



City Commission Regular Meeting

Agenda

May 28, 2025 @ 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

welcome

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assistance & appeals

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"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed 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." (F.S. 286.0105).

please note

Times are projected and subject to change.

- 1. Meeting Called to Order**
- 2. Invocation - Doug Hankins - First Baptist Church of Winter Park**
- 3. Pledge of Allegiance**
- 4. Approval of Agenda**
- 5. Mayor's Report**
- 6. City Manager's Report**
- 7. City Attorney's Report**
- 8. Non-Action Items**
- 9. Public Comments | 5 p.m. or soon thereafter**
(If the meeting ends earlier than 5 p.m., public comments will be at the end of the meeting. Three minutes are allowed for each speaker.)

10. Consent Agenda

- a. Approve the minutes of the regular meeting, May 14, 2025 1 minute
- b. Approve the following piggyback contracts: 1 minute
 1. Hubbard Construction Company - Orange County #Y23-127 Furnish Asphalt Products. Used for purchasing asphalt materials and assisting city staff with services; Contract Term agreement through May 31, 2026; not to exceed \$715,000.
 2. Miller Electric Co. - Osceola County #RFP-21-12227-TP Video Surveillance Maintenance & Installation. For purchasing video surveillance materials and assisting city staff with services, the Contract Term Agreement through April 30, 2026, not to exceed \$200,000.
 3. Caterpillar, Inc. - Sourcewell #RFP 092222 Caterpillar Generator Purchases, Repairs, and Maintenance. For purchasing generators, generator materials and assisting city staff with services; Contract Term Agreement November 22, 2026; not to exceed \$500,000.
 4. Cummins Inc. - Sourcewell #RFP 092222 Cummins Generator Purchases, Repairs, and Maintenance. For purchasing generators, generator materials, and assisting city staff with services; Contract Term Agreement November 22, 2026; not to exceed \$500,000.
 5. Ten-8 Fire Equipment Co. - Lake County #22-730K Fire Equipment, Supplies, and Services. Requesting additional funding for purchasing

- fire-fighting materials. Contract Term through July 31, 2025; not to exceed \$100,000.
6. Evans Equipment & Environmental - Choice Partners #22/027MR-02 Parts and Equipment Fleet Wash Station. For the purchase of materials and services to construct a New Wash Bay for City-Owned vehicles; Contract Term through May 18, 2026; not to exceed \$300,000.
- c. Approve the following contracts: 1 minute
1. All City Management Services, Inc. - Crossing Guard Services. For public safety crossing guard services; not to exceed \$104,755.00
 2. Cintas Corporation - Fire Protection Services. Fire extinguisher maintenance and services as needed on City facilities; Contract Term through May 31, 2026, not to exceed \$100,000.

11. Action Items Requiring Discussion

- a. Streetlight policy 10 minutes

12. Public Hearings: Quasi-Judicial Matters

(Public participation and comment on these matters must be in-person.)

- a. Ordinance - Authorizing lease of Lake Island Center to Winter Park Benefit Shop (1st reading) 10 minutes
- b. Request of John and Gold Cohen Trust, for Conditional Use approval to develop a 6,956 square-foot auto parts retail store (Autozone), at 2684 Lee Road, zoned C-3. 15 minutes
- c. Request of Toren Veigle to: 5 minutes
- Ordinance - Annexing the property at 687 Harold Avenue along with approximately 0.2 acres of right-of-way of Harold Avenue adjacent to the property to be annexed (1st Reading)
 - Ordinance - Establishing Commercial Future Land Use (1st reading)
 - Ordinance - Establishing Commercial (C-3) Zoning on the annexed property (1st Reading)
- d. Request of Barefoot Brothers Construction for subdivision approval to split the property at 747 McIntyre Avenue (zoned R-2) into two lots. Each proposed lot would exceed the minimum size requirements of R-2 with 52 feet of lot width and 8,736 square feet of area. 15 minutes

-
- | | |
|--|------------|
| e. Request of the City of Winter Park for Ordinances to: | 10 minutes |
| <ul style="list-style-type: none">• Ordinance - Establishing single-family Future Land Use on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road and to indicate the annexation on the other maps within the Comprehensive Plan. (1st Reading)• Ordinance - Establishing single-family (R-1AA) zoning on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road. (1st Reading)• Ordinance - Vacating and abandoning the western and eastern 17.5-foot portion of Stonehurst Drive. (1st Reading) | |

13. Public Hearings: Non Quasi-Judicial Matters

(Public participation and comment on these matters may be virtual or in-person.)

- | | |
|---|------------|
| a. Ordinance 3335-25 - amending Chapter 58, Article VIII, Historic Preservation, concerning the process and procedures for certificates of review subject to public notice and public hearing, and penalties for unauthorized significant alterations or demolitions. (2nd reading) | 10 minutes |
| b. Ordinance 3336-25 - Amending Boating Regulations (2nd reading) | 10 minutes |

14. City Commission Reports

15. Summary of Meeting Actions

16. Adjournment



City Commission

agenda item 10.a

item type

Consent Agenda

meeting date

May 28, 2025

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Approve the minutes of the regular meeting, May 14, 2025

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

1. CC-min-2025-05-14



City Commission Regular Meeting Minutes

May 14, 2025 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Craig Russell, Kris Cruzada and Warren Lindsey; City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Dan Langley and City Clerk Rene Cranis.

1. Meeting Called to Order

Mayor DeCiccio called the meeting to order at 3:30 p.m.

2. Invocation – City Manager Randy Knight

3. Pledge of Allegiance

4. Approval of Agenda

Motion made by Commissioner Cruzada to approve the agenda, seconded by Commissioner Russell. The motion carried unanimously by a 5-0 vote.

5. Mayor's Report

a. Proclamation for Historic Preservation Month

Mayor DeCiccio presented a proclamation for recognizing May as Historic Preservation Month to Director of Planning and Zoning Allison McGillis, who recognized Historic Preservation Board members and city staff.

Mayor DeCiccio reported the appointment of Carolyn Fennell to the Public Art Advisory Board to fill the vacancy created by the resignation of Drew Henner

Orange County Commissioner Kelly Simrad spoke about the Vision 2050 Comprehensive Land Use Plan with Orange County zoning changes that may impact the city and encouraged the city to provide input prior to June hearings. County-wide redistricting is in process which may impact Winter Park voters. Mayor DeCiccio spoke about the impact of zoning changes on traffic and neighborhoods.

6. City Manager's Report

Mr. Knight stated that Austin's Coffee lease expires 8/31/2025 and the city, with the assistance of a real estate broker, has identified 27 potential locations based on Austin's criteria. Currently, the city is waiting for their response regarding the proposed locations. He clarified the inaccurate information being posted on social media.

7. City Attorney's Report

Attorney Langley reported that the complaint filed regarding a recent Historic Preservation Board action was dismissed by the State Commission on Ethics due to lack of legal sufficiency, i.e. no ethics laws were violated, and there is no further investigation at this time.

8. Non-Action Items

9. Public Comments | 5 p.m. or soon thereafter

Gigi Papa, 1440 Hibiscus Avenue, reminded everyone about National Police Week.

The following spoke in support of Austin's Coffee:

Verity Grace Rabin, 1242 Nebraska Street, Winter Park

Jade Newman, Rollins student, 1000 Holt Avenue

Liam Gray, 1201 Oxford Road, Maitland

Newn Wave, Azalea Park

Sophia Nguyen, 8019 Crush Pepper Avenue, Orlando

Aloe Bellochi, 4725 Walden Circle, Orlando

Jordan Spence, 3224 Mattson Drive, Orlando

Cheyenne Wickershon, 9440 Emily Loop, Winter Park

Jazlyn Viera, 3062 Whisper Lake Lane, Winter Park

Desiree Miller, 159 Sun Valley Way, Morris Plains, New Jersey

Leo O'Brien, 4046 Lower Union Road, Orlando

Aiden Bernstein, 1000 Holt Avenue, Winter Park

Nikki Romanilles, 9303 Nelson Park Circle, Orlando

Aaron Lewis, Forward for Orange, 20 N. Orange Avenue, Orlando

Haley Graves, 936 Aragon Avenue, Winter Park

Roman Bonilla, 1647 E. Colonial Drive, Orlando

Lacey Quinn, Boardwalk Drive, Orlando (submitted petitions)

Erin Lorenger, 12100 Sterling University Lane, Orlando

Kendall Rivera, 2829 S. Brown Avenue, Orlando

Sara Miller, 1721 Walker Avenue, Winter Park

A recess was held from 6:08 to 6:21 p.m.

10. Consent Agenda

- a. Approve the minutes of the regular meeting, April 23, 2025.
- b. Approve the minutes of the executive session, April 23, 2025
- c. Approve the following formal solicitations:
 1. Air Mechanical & Service Corp. - IFB4-25 - HVAC Installation, Repair, & Replacement REBID, not to exceed \$500,000.
 2. Climate Control Mechanical Services, Inc. - IFB4-25 - HVAC Installation, Repair, & Replacement REBID, not to exceed \$500,000.
 3. Irvine Mechanical - IFB4-25 - HVAC Installation, Repair & Replacement REBID, not to exceed \$500,000.

- d. Approve the following piggyback contracts:
 - 1. Chuck Robinson Concrete and Bobcat - Seminole County Contract #RFP-604273-22/LNF - Aquatic Maintenance Services and Dredging - Renewal; for services as needed during the term of the agreement through May 30, 2026, not to exceed \$750,000.
 - 2. Amazon.com Services LLC - OMNIA partners of Prince William County Public Schools, VA Contract #R-TC-17006 - Online Marketplace for the Purchase of Products and Services; for goods on an as-needed basis during the term of the agreement through January 18, 2026, not to exceed \$350,000.
 - 3. Zabatt Engine Systems, Inc. - Sourcewell Contract #092222-CMM - Electrical Energy Power Generation Equipment; additional funds for the purchase and installation of generators during the term of the agreement through November 22, 2026, not to exceed: \$500,000.
- e. Approve the following contracts:
 - 1. IFB9-24 - PowerGrid Distribution Services, LLC - Overhead to Underground Electric Conversion - Renewal; for services on an as-needed basis during the term of the agreement through May 13, 2026, not to exceed \$2,000,000.
 - 2. RFQ6-23 - Singhofen & Associates, Inc. - Professional Stormwater Management Engineering Services - Renewal; for services on an as-needed basis during the term of the agreement through May 2, 2026.
 - 3. RFQ7-23 - NV5, Inc. - Geotechnical & Environmental Consulting Services - Renewal; for services on an as-needed basis during the term of the agreement through April 27, 2026.
 - 4. RFQ20-24 - Vision Urban, LLC - Urban Design Advisor; Task Order for Phase 1 of the Park Avenue Refresh Project, not to exceed \$289,550.
 - 5. RFQ8-23 - Redevelopment Management Associates, LLC - General Planning Services - Renewal; for services on an as-needed basis during the term of the agreement through May 22, 2026.
 - 6. RFQ8-23 - GAI Consultants Southeast, Inc. - General Planning Services - Renewal; for services on an as-needed basis during the term of the agreement through May 21, 2026.
 - 7. RFQ8-23 - Inspire Placemaking Collective, Inc. - General Planning Services - Renewal; for services on an as-needed basis through May 20, 2026.
 - 8. RFQ7-23 - Pond & Company, Inc. - Geotechnical & Environmental Consulting Services - Renewal; for services on an as-needed basis through May 09, 2026.
- f. Final plat approval for the Allen Trovillion's Addition to Winter Park Replat, located along Palmetto Avenue between Harmon Avenue and Cypress Avenue.

Commissioner Lindsey asked to remove Items 10.d.2 10.e.1-3 and 5-8 for clarification. City staff provided information on the contract for undergrounding electric utility and explained procurement policy and procedures on piggy-back contracts, professional services contracts and task orders, which come back to the commission for approval for specific projects under those contracts. There were no public comments.

Motion made by Commissioner Sullivan to approve the Consent Agenda, seconded by Commissioner Cruzada. The motion carried unanimously by a 5-0 vote.

11. Action Items Requiring Discussion

a. Winter Park Benefit Shop Lease

Mayor DeCiccio thanked the volunteers who work at the Benefit Shop and for their charitable work and funding. She provided the background of the Benefit Shop, leases and locations. Attorney Langley spoke about previous leases, explaining leases were for a specific location and ended as the shop was relocated. This lease, specific to this location, supersedes previous leases.

Mayor DeCiccio said opposed the long term lease and proposed a two-year lease with no automatic renewal, a 90-day right-to-terminate clause for both parties, \$1 annual rent, the city is responsible for cleaning, maintenance and payment of utilities, the Benefit Shop pays for insurance after the first year, the lease terminates if the shop closes for 90 consecutive days, and there is no guaranteed replacement location.

Members of the commission spoke positively about the Benefit Shop's service to the community and proposed a shorter term. Commissioner Lindsey supported an initial three-year lease, Commissioner Cruzada an initial five-year term with two, two- or three-year renewals, and Commissioner Sullivan a five-year initial term. Commissioner Russell agreed with Mayor DeCiccio. Also discussed was a provision to prohibit subletting to other non-profits for fundraising, the provision stating the city would make a good faith effort to find another location if the lease is terminated early, and a statement of the Benefit Shop's intended purpose to operate as a volunteer non-profit charity by reselling household goods and clothing.

The following spoke in support of the Benefit Shop:

Nikki Kern, 1602 Alabama Drive. (five-year lease)

Jackie Steele, 982 Fern Avenue, volunteer. (long-term lease)

Louise Roy, 2311 Loch Lomond Drive, volunteer

Deborah Kirkwood, 1699 Joeline Court, on behalf of the Woman's Club of Winter Park (add history of Benefit Shop)

Debbie Glaser, 1219 Arlington Place, Vice-President/co-manager of the Benefit Shop

Lee Glaser, 1219 Arlington Place

Motion made by Commissioner Lindsey to amend the provisions of lease: an initial three-year term, add Mayor DeCiccio's proposed changes, retain the red-line language in Section 3 relating to good faith, add the Benefit Shop's purpose in Section 6, and add the history.

Mayor DeCiccio opposed adding the history due to the extensive research needed to accurately document the history. **Commissioner Lindsey amended his motion to delete the history.**

Further discussion was held on the length of the lease and renewals and binding future commissions. Mr. Langley clarified that the Benefit Shop would have to request a new lease before the initial lease term expires, at which time the terms could be renegotiated. He added that this lease requires adoption of an ordinance with first reading in the next meeting.

Mayor DeCiccio seconded the motion, revised to exclude historic language. Upon a roll call vote, Commissioners Sullivan, Russell and Lindsey and Mayor DeCiccio voted yes. Commissioner Cruzada voted no. The motion carried by a 4-1 vote.

12. Public Hearings: Quasi-Judicial Matters

- a. Ordinance amending Chapter 58, Article VIII, Historic Preservation, concerning the process and procedures for certificates of review subject to public notice and public hearing, and penalties for unauthorized significant alterations or demolitions. (1st reading) Tabled on March 12, 2025.

Attorney Langley read the ordinance by title. Director of Planning and Zoning Allison McGillis summarized the proposed changes in two versions, both with the same changes, with one exception. Version One, recommended by the Historic Preservation Board (HPB), excludes monetary contributions and Version Two includes monetary contributions for unauthorized alternations or demolitions.

Commissioner Sullivan supported Version Two but increasing the maximum monetary contribution from 30% to 60% of building value. Commissioners Russell, Cruzada and Lindsey and Mayor DeCiccio supported Version One.

John Skofield, 658 Vitoria Avenue and Sally Flynn, 1400 Highland Avenue, supported Version One.

Paige Vietor, 325 Vitoria Avenue, spoke about communication efforts to residents in historic districts and the lack of maintenance of historic rental properties.

Lisa Clayton, 940 Old England Avenue, asked about repairs to her historic home. Mrs. McGillis said repairs do not require approval by the Historic Preservation Board.

Commissioner Russell read a letter from a former HPB member on its original purpose and the impact of policies on neighborhoods and property values. He suggested a review of historical designation criteria.

Motion made by Commissioner Russell to adopt Version One ordinance, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Russell, Cruzada, and Lindsey and Mayor DeCiccio voted yes. Commissioner Sullivan voted no. The motion carried by a 4-1 vote.

- b. Ordinance Amending Boating Regulations (1st reading)

Attorney Langley read the ordinance by title. Director of Natural Resources and Sustainability Gloria Eby reviewed the proposed regulations for the operation of motorized and non-motorized boats which require approval by the Florida Wildlife

Commission and regulations declaring no-wake zones in emergencies. She noted that the Lakes and Waterways Board recommended "state of local emergency..." in Section 114-67 be changed to specify Orange County.

Commissioner Lindsey suggested the following changes: under definitions, better define operator and operate so they are similar, remove language relating to Lessee under the definition of owner, increase fines to cover city costs to a minimum of \$100 with increase to \$150 for lack of payment within 15 days, and leaving in the boating speed limits and language requiring two persons in the boat when towing another person.

Mrs. Eby explained the city's enforcement limitations due to FWC's regulations. The city can put informational signs about speed limits, but they cannot be enforced. Police Chief Tim Volkerson said enforcement is based on State Statutes, not city code.

Motion made by Commissioner Lindsey to table the ordinance to the next meeting, seconded by Mayor DeCiccio.

Mrs. Eby stressed that if this ordinance is not adopted, the Police Department cannot enforce violations or implement emergency procedures. Mr. Langley said these changes can be accomplished without tabling and if there are additional changes, this could be tabled at second reading.

Mayor DeCiccio withdrew her second to the motion to table. Motion made by Commissioner Lindsey to approve the ordinance on first reading subject to the ability to amendments presented at second reading, seconded by Commissioner Sullivan. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.**

13. Public Hearings: Non-Quasi-Judicial Matters

14. City Commission Reports

Commissioner Russell -

- Urged drivers to be aware of students due to early dismissal at the end of the school year.
- The WPHS art show at Capen House is tomorrow.
- Thanked staff for their work on pickleball courts and on summer programs.

Commissioner Cruzada -

- Reported board appointments: Christopher Morrison to the Board of Adjustments, reappointment of Melissa Blaney to the Code Compliance Board, Rhett Delaney to the Historic Preservation Board, Brian Canin to the OAO Architectural Review Board and Vashon Sarkisian to the Planning and Zoning Board.

Commissioner Lindsey -

- Thanked Historic Preservation Board members for their work on the board.

Mayor DeCiccio -

- Showed photos of streets damaged by construction trucks asked whether the city could recoup repair costs. She suggested taking pictures before and after construction and requiring repair by those who cause damage. Staff will review and report back.
- Reported request to provide recycling of plastics for Park Avenue merchants. To be reviewed by staff.
- She has received complaints about electric scooters and bikes on sidewalks and suggested signs be installed as part of the Park Avenue Refresh project.
- Park Avenue merchants have requested increased patrols from 8-12 p.m. on Park Avenue.

15. Summary of Meeting Actions

- Designated May as Historic Preservation Month.
- Mayor DeCiccio appointed Carolyn Fennel to the Public Art Advisory Board.
- Received update on lease for Austin's Coffee.
- Received report on the Commission on Ethics complaint regarding Historic Preservation Board action.
- Approved the Consent Agenda.
- Approved terms for lease by the Winter Park Benefit Shop with an ordinance authorizing the lease on the next agenda.
- Received an update from Orange County Commissioner Kelly Semrad on Vision 2050, zoning changes, and redistricting.
- Approved version one of the historic preservation ordinance on first reading.
- Approved boating regulation ordinance with amendments on first reading.
- Commissioner Cruzada reported several board appointments.
- Staff to research and report back on repair of roads damaged by contractors.
- Install signage for Park Avenue prohibiting electric scooters and bicycles and provide additional patrols on Park Avenue.

16. Adjournment

The meeting adjourned at 7:51 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 10.b

item type

Consent Agenda

meeting date

May 28, 2025

prepared by**approved by****subject**

Approve the following piggyback contracts:

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

None



City Commission

agenda item 10.b.1

item type

Consent Agenda

meeting date

May 28, 2025

prepared by

Madison Smith, Procurement Agent

approved by

Randy Knight, City Manager

subject

1. Hubbard Construction Company - Orange County #Y23-127 Furnish Asphalt Products. Used for purchasing asphalt materials and assisting city staff with services; Contract Term agreement through May 31, 2026; not to exceed \$715,000.
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4. Cummins Inc. - Sourcewell #RFP 092222 Cummins Generator Purchases, Repairs, and Maintenance. For purchasing generators, generator materials, and assisting city staff with services; Contract Term Agreement November 22, 2026; not to exceed \$500,000.
5. Ten-8 Fire Equipment Co. - Lake County #22-730K Fire Equipment, Supplies, and Services. Requesting additional funding for purchasing fire-fighting materials. Contract Term through July 31, 2025; not to exceed \$100,000.
6. Evans Equipment & Environmental - Choice Partners #22/027MR-02 Parts and Equipment Fleet Wash Station. For the purchase of materials and services to construct a New Wash Bay for City-Owned vehicles; Contract Term through May 18, 2026; not to exceed \$300,000.

motion | recommendation

Approve as presented.

background

1. Hubbard Construction Company can provide quality paving materials and services for repairs and maintenance on City streets and property.
2. Miller Electric Company can provide quality Video Surveillance materials and services to

repair and maintain City Property.

3. CAT has a proprietary system for troubleshooting its controls, and on new installations, it has to do the repairs and maintenance on the CAT generators in order to maintain the warranty.
4. Cummins has a proprietary system for troubleshooting its controls, and on new installations, it has to do the repairs and maintenance on the Cummins generators in order to maintain the warranty.
5. Ten-8 can provide quality materials for firefighting equipment, safety supplies, and firetruck fleet inventory.
6. Evans Equipment & Environmental to construct and install a new wash bay for City-Owned vehicles.

alternatives | other considerations

N/A

fiscal impact

1. Mobility Impact Fees, CRA, CIP depending on project.
2. IT
3. Water and Wastewater
4. Water and Wastewater
5. Fire Department
6. Capital Projects Fund

attachments

None



City Commission

agenda item 10.c

item type

Consent Agenda

meeting date

May 28, 2025

prepared by**approved by****subject**

Approve the following contracts:

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

None



City Commission

agenda item 10.c.1

item type

Consent Agenda

meeting date

May 28, 2025

prepared by

Madison Smith, Procurement Agent

approved by

Randy Knight, City Manager

subject

1. All City Management Services, Inc. - Crossing Guard Services. For public safety crossing guard services; not to exceed \$104,755.00
2. Cintas Corporation - Fire Protection Services. Fire extinguisher maintenance and services as needed on City facilities; Contract Term through May 31, 2026, not to exceed \$100,000.

motion | recommendation

Approve as presented.

background

1. ACMS is a contractor who will provide school crossing guards to each of the nine (9) school crossing locations within the City of Winter Park. ACMS will be responsible for recruiting, hiring, background checks, training, and providing equipment to all school crossing guards. The contract will include a crossing guard supervisor who will be responsible for all crossing guard timekeeping and coverage for unexpected employee absences. This school crossing guard coverage will allow our current traffic division to focus primarily on their assigned responsibilities of traffic enforcement, responding to traffic crashes, and road closures. Current crossing guards will be given priority hiring with ACMS.
2. Cintas Corporation will provide services to inspect and maintain the fire safety equipment and supplies located on City Property.

alternatives | other considerations**fiscal impact**

1. Police Department
2. Facilities

attachments

None



City Commission

agenda item 11.a

item type

Action Items Requiring Discussion

meeting date

May 28, 2025

prepared by

Jamie England, Director of Electric Utility

approved by

Randy Knight, City Manager

subject

Streetlight policy

motion | recommendation

Approve the policy

background

Updating the existing CWP streetlight policy to recognize changes in material, clarify process and minimize stored material. The revisions address street lighting installation on new construction projects, maintenance, LED conversion, DOT regulations, decorative lighting requests and tree preservation.

alternatives | other considerations**fiscal impact****attachments**

1. City of Winter Park Lighting Policy 2025



General

City of Winter Park Street Lighting Policy

The City of Winter Park (CWP) is responsible for providing and maintaining lighting fixtures, conduits, conductors, lamps, and related lighting controls. The CWP is responsible for all connections to the CWP distribution electrical and conduit systems. Wood, concrete and decorative street poles used for street lighting must be installed, maintained and owned by the CWP.

CWP policy will determine and/or approve street lighting minimum requirement to establish standard illumination. All improvements, modifications and conversion projects to existing lighting assets will be subjected to available funding in the fiscal budget. CWP policy does not replace or supersede existing CWP regulations or ordinances. However, this policy does replace all former street lighting policies. All street lighting installations will be required to conform to this policy except for existing installations prior to June 5, 2025.

Purpose

CWP purpose is to establish a set of rules with which to regulate the installation, operation and maintenance of street lighting in the CWP. The CWP seeks to make provisions for street lighting that will be beneficial to CWP residents, and to our commercial customers. To provide for this lighting in an orderly, efficient and equitable manner to protect humans, animals, and the natural environment from the opposing effects of night lighting from artificial sources. This section serves to establish a uniform standard for location of lights within the CWP electrical distribution territory/jurisdiction.

CWP Street Lighting Requirements

All lighting standards, fixtures and lamp sources shall be established in agreement with specifications determined by the CWP Electric Utility Department, in accordance with the latest revision of the Illumination Engineering Society's "American National Standard for Roadway Lighting". This includes residential streets and commercial streets in non-residential areas. All lighting standards in the public right-of-way (ROW) will be installed and maintained by the CWP unless otherwise approved by the CWP Electric Utility Department.

1. All newly installed, modified or replaced lighting fixtures shall be light emitting diodes (LED) unless approved by the CWP.

2. Newly designed and constructed rResidential street lighting or decorative street lighting shall be installed on a 16 foot (12 feet above grade) direct buried decorative pole. The street light fixture shall be an Acorn style 36-watt 3900 lumen 3000K or equivalent Dark Sky fixture. Residential streetlights shall be positioned near intersections and spaced not to exceed 200 feet where applicable to achieve luminescent uniformity. Single-family residential customers using 4,500 lumens or more shall be full-cutoff luminaries with house side shields, if deemed appropriate by CWP.
3. Newly designed and constructed cCommercial street lighting in the ROW using LED tear drop fixtures shall be installed on a 23-foot aluminum alloy pole attached to a base. Commercial street lighting shall be positioned at intersections and mid-block with spaced not to exceed 300 feet where applicable to achieve luminescent uniformity. The street light fixture shall be 112 Watt 10,000 Lumens and 4000K cool white light or equivalent dark sky fixture. Decorative street lighting within commercial zones shall be Acorn style 36-watt 3900 lumen 3000K or equivalent Dark Sky fixture.
4. Newly designed and constructed cCommercial or residential (subdivision) projects will require a photometric study and street light design submitted to CWP for permit approval prior to construction. These projects include but are not limited to parking lots, residential or commercial developments installing street or area lighting. The cost and functions associated with design and construction of lighting assets are the responsibility of the owner and/or developer managing the project.
5. Private area customer lighting requests are paid by the requesting customer through a special assessment on their monthly electric bill. These charges include electric usage, construction, material acquisition and maintenance.

CWP Temporary and Special Lighting Exemptions

Temporary street light exemptions must be approved by CWP Electric Utility Department prior to installation. Temporary lighting is required but not limited to any public events or any special business events, construction sites etc.... The temporary lighting application shall include name, phone number, location and the duration of the event.

The CWP may wish to preserve the unique character or purpose of certain streets by designating them as "Special Lighting". A special lighting designation will allow alternative design or special funding methods toward the sharing or "partnering" of installation, maintenance and energy costs.

CWP Residential Decorative Street Lighting Process

The following process will be used by landowners and the CWP in upgrading light fixtures in a residential lighting district: Reference Streetlighting Process Flowchart.

1. Owners of two-thirds of the properties in a recognized district or combination of districts may petition the CWP to be considered for an assessment program to upgrade the lighting in their district(s). Upon receipt of this petition, the Electric Utility Department will prepare the cost for the assessment program per property including the installation, lighting fixtures, poles, conduit, wiring, and electric usage. The developer of a new subdivision may also petition the CWP for a lighting upgrade, which will be evaluated under this policy and based on existing subdivisions or districts. However, installation costs in new subdivisions are required to be paid by the developer at the time of installation and will not be assessed to the individual lots.

NOTE: A petition form is available from the Electric Utility Department to assist the property owners in obtaining the necessary petition information.

2. The petition will include the following information and statements:
 - a. Identification of the district to include district number and lots or properties within the district (information available from the Electric Utility Department)
 - b. Request for a preferred lighting type from approved fixtures identified within this policy.
 - c. A statement indicating the individual signing a petition recognizes that there may be a cost increase borne by them through a special assessment program, if approved by the CWP.
 - d. Only Individuals or entities owning property within the designated district may sign the petition.
3. The Electric Utility Department will either recommend approval with conditions as necessary or reject the petition if it is deemed invalid or not suitable due to public health, safety or welfare reasons. The Electric Utility Department will review a petition to identify issues which may relate to public safety, health and welfare. The Electric Utility Department will determine if the requested lighting is reasonably compatible with the lighting in surrounding districts.

4. The Electric Utility Department will estimate the increase in costs associated with the installation of the upgraded lighting.
5. Implementation of the special assessment will comply with Chapter 170, Florida Statutes, or other applicable provisions of law.
6. Upon approval of the special assessment by the CWP, the costs to upgrade will be assessed to each property specially benefited, or by such other method as the CWP may prescribe. The Electric Utility Department will hold a coordination meeting to establish installation schedules and procedures.

Voting results

A minimum of 66.67% of the residents must participate in the vote (so if there are 30 parcels included, 20 must return the ballot to move forward with the process). If 66.67% are not received, the interested party will be contacted to let them know. Of the returned ballots, 66.67% or more must have voted “Yes” for the project to move forward. See “Streetlighting Process Flowchart”.

Protection of Trees

Selection of lighting and pole type should be sensitive to trees and their canopies. Installation of lights should minimize impacts to such trees. Pole locations may be adjusted by the Electric Utility Department to provide maximum protection for trees and their root systems, if deemed necessary. Trees planted after a pole has been installed should meet code requirements in the landscaping code to avoid potential future conflicts.

Timing

The CWP will coordinate the installation of upgraded light fixtures with the imposition and levy of the special assessments. The assessment applied to a property will be for additional energy if applicable, construction and material costs associated with the upgraded street light conversion project. In accordance with light fixture and material availability, project scope and budgetary restraints, the project will then be placed in schedule for construction.

CWP Parking Areas and Highway Lighting Requirements

The following lighting types are acceptable for existing parking areas. New parking area lighting type requests shall be reviewed by the CWP Facility Department for compliance and approval.

- A. Parking Area Lighting Fixture:
Cobra head fixture LED bulb (retrofit) 24-watts, 3,120 Lumens.
- B. Standard Parking Areas Light Fixture:
Cobra head LED fixture, 142-watts, 21,000 lumens.

The following lighting types are acceptable for this policy on state roads: The CWP adheres to DOT state and federal lighting requirements.

- A. State Road Lighting Fixture:
Cobra head fixture LED bulb (retrofit) 55-watts, 7,290 Lumens or equivalent LED tear drop head fixture.
- B. State Road Lighting Fixture:
Cobra head LED fixture for highway, 142-watts, 20,000 Lumens or equivalent LED tear drop head fixtures.

**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

May 28, 2025

prepared by

Michelle del Valle, Assistant City Manager

approved by

Randy Knight, City Manager

subject

Ordinance - Authorizing lease of Lake Island Center to Winter Park Benefit Shop (1st reading)

motion | recommendation

Approve the first reading of the ordinance as presented.

background

The Winter Park Benefit Shop Association (WPBSA) has worked in the community for many years, selling donated used household items to benefit local charities. Annually, they raise approximately \$15,000, which benefits approximately 10 organizations. A secondary benefit is the upcycling of used items and making clothing and other necessities available to the community at very reasonable prices.

Most recently, the Benefit Shop's lease expired on August 20, 2024, and the City determined it needed additional office space in City Hall to conduct City business. The City Manager extended the lease through December 2024 to allow the WPBSA an opportunity to find an alternative location. After many unsuccessful attempts to relocate, Lake Island Hall at 450 Harper Street was proposed. This building was slated for demolition related to providing additional parking on the MLK Park, Library and Event Center campus. A revised design of the parking lot and phased approach to increasing parking allowed for the building to remain. The City has made minimal improvements to the building and assisted the WPBSA with moving furniture and inventory.

At the May 14, 2025, commission meeting, the City Commission gained consensus on the remaining policy items to be identified in the lease. The lease included in the packet recognizes the agreed-upon terms.

The WPBSA is eager to reopen and continue their work on behalf of the community, with more volunteers and an expanded inventory. Liability insurance was obtained on May 15, 2025, and the volunteers anticipate a grand reopening on May 30, 2025.

alternatives | other considerations

fiscal impact

Annual rent is proposed at \$1 per year. The agreement proposes the City cover costs associated with utilities, cleaning and light maintenance.

attachments

1. Ordinance Authorizing Lease to Winter Park Benefit Shop Association
2. Winter Park Benefit Shop Association Lease clean 05-15-2025
3. Exhibit A - Leased Premises

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, APPROVING AND AUTHORIZING THE LEASE OF CERTAIN PROPERTY TO WINTER PARK BENEFIT SHOP ASSOCIATION, INC., FOR THE OPERATION OF ITS BENEFIT SHOP, WHICH PROPERTY IS LOCATED AT 450 HARPER STREET, WINTER PARK, FLORIDA; PROVIDING FOR CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 2.11(b)(7) of the Charter of the City of Winter Park, Florida, requires the City Commission to approve by ordinance the conveyance or lease or authorize by administrative action such conveyance or lease of any lands of the City; and

WHEREAS, the City owns fee simple title to the improved real property located at 450 Harper Street, Winter Park, County of Orange, State of Florida (“Leased Premises”), which is more specifically described as set forth in the Lease, which Lease is attached hereto and incorporated herein as **Exhibit 1** (“Lease Agreement”); and

WHEREAS, Winter Park Benefit Shop Association, Inc. (“WPBSA”) desires to operate the Leased Premises for a benefit shop as part of its purpose a “charitable purpose”; and

WHEREAS, the City Commission deems it advisable and in the best interest of the public and citizens of the City to lease the Leased Premises to the Winter Park Benefit Shop Association, Inc., in accordance with the Lease Agreement attached hereto as **Exhibit 1** to this Ordinance.

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

SECTION 1 RECITALS. The recitals stated hereinabove are incorporated herein by reference and are made fully a part of this Ordinance.

SECTION 2. APPROVAL OF LEASE. The City Commission of the City of Winter Park hereby approves the Lease Agreement attached hereto as **Exhibit 1** and the lease of the Leased Premises to WPBSA. The Mayor is hereby authorized to execute the Lease Agreement for and on behalf of the City of Winter Park.

SECTION 3. AUTHORIZATION. This Ordinance constitutes the authorization by the City Commission pursuant to Section 2.11(b)(7) of the Charter of the City of Winter Park, Florida, for the lease of the Leased Premises.

SECTION 4. CONFLICTS. To the extent that any Ordinances or parts of Ordinances conflict with any of the provisions of this Ordinance, this Ordinance will govern and control.

SECTION 5. CODIFICATION. No part of this Ordinance will be codified as part of the City Code, and an executed copy of the Ordinance will be maintained by the Clerk at City Hall in accordance with Florida's public records laws.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2025.

Sheila DeCiccio, Mayor

ATTEST:

City Clerk, Rene S. Cranis

Lease Agreement

This LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into this ____ day of _____, 2025 ("Effective Date") by and between the **City of Winter Park**, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as "City") , and **Winter Park Benefit Shop Association, Inc.**, a Florida not-for-profit corporation, whose address is 450 Harper Street, Winter Park, Florida 32789 (hereinafter referred to as "Tenant"), collectively the "Parties".

1. **LEASED PREMISES.** The premises being leased herein is that approximately 2,200 square foot building, including floor space and interior wall and ceiling space, located at 450 Harper Street, Winter Park, FL 32789 known as Lake Island Hall as shown outlined in Exhibit "A" ("Premises"). The City hereby leases the Premises to the Tenant for the Term and upon the conditions hereinafter provided.
2. **TERM/TERMINATION**
 - a. This Lease is for a period of three (3) years commencing on the Effective Date ("Term"). The Term shall expire on the ____ day of _____, 2028.
 - b. Either the City or Tenant may terminate this Lease early by providing at least ninety (90) days' prior written notice to the other party.
 - c. If Tenant abandons the Premises during the Term, this Lease may be immediately terminated by the City by giving written notice to the Tenant. If at any time Tenant does not operate its business within the Premises such that it is open to customers for 90 consecutive days, the City shall have the right to immediately terminate this Lease by giving written notice to Tenant.
 - d. Upon termination or expiration of this Lease for any reason, the Tenant shall peacefully surrender and vacate the Premises and leave the Premises free and clear of Tenant's personal property.
3. **LEASEHOLD IMPROVEMENTS.** Tenant is taking the Premises and accepting the condition of the Premises "AS IS" and the City is under no obligation to make any structural or other improvements. Tenant may not build, construct, alter, demolish, or make any improvements to the Premises or attach any fixtures in or to the Premises without the prior written consent of the City. The City is not responsible for any upgrades, improvements, or modifications to the building. The City intends to provide basic maintenance, specifically related to safety issues and provide utilities (including electricity, water, sewer, garbage, recycling, internet access and telephone), pest control and custodial services consistent with

other City owned and operated properties. The City will maintain plumbing, electrical, HVAC, lighting, roof, windows, structural components and foundations of the Premises building.

4. **RENT.** The Tenant agrees to pay to the City annual Rent in the amount of One Dollar (\$1.00).

5. **TENANT'S ADDITIONAL WARRANTIES.** In addition to any warranties or covenants made or to be kept by the Tenant pursuant to any other provision contained elsewhere herein, the Tenant hereby agrees:

- a. To not commit any nuisance or waste on the Premises, throw foreign substances in plumbing facilities, or waste the services, if any, furnished by the City;
- b. To comply with guidance from the Fire Marshall, not place any items in or otherwise obstruct entries, halls, sidewalks, or other Common Areas, and to not use the same for anything other than the allowed use in Paragraph 7;
- c. To comply with any and all of the Tenant's other covenants and agreements contained in this Lease;
- d. To store all trash and garbage and make the same available for regular pick-up;
- e. To conduct its business at all times in good faith, and in a high grade and reputable manner;
- f. To not use the Premises for any unlawful purpose or in a manner inconsistent with applicable zoning ordinances or other local, state, or federal laws and regulations.

6. **REPAIR.** City shall be responsible to perform basic repair and maintenance of the Premises sufficient to keep the building operational, subject to the obligation of the Tenant to operate the Premises in a safe and responsible manner and to keep the Premises clean during ordinary operations of the business conducted within the Leased Premises. If the Premises becomes un-useable due to catastrophic structural issues or extremely expensive maintenance problems, this Lease may be immediately terminated by either City or Tenant upon giving written notice to the other.

7. **USE.** Tenant may only use and occupy the Premises for a benefit shop, to sell donated clothes and household items, for charitable purposes. The City shall allow operations of the allowable use conducted by Tenant on days which are not a state, municipal or federal holiday, Monday through Saturday, at Tenant's option, between the hours of 9:00 a.m. through 5:00 p.m.

8. **COMPLIANCE WITH LAWS.** The Tenant warrants that it will abide by all laws that

apply to Tenant's conformance with health, safety, and building codes.

9. **TENANT'S MAINTENANCE OBLIGATIONS.** The Tenant, at its own expense, shall always maintain the Premises in a good, clean, sanitary, and safe condition in accordance with laws, ordinances, and regulations. The City shall provide janitorial services once per week, but the City is not otherwise obligated to ensure the cleanliness or sanitation of the Premises.
10. **THE CITY'S RIGHT OF ACCESS.** The City, its employees, and agents shall have the right to enter the Premises at all reasonable times for the purpose of inspecting, cleaning, or repairing the Premises.
11. **ALTERATIONS.** Tenant shall not make any alterations, additions, or improvements in or to the Premises, or add, disturb, or in any way change any plumbing or wiring therein without the written consent of the City.
12. **ASSIGNMENT OR SUBLETTING.** Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Premises, or any part thereof by any third party. The Tenant may, from time to time, jointly host special events with other not-for-profit organizations that also serve Winter Park residents, on the exterior patio. The Tenant shall be responsible for the maintenance and cleanliness of the grounds following such special events.
13. **SURRENDER AND TREATMENT OF IMPROVEMENTS.** On the last day of the Term, or on the sooner termination thereof, the Tenant shall peaceably surrender the Premises.
14. **DEFAULT BY TENANT:** Events which would constitute default by Tenant (individually, an "Event of Default") include the following:
 - a. Breach of any material provision of this Lease.
 - b. If a notice of lien, levy or assessment is filed of record with respect to all or any part of the property of the Tenant by the United States, or any other governmental authority, unless contestable and actually and diligently contested in accordance herewith;
 - c. If the Tenant shall file a voluntary petition for bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter in effect;
 - d. If the Tenant shall file an answer or other pleading or any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;

- e. If, within thirty (30) days after the filing against it of any involuntary proceedings under the Federal Bankruptcy Code or similar law, state or federal, now or hereafter in effect, the Tenant shall fail to have such proceeding vacated;
- f. If the Tenant shall be adjudicated as bankrupt;
- g. If the Tenant be dissolved, terminated or merged;
- h. If the Tenant shall sell, convey, transfer or assign all or a major portion of its inventory, fixtures or other personal property, either on or off the Premises, without replacing same with comparable equivalents within thirty (30) days;
- i. If the Tenant abandons the Premises before the end of the Term, including the event that the Premises are closed to the public for more than ninety (90) consecutive days;
- j. If the Tenant shall, at any time during the Term of this Lease, fail to carry in full force and effect any insurance coverage required by Paragraph 17 of this Lease.
- k. The City shall provide Tenant with written notice of any alleged default pursuant to this Lease. The Tenant shall have ninety (90) days to commence to contest or cure the alleged default.

15. **REMEDIES.** Upon the occurrence of any Event of Default, the City shall have all rights under Florida law.

16. **INSURANCE.**

The Tenant agrees to secure and keep in force from and after the Commencement Date of this Lease and throughout the full Term of this Lease, at the Tenant's own cost and expense, the following:

- a. Commercial general liability insurance on the Premises, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Tenant shall maintain a combined policy limit of at least \$200,000 applying to Bodily Injury, Property Damage and Personal Injury.
- b. Tenant will carry workers' compensation insurance as required by Florida law.
- c. Other Requirements. All policies of insurance procured by the Tenant shall:
 - i. Be issued by insurance companies reasonably acceptable to the City.
 - ii. Be written as primary policies not contributing with and not in excess of

coverage that the City may carry.

- iii. All comprehensive general liability insurance procured by the Tenant under this section shall be issued for the benefit of the City and the Tenant, as their respective interests may appear.
- iv. Contain endorsements providing as follows:
 - 1. That such insurance may not be materially changed, amended, or canceled with respect to the City except after twenty (20) days' prior written notice from the insurance company to the City, sent by registered mail;
 - 2. That the Tenant be solely responsible for the payment of all premiums under such policy and that the City shall have no obligation for the payment thereof notwithstanding that the City is named as an insured.
- d. Proof of Coverage. The original policy or policies, or duly executed certificates for the same, together with reasonably satisfactory evidence of payment of the premium thereof, shall be delivered to the City within five (5) days of the Effective Date of this Lease, and on renewals of such policies not less than twenty (20) days prior to the expiration of the term of any such coverage. Failure to maintain insurance coverage is grounds for immediate closure of the Benefit Shop and termination of the lease.
- e. The Tenant shall hold in reserve enough revenues to cover the required deductible and/or co-insurance.
- f. Non-Waiver of Sovereign Immunity. The limits of liability in Section 768.28, Florida Statutes, and the sovereign immunity of the City of Winter Park shall not be waived by virtue of this requirement that Tenant maintain insurance adding the City as an additional insured. City is a municipal corporation and expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with common law and § 768.28, Florida Statutes.
- g. Nothing herein shall prohibit the City from contributing an amount of money sufficient to fund the insurance, although the City is not required to do this. Any such expenditure shall be consistent with the regular practice of the City for any fiscal year in question in which the City elects to provide funding for charitable purposes directly benefitting the citizens of Winter Park.

17. **SIGNAGE.** The city will provide appropriate signage.

18. GENERAL PROVISIONS.

- a. Indemnity and hold harmless. The City is protected by sovereign immunity. Tenant shall indemnify, defend and save the City harmless, from and against claims, demands, obligations, liabilities, penalties, fines, charges, costs and expenses, including, but not limited to, attorneys' fees, costs and expenses for the defense thereof, arising from occurrences on or about the Premises caused or allowed by Tenant's actions/inactions. Should a claim be brought against the City or the City be made a party to any action relating to the Premises, then Tenant shall reimburse the City for the foregoing and the city's attorneys' fees, costs and expenses incurred by the City in connection with the claim or action. The individual members and officers of the Tenant shall not be personally liable for the foregoing indemnity and hold harmless obligations.
- b. Construction liens. The Tenant agrees to promptly pay all sums of money owed in respect of labor, services, materials, supplies, or equipment furnished to the Tenant in or about the Premises, and the Tenant shall not permit any construction, material man's, or other lien to arise or be filed against the Premises or the City's interest therein. The Tenant shall save, hold harmless, and defend the City from liability or other damage that the City may incur as a result of such liens.
- c. Keys. Any and all keys to the Premises shall be surrendered to the City on the termination of this Lease.
- d. No partnership, joint venture, third party beneficiary or fiduciary relationship created. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and Tenant, it being understood that the sole relationship created hereby is one of the City and tenant. Nothing contained in this Lease shall have the effect of creating a third party beneficiary and no non-party to this Lease shall be deemed to have any third party rights, it being understood that the sole relationship created hereby is one of the City and Tenant.
- e. Notices. All communications permitted or required to be given under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent, or deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, by fax or email transmission addressed to the other party to this Lease. For purposes of notice, the addresses of the parties shall be as follows:

City: **City of Winter Park**
Attn: Assistant City Manager

401 South Park Avenue
Winter Park, Florida 32789

Copy to: **Fishback Dominick LLP**
Attn: City Attorney – Winter Park
1947 Lee Road
Winter Park, FL 32789

Tenant: **Winter Park Benefit Shop Association, Inc.**
Attention: _____
450 Harper Street
Winter Park, FL 32789

- f. Amendment, modification, or waiver. No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default shall not affect or impair any right arising from any subsequent default.
- g. Entire agreement. This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.
- h. Captions, headings, or titles. All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they apply.
- i. Florida Law. This Lease shall be construed and enforced in accordance with the laws of the state of Florida. No provision of this Lease shall be construed by any court against either party by reason of such party being deemed to have drafted or structured such provision.
- j. Jurisdiction and Venue. Each of the parties irrevocably consents to exclusive jurisdiction and venue in the Florida state courts located in Orlando, Orange County, Florida, and in the Federal district court which includes Orlando, Orange County, Florida.
- k. Time is of the essence. Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

1. Dispute Resolution. In the event of any dispute or claim arising under this Lease, the parties agree to attempt to resolve the matter through good-faith mediation prior to initiating litigation.

IN WITNESS WHEREOF, the City and Tenant have hereunto set their hands and seals the day and year above written.

Signed, sealed, and delivered in
the presence of:

CITY:

CITY OF WINTER PARK, a Florida
municipal corporation.

Witness

Print

Witness

Print

Sheila DeCiccio, Mayor

Date: _____

TENANT:

**WINTER PARK BENEFIT SHOP
ASSOCIATION, INC.**, a Florida
not-for-profit corporation.

Witness

Print

Witness

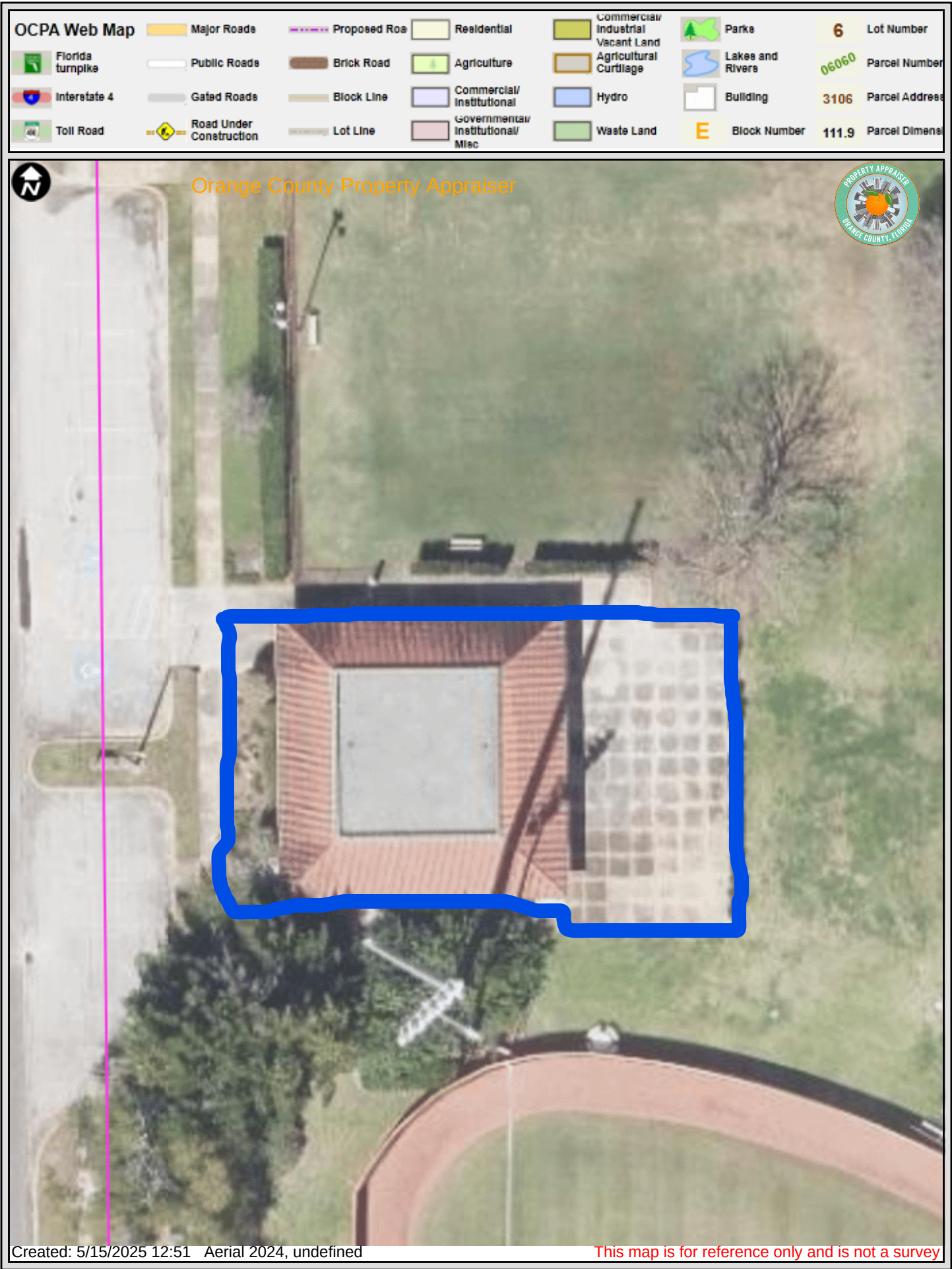
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By: _____

Title: _____

Date: _____

EXHIBIT "A"



**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

May 28, 2025

prepared by

John Harbilas, Senior Planner

approved by

Randy Knight, City Manager

subject

Request of John and Gold Cohen Trust, for Conditional Use approval to develop a 6,956 square-foot auto parts retail store (Autozone), at 2684 Lee Road, zoned C-3.

motion | recommendation**Staff recommendation is for approval, subject to the following conditions:**

1. Façade materials behind the wall signage on all sides, are to be a light-colored brick or textured cement panel.
2. The decorative water table around building base to be made out of brick, cast stone, or painted precast colored to match the parapet cornice.
3. Dumpster enclosures and ground signs shall be designed to mimic the material palette of the principal building.
4. Store operating hours to be no later than midnight, with no overnight parking.
5. Vehicle maintenance services, such as fluid and oil changes, are not permitted on site.
6. That urban forestry review any conflicts between the overhead power lines and placement of canopy trees.

background

The applicant is requesting Conditional Use approval to develop a 6,956 square foot Autozone at 2684 Lee Road, zoned C-3. The property is just east of the I-4 eastbound exit ramp, on the south side of Lee Road, which is the same property as the previous Denny's restaurant that is no longer in operation.

Section 58-76 of the City Land Development Code allows retail automobile part sales as a conditional use in the C-3 Commercial Zoning District.

The applicant is now looking to demolish the Denny's building and put a new single-story Autozone store in the same general location. The site plan orients the building at the northeast corner of the site, with the parking lot and dumpster in the rear. In total, 36 spaces are

provided, which satisfies the 21 spaces required by code. The nonconforming Denny's pole sign at the southwest corner will be removed as part of the new development and replaced with a monument sign.

As part of the 12 conditional use criteria, the Board is to review the request to ensure the use, operation, site, and architecture are compatible with the surrounding community. Given the site's location is along a major thoroughfare and the entrance to the city, the appearance of both the building and the landscaping should emulate the Winter Park character and standards. Staff has worked with the applicant to make adjustments to the site layout and some material improvements. Additional conditions are proposed to ensure the building materials complement the building style, and the store operation is compatible with the surrounding area.

The item was heard by the Planning and Zoning Board on May 6, 2025. The motion was made to recommend approval subject to the 5 staff conditions, and added that urban forestry review the landscape plan for any conflicts with the overhead powerlines. The applicant has made adjustments to the architecture and is working with Urban Forestry in regards to the landscaping.

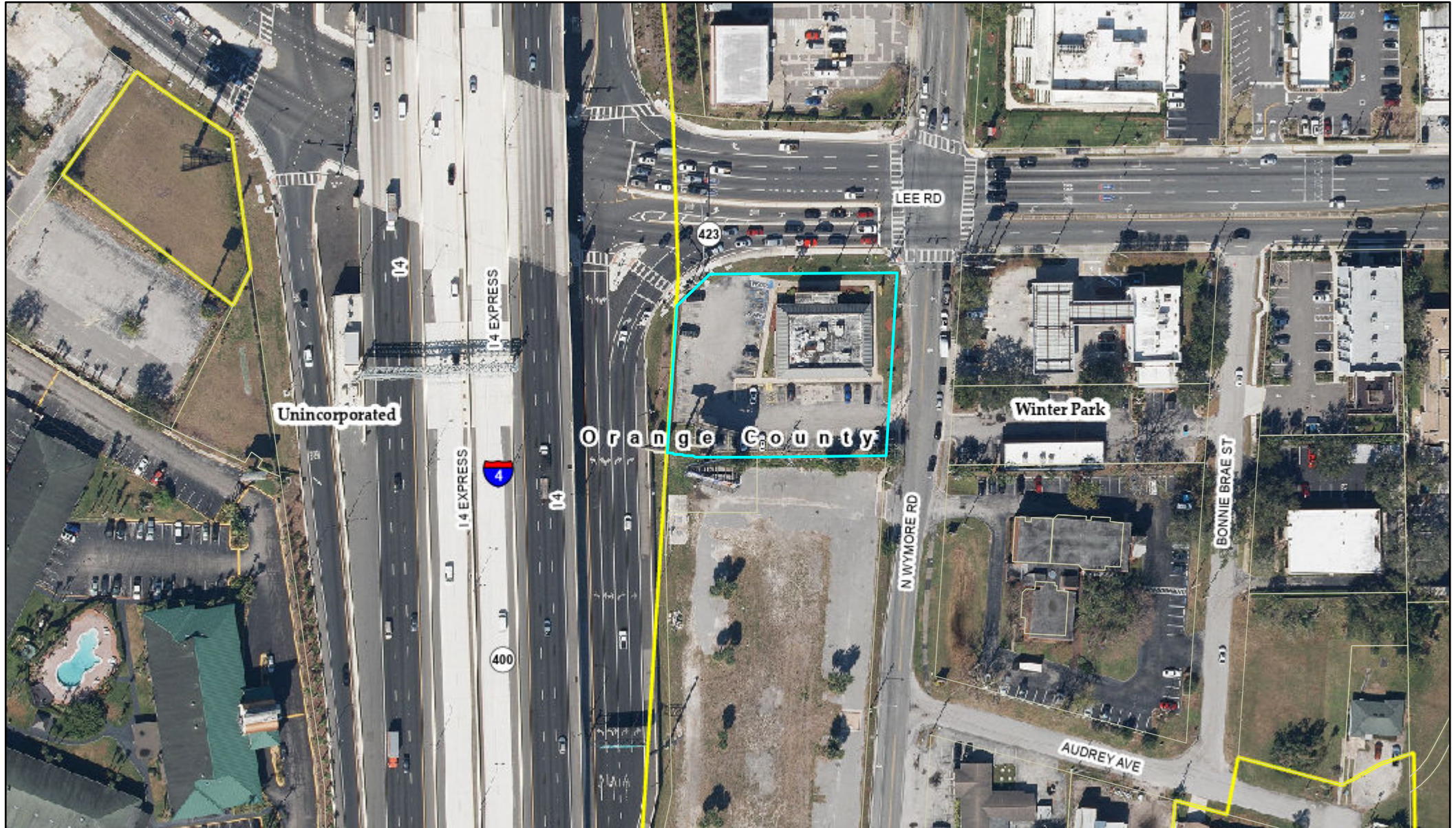
alternatives | other considerations

fiscal impact

attachments

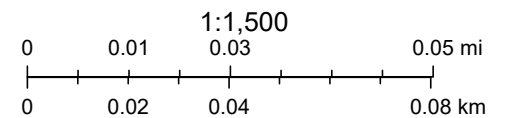
1. Aerial Map
2. Landscape Plans Autozone
3. Color Elevations final
4. CIVIL SET - 2025-03-05_esign

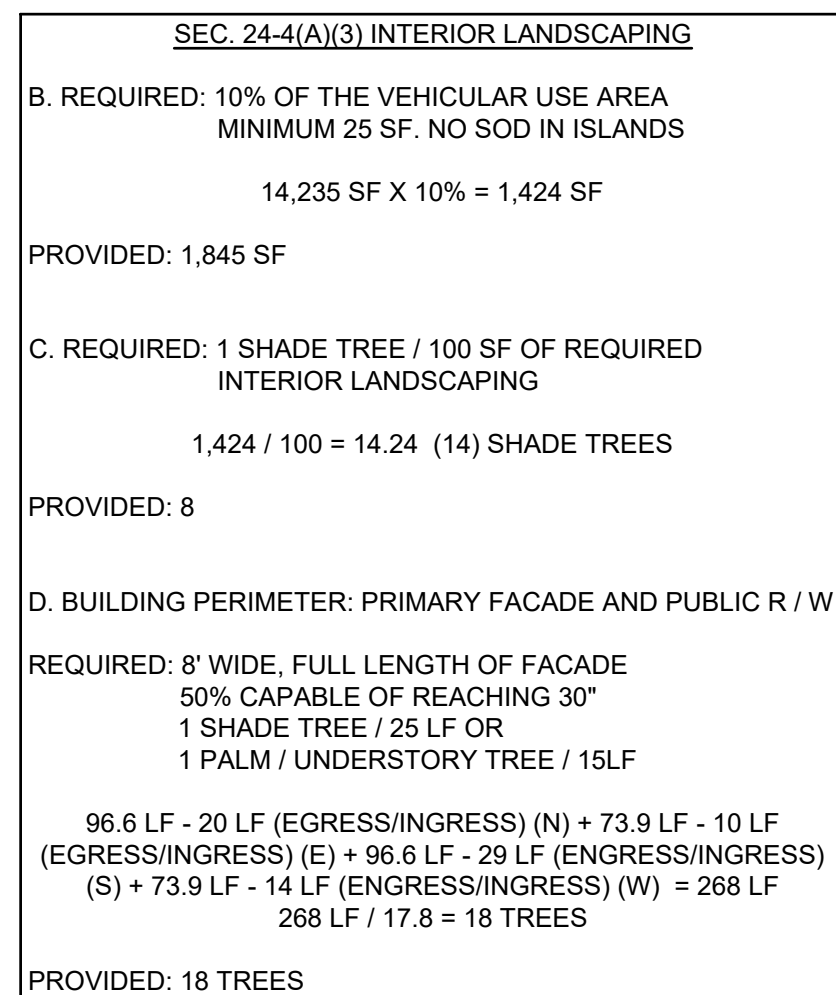
Autozone Aerial



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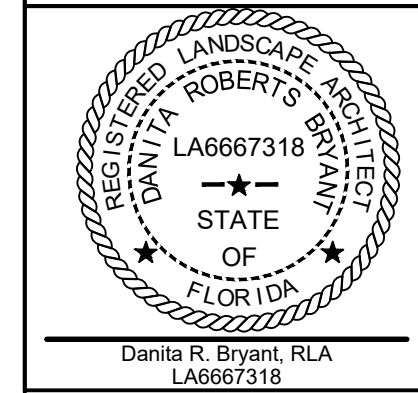
☐ Parcels Orange



**L1.0**

TREE RETENTION PLAN & LANDSCAPE PLAN

Owner / Developer: AUTOZONE STORES LLC
123 South Front Street, 3rd Floor
Memphis, Tennessee 38103
TEL: 901-495-8709 FAX: (901) 495-8969
For Bidding & Contractor Information Contact:
Dodge Data & Analytics, Tel. 413-930-4215
Cindy.seary@construction.com



6W2R

L1.0

LANDSCAPE NOTES:

- The landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.
- The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface utilities.
- Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. Locations of existing buried utility lines shown on the plans are based upon best available information and are considered to be approximate. It shall be the responsibility of the contractor to verify the locations of utility lines within and adjacent to the work area to protect all utility lines during the construction period to repair any and all damage to utilities, structures, site appearances, etc. which occurs as a result of the construction to field adjust the location of proposed trees and palms 10' off the center of the utility lines. Notify the Landscape Architect if a 10' offset does not function.
- The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to ensure availability and proper location of irrigation items and plants.
- Contractor shall ensure that there are no visual obstructions to vehicle lines of sight and traffic controls. Contractor shall field adjust tree and/or large shrub locations to avoid any such obstructions.
- Trees shall be maintained by the owner to avoid future such obstructions by pruning trees and/or shrubs as necessary utilizing horticulturally sound techniques.
- All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.
- All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Stock, Part I and II, published by the Florida Department of Agriculture and Consumer Services.
- The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. Trunk caliper (trunk diameter) is measured 6 inches from the ground on trees up to and including 4 inches in caliper, and 12 inches from the ground for larger trees. Since trunks are seldom round, the average of the largest diameter and that perpendicular to it is referred to as caliper. When the plant list description calls out DBH or caliper at DBH, it shall govern over the caliper definition in this note.
- The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.
- Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.
- Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.
- TOPSOIL

Topsoil shall be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity that produces heavy growth. Topsoil shall have a pH range of 5.5 to 7.4, free from subsoil, objectionable weeds, litter, sods, stiff clay, stones larger than 1-inch in diameter, stumps, roots, trash, toxic substances, or any other material which may be harmful to plant growth or hinder planting operations. Top soil shall contain a minimum of three percent organic material. 6" Top Soil shall be placed in all turf & landscape areas.

