



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

Regular Meeting

July 9, 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 25, 2026

2. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

- A. **ORDINANCE 26-22:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CITY OF WINTER GARDEN FISCAL YEAR 2025-2026 BUDGET; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE **Second reading and public hearing July 23, 2026 – Finance Director Zielonka**
- B. **ORDINANCE 26-23:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 66, CITY OF WINTER GARDEN CODE OF ORDINANCES; AMENDING SECTION 66-104 AND SECTION 66-107 GOVERNING LOCAL BUSINESS TAXES; PROVIDING FOR TAX SCHEDULE; PROVIDING REQUIREMENTS FOR INCREASING RATE OF LOCAL BUSINESS TAXES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE – **Second reading and public hearing July 23, 2026 – Planning Director Carson**

3. 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 **SITE PLAN** for Boys and Girls Club Gymnasium located at 459 9th Street – **Planning Director Carson**
- D. **Matters From Public - (Limited to 3 minutes per speaker)**
- E. **Matters From City Attorney - A. Kurt Ardaman**
- F. **Matters From City Manager - Jon C. Williams**
- G. **Matters From Mayor and Commissioners**
- H. **Adjourn Regular Meeting** on Thursday, **July 23, 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. 6327, 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 25, 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
Assistant City Attorney - Dan Langley
City Clerk - Ronisha Martin

1. Approval of Minutes

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

Motion by Commissioner Bennett to approve regular meeting minutes of June 11, 2026. Seconded by Commissioner Sharman and carried unanimously 5-0.

2. PRESENTATION

A. **Florida League of Cities** — Tyler Denahan, Account Executive with the Florida League of Cities, presented Mayor John Rees with the John Land Years of Service Award in recognition of his thirty years of elected service to the City of Winter Garden. Mr. Denahan highlighted the League’s mission of supporting Florida’s municipalities and then read a resolution commending the Mayor for his dedication, leadership, and longstanding service to the community.

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

Assistant City Attorney Dan Langley read Ordinance 26-17 by title only. Planning Director Kelly Carson stated that Ordinance 26-17 proposes updates to the City's code requirements related to accessory structures and buildings, including detached garages, front porches, and accessory dwelling units (ADUs). She explained that the ordinance establishes consistent development standards for the location, size, height, parking, architectural design, and occupancy of ADUs. She further noted that ADUs would be permitted only on homesteaded single-family residential properties, limited to one ADU per property, and would not be permitted for separate sale or short-term rental. Ms. Carson also stated that the ordinance reorganizes the City's accessory structure regulations, establishes development standards for detached garages, and aligns the requirements with the Historic District Overlay standards. Staff recommended approval.

Mayor Rees opened the public hearing.

Tami Dacey, a Winter Garden resident, spoke in support of the ordinance. She stated that ADUs would provide needed housing options for families caring for adult children with disabilities, aging parents, and multigenerational households. She added that the proposed ordinance would allow loved ones to remain close to their families while providing independence and privacy.

Mayor Rees, hearing and seeing no other requests for public comment, closed the public hearing.

Motion by Commissioner Bennett to approve Ordinances 26-17. Seconded by Commissioner Jones and Johnson simultaneously and carried unanimously 5-0

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

Mayor Rees stated that this item would continue to the next meeting date. Assistant City Manager for Public Services Steve Pash clarified that the item would be returned for a different property. He noted that the contractor would relocate to the new parking lot at Lumen, where a limited number of parking spaces would be available for vehicles, and that no staging would occur at the Police Department.

- B. Recommendation to Piggyback City of Orlando Contract with Waste Management, Inc. of Florida for processing and disposal of waste

Mayor Rees stated that this item would continue to the next meeting date.

C. Recommendation to approve lien reduction and removal of Code Enforcement liens for 249 Center Street

Assistant City Manager for Public Services Steve Pash stated that the request is to reduce code enforcement liens on the property located at 249 Center Street. He explained that the liens resulted from the condemnation and demolition of a dilapidated structure in 2014 and multiple mowing violations in 2015 and 2016. Mr. Pash further noted that the property was purchased through a tax deed, has since been maintained, and is under contract for the development of affordable housing. Staff recommended reducing the lien from \$24,739.85 to \$9,000, if paid by July 31, 2026, to recover the City's costs associated with the enforcement actions.

Motion by Commissioner Johnson to approve lien reduction and removal of Code Enforcement liens for 249 Center Street. Seconded by Commissioner Jones and carried unanimously 5-0.

D. Recommendation to approve lien reduction and removal of Code Enforcement liens for 281 Center Street

Assistant City Manager for Public Services Steve Pash stated that the request is to reduce the code enforcement liens on the property located at 281 Center Street. He explained that the liens resulted from the demolition of a condemned structure and mowing violations. He further noted that the property is under contract for affordable housing. Staff recommended reducing the lien from \$18,082.56 to \$6,000 if paid by July 31, 2026.

Mayor Rees remarked that he hoped the affordable housing would benefit a qualified Winter Garden resident.

Motion by Commissioner Johnson to approve lien reduction and removal of Code Enforcement liens for 281 Center Street. Seconded by Commissioner Bennett and carried unanimously 5-0.

E. BOARD APPOINTMENTS: Architectural Review & Historic Preservation Board

Planning Director Kelly Carson stated that a vacancy had occurred on the Architectural Review and Historic Preservation Board following the resignation of board member Ryan Hinricher. She explained that the vacant seat must be filled by a commercial property owner within the Historic District and noted that Adrian Galvan was the only applicant who met the required qualification. Staff recommended appointing Mr. Galvan to the board.

Motion by Commissioner Sharman to appoint Adrian Galvan to the Architectural Review and Historic Preservation Board. Seconded by Commissioner Johnson and carried unanimously 5-0.

F. BOARD APPOINTMENTS: Election Canvassing Board

City Clerk Ronisha Martin stated that this item is for the annual appointment of four members to the Election Canvassing Board as required by the City Charter. She explained that the next General Election is scheduled for March 9, 2027, and

that the Charter requires the appointments to be made by July 1 of the year preceding the election for a one-year term. She further noted that, as there was no election in 2025, all four current members had expressed a desire to remain on the Board for the 2027 General Election. Staff recommended appointing two regular members and two alternate members to the Election Canvassing Board for a one-year term.

Motion by Commissioner Bennett to re-appoint Danykqua L. Faulk (Regular Member), Martha Lee Lombardy (Regular Member), Char F. Jordan (First Alternate), Martin Jacoby (Second Alternate) to the Election Canvassing Board. Seconded by Commissioner Sharman and carried unanimously 5-0.

5. Matters From Public

Sarah Wolf, a Winter Garden Resident, expressed concerns regarding the proposed property tax amendment and its potential long-term impact on City services. She requested that the City provide additional public education, including workshops and informational forums, to help residents understand the potential impacts of the amendment.

Mayor Rees responded that the City would continue providing information to the public, noting that the issue would have a significant impact on municipalities.

6. Matters From City Attorney – There were no items

7. Matters From City Manager

City Manager Jon C. Williams stated that House Bill 803 becomes effective July 1, 2026, and outlined changes to building permit and inspection requirements, including permit exemptions, revised fee structures, expanded use of private providers, and statewide uniform permit applications. He explained that the changes are expected to increase workload, reduce revenue, and require policy updates. Mr. Williams then requested approval for a minor departmental reorganization to transfer Code Enforcement to the Building Department and to authorize engineering inspectors to assist with inspections under the new permit exemptions. He noted that the reorganization would improve response times and provide a single point of contact.

Motion by Commissioner Sharman to approve proposed departmental reorganization, transferring Code Enforcement to Building Department and authorizing engineering inspectors to assist with inspections. Seconded by Commissioner Johnson and carried unanimously 5-0.

Mr. Williams further stated that the City's September budget hearings could not be scheduled on the same dates as the budget hearings of Orange County Public Schools or the Orange County Board of commissioners. He noted that four proposed dates were provided for consideration and requested that Commissioners provide feedback on any scheduling conflicts before the item was returned for formal approval. He also spoke of the upcoming Fourth of July festivities, including the All-American Kids Parade and fireworks, wished everyone a Happy Fourth of July, and congratulated the mayor on receiving the 30 Years of Service Award.

8. Matters From Mayor and Commissioners

Commissioner Sharman spoke of last month's AdventHealth Day of Prayer and emphasized the importance of being fully present. He then discussed the potential impacts of the proposed property tax amendment and suggested the Commission consider moving forward with the fire assessment fee, with the intent of rescinding it if the proposed constitutional amendment does not pass. He proposed directing staff to review all available revenue options, including fire assessment, and to take the necessary steps to preserve the City's ability to implement the assessment.

Discussion ensued regarding the need for a future resolution to preserve the City's ability to levy a fire assessment, ensure a reliable funding source for public safety services, educate residents on the potential impacts of the proposed constitutional amendment, evaluate additional revenue options to address potential funding shortfalls, and maintain the City's current level of fire protection. It was further noted that the intent would be to rescind the fire assessment if the proposed constitutional amendment does not pass.

Motion By Commissioner Sharman to direct staff to review all available revenue options, including fire assessment, and take all necessary steps to preserve the City's ability to implement it, with the intent of rescinding it if the proposed constitutional amendment does not pass. Seconded Commissioners Bennett and Johnson simultaneously and carried unanimously 5-0.

He also spoke of Pride, Faith and Family Month and Juneteenth, and commended Ms. Wilder for exemplifying qualities of faith, gratitude, humility, and inspiration. He also remarked on her energy and resilience during the event.

Commissioner Johnson thanked staff for their continued dedication to the community, commended the Juneteenth celebration, and congratulated the Mayor on his thirty years of service, recognizing his humility and commitment to serving the community.

Commissioner Jones thanked staff, first responders, and the Fire Department for their continued service. She emphasized the importance of educating residents on the potential impacts of the proposed property tax amendment and maintaining the City's level of public safety services. Commissioner Jones further commended the Juneteenth celebration, acknowledged Ms. Wilder, and expressed appreciation for the upcoming Fourth of July festivities.

Commissioner Bennett thanked staff, first responders, and City departments for the continued service and dedication to the community. She also recognized their efforts in

supporting recent and upcoming events, including Juneteenth and the Fourth of July celebration, and thanked the Mayor for his leadership and service to the City.

Mayor Rees commended staff, the Police and Fire Departments, and all those involved in the successful Juneteenth celebration. He also thanked them for their continued service and preparations for the upcoming Fourth of July festivities and expressed appreciation for the community and those who serve.

9. Adjourn

The meeting was adjourned at 7:06 p.m.

ATTEST:

APPROVED:

City Clerk Ronisha Martin

Mayor John Rees

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Laura Zielonka, Finance Director

Via: Jon C Williams, City Manager

Date: July 2, 2026

Meeting Date: July 9, 2026

Subject: Interim Budget Ordinance 26-22

Issue: Amending the 2025-2026 budget for mid-year adjustments. The interim budget is used as part of the budget process to account for changes that have occurred since the original budget was passed.

Recommended action:

Motion to approve Ordinance 26-22, amending the fiscal year 2025-2026 budget for mid-year adjustments with second hearing and adoption on July 23, 2026.

ORDINANCE 26-22

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CITY OF WINTER GARDEN FISCAL YEAR 2025-2026 BUDGET; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on September 25, 2025, the City Commission of the City of Winter Garden, Florida, adopted Ordinance 25-33 appropriating and allocating all revenue and funds of the City of Winter Garden, Florida for the tax year beginning October 1, 2025 and ending September 30, 2026;

WHEREAS, the City Commission has decided to amend the City of Winter Garden, Florida Budget for the tax year beginning October 1, 2025 and ending September 30, 2026 to provide for interim adjustments;

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

SECTION 1: That the sum of \$3,498,494 to be appropriated as follows:

REVENUES

Law Enforcement Trust Fund	\$79,056
Local Option Gas Tax Fund	69,895
Capital Projects Fund	516,000
Utility Operating Fund	<u>2,833,543</u>
	\$3,498,494

EXPENDITURES

Law Enforcement Trust Fund	\$79,056
Local Option Gas Tax Fund	69,895
Capital Projects Fund	516,000
Utility Operating Fund	<u>2,833,543</u>
	\$3,498,494

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

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

READ FIRST TIME: _____

READ SECOND TIME AND PUBLIC HEARING HELD: _____

APPROVED:

Mayor/Commissioner John Rees

ATTEST:

Ronisha Martin, City Clerk

EXHIBIT #1
ORDINANCE 26-22

**City of Winter Garden
Interim Budget
FYE 2026**

**City of Winter Garden
Interim Budget
FYE 2026**

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**City of Winter Garden
Interim Budget
General Fund**

<u>Account Number</u>	<u>Description</u>	<u>2025 Actual</u>	<u>2026 Current Budget</u>	<u>2026 Budget Adjustments</u>	<u>2026 Proposed Amended Budget</u>
Streets					
001-0741-541.63-00	Improvements other than building	15,000	15,839,258	(1,682,160)	14,157,098
	<i>Trail Enhancement Oval</i>				
Theatre					
001-0875-573-62-00	Building	-	-	1,000,000	1,000,000
001-0875-573-64-00	Capital	50,000	-	682,160	682,160
	<i>Garden Theatre Improvements</i>				
Total Expenditures				\$	-

**City of Winter Garden
Interim Budget
Law Enforcement Trust Fund**

<u>Account Number</u>	<u>Description</u>	<u>2025 Actual</u>	<u>2026 Current Budget</u>	<u>2026 Budget Adjustments</u>	<u>2026 Proposed Amended Budget</u>
Revenues					
121-1421-399.99-99	Use of Fund Balance	-	-	79,056	79,056
<i>To balance increase in budgeted expenditures</i>					
Total Revenues				<u>\$ 79,056</u>	79,056
Expenditures					
121-1421-521.52-01	Miscellaneous Operating Supplies	29,957	-	79,056	79,056
	<i>Firearms</i>	<i>79,056</i>			
Total Expenditures				<u>\$ 79,056</u>	

**City of Winter Garden
Interim Budget
Local Option Gas Tax Fund**

<u>Account Number</u>	<u>Description</u>	<u>2025 Actual</u>	<u>2026 Current Budget</u>	<u>2026 Budget Adjustments</u>	<u>2026 Proposed Amended Budget</u>
Revenues					
160-0741-399.99-99	Use of Fund Balance	-	-	69,895	69,895
<i>To balance increase in budgeted expenditures</i>					
Total Revenues				\$ 69,895	
Expenditures					
Streets					
160-0741-541.63-00	Improvements other than building <i>N Lakeview-Boyd Alley Paving</i>	966,777	2,050,000	69,895	2,119,895
Total Expenditures				\$ 69,895	

City of Winter Garden
Interim Budget
Capital Projects Fund

<u>Account Number</u>	<u>Description</u>	<u>2025 Actual</u>	<u>2026 Current Budget</u>	<u>2026 Budget Adjustments</u>	<u>2026 Proposed Amended Budget</u>
Revenues					
336-0000-284.00-00	Fund Balance	-	2,458,593	516,000	2,974,593
<i>To balance increase in budgeted revenues</i>					
Total Revenues				<u>\$ 516,000</u>	
Expenditures					
336-0213-559.63-00	Improvements Other Than Building	13,518,920	2,458,593	<u>516,000</u>	2,974,593
<i>Tucker Ranch Wellness Park - final fund balance from the capital projects fund from reserves from prior fiscal year</i>					
Total Expenditures				<u>\$ 516,000</u>	

City of Winter Garden
Interim Budget
Utility Operating Fund

<u>Account Number</u>	<u>Description</u>	<u>PN</u>	<u>2025 Actual</u>	<u>2026 Current Budget</u>	<u>2026 Budget Adjustments</u>	<u>2026 Proposed Amended Budget</u>
Revenues						
410-2116-399.99-99	Use of Fund Balance				2,833,543	2,833,543
Total Revenues					<u>\$ 2,833,543</u>	
Expenditures						
Collection						
410-2127-535.63-00	Improvements other than building <i>R&R gravity sewer at Crest Ave WWTP approved at CC meeting 5/14/2026</i>		44,125	14,824,804	2,833,543	17,658,347
Total Expenditures					<u>\$ 2,833,543</u>	

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: June 30, 2026 **Meeting Date:** July 9, 2026

Subject: **Ordinance 26-23**

Issue: Amending City of Winter Garden Code of Ordinances Chapter 66; Sections 66-104 and 66-107 governing local business taxes.

Discussion:

Ordinance 26-23 amends Chapter 66 of the City Code to update the City's Local Business Tax Schedule by increasing all existing local business tax rates by five percent, consistent with the authority granted under Chapter 205, Florida Statutes. The ordinance also revises the procedural timeline for future local business tax adjustments by changing the reporting, ordinance adoption, and effective dates to better align with the City's budget and administrative processes, allowing future tax schedule updates to be implemented more efficiently.

The ordinance serves a valid public purpose by ensuring the City maintains a fair and current local business tax structure that keeps pace with inflation and supports the continued provision of essential municipal services.

Recommended Action:

Staff recommends approval of Ordinance 26-23, with the second reading and adoption anticipated to be on July 23, 2026.

Attachment(s)/References:

Ordinance 26-23
Business Impact Estimate

ORDINANCE 26-23

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 66, CITY OF WINTER GARDEN CODE OF ORDINANCES; AMENDING SECTION 66-104 AND SECTION 66-107 GOVERNING LOCAL BUSINESS TAXES; PROVIDING FOR TAX SCHEDULE; PROVIDING REQUIREMENTS FOR INCREASING RATE OF LOCAL BUSINESS TAXES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Garden (“City”) imposes occupational license tax for the privilege of engaging in a business or profession pursuant to Chapter 205, Florida Statutes;

WHEREAS, the City wishes to increase the rates of local business taxes by 5% as allowed by the City Code of Ordinances and Chapter 205, Florida Statutes, and to modify the procedural timeline for changes to the local business tax schedule to prevent a delay in these necessary adjustments;

WHEREAS, the City Commission finds that this ordinance is in the best interests of the public welfare.

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

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. Amendment of City Code. Section 66-104 of Chapter 66, Article IV and Section 66-107 of Chapter 66, Article IV of the City Code of Ordinances are hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; stars * * * * * indicate breaks between sections, subsections, or paragraphs and do not indicate changes to the City Code; provisions not included are not being amended):

Sec. 66-104. Tax Schedule.

The amount of local business tax levied and imposed upon every person who shall engage in or manage any business, profession, privilege or occupation hereinafter mentioned within the city is hereby fixed, graded, determined and imposed at the rates or amounts as follows:

A

- (1) *Abstract/title company*.... ~~\$172.00~~ 180.60
- (2) *Accountant/bookkeeping/tax service (other than CPA)* ~~82.56~~ 86.69
- (3) *Advertising agents*...
 - a. Those renting space on any vehicle, including any boat, car, bus, truck ~~86.00~~ 90.30
 - b. Those distributing any circulars, handbills, or other advertising ~~86.00~~ 90.30
 - c. Those operating a sound truck for advertising ~~86.00~~ 90.30

d. Advertising/agency ~~86.00~~ 90.30

(4) *Adult entertainment (see notes A and B)*

(A \$500.00 non-refundable application fee is required in addition to the rates listed below.)

a. Adult bookstore ~~573.30~~ 601.97

b. Massage establishments ~~573.30~~ 601.97

c. Adult motion picture theaters...

1. Having only one adult motion picture booths, per each booth
....~~114.66~~ 120.39

2. Having only hall or auditorium, each seat or place ~~4.00~~ 4.20

3. Seated in automobiles, each parking place or speaker ~~4.00~~ 4.20

4. Having a combination of any of subsections (4)c.1.-3. of this section,
the receipt fee applicable to each under subsections (4)c.1.-3. of this
section~~573.30~~ 601.97

d. Adult dancing establishments....~~573.30~~ 601.97

e. Two or more receipts in any of the above categories, in this subsection, except
a massage establishment, to a single premises....~~1,146.60~~ 1,203.93

(5) *Agency office* (For those uses not specifically provided for in this article, this includes:
Collection, talent and travel)....~~86.00~~ 90.30

(6) *Agents*, including emigrant, each....~~343.98~~ 361.79

(7) *Alarm systems—fire and burglary*....~~86.00~~ 90.30

(8) *Ambulance service*....

a. Office only....~~86.00~~ 90.30

b. Each vehicle....~~28.66~~ 30.09

(9) *Amusements/entertainment*....

a. Arcade/game room...

1. Each location....~~57.34~~ 60.21

2. Each machine....~~28.66~~ 30.09

b. Batting range/cage...

1. Each location...~~57.34~~ 60.21

2. Each machine...~~28.66~~ 30.09

c. Car rides....~~172.00~~ 180.60

- d. Golf...
 - 1. Golf, miniature...~~172.00~~ 180.60
 - 2. Golf, driving range.... ~~172.00~~ 180.60
 - 3. Golf course/par 3....~~343.98~~ 361.18
 - 4. Golf course/regulations....~~573.30~~ 601.97
- e. Hot air balloons....~~86.00~~ 90.30
- f. Paint ball....~~86.00~~ 90.30
- g. Rinks....~~172.00~~ 180.60
- h. Theaters...
 - 1. Indoor....~~172.00~~ 180.60
 - 2. Outdoor...
 - i. Per location....~~86.00~~ 90.30
 - ii. Per speaker....~~1.14~~ 1.20
- (10) *Amusements, games, recreational devices, contrivances or facilities not otherwise licensed, each....*~~137.59~~ 144.47
- (11) *Animal services...*
 - a. Hospital (see also veterinarian).... ~~172.00~~ 180.60
 - b. Boarding/kennel.... ~~86.00~~ 90.30
 - c. Grooming/supplies.... ~~86.00~~ 90.30
- (12) *Appraisers...*
 - a. Real estate.... ~~86.00~~ 90.30
 - b. Personal property....~~86.00~~ 90.30
 - c. Others....~~86.00~~ 90.30
- (13) *Architect....*~~86.00~~ 90.30
- (14) *Artist....*~~57.34~~ 60.21
- (15) *Astrologers (See Clairvoyants.)*
- (16) *Attorneys (See Lawyers)*
- (17) *Auctioneer...*
 - a. Resident, general merchandise....~~114.66~~ 120.39

b. Transient, each per day (no proration)....~~86.00~~ 90.30

B

(18) *Banks*, including all finance companies, small loan companies, moneylenders, salary purchasers, building and loan associations, and federal savings associations.

a. Those lending \$25,000.00 or less....~~86.00~~ 90.30

b. Those lending over \$25,000.00 to and including \$50,000.00....~~172.00~~ 180.60

c. Those lending over \$50,000.00....~~343.98~~ 361.18

(19) *Barbershop*....

a. First chair....~~17.20~~ 18.06

b. Each additional chair....~~4.31~~ 4.53

(20) *Bar/lounge* (Additional restaurant receipt required for food preparation)

a. Occupancy of less than 50....~~114.66~~ 120.39

b. Occupancy of 50 to 100....~~172.00~~ 180.60

c. Occupancy over 100....~~343.98~~ 361.18

(21) *Beauty parlor*, per operator....~~17.20~~ 18.06

(22) *Bed and breakfast*....~~86.00~~ 90.30

(23) *Boardinghouse/rooming house*; having accommodations for three or more non-related persons....~~81.90~~ 86.00

(24) *Bondsmen*, professional, each....~~172.00~~ 180.60

(25) *Bootblack*, per chair....~~8.59~~ 9.02

(26) *Bowling alley*...

a. First five alleys....~~86.00~~ 90.30

b. Each additional alley....~~22.93~~ 24.08

(27) *Brokers*...

a. Stocks and bonds....~~86.00~~ 90.30

b. Mortgages and loans....~~86.00~~ 90.30

c. Insurance....~~86.00~~ 90.30

d. Merchandise....~~86.00~~ 90.30

e. Produce, fruits and vegetables....~~86.00~~ 90.30

- f. Dealing in lumber and lumber products...~~86.00~~ 90.30
- g. Not otherwise specified...~~86.00~~ 90.30

C

- (28) *Cable television company*...~~343.98~~ 361.18
- (29) *Canteen wagon, truck, food cart, (See Restaurants/cafes/delis/snack bars.) per mobile unit*...~~57.34~~
- (30) *Car wash*...
 - a. Location...~~86.00~~ 90.30
 - b. Per stall...~~28.66~~ 30.09
- (31) *Carnival, circus and traveling show*...
 - a. Each engagement...~~343.98~~ 361.18
 - b. ~~One day's performance,~~ Plus each concession...~~172.00~~ 180.60
 - c. ~~For more than one day's performance, each concession~~...~~114.66~~
 - d. Peddlers, hawkers or similar salesmen connected with carnivals or similar traveling shows, each individual per day...~~17.20~~ 18.06
- (32) *Caterer or catering service*...~~93.60~~ 98.28
- (33) *Certified public accountants, each individual*...~~82.56~~ 86.69
- (34) *Chiropractors, each individual*...~~82.56~~ 86.69
- (35) *Citrus vendors, each establishment operating a business of selling "gift boxes" either for local sales or shipment*...~~86.00~~ 90.30
- (36) *Civil engineers, each individual*...~~82.56~~ 86.69
- (37) *Clairvoyants, including fortune tellers, palmists, astrologers, phrenologists, character readers, spirit mediums, absent-treatment healers, mental healers, and every person engaged in an occupation of a similar nature, each individual*...~~458.64~~ 481.57
- (38) *Clubs, social/civic*...~~172.00~~ 180.60
- (39) *Coin-operated devices, each device*...~~34.40~~ 36.12
- (40) *Computer services/online sales*...
 - a. Internet sales/web page design...~~86.00~~ 90.30
 - b. Computer courses/classes...~~86.00~~ 90.30
 - c. Consultant/programmer...~~86.00~~ 90.30
- (41) *Consultant*...~~86.00~~ 90.30

- (42) *Contractors...*
 - a. General contractor....~~86.00~~ 90.30
 - b. Building contractor....~~86.00~~ 90.30
 - c. Residential contractor....~~86.00~~ 90.30
 - d. Specialty contractor....~~86.00~~ 90.30
 - 1. Electrical....~~86.00~~ 90.30
 - 2. Plumbing....~~86.00~~ 90.30
 - 3. Mechanical/HVAC....~~86.00~~ 90.30
 - 4. Demolition/house moving....~~86.00~~ 90.30
 - 5. Fire sprinkler....~~86.00~~ 90.30
 - 6. Carpentry....~~86.00~~ 90.30
 - 7. Masonry/concrete....~~86.00~~ 90.30
 - 8. Painting....~~86.00~~ 90.30
 - 9. Sign....~~86.00~~ 90.30
 - 10. Tile installer....~~86.00~~ 90.30
 - 11. Roofing....~~86.00~~ 90.30
 - 12. Irrigation....~~86.00~~ 90.30
 - 13. Swimming pool....~~86.00~~ 90.30
 - 14. Drywall....~~86.00~~ 90.30
 - 15. Utility....~~86.00~~ 90.30
 - e. Land clearing/excavation....~~86.00~~ 90.30
 - f. Landscape/irrigation....~~86.00~~ 90.30
 - g. Subcontractor; miscellaneous....~~86.00~~ 90.30
 - h. Each branch office of non-residential contractor....~~86.00~~ 90.30
- (43) *Cosmetologist*....~~86.00~~ 90.30
- (44) *Counseling*....~~86.00~~ 90.30
- (45) *Court reporter*....~~86.00~~ 90.30
- (46) *Crafts (home occupation only)*....~~57.34~~ 60.21

D

- (47) *Dancehall*, including entertainment such as variety programs. The receipt provided herein shall be in addition to all other receipts required, ~~provided all charitable entertainment is exempt.~~~~270.88~~
- a. ~~For one day's performance only, each....~~~~257.98~~
- b. ~~For more than one day's performance, each....~~~~172.00~~
- (48) *Dating/escort service*...~~343.98~~ 361.18
- (49) *Day care/nursery* (HRS license required)
- a. Capacity 1 – 25....~~57.34~~ 60.21
- b. Capacity 26 – 50....~~114.66~~ 120.39
- c. Capacity 51 – 75....~~172.00~~ 180.60
- d. Capacity 76 or more....~~229.32~~ 240.79
- (50) *Day care* in-home family as licensed by the State of Florida....~~57.34~~ 60.21
- (51) *Dentists*, each individual....~~82.56~~ 86.69
- (52) *Disk jockey*....~~86.00~~ 90.30
- (53) *Drafting, designing, graphics*....~~86.00~~ 90.30

E

- (54) *Electric light or power company*, each....~~573.30~~ 601.97
- (55) *Electrolysis technician/esthetician/facial specialist*, each individual....~~86.00~~ 90.30
- (56) *Electrotherapists*, each individual....~~82.56~~ 86.69
- (57) *Employment agencies*, each....~~86.00~~ 90.30
- (58) *Engineer*, each individual....~~86.00~~ 90.30
- (59) *Environmental and ecological services*....~~343.98~~ 36.18
- (60) *Express companies*, air and railroad, each....~~114.66~~ 120.39

F

- (61) *Flea market* (per each rental space)...
- a. Location....~~343.98~~ 361.18
- b. Additional per space....~~11.47~~ 12.04
- (62) *Funeral directors/embalmer*, each....~~82.56~~ 86.69
- (63) *Funeral home*....~~343.98~~ 361.18

- (64) *Gas distributor...*
 - a. Natural, pipeline, manufacturing....~~286.66~~ 300.99
 - b. Bottled, LPG....~~57.34~~ 60.21
- (65) *Hair replacement....*~~86.00~~ 90.30
- (66) *Health care equipment/supplies provider....*~~86.00~~ 90.30
- (67) *Health care facility/emergency clinic....*~~172.00~~ 180.60
- (68) *Health spas/gyms/athletic clubs...*
 - a. Up to 1,000 square feet....~~172.00~~ 180.60
 - b. Up to 5,000 square feet....~~343.98~~ 361.18
 - c. Over 5,000 square feet....~~573.30~~ 601.97
- (69) *Hearing aids and assistive devices sales, each individual....*~~86.00~~ 90.30
- (70) *Hospitals/nursing homes/sanitariums/convalescent/assisted living facility...*
 - a. Under 10 rooms....~~86.00~~ 90.30
 - b. 10 to 25 rooms....~~172.00~~ 180.60
 - c. Over 25 rooms....~~343.98~~ 361.18
- (71) *Hotel/motel...*
 - a. Per room up to 105....~~1.73~~ 1.82
 - b. 105 to 199 rooms, per room....~~2.60~~ 2.30
 - c. 200 rooms and over....~~520.00~~ 546.00
- (72) *Hypnotist....*~~172.00~~ 180.60

I

- (73) *Ice...*
 - a. Manufacturer....~~343.98~~ 361.18
 - b. Distributor....~~343.98~~ 361.18
- (74) *Insurance company...*
 - a. Regional office....~~343.98~~ 361.18
 - b. District office....~~172.00~~ 180.60
 - c. Resident agency office....~~51.59~~ 54.16

d. Each insurance company—writing policies and collecting within city corporate limits....~~51.59~~ 54.16

e. Per salesman/agent....~~17.20~~ 18.06

(75) *Interior decorator/designer*....~~86.00~~ 90.30

J

(76) *Junk dealers, each*....~~82.56~~ 86.69

L

(77) *Laboratories*...

a. Research, development, testing....~~86.00~~ 90.30

b. Equipment and supplies....~~86.00~~ 90.30

(78) *Laundry and dry cleaner*....~~86.00~~ 90.30

(79) *Lawyers, each individual*....~~82.56~~ 86.69

(80) *Limousine service (See Motor vehicles.)*

(81) *Linen supplies (diaper, apron or towel.)*....~~86.00~~ 90.30

(82) *Liquidation sales, each*....~~172.00~~ 180.60

(83) *Locksmith*....~~86.00~~ 90.30

(84) *Lodginghouse (See Boardinghouse.)*

M

(85) *Machine/repair shop (other than motor vehicles.)*....~~86.00~~ 90.30

(86) *Mail order distributor/manufacturer representative (does not stock merchandise.)*....~~86.00~~ 90.30

(87) *Manufacturer agent/representative*....~~86.00~~ 90.30

(88) *Manufacturers/fabricators/assembly*...

a. 1 to 5 employees....~~86.00~~ 90.30

b. 6 to 10 employees....~~143.32~~ 150.49

c. 11 to 20 employees....~~172.00~~ 180.60

d. 21 to 30 employees....~~229.32~~ 240.79

e. Over 30 employees....~~286.66~~ 300.99

(89) *Marketing representative*....~~86.00~~ 90.30

- (90) *Merchants, retail/wholesale...*
 - a. 1 to 5 employees....~~82.56~~ 86.69
 - b. 6 to 10 employees....~~143.32~~ 150.49
 - c. 11 to 20 employees....~~172.00~~ 180.60
 - d. 21 to 30 employees....~~229.32~~ 240.79
 - e. Over 30 employees....~~286.66~~ 300.99
- (91) *Merchant—import/export....*~~114.66~~ 120.39
- (92) *Mobile home park/campground...*
 - a. Location....~~86.00~~ 90.30
 - b. Additional per space....~~1.14~~ 1.20
- (93) *Monument company....*~~86.00~~ 90.30
- (94) *Motor vehicles...*
 - a. New/used sales...
 - 1. All motor vehicles....~~82.56~~ 86.69
 - 2. Each additional lot....~~49.14~~ 51.60
 - b. New/used sales with repairs....~~172.00~~ 180.60
 - c. Repair shops/garages/paint shops/body work shops....~~172.00~~ 180.60
 - d. Wrecker service....~~172.00~~ 180.60
 - e. Drive/shuttle service/auto delivery....~~114.66~~ 120.39
 - f. For hire, including U-Drive-Its and limousine service, if the business or operator is headquartered in the City and/or the business or operator does not already have a current Business Tax Receipt issued by another jurisdiction in the state of Florida....
 - 1. First unit....~~229.32~~ 240.70
 - 2. Each additional unit....~~51.59~~ 54.17
 - g. Taxicabs, each vehicle, if the business or operator is headquartered in the City and/or the business or operator does not already have a current Business Tax Receipt issued by another jurisdiction in the state of Florida (See note B- requires city police department recommendation)....~~34.40~~ 36.12
 - h. Detailing, cleaning, buffing, waxing (without repair)....~~109.20~~ 114.66
- (95) *Moving company....*~~86.00~~ 90.30

N

- (96) *Nail technician/nail specialist, each individual*....~~86.00~~ 90.30
- (97) *Naturopaths, each individual*....~~82.56~~ 86.69
- (98) *Newspaper/publisher*....~~172.00~~ 180.60
- (99) *Nursery—plants, trees, etc*....
 - a. Less than 25 employees....~~86.00~~ 90.30
 - b. More than 25 employees....~~172.00~~ 180.60
- (100) *Nurse/nurse practitioner/physician assistant*....~~86.00~~ 90.30

O

- (101) *Oculists, each individual*....~~82.56~~ 86.69
- (102) *Open air sales (no proration) (see note A)*.... 180.60
 - a. ~~Each 15 day period~~....~~172.00~~
 - b. ~~Any portion less than 15 days~~....~~114.66~~
- (103) *Optometrists/ophthalmologists, each individual*....~~82.56~~ 86.69
- (104) *Orthodontist, each individual*....~~82.56~~ 86.69
- (105) *Osteopaths, each individual*....~~82.56~~ 86.69

P

- (106) *Pack and ship store*....~~86.00~~ 90.30
- (107) *Paralegal, each individual*....~~86.00~~ 90.30
- (108) *Pawnbrokers, each individual*....~~343.98~~ 361.18
- (109) *Peddler (see Solicitors)*...
 - a. ~~Ice cream/snacks, each vehicle~~....~~86.00~~ 90.30
 - b. ~~All others, each vehicle~~....~~86.00~~ 90.30
- (110) *Personal trainers, each individual*....~~57.34~~ 60.21
- (111) *Pest control*....
 - a. Office only....~~86.00~~ 90.30
 - b. Each vehicle....~~28.66~~ 30.09
- (112) *Petroleum products, distributor or wholesaler*....~~172.00~~ 180.60
- (113) *Photographer*....~~86.00~~ 90.30

- (114) *Physicians, each individual*....~~82.56~~ 86.69
- (115) *Piano/organ mover*....~~86.00~~ 90.30
- (116) *Piano or organ tuners, each individual*....~~28.66~~ 30.09
- (117) *Pool or billiard hall, per table*....~~57.34~~ 60.21
- (118) *Printing/copying/blueprinting*....~~86.00~~ 90.30
- (119) *Processing plants, each establishment (other than nonprofit cooperative association) engaged in packing or processing agricultural products*....~~172.00~~ 180.60
- (120) *Professional persons, each person possessing some special knowledge, skill or calling and offering his services to the public, not otherwise provided for in this Code, each individual*....~~82.56~~ 86.69
- (121) *Property management (apartment/condo/other rentals)*....~~86.00~~ 90.30
- (122) *Psychologist, each individual*....~~86.00~~ 90.30

R

- (123) *Radio/TV station*....~~172.00~~ 180.60
- (124) *Radio/TV broadcasting/production services*....~~86.00~~ 90.30
- (125) *Railroad companies, each company doing business within the city and receiving protection therefrom*....~~172.00~~ 180.60
- (126) *Recording service (sound and video)*....~~86.00~~ 90.30
- (127) *Real estate agents, brokers and salesmen office location*....86.90
 - a. ~~Real estate broker~~....~~82.56~~
 - b. ~~Salesman~~....~~17.20~~
- (128) *Rental service store (includes video/film, furniture, post office boxes, equipment.)*....~~86.00~~ 90.30
- (129) *Restaurants/cafes/delis/snack bars*....
 - a. Located within building with no indoor or outdoor seating....~~86.00~~ 90.30
 - b. Located within a building with indoor and/or outdoor seating/dining....
 - 1. Up to 50 accommodations....~~114.66~~ 120.39
 - 2. Over 50 accommodations....~~229.32~~ 240.79
 - c. Mobile food dispensing vehicle....~~229.32~~ 240.79
- (130) *Satellite equipment and systems*....~~86.00~~ 90.30
- (131) *School, private/instructional/tutoring*....~~86.00~~ 90.30

- (132) *Security/guard services/investigators/private detectives*....~~114.66~~ 120.39
- (133) *Septic tanks, systems and cleaning*....~~86.00~~ 90.30
- (134) *Service station and convenience store with gas pumps (7-11 types with pre-packaged food items.)*....~~343.98~~ 361.18
- (135) *Services: personal/business*....
- a. *Carpet cleaning/installation*....~~86.00~~ 90.30
 - b. *Commercial and residential cleaning*....~~86.00~~ 90.30
 - c. *Janitorial/maid service*....~~86.00~~ 90.30
 - d. *Lawn maintenance/service*....~~86.00~~ 90.30
 - e. *Pressure washing/cleaning*....~~86.00~~ 90.30
 - f. *Secretarial services*....~~86.00~~ 90.30
 - g. *Sewing/alterations*....~~86.00~~ 90.30
 - h. *Tree surgeon/trimmer*....~~86.00~~ 90.30
 - i. *Pool/spa maintenance*....~~86.00~~ 90.30
 - j. *Others not mentioned*....~~86.00~~ 90.30
- (136) *Shooting galleries, each location*....~~86.00~~ 90.30
- (137) *Solicitors, each individual*(See *Peddler*).... 90.30
- (138) *Storage/warehouse/public storage*....
- a. *Location*....~~86.00~~ 90.30
 - b. *Per each storage unit*....~~1.09~~ 1.15
- (139) *Surgeons, each individual*....~~82.56~~ 86.69
- (140) *Surveyors, each individual*....~~82.56~~ 86.69
- (141) *Taxicabs (See Motor vehicles.)*....
- (142) *Taxidermists, each individual*....~~82.56~~ 86.69
- (143) *Telegraph companies, each*....~~172.00~~ 180.60
- (144) *Telemarketing offices, each location*....~~218.40~~ 229.32
- (145) *Telephone companies, each*....~~343.98~~ 361.18
- (146) *Therapists—massage/physical rehabilitation, each individual*....~~86.00~~ 90.30
- (147) *Transportation/trucking/freight terminals*....

- a. Up to 100 vehicles....~~172.00~~ 180.60
- b. Additional per vehicle over ten....~~28.66~~ 30.03

(148) *Unclassified*, all persons engaging in any business, occupation or profession or avocation in which merchandise is sold or service rendered for compensation, not otherwise specifically provided for herein, each individual....~~86.00~~ 90.30

(149) *Vendors*, each person vending food, produce, vegetables, fruit or merchandise of any kind from other than a fixed place of business or a food dispensing vehicle....~~172.00~~ 180.60

(150) *Veterinarians*, each individual....~~82.56~~ 86.69

(151) *Well drillers*, each individual... ~~114.66~~ 120.39

Notes:

~~A. Requires approval by the city commission.~~

~~B. Requires city police department recommendation.~~

* * * *

Sec. 66-107.

(a) The rates of the local business taxes set forth in section 66-104, may be increased every ~~odd-numbered~~ even-numbered year by a percentage not to exceed the lesser of (i) five percent, or (ii) the percentage increase in the Consumer Price Index or its successor index, during the two calendar years prior to the year in which the proposed increase will become effective.

(b) ~~At the first regularly scheduled city commission meeting in March of every odd-number~~ Every even-number year, the city manager shall present a report to the city commission which sets forth the total receipts by classification and the total local business tax fees for the prior fiscal year and which contains a recommendation for increases, if any, to the rates for the local business tax established by this article. Unless otherwise directed by the city commission, the city manager shall, ~~at the second meeting in March~~ by August 1st of that year, present to the city commission for first reading an ordinance which increases the local business tax established by this article in accordance with the recommendations contained in such report and as otherwise provided in this section. However, the increases set forth in such report and ordinance shall not exceed the maximum increases set forth in subsection (a) of this section. Any such ordinance shall have an effective date of ~~August~~ October 1 of the year of adoption.

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

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a

separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption by the City Commission of the City of Winter Garden, Florida (the “Effective Date”), and the new rates set forth herein shall apply to all applications for local business tax receipts received on or after the Effective Date.

FIRST READING this ____ day of _____, 2026, by the City Commission of the City of Winter Garden, Florida.

SECOND READING this ____ day of _____, 2026, by the City Commission of the City of Winter Garden, Florida.

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

CITY COMMISSION
CITY OF WINTER GARDEN

John Rees, Mayor

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 26-23** – Amending City of Winter Garden Code of Ordinances Chapter 66; Sections 66-104 and 66-107 governing local business taxes.

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 26-23 amends Chapter 66 of the City Code to update the City's Local Business Tax Schedule by increasing all existing local business tax rates by five percent, consistent with the authority granted under Chapter 205, Florida Statutes. The ordinance also revises the procedural timeline for future local business tax adjustments by changing the reporting, ordinance adoption, and effective dates to better align with the City's budget and administrative processes, allowing future tax schedule updates to be implemented more efficiently.

The ordinance serves a valid public purpose by ensuring the City maintains a fair and current local business tax structure that keeps pace with inflation and supports the continued provision of essential municipal services. By providing a predictable process for periodic adjustments and generating revenue to fund services that benefit businesses and residents alike, the ordinance promotes the public health, safety, morals, and general welfare while preserving the City's long-term fiscal sustainability.

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 of the proposed ordinance on private, for-profit businesses in the City. While all businesses in the City will be subject to the new 5% rate increase, the difference between the old and new rates is minimal. For instance, a certified public accountant would pay \$86.69 annually under the new rates, whereas they would have previously paid \$82.56. This is not a major impact for a private business to absorb.

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

As stated above, the direct compliance costs will be minimal – typically only a few dollars more than the previous rates.

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

All of the business tax rates will be increased by 5%, which is allowable under Chapter 205, Florida Statutes.

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. None of the changes outlined in the ordinance will affect administrative processes. The only administrative work the City will have to complete will be updating the rates in the City's system.

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

All of the businesses that operate in the City and require a business tax receipt will be affected with the 5% tax rate increase starting in the new fiscal year.

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: July 1, 2026 **Meeting Date:** July 9, 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 the grass portion of the property at 695 West Plant Street for construction lay down yard, and use of 6 parking spaces at the Winter Gaden Police Department parking lot for passenger vehicles during 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 damage.

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 – Exhibit C

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 portions of the West Plant Street Parking Lot, located at 695 West Plant Street 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, 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 “C”** 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, the Parking Lot Property, 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 Parking Lot Property and Right-of-Way Premises for a construction yard for the operation and storage of vehicles, equipment and materials to facilitate the construction of the Project. During the Term of this Agreement, Licensee shall have the right of use of the PD Premises for the parking of passenger vehicles but shall not use such area for construction laydown purposes or for the storage of materials or equipment. 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

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**

Witness

Print

Witness

Print

By:

Date: _____

By:

Date: _____

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager, Jon C. Williams

Date: July 1, 2026 **Meeting Date:** July 9, 2026

Subject: Waste Management Inc. of Florida – Piggyback Contract

Issue:

The City has been processing and disposing waste through facilities owned by Waste Management Inc. of Florida for many years and done this through a piggyback agreement. The City of Orlando recently awarded a new contract to Waste Management, Inc. of Florida through an Invitation for Bid (IFB26-0049-1 Processing and Disposal of Waste). This contract is effective June 1, 2026 through May 31, 2029 and staff is requesting to piggyback this contract to provide this service.

Recommended Action:

Staff requests approval to use the City of Orlando Contract with Waste Management, Inc. of Florida as a piggyback contract.

Attachment(s)/References:

City of Orlando Contract

Piggyback Agreement for
Waste and Recycling Services

PIGGYBACKING AGREEMENT FOR WASTE AND RECYCLING SERVICES

This Piggybacking Agreement for Waste and Recycling Services (this “Agreement”) is entered into as of _____, 2026 (the “Effective Date”), by and between:

City of Winter Garden, a Florida municipal corporation, whose address is 300 W Plant St, Winter Garden, FL 34787 (hereinafter referred to as “Municipality” or “City”),

and

Waste Management Inc. of Florida, a Florida corporation, whose principal address is 1800 N. Military Trail, Boca Raton, FL 33431 (hereinafter referred to as “Contractor”).

Municipality and Contractor are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Municipality may, pursuant to applicable law, contract with vendors who were successful competitive bidders with other governmental entities through a procedure commonly referred to as “piggybacking”; and

WHEREAS, Municipality desires to procure Waste and Recycling Services as more particularly described in the Scope of Services attached hereto as **Exhibit A**; and

WHEREAS, Contractor was the successful bidder to City of Orlando IFB 26-0049-A Processing and Disposal of Waste, a copy of which is attached hereto as **Exhibit B** (the “IFB”); and

WHEREAS, Contractor entered into a contract with City of Orlando pursuant to the IFB, a copy of which is attached hereto as **Exhibit C** (the “Original Contract”); and

WHEREAS, the Parties desire to enter into this Agreement upon substantially similar terms and conditions as set forth in the Original Contract, subject to the modifications set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals and Exhibits.

The above recitals are true and correct and are incorporated herein by reference. All exhibits referenced in the Whereas clauses and attached hereto are incorporated herein by reference and made a part of this Agreement.

2. Incorporation of Original Contract; Scope of Services.

The terms and conditions of the Original Contract are incorporated herein by reference and made a part of this Agreement. Contractor shall provide to Municipality the services described in the Original Contract upon the same terms and conditions as set forth therein, except as specifically modified in Exhibit A (Scope of Services) attached hereto. The unit prices set forth in the Original Contract are being incorporated into this Agreement and for convenience the specific rates applicable to services to Municipality under this Agreement are set forth in the rate chart attached hereto as **Exhibit A**. The “City of Winter Garden” will be substituted for “City of Orlando,” “City,” “Orlando,” or other such term(s) as may be used to refer to the original contracting agency or other such term(s) as may be used to refer to the original contracting agency staff or other contracting agency personnel and staff will be read to refer to functionally equivalent or corresponding City of Winter Garden personnel and staff. The “City Manager” of the Municipality will be substituted for “Chief Procurement Officer” in the Original Contract.

