



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

Regular Meeting

June 25, 2026

6:30 PM

Call to Order

Determination of a Quorum

Invocation and Pledge of Allegiance

1. Approval of Minutes

A. **Regular Meeting Minutes** – June 11, 2026

2. PRESENTATION

A. Florida League of Cities — Eryn Alcorn

3. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCE

A. **ORDINANCE 26-17**: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 98, SECTION 98-192 TO CLARIFY THE SETBACK REQUIREMENTS FOR DETACHED GARAGES IN THE HISTORIC DOWNTOWN DISTRICT OVERLAY; AMENDING CHAPTER 118, SECTIONS 118-263, 118-303, 118-348, 118-393, 118-453, 118-473, 118-487, 118-511, 118-513, 118-514, 118-518, 118-523, 118-858, 118-1064, AND 118-1090 TO ADD ACCESSORY DWELLING UNITS AS PERMITTED ACCESSORY USES IN THE R1-A, R-1, R-1B, R-2, R-4, R-5, R-NC, RNC-2, PUD, UVPUD, AND CAPUD ZONING DISTRICTS; AMENDING CHAPTER 118, SECTION 118-1310 RELATING TO ACCESSORY BUILDINGS AND ACCESSORY STRUCTURES TO AMEND AND CLARIFY DEVELOPMENT REQUIREMENTS ACCESSORY STRUCTURES AND ACCESSORY BUILDINGS INCLUDING SPECIFIC PROVISIONS FOR DETACHED GARAGES, FRONT PORCHES, AND ACCESSORY DWELLING UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE – **Planning Director Carson**

4. REGULAR BUSINESS

- A. Recommendation to approve Temporary Construction Yard License Agreement with WGH Properties, LLC to allow use of properties for construction activities at 8 North Highland Ave – **Assistant City Manager for Public Services Pash**
- B. Recommendation to piggyback City of Orlando Contract with Waste Management, Inc. of Florida for processing and disposal of waste – **Assistant City Manager for Public Services Pash**
- C. Recommendation to approve lien reduction and removal of Code Enforcement liens for 249 Center Street – **Assistant City Manager for Public Services Pash**
- D. Recommendation to approve lien reduction and removal of Code Enforcement liens for 281 Center Street – **Assistant City Manager for Public Services Pash**
- E. BOARD APPOINTMENTS: **Architectural Review & Historic Preservation Board** – **Planning Director Carson**
- F. BOARD APPOINTMENTS: **Election Canvassing Board** – **City Clerk Martin**

5. Matters From Public - (Limited to 3 minutes per speaker)

6. Matters From City Attorney - A. Kurt Ardaman

7. Matters From City Manager - Jon C. Williams

8. Matters From Mayor and Commissioners

9. Adjourn Regular Meeting on Thursday, July 9, 2026 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

NOTICES:

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

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

Pursuant to Florida Statutes 282.601, 286.603, and the Americans with Disabilities Act (ADA), the City of Winter Garden makes every effort to ensure that those with disabilities have access to electronic information provided to the public, except when compliance with those sections impose an undue burden on the agency. In the event of difficulty accessing this publicly provided information, please contact the City Clerk's Office at (407) 656-4111, Ext. 6237, for assistance.



Those needing assistance to participate in any of these proceedings should contact the City Clerk's Office at least 48 hours in advance of the meeting (407) 656-4111 Ext 6327.



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Department (407) 656-4111 Ext. 5455.



Minutes

City Commission

June 11, 2026, 6:30 p.m.

Regular Meeting of the City of Winter Garden City Commission was called to order by Mayor Rees at 6:30 PM at City Hall, 300 West Plant Street, Winter Garden, Florida. An Opening Invocation and Pledge of Allegiance were given.

Present:

Mayor John Rees
Commissioner District 1 - Lisa L. Bennett
Commissioner District 2 - Iliana R. Jones
Commissioner District 3 - Chloe Johnson
Commissioner District 4 - Colin Sharman

Also Present:

City Manager - Jon C. Williams
City Attorney - A Kurt Ardaman
City Clerk - Ronisha Martin

1. Approval of Minutes

A. Regular Meeting Minutes – May 28, 2026

Motion by Commissioner Sharman to approve regular meeting minutes of May 28, 2026. Seconded by Commissioner Johnson and carried unanimously 5-0.

2. PRESENTATION

A. Oath of Office - New Police Officers

Police Chief Steve Graham introduced and administered the oath of office to new Police Officers Renan Lacerda, Ronald Satallante, Isabella Grogan and Victor Boothe.

B. Proclamation 26-10: Proclaiming Adams-Onís Treaty Chapter of the Daughters of the American Revolution (DAR) – America 250 Celebration was read and presented by Mayor Rees and the City Commission. Julie Butler thanked the Commission and shared that the Chapter is new to the area and will celebrate its sixth anniversary in July and looks forward to partnering with local organizations and giving back to the community.

3. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCE

A. ORDINANCE 26-17: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 98, SECTION 98-192 TO CLARIFY THE

SETBACK REQUIREMENTS FOR DETACHED GARAGES IN THE HISTORIC DOWNTOWN DISTRICT OVERLAY; AMENDING CHAPTER 118, SECTIONS 118-263, 118-303, 118-348, 118-393, 118-453, 118-473, 118-487, 118-511, 118-513, 118-514, 118-518, 118-523, 118-858, 118-1064, AND 118-1090 TO ADD ACCESSORY DWELLING UNITS AS PERMITTED ACCESSORY USES IN THE R1-A, R-1, R-1B, R-2, R-4, R-5, R-NC, RNC-2, PUD, UVPUD, AND CAPUD ZONING DISTRICTS; AMENDING CHAPTER 118, SECTION 118-1310 RELATING TO ACCESSORY BUILDINGS AND ACCESSORY STRUCTURES TO AMEND AND CLARIFY DEVELOPMENT REQUIREMENTS ACCESSORY STRUCTURES AND ACCESSORY BUILDINGS INCLUDING SPECIFIC PROVISIONS FOR DETACHED GARAGES, FRONT PORCHES, AND ACCESSORY DWELLING UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 26-17 by title only. Planning Director Kelly Carson stated that Ordinance 26-17 proposes amendments to Chapters 98 and 118 of the City's Code of Ordinances relating to accessory structures, detached garages, front porches, and accessory dwelling units (ADUs). She explained that the ordinance would expand ADUs as a permitted accessory use in most residential zoning districts and establish standards for their location, size, height, parking, architectural design, and occupancy. Ms. Carson noted that ADUs would be limited to one per homesteaded single-family residential lot, could not be sold separately or used as short-term rentals, and are intended to provide additional housing opportunities while preserving neighborhood character. She added that detached garages would be required to be located behind the principal structure and comply with new setback standards that align with the Historic District Overlay requirements. Staff recommended approval.

There were discussions regarding the purpose and impact of the proposed accessory dwelling unit (ADU) regulations. Ms. Carson explained that the ordinance originated from efforts to address inconsistencies between detached garage regulations and Historic District Overlay requirements and evolved into a broader review of accessory structure regulations, including ADUs. Concerns were raised related to increased residential density in single-family neighborhoods, parking requirements, lot coverage limitations, and rental use of ADUs. Discussion also addressed the potential benefits of ADUs in providing affordable housing opportunities, supporting multigenerational living arrangements, and allowing residents to age in place. Ms. Carson clarified that ADUs would remain subject to existing lot coverage standards, require additional off-street parking, and be permitted only on homesteaded properties.

Motion by Commissioner Sharman to approve Ordinances 26-17 with second reading and public hearing June 25, 2026. Seconded by Commissioner Bennett and carried unanimously 5-0.

4. REGULAR BUSINESS

- A. **RESOLUTION 26-06:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, ADOPTING A POLICY GOVERNING THE ISSUANCE OF TEMPORARY USE PERMITS FOR THE TEMPORARY OUTDOOR SALE OF FIREWORKS WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Resolution 26-06 by title only. Planning Director Kelly Carson stated that Resolution 26-06 establishes a formal City policy governing the issuance of Temporary Use Permits (TUPs) for the temporary outdoor sale of fireworks. She explained that the policy is intended to ensure compliance with Florida law while providing a clear and consistent process for reviewing and allocating permits. Ms. Carson noted that the City may approve up to three fireworks vendors and issue a maximum of six permits per fiscal year, with no more than three permits issued for each seasonal sales period. She further explained that vendors would be selected on a first-come, first-served basis and would be required to comply with all applicable City code, fire safety, and code enforcement requirements. The policy also establishes application procedures and clarifies that approvals are non-renewable and do not create vested rights to future permits. Staff recommended approval.

There were discussions regarding the number of fireworks tents permitted within the City. Ms. Carson stated that three tents operated during the previous New Year's season and clarified that the proposed policy is consistent with past practices and state law. The policy limits vendors to one location per holiday season and establishes a first-come, first-served permit process.

Motion by Commissioner Sharman to approve Resolution 26-06. Seconded by Commissioner Jones and carried unanimously 5-0.

- B. Recommendation to approve Back to School Bash Special Event Newton Park/Farnsworth Pool on Saturday, August 1, 2026 from 10:00 a.m. to 2:00 p.m.

Planning Director Kelly Carson stated that the 2026 Back-to-School Bash is scheduled for August 1, 2026, at Newton Park and Farnsworth Pool and will include family activities, pool activities, and the distribution of school supplies.

There was discussion regarding attendance; it was noted that the event was well attended in previous years and is open to all area students and families.

Motion by Commissioner Jones to approve Back to School Bash SPECIAL EVENT- Newton Park/Farnsworth Pool on Saturday, August 1, 2026 from 10:00 a.m. to 2:00 p.m. Seconded by Commissioner Johnson and carried unanimously 5-0.

5. **Matters From Public** -There were no items.

6. **Matters From City Attorney**

City Attorney Kurt Ardaman provided an update regarding a recently filed legal challenge to a proposed constitutional amendment related to property tax. He explained that the lawsuit alleges the ballot title is misleading and does not accurately reflect the substance of the resolution. Mr. Ardaman noted that the challenge was filed by a nonprofit organization and that additional individuals and local governments may join the effort. He further advised that the Attorney General may revise the ballot language but is not required to do so. It was noted that, if approved by voters, the amendment could significantly affect local government revenues, operations, programs, and services throughout Florida.

7. Matters From City Manager - Jon C. Williams

City Manager Jon C. Williams provided an update regarding the potential fiscal impacts of the proposed homestead exemption constitutional amendment. He reported that the amendment could significantly reduce property tax revenues, with projected deficits increasing to approximately \$7.4 million under the proposed \$150,000 exemption and \$10.7 million under the proposed \$250,000 exemption. Mr. Williams noted that staff is evaluating options to address potential revenue losses, including the reduction of non-core services, implementation of additional user fees, and other revenue-generating measures. He emphasized that staff will continue to analyze the impacts and provide recommendations as additional information becomes available.

Mr. Williams also announced that the City of Winter Garden Fire Department earned an ISO Class 1 Protection Rating, placing the department among the top 1% of rated fire departments nationwide. Additional announcements included the City's partnership with DNA Collective, the release of the 2026 event season schedule, the Garden Theatre's Summer Flicks program, and the upcoming Juneteenth Community Celebration on June 20, 2026, at Charlie Mae Wilder Park from 10:00 a.m. to 1:00 p.m.

8. Matters From Mayor and Commissioners

Commissioner Bennett thanked City staff for their hard work and dedication, noting that their efforts help the Commission and the City operate effectively. She also expressed appreciation for the service of the City's first responders.

Commissioner Jones thanked City staff for their continued efforts and congratulated the Fire Department on achieving an ISO Class 1 Protection Rating.

Commissioner Johnson echoed appreciation for City staff, first responders, and the Fire Department, recognizing their hard work, sacrifices, and recent accomplishments.

Commissioner Sharman spoke of ongoing traffic concerns along Marsh Road and stated that he would continue exploring potential solutions. He also remarked that he does not intend to run for Mayor at this time.

Mayor Rees congratulated the Fire Department on its achievement, expressed appreciation to City staff for their continued efforts, and stated that he looked forward to the upcoming Juneteenth Community Celebration.

9. Adjourn

The meeting adjourned at 7:15 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Ronisha Martin

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director
Via: City Manager Jon C. Williams
Date: June 4, 2026 **Meeting Date:** June 25, 2026
Subject: **Ordinance 26-17**
Issue: Amending City of Winter Garden Code of Ordinances regarding accessory structures and accessory buildings.

Discussion:

Ordinance 26-17 amends multiple sections of the City of Winter Garden's Land Development Code to clarify standards for accessory structures & accessory buildings and formally expand where accessory dwelling units (ADUs) are permitted throughout the City. The ordinance allows ADUs as a permitted accessory use in several residential zoning districts, including R-1A, R-1, R-1B, R-2, R-4, R-5, R-NC, RNC-2, PUD, UVPUD, and CAPUD districts, subject to specific development standards. The ordinance also updates and refines definitions for accessory buildings, accessory structures, detached garages, front porches, and principal structures in order to improve clarity, consistency, and administration of the City's code.

This ordinance is establishes detailed design and placement standards for detached garages and ADUs. The ordinance requires detached garages and ADUs to generally be located behind the principal structure, establishes setback, height, and architectural compatibility requirements, and encourages alley-loaded access to minimize the visual impact of garages on streetscapes. It also permits front porches to encroach into required front setbacks to reinforce traditional neighborhood design patterns. For ADUs, the ordinance establishes standards related to size, parking, owner occupancy, utilities, rental restrictions, and compatibility with the principal residence, while also clarifying that ADUs do not count toward density calculations and may not be sold separately from the primary home.

Recommended Action:

Staff recommends adoption of Ordinance 26-17.

Attachment(s)/References:

Ordinance 26-17
Business Impact Estimate

ORDINANCE 26-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 98, SECTION 98-192 TO CLARIFY THE SETBACK REQUIREMENTS FOR DETACHED GARAGES IN THE HISTORIC DOWNTOWN DISTRICT OVERLAY; AMENDING CHAPTER 118, SECTIONS 118-263, 118-303, 118-348, 118-393, 118-453, 118-473, 118-487, 118-511, 118-513, 118-514, 118-518, 118-523, 118-858, 118-1064, AND 118-1090 TO ADD ACCESSORY DWELLING UNITS AS PERMITTED ACCESSORY USES IN THE R1-A, R-1, R-1B, R-2, R-4, R-5, R-NC, RNC-2, PUD, UVPUD, AND CAPUD ZONING DISTRICTS; AMENDING CHAPTER 118, SECTION 118-1310 RELATING TO ACCESSORY BUILDINGS AND ACCESSORY STRUCTURES TO AMEND AND CLARIFY DEVELOPMENT REQUIREMENTS ACCESSORY STRUCTURES AND ACCESSORY BUILDINGS INCLUDING SPECIFIC PROVISIONS FOR DETACHED GARAGES, FRONT PORCHES, AND ACCESSORY DWELLING UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has identified the need to clarify setback requirements and placement standards for detached garages in order to promote rear-loaded access and minimize the visual impact of garages on public streets; and

WHEREAS, the City desires in its residential areas to preserve and reinforce traditional development patterns, architectural character, and pedestrian-oriented designs of those neighborhoods; and

WHEREAS, the City Commission finds that clear and consistent dimensional standards for detached garages are necessary to ensure compatibility with a traditional development pattern and to maintain appropriate building placement and streetscape character; and

WHEREAS, the City Commission further finds that refining the definitions and development standards for detached garages and front porches will improve the clarity, administration, and enforceability of the City's Land Development Regulations; and

WHEREAS, the allowance for front porch encroachments into required front setbacks is consistent with traditional neighborhood design principles and supports pedestrian interaction, neighborhood character, and architectural compatibility; and

WHEREAS, the City Commission recognizes that accessory dwelling units provide opportunities for diverse and attainable housing options, support multigenerational living arrangements, and allow for more efficient use of existing residential properties while maintaining neighborhood character; and

WHEREAS, the proposed amendments are consistent with the goals, objectives, and policies of the City’s Comprehensive Plan, including those related to community character, urban design, and compatible infill development; and

WHEREAS, the City Commission in good faith determines that this Ordinance is in the best interest of the City and its residents and promotes the health, safety and welfare of the public.

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

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. Authority. The City of Winter Garden has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 3. City Code Amendment. Chapter 98, Section 98-192 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 98-192. – General Criteria and Standards.

(6) *Lot Layout.* New buildings, additions and alterations shall be designed so that the front facades of the buildings are closely aligned with other buildings on the block to maintain a uniform setback.

(a) Residential lot layout.

i. Setbacks: Setbacks apply to ~~both principal and accessory~~ structures and all accessory buildings over 160 square feet, except for detached garages and accessory dwelling units as noted below. Residential lot development shall have the following setbacks:

1. Front yard: 20 feet;
2. Rear yard: 25 feet or 15 feet from center of alley;
3. Side yard: Five feet; when a side yard is located adjacent to a street, the side yard setback shall be seven and one-half feet.

In the case of an infill lot, the setbacks shall match one or more of the existing setbacks on adjacent properties.

(b) New open porches, balconies, stoops and bay windows shall be permitted to encroach into the front yard by a maximum of ten feet or half the distance of the side setback.

(c) Garages and accessory dwelling units. Garages shall be detached and located ~~behind the principal structure~~ rearward of the rearmost point of the principal structure. Shared driveways are encouraged. Adjacent single-wide garage doors are preferable to a double-wide garage door when visible from the street. Driveways shall not exceed ten feet in width at the sidewalk. When an alley to the rear of the structure is present, garages shall be positioned so as to open onto such alley. A roof extension or covered walkway from residence to a garage is permitted, provided that such extension or cover is compatible and consistent with the architectural style of the roof of the principal structure. Garages shall be subject to the detached garage setback requirements of Section 118-1310.

An accessory dwelling unit (ADU) shall be permitted as an accessory use, subject to the applicable standards and requirements of Section 118-1310.

SECTION 4. City Code Amendment. Chapter 118, Section 118-263 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 118-263. – Permitted accessory uses and structures.

Permitted accessory uses and structures in the R-1A single-family residential district are the accessory uses and structures customarily incidental and subordinate to permitted principal uses and structures, provided that for residential uses, no accessory structure shall be located on property other than that on which the principal residential structure is located. Customary home occupations are permitted in connection with residential uses, provided that there shall be no external evidence of such home occupation, except that one sign, unilluminated, and not exceeding one square foot in area may be erected flat against the wall of the principal building. An accessory dwelling unit (ADU) shall be permitted as an accessory use, subject to the applicable standards and requirements of Section 118-1310.

SECTION 5. City Code Amendment. Chapter 118, Section 118-303 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 118-303. – Permitted accessory uses and structures.