- All tree pits shall be excavated to size and depth in accordance with the Florida Grades & Standards for Nursery Stock, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill all tree pits with water before planting to assure proper drainage percolation is available.
- The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered for plants to thrive as defined by Florida Grades and Standards for Nursery stock until time of acceptance. It shall be the Landscape Contractor's responsibility to assure that plants are not over watered.
- It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to re-straighten and replant all plants which lean or fall and to replace all plants which are damaged due to lack of proper guying or staking. The Landscape Contractor shall be legally liable for any damage caused by instability of any plant material.
- All Palms to be staked as indicated per Palm staking details. All other trees to be stabilized utilizing 8' lodge poles per tree planting details.
- Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.
- Sod shall be of a species specified on the drawings and originate from a commercial turf grower, whose farm is free of muck soils. Muck grown sod will not be approved. It shall be a dense stand of live turf, reasonably free of weeds, well matted with grass roots in rectangles 12 inch by 24 inch or in 12 inch wide rolls in a length consistent with the equipment and methods used to handle the rolls and place the sod. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable. The soil and root mat shall be a minimum of 1-1/2 inch thick and must hold together during placement. Sod shall be placed adjacent to one another to avoid gaps and overlaps. Joints shall be staggered between the rows. Sod placed on slopes exceeding 3:1 shall be pinned with turf staples. Sod turf, shall have been mowed a minimum of one week prior to cutting and delivery, so that the length of the turf is no longer than 4 inches at time of delivery. Place sod within 48 hours of cutting the sod. The sod shall be kept moist throughout the 48 hour period and maintain the health and viability of the sod. Submit a letter of certification to the Owner's CEI Representative, at time of delivery, as to the source of the sod, the time it was cut, the species and cultivars provided, last mowing date, and that the sod is free of fire ants. Sod which has been cut for longer than 48 hours after being cut shall not be used unless specifically authorized by Owner's CEI Representative.
- It shall be the Contractor's responsibility to measure and determine the exact quantity of sod required for a complete job at the time of bidding or providing a price quote. The Owner shall not be responsible for additional cost due to the Contractor's under estimating of the quantity of sod for the original bid area.
- The Landscape Contractor shall insure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.
- UNSUITABLE SUBSOILS
Locations containing unsuitable subsoil shall be treated by one or more of the following:

- Where unsuitability is deemed by Owner or Owner's Representative to be due to excessive compaction caused by heavy equipment and where natural subsoil is other than AASHTO classification of A6 or A7, loosen such areas with spikes, discs, or other means to loosen soil to condition acceptable to Owner. Loosen soil to minimum depth of 12 inches with additional loosening as required to obtain adequate drainage. Contractor may introduce peat moss, sand, or organic matter into the subsoil to obtain adequate measures shall be considered as incidental, without additional cost to Owner.
- Where unsuitability is deemed by Owner or Owner's Representative to be due to presence of boards, mortar, concrete, graded aggregate base, or other construction materials in sub grade and where natural subsoil is other than AASHTO classification of A6 or A7, remove debris and objectionable material. Such remedial measures shall be considered as incidental, without additional cost to Owner.
- Where unsuitability is deemed by Owner to be because natural subsoil falls into AASHTO classification of A6 or A7 and contains moisture in excess of 30 percent, then installation of sub drainage system or other means described elsewhere in Specifications shall be used. Where such conditions have not been known or revealed prior to planting time and they have not been recognized in preparation of The Drawings and Specifications, then Owner shall issue pricing order to install proper remedial measures.
- Planting beds where existing subsoil is determined by Owner to be unsuitable for plant growth in accordance paragraph Unsuitable Subsoil herein shall be excavated to a depth of 12 inches or as needed to provide adequate drainage. Replace excavated soil with planting soil.

- The Landscape Contractor shall ensure that his work does not interrupt established or projected drainage patterns.
- The Landscape Contractor shall prune, shape and remove dead foliage/limbs from existing plant material to remain. Confirm with the Landscape Architect or Owner the extent of work required at time of Bidding.

- Mulch - All plant beds shall be top dressed with 3" shredded hardwood mulch (or approved equal). Cypress mulch not permitted. A 5' diameter mulch ring is to be placed around trees located in sod areas or outside of planting beds.

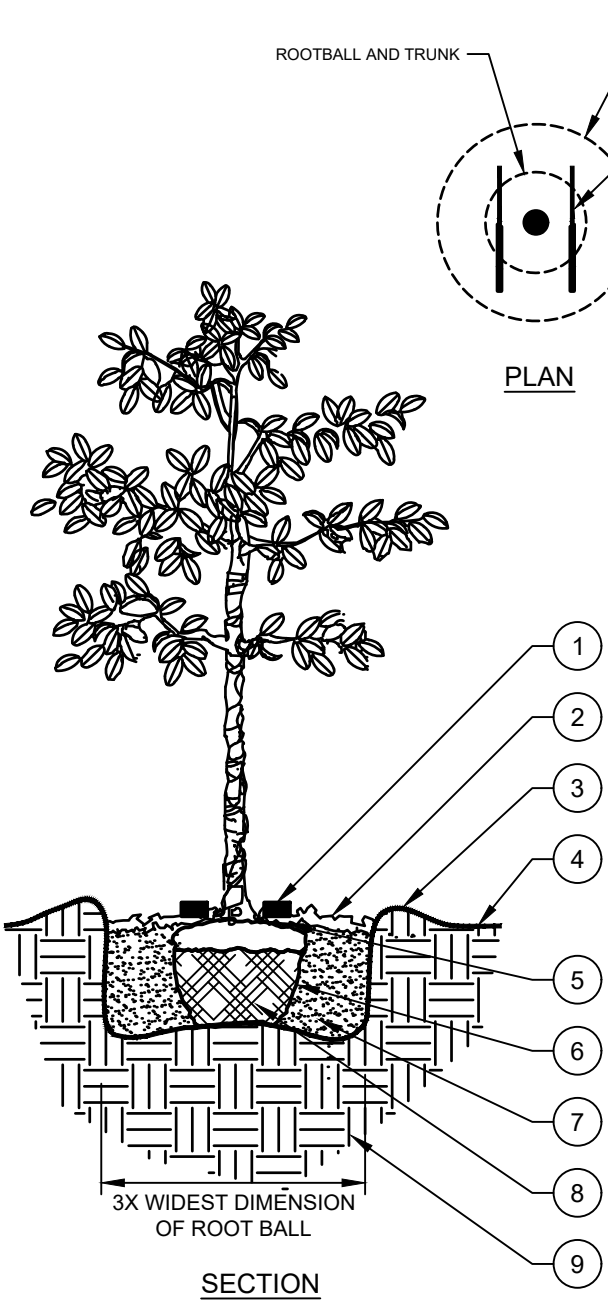
- Transplanted Material - The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.

MAINTENANCE PRIOR TO FINAL INSPECTION AND ACCEPTANCE:

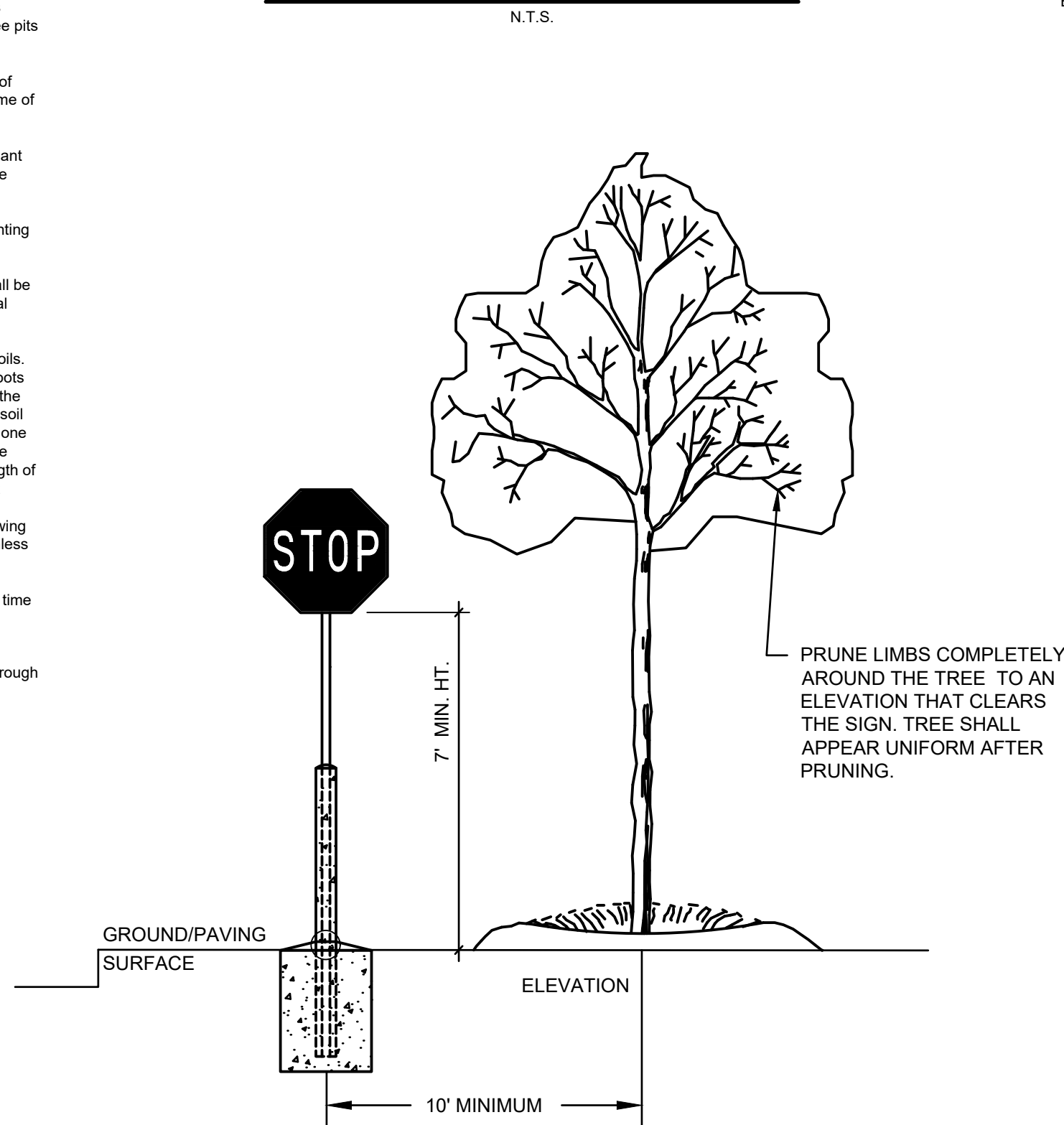
- Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures.
- Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting saucer and all other care needed for proper growth of the plants.
- During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall notify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated date.
- At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor Stating the date when the Maintenance Period ends.

GUARANTEE AND REPLACEMENT:

- All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.
- At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement.
- All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.



SMALL TREE PLANTING (14' OR LESS)



ALL TREES TO BE PLANTED NO CLOSER THAN 10' IN ALL DIRECTIONS FROM ANY TRAFFIC SIGNS

TREE PLANTING AT TYPICAL SIGN

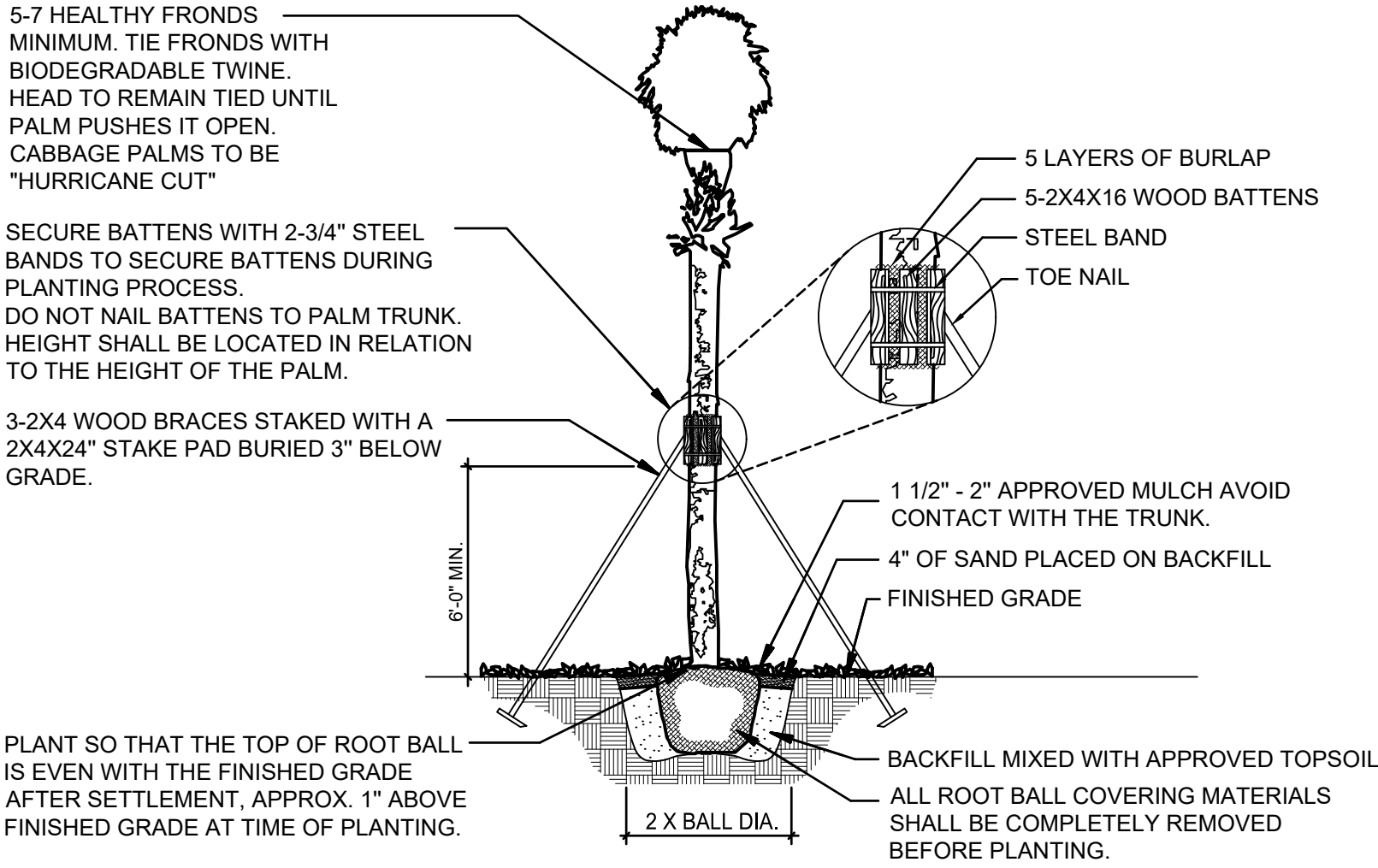
N.T.S.

MULCH, PER SEC. 24-8(4), SHALL BE ORGANIC AND SHALL NOT BE PLACED ON TOP OF THE ROOT BALL OR PLACED AGAINST THE TRUNK. MULCH SHALL BE APPLIED A MINIMUM OF 12" TO 18" FROM THE TRUNK OF ANY SIZE TREE. MATERIALS SUCH AS ROCK AND SHELLS THAT DO NOT BIODEGRADE, ARE NOT DEEMED ACCEPTABLE. FAILURE TO INSTALL MULCH (AND TYPE OF MULCH) AS PROVIDED BY SPECIFICATION ABOVE MAY RESULT IN A FAILED INSPECTION. REFER TO <http://hort.ifas.ufl.edu/wyover/mulching.shtml> FOR MORE INFORMATION

IRRIGATION SHALL BE DESIGNED AND INSTALLED SO AS TO CONFORM WITH CHAPTER 37, SECTIONS 601-613 OF THIS CODE. THE IRRIGATION SYSTEM INSTALLED WILL BE PERMANENT FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING HEALTH OF THE PLANT MATERIAL.

PURSUANT TO ORANGE COUNTY LDC 24-4 (1)(1) REFERRING TO THE 40/40/20 PLAN, THE FOLLOWING TOTALS SHALL PROVE COMPLIANCE AS FOLLOWS:

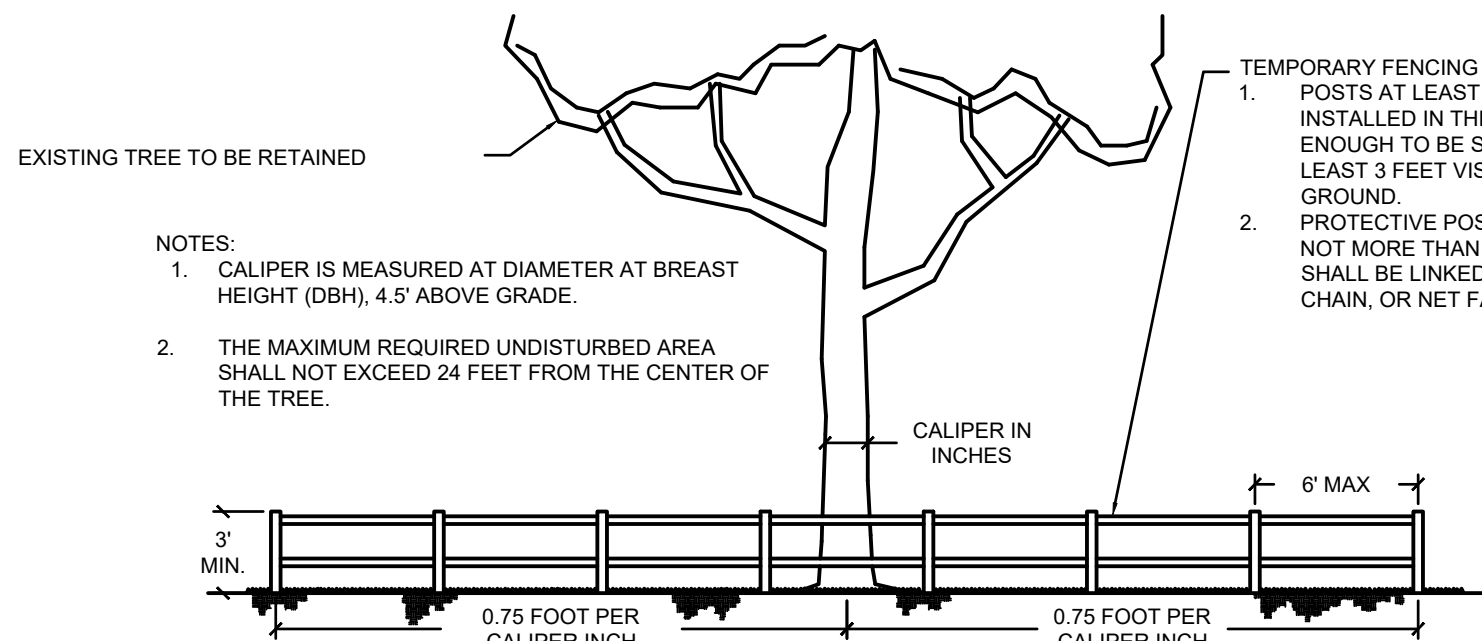
- THE SITE HAS BEEN LANDSCAPED IN ITS ENTIRETY USING HIGH WATER USE LANDSCAPE MATERIAL WHICH IS 0% OF THE TOTAL LANDSCAPE AREA OF 11,794 SF.
- THE SITE HAS BEEN LANDSCAPED WITH 11,600 SF. OF LOW WATER USE LANDSCAPE MATERIAL WHICH IS 98% OF THE TOTAL LANDSCAPE AREA OF 11,794 SF.
- THE SITE HAS BEEN LANDSCAPED WITH 194 SF. OF MODERATE WATER USE LANDSCAPE MATERIAL WHICH IS 2% OF THE TOTAL LANDSCAPE AREA OF 11,794 SF.
- THE SITE HAS BEEN LANDSCAPED WITH 0 SF. OF IRRIGATED SOD NOT IN A SWALE OR LAKE BANK WHICH IS 0% OF THE TOTAL LANDSCAPE AREA OF 11,794 SF.



PLANT SO THAT THE TOP OF ROOT BALL IS EVEN WITH THE FINISHED GRADE AFTER SETTLEMENT, APPROX. 1" ABOVE FINISHED GRADE AT TIME OF PLANTING.

PALM STAKING DETAIL

N.T.S.



TREE PROTECTION DETAIL

N.T.S.

TREE BARRICADE APPROVAL
OBTAIN CITY APPROVAL OF TREE BARRICADES PRIOR TO BEGINNING CLEARING OPERATIONS OR ANY SITE DEVELOPMENTS

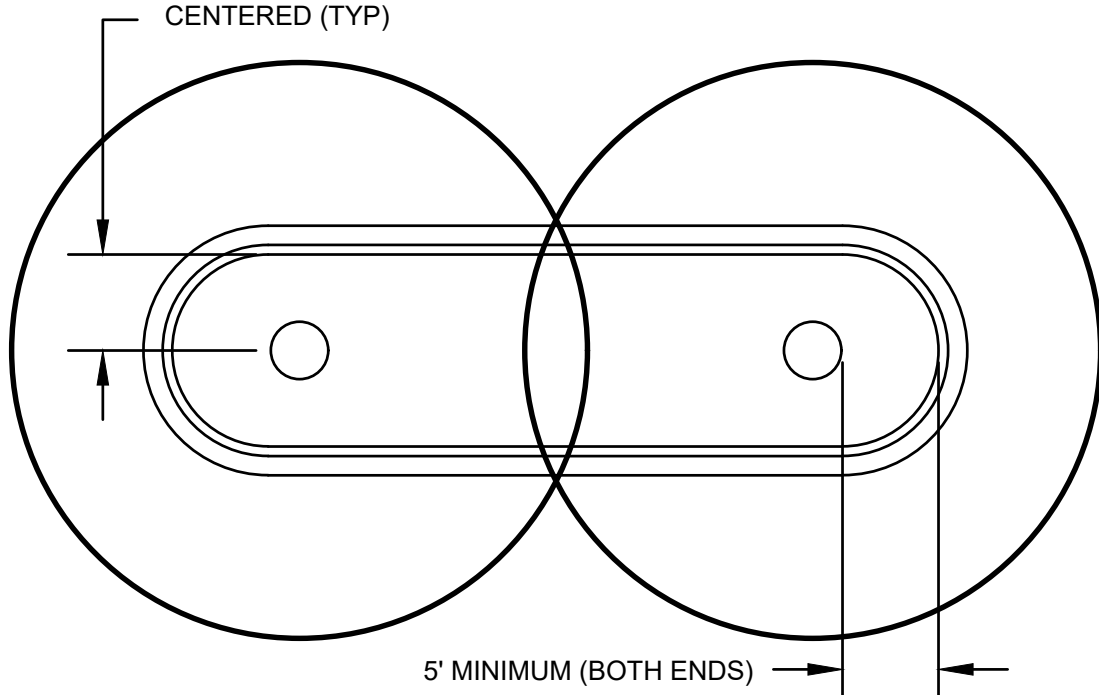
TREE PROTECTION NOTES:

- Four (4) foot high solid orange construction fencing shall be installed encompassing 75 foot in radius for each inch of trunk diameter. When surveyed fencing shall be moved to the edge of the tree protection area (TPA) as indicated on plans and be maintained through completion of construction.
- Where the TPA occurs within 10 feet of the tree trunk, a tunneling device shall be used to prevent severing of tree roots.
- All equipment and/or materials are prohibited within the TPA. Including but not limited to cement wash-out, chemicals, fuel or equipment servicing.
- Grade changes shall not occur within the TPA. No fill shall be added, removed or stored within the TPA with exception of prescribed potting soil (see item 10).
- Brush and weeds occurring within the TPA shall be cleared by hand or utilizing only the mower of a light wheeled farm tractor (less than 60 hp). During such activities soil profiles shall not be disturbed.
- Roto-tilling, disking, root raking or other clearing methods that disturb the soil profile are expressly prohibited.
- Utility lines and/or irrigation lines can occur within the TPA if appropriate tunneling is provided to minimize damage to existing roots.
- Saved trees shall be pruned to remove dead and damaged wood, correct structural defects and to provide access and visibility.
- Canopy and root pruning shall be completed under direct observation of the owner AN ISA certified arborist and be accomplished by an arborist with five years or more experience pruning live oaks to ISA standards. Arborist must obtain approval from the owner prior to commencement of pruning activities. Two week advance notification is required.
- Landscaping within TPA shall not disturb existing soil profiles, a maximum of 1" of mulch over the root system.

INSPECTION SCHEDULING: TO SCHEDULE A LANDSCAPE INSPECTION FOR ALL COMPLETED PERMITS, USE THE "FAST TRACK" APPLICATION AT <https://fasttrack.ocfl.net/publicportal/oc/index.jsp> AND REQUEST A CODE "270" LANDSCAPE/ZONING INSPECTION. IF HAVING TROUBLE SCHEDULING PLEASE CALL THE BUILDING SAFETY DIVISION AT (407) 836-5550. ALL PERMITS ASSOCIATED WITH THE PROJECT THAT ARE COMPLETE AND HAVE A LANDSCAPE OR ZONING HOLD SHOULD BE ENTERED IN ORDER FOR ALL LANDSCAPE/ZONING HOLDS TO BE RELEASED UPON SATISFACTORY INSPECTION. INSPECTIONS ARE CONDUCTED ON TUESDAYS AND FRIDAYS ONLY AND SHALL BE SCHEDULED NO LATER THAN MIDNIGHT ON THE NIGHT BEFORE THOSE DAYS IN ORDER TO ENSURE THAT THE INSPECTION WILL TAKE PLACE. ****ANY TREES PROPOSED TO BE PRESERVED ON THIS PLAN THAT ARE SUBSEQUENTLY REMOVED, SHALL BE CONSIDERED A VIOLATION, AND AS SUCH SHALL BE REPLACED IN INCHES ON SITE AT A 2:1 RATIO FOR NON-SPECIMEN TREES AND AT A RATIO OF 4:1 FOR SPECIMEN TREES. AS AN ALTERNATIVE, THE VIOLATION MAY BE SATISFIED VIA PAYMENT INTO THE COUNTY TREE FUND OR BY SOME COMBINATION OF PAYMENT AND ONSITE PLANTING. THE CURRENT FEE, AS MAY BE AMENDED BY THE ORANGE COUNTY BCC, IS \$106.00 PER INCH. IN ALL CIRCUMSTANCES, MITIGATION MUST BE SATISFIED PRIOR TO THE RELEASE OF THE LANDSCAPE/ZONING HOLD(S).

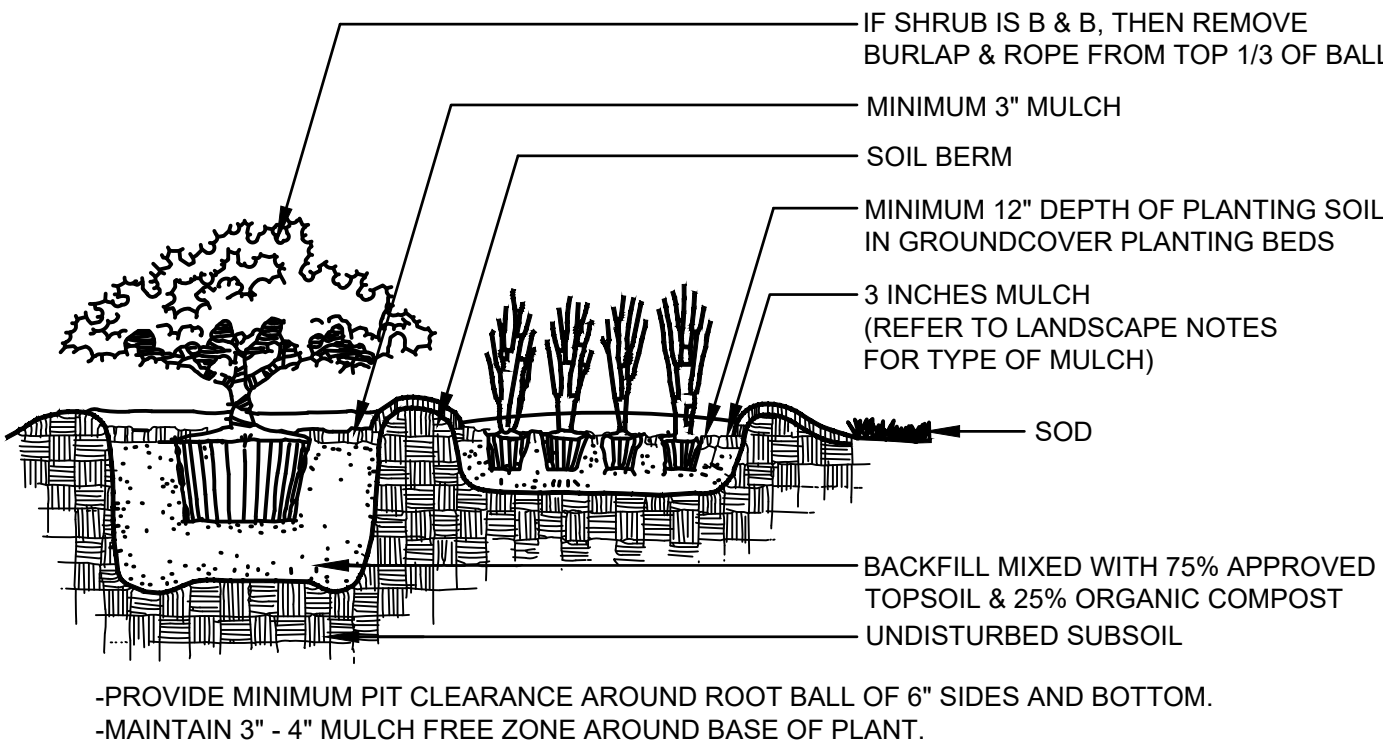
- ALL TREES SHALL BE FLORIDA GRADE #1
- SPECIFIC PLANT MATERIAL LAYOUT MAY VARY DUE TO FIELD CONDITIONS
- ALL LAWN AREAS AND AREAS NOT DEFINED AS HARDSCAPE, SHALL BE SOLID SOD, UNLESS OTHERWISE NOTED
- ALL LANDSCAPED AREAS TO BE IRRIGATED WITH A FULLY AUTOMATED, UNDERGROUND SYSTEM, PROVIDING 100% COVERAGE
- FIRE HYDRANTS AND FIRE PROTECTION APPLIANCES SHALL BE KEPT ACCESSIBLE TO THE FIRE DEPARTMENT AT ALL TIMES. CLEARANCES OF SEVEN FEET SIX INCHES IN FRONT OF AND TO THE SIDES OF THE HYDRANT OR APPLIANCE, FOUR FEET OF CLEARANCE TO THE REAR OF THE HYDRANT OR APPLIANCE AND A VERTICAL CLEARANCE OF EIGHT FEET MINIMUM.

- SEC. 24-8 - LANDSCAPE MATERIALS/INSTALLATION
- PLANT QUALITY: PLANT MATERIAL USED TO SATISFY SECTIONS 24-4 AND 24-5 MUST MEET OR EXCEED "FLORIDA NO. 1", AS ESTABLISHED IN THE LATEST PUBLICATION BY THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, TALLAHASSEE, FLORIDA.
 - POTABLE WATER CONSERVATION: UNLESS REUSE WATER IS UTILIZED, PLANT MATERIAL MUST BE NATIVE TO OR ADAPTABLE TO THE SITE AND POSSESS APPROPRIATE WATER REQUIREMENTS ACCORDING TO APPROPRIATE WATER MANAGEMENT DISTRICT GUIDELINES.
 - INSTALLATION: ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO ACCEPTED COMMERCIAL PLANTING PROCEDURES. SOIL SHALL BE FREE OF LIMESTONE ROCK AND OTHER CONSTRUCTION DEBRIS. ALL LANDSCAPED AREAS SHALL BE PROTECTED FROM VEHICLE ENCRoACHMENT BY WHEEL STOPS OR CURBS.



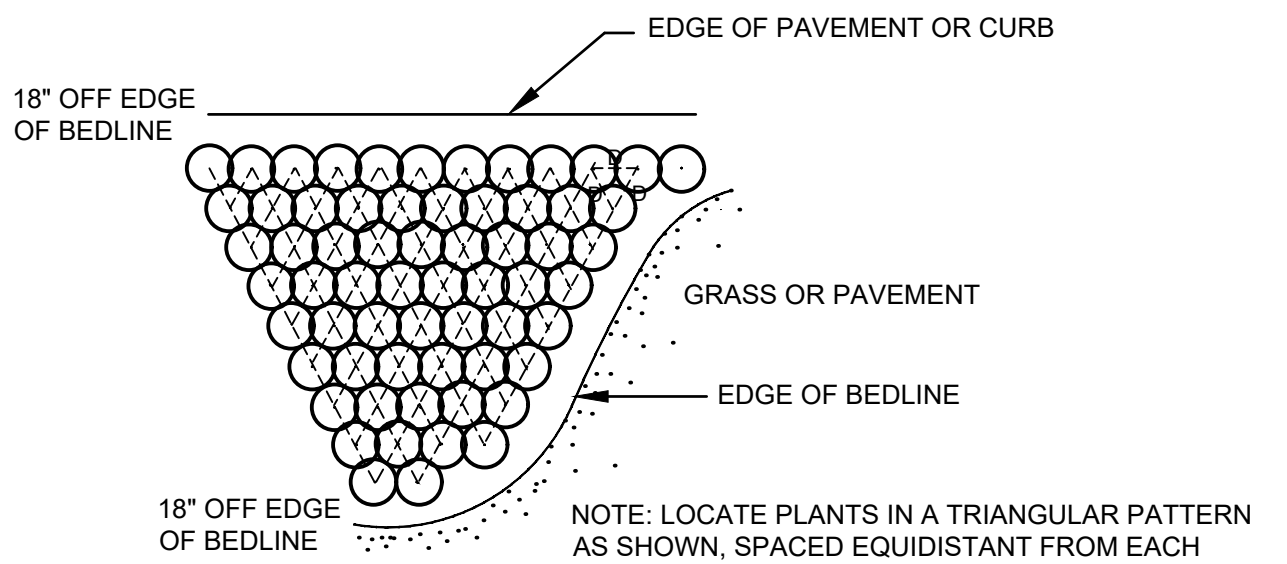
ALL TREES PLANTED IN LANDSCAPE ISLANDS OR ANY LANDSCAPED AREAS SHOULD BE A MINIMUM OF 5' OFF OF BACK OF CURB UNLESS ABSOLUTELY NECESSARY DUE TO UTILITY LINES/PIPES LOCATION.

TYPICAL ISLAND PLANTING



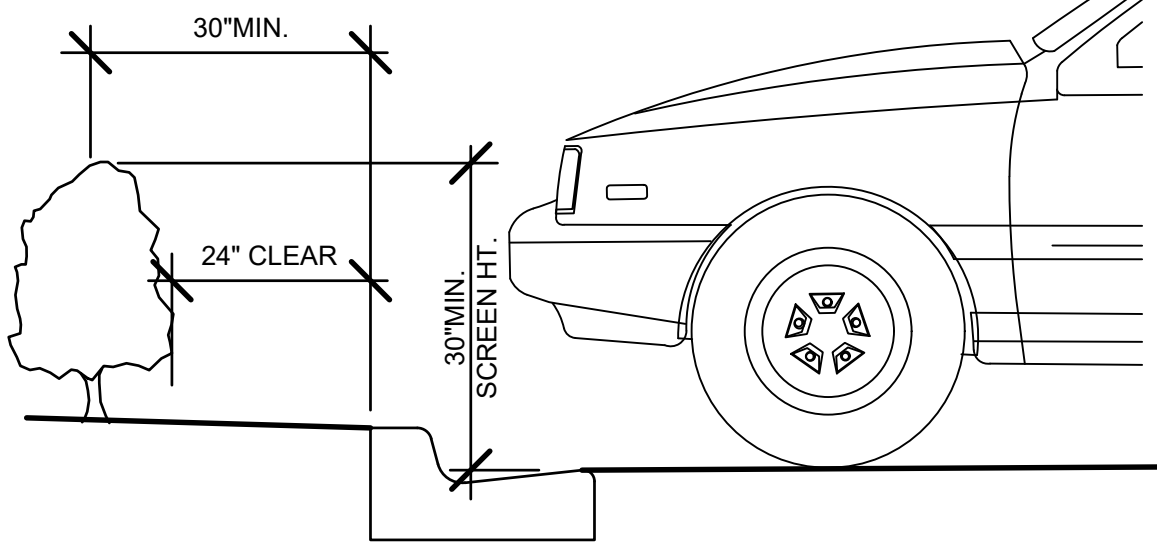
SHRUB AND GROUND COVER PLANTING DETAIL

N.T.S.



SHRUB/GROUND COVER SPACING PLAN

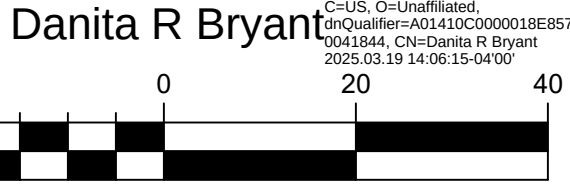
N.T.S.



NOTES:
INSTALL HEDGE ALONG PARKING BAYS A MINIMUM OF 30" BEHIND BACK OF CURB TO ALLOW FOR 24" VEHICULAR OVERHANG. AT TIME OF INSTALLATION, HEDGE SHALL SCREEN A MINIMUM OF 30" ABOVE FINISH GRADE OF PARKING STALLS.

TYPICAL SECTION - HEDGE INSTALLATION

N.T.S.



Graphic Scale in Feet

Plans Prepared By: CPH, Inc.

5601 Mariner Street, Suite 105 Tampa, FL 33609
Ph: 813.288.0233

Eng. C.O.A. No. 3215 Arch. Lic. No. AA2600926
Survey L.B. No. 7143 Landsc. Lic. No. LC0000298

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

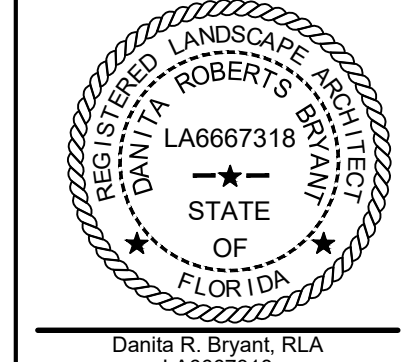
Danita R. Bryant, State of Florida, Professional Landscape Architect, License LA 6667318. This item has been digitally signed and sealed by Danita R. Bryant on the date indicated below. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

REVISIONS	4	5	6
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2			
3			

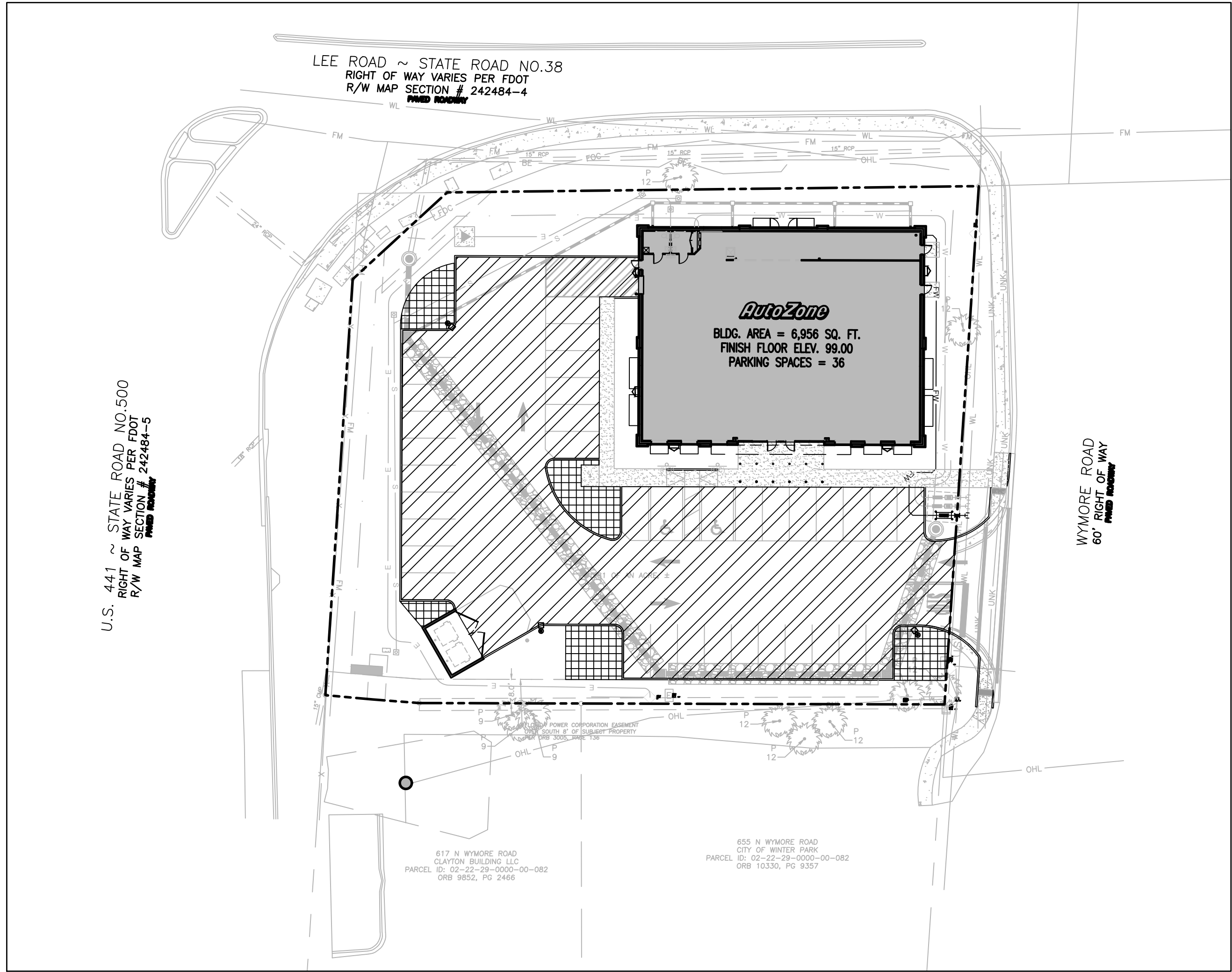
AutoZone Store No. FL10354
2684 LEE ROAD,
WINTER PARK, FLORIDA 32789

LANDSCAPE NOTES & DETAILS

Owner / Developer: AUTOZONE STORES LLC
123 South Front Street, 3rd Floor
Memphis, Tennessee 38103
TEL: 901-495-8709 FAX: (901) 495-8969
For Bidding & Contractor Information Contact:
Dodge Data & Analytics, Tel. 413-930-4215
Cindy.searcy@construction.com

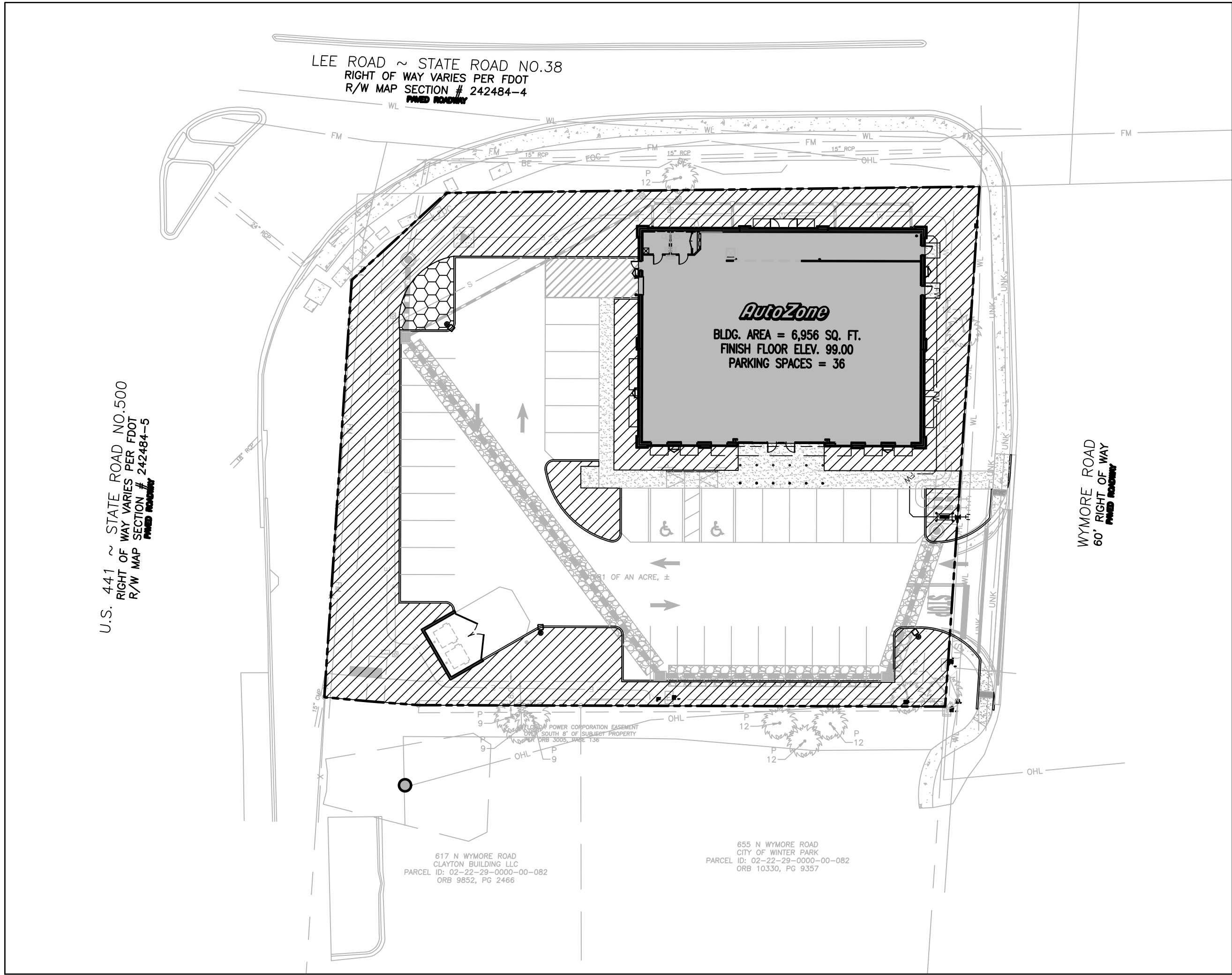


Mar 19, 2025
6W2R
15.0



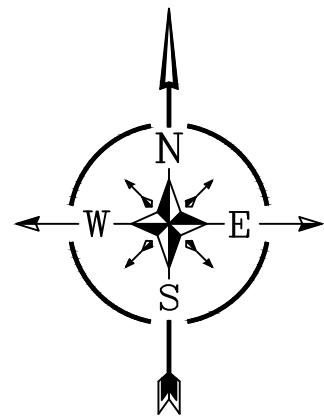
V.U.A. KEY MAP
SCALE: 1" = 30'

TOTAL OPEN SPACE	15,668 SF.	100%
PARKING LOT AREA	14,235 SF.	90.8%
LANDSCAPED AREAS	1,433 SF.	9.2%



WATER USE MAP
SCALE: 1" = 30'

WATER USE AREAS	12,013 SF.	100%
LOW WATER USE ZONE	11,663 SF.	97%
MODERATE WATER USE ZONE	350 SF.	3%
HIGHER WATER USE ZONE	0 SF.	0%



Danita R Bryant
CPLS, CPH, Inc.

6501 Mariner Street, Suite 105 Tampa, FL 33609
Ph: 813.288.0233

Plans Prepared By:
CPH, Inc.

Eng. C.O.A. No. 3215 Arch. Lic. No. AA2600926
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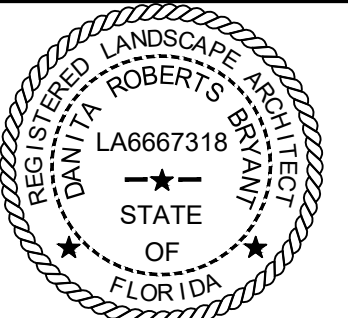
Danita R. Bryant, State of Florida,
Professional Landscape Architect,
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has been digitally signed and
sealed by Danita R. Bryant on the
date indicated below. Printed
copies of this document are not
considered signed and sealed
and the signature must be verified
on any electronic copies

REVISIONS	1	4	5	6

AutoZone Store No. FL10354
2684 LEE ROAD,
WINTER PARK, FLORIDA 32789

VUA KEY MAP & WATER USE MAP

Owner / Developer: AUTOZONE STORES LLC
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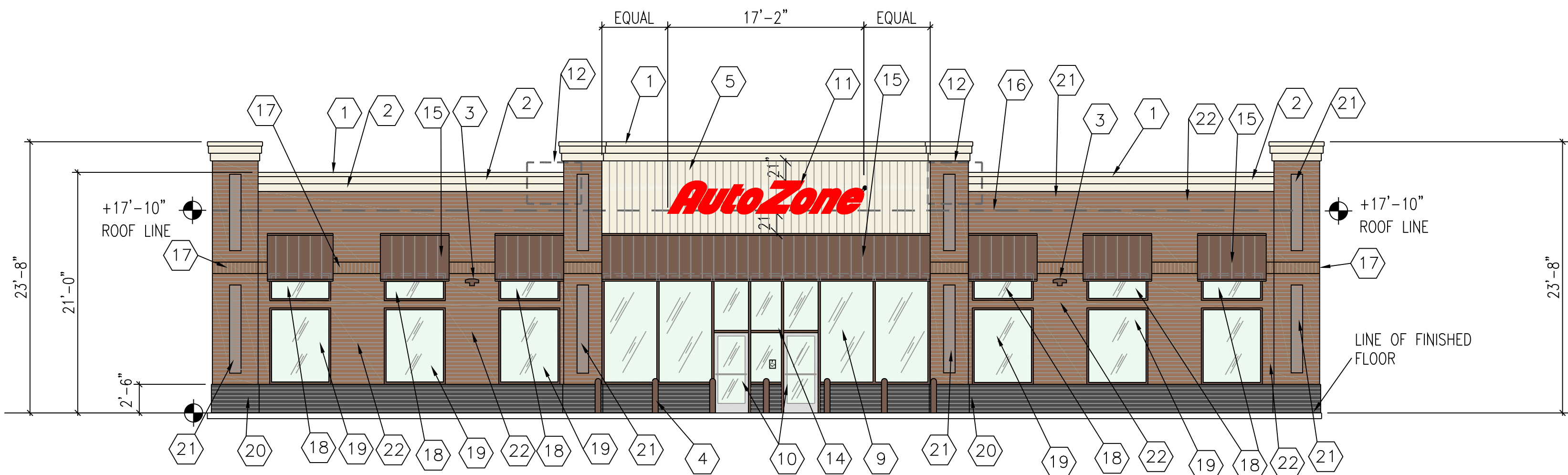


Danita R. Bryant, RLA
LA6667318

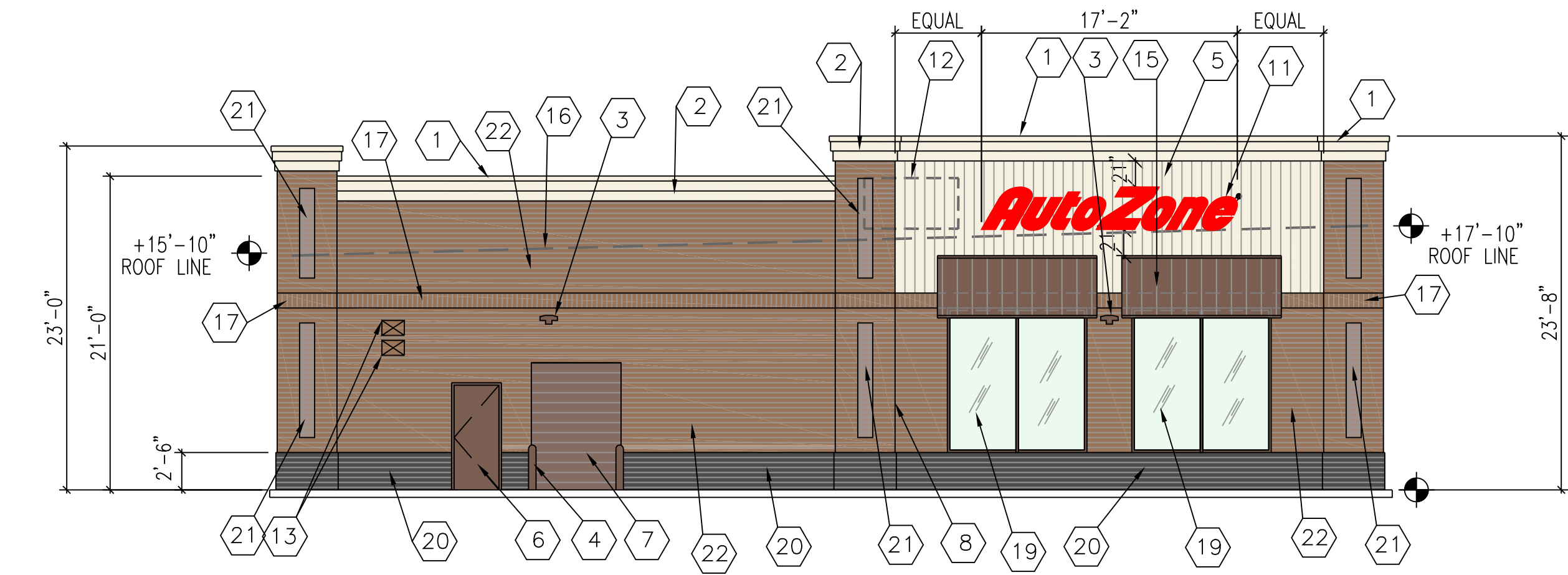
Mar 19, 2025

6W2R

L5.1



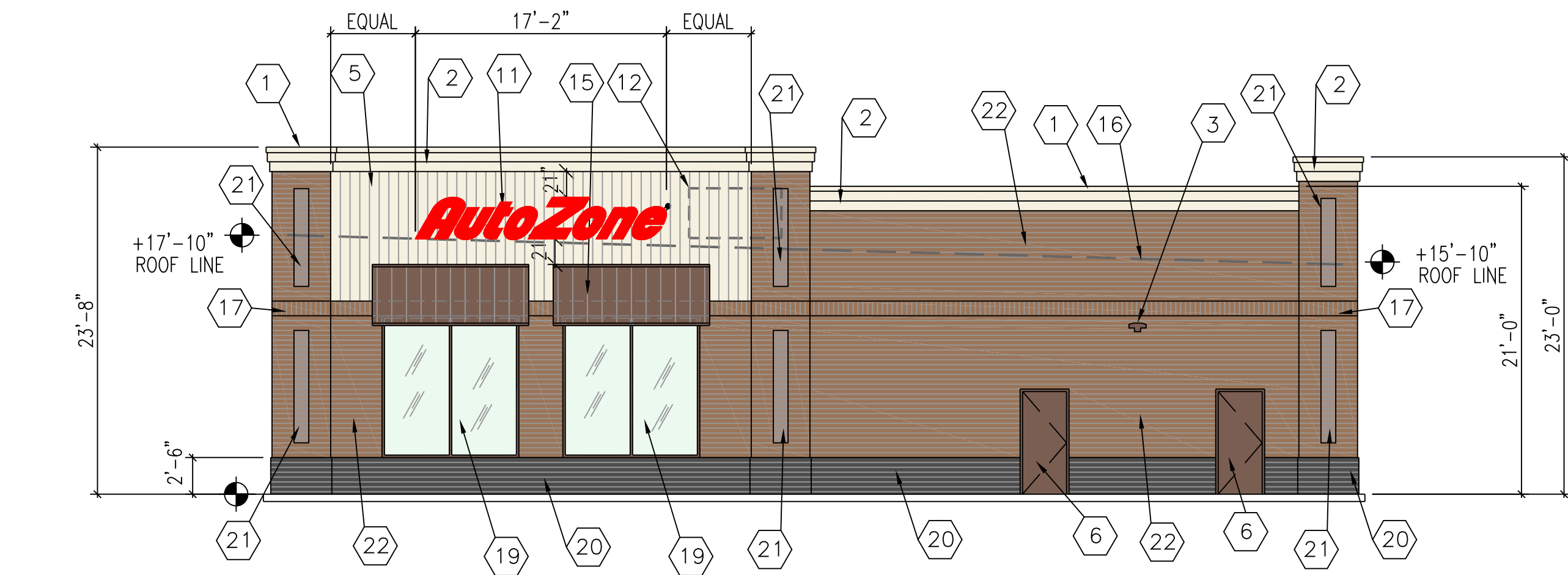
FRONT WALL
(HIGH SIDE)



LEFT SIDE WALL



REAR WALL
(LOW SIDE)



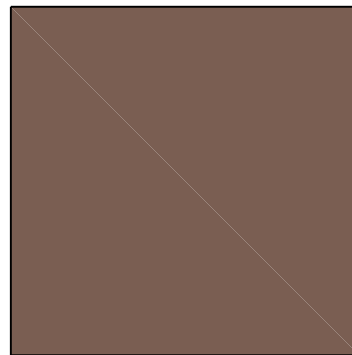
RIGHT SIDE WALL

PALMETTO BRICKS -
1.25 GREYSTONE



BRICKS

BRONZE

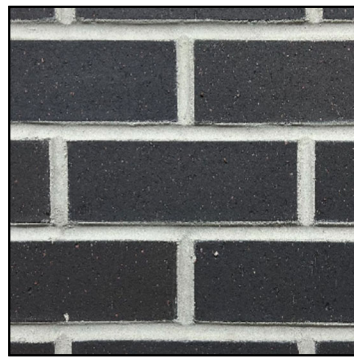


METAL AWNING

PALMETTO BRICKS -
0.75 GREYSTONE



PALMETTO BRICKS -
BLACKSTONE WIRECUT



ROOF HEIGHT

AWN01W

- 1 TWO PIECE COMPRESSION TRIM - SW#6091 RELIABLE WHITE
- 2 COLOR:DECORATIVE FOAM CORNICE- COLOR: SW#6091 RELIABLE WHITE
- 3 WALL MOUNTED LIGHT FIXTURE
- 4 PIPE GUARD WITH BROWN SLEEVE
- 5 ALLURA TEXTURED GROOVED 8" OC FIBER CEMENT PANEL W/ CLEAR ANODIZED PANEL TRIM BY "EASY TRIM"
- 6 PAINT MAN DOOR & METAL FRAMES - DARK BRONZE FINSH
- 7 DO NOT PAINT OVERHEAD DOOR PAINT ANGLES BLACK
- 8 EXPANSION JOINT
- 9 ALUMINUM STOREFRONT - DARK BRONZE FINISH
- 10 GLASS AND ALUMINUM DOORS - CLEAR ANODIZED FINISH
- 11 FRONT WALL SIGN - 34" RED CHANNEL LETTERS
- 12 HVAC UNITS SCREENED BEHIND PARAPET WALL
- 13 TOILET WALL VENTS PAINT TO MATCH WALL
- 14 STORE ADDRESS - 6" WHITE REFLECTIVE NUMBERS
- 15 3'-0" DEPTH METAL AWNING
COLOR: DARK BRONZE
- 16 ROOF LINE SEE STRUCTURAL DRAWINGS FOR DETAILS
- 17 BRICK - UTILITY SIZE SOLIDER COURSE
COLOR: PALMETTO BRICK - 1.25 GREYSTONE
- 18 CLERESTORY WINDOW - EVERGREEN GLASS
- 19 FAUX WINDOW - TINTED GLASS WITH DARK BRONZE
- 20 STOREFRONT
BRICK - UTILITY SIZE
COLOR: PALMETTO BRICK - BLACKSTONE WIRECUT
- 21 BRICK - UTILITY SIZE STACKED BOND
COLOR: PALMETTO BRICK - 0.75 GREYSTONE
- 22 BRICK - UTILITY SIZE
COLOR: PALMETTO BRICK - 1.25 GREYSTONE
- 23 FAUX STOREFRONT DOOR WITH TINTED GLASS WITH CLEAR ANODIZED FINISH
- 24 ELECTRICAL EQUIPMENT

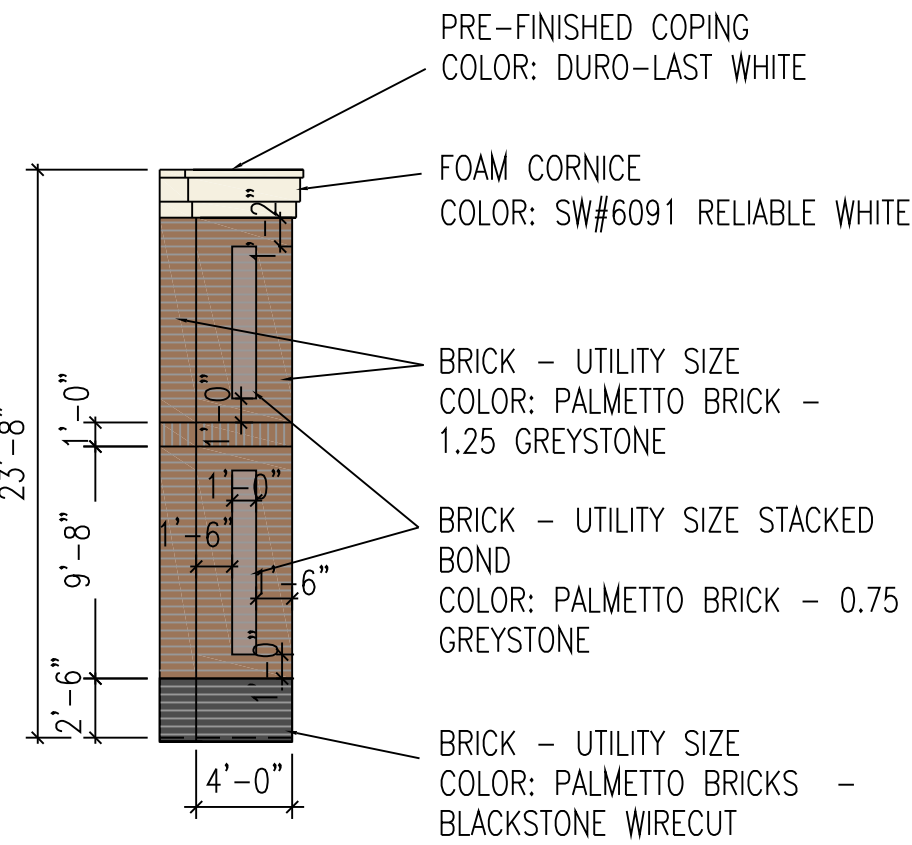
2 ELEVATION KEY NOTES

- GENERAL NOTES:
1. REFER TO SECTION 09900 OF THE SPECIFICATIONS FOR PAINT AND EXTERIOR COATINGS. ALL COLORS ARE BY SHERWIN-WILLIAMS PAINT COMPANY.
 2. PAINT RESTROOM WALL VENTS TO MATCH THE ADJACENT WALL COLOR.
 3. SEALANT AT EXPANSION JOINTS TO MATCH ADJACENT WALL COLOR.
 4. ALL MASONRY JOINTS TO BE CONCAVE TOOLED.