Unless such statutes, ordinances, rules, resolutions, or code provisions have a corresponding version applicable to the City of Winter Garden, any references to statutes, ordinances, rules, resolutions, or code provisions not applicable to the City of Winter Garden will be deemed stricken from the Original Contract and not be applied to or in the construction of this Agreement. If the terms or provisions of this Agreement conflict with the terms or provisions of the Original Contract, the terms of this Agreement will control to the extent of such conflict. The Municipality will have no liability or responsibility for or concerning Contractor’s services provided to the City of Orlando, or any other governmental entity or agency piggybacking upon or otherwise utilizing the Original Contract. Nothing under this Agreement will require the City to order or otherwise purchase any minimum amount of services.

This Agreement may be terminated by Municipality without the Original Contract having to be terminated by Orlando. The Municipality may terminate this Agreement for convenience (without penalty) upon thirty (30) days' written notice to Contractor, or for cause upon Contractor's material breach of any term of this Agreement if such breach remains uncured for fifteen (15) days after written notice thereof.

3. Public Records.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Ronisha Martin CMC, FCRM
City Clerk
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
407-656-4111 Ext. 6327

Fax 407-656-4952
Email: rmartin@cwgd.com

Contractor shall comply with the public records laws of the State of Florida, including but not limited to Section 119.0701, Florida Statutes, and shall:

- (a) Keep and maintain public records required by Municipality to perform the services provided under this Agreement.
- (b) Upon request from Municipality's custodian of public records, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Contractor does not transfer the records to Municipality.
- (d) Upon completion or termination of this Agreement, transfer, at no cost, to Municipality all public records in possession of Contractor or keep and maintain public records required by Municipality to perform the services under this Agreement. If Contractor transfers all public records to Municipality upon completion or termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion or termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipality, upon request from Municipality's custodian of public records, in a format that is compatible with the information technology systems of Municipality. Such transfer shall occur within thirty (30) days of termination of this Agreement.

4. Notice.

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered by hand, by U.S. Mail, or by nationally recognized overnight courier to the following addresses:

To Municipality:

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

To Contractor:

Waste Management Inc. of Florida
Attn: [CONTACT NAME/TITLE]
[ADDRESS]
[CITY, STATE ZIP]

Either Party may change its notice address by providing written notice to the other Party in accordance with this Section.

5. **City Logo.** Contractor may not use the City's logo unless otherwise authorized in writing by the City Manager. Contractor's or its employee's or agent's misuse of the City's logo will constitute a material default of this Agreement and basis for immediate termination of this Agreement upon written notice, and be subject to other rights and remedies that the City may have at law and in equity.

6. **Insurance.** Within ten (10) days from the Effective Date and prior to rendering services or providing goods to the City, Contractor shall provide the City with any certificates of insurance evidencing insurance coverage as was or is required by the Original Contract and as applied to the goods/services provided pursuant to the City under this Agreement. To the extent that Contractor was required to acquire and maintain any such policies by the Original Contract, Contractor must acquire and maintain any such policies pursuant to this Agreement. Contractor must list the City as an additional insured or named insured on each such policy if required to do so with regard to City of Orlando under the Original Contract. Contractor must maintain such required insurance coverages throughout the Term of this Agreement and for such time following the expiration or termination of this Agreement as may be or may have been required by the Original Contract. Failure to maintain required insurance coverage shall constitute a material breach of this Agreement entitling the City to terminate this Agreement immediately upon written notice to Contractor.

7. **Governing Law.**

(A) **Laws/Venue/Mediation.** This Agreement is governed by and to be construed in accordance with the laws of the State of Florida. Regardless of anything herein to the contrary, the sole and exclusive venue for any litigation arising out of or concerning this Agreement, including its exhibits and performance of services/delivery of goods hereunder will, if in state court, be in Winter Garden, Florida before County Court or Circuit Court (as appropriate) in and for Orange County, Florida, or, if in federal court, the Middle District of Florida, Orlando Division.

Any disputes, claims, or counterclaim between City and Contractor arising out of or in connection with this Agreement that cannot be amicably resolved by the parties through good faith negotiations must first be submitted to nonbinding mediation. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall attempt in good faith to resolve claims, disputes, or other matters in question by mediation. The exclusive method to initiate mediation is for either party to serve a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, will be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding may be filed until (i) the mediator declares an impasse, which declaration, in any event, must be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made if the other party refuses to or has not committed to attend mediation; provided however, a lawsuit may be filed prior to the satisfaction of the mediation requirement in order to preserve a claim that will lapse due to an immediate forthcoming expiration of an applicable statute of limitation or repose or to obtain emergency injunctive relief. If a lawsuit is filed prior to the completion of the mediation requirement, the

lawsuit must be abated upon motion of either party until the mediation requirement has been satisfied, except in the case of a cause of action for emergency injunctive relief. The parties must share the mediator's fee equally. The mediation must be held in Orange County, Florida, unless another location is mutually agreed upon in writing by the parties. Agreements reached in mediation are enforceable as settlement agreements in any court having jurisdiction over same. These alternative dispute resolution procedures supersede and replace any other alternative dispute resolution procedures required or imposed by the Original Contract.

(B) Sovereign Immunity. Nothing contained in this Agreement or any record or communication arising out of or concerning this Agreement may be considered or deemed a waiver of the City's sovereign immunity protections or of any other privilege, immunity, or defense afforded to the City and its officials, officers, agents, and employees under law. Regardless of anything set forth in any section, part, or portion of this Agreement to the contrary, nothing in this Agreement may be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set forth by the Florida Legislature for tort. Nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

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

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

(E) No Liens. Contractor acknowledges and agrees that the real property for which each project and work is being constructed upon and the project itself is owned by a municipality either in fee, by easement or other property interest, and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other liens pursuant to the City's sovereign immunity protections. Contractor and its subcontractors, materialmen, laborers, vendors and all others claiming by and through Contractor shall not record or file any claims of lien concerning any project, work, or any portion thereof. This paragraph shall survive expiration and termination of this Agreement.

(F) Legal Compliance.

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

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

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

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

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

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

(H) Carryover of Certifications and Representations. Contractor represents and warrants that the information contained within the certifications and statements made by Contractor in response to the initial solicitation issued by Orlando and within the Original Contract are true and correct on the Effective Date of this Agreement and shall remain true and correct throughout the Term of this Agreement, and such certifications, representations, and warranties are hereby extended to the City. Contractor shall promptly notify the City in writing if any such certification or representation becomes inaccurate during the Term.

(I) False Claims. If Contractor is unable to support any part of a claim against the City and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of Contractor, Contractor will be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part

of Contractor's claim. The City and Contractor acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 (or as otherwise may be adjusted pursuant to law) plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida governmental entities to pay claims that are false when money or property is obtained from a Florida governmental entity by reason of a false claim. Contractor agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.

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

(k) Non-Exclusive. Notwithstanding any provisions of the Original Contract, this Agreement is non-exclusive. The City does not guarantee, warrant, or represent that any number of projects, type of work will be assigned to, or goods will be ordered from the Contractor under the terms of this Agreement. The City reserves the right to request and retain other vendors or contractors to perform any project, work, service, or task or provide goods within the scope of work under this Agreement.

(l) COMPLIANCE WITH HUMAN TRAFFICKING STATUTE AND AFFIDAVIT REQUIREMENT. The Contractor hereby certifies and affirms that it does not engage in any activities that are prohibited under section 787.06, Florida Statutes, including but not limited to the use of coercion for labor or services as defined under the statute. Furthermore, the Contractor agrees to execute and provide to the City an affidavit signed by an authorized officer or representative of the Contractor, under penalty of perjury, attesting to the Contractor's compliance with the requirements of such statute. This affidavit shall be provided at the time of execution, renewal, or extension of this Agreement.

(m) COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN STATUTE AND AFFIDAVIT REQUIREMENT. If this Agreement grants the Contractor access to any individual's personal identifying information, as defined in section 501.171, Florida Statutes, the Contractor shall provide an affidavit signed under penalty of perjury by an authorized representative attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a)-(c). If this Agreement is extended or renewed, the Contractor shall provide a new affidavit with the same attestations at the time of such extension or renewal.

8. Authority to Bind.

Each person signing this Agreement on behalf of a Party hereby represents and warrants that he or she has full power and authority to bind said Party.

9. E-Verify Compliance.

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement to perform employment duties within the State of Florida and all employees assigned to perform work under this Agreement. Contractor shall also require all subcontractors performing work under

this Agreement to utilize the E-Verify system for all employees hired during the term of this Agreement to perform work under the subcontract and all employees assigned to perform work under the subcontract.

10. Entire Agreement.

This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and agreements between the Parties relating to the subject matter hereof.

11. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

City of Winter Garden, a Florida municipal corporation

Jon C. Williams, City Manager

Date

Approved by the Winter Garden City Commission on July ____, 2026.

Attest:

Ronisha Martin CMC, FCRM
City Clerk

WASTE MANAGEMENT INC. OF FLORIDA

Authorized Representative Signature

Print Name

Title

Date

EXHIBIT A
SCOPE OF SERVICES

1. Service Locations:

The services under this Agreement shall be performed at the following location(s), which replace the service locations identified in the Original Contract:

Orlando Transfer Station, 4986 L.B. Mcleod, Orlando, FL 32811

Vista Landfill, 242 West Keene Road, Orlando, FL 32703

2. Rate Chart:

The following rates shall apply to services provided under this Agreement:

Quantity	Service Type	Frequency	Monthly Rate	Per Cart	Extra Pick-Up	Per Haul
[]	Class I	[]	[]	[]	[]	[]
[]	Class III	[]	[]	[]	[]	[]
[]	[]	[]	[]	[]	[]	[]

[INSERT ADDITIONAL ROWS/SERVICES AS NEEDED]

3. Term:

The initial term of this Agreement shall commence on June 1, 2026 and expire on May 31, 2029 (the "Initial Term").

This Agreement may be renewed upon mutual written agreement of the Parties, under the same terms and conditions, including any rate adjustments as provided in the Original Contract.

4. Modifications to Original Contract:

The following provisions of the Original Contract are hereby modified or shall not apply to services provided under this Agreement:

[INSERT ANY SPECIFIC MODIFICATIONS, DELETIONS, OR ADDITIONS TO THE ORIGINAL CONTRACT TERMS. EXAMPLES MAY INCLUDE:]

[e.g., Section ___ (Reporting Requirements) of the Original Contract shall not apply to this Agreement.]

[e.g., Section ___ (Non-Performance Credits) of the Original Contract shall not apply to this Agreement.]

[e.g., INSERT OTHER MODIFICATIONS AS APPLICABLE]

EXHIBIT B
INVITATION TO BID

City of Orlando

Invitation to Bid No. IFB 26-0049

IFB Processing and Disposal of Waste

[ATTACH COMPLETE COPY OF THE IFB OR REFERENCE INCORPORATED BY THIS
EXHIBIT]

EXHIBIT C
ORIGINAL CONTRACT

Contract between City of Orlando and Waste Management Inc. of Florida

dated June 1, 2026

pursuant to ITB No. IFB 26-0049

[ATTACH COMPLETE COPY OF THE ORIGINAL CONTRACT OR REFERENCE
INCORPORATED BY THIS EXHIBIT]



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%22id%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

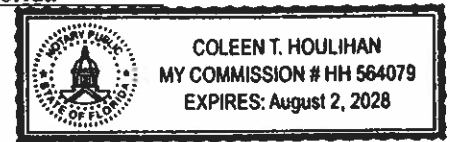
Personally Known

-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.

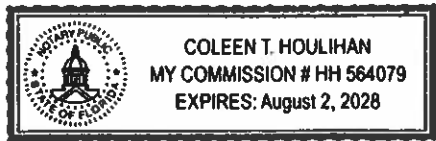
Contractor: Waste Management Inc. of Florida

Authorized Signature: [Signature] Date: January 22, 2026
Printed Name: David M. Myhan
Title: President

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 [] as [] on behalf of the company/corporation. They [X] are personally known to me or [] have produced [] as identification.

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



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.	<p>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.)</p> <p>Waste Management Inc. of Florida</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>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.</p> <p><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</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>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"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>800 Capitol Street, Suite 3000</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Houston, TX 77002</p>	
	<p>7 List account number(s) here (optional)</p> <p>Remit to: WM CORPORATE SERVICES, INC., AS PAYMENT AGENT, PO BOX 4648, CAROL STREAM, IL 60197-4648</p>	

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
------------------	--	------	-----------

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: Kelly Carson, Planning Director
Via: City Manager Jon C. Williams
Date: June 29, 2026 **Meeting Date:** July 9, 2026
Subject: 459 9th Street

BOYS AND GIRLS CLUB GYMNASIUM - NEW CONSTRUCTION
Site Plan Approval
PARCEL ID# 12-22-27-6496-14-003

Issue: The applicant is requesting approval to the Site Plan for a gymnasium with a walking track and parking for the property located at 459 9th Street.

Discussion:

The proposed project is to construct the new 11,081 square foot gymnasium with a walking track for the Boys and Girls Club. The gymnasium will be located behind the newly constructed Boys and Girls Club and adjacent to Pennsylvania Avenue.

The property totals 7.50 acres, is zoned PCD (Planned Commercial Development) and has a MUD (Multi Use Development) Future Land Use Designation.

A community meeting was held June 17, 2026. No concerns were expressed at the meeting.

Recommended Action:

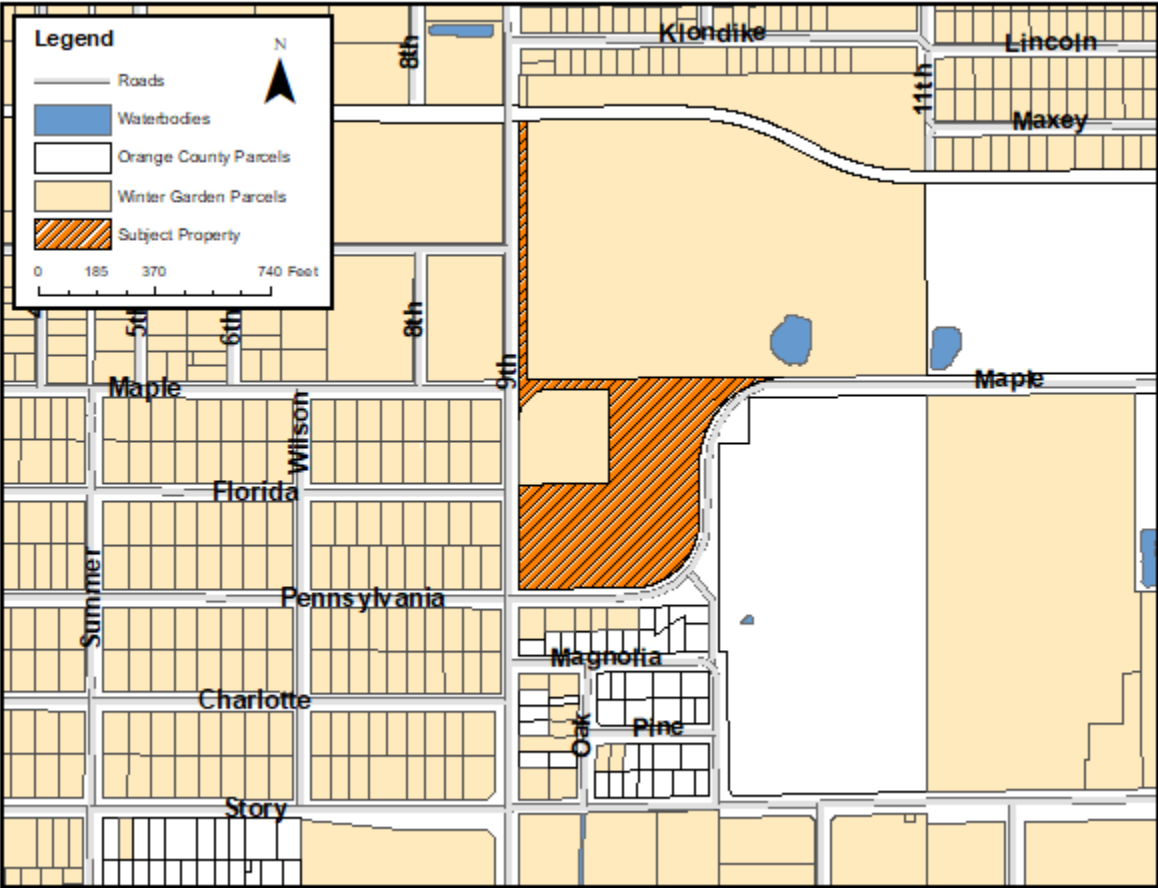
Staff recommends approval of the proposed site plan.

Attachment(s)/References:

- Location Map
- Construction Plans with Landscape Plans
- Survey
- Architectural Elevations
- Final DRC combined comments

Location Map

459 9th Street



CONSTRUCTION PLANS

FOR

Boys & Girls Club of Central Florida West Orange Branch (9th Street, Winter Garden)

OWNER: CITY OF WINTER GARDEN (407) 654-4100
300 W. PLANT STREET
WINTER GARDEN, FL 34787

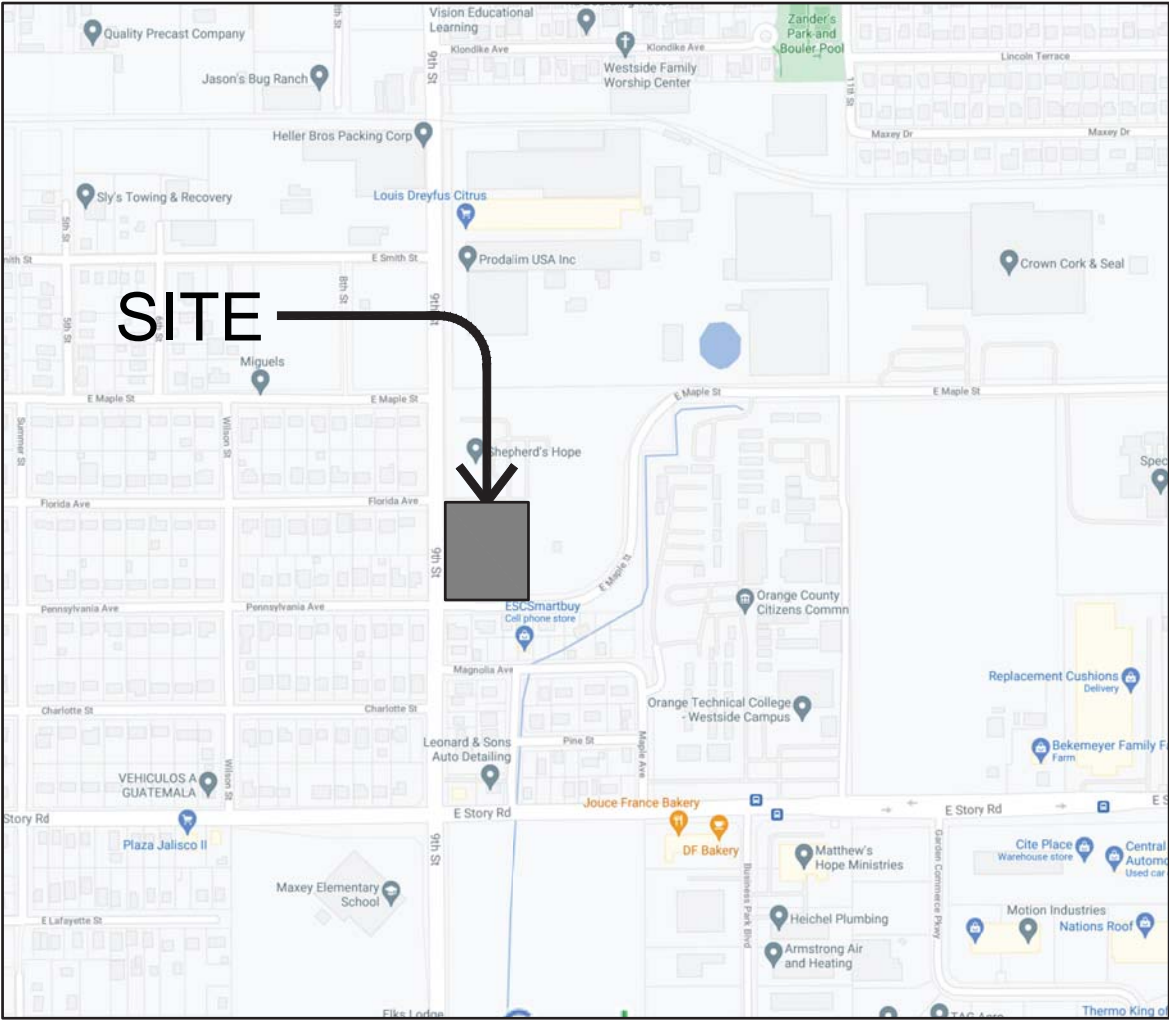
ARCHITECT: KEESEE ASSOCIATES (407) 880-2333
945 SOUTH ORANGE BLOSSOM TR.
APOPKA, FL. 32703

CIVIL ENGINEER: JUNE ENGINEERING CONSULTANTS, INC. (407) 905-8180
132 W. PLANT STREET, SUITE 200
WINTER GARDEN, FL. 34787

SURVEYOR: BISHMAN SURVEYING & MAPPING, INC. (407) 702-8127
132 W. PLANT STREET, SUITE 210
WINTER GARDEN, FL. 34787

GEOTECHNICAL ENGINEER: YOVAISH ENGINEERING SERVICES, LLC. (407) 774-9383
953 SUNSHINE LANE
ALAMONTE SPRINGS, FL. 32714

ENVIRONMENTAL CONSULTANT: BIO-TECH CONSULTING, INC. (407) 894-5969
2002 E. ROBINSON STREET
ORLANDO, FL. 32803



Location Map

INDEX OF SHEETS	
SHEET TITLE	No.
Cover Sheet	1
Overall Site Plan	2
Site Plan & Utilities	2a
Grading Plan	3
Landscape Plan	3a
Photometric Plan	3b
SWPPP	4
Boundary Survey	5
Standard Details	6-12
Irrigation Plan	L1-1

Utility Companies

Water/Sewer/Reuse Water: City of Winter Garden Utilities Dept. (407)-656-4100
300 W. PLANT STREET
Winter Garden, FL. 34787

Telephone: Century Link (407)-814-5373
P.O. Box 770339
Winter Garden, FL. 34777-0339

Electric: Progress Energy (407)-905-3302
452 E. Crown Point Road
Winter Garden, FL. 34787

Cable: Brighthouse Networks (407)-295-9119
3767 All American Blvd.
Orlando, FL. 32810

Stormwater: City of Winter Garden - Public Works (407)-656-2256
300 W. PLANT STREET
Winter Garden, FL. 34787

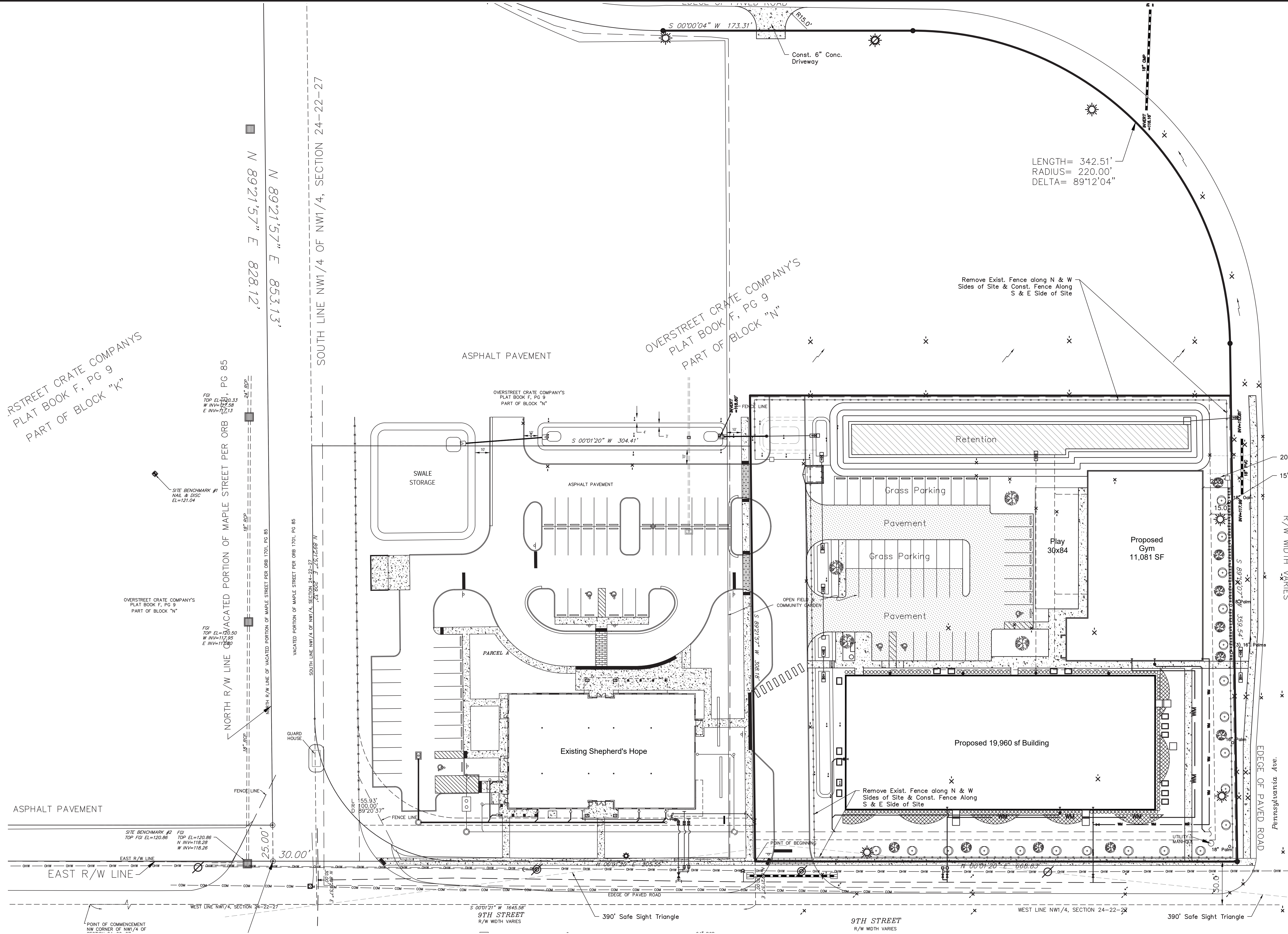
Fire: City of Winter Garden Fire Dept. (407)-656-4689
131 E. Palmetto Street
Winter Garden, FL. 34787

Gas: Lake Apopka Natural Gas District (407)-656-2734
P.O. Box 771275
Winter Garden, FL. 34777-1275

JEC june engineering consultants, inc. 23 W. Joiner Street Winter Garden, FL. 34787
Ph. 407-905-8180 Fax 407-905-6232
Certificate of Authorization #00008507 Rohland Allen June II PE# 41949

- GENERAL NOTES**
- ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF WINTER GARDEN STANDARDS AND SPECIFICATIONS AND TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, MOST RECENT EDITIONS.
 - ALL DISTURBED AREAS SHALL BE GRASSED UPON COMPLETION OF CONSTRUCTION.
 - ALL LANDSCAPING SHALL CONFORM TO THE CITY OF WINTER GARDEN LANDSCAPE CODE, MOST RECENT ADDITION.
 - ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES.
 - THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE OF THE SITE TO THE SPILLWAYS AS INDICATED BY GRADES AND FLOW ARROWS.
 - UTILITIES SHOWN WERE LOCATED FROM BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION ALL UTILITY COMPANIES AND FOR THE LOCATION AND PROTECTION OF ALL UTILITIES THAT MAY EXIST.
 - EXISTING ZONING OF THE SUBJECT SITE IS PCD (PLANNED COMMERCIAL DEVELOPMENT) PER ORDINANCE 17-42. DEVELOPMENT MUST COMPLY WITH THE GENERAL ZONING REQUIREMENTS OF THE C-3 PROFESSIONAL OFFICE DISTRICT.
 - THE CONTRACTOR IS RESPONSIBLE TO PROVIDE EROSION AND SEDIMENT CONTROL THROUGHOUT THE CONSTRUCTION PHASE WHICH SHALL INCLUDE, BUT NOT LIMITED TO THE PLACEMENT OF SILT FENCES OR OTHER SIMILAR STRUCTURES ALONG THE PERIMETER OF THE SITE. THIS WORK SHALL CONFORM TO THE REQUIREMENTS OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AS OUTLINED IN F.D.O.T. STANDARD INDEX #102 & CITY CODE - CHAPTER 106 (STORMWATER). THE CONTRACTOR SHALL PROVIDE AN EROSION PROTECTION PLAN, PRIOR TO PRE-CONSTRUCTION MEETING.
 - REMOVE ALL STRIPPINGS AND UNCLASSIFIED MATERIALS OFFSITE AND DISPOSE OF IN LEGAL MANNER.
 - FILL TO BE PLACED AND COMPACTED TO A MINIMUM 98% MAXIMUM DENSITY (PER AASHTO T-180). ALL DENSITIES IN UTILITY AND STORM TRENCHES SHALL BE A MIN. OF 98% MAX. DENSITY.
 - JUNE ENGINEERING CONSULTANTS, INC. SHALL BE NOTIFIED IMMEDIATELY OF ANY PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.
 - ALL ASPHALT PAVEMENT SHALL BE GRADED TO OBTAIN A MINIMUM GRADE OF 0.50% AND SHALL DRAIN POSITIVELY TO ALL INLETS OR SPILLWAYS. CONCRETE PAVEMENT AND CURB AND GUTTER SHALL BE GRADED TO OBTAIN A MINIMUM GRADE OF 0.30%.
 - CONTRACTOR SHALL PROVIDE AND COORDINATE PLACEMENT OF ANY REQUIRED UNDERGROUND CONDUITS NECESSARY FOR PLACEMENT OF UTILITIES (TELEPHONE, ELECTRIC, CABLE, ETC.) AND THE SPRINKLER SYSTEM.
 - CONTRACTOR SHALL PROVIDE JUNE ENGINEERING CONSULTANTS WITH AS-BUILT INFORMATION ON THE FOLLOWING: LOCATIONS AND INVERTS OF ALL UTILITIES AND STORM STRUCTURES; PAVEMENT LOCATIONS AND GRADES; AND POND GRADES SHOWN ON PLANS.
 - ELEVATIONS BASED ON ORANGE COUNTY DATUM.
 - ALL CONSTRUCTION SHALL CONFORM TO CITY CODE OF ORDINANCES, CHAPTER 78, UTILITIES.
 - A PERMANENT BENCHMARK WITHIN PROJECT LIMITS, CERTIFIED TO ORANGE COUNTY DATUM IS REQUIRED UPON COMPLETION.
 - THE CONTRACTOR IS RESPONSIBLE FOR THE NOTIFICATION, LOCATION & PROTECTION OF ALL UTILITIES THAT MAY EXIST. WITHIN THE PROJECT LIMITS.
 - ALL STORM (>12") AND SANITARY LINES (>6") SHALL BE INSPECTED BY CCTV PRIOR TO COMPLETION.
 - ALL SANITARY SEWER AND STORM SEWERS WITH LESS THAN 5' OF COVER SHALL BE VIDEO INSPECTED AFTER BASE INSTALLATION.
 - ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180).
 - AS-BUILT RECORD DRAWINGS SHALL COMPLY WITH CITY OF WINTER GARDEN REQUIREMENTS AVAILABLE ON-LINE.
 - ALL WORK DOWNSTREAM OF THE POS SHALL BE PERFORMED BY A LICENSED FIRE SPRINKLER CONTRACTOR.
 - ALL GRAVITY SANITARY PIPE AND FITTINGS SHALL BE SDR 26.
 - IF THERMOPLASTIC PIPE IS USED IT SHALL MEET ALL CITY MATERIAL AND INSTALLATION REQUIREMENTS AS SPECIFIED IN THE CITY'S STANDARDS AND SPECIFICATIONS INCLUDING CLASS I BEDDING, HP POLYPROPYLENE PIPE (NOT HDPE OR N-12), LASER PROFILING, INSTALLATION PER ASTM D2321, ETC.

May 25, 2021
Revised 4/22/2026



OVERSTREET CRATE COMPANY'S
PLAT BOOK F, PG 9
PART OF BLOCK "K"

OVERSTREET CRATE COMPANY'S
PLAT BOOK F, PG 9
PART OF BLOCK "N"

E. MAPLE STREET
R/W WIDTH VARIES

Overall Site Plan
Boys & Girls Club of Central Florida
West Orange Branch

DATE	REVISION
3/5/25	Minor Revisions

JEC June engineering consultants, inc. | 23 W. Joiner Street Winter Garden, FL 34787 Ph. 407-905-8180 Fax 407-905-6232

Certificate of Authorization #00031567

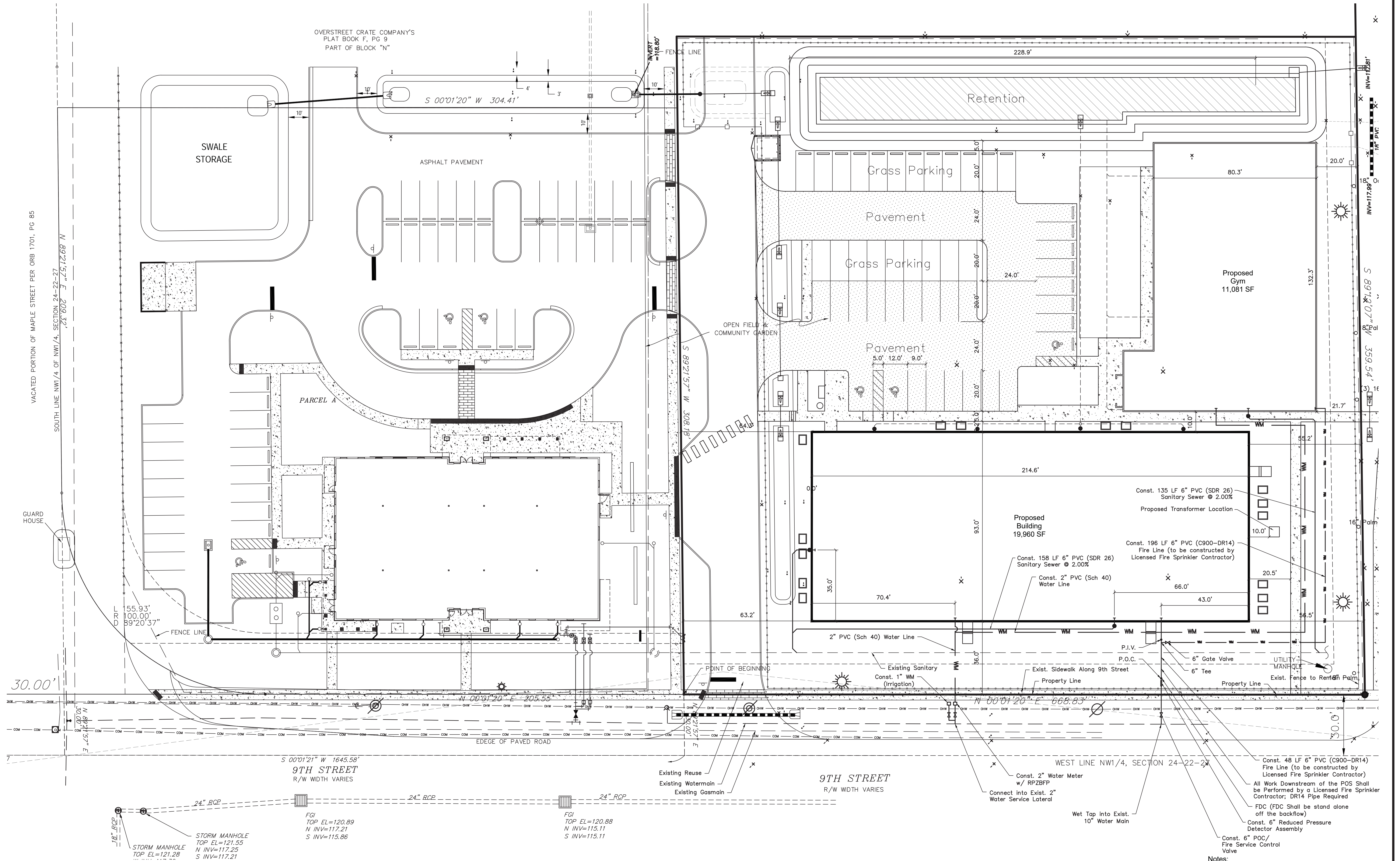
ROHLAND ALLEN JUNE II PE# 41949

JOB NO. 0359
SHEET 2 OF 2

VACATED PORTION OF MAPLE STREET PER ORB 1701, PG 85

SOUTH LINE NW1/4 OF NW1/4, SECTION 24-22-27
 S 00°01'20" W 304.41' E 23°33' 25.768" N

OVERSTREET CRATE COMPANY'S
 PLAT BOOK F, PG 9
 PART OF BLOCK "N"



30.00'

55.93'
 100.00'
 89°20'37"

STORM MANHOLE
 TOP EL=121.55
 N INV=117.25
 S INV=117.21

FGI
 TOP EL=120.89
 N INV=117.21
 S INV=115.86

FGI
 TOP EL=120.88
 N INV=115.11
 S INV=115.11

S 00°01'21" W 1645.58'
 9TH STREET
 R/W WIDTH VARIES

9TH STREET
 R/W WIDTH VARIES

WEST LINE NW1/4, SECTION 24-22-27

Notes:
 1. All sanitary pipe and fittings shall be PVC (SDR26).

DATE	REVISION
3/16/22	DRC Comments
3/5/25	Minor Revisions
5/21/25	Building Shift

Site Plan & Utilities
 Boys & Girls Club of Central Florida
 West Orange Branch

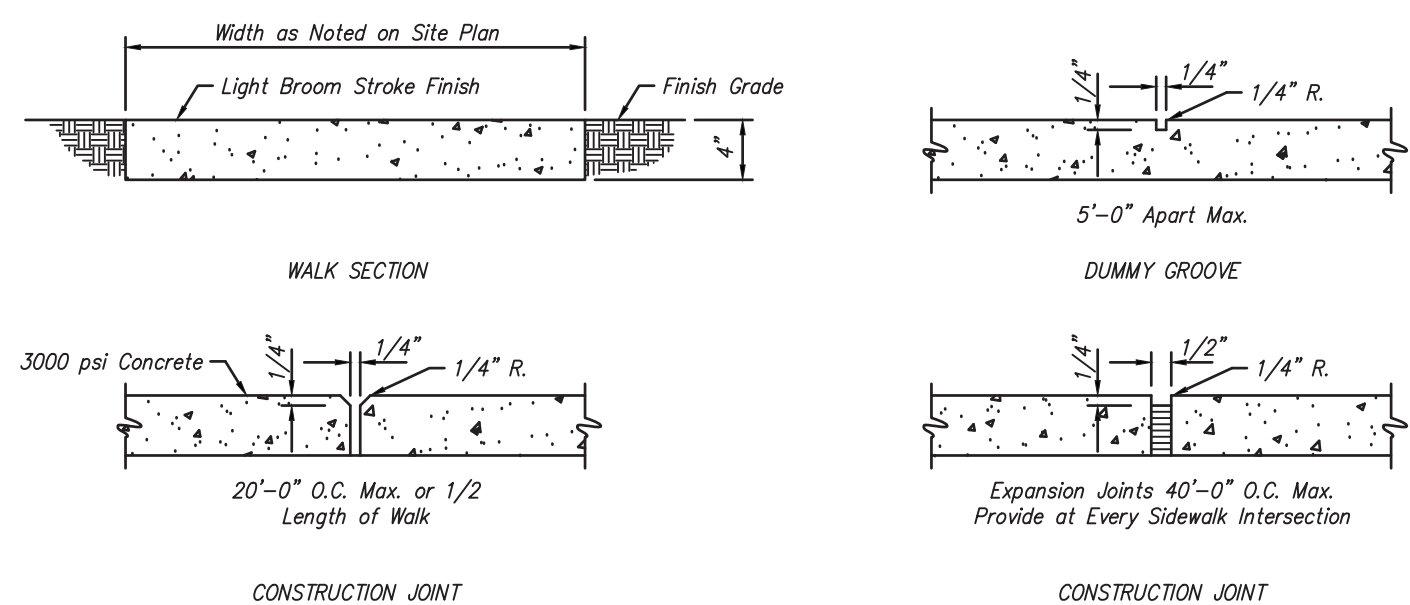
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 23 W. Joiner Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232

Certificate of Authorization #00031567

DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 20'
 DATE: ?? DATE: ??

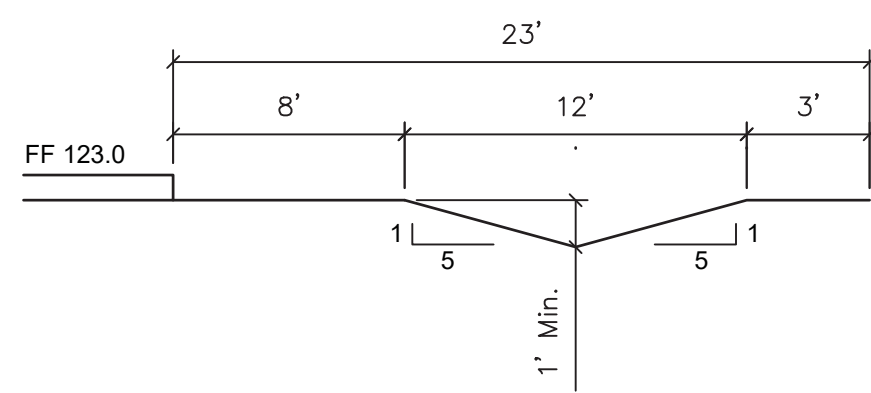
ROHLAND ALLEN JUNE II
 PE# 41949

JOB NO.
 0359
 SHEET
 2a
 OF



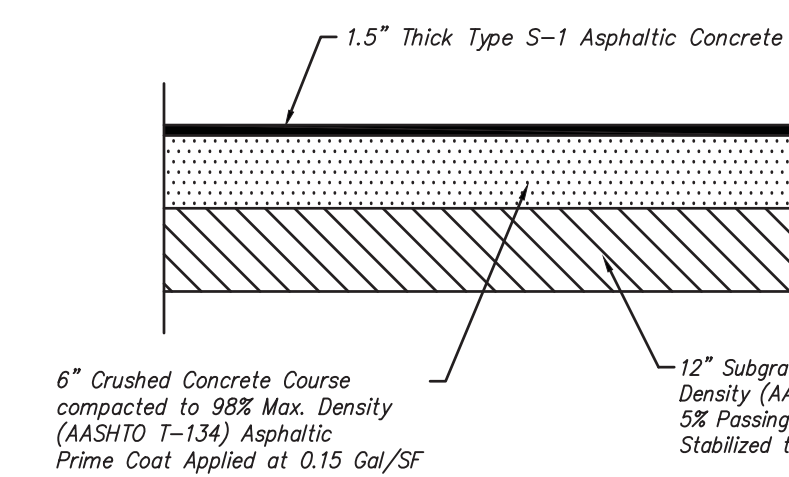
SIDEWALK DETAILS

N.T.S.



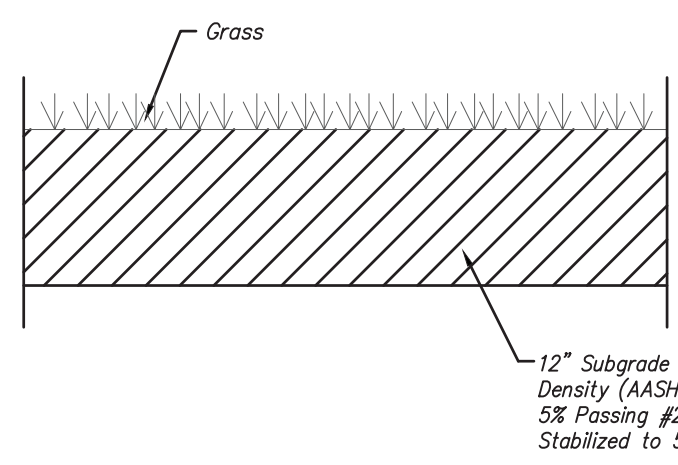
SWALE DETAIL

N.T.S.



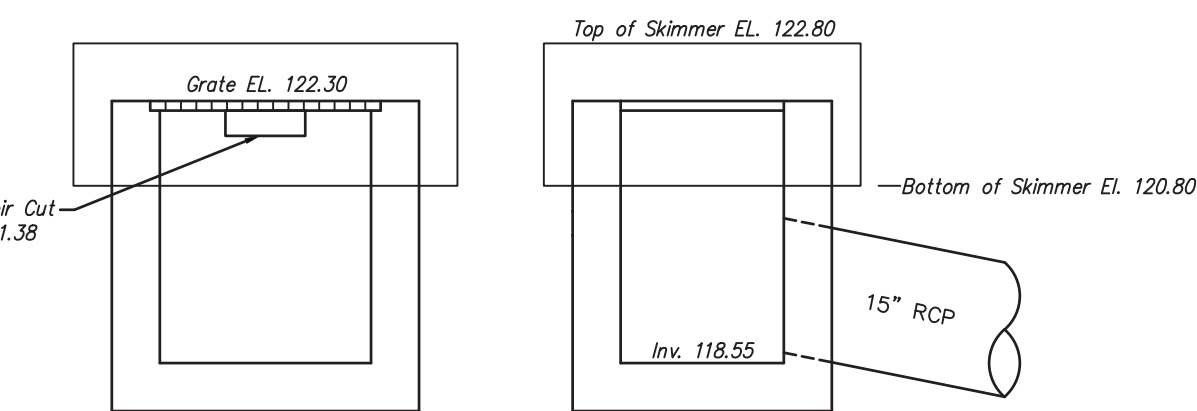
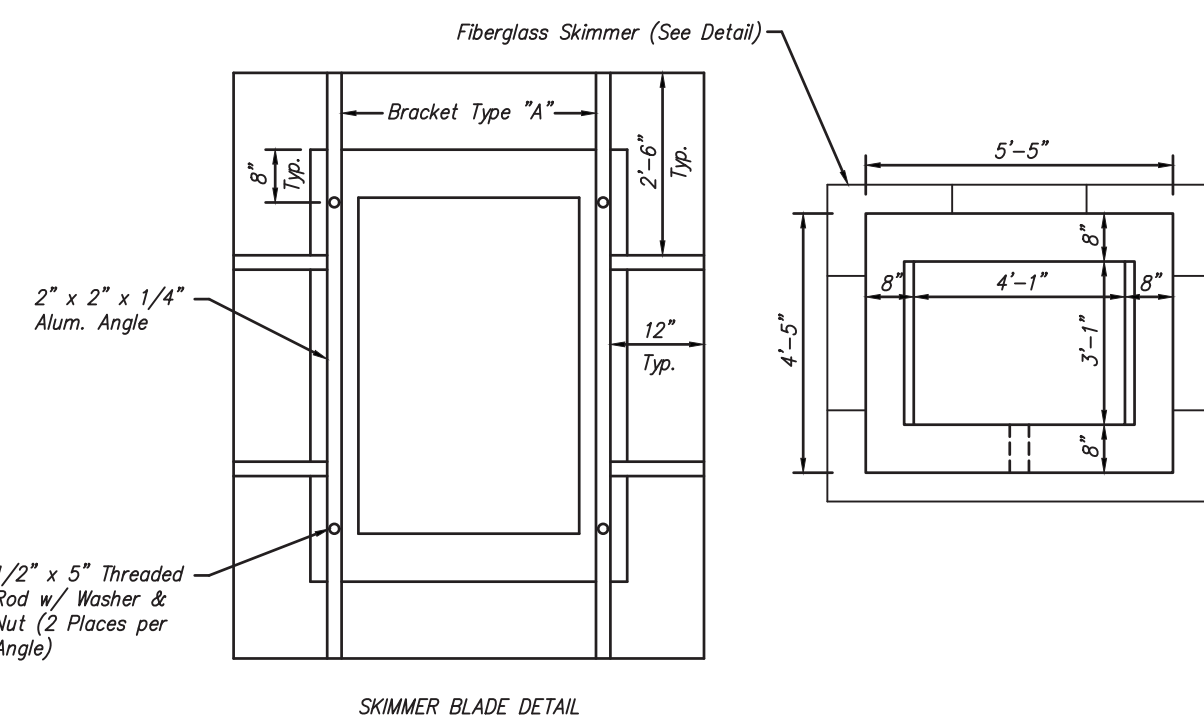
PAVEMENT DETAIL

N.T.S.