Permitted accessory uses and structures in the R-1 single-family residential district are the accessory uses and structures customarily incidental and subordinate to permitted principal uses and structures, provided that for residential uses no accessory structure shall be located on property other than that on which the principal residential structure is located. Customary home occupations are permitted in connection with residential uses, provided that there shall be no external evidence of such home occupation, except that one sign, unilluminated, and not exceeding one square foot in area, may be erected flat against the wall of the principal building. An accessory dwelling unit (ADU) shall be permitted as an accessory use, subject to the applicable standards and requirements of Section 118-1310.

SECTION 6. City Code Amendment. Chapter 118, Section 118-348 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 118-348. – Permitted accessory uses and structures.

Permitted accessory uses and structures in the R-1B single-family residential district are the accessory uses and structures customarily incidental and subordinate to permitted principal uses and structures, provided that for residential uses no accessory structure shall be located on property other than that on which the principal residential structure is located. Customary home occupations are permitted in connection with residential uses, provided that there shall be no external evidence of such home occupation, except that one sign, unilluminated, and not exceeding one square foot in area, may be erected flat against the wall of the principal building. An accessory dwelling unit (ADU) shall be permitted as an accessory use, subject to the applicable standards and requirements of Section 118-1310.

SECTION 7. City Code Amendment. Chapter 118, Section 118-393 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 118-393. – Permitted accessory uses and structures.

Permitted accessory uses and structures in the R-2 residential district are the accessory uses and structures customarily incidental and subordinate to permitted principal uses and structures, provided that for residential uses no accessory structure shall be located on property other than that on which the principal residential structure is located. Customary home occupations are permitted in connection with residential uses, provided that there shall be no external evidence of such home occupation, except that one sign,

unilluminated, and not exceeding one square foot in area, may be erected flat against the wall of the principal building. An accessory dwelling unit (ADU) shall be permitted as an accessory use, subject to the applicable standards and requirements of Section 118-1310.

SECTION 8. City Code Amendment. Chapter 118, Section 118-453 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 118-453. – Permitted accessory uses and structures.

Permitted accessory uses and structures in the R-4 zoning districts are the accessory uses and structures customarily incidental and subordinate to permitted principal uses and structures, provided that for residential uses no accessory structure shall be located on property other than that on which the principal residential structure is located. Customary home occupations are permitted in connection with residential uses, provided that there shall be no external evidence of such home occupation, except that one sign, unilluminated, and not exceeding one square foot in area, may be erected flat against the wall of the principal building. Home occupations shall have no customers or employees visiting the site. Only inside storage of material and goods is allowed. No outdoor assemble or work is allowed as part of the home occupation. An accessory dwelling unit (ADU) shall be permitted as an accessory use, subject to the applicable standards and requirements of Section 118-1310.

SECTION 9. City Code Amendment. Chapter 118, Section 118-473 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 118-473. – Permitted accessory uses and structures.

Permitted accessory uses and structures in the R-5 zoning districts are the accessory uses and structures customarily incidental and subordinate to permitted principal uses and structures, provided that for residential uses no accessory structure shall be located on property other than that on which the principal residential structure is located. Customary home occupations are permitted in connection with residential uses, provided that there shall be no external evidence of such home occupation, except that one sign, unilluminated, and not exceeding one square foot in area, may be erected flat against the wall of the principal building. Home occupations shall have no customers or employees visiting the site. Only inside storage of material and goods is allowed. No outdoor assemblage or work is allowed as part of the home occupation. An accessory dwelling unit (ADU) shall be permitted as an accessory use, subject to the applicable standards and requirements of Section 118-1310.

SECTION 10. City Code Amendment. Chapter 118, Section 118-487 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 118-487. – Permitted uses and structures.

Permitted principal and accessory uses and structures in the R-NC residential-neighborhood commercial district are as follows:

- (1) Single-family and two-family dwellings.
- (2) Public schools and private schools with academic curriculums similar to those in public schools.
- (3) Churches.
- (4) Public parks, playgrounds in keeping with the character and requirements of the district.
- (5) An accessory dwelling unit (ADU) shall be permitted as an accessory use, subject to the applicable standards and requirements of Section 118-1310.

SECTION 11. City Code Amendment. Chapter 118, Sections 118-511, 118-513, 118-514, 118-518, and 118-523 of the Winter Garden Code of Ordinances are hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 118-511. – Definitions.

In addition to the definitions found in section 118-486, the following definitions apply to the RNC-2 zoning district:

Accessory dwelling unit or garage apartment. ~~(As defined in section 118-1310), is a secondary dwelling unit that is in compliance with the Florida Residential Building Code latest edition (kitchen and bathroom facilities) and is either attached or detached and subordinate to the permitted principal dwelling unit in accordance with the provisions of this chapter. Accessory dwelling units are intended to be secondary and accessory to the main structure. An accessory dwelling unit must have a minimum living area of 300 square feet of but shall not have over 700 square feet of living area. In addition, an accessory dwelling unit shall occupy no more than 40 percent of the total heated, above grade floor area of the main dwelling unit. An accessory dwelling unit shall be located on the same lot or parcel as the main (or parent) dwelling unit and shall be considered a multifamily dwelling unit for the purpose of assessing impact fees. Only one accessory dwelling unit shall be allowed per parcel. No accessory dwelling units shall be allowed~~

~~on lots containing two or more attached dwelling units such as duplexes, townhomes, tandem housing and apartments.~~

Tandem housing. (As defined in section 118-519).

Sec. 118-513. – Permitted accessory uses and structures.

Permitted accessory uses and structures in the RNC-2 zoning district are the accessory uses and structures customarily incidental and subordinate to permitted principal uses and structures, provided that for residential uses no accessory structure shall be located on property other than that on which the principal residential structure is located. Customary home occupations are permitted in connection with residential uses, provided that there shall be no external evidence of such home occupation, except that one sign, unilluminated, and not exceeding one square foot in area, may be erected flat against the wall of the principal building. Only inside storage of material and goods is allowed. No outdoor assembly or work is allowed as part of the home occupation. An accessory dwelling unit (ADU) shall be permitted as an accessory use, subject to the applicable standards and requirements of Section 118-1310.

Sec. 118-514. – Special Exceptions.

Special exception uses and structures in the RNC-2 zoning districts are as follows:

- (1) Existing rooming houses (as allowed as a special exception in the R-NC zoning district).
- (2) Convalescent homes and nursing homes.
- (3) Public and private clubs and lodges not involved in the conduct of commercial activities.
- (4) Cultural facilities.
- (5) Day care facilities.
- (6) Multifamily buildings.
- (7) Single family attached housing (townhomes).
- (8) Funeral homes.
- (9) Tandem housing (as defined in section 118-519).
- (10) Unless specifically prohibited, any commercial business that are identified as a permitted principal use in the C-4 zoning district providing the parcel fronts and the building faces center street and is of a nature and intensity that will not negatively affect the adjacent residential neighborhood. Note: In order to protect the adjacent neighborhood, conditions such as number of deliveries, type and volume of services and goods sold, and hours of operation will be appropriate conditions of approval.
- (11) Upper story residential, above commercial uses.

~~(12) Accessory dwelling unit or garage apartment as defined in section 118-511 maximum one accessory dwelling unit per each single family lot with conditions set by the P and Z board concerning size, maximum number of occupancies, and nature of the use, and providing the owner of the property lives in either the main structure or the accessory dwelling unit or garage apartment.~~

~~(13)~~ Other uses of similar nature and intensity as approved by the planning and zoning board.

~~(14)~~ Any structure exceeding the maximum height requirement.

Sec. 118-518. – Minimum yard requirements.

In the RNC-2 zoning district, the minimum yard requirements are as follows:

...

~~(7) Accessory dwelling unit. Five feet for rear and side yard setbacks. Additional setback may be required as a condition of approval of the SEP. No accessory dwelling unit may be located in the front yard or the street side yard of a corner lot. See section 118-1310.~~

Sec. 118-523. – Minimum living area.

Each residential unit constructed in the RNC-2 zoning district constructed after January 1, 2007, must have the following living area:

...

~~(3) Accessory dwelling unit: Minimum living area of 300 square feet and a maximum living area of 700 square feet or 40 percent of the living area of the main unit, whichever is less. See section 118-1310.~~

SECTION 12. City Code Amendment. Chapter 118, Section 118-858 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 118-858. – Permitted uses.

Uses permitted in the planned unit development (PUD) may include and shall be limited to the following:

(1) *Primary residential uses.* Primary residential uses permitted are single-family detached and multifamily residential dwelling units, including apartments, in semidetached, attached, and multistoried structures. The term "residential planned unit development" as used in this article shall mean a planned unit development with primary residential uses and in addition may contain nonresidential uses as provided in subsection (2). An accessory dwelling unit (ADU) shall be permitted as an accessory use in a residential planned unit development, unless otherwise restricted

by the development's specific PUD ordinance, subject to the applicable standards and requirements of Section 118-1310.

SECTION 13. City Code Amendment. Chapter 118, Section 118-1064 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 118-1064. – General requirements.

- (a) The urban village planned unit development shall be located in the urban village future land use designation as defined in the city's comprehensive plan.
- (b) All development proposals within an urban village planned unit development shall, as determined by the city commission, be consistent with the requirements and/or guidelines of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden (Dated January 24, 2007) as approved by the city commission, as such may be amended from time to time.
- (c) All development within the urban village planned unit development shall comply with the Wekiva Parkway and Protection Act, and shall meet or exceed the standards of the resource protection overlay as established by the city's comprehensive plan. In the event of a conflict or conflicts between the urban village planned unit development zoning district and the resource protection overlay, the resource protection overlay shall control to the extent such conflict exists.
- (d) Maximum density in the urban village planned unit development for any neighborhood shall be four dwelling units per gross acre except in the village center where the density may be up to 12 dwelling units per gross acre. However, certain neighborhoods may use residential clustering while maintaining the overall maximum density for the neighborhood. Maximum intensity for nonresidential development is 0.3 floor area ratio.
- (e) Stormwater facilities within the urban village residential planned unit development shall generally be designed as amenities and low impact design (LID) techniques will be used where practical.
- (f) New development shall connect to city utilities, potable water, sanitary sewer, and reclaimed water when available.
- (g) Residential and nonresidential uses are allowed in the village center and may occupy the same building where nonresidential occupies the first floor with residential on the upper floors.
- (h) ~~Accessory dwelling units, not to exceed 850 square feet, above garages shall be allowed for a maximum of 50 percent of the residential units in the urban village planned unit development.~~ An accessory dwelling unit (ADU) shall be permitted as an accessory use in an urban village planned unit development, unless otherwise

restricted by the development's specific UVPUD ordinance, subject to the applicable standards and requirements of Section 118-1310.

SECTION 14. City Code Amendment. Chapter 118, Section 118-1090 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 118-1090. – Permitted uses/development standards.

The permitted uses within the CAPUD shall be an aggregation of uses permitted by the previously existing zoning classifications of lands included within the development except as prohibited or restricted by the provisions of the east plant street character area and its overlay districts as set forth in article XIV or inconsistent with the comprehensive plan future land use designations of the lands. In aggregating permitted uses within a CAPUD, the mixture of uses may be limited by minimum and maximums of densities and intensities for each type of use. Any use not specifically set forth as a permitted use or special exception use in the CAPUD shall be prohibited. A CAPUD shall incorporate the requirements of article XIV except to the extent the city commission approves deviations to allow flexibility in the development. There are no minimum acreage requirements for CAPUD zoning. An accessory dwelling unit (ADU) shall be permitted as an accessory use for any single-family residential lot in a character area planned unit development, unless otherwise restricted by the development's specific CAPUD ordinance, subject to the applicable standards and requirements of Section 118-1310.

SECTION 15. City Code Amendment. Chapter 118, Section 118-1310 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 118-1310. – Generally.

(a) *Definitions.* For the purpose of this section, the following will be used as definitions:

Accessory buildings. An accessory building for both residential and nonresidential development is defined as a ~~building~~ vertical structure with a solid roof that is detached and clearly subordinate to the principal structure.

- ~~(1) Is detached from the principal building;~~
- ~~(2) Is clearly a supplementary use to the principal building; and~~
- ~~(3) The total square footage of all accessory buildings are less than 50 percent of the size of the principal building.; and~~
- ~~(4) Is not intended for human habitation.~~

Examples include storage buildings, residential green houses, detached garages, gazebos, covered porches (excluding front porches), accessory dwelling units, etc. Attached accessory buildings must comply with all setbacks and zoning regulations of the principal structure.

Accessory structures. An accessory structure is a vertical or horizontal (at-grade) structure that does not provide shelter from the elements and is either attached to or detached from the principal structure. Examples include swimming pools and pool screening and decking, Bar-B-Q pits, decks, at-grade patios, pergolas with open lattice roofs, etc. Not included in the definition of accessory structures and not regulated by this division of code are driveways, fences, walls, bird baths, and decorative ponds, and at grade patios.

Accessory Dwelling Units (ADUs). An accessory dwelling unit (ADU) means an ancillary or secondary living unit that has a separate kitchen, full bathroom, and living/sleeping area, existing within the same lot as the principal structure but not connected to it internally by enclosed living space.

Carports. A carport is structure that is open on at least two sides, consisting of a solid roof and either walls or columns for the purpose of sheltering vehicles. Carports can be either attached or detached to the principal structure.

Detached Garages. A detached garage is an accessory building designed and primarily used for the parking and storage of motor vehicles and incidental household items, which is not physically connected to the principal structure by a common wall or by enclosed living space. Detached garages may include living space above or adjacent to the vehicular storage area, including a dwelling unit subject to applicable regulations governing accessory dwelling units. A detached garage shall be considered the primary building for vehicular storage on a lot; any other detached structure used for vehicle storage, storage of materials, or other uses shall be classified as an accessory building and shall not be considered a detached garage for the purposes of this section.

Front Porches. A front porch is roofed structure attached to the front façade (and sometimes side façade for a wrap-around porch) of a principal structure, open to the air on at least two sides, and designed for pedestrian access and outdoor use. A front porch may be enclosed by railings or screens but shall not be fully enclosed with walls or conditioned as interior living space.

Greenhouses. A greenhouse is a building constructed for the primary purpose of cultivation, growing, and protection of plants.

Off-site constructed residential dwelling means as defined by Florida Statutes section 553.385 (2026), as may be amended, that complies with the Florida Building Code and is installed onsite on a permanent foundation.

Principal Structures. A principal structure is a building or structure in which the primary use of a lot or parcel is conducted or intended to be conducted. A principal structure is distinguished from accessory buildings and structures by serving the dominant or central function of the site.

- (b) General requirements. ~~In general, accessory buildings and structures must be located in the rear or side yards and must be five feet from the property lines.~~ Accessory buildings and structures cannot be located within any easements. ~~Accessory buildings and structures located in the street side of a corner lot must comply with the side yard setbacks of the principal building.~~ Accessory buildings and structures must be constructed simultaneously with, or following, the construction of the principal building structure, and shall not be used until after the principal building structure has been erected.

Accessory buildings and structures shall be designed to blend aesthetically with the principal building structure. Detached accessory building and structure walls shall not exceed nine feet in height, and roof peaks shall not exceed 12 feet in height unless otherwise noted below. Attached accessory buildings and structures may not exceed the height of the principal structure. ~~No accessory building may be located in the front yard or within any recorded easement.~~ No more than two such accessory buildings may be located on any lot, which includes detached garages and accessory dwelling units.

- (c) Accessory Structures. All accessory structures are required to be located at least five feet from the side and rear property lines, with the exception that vertical accessory structures shall have the same side yard setback as the principal structure when located on the street side of a corner lot. Horizontal, at-grade structures may be located in the front yard, but must be set back at least five feet from the front property line. Vertical accessory structures may be located in the front yard if they are attached to the principal structure and meet the setback requirements of the principal structure.
- (d) Accessory buildings. The total square footage of all accessory buildings on a property shall be less than 50 percent of the size of the principal structure.

(1) Accessory buildings—160 square feet or less. Accessory buildings that are detached from the principal building structure and are 160 square feet or less shall be:

- a. Located no less than five feet from a side or rear property line, and have the same sideyard setback as the principal building structure when located on the street side of a corner lot;
- b. ~~Be closer than four feet to any other accessory building on the same lot~~ If an accessory building is an open-air structure with only a roof and columns, there shall be no separation requirement from other structures or buildings. If the accessory building has walls or any enclosed area(s), it must meet the separation requirements of the Florida Building Code; and

c. Shall not be allowed to project beyond the established front building line of the principal ~~building~~ structure or otherwise be located in the front yard.

(2) *Accessory buildings—Greater than 160 square feet.* An accessory building greater than 160 square feet - excluding detached garages and accessory dwelling units as defined above - shall comply with the above requirements with the following exceptions:

a. An accessory building greater than 160 square feet must comply with all the setback requirements of the principal structure.

b. ~~An accessory building greater than 160 square feet must be separated from the principal structure by a minimum of ten feet~~ If an accessory building is an open-air structure with only a roof and columns, there shall be no separation requirement from other structures or buildings. If the accessory building has walls or any enclosed area(s), it must meet the separation requirements of the Florida Building Code.

c. ~~An accessory building greater than 160 square feet shall not occupy more than 25 percent of the rear yard.~~

(3) *Open eCarports.* ~~Detached or attached open carports consisting of a roof and members for support,~~ shall be located in either the front or side yard and must comply with all the setbacks of the principal ~~building~~ structure of the zoning district of the property.

(4) *Location criteria.* ~~No accessory building may be located in the front yard.~~

~~(d) *Accessory structures.* All accessory structures (i.e. structures that do not offer shelter from the weather such as Bar-B-Q pits, decks, swimming pools, residential dog houses, etc.) are required to comply with the location criteria and setbacks regulations as identified for accessory buildings. With the exception of the sideyard of the street side of a corner lot, attached and detached pools, pool screens, and pool decking may be located up to five feet of the side and rear property lines.~~

(e) *Prohibited accessory buildings and structures.* The following accessory buildings and structures are prohibited in all zones:

1. Tents (when used over a two-week period) unless approved by the city commission.
2. Trailers and mobile homes (when used as an accessory building), except for off-site constructed residential dwelling installed on a permanent foundation and meeting all Florida Building Code and land development regulations.
3. Shipping containers (except on a temporary basis on an active construction site).

(f) *Lot coverage Impervious Surface Ratio.* The area of accessory buildings is included in the total ~~lot coverage~~ impervious surface ratio calculations. This total area must not

exceed the maximum ~~lot coverage~~ impervious surface ratio as identified in the specific zoning district.