4 GENERAL NOTES

- SIGNAGE NOTES:
1. AUTOZONE'S SIGN VENDOR WILL FURNISH AND INSTALL ALL SIGNS UNLESS OTHERWISE SPECIFICALLY NOTED ON THE DRAWINGS. WALL SIGNS TO BE INSTALLED ON SURFACES THAT ARE FURNISHED AND PREPARED BY GENERAL CONTRACTOR.
 2. SIGN INSTALLER SHALL OBTAIN SIGN PERMITS AND INSTALL ALL FREESTANDING SIGNS AND THEIR FOUNDATIONS UNLESS NOTED OTHERWISE. GENERAL CONTRACTOR SHALL INSURE SIGN LOCATION IS TO GRADE AND SHALL MARK WHERE SIGN IS TO BE LOCATED.
 3. GENERAL CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF PRIMARY ELECTRICAL, AND FINAL ELECTRICAL HOOK-UP. SEE "SM" SHEETS FOR ADDITIONAL INFORMATION.
 4. SEE SHEET E3 FOR LOCATIONS OF J-BOXES TERMINATING EACH WALL SIGN CIRCUIT.

5 SIGNAGE NOTES - BUILDING



FIELD BRICK - UTILITY SIZE
COLOR: PALMETTO BRICK - 1.25 GREYSTONE
BRICK - UTILITY SIZE
COLOR: PALMETTO BRICK - BLACKSTONE WIRECUT
SOLDIER COURSE BRICK - UTILITY SIZE
COLOR: PALMETTO BRICK - 1.25 GREYSTONE
STACKED BOND BRICK - UTILITY SIZE
COLOR: PALMETTO BRICK - 0.75 GREYSTONE
BRICK MORTAR COLOR: #5049 LIGHT ALMOND

3 EXTERIOR WALL COLOR SCHEME

Prepared **AutoZone** STORE DEVELOPMENT

For: Store No. 10534

2684 LEE ROAD

WINTER PARK, FL 32789

COLOR ELEVATIONS

REVISIONS

1.	2.	3.	4.

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



DATE

03/05/25

PROTOTYPE SIZE

65W2-L

CE

AUTOZONE INC.

Architect: GEORGE CALLOW

123 South Front Street, 3rd Floor

Memphis, Tennessee 38103

TEL: (901) 495-8705 FAX: (901) 495-8969

Email Address: george.callow@autozone.com

CONSTRUCTION PLANS FOR



® COPYRIGHT 2013

2684 LEE RD, WINTER PARK, FL 32789
SECTION 2 - TOWNSHIP 22 SOUTH - RANGE 29 EAST
PARCEL ID: 292202000000035

VERTICAL DATUM: NAVD '88

NOTICE

THE SIZE OF THESE PLANS MAY HAVE BEEN SLIGHTLY ALTERED BY REPRODUCTION PROCESSES, THIS MUST BE CONSIDERED WHEN SCALING ANY REPRODUCED PLANS FOR THE PURPOSE OF COLLECTING DATA.

Matthew
S
D'Angelo
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Digitally signed by Matthew S D'Angelo
DN: C=US, O=Unaffiliated, dnQualifier=A01410C0000018F0C30D7E40011E3B1, CN=Matthew S D'Angelo
Reason: I am the author of this document
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Matthew S. D'Angelo, State of Florida, Professional Engineer, License No. 91885. This item has been digitally signed and sealed by Matthew S. D'Angelo on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

REVISIONS

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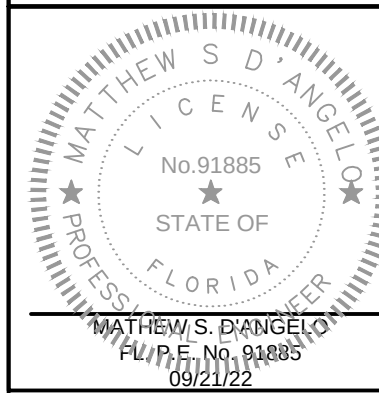
AutoZone Store No. FL10354
2684 LEE ROAD,
WINTER PARK, FLORIDA 32789

COVER SHEET

Owner / Developer: AUTOZONE STORES LLC
123 South Front Street, 3rd Floor
Memphis, Tennessee 38103

TEL: 901-495-8709 FAX: (901) 495-8969

For Bidding & Contractor Information Contact:
Dodge Data & Analytics. Tel. 413-930-4215
Cindy.searcy@construction.com



3/5/2025

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CONSULTANTS

OWNER

AUTOZONE, INC.
123 S. FRONT STREET
MEMPHIS, TENNESSEE 38103
PHONE: (901) 495-8701
ATTN.: WADE DAVIS
EMAIL: WADE.DAVIS@AUTOZONE.COM

ENGINEER

CPH, INC.
5601 MARINER STREET
SUITE 105
TAMPA, FL 33609
PHONE: (813) 288-0233
ATTN.: MATTHEW S. D'ANGELO
EMAIL: MDANGELO@CPHCOMP.COM

SURVEYOR

SOUTHEASTERN SURVEYING AND
MAPPING CORPORATION
1130 HIGHWAY 90,
CHIPLEY, FL 32428
PHONE: (850) 638-0790
ATTN: THOMAS K. MEAD, PSM

ARCHITECT

AUTOZONE, INC.
123 S. FRONT STREET
MEMPHIS, TENNESSEE 38103
PHONE: (901) 495-8707
ATTN.: GEORGE CALLOW, AIA

GEOTECH

ANTICUS ENGINEERING
104 2ND AVE. SW,
RUSKIN, FL 33570
PHONE: (813) 642-3965
ATTN.: JAMES LACAVA, P.E.

LANDSCAPE ARCHITECT

CPH, INC.
500 WEST FULTON STREET
SANFORD, FLORIDA 32771
PHONE: (407) 322-6841
ATTN.: DANITA BRYANT

UTILITY PROVIDERS

ELECTRIC

DUKE ENERGY
2801 W. STATE RD. 426,
OVIEDO, FLORIDA 32765
PHONE: (407) 629-1010

TELEPHONE

AT&T
916 LEE RD,
ORLANDO, FLORIDA 32810
PHONE: (610) 200-3365
ATTN.: KEVIN TALECKI
ATTN.: MIKE GAMBOA

WATER

CITY OF WINTER PARK UTILITIES
401 S. PARK AVE,
WINTER PARK, FLORIDA 32789
PHONE: (407) 691-7805
ATTN.: SAM GRIFFEY

SEWER

CITY OF WINTER PARK UTILITIES
401 S. PARK AVE,
WINTER PARK, FLORIDA 32789
PHONE: (407) 691-7805
ATTN.: SAM GRIFFEY

APPROVAL AGENCIES

CITY OF WINTER PARK

CITY OF WINTER PARK
401 SOUTH PARK AVE,
WINTER PARK, FLORIDA 32789
PHONE: (407) 599-3399

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CENTRAL DISTRICT
3319 MAGUIRE BOULEVARD,
ORLANDO, FLORIDA 32803
PHONE: (407) 897-4100

FIRE DEPARTMENT

CITY OF WINTER PARK FIRE STATION 62
300 S. LAKEMONT AVE.,
WINTER PARK, FLORIDA 32792
PHONE: (407) 599-3298

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
P.O. BOX 1429,
PALATKA, FLORIDA 32178-1429
PHONE: (386) 329-4500

FDOT

FLORIDA DEPARTMENT OF TRANSPORTATION
2400 CAMP RD,
OVIEDO, FLORIDA 32765
PHONE: (407) 278-2800

LEGAL DESCRIPTION

DESCRIPTION (PER FIRST AMERICAN NATIONAL TITLE INSURANCE COMPANY - COMMITMENT NUMBER: NCS-1221705-MICH):

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; RUN S.03°00'00"W. ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 2, A DISTANCE OF 2162.39 FEET; THENCE S.88°38'50"W. 30.08 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF WYMORE ROAD, AND THE SOUTH RIGHT-OF-WAY LINE OF LEE ROAD; THENCE RUN S.03°00'00"W. ALONG SAID WEST RIGHT-OF-WAY LINE OF WYMORE ROAD 173.51 FEET; THENCE S.89°26'30"W. 175.47 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, AND WITH A RADIUS OF 1197.05 FEET; THENCE FROM A TANGENT BEARING OF N.86°52'50"W. RUN WESTERLY ALONG THE ARC OF SAID CURVE 31.47 FEET THROUGH A CENTRAL ANGLE OF 01°30'22"; THENCE RUN N.03°00'00"E. 168.19 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF LEE ROAD; THENCE RUN N.88°38'50"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE OF LEE ROAD 207.19 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION THEREOF CONVEYED BY RICHARD S. COHEN, TRUSTEE OF THE JOHN AND GOLDA COHEN TRUST DATED NOVEMBER 28, 2001; ELIZABETH COHEN, TRUSTEE OF THE JOHN AND GOLDA COHEN TRUST DATED NOVEMBER 28, 2001; THE CITY OF WINTER PARK; DENNY'S INC., A CALIFORNIA CORPORATION; CITY OF WINTER PARK; EARL K. WOOD, ORANGE COUNTY REVENUE DIRECTOR FOR COUNTY IF ORANGE, CONTINENTAL FOODS, INC., OF FLORIDA TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, BY VIRTUE OF THAT CERTAIN ORDER OF TAKING, RECORDED IN OFFICIAL RECORDS BOOK 9833, PAGE 4775, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

INDEX OF SHEETS

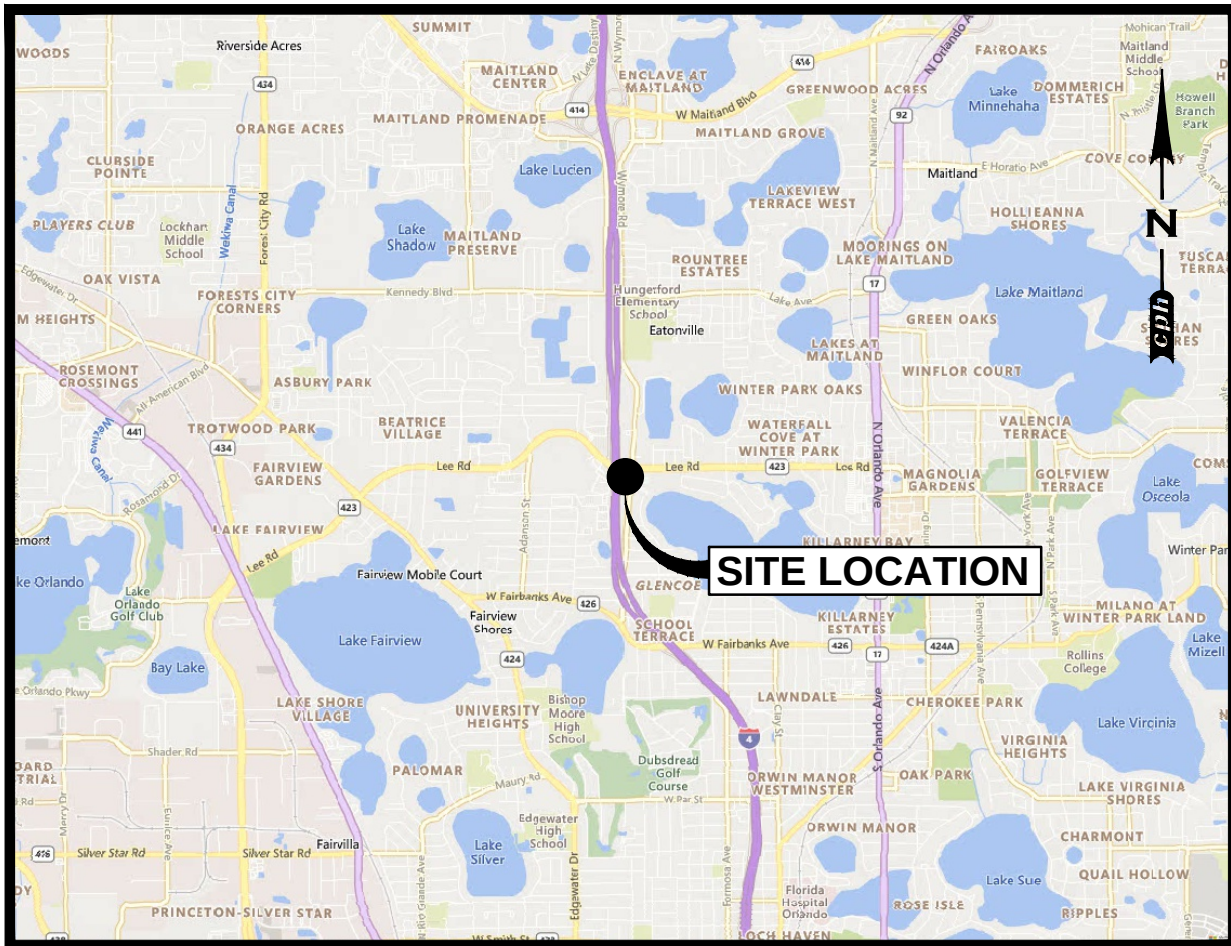
C0.1	COVER SHEET
SHEET 1 OF 3	ATLA/NSPS LAND TITLE SURVEY
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FLOOD ZONE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12095C0235F, WHICH BEARS AN EFFECTIVE DATE OF 09/25/2009 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ZONE "X" - AREA OF MINIMAL FLOOD HAZARD USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE "X" IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

MAPS



Plans Prepared By:
CPH, Inc.
5601 Mariner Street, Suite 105 Tampa, FL 33609
Ph: 813.288.0233
Eng. C.O.A. No. 3215 Arch. Lic. No. AA2600926
Survey L.B. No. 7143 Landscp. Lic. No. LC0000298

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

GENERAL PROVISIONS 1. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS. 2. CONTRACTOR, AS PART OF THE BASE BID, SHALL FIELD LOCATE ALL UNDERGROUND UTILITIES WITHIN THE PROJECT AREA WITHIN THE 30 DAYS OF PROJECT AWARD. CONTRACTOR SHALL REVIEW THE PLANS AND SHALL NOTE ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY. 3. CONTRACTORS, AS PART OF THE BASE BID, SHALL PROVIDE ALL COORDINATION WITH UTILITY PROVIDERS TO PROVIDE FOR THE MATERIALS AND WORK NEEDED TO PROVIDE SERVICES TO THE PROJECT. 4. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE FOR ALL DEMOLITION OF ABOVE GROUND AND UNDERGROUND IMPROVEMENTS IN ORDER TO CONSTRUCT THE PROPOSED IMPROVEMENTS NOTED ON THE PLANS. UNLESS APPROVED IN WRITING FROM THE OWNER, ALL MATERIALS SHALL BE REMOVED FROM THE SITE AS PART OF THE BASE BID. 5. ALL DETAILS AND REFERENCES TO FOOT REFER TO THE LATEST EDITION OF THE FOOT STANDARD PLANS. 6. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION OF ALL UTILITY ENTRANCES TO INCLUDE SANITARY SEWER LATERALS, DOMESTIC AND FIRE PROTECTION WATER SERVICE, ELECTRICAL, TELEPHONE AND GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES, IN SUCH A MANNER AS TO AVOID CONFLICT AND ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH UTILITY REQUIREMENTS AS TO LOCATION AND SCHEDULING FOR THE INS/ CONNECTIONS PRIOR TO CONNECTING TO EXISTING UTILITIES. 7. CONTRACTOR AND HIS SURVEYOR SHALL NOTE THE PROJECT BENCHMARK INFORMATION PROVIDED IN THE PLANS AND VERIFY PRIOR TO CONSTRUCTION. 8. ALL CONSTRUCTION PROJECTS I OR MORE ACRES IN SIZE THAT DISCHARGE TO OFFSITE AREAS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORMWATER DISCHARGE FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES. IN ORDER TO MEET NPDES REQUIREMENTS, THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND REPORTING ON ALL ELEMENTS OF THE SWPPP, MONITORING AND SUBMITTING THE REQUIRED NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) FORMS AS THE OPERATOR, AND PAYING ALL ASSOCIATED FEES. FOR PROJECTS LESS THAN 1 ACRE IN SIZE THAT ARE NOT REQUIRED TO COMPLY WITH THE NPDES GENERAL PERMIT, THE CONTRACTOR SHALL STILL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS. 9. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY. 10. BASE SURVEY INFORMATION INCLUDING BUT NOT LIMITED TO ELEVATIONS, EASEMENTS, RIGHTS OF WAY, AND OTHER TOPOGRAPHIC INFORMATION HAS BEEN PREPARED BY OTHER PROFESSIONALS. CPH, INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION. 11. THIS SET OF PLANS MAY CONTAIN DRAWINGS PREPARED BY OTHER PROFESSIONALS, WHICH CONTAIN THE NAME, ADDRESS, AND LOGO OF THE PROFESSIONAL. CPH, INC. IS NOT RESPONSIBLE FOR DRAWINGS PREPARED BY OTHER PROFESSIONALS. 12. THE CONTRACTOR SHALL SUBMIT ONE ELECTRONIC COPY OF SHOP DRAWINGS TO THE ENGINEER TO KEEP FOR HIS RECORDS. THE ENGINEER WILL NOT PROVIDE FOR APPROVAL OF SHOP DRAWINGS, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL MATERIALS FOR ACCURACY PRIOR TO ORDERING THE MATERIALS. ANY DISCREPANCIES IDENTIFIED BY THE CONTRACTOR SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY. 13. PROJECT BENCHMARKS, PROPERTY CORNERS, AND OTHER SURVEY MONUMENTS FROM DAMAGE OR DISPLACEMENT. IF MARKER NEEDS TO BE REMOVED IT SHALL BE REFERENCED BY LICENSED LAND SURVEYOR AND REPLACED, AS NECESSARY, BY SAME. 14. THE CONTRACTOR IS RESPONSIBLE FOR ALL QUALITY CONTROL TESTING. AS A MINIMUM, TESTING SHALL INCLUDE A) PIPING AND STRUCTURAL EXCAVATION, BEDDING AND BACKFILL MATERIALS AND DENSITY TESTS; B) DETERMINATION OF COMPACTIVE EFFORT NEEDED FOR COMPLIANCE WITH THE DENSITY REQUIREMENTS; C) PORTLAND CEMENT CONCRETE AND ASPHALT PAVING QUALITY CONTROL TESTING INCLUDING MIX REVIEW, MATERIALS, FIELD SLUMP AND AIR CONTENT, AND FIELD AND LAB CURED STRENGTH SAMPLES AND TESTING. 15. IN ADDITION TO QUALITY CONTROL TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED TESTING OR APPROVALS FOR ANY WORK (OR ANY PART THEREOF) IF LAWS OR REGULATIONS OF ANY PUBLIC BODY HAVING JURISDICTION SPECIFICALLY REQUIRE TESTING, INSPECTIONS OR APPROVAL. THE CONTRACTOR SHALL PAY ALL COSTS IN CONNECTION THEREWITH AND SHALL FURNISH THE OWNER AND ENGINEER THE REQUIRED CERTIFICATES OF INSPECTION, TESTING OR APPROVAL. 16. ANY DESIGN OR TESTING LABORATORY UTILIZED BY THE CONTRACTOR SHALL BE AN INDEPENDENT LABORATORY ACCEPTABLE TO THE OWNER AND THE ENGINEER, APPROVED IN WRITING, AND COMPLYING WITH THE LATEST EDITION OF THE "RECOMMENDED REQUIREMENTS FOR INDEPENDENT LABORATORY QUALIFICATION," PUBLISHED BY THE AMERICAN COUNCIL OF INDEPENDENT LABORATORIES. 17. TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. 18. THE ENTIRE PROJECT SITE SHALL BE THOROUGHLY CLEANED AT THE COMPLETION OF THE WORK. CLEAN ALL INSTALLED PIPELINES, STRUCTURES, SIDEWALKS, PAVED AREAS, ACCUMULATED SILT IN PONDS, PLUS ALL ADJACENT AREAS AFFECTED BY CONSTRUCTION, AS DIRECTED BY THE OWNER OR JURISDICTIONAL AGENCY. EQUIPMENT TO CLEAN THESE SURFACES SHALL BE SUBJECT TO APPROVAL BY THE OWNER. 19. ALL DISTURBED AREAS WITHIN RIGHT OF WAYS SHALL BE SODDED. 20. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT BE LIMITED, FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING, CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA. 21. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA), ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT. 22. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING EXCAVATION. TRAFFIC CONTROL 1. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A MAINTENANCE OF TRAFFIC (M.O.T.) PLAN PRIOR TO CONSTRUCTION. THE M.O.T. PLAN SHALL SHOW ALL PROPOSED TRAFFIC CONTROL SIGNS, PAVEMENT MARKINGS, AND BARRICADES, AND SHALL DETAIL ALL PROPOSED CONSTRUCTION SEQUENCING. THE M.O.T. PLAN AND INSTALLED TRAFFIC CONTROL MEASURES SHALL BE APPROVED BY THE ENGINEER, OWNER, AND ROADWAY JURISDICTIONAL AGENCY PRIOR TO CONSTRUCTION. IN GENERAL, ROADWAY AND DRIVEWAY LANE CLOSURES ARE PROHIBITED DURING CONSTRUCTION UNLESS SPECIFICALLY DETAILED ON THESE PLANS. IN THE EVENT IT IS DETERMINED THAT ROADWAY AND DRIVEWAY LANE CLOSURES WILL BE ALLOWED, THE CLOSURES SHALL BE RESTRICTED TO THE HOURS BETWEEN 9:00 A.M. AND 4:00 P.M. UNLESS OTHERWISE AUTHORIZED IN THE APPROVED M.O.T. 2. ALL TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH FOOT STANDARD PLANS INDEX 102-600 AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). ALL TRAFFIC CONTROL MEASURES SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND MAINTAINED DURING CONSTRUCTION. 3. INSPECT TRAFFIC CONTROL DEVICES ON A DAILY BASIS TO ENSURE PLACEMENT OF BARRICADES AND FUNCTION OF LIGHTS IS MAINTAINED THROUGHOUT CONSTRUCTION. 4. CONTACT PROPERTY OWNERS AFFECTED BY CONSTRUCTION. COORDINATE TEMPORARY DRIVEWAY CLOSURES AND SEQUENCING. MAINTAIN ACCESS FOR ALL PROPERTY OWNERS DURING CONSTRUCTION. 5. WET UNSTABILIZED AREAS AS NECESSARY TO CONTROL DUST. 6. ADJUST TRAFFIC CONTROL DEVICES AS REQUIRED UNDER EMERGENCY CONDITIONS. 7. THE CONTRACTOR IS EXPECTED TO COORDINATE ITS ACTIVITIES WITH OTHER CONTRACTORS WHO MAY BE WORKING IN THE IMMEDIATE VICINITY. 8. WHEN WORK OCCURS WITHIN 15-ET OF ACTIVE ROAD TRAVEL LANES BUT NO CLOSURE THAN 2-ET FROM THE EDGE OF PAVEMENT, SIGNAGE AND WARNING DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH FOOT STANDARD PLANS INDEX 102-600 AND 102-602. 9. TYPE I OR TYPE II BARRICADES AT 20-ET CENTERS SHALL BE PLACED AND MAINTAINED ALONG THE EDGE OF THE ROAD WHEREVER DROP-OFFS OR OTHER HAZARDS EXIST AND TO BLOCK ENTRANCE INTO COMPLETED OR PARTIALLY COMPLETED PAVEMENTS UNTIL SUCH PAVEMENTS ARE OPEN TO PUBLIC USE. SITE PREPARATION 1. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES WITHIN THE PROPERTY, RIGHT-OF-WAY, AND EASEMENTS AS INDICATED ON THE DRAWINGS. AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS IN SURROUNDING PROPERTIES SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED. 2. STAKE OUT THE CONSTRUCTION, ESTABLISH LINES AND LEVELS, TEMPORARY BENCH MARKS, BATTER BOARD, CENTERLINES, BASELINES, AND REFERENCE POINTS FOR THE WORK, AND VERIFY ALL DIMENSIONS RELATIVE TO INTERCONNECTION WITH EXISTING FEATURES. REPORT ANY INCONSISTENCIES IN THE PROPOSED GRADES, LINES AND LEVELS, DIMENSIONS AND LOCATIONS TO THE ENGINEER BEFORE COMMENCING WORK. 3. PROTECT ALL TREES AND SHRUBS LOCATED OUTSIDE THE RIGHT-OF-WAY, EASEMENTS, AND OWNER SECURED PROPERTY, PARTICULARLY THOSE TREES AND SHRUBS LOCATED ADJACENT TO WORK AREAS. 4. WITHIN THE RIGHT-OF-WAY, EASEMENTS, AND OWNER SECURED PROPERTY, THE INTENT IS TO ALLOW TREES AND SHRUBS TO REMAIN AND ACCORDING TO THE FOLLOWING SCHEDULE: NEW ROADWAY CONSTRUCTION - TREES AND SHRUBS TO REMAIN WHERE LOCATED MORE THAN 15 FEET FROM THE BACK OF CURB, OR OUTSIDE THE LIMITS OF EXCAVATION OR FILL AREAS, WHICHEVER IS FURTHER. UTILITY PIPELINE CONSTRUCTION - TREES AND SHRUBS TO REMAIN OUTSIDE A 15 FOOT WIDE PAVEMENT, CENTERED ON THE PIPELINE. 5. TREES TO REMAIN IN THE CONSTRUCTION AREA SHALL BE BOXED, FENCED OR OTHERWISE PROTECTED IN ACCORDANCE WITH DETAILS ON THE DRAWINGS. DO NOT PERMIT HEAVY EQUIPMENT OR STOCKPILES WITHIN BARREN SPREAD 6. AREAS TO RECEIVE CLEARING AND GRUBBING SHALL INCLUDE ALL AREAS TO BE OCCUPIED BY THE PROPOSED IMPROVEMENTS, AREAS FOR FILL AND SITE GRADING, AND BORROW SITES. REMOVE TREES OUTSIDE OF THESE AREAS ONLY AS INDICATED ON THE DRAWINGS OR AS APPROVED IN WRITING BY THE ENGINEER. 7. CLEARING SHALL CONSIST OF REMOVING TREES AND BRUSH AND DISPOSAL OF OTHER MATERIALS THAT ENCROACH UPON OR OTHERWISE OBSTRUCT THE WORK. 8. EXERCISE EXTREME CARE DURING THE CLEARING AND GRUBBING OPERATIONS. DO NOT DAMAGE EXISTING STRUCTURES, PIPES OR UTILITIES. 9. GRUBBING SHALL CONSIST OF REMOVING AND DISPOSING OF STUMPS, ROOTS LARGER THAN 2" IN DIAMETER, AND MATTED ROOTS. REMOVE TO A DEPTH OF NOT LESS THAN 18" BELOW THE ORIGINAL SURFACE LEVEL OF THE GROUND. DEWATERING 1. DESIGN AND PROVIDE A DEWATERING SYSTEM USING ACCEPTED AND PROFESSIONAL METHODS CONSISTENT WITH CURRENT INDUSTRY PRACTICE. PROVIDE A DEWATERING SYSTEM OF SUFFICIENT SIZE AND CAPACITY TO CONTROL GROUNDWATER IN A MANNER THAT PRESERVES STRENGTH OF FOUNDATION SOILS, DOES NOT CAUSE INSTABILITY OR RAVELING OF EXCAVATION SLOPES, AND DOES NOT RESULT IN DAMAGE TO EXISTING STRUCTURES. WHERE NECESSARY TO THE PURPOSES, LOWER WATER LEVEL IN ADVANCE OF EXCAVATION, UTILIZING WELLS, WELLPOINTS, OR SIMILAR POSITIVE METHODS. MAINTAIN THE GROUNDWATER LEVEL TO A MINIMUM OF 2 FEET BELOW EXCAVATIONS. PROVIDE PIEZOMETERS IF DIRECTED BY THE ENGINEER TO DOCUMENT THE GROUNDWATER LEVEL IS BEING MAINTAINED. 2. CONTROL, BY ACCEPTABLE MEANS, ALL WATER REGARDLESS OF SOURCE AND BE FULLY RESPONSIBLE FOR DISPOSAL OF THE WATER, NO ADDITIONAL PAYMENT WILL BE MADE FOR ANY SUPPLEMENTAL MEASURES TO CONTROL SEEPAGE, GROUNDWATER, OR ARTESIAN HEAD. 3. DEWATERING DISCHARGE FROM THE SITE SHALL COMPLY WITH ALL NPDES GENERAL PERMIT REQUIREMENTS, WATER MANAGEMENT DISTRICT AND STATE WATER QUALITY STANDARDS. PROVIDE ALL TESTING AND PERMITTING REQUIRED AND COMPLY WITH ALL TREATMENT OR DISPOSAL METHODS REQUIRED TO MEET ALL LOCAL, STATE AND FEDERAL REQUIREMENTS. 4. OPEN PUMPING WITH SUMPS AND DITCHES SHALL BE ALLOWED, PROVIDED IT DOES NOT RESULT IN BOILS, LOSS OF FINES, SOFTENING OF THE GROUND, OR INSTABILITY OF SLOPES. SUMPS SHALL BE LOCATED OUTSIDE OF LOAD BEARING AREAS SO THE BEARING SURFACES WILL NOT BE DISTURBED. WATER CONTAINING SILT IN SUSPENSION SHALL NOT BE PUMPED INTO SEWER LINES OR ADJACENT STREAMS. DURING NORMAL PUMPING, AND UPON DEVELOPMENT OF WELLS), LEVELS OF FINE SAND OR SILT IN THE DISCHARGE WATER SHALL NOT EXCEED 5 PPM. 5. IF DEWATERING EQUIPMENT NEEDED EXCEEDS ANY OF THE FOLLOWING: 1) 5 PMF PUMP VOLUME, 2) 100,000 GPD TOTAL 24 HOUR (1 DAY) DEWATERING, AND, 3) 1,000,000 GPD PUMP CAPACITY, THE CONTRACTOR SHALL BE REQUIRED TO PERMIT THE DEWATERING SYSTEM WITH THE WATER MANAGEMENT DISTRICT. 6. CONTINUOUSLY MAINTAIN EXCAVATIONS IN A DRY CONDITION WITH POSITIVE DEWATERING METHODS DURING PREPARATION OF SUBGRADE, INSTALLATION OF PIPE, AND CONSTRUCTION OF STRUCTURES UNTIL THE CRITICAL PERIOD OF CONSTRUCTION AND/OR BACKFILL IS COMPLETED TO PREVENT DAMAGE OF SUBGRADE SUPPORT, PIPING, STRUCTURE, SIDE SLOPES, OR ADJACENT FACILITIES FROM FLOTATION OR OTHER HYDROSTATIC PRESSURE IMBALANCE. 7. WHEN CONSTRUCTION IS COMPLETE, REMOVE ALL DEWATERING EQUIPMENT FROM THE SITE, INCLUDING WELLS AND RELATED TEMPORARY ELECTRICAL SERVICE. AS-BUILT DRAWING REQUIREMENTS 1. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER AT LEAST THREE WEEKS PRIOR TO FINAL INSPECTION. ALL AS-BUILT DATA SHALL BE PROVIDED BY A FLORIDA LICENSED SURVEYOR, SIGNED, SEALED AND DATED BY THE RESPONSIBLE PARTY. THE CONTRACTOR SHALL BE RESPONSIBLE TO IDENTIFY ALL AS-BUILT SURVEY REQUIREMENTS BY THE GOVERNING AGENCIES PRIOR TO START OF CONSTRUCTION TO ENSURE THAT AS-BUILT INFORMATION IS PROVIDED FOR. 2. ALL RECORD DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR IN ACD FORMAT USING CONSTRUCTION PLAN SHEETS PROVIDED BY THE ENGINEER. AS-BUILT INFORMATION SHALL BE FIELD VERIFIED, MEASURED, ADDED TO THE ACD FILES OF THE CONSTRUCTION PLAN SHEETS PROVIDED BY THE ENGINEER, AND CERTIFIED, SIGNED AND SEALED BY THE CONTRACTOR'S LICENSED SURVEYOR WHO WILL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND ELEVATIONS. 3. THE AS-BUILT INFORMATION IS TO INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: A. HORIZONTAL LOCATIONS AND VERTICAL ELEVATIONS FOR ALL UTILITY AND STORM STRUCTURES INCLUDING BUT NOT LIMITED TO MANHOLES, INLETS AND CLEANOUTS, INCLUDING STRUCTURE TOP AND INVERT ELEVATIONS. B. DISTANCE ALONG PIPELINES BETWEEN STRUCTURES. C. STORMWATER POND TOP OF BERM AND POND BOTTOM ELEVATIONS AND HORIZONTAL DIMENSIONS MEASURED AT A MINIMUM OF TEN LOCATIONS PER POND, AT LOCATIONS DESIGNATED BY THE ENGINEER. TOP OF POND HORIZONTAL DIMENSIONS ARE ALSO TO BE TIED TO PROPERTY CORNERS, EASEMENTS, AND RIGHTS-OF-WAY. D. STORMWATER CONTROL STRUCTURE DIMENSIONS AND ELEVATIONS, INCLUDING ALL WEIRS, SLOTS, ORIFICES, GRATES, AND SKIMMERS. GRADES 1. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. ALL SLOPES SHALL BE ESTABLISHED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. THE CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER PRIOR TO DEMOLITION OF GRADING EQUIPMENT TO DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED. 2. ALL PROPOSED ELEVATIONS ON THE PLANS WITHIN PAVED AREAS ARE SHOWN AT PAVEMENT, UNLESS OTHERWISE NOTED. 3. ALL PAVING SURFACES IN INTERSECTIONS AND ADJACENT SECTIONS SHALL BE GRADED TO DRAIN POSITIVELY AND TO PROVIDE A SMOOTHLY TRANSITIONED DRIVING SURFACE FOR VEHICLES WITH NO SHARP BREAKS IN GRADE, AND NO UNUSUALLY STEEP OR REVERSE CROSS SLOPES. THE STANDARD CROWN MAY HAVE TO BE CHANGED IN ORDER TO DRAIN POSITIVELY IN THE AREA OF INTERSECTIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH THE ABOVE AND THE ENGINEER SHALL BE CONSULTED SO THAT HE MAY MAKE ANY AND ALL REQUIRED INTERPRETATIONS OF THE PLANS OR GIVE SUPPLEMENTARY INSTRUCTIONS TO ACCOMPLISH THE INTENT OF THE PLANS. 4. UNIFORMLY SMOOTH GRADE THE SITE. DEPRESSIONS FROM SETTLEMENT SHALL BE FILLED AND COMPACTED. TOPS OF EMBANKMENTS AND BREAKS IN GRADE SHALL BE ROUNDED. FINISHED SURFACES SHALL BE REASONABLY SMOOTH, COMPACTED, FREE FROM IRREGULAR SURFACE CHANGES AND COMPARABLE TO THE SMOOTHNESS OBTAINED BY BLADE-GRADED OPERATIONS. 5. NEWLY GRADED AREAS SHALL BE PROTECTED FROM TRAFFIC AND EROSION. ALL SETTLEMENT OR WASHING AWAY THAT MAY OCCUR FROM ANY CAUSE PRIOR TO SEEDING OR ACCEPTANCE SHALL BE REPAIRED AND GRADES RE-ESTABLISHED TO THE REQUIRED ELEVATIONS AND SLOPES AT NO ADDITIONAL COST TO THE OWNER. EXCAVATION, TRENCHING, AND FILL 1. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (FS 553.60-553.64). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT. 2. ROUGH EXCAVATE AND GRADE ANY PROPOSED STORMWATER PONDS AT THE START OF SITE GRADING ACTIVITIES. DIRECT SITE RUNOFF TO THE PONDS TO MINIMIZE RUNOFF TO OFFSITE AREAS. 3. POND CONSTRUCTION SHALL RESULT IN THE FINISHED POND HAVING SIDE SLOPES AND DIMENSIONS THAT ARE IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THESE REQUIREMENTS HAVE BEEN MET. IF THE CONSIDER ARE STEEPER THAN THE REQUIRED SIDE SLOPES, OR THE POND VOLUME IS NOT WITHIN THREE (3) PERCENT OF THE DESIGN VOLUME, THE CONTRACTOR SHALL BE REQUIRED TO MAKE CORRECTIONS TO THE POND AT NO ADDITIONAL COST TO THE OWNER. 4. FIELD DESIGN TESTING FREQUENCIES: A) ONE TEST FOR EACH 10,000 SQUARE FEET OR FRACTION THEREOF PER LIFT OF GENERAL BACKFILLING, MINIMUM 2 TESTS EACH LAYER; B) ONE TEST FOR EACH 100 SQUARE FEET OR FRACTION THEREOF OF BACKFILL AROUND AND UNDER STRUTTED WALLS OR OTHER STRUCTURES; C) ONE TEST PER 100 LINEAL FEET OR FRACTION THEREOF OF GENERAL BACKFILLING IN THE PIPELINE TRENCH; D) ONE TEST PER LIFT PER EACH CHANGE IN TYPE OF FILL; E) ONE TEST PER 1000 SQUARE FEET OF PAVEMENT SUBGRADE, MINIMUM OF 2 TESTS. 5. IT IS INTENDED THAT PREVIOUSLY EXCAVATED MATERIALS CONFORMING TO THE FOLLOWING REQUIREMENTS BE UTILIZED WHEREVER POSSIBLE. A. ACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-1, A-3, A-2, A-4, A-2-6; ASTM D2487 CLASSIFICATION GW, GP, GM, SW, SP; UNLESS OTHERWISE DISAPPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS. NO MORE THAN 12% OF ACCEPTABLE MATERIALS SHALL PASS THE NUMBER 200 SIEVE. B. UNACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-2-5, A-2-7, A-4, A-5, A-6, A-7, A-8; ASTM D2487 CLASSIFICATION GC, SC, ML, MH, CL, CH, OL, OH, PT; UNLESS OTHERWISE APPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS. 6. PROVIDE BARRIERS, WARNING LIGHTS AND OTHER PROTECTIVE DEVICES AT ALL EXCAVATIONS. 7. SIDEWALKS, ROADS, STREETS, AND PAVEMENTS SHALL NOT BE BLOCKED OR OBSTRUCTED BY EXCAVATED MATERIALS, EXCEPT AS AUTHORIZED BY THE ENGINEER, IN WHICH CASE ADEQUATE TEMPORARY PROVISIONS MUST BE MADE FOR SATISFACTORY TEMPORARY PASSAGE OF PEDESTRIANS, AND VEHICLES. MINIMIZE INCONVENIENCE TO PUBLIC TRAVEL OR TO TENANTS OCCUPYING ADJOINING PROPERTY. 8. FURNISH, INSTALL, AND MAINTAIN, WITHOUT ADDITIONAL COMPENSATION, SHEETING, BRACING, AND SHORING SUPPORT REQUIRED TO KEEP EXCAVATIONS WITHIN THE PROPERTY OR EASEMENTS PROVIDED, TO SUPPORT THE SIDES OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH MAY DAMAGE ADJACENT PAVEMENTS OR STRUCTURES, DAMAGE OR DELAY THE WORK, OR ENDANGER LIFE AND HEALTH. VOIDS OUTSIDE THE SUPPORTS SHALL BE IMMEDIATELY FILLED AND COMPACTED. 9. SHEETING, SHORING, AND BRACING USED FOR THE SUPPORT OF EXCAVATIONS SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED BY THE STATE OF FLORIDA. 10. ALL EXCAVATIONS SHALL BE MADE BY OPEN CUT UNLESS OTHERWISE INDICATED. SLOPE SIDES OF TRENCHES IN ACCORDANCE WITH OSHA REQUIREMENTS AND THE RECOMMENDATIONS CONTAINED WITHIN THE PROJECT GEOTECHNICAL REPORT. 11. EXCAVATE TRENCHES TO DEPTH INDICATED OR REQUIRED FOR INDICATED FLOW LINES AND INVERT ELEVATIONS. OVER EXCAVATE TRENCHES A MINIMUM OF 2 FEET WHERE EXCAVATIONS OCCUR WITHIN UNSUITABLE SOILS, AND REPLACE OVER EXCAVATED MATERIAL WITH SUITABLE SOILS. 12. TRENCH BOTTOMS AND THE BOTTOMS OF ALL STRUCTURES SHALL BE KEPT DRY, COMPACTED, AND STABLE TO A DEPTH TWO FEET BELOW THE BOTTOM OF THE TRENCH OR STRUCTURE. 13. ALL BEDDING, FILL, AND BACKFILL MATERIAL SHALL BE SUITABLE SOILS OR FLOWABLE FILL, WHERE TRENCH OR EXCAVATION IS WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, FOUNDATIONS, OR SLABS, PLACE BACKFILL IN LAYERS OF 8 INCH LOOSE DEPTH. IN ALL OTHER AREAS, PLACE FILL AND BACKFILL IN LAYERS OF 12 INCH LOOSE DEPTH. 14. MINIMUM DENSITY REQUIREMENT (ASTM D1557 OR AASHTO T180): BACKFILL AND FILL UNDER AND WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, SLABS, FOUNDATIONS = 98 PERCENT; BACKFILL AND FILL PLACED WITHIN PUBLIC ROAD RIGHT-OF-WAY AND UTILITY EASEMENTS = 95 PERCENT; BACKFILL AND FILL PLACED WITHIN POND AND ROAD EMBANKMENT = 95 PERCENT; BACKFILL AND FILL PLACED IN ALL OTHER AREAS = 90 PERCENT. RRIPRAP 1. ALL RRIPRAP CONSTRUCTION SHALL MEET THE REQUIREMENTS OF SECTION 530 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. UTILITY SEPARATION REQUIREMENTS 1. THE HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER, STORM SEWER, WASTEWATER FORCE MAINS, STORMWATER FORCE MAINS, RECLAIMED WATER MAINS AND ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS SHALL BE IN ACCORDANCE WITH THE FOLLOWING: A. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF THREE FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, VACUUM TYPE SANITARY SEWER AND RECLAIMED WATER MAIN. B. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF SIX FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY SANITARY SEWER AND WASTEWATER FORCE MAIN. 2. THE VERTICAL SEPARATION BETWEEN WATER MAINS AND SANITARY AND STORM SEWER, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER MAINS SHALL BE IN ACCORDANCE WITH THE FOLLOWING: A. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER, SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE OUTSIDE OF THE SEWER. WHERE IT IS NOT POSSIBLE FOR THE WATER MAIN TO CROSS OVER EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER, THEN THE WATER MAIN CAN CROSS UNDER THESE TYPES OF PIPELINE SYSTEMS PROVIDED THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE PIPELINE. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM VACUUM TYPE SANITARY SEWER OR STORM SEWER JOINTS, AND AT LEAST SIX FEET FROM GRAVITY SANITARY SEWER JOINTS. B. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED RECLAIMED WATER MAINS, WASTEWATER FORCE MAINS AND STORMWATER FORCE MAINS. WHETHER THE WATER MAIN CROSSES OVER OR UNDER THESE TYPES OF PIPELINE SYSTEMS, THE OUTSIDE OF THE WATER MAIN SHALL BE AT LEAST 12 INCHES BELOW FROM THE OUTSIDE OF THE EXISTING OR PROPOSED RECLAIMED WATER MAIN, WASTEWATER FORCE MAIN AND STORMWATER FORCE MAIN. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM RECLAIMED WATER MAIN JOINTS AND STORMWATER FORCE MAIN JOINTS, AND AT LEAST SIX FEET FROM THE JOINTS OF WASTEWATER FORCE MAINS. 3. NO WATER MAIN SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY SEWER MANHOLE. 4. NEW OR RELOCATED FIRE HYDRANTS SHALL BE LOCATED SUCH THAT THE UNDERGROUND DRAIN (WEEP HOLE) IS AT LEAST: A. FIVE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER MAIN, OR VACUUM TYPE SANITARY SEWER. B. TEN FEET FROM ANY EXISTING OR PROPOSED GRAVITY SANITARY SEWER AND WASTEWATER FORCE MAIN. C. TEN FEET FROM ANY ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM SUCH AS SEPTIC TANKS, DRAINFIELDS, AND GREASE TRAPS. ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS SHOULD NOT INCLUDE PACKAGE SEWAGE TREATMENT FACILITIES AND PUBLIC WASTEWATER TREATMENT FACILITY. WATER AND RECLAIMED WATER DISTRIBUTION SYSTEMS 1. THE ENTITY THAT WILL OPERATE AND MAINTAIN THE WATER AND RECLAIMED WATER SYSTEMS SHOWN ON THESE PLANS IS AUTOZONE STORES, LLC. THE CONTRACTOR SHALL MEET ALL THE REQUIREMENTS OF CITY OF WINTER PARK UTILITIES. 2. INSTALL ALL WATER AND RECLAIMED MAINS AT A MINIMUM 36 INCHES OF COVER. 3. DUCTILE IRON PIPE AND FITTINGS WITHIN 10 FEET OF GAS MAINS SHALL HAVE AN 8-MIL POLYETHYLENE WRAP IN ACCORDANCE WITH ANSI/AWWA C105/A215. 4. PVC PIPE SHALL BE NATIONAL SANITATION FEDERATION (NSF) APPROVED. PIPE SHALL HAVE MARKINGS ON EACH SECTION SHOWING CONFORMANCE TO THE ABOVE SPECIFICATIONS FOR EACH SHOP GRIP SERIES: 300 OR TYLER UNION TUP-GRIP SERIES C705. THE BELL SHALL BE INTEGRAL WITH THE PIPE AND OF EQUAL OR GREATER PRESSURE RATING. THE BELL OF PIPE AND FITTINGS USING PUSH-ON JOINTS SHALL HAVE AN INTEGRAL GROOVE TO RETAIN THE GASKET IN PLACE. 5. ALL FITTINGS SHALL BE MANUFACTURED OF DUCTILE IRON, CONFORMING TO ANSI/AWWA C110/A211.10 OR ANSI/AWWA C153/A213.53. ALL FULL BODY (C110/A211.10) FITTINGS SHALL BE PRESSURE RATED TO 250 PSI, MINIMUM. ALL COMPACT FITTINGS (C153/A213.53) SHALL BE PRESSURE RATED TO 350 PSI, MINIMUM. 6. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE LINED AND COATED. INTERIOR LINING SHALL BE STANDARD THICKNESS CEMENT MORTAR LINING PER ANSI/AWWA C110/A211.4. EXTERIOR COATING FOR BURIED PIPE AND FITTINGS SHALL BE A PETROLEUM ASPHALTIC COATING IN ACCORDANCE WITH ANSI/AWWA C110/A211.10. EXTERIOR COATING OF EXPOSED PIPE AND FITTINGS SHALL BE FACTORY APPLIED RUST INHIBITING EPOXY PRIMER, MINIMUM 3 MILS DRY FILM THICKNESS. AFTER INSTALLATION, EXTERIOR SURFACES SHALL BE PAINTED WITH A TWO COAT SYSTEM. THE FIRST COAT (INTERMEDIATE COAT) SHALL BE 4-10.10 MIL DFT THEMEC COLOR H-BUILD EPOXYKOLNE II SERIES W69 OR APPROVED EQUAL, AND THE FINAL COAT SHALL BE 2-3.0 MIL DFT THEMEC ENDURASHIELD SERIES 73 OR APPROVED EQUAL. THE FINAL COAT PAINT COLOR SHALL BE AS SELECTED BY THE LOCAL UTILITY. 7. MECHANICAL AND PUSH ON JOINTS FOR DUCTILE IRON PIPE AND FITTINGS SHALL BE RUBBER GASKETED, CONFORMING TO ANSI/AWWA C111/A211.11. LUBRICANTS OTHER THAN THAT FURNISHED BY THE PIPE MANUFACTURER WITH THE PIPE SHALL NOT BE USED. 8. RESTRAINED JOINTS FOR DUCTILE IRON PIPE BELL JOINTS SHALL BE AMERICAN FAST GRIP GASKET, MCWANE SURE GRIP 350 GASKET, U.S. PIPE FIELD LOCK 350 GASKET, OR EBAA IRON MEGA LUG SERIES 1100HD. RESTRAINED JOINTS FOR DUCTILE IRON PIPE AND FITTING MECHANICAL JOINTS SHALL BE AMERICAN FAST GRIP GASKET, MCWANE SURE GRIP 350 GASKET, U.S. PIPE FIELD LOCK 350 GASKET, U.S. PIPE FIELD LOCK RESTRAINT SHALL BE AMERICAN FLARE RING JOINT, AMERICAN LOK-RING JOINT, OR U.S. PIPE TR-FLEX. RESTRAINED JOINTS FOR PVC PIPE MECHANICAL JOINTS SHALL BE TYLER UNION SERIES 2000 TUP GRIP TLP, JCM SUR-GRIP BELL RESTRAINER, FORD UNIFLANGE SERIES 1500 CIRCLE LOCK, OR EBAA IRON MEGA LUG SERIES 2000PV. RESTRAINED JOINTS FOR PVC PIPE PUSH ON JOINTS SHALL BE EBAA IRON MEGA LUG SERIES 1500 OR SERIES 1600 (C900 PVC), SERIES 2000 (C905 PVC), FORD UNIFLANGE SERIES 1390, OR SMITH-BLAIR BELL-LOCK SERIES 165. PIPE JOINTS SHALL BE RESTRAINED UPSTREAM AND DOWNSTREAM OF FITTINGS IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS OR THE TABLE SHOWN IN THE DRAWINGS, WHICHEVER IS GREATER. 1. POLYETHYLENE PIPE AND TUBING SHALL BE COLOR CODED BLUE (POTABLE WATER) OR PURPLE (RECLAIMED WATER). PIPE AND FITTINGS SHALL BE NSF APPROVED FOR USE IN WATER. JOINTS IN SLOPE ARE TO BE BUTT WELDED. JOINTS IN RISE SHALL BE BUTT HEAT FUSION OR SOCKET HEAT FUSION TYPE. FITTINGS SHALL BE MANUFACTURED OF THE SAME MATERIAL AS THE PIPE AND SHALL BE OF THE SAME SDR OR LESS. PROVIDE ADAPTERS AS REQUIRED TO JOIN PE PIPE TO PIPE, FITTINGS AND EQUIPMENT OF OTHER MATERIALS. 2. SERVICE SADDLES SHALL MEET THE REQUIREMENTS OF AWWA C800 AND SHALL CONSIST OF EPOXY COATED DUCTILE IRON BODIES IN ACCORDANCE WITH ASTM A537, WITH DOUBLE STAINLESS STEEL STRAPS, BOLTS, WASHERS AND NUTS. STAINLESS STEEL SHALL BE TYPE 304, AND NUTS ARE TO BE TEFLOON COATED. THE DUCTILE IRON BODY IS TO BE FUSION BONDED NYLON COATED, MINIMUM THICKNESS 12 MILS. OUTLET OF SADDLE IS TO HAVE NPT THREADS. SERVICE SADDLES SHALL BE MANUFACTURED BY FORD, MUELLER, OR SMITH-BLAIR. 3. ALL SERVICES SHALL INCLUDE THE FOLLOWING: CURB STOPS, UNIONS AS REQUIRED, CORPORATION STOPS. CONFORMANCE WITH AWWA C800 AND C901 IS REQUIRED. THE CONTRACTOR SHALL CUT "W" IN THE TOP CURB OF EACH WATER SERVICE AND A "V" AT ALL VALVE LOCATIONS. CUT "WS" AND "VS" SHALL BE HIGHLIGHTED WITH BLUE PAINT. 4. UNLESS OTHERWISE NOTED IN THE PLANS, THE UTILITY COMPANY SHALL PROVIDE AND INSTALL WATER METERS AND RECLAIMED WATER METERS. CONTRACTOR SHALL CONSTRUCT WATER SERVICE AND RECLAIMED WATER SERVICE TO THE CORPORATION STOP. 5. UNLESS OTHERWISE INDICATED OR SPECIFIED, ALL VALVES TWO INCHES AND SMALLER SHALL BE ALL BRASS OR BRONZE, VALVES OVER TWO INCHES SHALL BE IRON BODY, FULLY BRONZE OR BRONZE MOUNTED. 6. VALVES 4 INCHES AND LARGER SHALL BE LINED AND COATED. BURIED AND EXPOSED VALVES SHALL BE COATED INSIDE AND OUT WITH A RUST INHIBITING EPOXY PRIMER, FOLLOWED BY AN EPOXY COATING MEETING THE REQUIREMENTS OF AWWA C550, APPLIED AT THE FACTORY. THE INTERIOR OF VALVES WITH A CAST IRON OR DUCTILE IRON BODY SHALL BE COATED WITH AN EPOXY PROTECTIVE COATING MEETING NSF INTERNATIONAL STANDARD 61 AND AWWA C550. AFTER INSTALLATION, EXTERIOR SURFACES SHALL BE PAINTED WITH A TWO COAT SYSTEM. THE FIRST COAT (INTERMEDIATE COAT) SHALL BE 4-10.10 MIL DFT THEMEC COLOR H-BUILD EPOXYKOLNE II SERIES W69 OR APPROVED EQUAL, AND THE FINAL COAT SHALL BE 2-3.0 MIL DFT THEMEC ENDURASHIELD SERIES 73 OR APPROVED EQUAL. THE FINAL COAT PAINT COLOR SHALL BE AS SELECTED BY THE LOCAL UTILITY. 7. VALVES 12" AND SMALLER SHALL BE GATE VALVES UNLESS OTHERWISE INDICATED ON THE DRAWINGS. GATE VALVES 3 INCHES TO 12 INCHES SHALL CONFORM TO AWWA C509 OR AWWA C515. THE VALVES SHALL BE IRON BODY, CAST IRON FULCRUM ENCAPSULATED MOLDED RUBBER WEDGE COMPLYING WITH ASTM D2000, NON-RISEING STEM WITH O-RING SEALS. VALVES SHALL OPEN COUNTERCLOCKWISE. 8. TAPPING SLEEVES ARE TO BE 1.8- TYPE 304 STAINLESS STEEL AND STAINLESS STEEL OUTLET, AS MANUFACTURED BY JCM OR APPROVED EQUAL. TAPPING VALVES SHALL BE REINFORCED SEATED GATE VALVES AND SHALL CONFORM TO THE REQUIREMENTS OF AWWA C509. TAPPING VALVES SHALL BE AMERICAN FLOW CONTROL SERIES 2500, CLOW SERIES F-6100, OR MUELLER SERIES A2361. 9. VALVES 14" AND LARGER SHALL BE BUTTERFLY VALVES. BUTTERFLY VALVES SHALL MEET OR EXCEED THE DESIGN STRENGTH, TESTING AND PERFORMANCE REQUIREMENTS OF AWWA C504. VALVE BODY SHALL BE MECHANICAL JOINT END TYPE VALVE CONSTRUCTED OF CAST IRON OR DUCTILE IRON. DISC SHALL BE ONE PIECE CAST DESIGN WITH NO EXTERNAL RIBS TRANSVERSE TO FLOW. DISC SHALL BE CAST IRON OR DUCTILE IRON. THE RESILIENT SEAT SHALL MATE WITH A 304 OR 316 STAINLESS STEEL SURFACE. 10. VALVE SEATS SHALL BE MECHANICALLY RETAINED, AND MAY BE INSTALLED ON EITHER THE BODY OR DISC. O-RING SEATS ON VALVE DISCS ARE UNACCEPTABLE. SEATS FOR VALVES 12" IN DIAMETER AND LARGER SHALL BE FULLY FIELD RE-ACCEDED. EXCEPT THE USE OF SPECIAL TOOLS, OPERATORS OF THE ENCLOSED TRAVELING-NUT TYPE SHALL BE PROVIDED UNLESS OTHERWISE INDICATED. 11. ALL BURIED VALVES SHALL BE PROVIDED WITH ADJUSTABLE VALVE BOXES APPROXIMATELY 5 INCHES IN DIAMETER WITH A MINIMUM THICKNESS OF 3/16 INCH CAST IRON. BOXES SHALL BE OF SUFFICIENT LENGTH TO OPERATE ALL VALVES BURIED IN THE GROUND, CONSISTING OF BASE, CENTER SECTION, AND TOP SECTION WITH COVER. VALVE BOXES LOCATED IN UNPAVED AREAS SHALL BE SLIP TYPE DESIGN. THE TOP OF THE VALVE BOX SHALL BE AT LEAST 18 INCHES ABOVE FINISHED GROUND. VALVE BOXES CAST INTO CONCRETE OR ASPHALT SURFACING SHALL HAVE BRASS COVERS. ALL VALVE BOX COVERS SHALL BE INTERNALLY CHAINED TO VALVE BOXES WITH AN APPROXIMATELY 18 INCH GALVANIZED CHAIN. VALVE BOX COVERS SHALL BE CAST WITH THE INSCRIPTION "WATER OR RECLAIMED WATER". 12. PVC PIPES SHALL BE COLOR CODED BLUE (WATER MAINS) OR PURPLE (RECLAIMED WATER MAINS) AND STENCILED (0.75-INCH LETTERING ON THE PIPE IN AT LEAST THREE AREAS PER PIPE SECTION) "POTABLE WATER MAIN" OR "RECLAIMED WATER MAIN" AS APPLICABLE. 13. INSTALL IDENTIFICATION TAPE ALONG ALL DUCTILE IRON PIPE AND PVC PIPE. MINIMUM THICKNESS 4 MILS, WIDTH 6 INCHES, LETTERING SIZE 1 INCH. APPLY TAPE TO SURFACE OF PIPE, CONTINUOUSLY EXTENDING FROM JOINT TO JOINT, WITH TAPE AND LETTERING SHALL BE BLACK PRINTING ON BLUE BACKGROUND (WATER MAINS), BLACK PRINTING ON PURPLE BACKGROUND (RECLAIMED WATER MAINS). PLACE TAPE AS FOLLOWS: 2" - 8" PIPE - CENTER ALONG TOP HALF OF PIPE; 10" - 18" PIPE - PLACE ALONG BOTH SIDES OF THE TOP HALF OF PIPE; 20" PIPE AND LARGER - PLACE ON BOTH SIDES OF TOP HALF OF PIPE WITH A THIRD STRIP CENTERED ALONG TOP HALF OF PIPE. 14. INSTALL WARNING TAPE ALONG ALL PIPELINES, PLACED 2 FEET ABOVE PIPE. TAPE SHALL BE 4-INCH WIDE VINYL CONTINUOUS TAPE. TAPE SHALL BE COLORED BLUE (WATER MAINS) OR PURPLE (RECLAIMED WATER MAINS) WITH BLACK LETTERING, CODED AND WORDED "CAUTION: WATER MAIN BURIED BELOW", OR "CAUTION: RECLAIMED WATER MAIN BURIED BELOW", AS APPLICABLE. 15. INSTALL LOCATING WIRE ALONG ALL PVC PIPELINES. WIRE SHALL BE COLOR-CODED 10 GAUGE CONTINUOUS INSULATED WIRE. COLOR CODING SHALL BE SIMILAR TO WARNING TAPE COLORS. INSTALL LOCATOR WIRE ALONG ALL PRESSURIZED PIPELINES 2" AND LARGER AND LOCATOR WIRE TO BE LOCATED AT LEAST 500 FEET MINIMUM. WHERE THERE ARE NO VALVE BOXES TO ALLOW LOOPING, PROVIDE ACCESS BOXES PER CITY REQUIREMENTS. CHECK WIRE FOR ELECTRICAL CONTINUITY. 16. ALL CHANGES IN DIRECTION SHALL BE MADE WITH FITTINGS OR APPROVED JOINT DEFLECTION, BENDING, OF PIPE. EXCEPT COPPER AND POLYETHYLENE, IS PROHIBITED. JOINT DEFLECTION SHALL NOT EXCEED 75% OF THE MANUFACTURER'S RECOMMENDED MAXIMUM DEFLECTION. 17. TEST PROCEDURES SHALL BE APPROVED BY THE ENGINEER. ALL TESTS SHALL BE MADE IN THE PRESENCE OF THE ENGINEER AND UTILITY. NOTIFY THE ENGINEER AND THE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY WORK IS TO BE INSPECTED OR TESTED. 18. PROVIDE ALL EQUIPMENT FOR TESTING. INCREMENTS ON GAGES USED FOR LOW PRESSURE AIR TESTING SHALL BE OF SCALED TO THE NEAREST 0.1 PSI. GAGES, PUMPS, AND HOSES SHALL BE IN GOOD WORKING ORDER WITH NO NOTICEABLE LEAKS. 19. ALL SERVICE LINES SHALL BE COMPLETED PRIOR TO TESTING, AND ARE SUBJECT TO THE SAME TESTING REQUIREMENTS AS THE MAIN LINE. 20. THE SEQUENCE OF TESTING AND DISINFECTION SHALL BE AS FOLLOWS: 1) CONDUCT PRESSURE AND LEAKAGE TESTING; 2) PERFORM FLUSHING PER UTILITY REQUIREMENTS AND AWWA C651; 3) DISINFECT THE WATER MAIN, INCLUDING VALVES AND FITTINGS, AND 4) DECHLORINATE AND FLUSH AFTER DISINFECTION. 21. APPLY HYDROSTATIC TEST PRESSURE OF 150 PSI (WATER MAINS), 200 PSI (FIRE MAINS), OR 150 PSI (RECLAIMED WATER MAINS) FOR 10 MINUTES AND FOR SUCH ADDITIONAL PERIOD NECESSARY FOR THE ENGINEER TO COMPLETE THE INSPECTION OF THE LINE UNDER TEST. DO NOT EXCEED THE MANUFACTURER'S SUGGESTED TIME DURATION AT THE TEST PRESSURE. IF DEFECTS ARE NOTED, REPAIRS SHALL BE MADE AND THE TEST REPEATED UNTIL ALL PARTS OF THE LINE WITHSTAND THE TEST PRESSURE. 22. APPLY LEAKAGE TEST PRESSURE OF 150 PSI (WATER MAINS), 200 PSI (FIRE MAINS) OR 150 PSI (RECLAIMED WATER MAINS). MAINTAIN PRESSURE AT A MAXIMUM VARIATION OF 5% DURING THE ENTIRE LEAKAGE TEST. THE DURATION OF THE LEAKAGE TEST SHALL BE TWO HOURS MINIMUM, AND FOR SUCH ADDITIONAL TIME NECESSARY FOR THE ENGINEER TO COMPLETE INSPECTION OF THE SECTION OF LINE UNDER TEST. LEAKAGE MEASUREMENTS SHALL NOT BE STARTED UNTIL A CONSTANT TEST PRESSURE HAS BEEN ESTABLISHED. THE LINE LEAKAGE SHALL BE MEASURED BY MEANS OF A WATER METER INSTALLED ON THE SUPPLY SIDE OF THE PRESSURE PUMP. 23. NO LEAKAGE IS ALLOWED IN EXPOSED PIPING, BURIED PIPING WITH FLANGED, THREADED, OR WELDED JOINTS OR BURIED NON-POTABLE PIPING IN CONFLICT WITH POTABLE WATER LINES. 24. TESTED SECTIONS OF BURIED PIPING WITH SLIP-TYPE OR MECHANICAL JOINTS WILL NOT BE ACCEPTED IF IT HAS A LEAKAGE RATE IN EXCESS OF THAT RATE DETERMINED BY THE FORMULA: L = SDP/140000 WHERE L = MAXIMUM PERMISSIBLE LEAKAGE RATE, IN GALLONS PER HOUR, THROUGHOUT THE ENTIRE LENGTH OF LINE BEING TESTED; S = LENGTH OF LINE TESTED IN FEET; D = NOMINAL INTERNAL DIAMETER OF LINE IN INCHES; AND P = THE SQUARE ROOT OF THE ACTUAL PRESSURE IN PSIG ON ALL JOINTS IN THE TESTED PORTION OF THE LINE. THIS ACTUAL PRESSURE SHALL BE DETERMINED BY FINDING THE DIFFERENCE BETWEEN THE AVERAGE ELEVATION OF ALL TESTED PIPE JOINTS AND THE ELEVATION OF THE PRESSURE GAUGE AND ADDING THE DIFFERENCE IN ELEVATION HEAD TO THE AUTHORIZED TEST PRESSURE. 25. ALL APPARENT LEAKS DISCOVERED WITHIN ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE OWNER SHALL BE LOCATED AND REPAIRED BY CONTRACTOR, REGARDLESS OF THE TOTAL LINE LEAKAGE RATE. 26. PRIOR TO DISINFECTION, CONDUCT FULL DIAMETER FLUSHING OF PIPELINE IN SECTIONS IN ORDER TO REMOVE ANY SOLIDS OR CONTAMINATED MATERIAL THAT MAY HAVE BECOME LODGED IN THE PIPE. 27. OBTAIN A MINIMUM FLUSHING VELOCITY OF 2.5 FEET PER SECOND PER AWWA C651. 28. ALL TAPS REQUIRED FOR FLUSHING AND THE TEMPORARY OR PERMANENT RELEASE OF AIR AS NEEDED FOR FLUSHING SHALL BE PROVIDED BY THE CONTRACTOR. 29. DISINFECT ALL POTABLE WATER LINES, FIRE LINES, VALVES, FITTINGS, HYDRANTS. THE WATER MAIN DISINFECTION AND BACTERIOLOGICAL SAMPLING AND METHODS OF DISINFECTION FOR ALL WATER CONTAMINANT DEVICES AND PIPING SYSTEMS SHALL CONFORM TO AWWA C651. THE DISCHARGE LOCATIONS FOR THE CHLORINATED WATER SHALL BE APPROVED BY THE OWNER. NEUTRALIZE THE CHLORINE RESIDUAL BY MEANS OF A REDUCING AGENT IN ACCORDANCE WITH AWWA C651. 30. ALL DISINFECTION WORK SHALL BE ACCEPTABLE TO THE STATE HEALTH AUTHORITY. IF ANY REQUIREMENTS OF THIS SECTION ARE IN CONFLICT WITH REQUIREMENTS OF THE AUTHORITY FOR DISINFECTION, THOSE OF THE AUTHORITY SHALL GOVERN. ALL BACTERIOLOGICAL TESTING SHALL BE PERFORMED BY A STATE CERTIFIED LABORATORY CONTRACTED BY THE CONTRACTOR OR PROPER CHAIN OF CUSTODY PROCEDURES MUST BE FOLLOWED AND SAMPLES SHALL ONLY BE COLLECTED BY CERTIFIED LABORATORY PERSONNEL. COPIES OF ALL TESTING RESULTS AND ALL RELATED CORRESPONDENCE FROM THE TESTING LAB SHALL BE SUBMITTED TO THE OWNER, UTILITY, AND ENGINEER. Matthew S. D'Angelo, State of Florida, Professional Engineer, License No. 91895. This item has been digitally signed and sealed by Matthew S. D'Angelo on the date indicated here. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies 4 5 6 REVISIONS 1 2
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FIRE PROTECTION SYSTEMS