GRASS PARKING DETAIL

N.T.S.



DISCHARGE STRUCTURE 'DS-1'

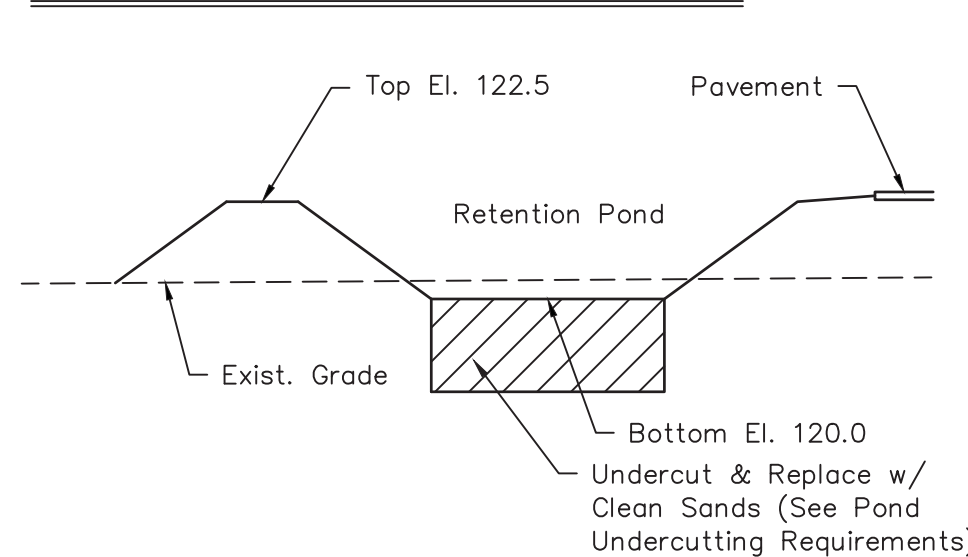
N.T.S.

Pond Undercutting Requirements:

- The existing vegetation and topsoil layers (where encountered) should be removed in their entirety from within the proposed pond area. The unsuitable material generated during the earthwork activities shall be disposed of as directed by the owner.
- Upon completion of the pond clearing and stripping the shall be excavated and undercut to elevation +115 feet (5 feet below the design bottom elevation of +120 feet). The backfill soils should comprise permeable fine sands as specified below.
- Upon approval by the Geotechnical Engineer, the excavated areas shall be scarified and then backfilled with clean fine sands with the following engineering properties:
 - minimum permeability equal to 20 feet per day, when compacted to minimum density equivalent to 92 percent of the soil's Modified Proctor Density Value (ASTM D-1557)
 - maximum fines content (percent passing the U.S. No. 200 sieve) of 3 percent. In consideration of the limited fine sand material encountered on-site, we envision that import will be required.
- No burying of on-site unsuitable soils, strippings or debris is permitted within or beneath the pond bottom or side slopes

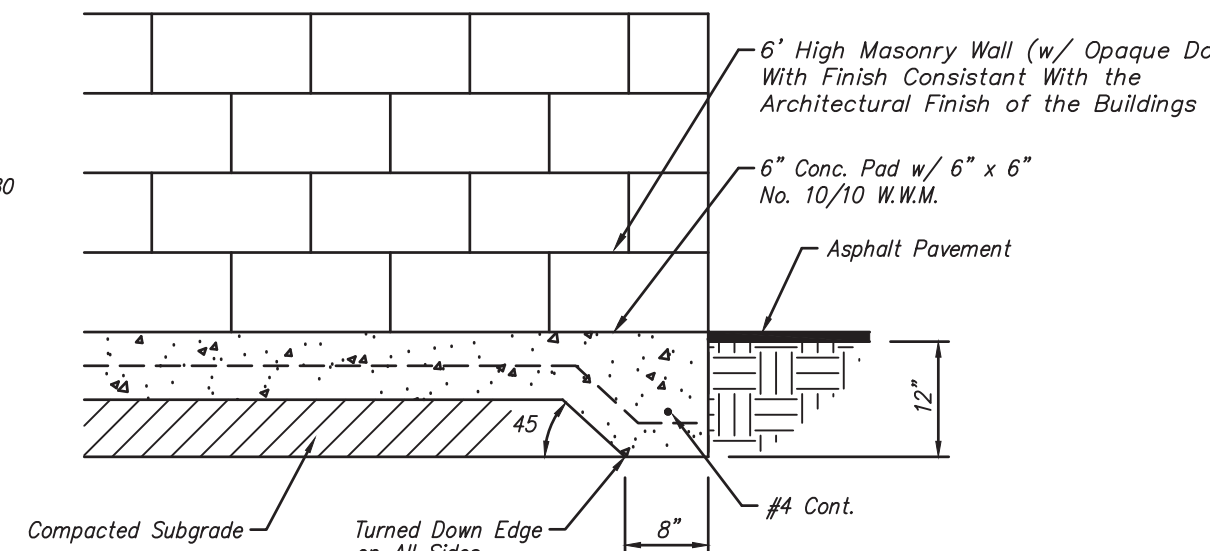
In order to maintain the necessary infiltration capacity, the soils below the retention pond areas shall not be over compacted/densified by the construction equipment. As such and upon completion of each pond grading operation, the vertical permeability of the fine sands below the pond area should be checked (minimum 1 location). If the measured permeability is less than 20 feet per day, the affected pond bottom area should be scarified using a root rake and/or similar equipment (to loosen the soils to a minimum depth of 2 feet). Thereafter, the pond area may be re-graded using light weight rubber tire and/or low contact pressure track-mounted equipment and the permeability of the loosened soils retested.

PARKING BUMPER BLOCK



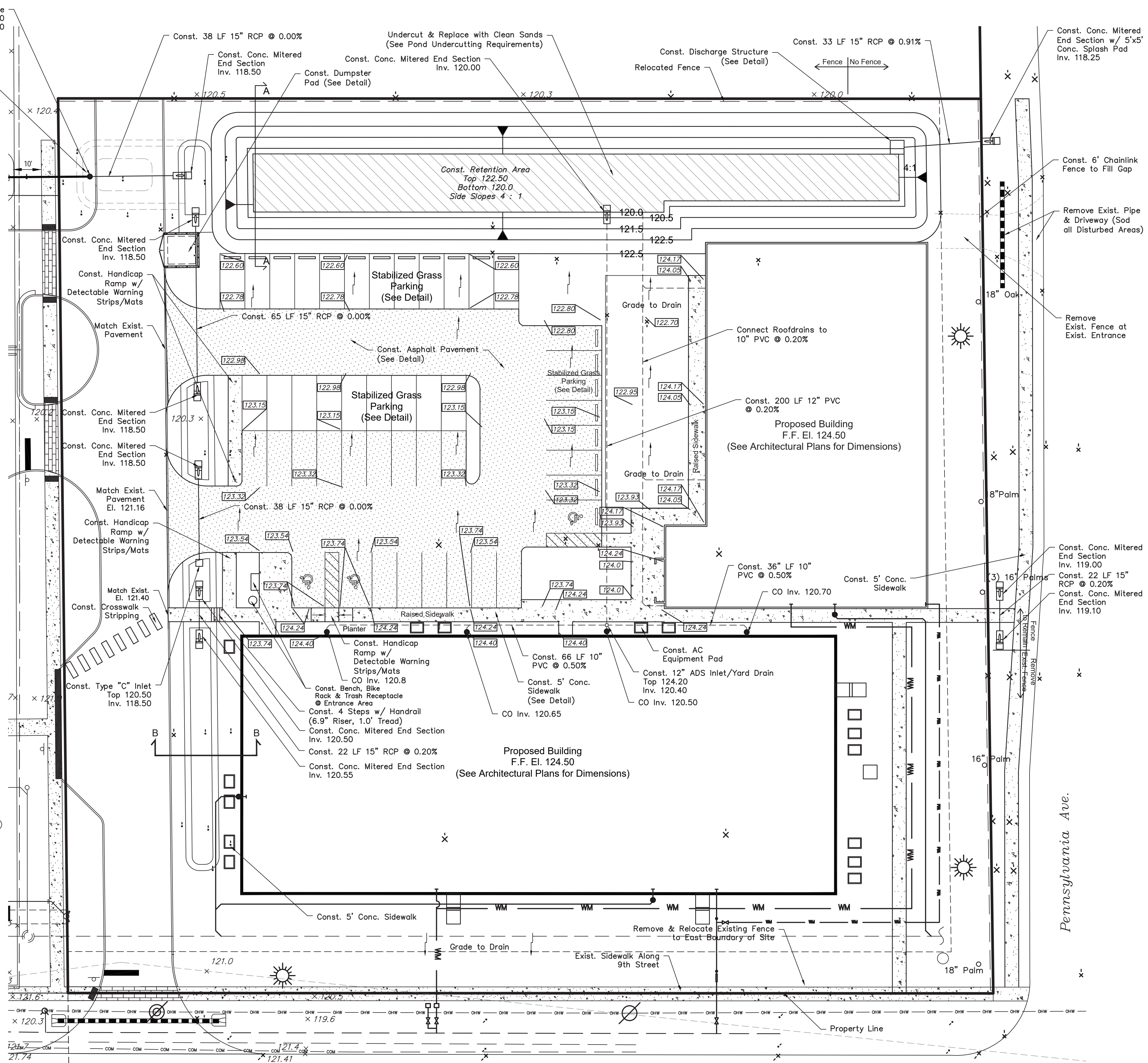
SECTION 'A-A'

N.T.S.



DUMPSTER PAD

N.T.S.



Site Information:

Total Site Area = 2.44 Ac.
Total Impervious = 55,393 SF (1.272 Ac.)
Total Impervious = 52.1%
Total Pervious = 1.168 Ac. (47.9%)
Zoning = PCD
Maximum Building Height = 35 feet
Actual Building Height = 17 feet
Front Setback = 30'
Side Setback = 10'
Rear Setback = 20% of Lot Depth

Notes:

- All work downstream of the POS shall be performed by a licensed fire sprinkler contractor.
- Remove & Relocate Exist. Irrigation System to Exist. Farming Site to the East.
- Garbage Service to utilize 96 Gallon Rolling Cans.
- During construction, the Design or Geotechnical Engineer shall certify that the unstable soils as described in the geotechnical report have been excavated/removed as per report.

Fire Note:
All work downstream of the POS shall be Performed by a Licensed Sprinkler Contractor.

SECTION 'B'

Scale: 1/2" = 5'
1/4" = 10'

JOB NO. 0359
SHEET 3 OF

ROHLAND ALLEN, JUNE II
PE# 41949

23 W. Joiner Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6332

June engineering consultants, inc.
Certificate of Authorization #00031567
DRAWN BY: CLK CHECKED BY: P4J SCALE: 1" = 20'
DATE: 3/22/17 DATE: 3/22/17

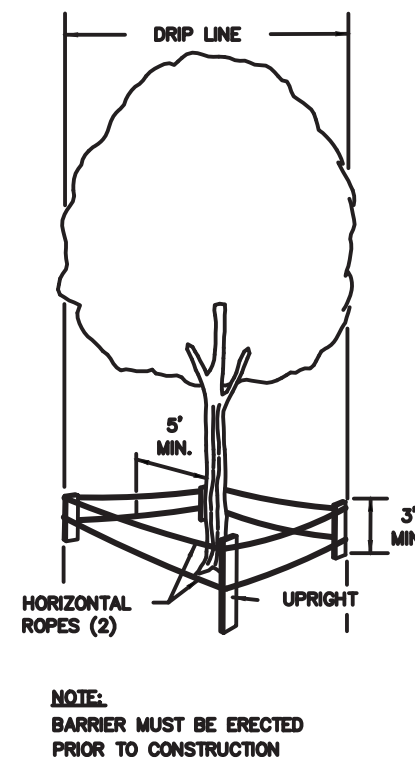
JEC

Grading Plan
Boys & Girls Club of Central Florida
West Orange Branch

DATE	REVISION
11/9/21	City Comments
3/16/22	DRC Comments
3/15/25	Minor Revisions
5/21/25	Building Shift
10/9/25	Building Addition

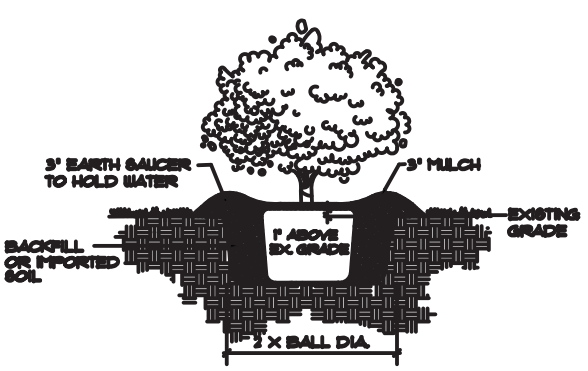
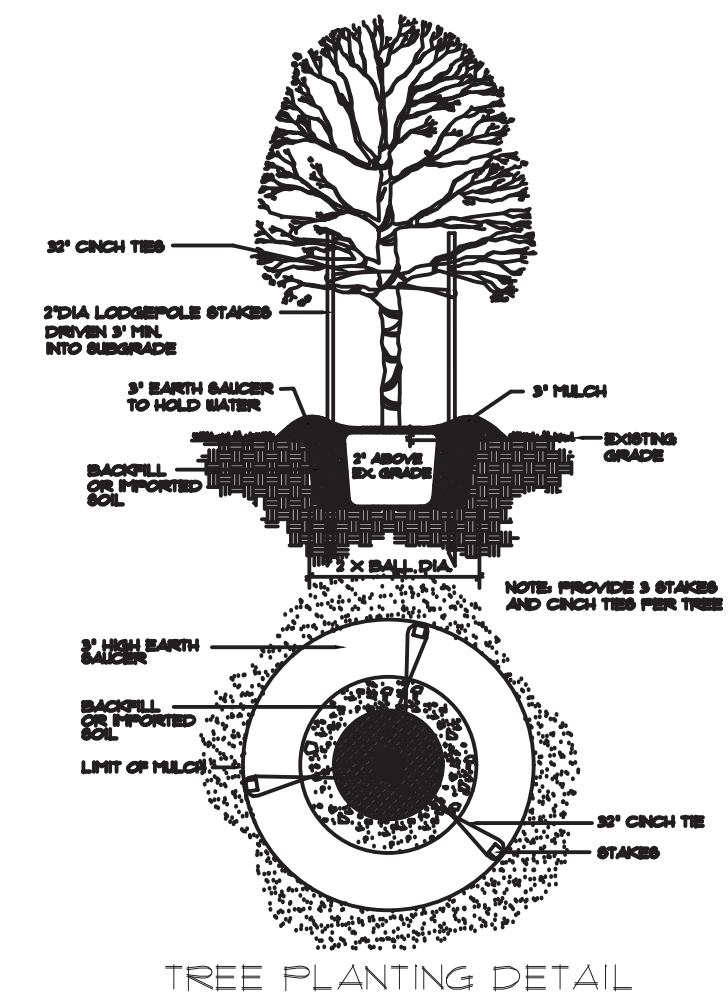
LEGEND

Existing Contours	(12)
Lot Number	(12)
Direction of Flow	→
Existing Grade	~ 79.3
Proposed Grade	~ 79.3
Water Main	8" WM
Sanitary Sewer	S
Stormpipe	~
Fire Hydrant	♀
Storm Inlet	♂
Concrete	■
Gate Valve	⊠
Water Blowoff	○



- WHY A BARRIER**
1. TO PROTECT ALL ABOVE GROUND PORTIONS
 2. TO PROTECT SOIL NEAR TREE FROM COMPACTION
 3. PROVIDES PHYSICAL AND MENTAL AWARENESS OF TREES PRESENCE TO EQUIPMENT OPERATORS
- SPECIFICATIONS FOR WOOD BARRIER**
1. MINIMUM RADIUS TO BE PROTECTED IS ENTIRE DRIPLINE
 2. MINIMUM 3' IN HEIGHT
 3. UPRIGHTS- THE EQUIVALENT OF 2"x4" LUMBER ON 6' MINIMUM CENTERS
 4. HORIZONTAL- THE EQUIVALENT OF TWO COURSES OF 1/2" ROPIING WITH YELLOW PLASTIC TAPE FLAGGING
 5. BARRIERS TO BE ERRECTED AROUND TREES TO REMAIN BEFORE CONSTRUCTION OR WHEN NEARBY TREES ARE REMOVED
 6. BARRIERS TO REMAIN IN PLACE UNTIL ALL PAVING, CONSTRUCTION AND HEAVY EQUIPMENT IS OUT OF AREA
- NOTE:**
BARRIER MUST BE ERRECTED PRIOR TO CONSTRUCTION

TREE PROTECTION MEASURES



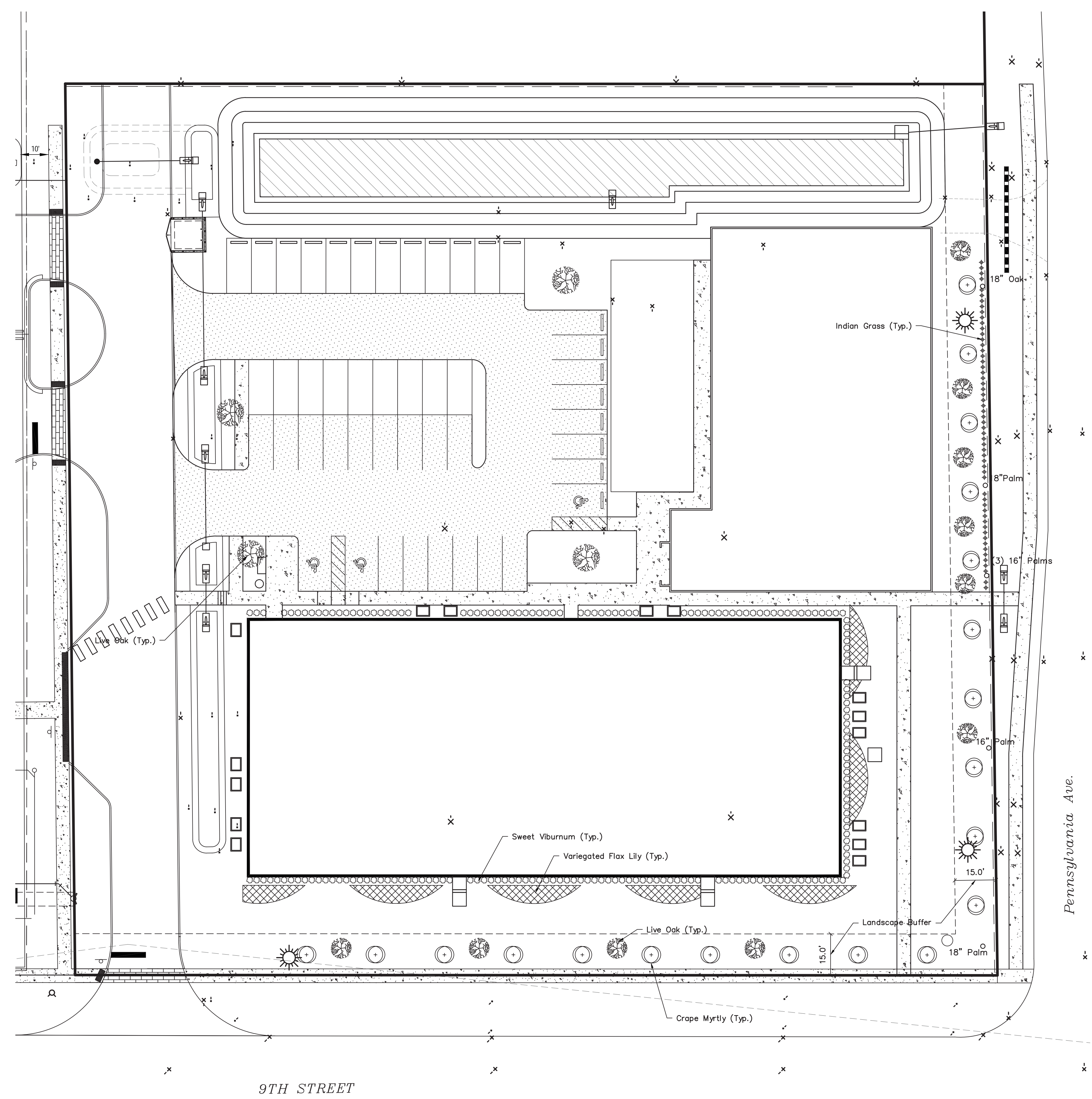
SHRUB AND GROUNDCOVER PLANTING DETAIL

PLANT NOTES

1. ALL LANDSCAPED AREAS DELINEATED ON THESE PLANS, PER SEC. 266.06(1), SHALL BE IRRIGATED BY AN AUTOMATIC SYSTEM. THE IRRIGATION SYSTEM SHALL DELIVER 100% HEAD-TO-HEAD COVERAGE. NO RISERS, RAIN SENSOR REQUIRED. SEE IRRIGATION PLAN.
2. ALL LANDSCAPED BEDS SHALL BE TOP DRESSED WITH 3\"/>

PLANT LIST

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE
14	QV	Quercus Virginiana	Live Oak	10'-12' Ht. Min., 6' Spd., 30 gal. 2-1/2" DBH, 5' Clr. Trk.
20	LI	Lagerstroemia Indica	Crape Myrtle	6' Ht. Min., 5'-6' Spd., 65 gal. 2-1/2" DBH, 1' Clr. Trk.
207	VO	Viburnum Odoratissimum	Sweet Viburnum	24" Ht. 30" o.c.
61	SN	Sorghastrum Nutans	Indian Grass	36" Ht., 12"-24" Spread, 24" o.c.
	DT	Daniella Tasmanica 'Variegata'	Variegated Flax Lily	1 Gal., 12"-15" Ht. 24" o.c.
	SOD	Paspalum Notatum	Argentine Bahia	Solid Sod in all common areas



DATE	REVISION

Landscape Plan
Boys & Girls Club of Central Florida
West Orange Branch

JEC june engineering consultants, inc.
23 W. Joiner Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00031567

DRAWN BY: CLK
DATE: 3/2/17

CHECKED BY: RAJ
DATE: 3/2/17

SCALE: 1" = 20'

ROHLAND ALLEN JUNE II
PE# 41949

JOB NO. 0359
SHEET 3a
OF



Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Number of Lamps	Fixture Name	Lumens per Lamp	LLF	Wattage
□	C	2	American Electric Lighting	ATBO P305 H4 4K	Autobahn Small P305 Package Roadway Type IV 4000K/200K		1	ATBO_P305_H4_4K	19800	0.92	200

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
2 South Lot	+	2.0 fc	7.6 fc	0.6 fc	12.7:1	3.3:1
3 Property line	+	0.0 fc	0.1 fc	0.0 fc	N/A	N/A

Winter Garden Boys and Girls Club
American Electric ATBO
Full cutoff LED
mounted at 25' with 9' inch arms

Designer
Steve Prior
Date
12/13/2021
Scale
Not to Scale
Drawing No.
Summary

1 of 1



Consistent with LEED® goals & Green Globes® ratings for light pollution reduction

Autobahn Series ATBO Roadway Lighting

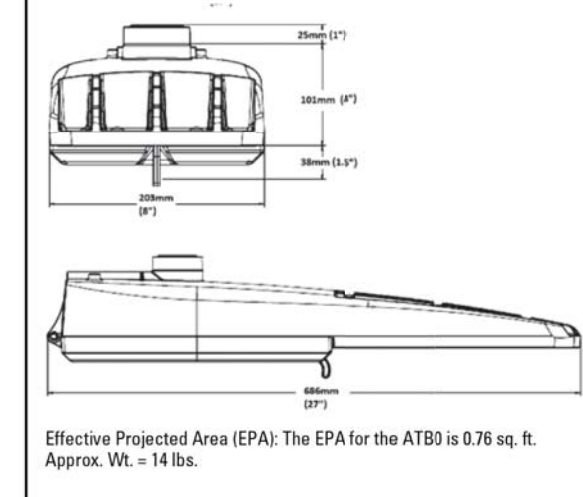
PRODUCT OVERVIEW



Applications:

- Roadways
- Off ramps
- Residential streets
- Parking lots

DIMENSIONS



Effective Projected Area (EPA): The EPA for the ATBO is 0.76 sq. ft. Approx. Wt. = 14 lbs.

STANDARDS

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/DQL to confirm which versions are qualified. Color temperatures of ≤ 3000K must be specified for international Dark-Sky Association certification. Rated for -40°C to 40°C ambient CSA Certified to U.S. and Canadian standards Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Note: Specifications subject to change without notice. Actual performance may differ as a result of end-user environment and application.
© 2014-2021 Acuity Brands Lighting, Inc. ATBO 05/10/21



Features:

OPTICAL

The Autobahn's new molded silicone optics provide exceptional performance. Silicone optics are superior to other polymeric materials in the areas of: optical efficiency, thermal performance, and reduction in dirt accumulation, all of which can lead to long term lumen degradation and a shift in optical distribution. Also, because silicone allows for the molding of fine details as well as thick sections, it produces the most crisp, clean and well-defined lighting distributions available. Silicone optics paired with modern LED's allow the Autobahn to take full advantage of both technologies.

Same Light: Performance is comparable to 100 - 400W HPS roadway luminaires.

White Light: Correlated color temperature - 4000K, or optional 2700K, 3000K or 5000K, all 70 CRI minimum.

Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing. Available in Type II, III, IV, and V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected of 40-60% over comparable HD luminaires.

Robust Surge Protection: Two different surge protection options provide a minimum of ANSI C136.2 10kV/5kA protection. 20kV/10kA protection is also available.

Luminaire ships with a 0-10v dimmable driver. Luminaire is continuous and step dimming capable via A0 option or controls installed on P7 photocell receptacle option.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easily leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 7 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Provides a 3G vibration rating per ANSI C136.31

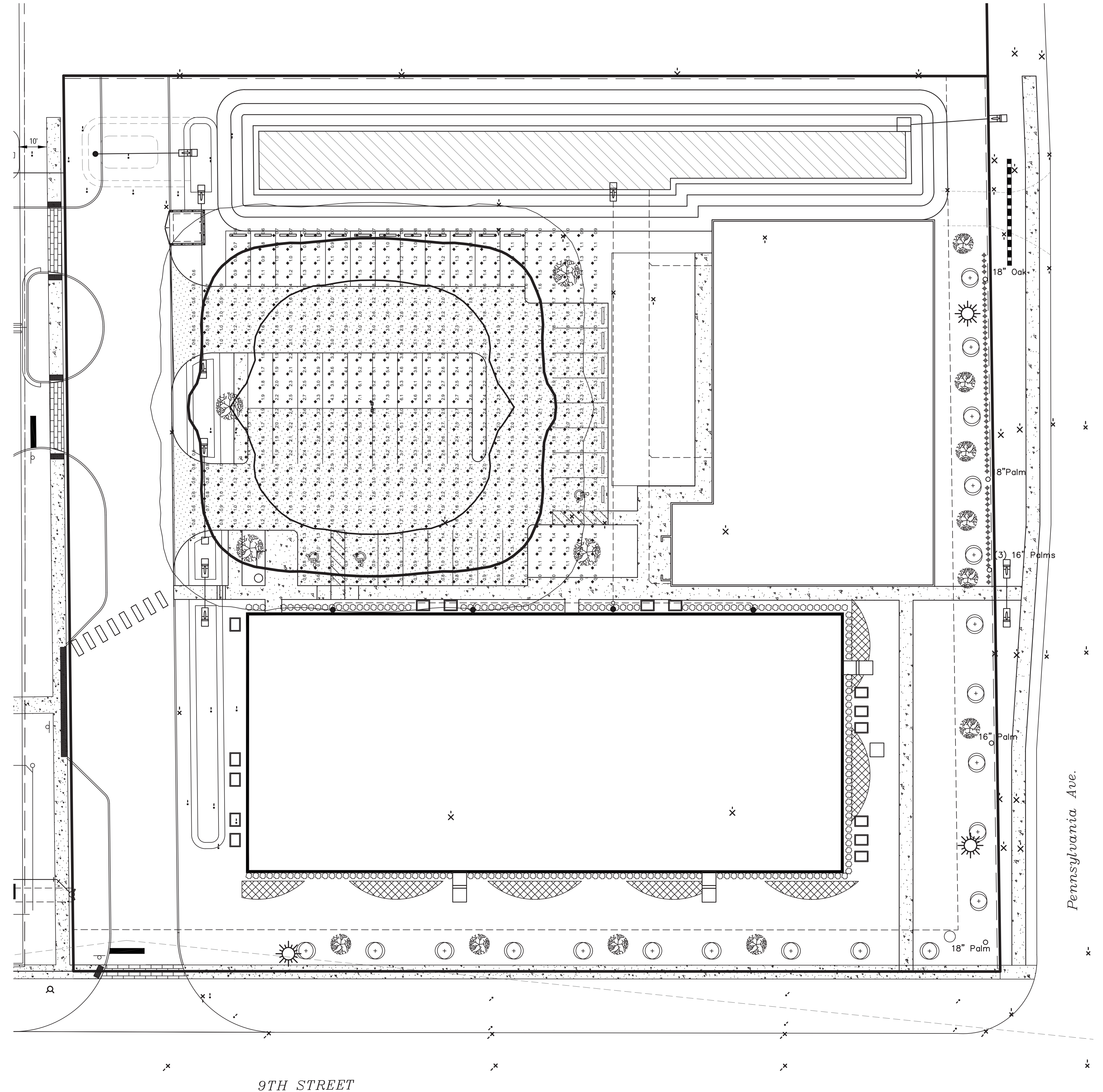
Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocell receptacle is standard, with the Acuity designed ANSI standard 7 pin receptacle optionally available.

Premium solid state locking style photocell - PCSS (10 year rated life) Extreme long life solid state locking style photocell - PCLL (20 year rated life).

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.



DATE	REVISION

Photometric Plan
Boys & Girls Club of Central Florida
West Orange Branch

JEC june engineering consultants, inc.
23 W. Joiner Street
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Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00031567

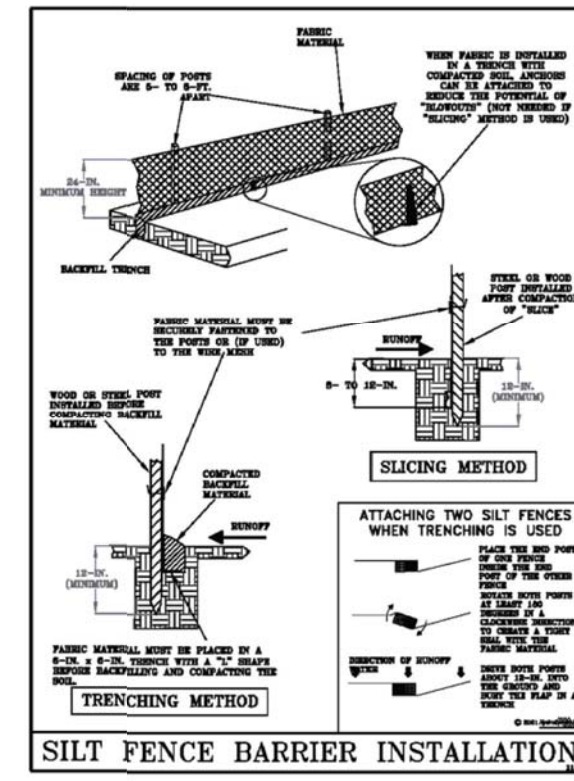
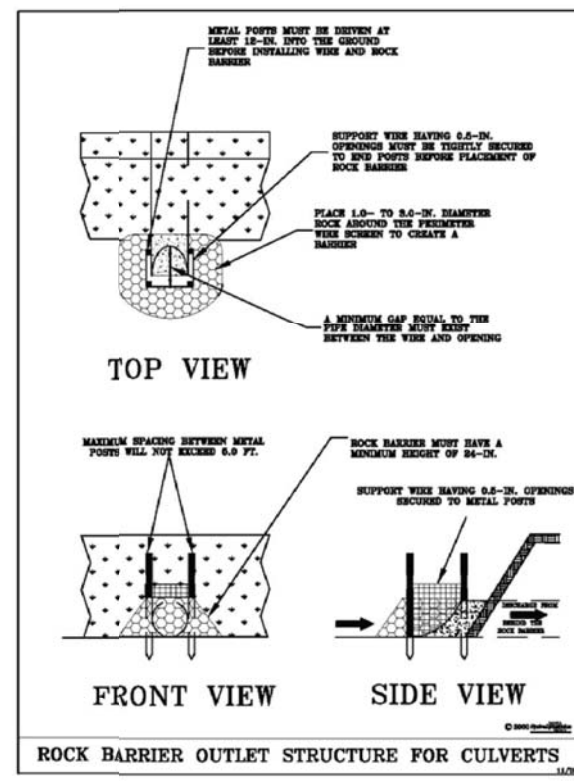
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SCALE
1" = 20'

ROHLAND ALLEN JUNE II
PE# 41949

JOB NO.
0359
SHEET
3b
OF

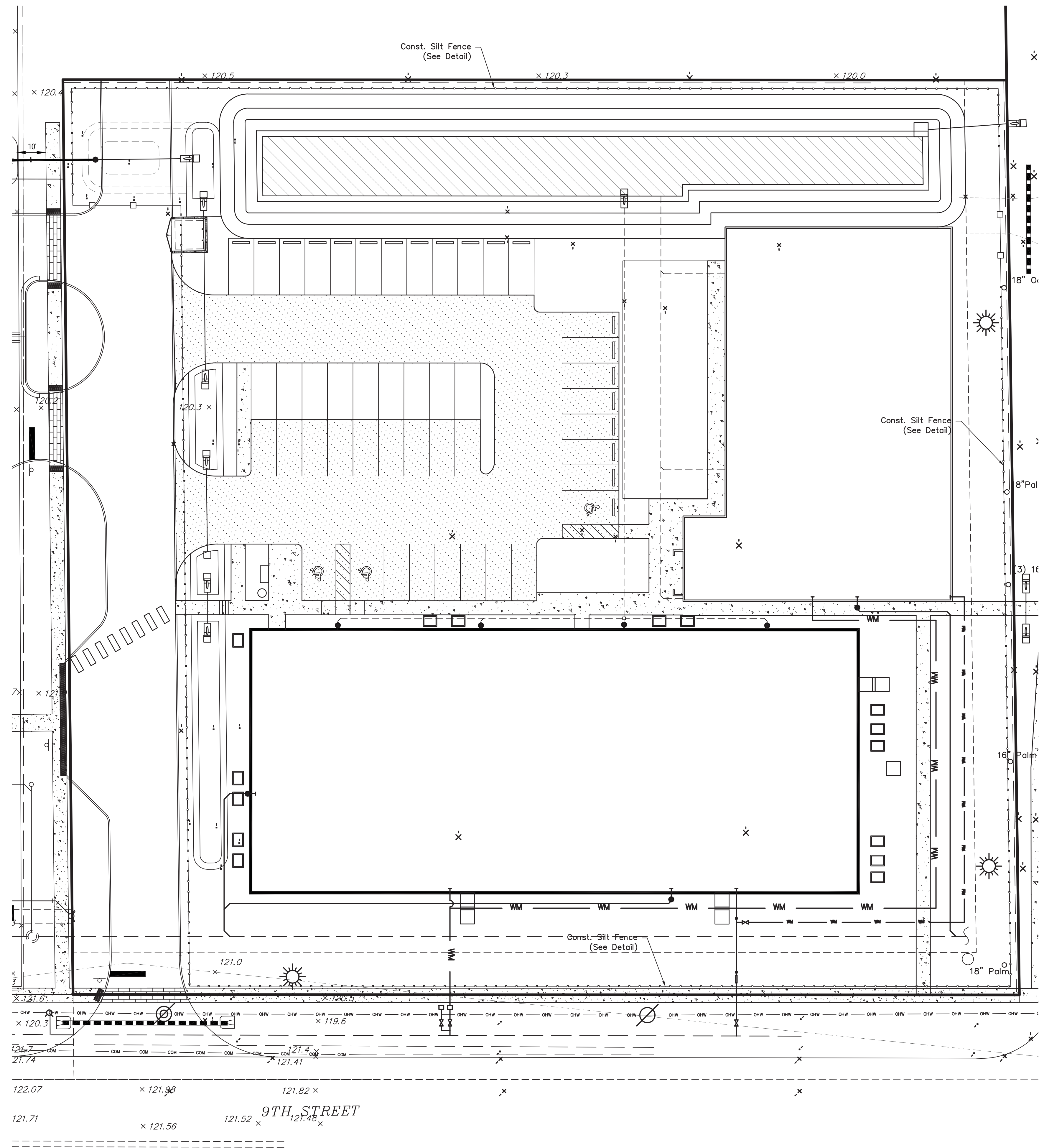


NOTES FOR THE ABOVE BMPs

1. REMOVE ACCUMULATED SEDIMENT FROM BEHIND ROCK BARRIERS WHEN IT IS MORE THAN 1/2" DEEP.
2. REMOVE ACCUMULATED SEDIMENT FROM BEHIND THE SILT FENCE WHEN IT IS OVER 1/2" DEEP.
3. REMOVE ROCK BARRIERS, POSTS, AND HOLES ONCE EROSION CONTROL PRACTICES ARE PERMANENT.
4. REMOVE SILT FENCE FABRIC AND POSTS ONCE EROSION CONTROL PRACTICES ARE PERMANENT.

FLORIDA DEPARTMENT OF TRANSPORTATION

STATE OF FLORIDA EASC DESIGNER & REVIEWER MANUAL, LATEST EDITION, JULY 2013



Project Name: Boys & Girls Club of West Orange
FDEP Project ID # FLR

Site Location:
 S 12 T 22S R 27E
 Latitude 28°34'07" Longitude 81°33'57"

Site Area: The total site is approximately 9.352 acres of which 0.317 will be disturbed by construction activities.

Owner Name:
 Orange County BCC
 P.O. Box 1393
 Orlando, FL 32802

Contractor Name:

Project Description: Construct infrastructure associated with a commercial building, Clearing and Grubbing; perimeter and other erosion and sediment controls; grading; excavation for the stormwater ponds, storm sewer, utilities and building foundations; construction of curbing, sidewalks, preparation for final planting and seeding.

Construction Sequence:
 1. Install stabilized construction entrance.
 2. Clear and Grub for silt fence installation.
 3. Install Silt fence
 4. Construct Retention ponds/Mass Site Grading
 5. Install Infrastructure - (Storm Sewer, Utilities, Roads, etc.)
 6. Complete final grading and install permanent seeding and plantings.
 7. Remove any accumulated sediment from basin.
 8. When construction activity is complete and the site is stabilized, remove silt fence and reseed/resod any areas disturbed by their removal.

Soil Type: Site is primarily underlain with USDA-SCS Type "AD" Soils. (Smyrna / Smyrna Wet Fine Sands)

Runoff Coefficient: The final runoff coefficient for the site will be C=0.75

Dewatering Methods: Not required

Receiving Water:
 Body: Onsite Wetland

CONTROLS (BMPs)

Erosion and Sediment Controls

Stabilization Practices
 Temporary Stabilization - Top stock piles and disturbed portions of the site where construction activity temporarily ceases for at least 30 days will be stabilized with temporary seed and mulch.

Permanent Stabilization - Disturbed portions of the site where construction activities permanently ceases shall be stabilized with permanent seed and mulch and/or sod no later than 30 days after the last construction activity.

Structural Practices
 Silt Fencing - Will be constructed around the perimeter of the site as indicated on the overall plans of the construction plans.

**Retention Pond/
 Sediment Basin** - Will be constructed with the site grading. Once construction activities are nearly complete, the accumulated sediment will be removed from the basin.

Other Controls
 Waste Disposal
 Waste Materials - All waste materials will be collected and stored in a dumpster or as required by the Orange County. All trash and debris from the site will be stored in the dumpster.

Hazardous Waste - All hazardous waste materials will be disposed of in the manner specified by local or state regulation or by the manufacturer.

Sanitary Waste - All sanitary waste will be collected from the portable units as per the requirement of Orange County.

Offsite Vehicle Tracking
 A stabilized construction entrance has been provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept as necessary to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

TIMING OF CONTROLS/MEASURES

As indicated in the Sequence of Major Activities, the silt fence, stabilized construction entrance will be constructed prior to clearing or grading of any other portions of the site. Areas where construction activity temporarily ceases for more than 30 days will be stabilized with a temporary seed and mulch. Once construction activity ceases permanently in an area, that area will be stabilized with permanent seed and mulch and/or sod. After the entire site is stabilized, the accumulated sediment will be removed from the retention ponds and along the silt fence.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

The storm water pollution prevention plan reflects the Orange County, St. Johns Water Management District, Florida Department of Environmental Protection and the U.S. Environmental Protection Agency requirements for storm water management and erosion and sediment control.

MAINTENANCE/INSPECTION PROCEDURES

These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls.

- All control measures will be inspected at least once each week and following any storm event of 0.5 inches or greater. A rain gauge will be on site to measure rainfall amounts.
- All measures will be maintained in good working order; if repair is necessary, it will be initiated within 24 hours of the report.
- Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- The retention ponds/sediment basins will be inspected, and sediment will be removed at the end of the job.
- Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.

It is expected that the following non-stormwater discharges will occur from the site during construction:

- Water from flushing of the water lines.
- Water from the washing of the pavement (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater (from dewatering excavation)

All non-storm water discharges will be directed to the sediment basin prior to discharge.

INVENTORY FOR POLLUTION PREVENTION PLAN

The materials or substances listed below are expected to be present onsite during construction:

- Concrete
- Asphalt
- Wood
- Masonry Block
- Roofing Shingles
- Petroleum Based Products
- Fertilizers
- Cleaning Solvents
- Paints (Enamel and Latex)
- Metal Shards
- Detergents

CONTRACTOR IS RESPONSIBLE FOR INSTALLING ANY ADDITIONAL EROSION CONTROL IF IT BECOMES NECESSARY TO MEET STATE AND LOCAL STANDARDS.

- EROSION CONTROL NOTES**
1. Contractor to provide control of airborne dust during construction as required.
 3. All inlets shall be protected by Synthetic hay bales.
 4. All sediment & erosion control measures shown herein are the minimum required. Additional controls to be utilized as needed.

LEGEND	
Existing Contours	(---)
Lot Number	(12)
Direction of Flow	(→)
Existing Grade	(---)
Proposed Grade	(---)
Water Main	(---)
Sanitary Sewer	(---)
Stormpipe	(---)
Fire Hydrant	(---)
Storm Inlet	(---)
Concrete	(---)
Gate Valve	(---)
Water Blowoff	(---)

JOB NO. 0359
 SHEET 4 OF 4

ROHLAND ALLEN, JUNE II
 PE# 41949

23 W. Joiner Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232

June engineering consultants, inc.
 Certificate of Authorization #00031567
 DRAWN BY: CLK CHECKED BY: P4J SCALE: 1" = 10'
 DATE: 3/22/17 DATE: 3/22/17

JEC

Stormwater Pollution Prevention Plan
 West Orange Branch

DATE	REVISION
1/20/20	SWPPP Addition

CITY OF WINTER GARDEN – GENERAL NOTES:

- ALL UTILITY SYSTEMS AND IMPROVEMENTS CONSTRUCTED IN THE CITY OF WINTER GARDEN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MANUAL OF STANDARDS AND SPECIFICATIONS FOR UTILITY CONSTRUCTION FOR THE CITY OF WINTER GARDEN. THEY DO NOT CONSTITUTE THE LATEST EDITION AT THE TIME PERMITS ARE APPROVED SHALL BE EFFECTIVE FOR THE DURATION OF THE SUBJECT WORK OR PROJECT DEVELOPMENT.
- THE CITY OF WINTER GARDEN GENERAL NOTES AND DETAILS ARE PROVIDED FOR THE CONVENIENCE OF FIELD PERSONNEL. THEY DO NOT INCLUDE ALL REQUIREMENTS OF THE MSS/CWG. THE CONTRACTOR SHALL REFER TO THE FULL TEXT OF THE MSS/CWG FOR FURTHER DETAIL AND CLARITY WHEN NEEDED.
- ANY REQUEST FOR VARIANCE OR NONCOMPLIANCE FROM THE MSS/CWG NOTED ABOVE MUST BE APPROVED BY THE CITY ENGINEER OR UTILITIES DIRECTOR.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN CLOSE PROXIMITY TO WATER, WASTEWATER, RECLAIMED WATER AND OTHER UTILITY SYSTEMS. THE CONTRACTOR SHALL COORDINATE UTILITY LOCATIONS WITH RESPECTIVE UTILITY OWNERS AND/OR CALL, "SUNSHINE ONE CALL", 1-800-432-4770 A MINIMUM OF 72 HOURS IN ADVANCE.
- CONTRACTOR'S DAMAGE OF WINTER GARDEN UTILITY SYSTEM: THE CONTRACTOR SHALL IMMEDIATELY NOTIFY AND REPORT DAMAGE TO THE CITY OF WINTER GARDEN UTILITY DIVISION, (NO MESSAGE) PHONE # 407-656-4100.
- IMMEDIATELY REPAIR OF DAMAGED UTILITY SYSTEM: THE CONTRACTOR SHALL IMMEDIATELY REPAIR ANY DAMAGE TO THE CITY OF WINTER GARDEN UTILITY SYSTEM AS REQUIRED BY THE UTILITY OWNER AT CONTRACTOR'S COST. IN CASE OF UNRESPONSIVE ACTION BY THE CONTRACTOR, THE CITY RESERVES RIGHT TO REPAIR DAMAGE. THE CONTRACTOR SHALL REIMBURSE THE CITY OF WINTER GARDEN OF ALL REPAIR COST.
- ADVANCE NOTIFICATION OF CONSTRUCTION: THE CONTRACTOR SHALL NOTIFY CITY OF WINTER GARDEN, UTILITY DIVISION, PH.# 407-656-4100, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY.
- ADVANCE NOTIFICATION OF UTILITY CONNECTION: THE CONTRACTOR SHALL NOTIFY THE CITY OF WINTER GARDEN AT LEAST SEVEN CALENDAR DAYS IN ADVANCE TO SCHEDULE CONNECTIONS TO UTILITY SYSTEM.
- UTILITY VALVE OPERATION: ONLY CITY OF WINTER GARDEN UTILITY PERSONNEL SHALL OPERATE VALVES AND FIRE HYDRANTS. THE CONTRACTOR, WHEN NEEDED, SHALL CALL THE CITY TO REQUEST VALVE OPERATIONS AT LEAST TWO (2) DAYS IN ADVANCE OF CONSTRUCTION WORK.
- OPERATIONS INVOLVING WATER OR WASTEWATER FACILITIES INCLUDING PUMPING STATIONS: THE CONTRACTOR SHALL COORDINATE AT LEAST TWO (2) WEEKS IN ADVANCE, ANY CONSTRUCTION OPERATION THAT MAY REQUIRE THE DISCONTINUATION OF SERVICE OR OPERATION OF A FACILITY. THE CITY WILL PROVIDE PERSONNEL TO OPERATE THE CITY FACILITIES.
- REQUIRED TESTING BY CONTRACTOR: THE CONTRACTOR SHALL NOTIFY THE CITY OF WINTER GARDEN AT LEAST TWO (2) DAYS PRIOR TO SAMPLING ACTIVITIES FOR PURPOSE OF TESTING AS REQUIRED BY THE CITY. THE CONTRACTOR SHALL NOT TEST OR SAMPLE WITHOUT OBSERVATION BY CITY INSPECTION PERSONNEL.
- TEMPORARY OR CONSTRUCTION WATER SERVICE CONNECTIONS PROVIDED BY FIRE HYDRANT CONNECTION: THE CITY WILL PROVIDE METER ON FIRE HYDRANT. THE CONTRACTOR SHALL PROVIDE NON-REFUNDABLE ACCOUNT INITIATION FEE, A REFUNDABLE SECURITY DEPOSIT FOR THE METER APPARATUS AND PAY ALL COST FOR WATER USED.
- ALL AS BUILT MEASUREMENTS & ELEVATIONS ARE TO BE MADE BY A LICENSED LAND SURVEYOR.