(g) *Greenhouses shall be considered only by special exception.* All greenhouses shall be designed to blend aesthetically with the principal ~~building~~ structure and shall be constructed of permanent building materials such as metal, glass or wood although composite materials may be considered. Greenhouses shall not be constructed of temporary materials such as plastic, visqueen or cloth. Also, fiberglass shall not be used in the construction of greenhouses.

(h) *Shed/Storage buildings—160 square feet or less.* Construction or installation of storage buildings that are 160 square feet or less in area shall not require submission of building plans, but shall be subject to all other relevant requirements under this section, the city code, and the Florida Building Code, as may be applicable.

(i) Detached Garages.

- 1) Setbacks. Detached garages shall be located rearward of the rearmost point of the principal structure.
 - a. Front: Detached garages are not permitted in the front yard.
 - b. Side interior: 5' minimum.
 - c. Side corner: Detached garages shall not be located closer to a side corner than the principal structure.
 - d. Rear: 5' minimum for single-story garages; two-story garages shall have the same rear setback requirements as the principal structure or 15', whichever is less.
 - e. Alley: 5' minimum for alley-loaded garages, except when designed for driveway parking depth, then 20' minimum.
- 2) Height & Massing. The height of a detached garage shall not exceed the height of the principal structure. Detached garages shall be subordinate in visual prominence to the principal structure when viewed from public rights-of-way.
- 3) Impervious Surface Ratio. The footprint area of detached garages is included in the total impervious surface ratio calculations. This total area must not exceed the maximum impervious surface ratio as identified in the specific zoning district.
- 4) Square footage. The total square footage for detached garages shall be less than 50 percent of the size of the principal structure.
- 5) Architectural Style. Detached garages shall be designed to blend aesthetically and feature the same architectural style as the principal structure.

(j) Front Porches. Front porches are permitted to encroach into the front yard setbacks of principal structures by a maximum of 10'. Wrap-around porches are permitted to encroach into a side yard by a maximum of 5' as long as there is a minimum 5' setback

from the side interior property line and a minimum 15' setback from the side corner property line.

(k) Accessory Dwelling Units.

- 1) Location. An accessory dwelling unit is permitted to be constructed on a homesteaded lot that is developed with one single-family home, subject to being an approved accessory use within the property's zoning district. Where allowed, only one (1) accessory dwelling unit is permitted per lot. The principal structure shall be occupied by the owner of the property where the ADU is located.
- 2) Structure. An accessory dwelling unit shall be located in a permanent structure complying with the Florida Building Code built on a permanent foundation. An off-site constructed residential dwelling complying with the Florida Building Code and installed on a permanent foundation may be used as an accessory dwelling unit. A conventional recreational vehicle (RV) parked on a paved pad shall not be considered an accessory dwelling unit.
- 3) Setbacks. Detached accessory dwelling units shall be located rearward of the rearmost point of the principal structure. Any accessory dwelling unit located on the second floor of a detached garage shall have the same setback requirements as detached garages. Otherwise, the setback requirements are as follows:
 - a. Front: Accessory dwelling units are not permitted in the front yard.
 - b. Side interior: 5' minimum.
 - c. Side corner: Accessory dwelling units shall not be located closer to a side corner than the principal structure.
 - d. Rear: 5' minimum.
- 4) Height & Massing: The height of an accessory dwelling unit shall not exceed the height of the principal structure. Two-story accessory dwelling units are not permitted unless located above a detached garage. Accessory dwelling units shall be subordinate in visual prominence to the principal structure when viewed from public rights-of-way.
- 5) Separation. An accessory dwelling unit shall be separated from the principal structure and other accessory buildings by a minimum of 10'.
- 6) Impervious surface ratio. The area of an accessory dwelling unit is included in the total impervious surface ratio calculations. This total area must not exceed the maximum impervious surface ratio as identified in the specific zoning district.
- 7) Square footage. The total square footage for an accessory dwelling unit shall be less than 50 percent of the living area of the principal structure. However, in no case shall an accessory dwelling unit be less than 300 square feet or more than 1,200 square feet.
- 8) Property Maintenance Code. The accessory dwelling unit shall comply with all International Property Maintenance Code (IPMC) provisions and standards.
- 9) Interior Requirements. An accessory dwelling unit shall have, at a minimum:

- a. A kitchen area with a sink that has hot and cold running water, food preparation surfaces, food storage areas, a stove, and refrigerator.
 - b. A full bathroom with a sink, tub and/or shower with hot and cold running water, and a toilet.
 - c. Separate living space, which may or may not double as a sleeping space.
 - d. Connected to the electric utility network.
 - e. Heating and air conditioning.
- 10) Architectural Style: Accessory dwelling units shall be designed to blend aesthetically and feature the same architectural style as the principal structure.
- 11) Parking. At least one off-street parking space shall be provided for the exclusive use of the accessory dwelling unit. This requirement is in addition to the two off-street spaces required for the principal structure.
- 12) Utilities. Accessory dwelling units may have independent meter connections for water, wastewater, and/or irrigation from the principal structure. However, any new meters will require paying additional utility impact fees.
- 13) Density. Accessory dwelling units shall not be included in a property's density calculations.
- 14) Restrictions:
- a. A lot containing an accessory dwelling unit may not be subdivided or otherwise platted as a condominium unit to separate the ADU from the principal structure.
 - b. An accessory dwelling unit may not be sold separately from the principal structure.
 - c. An accessory dwelling unit may be rented via a standard residential lease. Short-term rentals under 30 days are prohibited.

(1) Gazebos/Pergolas - 340 square feet or less. Construction or installation of gazebos/pergolas that are 340 square feet or less in area shall not require signed and sealed building plans but will require details showing the wind connections from the roof system to the foundation/ground anchors and shall be subject to all other relevant requirements under this section, the city code, and the Florida Building Code, as may be applicable.

SECTION 16: Codification: Sections 3 and 4 of this Ordinance shall be codified and made part of the City of Winter Garden Code of Ordinances. 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 17: Conflicts: In the event of a conflict or conflicts between this Ordinance and other Ordinances, this Ordinance controls to the extent of the conflict.

SECTION 18: 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 19: Effective Date: This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Garden, Florida.

FIRST READING: _____, 2026.

SECOND READING AND PUBLIC HEARING: _____, 2026.

ADOPTED this _____ day of _____, 2026, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

John Rees, Mayor/Commissioner

ATTEST:

Ronisha Martin, City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **Ordinance 26-17** – Amending City of Winter Garden Code of Ordinances regarding Accessory Structures and Accessory Buildings.

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more of the boxes are checked below, the checked exception(s) to the Business Impact Estimate requirement apply to the above-referenced proposed ordinance, although, the City is implementing the procedure otherwise required by law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ordinance 26-17 amends multiple sections of the City of Winter Garden's Land Development Code to clarify standards for accessory structures & accessory buildings and formally expand where accessory dwelling units (ADUs) are permitted throughout the City. The ordinance allows ADUs as a permitted accessory use in several residential zoning districts, including R-1A, R-1, R-1B, R-2, R-4, R-5, R-NC, RNC-2, PUD, UVPUD, and CAPUD districts, subject to specific development standards. The ordinance also updates and refines definitions for accessory buildings, accessory structures, detached garages, front porches, and principal structures in order to improve clarity, consistency, and administration of the City's code.

This ordinance is establishes detailed design and placement standards for detached garages and ADUs. The ordinance requires detached garages and ADUs to generally be located behind the principal structure, establishes setback, height, and architectural compatibility requirements, and encourages alley-loaded access to minimize the visual impact of garages on streetscapes. It also permits front porches to encroach into required front setbacks to reinforce traditional neighborhood design patterns. For ADUs, the ordinance establishes standards related to size, parking, owner occupancy, utilities, rental restrictions, and compatibility with the principal residence, while also clarifying that ADUs do not count toward density calculations and may not be sold separately from the primary home.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

There should be little direct negative economic impact on the proposed ordinance on private, for-profit businesses in the City. This ordinance would provide more opportunities for homeowners to make their properties more economically productive by adding an accessory dwelling unit if specific standards are met. Local companies that build accessory structures and buildings will have additional opportunities to find a new customer base in the City.

3. Estimate of direct compliance costs that businesses may reasonably incur:

No direct compliance costs should be incurred by businesses as a result of adopting this ordinance. Certain structures will require building permits as required by State laws and the Florida Building Code to meet health & safety requirements.

4. Any new charge or fee imposed by the proposed ordinance:

No new charges or fees will be imposed by this ordinance.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

The estimated regulatory costs to the City will be minimal, relating to the cost to review and issue building permits and planning reviews.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed ordinance is not anticipated to have any negative impacts on businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

N/A

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager Jon C. Williams

Date: June 18, 2026 **Meeting Date:** June 25, 2026

Subject: Temporary Construction Yard License Agreement – WGH Property, LLC

Issue:

The construction of the new hotel at 8 North Highland Avenue will require use of the parking spaces on West Plant Street directly in front of the property while constructing the building. The owner has also requested permission to use a portion of the Winter Gaden Police Department parking lot to stage equipment for the operation and storage of vehicles, equipment and materials to facilitate the construction of the project. This Temporary Construction Yard License Agreement will allow WGH Properties, LLC to use these properties for construction activities, provide protection for the City, and require them to restore any damages.

Recommended Action:

Staff recommends the board approve the Temporary Construction Yard License Agreement with WGH Properties, LLC to allow the use of the properties shown in the exhibits for construction activities

Attachment(s)/References:

Temporary Construction Yard License Agreement
Temporary Construction Yard – Exhibit A
Temporary Construction Yard – Exhibit B

TEMPORARY CONSTRUCTION YARD LICENSE AGREEMENT

This Temporary Construction Yard License Agreement (“Agreement”) is made and entered into this ____ day of _____ 2026, by and between **WGH PROPERTY, LLC**, a Delaware limited liability company, whose address is 7009 Dr. Phillips Blvd, Suite 220, Orlando, Florida 32801 (hereinafter referred to as “Licensee”), and **City of Winter Garden**, a Florida municipal corporation, whose address is Attn: City Manager, 300 West Plant Street, Winter Garden, Florida 34787 (hereinafter referred to as “City”).

RECITALS:

WHEREAS, City owns and controls that certain portion of the West Plant Street right-of-way and parking spaces (but not the Hotel Property) described in **Exhibit “A”** attached hereto and incorporated herein by this referenced located in City of Winter Garden, County of Orange, State of Florida (the “Right-of-Way Premises”); and

WHEREAS, City owns and controls that certain portion of the Winter Garden Police Department Parking lot described in **Exhibit “B”** attached hereto and incorporated herein by this referenced located in City of Winter Garden, County of Orange, State of Florida (the “PD Premises”); and

WHEREAS, the Right-of-Way Premises and PD Premises are herein collectively referred to as the “Premises”; and

WHEREAS, Licensee is the owner and developer of that certain property located at 8 North Highland Avenue, in Winter Garden, Florida, having Orange County Tax Identification Number 23-22-27-2548-01-010 (“Hotel Property”) being developed in accordance with the with uses and structures described in City of Winter Garden Ordinance 19-21 (The Winter Garden Hotel PCD) adopted on June 27, 2019 (“Project”); and

WHEREAS, Licensee desires to temporarily use the Premises as a temporary construction yard to facilitate the construction of the Project upon the Hotel Property; and

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above referenced recitals are true and correct and hereby incorporated into this Agreement.

2. Term. The Term of this Agreement shall commence on the issuance of the first building permit for the Project building and end upon the earlier of (i) twelve (12) months thereafter, and (ii) upon the receipt of a certificate of occupancy for the Project building (the “Term”). Upon the mutual agreement of Licensee and City’s City Manager, the Term of this Agreement may be extended for up to an additional three (3) months. Upon expiration of the Term or termination of this Agreement, Licensee shall deliver the Premises to City free of all materials, debris, garbage and personal property, and Licensee shall repair and restore the Premises to its previous condition or better. Further, Licensee shall promptly repair and

Licensee shall repair and restore any damage Licensee's Project construction activities cause to improvements within public rights-of-way and the City's property, including vehicle parking stops, pavement and stripping of vehicle parking areas. Depending on the condition of the Premises post use by Licensee, the City may require Licensee to reimburse the City for the cost to repave and restripe the parking areas within the Premises upon written request sent within sixty days from the Licensee vacating the Premises. If the first building permit for the Project is not obtained by December 31, 2026, the City shall have the right to terminate this Agreement.

3. Use. During the Term of this Agreement, Licensee shall have the right of use and possession of the Premises for a construction yard for the operation and storage of vehicles, equipment and materials to facilitate the construction of the Project. Licensee shall be responsible for the security and risk protection of vehicles, equipment and materials stored on the Premises and for the safety of persons and property. Licensee shall comply with all laws, ordinances, regulations and rules in the use of the Premises. Licensee shall not cause environmental contamination of the Premises. The Licensee shall not store fuel or petroleum tanks on the Premises. Licensee agrees that the City and its employees shall have the right to access and inspect the Premises at any time.

4. No Charge. Licensee's use of the Premises during the Term shall be free of charge, except for the cost, if any, to restore the Premises to its previous or better condition prior to termination of the Term. If Licensee fails to timely vacate the Premises upon expiration of the Term, the Licensee shall compensate the City for \$350.00 per each day that Licensee's unlawful holdover occurs.

5. No Property Interest. The license granted herein is solely a license for the express purposes set forth in this Agreement and does not grant any leasehold, easement, property or equitable interest in the Premises to Licensee. The license granted herein is personal to Licensee and it does not run with the land and title to the Hotel Property or the Premises. City reserves all rights of ownership of the Premises. The Licensee shall ensure that no contractor, subcontractor, materialmen, vendor, supplier or any other entity or person performing work for the Licensee or for the Project claims or files a lien against the Premises or any other City property. The City is exempt from construction liens and mechanics liens.

6. Insurance. During the Term, Licensee and each of its contractors shall procure and maintain general commercial liability insurance in the amount of at least \$2,000,000.00 per occurrence covering the Premises and their construction operations. Evidence of such insurance shall be provided to the City prior to use of the Premises and exercise of the license herein. Further, Licensee and each of its contractors shall procure and maintain workers' compensation insurance in sufficient coverage limits as required by the State of Florida.

7. Indemnification. Licensee accepts the full risk of its and its employees', contractors' and agents' use and possession of the Premises and for the security and protection of persons and personal property upon the Premises. City will not be deemed to have or to have created a bailment of, custody of, care of or control over any equipment, vehicles or materials stored upon the Premises. Licensee shall at all times, assume all risk of and indemnify and hold harmless the City and the City's elected and appointed officials, officers, employees and agents from and against any and all losses, damages, costs and expense (including the City's reasonable attorney's fees and costs through any and all administrative, trial, post judgment and appellate proceedings), by reason of liability imposed by law, except in the case of the City's sole gross negligence, arising out of or resulting from: (i) the Licensee's and its contractors', agents',

employees' and invitees' exercise or attempted exercise of its rights and privileges granted to Licensee herein, including but not limited to, property damage, personal injury and/or death resulting from operation, use and maintenance of the Premises or Licensee's Project construction activities; (ii) the negligence, gross negligence, recklessness, or intentional wrongful misconduct of the Licensee or Licensee's contractors', agents', employees' and invitees' or any person employed or utilized by the Licensee in the use and operation of the Premises, access to the Premises or Project construction activities; (iii) any other act or omission by Licensee arising from or concerning this Agreement, including without limitation, Licensee's breach of its responsibilities and duties hereunder; (iv) any lien or claims that may be made upon the City or the Premises due to improvements made or alleged to be made or authorized by Licensee to the Premises; (v) environmental contamination caused by Licensee or its employees, contractors or agents; and (vi) any risk assumed by Licensee under this Agreement; or (vi) any combination thereof. Licensee shall be responsible for the acts and omissions of its contractors, agents, employees, guests, and invitees and this provision is intended to protect the City from such. It is further understood and agreed that Licensee shall, at the option of the City, defend the City (with attorneys' selected by the City) and Licensee shall further bear all attorneys' fees and other costs and expenses in the defense of any suit arising hereunder, except to the extent due to a default of the City hereunder. This paragraph shall survive termination and expiration of this Agreement.

8. Assignment. Licensee shall not, in whole or part, assign, transfer, pledge as security, mortgage, or otherwise transfer or encumber all or any part of the Premises, this Agreement, or Licensee's interest in this Agreement.

9. Insolvency. The following occurrences or events shall constitute a material default of this Agreement by Licensee: (i) the filing by or against Licensee in any court, pursuant to any statute, either of the United States or any state, of a petition in bankruptcy alleging insolvency or seeking reorganization, the appointment of a receiver or trustee, an arrangement under the Bankruptcy Acts, or any similar type of proceeding and the failure of Licensee to cause any such filing to be dismissed within a period of 20 days after the date of such filing; or (ii) Licensee's making or proposed making of an assignment for the benefit of creditors.

10. Default. If Licensee shall default and breach any other covenant or provision of this Agreement, then the City, after giving Licensee thirty (30) days prior written notice of such default and an opportunity to cure, may terminate this Agreement and remove Licensee and any personal property and any and all persons therefrom in the manner allowed by law. In the event of the City's default of this Agreement, Licensee shall give the City at least thirty (30) days prior written notice and an opportunity to cure the default. If the City fails to timely cure the default after such notice and opportunity to cure the Licensee may proceed to terminate this Agreement, or seek specific performance against the City, as Licensee's only remedies. Except as expressly provided in Section 11 below, in no event shall the City have any monetary liability pursuant to this Agreement, and Licensee hereby waives and releases the City from the same.

11. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the non-prevailing party reasonable attorneys' fees and costs of litigation, including through all appeals.

12. Notices. Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered through United States mail, postage prepaid, certified, return receipt requested and addressed to the parties at the address

shown on Page 1 of this Agreement. Any notice or demand that may be given hereunder shall be deemed complete (i) one (1) day after mailing of such notice or demand in the United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) upon hand-delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided.

13. Applicable Law. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. The parties to this Agreement further agree that any and all litigation arising from the terms of this Agreement and the subject matter contained herein shall be filed and heard in a court of competent jurisdiction located in Orange County, Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. Nothing in this Agreement shall constitute a waiver of the City's sovereign immunity protections and defenses, or any other privileges, immunities, protections and defenses afforded to City or any of its officials, employees and agents by law.