- COMBUSTIBLE CONSTRUCTION CANNOT OCCUR UNTIL PROPER DOCUMENTATION HAS BEEN SUBMITTED TO THE LOCAL FIRE MARSHAL. DOCUMENTATION SHALL SHOW THAT HYDRANTS HAVE BEEN INSTALLED, TESTED, AND ARE IN PROPER WORKING ORDER.
- INSTALL ALL FIRE LINE PIPING AT A MINIMUM 36 INCHES OF COVER.
- THE CONTRACTOR INSTALLING THE UNDERGROUND FIRE PROTECTION PIPING SHALL HOLD A CLASS I, II, OR LEVEL V CERTIFICATION AS ISSUED BY THE STATE OF FLORIDA, AS REQUIRED BY FS 633.02(5).
- ALL FIRE PROTECTION SPRINKLER SYSTEMS INSTALLED SHALL COMPLY WITH NFPA 13, AND SHALL BE MONITORED BY A COMPANY LISTED AS A CENTRAL STATION.
- HYDRANTS SHALL CONFORM TO AWWA C502 AND SHALL BE FURNISHED COMPLETE WITH WRENCH AND OTHER APPURTENANCES. MANUFACTURER'S CERTIFICATION OF COMPLIANCE WITH AWWA C502 AND TESTS LISTED THEREIN WILL BE REQUIRED.
- ALL HYDRANTS SHALL BE OF BREAKABLE TYPE, WITH THE BREAKABLE SECTION LOCATED SLIGHTLY ABOVE THE FINISH GROUND LINE. HYDRANTS SHALL CONTAIN TWO TWO AND A HALF INCH (2-1/2") HOSE CONNECTIONS AND ONE FOUR AND A HALF INCH (4-1/2") STEAMER CONNECTIONS WITH NATIONAL STANDARD FIRE HOSE COUPLING SCREW THREADS, FIVE AND ONE QUARTER INCH (5-1/4") VALVE OPENING, SIX INCH (6") DIAMETER MECHANICAL JOINT INLET, ONE AND ONE-HALF INCH (1-1/2") PENTAGON OPERATING NUT. THE HYDRANTS SHALL OPEN COUNTERCLOCKWISE.
- ALL HYDRANTS SHALL BE PAINTED IN AN APPROVED MANNER WITH THE PRIMER PAINT BEING KOPPER'S "GLAMORTEK" NO. 622 RUST PRIMER AND THE FINISH PAINT SHALL BE TWO COATS OF ENAMEL OR SPECIAL COATING TO COLOR AS REQUIRED BY THE LOCAL FIRE DEPARTMENT.
- BLUE PAVEMENT REFLECTORS (CAT EYES) SHALL BE PLACED IN THE CENTERLINE OF THE DRIVING LANE DIRECTLY IN FRONT OF ALL FIRE HYDRANTS. THERE SHALL BE NO TREES, SHRUBS, OR LANDSCAPING PLANTED AROUND THE FIRE HYDRANTS OR IN AREAS DESIGNATED AS FIRE LANES.
- THE SEQUENCE OF TESTING AND DISINFECTION SHALL BE AS FOLLOWS: 1) CONDUCT FIRE FLOW, PRESSURE AND LEAKAGE TESTING; 2) PERFORM FLUSHING PER UTILITY REQUIREMENTS AND AWWA C651; 3) DISINFECT THE WATER MAIN, INCLUDING VALVES AND FITTINGS; AND 4) FLUSH AFTER DISINFECTION.
- THE CONTRACTOR SHALL PROVIDE A POST-CONSTRUCTION FIRE FLOW TEST WITNESSED AND APPROVED BY THE ENGINEER AND THE UTILITY. HYDRANTS SHALL DELIVER A MINIMUM OF 1250 GPM WITH A RESIDUAL PRESSURE OF 20 PSI.
- APPLY HYDROSTATIC TEST PRESSURE OF 200 PSI (FIRE MAINS) FOR 10 MINUTES AND FOR SUCH ADDITIONAL PERIOD NECESSARY FOR THE ENGINEER TO COMPLETE THE INSPECTION OF THE LINE UNDER TEST. DO NOT EXCEED PIPE MANUFACTURER'S SUGGESTED TIME DURATION AT THE TEST PRESSURE. IF DEFECTS ARE NOTED, REPAIRS SHALL BE MADE AND THE TEST REPEATED UNTIL ALL PARTS OF THE LINE WITHSTAND THE TEST PRESSURE.
- APPLY LEAKAGE TEST PRESSURE OF 200 PSI (FIRE MAINS) MAINTAIN PRESSURE AT A MAXIMUM VARIATION OF 5% DURING THE ENTIRE LEAKAGE TEST. THE DURATION OF THE LEAKAGE TEST SHALL BE TWO HOURS MINIMUM, AND FOR SUCH ADDITIONAL TIME NECESSARY FOR THE ENGINEER TO COMPLETE INSPECTION OF THE SECTION OF LINE UNDER TEST. LEAKAGE MEASUREMENTS SHALL NOT BE STARTED UNTIL A CONSTANT TEST PRESSURE HAS BEEN ESTABLISHED. THE LINE LEAKAGE SHALL BE MEASURED BY MEANS OF A WATER METER INSTALLED ON THE SUPPLY SIDE OF THE PRESSURE PUMP.
- NO LEAKAGE IS ALLOWED IN EXPOSED PIPING, BURIED PIPING WITH FLANGED, THREADED, OR WELDED JOINTS OR BURIED NON-POTABLE PIPING IN CONFLICT WITH POTABLE WATER LINES.
- TESTED SECTIONS OF BURIED PIPING WITH SLIP-TYPE OR MECHANICAL JOINTS WILL NOT BE ACCEPTED IF IT HAS A LEAKAGE RATE IN EXCESS OF THAT RATE DETERMINED BY THE FORMULA $L = \frac{SDP}{74800}$ WHERE: L = MAXIMUM PERMISSIBLE LEAKAGE RATE, IN GALLONS PER HOUR, THROUGHOUT THE ENTIRE LENGTH OF LINE BEING TESTED; S = LENGTH OF LINE TESTED (IN FEET); D = NOMINAL INTERNAL DIAMETER (IN INCHES) OF THE PIPE; AND P = THE SQUARE ROOT OF THE ACTUAL PRESSURE IN PSIG ON ALL JOINTS IN THE TESTED PORTION OF THE LINE. THIS ACTUAL PRESSURE SHALL BE DETERMINED BY FINDING THE DIFFERENCE BETWEEN THE AVERAGE ELEVATION OF ALL TESTED PIPE JOINTS AND THE ELEVATION OF THE PRESSURE GAUGE AND ADDING THE DIFFERENCE IN ELEVATION HEAD TO THE AUTHORIZED TEST PRESSURE.
- DISINFECT ALL POTABLE WATER LINES, FIRE LINES, VALVES, FITTINGS, HYDRANTS.
- ALL DISINFECTION WORK SHALL BE ACCEPTABLE TO THE STATE HEALTH AUTHORITY. IF ANY REQUIREMENTS OF THIS SECTION ARE IN CONFLICT WITH THE REQUIREMENTS OF THE AUTHORITY FOR DISINFECTION, THOSE OF THE AUTHORITY SHALL GOVERN. THE WATER MAIN DISINFECTION AND BACTERIOLOGICAL SAMPLING AND METHODS OF DISINFECTION FOR ALL WATER CONTAINMENT DEVICES AND PIPING SYSTEMS SHALL CONFORM TO AWWA C651.

SANITARY SEWER SYSTEMS

- THE ENTITY THAT WILL OPERATE AND MAINTAIN THE SEWER SYSTEM SHOWN ON THESE PLANS IS AUTOZONE STORES LLC. THE CONTRACTOR SHALL MEET ALL THE REQUIREMENTS OF CITY OF WINTER PARK UTILITIES.
- INSTALL ALL SEWER MAINS AT A MINIMUM 36 INCHES OF COVER.
- JOINTS SHALL MEET THE REQUIREMENTS OF ASTM D3212 USING RUBBER GASKETS CONFORMING TO ASTM F477.
- FITTINGS SHALL CONFORM TO THE SAME REQUIREMENTS AS THE PIPE. PROVIDE ADAPTERS AS REQUIRED TO JOIN PVC PIPE TO PIPE, FITTINGS AND EQUIPMENT OF OTHER MATERIALS. SOLVENT CEMENT SHALL BE AS RECOMMENDED BY THE PIPE MANUFACTURER.
- SEWER PIPE SHALL BE COLOR CODED GREEN, STENCILED "SEWER LINE" (2" LETTERING ON TWO SIDES OF THE PIPE IN AT LEAST THREE AREAS PER PIPE SECTION).
- INSTALL ADHESIVE IDENTIFICATION TAPE ALONG PIPELINE. TAPE SHALL BE MINIMUM THICKNESS 4 MILS, WIDTH 8 INCHES, LETTER SIZE 1 INCH, TAPE COLOR AND LETTERING SHALL BE "SEWER LINE", BLACK PRINTING ON GREEN BACKGROUND. PLACE TAPE AS FOLLOWS: 2" - 8" PIPE - CENTER ALONG TOP HALF OF PIPE; 10" - 18" PIPE - PLACE ALONG BOTH SIDES OF THE TOP HALF OF PIPE; 20" PIPE AND LARGER - PLACE ON BOTH SIDES OF TOP HALF OF PIPE WITH A THIRD STRIP CENTERED ALONG TOP HALF OF PIPE.
- INSTALL WARNING TAPE ALONG ALL SEWER PIPELINES. TAPE SHALL BE 6-INCH WIDE VINYL CONTINUOUS TAPE, COLORED GREEN WITH BLACK LETTERING CODED AND WORDED "CAUTION: SEWER BURIED BELOW". INSTALL ALONG PIPELINE, 2 FEET ABOVE PIPE, MINIMUM OF 1 FOOT BELOW GRADE.
- CONNECTIONS TO EXISTING SEWER SHALL BE CONDUCTED IN SUCH A MANNER THAT THE EXISTING SEWER REMAINS IN OPERATION. PROVIDE BY PASS PUMPING OR EXISTING FLOWS OR COLLECT AND LEGALLY DISPOSE OF EXISTING SEWER FLOW AS NEEDED TO ACCOMMODATE CONSTRUCTION WHILE KEEPING EXISTING SEWER IN SERVICE.
- PRIOR TO INSPECTIONS AND TESTING, CLEAN ALL INSTALLED LINES AND MANHOLES. TEST PROCEDURES SHALL BE APPROVED BY THE ENGINEER. ALL TESTS SHALL BE MADE IN THE PRESENCE OF THE ENGINEER AND UTILITY. NOTIFY THE ENGINEER AND THE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY WORK IS TO BE INSPECTED OR TESTED.
- PROVIDE ALL EQUIPMENT FOR TESTING. INCREMENTS ON GAGES USED FOR LOW PRESSURE AIR TESTING SHALL BE OF SCALED TO THE NEAREST 0.1 PSI. GAGES, PUMPS, AND HOSES SHALL BE IN GOOD WORKING ORDER WITH NO NOTICEABLE LEAKS.
- ALL SERVICE LATERALS SHALL BE COMPLETED PRIOR TO TESTING, AND ARE SUBJECT TO THE SAME TESTING REQUIREMENTS AS THE MAIN LINE.
- PROVIDE LIGHT SOURCE AND MIRRORS FOR LAMPING OF SEWER. ANY SEWER IN WHICH THE DIRECT LIGHT OF A LAMP CANNOT BE VIEWED IN EITHER DIRECTION, FULL CIRCLE, BETWEEN ADJACENT MANHOLES SHALL BE CONSIDERED UNSATISFACTORY, UNLESS THE LINE IS DESIGNED WITH HORIZONTAL DEFLECTIONS, AND SHALL BE REPAIRED BY THE CONTRACTOR WITHOUT ADDITIONAL COMPENSATION.
- CONDUCT LOW PRESSURE AIR TESTING (4.0 PSI INITIAL PRESSURE) OF INSTALLED SEWER PIPING IN ACCORDANCE WITH ASTM F1417. MAXIMUM ALLOWABLE LEAKAGE IS 0.0015 CUBIC FEET PER MINUTE PER SQUARE FOOT INTERNAL SURFACE AREA BEING TESTED. ALLOWABLE AIR PRESSURE DROP DURING THE TEST IS 0.5 PSIG. MINIMUM REQUIRED TEST TIME (DURATION) IS: A) 4" PIPE = 1 MIN 53 SEC; B) 6" PIPE = 2 MIN 50 SEC, OR 0.427 X LENGTH OF PIPE TESTED, WHICHEVER IS GREATER; C) 8" PIPE = 3 MIN 47 SEC, OR 0.760 X LENGTH OF PIPE TESTED, WHICHEVER IS GREATER; D) 10" PIPE = 4 MIN 43 SEC, OR 1.187 X LENGTH OF PIPE TESTED, WHICHEVER IS GREATER; E) 12" PIPE = 5 MIN 40 SEC, OR 1.709 X LENGTH OF PIPE TESTED, WHICHEVER IS GREATER.
- CONDUCT DEFLECTION TESTING OF PIPELINE AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS. MAXIMUM ALLOWABLE PIPE DEFLECTION IS 5%. MEASURE DEFLECTION BY MANUALLY PULLING A MANDREL THROUGH THE PIPE. THE MINIMUM MANDREL OUTER DIAMETER SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 6" SEWER = 5.45" MANDREL; 8" SEWER = 7.28" MANDREL; 10" SEWER = 9.08" MANDREL; 12" SEWER = 10.79" MANDREL; 15" SEWER = 13.20" MANDREL; 18" SEWER = 16.13" MANDREL; 21" SEWER = 19.00" MANDREL; 24" SEWER = 21.36" MANDREL; 27" SEWER = 24.06" MANDREL.
- DEFLECTION TESTING IS CONSIDERED SATISFACTORY IF THE MANDREL CAN BE PULLED BY HAND THROUGH THE PIPE BEING TESTED. IF THE MANDREL CANNOT BE PULLED THROUGH THE PIPE, REPLACE OR CORRECT THE PIPE AND RETEST UNTIL TESTING IS SATISFACTORY. ANY PIPE REMOVED OR CORRECTED DUE TO FAILING DEFLECTION TESTING SHALL ALSO BE RE-TESTED FOR LEAKAGE.

PAVING, SIDEWALKS AND CURBING

- MATERIALS AND CONSTRUCTION METHODS FOR THE ROADWAY AND PAVING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, OR AS NOTED ON PLANS.
- ROADWAY PAVING, BASE, AND SUBGRADE THICKNESSES SHALL BE IN ACCORDANCE WITH DETAILS ON THESE DRAWINGS.
- SIDEWALKS ARE TO BE CONSTRUCTED IN THE AREAS AS SHOWN ON THE CONSTRUCTION PLANS. HANDICAPPED RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS AND SHALL BE IN ACCORDANCE WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, LATEST EDITION.
- CURBING SHALL BE CONSTRUCTED WHERE NOTED ON THE CONSTRUCTION PLANS. ALL CURBS SHALL HAVE SAW CUT CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT INTERVALS NOT TO EXCEED 10'-0" ON CENTER. CONSTRUCTION OF CURBS SHALL BE IN CONFORMANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) SECTION 520 AND DETAILS PROVIDED ON THE CONSTRUCTION PLANS.
- FIELD COMPACTION DENSITY, STABILITY, AND THICKNESS TESTING FREQUENCIES OF SUB-BASE, BASE, AND ASPHALT SHALL BE TESTED ONCE EVERY 300 LINEAR FEET OF PAVING PER 24-FT WIDE STRIP, STAGGERED LEFT, CENTER AND RIGHT OF CENTERLINE, WHERE LESS THAN 300 LINEAR FEET OF SUB-BASE, BASE, AND ASPHALT IS PLACED IN ONE DAY, PROVIDE MIN. OF ONE TEST FOR EACH PER DAY'S CONSTRUCTION AT A LOCATION DESIGNATED BY THE ENGINEER. ASPHALT EXTRACTION GRADATION SHALL BE TESTED FROM GRAB SAMPLES COLLECTED ONCE EVERY 1800 SQUARE YARDS OF ASPHALT DELIVERED TO THE SITE (OR A MINIMUM OF ONE PER DAY).

PRECAST STRUCTURES AND APPURTENANCES

- ALL MANHOLES SHALL BE PRECAST CONSTRUCTION. THE MINIMUM SIZE DIAMETER OF MANHOLES SHALL BE 48" FOR SEWER LINES 21" IN DIAMETER OR LESS. INTEGRALLY CAST STEPS WITHIN PRECAST STRUCTURES ARE NOT ALLOWED.
- BASES SHALL BE ONE-PIECE PRECAST BASE SECTIONS CONSISTING OF INTEGRALLY CAST SLAB, BOTTOM RING SECTION AND CONCRETE FLOW CHANNELS. BASE SECTIONS SHALL HAVE INTEGRAL INVERTS WITH GASKETS TO MATCH THE PIPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL INVERT ANGLES. PROVIDE OUTLET STUBS WITH JOINTS TO MATCH THE PIPE.
- RISERS SHALL BE PRECAST REINFORCED CONCRETE PER ASTM C478, MANUFACTURED USING SULFATE RESISTANT CEMENT (ASTM C150, TYPE II). RISERS SHALL BE 48-INCH DIAMETER UNLESS OTHERWISE INDICATED AND SHALL HAVE A MINIMUM WALL THICKNESS OF 5 INCHES.
- GASKETS FOR SEATING PRECAST SECTIONS SHALL BE COLD ADHESIVE PREFORMED PLASTIC GASKETS CONFORMING TO FDOT SPECIFICATION 942-2, UNLESS OTHERWISE INDICATED.
- UNLESS OTHERWISE INDICATED, CONE TOP SECTIONS SHALL BE PRECAST, ECCENTRIC TYPE WITH 24-INCH DIAMETER TOP OPENING CONFORMING TO ASTM C478. PROVIDE 8-INCH MINIMUM THICKNESS FLAT SLAB TOPS WITH ECCENTRIC 24 INCH DIAMETER OPENING, UNLESS OTHERWISE INDICATED.
- PROVIDE A FLEXIBLE WATERTIGHT SEAL OF THE PIPE TO THE MANHOLE. CONNECTION OF CONCRETE PIPE TO THE MANHOLE SHALL BE

- MADE WITH NON-SHRINK METALLIC GROUT. CONNECTION OF DUCTILE IRON OR PVC PIPE TO THE MANHOLE SHALL PROVIDE A WATERTIGHT CONNECTION PER ASTM C923, WHERE CONNECTORS ARE USED. THEY SHALL BE INSTALLED IN THE MANHOLE WALL BY ACTIVATING THE EXPANDING MECHANISM IN STRICT ACCORDANCE WITH THE RECOMMENDATION OF THE CONNECTOR MANUFACTURER. THE USE OF ADHESIVES OR LUBRICANTS FOR INSTALLATION OF RUBBER CONNECTORS IS PROHIBITED.
- FRAMES AND COVERS SHALL BE GREY IRON PER ASTM A48, CLASS 30B AND SHALL BE U.S. FOUNDRY TYPE 227AS, TRAFFIC BEARING (AASHTO H-20 LOADING), UNLESS OTHERWISE NOTED IN THE DRAWINGS. CASTINGS SHALL BE SMOOTH, CLEAN, FREE FROM BLISTERS, BLOWHOLES, AND SHRINKAGE. RAISED LETTERING ON COVERS SHALL BE "STORM", "SEWER", OR AS DETAILED ON THE DRAWINGS.
 - PROVIDE CAST IRON INLETS, FRAMES, AND GRATES IN ACCORDANCE WITH DETAILS ON THE DRAWINGS. ALL FRAMES AND INLET GRATES SHALL BE PRODUCTS OF U.S. FOUNDRY & MANUFACTURING CORPORATION, OR EQUAL.
 - ALL INLET GRATES SHALL BE SECURED BY CHAIN AND EYEBOLT TO THE TOP OF THE STRUCTURE.
 - THE TOP ELEVATION OF MANHOLES CONSTRUCTED IN PAVED AREAS SHALL MATCH FINISHED GRADE. THE TOP ELEVATION OF MANHOLES CONSTRUCTED IN GRASSED AREAS SHALL BE 4" ABOVE FINISHED GRADE (UNLESS NOTED OTHERWISE).
 - ALL MANHOLES AND CLEAN OUTS CONSTRUCTED WITHIN PAVED AREAS SHALL BE INSTALLED WITH TRAFFIC BEARING RINGS AND COVERS.
 - MANHOLE COATINGS AND FINISHES SHALL BE:
 - SANITARY SEWER MANHOLE INTERIOR - BITUMINOUS EPOXY COATING, MINIMUM DRY FILM THICKNESS = 16 MILS.
 - INTERIOR OF MANHOLES WHICH RECEIVE FORCE MAIN DISCHARGE - INTEGRALLY ATTACHED INTERIOR LINER, FULL HEIGHT, FIBERGLASS LINER. LINER THICKNESS TO BE IN ACCORDANCE WITH THE DRAWINGS.
 - EXTERIOR - BITUMINOUS EPOXY COATING, MINIMUM DRY FILM THICKNESS = 16 MILS.

PRECAST STRUCTURES AND APPURTENANCES

- ALL MANHOLES SHALL BE PRECAST CONSTRUCTION. THE MINIMUM SIZE DIAMETER OF MANHOLES SHALL BE 48" FOR SEWER LINES 21" IN DIAMETER OR LESS. INTEGRALLY CAST STEPS WITHIN PRECAST STRUCTURES ARE NOT ALLOWED.
- BASES SHALL BE ONE-PIECE PRECAST BASE SECTIONS CONSISTING OF INTEGRALLY CAST SLAB, BOTTOM RING SECTION AND CONCRETE FLOW CHANNELS. BASE SECTIONS SHALL HAVE INTEGRAL INVERTS WITH GASKETS TO MATCH THE PIPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL INVERT ANGLES. PROVIDE OUTLET STUBS WITH JOINTS TO MATCH THE PIPE.
- RISERS SHALL BE PRECAST REINFORCED CONCRETE PER ASTM C478, MANUFACTURED USING SULFATE RESISTANT CEMENT (ASTM C150, TYPE II). RISERS SHALL BE 48-INCH DIAMETER UNLESS OTHERWISE INDICATED AND SHALL HAVE A MINIMUM WALL THICKNESS OF 5 INCHES.
- GASKETS FOR SEATING PRECAST SECTIONS SHALL BE COLD ADHESIVE PREFORMED PLASTIC GASKETS CONFORMING TO FDOT SPECIFICATION 942-2, UNLESS OTHERWISE INDICATED.
- UNLESS OTHERWISE INDICATED, CONE TOP SECTIONS SHALL BE PRECAST, ECCENTRIC TYPE WITH 24-INCH DIAMETER TOP OPENING CONFORMING TO ASTM C478. PROVIDE 8-INCH MINIMUM THICKNESS FLAT SLAB TOPS WITH ECCENTRIC 24 INCH DIAMETER OPENING, UNLESS OTHERWISE INDICATED.
- PROVIDE A FLEXIBLE WATERTIGHT SEAL OF THE PIPE TO THE MANHOLE. CONNECTION OF CONCRETE PIPE TO THE MANHOLE SHALL BE MADE WITH NON-SHRINK METALLIC GROUT. CONNECTION OF DUCTILE IRON OR PVC PIPE TO THE MANHOLE SHALL PROVIDE A WATERTIGHT CONNECTION PER ASTM C923, WHERE CONNECTORS ARE USED. THEY SHALL BE INSTALLED IN THE MANHOLE WALL BY ACTIVATING THE EXPANDING MECHANISM IN STRICT ACCORDANCE WITH THE RECOMMENDATION OF THE CONNECTOR MANUFACTURER. THE USE OF ADHESIVES OR LUBRICANTS FOR INSTALLATION OF RUBBER CONNECTORS IS PROHIBITED.
- FRAMES AND COVERS SHALL BE GREY IRON PER ASTM A48, CLASS 30B AND SHALL BE U.S. FOUNDRY TYPE 227AS, TRAFFIC BEARING (AASHTO H-20 LOADING), UNLESS OTHERWISE NOTED IN THE DRAWINGS. CASTINGS SHALL BE SMOOTH, CLEAN, FREE FROM BLISTERS, BLOWHOLES, AND SHRINKAGE. RAISED LETTERING ON COVERS SHALL BE "STORM", "SEWER", OR AS DETAILED ON THE DRAWINGS.
- PROVIDE CAST IRON INLETS, FRAMES, AND GRATES IN ACCORDANCE WITH DETAILS ON THE DRAWINGS. ALL FRAMES AND INLET GRATES SHALL BE PRODUCTS OF U.S. FOUNDRY & MANUFACTURING CORPORATION, OR EQUAL.
- ALL INLET GRATES SHALL BE SECURED BY CHAIN AND EYEBOLT TO THE TOP OF THE STRUCTURE.
- THE TOP ELEVATION OF MANHOLES CONSTRUCTED IN PAVED AREAS SHALL MATCH FINISHED GRADE. THE TOP ELEVATION OF MANHOLES CONSTRUCTED IN GRASSED AREAS SHALL BE 4" ABOVE FINISHED GRADE (UNLESS NOTED OTHERWISE).
- ALL MANHOLES AND CLEAN OUTS CONSTRUCTED WITHIN PAVED AREAS SHALL BE INSTALLED WITH TRAFFIC BEARING RINGS AND COVERS.
- MANHOLE COATINGS AND FINISHES SHALL BE:
 - SANITARY SEWER MANHOLE INTERIOR - BITUMINOUS EPOXY COATING, MINIMUM DRY FILM THICKNESS = 16 MILS.
 - INTERIOR OF MANHOLES WHICH RECEIVE FORCE MAIN DISCHARGE - INTEGRALLY ATTACHED INTERIOR LINER, FULL HEIGHT, FIBERGLASS LINER. LINER THICKNESS TO BE IN ACCORDANCE WITH THE DRAWINGS.
 - EXTERIOR - BITUMINOUS EPOXY COATING, MINIMUM DRY FILM THICKNESS = 16 MILS.

STORM SEWER SYSTEMS

- REINFORCED CONCRETE PIPE (RCP) JOINTS SHALL COMPLY WITH ASTM C443 AND FDOT SPECIFICATION SECTION 430, AND RUBBER GASKETS SHALL COMPLY WITH FDOT SPECIFICATION SECTION 942. MINIMUM COVER OVER THE PIPE, INCLUDING COVER OVER THE BELL OF THE PIPE WHERE APPLICABLE, SHALL BE 30 INCHES.
- RCP PIPE SHALL NOT BE SHIPPED FROM MANUFACTURER UNTIL THE COMPRESSIVE STRENGTH OF THE PIPE HAS REACHED 4000 PSI AND A MINIMUM OF 5 DAYS HAVE PASSED SINCE THE MANUFACTURING OR REPAIR OF THE PIPE HAS BEEN COMPLETED.
- UNDERDRAIN PIPE SHALL BE PERFORATED POLYVINYL CHLORIDE PIPE IN ACCORDANCE WITH ASTM F758. FILTER FABRIC UNDERDRAIN SOCK SHALL BE TYPE D-3 IN ACCORDANCE WITH SPECIFICATIONS SECTION 985.
- ALL PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC. FILTER FABRIC SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 430-001, TYPE D-3, A.O.S. 70-100. INSTALL IN ACCORDANCE WITH FDOT INDEX NO. 280. PROVIDE MINIMUM 12" OVERLAP.
- INSTALL POLYETHYLENE PIPE IN ACCORDANCE WITH ASTM D2321. BACKFILL AND COMPACT EVENLY ON EACH SIDE TO PREVENT DISPLACEMENT. MINIMUM COVER OVER POLYETHYLENE PIPE SHALL BE AS FOLLOWS: A) PIPE UNDER FLEXIBLE PAVEMENT, RIGID PAVEMENT, OR UNPAVED AREAS WHERE BEDDING IS SUITABLE SOILS AS DEFINED IN THE GENERAL NOTES; MINIMUM COVER SHALL BE 36 INCHES OR ONE PIPE DIAMETER, WHICHEVER IS GREATER; B) PIPE UNDER FLEXIBLE PAVEMENT, RIGID PAVEMENT, OR UNPAVED AREAS WHERE BEDDING IS MANUFACTURED AGGREGATES CLASS 1A OR 1B AS DEFINED IN ASTM D2321; MINIMUM COVER SHALL BE 30 INCHES OR ONE PIPE DIAMETER, WHICHEVER IS GREATER.
- INSTALL UNDERDRAINS IN ACCORDANCE WITH FDOT SPECIFICATION SECTION 440. INSTALL CLEANOUTS AS SHOWN ON THE DRAWINGS.
- PRIOR TO INSPECTIONS AND TESTING, CLEAN ALL INSTALLED LINES AND STRUCTURES.

SIGNS AND PAVEMENT MARKINGS

- ALL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE LATEST IMPLEMENTED EDITION OF FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
- ALL ROADWAY PAVEMENT MARKINGS SHALL BE THERMOPLASTIC WITH RAISED PAVEMENT MARKERS (TYPE 911 - 4" x 4"). RAISED PAVEMENT MARKERS ARE TO BE INSTALLED IN ACCORDANCE WITH THESE PLANS AND FDOT STANDARD PLANS INDEX 706-001.
- PARKING STALL PAVEMENT MARKINGS SHALL BE PAINTED. PAINT SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATION SECTION 971. NON-REFLECTIVE WHITE TRAFFIC PAINT, TWO COATS.
- ALL ROADWAY TRAFFIC SIGNS SHALL BE MANUFACTURED USING HIGH INTENSITY RETROREFLECTIVE MATERIALS. THE BACK OF ALL FINISHED PANELS SHALL BE STENCILED WITH THE DATE OF FABRICATION, THE FABRICATOR'S INITIALS, AND THE NAME OF THE SHEETING IN THREE-INCH LETTERS.
- INTERNAL SITE TRAFFIC SIGNS ARE NOT REQUIRED TO BE RETROREFLECTIVE.
- THE CONTRACTOR SHALL VERIFY THE REQUIRED LENGTH OF THE SIGN COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.
- CONTRACTOR SHALL PROVIDE AND INSTALL ALL SIGNS, BASES, ANCHOR BOLTS, CONDUITS, WIRING, ETC.
- ALL PAVEMENT MARKINGS REQUIRE LAYOUT APPROVAL IN THE FIELD BY THE ENGINEER PRIOR TO INSTALLATION.
- PRIOR TO FINAL PAVEMENT MARKING INSTALLATION, A TWO WEEK CURE TIME OF THE ASPHALT IS REQUIRED.

Matthew S. D'Angelo, State of Florida, Professional Engineer, License No. 91885. This item has been digitally signed and sealed by Matthew S. D'Angelo on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

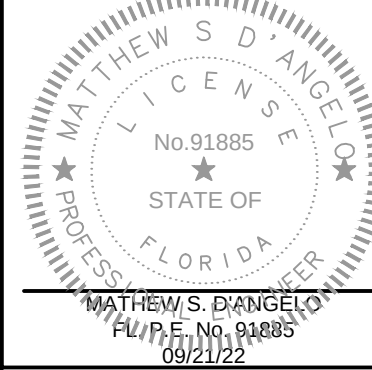
REVISIONS			
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AutoZone Store No. FL10354
2684 LEE ROAD,
WINTER PARK, FLORIDA 32789

GENERAL NOTES SHEET

Owner / Developer: AUTOZONE STORES LLC
123 South Front Street, 3rd Floor
Memphis, Tennessee 38103
TEL: 901-495-8709 FAX: (901)495-8969
For Bidding & Contractor Information Contact:
Dodge Data & Analytics. Tel. 413-930-4215
Cindy.searcy@construction.com



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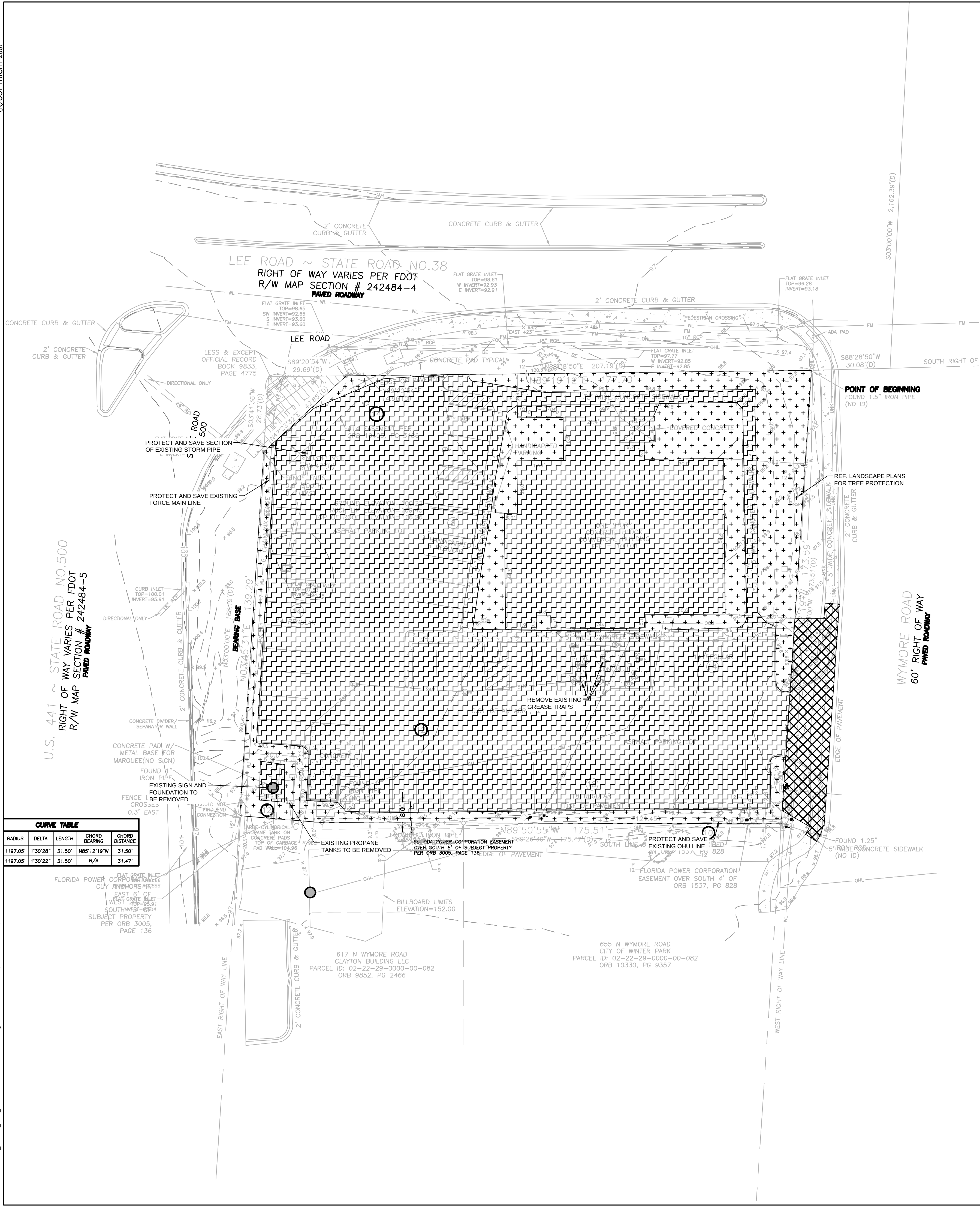
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Plans Prepared By:
CPH, Inc.
5601 Mariner Street, Suite 105 Tampa, FL 33609
Ph: 813.288.0233
Eng. C.O.A. No. 3215 Arch. Lic. No. AA26000926
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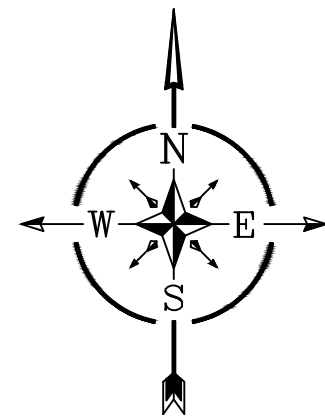


LEGEND:

	PROPERTY LINE
	EXISTING ON SITE LANDSCAPE / GROUND COVER AND EXISTING IMPROVEMENTS TO BE REMOVED.
	EXISTING ON SITE CURBING / CONCRETE PAVEMENT / ASPHALT PAVEMENT / UNDERGROUND UTILITIES AND STRUCTURES TO BE REMOVED.
	EXISTING OFF SITE LANDSCAPE / GROUND COVER / CURBING / CONCRETE AND PAVEMENT TO BE REMOVED.

DEMOLITION NOTES:

- THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON SITE LOCATIONS OF EXISTING UTILITIES.
- CHAPTER 553.851 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING.
- THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION, AND EQUIPMENT REQUIRED FOR THE ORDERLY DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, PAVEMENT AND UTILITIES AS SHOWN ON THE DRAWINGS AND DESCRIBED HEREIN.
- THE CONTRACTOR IS REQUIRED TO FAMILIARIZE HIMSELF WITH THE STRUCTURES TO BE DEMOLISHED. A BRIEF DESCRIPTION OF THE STRUCTURES IS INCLUDED FOR THE CONTRACTOR'S CONVENIENCE ONLY.
- THE FOLLOWING LIST OF STRUCTURES REQUIRING DEMOLITION IS INCLUDED FOR THE CONTRACTOR'S CONVENIENCE ONLY. THE DRAWINGS INDICATE THE SCOPE OF DEMOLITION WHERE DEMOLITION IS REQUIRED.
 - DEMOLITION AND REMOVAL OF EXISTING BUILDING.
 - DEMOLITION AND REMOVAL OF EXISTING ON SITE ASPHALT, CONCRETE PAVING AND CURBING TO LIMITS SHOWN.
 - REMOVAL OF EXISTING ONSITE ABOVE-GROUND AND UNDERGROUND UTILITIES, INCLUDING REMOVAL AND/OR PLUGGING OF EXISTING UTILITIES AS SHOWN ON PLANS.
- PRIOR TO REMOVAL OF ANY UNDERGROUND SEWAGE TANK AND COMPONENTS FROM SERVICE, CONTRACTOR MUST COMPLETELY DRAIN THE SYSTEMS TO AN APPROVED SANITATION TANK FOR DISPOSAL AT AN APPROVED LOCATION AND IN ACCORDANCE WITH LOCAL & STATE REQUIREMENTS.
- ALL ON SITE UNDERGROUND STRUCTURES AND PIPING MUST BE COMPLETELY REMOVED AND OVEREXCAVATED BY A MINIMUM OF 12" BENEATH THE STRUCTURES. CONTRACTOR SHALL USE APPROVED FILLING MATERIAL FOR FILLING THESE AREAS. FILL SHALL BE OF CLEAN, FINE SAND AASHTO CLASS A-3 AND SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8" IN THICKNESS AND COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557).
- ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.
- ELECTRICAL, TELEPHONE, CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY PRIOR TO COMMENCEMENT OF CONSTRUCTION. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS A NECESSITY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.
- PROVIDE ADEQUATE PROTECTION FOR PERSONS AND PROPERTY AT ALL TIMES. EXECUTE THE WORK IN A MANNER TO AVOID HAZARDS TO PERSONS AND PROPERTY AND PREVENT INTERFERENCE WITH THE USE OF AND ACCESS TO ADJACENT BUILDINGS. STREETS AND SIDEWALKS SHALL NOT BE BLOCKED BY DEBRIS AND EQUIPMENT.
- AIR HAMMERS OR OTHER DEVICES WILL BE PERMITTED ON EXTERIOR WORK.
- CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING THE DEMOLITION/EXCAVATION PROCESS.
- REMOVE AND LEGALLY DISPOSE OF ALL OTHER RUBBISH, RUBBLE, AND DEBRIS. COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS GOVERNING DISPOSAL OF WASTES AND DEBRIS.
- PAVEMENT REMOVAL:
 - WHERE EXISTING PAVEMENT IS TO BE REMOVED, SAW-CUT THE SURFACING LEAVING A UNIFORM AND STRAIGHT EDGE WITH MINIMUM DISTURBANCE TO THE REMAINING ADJACENT SURFACING. IF CONSTRUCTION RESULTS IN RAVELING OF THE SAW-CUT SURFACE, RECUT BACK FROM THE RAVELED EDGE PRIOR TO RESTORATION.
 - WHERE EXISTING PAVEMENT, CURB, CURB AND GUTTER, SIDEWALK, DRIVEWAY, OR VALLEY GUTTER IS REMOVED FOR THE PURPOSE OF CONSTRUCTING OR REMOVING BOX CULVERTS, PIPE, INLETS, MANHOLES, FACILITIES OR STRUCTURES, SAID PAVEMENT, ETC., SHALL BE REPLACED AND RESTORED IN EQUAL OR BETTER CONDITION THAN THE ORIGINAL. CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, MATERIALS, EQUIPMENT, TOOLS, SUPPLIES, AND OTHER EQUIPMENT AS REQUIRED.
- CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.
- PERMITTING: IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY REQUIRED PERMITTING FOR DEMOLITION FROM RESPONSIBLE REGULATORY AGENCIES AND FULLY ACKNOWLEDGE AND COMPLY WITH ALL REQUIREMENTS PRIOR TO COMMENCING DEMOLITION WORK.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE THE EXTENT OF DEMOLITION REQUIRED IN ORDER TO PERFORM THE CONTRACT WORK FOR THIS PROJECT. THE CONTRACTOR SHALL CONDUCT SITE VISITS AND SHALL EXAMINE ALL OF THE INFORMATION WITHIN THESE DOCUMENTS. ALL DISCREPANCIES AND/OR OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BID SUBMITTAL.
- PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
- THE CONTRACTOR SHALL COORDINATE WITH OWNER PRIOR TO COMMENCEMENT OF ANY WORK. ACTUAL REMOVAL AND/OR RELOCATION OF ALL EXISTING PLANS IS TO BE CONDUCTED BY THE LANDSCAPE CONTRACTOR. IT IS THE RESPONSIBILITY OF THE SITEWORK CONTRACTOR TO COORDINATE DEMOLITION ACTIVITIES WITH THE LANDSCAPE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND PRESERVING TREES AS INDICATED BY THE OWNER.
- CONTRACTOR SHALL LIMIT ALL DEMOLITION ACTIVITY TO THAT AREA DELINEATED IN THE DRAWING. ALL OTHER EXIST. UTILITIES INCLUDING : STORM DRAINAGE, GAS, ELECTRIC, TELEPHONE, WATER & SEWER SHALL BE PRESERVED & PROTECTED.
- A SEPARATE DEMOLITION PERMIT IS REQUIRED FOR THE DEMOLITION OF THE ACTUAL BUILDING.
- CONTRACTOR MAY LIMIT SAW-CUT & PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THIS SHEET BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, SIDEWALK, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
- CONTRACTOR WILL BE PROVIDED ASBESTOS SURVEY. CONTRACTOR SHALL OBTAIN FDEP PERMIT AS REQUIRED.
- CONTRACTOR TO TAKE EXTRA PRECAUTIONS TO PROTECT UNDERGROUND STORM SEWER SYSTEMS LOCATED ON THE NORTH AND SOUTH SIDES OF THE BUILDING. LIMITS SHOWN ARE APPROXIMATED FROM THE ORIGINAL DESIGN PLAN AS-BUILTS.
- ALL EXISTING WELLS ON-SITE SHALL BE ABANDONED BY A CERTIFIED WELL CONTRACTOR. GC SHALL FIELD VERIFY WELL LOCATIONS.



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Graphic Scale in Feet

Plans Prepared By:
CPH, Inc.
5601 Mariner Street, Suite 105 Tampa, FL 33609
Ph: 813.288.0233
Eng. C.O.A. No. 3215 Arch. Lic. No. AA2600926
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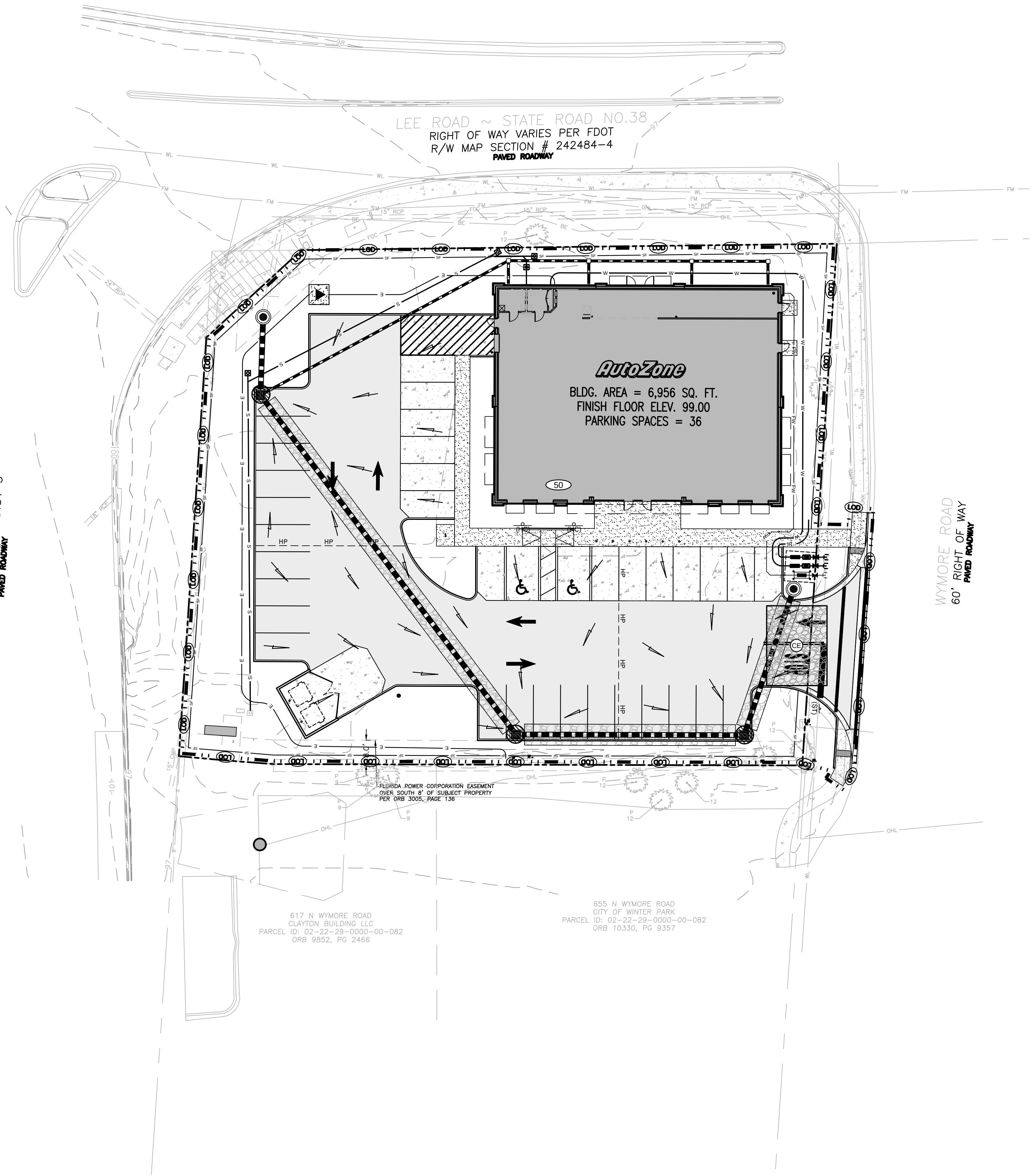
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3/5/2025

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U.S. 441 ~ STATE ROAD NO.500
RIGHT OF WAY VARIES PER FDOT
R/W MAP SECTION # 242484-5
PAVED ROADWAY



617 N WYMORE ROAD
CLAYTON BUILDING LLC
PARCEL ID: 02-22-29-0000-00-082
ORB 9852, PG 2466

655 N WYMORE ROAD
CITY OF WINTER PARK
PARCEL ID: 02-22-29-0000-00-082
ORB 10330, PG 9357

FLORIDA POWER CORPORATION EASEMENT
OVER SOUTH 8' OF SUBJECT PROPERTY
PER ORB 3005, PAGE 136

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Name (Operator and/or Responsible Authority) _____ Date _____

Project Name and location information: _____

ACREAGE SUMMARY

TOTAL SITE AREA	0.81 A.C.
TOTAL ON-SITE DISTURBED AREA	0.81 A.C.
TOTAL OFF-SITE DISTURBED AREA	0.02 A.C.
TOTAL DISTURBED AREA	0.83 A.C.

LEGEND:

	PROPERTY LINE
	LIMITS OF DISTURBANCE
	SILT FENCE PER STATE OF FLORIDA EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION)
	INLET PROTECTION
	CONSTRUCTION ENTRANCE PER STATE OF FLORIDA EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION)
	SOIL TYPE: URBAN LAND, 0 TO 2 PERCENT SLOPES
	FLOW ARROWS

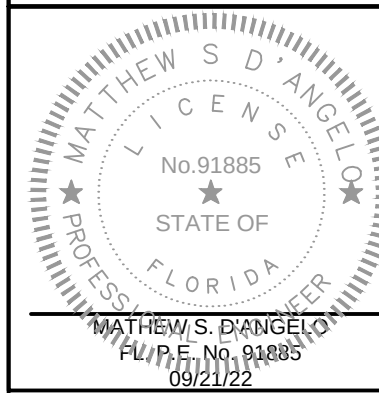
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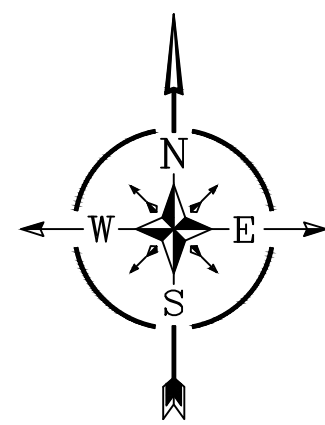
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STORMWATER POLLUTION PREVENTION NOTES

THESE PLANS HAVE BEEN PREPARED TO ASSIST THE CONTRACTOR IN OBTAINING COVERAGE UNDER THE FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THE PERMIT REQUIREMENTS AND MODIFY THESE PLANS AS NEEDED TO BE IN COMPLIANCE WITH THE PERMIT REQUIREMENTS.

SITE DESCRIPTION

A. SITE LOCATION
THE SITE IS LOCATED AT:
2684 LEE ROAD,
WINTER PARK, FLORIDA 32789
SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST
LATITUDE: 28°36'19.54"N LONGITUDE: 81°23'56"W

B. SITE CONDITIONS & ACTIVITIES NARRATIVE:

THE EXISTING CONDITION OF THE SITE IS DEVELOPED. DURING CONSTRUCTION THE SITE WILL BE CLEARED AND GRUBBED. THIS PROJECT WILL HAVE NO MAJOR EFFECT ON ANY THE ADJUTING PROPERTIES.

WETLANDS/SUBSIDIES

NO WETLANDS ARE WITHIN OR ADJACENT TO THE PROPOSED DEVELOPMENT AREA.

SWPPP INTENT

THE INTENT OF THIS SWPPP IS TO COMPLY WITH THE INTENT OF THE GENERIC PERMIT AND TO PREVENT THE RELEASE OF SOILS, TRASH, CHEMICALS, TOXINS AND OTHER POLLUTANTS, BY WATER, AIR, VEHICLE TRANSPORT OR OTHER MEANS THAT CAN IMPACT STORM WATER QUALITY. THE CONTRACTOR SHALL OBTAIN A COPY OF THE GENERIC PERMIT AND RETAIN ON-SITE FOR FUTURE REFERENCE. THE CONTRACTOR SHALL READ AND UNDERSTAND THE PERMIT, AND ENSURE THAT THE BMP'S ARE INSTALLED AND THE EXECUTION OF THE WORK IS PERFORMED TO MEET THE INTENT OF THE GENERIC PERMIT AND THE SWPPP.

POTENTIAL SOURCES OF POLLUTION

THE POTENTIAL SOURCES OF POLLUTION THAT MAY REASONABLY BE EXPECTED TO AFFECT THE QUALITY OF STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY INCLUDE: SEDIMENT, PESTICIDES, FERTILIZER, PLASTER, CLEANING SOLVENTS, ASPHALT, CONCRETE, GLUE, ADHESIVES, PAINTS, CURING COMPOUNDS, WOOD PRESERVATIVES, HYDRAULIC OIL FLUIDS, GASOLINE, DIESEL FUEL AND KEROSENE.

SEQUENCE OF CONSTRUCTION

THE SEQUENCE OF CONSTRUCTION HAS BEEN DEVELOPED AS A GUIDE FOR THE CONTRACTOR. THE CONTRACTOR SHALL SEQUENCE THE CONSTRUCTION AS NEEDED BASED ON BEST MEANS AND METHODS IN ORDER TO BE IN COMPLIANCE WITH STATE AND LOCAL REQUIREMENTS. THE INSTALLATION OR REMOVAL OF BMP'S, EARTH DISTURBANCE, GRADING, TEMPORARY STABILIZATION AND PERMANENT STABILIZATION SHALL BE IMMEDIATELY NOTED IN THE SWPPP IMPLEMENTATION LOG. ALL TEMPORARY BMP'S SHALL BE REPAIRED AND MAINTAINED UNTIL STABILIZATION HAS OCCURRED AND THERE IS NO RISK OF DISCHARGE. TEMPORARILY SEED, IMMEDIATELY AND THROUGHOUT CONSTRUCTION, DENuded AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE. PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.