CoWG WATER SYSTEM NOTES:

- THE CONTRACTOR SHALL PROVIDE AND INSTALL A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT TO THE CITY WATER SYSTEM.
- REPAIRS TO NEW WATER LINES, TO OBTAIN SPECIFIED PRESSURE TEST, WILL BE ALLOWED ONLY UP TO A NUMBER EQUAL TO 10% OF THE TOTAL NUMBER OF JOINT CONNECTIONS.
- THE CONTRACTOR SHALL HYDROSTATICALLY TEST ALL WATER MAINS AND SERVICE LATERALS AT 150 PSI FOR A TWO HOUR PERIOD. TESTING MUST BE OBSERVED BY A CITY INSPECTOR.
- THE CONTRACTOR SHALL INSTALL WARNING TAPE OVER ALL NEW WATER MAINS. WARNING TAPE SHALL BE AS FOLLOWS: NON-DETECTABLE, SIZE 2" WITH "WATER LINE BELOW", MUST BE PLACED 8" TO 12" BELOW FINISHED GRADE. ON ALL PVC WATER MAINS, LATERALS AND HEADER TEES, NUMBER TO GAUGE TRACER WIRE SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH DUCT TAPE, AT LEAST FIVE TIMES PER JOINT. THE TRACER WIRE SHALL ALSO BE ATTACHED TO ALL PVC LATERALS AND ATTACHED TO THE OUTSIDE OF EACH VALVE BOX SO THAT A PIPE LOCATOR CAN BE CONNECTED TO IT.
- THE CONTRACTOR SHALL INSTALL WATER MAINS PER MSS/CWG SPECIFICATIONS. SOLVENT CEMENTED JOINTS AND THRUST BLOCKS ON PIPING SYSTEMS SHALL NOT BE ALLOWED.
- THE CONTRACTOR SHALL INSTALL ALL WATER MAINS TO A MINIMUM DEPTH OF 36 INCHES AND A MAXIMUM DEPTH OF 42 INCHES BELOW FINAL GRADE.
- THE CONTRACTOR SHALL INSTALL ALL SERVICE LATERALS A UNIFORM DISTANCE APART, LOCATED ON PROPERTY LOT LINE AT 90° FROM THE WATER MAIN. SERVICE LATERALS SHALL BE SEPARATELY CONNECTED TO THE WATER MAIN, NOT SPLICED TOGETHER.
- THE CONTRACTOR SHALL CUT A "W" INTO CONCRETE CURB, LOCATED INSIDE OF A PAINTED BLUE SQUARE, LOCATED DIRECTLY IN FRONT OF EACH SERVICE LATERAL.
- THE CONTRACTOR SHALL INSTALL CURB STOP, IN METER BOX, CURB STOP SHALL BE SET 8" BELOW FINISHED GRADE.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL IN-LINE VALVES ON WATER MAINS AT 1,000 FOOT MAXIMUM SPACING BETWEEN VALVES. VALVES SHALL BE LOCATED ON ALL TEES AND CROSSES. WATER MAINS SHALL BE PLACED UNDER SIDEWALKS WHERE POSSIBLE.
- ALL WATERMANS SHALL BE CLEANED BY PIGGING THE LINE WITH A FOAM PIG (MINIMUM OF 2 TIMES). A FULL BORE FLUSH MAY BE REQUIRED AFTER PIGGING TO ENSURE THE PIPE IS CLEAN AND READY FOR SERVICE. THE CONTRACTOR SHALL COORDINATE LINE PIGGING AND FULL BORE FLUSH WITH THE CITY INSPECTOR.
- THE CONTRACTOR SHALL DEMONSTRATE THAT LOCATION WIRE INSTALLED OVER ALL WATER MAINS IS IN WORKING CONDITION AT TIME OF ACCEPTANCE BY THE CITY.
- ALL NEW SUBDIVISION CONSTRUCTION SHALL INSTALL DOUBLE POTABLE WATER SERVICES AT THE PROPERTY LINES.

CoWG – WASTEWATER SYSTEM NOTES:

- SANITARY SEWER MAINS AND SERVICES SHALL BE PVC SDR-26 (MINIMUM), FITTINGS SHALL BE SDR-26. DUCTILE IRON IS NOT APPROVED FOR SANITARY SEWERS.
- ALL SERVICES SHALL BE 6" (MINIMUM) DIAMETER AND TERMINATE AT THE PROPERTY LINE WITH 6" CLEAN OUT, (36" TO 48" DEEP AT LOT LINE)
- MAGNETIC TAPE MUST BE PLACED 2" ABOVE THE TOP OF PIPE FOR THE ENTIRE LENGTH OF ALL MAINS AND SERVICES.
- ALL SANITARY MANHOLES SHALL BE PAINTED INSIDE AND OUT WITH "BITUMASTIC SUPER SERVICE BLACK", BY KOPPERS OR APPROVED EQUAL. MANHOLES RECEIVING FLOW FROM FORCE MAINS SHALL BE LINED WITH FIBERGLASS OR HOPE AT THE PRECASTERS FACILITY.
- ALL PIPE CONNECTIONS TO PRE-CAST MANHOLES SHALL BE MADE USING A FLEXIBLE EPDM RUBBER BOOT AND STAINLESS STEEL STRAP OR CAST IN BOOT BY A-LOK, Z-LOK OR EQUAL.
- CONNECTIONS MADE TO EXISTING MANHOLES SHALL BE CORE BORED WITH A MINIMUM 6" BORE AND CONNECTION SEALED WITH FLEXIBLE BOOT AND STAINLESS STEEL CLAMP.
- DEAD END MANHOLES SHALL HAVE A MINIMUM OF 5 FEET OF COVER FROM FINISHED GRADE TO OUTLET PIPE INVERT.
- ALL PRECAST SEWER MANHOLES SHALL HAVE A 4 FOOT MINIMUM HIGH BARREL CONE SECTIONS SHALL BE 3 FOOT MAXIMUM. CONCRETE DONUTS FOR EXTENDING ARE ACCEPTABLE TO RAISE MANHOLES UP TO 1 FOOT MAXIMUM.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL BALLCENTRIC PLUG VALVES IN FORCE MAINS AT 1000 FOOT MAXIMUM SPACING BETWEEN VALVES. VALVES SHALL BE LOCATED AT ALL TEES AND CROSSES.
- THE CONTRACTOR SHALL CUT A "S" INTO CONCRETE CURB LOCATED INSIDE OF A PAINTED GREEN SQUARE BOX, IN FRONT OF EACH SERVICE LOCATION.
- THE CONTRACTOR SHALL PROVIDE TV INSPECTION OF ALL SANITARY SEWER MAINS AFTER SYSTEM IS COMPLETED, THOROUGHLY CLEANED, DRAINED AND FULLY VISIBLE. TV INSPECTION SHALL BE PERFORMED IN ACCORDANCE WITH SPECIFICATIONS. FAULTY INSPECTION DUE TO POOR CONDITIONS WILL REQUIRE REINSPECTION BY CONTRACTOR.
- THE CONTRACTOR SHALL PROVIDE A (WARRANTY) TV INSPECTION AT THE TWO YEAR IN SERVICE MILESTONE FOR EACH SYSTEM.
- THE CONTRACTOR SHALL PROVIDE SANITARY SEWER TESTING, EXFILTRATION OR AIR, AS REQUIRED BY DESIGN ENGINEER AND SUBMIT CERTIFIED RESULTS TO THE CITY ENGINEER.
- GRAVITY SEWERS DEPTHS SHALL NOT EXCEED 18 FEET.
- THE DESIGN ENGINEER SHALL PROVIDE A MINIMUM OF ONE FOOT OF FREEBOARD BETWEEN THE LOWEST FINISHED FLOOR ELEVATION AND THE TOP ELEVATION OF THE WET WELL.
- ALL PENETRATIONS INTO CONCRETE STRUCTURES SHALL BE PRE-CAST OR CORE-DRILLED.
- WARRANTY – ALL MATERIALS & EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR SHALL BE WARRANTED FOR A PERIOD OF TWO YEARS FROM THE DATE OF FINAL ACCEPTANCE THEREOF AGAINST DEFECTIVE MATERIALS, DESIGN, AND WORKMANSHIP. UPON RECEIPT OF NOTICE FROM THE CITY OF FAILURE OF ANY PART OF THE WARRANTED EQUIPMENT OR MATERIALS DURING THE WARRANTY PERIOD, THE AFFECTED PART, PARTS, OR MATERIALS SHALL BE PROMPTLY REPLACED BY THE CONTRACTOR WITH NEW PARTS OR MATERIALS AT NO EXPENSE TO THE CITY. IN THE EVENT THE CONTRACTOR FAILS TO MAKE THE NECESSARY REPLACEMENT OR REPAIRS IMMEDIATELY AFTER NOTIFICATION, THE CITY MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR.

CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF SEWER LINES

GENERAL:

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

REQUIREMENTS PRIOR TO INSPECTION RELEASE:

- ALL ELEMENTS OF THE SEWER SYSTEM MUST BE INSTALLED AND BE COMPLETELY FINISHED, INCLUDING MAIN SEWER LINES, LATERALS, CLEAN OUTS, AND MANHOLES PRIOR TO CCTV INSPECTION.
- ALL SEWER LINES SHALL BE COMPLETELY CLEANED OF ALL DEBRIS, SAND, WATER, ETC. PRIOR TO THE CCTV INSPECTION. ANY OBJECT OR MATTER THAT PREVENTS CCTV INSPECTION FROM VIEWING CONDITION OF PIPELINE IS CONSIDERED AN OBSTRUCTION REQUIRING ADDITIONAL CLEANING. WHEN CCTV VIEW IS OBSTRUCTED, INSPECTION SHALL BE TERMINATED. THE CONTRACTOR SHALL CLEAN THE SEWER SYSTEM COMPLETELY AND RESCHEDULE CCTV RE-INSPECTION WITH THE CITY.
- A HYDRAULIC SEWER CLEANER SHALL NOT BE USED DURING THE CCTV INSPECTION. IF LINES ARE FOUND TO BE OBTURED BY WATER OR DEBRIS DURING THE CCTV INSPECTION, THE INSPECTION SHALL BE TERMINATED AND RESCHEDULED TO A TIME WHEN SEWER CLEANING IS COMPLETE.
- WHEN A SEWER LINE IS UNDER A PAVED AREA, THE AREA SHALL BE COMPACTED AND PRIMED BEFORE THE SYSTEM SHALL BE RELEASED FOR TV INSPECTION.

TELEVISION EQUIPMENT MINIMUM REQUIREMENTS:

- THE CLOSED CIRCUIT TV CAMERA SHALL PRODUCE A CLEAR COLOR PICTURE ON THE MONITOR AND ON THE DVD RECORDING. THE CAMERA SHALL BE ABLE TO SHOW DETAIL TO THE POINT THAT ALL JOINTS AND ANY DEFECTS MAY BE READILY SEEN AT THE TIME OF THE INSPECTION. THE CAMERA SHALL STOP AND PAN AT EACH JOINT FOR COMPLETE 360 DEGREE INSPECTION.
- REFER TO APPENDIX B OF THE REFERENCED STANDARDS FOR SPECIFICATION OF CLOSED CIRCUIT TELEVISION INSPECTION EQUIPMENT.
- THE VIDEO RECORDER SHALL PRODUCE A NO NOISE STILL PICTURE, AND PROVIDE BOTH AUDIO AND VIDEO DURING THE INSPECTION.
- A MEASURING DEVICE, APPROVED BY THE CITY, TO CHECK THE GRADE OF THE PIPE DURING THE INSPECTION, SHALL BE REQUIRED. GAUGE DEPTH, 0" TO 2" MIN. WITH 1/2" MARKINGS.
- AUDIO OF THE INSPECTION SHALL BE SIMULTANEOUSLY RECORDED ON DVD DISC. THE AUDIO SHALL CONSIST OF ORDINARY DESCRIPTION AND COMMENTARY. A TAPE WILL BE GIVEN TO THE INSPECTOR ON SITE AT THE END OF THE DAY.

PROCEDURE FOR TELEVISION

- THE CITY'S ENGINEERING INSPECTION DIVISION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS NOTICE PRIOR TO THE TIME PLANNED FOR THE TV INSPECTION TO COMMENCE, A DEFINITE TIME AND DATE WILL BE AGREED UPON BY THE CONTRACTOR AND INSPECTOR AT THAT TIME.
- NO INSPECTION SHALL COMMENCE WITHOUT THE PRESENCE OF THE INSPECTOR, EXCEPT WHEN PRIOR ARRANGEMENTS HAVE BEEN MADE BETWEEN THE CONTRACTOR, INSPECTOR, AND THE CITY. TV INSPECTION SHALL BE PERFORMED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR.
- ALL CCTV INSPECTIONS SHALL COMMENCE UP STREAM OF THE SYSTEM TO PREVENT FOREIGN SUBSTANCES FROM ENTERING A SECTION PREVIOUSLY TELEVIEWED. THE CAMERA SHALL BE STARTED FROM THE DOWNSTREAM MANHOLE AND PROCEED UPSTREAM IN DIRECTION OPPOSING THE NORMAL FLOW IN THE LINE. THIS PROCEDURE WILL ALLOW FOR THE VIEWING OF THE SERVICE LATERALS.
- BEFORE THE CAMERA IS PLACED IN THE SEWER LINE, WATER WITH YELLOW OR ORANGE DYE SHALL BE PUT INTO THE UPSTREAM MANHOLE OF THE SECTION BEING TELEVIEWED. CAMERA WILL HAVE A GAUGE SHOWING 1/2" MARKS FROM 1/2" TO 2-1/2". THIS WILL ENABLE THE CAMERA TO DETECT ANY CHANGES IN GRADE THAT MAY BE PRESENT IN THE SYSTEM.
- THE CCTV AND DVD RECORDER SHALL BE TURNED ON BEFORE THE CAMERA IS PLACED IN THE MANHOLE FOR INSPECTION AND SHALL NOT BE TURNED OFF UNTIL THE CAMERA IS REMOVED FROM THE MANHOLE. THE CAMERA SHALL BE MOVED THROUGH THE LINE UNDER THE CONTROL OF THE CCTV CAMERA OPERATOR. THE CAMERA SHALL BE DRAWN THROUGH THE LINE AT A RATE NOT TO EXCEED THIRTY (30) FEET PER MINUTE AND SHALL STOP AT ALL SERVICE CONNECTIONS AND PIPE JOINTS IN THE PIPELINE.
- A DVD RECORDING SHALL BE MADE OF THE ENTIRE SYSTEM BEING TELEVIEWED. THIS SHALL BECOME THE PROPERTY OF THE CITY UPON COMPLETION OF THE TV INSPECTION (NOT A COPY). THE TAPE(S) SHALL BE LABELED IN SUCH A MANNER THAT STATES THE PROJECT NAME, DATE OF INSPECTION AND LINE SECTION ACCORDING TO CONSTRUCTION PLANS CONTAINED ON EACH TAPE. A WRITTEN REPORT SHALL ACCOMPANY THE DVD DISC.

CoWG RECLAIMED WATER SYSTEM GENERAL NOTES:

- ALL PRIVATE RECLAIMED WATER SYSTEMS SHALL HAVE A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT TO THE CITY WATER SYSTEM.
- REPAIRS TO NEW WATER LINES, TO OBTAIN SPECIFIED PRESSURE TEST, WILL BE ALLOWED ONLY UP TO A NUMBER EQUAL TO 10% OF THE TOTAL NUMBER OF JOINT CONNECTIONS.
- ALL MAINS AND SERVICE LATERALS SHALL BE HYDROSTATICALLY TESTED AT 150 PSI FOR A TWO HOUR PERIOD.
- WARNING TAPE, NON-DETECTABLE, SIZE 2" WITH "REUSE WATER LINE BELOW", MUST BE PLACED 8" TO 12" BELOW FINISHED GRADE ON ALL PVC WATER MAINS, LATERALS AND HEADER TEES, NUMBER TO GAUGE TRACER WIRE SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH DUCT TAPE, AT LEAST FIVE TIMES PER JOINT. THE TRACER WIRE SHALL ALSO BE ATTACHED TO ALL PVC LATERALS AND ATTACHED TO THE OUTSIDE OF EACH VALVE BOX SO THAT A PIPE LOCATOR CAN BE CONNECTED TO IT. THE CONTRACTOR SHALL DEMONSTRATE THE LOCATE WIRE TO BE IN WORKING CONDITION AT PROJECT COMPLETION.
- THE CONTRACTOR SHALL INSTALL RECLAIMED WATER MAINS PER MSS/CWG. SOLVENT CEMENTED JOINTS AND THRUST BLOCKS SHALL NOT BE ALLOWED.
- REUSE WATER MAIN SHALL BE BURIED TO A MINIMUM DEPTH OF 36" AND A MAXIMUM DEPTH 42" BELOW FINAL GRADE.
- SERVICE LATERALS MUST BE LOCATED A UNIFORM DISTANCE APART AND ALIGNED TO PROPERTY LOT LINE AT 90° FROM THE RECLAIMED WATERMAIN.
- CUSTOMER SERVICE LATERALS SHALL NOT BE SPLICED TOGETHER BETWEEN THE WATER MAIN AND CURB STOP.
- THE CONTRACTOR SHALL CUT CURB A "RW" INTO CONCRETE CURB LOCATED INSIDE OF A PAINTED SQUARE (PURPLE), DIRECTLY IN FRONT OF EACH SERVICE LATERAL AND VALVE.
- THE CONTRACTOR SHALL SET DEPTH OF CURB STOP, IN METER BOX, 8" BELOW FINISHED GRADE.
- THE CONTRACTOR SHALL INSTALL VALVE(S) IN MAIN, NO MORE THAN 1,000 FEET APART IN BETWEEN TEES AND CROSSES. VALVES SHALL BE PROVIDED AT EACH TEE OR CROSS LOCATED IN MAIN LINE.
- RECLAIMED WATER MAINS MAY BE LOCATED UNDER SIDEWALKS. RECLAIMED MAINS LOCATED UNDER PAVEMENT SHOULD BE MINIMIZED.
- ALL WATERMANS SHALL BE CLEANED BY PIGGING THE LINE WITH A FOAM PIG (MINIMUM OF 2 TIMES). A FULL BORE FLUSH MAY BE REQUIRED AFTER PIGGING TO ENSURE THE PIPE IS CLEAN AND READY FOR SERVICE. THE CONTRACTOR SHALL COORDINATE LINE PIGGING AND FULL BORE FLUSH WITH THE CITY INSPECTOR.
- RECLAIMED WATERMAIN MAINS SHALL BE 8 INCH DIAMETER MINIMUM, 4 INCH IS ALLOWED ON DEAD END RUNS SERVING LESS THAN 20 HOMES. THE DESIGN ENGINEER SHALL SUBMIT HYDRAULIC CALCULATIONS THAT DEMONSTRATE THE PROPOSED SYSTEM WILL PROVIDE REQUIRED FLOWS AND MAINTAIN SYSTEM ABOVE MINIMUM PRESSURE. PEAK IRRIGATION RATE SHALL BE SIX(6) TIMES GREATER THAN THE AVERAGE IRRIGATION RATE OF FLOW.
- RECLAIMED WATER SYSTEM COMPONENTS INCLUDING PIPE, VALVE BOX TOPS AND METER BOX TOPS SHALL BE RECLAIMED PURPLE IN COLOR.

CoWG – THRUST RESTRAINT TABLE

RESTRAINED FORCE MAIN PIPE TABLE										
MINIMUM LENGTH(FEET) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)	PIPE SIZE									
	6"	8"	10"	12"	16"	20"	24"	30"	36"	
90° BEND	19	25	30	34	44	52	60	70	80	
45° BEND	8	10	12	14	18	21	25	30	34	
22-1/2° BEND	4	5	6	7	9	10	12	14	16	
11-1/4° BEND	2	3	4	5	6	7	8	9	10	
PLUG, DEAD END OR BRANCH OF TEE	40	52	63	72	93	111	130	155	178	
VALVE	20	25	32	36	47	56	78	116	89	

RESTRAINED WATER AND RECLAIMED PIPE TABLE										
MINIMUM LENGTH(FEET) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)	PIPE SIZE									
	6"	8"	10"	12"	16"	20"	24"	30"	36"	
90° BEND	29	37	44	51	65	77	89	105	120	
45° BEND	12	15	18	21	27	32	37	44	50	
22-1/2° BEND	6	7	8	10	13	16	18	21	24	
11-1/4° BEND	3	4	5	6	7	8	9	10	12	
PLUG, DEAD END OR BRANCH OF TEE	59	77	93	108	138	166	194	231	265	
VALVE	59	77	93	108	138	166	194	231	265	

CoWG THRUST RESTRAINT NOTES:

- THE TABLES INDICATE MINIMUM LENGTHS OF RESTRAINED JOINTS ON EACH SIDE OF FITTINGS AND CHANGES IN DIRECTION. WHERE PRACTICAL, FULL LENGTHS OF RESTRAINED PIPE SHALL BE LAID TO ACHIEVE THE REQUIRED MINIMUM RESTRAINTS.
- WHERE COMBINATIONS OF FITTINGS ARE USED, THE PIPING BETWEEN THE FITTINGS SHALL BE RESTRAINED. THE MINIMUM RESTRAINED LENGTH OF PIPE REQUIRED UPSTREAM AND DOWNSTREAM OF THE COMBINATION OF FITTINGS SHALL BE DETERMINED ON THE BASIS OF ONE EQUIVALENT FITTING (I.E., 2-45 DEGREE BENDS WILL BE CONSIDERED AS THOUGH A 90° BEND WERE LOCATED MIDWAY BETWEEN THE TWO 45° BENDS).
- FOR PIPE THAT IS ENCASED IN POLYETHYLENE, RESTRAINED JOINTS MINIMUM LENGTHS SHALL BE INCREASED BY 50 PERCENT.
- FOR FITTINGS OTHER THAN THOSE PRESENTED IN THE ABOVE TABLES, RESTRAINED JOINT LENGTHS SHALL BE DETERMINED IN ACCORDANCE WITH "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" BY THE DUCTILE IRON PIPE RESEARCH ASSOCIATION. RESTRAINED JOINT LENGTHS FOR A GIVEN PRESSURE RANGE SHALL BE BASED ON THE MAXIMUM PRESSURE FOR THE TEST PRESSURE RANGE, SM (SAND SILT) SOIL, 3- FEET DEPTH, LAYING CONDITION NO. 3 AND FACTOR OF SAFETY OF 1.5.
- IN-LINE VALVES: PROVIDE MECHANICAL RESTRAINT ON EACH SIDE OF THE VALVE.
- ALL RECLAIMED WATER PIPING SHALL BE HYDROSTATICALLY TESTED AT A PRESSURE OF 150 PSI. ALL WASTEWATER PIPING SHALL BE HYDROSTATICALLY TESTED AT A PRESSURE OF 100 PSI.

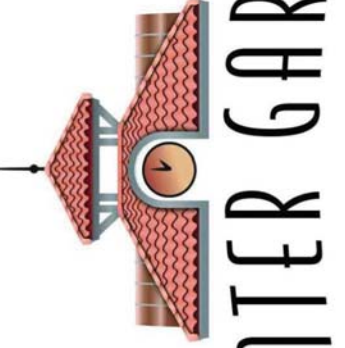
HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS											
PROPOSED UTILITY	POTABLE WATER		RECLAIMED WATER		SANITARY SEWER (GRAVITY)		SANITARY SEWER (FORCEMAIN)		STORM WATER		ACCEPTABLE VARIANCES
	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	
POTABLE WATER	-	-	3'	12"	6'	12"	6'	12"	3'	-	6" A 12" B
RECLAIMED WATER	3'	12"	-	-	3'	12"	6" A 12" B	-	-	-	SEE GENERAL NOTES, NO. 4 & 5
SANITARY SEWER (GRAVITY)	6'	12"	3'	12"	-	-	-	-	-	-	-
SANITARY SEWER (FORCEMAIN)	6'	12"	3'	12"	-	-	-	-	-	-	-

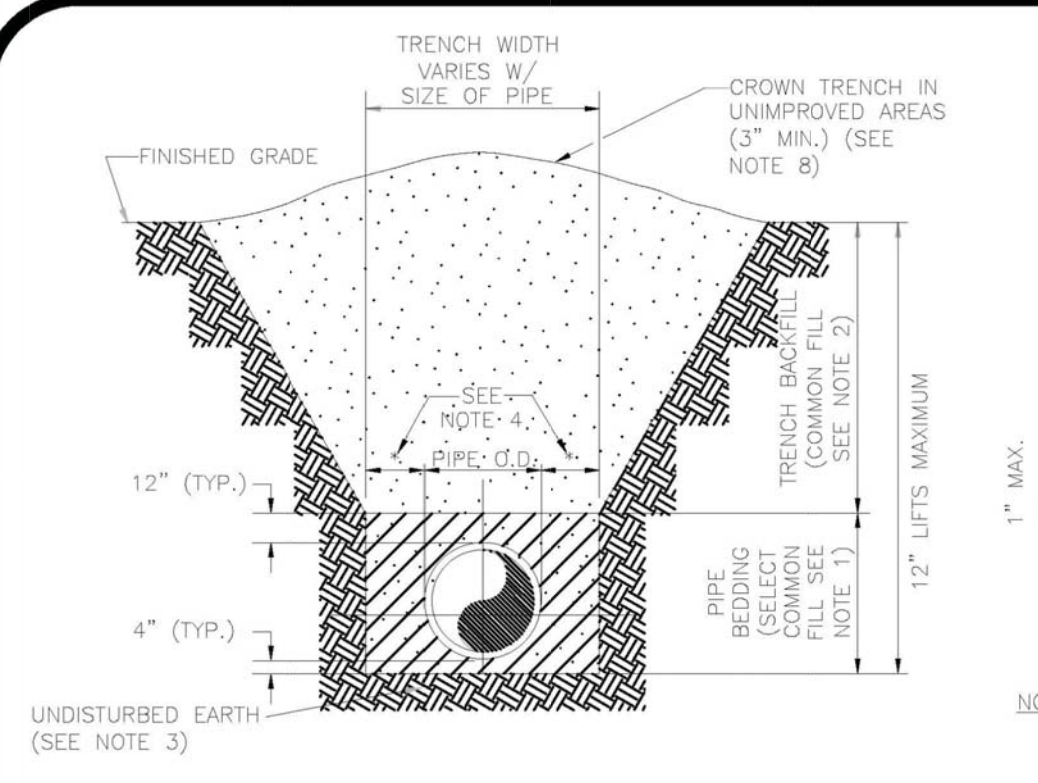
GENERAL NOTES:

- THE TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN F.D.E.P. RULES OF THE FLORIDA ADMINISTRATION CODE (F.A.C.). THESE SEPARATION REQUIREMENTS SHALL APPLY BETWEEN NEWLY PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES.
- FOR THE PURPOSE OF THIS TABLE, RECLAIMED WATER SHALL MEAN UNRESTRICTED PUBLIC ACCESS REUSE WATER AS DEFINED BY F.A.C. 162-610, CHAPTER III. OTHER TYPES OF RECLAIMED WATER ARE CONSIDERED RAW SEWAGE AND SEPARATIONS LISTED FOR SANITARY SEWERS SHALL APPLY.
- ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE UNLESS OTHERWISE SPECIFIED. CRITERION PRODUCING GREATER CLEARANCE SHALL BE USED.
 - A - DENOTES POTABLE WATER ABOVE RECLAIMED WATER, SANITARY SEWER OR STORM WATER; OR RECLAIMED WATER ABOVE SANITARY SEWER.
 - B - DENOTES POTABLE WATER BELOW RECLAIMED WATER, SANITARY SEWER OR STORM WATER; OR RECLAIMED WATER BELOW SANITARY SEWER.
- UTILITY SEPARATION – VERTICAL CLEARANCE MITIGATION
 - A. WHERE WATER AND GRAVITY SANITARY SEWER MAINS CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE OR THE SEWER MAIN IS ABOVE THE WATER MAIN, THE SANITARY SEWER WILL BE 20 FEET OF EITHER:
 - DUCTILE IRON PIPE, CENTERED ON THE POINT OF CROSSING, OR;
 - CONCRETE ENCASED VITRIFIED CLAY, OR;
 - PVC PIPE UPGRADED TO WATER MAIN STANDARDS AND PRESSURE TESTED.
 - B. WHERE WATER MAINS AND STORM SEWER PIPES CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE, THE WATER MAIN SHALL BE 20 FEET OF DUCTILE IRON PIPE CENTERED ON THE POINT OF CROSSING.
 - C. SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.
- UTILITY SEPARATION – HORIZONTAL SEPARATION MITIGATION
 - A. WHEN A WATER MAIN PARALLELS A GRAVITY SANITARY SEWER MAIN, A SEPARATION (MEASURED EDGE TO EDGE) OF AT LEAST SIX FEET SHOULD BE MAINTAINED, WHERE THIS SEPARATION IS NOT MET, ONE OF THE FOLLOWING MUST OCCUR:
 - THE WATER MAIN IS LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER, OR;
 - IF BOTH SANITARY SEWER AND POTABLE WATER MAINS ARE PROPOSED AND THE ABOVE (1.) IS NOT MET, THE SANITARY SEWER PIPES SHALL BE UPGRADED TO THE EQUIVALENT PIPE MATERIAL AS THE WATER MAIN AND PRESSURE TESTED.
 - IF THE SANITARY SEWER IS EXISTING AND THE POTABLE WATER MAIN IS PROPOSED, THE WATER MAIN SHALL, AT A MINIMUM, BE UPGRADED TO DUCTILE IRON PIPE, CONSTRUCTED IN SEPARATE TRENCHES, LAID AT A HIGHER ELEVATION THAN THE SANITARY SEWER, AND UTILIZE STAGGERED JOINTS.
 - B. SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.
 - NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY OR STORM WATER MANHOLE OR STRUCTURE.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

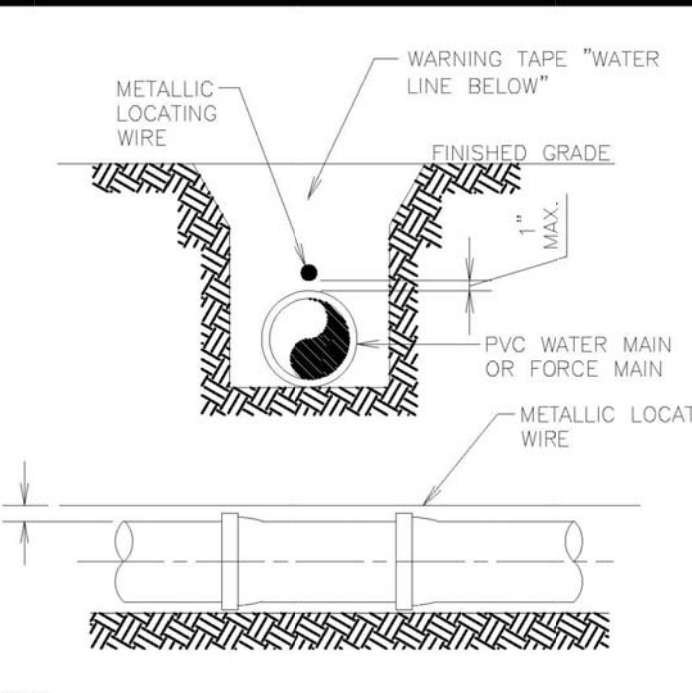
THE DETAILS, NOTES AND SPECIFICATIONS SHOWN ON THIS SHEET REPRESENT THE NOTED STANDARDS OF THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF PUBLIC WORKS AND UTILITY INFRASTRUCTURE. BY INCLUDING THE STANDARDS, THE DESIGN ENGINEER HAS ACKNOWLEDGED THAT THEY ARE EFFECTIVE TO THE PROJECT AND THAT DETAILS, NOTES,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

DATE	4/4/14
ITEM	General Notes
NO.	1 Revised General Notes
	2 Revised Water & Reuse Notes
	
CITY OF WINTER GARDEN, FLORIDA STANDARDS AND SPECIFICATIONS For Utilities Construction	
DATE	JANUARY 2008
SHEET	1
1 OF 11	



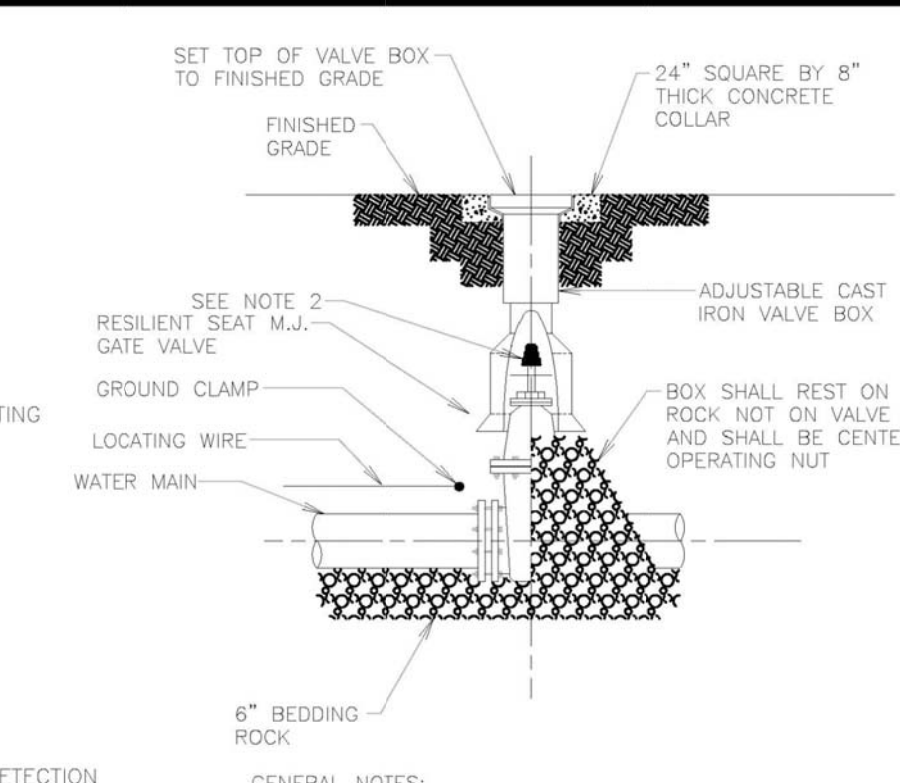
- NOTES:**
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
 2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
 3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING MAY BE REQUIRED AS DIRECTED BY THE CITY OF WINTER GARDEN.
 4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" LARGER.
 5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 7. REFER TO SECTION 32.5 OF THE CITY OF WINTER GARDEN MANUAL OF STANDARDS AND SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION FOR SHEETING AND BRACING IN EXCAVATIONS.
 8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY OF WINTER GARDEN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

STANDARD BEDDING DETAIL
N.T.S.



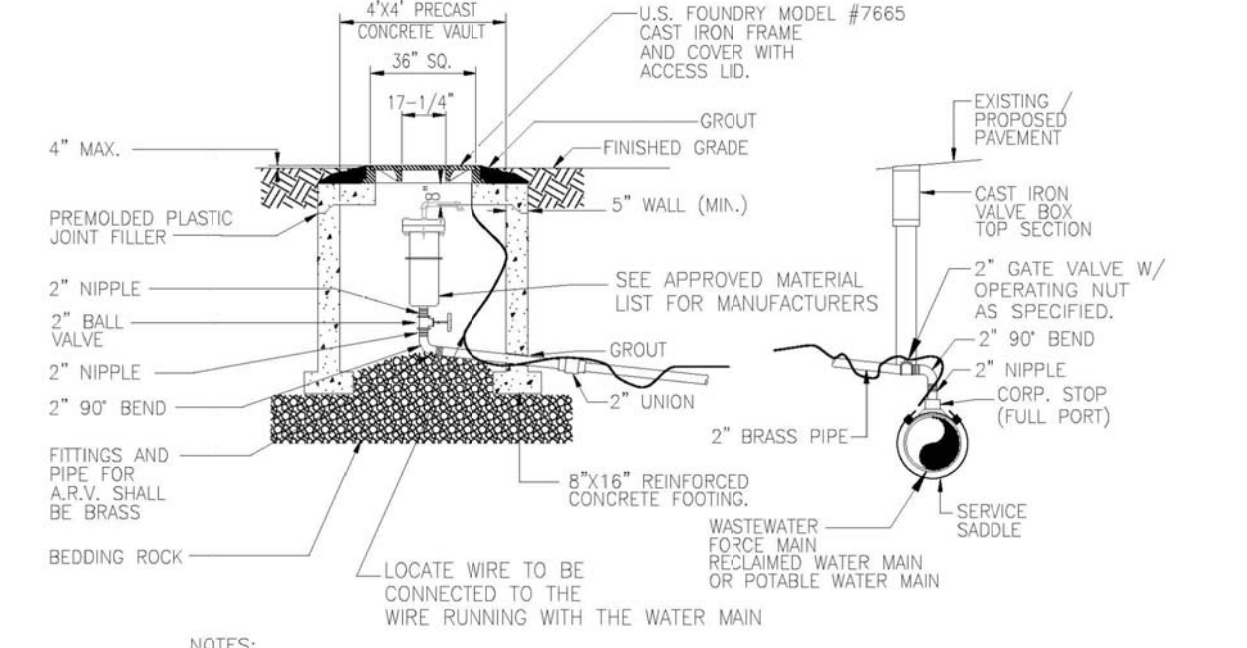
- NOTES:**
1. PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (10 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE ATTACHED TO THE TOP OF PIPE WITH DUCT TAPE, AT LEAST 5 TIMES PER JOINT.
 2. LOCATING ROD SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING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

PVC PIPE LOCATING WIRE DETAIL
N.T.S.



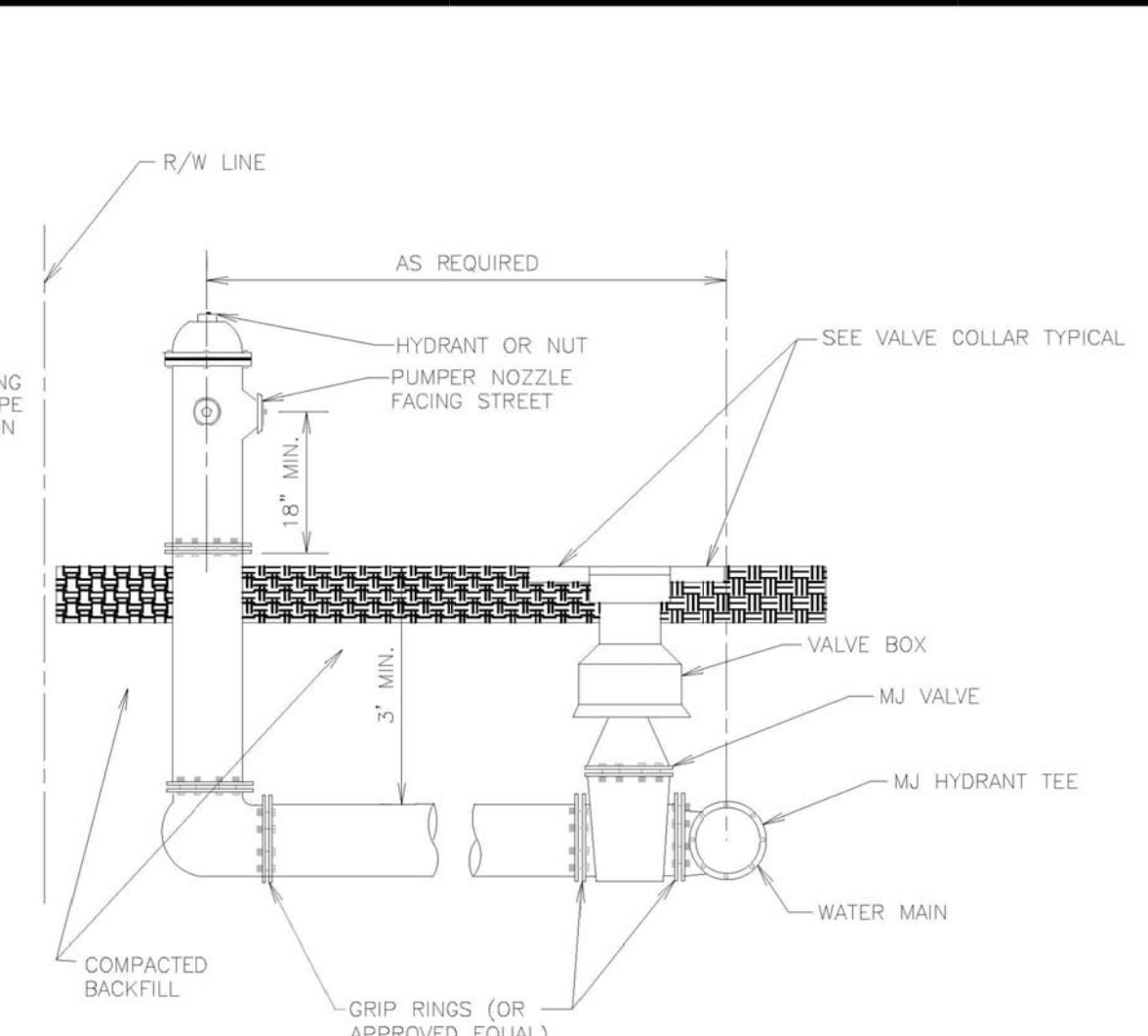
- GENERAL NOTES:**
1. PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
 2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

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

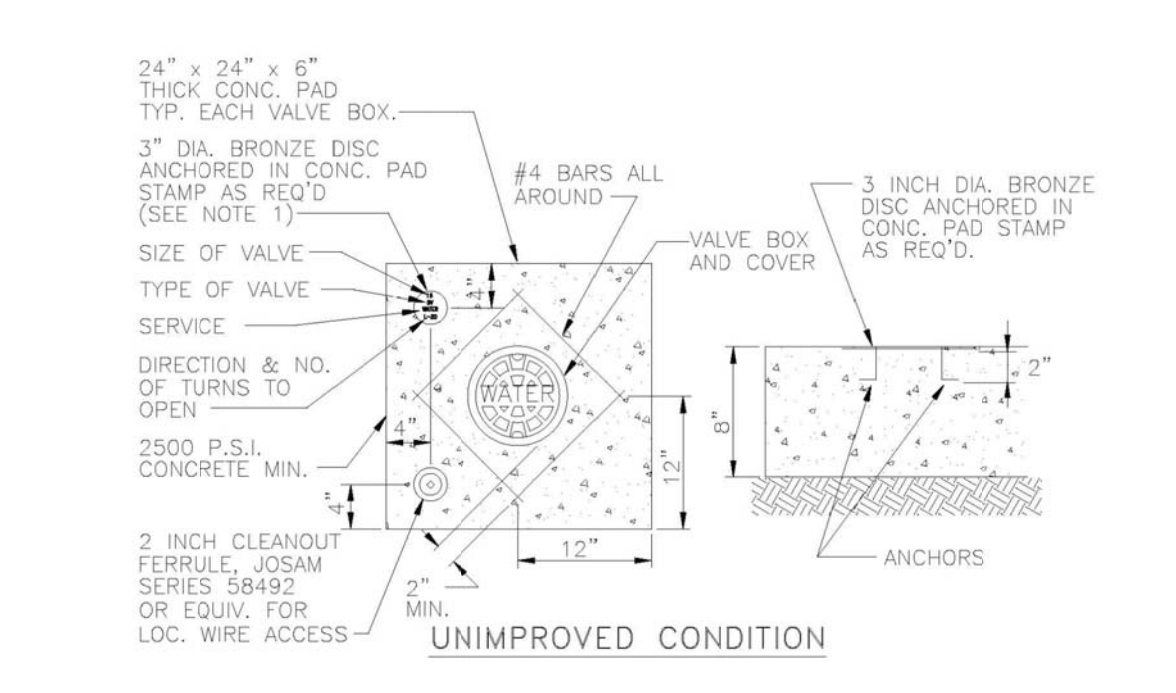


- NOTES:**
1. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
 2. DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
 3. PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.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

OFFSET TYPE AIR RELEASE VALVE ASSEMBLY
N.T.S.

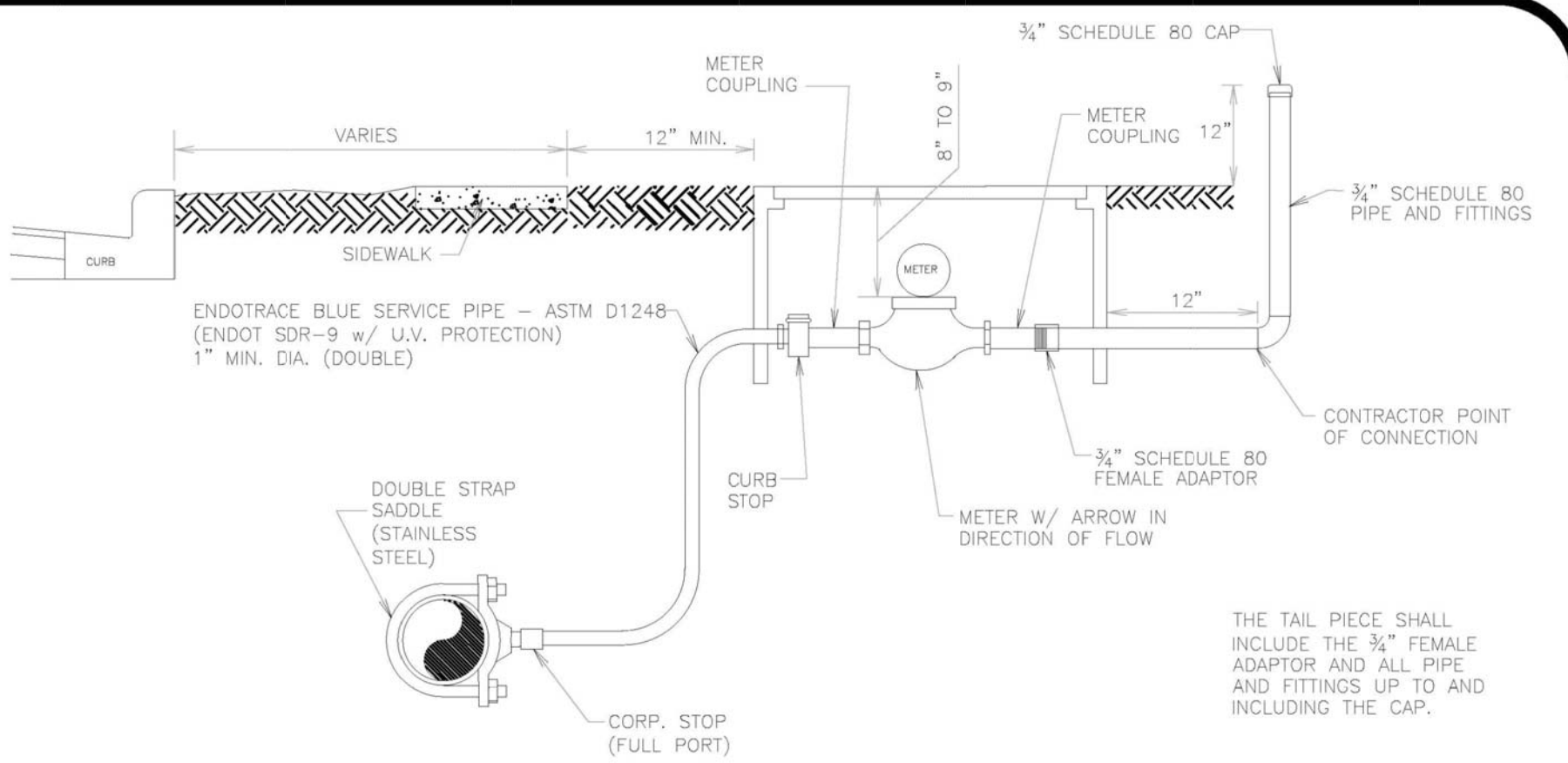


FIRE HYDRANT ASSEMBLY DETAIL
N.T.S.