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

Signed, sealed and delivered in the presence of:

Witness

Print

Witness

Print

Witness

Print

Witness

Print

City:

THE CITY OF WINTER GARDEN, a
Florida municipal corporation

Jon C. Williams, City Manager

Date: _____

Licensee:

WGH PROPERTY, LLC, a Delaware
limited liability company

By:

Date: _____

By:

Date: _____

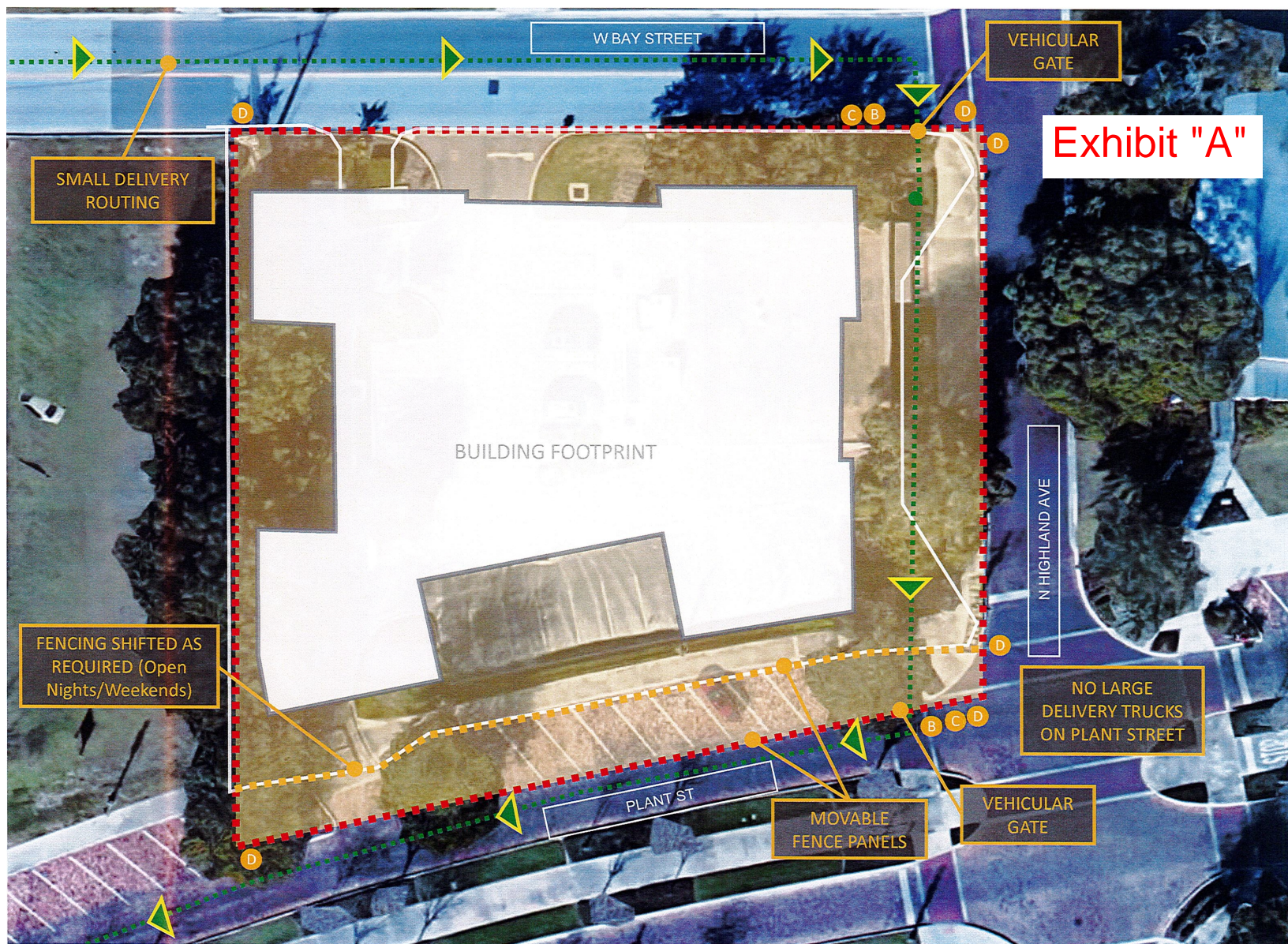
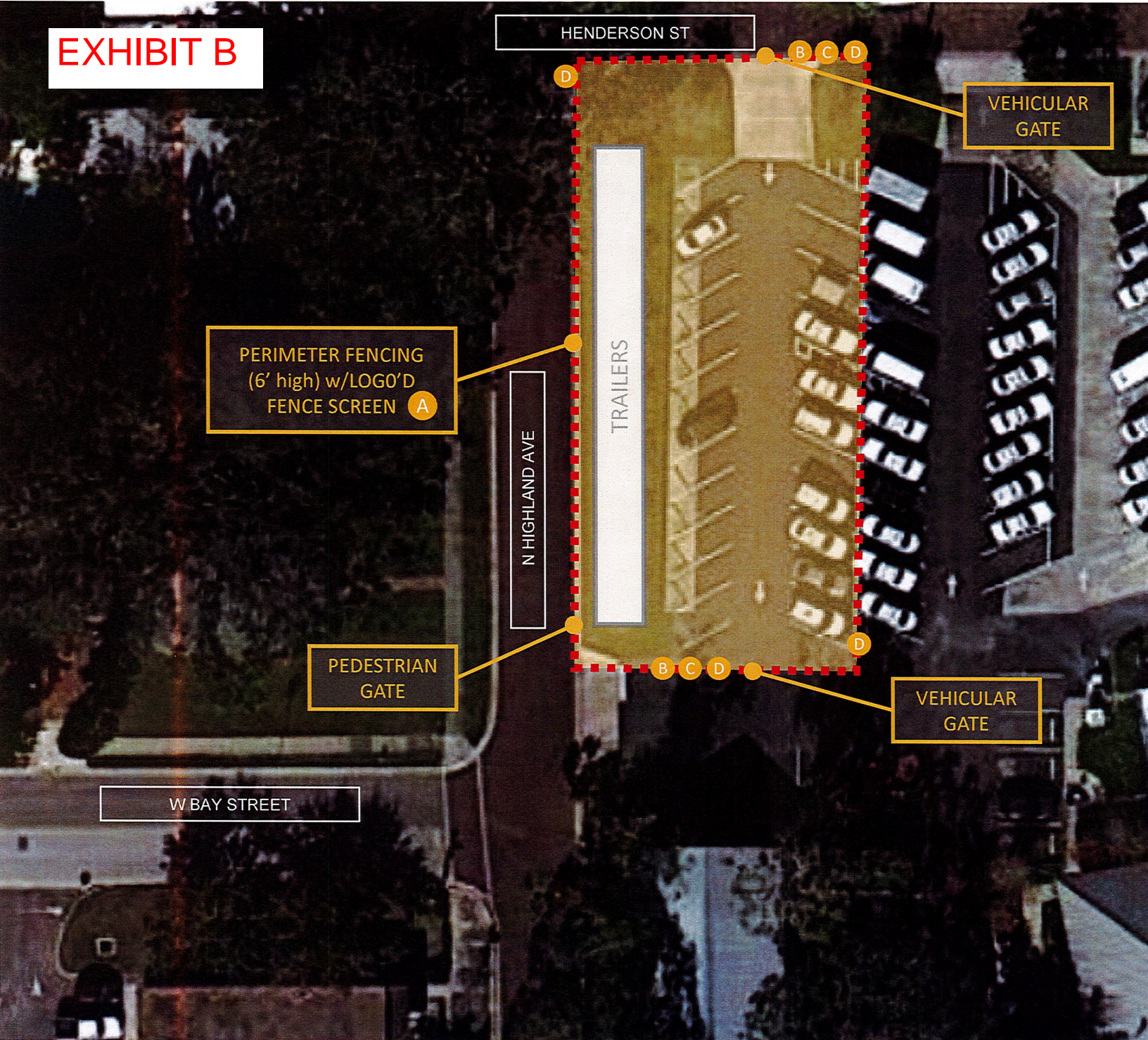


Exhibit "A"

EXHIBIT B



HENDERSON ST

VEHICULAR GATE

PERIMETER FENCING
(6' high) w/LOGO'D
FENCE SCREEN A

N HIGHLAND AVE

TRAILERS

PEDESTRIAN GATE

VEHICULAR GATE

W BAY STREET



CITY OF ORLANDO

April 13, 2026

Jose Boscan
Waste Management Inc. of Florida
4986 LB McLeod Rd
Orlando, FL 32811

SUBJECT: IFB26-0049-1, Processing and Disposal of Waste

Dear Jose,

The attached contract is the City of Orlando's acceptance of your offer in response to IFB26-0049-1, Processing and Disposal of Waste and is subject to all terms and conditions therein, as well as any addenda to that solicitation.

This contract is an initial thirty-six (36) month contract, effective June 1, 2026, and will remain in effect through May 31, 2029.

This contract may be renewed upon mutual agreement as provided in the solicitation. Any amendments to this contract must be in writing and signed by both parties to be valid, binding, and enforceable.

All invoices must reference the subject Contract Number. Invoices must be submitted to the address below:

Accounts Payable
City of Orlando
4th Floor, City Hall
PO Box 4990
Orlando, FL 32802-4990

Please remember that only those goods/services specifically listed in this contract can be invoiced. The description and unit prices on each invoice must match the description and unit pricing in the subject contract. Invoices not meeting these requirements are considered Improper Invoices and will be returned.

Sincerely,

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

cc: Solid Waste Division
Accounts Payable
File

DATE: January 30, 2026

TO: All Respondents

FROM: Cindy Jordan, Purchasing Agent III
Procurement and Contracts Division

SUBJECT: **Processing and Disposal of Waste
Transmittal of Addendum Number One (1)
IFB26-0049**

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. **WRITTEN QUESTIONS RECEIVED:**

Question No. One (1):

Does the company bidding on the business have to have an existing transfer station within 25-mile radius of downtown Orlando?

Answer No. One (1):

Refer to Section 4.3.D.

Question No. Two (2):

Is there an opportunity to do the hauling portion only to a landfill for disposal?

Answer No. Two (2):

No, all waste being disposed of is picked up by the City of Orlando (City) and hauled by the City within the City franchise area.

Question No. Three (3):

Can I receive the current location of the transfer station being utilized today?

Answer No. Three (3):

The City currently uses these transfer stations as outlined below:

1. Orlando Transfer Station, 4986 L.B. McLeod Road, Orlando, FL 32811
2. Taft Recycling Center, 375 West 7th Street, Orlando, FL 32824
3. Vista Landfill, 242 West Keene Road, Orlando, FL 32703

Question No. Four (4):

Is the collection of single stream deliveries spread throughout the week or on specific days?

Answer No. Four (4):

The City currently picks up residential recycling on Thursday and Friday of each week, however, commercial recycling route is five (5) days per week, Monday through Friday.

Question No. Five (5):

Under Section 4.3.D., Additional Submittals, it states the following. We are requesting that “and” be replaced with “or”?

:

The Bidder shall have a permitted disposal **and** transfer facility(ies) located within a twenty-five (25) mile radius of the City Hall building located at 400 South Orange Avenue, Orlando, Florida 32801 for the disposal of waste as outlined in the Scope of Work. **Provide a list of Disposal Site location(s) and address(es) along with pricing on the Bid Price Form under Vendor Questionnaire, 16.12.**

Answer No. Five (5):

Section 4.3.D. has been replaced to read as follows:

The Bidder shall have a permitted disposal **or** transfer facility(ies) located within a twenty-five (25) mile radius of the City Hall building located at 400 South Orange Avenue, Orlando, Florida 32801 for the disposal of waste as outlined in the Scope of Work. **Provide a list of Disposal Site location(s) and address(es) along with pricing on the Bid Price Form under Vendor Questionnaire, 16.12.**

Question No. Six (6):

Has the City and its current Contractor for single stream recycling conducted an audit in the last 24 months of the stream and if so, can the results of the audit be shared?

Answer No. Six (6):

No, the City and the current Contractor have not performed any recent recycling audits.

Question No. Seven (7):

What would be the work schedule of the prospective Contractor for single stream recycling?

Answer No. Seven (7):

Refer to Answer No. Four (4) of this Addendum Number One (1).

Question No. Eight (8):

In Section 5.43 (Indemnification), would the Contractor have no obligation to indemnify the City for the City's own negligence or wrong conduct?

Answer No. Eight (8):

Section 5.43 (Indemnification), is hereby revised as follows:

The awarded Respondent agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract; except, that the awarded Respondent shall not be required to indemnify the City to the extent such liabilities, damages, and costs are the result of gross negligence or willful misconduct of the City.

Question No. Nine (9):

In Section 5.44. (Insurance), is professional liability insurance required for this IFB?

Answer No. Nine (9):

As outlined in Section 6.3. (Insurance Requirements), it states the types of insurance coverages that are required for this IFB. Professional liability insurance is not required.

Question No. Ten (10):

In Section 5.52 (Termination for Default), can this section be made mutual as to both parties?

Answer No. Ten (10):

No, Section 5.52 (Termination for Default) remains as written.

Question No. Eleven (11):

Would the City consider any revisions to the insurance requirements to align with the existing policies of the successful bidder? For example, notice requirements, types of policies (professional liability, commercial crime, garage keepers liability, cyber liability, and installation floater usually does not apply).

Answer No. Eleven (11):

No, the Insurance Requirements for this IFB remain unchanged. Refer to Section 6.3.

Question No. Twelve (12):

Would the City consider removing the most favored customer clause? Pricing is based on a number of circumstances. Contractors require the freedom to accurately price customers in the future for valid commercial reasons.

Answer No. Twelve (12):

Yes, the Favored Customer Clause under Section 5.73 is hereby deleted.

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date for questions by respondents will not be given any consideration. Respondents are reminded to review the original solicitation and all subsequent Addenda issued.

Respondents must acknowledge all issued addenda, if any. Failure to acknowledge may result in a non-responsive submittal. Please acknowledge each addendum through the City's e-Procurement Portal, OpenGov.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

INVITATION FOR BID (IFB)

IFB26-0049

PROCESSING AND DISPOSAL OF WASTE



The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

[CITY OF ORLANDO PROCUREMENT AND CONTRACTS SITE](#)

**ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED FOR THIS
SOLICITATION - ALL OTHER RESPONSES SHALL BE CONSIDERED
NON-RESPONSIVE**

City of Orlando
INVITATION FOR BID (IFB)
IFB26-0049
PROCESSING AND DISPOSAL OF WASTE

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1. INTRODUCTION

1.1. [Summary](#)

The City of Orlando (Referred to as “City”) seeks to establish service contracts with qualified companies (Referred to as “Contractor(s)”) for the processing and disposal of municipal solid waste including, but not limited to, Class I waste, Class III waste, single stream recycling material, yard waste, food waste, and other organic waste types.

1.2. [Contact Information](#)

Direct all questions and inquiries to the following:

Cindy Jordan, C.P.M.

Purchasing Agent III
400 South Orange Ave
Orlando, FL 32801

Email: cynthia.jordan@orlando.gov

Phone: [\(407\) 246-2367](tel:(407)246-2367)

Department:

Solid Waste

1.3. [Timeline](#)

Issue Date	January 6, 2026
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<p>Pre-Bid Conference (Non-Mandatory)</p>	<p>January 14, 2026, 2:00pm</p> <p>JOIN THE VIRTUAL PRE-BID CONFERENCE MEETING Microsoft Teams</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDg1NjYzNTUtYzdjMy00NThmLWI5MjUtY2lzMzU2MDIkOTNm%40thread.v2/0?context=%7b%22Tid%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%22e07fe6eb-066d-4d58-bf29-814dacdc86bc%22%7d</p> <p>Dial in by phone Meeting ID: 221 659 226 275 90 Passcode: Ao9c69zG\</p> <p>Dial in by phone +1 321-247-7568,,370862814# United States, Orlando Phone conference ID: 370 862 814#</p> <p>Join on a video conferencing device Tenant key: cityoforlando@m.webex.com Video ID: 116 503 820 2</p>
<p>Cut-off date for Questions by Bidder</p>	<p>January 26, 2026, 5:00pm</p>

<p>Bid Due Date and Time</p>	<p>February 5, 2026, 2:00pm</p> <p>JOIN THE VIRTUAL BID OPENING Microsoft Teams</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_Zjl5NjU5ZTQtNGNiOS00OWMwLWE3ZDctODhkZjQxN2IxMWE0%40thread.v2/0?context=%7b%22Tid%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%22e07fe6eb-066d-4d58-bf29-814dacdc86bc%22%7d</p> <p>Dial in by phone +1 321-247-7568,,383911082# United States, Orlando Phone conference ID: 383 911 082#</p> <p>Join on a video conferencing device Tenant key: cityoforlando@m.webex.com Video ID: 118 424 835 3</p>
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2. GENERAL INFORMATION

2.1. SOLICITATION INFORMATION

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando procurements. It is incumbent on the Respondent to obtain current response/submittal and award information prior to and after the scheduled opening date of a solicitation. Information is updated as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways, such as:

- Solicitation documents are available for download from the City's e-Procurement Portal ("Portal"):

You may access solicitation information by visiting the City's Portal by clicking on the following link: <https://procurement.opengov.com/portal/orlando>

- You may also contact the Procurement and Contracts Division at [\(407\) 246-2291](tel:4072462291) or visit us during normal business hours, to obtain award information and other documents at:

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

Please remember, email notification is provided as a courtesy to our Respondents, but it is the Respondent's responsibility to check with the City of Orlando's Portal at: <https://procurement.opengov.com/portal/orlando> for current solicitations and other procurement information.

We appreciate your interest in doing business with the City of Orlando.

2.2. CONTRACT TERM

It is the intent of the City to award a Contract for a three (3) year term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be renewed for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

2.3. SCHEDULE

The Timeline Section of this solicitation contains the scheduled calendar of events with important dates and times for this Solicitation. Dates and times are subject to change by the City's Chief Procurement Officer (CPO) or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these

dates or times prior to the Solicitation Due Date, the change will be announced via an addendum.

2.4. PRE-SOLICITATION CONFERENCE

The purpose of a Pre-Solicitation Conference is to review and discuss the solicitation (and any addenda) as published. A representative from the Procurement and Contracts Division and a technical representative from the using department will be present to discuss the solicitation.

3. SUBMITTALS

Respondents are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the e-procurement Portal by the Due Date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence. Respondents are expected to examine this solicitation, specifications, associated drawings, if any, and all instructions. Failure to do so will be at the Respondent's risk.

Each Respondent shall furnish the information required on each response/submittal form and each accompanying sheet thereof on which an entry is made.