1. POST A COPY OF THE NOI OR LETTER FROM FDEP CONFIRMING COVERAGE UNDER THE GENERIC PERMIT, AND THE NAME AND PHONE NUMBER OF THE CONTRACTOR'S REPRESENTATIVE RESPONSIBLE FOR EROSION AND SEDIMENTATION CONTROL INSTALLATION AND MAINTENANCE ON A 24 HOUR BASIS.
2. INSTALL PERIMETER CONTROLS IMMEDIATELY DOWNSTREAM OF THE PLANNED LOCATION OF THE CONSTRUCTION EXIT.
3. INSTALL STABILIZED CONSTRUCTION EXIT.
4. INSTALL PERMITTER CONTROLS. THE CONTRACTOR SHALL INSTALL THE REMAINING BMP'S AS SHOWN AND AS REQUIRED TO MEET PERMIT REQUIREMENTS. SOME BMP INSTALLATIONS MAY NOT BE POSSIBLE AT THE BEGINNING OF THE PROJECT BUT MUST BE INSTALLED AS SOON AS POSSIBLE TO ENSURE COMPLIANCE.
5. INSTALL TEMPORARY STAGING AND STORAGE AREAS.
6. CONSTRUCT AND STABILIZE THE SEDIMENT BASINS AND SEDIMENT TRAPS WITH APPROPRIATE OUTFALL STRUCTURES, IF REQUIRED.
7. CONSTRUCT AND STABILIZE HYDRAULIC CONTROLS (DITCHES, SWALES, DIKES, CHECK DAMS, ETC.), IF REQUIRED.
8. BEGIN DEMOLITION, CLEARING AND GRUBBING OPERATIONS AS APPLICABLE.
9. BEGIN CONSTRUCTION OF SITE IMPROVEMENTS.
10. PAVE SITE AND STABILIZE PER PLAN.
11. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER SITE HAS ACHIEVED FINAL STABILIZATION.
12. SUBMIT NOTICE OF TERMINATION (NOT) ONCE ALL CONSTRUCTION IS COMPLETE AND ALL AREAS ARE STABILIZED PER PLAN.

GENERAL NOTES

A. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FILE "NOTICE OF INTENT" TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES (DEP FORM 62-621.300(A)(B) OR LATEST VERSION) TO FDEP TO THE FOLLOWING ADDRESS OR THROUGH THE FDEP ON-LINE SYSTEM AT LEAST TWO (2) DAYS BEFORE COMMENCEMENT OF CONSTRUCTION:

NPDES STORMWATER NOTICES CENTER, MS #2510 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, 2600 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA 32399-2400

THE CONTRACTOR SHALL SUBMIT A NOTICE OF TERMINATION (NOT) WITHIN 14 CALENDAR DAYS AFTER THE SITE HAS ACHIEVED FINAL STABILIZATION (I.E. ALL DISTURBED SOILS AT THE SITE HAVE BEEN FINAL STABILIZED). TEMPORARY BMP'S HAVE BEEN REMOVED, AND STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM THE SITE AUTHORIZED BY THE PERMIT HAVE BEEN ELIMINATED. AN ENVIRONMENTAL RESOURCE PERMIT IS REQUIRED FOR THE PROJECT. CONTRACTOR SHALL PROVIDE THE PERMIT INFORMATION FOR THE NOI APPLICATION.

THE CONTRACTOR SHALL PROVIDE A COPY OF THE NOI AND SUBSEQUENT NOT OR THE ACKNOWLEDGEMENT LETTERS FOR THE NOI OR NOT TO THE MS4 WITHIN 7 DAYS OF RECEIPT. THE CONTRACTOR SHALL ALSO COORDINATE WITH THE MS4 TO ENSURE THAT ALL SPECIFIC REQUIREMENTS ARE MET.

B. WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES. SWALES SHALL BE CONSTRUCTED AS SHOWN ON PLANS.

C. EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY, WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:

- I. IN GENERAL, EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.
- II. NEW AND EXISTING STORMWATER INLETS AND OUTFALL STRUCTURES SHALL BE PROTECTED DURING CONSTRUCTION. PROTECTION MEASURES SHALL BE EMPLOYED IMMEDIATELY AS REQUIRED DURING THE VARIOUS STAGES OF CONSTRUCTION.
- III. PERIMETER EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL FINAL SITE STABILIZATION HAS BEEN ESTABLISHED.

D. CLEARING AND GRUBBING OPERATIONS SHALL BE CONTROLLED SO AS TO MINIMIZE UNPROTECTED ERODIBLE AREAS EXPOSED TO WEATHER. GENERAL EROSION CONTROL BMP'S SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND OFF-SITE SEDIMENTATION. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED PRIOR TO ANY CONSTRUCTION ACTIVITY.

E. THE CONTRACTOR SHALL FURNISH, INSTALL PER THE SEQUENCE OF CONSTRUCTION, MAINTAIN AND SUBSEQUENTLY REMOVE, ALL NECESSARY TEMPORARY BMP'S. THE CONTRACTOR WILL FURNISH AND INSTALL ALL NECESSARY PERMANENT BMP'S.

F. THE CONTRACTOR SHALL ADJUST, ADD OR MODIFY BMP'S AS NECESSARY TO COMPLY WITH THE INTENT OF THE GENERIC NPDES PERMIT AND THE SWPPP FOR NO ADDITIONAL COMPENSATION. THE CONTRACTOR SHALL CONSULT WITH THE ENGINEER PRIOR TO ADJUSTING, ADDING OR MODIFYING BMP'S THAT AFFECT THE HYDRAULICS OF THE SITE OR BEFORE ADDING BMP'S NOT DETAILED IN THE SWPPP.

G. THE CONTRACTOR IS ADVISED THAT THE CONTRACT DRAWINGS ONLY INDICATE EROSION, SEDIMENT, AND TURBIDITY CONTROLS AT LOCATIONS DETERMINED IN THE DESIGN PROCESS. HOWEVER, THE CONTRACTOR IS REQUIRED TO PROVIDE ANY ADDITIONAL CONTROLS NECESSARY TO PREVENT THE POSSIBILITY OF SILTING ANY ADJACENT LOWLAND PARCEL OR RECEIVING WATER.

H. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. THE EROSION CONTROL SYSTEM DESCRIBED WITHIN THE CONSTRUCTION DOCUMENTS SHOULD BE CONSIDERED TO REPRESENT THE MINIMUM ACCEPTABLE STANDARDS FOR THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDENT UPON THE STAGE OF CONSTRUCTION, THE SEVERITY OF THE RAINFALL EVENT AND/OR AS DEMAED NECESSARY AS A RESULT OF ON-SITE INSPECTIONS BY THE OWNER, THEIR REPRESENTATIVES, OR THE APPLICABLE JURISDICTIONAL AUTHORITIES. THESE ADDITIONAL MEASURES (IF NEEDED) SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER. IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BEST MANAGEMENT PRACTICES (BMP'S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN FOOT NOTES 1000 THROUGH 1102 AND AS NECESSARY FOR EACH SPECIFIC APPLICATION. IT IS THE CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ASSURE THAT THE STORMWATER DISCHARGE FROM THE SITE DOES NOT EXCEED THE TOLERANCES ESTABLISHED BY ANY OF THE APPLICABLE JURISDICTIONAL AUTHORITIES.

I. THE CONTRACTOR SHALL KEEP THE SWPPP CURRENT AT ALL TIMES. THE CONTRACTOR SHALL SIGN AND DATE ANY CHANGES TO THE SWPPP AND KEEP THEM AS ATTACHMENTS TO THE ORIGINAL PLAN. WHENEVER ANY OF THE FOLLOWING EVENTS OCCUR, THE CONTRACTOR SHALL UPDATE THE SWPPP WITHIN 7 DAYS:

- I. THERE IS A CHANGE IN DESIGN, CONSTRUCTION OPERATION OR MAINTENANCE THAT HAS A SIGNIFICANT EFFECT ON THE DISCHARGE FROM THE PROJECT.
- II. THERE IS A NEW DISCHARGE POINT OR OUTFALL.
- III. THERE IS A CHANGE IN THE LOCATION OF A DISCHARGE POINT OF OUTFALL.
- IV. AN INSPECTION REVEALS THAT BMP'S ARE INEFFECTIVE AT ELIMINATING OR MINIMIZING POLLUTANTS IN THE STORMWATER DISCHARGED FROM THE SITE.
- V. THERE IS A NEW SUBCONTRACTOR IMPLEMENTING ANY PORTION OF THE SWPPP.
- VI. A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR GREATER THAN A REPORTABLE QUANTITY OCCURS DURING A 24-HOUR PERIOD.

J. THE CONTRACTOR SHALL ENSURE THAT THE CONTRACTOR AND ALL SUBCONTRACTORS RESPONSIBLE FOR IMPLEMENTING SWPPP CONTROL MEASURES FILE OUT THE CONTRACTOR / SUBCONTRACTOR CERTIFICATION TABLE INCLUDED IN THIS SWPPP.

K. THE CONTRACTOR SHALL COMPLETE THE CONSTRUCTION SEQUENCING TABLE INCLUDING IN THIS SWPPP PRIOR TO PROCEEDING WITH THE INSTALLATION OF BMP'S AND PRIOR TO GROUND DISTURBING ACTIVITIES. THE CONTRACTOR SHALL COMPLETE THE TABLE WITH ANTICIPATED DATES IN WHICH THE BMP WILL BE UTILIZED OR THE ACTIVITY WILL OCCUR.

TURBIDITY

A. TURBIDITY REDUCTION TO NO MORE THAN 29 NTUS ABOVE BACKGROUND LEVEL PRIOR TO DISCHARGE OFF SITE.

B. CONTRACTOR TO FILE FOR A FDEP NOTICE OF INTENT (NOI) WITHIN 14 DAYS OF CONSTRUCTION COMPLETION.

CONSTRUCTION SEQUENCING TABLE

ANTICIPATED CONSTRUCTION SEQUENCE*	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
CONSTRUCTION ENTRANCE												
TEMPORARY CONTROL MEASURES												
STORM FACILITIES												
ROUGH GRADE / SEDIMENT CONTROL												
FOUNDATION / BUILDING CONSTRUCTION												
SITE CONSTRUCTION												
FINISH GRADING												
PERMANENT CONTROL MEASURES												

* THIS IS ONLY A GUIDE. CONTRACTOR IS TO USE HIS JUDGMENT TO MEET OR EXCEED.

STABILIZATION

A. STABILIZATION MEASURES SHALL BE INITIATED IMMEDIATELY IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED AND WILL REMAIN UNDISTURBED FOR 7 DAYS OR MORE. STABILIZE BY COVERING WITH ADEQUATE AMOUNTS OF MULCH OVER SEED AND PERIODICALLY WATER TO PROMOTE AND MAINTAIN GROWTH OF THE TEMPORARY GROUNDCOVER, OR BY THE USE OF AN APPROPRIATE ALTERNATIVE BMP.

B. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES OR ANY DISTURBED LAND AREAS SHALL BE COMPLETED IMMEDIATELY AFTER FINAL GRADING. WHEN IT IS NOT POSSIBLE TO PERMANENTLY PROTECT A DISTURBED AREA IMMEDIATELY AFTER GRADING OPERATIONS, TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED. ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED.

C. ALL GRASS SLOPES CONSTRUCTED STEEPER THAN 4H:1V SHALL BE SOODED IMMEDIATELY AFTER FINAL GRADE IS ESTABLISHED.

DUST CONTROL

A. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.

B. AS REQUIRED AFTER COMPLETION OF CONSTRUCTION, BARE EARTH AREAS SHALL BE VEGETATED.

AT ANY TIME, BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES.

WASTE MANAGEMENT

A. THE CONTRACTOR SHALL ENSURE THAT ALL WASTE AND DEBRIS ARE MANAGED DAILY SUCH THAT THEY WILL NOT IMPACT STORMWATER OR LEAVE THE PERMITTED AREA, AND DISPOSED OF PROPERLY IN ACCORDANCE WITH APPLICABLE STATE, LOCAL AND FEDERAL REGULATIONS.

B. THE CONTRACTOR SHALL ENSURE THAT ALL CHEMICALS, OILS, FUELS, HAZARDOUS WASTE, UNIVERSAL WASTE AND TOXIC SUBSTANCES ARE PROPERLY MANAGED AND DISPOSED OF IN ACCORDANCE WITH APPLICABLE STATE, LOCAL AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL ENSURE THAT WASTE IS NOT DISCHARGED FROM THE SITE, AND DOES NOT IMPACT STORMWATER OR GROUNDWATER.

C. THE CONTRACTOR SHALL PROVIDE APPROPRIATE AND ADEQUATE WASHOUT FACILITIES TO ENSURE THAT CHEMICALS AND WASTE IS NOT DISCHARGED FROM THE SITE, AND DO NOT IMPACT STORMWATER OR GROUNDWATER. (E.G. CONCRETE/MASONRY WASHOUT, PAINT WASHOUT, EIPS, ETC.) THE CONTRACTOR SHALL CLEAN UP SPILLS PROMPTLY AND ENSURE THAT WASHOUT AREAS ARE PROPERLY MAINTAINED TO PROVIDE ADEQUATE VOLUME TO PREVENT OVERFLOW.

D. THE CONTRACTOR SHALL PROVIDE ADEQUATE SANITARY FACILITIES FOR SITE PERSONNEL, MAINTAIN THROUGHOUT CONSTRUCTION, AND PROVIDE FOR PROPER DISPOSAL. IN ACCORDANCE WITH APPLICABLE STATE, LOCAL AND FEDERAL REGULATIONS. SANITARY FACILITIES SHALL BE PROPERLY SECURED TO PREVENT TIPPING.

E. A SPILL CONTROL AND CONTAINMENT KIT (CONTAINING FOR EXAMPLE, ABSORBENT MATERIAL, SUCH AS KITTY LITTER OR SAWDUST, ACID, BASE, NEUTRALIZING AGENT, BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, PLASTIC AND METAL TRASH CONTAINERS, ETC.) SHALL BE PROVIDED AT THE CONSTRUCTION SITE AND IT'S LOCATION(S) SHALL BE IDENTIFIED WITH LEGIBLE SIGNAGE/AND SHOWN ON THE SITE MAPS.

A. THE SPILL CONTROL AND CONTAINMENT KIT SHALL BE OF SUFFICIENT QUANTITIES AND APPROPRIATE CONTENT TO CONTAIN A SPILL FROM THE LARGEST ANTICIPATED PIECE OF EQUIPMENT AND FROM THE LARGEST ANTICIPATED QUANTITIES OF PRODUCTS STORED ON THE SITE AT ANY GIVEN TIME.

F. WHEN A SPILL OF REPORTABLE QUANTITIES IS DISCOVERED ON THE SITE, THE CONTRACTOR SHALL CLEAN UP ALL SPILLED MATERIALS AND DISPOSED OF IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE AUTHORITIES IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS. THE OWNER AND PROJECT ENGINEER. THE CONTRACTOR SHALL RETAIN CLEANUP INFORMATION AS WELL AS DISPOSAL MANIFESTS WITH THEIR SWPPP.

MATERIALS MANAGEMENT AND EQUIPMENT STAGING AND MAINTENANCE

A. EXCAVATED MATERIAL SHALL NOT BE DEPOSITED IN LOCATIONS WHERE IT COULD BE WASHED AWAY BY HIGH WATER OR STORM WATER RUNOFF. STOCKPILED MATERIAL SHALL BE COVERED OR ENCIRCLED WITH SEDIMENT CONTAINMENT DEVICES.

B. HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORMWATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTORS SHALL PROVIDE BROAD DIKES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OR OIL, GREASE, LUBRICANTS, OR OTHER CONTAMINANTS. CONTRACTOR SHALL HAVE AVAILABLE, AND SHALL USE, ABSORBENT FILTER PADS TO CLEAN UP SPILLS IMMEDIATELY AFTER ANY OCCURRENCE.

C. THE CONTRACTOR SHALL ENSURE THAT ALL TOXIC / HAZARDOUS SUBSTANCES AND CHEMICALS ARE PROPERLY STORED, OUT OF THE WEATHER, AND USED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR SHALL ENSURE THAT THESE PRODUCTS ARE STORED AND USED IN SUCH A MANNER THAT WILL NOT NEGATIVELY IMPACT STORMWATER, GROUNDWATER OR PROTECTED SPECIES.

D. THE CONTRACTOR SHALL ENSURE THAT ALL MATERIALS, EQUIPMENT, DEBRIS, WASTE, TRAILERS, AND OTHER SUPPORT RELATED ITEMS ARE CONTAINED WITHIN THE PERMITTED LIMITS OF DISTURBANCE. THE CONTRACTOR SHALL ENSURE THAT THE STORAGE AND USE OF SUCH ITEMS DOES NOT NEGATIVELY IMPACT STORMWATER OR GROUNDWATER.

OFFSITE VEHICLE TRACKING

A. THE CONTRACTOR SHALL ENSURE THAT THE CONSTRUCTION EXIT IS USED BY ALL VEHICLES AND EQUIPMENT ENTERING OR LEAVING THE JOBSITE. THE CONTRACTOR SHALL MONITOR AND MAINTAIN THE CONSTRUCTION EXIT TO ENSURE THAT NO SOILS ARE TRACKED OFFSITE BY TIRES OR TRACKS, AND THAT NO SOILS ARE SPILLED BY TRUCKS OR EQUIPMENT LEAVING THE SITE. ALL TRACKED OR SPILLED SOILS SHALL BE SHOVELLED OR SWEEPED FROM THE ROADWAY AND RETURNED TO THE SITE. WATER SHALL NOT BE USED TO CLEAN THE SOILS FROM THE ROADWAY UNLESS THE WATER AND SOILS ARE RECOVERED BY THE USE OF A VACUUM TRUCK OR SIMILAR DEVICE.

FERTILIZERS, HERBICIDES AND PESTICIDES

A. THE CONTRACTOR SHALL ENSURE THAT ALL FERTILIZERS, HERBICIDES, PESTICIDES AND SIMILAR PRODUCTS ARE PROPERLY STORED, OUT OF THE WEATHER, AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR SHALL ENSURE THAT THESE PRODUCTS ARE USED IN SUCH A MANNER THAT WILL NOT NEGATIVELY IMPACT STORMWATER, GROUNDWATER OR PROTECTED SPECIES.

B. NUTRIENTS SHALL BE APPLIED ONLY AT RATES NECESSARY TO ESTABLISH AND MAINTAIN VEGETATION.

INSPECTIONS AND MAINTENANCE

A. THE CONTRACTOR SHALL INSPECT BMP'S (I.E. DISCHARGE LOCATIONS, CONSTRUCTION EXIT, PERIMETER CONTROLS, INLET PROTECTION, STABILIZATION, EROSION CONTROL, SEDIMENTATION, WASTE DISPOSAL AREAS, MATERIAL STORAGE AREAS, ETC.) TO ENSURE THAT BMP'S ARE NOT CAUSING OR CONTRIBUTING TO VIOLATIONS OF WATER QUALITY STANDARDS OR RESULTING IN OFFSITE SEDIMENTATION. ENSURE THAT BMP'S ARE INSTALLED, MAINTAINED AND OPERATING CORRECTLY AND EFFECTIVELY. ENSURE THAT BMP'S ASSOCIATED WITH STORAGE AND WASTE DISPOSAL AREAS ARE BEING USED AND MAINTAINED PROPERLY. ENSURE THAT THE CONSTRUCTION EXIT IS FUNCTION PROPERLY TO PREVENT OFFSITE TRACKING OF SEDIMENT. ENSURE THAT EROSION PREVENTION MEASURES ARE MAINTAINED TO PREVENT VISIBLE EROSION AND UNDESIRABLE SLOPES. ENSURE THAT THE CONTRACTOR DISCHARGE POINTS, AND DETERMINE IF CONSTRUCTION ACTIVITIES HAVE ALTERED THE EFFECTIVENESS OF BMP'S. INSPECTIONS MUST BE COMPLETED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS, AND WITHIN 24 HOURS AFTER A RAINSTORM OF 0.50 INCHES OR GREATER EVEN IF IT RAINS ON THE WEEKEND OR A HOLIDAY.

B. THE CONTRACTOR SHALL REPORT ALL INSPECTION FINDINGS AND CORRECTIVE ACTIONS TAKEN AS A RESULT OF THE INSPECTION USING THE STORMWATER POLLUTION PREVENTION PLAN INSPECTION REPORT FORM PROVIDED BY FDEP OR AN EQUIVALENT FORM. INSPECTION REPORTS SHALL BE SIGNED BY THE INSPECTOR AND A RESPONSIBLE AUTHORITY AS DEFINED BY THE PERMIT. INSPECTION REPORTS SHALL BE MAINTAINED WITH THE SWPPP. THE INSPECTOR MUST BE A QUALIFIED EROSION AND SEDIMENT CONTROL INSPECTOR AS DEFINED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

C. ANY MAINTENANCE, REPAIR AND NECESSARY REVISIONS TO BMP ITEMS SHALL BE ADDRESSED IN A TIMELY MANNER, BUT IN NO CASE LATER THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION OR IDENTIFICATION OF THE ISSUE. UNLESS OTHERWISE SPECIFIED, ACCUMULATED SEDIMENTS SHOULD BE REMOVED BEFORE THEY REACH ONE-HALF OF THE CAPACITY OF THE CONTROL DEVICE.

ALLOWABLE NON-STORMWATER DISCHARGES

THE GENERIC PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES PROHIBIT MOST NON-STORMWATER DISCHARGES DURING THE CONSTRUCTION PHASE. CERTAIN DISCHARGES ARE ALLOWED BY THE PERMIT, PROVIDED APPROPRIATE BMP'S ARE UTILIZED AND THE DISCHARGE DOES NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF WATER QUALITY STANDARDS. ALLOWABLE NON-STORMWATER DISCHARGES THAT OCCUR DURING CONSTRUCTION ON THIS PROJECT PER PART 3.2 OF THE GENERIC PERMIT ARE:

- DISCHARGES FROM FIRE FIGHTING ACTIVITIES.
- FIRE HYDRANT FLUSHINGS.
- WATERS WITHOUT DETERGENTS USED TO SPRAY OFF LOOSE SOLIDS FROM VEHICLES.
- WATERS USED TO CONTROL DUST.
- POTABLE WATER SOURCES SUCH AS WATERLINE FLUSHINGS.
- LANDSCAPE IRRIGATION AND DRAINAGE.
- ROUTINE EXTERNAL BUILDING WASHDOWN PROVIDED NO DETERGENTS ARE USED.
- PAVEMENT WASHWATERS THAT DO NOT CONTAIN DETERGENTS, LEAKS, SPILLS OF TOXIC OR HAZARDOUS MATERIALS.
- AIR CONDITIONING CONDENSATE.
- SPRING WATER.
- FOUNDATION OR FOOTING DRAIN FLOWS THAT ARE NOT CONTAMINATED WITH PROCESS MATERIAL, SUCH AS SOLVENTS.
- NONCONTAMINATED GROUND WATER ASSOCIATED WITH Dewatering ACTIVITIES AS DESCRIBED IN PART 3.4 OF THE GENERIC PERMIT.

DISCHARGES FROM FIRE FIGHTING ACTIVITIES.

WATERS WITHOUT DETERGENTS USED TO SPRAY OFF LOOSE SOLIDS FROM VEHICLES.

WATERS USED TO CONTROL DUST.

POTABLE WATER SOURCES SUCH AS WATERLINE FLUSHINGS.

LANDSCAPE IRRIGATION AND DRAINAGE.

ROUTINE EXTERNAL BUILDING WASHDOWN PROVIDED NO DETERGENTS ARE USED.

PAVEMENT WASHWATERS THAT DO NOT CONTAIN DETERGENTS, LEAKS, SPILLS OF TOXIC OR HAZARDOUS MATERIALS.

AIR CONDITIONING CONDENSATE.

SPRING WATER.

FOUNDATION OR FOOTING DRAIN FLOWS THAT ARE NOT CONTAMINATED WITH PROCESS MATERIAL, SUCH AS SOLVENTS.

NONCONTAMINATED GROUND WATER ASSOCIATED WITH Dewatering ACTIVITIES AS DESCRIBED IN PART 3.4 OF THE GENERIC PERMIT.

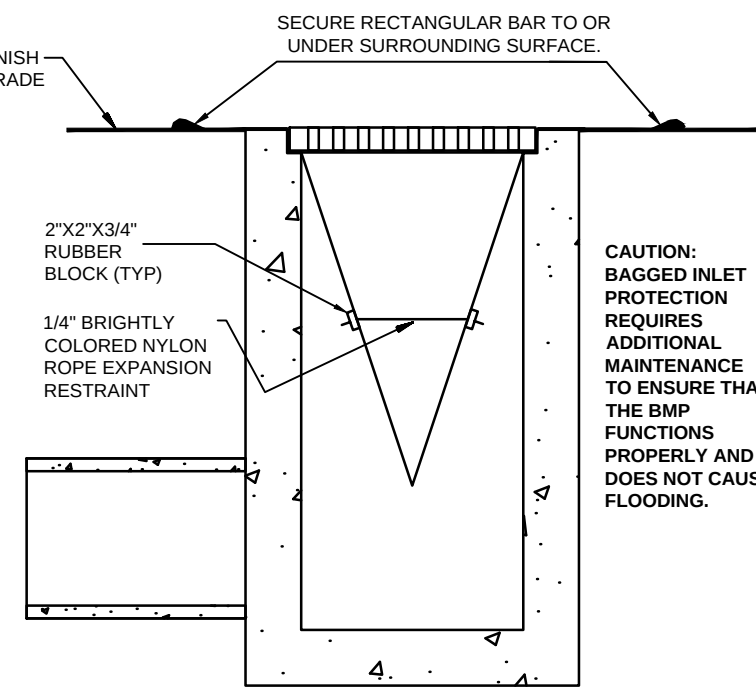
LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4832	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4832	20%
PUNCTURE	ASTM D-4832	120 LBS
MULLER BURST	ASTM D-3796	20 PSI
TEAR/ZIP/TEAR	ASTM D-4832	120 LBS
UV RESISTANCE	ASTM D-4832	90%
APPEARANT OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4832	20% GAL/MIN/100 FT
PERMITIVITY	ASTM D-4841	0.95 SEC -3

MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4832	360 LBS
GRAB TENSILE ELONGATION	ASTM D-4832	20%
PUNCTURE	ASTM D-4832	130 LBS
MULLER BURST	ASTM D-3796	40 PSI
TEAR/ZIP/TEAR	ASTM D-4832	46 LBS
UV RESISTANCE	ASTM D-4832	90%
APPEARANT OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4832	20% GAL/MIN/100 FT
PERMITIVITY	ASTM D-4841	1.5 SEC -3

SECTION VIEW
PROFILE VIEW
OF INSTALLED FILTER SACK

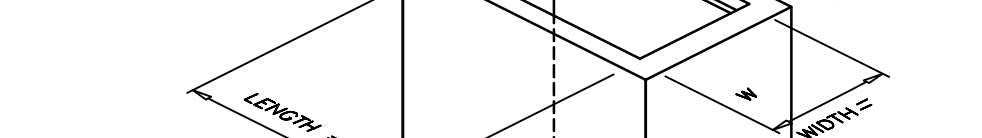
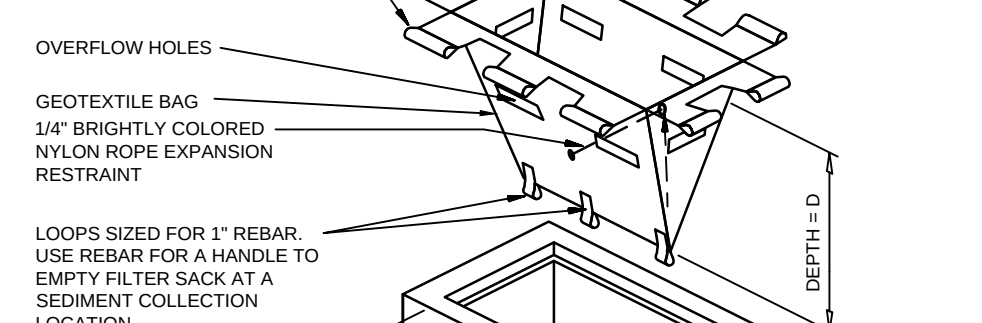
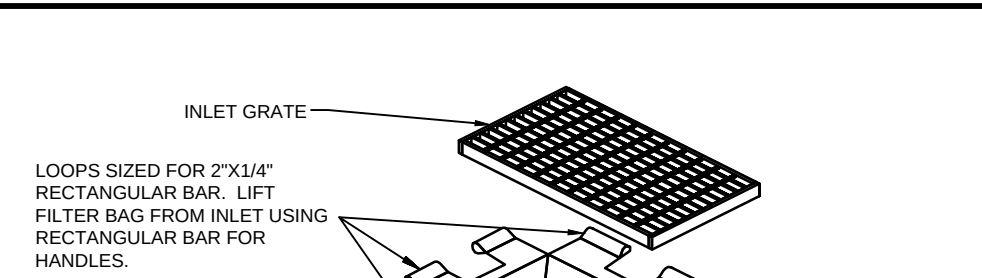
GEOTEXTILE BAG INLET
PROTECTION DETAIL

N.T.S.



CURB INLET PROTECTION DETAIL

N.T.S.



ISOMETRIC VIEW

N.T.S.

CONTRACTOR / SUBCONTRACTOR CERTIFICATION TABLE

THIS SWPPP MUST CLEARLY IDENTIFY, FOR EACH MEASURE IDENTIFIED WITHIN THE SWPPP, THE CONTRACTOR(S) OR SUBCONTRACTOR(S) WHO WILL IMPLEMENT EACH MEASURE. ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) IDENTIFIED IN THE SWPPP MUST SIGN THE FOLLOWING CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN."

Name / Signature	Title	Company Name, Address and Phone Number	Date

NOTE: CONTRACTOR TO ADD SHEETS TO CERTIFICATION TABLE AS NECESSARY.

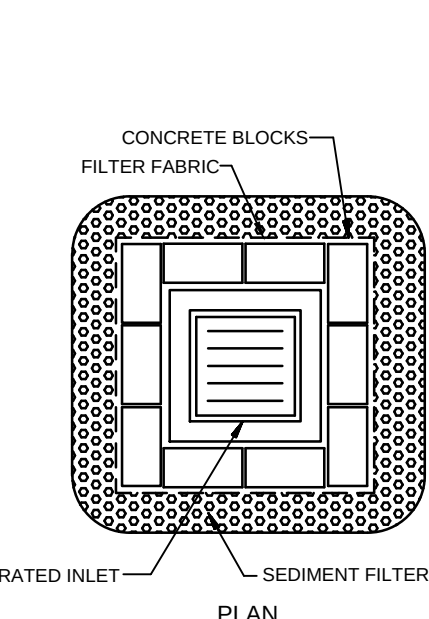
SWPPP IMPLEMENTATION LOG

A RECORD OF DATES WHEN BMP'S ARE INSTALLED OR REMOVED, STABILIZATION MEASURES ARE INITIATED, MAJOR GRADING ACTIVITIES OCCUR, AND CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON PORTIONS OF THE SITE. THIS FORM MUST BE UPDATED CONTINUOUSLY THROUGHOUT THE PROJECT UNTIL THE NOTICE OF TERMINATION (NOT) IS FILED.

DESCRIPTION OF ACTIVITY	LOCATION	CONTRACTOR	BEGIN DATE	END DATE

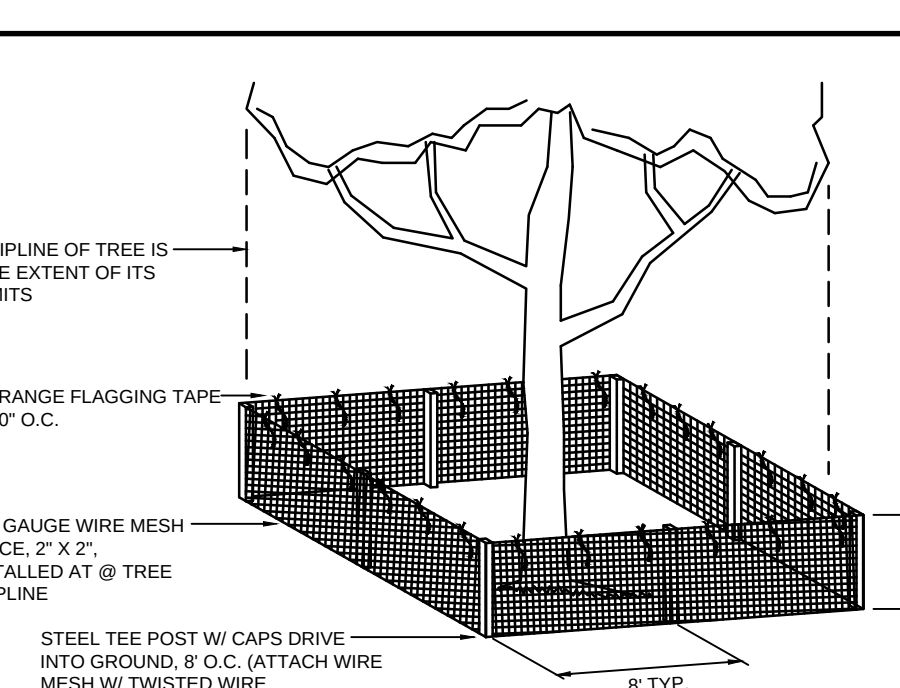
NOTE: CONTRACTOR TO ADD SHEETS TO THE SWPPP IMPLEMENTATION LOG AS NECESSARY.

NOTE:
AVOID USING IN TRAFFIC AREAS AS
THIS CAN CAUSE A HAZARD.



BLOCK AND AGGREGATE INLET SEDIMENT FILTER

N.T.S.

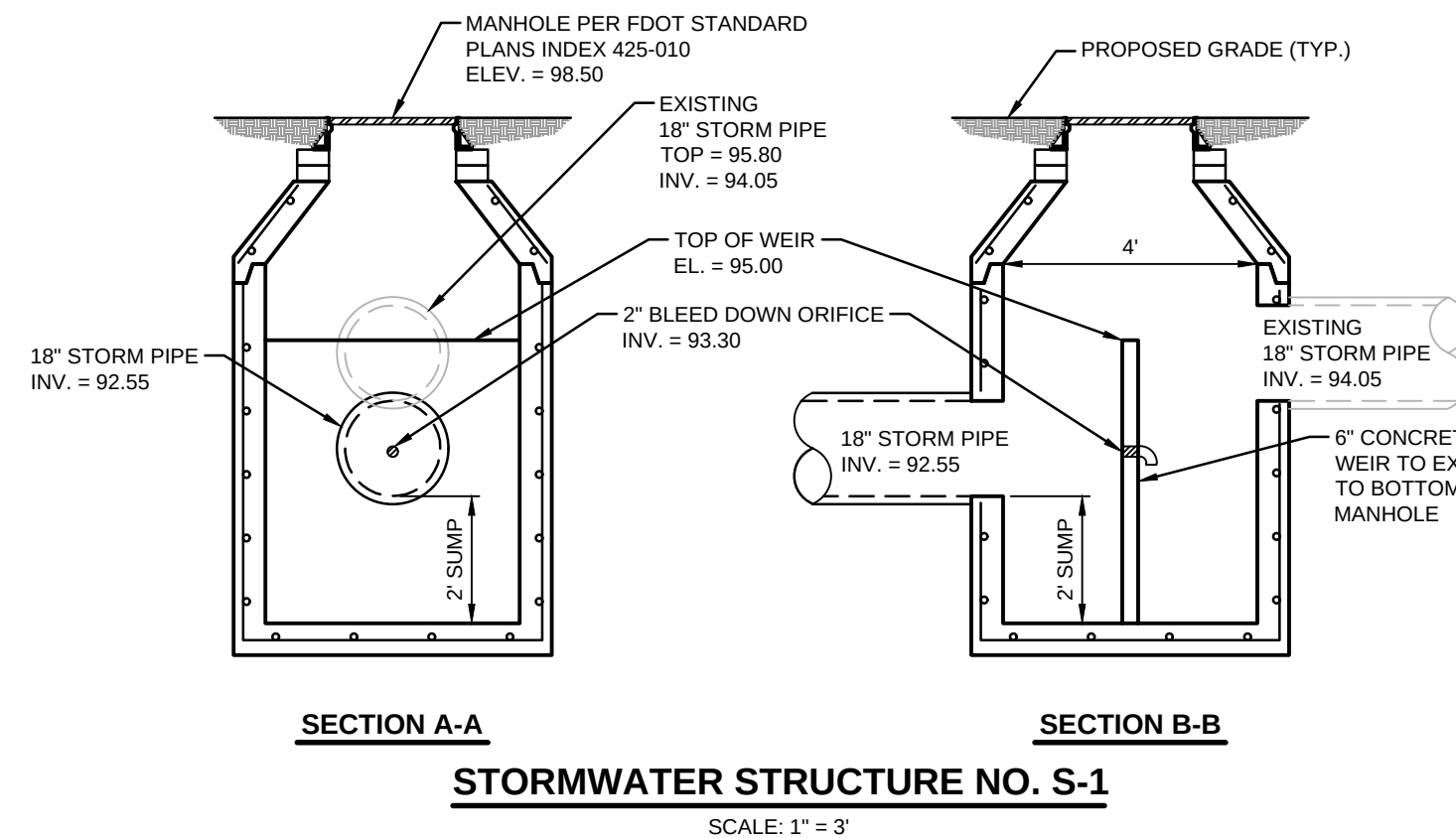
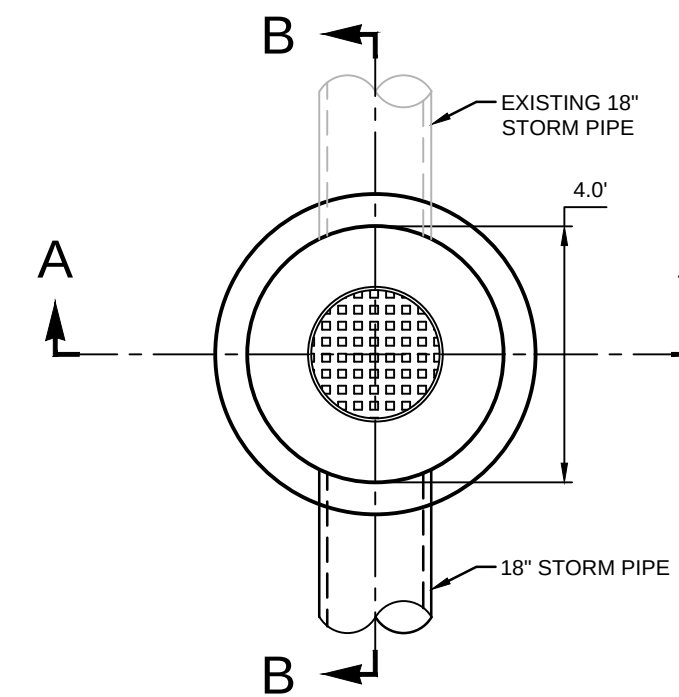
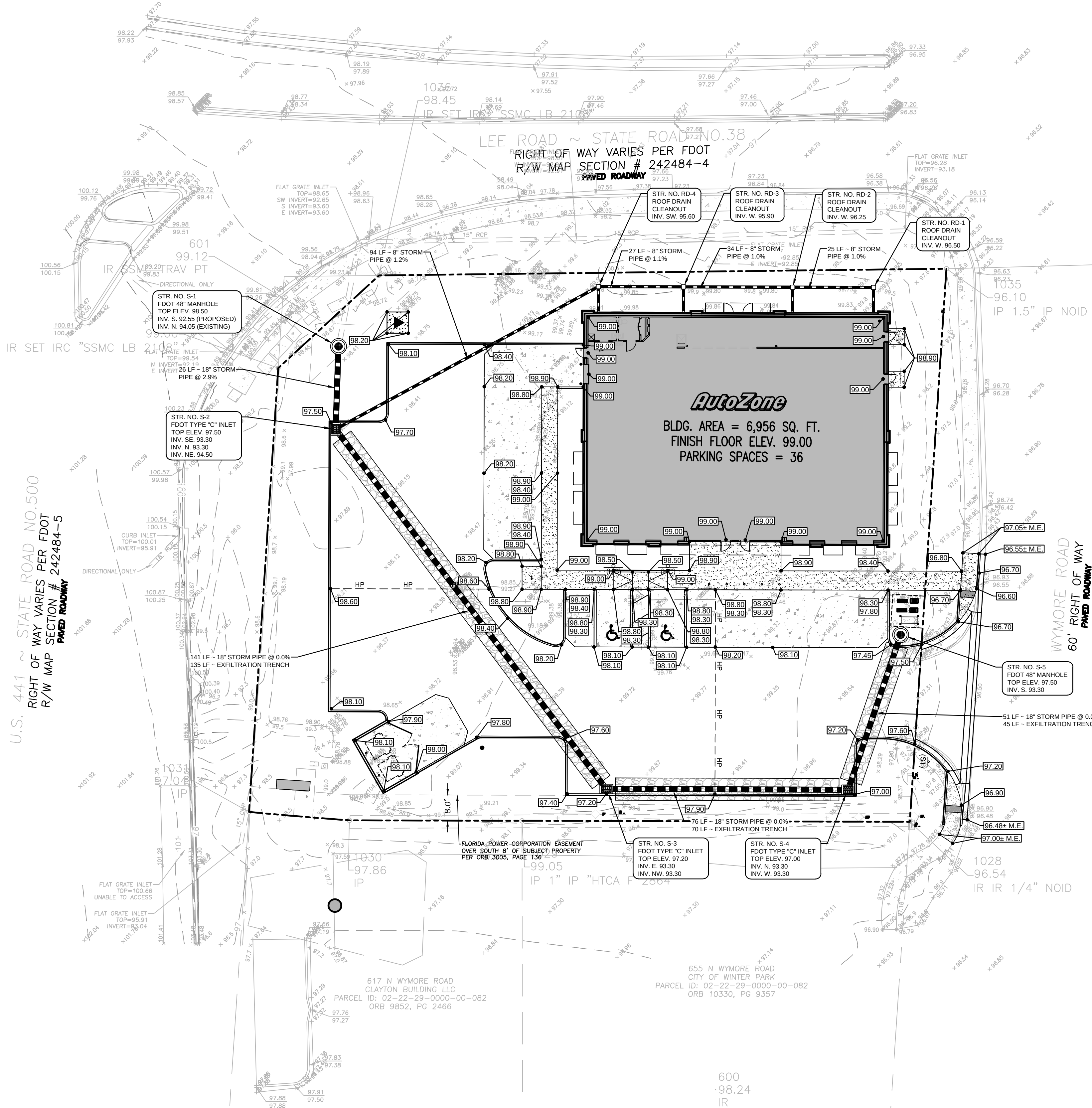


TREE PROTECTION DETAIL

N.T.S.

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U.S. 441 ~ STATE ROAD NO.500
RIGHT OF WAY VARIES PER FDOT
R/W MAP SECTION # 242484-5
PAVED ROADWAY



NOTES:

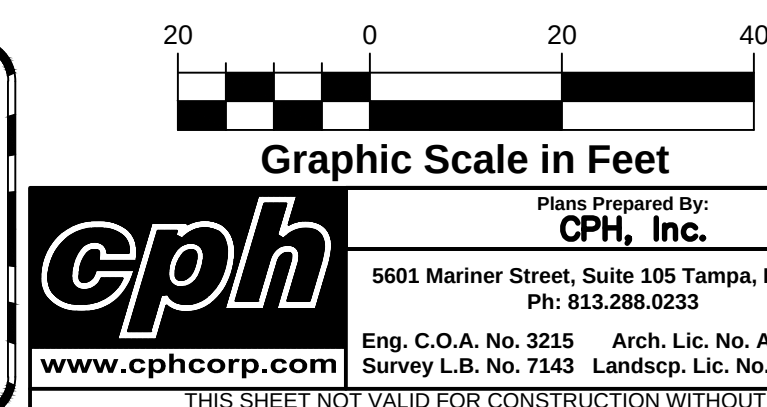
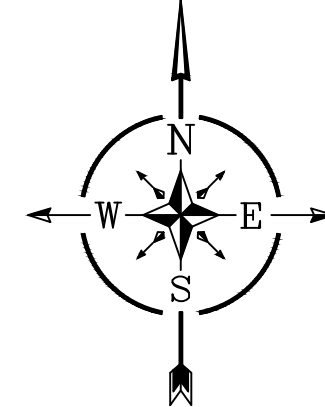
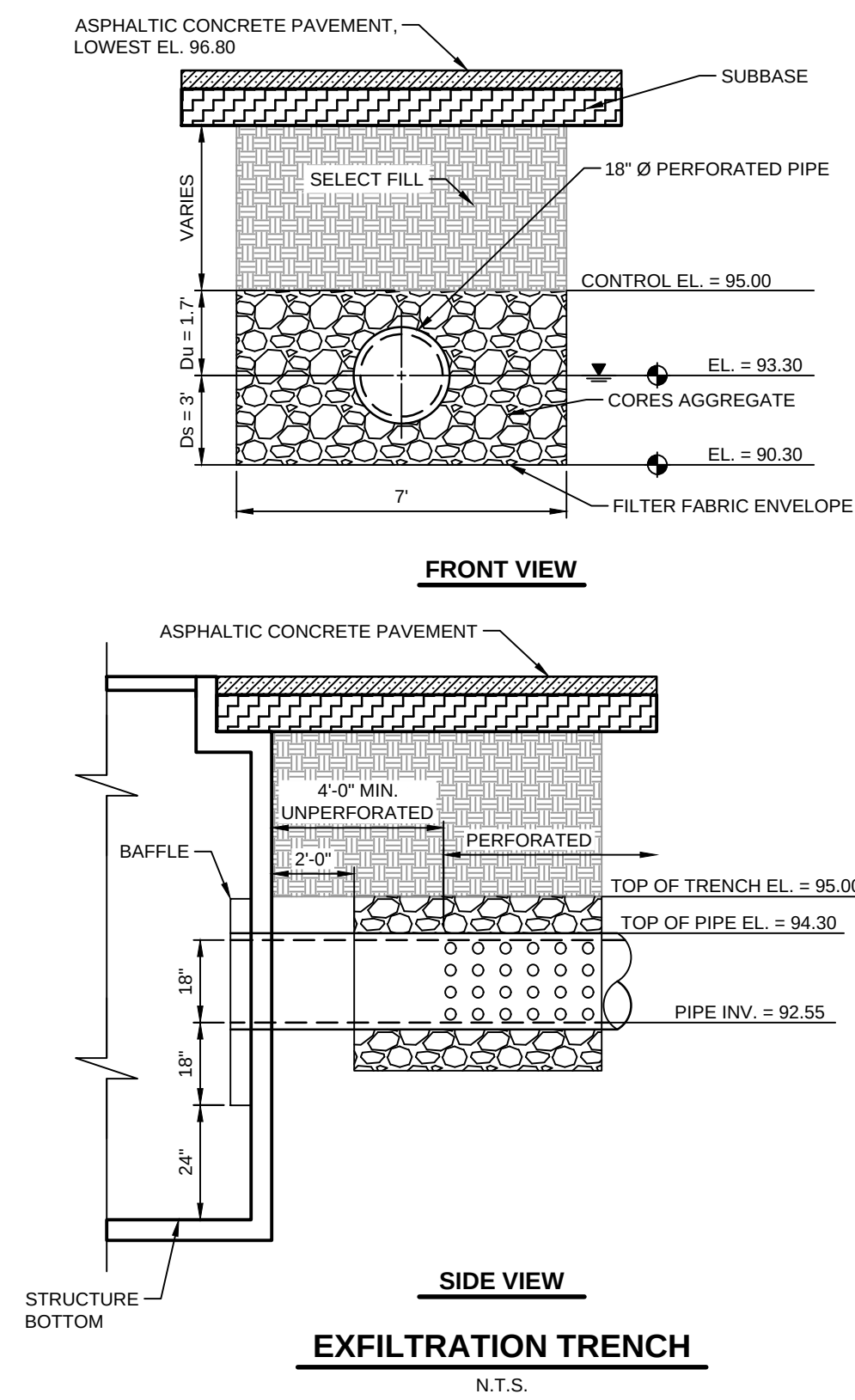
- GRADING SHOWN ON THESE PLANS IS PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL BE EXPECTED TO GRADE THE ENTIRE SITE TO ENSURE POSITIVE DRAINAGE IN ALL AREAS THROUGHOUT THE SITE. THE FOLLOWING MINIMUM SLOPES SHALL BE PROVIDED BY THE CONTRACTOR:
A. ASPHALT PAVEMENT: MIN. 1% SLOPE
B. CONCRETE PAVEMENT: MIN. 1% SLOPE
C. GUTTERS: MIN 0.5%
- STRUCTURE BOTTOMS SHALL BE TYPE 'P' BOTTOMS PER FDOT REQUIREMENTS, UNLESS PIPE SIZES AND LOCATION REQUIRE A TYPE 'J' BOTTOM. CONTRACTOR SHALL REVIEW DESIGN AND PROVIDE APPROPRIATELY SIZED BOTTOMS PER FDOT REQUIREMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ADA AREAS ARE CONSTRUCTED IN STRICT ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. IF THE CONTRACTOR DETERMINES THAT ANY INFORMATION SHOWN ON THIS PLAN MAY NOT BE IN COMPLIANCE THEY SHALL NOTIFY THE ENGINEER PRIOR TO THE WORK BEING COMPLETED.
- ITEMS SHOWN SCREENED REPRESENT EXISTING CONDITIONS. ITEMS SHOWN BOLD REPRESENT PROPOSED CONDITIONS.

LEGEND:

- PROPERTY LINE
- HP HIGH POINT
- STORM PIPE
- CONCRETE SIDEWALK
- CONCRETE, REF. ARCH. PLANS
- STANDARD DUTY ASPHALT PAVEMENT, REF. GEOTECHNICAL REPORT FOR PAVEMENT SPECIFICATIONS
- TOP OF CURB ELEV. PAVEMENT ELEV.
- PAVEMENT ELEV.
- MEET EXISTING GRADE
- DIRECTION OF FLOW
- HANDICAP RAMP 1:12 SLOPE (MAX)
- STORM INLET PER FDOT STANDARD PLANS

PIPE MATERIALS:

STORMWATER PIPE
RCP PIPE SHALL COMPLY WITH ASTM C76
HDPE PIPE SHALL COMPLY WITH ASTM D3350 AND D2321
PVC PIPE SHALL COMPLY WITH ASTM D3034, SDR 35
PP PIPE SHALL COMPLY WITH ASTM F2881 AND AASHTO M330



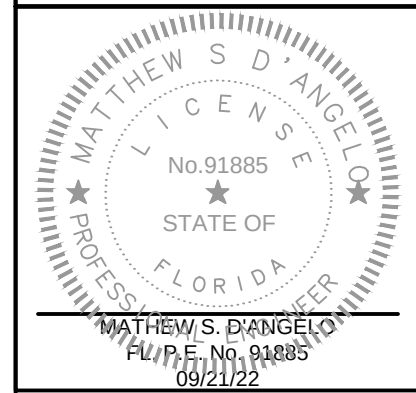
Matthew S. D'Angelo, State of Florida, Professional Engineer, License No. 91885. This item has been digitally signed and sealed by Matthew S. D'Angelo on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

REVISIONS

NO.	DESCRIPTION
1	
2	
3	
4	
5	
6	

AutoZone Store No. FL10354
2684 LEE ROAD,
WINTER PARK, FLORIDA 32789

Owner / Developer: AUTOZONE STORES LLC
123 South Front Street, 3rd Floor
Memphis, Tennessee 38103
TEL: 901-495-8709 FAX: (901) 495-8969
For Bidding & Contractor Information Contact:
Dodge Data & Analytics. Tel. 413-930-4215
Cindy.searcy@construction.com



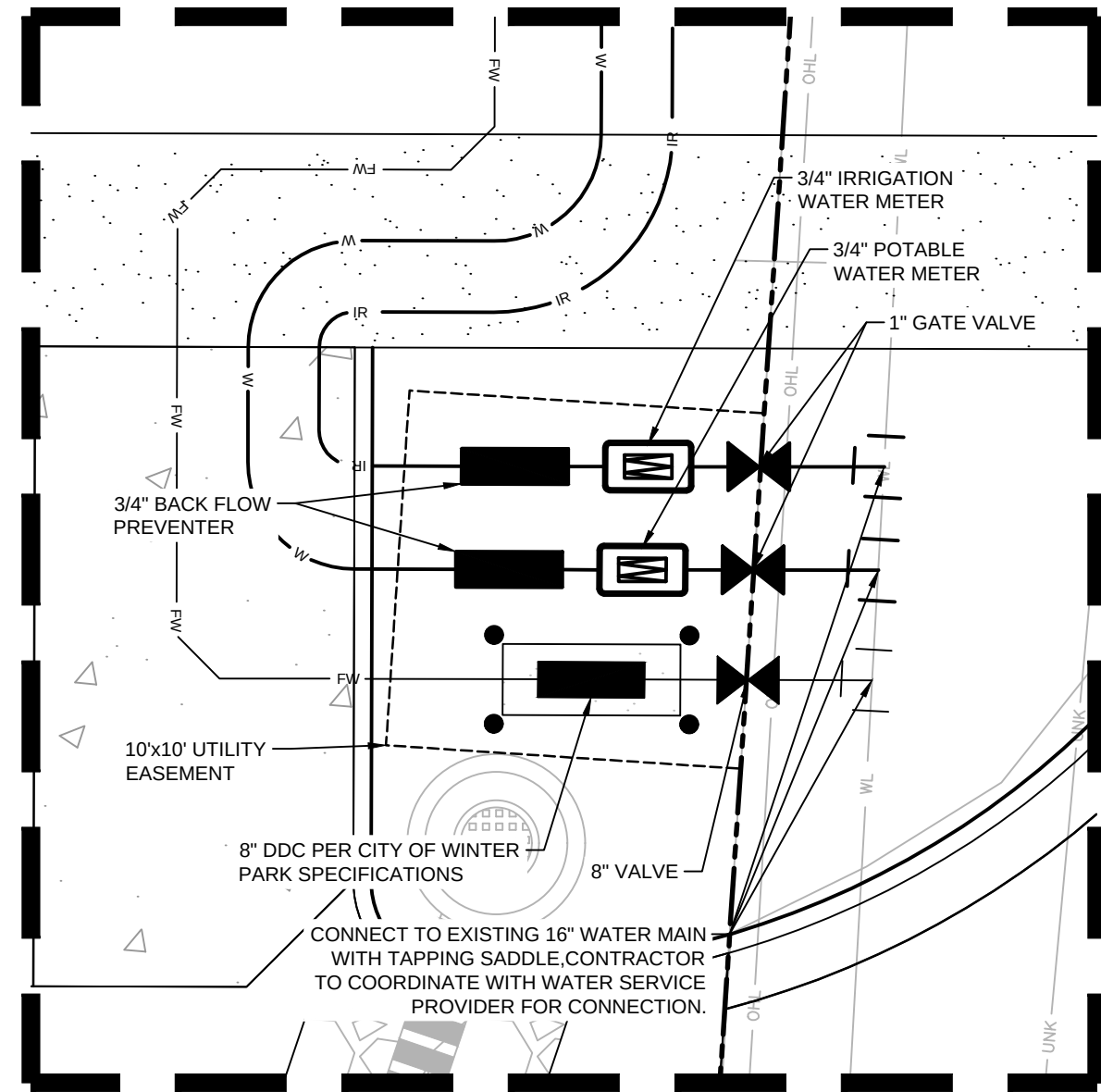
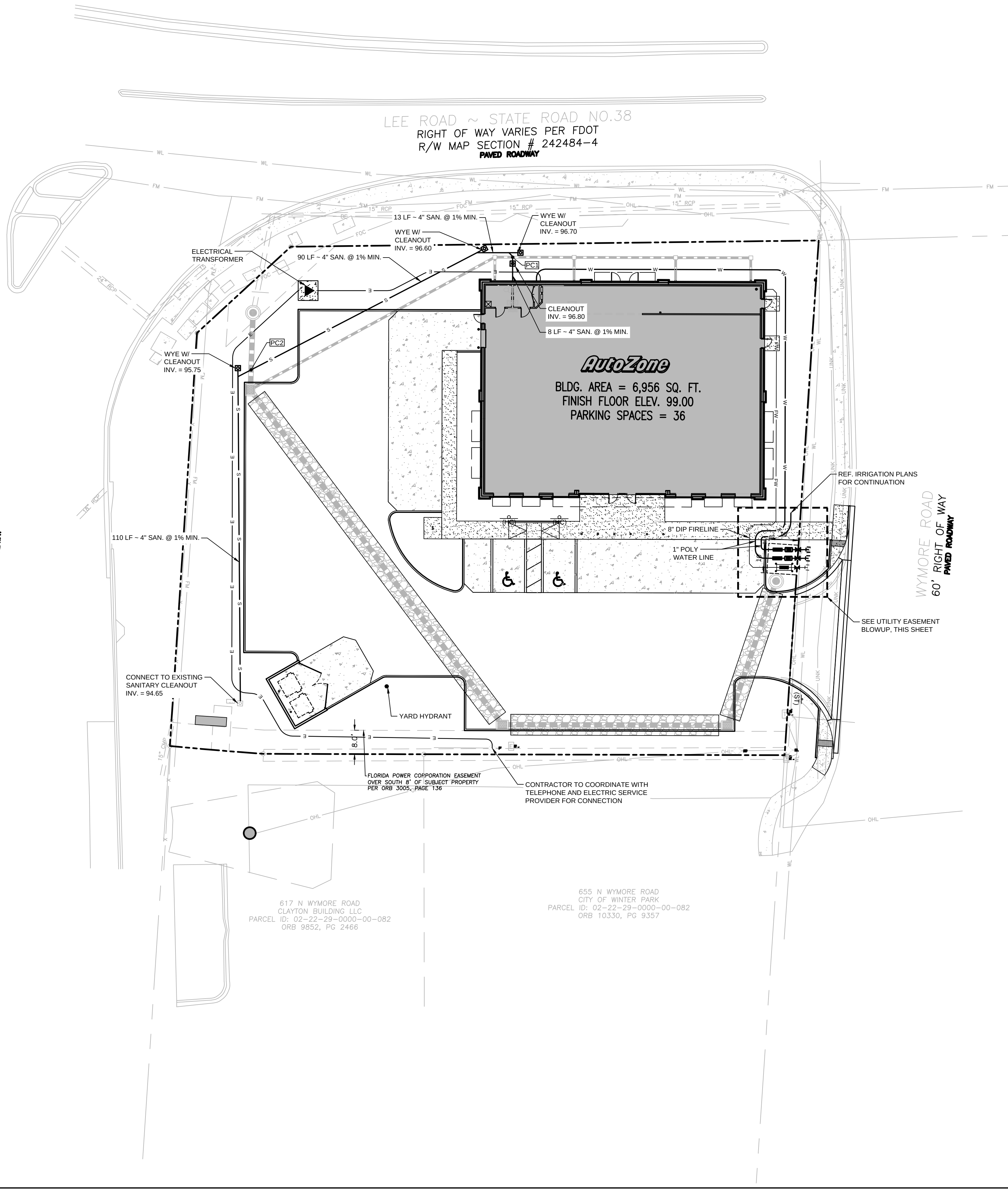
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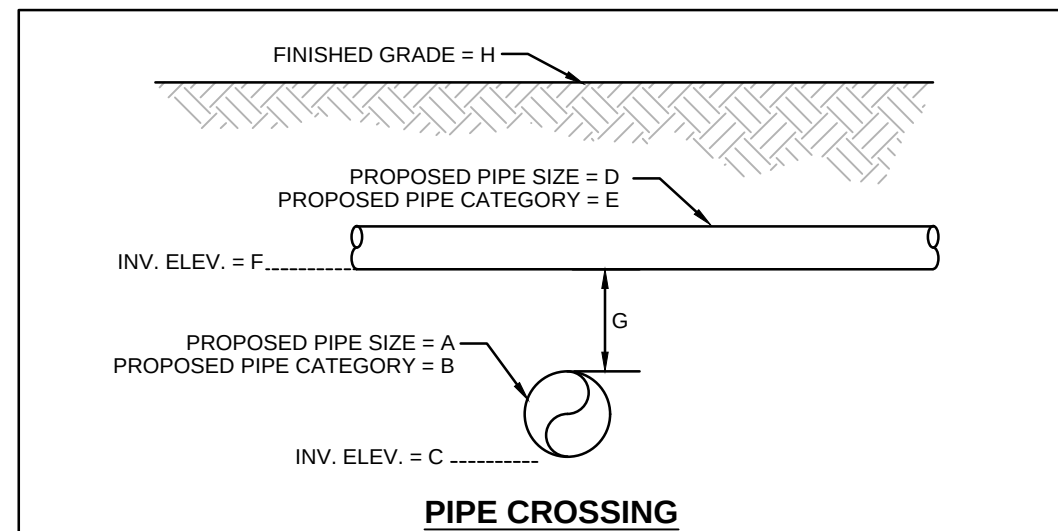
C1.4

GRADING AND STORM DRAINAGE PLAN

U.S. 441 ~ STATE ROAD NO.500
RIGHT OF WAY VARIES PER FDOT
R/W MAP SECTION # 242484-5
PAVED ROADWAY



UTILITY EASEMENT BLOWUP
SCALE 1" = 5'



PIPE CROSSING TABLE

I.D.	A	B	C	D	E	F	G	H
PC-1	8"	STORM	95.60'	4"	SANITARY	96.70'	3"	98.90'
PC-2	18"	STORM	93.30'	4"	SANITARY	95.80'	4"	98.00'

LEGEND:

---	PROPERTY LINE
S	SANITARY SEWER
W	WATER MAIN
E	ELECTRIC LINE
⌵	WATER LINE ELEMENTS
⌵	BACK FLOW PREVENTER
⌵	WATER METER
⌵	TRANSFORMER PAD
⌵	C.O.
⌵	ELECTRICAL EQUIPMENT
⌵	YARD HYDRANT, REF. BLDG. PLUMBING PLANS

UTILITY LINE MATERIALS:

POTABLE WATER LINE:
ALL UNDERGROUND PIPING LESS THAN 3" DIAMETER SHALL BE:
BLUE PC200, SDR9, POLYETHYLENE TUBING CONFORMING TO SPECIFICATIONS IN
AWWA C301, AWWA 800, PE350B AND NSF-61

GRAVITY SEWER LINE:
PVC PIPE 4"-12" DIAMETER SHALL BE:
ASTM D-3034, SDR 26

FIRE WATER LINE
DIP SHALL BE:
ANSI/AWWA C151/A21.51, PRESSURE CLASS 350

GENERAL UTILITY NOTES:

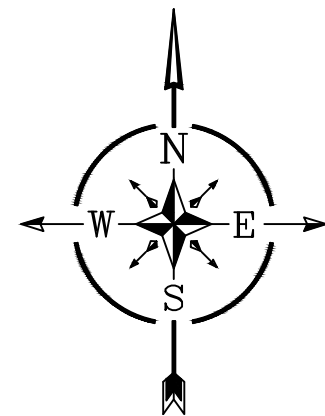
- ALL UTILITIES SHOWN ARE APPROXIMATE LOCATIONS ONLY AND HAVE BEEN COMPILED FROM THE LATEST AVAILABLE MAPPING. THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
- GENERAL CONTRACTOR TO COORDINATE WITH THE LOCAL UTILITY COMPANIES FOR ALL LOCATIONS AND CONNECTIONS. A PRECONSTRUCTION MEETING WITH THE VARIOUS UTILITY COMPANIES, IS REQUIRED PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY.
- THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY THE ELEVATION AND LOCATION OF ALL UTILITIES BY VARIOUS MEANS PRIOR TO BEGINNING ANY EXCAVATION. TEST PITS SHALL BE DUG AT ALL LOCATIONS WHERE SEWERS CROSS EXISTING UTILITIES, AND THE HORIZONTAL AND VERTICAL LOCATIONS OF THE UTILITIES SHALL BE DETERMINED. THE CONTRACTOR SHALL CONTACT AUTOZONE IN THE EVENT OF ANY UNFORESEEN CONFLICTS BETWEEN EXISTING AND PROPOSED UTILITIES SO THAT AN APPROPRIATE MODIFICATION MAY BE MADE.
- THE CONTRACTOR SHALL INSURE THAT ALL UTILITY COMPANIES AND CITY STANDARDS FOR MATERIALS AND CONSTRUCTION METHODS ARE MET. THE CONTRACTOR SHALL PERFORM PROPER COORDINATION WITH THE RESPECTIVE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE WORK TO BE PERFORMED BY THE VARIOUS UTILITY COMPANIES AND SHALL PAY ALL FEES FOR CONNECTIONS, DISCONNECTION, RELOCATIONS, INSPECTIONS, AND DEMOLITION. (AUTOZONE TO REIMBURSE GENERAL CONTRACTOR FOR ALL SANITARY SEWER AND WATER TAP FEES).
- ALL VALVE BOXES AND CURB BOXES SHALL BE ADJUSTED TO THE FINAL GRADES. ALL CURB BOXES SHALL BE LOCATED IN GRASSED AREAS UNLESS INDICATED OTHERWISE ON THE PLANS.
- SANITARY LATERAL SHALL MAINTAIN (10' MIN. HORIZONTAL 1.5' VERTICAL MIN.) SEPARATION DISTANCE FROM WATER LINES UNLESS OTHERWISE SHOWN. OR ADDITIONAL PROTECTION MEASURES WILL BE REQUIRED. WHERE WATER LINE CROSSES ABOVE SANITARY LATERAL BY LESS THAN 2' VERTICAL, A CONCRETE ENCASUREMENT SHALL BE INSTALLED. CONTRACTOR SHALL CENTER ONE JOINT OF PIPE AT CROSSING.
- THIS PLAN DETAILS PIPES UP TO 5' FROM THE BUILDING FACE. REFER TO THE BUILDING DRAWINGS FOR BUILDING CONNECTIONS. SUPPLY AND INSTALL PIPE ADAPTERS AS NECESSARY.
- ALL EXISTING PAVEMENT WHERE UTILITY PIPING IS TO BE INSTALLED SHALL BE SAW CUT AND REPLACED IN ACCORDANCE WITH THE PAVEMENT REPAIR REQUIREMENTS OF THE GOVERNING AUTHORITY.
- WATER PIPE SHALL BE PEX (HDPE) TUBING.
- ALL SANITARY SEWER MAIN LINES SHALL BE SCHEDULE 40 PVC PIPE (EXCEPT AS NOTED ON PLANS). ALL PVC PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PROCEDURE.
- PROVIDE CONCRETE ARCH PER CITY OF WINTER HAVEN DETAIL, SHEET C5.2, FOR SEWER PIPE FOR AREAS WITH LESS THAN 36" OF COVER.