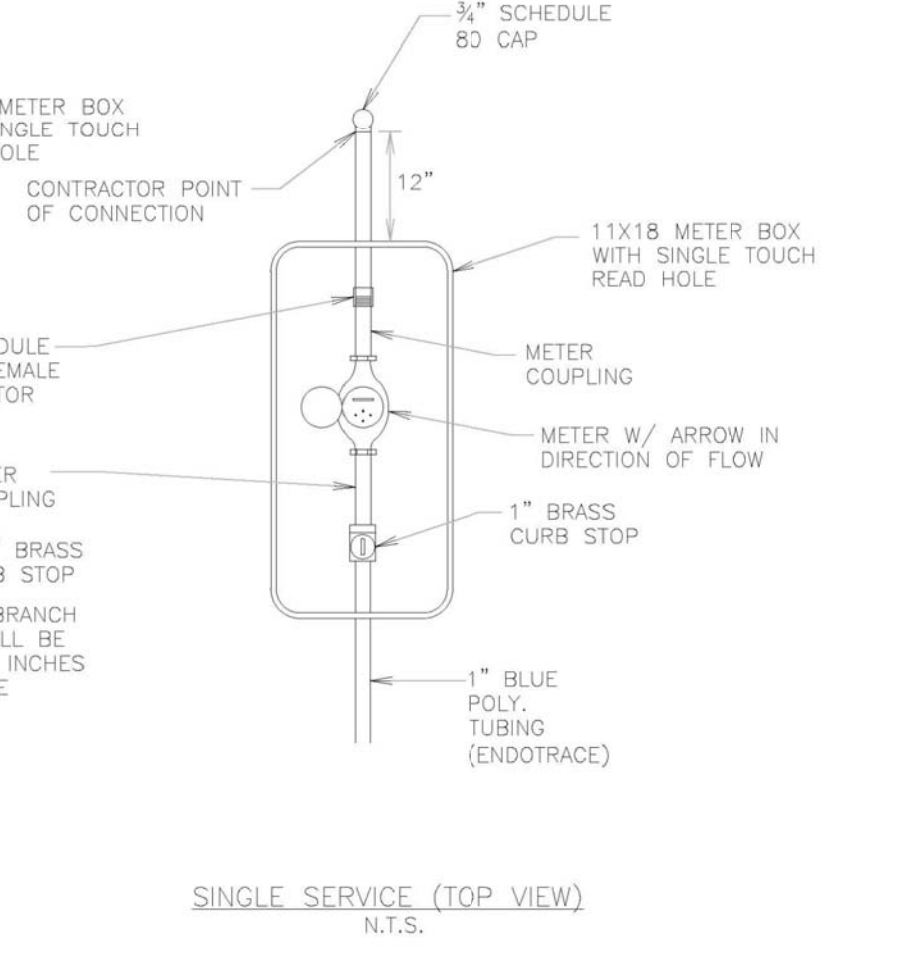


- NOTES:**
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES.

VALVE BOX COLLAR
N.T.S.



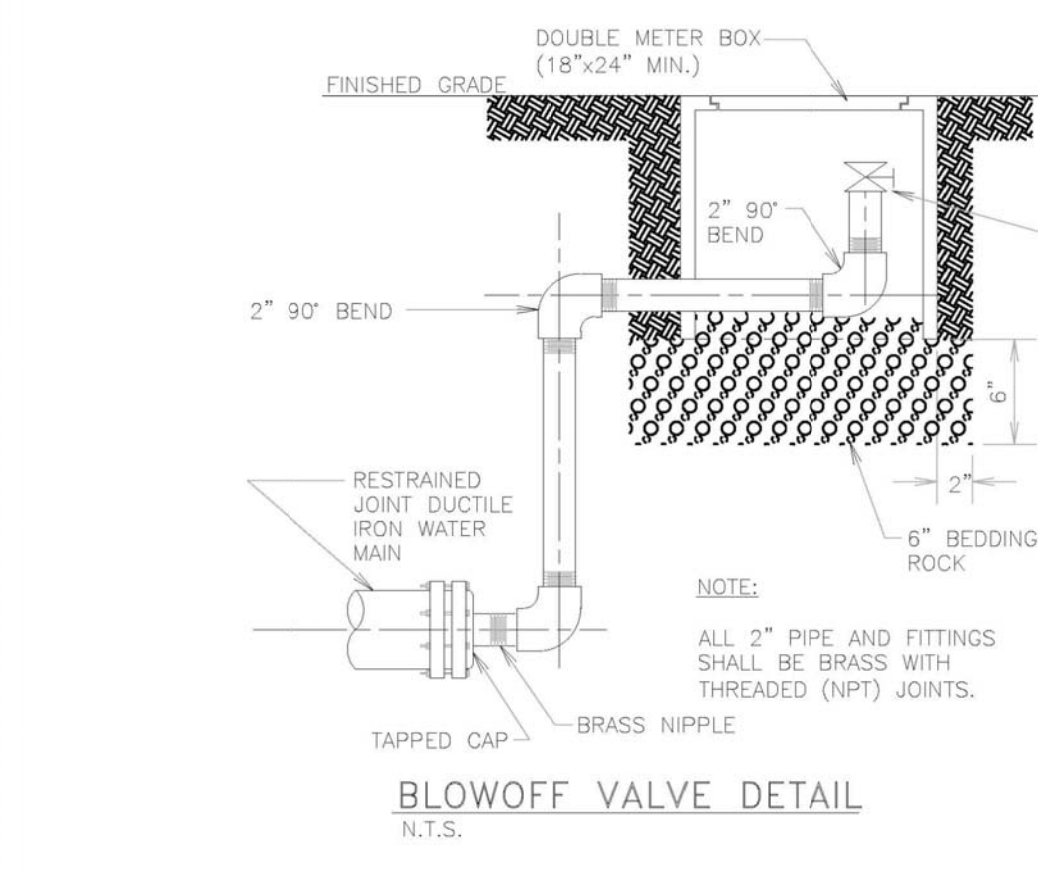
DOUBLE SERVICE (TOP VIEW)
N.T.S.



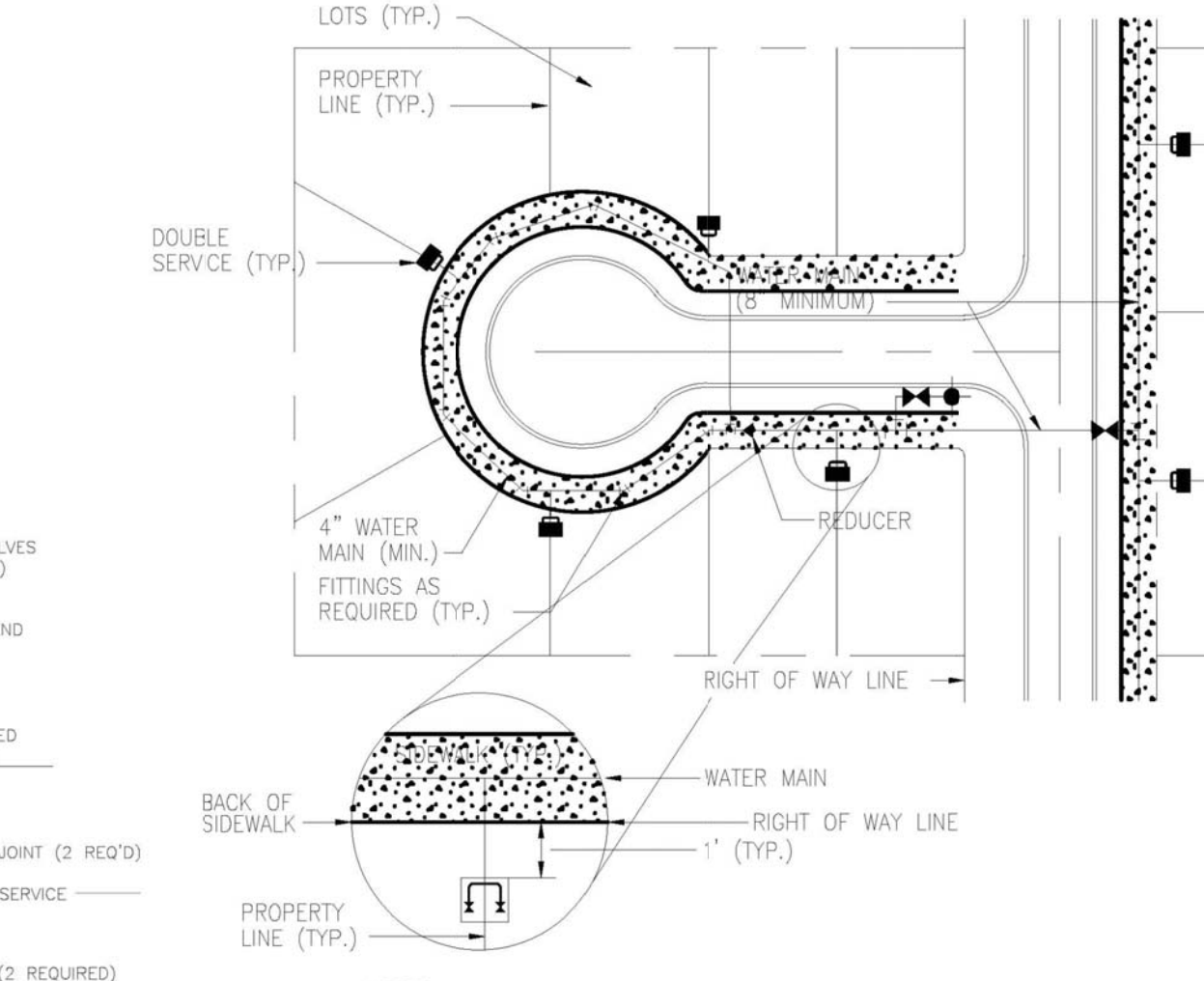
SINGLE SERVICE (TOP VIEW)
N.T.S.

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

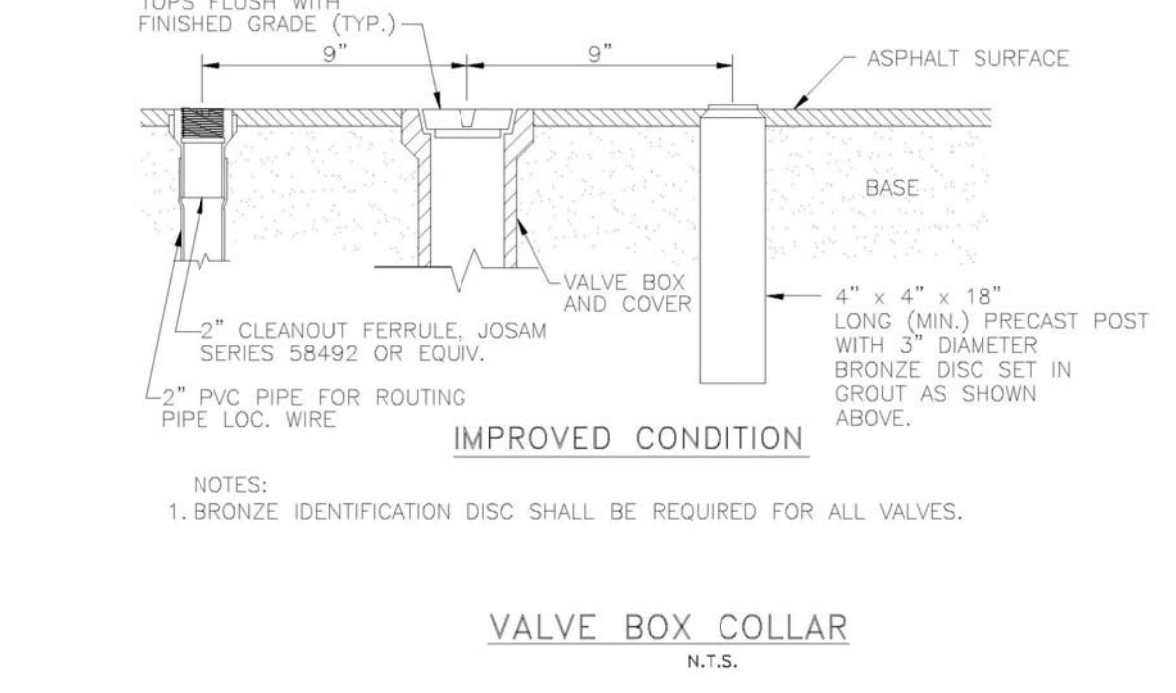
POTABLE WATER SINGLE AND DOUBLE SERVICE DETAIL
N.T.S.



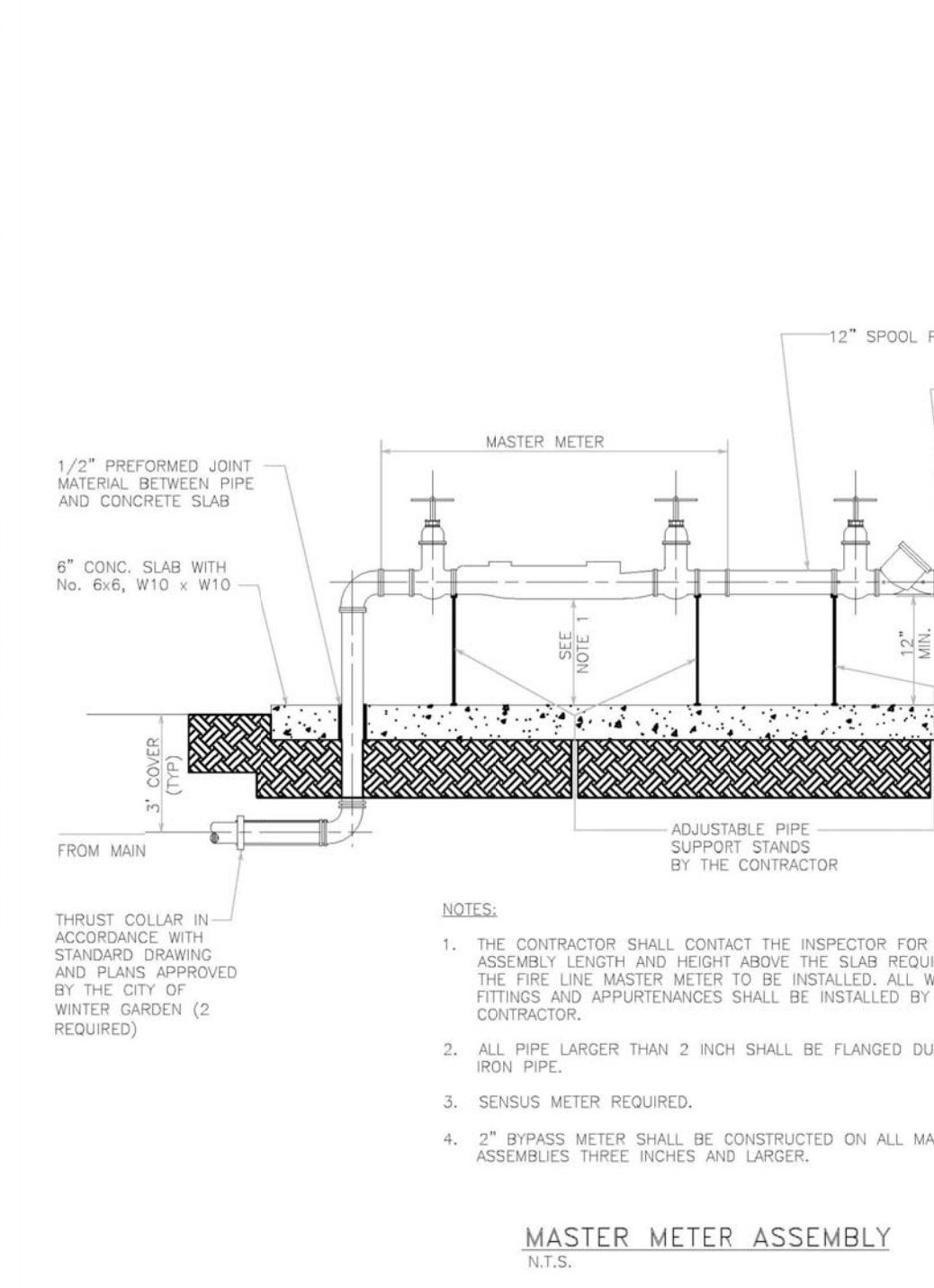
BLOWOFF VALVE DETAIL
N.T.S.



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

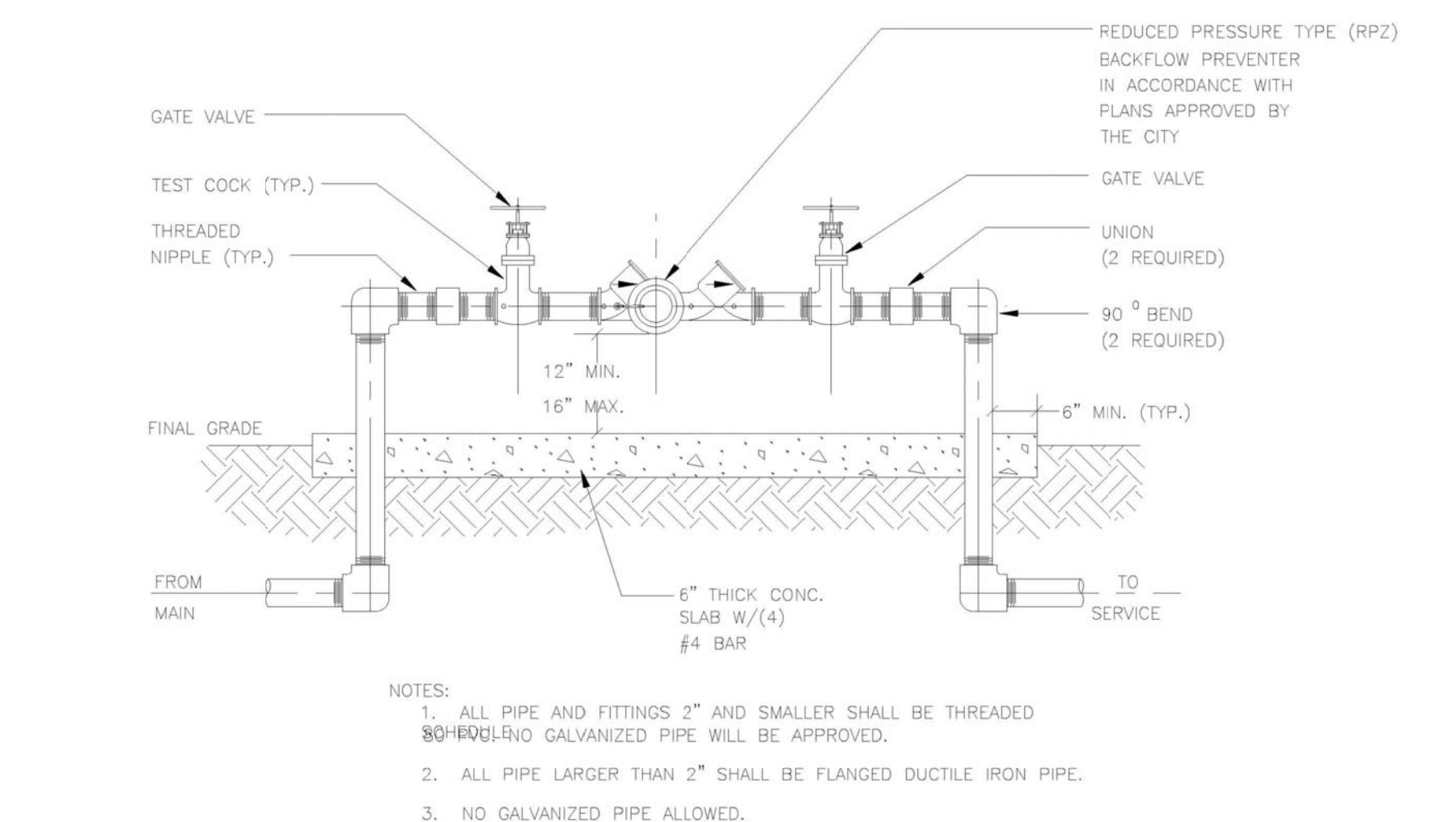


POTABLE WATER SYSTEM AIR RELEASE VALVE AND VAULT
N.T.S.



MASTER METER ASSEMBLY
N.T.S.

- NOTES:**
1. THE CONTRACTOR SHALL CONTACT THE INSPECTOR FOR EXACT ASSEMBLY LENGTH AND HEIGHT ABOVE THE SLAB REQUIRED FOR THE FIRE LINE MASTER METER TO BE INSTALLED. ALL WIRE, FITTINGS AND APPURTENANCES SHALL BE INSTALLED BY THE CONTRACTOR.
 2. ALL PIPE LARGER THAN 2 INCH SHALL BE FLANGED DUCTILE IRON PIPE.
 3. SENSUS METER REQUIRED.
 4. 2" BYPASS METER SHALL BE CONSTRUCTED ON ALL MASTER METER ASSEMBLIES THREE INCHES AND LARGER.



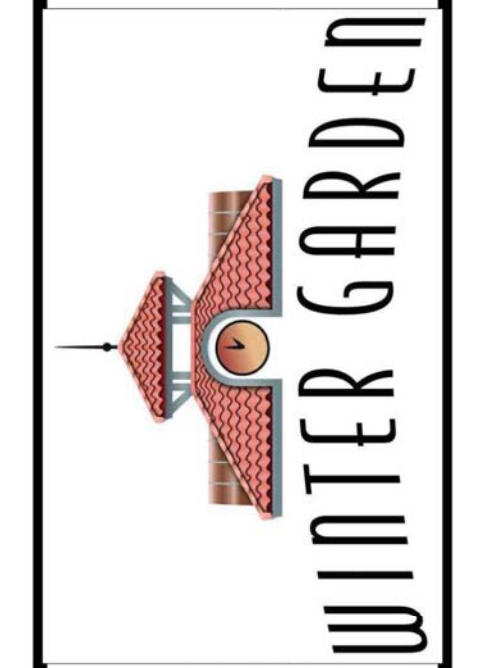
BACKFLOW PREVENTER DETAIL
N.T.S.

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

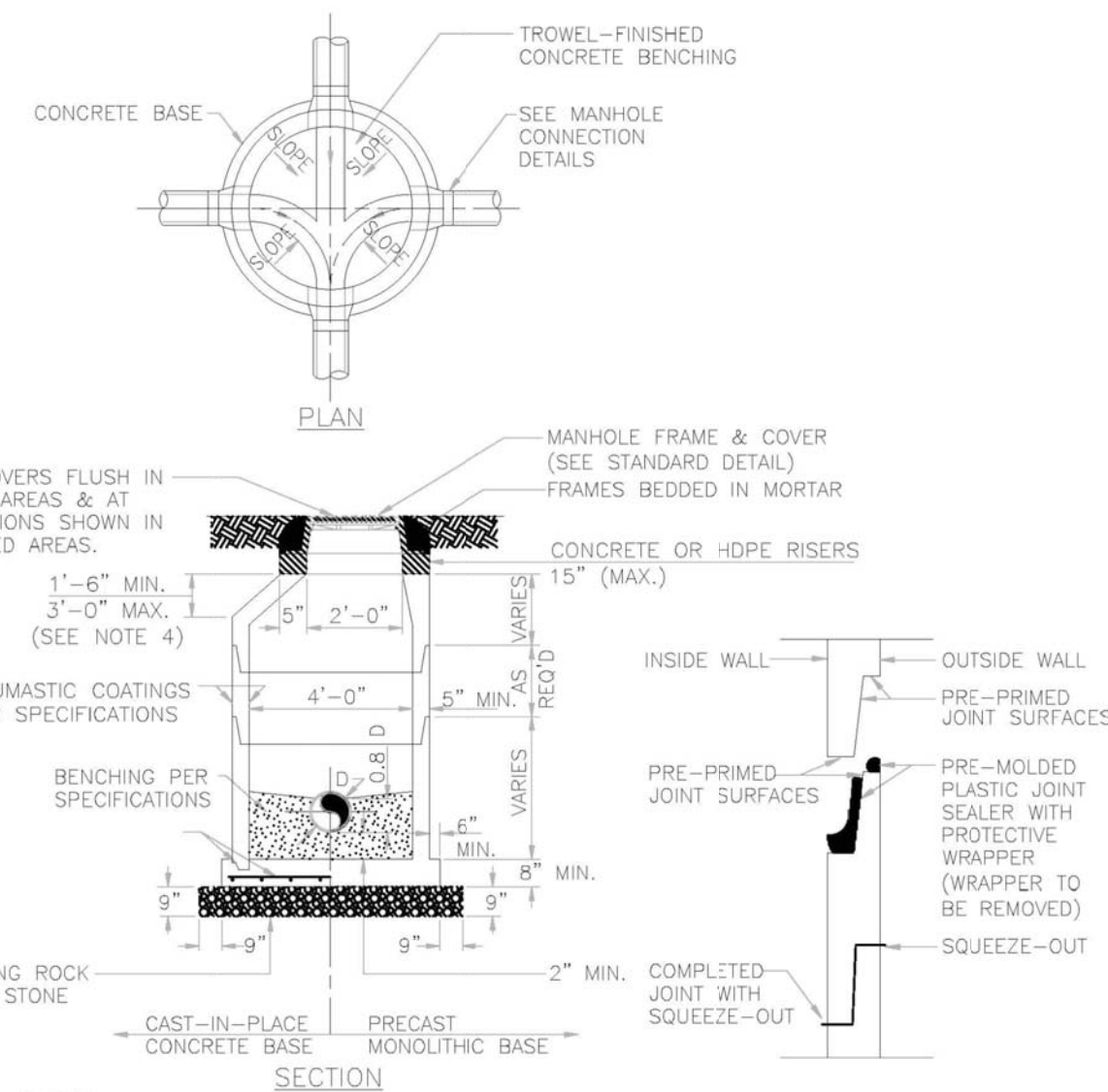
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NO.	ITEM	DATE
1	WATER SERVICE	4/3/14
2	ARV DETAILS	4/3/14

CITY OF WINTER GARDEN, FLORIDA
STANDARDS AND SPECIFICATIONS
For Utilities Construction

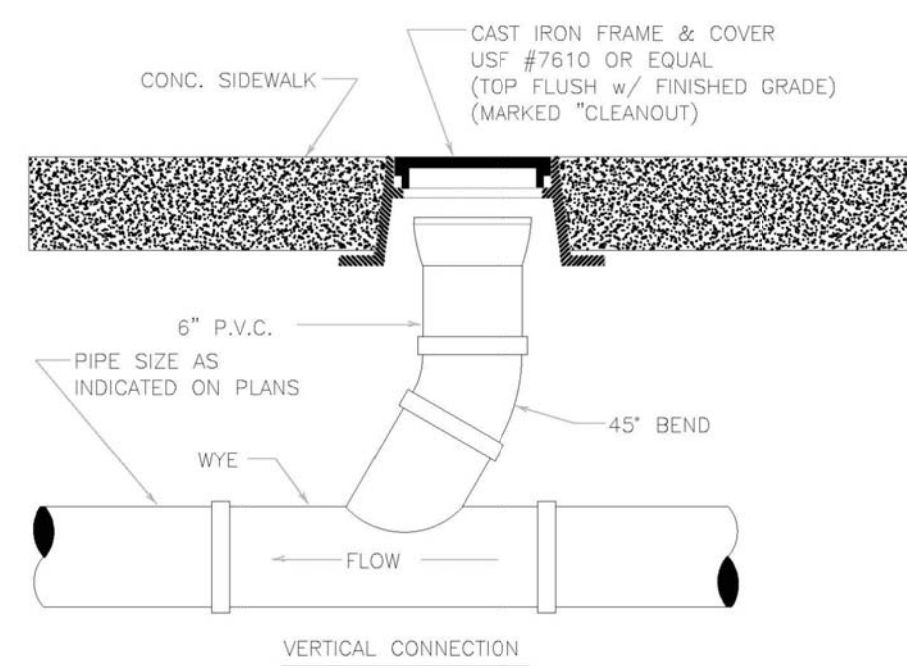


STANDARD DETAILS FOR POTABLE WATER SYSTEMS

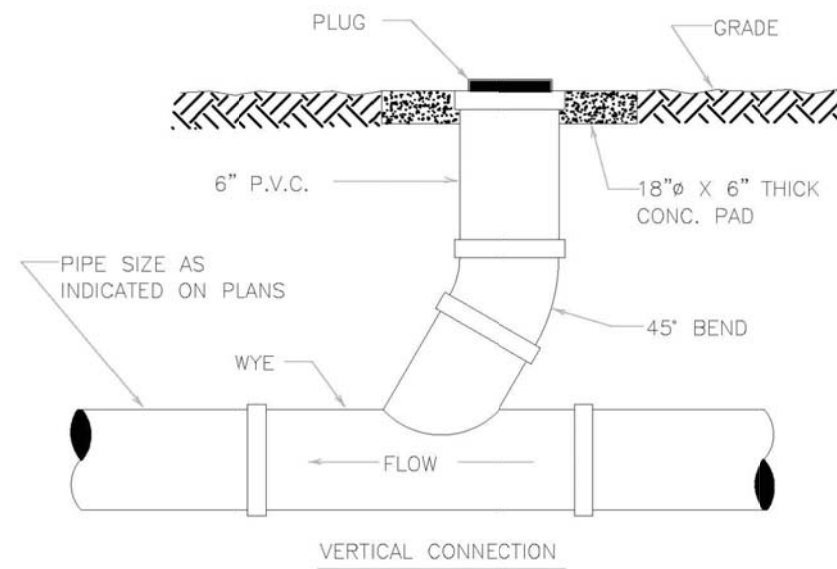


- NOTES:**
- DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS. ALL DROPS TO BE OUTSIDE OF THE MANHOLE.
 - E-Z RAPP OUTSIDE ALL JOINTS
 - GROUT WITH NON-SHRINKING GROUT INSIDE JOINTS
 - NO CONES OVER 3 FT. TALL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

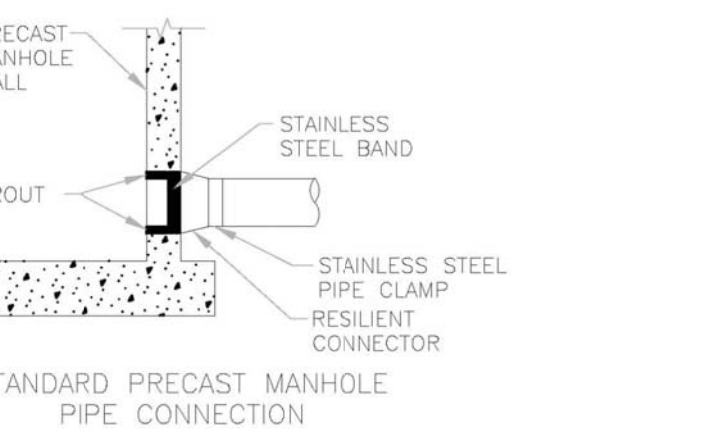
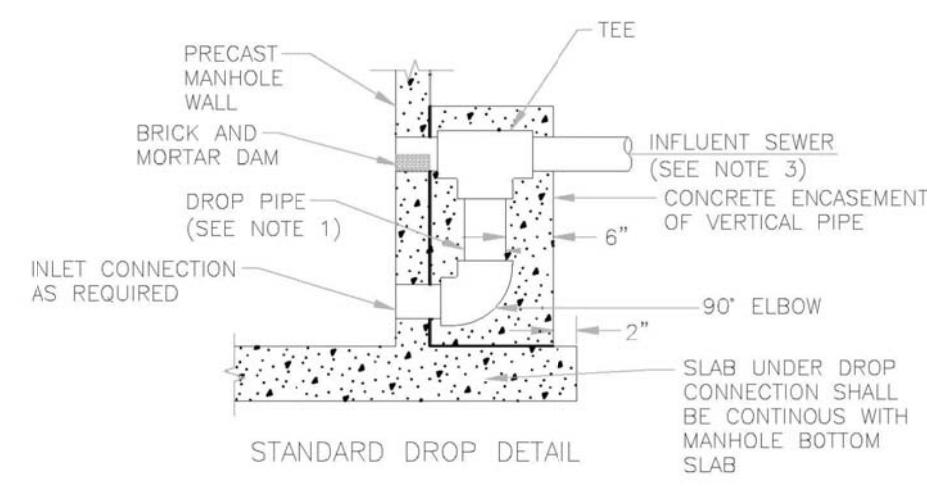
PRECAST CONCRETE SANITARY MANHOLE
N.T.S.



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

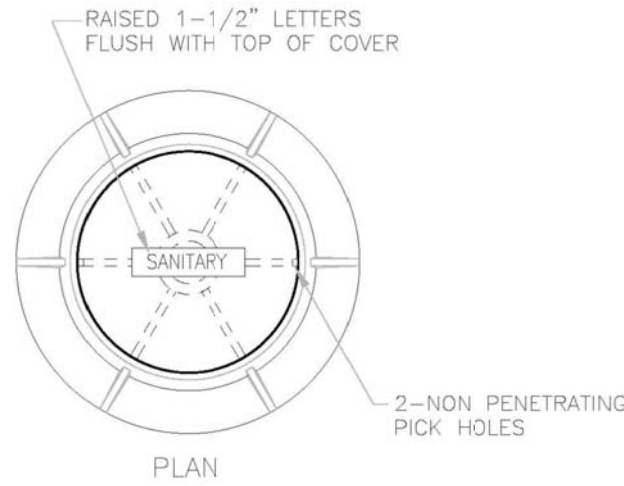


CLEAN OUT DETAIL FINISHED BUILDOUT (IN UNPAVED AREA)
N.T.S.



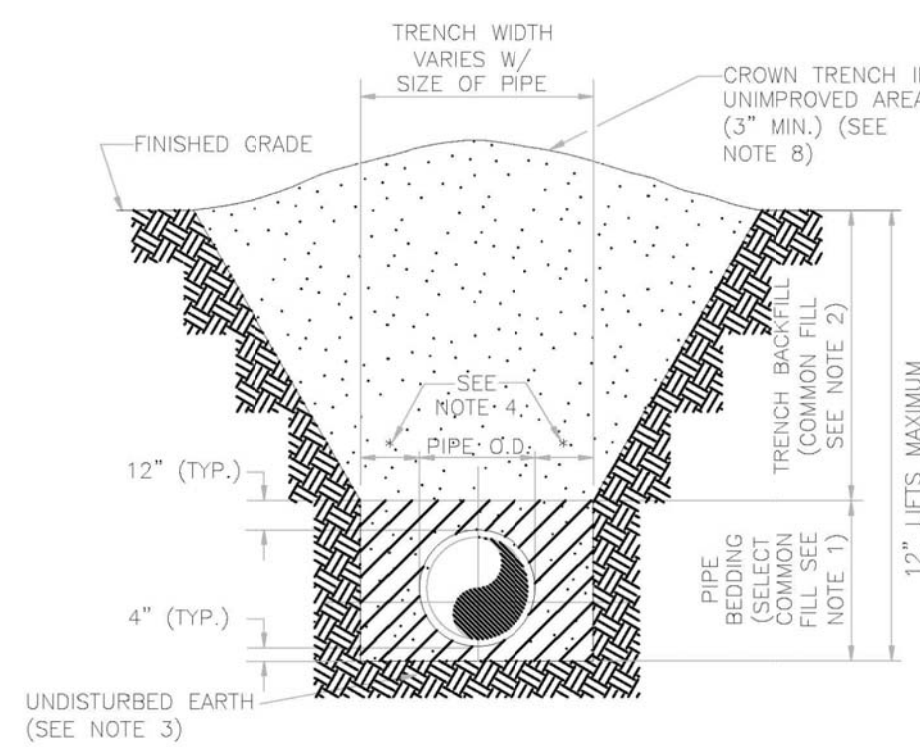
- NOTES:**
- DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
 - AN OUTSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT WHICH HAVE AN INVERT 2' OR MORE ABOVE THE MANHOLE INVERT.

SANITARY MANHOLE CONNECTION DETAILS
N.T.S.



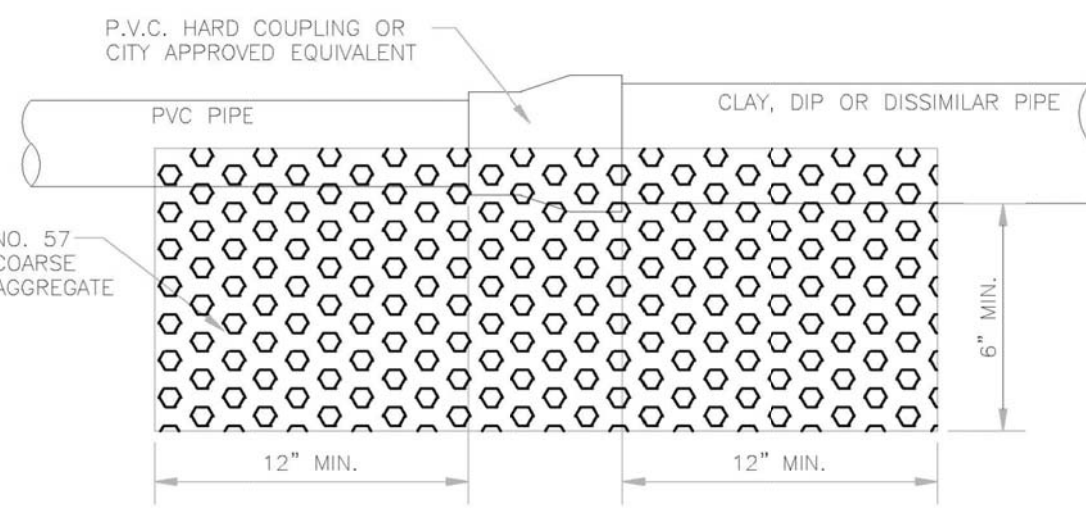
- NOTES:**
- MANHOLE FRAME & COVER SHALL BE 24" OPENINGS, USE #AS-225 AS MANUFACTURED BY U.S. FOUNDRY & MFG. CORP. OR APPROVED EQUAL
 - RAIN STOPPER LIDS OR RAIN GUARD LIDS (LFVHS) REQUIRED.

STANDARD MANHOLE FRAME AND COVER
N.T.S.



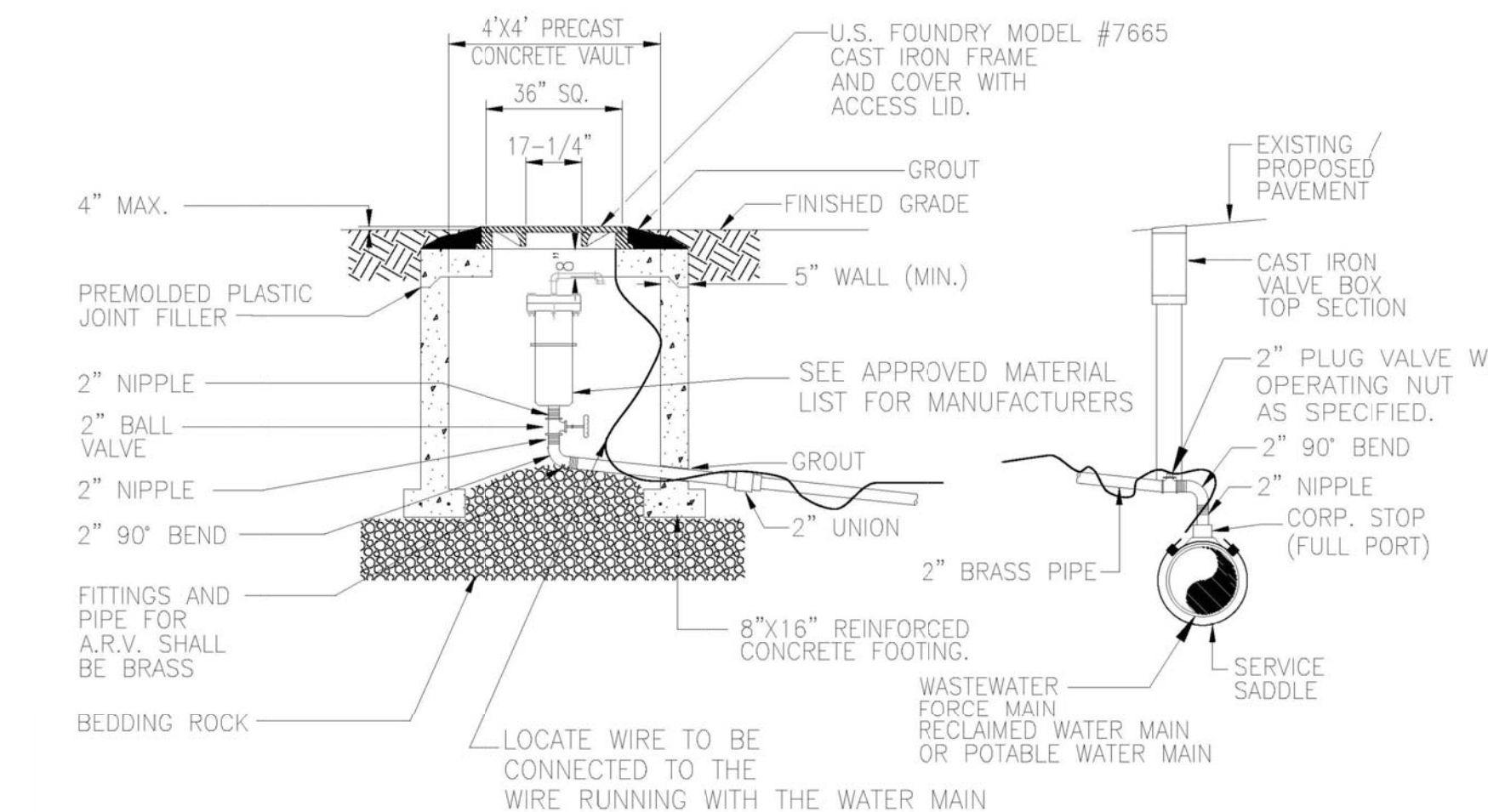
- NOTES:**
- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
 - TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
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

STANDARD BEDDING DETAIL
N.T.S.



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

SEWER MAIN CONNECTION DETAIL
N.T.S.

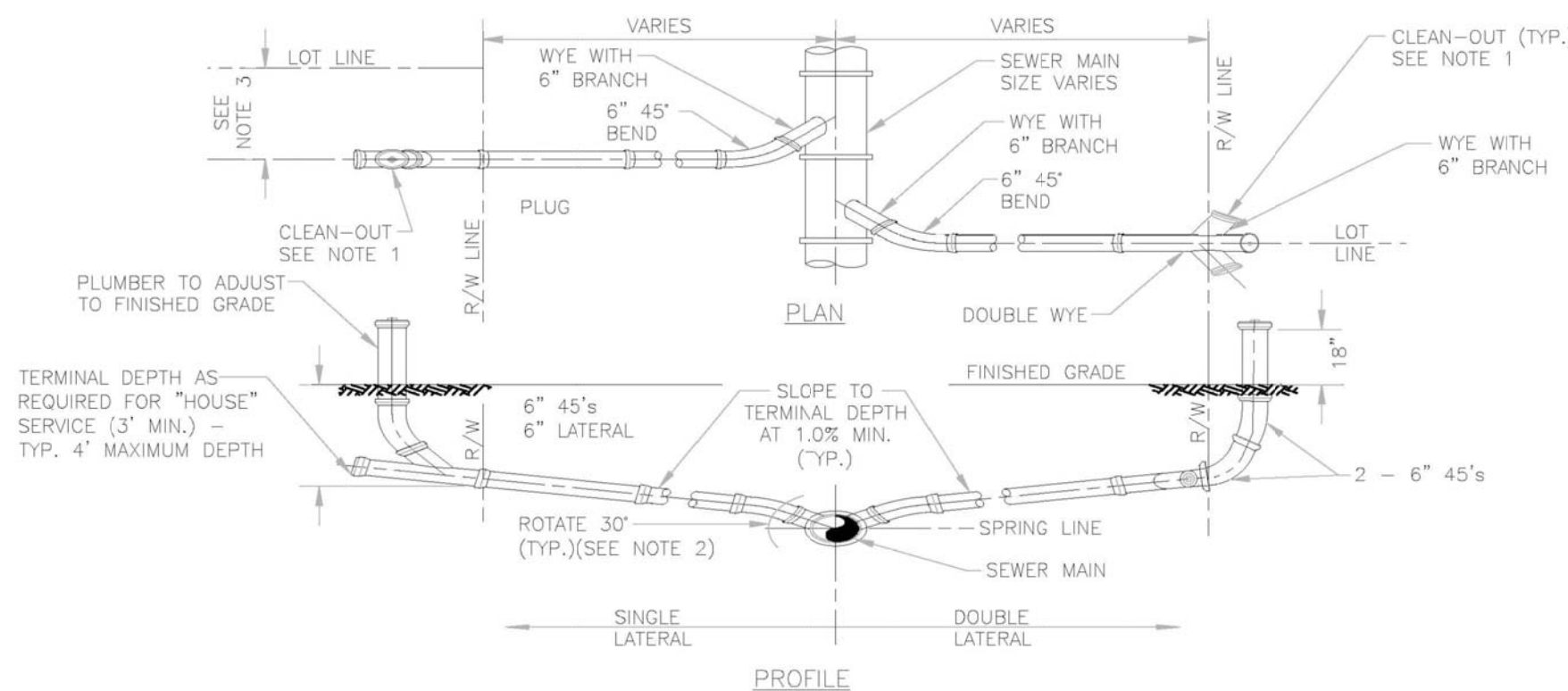


- NOTES:**
- THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
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 - COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION, "SEWER" "RECLAIMED WATER OR POTABLE WATER".
 - NO GALVANIZED PIPE/VALVES.
 - LOCATE WIRE IN THE ARV VAULT SHALL BE SPLICED TO THE WIRE RUNNING WITH THE WATER MAIN AND EXCESS WIRE TO BE PLACED IN ARV VAULT. THE POINT OF CONNECTION AT THE MAIN SHALL HAVE A WATER PROOF CONNECTOR.