The following items must be completed and uploaded as part of your electronic submittal and are contained in the Vendor Questionnaire Section. **Failure to complete and return required forms may result in your bid being deemed non-responsive and not considered for award.**

- A. **Pricing** - All prices shall be entered online through the City's e-Procurement portal.
- B. **Attachment A** - References. This form must be downloaded, completed, and uploaded as a part of the submittal.
- C. **Attachment B** - Respondent's Certification Form. This form must be downloaded, completed, signed, notarized, and uploaded as a part of the submittal.
- D. **Attachment C** - Contract and Acceptance Form. This form must be downloaded, completed, signed, notarized, and uploaded as a part of the submittal.
- E. **Attachment D** - Conflict of Interest Disclosure Form. This form must be downloaded, completed, signed, and uploaded as a part of the submittal.
- F. **Attachment E** - Confidential and/or Proprietary Information Exemption Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the submittal.
- G. **Attachment F** - Human Trafficking Affidavit. This form should be downloaded, completed, signed, notarized, and uploaded as a part of the submittal.
- H. **Attachment G** - Veteran Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the submittal.
- I. Copy of Respondent's current W-9 is to be signed and uploaded as part of the submittal.
- J. Bid Security, if applicable.

K. Proof of Insurance - If applicable, please refer to Section 5 - Insurance Requirements.

Respondents shall register on the City's e-Procurement Portal. Once registered, Respondents may view and click "Follow" to be a Prospective Respondent for this solicitation and will appear on the Follower's list. Respondents that fail to Follow this project will not receive automated Addenda notifications, nor will they be able to submit a response in the Portal, and therefore will be unable to participate, nor be considered for this solicitation. Respondents must click "Draft Response" to properly begin and submit a response in the Portal.

The City will accept responses to this solicitation electronically via the e-Procurement Portal until 2:00 PM on Thursday, February 5, 2026. Responses received after the scheduled due date and time for submission will not be accepted. Responses submitted in any other format other than via the City's e-Procurement Portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted, nor considered. The scheduled due date and time for submission will be scrupulously observed.

Neither the City, nor the Software Administrator will be held responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, use of a malfunctioning electronic device, or the like. Respondents shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Respondent is using to submit a response. Failure of the Respondent to successfully submit an electronic response before the deadline indicated herein shall be at the Respondent's sole risk, and no relief will be given for late and/or improperly submitted response. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Respondent will also receive an email confirmation from the Portal.

Respondents may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission.

4. SCOPE OF WORK

4.1. INTRODUCTION

The City of Orlando (Referred to as “City”) seeks to establish service contracts with qualified companies (Referred to as “Contractor(s)”) for the processing and disposal of municipal solid waste including, but not limited to, Class I waste, Class III waste, single stream recycling material, yard waste, food waste, and other organic waste types.

The primary objective of this Invitation for Bid is to secure multiple Contractor(s) to accept the processing and disposal of a portion of the waste collected by the City at a facility permitted by the State of Florida Department of Environmental Protection (FDEP). The City’s waste is uncommitted and available for delivery to the closest and lowest priced contracted facility as determined by the City.

The City collects waste types as described above from commercial and residential premises within Orlando City limits utilizing City crews and equipment. The waste is directly hauled using twelve (12) to forty (40) cubic yards compacting refuse collection trucks to a transfer station or landfill for processing and disposal.

4.2. QUALIFICATIONS

The Bidder shall meet the following Minimum Requirements as outlined below:

The Bidder shall be actively in business and have experience in the disposal of Municipal Solid Waste (MSW), Construction and Demolition (C&D) debris, food waste, single stream recycling material, and processing of yard waste for a minimum of five (5) years. **Include verifiable references on Attachment A (References).**

4.3. ADDITIONAL SUBMITTALS

Include this additional information with bid submittal:

A. Site map(s) that shows ingress and egress points and internal traffic flow and the hours of operation at the facility(ies).

B. A copy of FDEP permit certificate.

C. Bidder shall be operational and ready to accept waste for processing and disposal within thirty (30) calendar days after notice to proceed. Provide documentation that demonstrates your responsiveness.

D. The Bidder shall have a permitted disposal and transfer facility(ies) located within a twenty-five (25) mile radius of the City Hall building located at 400 South Orange Avenue, Orlando, Florida 32801 for the disposal of waste as outlined in the Scope of Work. **Provide a list of Disposal Site location(s) and address(es) along with pricing on the Bid Price Form under Vendor Questionnaire, 16.12.**

4.4. REQUIREMENTS

A. General Requirements

1. The Contractor(s) shall furnish all labor, material, equipment, and supervision needed to process and dispose of waste at an annual estimate of:

- a. 50,000 tons of Class I Municipal Solid Waste (MSW)
- b. 20,000 tons of Class III Construction and Demolition (C&D) debris
- c. 10,000 tons of Class III yard waste
- d. 1,000 tons of separated food waste for composting or digesting
- e. 7,500 tons of single stream recycling material

Note: The above tonnage figures are an estimate only. No guarantee is to be stated or implied.

2. Material may contain minor amounts of undesirable waste other than the intended type that may be harmful to the Contractor's processing equipment. The Contractor(s) will be responsible for the separation of potentially damaging materials and also, for any damages resulting from the introduction of the materials into the Contractor's equipment. The City will visually inspect material collected to ensure maximum product quality. This will in no way limit the Contractor's responsibility for the separation and removal of undesirable materials.

3. The facility accepting waste from City trucks shall be located within a twenty-five (25) mile radius of the City Hall building located at 400 South Orange Avenue, Orlando, Florida 32801. The Contractor(s) shall be responsible for the site's security. The site shall allow City's Solid Waste vehicles to dump the material into designated areas.

4. The Contractor(s) are to have and maintain all federal, state, and local permits and licenses required to process and dispose of all waste types as described above.

B. Equipment/Delivery

1. The Contractor(s) shall have on site and maintain a certified scale sufficient to weigh the City trucks as they deliver waste to the facility. The Contractor(s) shall provide documentation of certification of the scale used to weigh City trucks and present this documentation to the City.

2. The Contractor(s) shall provide equipment sufficient to produce a disposal ticket for each truck load of waste delivered to the site that will include at a minimum, the truck number, date, time of delivery, type of waste delivered and weight of the truck (loaded, empty, and tare weight). The driver will be given a copy of the disposal ticket for each load delivered.

C. Site Requirements

1. The Contractor(s) shall procure and pay for all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor(s)

shall comply with all local, state, and federal regulations affecting the processing and disposal of Class I and Class III solid waste. A copy of these licenses and permits shall be submitted to the City prior to commencement of work.

2. The Contractor(s) shall provide at all times an experienced supervisor, knowledgeable in standard operation, maintenance, and coordination of material processing. The supervisor shall be fully authorized as the Contractor's agent. The Contractor(s) shall meet all Federal, State, and Local laws, ordinances and codes, and if applicable requirements of Florida Administrative Code (F.A.C.).

D. Service Requirements

1. The Contractor(s) shall be responsible for receiving bagged, tied and/or loose yard waste material; directing City vehicles to the proper area for tipping; removing material from plastic bags and ties if needed; separating contaminated material; disposing of bags, ties, and undesirable material; processing material; and disposal or marketing of end-product.

2. The Contractor(s) shall provide an on-site scale for weighing City vehicles.

E. Use of Premises

During the progress of the work specified herein, the Contractor(s) shall keep the premises free from the accumulation of waste materials, rubbish, and other debris resulting from the work. The Contractor(s) shall ensure that the premise is maintained in a manner in accordance with all applicable laws and zoning regulations.

F. Work Schedule

Each Contractor shall provide the hours of operation for each type of waste material and post these hours in a place visible to the general public. At a minimum, work shall be performed during normal City Solid Waste Management Division operating hours of 6:00 a.m. to 6:00 p.m., Monday through Saturday and during City holidays*. The City reserves the right to adjust, change or amend its hours of operation.

*The City recognized Holidays are: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

4.5. OTHER REQUIREMENTS

A. Pricing

1. Quote per-ton tipping fee charges for disposal that is inclusive of processing and disposal at the site.

2. Quote on the Bid Price form for all types of waste that you are able to process or dispose of at each site.

3. Provide the name and address of all qualified disposal and transfer facility(ies) under Locations A, B, and C.

B. Invoices and Reports

Invoices and Reports shall contain the following information:

1. Contractor's name
2. Contract name and number
3. Invoice number
4. City vehicle number
5. Description of services rendered
6. Tons of material processed and cost per unit
7. Date and time of waste delivery
8. Location site of waste delivery

C. Regulatory Requirements

1. The Contractor(s) shall conform to all Federal, State and City ordinances, rules, regulations, and standards during the performance of the contract.
2. The Contractor(s) shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work specified herein.

D. Safety and Protection

The Contractor(s) shall at all times:

1. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
2. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.

3. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

4. Comply with all ordinances, rules, regulations, and standards from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:

- a. Occupational Safety and Health Act (OSHA)
- b. National Institute for Occupational Safety & Health (NIOSH)
- c. National Fire Protection Association (NFPA)
- d. Florida Administrative Code (F.A.C.)
- e. Florida Department of Environmental Protection (FDEP)

5. STANDARD TERMS AND CONDITIONS

5.1. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR SUBMITTAL PROCESS

- A. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this solicitation.

- B. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation).
 1. Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a Respondent or potential Respondent (or on a Respondent or potential Respondent's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation.
 2. During the prohibited communication period, all contacts and communications regarding the solicitation by a Respondent, or potential Respondent, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer.
 3. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a Respondent or potential Respondent under the City's Procurement Code.

- C. Any questions by a Respondent relative to the interpretation of specifications or the submittal process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten (10) days prior to the date set for the

receipt of submittals. Any interpretation made to prospective Respondent with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective Respondents no later than five (5) days before the date set for receipt of submittals. Oral answers and written answers not answered in an Addendum issued by the Procurements and Contracts Division will not be binding.

- D. Openings shall be public, on the date and at the time specified on the Solicitation, with the total submittal amount being read aloud. It is the Respondents responsibility to assure that their submittal has been entered online no later than the due date and time of the opening. The Respondent's name and verification of bond submittal, if applicable, will be publicly announced aloud at the opening.

5.2. RESPONDENT QUALIFICATION

Submittals will be considered from Respondents who have adequate personnel and equipment and who are so situated as to perform prompt service or provide required goods. The City reserves the right to request information or conduct an inspection of the Respondent's facility and equipment prior to the award of the contract.

Submittals will be considered only from Respondents which are regularly engaged in the business as described in this solicitation; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

5.3. ALTERATIONS/CHANGES TO PRICE FORM(S)

Respondent shall not change or otherwise alter the quantity or unit designations on the Price Form(s). The unit price and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

5.4. ADDENDA

It is the Respondent's responsibility to contact the Procurement and Contracts Division prior to submitting a response to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the response, if applicable. All

addenda information will be posted on the City's website (<https://procurement.opengov.com/portal/orlando>). The failure of a Respondent to submit acknowledgment of any Addenda that affects the price(s), is considered a major irregularity and will be cause for rejection of the response.

5.5. UNBALANCED PRICING

As determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

5.6. WITHDRAWAL

After opening, no changes in prices or other provisions shall be permitted. Respondents may withdraw or correct a submittal prior to the stipulated date and time for the opening of the Solicitation.

5.7. SELECTION/REJECTION OF OPTIONS

The City of Orlando reserves the right to select/reject options which are submitted, based on price and other considerations as deemed to be in the best interests of the City.

5.8. IRREVOCABLE OFFER

The submission of a response shall constitute an irrevocable offer to the City by the Respondent for a period of ninety (90) days from the date of opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the submittal.

5.9. QUANTITIES

The quantities for the items listed in this solicitation are estimated annual quantities for evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all Respondents that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

5.10. RESPONDENT'S CERTIFICATION FORM

Each Respondent shall complete the "Respondent's Certification Form" included with this Solicitation. The form should be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a Respondent to include this document with their submittal will be cause for rejection of the submittal.

5.11. SUBMITTALS

Submittals shall be submitted utilizing the form(s) provided herein. All submittals shall be properly executed with all blank spaces filled in. The signatures of all persons signing

shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the submittal. If the unit price and the total amount provided by a Respondent for any item are not in agreement, the unit price alone shall be considered as representing the Respondent's intention, and the totals shall be corrected to conform thereto.

5.12. INSPECTION, ACCEPTANCE, AND TITLE

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Respondent.

5.13. EXCEPTIONS TO TERMS AND CONDITIONS

When completing your submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your submittal being declared non-responsive.

5.14. SPECIFICATIONS

- A. The specifications shown in the Invitation for Bid are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written specifications that are accurate and nonrestrictive for submittal purposes, they may also reference an item by manufacturer's name and model number. Respondents are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division at the address on the cover of this solicitation no later than ten (10) days prior to the opening.
- B. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.
- C. In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Respondent proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the Respondent. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective Respondent articles that will be satisfactory. Submittals on other makes and catalogs will be considered provided each

respondent clearly states in their submittal exactly what he proposes to furnish and forwards with their submittal a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by their submittal. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the Respondent proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the submittal, the successful contractor after award and before manufacture or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

- D. Respondents are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your submittal.
- E. The equipment herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with submittal.
- F. Respondents may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment quoted, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

5.15. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

5.16. PRICES AND TERMS

All prices must be firm for the delivery schedule quoted herein. All prices shall be F.O.B. Destination delivered to any City of Orlando Department unless otherwise stipulated in the Solicitation.

5.17. TAXES

The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.

5.18. POLITICAL SUBDIVISIONS

Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.

5.19. MISTAKES

Respondents are expected to examine the specifications, delivery schedules, prices, and all instructions pertaining to supplies and services. Failure to do so will be at the Respondent's risk.

5.20. SAFETY STANDARDS

Unless otherwise stipulated in the Solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

5.21. MARKING

Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the Respondent and must also clearly indicate the City of Orlando Purchase Order Number and/or City Contract Number.

5.22. INVOICING AND PAYMENT

The Contractor shall be paid in accordance with Florida Statutes, upon submission of invoices to: AP_Invoices@orlando.gov or PO Box 4990, Orlando, FL 32802-4990. Invoices are to be billed at the prices stipulated on the purchase order and/or as outlined in this solicitation. All invoices must show the Purchase Order Number and/or City Contract Number.

5.23. DISCOUNTS

Respondents may offer a discount for prompt payment; however, such discounts shall not be considered in determining the lowest net price for evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Respondent is requested to offer price discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.

5.24. PROMPT PAYMENT ACT

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

A. Proper Invoice

1. For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor or other invoicing party shall consist of at least all of the following:
 - a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
 - b. the unit pricing, quantity and total amount due in accordance with the contract terms and conditions and applicable discount(s);
 - c. the full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
 - d. the Purchase Order or contract number as supplied by the City; and
 - e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.
 - f. Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

B. Dispute Resolution

In the event a dispute occurs between a Contractor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the

other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

5.25. INSPECTION OF PUBLIC RECORDS

Respondent may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246-2148. You may also email your request to records@orlando.gov. Pursuant to Florida State Statute Chapter 119.07, sealed submittals or replies are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after opening, whichever is earlier.

5.26. IRREGULAR SUBMITTALS

Submissions made on documents other than the ones furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the submittal irregular and may cause rejection. The City's Chief Procurement Officer, however, has the authority to waive minor irregularities.

5.27. CONTINGENT FEES

The Respondent warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

5.28. EVALUATION OF AWARD

The City reserves the right to award the Invitation for Bid to the responsive and responsible Respondent who submits the lowest submittal meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible Respondent submitting the lowest submittal shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a Respondent is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the Respondent.

5.29. AWARD OR REJECTION OF SUBMITTALS

The City's Chief Procurement Officer reserves the right to accept any, all or part of any submittal, to waive minor irregularities, or to reject any, all or part of any submittal, and to advertise for new opportunities, as the interest of the City may require. The City's Chief

Procurement Officer also reserves the right to reject the submittal of a Respondent who has previously failed to perform properly or complete on time contracts of a similar nature, or a submittal of a Respondent who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

- A. The ability, capacity, and skill of the Respondent to perform the service required.
- B. Whether the Respondent can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- C. The character, integrity, reputation, judgment, experience, and efficiency of the Respondent.
- D. The quality of performance of previous contracts or services.
- E. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service.
- F. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service.
- G. The quality, availability, and adaptability of the supplies, or services, to the particular use required.
- H. The ability of the Respondent to provide future maintenance and service for the use of the subject of the contract.
- I. Whether the Respondent is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the Respondent's taxes or assessments are delinquent.
- J. Such other information as may be relevant or secured.

5.30. AWARDS

As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any or all submittals or waive any informality or technicality in submittals received.

5.31. MULTIPLE AWARDS

The City reserves the right in its sole discretion after evaluation of all responsive submittals, to award the work described herein to more than one responsive and responsible Respondent. In such cases where an award is made to more than one responsive and responsible Respondent, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum

amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

5.32. PRICING AND ORDERING

The awarded Respondent shall honor all orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their submittal. Unless otherwise specified, the awarded Respondent shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

5.33. RETURN OF PRODUCTS/EQUIPMENT

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. Unless a different time period is specified, the Contractor is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the contractor and include reference to an applicable Contractor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Contractor Invoice or Packing List.

5.34. FAMILIARITY WITH SITE WORK AND CONDITIONS

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the Respondent's. Submission of a submittal shall constitute acknowledgment by the Respondent that it is familiar with all such conditions. The failure or neglect of a Respondent to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its submittal.

5.35. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

5.36. ASSIGNMENT

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

5.37. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

1. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

1. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

5.38. APPLICABLE LAW AND APPEALS

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH7PRCO or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

5.39. WARRANTY

Respondent warrants that all equipment, materials and workmanship, whether furnished by Respondent or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Quotation, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional

cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

5.40. CONTRACT AND ACCEPTANCE FORM

In order to expedite the contracting process after opening and preclude delays occasioned by subsequent contract execution, Respondents are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their submittal. In the event that a successful Respondent fails to properly execute the Contract and Acceptance Form or return said form (or, if necessary, a letter of authorization) with their submittal, the City shall notify the Respondent of the City's intent to make an award and the Respondent shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a Respondent to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Respondent or the City's Chief Procurement Officer may decline to make an award.

Successful Respondent who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security, if applicable, to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

- A. If the Contractor is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
- B. If Contractor is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.
- C. If the Contractor is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.
- D. If Contractor is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other

representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246- 2291 for further clarification.

If a submittal is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the Contractor evidencing the City's acceptance of the submittal. No award shall be final, and no Contractor shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and Acceptance Form will constitute the formal written contract between the City of Orlando and the Contractor. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded Contractor shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

5.41. ACCEPTANCE OF MATERIALS/SERVICES

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

5.42. CONTRACT ALTERATIONS

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer (CPO) or the CPO's designee.

5.43. INDEMNIFICATION

The awarded Respondent agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

5.44. INSURANCE

- A. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded Respondent has coverage in accordance with the requirements set forth herein. Insurance

coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

- B. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.
- C. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and their subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-

furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the Solicitation.