UTILITY SERVICE NOTES:

WATER SERVICE
GENERAL CONTRACTOR TO PROVIDE AND INSTALL A 1" PEX (HDPE) WATER LINE FROM EXISTING MAIN TO BUILDING.

ELECTRIC SERVICE
POWER CO. TO PROVIDE UNDERGROUND 120/208/3 PHASE SERVICE. GENERAL CONTRACTOR TO PROVIDE AND INSTALL TWO 4" DIA. CONDUIT W/ SECONDARY WIRE TO UTILITY COMPANY POINT OF CONNECTION.

SANITARY SEWER
GENERAL CONTRACTOR TO PROVIDE AND INSTALL A 4" SCHEDULE 40 PVC FROM EXISTING SEWER TO LAST CLEAN OUT OUTSIDE OF BUILDING. GENERAL CONTRACTOR TO PROVIDE A 6" CAST IRON UNDER BUILDING SLAB. (MIN. 1% SLOPE). PROVIDE CLEAN OUTS EVERY 60' (TYPICAL).



Graphic Scale in Feet

0 20 40

cph

Plans Prepared By:
CPH, Inc.
5601 Mariner Street, Suite 105 Tampa, FL 33609
Ph: 813.288.0233

Eng. C.O.A. No. 3215 Arch. Lic. No. AA2600926
Survey L.B. No. 7143 Landscp. Lic. No. LC0000298

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Matthew S. D'Angelo, State of Florida, Professional Engineer, License No. 91885. This item has been digitally signed and sealed by Matthew S. D'Angelo on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

1	4	5	6
2			
3			

AutoZone Store No. FL10354
2684 LEE ROAD,
WINTER PARK, FLORIDA 32789

Owner / Developer: AUTOZONE STORES LLC
123 South Front Street, 3rd Floor
Memphis, Tennessee 38103
TEL: 901-495-8709 FAX: (901) 495-8969

For Bidding & Contractor Information Contact:
Dodge Data & Analytics. Tel. 413-930-4215
Cindy.searcy@construction.com

3/5/2025

6W2R

C1.5

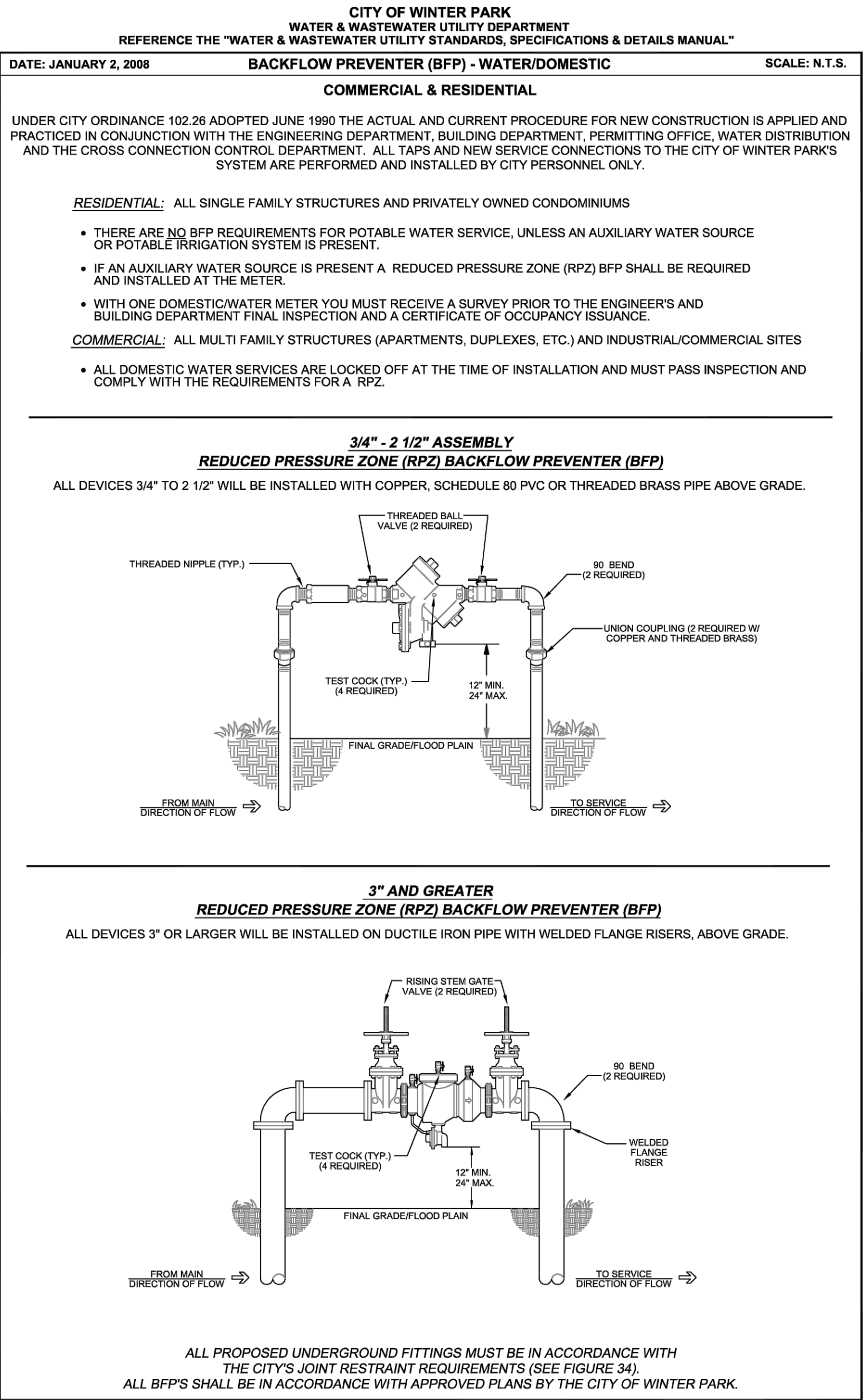


FIGURE 15

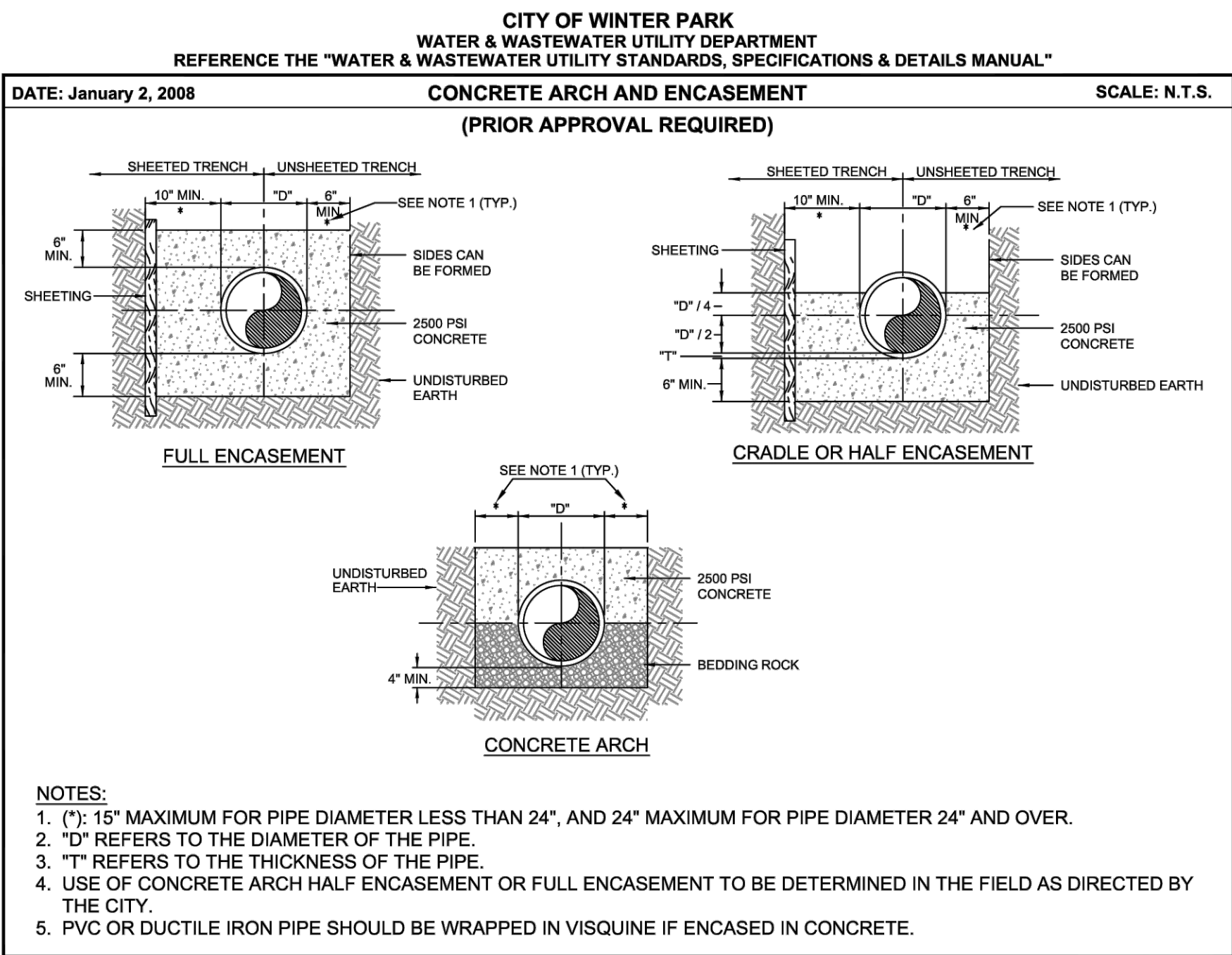


FIGURE 14

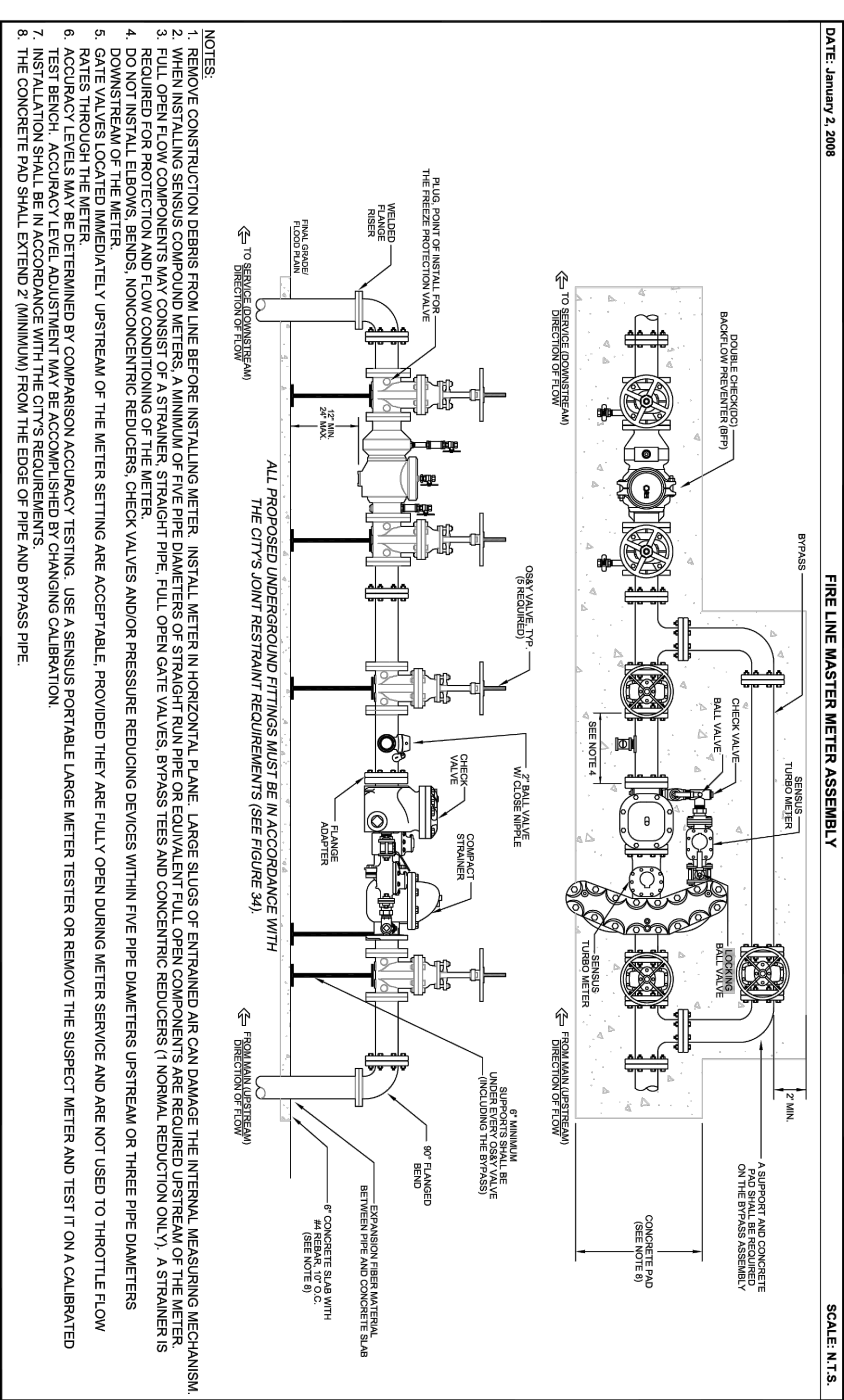


FIGURE 39

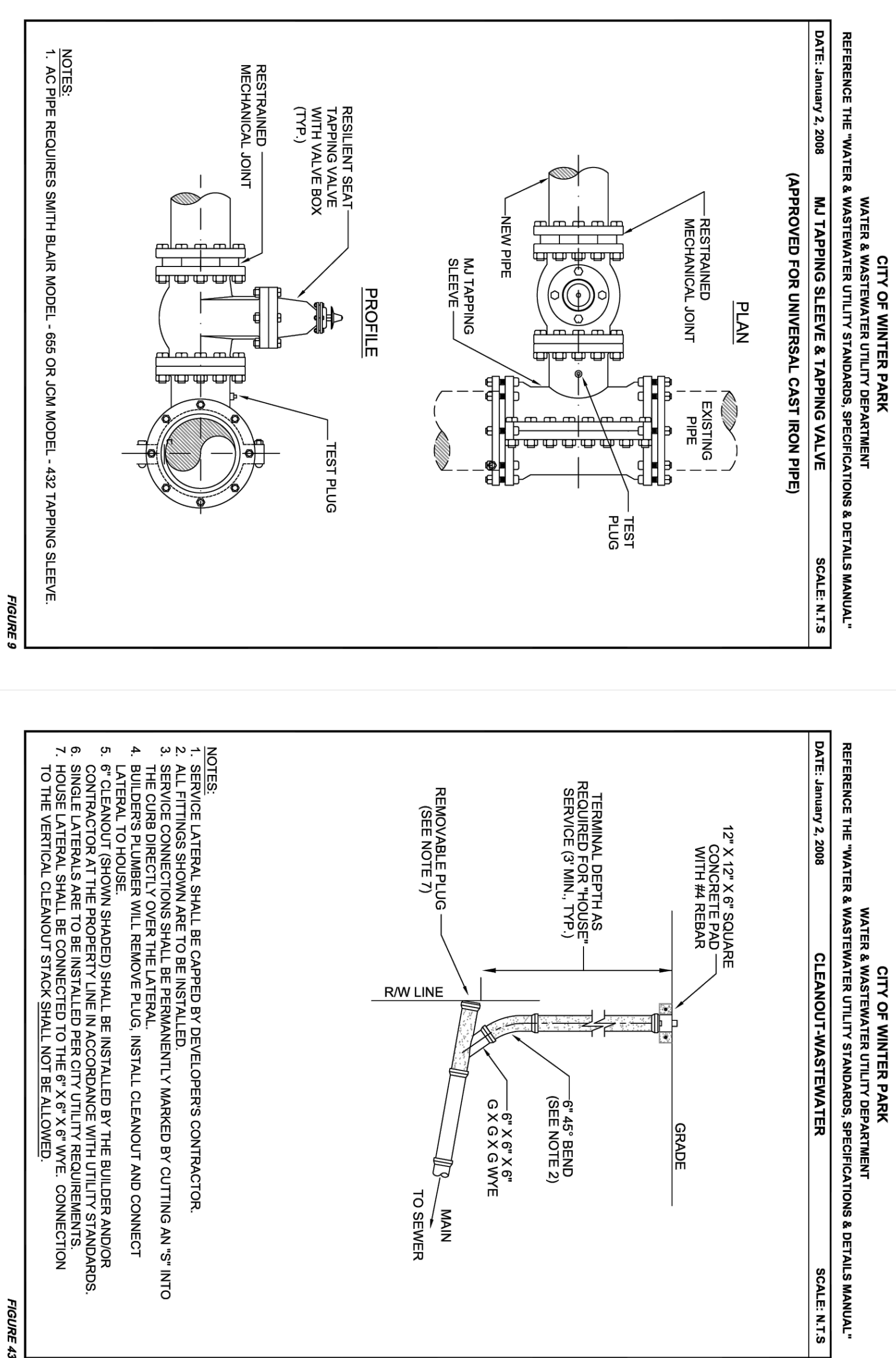


FIGURE 43

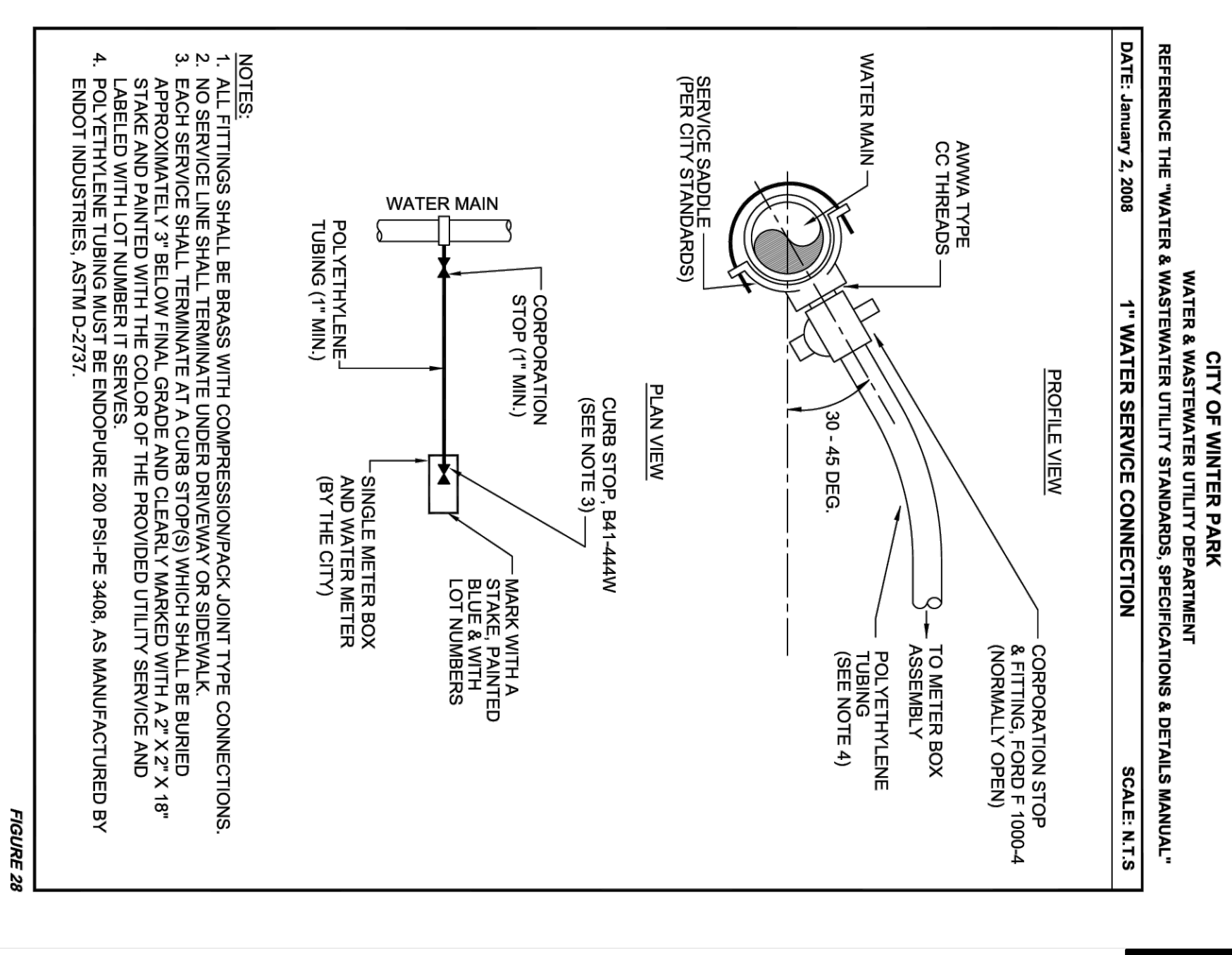


FIGURE 28

Plans Prepared By:
CPH, Inc.
5601 Mariner Street, Suite 105 Tampa, FL 33609
Ph: 813.288.0233
Eng. C.O.A. No. 3215 Arch. Lic. No. AA2600926
Survey L.B. No. 7143 Landscp. Lic. No. LC0000298
www.cphcorp.com

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

REVISIONS	
1	4
2	5
3	6

AutoZone Store No. FL10354
2684 LEE ROAD,
WINTER PARK, FLORIDA 32789

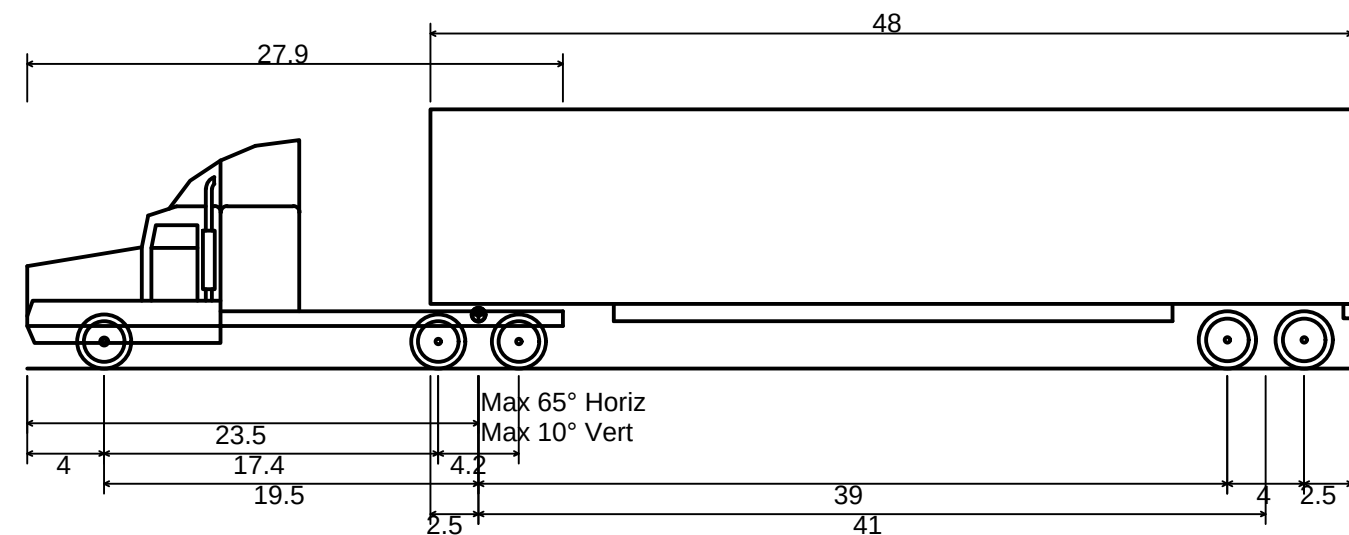
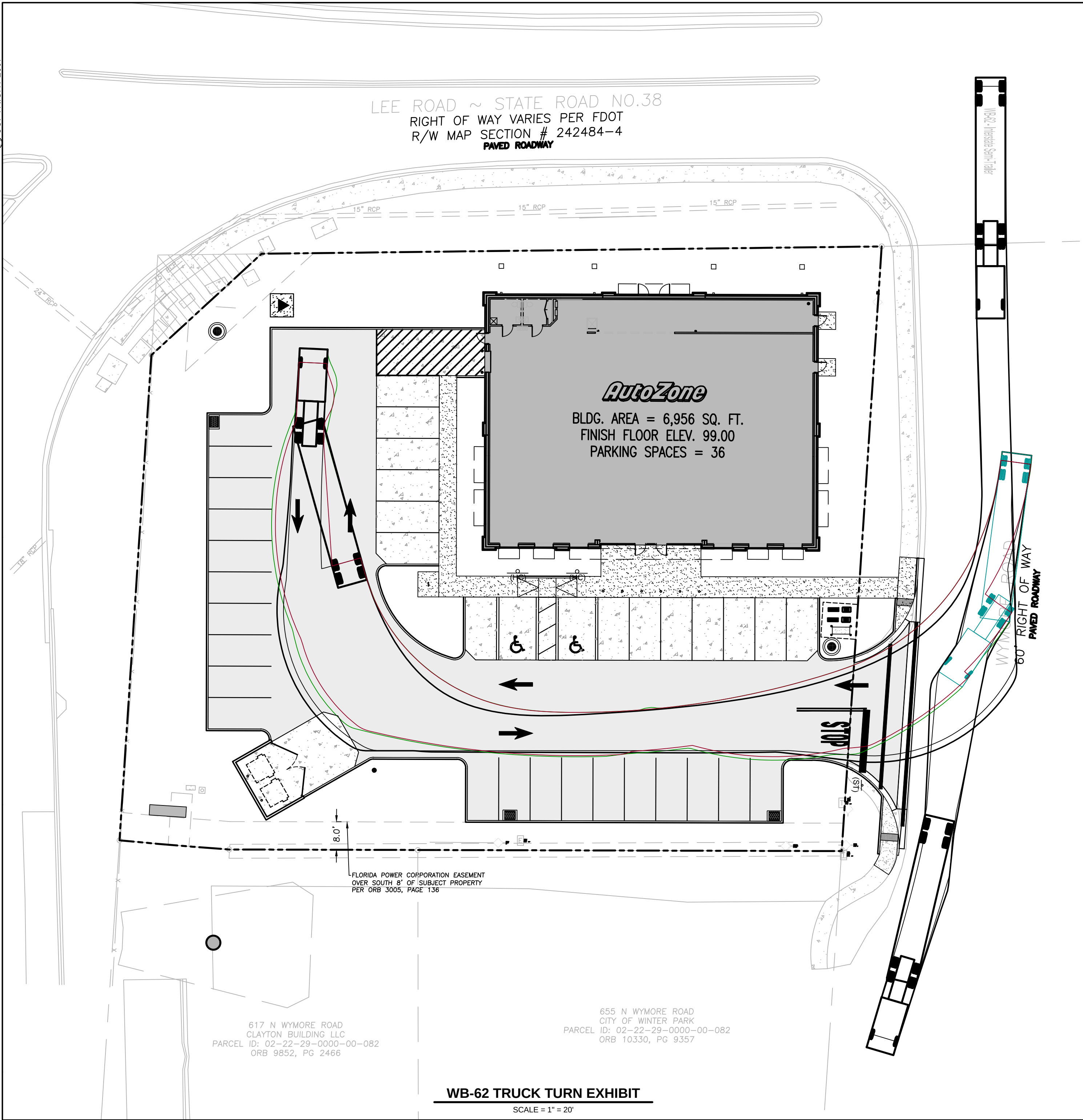
Owner / Developer: AUTOZONE STORES LLC
123 South Front Street, 3rd Floor
Memphis, Tennessee 38103
TEL: 901-495-8709 FAX: (901) 495-8969
For Bidding & Contractor Information Contact:
Dodge Data & Analytics. Tel. 413-930-4215
Cindy.searcy@construction.com

MATHEW S. D'ANGELO
FL P.E. No. 91985
09/21/22

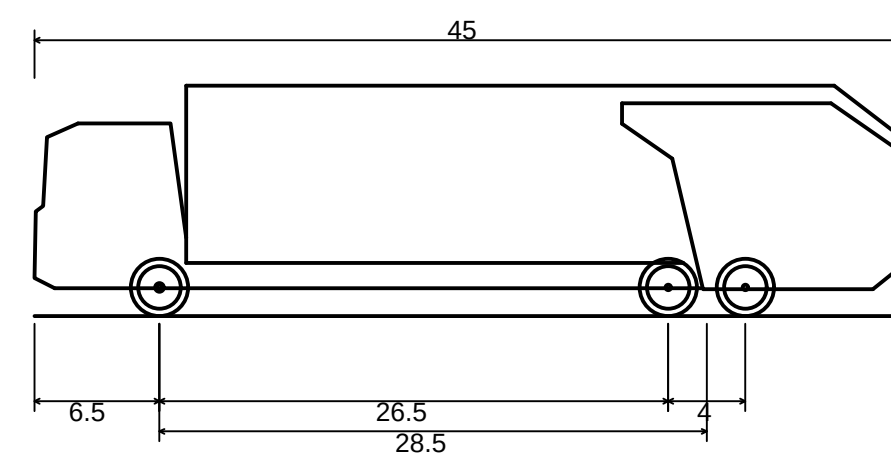
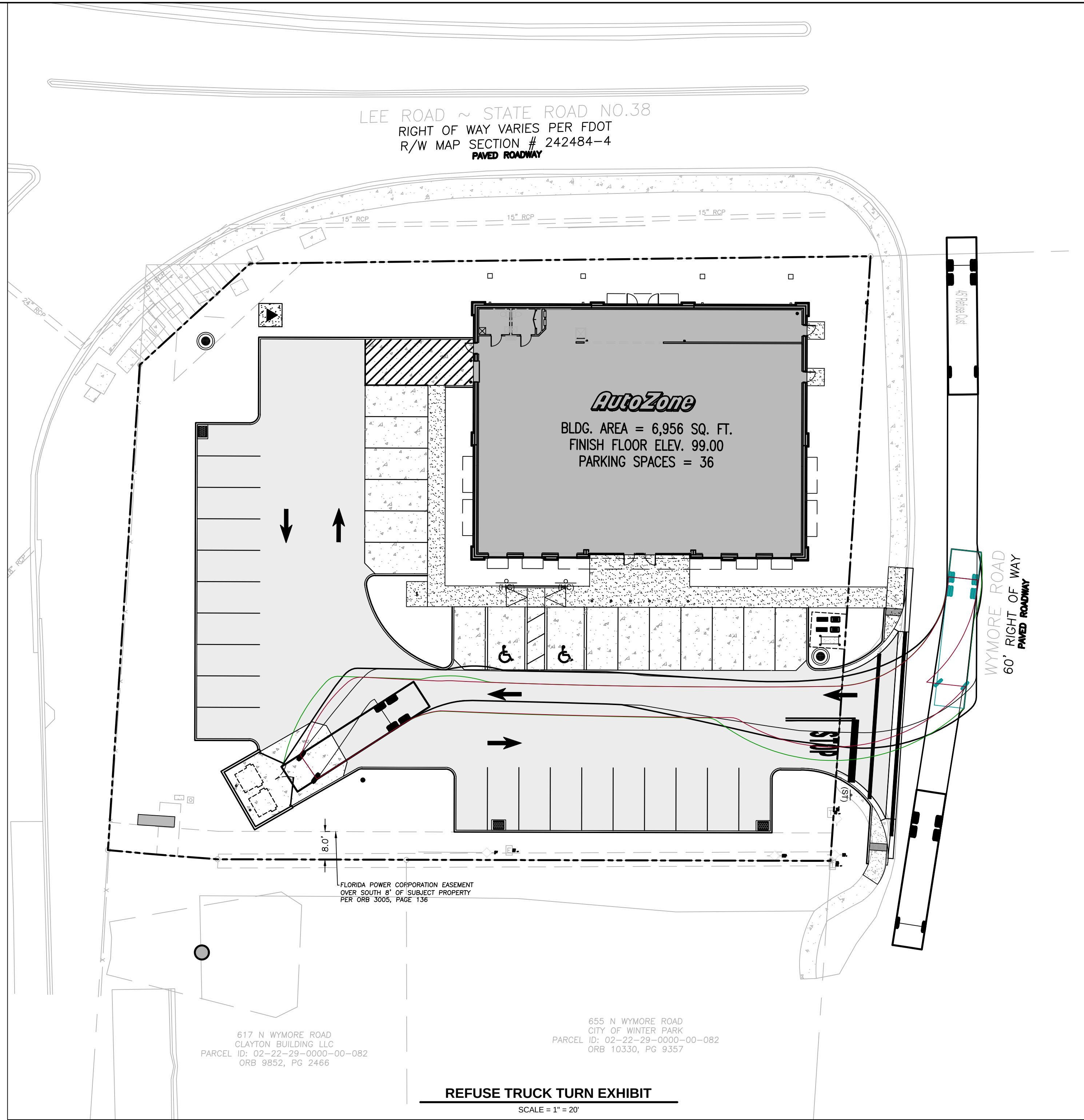
3/5/2025

6W2R

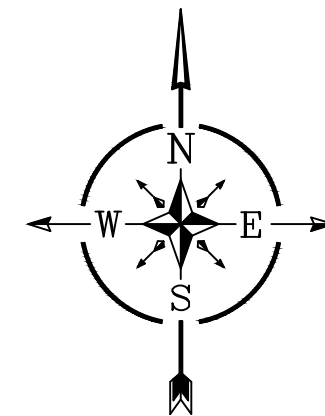
C5.2



WB-62 - Interstate Semi-Trailer	
Overall Length	69.000ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	44.800ft



45' Refuse Cust	
Overall Length	45.000ft
Overall Width	8.500ft
Overall Body Height	12.007ft
Min Body Ground Clearance	1.398ft
Track Width	8.500ft
Lock-to-lock time	5.00s
Max Steering Angle (Virtual)	45.20°



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Survey L.B. No. 7143 Landscp. Lic. No. LC0000298

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COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Matthew S. D'Angelo, State of Florida, Professional Engineer, License No. 91885. This item has been digitally signed and sealed by Matthew S. D'Angelo on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

REVISIONS					
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2					
3					

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Dodge Data & Analytics. Tel. 413-930-4215
Cindy.searcy@construction.com

3/5/2025
6W2R

TTE-1

**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

May 28, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Request of Toren Veigle to:

- Ordinance - Annexing the property at 687 Harold Avenue along with approximately 0.2 acres of right-of-way of Harold Avenue adjacent to the property to be annexed (1st Reading)
- Ordinance - Establishing Commercial Future Land Use (1st reading)
- Ordinance - Establishing Commercial (C-3) Zoning on the annexed property (1st Reading)

motion | recommendation

Planning & Zoning Board recommendation is for approval.

background

The property owner, Toren Veigle, has submitted a request for voluntary annexation of the property located at 687 Harold Avenue, including approximately 0.2 acres of adjacent Harold Avenue right-of-way, from unincorporated Orange County into the City of Winter Park. As part of the annexation process, the City must assign both a Future Land Use designation and zoning classification to the property.

Currently, the property carries a Commercial Future Land Use designation and is zoned Commercial (C-3) under Orange County's jurisdiction. Upon annexation, the City intends to apply its own Commercial Future Land Use designation and C-3 zoning to maintain consistency.

This site is located within the Annexation Reserve Area #3 as outlined in the City's Comprehensive Plan, and it falls within the Joint Planning Area shared by the City and Orange County. This strategic area supports intergovernmental coordination and the annexation of unincorporated enclaves such as this property, which is surrounded by Winter Park.

Regarding redevelopment, the rear portion of the property previously housed a structure that

was destroyed by fire. The owner intends to rebuild the rear structure while preserving the existing front structure.

alternatives | other considerations

fiscal impact

attachments

1. Annexation Ord. for 687 Harold Ave
2. Ord. Comp. Plan_FLU 687 Harold Ave
3. Ord. Zoning _687 Harold Ave
4. Annexation Area
5. Aerial Map - 687 Harold Ave

ORDINANCE 3334-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.31 ACRES OF REAL PROPERTY LOCATED AT 687 HAROLD AVENUE ALONG WITH APPROXIMATELY 0.2 ACRES OF RIGHT-OF-WAY OF HAROLD AVENUE, AS MORE SPECIFICALLY DESCRIBED HEREIN, INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY OF WINTER PARK JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property owner of 687 Harold Avenue has requested the City enact a voluntary annexation, also identified by Orange County Tax Parcel ID: 12-22-29-5000-03-110; and

WHEREAS, the City of Winter Park has determined that 687 Harold Avenue along with 0.2 acres of right-of-way of Harold Avenue are reasonably compact and contiguous to the municipal limits of the City of Winter Park, that said annexation will not result in the creation of an enclave and meets the prerequisites and standards set forth in Section 171.044, Fla. Stat., for voluntary annexation into the City of Winter Park; and

WHEREAS, the City of Winter Park has provided adequate notice required by general law for this annexation and has conducted the required public hearing prior to the adoption of this Ordinance; and

WHEREAS, the City Commission of the City of Winter Park finds that said annexation is in accordance with the requirements of Florida law and is in the best interest of the City and its residents.

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

SECTION 1: *Recitals.* The above "Whereas" clauses are true and correct and constitute legislative findings of the City of Winter Park City Commission and are incorporated herein by this reference.

SECTION 2: *Property Annexed.* That, after conducting two public hearings and having found that the Owners' petition for voluntary annexation of 687 Harold Avenue (Orange County Tax Parcel ID: 12-22-29-5000-03-110) along with 0.2 acres of right-of-way of Harold Avenue meet the prerequisites and standards for annexation under general law and is further legally defined below and as shown on the map attached hereto as Exhibit "A" is hereby annexed into the municipal boundaries of the City of Winter Park.

Legal description: LOTS 11 AND 12, BLOCK "C", LAWNSDALE ANNEX, AS RECORDED IN PLAT BOOK "J", PAGE 50, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

ALL THAT PORTION OF THE RIGHT OF WAY OF HAROLD AVENUE LYING EAST OF LOTS 9, 10, 11 AND 12, BLOCK "C", LAWNSDALE ANNEX, AS RECORDED IN PLAT BOOK "J", PAGE 50, OF THE

PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SECTION 3: *Effect of Annexation.* That the City of Winter Park, shall have all of the power, authority, and jurisdiction over and within the area as described in Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have over its present corporate limits and laws, ordinances, and resolutions of said City shall apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

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

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

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

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

ADOPTED this _____ day of _____, 2025, by the City Commission of the City of Winter Park, Florida.

APPROVED:

Sheila DeCiccio, Mayor

ATTEST:

Rene Cranis, City Clerk

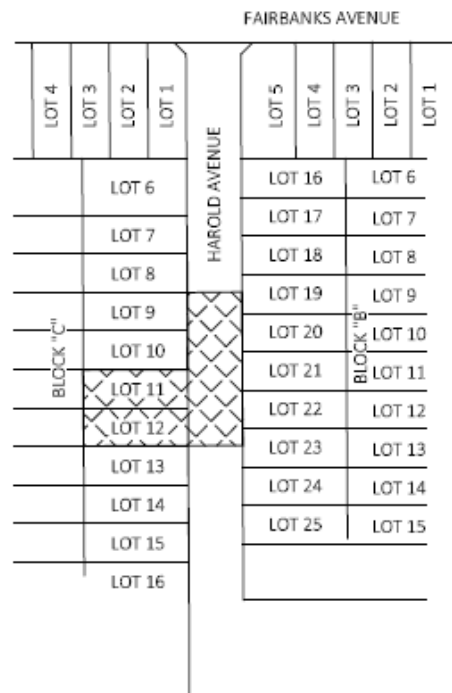
Exhibit "A"

LEGAL DESCRIPTION
PROPERTY TO BE ANNEXED:

LOTS 11 AND 12, BLOCK "C", LAWDALE ANNEX, AS RECORDED IN PLAT BOOK "J", PAGE 50, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

ALL THAT PORTION OF THE RIGHT OF WAY OF HAROLD AVENUE LYING EAST OF LOTS 9, 10, 11 AND 12, BLOCK "C", LAWDALE ANNEX, AS RECORDED IN PLAT BOOK "J", PAGE 50, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



SKETCH OF DESCRIPTION ONLY; NOT A BOUNDARY SURVEY



CITY OF WINTER PARK
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
SURVEY SECTION
500 N. Virginia Avenue
Winter Park, Florida 32789
Phone: (407) 599-3233

SKETCH OF DESCRIPTION
HAROLD AVENUE
RIGHT OF WAY TO BE VACATED
CITY OF WINTER PARK, ORANGE COUNTY, FL
SCALE : 1" = 100' DATE : 04/14/25
04-14-25 HAROLD AVENUE
PREPARED BY THOMAS L. CONNER, CITY SURVEYOR
FLORIDA LICENSED SURVEYOR AND MAPPER LS4340
ON BEHALF OF THE CITY OF WINTER PARK, FLORIDA

ORDINANCE XXXX-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH COMMERCIAL FUTURE LAND USE ON THE ANNEXED PROPERTY AT LOCATED AT 687 HAROLD AVENUE AND TO INDICATE THE ANNEXATION ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City of Winter Park has officially annexed the property more particularly described below in compliance with Chapter 171, Florida Statutes, and

WHEREAS, the City Commission intends to amend its Comprehensive Plan to establish a municipal Comprehensive Plan Future Land Use map designation as a small-scale amendment to the Comprehensive Plan, and

WHEREAS, on May 6, 2025, the Planning and Zoning Board held a public hearing on the proposed Future Land Use map amendment set forth herein and made a recommendation to the City Commission concerning the same, and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a Future Land Use designation meets the criteria established by Chapter 163, Florida Statutes and pursuant to and in compliance with law.

NOW THEREFORE BE IT ENACTED, AS FOLLOWS:

SECTION 1. That, Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" Future Land Use plan map is hereby amended so as to establish a Commercial Future Land Use designation on the annexed property at 687 Harold Avenue, and that all other maps in the Comprehensive Plan reflect the annexation of this property into the City of Winter Park, said property being more particularly described as Orange County Tax Parcel ID: 12-22-29-5000-03-110 and LAWNDAL ANNEX J/50 LOT 11 (LESS N 4 INCHES) & ALL LOT 12 BLK C.

SECTION 2. This Ordinance shall become effective 31 days after its adoption unless timely challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. If timely challenged, this Ordinance will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining compliance pursuant to Chapter 163, Florida Statutes.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ____ day of _____, 2025.

Mayor Sheila DeCiccio

Attest:

Rene Cranis, City Clerk

ORDINANCE XXXX-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH COMMERCIAL (C-3) ZONING ON THE ANNEXED PROPERTY AT 687 HAROLD AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission intends to establish a municipal zoning designation on this property in compliance with the establishment of a similar Comprehensive Plan Future Land Use designation for said property, and

WHEREAS, on May 6, 2025, the Planning and Zoning Board held a public hearing on the proposed zoning map amendment set forth herein and made a recommendation of approval to the City Commission; and

WHEREAS, the establishment of municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to establish Commercial (C-3) district zoning on the annexed property at 687 Harold Avenue, more particularly described at Orange County Parcel ID: 12-22-29-5000-03-110 and LAWNDAL E ANNEX J/50 LOT 11 (LESS N 4 INCHES) & ALL LOT 12 BLK C.

SECTION 2. This Ordinance shall become effective immediately upon the effectiveness of the companion Ordinance amending the City of Winter Park Comprehensive Plan to designate the property described in Section 1 of this Ordinance with the Commercial Future Land Use.

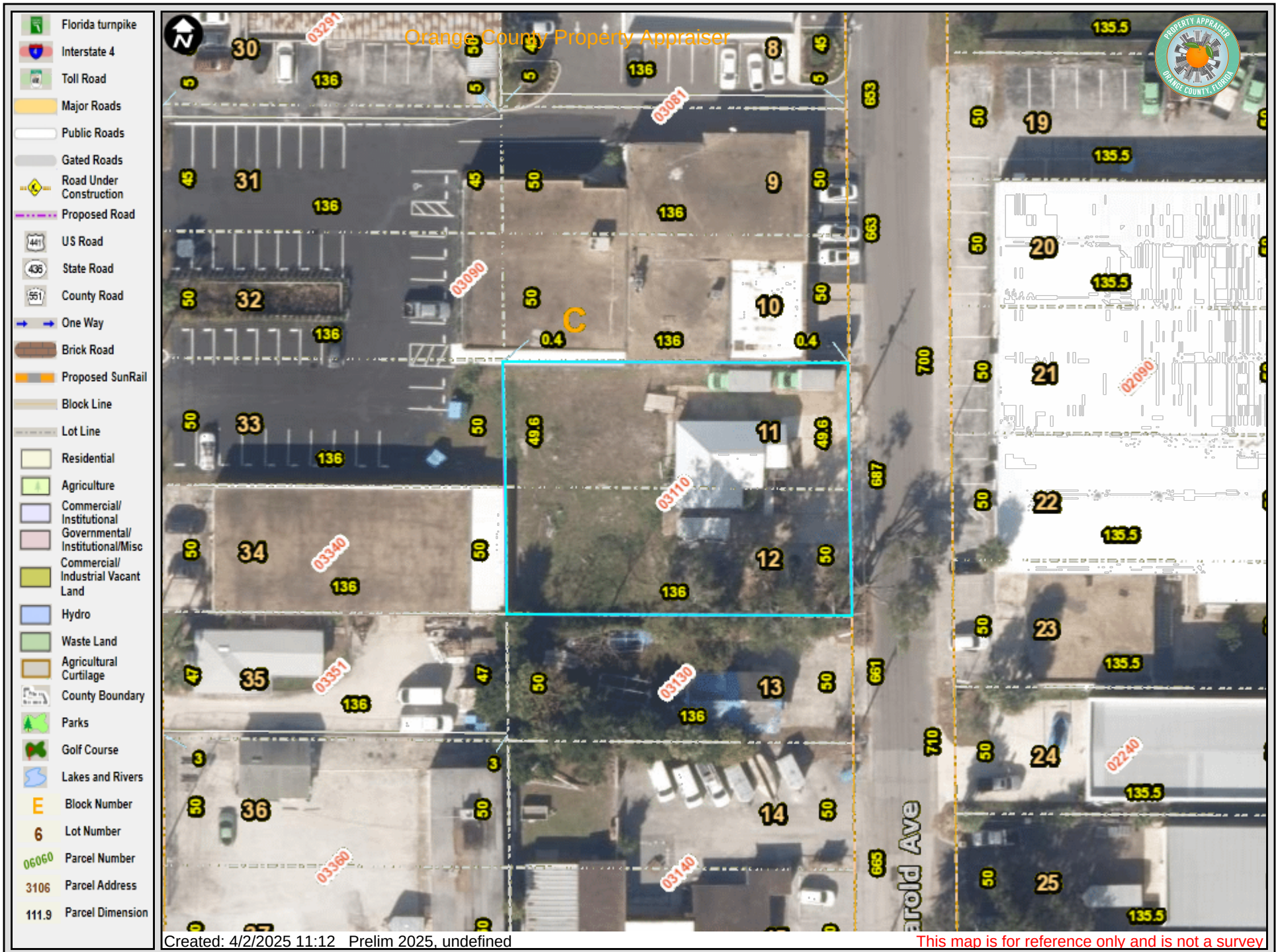
ADOPTED this _____ day of _____, 2025, by the City Commission of the City of Winter Park, Florida.

APPROVED:

Mayor Sheila DeCiccio

ATTEST:

Rene Cranis, City Clerk



**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

May 28, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Request of Barefoot Brothers Construction for subdivision approval to split the property at 747 McIntyre Avenue (zoned R-2) into two lots. Each proposed lot would exceed the minimum size requirements of R-2 with 52 feet of lot width and 8,736 square feet of area.

motion | recommendation

Planning & Zoning Board/Historic Preservation Board recommendation is for approval subject to the new homes receiving a Certificate of Review (COR) from HPB.

background

Barefoot Brothers Construction is requesting approval to subdivide the property at 747 McIntyre Avenue, which is zoned R-2, into two separate lots. Each proposed lot would exceed the R-2 minimum requirements, with 52 feet of width and 8,736 square feet of total area.

On April 9, 2025, the Historic Preservation Board (HPB) approved the applicant's request to demolish the existing one-story home at the site. This step was necessary as the property is located within the College Quarter Historic District. Although the home was designated as a contributing structure, the HPB determined that its removal could be justified if the proposed new construction is compatible with the historic character of the area and enhances the architectural integrity of McIntyre Avenue.

If the lot split is approved, the applicant plans to build two single-family homes, one on each new lot. Prior to the issuance of building permits, the HPB must review and approve the architectural design of the proposed homes to ensure they align with the district's standards.

The current parcel measures 107 feet wide by 168 feet deep. The applicant proposes dividing it into two lots, each 52 feet wide and 8,736 square feet in area—exceeding the R-2 zoning minimums of 50 feet in width and 6,000 square feet in area. The remaining three feet of frontage would be added to the adjacent property at 767 McIntyre Avenue, also owned by the applicant, to increase its side yard.

Development will proceed in phases, starting with the demolition of the existing structure and

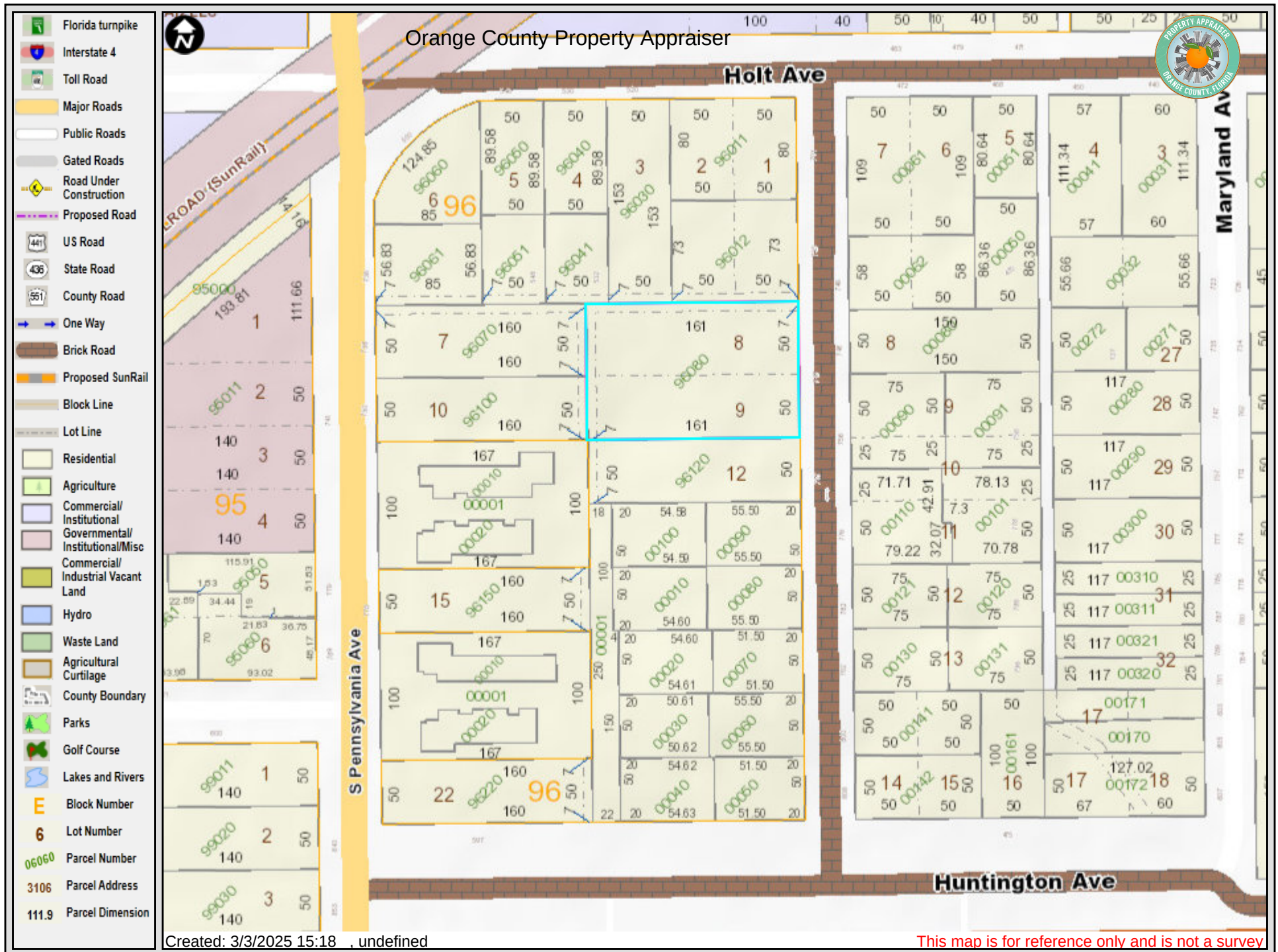
construction of a new home on the northern lot. The southern lot will remain undeveloped for now, but future construction there will require the removal of a large laurel oak, which falls within the proposed building footprint and will require tree mitigation measures.

alternatives | other considerations

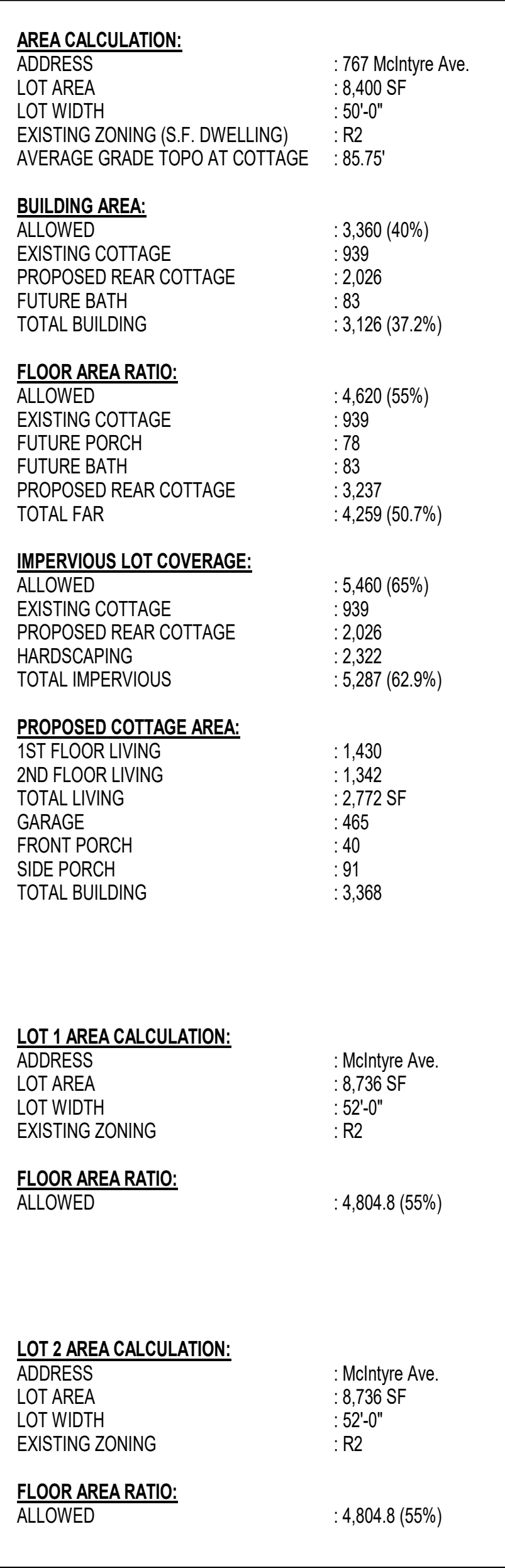
fiscal impact

attachments

1. Location Map
2. Aerial Map
3. Survey and Proposed Split
4. 747 McIntyre east elevation
5. Proposed Plans - McIntyre Ave Cottages
6. 747 mcintyre ave LETTER
7. LETTER to Winter Park Historic Preservation Board





[illegible]

Barefoot Brothers

McIntyre

SITE PLAN - EXISTING

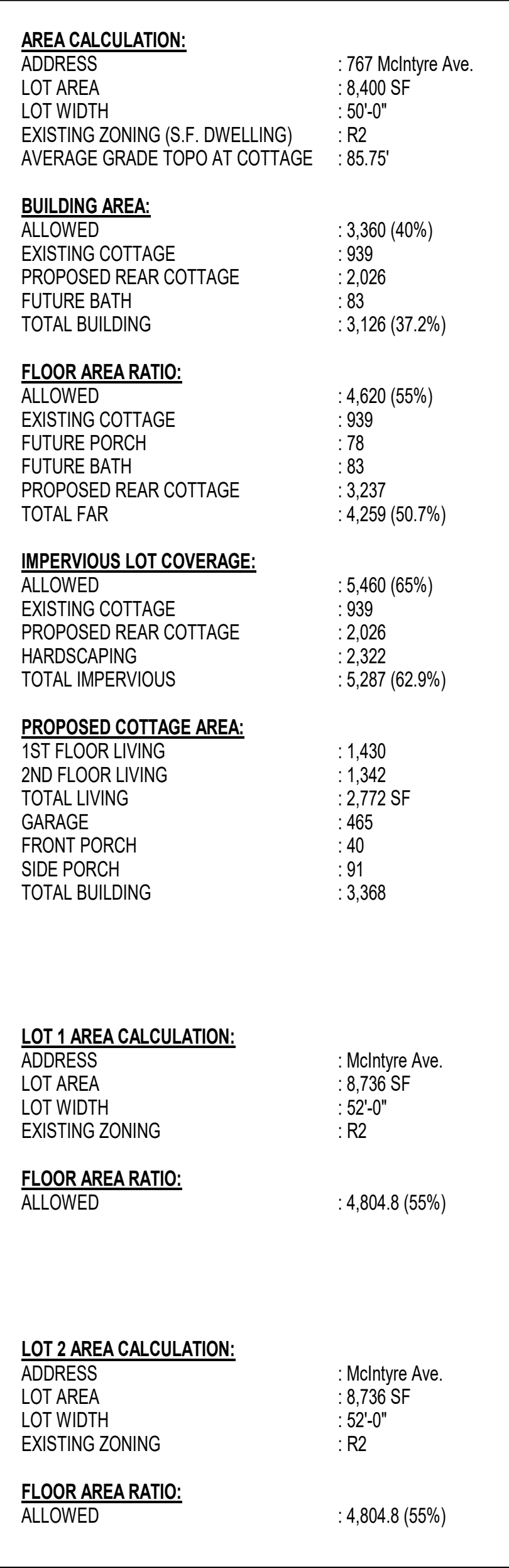
Date 2/13/2025

Drawn By WT

Checked By WT

1

Scale As indicated

[illegible]

Barefoot
Brothers

McIntyre

PROPOSED
LOT SPLIT

Date	2/13/2025
Drawn By	WT
Checked By	WT
2	
Scale	As indicated



Killman
ATES
DATE
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classab
9-3355

A diagram of a circular seal. It consists of two concentric circles. The outer circle has a small rectangular notch at the top. Inside the inner circle, there is a central crosshair and eight radial lines extending from the center to the inner circle's edge, dividing it into eight equal sectors.