OFFSET TYPE AIR RELEASE VALVE ASSEMBLY

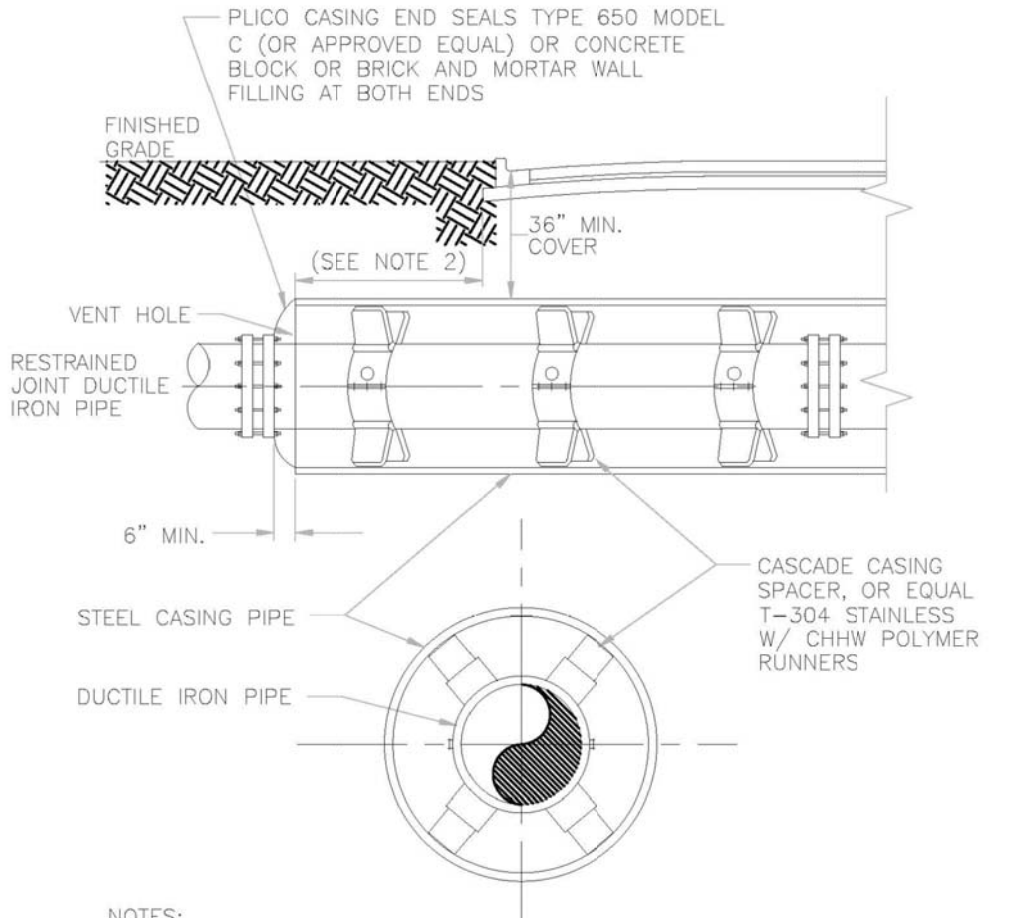
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- NOTES:**
- CLEANOUT SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH STANDARD PLUMBING CODE.
 - INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
 - WYES AND 45° BENDS SHALL BE PVC (SDR 26).
 - LOCATE SINGLE LATERAL AS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

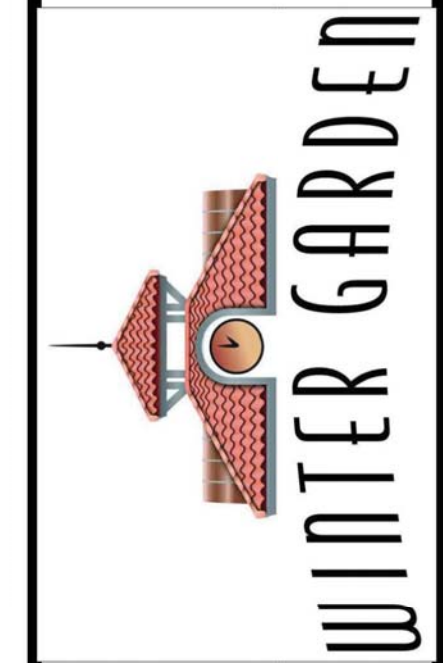
SANITARY SEWER SERVICE LATERAL DETAIL
N.T.S.



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

NO.	ITEM	DATE
1	SANITARY MANHOLE	4/7/14
2	OFFSET ARV DETAIL	4/7/14

CITY OF WINTER GARDEN, FLORIDA
STANDARDS AND SPECIFICATIONS
For Utilities Construction

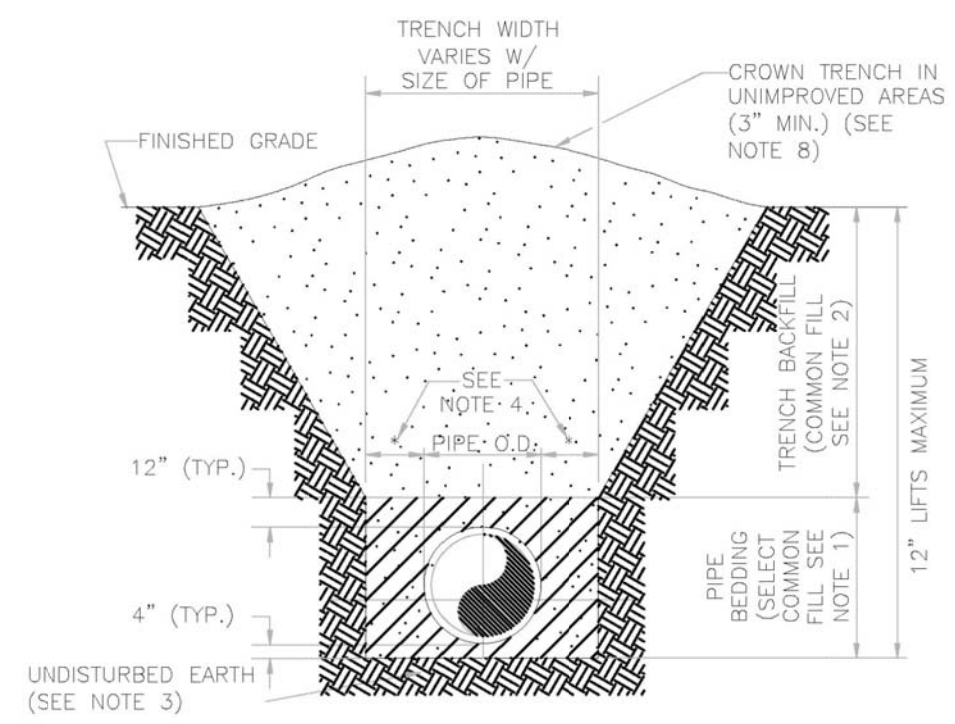


STANDARD DETAILS FOR WASTEWATER SYSTEMS

DATE
JANUARY 2008
SHEET

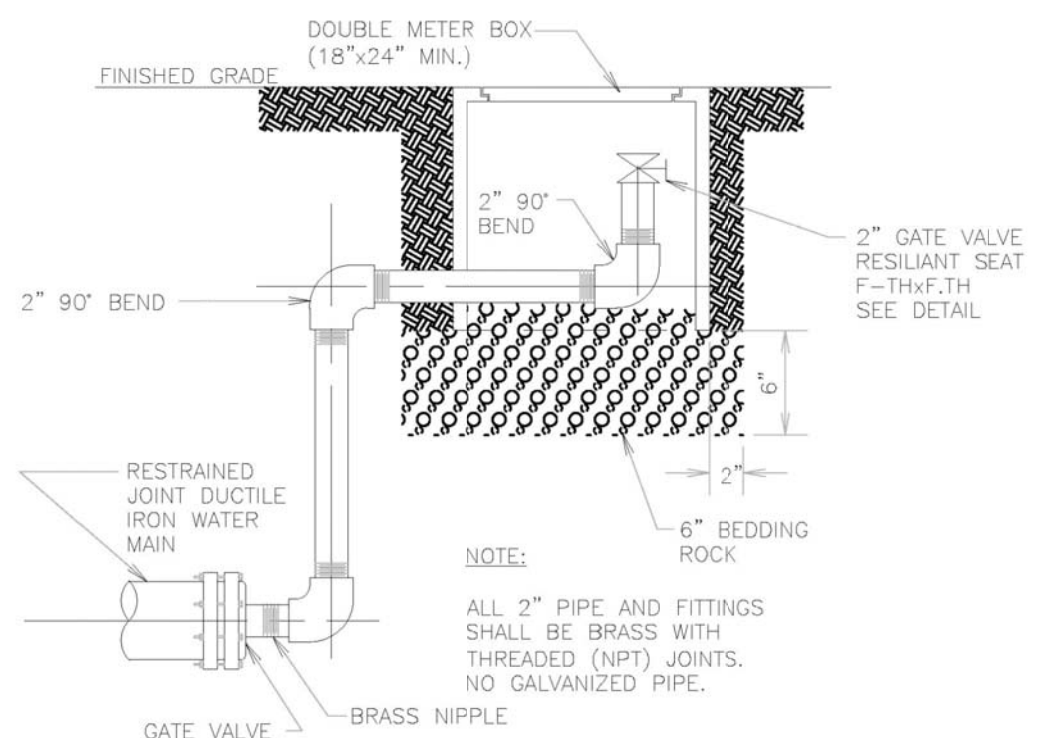
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3 OF 11

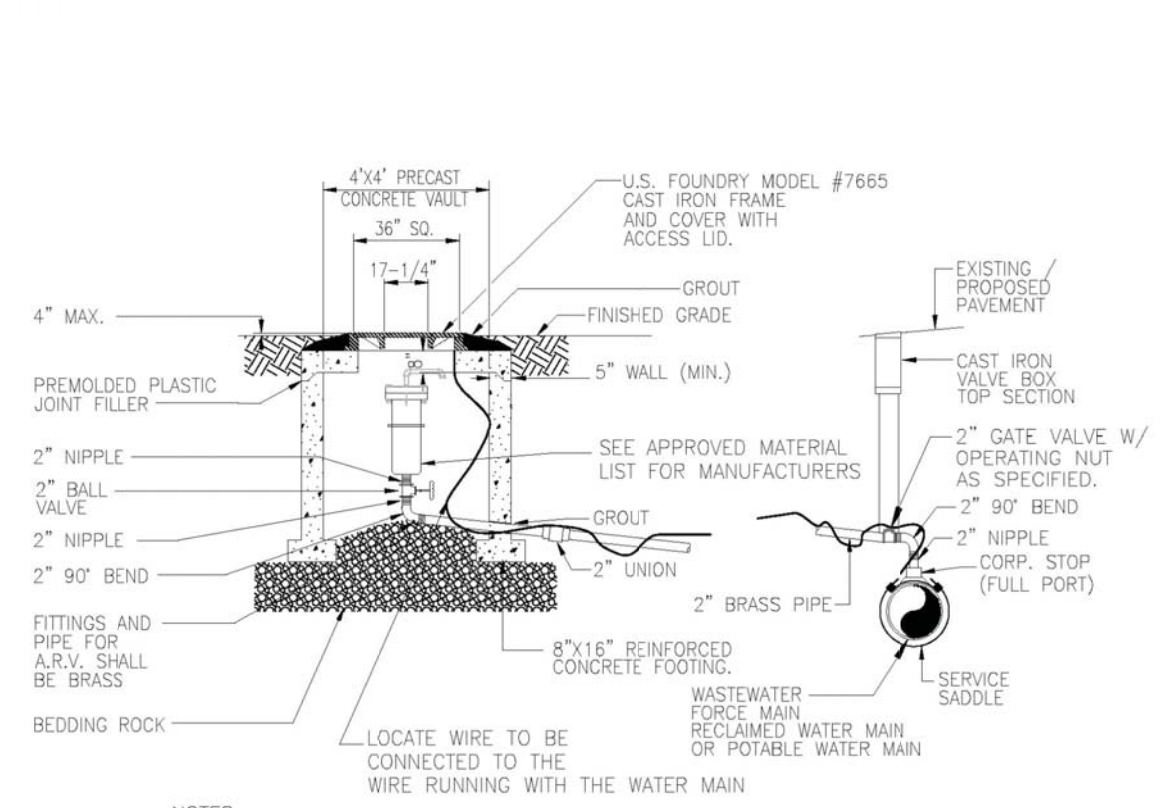


- NOTES:**
- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
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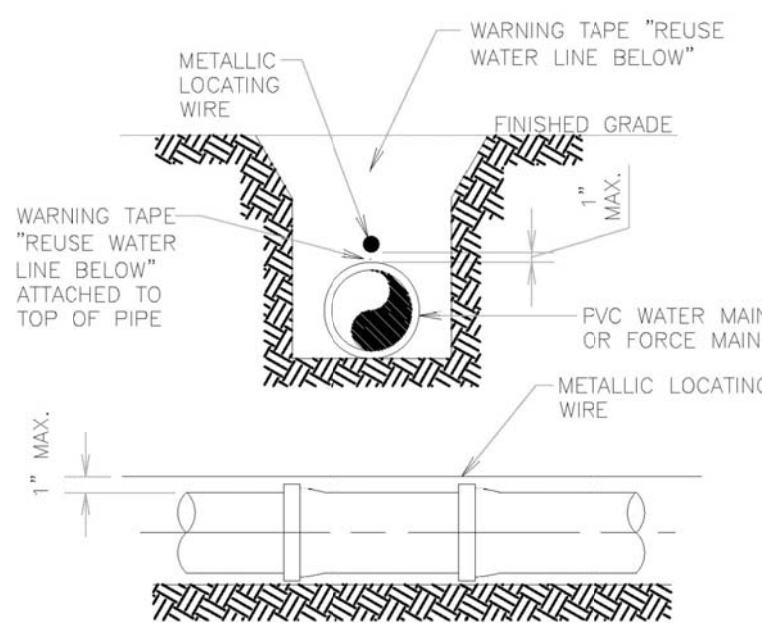


BLOWOFF VALVE DETAIL
N.T.S.



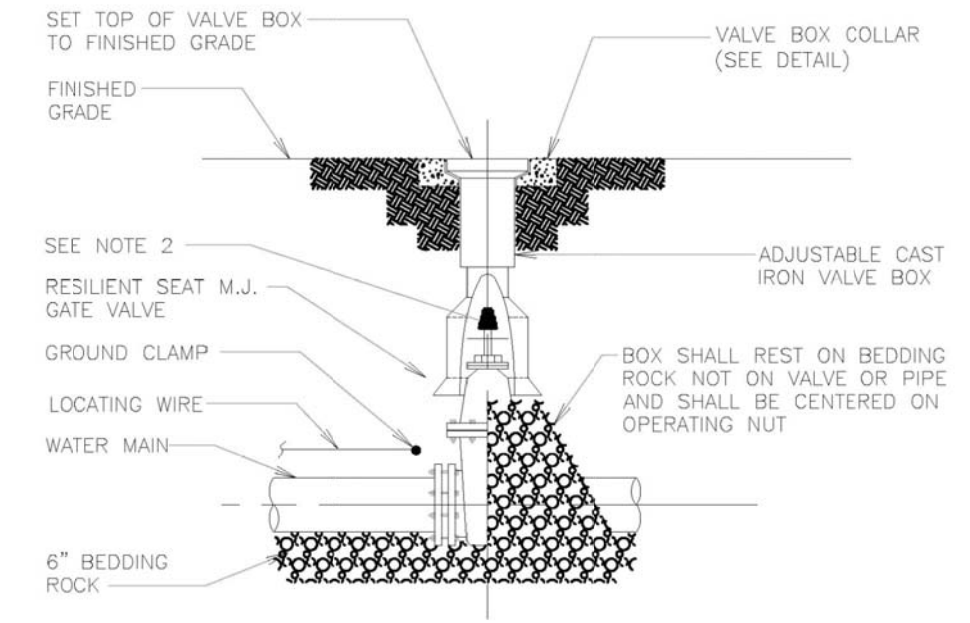
- NOTES:**
- THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
 - DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
 - PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.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

OFFSET TYPE AIR RELEASE VALVE ASSEMBLY
N.T.S.



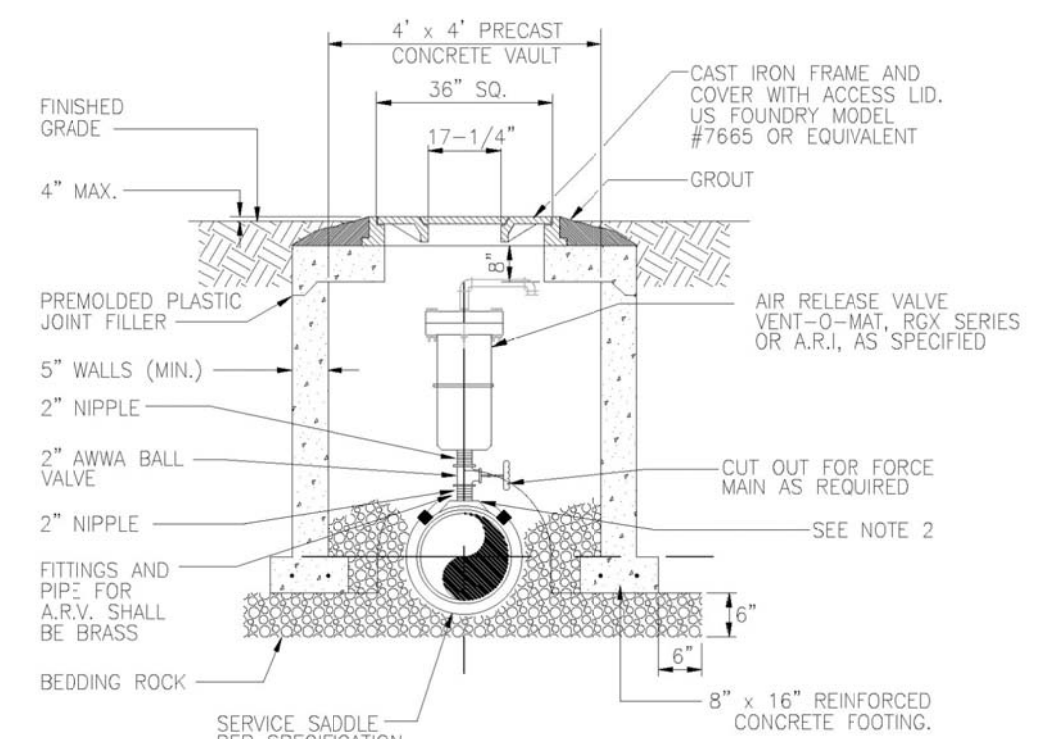
- NOTES:**
- PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (10 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE ATTACHED TO THE TOP OF PIPE WITH DUCT TAPE AT LEAST 5 TIMES PER JOINT.
 - LOCATING ROD SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING ABOVE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

PVC PIPE LOCATING WIRE DETAIL
N.T.S.



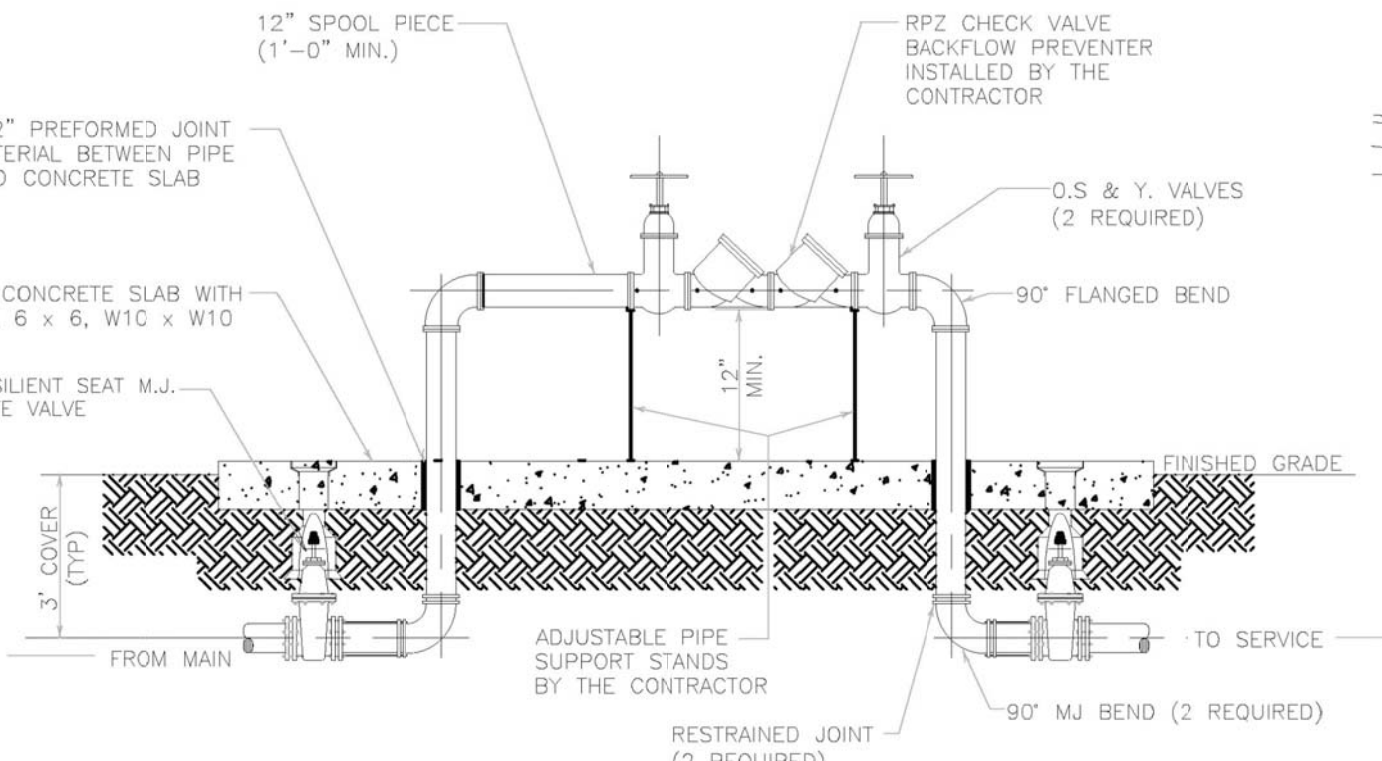
- NOTES:**
- PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
 - THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

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



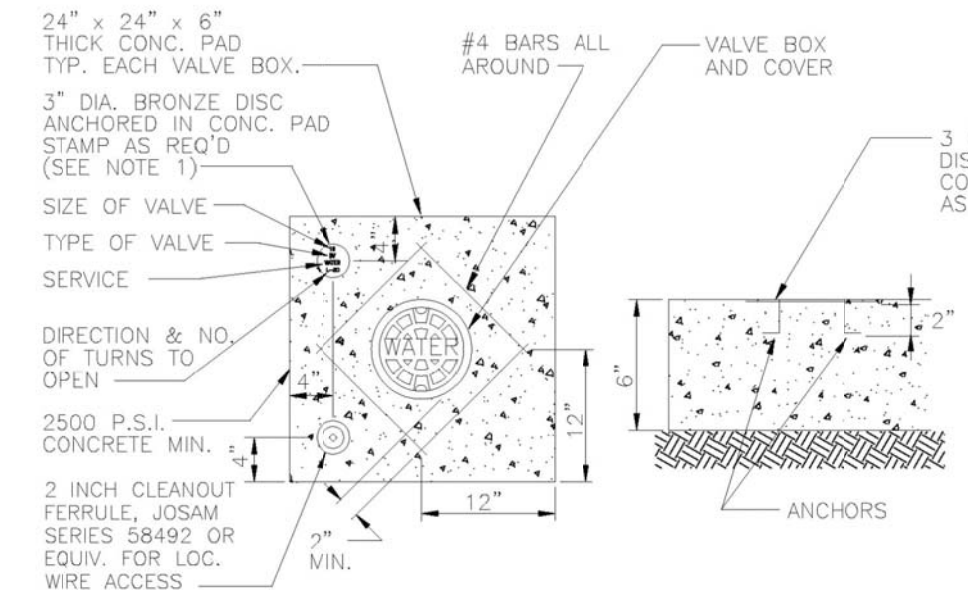
- NOTES:**
- THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 3.0 FEET.
 - DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
 - PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.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

RECLAIMED WATER AIR RELEASE VALVE AND VAULT
N.T.S.

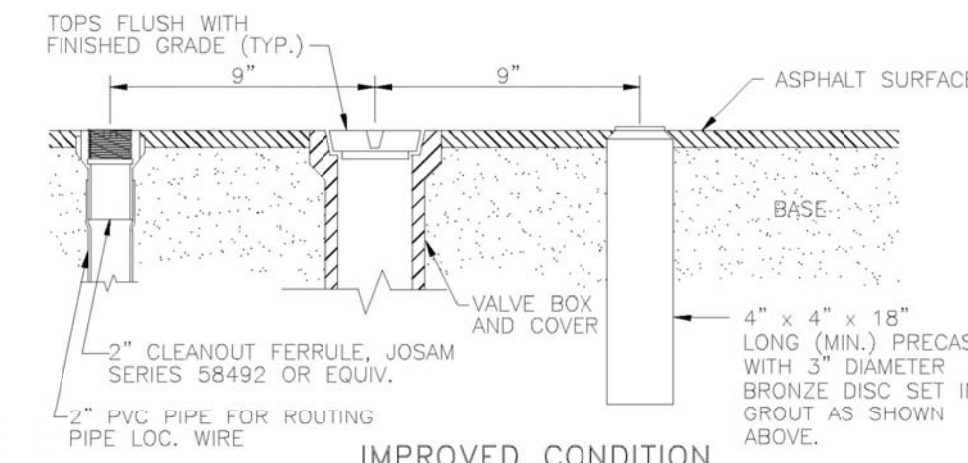


- NOTES:**
- ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED SCHEDULE 80 PVC. NO GALVANIZED PIPE ALLOWED.
 - ALL PIPE LARGER THAN 2 INCH SHALL BE FLANGED DUCTILE IRON PIPE.
 - RECLAIMED WATER JUMPER SHALL BE SIZE ON SIZE.

RECLAIMED WATER JUMPER CONNECTION
N.T.S.



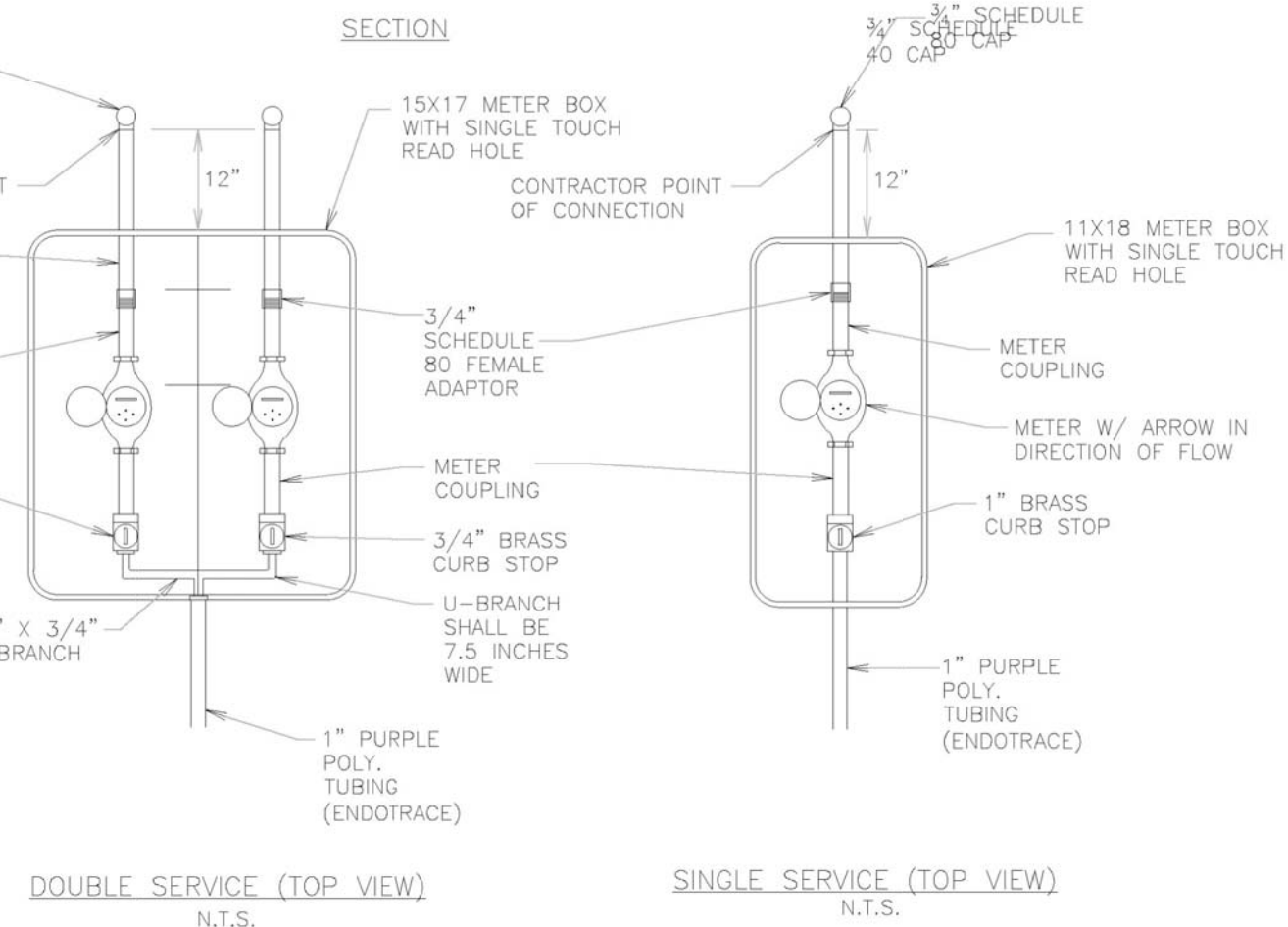
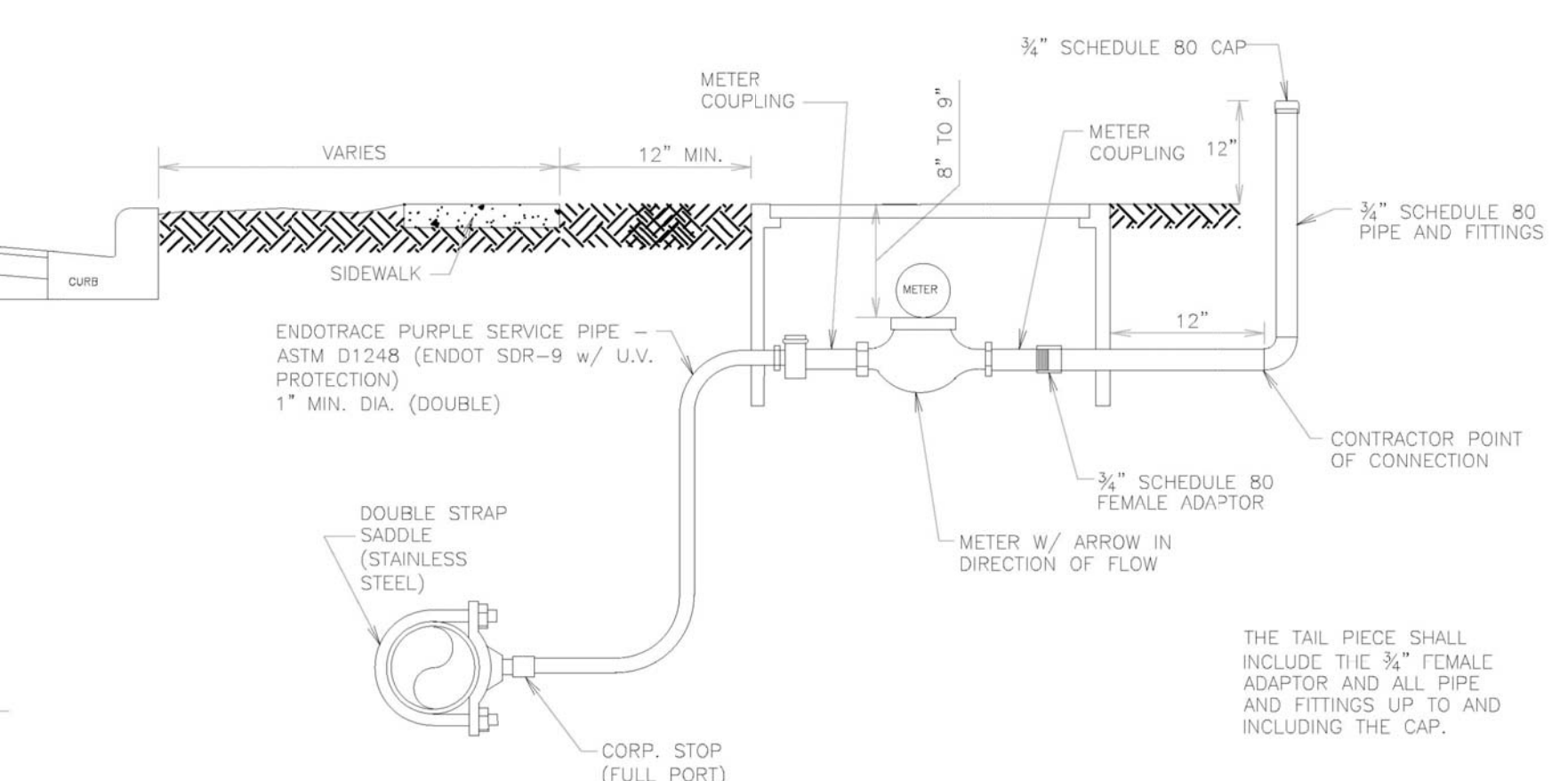
UNIMPROVED CONDITION



IMPROVED CONDITION

VALVE BOX COLLAR
N.T.S.

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



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

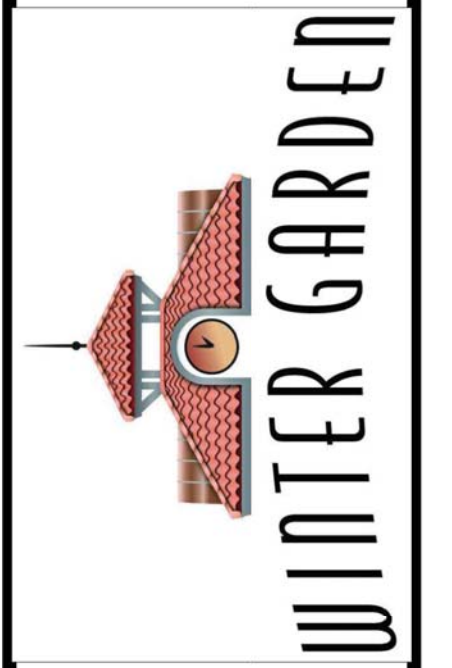
RECLAIMED WATER SINGLE AND DOUBLE SERVICE DETAIL
N.T.S.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

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

NO.	ITEM	DATE
1	WATER METER SERVICE	4/7/14
2	ARV DETAILS	4/7/14

CITY OF WINTER GARDEN, FLORIDA
STANDARDS AND SPECIFICATIONS
For Utilities Construction



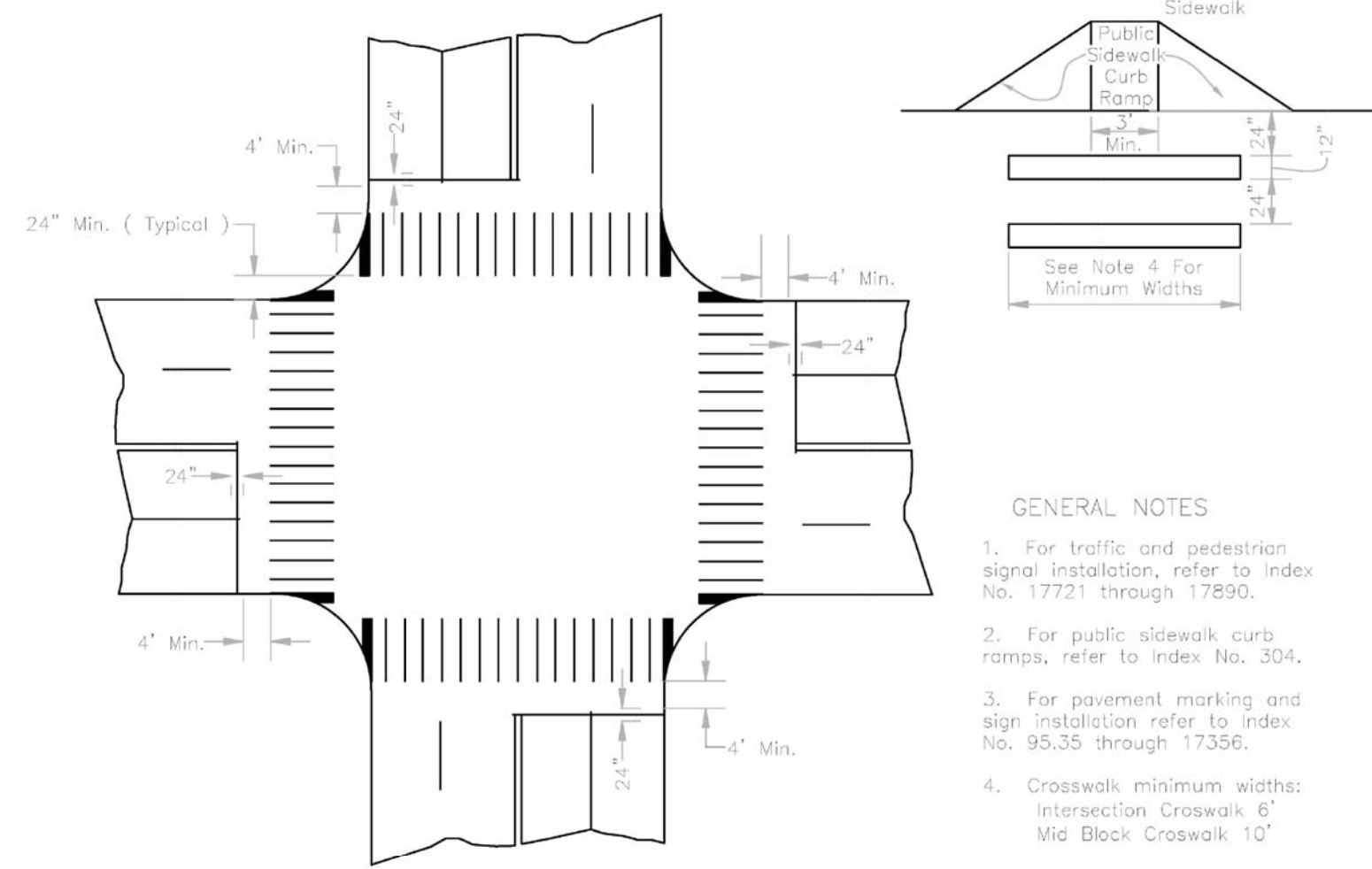
STANDARD DETAILS FOR RECLAIMED WATER SYSTEMS

DATE
JANUARY 2008

SHEET
8

GENERAL NOTES:

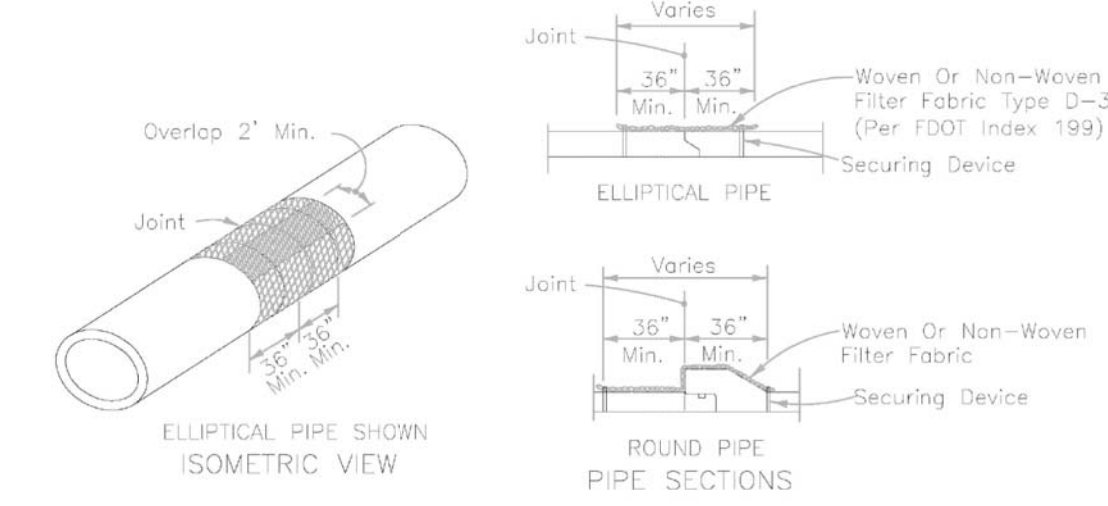
1. ALL NEW STORM AND SANITARY SEWER LINES IN THE CITY OF WINTER GARDEN SHALL BE SUBJECTED TO CLOSED CIRCUIT TV INSPECTION PRIOR TO BEING ACCEPTED BY THE CITY, WHETHER PRIVATE OR CITY MAINTAINED. ALL STORM SEWER PIPE SHALL BE REINSPECTED AT THE YEAR END, COST TO BE PAID BY THE OWNER.
2. PIPE MATERIAL SHALL BE AS SHOWN ON THE CONSTRUCTION PLANS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
3. CONTRACTOR AND OWNER ARE RESPONSIBLE FOR ENSURING THAT ALL CITY, COUNTY, STATE (FDEP, FDOT, SURWM, ETC.), AND FEDERAL PERMITS HAVE BEEN ISSUED FOR THE PROJECT.
4. ALL STORM SYSTEM MUST BE WATER-TIGHT WITH ALL JOINTS WRAPPED.
5. STORM SYSTEM WILL BE CLEANED PRIOR TO BEING T.V'D.
6. THE OWNER SHALL KEEP A COPY OF THE WATER MANAGEMENT DISTRICT PERMIT, NPDES, NOI AND SWPP PLAN IN A CONSPICUOUS LOCATION ON THE JOB SITE AT ALL TIMES.
7. ALL STORM SEWER MANHOLES FRAME & COVER SHALL BE ASTM 225.
8. CLEAN SAND SHALL CONSIST OF MATERIAL HAVING LESS THAN 5% PASSING THE #200 SIEVE.
9. ONLY CONCRETE RISER RINGS WILL BE ALLOWED TO BE PLACED FOR STORM MANHOLES. ALL RISER RINGS SHALL BE SEALED TO THE STRUCTURE USING WRAPID SEAL. NO MORE THAN 15" WILL BE ALLOWED.
10. STORM SEWER PIPES SHALL MEET ASTM C76 & ASTM C507.
11. ALL STORM SEWER STRUCTURE SECTIONS SHALL BE SEALED WITH WRAPID SEAL.



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

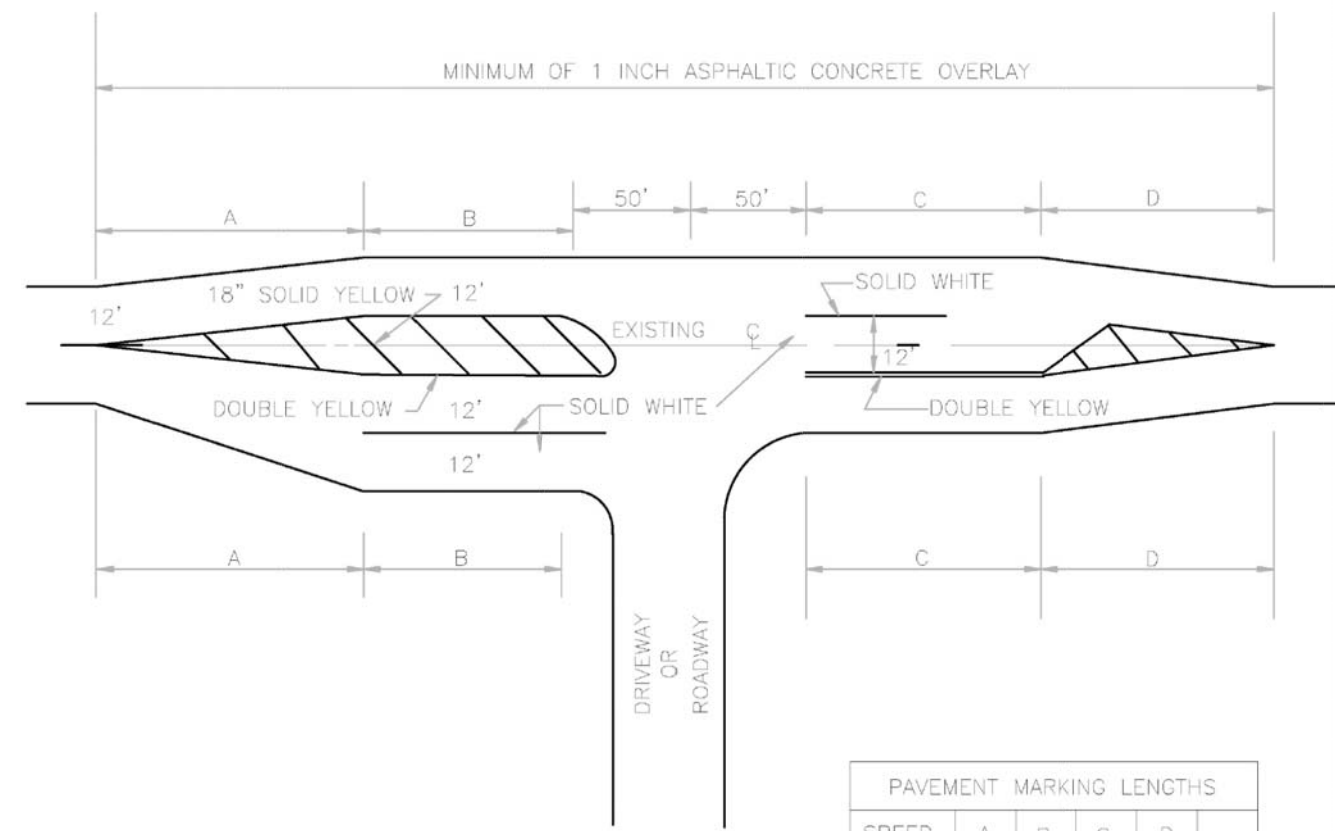
GENERAL NOTES:

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



FILTER FABRIC JACKET
N.T.S.