- D. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation, Employers' Liability and any Professional Liability Policy shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
- E. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- F. Types of Coverage to be Provided. Insurance will be provided by the Contractor as may be required by the Special Conditions. If required, the awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.
1. Workers Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:
 - Workers' compensation: Statutory
 - Employer's Liability: \$100,000 each occurrence
 2. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional

insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

- Bodily injury and: \$1,000,000 combined single
 - Property damage: limit each occurrence
3. Commercial General Liability. This insurance shall be an “occurrence” type policy written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and “Completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor’s work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:
- Bodily injury and: \$1,000,000 combined single
 - Property damage: limit each occurrence
4. Commercial Crime. Prior to performance as a result of award of this solicitation, the Contractor shall secure and maintain Commercial Crime Insurance or the equivalent covering all of Contractor’s employees engaged in work as specified herein or having access to City buildings.
- The Commercial Crime Policy, with endorsement CR04010300 covering client’s property shall provide a minimum coverage of \$300,000 per employee/owner per occurrence and shall remain in effect for the entire contract period and any subsequent renewals. Evidence of required Commercial Crime Insurance shall be submitted to the Procurement and Contracts Division prior to commencing work.

- It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine, in advance of their submission, the availability and cost of this required insurance and related endorsement.
5. Installation Floater. Contractor shall purchase and maintain property insurance for the work at the site, including the value of any City supplied materials and equipment in the amount of the full replacement cost thereof up to the value of the contract. This coverage shall be written on an all risk basis and shall provide coverage for physical loss or damage to the equipment on site, in transit and while temporarily in storage at the site or off site. Coverage shall also be provided for performance testing, and shall be maintained in effect until final payment is made unless otherwise agreed to in writing by the City. This policy shall include the interest of the City who is deemed to have an insurable interest and shall be listed as a named insured.
 6. Professional Liability. The Contractor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000 per claim and in the annual aggregate, or the Contractor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured Contractor. The errors and omissions policy shall be in effect and shall insure the Contractor's performance on City projects.
 7. Cyber Liability Coverage. To the extent that the Contractor/Supplier provides software, hardware, software or system development, consulting services, Internet/Application Service Provided services (e.g., outsourced functions such as web-hosting), or any other technology service, Technology Errors & Omissions (or technology professional liability coverage) insurance, including coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of the Contractor's/Supplier's products or services with limits of not less than \$10,000,000 per occurrence.
 - If the Contractor/Supplier has access to Confidential Information, Privacy and Network Security (sometimes otherwise known as Cyber Liability) coverage which includes providing protection against liability do (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer

systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from the loss or disclosure of confidential data with coverage limits of not less than \$10,000,000.00 per occurrence.

8. Garage Keepers Liability. Garage Liability Insurance in the amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage endorsed to include: a. Automobile Service Operations; and b. Garage keepers legal liability.
9. Contractors Pollution Liability Insurance: Contractor shall obtain and maintain in effect during the term of the contract, Contractors Pollution Liability Insurance, written on an occurrence basis, covering the contractors and any subcontractors thereof liability for bodily injury, property damage, and environmental clean up costs resulting from “sudden accidental” or “gradual” pollution events, all arising out of the work or services including the transportation risk to be performed under this contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

5.45. EQUIPMENT

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

5.46. LICENSES

Unless otherwise extended by the City, the awarded Respondent will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

5.47. PUBLIC ENTITY CRIMES

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a submittal/response to provide any goods or services to a public entity, may not submit a submittal/response with a public entity for the construction or repair of a public building or a public work, may not submit a submittal/response on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

5.48. PAYMENT OF SUBCONTRACTORS (FOR CONSTRUCTION PROJECTS ONLY)

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

5.49. AFFILIATED AGENCIES

This solicitation is issued by the City of Orlando on behalf of itself and its affiliated agencies, including but not limited to the Community Redevelopment Agency of the City of Orlando ("CRA"), the Downtown Development Board ("DDB"), and the Downtown South Neighborhood Improvement District ("DSNID") (each an "Affiliated Agency"). Upon the written agreement of the Contractor and an Affiliated Agency (or upon the issuance of a Purchase Order by an Affiliated Entity in circumstances where the City places orders by Purchase Order), Contractor shall provide such goods and/or services as set forth in this solicitation to an Affiliated Agency upon the same pricing, terms, and conditions set forth in the Contract between the City and Contractor, unless otherwise agreed in writing by the Contractor and the Affiliated Agency. Except as may otherwise be expressly provided in the agreement or Purchase Order authorizing the acquisition of the goods or services, (i) the procuring Affiliated Agency shall be solely responsible for all obligations and duties, and shall have all rights of the City, with respect to the goods or services procured by the Affiliated Agency; and (ii) Contractor shall look solely to the procuring Affiliated Agency for payment and the performance of any and all other obligations for goods or services contracted for by a procuring Affiliated Agency. With respect to work performed for an Affiliated Agency, actions may be taken on behalf an Affiliated Agency by the Chief Procurement Officer of the City of Orlando, or their designee(s).

5.50. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

At the option of the awarded vendor, the submission of any quote/bid in response to this Invitation for Bid constitutes a quote/bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these quotes/bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this quote/bid.

5.51. TERMINATION FOR CONVENIENCE

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of

such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

5.52. TERMINATION FOR DEFAULT

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or their surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

5.53. AMERICANS WITH DISABILITIES ACT

Notwithstanding any provision of this solicitation to the contrary, persons with disabilities needing a special accommodation to submit a submittal/response or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246-2291, not later than seven (7) days prior to the submittal date for accommodations

related to the submittal, or seven (7) days prior to the date on which any other accommodation is needed.

5.54. [PURCHASING CARD PROGRAM](#)

The City of Orlando uses a Visa purchasing card program to streamline our procurement process. In order to expedite payments to suppliers the J.P. Morgan Purchasing Card program and Virtual Card solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing, and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the Virtual Card solution.

Identified supplier benefits of this program are:

- Get paid faster – Virtual card payments will be made after invoice approval, ACH will be net 30, and check net 45
- Improve Days Sales Outstanding (DSO)
- Electronic payment that eliminates the cost of processing checks
- Payment within 48 hours
- Improve cash flow
- Increased working capital
- Reduced collection efforts and administrative expenses
- Enhanced corporate relationships
- Enhanced reporting
- Increased sales as a "Preferred Supplier"
- Streamlined reconciliation with remittance details included with electronic payment in email notification
- Lower carrying costs
- Less paper/manual work
- Dedicated supplier portal to view status of receivables

5.55. [EMERGENCY SUPPORT](#)

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the

citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

5.56. SUBCONTRACTORS

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

5.57. PRICING

Unless otherwise specified, Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

5.58. GOVERNING LAW / VENUE

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract.

5.59. FLORIDA PUBLIC RECORDS LAW

To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK OR RECORDS AND ARCHIVES MANAGER AT, RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-2148, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

5.60. RECYCLED CONTENT

In support of the Florida's waste management laws, Respondents are encouraged to supply with their submittal, any information available regarding recycled material content in the products being offered. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled

material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that Respondents provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Respondents Questionnaire as provided in this solicitation.

If the specifications contained herein require the use of recovered materials, by submitting a submittal or response to this solicitation, a respondent agrees and certifies that it will meet such requirement. Upon the conclusion of any contract resulting from this solicitation requiring the use of recovered materials, the Contractor shall submit to the City's project manager for the work a statement regarding the actual percentage of recovered materials utilized in the completion of the contract.

5.61. LIVING WAGE POLICY

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only for non-construction, all tiers for construction), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Unless amended by the parties, the applicable Living Wage rate in effect when the solicitation is issued shall be applicable for the entire term of the resulting contract, including any renewals. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Respondent shall allow the City to audit (at Respondent's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all awards for services which involve City expenditures that exceed \$100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one Contract year. As for multiple award Contracts (Contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several, then the living wage provision shall apply to all Contractors who are a party to that award. For those Contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

5.62. ORDER OF PRECEDENCE

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the Respondent's submittal, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

5.63. PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

5.64. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

5.65. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

5.66. INFORMATION

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

5.67. SAFETY MEASURES

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

5.68. EXTRA WORK

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

5.69. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

5.70. FEDERAL, STATE, AND LOCAL RULES / APPROVALS

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances,

rules, and regulations, for the proper execution and completion of the Work under this Agreement. Lack of knowledge by the Respondent will in no way be cause for relief from responsibility.

5.71. MISCELLANEOUS PROVISIONS

By submitting a submittal/response, the Respondent shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted submittals/responses for the work covered by the contract and is in all respects fair and without collusion or fraud. Respondent further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body 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 portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

5.72. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid/participate on, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- A. Any amount if, at the time of bidding/participating on, or entering into, or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;
or
- B. One million dollars or more if, at the time of bidding/participating on, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or
 2. Is engaged in business operations in Cuba or Syria."

Section 215.473 of the Florida Statutes defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.”

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid/participate on, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid/participate on, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of the attached, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

5.73. FAVORED CUSTOMER CLAUSE

Should the awarded Respondent (also referred to hereinafter as “Contractor”), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State

of Florida, at a lower price than the price listed in this solicitation, the awarded Contractor agrees to extend that same discounted price to the City of Orlando.

5.74. DRUG FREE WORKPLACE

By submitting a submittal/response in response to this Request for Quotation, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

5.75. NON-DISCRIMINATION

Contractor shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- B. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- C. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

5.76. EMPLOYMENT ELIGIBILITY

Employment Eligibility; E-Verify System. Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. Of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no

liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 488.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

5.77. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING

Pursuant to Section 287.05701 of the Florida Statutes, vendors are notified that the City as a local government in Florida, is prohibited from requesting documentation of or considering a vendor's social, political, or ideological interests when determining whether a vendor is a responsible vendor, and from giving a preference based upon such interests.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE STANDARD CONDITIONS SHALL HAVE PRECEDENCE.

6. SPECIAL TERMS AND CONDITIONS

6.1. REPORTING

The Respondent shall report sales and usage data to the City on an annual basis in MS Excel spreadsheet format. The following data at a minimum should be reported for each item included on the Price Form that is procured during the reporting period:

- Contract name and number
- Respondent's name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Manufacturer name
- Manufacturer part number
- Unit of measure
- Quantity
- Respondent's list price
- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of requested Reports is the responsibility of the Respondent, without prompting or notification by the City. The Respondent will submit by email the completed reports to the Purchasing Agent identified in the Contract. The City shall work with the Respondent to develop the approved electronic format and content of the Contract Sales Reports to be used by the Respondent.

Failure to provide reports may be grounds for default and /or cancellation of the Contract.

6.2. RECIPROCAL LOCAL PREFERENCE

In the event the lowest responsive and responsible response to any Request for Quotation is by a Respondent whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a Respondent whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible Respondent having a

principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible Respondent has its principal place of business.

6.3. INSURANCE REQUIREMENTS

For this Bid, the following types of insurance that are checked are required. For details, please refer to Section 5.44 of the Standard Terms & Conditions.

- Workers Compensation and Employer's Liability
- Comprehensive Automobile Liability
- Commercial General Liability

7. ELECTRONIC PRICING FORM(S) INSTRUCTIONS

The City of Orlando Procurement and Contracts Division has implemented an electronic pricing system to streamline solicitation responses.

All responsive Respondents to this solicitation must submit electronic submittals/responses. Paper responses will be deemed non-responsive.

7.1. PRICING INSTRUCTIONS

- A. Once you have logged into your OpenGov account, go to the solicitation in which you want to bid/participate on. Then click on "Draft Response," complete the information requested, upload your bid/quote/submittal, along with all required attachments, and submit.
- B. Unit prices for each item bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will prevail.
- C. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible Bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, Bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages may render such bids non-responsive.

8. VIRTUAL OPENING

JOIN THE VIRTUAL BID OPENING

INSTRUCTIONS:

A. Select a method to join.

1. Join a Microsoft Teams Meeting from your calendar, via dial-in number and conference ID, or sign in as a guest on the web. For information on joining a Microsoft Teams Meeting from the app or on the web, visit:
<https://support.office.com/en-us/article/join-a-teams-meeting-078e9868-f1aa-4414-8bb9-ee88e9236ee4>

B. Choose your device and download Teams.

1. Go to <https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app> and download Microsoft Teams. You can use a smart phone, tablet, laptop, or desktop computer to download at no cost.
2. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download the desktop or mobile application, follow the instructions to join a Microsoft Teams Meeting on the web.

C. Provide live public comment

1. An opportunity to speak will be provided to all in attendance during the meeting. You will be called by the name, email or phone number listed. When called, unmute your device and state your name and address for the record.

9. VENDOR QUESTIONNAIRE

The following questionnaire is to be completed by the Respondent. The Respondent warrants its response to this Solicitation to be fully disclosed and correct.

Compliance with all requirements will be solely the responsibility of the Respondent. Failure to provide requested information may result in disqualification of response.

If a question is not applicable, so indicate by writing "N/A"

9.1. DUNS Number (Dun & Bradstreet)*

*Response required

9.2. Experience: *

Years in Business:

Maximum response length: 10 characters

*Response required

9.3. Experience: *

Years in business under this name:

Maximum response length: 10 characters

*Response required

9.4. Experience: *

Years performing this type of work:

Maximum response length: 5 characters

*Response required

9.5. Local Service Facility, If Applicable*

Name of local service center.

*Response required

9.6. Local Service Facility, If Applicable*

Address of local service center. **(Please include City, County, and Zip code)**

*Response required

9.7. Local Service Facility, If Applicable*

Contact Name and telephone number:

*Response required

9.8. Discount Payment Terms (if any)?*

Provide percentage (%) of discount payment terms, if applicable.

Maximum response length: 5 characters

*Response required

9.9. [Discount Payment Terms if paid within _____ days after receipt of invoice, if applicable.*](#)

Enter number of days, if discount is applicable.

Maximum response length: 10 characters

*Response required

9.10. [The City of Orlando offers the option to receive payments utilizing the J.P Morgan Visa Virtual Card solution. Which payment option would your company prefer for payment of all invoices? \(check one\)*](#)

- J.P Morgan Visa Virtual Card solution (payment within 48 hours of invoice)
- ACH – Automated Clearing House (net 30)
- Check (net 45)

*Response required

9.11. [Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award?*](#)

- Yes
- No

*Response required

9.12. [Recycled Content:](#)

Please indicate the percentage _____% of recycled material contained in the supplied items, if applicable.

Maximum response length: 10 characters

9.13. [Recycled Content:*](#)

Is your product packaged/shipped in material containing recycled content?

- Yes
- No

*Response required

9.14. [Recycled Content:*](#)

Is your product recyclable after it has reached its intended end use?

- Yes
- No

*Response required

9.15. Authorized Signatories

The Respondent represents that the following persons are authorized to sign responses/submittals, and/or sign contracts and related documents to which the Respondent will be duly bound.

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the Respondent should provide with their response/submittal proof of authorization.

9.15.1. *Type in company's name**

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the Respondent should provide with their response/submittal proof of authorization.

*Response required

9.15.2. *Authorized Signatories**

Please Indicate Name or Names of Authorized Signatories.

*Response required

9.15.3. *Authorized Signatories**

Please Indicate Title or Titles of Authorized Signatories.

*Response required

9.15.4. *Authorized Signatories**

Please Indicate Principal or Authorized Authority.

*Response required

9.16. Required Forms

9.16.1. *ADDENDUM RECEIPT VERIFICATION**

Bidders must acknowledge all issued addenda by confirming below. Failure to acknowledge may result in a non-responsive bid.

The failure of a Bidder to submit/confirm acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

The undersigned acknowledges receipt of all issued addenda:

Please confirm

*Response required

9.16.2. *CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed

on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or it is found to have been engaged in business operations in Cuba or Syria.

Please confirm

*Response required

*9.16.3. References Form**

Please download the document below, complete, and upload.

- [Attachment A - References.pdf](#)

*Response required

*9.16.4. Respondent's Certification Form**

Please download the below document, complete, sign, notarize, and upload.

- [Attachment B - Respondent's...](#)

*Response required

*9.16.5. Contract and Acceptance Form**

Please download the document below, complete, sign, notarize, and upload.

- [Attachment C - Contract and...](#)

*Response required

*9.16.6. Conflict of Interest Disclosure Form **

Please download the below document, complete, sign, and upload.

- [Attachment D - Conflict of ...](#)

*Response required

*9.16.7. Confidential and/or Proprietary Information Exemption Form**

Please download the document below, complete, and upload.

- [Attachment E - Conf & Prop ...](#)

*Response required

*9.16.8. Human Trafficking Affidavit**

The Vendor hereby represents, warrants, and certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

A completed Human Trafficking Affidavit should be included with your Submittal. A contract shall not be awarded to a Respondent who does not submit the form at the time of submittal or within seven (7) days of the date the City requests the form be submitted, if a Respondent fails to return the form with its response.

Please download the Human Trafficking Affidavit below, complete, sign, notarize, and upload.

- [Attachment F-Human Traffick...](#)

*Response required

*9.16.9. Veteran Business Enterprise Participation Form**

Please download the document below, complete, and upload.

- [Attachment G - VBE Form.pdf](#)

*Response required

*9.16.10. W-9 Form**

Upload signed copy of Respondent's most current W-9 .

*Response required

*9.16.11. Proof of Insurance**

Upload copy of Respondent's Certificate of Insurance.

*Response required

*9.16.12. Bid Price Form**

Please download the below documents, complete, and upload.

- [Bid Price Form IFB26-0049 -...](#)

*Response required

ATTACHMENT A

REFERENCES

1. CONTACT INFORMATION

Name of Company

Name of Contact Individual

Contact Address

Contact City, State, Zip

Contact Telephone Number

Contact Email Address

2. REFERENCES:

Please provide references related to the scope of work.

Reference #1:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____
Project/Contract Title: _____
Project Contract Number: _____
Project/Contract Amount: _____
Project/Substantial Completion Date or Percent Complete: _____

Reference #2:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____
Project/Contract Title: _____
Project Contract Number: _____
Project/Contract Amount: _____
Project/Substantial Completion Date or Percent Complete: _____

Reference #3:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____
Project/Contract Title: _____
Project Contract Number: _____
Project/Contract Amount: _____
Project/Substantial Completion Date or Percent Complete: _____

Reference #4:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____
Project/Contract Title: _____
Project Contract Number: _____
Project/Contract Amount: _____
Project/Substantial Completion Date or Percent Complete: _____

3. **SUBCONTRACTORS** (for informational purposes only): If the Respondent intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	VBE Certified? (Y or N)
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT B

RESPONDENT'S CERTIFICATION FORM

I have carefully examined the Invitation for Bids/Request for Quotes, Instructions to bidders/respondents, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids/Request for Quotes.