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G000



the
MCINTYRE COTTAGES
McIntyre Avenue Winter Park

[illegible]

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PROJECT OVERVIEW

G002



McIntyre Avenue Winter Park

Revisions

CONFIDENTIALITY NOTICE:

— — — — —

A101

A101

SITE INFORMATION

SITE SETBACKS

BUILDING HEIGHT

FAR CALCULATIONS

IMPERVIOUS COVERAGE

REQUIRED	PROPOSED
----------	----------

NAME _____

NAME _____

NAME _____

NAME _____

NAME _____

Name	Area
------	------

ing Common Area



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

McIntyre Avenue Winter Park

visions

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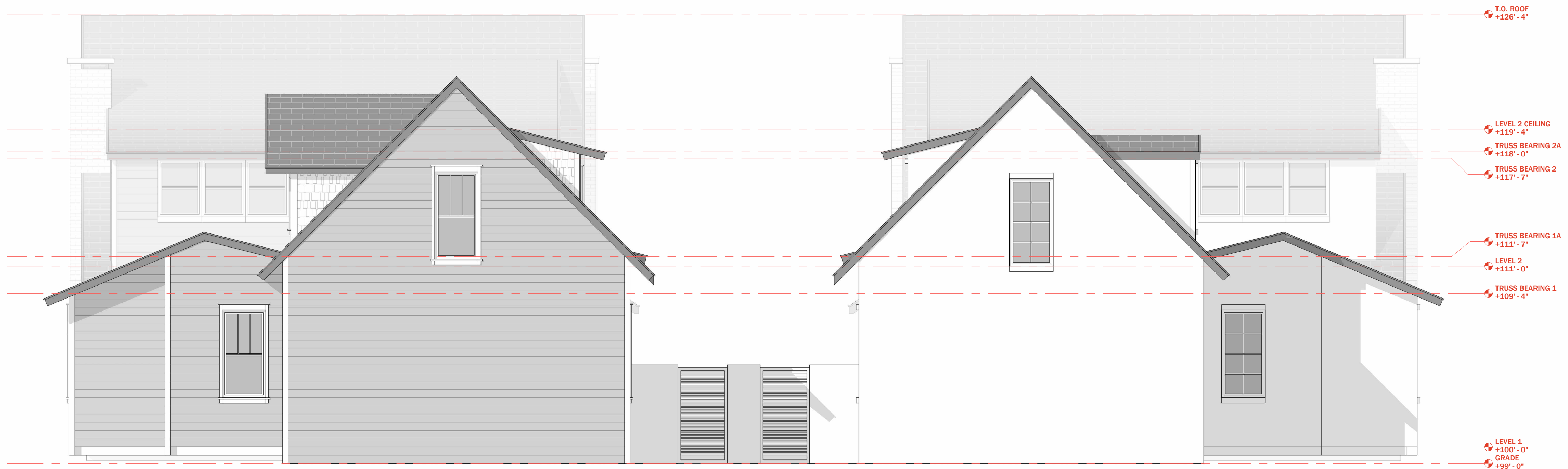
A202

Page 78 of 1



1

SCALE: 1/4" = 1'-0"



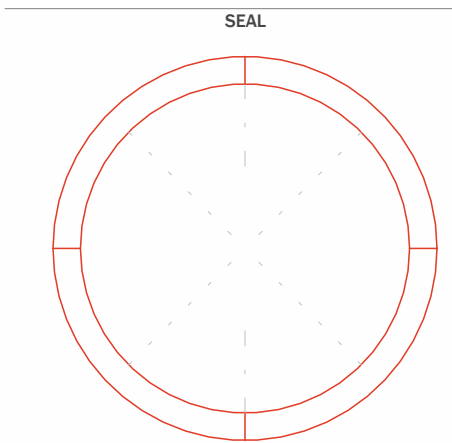
2 west elevation
SCALE: 1/4" = 1'-0"



1 east elevation
SCALE: 1/4" = 1'-0"



ARCHITECT
ENGINEER
alba
ENGINEERING
C.A. #30556
DANIEL SOUTER, P.E.
P.O. BOX 547774
ORLANDO FL 32854
PHONE (407) 421-4866



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SEAL

SEAL

SEAL

SEAL

Issue Date
Project Status
Project Designer
Project Drafter

PHASE
MCI
MCI

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EXTERIOR
ELEVATIONS

A501

Sheet No. 6/2023
Page 79 of 145

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A502

Sheet No. 02



- LEVEL 2 CEILING
+119' - 4"
- TRUSS BEARING 2A
+118' - 0"
- TRUSS BEARING 2
+117' - 7"

TRUSS BEARING 1A
+111' - 7"

LEVEL 2
+111' - 0"

TRUSS BEARING 1
+109' - 4"

LEVEL 1
+100' - 0"
GRADE
+99' - 0"

2

low country north

SCALE: 1/4" = 1'-0"



LEVEL 2 CEILING
+119' - 4"

TRUSS BEARING 2
10435-BEARING 2A

TRUSS BEARING 1A
+111' ± 7"

LEVEL 2

- TRUSS BEARING:

☎ +1091-42

LEVEL 1
+100' - 0"

 +99' - 0"

1

low country south

SCALE: 1/4" = 1'-0"





SEAI



SCALE: 1/4" = 1'-0"



SCALE: 1/4" = 1'-0"

Issue Date: 06/20/23

CONFIDENTIALITY NOTICE:
The drawings and information contained within is property of Winter Park Design and is intended only for the parties identified above or of governmental position (s). This plan may not be reproduced without written permission from the Project Manager assigned to this project.

Sheet No. 02023

3 March 2025

Re: 747 McIntyre Avenue, Winter Park

To whom it may concern:

I wish to express my support for the plan to demolish the current house located at 747 McIntyre Avenue and build one house on each of the two lots.

The property was purchased by my great-grandfather in November 1945, and the house was built early the following year on the north lot. For 80 years, then, the property has served as family residence. The house was built in the year following the end of World War II, when (I was told) building supplies at home were still scarce. The very slight eaves and the house design are not (as some have suggested) a minimalistic style. (The design elements of the house are not characteristic of Minimalism at all.) Instead, they were plans drawn up by my great-grandfather and his daughter. Jeff Briggs recently described the house as “architecturally unremarkable.”

While I harbor affection for the house, it is not historic in design. Furthermore, after meeting with architects and builders, I have learned that it is impractical and nearly impossible to turn the current house into a functional modern house without tearing up concrete floors and bringing down multiple walls. I support replacing it with a house that fulfills modern needs and desires while simultaneously matching the character of the quaint architectural styles common in the College Quarter.

Because I have lived here for over four decades, I have a continuing respect and affection for the area and the neighbors, and I support maintaining the charm and quiet of the street. Limiting the property to two houses, tastefully designed, would enhance both the appeal and the value of the neighborhood.

Sincerely,

A handwritten signature in cursive script that reads "Roger Barrows". The signature is fluid and extends across the width of the line.

Roger Barrows

March 5, 2025

Dear Historic Preservation Board,

My name is Matthew McKeever. I have owned the property at 750 S. Pennsylvania for many years. I have lived in Winter Park for 30+ years.

I am familiar with the plan for 747 McIntyre Ave. The current home on that site is an eyesore at best. I am in favor of the request to remove the existing home and subdivide the land into two single-family home lots measuring 52' x 168'.

I am confident the new owners and Barefoot Brothers Construction will build two beautiful homes that will enhance the neighborhood while respecting the integrity of the CQHD.

Sincerely,



Matthew McKeever
720 Palmer Ave.
Winter Park

**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

May 28, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Request of the City of Winter Park for Ordinances to:

- Ordinance - Establishing single-family Future Land Use on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road and to indicate the annexation on the other maps within the Comprehensive Plan. (1st Reading)
- Ordinance - Establishing single-family (R-1AA) zoning on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road. (1st Reading)
- Ordinance - Vacating and abandoning the western and eastern 17.5-foot portion of Stonehurst Drive. (1st Reading)

motion | recommendation

Planning & Zoning Board recommendation is for approval.

background

The city recently entered into an Interlocal Agreement to annex the area identified as the Stonehurst Enclave, which includes 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road. As part of the annexation process, the City must assign both a Future Land Use designation and zoning classification to the properties.

Currently, the properties carry a Low-Density Future Land Use designation and are zoned Single-Family (R-1AA) under Orange County's jurisdiction. The city is now proposing to apply its own Single-Family Future Land Use designation and R-1AA zoning to maintain consistency.

As part of this request, the city is proposing an Ordinance to vacate and abandon the western and eastern 17.5 feet portions of Stonehurst Road. This action is initiated in accordance with Resolution 2028-09 (attached), which outlines the City's intent to vacate specific portions of public right-of-way within the Stonehurst Enclave subdivision upon annexation into the city.

The resolution was originally passed as an incentive to encourage property owners within the area to annex into Winter Park. With the annexation now complete, the proposed Ordinance fulfills the City's commitment under that Resolution.

City staff has reviewed the request and determined that the 17.5-foot strips on each side of the 95-foot-wide Stonehurst Drive right-of-way are no longer needed for current or future public use. The vacation of these areas will not negatively affect infrastructure or public access, as long as a perpetual utility easement is maintained. Accordingly, the ordinance includes provisions to reserve a perpetual easement over the vacated areas, ensuring uninterrupted access for the installation, maintenance, and operation of both public and private utilities.

alternatives | other considerations

fiscal impact

The annexed properties are worth approximately \$11.5 million dollars in taxable value, which equates to approximately \$47,000 in annual revenue.

attachments

1. Stonehurst - FLU Ordinance
2. Stonehurst - Zoning Ordinance
3. Ordinance to Vacate Portions of Stonehurst Drive
4. Location Map
5. EXHIBIT B - Resolution 2028-09
6. Stonehurst Road Enclave Annexation ILA - signed

ORDINANCE _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I, "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH SINGLE-FAMILY FUTURE LAND USE ON THE ANNEXED PROPERTIES AT 443 EAST KINGS WAY, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 STONEHURST ROAD AND TO INDICATE THE ANNEXATION ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission intends to amend its Comprehensive Plan to establish a municipal Comprehensive Plan Future Land Use map designation as a small-scale amendment to the Comprehensive Plan on the recently annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road; and

WHEREAS, on May 6, 2025, the Planning and Zoning Board held a public hearing on the proposed Future Land Use map amendment set forth herein and made a recommendation of approval to the City Commission; and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a Future Land Use designation meets the criteria established by Chapter 163, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

SECTION 1: That, Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" Future Land Use Plan map is hereby amended so as to establish a Single-Family Future Land Use designation on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road, and that all other maps in the Comprehensive Plan reflect the annexation of these properties into the City of Winter Park, said properties being more particularly described as follows:

Legal description: LOTS 1, 4, 5, 6, 7, 9, 10, 11, 13, 14, 15, 16 AND 19, STONEHURST ESTATES, AS RECORDED IN PLAT BOOK "U", PAGE 9, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SECTION 2: This Ordinance shall become effective 31 days after adoption but shall not become effective if this Ordinance is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. In that case it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance, in compliance, with Chapter 163, Florida Statutes.

ADOPTED this _____ day of _____, 2025, by the City Commission of the City of Winter Park, Florida.

APPROVED:

Mayor Sheila DeCiccio

ATTEST:

Rene Cranis, City Clerk

ORDINANCE _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH SINGLE-FAMILY (R-1AA) ZONING ON THE ANNEXED PROPERTIES AT 443 EAST KINGS WAY, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 STONEHURST ROAD, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission intends to establish a municipal zoning designation on this property in compliance with the establishment of a similar Comprehensive Plan Future Land Use designation for said property; and

WHEREAS, on May 6, 2025, the Planning and Zoning Board held a public hearing on the proposed zoning map amendment set forth herein and made a recommendation of approval to the City Commission; and

WHEREAS, the establishment of municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

SECTION 1: That, Chapter 58 "Land Development Code", Article III, "Zoning" and the official Zoning Map is hereby amended so as to establish a Single-Family (R-1AA) district zoning on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road, and that all other maps in the Land Development Code reflect the annexation of this property into the City of Winter Park, said properties being more particularly described as follows:

Legal description: LOTS 1, 4, 5, 6, 7, 9, 10, 11, 13, 14, 15, 16 AND 19, STONEHURST ESTATES, AS RECORDED IN PLAT BOOK "U", PAGE 9, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SECTION 2: This ordinance shall become effective 31 days after adoption but shall not become effective if this Ordinance is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. In that case it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance, in compliance, with Chapter 163, Florida

Statutes.

ADOPTED this _____ day of _____, 2025, by the City Commission of the City of Winter Park, Florida.

APPROVED:

Mayor Sheila DeCiccio

ATTEST:

Rene Cranis, City Clerk

After Recording Return To:
City of Winter Park
City Clerk's Office
401 Park Avenue South
Winter Park, Florida 32789

ORDINANCE ____-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, VACATING AND ABANDONING THE WESTERN AND EASTERN 17.5 FEET PORTIONS OF STONEHURST DRIVE DEDICATED BY STONEHURST ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "U", PAGE 9, OF THE PUBLIC RECORDS OF ORANGE COUNTY, SAID PORTION TO BE VACATED IS SHOWN HEREON AS EXHIBIT "A" ATTACHED HERETO AND DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.

WHEREAS, this right-of-way vacation is initiated pursuant to and in accordance with the Resolution 2028-09 attached hereto as Exhibit "B," which sets forth the City's intent and findings regarding the vacation of a portion of public right-of-way located within the Stonehurst Enclave Subdivision, being a portion of Stonehurst Drive and Kings Way, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Vacation Area"); and

WHEREAS, the fee simple property owners adjacent to the Vacation Area have requested the Vacation Area to be vacated by the City; and

WHEREAS, said right-of-way is no longer necessary for present or prospective public use; and

WHEREAS, the vacation of the Vacation Area has been reviewed by City staff and found to be in the public interest; and

WHEREAS, the City has the authority to adopt this Ordinance by virtue of its home rule powers and Charter with respect to abandoning and vacating rights-of-way no longer needed for public purposes; and

WHEREAS, the City has determined that these portions of Stonehurst Drive right-of-way being vacated and abandoned by this Ordinance are no longer needed by the City of Winter Park or for any public purpose, except with respect to the reserved utilities easement.

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

Section 1. The City Commission of the City of Winter Park, Florida hereby vacates and abandons those certain portions of the 95 feet wide public right-of-way described in **EXHIBIT "A"** attached hereto ("Vacation Area"), subject to a reservation by the City of Winter Park of a perpetual utilities easement over, under and through the

Vacation Area for the construction, installation, repair, replacement, reconstruction, maintenance, control, operation, use, and modification of public and private utilities and facilities (including private utilities and facilities owned by the City's licensees or permit holders), including but not limited to sewer lines, water lines, reclaimed water lines, gas lines, electric lines, cable television lines, telecommunications lines, stormwater drainage lines, fiber optic cables and other public utilities facilities of every type, including without limitation, mains, pipes, inlets, grates, pumps, valves, wires, structures, boxes, manholes, electrical controls, cables and similar appurtenances, including the right of ingress and egress to and from adjacent public rights-of-way for the purposes of the easement.

Section 2. Any error in the legal description or in depiction of the Vacation Area may be corrected by subsequent curative document(s) prepared, executed, and/or recorded by the City Manager and/or his or her designee, if any such error is determined to exist by the City Manager or City Commission.

Section 3. In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls.

Section 4. After adoption, this Ordinance shall be recorded in the public records of Orange County, Florida.

Section 5. This Ordinance shall take effect immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the ____ day of ____, 2025.

Sheila DeCiccio, Mayor

ATTEST:

Rene Cranis, City Clerk

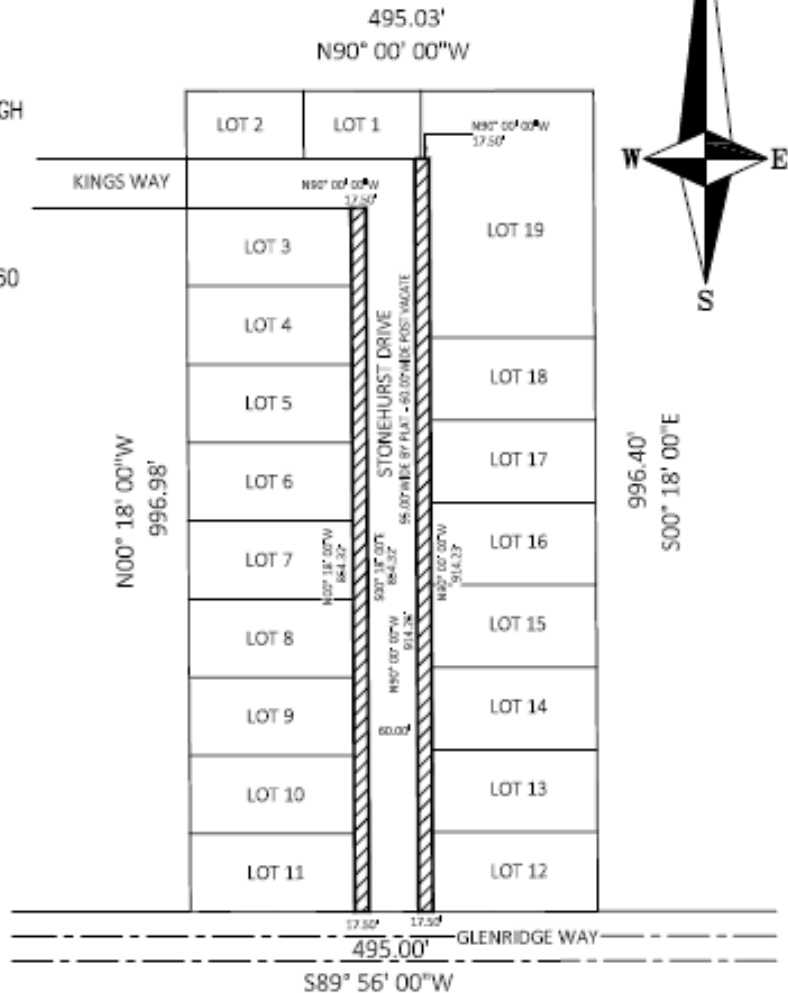
EXHIBIT "A"

LEGAL DESCRIPTION
PORTIONS OF STONEHURST DRIVE TO BE
VACATED:

WEST SIDE DESCRIPTION:
THE EAST 17.50 FEET OF LOTS 3 THROUGH
11, INCLUSIVE, STONEHURST ESTATES, AS
RECORDED IN PLAT BOOK "U", PAGE 9, OF
THE PUBLIC RECORDS OF ORANGE COUNTY,
FLORIDA.

AND

EAST SIDE DESCRIPTION:
THE WEST 17.50 FEET LOT LOTS 12 THROUGH
18, INCLUSIVE, STONEHURST ESTATES, AS
RECORDED IN PLAT BOOK "U", PAGE 9, OF
THE PUBLIC RECORDS OF ORANGE COUNTY,
FLORIDA.
TOGETHER WITH:
THE WEST 17.50 FEET OF THE SOUTH 217.60
FEET OF LOT 19, STONEHURST ESTATES, AS
RECORDED IN PLAT BOOK "U", PAGE 9, OF
THE PUBLIC RECORDS OF ORANGE COUNTY,
FLORIDA



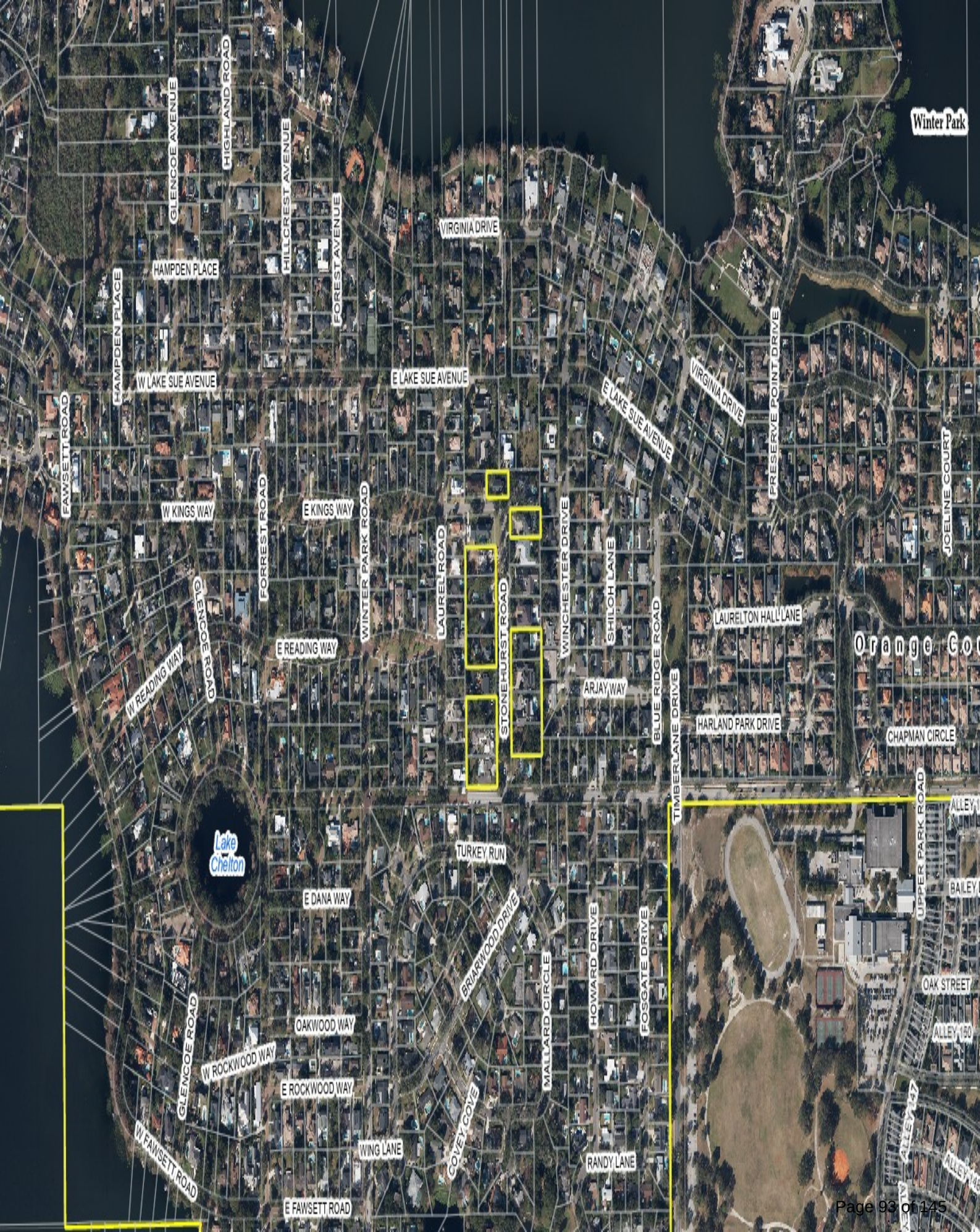
DENOTES AREAS OF RIGHT
OF WAY TO BE VACATED

SKETCH OF DESCRIPTION ONLY; NOT A BOUNDARY SURVEY



CITY OF WINTER PARK
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
SURVEY SECTION
500 N. Virginia Avenue
Winter Park, Florida 32789
Phone: (407) 599-3233

**SKETCH OF DESCRIPTION
STONEHURST DRIVE
RIGHT OF WAY TO BE VACATED**
CITY OF WINTER PARK, ORANGE COUNTY, FL
SCALE : 1" = 100' DATE : 04/14/25
04-14-25 STONEHURST ENCLAVE
PREPARED BY THOMAS L. CONNER, CITY SURVEYOR
FLORIDA LICENSED SURVEYOR AND MAPPER 154340
ON BEHALF OF THE CITY OF WINTER PARK, FLORIDA



Winter Park

Orange Co

EXHIBIT "B"

RESOLUTION NO. 2028-09

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, ADOPTING POLICY ASSURANCES REGARDING THE FUTURE ANNEXATION OF THE STONEHURST DRIVE AND KINGS WAY ENCLAVE.

WHEREAS, the Florida Statutes Chapter 171 provides the statutory regulations for annexations and encourages cities to annex enclaves of unincorporated areas that are completely surrounded by municipalities in order to more efficiently provide services to those areas; and

WHEREAS, the Winter Park Comprehensive Plan and Strategic Plan indicate that the Stonehurst Drive and Kings Way enclave is a priority area for the City to annex; and

WHEREAS, the residents on this area desire some assurances as to policy matters concerning the future provision of city services to be codified for future city commissions to understand the terms and conditions that were given regarding these issues.

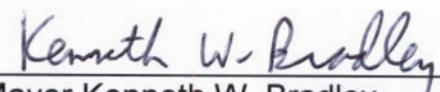
NOW, THEREFORE, be it Resolved by the City Commission of the City of Winter Park, Florida:

SECTION 1. The Winter Park City Commission does hereby adopt as policy that sanitary sewer and sidewalks shall not be further constructed or extended within the streets or properties within the Stonehurst Drive and Kings Way enclave area as depicted and attached as Exhibit "A".

SECTION 2. The Winter Park City Commission does hereby adopt as policy its' intention to reduce the width of the Stonehurst Drive right-of-way from 90 feet wide to 60 feet wide via a future ordinance to vacate and abandon 15 feet on each side of the right-of-way thereby increasing the private property of the homes fronting on Stonehurst Drive.

SECTION 3. This Resolution shall become effective upon its passage and the annexation of the Stonehurst Drive and Kings Way enclave.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 27th day of July, 2009.


Mayor Kenneth W. Bradley

ATTEST:


Deputy City Clerk Nancy McLean



Stonehurst Drive/ Kings Way Enclave

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: April 22, 2025

AFTER RECORDING RETURN TO:

City of Winter Park
Attn: City Clerk
401 S Park Avenue
Winter Park, Florida 32789

For Recording Purposes Only

**INTERLOCAL AGREEMENT FOR ANNEXATION OF THE STONEHURST ROAD
ENCLAVE**

between

CITY OF WINTER PARK, FLORIDA

and

ORANGE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT, dated this 22 day of April, 2025, (hereinafter referred to as "Agreement") between the **CITY OF WINTER PARK**, a municipal corporation in the State of Florida whose mailing address is 401 S. Park Avenue, Florida, 32789 (hereinafter referred to as "City"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as "County"), is entered into for the purpose of annexing a certain enclave located within unincorporated Orange County into the corporate limits of the City of Winter Park, Florida, pursuant to, and as authorized by, Florida Statutes §171.046.

WITNESSETH

WHEREAS, Florida Statutes §171.046, adopted by the Florida Legislature, recognizes that enclaves can create significant problems in planning, growth management, and service delivery; that it is the policy of the State of Florida to eliminate enclaves; and provides a method for the annexation by interlocal agreement of enclaves that are one hundred and ten (110) acres or less; and

WHEREAS, the land area of the Stonehurst Road enclave as described in Attachment A and Attachment B ("Stonehurst Road Enclave") is 5.57 acres in size and located more than one-half mile from the closest portion of unincorporated Orange County; and

AFTER RECORDING RETURN TO:

City of Winter Park
Attn: City Clerk
401 S Park Avenue
Winter Park, Florida 32789

For Recording Purposes Only

**INTERLOCAL AGREEMENT FOR ANNEXATION OF THE STONEHURST ROAD
ENCLAVE**

between

CITY OF WINTER PARK, FLORIDA

and

ORANGE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT, dated this ____ day of _____, 20__, (hereinafter referred to as "Agreement") between the **CITY OF WINTER PARK**, a municipal corporation in the State of Florida whose mailing address is 401 S. Park Avenue, Florida, 32789 (hereinafter referred to as "City"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as "County"), is entered into for the purpose of annexing a certain enclave located within unincorporated Orange County into the corporate limits of the City of Winter Park, Florida, pursuant to, and as authorized by, Florida Statutes §171.046.

WITNESSETH

WHEREAS, Florida Statutes §171.046, adopted by the Florida Legislature, recognizes that enclaves can create significant problems in planning, growth management, and service delivery; that it is the policy of the State of Florida to eliminate enclaves; and provides a method for the annexation by interlocal agreement of enclaves that are one hundred and ten (110) acres or less; and

WHEREAS, the land area of the Stonehurst Road enclave as described in Attachment A and Attachment B ("Stonehurst Road Enclave") is 5.57 acres in size and located more than one-half mile from the closest portion of unincorporated Orange County; and

WHEREAS, Florida Statutes §171.031, adopted by the Florida Legislature, defines areas that are “urban in character” as those lands used intensively for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes; and defines “enclave” as any unincorporated developed or improved area that is enclosed within and bounded on all sides by a single municipality, or any unincorporated developed or improved area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality; and

WHEREAS, Florida Statutes §171.043, adopted by the Florida Legislature, describes the character of the area that may be annexed; and

WHEREAS, on December 17, 2024, the City and County entered into a Joint Planning Area Agreement providing, in part, that within nine (9) months the City and County shall work together in good faith to annex the Stonehurst Road Enclave into the City limits by an interlocal agreement pursuant to Florida Statutes §171.046(2); and

WHEREAS, it has been determined by the City that the thirteen (13) developed residential single family parcels to be annexed by this Agreement are within the future annexation and planning areas of the City and meet the requirements set out in Florida Statutes §171.046; and

WHEREAS, annexation of the Stonehurst Road Enclave into the City will avoid unnecessary confusion and duplication of municipal services, including emergency services.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION I. The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION II. This Agreement is executed in order to adjust and redefine the corporate limits of the City to include the lands described in Section III below in order to ensure the sound and efficient delivery of urban services to said lands.

SECTION III. The City and the County hereby find that the following lands (known as the Stonehurst Road Enclave) located in unincorporated Orange County is an enclave of unincorporated area of 110 acres or less which meets the criteria for annexation into the City under Florida Statutes §171.046;

See **Attachment “A”** which is attached hereto and by this reference made a part hereof. A map of the above-described lands which clearly shows the area proposed to be annexed is attached hereto as **Attachment “B”** and by this reference made a part hereof.

SECTION IV. The City hereby finds that the annexation of the lands herein described is consistent with State law, the City's Comprehensive Plan and meets all of the requirements for annexation set forth in State law, the City's Comprehensive Plan, and the City Code.

SECTION V. Pursuant to Florida Statutes §171.046(2), the City by this Agreement hereby annexes into the corporate limits of the City those lands described in Attachment "A" and Attachment "B" hereto.

SECTION VI. The lands herein described and future inhabitants of said lands shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City and shall be entitled to the same privileges and benefits as other areas of the City.

SECTION VII. The lands herein described shall have the existing County land use plan and County zoning or subdivision regulations in full force and effect until the City adopts a comprehensive plan amendment and rezoning that includes said land. The City agrees to process for change the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws within twelve (12) months following the date of execution of this Agreement by the second party hereto and at no charge to the owners of the land described in Attachment "A" hereto.

SECTION VIII. The City and the County hereby acknowledge that, prior to their approval of this Agreement, they have jointly provided written notice to all owners of the real property identified in Attachment A whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser. The written notice described the purpose of this Agreement and stated the date, time, and place of the meetings of the City of Winter Park City Commission and the Orange County Board of County Commissioners at which this Agreement was to be considered for approval.

SECTION IX. Miscellaneous.

1. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Orange County, Florida.

2. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

3. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

4. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

5. Each party to this Agreement shall bear its own attorney fees and costs in connection with this Agreement and / or in connection with any action undertaken in compliance with, or relating to, this Agreement.

SECTION X. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION XI. This Agreement shall become effective upon its execution by the second of the two parties hereto and such date shall be inserted on the first page of this Agreement. Thereafter the City Clerk is directed to file a certified copy of this Agreement and associated attachments with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

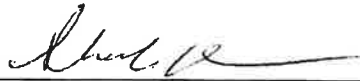
SECTION XII. Following its execution by the City and the County, a copy of this Agreement shall be recorded and thereafter provided by U.S. mail to all owners of the real property identified in Attachment "A" whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser.

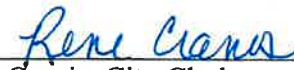
IN WITNESS WHEREOF, the City and County have executed this Interlocal Agreement for Annexation of the Stonehurst Road Enclave on the dates inscribed below.

[Remainder of page left intentionally blank.]

"CITY"

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

By: 
Sheila DeCiccio, Mayor

Attest: 
Rene Cranis, City Clerk

Executed on:

(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF WINTER PARK, FLORIDA.
APPROVED AS TO FORM AN
LEGALITY this 7th day of April, 2025**

**APPROVED BY THE CITY
COMMISSION AT A MEETING
HELD ON March 26, 2025**

By: 
City Attorney



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *[Signature]*
for Jerry L. Demings
Orange County Mayor

Date: April 22, 2025

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *[Signature]*
Deputy Clerk

Print Name: David Rooney

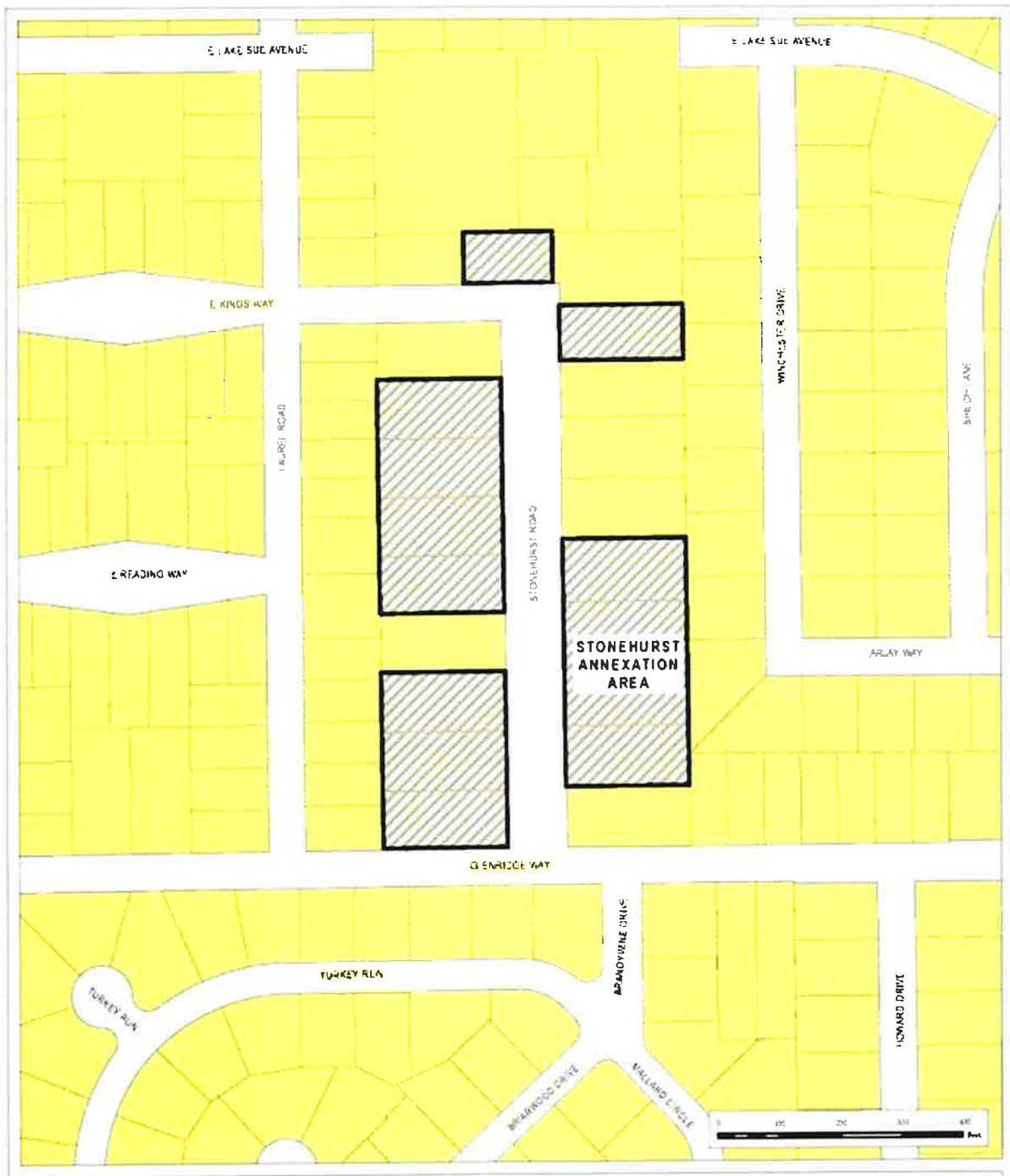
ATTACHMENT “A”

LEGAL DESCRIPTION OF ANNEXED LANDS

Lot 1, Lots 4 through 7, Lots 9 through 11, Lots 13 through 16 and Lot 19, per the plat of Stonehurst Estates as recorded in Plat Book “U”, Page 9 of the Public Records of Orange County, Florida. Also identified as:

Lot 1	443 E. Kings Way	17-22-30-8324-00-010
Lot 4	1811 Stonehurst Road	17-22-30-8324-00-040
Lot 5	1815 Stonehurst Road	17-22-30-8324-00-050
Lot 6	1819 Stonehurst Road	17-22-30-8324-00-060
Lot 7	1907 Stonehurst Road	17-22-30-8324-00-070
Lot 9	1915 Stonehurst Road	17-22-30-8324-00-090
Lot 10	1919 Stonehurst Road	17-22-30-8324-00-100
Lot 11	1923 Stonehurst Road	17-22-30-8324-00-110
Lot 13	1918 Stonehurst Road	17-22-30-8324-00-130
Lot 14	1914 Stonehurst Road	17-22-30-8324-00-140
Lot 15	1910 Stonehurst Road	17-22-30-8324-00-150
Lot 16	1906 Stonehurst Road	17-22-30-8324-00-160
Lot 19	1808 Stonehurst Road	17-22-30-8324-00-193

ATTACHMENT "B"
MAP OF ANNEXED LANDS



**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

May 28, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Ordinance 3335-25 - amending Chapter 58, Article VIII, Historic Preservation, concerning the process and procedures for certificates of review subject to public notice and public hearing, and penalties for unauthorized significant alterations or demolitions. (2nd reading)

motion | recommendation

The Historic Preservation Board has recommended approval of Version 1 of the Ordinance.

background

This item was originally presented to the City Commission on January 8, 2025, but was tabled to allow staff the opportunity to hold a community meeting and gather additional public input. That community meeting was held on February 20, 2025, and following thoughtful feedback from residents, staff revised the proposed ordinance to incorporate community suggestions and concerns. The updated ordinance was then presented in two versions for consideration by the Historic Preservation Board (HPB) on April 9, 2025. Version 1 excludes a monetary contribution provision related to historic preservation violations, while Version 2 retains the previously proposed monetary contributions and enforcement language introduced earlier this year. HPB made a recommendation for approval of Version 1.

In summary, both versions of the ordinance aim to improve clarity in the design review process, enhance application requirements, and address limitations in enforcing regulations related to unauthorized alterations or demolitions of historic properties. Key improvements include the introduction of a formal pre-application process and preliminary design concept review by the HPB, allowing applicants to receive early, non-binding feedback prior to formal review. Application requirements are also strengthened, with more detailed specifications required for proposed exterior materials, architectural elements, and site features to ensure more comprehensive evaluations. Additionally, the ordinance provides clearer criteria for the HPB when considering demolition requests or significant exterior changes and requires applicants to submit a due diligence assessment identifying all proposed demolition or alteration areas as part of their application.

For noncontributing structures within historic districts, both versions streamline the demolition

approval process for non-contributing structures, but maintains the requirement that any replacement construction must conform to established district design guidelines or reflect an architectural style consistent with the district's historic character.

The primary distinction between the two versions lies in how violations are addressed. Both versions provide HPB with the authority to (1) revoke the certificate of approval and any variances, requiring full reconstruction, or (2) amend the certificate of approval and revoke some or all variances. However, Version 2 includes an additional enforcement mechanism that allows HPB to impose further conditions on amended approvals, including the option to require a monetary contribution toward historic preservation efforts. This contribution would be proportionate to the violation and may not exceed thirty (30) percent of the affected building's value, as determined by the most recent Orange County Property Appraiser's tax roll. This provision establishes a maximum limit but does not mandate an automatic contribution—any amount would be determined based on the nature and extent of the violation. Both versions provide the same appeal process for HPB decisions, as outlined in Section 58-477 of the Land Development Code.

alternatives | other considerations

fiscal impact

Business Impact Estimate: The following Business Impact Estimate was prepared in accordance with section 166.041(4), F.S. This Estimate may be revised following its initial posting.

Summary of ordinance and statement of public purpose to be served:

This ordinance proposes amendments to Article VIII, Historic Preservation, of Chapter 58 of the City's Land Development Code. The changes include:

- Enhanced procedures for Certificates of Review.
- Clearer requirements for demolition requests, including due diligence assessments.
- Updated standards for reconstruction of historic landmarks.
- Specification of penalties for unauthorized alterations or demolitions.
- Clarification of design and documentation standards for both residential and non-residential projects.

Estimated direct impact of this Ordinance on private, for-profit businesses in the City of Winter Park, if any:

Penalties for unauthorized changes could result in loss of variances, which could have a financial impact. If no unauthorized changes are made, there is no financial impact. These changes provide greater clarity and predictability, which may reduce long-term uncertainty for businesses engaged in rehabilitation, construction, or redevelopment in historic areas.

Estimate of direct compliance costs that businesses may reasonably incur: None.

Identification of any new charge or fee on businesses subject to this Ordinance which businesses will be financially responsible (if applicable): None.

Estimate of City of Winter Park's regulatory costs associated with this Ordinance, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs: None.

Good faith estimate of the number of businesses likely to be impacted by this Ordinance: All historic properties that have businesses operating out of them, and only if they plan to make any changes to the exterior of their building.

Additional Information (optional): N/A.

attachments

1. Ordinance to Update to Historic Preservation Regs - April 2025 v1

ORDINANCE 3335-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING ARTICLE VIII HISTORIC PRESERVATION OF CHAPTER 58 OF THE LAND DEVELOPMENT CODE CONCERNING THE PROCESS AND PROCEDURES FOR CERTIFICATES OF REVIEW SUBJECT TO THE PUBLIC NOTICE AND PUBLIC HEARING PROCESS, PENALTIES FOR UNAUTHORIZED SIGNIFICANT ALTERATIONS OR DEMOLITIONS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park (the "City") recognizes that the preservation of historic homes is important to the health, safety and general welfare of the community; and

WHEREAS, the City Commission recognizes that the Historic Preservation Board plays an important role in the review of changes, modification to historically designated structures and contributing structures within historic districts; and

WHEREAS, the City Commission has received a recommendation from the Historic Preservation Board for improvements to the Historic Preservation regulations concerning the process for certificates of review and for occasions of unauthorized significant alterations to or demolitions; and

WHEREAS, in accordance with section 163.3174, Florida Statutes, and section 58-372 of the City Code of Ordinances, the City's local planning agency, which is the designated Planning and Zoning Board, has also reviewed and made recommendations as to the amendments set forth herein;

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

SECTION I: RECITALS. The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Winter Park.

SECTION II: Portions of Chapter 58, Land Development Code, Article VIII, Historic Preservation, are hereby amended to read as shown in Section III below, and words with single underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text. Sections and provisions not included are not being amended.

SECTION III: Chapter 58, Land Development Code, Article VIII, Historic Preservation, Division 4 – Certificate of Review is hereby amended to read as follows:

DIVISION 4. - CERTIFICATE OF REVIEW

Sec. 58-467. - Pre-application conference/preliminary review.

(a) ~~Before entering binding commitments or incurring substantial expense in the preparation of plans, surveys and other data, and before submitting an application for a certificate of review, an applicant may schedule shall a preapplication conference confer with the city HPB staff to obtain information and guidance. The purpose of such preapplication conference is to further discuss and clarify conservation objectives and design guidelines in cases that do not conform to established objectives and the Land Development Code, but is not a requirement to apply for a certificate of review. In no case shall any statement or representation made prior to the official application review be binding on the HPB, the city commission or any city departments.~~

(b) Applicants may request and obtain a preliminary review by the HPB prior to proceeding for formal review of and a final decision from the HPB on an application for certificate of review. The purpose of the HPB preliminary review is for the applicant to receive non-binding input from the HPB on what aspects and features of the design concept plan and variance requests, if any, appear to be acceptable or not. If an applicant elects to use the preliminary review process, an applicant must submit a design concept plan for HPB review.

Sec. 58-473. - Certificates of review.

~~(d) All approvals of certificates of review shall require subsequent review and approval by staff for the construction plans to ensure the plans and representations made at the public hearing are incorporated accurately into the building permit plans and application submissions. If staff does not agree that the plans submitted accurately represent the HPB certificate of review approval, or if changes have been made, subsequent review and approval by the HPB shall be required. An approved certificate of review and any accompanying variance(s) shall expire one year after the date of approval if the approved construction, rehabilitation, restoration, renovation, addition, demolition, or relocation has not physically commenced on the property within such time period. Upon the request of the property owner, staff may administratively extend the approval for an additional year. Thereafter, upon request by the property owner one additional one-year extension may granted by the HPB upon good cause.~~

(e) Applications for certificates of review (for both residential and non-residential buildings) shall include comprehensive and specific details on all proposed exterior materials and architectural elements of the project. This includes, but is not limited to, roofing type, material, color, style, pitch, and features such as dormers, skylights, chimneys, or mechanical equipment screening; exterior façade details including materials, finishes, textures, colors; window specifications including type, material, size, shape, glazing, muntin and mullion details, trim, surrounds, and colors; and all

exterior doors including entry, garage, and service doors, with details on materials, finishes, and fenestration patterns. Site elements for non-residential projects such as fences, walls, gates, driveways, walkways, screening elements, and the location and treatment of mechanical and utility equipment. All material specifications, color swatches, and architectural renderings shall be included to support a full and informed review. Applications lacking sufficient specificity may be deemed incomplete.

(f) Minor exterior alterations that are consistent with the current architectural style of the structure such as window and door replacements, façade treatments, and roof replacements are exempt from the certificate of review process and are solely subject to the building permit review process.

(g) In order for HPB to make a determination on demolition on portions of a structure, a due diligence assessment must be completed and submitted as part of the certificate of review application materials to clearly indicate any demolition, exterior alteration, rehabilitation, restoration, renovation, or addition areas. A due diligence assessment is a comprehensive evaluation of the structure's architectural integrity, and structural condition to ensure informed decision-making regarding proposed changes. Any portion of a historic home proposed for demolition, exterior alteration, rehabilitation, restoration, renovation, or addition must be explicitly identified in the application and visually marked on architectural plans. These areas shall be reviewed by the HPB, which must provide approval before any demolition activities commence. The HPB may require additional justification or modifications to ensure the integrity and character of the historic home are preserved to the maximum extent feasible. Certificate of review applications that do not satisfy the due diligence requirements or fail to clearly indicate any demolition, exterior alteration, rehabilitation, restoration, renovation, or addition areas will be deemed incomplete and will not proceed to review by the HPB until such areas are clearly identified.

Sec. 58-479. - Guidelines for demolition/significant changes of designated properties or properties within historic districts.

In addition to all other provisions of this article, in determining whether to approve or deny an application involving more than minor exterior changes to the exterior façade(s) or the demolition of designated structures on properties or properties located within designated historic districts, the HPB shall consider the following criteria:

- (1) The structure is of such interest or quality that it would reasonably meet national, state or local criteria for designation as a historic landmark.
- (2) The structure is of such design, craftsmanship or material that it could be reproduced only with great difficulty and/or expense.

(3) The structure is one of the last remaining examples of its kind in the city, the county, or the region.

(4) The structure contributes to the historic character and scale of a designated historic district.

(5) Retention of the structure promotes the general welfare of the city by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage.

(6) There are definite plans for reuse of the property presented to the HPB for approval, if the proposed demolition is carried out, and such plans shall be for an authentic re-creation of architectural styling prevalent during the era of the predominant development of the district and there is an explanation of what the effect of those plans will be on the character of the surrounding area.

Noncontributing elements (see section 58-481 (9)) are exempt from the provisions of subsections (1) through (5) above.

Sec. 58-481. - Procedure for demolition of buildings and structures on properties designated on the Winter Park Register of Historic Places, or located within designated historic districts or as identified in the Florida Master Site File or the historic survey.

(9) *Noncontributing structures.* Owners of noncontributing structures within any historic district shall not be required to show economic hardship in applying for a certificate of approval for demolition for such structures. However, the new construction proposed as a replacement must conform to the adopted design guideline standards of the historic district when such design standards have been adopted and if no design standards have been adopted, then the replacement shall be an authentic re-creation of an architectural style that reflects a prevalent architectural style of the era of development of the district.

Sec. 58-482. - Reconstruction of destroyed historic landmarks.

The loss of local historic landmarks, resources or contributing structures within a historic district that have been destroyed by fire or other natural disaster may be ameliorated by efforts to reconstruct the resource. Reconstruction means the process of reproducing by new construction the exact form and detail of a demolished building structure or object as it appeared at a certain point in time. The HPB shall encourage reconstruction when deemed appropriate and when such reconstruction is based upon evidence of the size, form, architectural style and detail of the demolished building. The reconstruction will be recognized as such in the Winter Park Register of Historic Places. This section shall only apply as indicated above to circumstances where an individually designated historic landmark structure or a contributing historic structure

within a local or national register historic district has been damaged or destroyed by fire, tornado or other natural disaster.

Sec. 58-500. - Violations.

(a) Any person who carries out or causes to be carried out any work in violation of this article shall be required to restore the subject improvement, landscape feature or site either to its appearance prior to the violation or in accordance with a certificate of review approved by the HPB. This civil remedy shall be in addition to and not in lieu of any other code enforcement remedy or penalty afforded by law to the city-criminal prosecution and civil penalty otherwise provided in this Code.

~~(b) Any person who carries out or causes to be carried out any work in violation of this article that causes irreparable or irreversible damage to a designated historic resource, or to any contributing or noncontributing resource within a designated historic district a fine not to exceed three times the amount per violation provided for in section 2-107 in this Code. Any person who violates this article is subject to code enforcement fines and liens as may be imposed by the Code Compliance Board. Without limiting the foregoing, the Code Compliance Board has the authority to order the restoration of any unauthorized removal or significant alteration to the exterior of a structure, or demolition in part or in whole, to a designated historic structure, or to any contributing or noncontributing structure within a designated local or national register historic district to exactly the same condition and exterior materials as existed prior to the alteration or demolition and impose a fine for each day until such is achieved. After finality on any timely filed, allowable appeal of the HPB's decision, the Code Compliance Board has the authority to enforce the HPB's decision under subsection (c) and impose a fine for each day until compliance is achieved.~~

(c) In violation cases where there exists a certificate of review approval by the HPB for said property or structure and no such specific HPB approval has been granted for such unauthorized significant alterations to the exterior or demolitions, the HPB, after conducting a noticed public hearing and giving the applicant an opportunity to be heard, may (i) revoke the certificate of approval and any variances previously granted by the HPB and require full reconstruction of the pre-existing structure, which may include an authentic replica with authentic exterior materials; or (ii) amend the certificate of approval and revoke some or all variances previously granted by the HPB. Any decision rendered by the HPB may be appealed subject to the provisions in Section 58-477.

SECTION IV: CONFLICTS. If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflict.

SECTION V: SEVERABILITY. If any section, subsection, sentence, clause, phrase, provision, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then such invalidity or unconstitutionality shall not be held to invalidate or impair the validity, force, or effect of any other remaining provisions of this Ordinance.

SECTION VI: CODIFICATION. Sections III of this Ordinance shall be codified and made a part of the City of Winter Park Land Development Code, and the sections of this Ordinance may be renumbered or re-lettered to accomplish this intention. The word "Ordinance" may be changed to "Section," "Article," or other appropriate word. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION VII: This Ordinance shall become effective immediately following approval by the City Commission at its second reading.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 28th day of May, 2025.

Sheila DeCiccio, Mayor

Attest:

Rene Cranis, City Clerk

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

May 28, 2025

prepared by

Victoria Tabor, Administrative Coordinator III

approved by

Randy Knight, City Manager

subject

Ordinance 3336-25 - Amending Boating Regulations (2nd reading)

motion | recommendation

Staff recommendation is for approval.

background

The attached ordinance has been revised based on discussion at first reading.

This ordinance amends regulations on boating and water safety. It introduces definitions, penalties, and boating-restricted areas to enhance safety and environmental protection. Key points include:

- Boating-Restricted Areas: Designated zones like idle speed, no wake zones, and vessel-exclusion zones to reduce congestion and promote safety.
- Operational Restrictions: Speed limits and equipment requirements in designated zones.
- Emergency Management: Establishing no wake zones following a major storm or flooding event.

The ordinance aims to ensure safety, protect the environment, and promote responsible use of public waterways.

alternatives | other considerations**fiscal impact****attachments**

1. Ord 3336-26 Boating Regulations Rev 2nd reading

2. Establishing Boating Restrictions- 2025 Update
3. Winter Park Chain Regulatory Zones (figure1)
4. Winter Park Killarney No Wake Zones (figure2)

ORDINANCE NO. 3336-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING SECTION 114-1 DEFINING TERMS RELATED TO THE REGULATION OF CITY WATERWAYS; AMENDING SECTION 114-2 ESTABLISHING PENALTIES FOR NONCRIMINAL BOATING INFRACTIONS; AMENDING CHAPTER 114, ARTICLE IV GOVERNING BOATING AND WATER SAFETY; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City has the authority under the City Charter, Section 2(b), Article VIII of the State Constitution, and Section 166.021(1), Florida Statutes, to exercise any power for municipal purposes except where expressly prohibited by law; and

WHEREAS, certain provisions of the City Code relating to boating and water safety require revision to better align with current Florida Statutes; and

WHEREAS, Section 327.46, Florida Statutes, authorizes the City to establish by ordinance certain boating-restricted areas for certain designated purposes; and

WHEREAS, the City finds that it is necessary to establish boating-restricted areas in waterways within the jurisdictional limits of the City of Winter Park; and

WHEREAS, the City finds that the establishment and enforcement of "No Wake" Zones in public access lakes is necessary to protect adjacent persons and property following a major storm or flooding event; and

WHEREAS, the City of Winter Park is responsible for managing and protecting public resources, including public boat ramps, for the benefit of its residents and visitors; and

WHEREAS, the City has determined that allowing commercial rental operations of motorized boats and personal watercraft at public boat ramps can cause safety issues, environmental harm, and congestion in public areas and that regulations to preserve public boat ramps for local use is in the public interest; and

WHEREAS, the City Commission of the City of Winter Park finds that this Ordinance is in the interests of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Winter Park, Florida, that:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. City Code Amendment. Section 114-1 of the City Code is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 114-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Boat means all rafts, skiffs, dredges, canoes, dinghies, dugouts, rowboats, sailboats, motorboats, personal watercraft and every other device used or capable of being used as a means of transportation on water. This term is synonymous with vessel as used in this chapter.

Boating-restricted area means an area of the waters of the state within which the operation of vessels is subject to specified restrictions or from which vessels are excluded. Such areas may consist of idle speed, no wake areas; slow speed, minimum wake areas; or vessel-exclusion zones, as appropriate, as authorized by F.S. § 327.46.

City boats means boats owned by residents of the city.

Clearance means the alteration of or removal of vegetation by the deposit of sand, dirt or other material or by uprooting and removal by mechanical or nonmechanical means or by chemical treatment.

Fill means the addition of materials, including but not limited to dirt, sand, gravel, stone, crushed stone, cement, cement rubble, mulch, wood or railroad ties, which results in changes to the topography or vegetation that exists on the shoreline and waterfront areas of waterfront properties.

Idle Speed, No Wake Zone means a boating-restricted area within which a vessel must proceed at a speed no greater than that necessary to maintain steerageway and headway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow.

Motorboat means any boat, including personal watercraft, powered by an internal combustion engine, whether inboard, outboard, or otherwise.

No city boats means boats owned by nonresidents of the city.

No Wake Zone is synonymous with an Idle Speed, No Wake Zone as defined in this section.

Operate (or operating) means to be in charge of, in command of, or in actual physical control of a vessel upon the waters of the state.

Operator means any person who is operating a vessel in charge of or having immediate control over a boat, regardless of whether such person is the owner, a lessee, a licensee, a permittee or an unauthorized user.

Ordinary High Water Mark means the highest reach of a navigable, nontidal water body as it usually exists when in its ordinary condition and is not the highest reach of such water body during the high water season or in times of freshets.

Owner means a person, other than a lienholder, having the property in or title to a vessel. The term includes a person entitled to the use or possession of a vessel subject to an interest in another person which is reserved or created by lease or other agreement.

Personal watercraft means a class A inboard vessel, as defined by the United States Coast Guard, which uses an internal combustion engine powering a water jet pump as its primary source of motive propulsion and which is designed to be operated by a person sitting, standing or kneeling on the product, rather than in the conventional manner of boat operation.

Retaining wall means the same as seawall.

Revegetation means the planting and establishment of terrestrial and aquatic grasses and plants, both emergent and nonemergent, associated with waterfront and shoreline environments.

Revetment means any sloped structure with a horizontal to vertical slope of 2:1 or greater that is constructed of rock, other aggregate material or geotextile fabric that is intended to protect the shoreline against erosion or water action.

Seawall means any structure involving stone, brick, concrete, metal or wood intended to stabilize the shoreline as protection against erosion or water action.

Slow Speed, Minimum Wake Zone means a boating-restricted area within which a vessel must be fully off-plane and completely settled into the water. Vessels within such areas must proceed at a speed which is reasonable and prudent under the prevailing circumstances to avoid the creation of an excessive wake or other hazardous condition which endangers or is likely to endanger other vessels or persons using the waterway.

Shoreline means the land area which exists between the normal high-water elevation during typical hydrological conditions and the point measured ten feet landward of such normal high-water elevation. (Reference normal high-water elevations for the major lakes in the zoning ordinance.)

Vessel is synonymous with boat as used in this chapter and as referenced in section 1(b), Article VII of the Florida Constitution and includes every description of watercraft, barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on the water.

Vessel-Exclusion Zone means an area from which all vessels or certain classes of vessels are excluded.

Wake means any waves created by a vessel's movement through the water.

Waterfront means the water area or occasional land area which exists between the normal high-water elevation during typical hydrological conditions and the point measured 30 feet out seaward of the normal high-water elevation.

Waters of the state means any navigable waters of the United States within the territorial limits of the State of Florida, including all inland lakes, rivers, and canals under the jurisdiction of the State of Florida.

Waterway means any waters, lakes, canals, streams, lagoons, or connecting waters, whether natural or manmade, partially or wholly within the boundaries of the City of Winter Park.

Winter Park Chain of Lakes means Lake Maitland, Lake Mizell, Lake Osceola, and Lake Virginia.

SECTION 3. City Code Amendment. Section 114-1 of the City Code is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions):

Sec. 114-2. Penalty.

(a) Violations of the following provisions of this chapter are noncriminal infractions:

- (1) Section 114-58(e), relating to display of an appropriate valid user fee receipt;
- (2) Section 114-60, relating to protective guards;
- (3) Section 114-61, relating to audible warning devices;
- ~~(4) Section 114-62, relating to age of operator of motorboat or personal watercraft;~~
- ~~(5) Section 114-65, relating to prohibition of motor boats on certain lakes;~~
- ~~(4)(6)~~ Section 114-69, relating to navigation hazards;
- ~~(5)(7)~~ Section 114-70, relating to lighting of temporary obstructions;
- ~~(6)(8)~~ Section 114-72, relating to boats adrift;
- ~~(7)(9)~~ Section 114-74(a)(1), (2), (3), (4), (5), (6), and (7) and (9), section 114-74(b), section 114-74(c), and section 114-74(d), relating to water sports;
- ~~(8)(10)~~ Section 114-77, relating to display of house numbers.