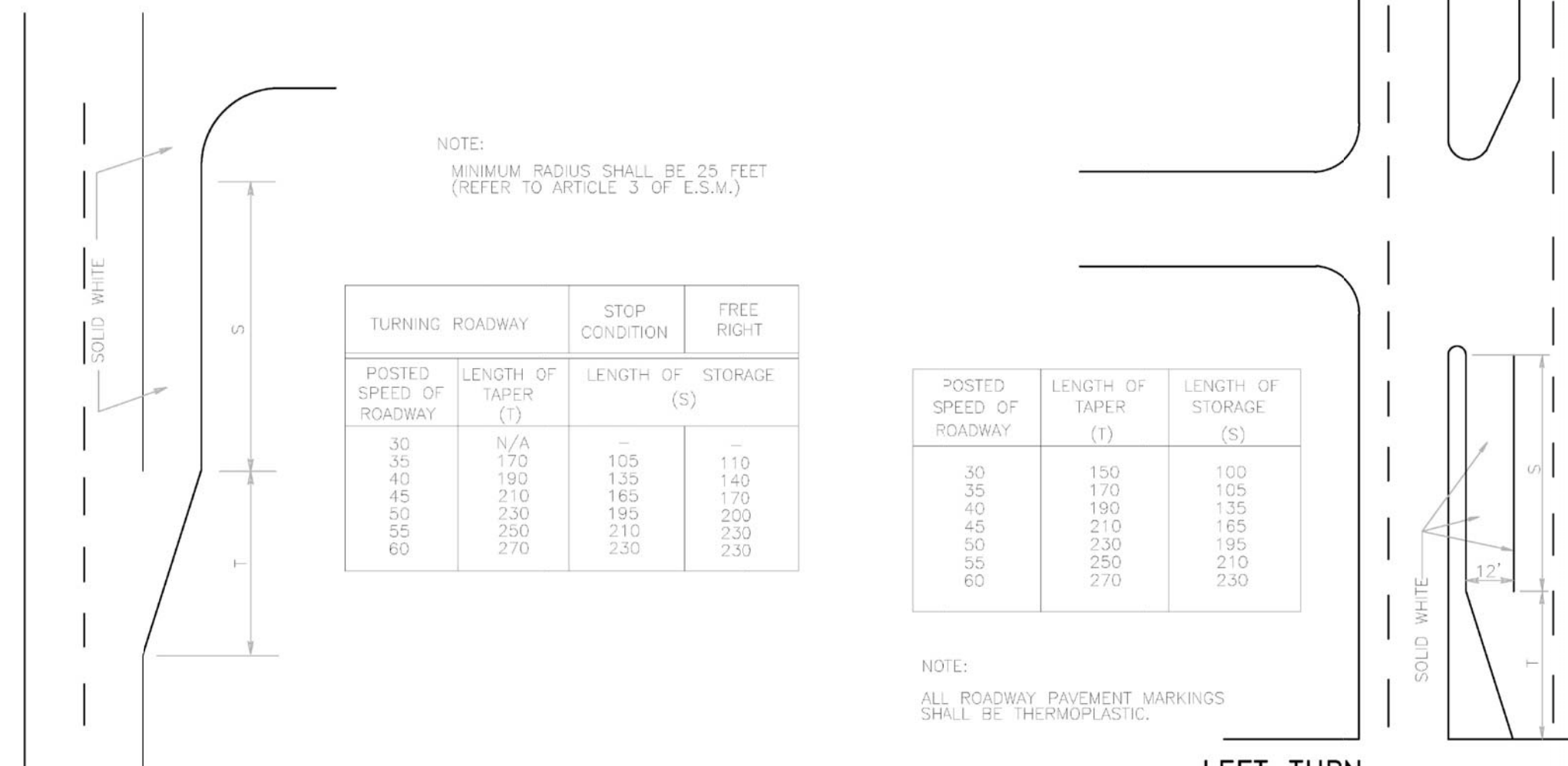
Cost of filter fabric jacket to be included in cost of pipe culverts.
FOR ALL PIPE TYPES - CONCRETE PIPE SHOWN



SPEED	PAVEMENT MARKING LENGTHS			
	A	B	C	D
30	N/A	-	-	-
35	170	105	110	110
40	190	135	140	140
45	210	165	170	170
50	230	195	200	200
55	250	210	230	230
60	270	230	230	230

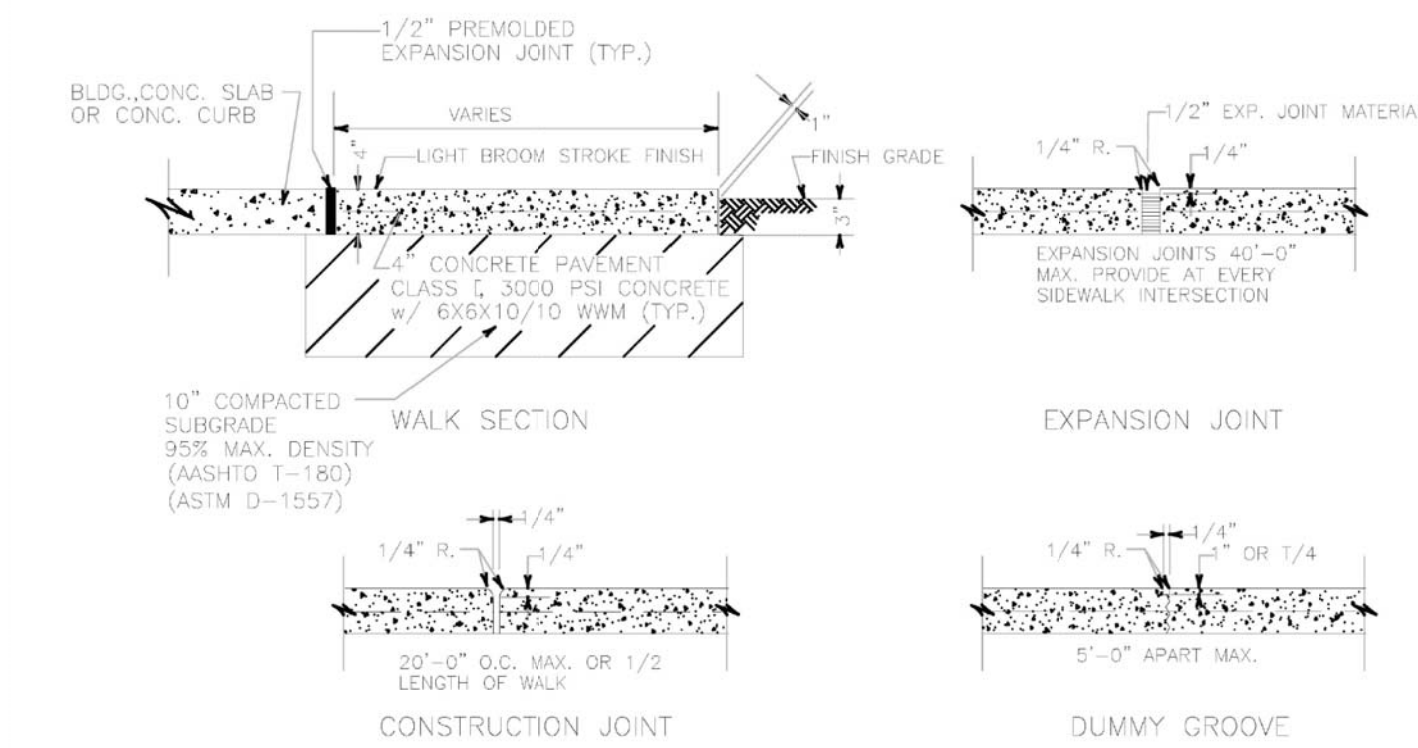
- NOTES:
- 1) STRIPING ACCORDING TO F.D.O.T. STANDARD INDEX #17346B.
 - 2) LANE WIDTHS TO MATCH EXISTING LANE WIDTHS.
 - 3) MINIMUM RADIUS SHALL BE 25 FEET (REFER TO ARTICLE 3 OF E.S.M.)
 - 4) ALL ROADWAY PAVEMENT MARKING SHALL BE THERMOPLASTIC.

TYPICAL INTERSECTION
N.T.S.

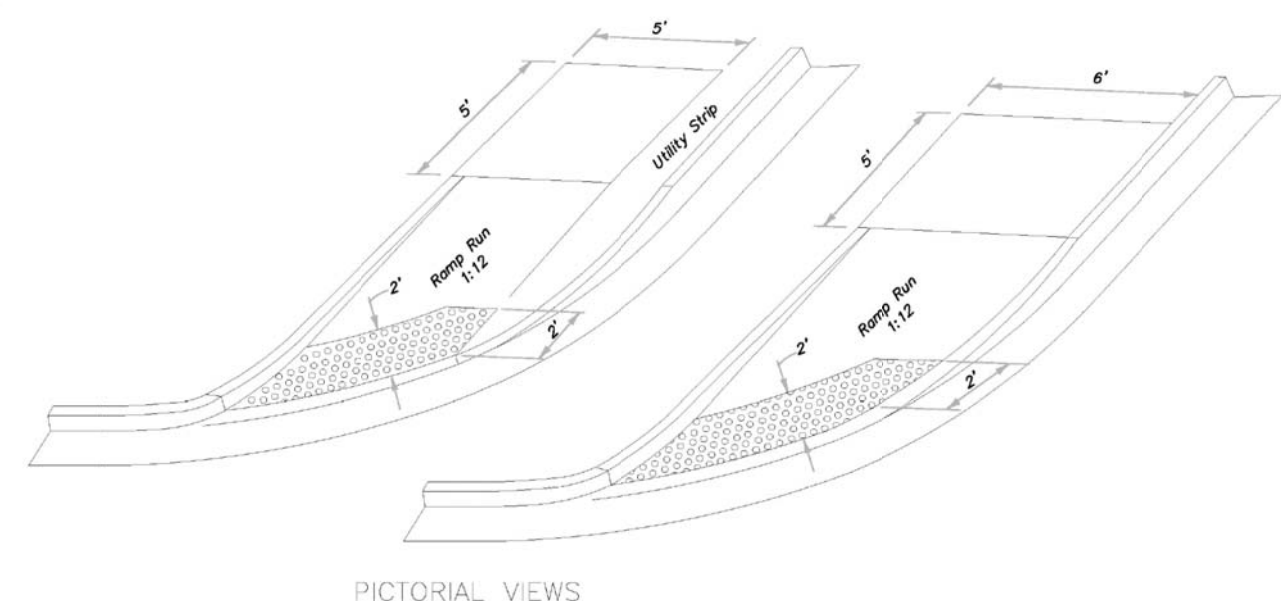
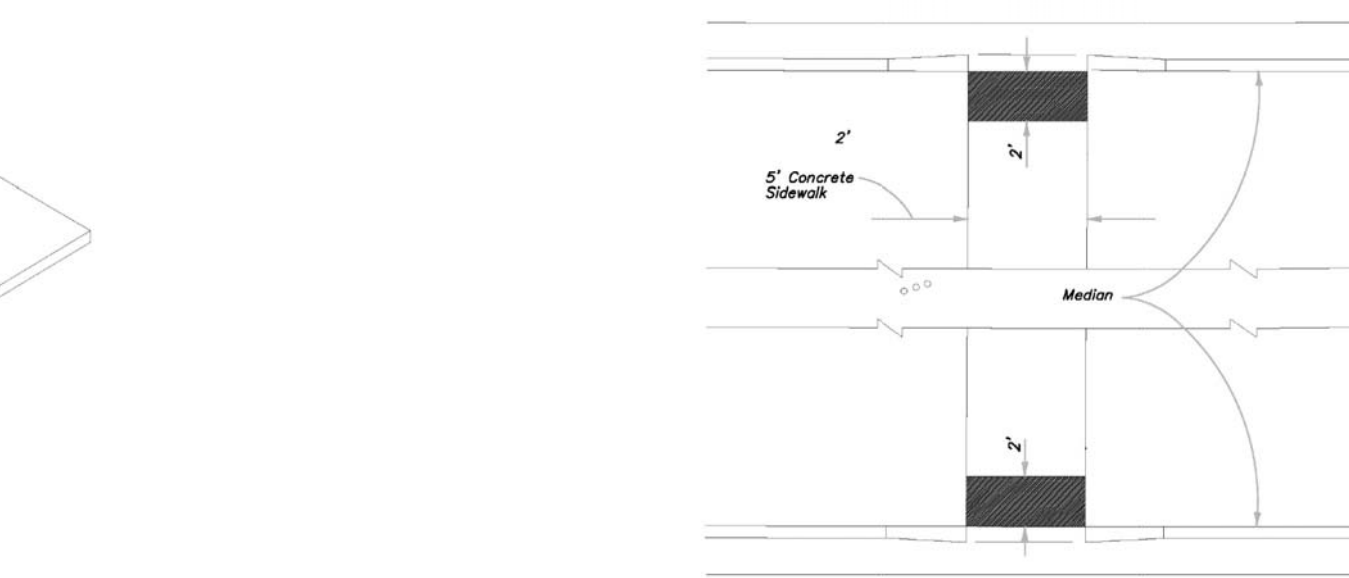
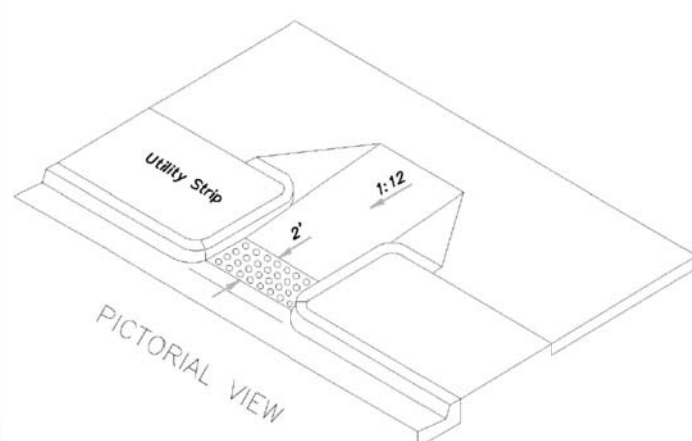
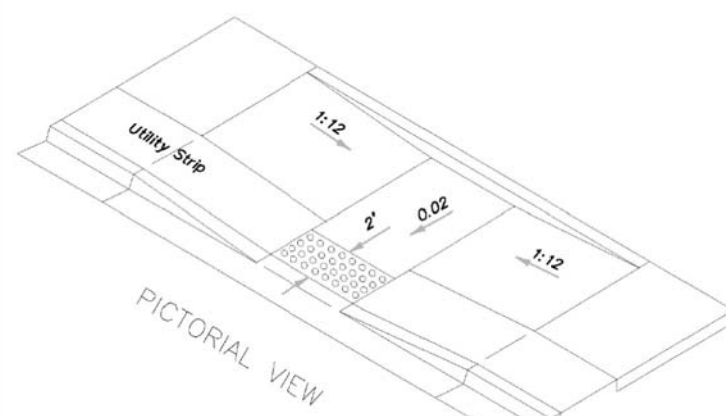
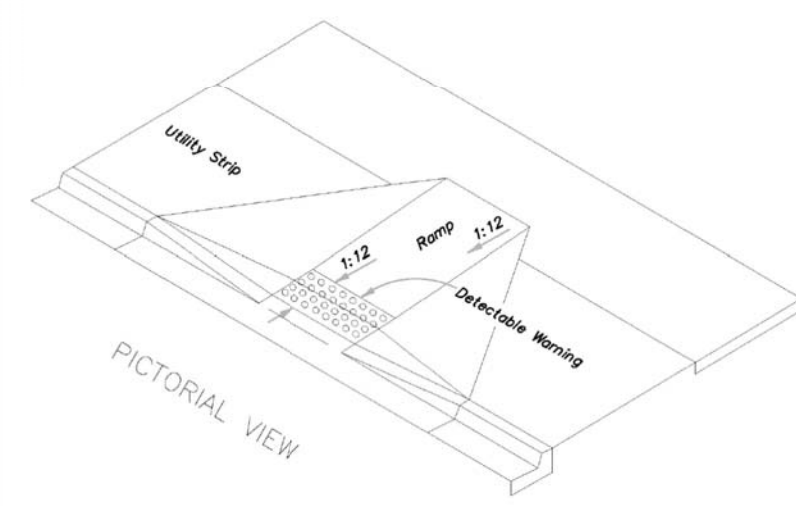


**RIGHT TURN
DECCELERATION LANE**
N.T.S.

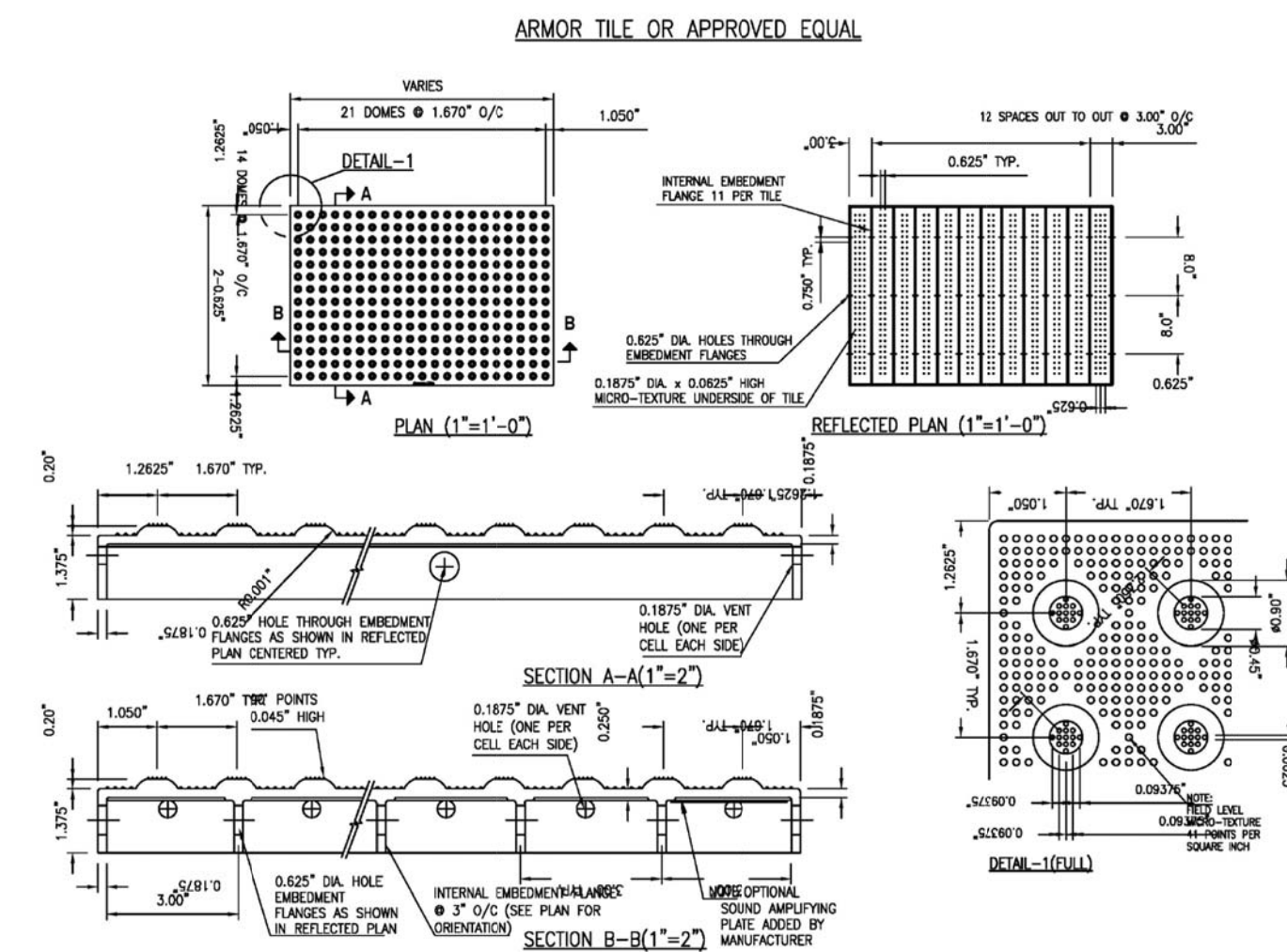
**LEFT TURN
STORAGE LANE
(DIVIDED HIGHWAY)**
N.T.S.



SIDEWALK DETAILS
N.T.S.



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



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

CURB RAMP DETECTABLE WARNING DETAIL
N.T.S.

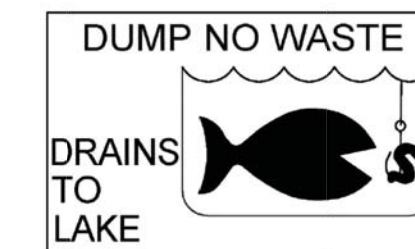
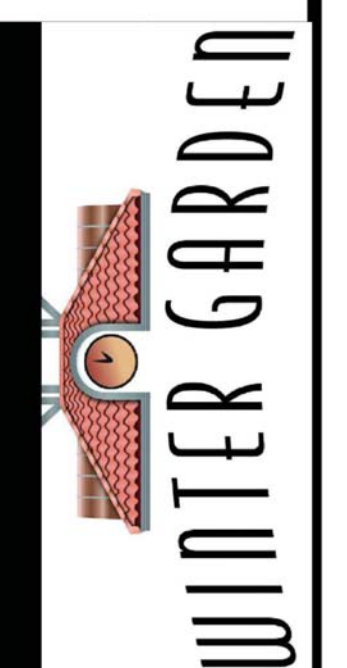


PLATE SHALL BE ADDED TO STORMWATER INLETS AS REQUIRED BY THE CITY.

NO.	ITEM	DATE
1	Delete Underdrain Detail	4/4/14

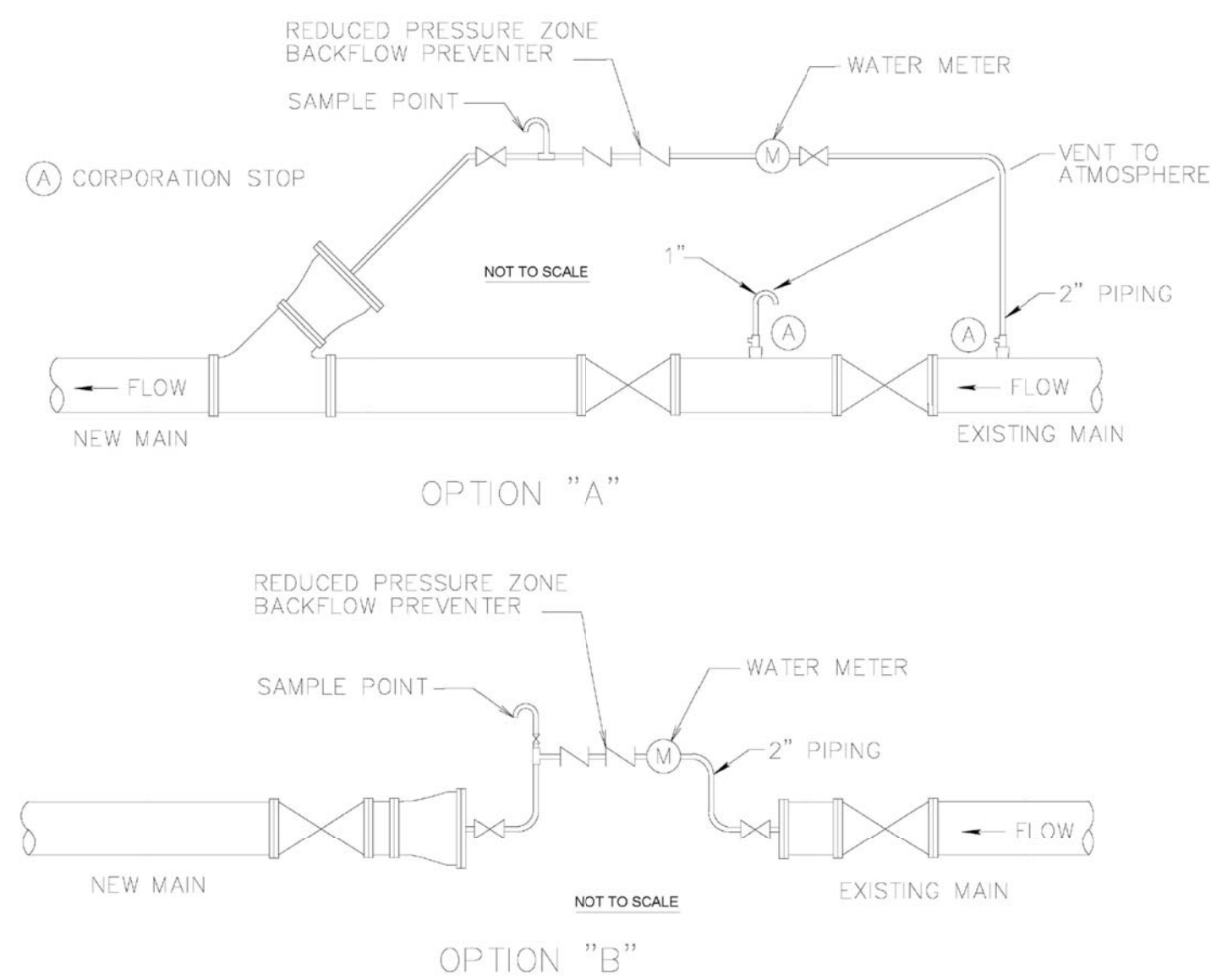
CITY OF WINTER GARDEN, FLORIDA
STANDARDS AND SPECIFICATIONS
For Roadway & Drainage Construction



GENERAL NOTES
FOR
PUBLIC SERVICES

DATE
JANUARY 2008

SHEET
9
9 OF 11



EXCEPT AS INDICATED BELOW FOR SHORT LENGTHS, EACH SECTION OF PIPELINE SHALL BE THOROUGHLY CLEANED WITH ONE POLYURETHANE FOAM PIG EACH TIME.

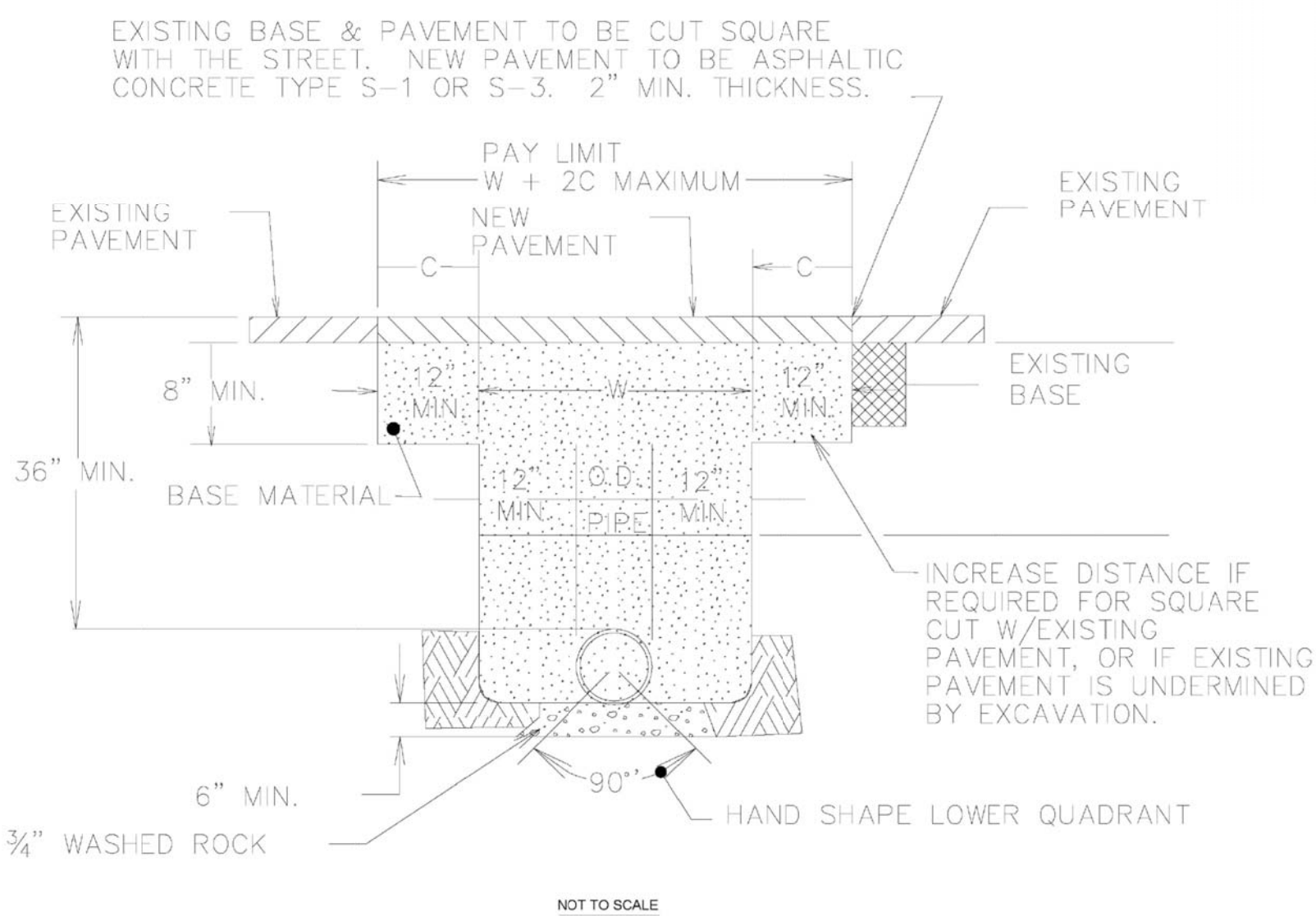
A CITY REPRESENTATIVE SHALL BE PRESENT AT THE TIME OF INSERTION AND EXIT OF THE PIGS. LINES SHALL BE PIGGED AND/OR FLUSHED UNTIL THE WATER RUNS CLEAN AND IS APPROVED BY THE CITY REPRESENTATIVE. THE CITY REPRESENTATIVE SHALL BE GIVEN 48 HOURS MINIMUM NOTICE PRIOR TO PIGGING OR FLUSHING.

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

NOTES:

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

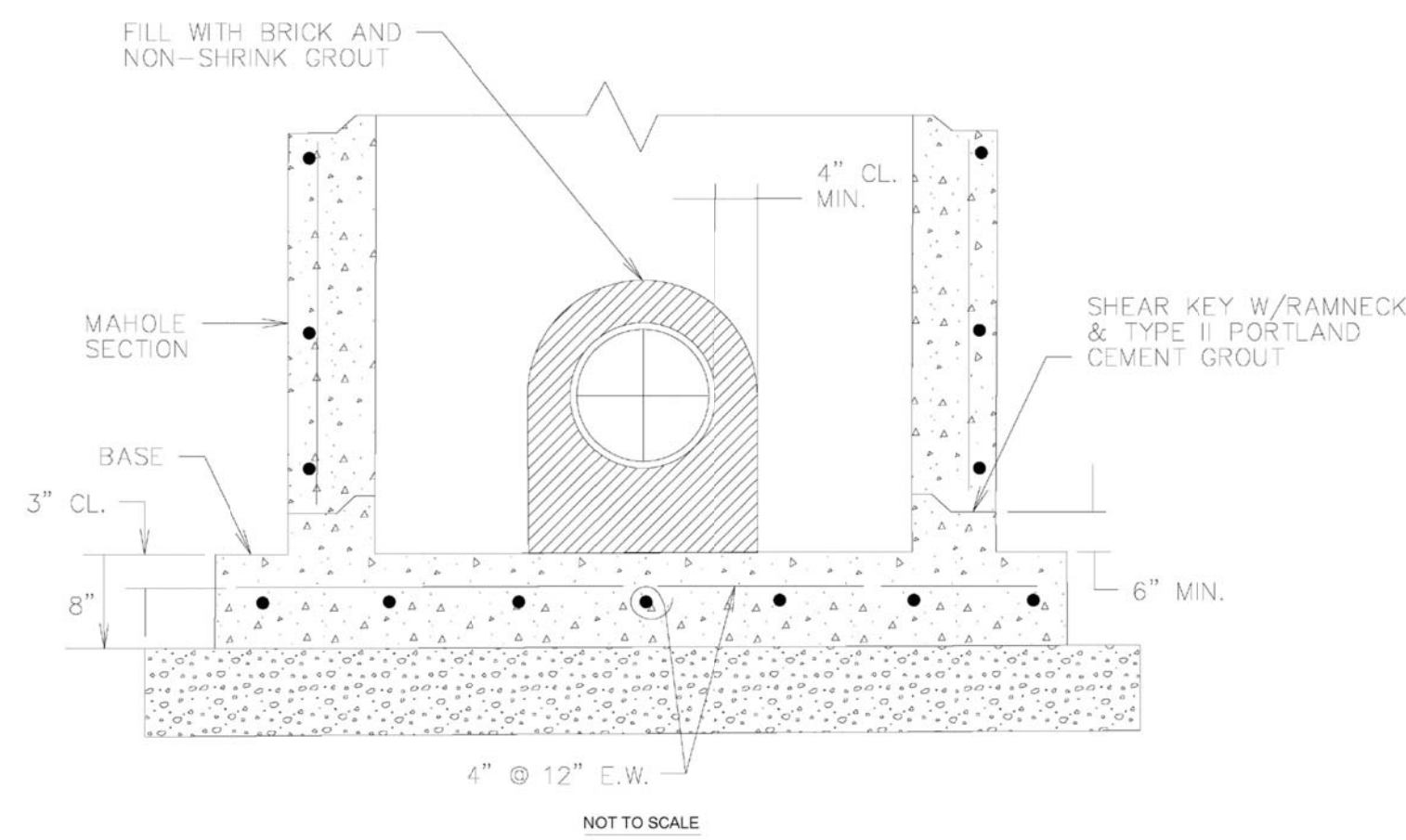
PIPE PIGGING DETAIL



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

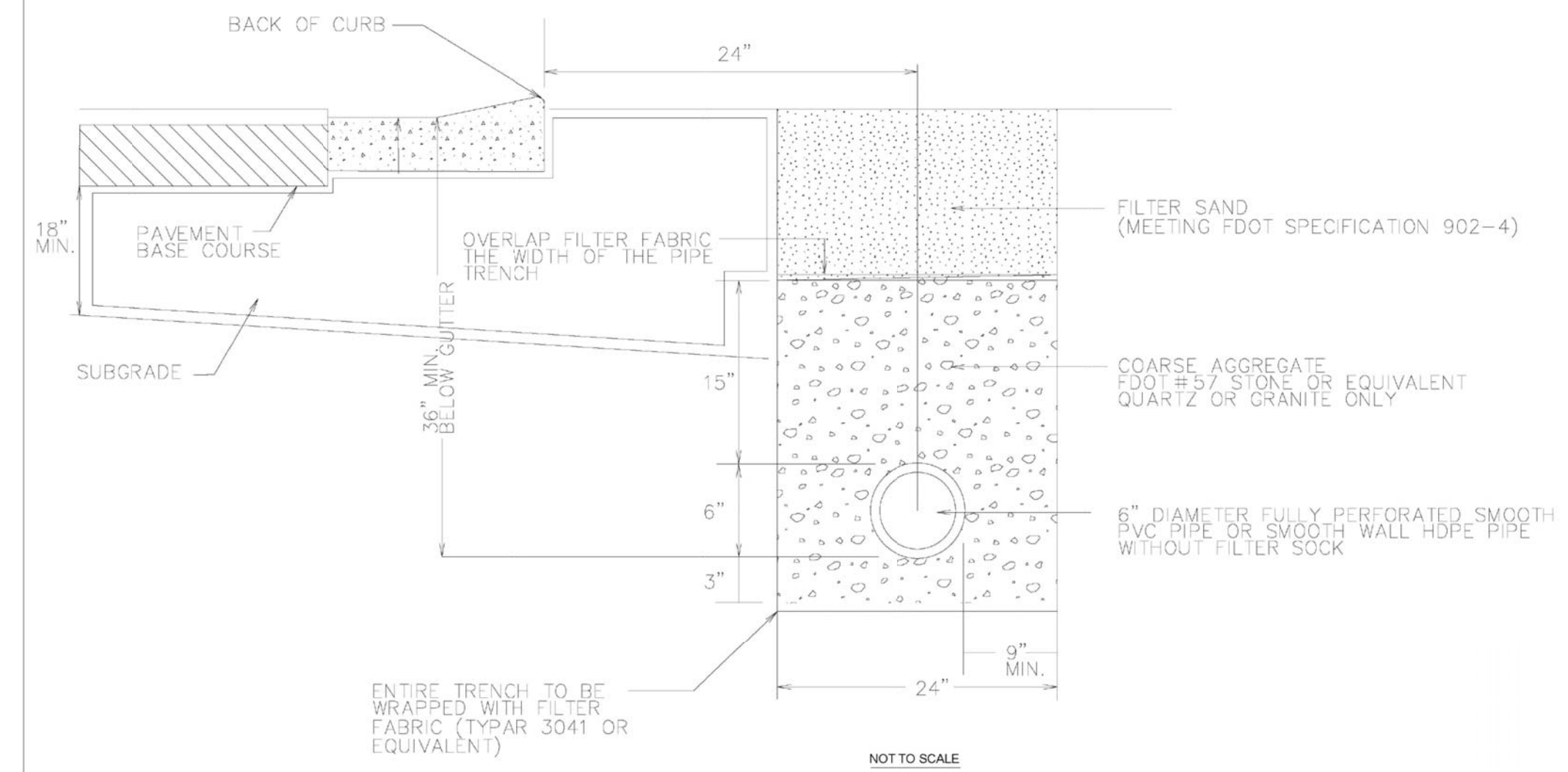
ALL BACKFILL COMPACTION SHALL BE 98% OF MAXIMUM DENSITY.

PAVEMENT RESTORATION DETAIL

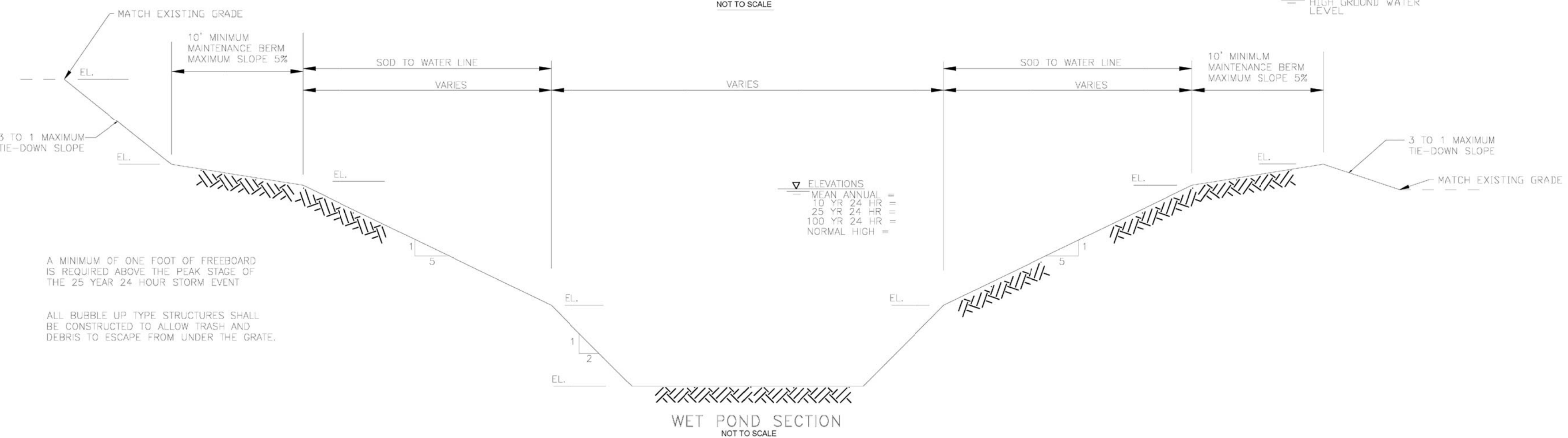
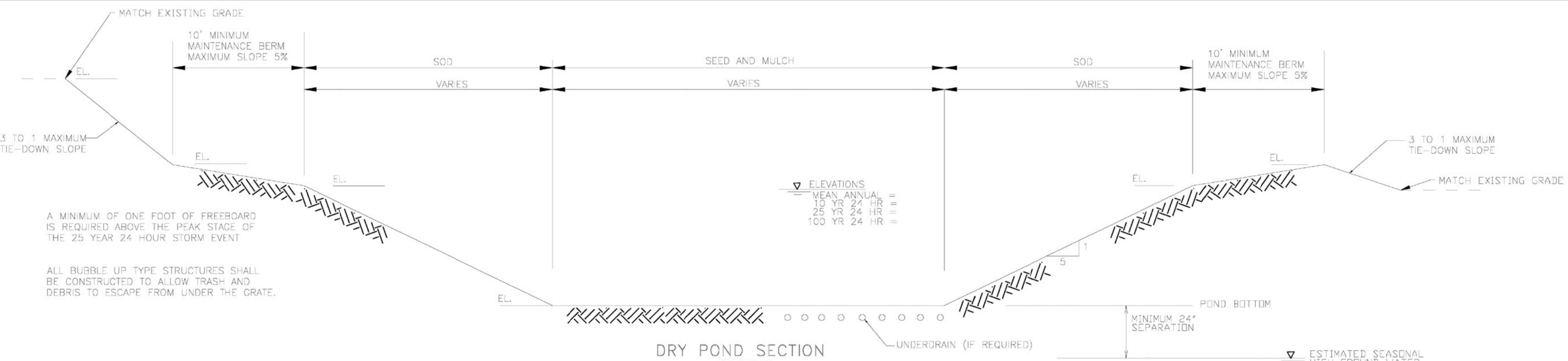


- TO CONSTRUCT NEW MANHOLE OVER EXISTING SEWER, SLIDE BASE UNDER PIPE AND SET MANHOLE SECTION ON TOP.
- FOR ADDITIONAL DETAILS NOT SHOWN, SEE "GRAVITY SEWER MANHOLE STANDARD".
- AT THE END OF THE PROJECT, ALL CORPORATIONS TO BE REMOVED AND CORPORATION PLUGS TO BE INSTALLED. CONTRACTOR SHALL BE RESPONSIBLE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

GRAVITY SEWER DOGHOUSE MANHOLE



UNDERDRAIN DETAIL



POND SECTIONS

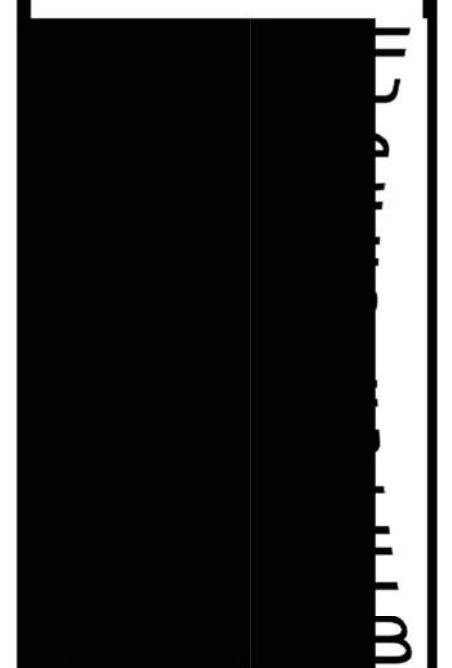


STREET SIGN BLADE DETAIL

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

DATE	
ITEM	
NO.	