I hereby propose to furnish the goods or services specified in the Invitation for Bids/Request for Quotes at the prices or rates quoted in my bid/submittal. I agree that my bid/submittal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids/submittals.

I agree to abide by all conditions of this bid/submittal and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid/submittal, including all exhibits and attachments completed and submitted with this bid/submittal, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid/submittal on behalf of the bidder/respondent as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid/contract.

I certify, under oath, that this bid/submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid/submittal for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid/submittal. I further certify that the undersigned executed this respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Waste Management Inc. of Florida
NAME OF BUSINESS

BY: *David M. Myhan*
SIGNATURE

David M. Myhan, President
NAME & TITLE, TYPED OR PRINTED

4986 LB McLeod Rd.
MAILING ADDRESS

Orlando, Fl. 32811
CITY, STATE, ZIP CODE

(407)383-4600
TELEPHONE NUMBER

(407) 428-5309
FAX NUMBER

jboscan@wm.com
E-MAIL ADDRESS

State of Florida
County of Palm Beach

Sworn to (or affirmed) and subscribed before me
this 22 day of January, 2026, by

Coleen T. Houlihan
Signature of Notary

Notary Public, State of Florida

Personally Known

-OR-

Produced Identification _____

Type: _____

Company Tax ID # 591094518
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)



ATTACHMENT C

CONTRACT AND ACCEPTANCE FORM

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's response/submittal for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's submittal in response to the Solicitation, including all schedules and forms submitted with the response/submittal, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

David M. Myhan
SIGNATURE

David M. Myhan, President
NAME & TITLE, TYPED OR PRINTED

Waste Management Inc. of Florida
NAME OF BUSINESS

4986 LB McLeod Rd.
MAILING ADDRESS

Orlando, Fl. 32811
CITY, STATE, ZIP CODE

PHONE: (407) 383-4600

FAX: (407) 428-5309

E-MAIL: jboscan@wm.com

State of Florida
County of Palm Beach

Sworn to (or affirmed) and subscribed before me
this 22 day of January, 2026, by

Coleen T. Houlihan
Signature of Notary

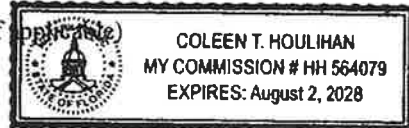
Notary Public, State of Florida

Personally Known (circle if appropriate)

-OR-

Produced Identification: _____

Type of Identification: _____



FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: Secondary Supplier: _____

This contract is for: All Item Numbers: _____ or Item Numbers: 1-5, 9-11

INITIAL CONTRACT TERM: 6/1/26 to 5/31/29

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By: David Billingsley
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: April 20, 2026

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

Coleen T. Houlihan
Assistant City Attorney
ORLANDO, FLORIDA

Date: April 16, 2026

ATTACHMENT D

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their submittal/response the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent's firm or any of its affiliates or subsidiaries.

By submission of this submittal/response, the Respondent certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondent's firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Disclosures:

N/A



Signature

David M. Myhan

Name

President

Title

Waste Management Inc. of Florida

Name of Company

January 22, 2026

Date

ATTACHMENT E

CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM

In accordance with the Proprietary Information Section of this Solicitation, please list below items, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure. If none, please indicate N/A.

Page No.	Section	Applicable Exempting Law	Detailed Explanation/Justification with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A



Signature

David M. Myhan

Name

President

Title

Waste Management Inc. of Florida

Name of Company

January 22, 2026

Date

ATTACHMENT F

Human Trafficking Affidavit

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

- A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true. Further Affiant sayeth naught.

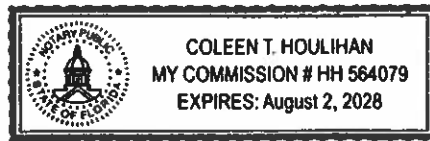
Contractor: Waste Management Inc. of Florida
Authorized Signature: [Handwritten Signature]
Printed Name: David M. Myhan
Title: President

Date: January 22, 2026

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 22 day of January, 2026, by [Name], as [Title] on behalf of the company/corporation. They [X] are personally known to me or [] have produced [] as identification.

Signature of Notary Public
[Handwritten Signature]
Name of Notary Typed, Printed or Stamped
My Commission Expires: [Date]



ATTACHMENT G

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: N/A

Certification Number: N/A

Expiration Date: N/A

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

IFB26-0049, Processing and Disposal of Waste

PRICING PAGE				Waste Management	
Line Item	Description	Qty	UOM	Unit Price	Total
Location A:				McLeod Rd Transfer Station 4978 LB McLeod Rd, Orlando	
Processing and Disposal of:					
1	Class I – Municipal Solid Waste (MSW)	50,000	Tons	\$57.50	\$2,875,000.00
2	Class III - Yard Waste (processed and recycled)	10,000	60	\$49.50	\$495,000.00
3	Class III – Yard Waste (processed for disposal)	10,000	6-	\$49.50	\$495,000.00
4	Class III – Construction and Demolition (C&D) Debris	20,000	Tons	\$49.50	\$990,000.00
5	Single Stream Recycling (for processing and marketing)	7,500	Tons	\$133.00	\$997,500.00
6	Food Waste (separately collected and processed for composting)	1,000	Tons		
7	Food Waste (separately collected and processed to produce energy)	1,000	Tons		
Location B:				Vista Landfill 242 W Keene Rd, Apopka	
Processing and Disposal of:					
8	Class I – Municipal Solid Waste (MSW)	50,000	Tons		
9	Class III - Yard Waste (processed and recycled)	10,000	Tons	\$45.00	\$450,000.00
10	Class III – Yard Waste (processed for disposal)	10,000	Tons	\$45.00	\$450,000.00
11	Class III – Construction and Demolition (C&D) Debris	20,000	Tons	\$45.00	\$900,000.00
12	Single Stream Recycling (for processing and marketing)	7,500	Tons		
13	Food Waste (separately collected and processed for composting)	1,000	Tons		
14	Food Waste (separately collected and processed to produce energy)	1,000	Tons		
Location C:					
Processing and Disposal of:					
15	Class I – Municipal Solid Waste (MSW)	50,000	Tons		
16	Class III - Yard Waste (processed and recycled)	10,000	Tons		
17	Class III – Yard Waste (processed for disposal)	10,000	Tons		
18	Class III – Construction and Demolition (C&D) Debris	20,000	Tons		
19	Single Stream Recycling (for processing and marketing)	7,500	Tons		

IFB26-0049, Processing and Disposal of Waste

PRICING PAGE				Waste Management	
Line Item	Description	Qty	UOM	Unit Price	Total
20	Food Waste (separately collected and processed for composting)	1,000	Tons		
21	Food Waste (separately collected and processed to produce energy)	1,000	Tons		

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Waste Management Inc. of Florida
	2	Business name/disregarded entity name, if different from above.
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>
	5	Address (number, street, and apt. or suite no.). See instructions. 800 Capitol Street, Suite 3000
	6	City, state, and ZIP code Houston, TX 77002
	7	List account number(s) here (optional) Remit to: WM CORPORATE SERVICES, INC., AS PAYMENT AGENT, PO BOX 4648, CAROL STREAM, IL 60197-4648
		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number										
or										
Employer identification number										
5	9		-	1	0	9	4	5	1	8

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>Richard Spears</i>	Date	2/24/2025
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: Jon C. Williams, City Manager

Date: June 18, 2026 **Meeting Date:** June 25, 2026

Subject: Reduce and remove Code Enforcement liens for 249 Center Street (PARCEL ID# 13-22-27-5260-00-092)
CODE CASE – 14-153
CODE CASE – 15-009
CODE CASE – 15-036
CODE CASE – 15-069
CODE CASE – 16-006

Issue:
In 2014, Code Enforcement worked with the Building Official to condemn and demolish the structure at 249 Center Street, which cost the City \$5,432.80 plus recording fees and time to complete the operations. In 2015 Code Enforcement had to mow the grass on three occasions, which cost a total of \$1,330.00 plus recording fees and time to complete the process. In 2016, Code Enforcement had to mow the grass once, which cost a total of \$400.00 plus recording fees and time to complete the process. The total lien amount on the property now is \$24,739.85. After that last mowing in 2016, the property owner always maintained the grass. The property is currently under contract to be sold and the new owner is planning to construct new homes on the lot.

Discussion:
Since the 2016 Code Case, this property has always been maintained and has not required any staff time to address issues. The new owner is under contract to sell the property so new homes can be built on the lot. With the history of this property, staff spent a considerable amount of time working on addressing violations. Reducing the fine to \$9,000.00 will cover all City expenses.

Recommended Action:
Staff recommends that City Commission reduce the lien from \$24,739.85 to \$9,000.00 and release the lien if paid by July 31, 2026.

Attachment(s)/References:

N/A

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: Jon C. Williams, City Manager

Date: June 18, 2026 **Meeting Date:** June 25, 2026

Subject: Reduce and remove Code Enforcement liens for 281 Center Street (PARCEL ID# 13-22-27-5260-00-116)
14-144 – Housing code: \$3,632.80
15-011 – Overgrown yard: \$350.00
15-034 – Overgrown yard: \$200.00
15-070 – Overgrown yard: \$350.00
16-008 – Overgrown yard: \$300.00

Issue:
In 2014, Code Enforcement worked with the Building Official to condemn and demolish the structure at 281 Center Street, which cost the City \$3,632.80 plus recording fees and time to complete the operations. In 2015 Code Enforcement had to mow the grass on three occasions, which cost a total of \$900.00 plus recording fees and time to complete the process. In 2016, Code Enforcement had to mow the grass once, which cost a total of \$300.00 plus recording fees and time to complete the process. The total lien amount on the property now is \$18,082.56. After that last mowing in 2016, the property owner always maintained the grass. The property is currently under contract to be sold, and the new owner is planning to construct new homes on the lot.

Discussion:
Since the 2016 Code Case, this property has always been maintained and has not required any staff time to address issues. The new owner is under contract to sell the property so new homes can be built on the lot. With the history of this property, staff spent a considerable amount of time working on addressing violations. Reducing the fine to \$6,000.00 will cover all City expenses.

Recommended Action:
Staff recommends that City Commission reduce the lien from \$18,082.56 to \$6,000.00 and release the lien if paid by July 31, 2026.

Attachment(s)/References:

N/A

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: June 18, 2026 **Meeting Date:** June 25, 2026

Subject: Architectural Review and Historic Preservation Board Appointment

Issue: There is one vacancy on the Architectural Review and Historic Preservation Board.

Discussion:

The Historic District Code has specific requirements for the members who make up the Architectural Review and Historic Preservation Board. The currently vacant seat must be occupied by someone who owns commercial property within the Historic District. The only current applicant who fits this criteria is Adrian Galvan, who is one of the founders of VMG Construction and owns commercial property in the Historic District at 39 1st Street. This role had been previously filled by Ryan Hinricher, who recently resigned from the Board.

Recommended action:

Motion to appoint Adrian Galvan to the Architectural Review and Historic Preservation Board to serve a 3-year term effective July, 2026.



BOARDS & COMMITTEES INTEREST

NAME: Adam Parish

HOME ADDRESS: 224 S Boyd Street DISTRICT # 1

PHONE: 407-470-8858 ALTERNATE: _____

EMAIL: adamsparrish@outlook.com OCCUPATION: Technical Director

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? Lakes of Windermere HOA, Orlando Area Rowing Society

REFERENCE(S): Joe Roberts 407-448-7092 LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: Masters in Business Administration, UCF

ADDITIONAL CONSIDERATIONS I have a passion for community building both through personal relationships and thoughtful design and architecture.

BOARD(S) OF INTEREST

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARD/COMMITTEES.
VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY.

PLEASE CHECK ALL THAT APPLY - SEE WEBSITE FOR DESCRIPTIONS

- Architectural Review & Historic Preservation
- General Employees Pension Board*
- Police & Firefighter Pension Board*
- Code Enforcement Board*
- Community Redevelopment Agency Advisory Board*
- Planning & Zoning Board*
- Election Canvassing Board

PLEASE NOTE:

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QUESTIONS?

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E-MAIL: CITYCLERK@CWGDN.COM



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BOARDS & COMMITTEES INTEREST

NAME: Adrian Galvan

HOME ADDRESS: 1302 E Fullers Cross Road DISTRICT # 1

PHONE: 4076970920 ALTERNATE: 4073479536

EMAIL: adrian@vmgconstructioninc10.com OCCUPATION: Construction CEO/CFO

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? Code Enforcement Board

REFERENCE(S): Agnes Gregory CPA(407-923-3859) LICENSE/CERTIFICATION(S) ACI Certification

EDUCATION/EXPERIENCE: Owner of VMG Construction. Experience in commercial construction, redevelopment, permitting, and commercial real estate.

ADDITIONAL CONSIDERATIONS Business owner, investor, and community stakeholder with hands-on experience in development

BOARD(S) OF INTEREST

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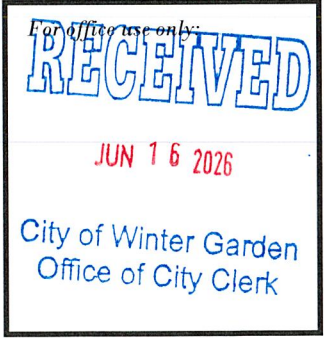
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BOARDS & COMMITTEES INTEREST

NAME:

HOME ADDRESS: DISTRICT #

PHONE: ALTERNATE: _____

EMAIL: OCCUPATION:

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED?

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

EDUCATION/EXPERIENCE:

ADDITIONAL CONSIDERATIONS

BOARD(S) OF INTEREST

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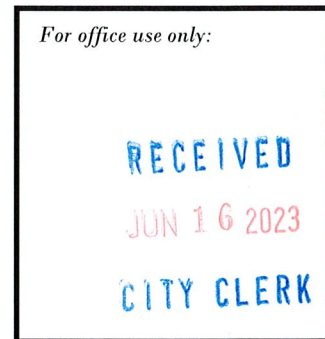
- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Architectural Review & Historic Preservation | <input type="checkbox"/> General Employees Pension Board* | <input type="checkbox"/> Police & Firefighter Pension Board* |
| <input type="checkbox"/> Code Enforcement Board* | <input type="checkbox"/> Community Redevelopment Agency Advisory Board* | |
| <input type="checkbox"/> Planning & Zoning Board* | <input checked="" type="checkbox"/> Election Canvassing Board | |

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BOARDS & COMMITTEES INTEREST

NAME: Ayhan Topgul

HOME ADDRESS: 1547 Juniper Hammock St. Winter Garden, FL. 34787 DISTRICT # 1

PHONE: 321-888-9193 ALTERNATE: _____

EMAIL: readysailsail@icloud.com OCCUPATION: Finance Manager

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? Citizens Appeal Board

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

EDUCATION/EXPERIENCE: Bachelors/Political Sciene. Board Memeber, Guardian ad Litem Advocate.

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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- | | | |
|---|---|--|
| <input type="checkbox"/> Architectural Review & Historic Preservation | <input type="checkbox"/> General Employees Pension Board* | <input type="checkbox"/> Police & Firefighter Pension Board* |
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BOARDS & COMMITTEES INTEREST

NAME: Deanna Butler

HOME ADDRESS: 201 N. Highland Ave DISTRICT # 1

PHONE: 321-689-2358 ALTERNATE: _____

EMAIL: dbutler@certifiedissas.com OCCUPATION: Director of Membership Services

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? _____

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

EDUCATION/EXPERIENCE: Lived in Winter Garden for 27 years. I have

ADDITIONAL CONSIDERATIONS seen a lot of changes. My desire is to serve my beautiful city. I also worked for the city in P+Z for several years

BOARD(S) OF INTEREST

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARD/COMMITTEES.

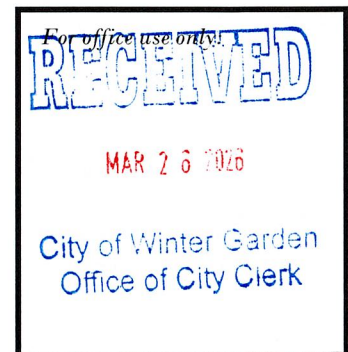
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- Architectural Review & Historic Preservation
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- Police & Firefighter Pension Board
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- Planning & Zoning Board
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BOARDS & COMMITTEES INTEREST

NAME: _____

HOME ADDRESS: _____ DISTRICT # _____

PHONE: _____ ALTERNATE: _____

EMAIL: _____ OCCUPATION: _____

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? _____

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

EDUCATION/EXPERIENCE: _____

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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For office use only:

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

BOARDS & COMMITTEES INTEREST

NAME: Thomas English

HOME ADDRESS: 205 S Highland Ave DISTRICT # 1

PHONE: 352-267-6780 ALTERNATE: _____

EMAIL: tomlenglish1@gmail.com OCCUPATION: Finance/Mortgage Lending

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? Community Foundation of South Lake, South Lake Chamber of Commerce, Project Scholars (Pig on the Pond) and Central Florida Healthcare Alliance _____

REFERENCE(S): Curt Binney LICENSE/CERTIFICATION(S) NMLS Loan Originator

EDUCATION/EXPERIENCE: Barry University Bachelor's Business

ADDITIONAL CONSIDERATIONS I would bring a practical perspective and commitment to thoughtful public service.

BOARD(S) OF INTEREST

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARD/COMMITTEES.
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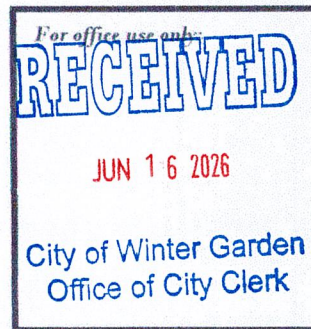
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BOARDS & COMMITTEES INTEREST

NAME: Thomas Liebscher Morelli

HOME ADDRESS: [REDACTED] Winter Garden (exempt per F.S. 119.071) DISTRICT # 1

PHONE: 407-269-3341 ALTERNATE: 407-900-9515

EMAIL: tom@morelli-law.com OCCUPATION: Attorney

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? None with the City / HOA Board (Covington Chase) - Vice President

REFERENCE(S): Ben Rust - 850-443-8534 LICENSE/CERTIFICATION(S) Florida Bar - 104796

EDUCATION/EXPERIENCE: Juris Doctorate / Practicing Attorney

ADDITIONAL CONSIDERATIONS City of Winter Garden Resident for 8 years / Owner of Morelli Law
located in Downtown Winter Garden (132 W. Plant Street, Suite 230)

BOARD(S) OF INTEREST

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARD/COMMITTEES.
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For office use only:

RECEIVED

JAN - 6 2022

CITY CLERK

QUESTIONS?