Any person cited for a violation of any such provision shall be deemed to be charged with a noncriminal infraction, shall be cited for such an infraction, and shall be cited to appear before the county court. However, no court appearance is required if payment of the civil penalty set forth in the citation is received in full where and when specified by the citation. The civil penalty for any such infraction is a Class II violation of \$100.00~~50.00~~, plus applicable administrative fees and applicable court costs. In accordance with section 1-23 each successive repeat violation shall be subject to a civil penalty for the next higher violation classification.

(b) Nonreckless violations of the following provisions of Chapter 114 of this Code are noncriminal infractions, provided they do not cause a boating accident:

- (1) Section 114-66, relating to passing of boats;
- (2) Section 114-67, relating to speed of boats;

(3) Section 114-68, relating to operation of boats.

Any person cited for a violation of any such provision shall be deemed to be charged with a noncriminal infraction, shall be cited for such an infraction, and shall be cited to appear before the county court. However, no court appearance is required if payment of the civil penalty set forth in the citation is received in full where and when specified by the citation. The civil penalty for any such infraction is a Class III violation of \$200.00 \$50.00, plus applicable administrative fees and applicable court costs. In accordance with section 1-23 each successive repeat violation shall be subject to a civil penalty for the next higher violation classification.

(c) Any person violating any provision of this chapter not listed in section 114-2(a) or (b) above shall be punished as provided in section 1-7 and may have his boat user fee receipt revoked for a period not exceeding one year, either or both.

(d) Law enforcement officers have the authority to issue uniform boating citations for violations of this article.

SECTION 4. City Code Amendment. Chapter 114, Article IV of the City Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 114-56. Reciprocity with City of Maitland.

At such time as the City of Maitland shall adopt and have in effect an ordinance with sufficient similarity to this chapter relating to boats and containing a like reciprocity section, all motorboats and personal watercraft for which the user fee has been duly and properly paid to the City of Maitland for the use of the chain of lakes (including Lake Nina, Lake Minnehaha, Lake Maitland, Lake Mizell, Lake Osceola, and Lake Virginia) shall be permitted to be operated upon any waterway within the corporate limits of the City of Winter Park without the payment of any further user fee to the City of Winter Park or requirement for securing any user fee from the City of Winter Park.

Sec. 114-57. Applicability of federal and state laws.

All ~~vessels~~boats operating on or about the waterways of the city shall be subject to federal and state laws and regulations relating thereto, the provisions of this chapter being supplementary to such laws and regulations.

Sec. 114-58. User fees.

(a) *Required.* Every owner of a motorboat having an inboard or outboard motor, including personal watercraft, operating upon the Winter Park Chain of Lakesany waterway, either partially or wholly within the corporate limits of the city, shall be required to pay the city a user fee to offset the cost of patrolling and maintaining such waterways. ~~However, owners of boats on Lake Killarney shall not be required to pay such fee for use of their boat on Lake Killarney.~~

(b) *Prerequisites.* In order to use a ~~motorboat~~boat, including personal watercraft, on the Winter Park Chain of Lakescity waterways, the owner shall give the make, model, horsepower, length of ~~vessel~~boat and state registration number and certify

that such boat has all equipment required by the state and the city by obtaining a boat permit from the city. ~~Owners of boats carrying more than four persons for hire shall also present satisfactory evidence that the boat has been safety inspected and found to be safe either by the Coast Guard or the police department.~~

- (c) *Collection agents.* The city commission may, from time to time, designate an agent to collect user fees and dispense receipts and may provide for a service fee to be paid by the city to the collection agent for user fees collected.
- (d) *Transfer of receipt.* Sale or transfer of ownership of a motorboat to which is attached a receipt showing payment of the user fee shall not invalidate the receipt, provided the police department or lakes division~~finance department~~ is notified within ten days of such change in ownership. The intent of the city commission is that a user fee be paid and receipts issued for each motorboat utilizing the Winter Park Chain of Lakes~~city waterways~~, regardless of ownership or transfer of ownership. Receipts, however, are not transferable from one vessel~~boat~~ to another.
- (e) *Display of receipt.* The owner shall at all times display an appropriate valid user fee receipt in the form of the city-issued motorboat registration decals, or the operator shall have in his or her possession a valid electronic daily user fee receipt. Motorboat decals must be affixed on both sides of the bow (front) of the vessel, above the waterline, and within six inches of the state registration number on the boat, or the operator shall have in his possession a valid daily user fee receipt.

Sec. 114-59. User fee schedule; receipts; application of revenues.

- (a) *Receipts.* Upon payment of the annual user fee required by this article, two motorboat decal receipts shall be issued to the payer of the user fee. Those decal receipts shall be affixed, one on each side of the bow, within six inches fore or aft of the state registration numbers. User fee decals issued shall be triangular in shape, with a square used for the following year and a circle for the next following year. These shapes shall be repeated in the same sequence during each succeeding three-year period. Upon payment of the daily user fee required by this article, a receipt in the form established by the city manager or his designee shall be issued to the payer of the user fee.
- (b) *User fee schedule.* A daily user fee of \$6.00 shall be paid prior to the operation of any motorboat, including personal watercraft. In lieu of the daily user fee, an annual user fee may be paid based upon the dollar amount and unit as set forth in this subsection. The unit shall be calculated by adding the length of the vessel~~boat~~ in feet, rounded to the next higher whole foot, together with the manufacturer's advertised maximum horsepower of the engine, at maximum RPM, rounded to the next higher whole horsepower. The total of these two numbers is the number of units assigned to each motorboat and will be the basis for calculating vessel~~boat~~ user fees. Length shall mean the measurement from end to end over the deck parallel to the centerline, excluding sheer. The user fee shall be imposed by applying the unit for each vessel~~boat~~ times the user's fee factor set forth as follows:

	Noncommercial Annual	Commercial Annual
Motorboat owned by city resident	\$0.50	\$1.00
Motorboat owned by non-city resident	0.75	1.50

Annual user fees paid between January 1 and June 30 shall be one-half of this amount.

- (c) *Dealers.* Recognized watercraft ~~dealers in boats~~ may obtain annual user fees receipts decals to be attached to vessels~~boats~~ for the sole purpose of boat demonstrations without supplying identification data for individual vessels~~boats~~ as required by section 114-58.
- (d) *Application of revenues.* All revenues received by the city from payments of daily and annual user fees shall be expended for the patrol, maintenance and improvement of lakes, rivers or waters and for other boating-related activities in the city.

Sec. 114-60. Protective guards.

Where conditions or the size of any vessel~~boat~~ is such that undue contact may be made with the canal retaining walls, such vessel~~boat~~ shall not enter the canals unless it is equipped with adequate protective guards or bumpers to prevent damage to the walls.

Sec. 114-61. Audible warning devices.

All motorboats~~power boats~~ operating on the city chain of lakes shall carry a whistle or horn audible up to 300 feet.

Sec. 114-62. Reserved. Licensing of certain minors.

- (a) ~~No person under 18 years of age shall operate a motorboat without first obtaining an operator's license. In order to obtain such a license, a person under 18 years of age shall submit to the police department a license application joined in by a parent or guardian of the minor wherein the parent or guardian accepts all responsibility for any damage or injury to persons or property caused by the minor while operating a motorboat and certifies that the minor can swim at least 100 feet. A motorboat operator's license shall be issued only after the applicant has:~~
- ~~(1) Successfully completed the auxiliary power squadron instruction course or the police department administered junior boatman's safety course;~~
 - ~~(2) Passed an examination on the provisions of this chapter and the contents of the city-prepared manual on the operation of boats; and~~
 - ~~(3) Passed a practical test in the operation of a motorboat.~~
- (b) ~~No person under 14 years of age shall operate a motorboat powered by over ten horsepower unless licensed as provided in subsection (a) of this section and~~

~~accompanied when operating such boat by an adult fully qualified to operate such boat.~~

- ~~(c) No person under 14 years of age shall operate a personal watercraft. A person between 14 and 18 years of age may operate a personal watercraft only after obtaining the motorboat operator's license and successfully completing and passing a further test demonstrating proficiency in the operation and use of a personal watercraft. Upon successful completion of this test, the motorboat operator's license shall be amended to authorize the operation of a personal watercraft.~~

Sec. 114-63. Reserved. Permitting unauthorized minor to operate motorboat.

~~No person shall cause or knowingly permit a child or ward under the age of 18 years to operate a motorboat when such minor is not authorized by the provisions of this chapter.~~

Sec. 114-64. Reserved. Suspension or revocation of license.

- ~~(a) If any person is found to have committed four or more violations of this chapter, or the rules and regulations promulgated thereunder, the police department may suspend such person's motorboat operator's license for a period of not more than one year. Upon such suspension the licensee must surrender to the police department the license so suspended.~~
- ~~(b) The police department shall revoke the motorboat operator's license of any person who:~~
- ~~(1) Operates any motorboat when such license or privilege is cancelled or suspended; or~~
 - ~~(2) Is found to have violated the provisions of F.S. § 327.351;~~
- ~~and such person shall not be eligible to be relicensed for a period of three years from the date of revocation. Upon such revocation the licensee must surrender to the police department the license so revoked.~~
- ~~(c) When any person's license has been suspended or revoked pursuant to the provisions of this section, the police department shall not grant a new license nor shall the person's motor boating privileges be restored, except upon the reexamination of the licensee after the expiration of the period of suspension or revocation so prescribed.~~

Sec. 114-65. Boating-Restricted Areas Established. Motorboats prohibited on certain lakes.

- ~~(a) Idle Speed, No Wake Zones. It shall be unlawful to operate any vessel at a speed that creates a wake within the zones referenced below which are under the jurisdiction of the City of Winter Park. The following describe locations of designated Idle Speed, No Wake Zones as depicted within Figure 1:~~
- ~~(1) Scenic Boat Tour Dock (Zone 5) shall establish an Idle Speed, No Wake Zone in accordance with F.S. § 327.46(1)(b)1.b., extending between points: (-081°~~

20' 47.43814797", +28° 35' 55.40448182"), (-081° 20' 45.37020814", +28° 35' 53.98863739"), and (-081° 20' 45.13312369", +28° 35' 51.54068808").

(2) An area of the Dinky Dock Launch (Zone 6) shall establish an Idle Speed, No Wake Zone in accordance with F.S. § 327.46(1)(b)1.a., extending between points: (-081° 20' 48.30477240", +28° 35' 52.53431209") [Center- this is the same], (-081° 20' 47.72370565", +28° 35' 51.99728387"), (-081° 20' 47.56500330", +28° 35' 52.88807294"), and (-081° 20' 48.48526741", +28° 35' 53.25960189")

(b) *Slow Speed, Minimum Wake Zones.* It shall be unlawful to operate a vessel at a speed that creates more than minimum wake within the zones referenced below which are under the jurisdiction of the City of Winter Park. The following describe locations of designated Slow Speed, Minimum Wake Zones as depicted within Figures 1 and 2.

(1) An area of Howell Creek (Zone 1) shall establish a Slow Speed, Minimum Wake Zone in accordance with F.S. § 327.46(1)(b)2.c., extending between points: (-081° 20' 43.37371271", +28° 37' 15.92694540") and (-081° 19' 50.77642212", +28° 37' 55.84371001")

(2) An area of Venetian Canal (Zone 2) shall establish a Slow Speed, Minimum Wake Zone in accordance with F.S. § 327.46(1)(b)2.c., extending between points: (-081° 20' 33.09259038", +28° 36' 25.41282467"), and (-081° 20' 46.77247495", +28° 36' 35.54831552").

(3) An area of Fern Canal (Zone 3) shall establish a Slow Speed, Minimum Wake Zone in accordance with F.S. § 327.46(1)(b)2.c., extending between points: (-081° 20' 32.55902308", +28° 35' 40.70096068"), (-081° 20' 32.18567183", +28° 35' 48.26813223").

(4) An area of Genius Canal (Zone 4) shall establish a Slow Speed, Minimum Wake Zone in accordance with F.S. § 327.46(1)(b)2.c., extending between points: (-081° 20' 27.39129855", +28° 35' 35.68314178"), (-081° 20' 24.84072506", +28° 35' 35.83437626").

(5) Lake Killarney (Zone 8) shall establish two Slow Speed, Minimum Wake Zones in accordance with F.S. § 327.46(1)(b)2.c., as follows:

a. Killarney Canal – extending between points: (-081° 22' 18.58133679", +28° 36' 10.74109026"), (-081° 22' 18.95277168", +28° 36' 09.80859797"); and

b. North Lobe Entrance – extending between points: (-081° 22' 27.55144171", +28° 36' 16.98306661"), (-081° 22' 34.25256464", +28° 36' 18.63421618").

(c) *Vessel-Exclusion Zones.* It shall be unlawful to operate any motorboat within areas designated as Vessel-Exclusion Zones referenced below which are under the jurisdiction of the City of Winter Park. The following describe locations of designated Vessel-Exclusion Zones as depicted within Figure 1:

(1) An area of Howell Creek connected to Lake Sue (Zone 7) shall establish a Vessel-Exclusion Zone in accordance with F.S. § 327.46(1)(c)3., extending between

points: (-081° 21' 22.14416977", +28° 34' 51.46684615") and (-081° 21' 02.98130440", +28° 35' 11.78420842").

- (d) *Temporary Emergency No Wake Zone.* The City Manager shall have the authority to issue a temporary, emergency no wake order to any lake within the jurisdiction of the City of Winter Park during any declared state of emergency issued by the Governor or any declared state of local emergency issued by the Mayor under Chapter 38 of the City Code.
- (e) *Information signs.* Informational signs or buoys may be implemented 150 feet from the Ordinary High Water Mark reduce the potential for vessel operation that poses a risk to the public in the following lakes: Baldwin, Bell, Berry, Killarney, Maitland, Mizell, Osceola, Spier, Sue, Sylvan, Virginia.
- (f) *Operational restrictions.*
 - (1) Vessels within a designated No Wake Zone must operate at idle speed, defined as the minimum speed necessary to maintain steerage.
 - (2) Motorboats in canals shall be operated at idle speed so as not to create a wash or wave.
 - (3) No owner, operator, or person in command of any vessel shall operate or permit the operation of a vessel at a speed that causes a wake within a No Wake Zone.
 - (4) Vessels operating in a zone posted as Slow Speed, Minimum Wake must operate fully off-plane and completely settled in the water.
 - (5) Additional boating-restricted zones including, but not limited to, restrictions of vessel speeds and vessel traffic, may be established on the waters of the state within the jurisdictional limits of the City of Winter Park if such restrictions are necessary to protect the safety of the public due to boating accidents, visibility, hazardous currents or water levels, vessel traffic congestion, or other navigational hazards or to protect seagrasses on privately owned submerged lands.
- (g) *Exemptions.* The following vessels are exempt from the prohibitions contained in this section:
 - (1) Vessels used solely for law enforcement, firefighting, or rescue.
 - (2) Vessels used by any employee, officer, or authorized agent of local, state, or federal government for ensuring compliance with local, state, or federal law or for performing other official duties.
 - (3) Vessels operating under emergency conditions during an emergency.
- (h) *Penalties.* The provisions of this ordinance shall be enforced by the issuance of a uniform boating citation by any law enforcement officer as defined in F.S. § 943.10, in accordance with the procedures set forth in F.S. §§ 327.73 and 327.74.

~~No motorboats shall be allowed in Lakes Chelton, Midget, Mendsen, Grace, Francis, Sylvan, Knowles, Wilbar and Baldwin except that fishing boats or sailboats with internal~~

~~combustion engines may be launched at the Fleet Peoples Park boat ramp on Lake Baldwin, as long as the internal combustion engines are not used.~~

Sec. 114-66. Passing of boats.

- (a) *Boats under power.* For boats under power, an overtaking boat shall pass leaving the privileged boat on the starboard hand. Boats approaching each other from opposite directions on parallel or nearly parallel courses shall pass port to port. When boats are approaching on a collision course, the one which has the other on port hand shall maintain course at a safe speed. Boats proceeding in the same direction shall not pass in the canals.
- (b) *Nonpowered boats and motorboats.* Canoes, rowboats, kayaks, paddle boards, and sailboats shall have the right-of-way when approached, passed or overtaken by motorboats or boats under power.
- (c) *Boats in or entering canals.* Whenever boats must pass within a canal in a constricted area, the boat nearest a passing area shall return to that area to effect the passing. All boats intending entrance to a canal shall yield the right-of-way to boats making an exit. If there is a passing area closer than the exit, the boat in the canal shall return or remain in that area to effect the passing.

Sec. 114-67. Speed of boats.

It shall be unlawful to operate any boat within the area between the shoreline and the safety zone buoys, except in an emergency or for docking and departure, except at idle speed. It shall be unlawful to operate any boat between the shoreline and the safety zone buoys at such speed as will cause a wake. In the canals, motorboats shall be operated at idle speed which will not create a wash or wave. Motorboats in the near proximity of boats not under power shall operate at a safe reduced speed which will not create a wash or wave which would endanger the occupants of boats not under power. Boats not under power shall include both nonpowered boats and motorboats not under power, including those which are anchored or being used for fishing. ~~The speed of boats shall not exceed 40 miles per hour during daylight hours, and 20 miles per hour between sunset and sunrise.~~

During any declared state of emergency issued by the Governor or any declared state of local emergency issued by the Mayor under Chapter 38 of the City Code, the City Manager shall have the authority to issue a temporary, emergency no wake order shall be in effect without further action by the city on any lake in which the water level is 1.1 feet or more above the ordinary high water elevation (OHW) as defined in the Winter Park Land Development Code. City law enforcement officers are authorized to enforce such emergency no wake orders pursuant to F.S. § 254.47. Such emergency no wake order must describe each lake to which it applies and may not extend in duration beyond the termination of the declared state of emergency or state of local emergency.

Sec. 114-68. Operation of boats generally.

- (a) Motorboats or boats under power shall keep at least 300 feet behind any boat towing a skier and shall stay clear of, by at least 100 feet, any boat moored, not under power, anchored or used for fishing.
- (b) When a ski jump is in use, all other boats shall stay clear of the area 100 feet on either side and 500 feet ahead of and 500 feet behind the ski jump.
- (c) No person shall operate any boat recklessly or overload any boat, indulge in any motorboat race or make sudden turns at excessive speed, follow too closely to other boats or operate any boat in any way so that it may endanger other boats, life or property.
- (d) All boat operators shall sit within the confines of the boat and shall ~~ensure~~insure that their passengers do likewise. Bow riding and gunwale riding are prohibited.
- ~~(e) Care shall be taken by the operators of all motorboats to prevent damage from their wash or bow wave or from objects towed by such boats to beached or moored boats, docks, piers, shorelines and boathouses.~~

Sec. 114-69. Hazards to navigation.

Any person having knowledge of any hazardous object adrift or any underwater obstruction which would endanger the safe navigation of any vessel~~boat~~ shall report the location and nature of such hazard or obstruction to the police department as soon as possible.

Sec. 114-70. Temporary obstructions; time restrictions; emergency markers; authorization of "no wake zone" buoys.

- (a) *Temporary obstructions.* It shall be unlawful for any person to leave or permit any vessel~~boat~~, barge dredge, temporary dock or pier or any other temporary obstruction to be left extending further than 20 feet from the shoreline or to anchor any float, buoy or other hazard more than 40 feet from the shoreline between the hours of sunset and sunrise, unless such boat, barge, dredge, buoy or other temporary obstruction is properly lighted to show its overall length, or prior approval is given by the city commission after a public hearing.
- (b) *Time restrictions.* It shall be unlawful for any person to leave or permit any lighted or approved temporary obstruction to be left in any city lake for more than 48 hours during any 30 day period unless prior approval is given by the city commission after a public hearing.
- (c) *Emergency markers.* Temporary floats or buoys denoting the location of potential hazards to navigation or lost valuables may be placed in a lake provided that the following conditions are met:
 - (1) The marker must be clearly visible to boaters;

- (2) The city police department or the lakes division must be notified immediately as to the location and purpose of the emergency marker and the length of time it will be in the water;
- (3) The marker must be removed immediately upon retrieval of the hazard or lost object or upon notification by the city.
- (d) *Authorization of "no wake zone" buoys.* Buoys maintained by the city for the purpose of denoting state approved no wake zones or other boating-restricted areas, including canals, publicly accessible fueling stations, public boat ramps, and designated swimming areas~~the 100-foot no wake zone around shorelines or other navigational features~~ are authorized by this section. The sizes and measurements of such buoys shall meet state approved standards.

Sec. 114-71. Disturbing boat or contents.

It shall be unlawful for any person to molest, tamper with or cast loose or set adrift any boat belonging to another or to disturb, destroy, steal, take or carry away any of the contents, fixtures or appurtenances of any boat belonging to another.

Sec. 114-72. Boats adrift.

Any person finding a boat adrift shall secure it at a safe moorage and report such finding to the police department or lakes division as soon as possible. Any recovered boat will be retained in storage for 30 days, after which time it becomes the property of the city if unclaimed.

Sec. 114-73. Damage to channel markers, buoys, signs or signals.

It shall be unlawful for any person to remove, damage or destroy any ~~channel markers, buoys or, speed limit signs or directional signals~~ maintained by the city in or about any of the waterways within the corporate city limits. Any person injuring or damaging any ~~channel markers, buoys, signs,~~ bulkheads, docks or boathouses or involved in any collision or upset with any other craft shall report such incident to city police department as soon as possible.

Sec. 114-74. Water sports.

- (a) *Water skiing, aquaplaning, etc.* All water sports such as water skiing, surfboarding, aquaplaning, sledding, tubing and operation of a personal watercraft shall be subject to the following:
 - (1) The sports are expressly prohibited from one-half hour after sunset to one-half hour before sunrise. However, an agent or employee of a fire or emergency rescue service may operate a personal watercraft at any hour during the performance of his or her official duties.
 - (2) No person shall ski, surfboard, aquaplane, sled, or tube ~~or operate a personal watercraft~~ in the canals or under the bridges.

- ~~(3) Skiers, personal watercraft, surfboarders, aquaplaners, sledders or tubers, where practicable, shall take turns in a counterclockwise direction.~~
- ~~(4) No person shall ski, surfboard, aquaplane, sled, tube or operate a personal watercraft nor shall any boat towing such skier, surfboarder, aquaplaner, sledder or tuber come between safety buoys and the shoreline except when making a direct taking off or landing.~~
- (3) No person shall operate a vessel on any waters within the city towing a person on water skis, an aquaplane, sled, tube, or similar device unless there is in such vessel a person, in addition to the operator, in a position to observe the progress of the person being towed, or the vessel is equipped with a wide-angle rear view mirror mounted in such manner as to permit the operator of the vessel to observe the progress of the person being towed. This subsection does not apply to class A motorboats operated by the person being towed and designed to be incapable of carrying the operator in the motorboat.
- (4) No person shall operate or manipulate any vessel, tow rope, or other device by which the direction or location of water skis, aquaplane, innertube, sled, or similar device may be affected or controlled, in such a way as to cause the water skis, aquaplane, innertube, sled, or similar device or any person thereon to collide or strike against or be likely to collide or strike against any vessel, bridge, wharf, pier, dock, buoy, platform, piling, channel marker, or other object.
- (5) Water skiers, surfboarders, aquaplaners, sledders, tubers or operators of personal watercraft are prohibited from using buoys as slalom markers.
- (6) All water skiers, surfboarders, aquaplaners, sledders, tubers and operators and riders of personal watercraft must be equipped with and wear a United States Coast Guard approved personal flotation device in conformance with current United States Coast Guard safety requirements, except when engaged in police-sanctioned races, contests or regattas. A special permit may be issued by the police department allowing persons preparing to participate in an official regatta, race, tournament or exhibition to practice trick water skiing without personal flotation devices. Any such person desiring to practice trick water skiing without a personal flotation device shall submit a letter of application to the police department, detailing the particular type of trick water skiing, the official event for which practice is intended and approved by the coach or trainer of the applicant. Every skier shall have his special permit in his immediate possession or in the towing boat at all times when skiing without a personal flotation device and shall display the permit upon demand. The special permit shall be valid only for trick water skiing in Lake Virginia and Lake Mizell.
- ~~(7) All boats and personal watercraft towing water skiers, surfboarders, aquaplaners, sledders or tubers shall have two persons in the boat or personal watercraft, one facing aft and the other facing forward.~~

- (87) No person shall manipulate any water ski, surfboard, aquaplane, sled, tube or similar device from a boat while under the influence of alcohol or any controlled or chemical substance to the extent that his normal faculties are impaired.
- (98) No personal watercraft shall be utilized to tow any person on water skis, an aquaplane, innertube, a sled or similar device unless the personal watercraft is designed by the manufacturer to carry three or more persons.
- (109) No person may place permanent slalom course buoys or other similar markers in any lake or waterway within the corporate city limits unless authorization is granted by the City Commission and is permitted by the respective regulatory agency. Temporary placement of buoys is regulated under section 114-70 of the Code of Ordinances.
- (b) *Swimming and diving.* It shall be unlawful for any person to swim further from the shore than 100 feet unless accompanied by a boat. No person shall scuba dive or skin dive unless accompanied by a boat identified by a scuba diving or skin-diving flag. Scuba diving or skin diving shall not be permitted in any of the canals.
- (c) *Regattas, crew races, swimming meets.* Authority is given to the police department to regulate and direct the conduct and operation of any regatta, swimming meet, crew race or other aquatic activity. Persons sponsoring regattas, races or other contests shall provide adequate traffic control at their expense as may be required by the police department and shall notify the police department and lakes division at least seven days prior to any event in order that appropriate arrangements for safety and navigation may be assured.
- (d) *Personal watercraft.* In addition to the regulations set forth in subsection (a) of this section, the following regulations shall apply to the operation and use of personal watercraft:
- (1) No person shall operate a personal watercraft without the state registration number and decal being affixed and the applicable city toll having been paid.
 - (2) Personal watercraft under power shall keep at least 300 feet behind any boat towing a skier and shall stay clear of, by at least 100 feet, any boat anchored or used for fishing. When a ski jump is in use, all personal watercraft shall stay clear of the area 300 feet on either side and 500 feet ahead of and 500 feet behind the ski jump.
 - (3) No person shall operate a personal watercraft within 300 feet of any persons in the water, with the exception of entering and exiting the shoreline adjacent to the designated swimming area at Dinky Dock.
 - (4) No person shall operate a personal watercraft while exceeding the manufacturer's recommended maximum weight or number of occupants.
 - (5) Personal watercraft shall not be operated in a manner or at a speed that causes the exhaust jet to come out of the water in order to avoid an increase

in the noise level or pitch above that experienced in normal operation on smooth water.

(6) As with all other vessels, vessel registration is required at all times during use.

Sec. 114-75. Use of lakes as landing places for seaplanes.

It shall be unlawful for any person to use any lake within the City of Winter Park excluding Lake Killarney covered by this chapter as a regular landing place or base of operation for float planes or seaplanes, but nothing in this section shall be construed to prohibit the use of the lakes by such planes in case of emergency.

Sec. 114-76. Hang gliding, parachuting, parasailing, airboating.

Hang gliding, parachuting, parasailing and airboating are prohibited on the lakes, except ~~for~~that airboats may be used in the city's official aquatic plant managementweed control program. A special permit may be issued by the city manager for such activities in conjunction with special events. Persons desiring to sponsor such activities shall submit a letter of application to the police department.

Sec. 114-77. Display of house numbers.

House numbers shall be prominently displayed on all boathouses and docks.

Sec. 114-78. Size of boats.

The maximum length of any boat to be launched or operated on the Winter Park Chain of Lakes~~city chain of lakes~~ only shall not exceed 24 feet in length as listed on boat registration,~~with the exception of city vessels that is used for official business.~~ No boat exceeding a width of eight and one-half feet shall enter any canal. All ~~motorboatpower boat~~ operators must comply with the maximum horsepower and maximum occupant capacity as stated on the manufacturer's capacity plate of that boat. City boats that are used for official business are exempt from this section.

Sec. 114-79. Storage and mooring of boats on or adjacent to public lands.

- (a) It shall be unlawful for any person to store any boat in any city park or other public lands owned or maintained by the city. For purposes of this section, a boat will be considered "stored" if it is left unattended on public lands at any time between the hours of 11:00 p.m. and 6:00 a.m. This subsection shall not apply to the temporary storage of a boat on a trailer on a public street.
- (b) It shall be unlawful for any person to moor, anchor, park or otherwise situate a boat unattended on or within the shoreline or waterfront of any city park or public lands owned or maintained by the city between the hours of 11:00 p.m. and 6:00 a.m.
- (c) The owner of a boat is responsible and liable for any violation of this section unless the owner can furnish evidence that the boat was, at the time of the violation, in the care, custody or control of another person. In such instances, the owner of the boat is required, within a reasonable time after notification of the violation, to

furnish to the appropriate law enforcement authorities an affidavit setting forth the name and address of the person who leased, rented or otherwise had the care, custody or control of the boat. The affidavit submitted pursuant to this subsection shall be admissible in a proceeding charging a violation of this section and shall raise the rebuttable presumption that the person identified in the affidavit is responsible for the violation of this section. The owner of a boat is not responsible for a violation of this section if the boat involved was, at the time, stolen or in the care, custody or control of some person who did not have permission of the owner to use the boat.

Sec. 114-80. Reserved. Wakeboarding in Lake Mizell prohibited.

~~Wakeboarding and activities using similar devices shall not be allowed in Lake Mizell. It shall be unlawful for any person to wakeboard or engage in activities using devices similar to wakeboards within Lake Mizell. No person shall operate a motor boat towing a wakeboarder or person using a similar device within Lake Mizell.~~

Sec. 114-81. Boat ramps prohibited.

The City of Winter Park shall be prohibited from permitting the construction or use of any public boat ramp on Lake Killarney. The prohibition on public boat ramps shall also include any commercial boat ramps used for the sale of boats, jet skis, etc. Private boat ramps used exclusively by a private neighborhood association, apartment or condominium complex shall not be construed to be public boat ramps if use of those boat ramps is restricted exclusively to property owners or members of that association.

Sec. 114-82. Prohibited Use of Public Boat Ramps for Commercial Rentals

(a) Prohibition of Commercial Rentals at Public Boat Ramps. It is prohibited for any person to use public boat ramps and their related public grounds and facilities within the city limits of Winter Park for the purpose of renting out motorboats, including personal watercraft.

(b) Penalties. A violation of this section is a Class IV violation and will result in a fine of \$300.00 plus applicable administrative fees and applicable court costs. Each day of violation shall be considered a separate offense. In accordance with section 1-23 each successive repeat violation shall be subject to a civil penalty for the next higher violation classification. In addition to issuing fines, the city is authorized to remove any motorboats, including personal watercraft, in violation of this section from public property.

SECTION 5. Adoption of Referenced Figure Maps. The map attached to this Ordinance as Exhibit "A" is hereby adopted as Figure 1 as referenced in Section 114-65, Winter Park Code of Ordinances. The map attached to this Ordinance as Exhibit "B" is hereby adopted as Figure 2 as referenced in Section 114-65, Winter Park Code of Ordinances.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or

unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 8. Codification. Sections 2 through 4 of this Ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, subsection number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or City Code may be freely made.

SECTION 9. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

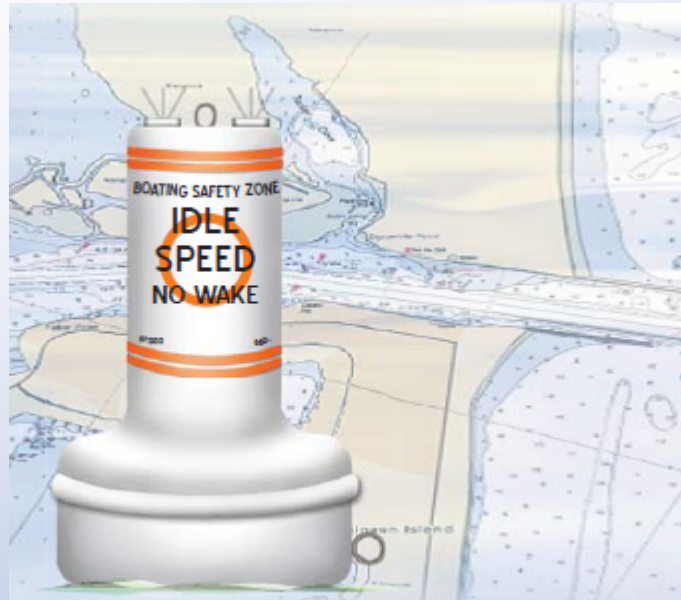
ADOPTED this 28th day of May, 2025 by the City Commission of the City of Winter Park, Florida.

Mayor Sheila DeCiccio

ATTEST:

Rene Cranis, City Clerk

Establishing Boating Restriction Zones

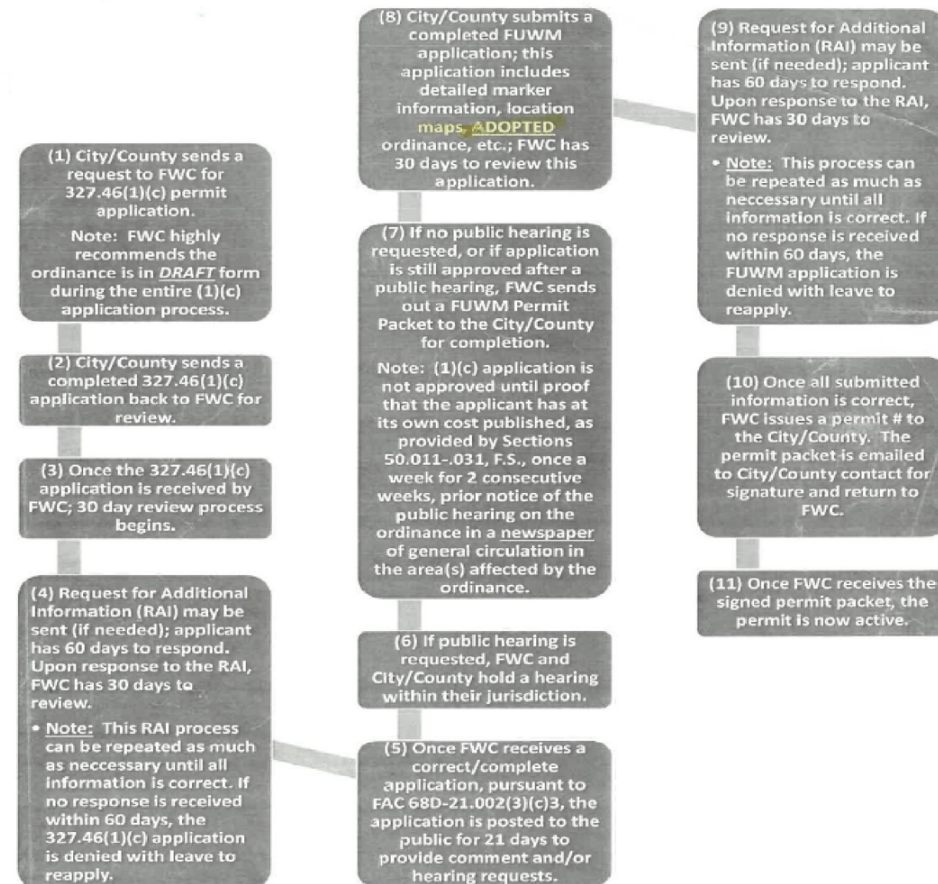


Florida Uniform Waterway Marker (FUWM) Process

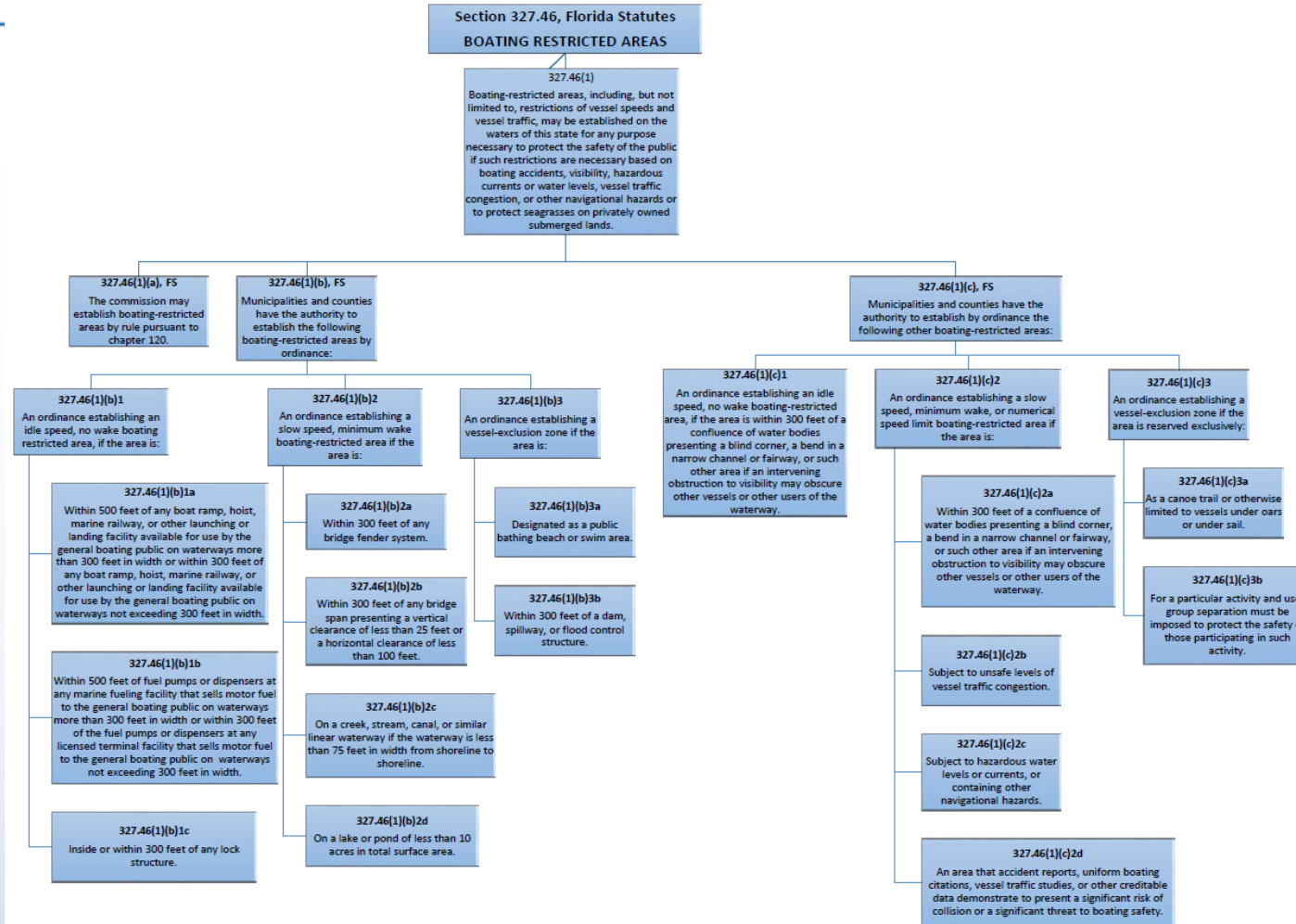


- Florida Uniform Waterway Marker (FUWM) Permit
- Florida Fish and Wildlife Conservation Commission (FWC) Coordination
- Adopted City Ordinance
- Public Hearings

F.A.C. 327.46(1)(c) Application Process:



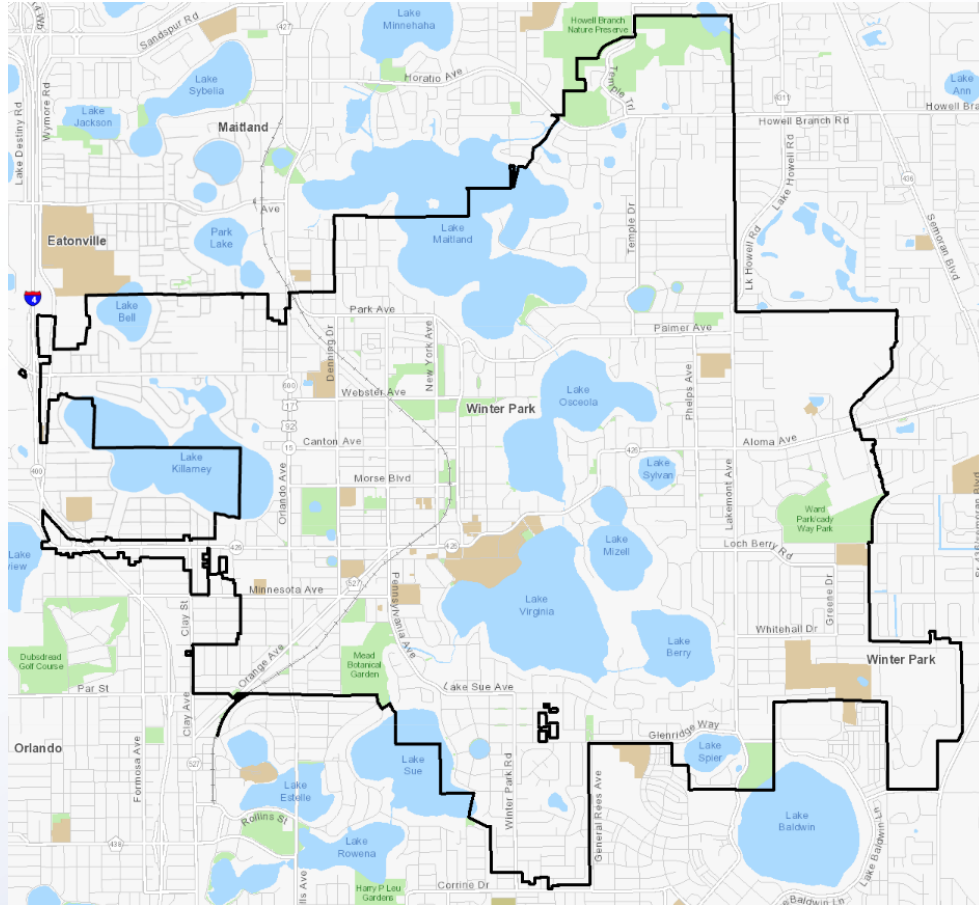
FWC Process



Proposed Zones

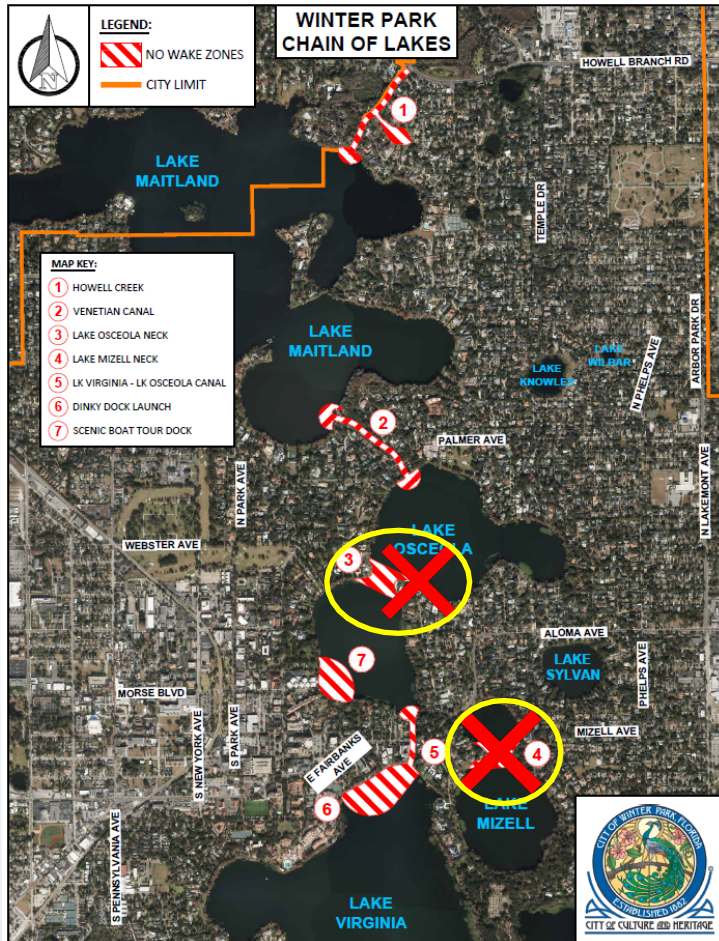


327.46(1)(b)2d
On a lake or pond of less than 10
acres in total surface area.



- **10 acres or less:** ~~Orlton, Compton, Forest Grace, Knowels, Mendsen, Midlet, Rose, Temple, Tuscany, Winbar~~
- **Chain of Lakes:** Maitland, Osceola, Mizell, Virginia
- **Informational buoys- 150 ft from shoreline:** Baldwin, Bell, Berry, Killarney, Sylvan, Spier, Sue, Sylvan
- **Howell Creek**

Proposed Zones



- **Chain of Lakes:** Maitland, Osceola, Mizell, Virginia
- Lakes & Waterway Board Previously Approved Zones

Zones: 6, 7

327.46(1)(b)1a
Within 500 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways more than 300 feet in width or within 300 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways not exceeding 300 feet in width.

327.46(1)(b)1b
Within 500 feet of fuel pumps or dispensers at any marine fueling facility that sells motor fuel to the general boating public on waterways more than 300 feet in width or within 300 feet of the fuel pumps or dispensers at any licensed terminal facility that sells motor fuel to the general boating public on waterways not exceeding 300 feet in width.

Zones: 1, 2, 5

327.46(1)(b)2c
On a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline.

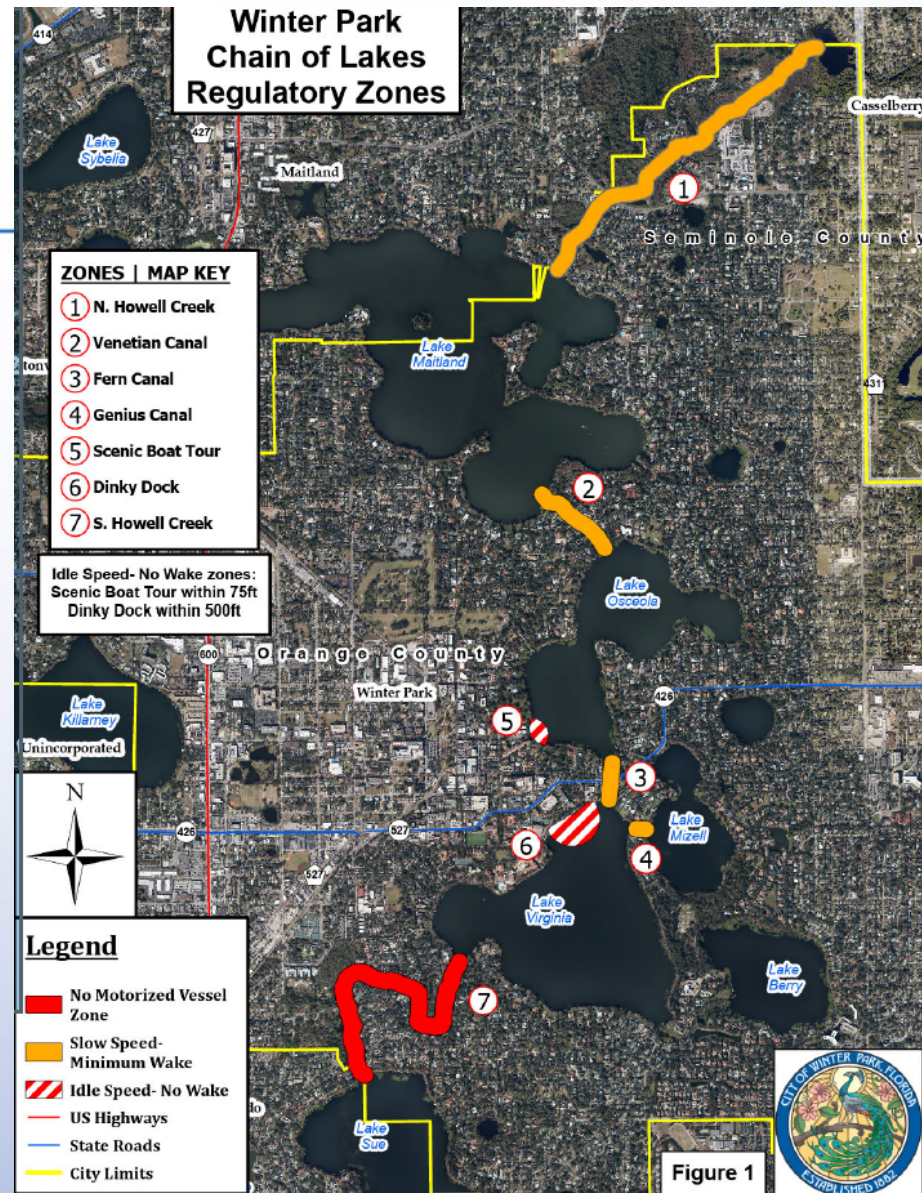
Zones: 1

327.46(1)(b)2d
On a lake or pond of less than 10 acres in total surface area.

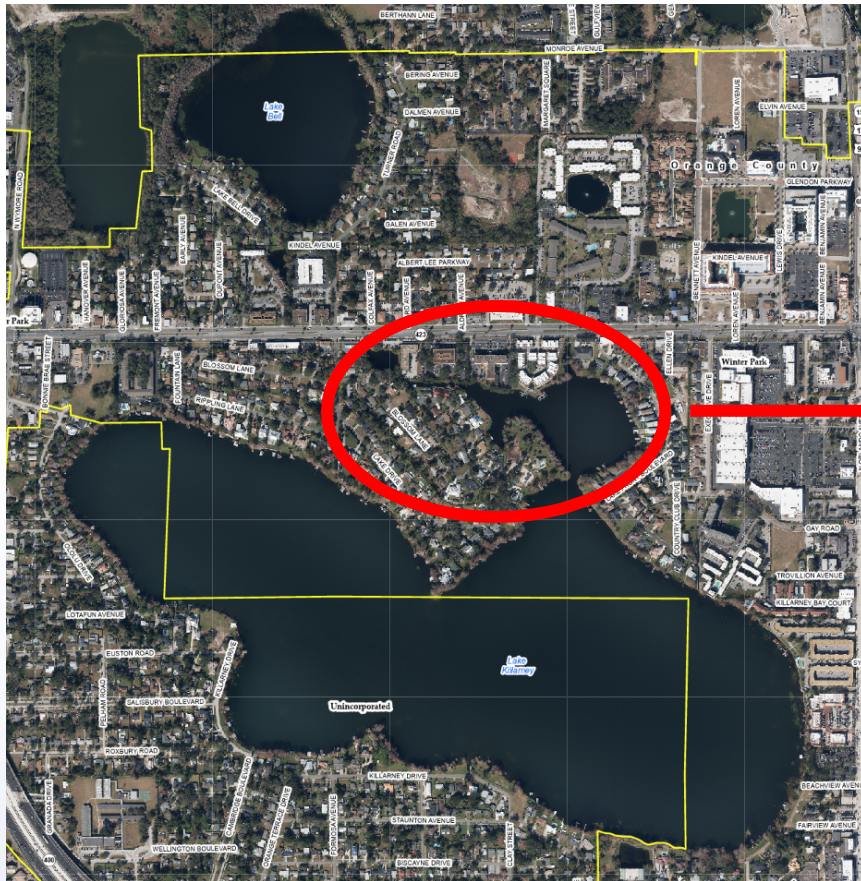
Zones: 3, 4

327.46(1)(b)2b
Subject to the levels of vessel traffic congestion.

Proposed Zones



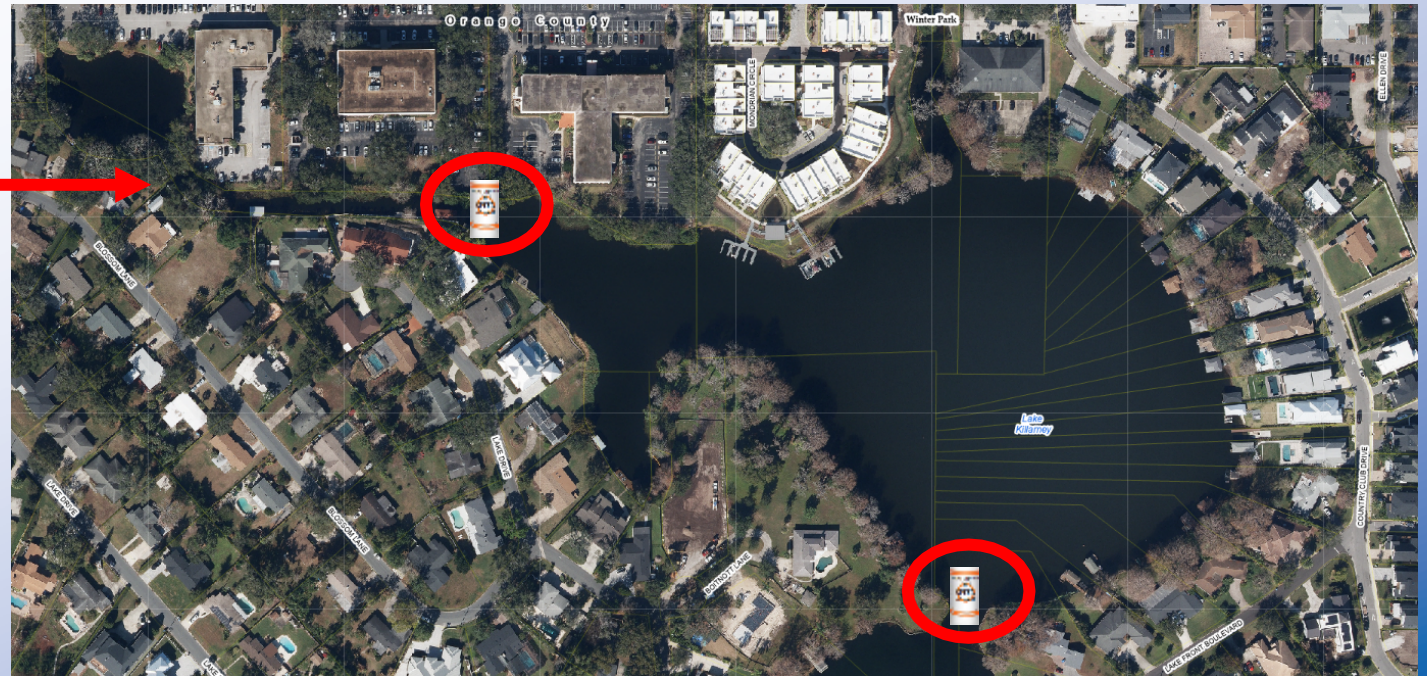
Proposed Zones



- Lake Killarney

327.46(1)(b)2c

On a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline.

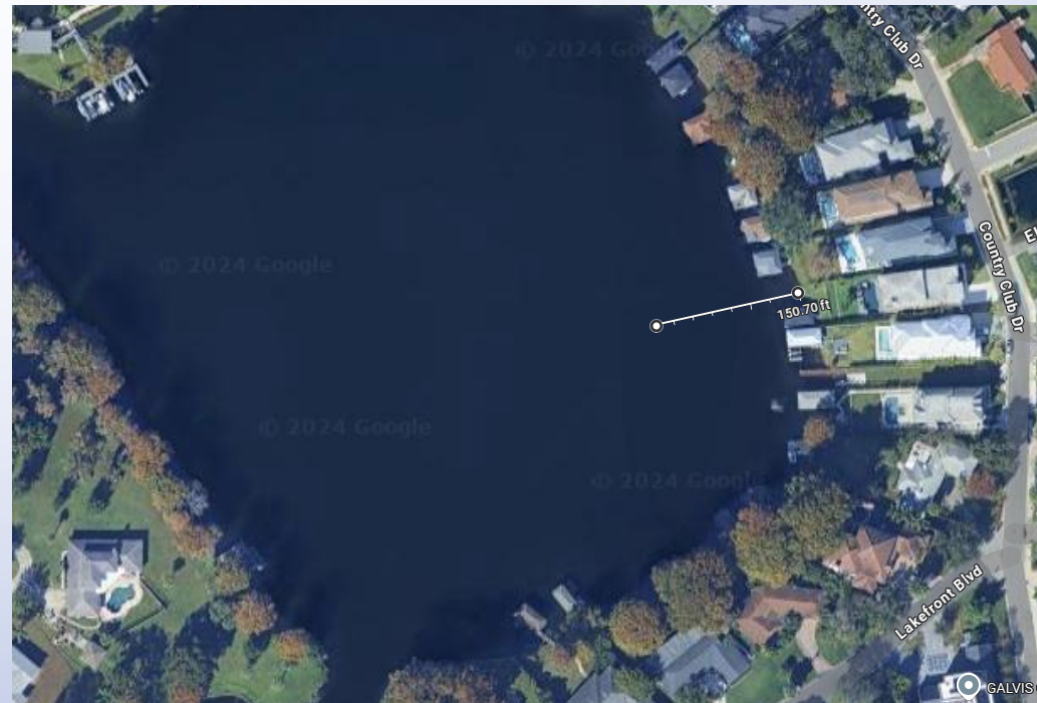


Proposed Zones

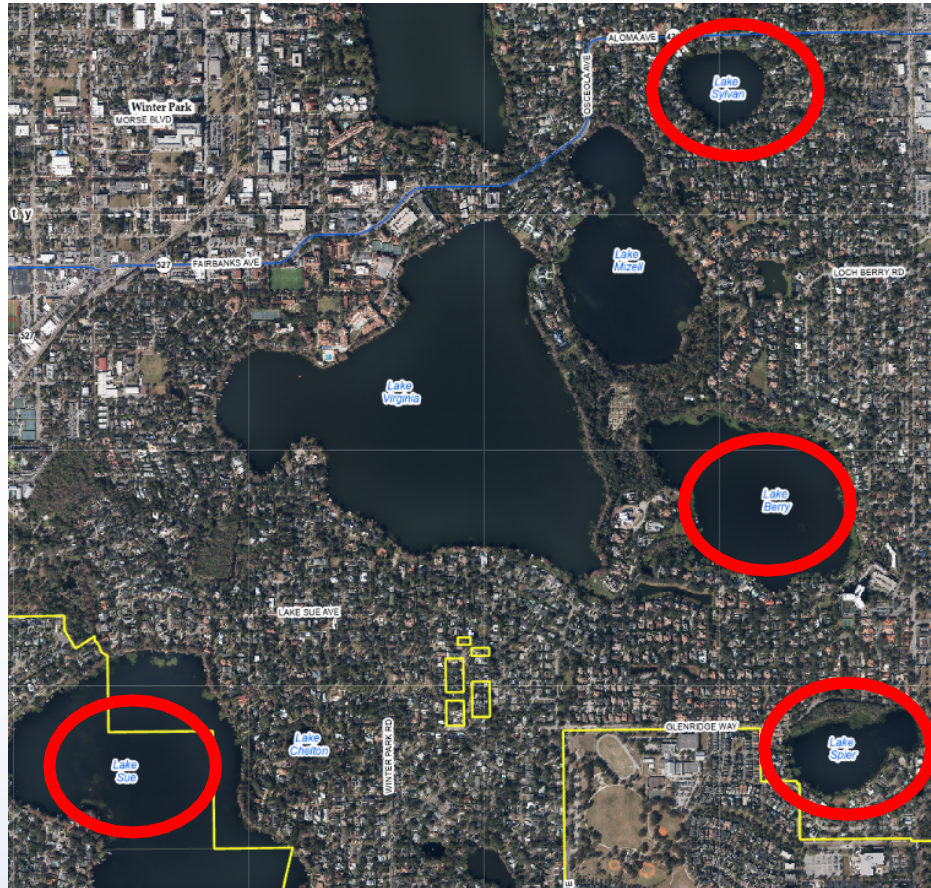


- 150 ft from Shoreline- Idle Speed/No Wake

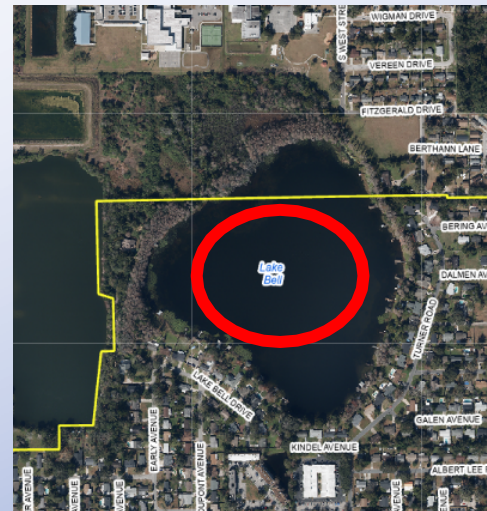
327.46(1)(c)2b
Subject to unsafe levels of
vessel traffic congestion.



Proposed Zones



- **Informational buoys- 150 ft from shoreline:**
Baldwin, Bell, Berry, Killarney, Sylvan, Spier,
Sue, Sylvan





Establishing Lake Closures

Emergency Management Ordinance

City to issue and enforce emergency ordinances, declarations, and orders pertaining to emergency management establishment and enforcement of "No Wake" Zones in public access lakes is necessary to protect adjacent persons and property following a major storm or flooding event.

Winter Park Chain of Lakes Regulatory Zones

ZONES | MAP KEY

- ① N. Howell Creek
- ② Venetian Canal
- ③ Fern Canal
- ④ Genius Canal
- ⑤ Scenic Boat Tour
- ⑥ Dinky Dock
- ⑦ S. Howell Creek

Idle Speed- No Wake zones:
Scenic Boat Tour within 75ft
Dinky Dock within 500ft

Unincorporated



Legend

- No Motorized Vessel Zone
- Slow Speed- Minimum Wake
- Idle Speed- No Wake
- US Highways
- State Roads
- City Limits

Figure 1



Winter Park Chain of Lakes Regulatory Killarney Regulatory Zone