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APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND SUBMITTED FOR CONSIDERATION AS BOARD VACANCIES OCCUR



BOARDS & COMMITTEES INTEREST

NAME:

HOME ADDRESS: DISTRICT #

PHONE: ALTERNATE:

EMAIL: OCCUPATION:

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED?

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

EDUCATION/EXPERIENCE:

ADDITIONAL CONSIDERATIONS

BOARD(S) OF INTEREST

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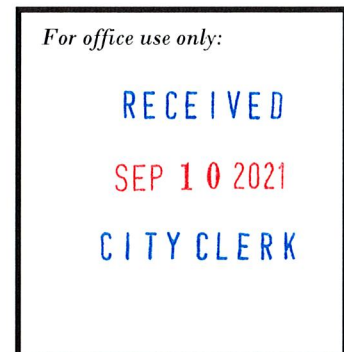
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APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND SUBMITTED FOR CONSIDERATION AS BOARD VACANCIES OCCUR



BOARDS & COMMITTEES INTEREST

NAME: Benjamin LaTorre

HOME ADDRESS: 753 Rainfall Drive DISTRICT # 2

PHONE: 407-394-9183 ALTERNATE: _____

EMAIL: blatorre4050@yahoo.com OCCUPATION: Auditor

U.S. CITIZEN? YES NO

CITY RESIDENT? YES NO

REGISTERED VOTER? YES NO

CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? Election

REFERENCE(S): Ron Mueller LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: Masters in Accounting

ADDITIONAL CONSIDERATIONS Knights of Columbus

BOARD(S) OF INTEREST

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARD/COMMITTEES.
VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY.

PLEASE CHECK ALL THAT APPLY - SEE WEBSITE FOR DESCRIPTIONS

Architectural Review & Historic Preservation

General Employees Pension Board*

Police & Firefighter Pension Board*

Code Enforcement Board*

Community Redevelopment Agency Advisory Board*

Planning & Zoning Board*

Election Canvassing Board

PLEASE NOTE:

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BOARDS & COMMITTEES INTEREST

NAME: Ingrid Collins

HOME ADDRESS: 1108 Brandy Lake View Circle DISTRICT # 2

PHONE: 813-382-9405 ALTERNATE: _____

EMAIL: ingridcollinsfl@gmail.com OCCUPATION: Associate State Director, AARP

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? WMFE

REFERENCE(S): Mimi Reggentin LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: B.S. UCF

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Architectural Review & Historic Preservation | <input type="checkbox"/> General Employees Pension Board* | <input type="checkbox"/> Police & Firefighter Pension Board* |
| <input type="checkbox"/> Code Enforcement Board* | <input checked="" type="checkbox"/> Community Redevelopment Agency Advisory Board* | |
| <input type="checkbox"/> Planning & Zoning Board* | <input type="checkbox"/> Election Canvassing Board | |

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BOARDS & COMMITTEES APPLICATION

THANK YOU FOR YOUR INTEREST IN SERVING - VOLUNTEERS LIKE YOU ARE ESSENTIAL TO A RESPONSIVE GOVERNMENT

NAME: Jeffrey Hart

HOME ADDRESS: 14007 Jomatt Loop DISTRICT # 2

PHONE: 813-957-5167 ALTERNATE: _____

EMAIL: flahart40@verizon.net OCCUPATION: Manager

U.S. CITIZEN?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	REGISTERED VOTER?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
CITY RESIDENT?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	CITY EMPLOYEE	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

PRIOR BOARD(S) SERVED? None

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

EDUCATION/EXPERIENCE: Bachelor's Degree

ADDITIONAL CONSIDERATIONS _____

PLEASE CHECK ALL THAT APPLY - SEE WEBSITE OR CITY CODE FOR DETAILS

- | | |
|--|--|
| <input checked="" type="checkbox"/> Architectural Review & Historic Preservation | <input type="checkbox"/> Election Canvassing Board |
| <input type="checkbox"/> Charter Review Committee | <input type="checkbox"/> General Pension Board* |
| <input type="checkbox"/> Code Enforcement Board* | <input type="checkbox"/> Planning & Zoning Board* |
| <input type="checkbox"/> Community Redevelopment Agency Advisory Board* | <input type="checkbox"/> Winter Garden Police & Firefighter Pension Board* |

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APPLICATIONS KEPT ON FILE FOR ONE YEAR AND SUBMITTED FOR CONSIDERATION AS BOARD VACANCIES OCCUR



BOARDS & COMMITTEES INTEREST

NAME: Maria Gomez

HOME ADDRESS: 39 Lakeview Reserve Blvd DISTRICT # 2

PHONE: 407-733-7126 ALTERNATE: _____

EMAIL: mgomez@lelandmanagement.com OCCUPATION: Community Assoc Manager

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? Lakeview Reserve Homeowners Association

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

EDUCATION/EXPERIENCE: _____

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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PLEASE CHECK ALL THAT APPLY - SEE WEBSITE FOR DESCRIPTIONS

- Architectural Review & Historic Preservation
- General Employees Pension Board*
- Police & Firefighter Pension Board*
- Code Enforcement Board*
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BOARDS & COMMITTEES INTEREST

NAME: David Calvert

HOME ADDRESS: 2157 Tillman Avenue, Winter Garden, 34787 DISTRICT # 3

PHONE: 4072320774 ALTERNATE: _____

EMAIL: david.calvert@mwwc.com OCCUPATION: Hospitality Executive

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? No for Winter Garden. On board for Hotel in Boston, Ma

REFERENCE(S): Andy Sheeter (Crooked Can LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: University of North Florida; 20+ years with Universal & Marriott

ADDITIONAL CONSIDERATIONS Currently, VP, Brand Strategy & Customer Communications for Marriott

Current 12 year resident of Winter Garden (7 years Windermere prior)

BOARD(S) OF INTEREST

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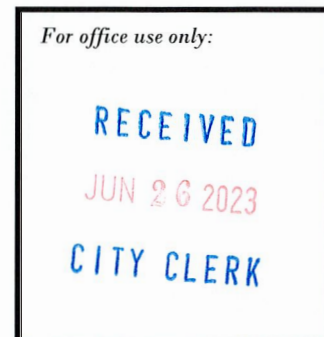
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BOARDS & COMMITTEES INTEREST

NAME: sergio ribeiro filho

HOME ADDRESS: 14384 sunbridge circle DISTRICT # 43

PHONE: 4079025266 ALTERNATE: 4077500107

EMAIL: rosendaldz7@gmail.com OCCUPATION: student

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? none

REFERENCE(S): sergio rosental LICENSE/CERTIFICATION(S) MBA,mechanical engineering

EDUCATION/EXPERIENCE: MBA,mechanical engineering degree

ADDITIONAL CONSIDERATIONS Business owner for over 35 years

BOARD(S) OF INTEREST

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BOARDS & COMMITTEES INTEREST

NAME: Teresa Schorr

HOME ADDRESS: 12813 Keddlestone Lane Winter Garden FL 34787 DISTRICT # 3

PHONE: 3219455122 ALTERNATE: _____

EMAIL: terriclaire78@gmail.com OCCUPATION: Healthcare Compliance Officer

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? na

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

EDUCATION/EXPERIENCE: MBA Loyola University, Certified in Healthcare Compliance

ADDITIONAL CONSIDERATIONS I am a mother and professional working in our community who believes that working together with neighbors helps to build a community into a home.

BOARD(S) OF INTEREST

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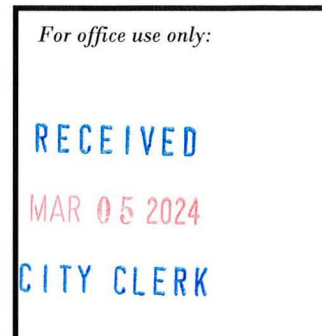
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Architectural Review & Historic Preservation | <input type="checkbox"/> General Employees Pension Board* | <input type="checkbox"/> Police & Firefighter Pension Board* |
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BOARDS & COMMITTEES INTEREST

NAME: DR. ALEXANDER ABRAHAM

HOME ADDRESS: 14495 WABASSO LOOP, WINTER GARDEN DISTRICT # 4

PHONE: 407-280-6496 ALTERNATE: _____

EMAIL: aa.abraham@ajrecorp.com OCCUPATION: DEVELOPER / BUSINESS ENTREPRENEUR

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? _____

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

EDUCATION/EXPERIENCE: PH.D (BIOMEDICAL Engineering), FL DEVELOPER, FORTUNE 100 SR. BUSINESS ANALYST, BUSINESS Ops Consultant

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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- Police & Firefighter Pension Board*
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BOARDS & COMMITTEES INTEREST

NAME: Karina Martinez

HOME ADDRESS: 15317 Beamleigh Road Winter Garden FL 34787 DISTRICT # 4

PHONE: 3863338519 ALTERNATE: _____

EMAIL: karinaamartinez0@gmail.com OCCUPATION: Paralegal

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? N/A

REFERENCE(S): N/A LICENSE/CERTIFICATION(S) Project Manager - Notary

EDUCATION/EXPERIENCE: Project Manager - Notary license

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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BOARDS & COMMITTEES INTEREST

NAME: RICHARD CHEN

HOME ADDRESS: 16755 RUBY ANCHOR RD. WINTER GARDEN, FL DISTRICT # 4

PHONE: 321 3707679 ALTERNATE: _____

EMAIL: richc620@gmail.com OCCUPATION: RETIRED DIPLOMAT

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? —

REFERENCE(S): ATTACHED LICENSE/CERTIFICATION(S) PMP

EDUCATION/EXPERIENCE: MA Economics, Tufts University / 16 years with the U.S. Government

ADDITIONAL CONSIDERATIONS I was a project manager on overseas projects looking at economic development issues.

BOARD(S) OF INTEREST

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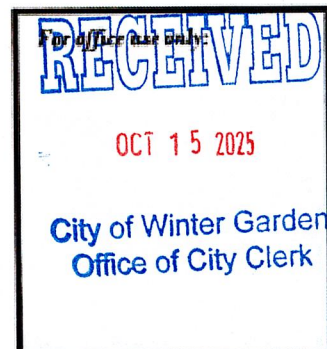
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Richard X. Chen
16755 Rusty Anchor Road
Winter Garden, FL 34787
richc620@gmail.com
1-352-769-9431

Professional References for Richard Chen

Name: Marcelo Arellano
Title: Deputy Mission Director
Company: USAID/Jordan
Email: celloarellano@gmail.com
Relationship: Current supervisor at USAID/Jordan.

Name: Gregory Olson
Title: Deputy Director, Economic Development and Energy Office
Company: USAID/Jordan
Phone: 1-970-426-5619
Email: Gpolso@gmail.com
Relationship: Current supervisee at USAID/Jordan

Name: Nancy Eslick
Title: Mission Director
Company: USAID/Cambodia
Phone: 1-202-848-3353
Relationship: Former Supervisor at USAID/Cambodia

Name: Laura Cizmo
Title: Deputy Director, Sustainable Economic Growth Office
Company: USAID/Cambodia
Phone: 1-415-890-5072
Email: laura.cizmo@gmail.com
Relationship: Former Supervisee at USAID/Cambodia

Name: Mark Doyle
Title: Deputy Director, Sustainable Economic Growth Office
Company: USAID/Cambodia
Phone: 16186127919
Email: doylem1231@gmail.com
Relationship: Former Supervisee at USAID/Cambodia

Name: Stephen Fitzpatrick

Title: Director, Program Office

Company: USAID/Cambodia

Email: stepfitz4@gmail.com

Relationship: Former Peer/Colleague at USAID/Cambodia and USAID/Ghana

Name: Kevin Sharp

Title: Director, Economic Growth Office

Company: USAID/Ghana

Email: sharpkc1970@gmail.com

Relationship: Former Supervisor at USAID/Ghana

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ronisha Martin, City Clerk

Via: Jon C. Williams, City Manager

Date: June 12, 2026

Meeting Date: June 25, 2026

Subject: **Board Appointments – Election Canvassing Board**

Issue: Annual appointment of (4) Members required by City Code

Discussion:

The 2027 General Election for the City is March 9, 2027 for electing Mayor-District 5 (At Large) and City Commission District 1. Four appointments are needed for the Election Canvassing Board to fill the (4) expiring seats. These seats are for one-year term and the City Charter, Section 48 (1), requires that the appointments are made by July 1st prior to the election year.

There was no election in 2025 and all four of the currently seated members Danykqua L. Faulk, Martha L. Lombardy, Martin Jacoby and Char F. Jordan have expressed their desire to remain on the Election Canvassing Board for the 2027 General Election.

Recommended Action:

Motion to appoint (2) Regular members and (2) Alternate members to the **Election Canvassing Board** for a one-year term.

Attachment(s)/References:

Board interest Applications



BOARDS & COMMITTEES INTEREST

NAME: Adrienne Trier-Bieniek

HOME ADDRESS: 1725 Americus Minor Drive DISTRICT # 1

PHONE: 6164818624 ALTERNATE: _____

EMAIL: adrienne.mtb@gmail.com OCCUPATION: College Professor

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? I serve on my community HOA as well as college committees.

REFERENCE(S): Catherine Sheika LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: Ph.D. in sociology, higher education professional, election volunteer

ADDITIONAL CONSIDERATIONS since 2016, published in American history and culture.

Catherine Sheika's number is 630-569-4502

BOARD(S) OF INTEREST

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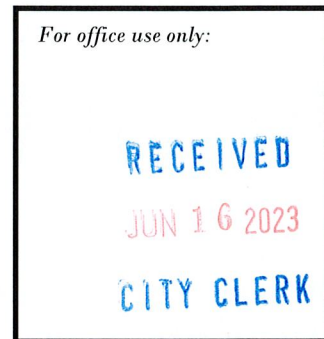
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- Community Redevelopment Agency Advisory Board*
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BOARDS & COMMITTEES INTEREST

NAME: Ayhan Topgul

HOME ADDRESS: 1547 Juniper Hammock St. Winter Garden, FL. 34787 DISTRICT # 1

PHONE: 321-888-9193 ALTERNATE: _____

EMAIL: readysailsail@icloud.com OCCUPATION: Finance Manager

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? Citizens Appeal Board

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

EDUCATION/EXPERIENCE: Bachelors/Political Sciene. Board Memeber, Guardian ad Litem Advocate.

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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BOARDS & COMMITTEES INTEREST

NAME: _____

HOME ADDRESS: _____ DISTRICT # _____

PHONE: _____ ALTERNATE: _____

EMAIL: _____ OCCUPATION: _____

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? _____

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

EDUCATION/EXPERIENCE: _____

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARD/COMMITTEES.
VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY.

PLEASE CHECK ALL THAT APPLY - SEE WEBSITE FOR DESCRIPTIONS

- Architectural Review & Historic Preservation
- General Employees Pension Board*
- Police & Firefighter Pension Board*
- Code Enforcement Board*
- Community Redevelopment Agency Advisory Board*
- Planning & Zoning Board*
- Election Canvassing Board

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For office use only:

QUESTIONS?

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E-MAIL: CITYCLERK@CWGDN.COM

APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND SUBMITTED FOR CONSIDERATION AS BOARD VACANCIES OCCUR



BOARDS & COMMITTEES INTEREST

NAME: Benjamin LaTorre

HOME ADDRESS: 753 Rainfall Drive DISTRICT # 2

PHONE: 407-394-9183 ALTERNATE: _____

EMAIL: blatorre4050@yahoo.com OCCUPATION: Auditor

U.S. CITIZEN? YES NO

CITY RESIDENT? YES NO

REGISTERED VOTER? YES NO

CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? Election

REFERENCE(S): Ron Mueller LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: Masters in Accounting

ADDITIONAL CONSIDERATIONS Knights of Columbus

BOARD(S) OF INTEREST

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APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND SUBMITTED FOR CONSIDERATION AS BOARD VACANCIES OCCUR



BOARDS & COMMITTEES INTEREST

NAME: David Calvert

HOME ADDRESS: 2157 Tillman Avenue, Winter Garden, 34787 DISTRICT # 3

PHONE: 4072320774 ALTERNATE: _____

EMAIL: david.calvert@mwwc.com OCCUPATION: Hospitality Executive

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? No for Winter Garden. On board for Hotel in Boston, Ma

REFERENCE(S): Andy Sheeter (Crooked Can LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: University of North Florida; 20+ years with Universal & Marriott

ADDITIONAL CONSIDERATIONS Currently, VP, Brand Strategy & Customer Communications for Marriott

Current 12 year resident of Winter Garden (7 years Windermere prior)

BOARD(S) OF INTEREST

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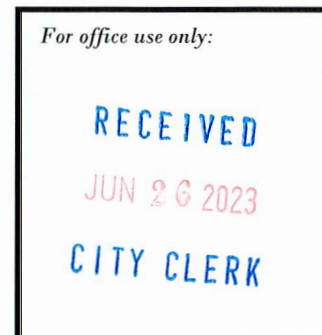
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BOARDS & COMMITTEES INTEREST

NAME: sergio ribeiro filho

HOME ADDRESS: 14384 sunbridge circle DISTRICT # 3

PHONE: 4079025266 ALTERNATE: 4077500107

EMAIL: rosendaldz7@gmail.com OCCUPATION: student

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? none

REFERENCE(S): sergio rosendal LICENSE/CERTIFICATION(S) MBA,mechanical engineering

EDUCATION/EXPERIENCE: MBA,mechanical engineering degree

ADDITIONAL CONSIDERATIONS Business owner for over 35 years

BOARD(S) OF INTEREST

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E-MAIL: CITYCLERK@CWGDN.COM



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BOARDS & COMMITTEES INTEREST

NAME: DR. ALEXANDER ABRAHAM

HOME ADDRESS: 14495 WABASSO LOOP, WINTER GARDEN DISTRICT # 4

PHONE: 407-280-6496 ALTERNATE: _____

EMAIL: aa.abraham@ajrecorp.com OCCUPATION: DEVELOPER / BUSINESS ENTREPRENEUR

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? _____

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

EDUCATION/EXPERIENCE: PH.D (BIOMEDICAL Engineering), FL DEVELOPER, FORTUNE 100 SR. BUSINESS ANALYST, BUSINESS Ops Consultant

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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BOARDS & COMMITTEES INTEREST

NAME: Karina Martinez

HOME ADDRESS: 15317 Beamleigh Road Winter Garden FL 34787 DISTRICT # 4

PHONE: 3863338519 ALTERNATE: _____

EMAIL: karinaamartinez0@gmail.com OCCUPATION: Paralegal

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? N/A

REFERENCE(S): N/A LICENSE/CERTIFICATION(S) Project Manager - Notary

EDUCATION/EXPERIENCE: Project Manager - Notary license

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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