CITY OF WINTER GARDEN, FLORIDA
STANDARDS AND SPECIFICATIONS



STANDARD DETAILS
FOR
MISCELLANEOUS DETAILS

DATE
APRIL 2014
SHEET
11
11 OF 11

GENERAL NOTES

- 1) INSTALL ALL DRIP TUBING AT GROUND LEVEL AFTER PLANT INSTALLATION. INSTALL NETAFIM TL56 U SHAPED WIRE STABILIZERS A MIN. OF 4" O.C. TO HOLD THE LINES IN PLACE.
- 2) KEEP ALL DRIP LINE CLEAN AT ALL TIMES BEFORE THE FINAL CONNECTION. ALL TUBE ENDS SHALL BE INTERCONNECTED TO ALL OTHER DRIP TUBES. DO NOT DEAD END TUBING. SINGLE ROWS SHALL HAVE AN END CAP AND NOT BENT OVER OR TAPED.
- 3) AVOID SHARP BENDS IN THE TUBING. DO NOT BEND THE TUBING WITH LESS THEN A 12" RADIUS. THERE SHALL NOT BE ANY KINKS IN THE TUBING.
- 4) ALL DRIP TUBING SHALL HAVE UNIFORM SPACING AND BURIAL DEPTH. THE PLAN DOES NOT ALWAYS REFLECT THE EXACT SPACING OR LAYOUT OF THE TUBING. LAYOUT THE TUBING DOWN THE LONGEST WIDTH WHEN POSSIBLE. ADAPT THE TUBING TO CURVED BEDS OR PLANTERS AS REQUIRED. ADJUST AND ADAPT THE TUBING FOR ALL TREES. REFER TO THE TREE DRIP RING DETAIL.
- 5) INSTALL DRIP TUBING TO ALL AREAS THAT SHALL RECEIVE PLANT MATERIAL. SEE THE LANDSCAPE PLAN FOR THE EXACT LOCATIONS. THERE SHALL BE A MINIMUM OF TWO ROWS OF TUBING ON A SINGLE ROW OF PLANTS.
- 6) SPACE TUBING AS NOTED ON THE PLAN. DO NOT SNAKE TUBING BACK AND FORTH EXCEPT WHERE SHOWN ON THE PLAN. ALWAYS INSTALL A HEADER PIPE UNLESS THE TOTAL GALLONAGE OF AN AREA IS 3 GPM OR LESS.
- 7) REFER TO THE MANUFACTURERS DRIP INSTALLATION MANUAL FOR INSTALLATION INSTRUCTIONS. ALL FITTINGS SHALL BE THE SAME TYPE AND MANUFACTURER AS THE DRIP TUBING.
- 8) ALWAYS FLUSH ALL LINES BEFORE FINAL CONNECTION.
- 9) INSTALL A "SYSTEM ON" INDICATOR FLAG ON EVERY ZONE WHERE IT IS SEEN FROM THE CONTROL VALVE.
- 10) ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.
- 11) ALL CONTROL WIRES SPLICES SHALL BE MADE IN VALVE BOXES USING 3M DBR-Y CONNECTORS AND SEALANT AND ALL WIRE SHALL BE 14 GAUGE, EXCEPT AS DETAILED FOR TWO-WIRE SYSTEMS.
- 12) ANY PIPING SHOWN OUTSIDE THE PROPERTY LINE OR RUNNING OUTSIDE A LANDSCAPE AREA IS SHOWN THERE FOR CLARITY ONLY. ALL LINES SHALL BE INSTALLED ON THE PROPERTY AND INSIDE THE LANDSCAPE AREAS OR INSIDE A SCH. 40 SLEEVE.
- 13) THE CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE ANY EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIRS AND COST OF ANY DAMAGE CAUSED BY THEIR WORK.
- 14) INSTALL FLUSH VALVES WHERE SHOWN AT THE ENDS OF EACH RUN OF DRIP TUBING AND ONE FOR EVERY 15 GPM OF TUBING.
- 15) CLEARLY AND NEATLY MARK THE TOP OF EACH VALVE BOX WITH THE TYPE OF EQUIPMENT THAT IT CONTAINS. (I.E. VALVE, FLUSH VALVE, ETC.)
- 16) THE DRIP ZONE VALVE ASSEMBLY SHALL BE PLACED INSIDE AN ARMOR JUMBO VALVE BOX. THE VALVE SHALL BE INSTALLED AS PER THE DETAIL ON THE PLANS.
- 17) THE DRIP TUBING SHALL HAVE EMITTERS EVERY 12" AND SHALL BE SPACED 12" APART IN GROUND COVER BEDS AND A MINIMUM OF TWO RUNS FOR EACH ROW OF SHRUBS WHEN THE SHRUBS ARE SPACED FARTHER THAN 2' ON CENTER.
- 18) REFER TO THE ZONE CONTROL KIT DETAIL FOR FILTER SIZES.
- 19) THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THEIR WORK WITH THE LANDSCAPE CONTRACTOR.
- 20) REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREES AND SHRUBS. HAND DIG AROUND ANY EXISTING TREES. DO NOT CUT ANY ROOTS OVER 2" IN DIAMETER.
- 21) THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING SHOWING ALL IRRIGATION INSTALLATION. THE CONTRACTOR SHALL NEATLY MARK IN RED INK ON WHITE BOND PAPER ANY INSTALLATION THAT DEVIATES FROM THE PLAN. THE AS-BUILT DRAWING SHALL ALSO LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES. MEASUREMENTS SHALL BE MARKED ON THE PLAN EVEN WHEN THE EQUIPMENT IS INSTALLED IN THE EXACT LOCATION AS THE PLAN.
- 22) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP. (OR AS OUTLINED IN THE WRITTEN SPECIFICATIONS)
- 24) 48 HOURS BEFORE DIGGING, CALL 1-800-432-4770 (SUNSHINE STATE ONE CALL CENTER)

LEGEND

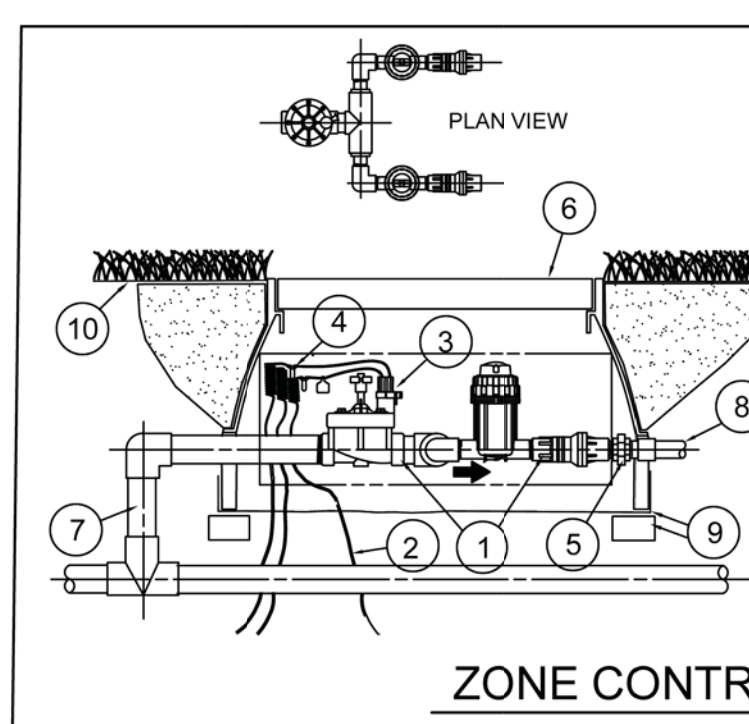
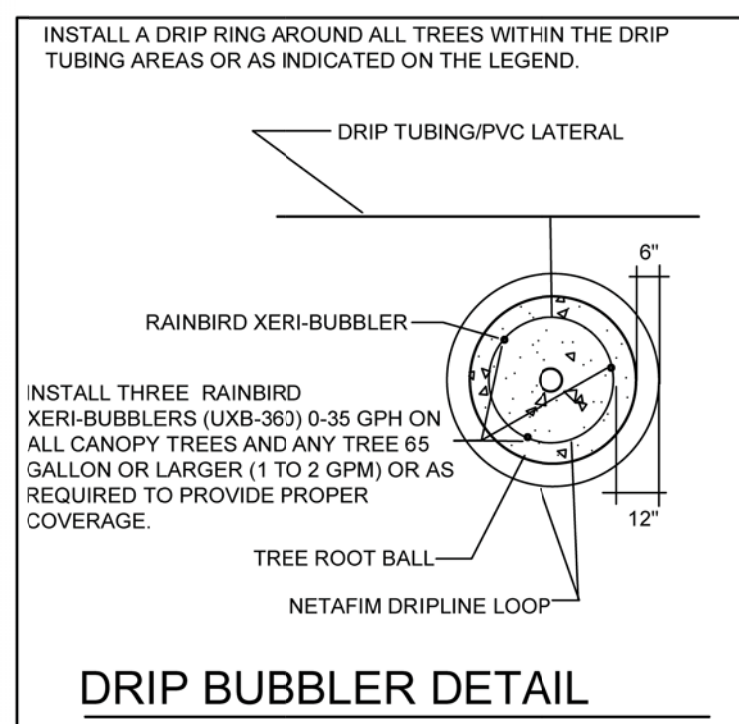
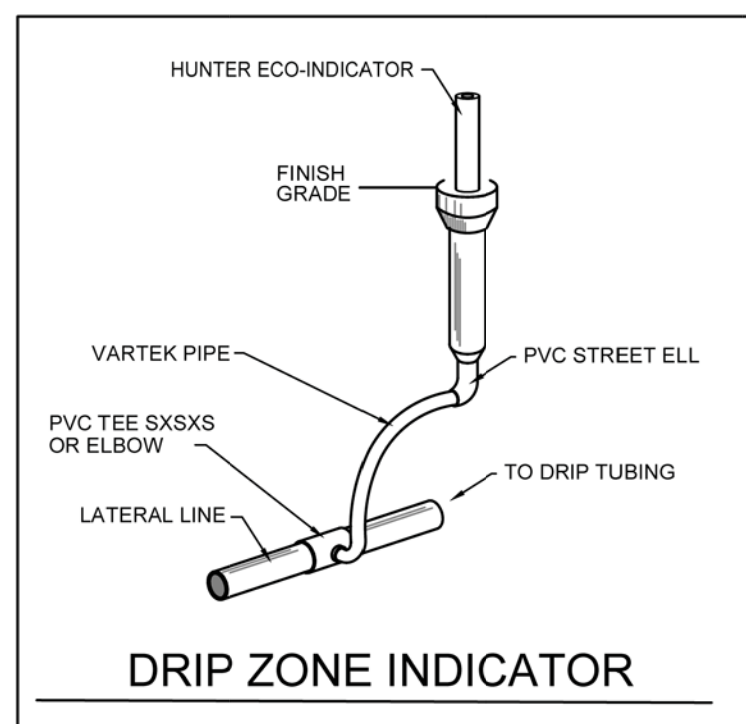
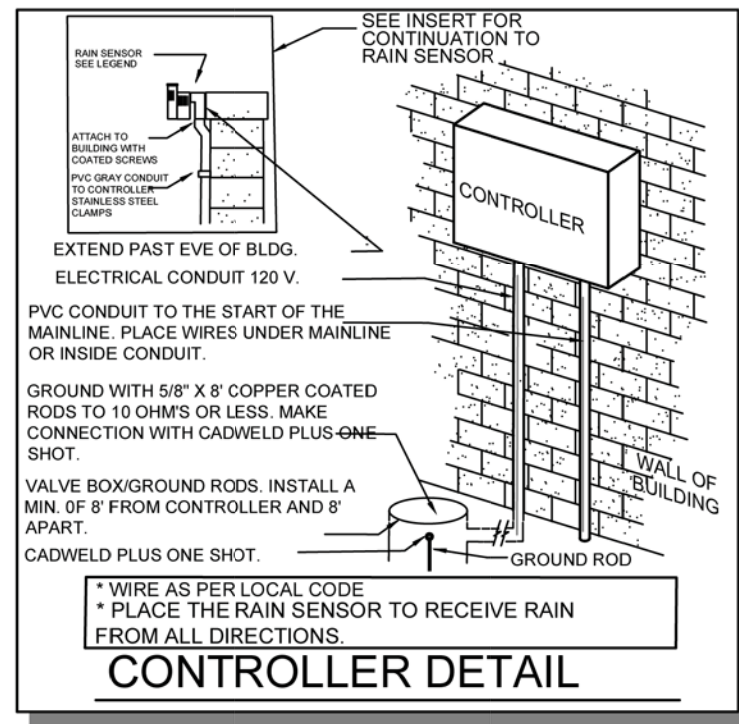
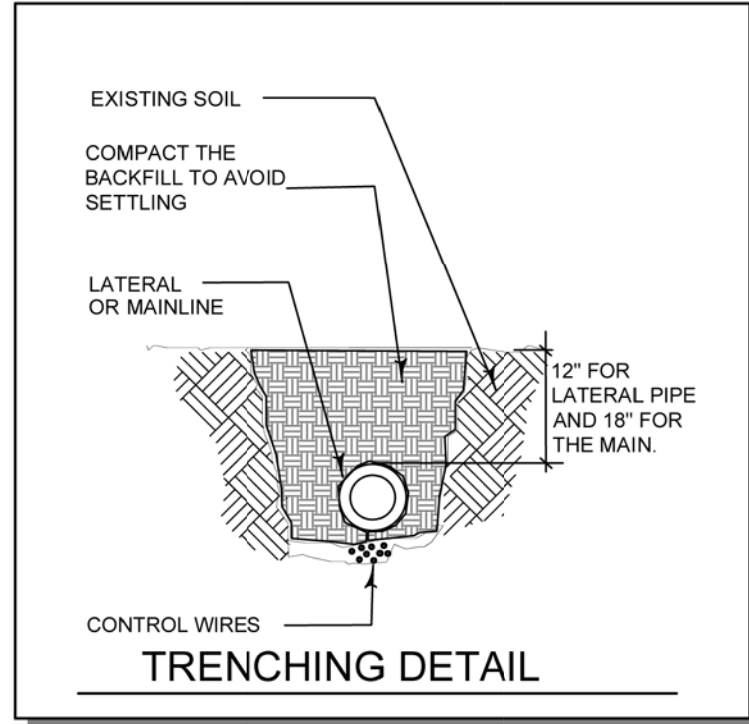
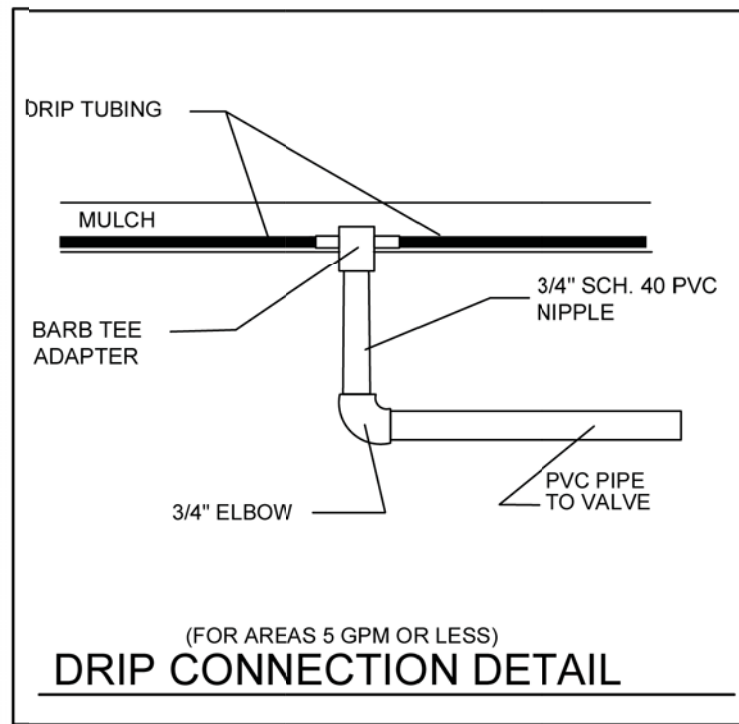
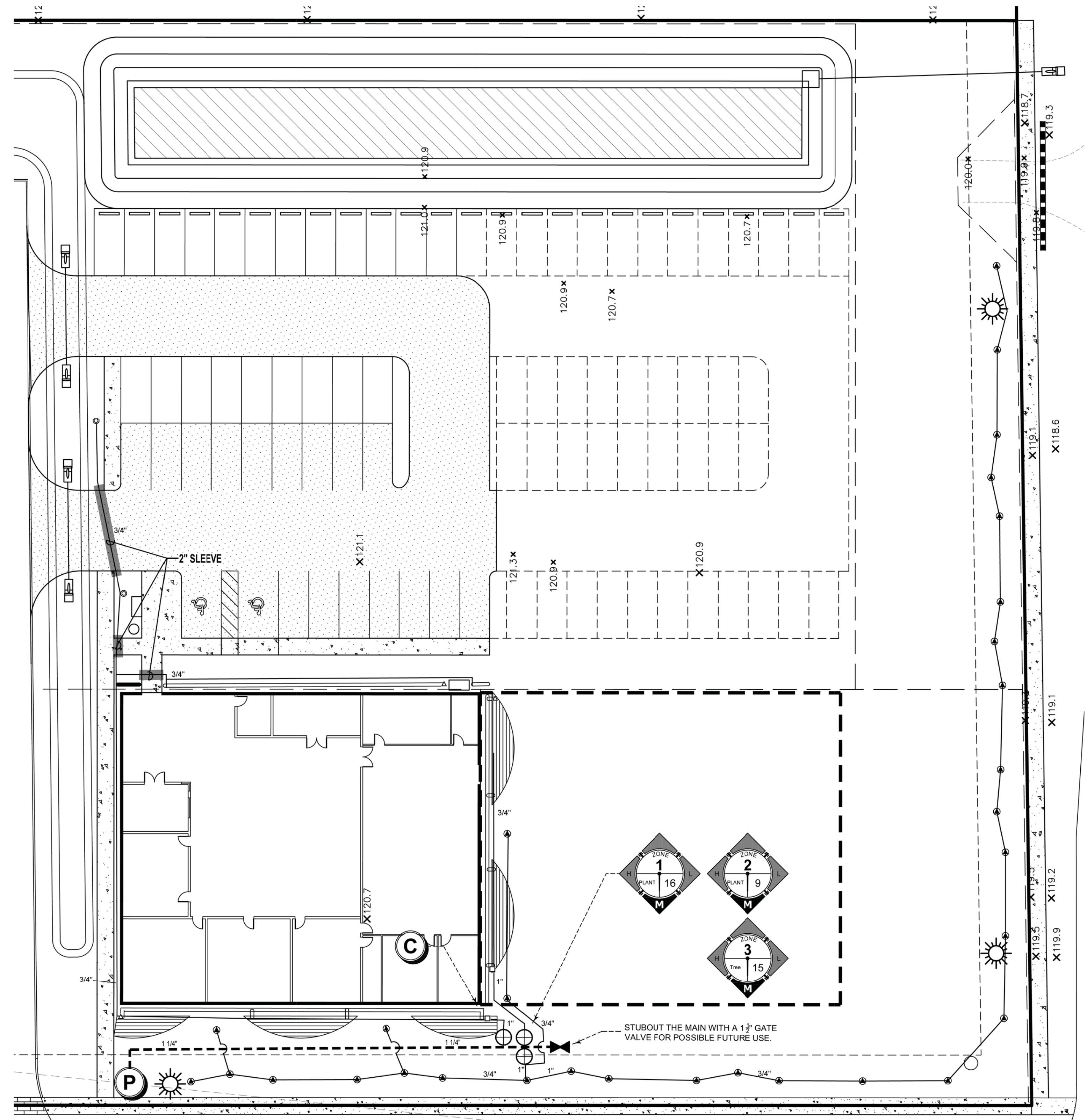
HUNTER OR RAINBIRD DRIP PRODUCTS ARE ACCEPTABLE

	NETAFIM DRIP BUBBLER TREE RING- REFER TO DRIP BUBBLER DETAIL
	HUNTER DRIP ZONE ECO-INDICATOR- REFER TO THE DETAIL
	NETAFIM FLUSH VALVE
	NETAFIM TECHLINE CV 17MM DRIP TUBING- 1 GPH EMITTERS EVERY 12". PLACE ROWS 12" APART IN ALL GROUND COVER BEDS. INSTALL A DOUBLE ROW ON ALL HEDGE ROWS. REFER TO ALL NOTES AND DETAILS ON THIS SHEET.
	TWO HUNTER AFB ADJUSTABLE FLOOD BUBBLERS PER TREE.
	CLASS 200 PVC MAINLINE-1 1/4"
	CLASS 200 PVC LATERAL LINE- SIZE AS SHOWN UNTIL A SMALLER SIZE IS SHOWN. MINIMUM SIZE OF 3/4"
	SCH. 40 SLEEVE (MINIMUM OF 24" DEPTH AND 2 SIZES LARGER THAN THE PIPE SIZE OR AS LABELED ON THE PLAN)
	HUNTER ZONE CONTROL KIT- REFER TO THE DETAIL.
	CONTROLLER- HUNTER ICC2. WHERE SHOWN ON THE PLAN. INSTALL WITH A HUNTER WIRELESS MINI-CLIK RAIN SENSOR. GROUND WITH A MINIMUM 8" COPPER CLAD ROD. SLEEVE TO AS REQUIRED.
	POINT OF CONNECTION TO A 1" POTABLE IRRIGATION METER AND BACKFLOW PREVENTER. REFER TO THE UTILITY PLAN FOR THE EXACT LOCATION AND DETAILS.

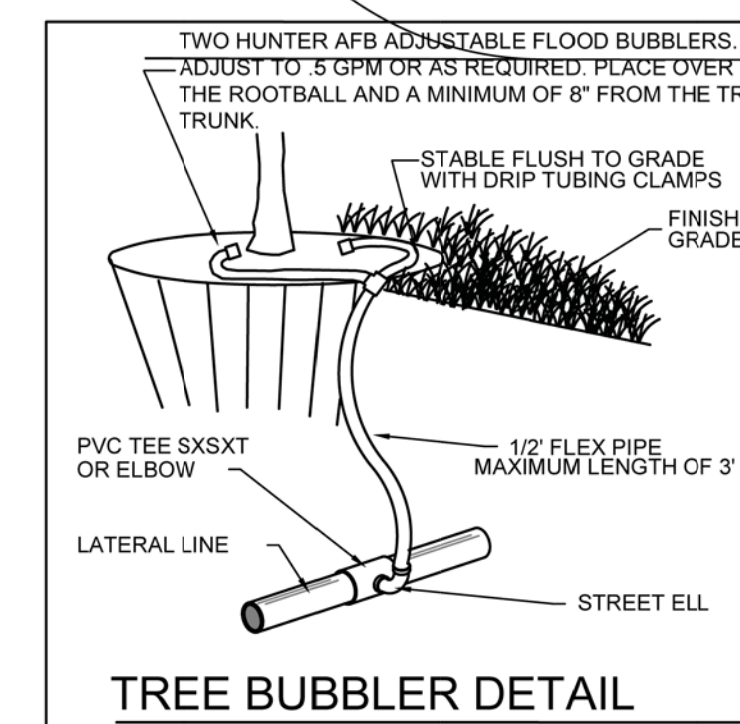
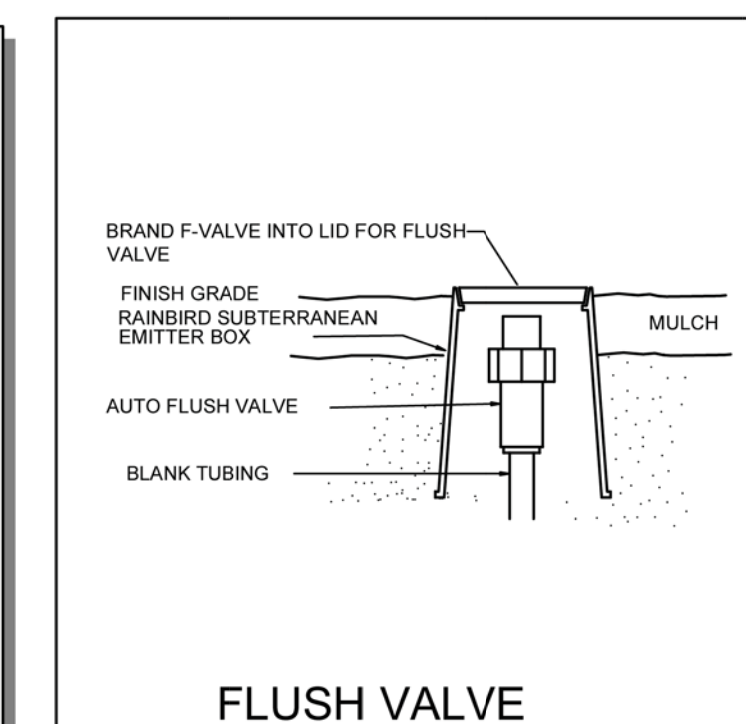
ZONE CHART

ZONE	PLANT (TYPE)	IRRIGATION (TYPE)	WATER (DEMAND)	PRECIP. (RATE) (IN. PER WEEK REQ.)	APPLIC. (GPM)	GPM (PER CYCLE)	MINUTES (PER CYCLE)	TOTAL (GALLONS)
1	PLANT	DRIP	MEDIUM	1.5	1.0	16	20	320
2	PLANT	DRIP	MEDIUM	1.5	1.0	9	20	180
3	TREE	BUBBLER	MEDIUM	1.5	1.0	15	20	300
TOTAL GPM PER RUN CYCLE						40	60	800
TOTAL GPM PER WEEK (PEAK WEEKLY DEMAND)						1,600		

THE RUN TIMES SHOWN FOR THE ZONE IS FOR ONE RUN CYCLE AND WILL PROVIDE HALF THE REQUIRED AMOUNT OF WATER NEEDED PER WEEK. TWO RUN CYCLES PER WEEK ARE REQUIRED TO PROVIDE THE TOTAL WEEKLY REQUIREMENT. ALL RUN TIMES SHALL BE SET TO FOLLOW THE CURRENT WATER MANAGEMENT DISTRICT REGULATIONS AND REDUCED TO ONLY ONE RUN TIME PER WEEK WHEN RESTRICTED BY DAYLIGHT SAVINGS TIME OR WATER RESTRICTIONS. THE ZONE CHART IS PROVIDED AS A GENERAL OUTLINE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE TO SET THE RUN TIMES BASED ON THE SPECIFIC SITE CONDITIONS AND PLANT REQUIREMENTS. THIS SHALL INCLUDE, BUT NOT LIMITED TO, SOIL TYPE, DRAINAGE, SLOPES, SUN EXPOSURE AND THE ESTABLISHMENT PERIOD. THE TOTAL GPM REQUIRED PER YEAR WILL BE LESS THAN THE PEAK DEMAND PER WEEK TIMES 52 WEEKS, BASED ON THE RUN TIMES BEING REDUCED BY SENSORS AND A REDUCED WATER DEMAND IN THE WINTER MONTHS.



- ### LEGEND
1. HUNTER ICZ-101 1" CONTROL ZONE KIT. (0-20 GPM)
 2. HUNTER ICZ-151 1 1/2" CONTROL ZONE KIT. (21-60 GPM)
 3. CONTINUE 14 GAUGE WIRE TO THE CONTROLLER. INSTALL THE WIRE UNDER THE MAIN. INSTALL IN CONDUIT WHERE THE MAIN DOES NOT CONTINUE. (EXCEPT TWO-WIRE SYSTEMS)
 4. HUNTER ICV VALVE
 5. WATERPROOF CONNECTORS (DBY ON TWO-WIRE SYS.)
 6. PVC UNION FOR SERVICING ASSEMBLY.
 7. JUMBO PLASTIC VALVE BOX.
 8. PVC PIPE FROM POINT OF CONNECTION. (45 OR 90 DEG.)
 9. PVC PIPE TO IRRIGATION ZONE.
 10. SOIL SEPARATOR FABRIC W/ BRICK UNDER EACH CORNER
 11. FINISHED GRADE.
- REFER TO THE DECODER DETAILS FOR TWO-WIRE SYSTEMS FOR DECODERS, WIRE SPECIFICATIONS AND WIRE NUTS.



DATE	REVISION

Irrigation Plan
Boys & Girls Club of Central Florida
West Orange Branch

JEC june engineering consultants, inc.
23 W. Joiner Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00031567
DRAWN BY: LWS
DATE: 2/17/22
CHECKED BY: RAJ
DATE: 2/17/22
SCALE: 1" = 20'

ROHLAND ALLEN JUNE II
PE# 41949

JOB NO. 0359
SHEET 1-1
OF 151

(PARENT TRACT)

LEGAL DESCRIPTION

A Parcel of land lying in a portion of the Northwest 1/4 of Section 24, Township 22 South, Range 27 East of Orange County, Florida. Being more particularly described as follows:

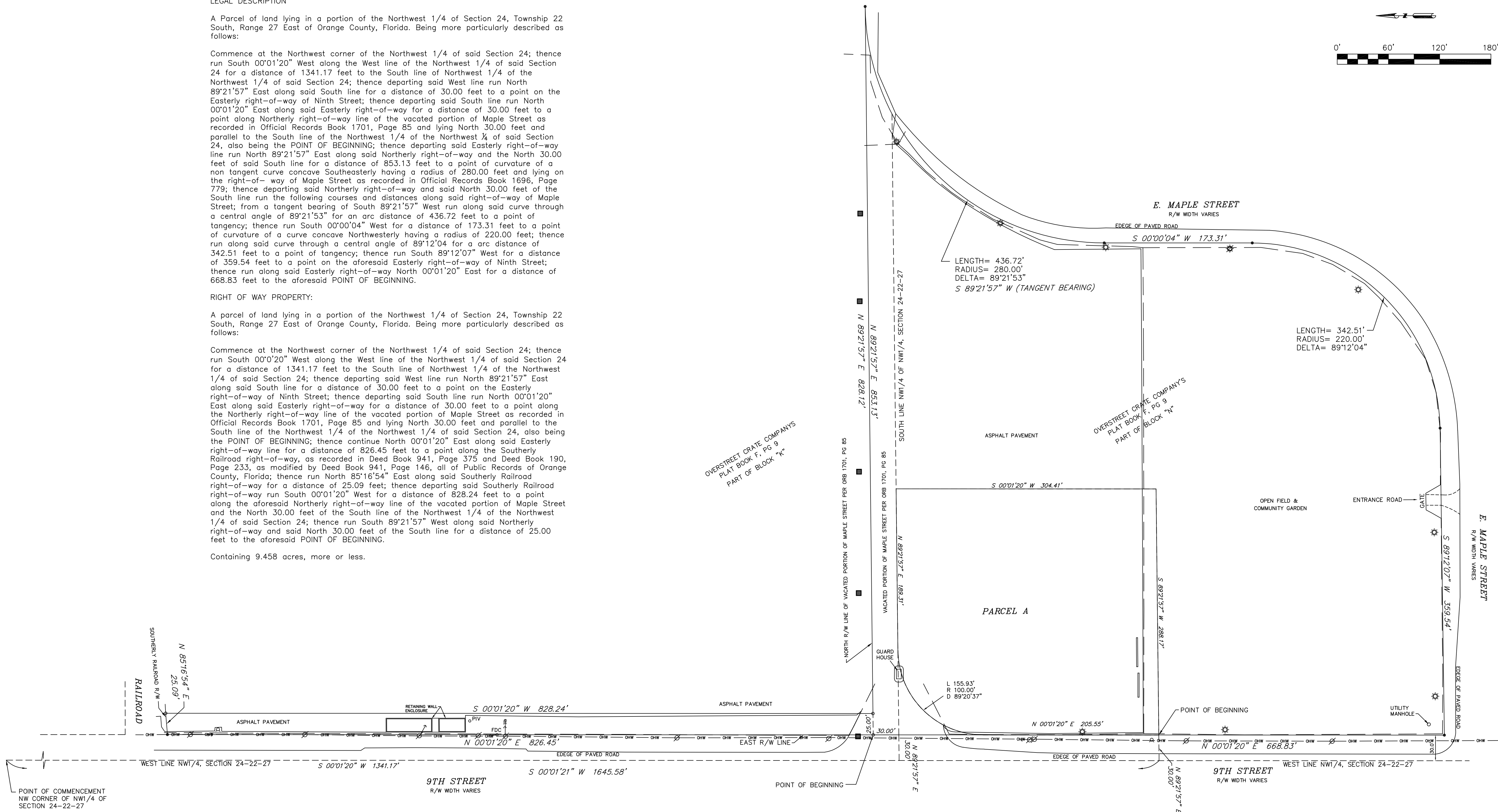
Commence at the Northwest corner of the Northwest 1/4 of said Section 24; thence run South 00°01'20" West along the West line of the Northwest 1/4 of said Section 24 for a distance of 1341.17 feet to the South line of Northwest 1/4 of the Northwest 1/4 of said Section 24; thence departing said West line run North 89°21'57" East along said South line for a distance of 30.00 feet to a point on the Easterly right-of-way of Ninth Street; thence departing said South line run North 00°01'20" East along said Easterly right-of-way for a distance of 30.00 feet to a point along Northerly right-of-way line of the vacated portion of Maple Street as recorded in Official Records Book 1701, Page 85 and lying North 30.00 feet and parallel to the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 24, also being the POINT OF BEGINNING; thence departing said Easterly right-of-way line run North 89°21'57" East along said Northerly right-of-way and the North 30.00 feet of said South line for a distance of 853.13 feet to a point of curvature of a non tangent curve concave Southeasterly having a radius of 280.00 feet and lying on the right-of-way of Maple Street as recorded in Official Records Book 1696, Page 779; thence departing said Northerly right-of-way and said North 30.00 feet of the South line run the following courses and distances along said right-of-way of Maple Street; from a tangent bearing of South 89°21'57" West run along said curve through a central angle of 89°21'53" for an arc distance of 436.72 feet to a point of tangency; thence run South 00°00'04" West for a distance of 173.31 feet to a point of curvature of a curve concave Northwesterly having a radius of 220.00 feet; thence run along said curve through a central angle of 89°12'04" for an arc distance of 342.51 feet to a point of tangency; thence run South 89°12'07" West for a distance of 359.54 feet to a point on the aforesaid Easterly right-of-way of Ninth Street; thence run along said Easterly right-of-way North 00°01'20" East for a distance of 668.83 feet to the aforesaid POINT OF BEGINNING.

RIGHT OF WAY PROPERTY:

A parcel of land lying in a portion of the Northwest 1/4 of Section 24, Township 22 South, Range 27 East of Orange County, Florida. Being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of said Section 24; thence run South 00°01'20" West along the West line of the Northwest 1/4 of said Section 24 for a distance of 1341.17 feet to the South line of Northwest 1/4 of the Northwest 1/4 of said Section 24; thence departing said West line run North 89°21'57" East along said South line for a distance of 30.00 feet to a point on the Easterly right-of-way of Ninth Street; thence departing said South line run North 00°01'20" East along said Easterly right-of-way for a distance of 30.00 feet to a point along the Northerly right-of-way line of the vacated portion of Maple Street as recorded in Official Records Book 1701, Page 85 and lying North 30.00 feet and parallel to the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 24, also being the POINT OF BEGINNING; thence continue North 00°01'20" East along said Easterly right-of-way line for a distance of 826.45 feet to a point along the Southerly Railroad right-of-way, as recorded in Deed Book 941, Page 375 and Deed Book 190, Page 233, as modified by Deed Book 941, Page 146, all of Public Records of Orange County, Florida; thence run North 85°16'54" East along said Southerly Railroad right-of-way for a distance of 25.09 feet; thence departing said Southerly Railroad right-of-way run South 00°01'20" West for a distance of 828.24 feet to a point along the aforesaid Northerly right-of-way line of the vacated portion of Maple Street and the North 30.00 feet of the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 24; thence run South 89°21'57" West along said Northerly right-of-way and said North 30.00 feet of the South line for a distance of 25.00 feet to the aforesaid POINT OF BEGINNING.

Containing 9.458 acres, more or less.



(PARCEL A)

LEGAL DESCRIPTION

A Parcel of land lying in a portion of the Northwest 1/4 of Section 24, Township 22 South, Range 27 East of Orange County, Florida. Being more particularly described as follows:

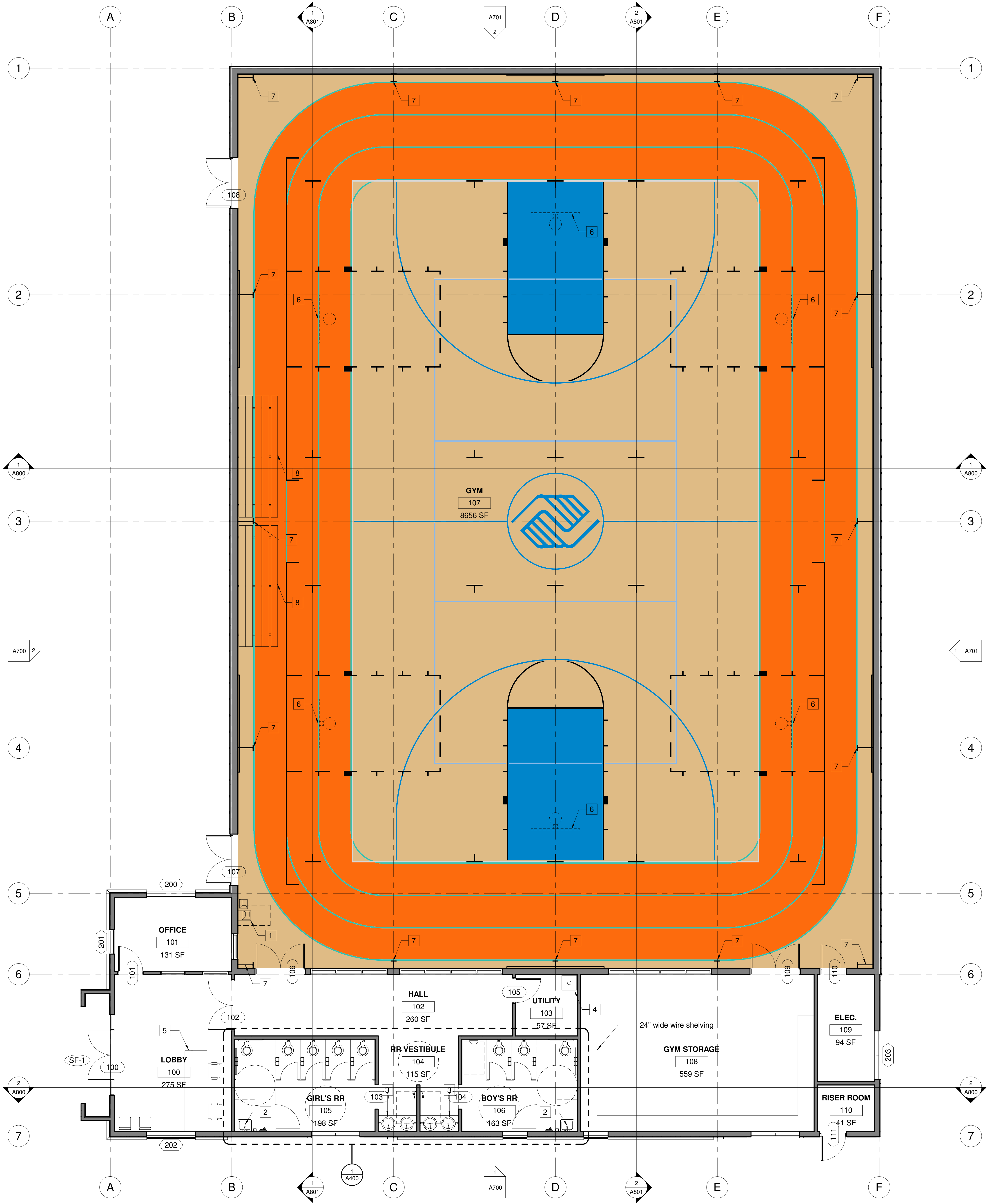
Commence at the Northwest corner of the Northwest 1/4 of Section 24, Township 22 South, Range 27 East of Orange County, Florida; thence run South 00°01'20" West along the West line of the Northwest 1/4 of said Section 24 for a distance of 1645.58 feet; thence departing said West line run North 89°21'57" East 30.00 feet to a point on the East right-of-way line of Ninth Street and the POINT OF BEGINNING; thence North 00°01'20" East along said East right of way line 205.55 feet to the beginning of a tangent curve, concave to the Southeast having a radius of 100.00 feet; thence run along the arc of said curve through a central angle of 89°20'37", a distance of 155.93 feet to a point of tangency and the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 24; thence North 89°21'57" East along said South line 189.31 feet; thence South 00°01'20" West 304.41 feet; thence South 89°21'57" West 288.17 feet to the POINT OF BEGINNING.

Containing 1.966 acres, more or less.

- LEGEND & ABBREVIATIONS**
- ORB = OFFICIAL RECORDS BOOK
 - FDC = FIRE DEPARTMENT CONNECTION
 - PIV = POST INDICATOR VALVE
 - L = LENGTH
 - R = RADIUS
 - D = DELTA
 - CHW — = OVERHEAD WIRES
 - = FENCE LINE
 - ⊗ = UTILITY POLE
 - ★ = LIGHT POLE
 - ☆ = FIRE HYDRANT
 - = SET 1/2" IRON ROD #LB8060
 - = SET NAIL & DISC #LB8060
 - = FLAT GRATE INLET

SURVEYOR'S REPORT:

1. SURVEY BASED ON TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY WITH EFFECTIVE DATE: MAY 29, 2015.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS WERE NOT LOCATED EXCEPT AS NOTED.
3. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON THE W LINE OF NW1/4 OF SECTION 24-22-27 AS BEING S 00°01'20" W, PER DEED.



AREA TABULATION	
AREA NAME	GROSS AREA
GYM	8930 SF
SUPPORTING PROGRAM	2080 SF
TOTAL SQUARE FOOTAGE	11010 SF

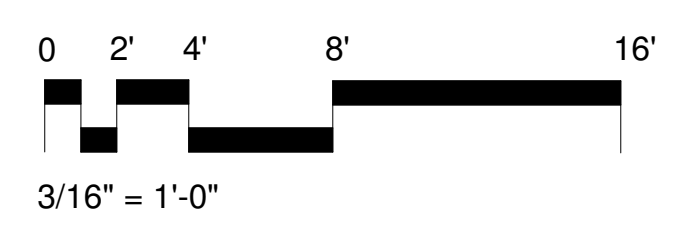
WALL TYPE LEGEND	
	8" Z GIRT PEMB STRUCTURAL WALL
	6" METAL STUD WALL
	4" METAL STUD WALL

GENERAL NOTES

1. ALL NEW INTERIOR WALLS ARE MTL. STUD WITH DRYWALL OR TILE BACKER BOARD UNLESS NOTED OTHERWISE.
2. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUCTED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN. REFER TO ARCHITECT FOR ANY PLAN CONFLICTS.
3. SUBMIT CASEWORK, DOORS/HARDWARE SHOP DRAWINGS FOR OWNER/ARCHITECT APPROVAL.
4. CONFIRM ALL HORIZONTAL DIMENSIONS W/ PLANS AND IN FIELD PRIOR TO PROCUREMENT, FABRICATION, & INSTALLATION IN CONSTRUCTION PHASE.
5. ALL INTERIOR AND EXTERIOR FINISHES TO BE SELECTED & APPROVED BY OWNER, IN ADDITION TO COLORS.
6. ALL ELECTRICAL FIXTURES AS SELECTED AND APPROVED BY OWNER/ARCHITECT.
7. ROOM SQ. FT. ON FLOOR PLAN ARE NET ROOM AREA REFER TO AREA TABULATION FOR GROSS BUILDING AREA.
8. ALL EQUIPMENT & FIXTURES BY OTHERS & TO BE COORDINATED BY GENERAL CONTRACTOR, GENERAL CONTRACTOR REQUIRED TO PROVIDE SUBMITTALS TO ARCHITECT FOR REVIEW & APPROVAL.
9. FOR ALL INTERIOR FINISHES, ID DRAWINGS SHALL TAKE PRECEDENCE OVER ARCHITECTURAL DRAWINGS IF ANY CONFLICTS ARISE.

KEYNOTES

- 1 HI-LO DRINKING FOUNTAIN LOCATION, APRON SKIRT BLW. PER NFPA
- 2 WALL-MOUNTED SINK, REFER TO MEP DWGS.
- 3 ADA COUNTERTOP AND SINK, REFER TO MEP DWGS.
- 4 SERVICE SINK, REFER TO MEP DWGS.
- 5 RECEPTION DESK W/ 42" HT. SERVICE COUNTER
- 6 CEILING SUSPENDED FORWARD-FOLDING MOTORIZED BASKETBALL HOOP
- 7 PEMB STRUCTURE, REFER TO OTHERS FOR SIZING
- 8 TIP & ROLL BLEACHER



1 FIRST FLOOR PLAN - NOTES
3/16" = 1'-0"



TOTAL SOLUTIONS GROUP
258 Southhall Lane, Suite 200
Maitland, Florida, 32751
(407) 880 2333

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BOYS & GIRLS CLUB OF CENTRAL FLORIDA GYM

459 9TH ST
WINTER GARDEN, FL 34787

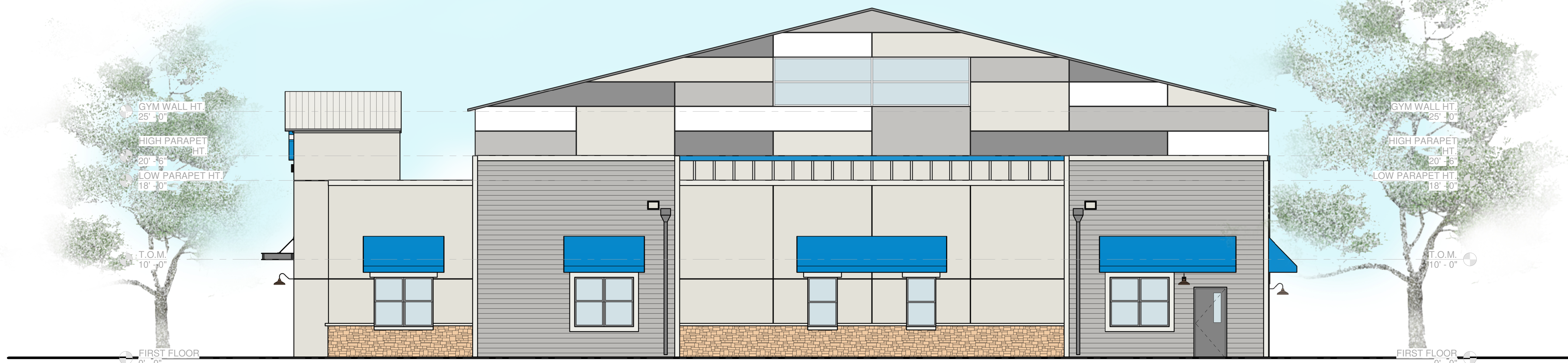
SCHEMATIC DESIGN

Revision Schedule		
NO.	DESCRIPTION	DATE
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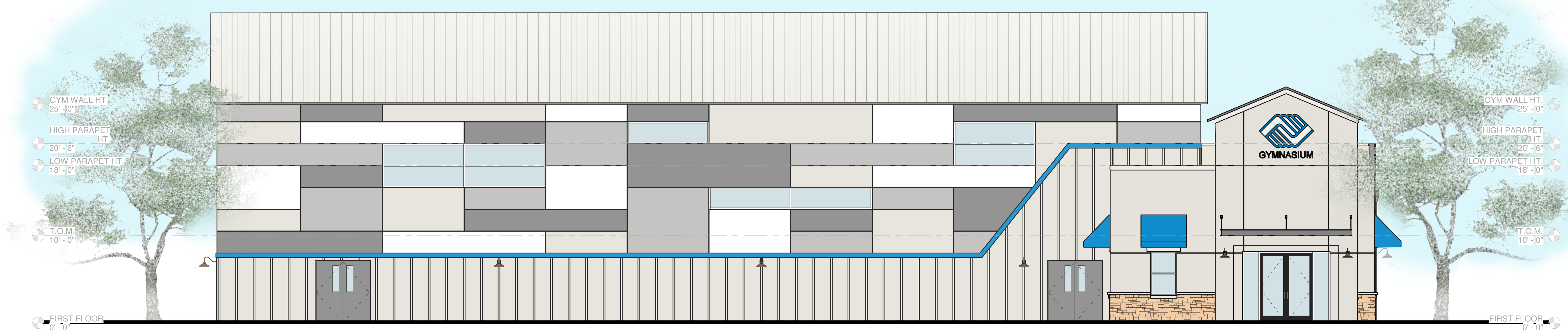
Permit #
Publish Date: 4/12/2024 2:38:31 PM
Original Issue Date: 03/09/24
Drawn By: SL
Reviewed By: SL

FLOOR PLAN - NOTES

Project No: 25-01946
Sheet No: **A300**



BUILDING ELEVATION - WEST
SCALE: 3/16" = 1'-0"



BUILDING ELEVATION - NORTH
SCALE: 3/16" = 1'-0"



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BOYS & GIRLS CLUB OF CENTRAL FLORIDA GYM

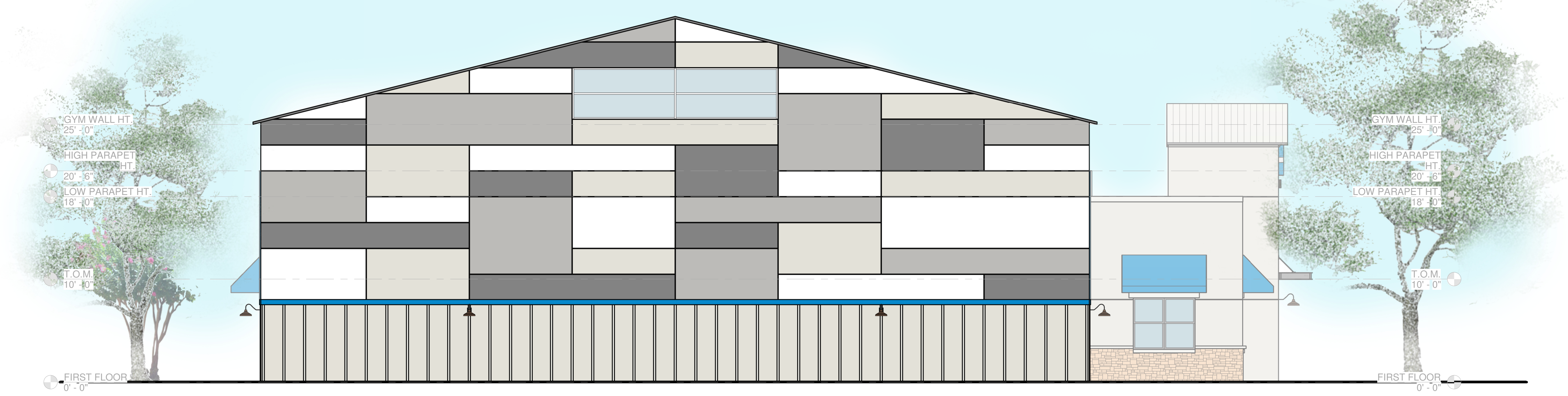
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SCHEMATIC DESIGN

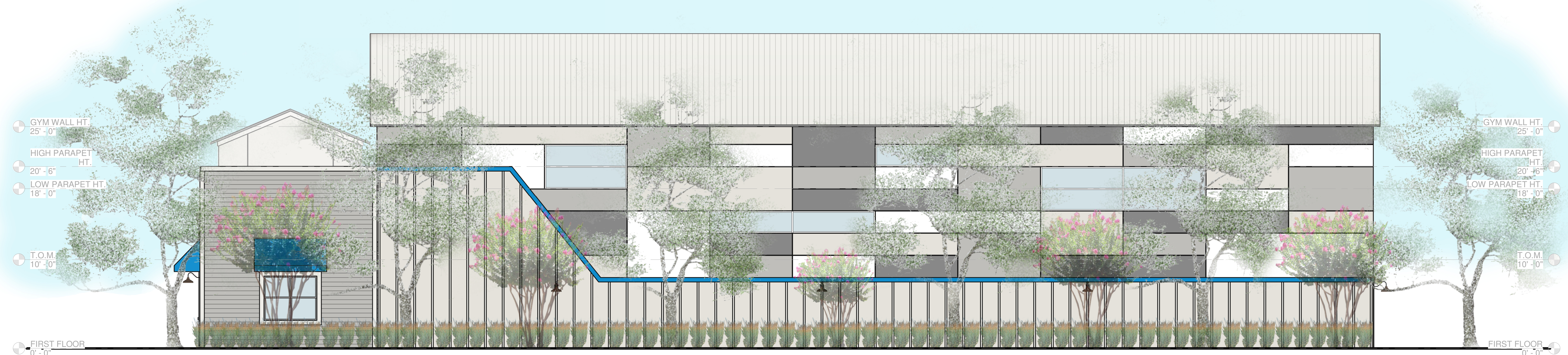
Revision Schedule		
NO.	DESCRIPTION	DATE
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Permit #
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Drawn By: SL
Reviewed By: ST

CONCEPTUAL RENDERINGS
Project No: 25-01946
Sheet No: **A1202**



BUILDING ELEVATION - EAST
SCALE: 3/16" = 1'-0"



BUILDING ELEVATION - SOUTH
SCALE: 3/16" = 1'-0"

SCHEMATIC DESIGN

BOYS & GIRLS CLUB OF CENTRAL FLORIDA GYM

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Revision Schedule		
NO.	DESCRIPTION	DATE
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Permit #
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 Drawn By: SL
 Reviewed By: ST

CONCEPTUAL RENDERINGS

Project No:
25-01946

Sheet No:
A1203

CITY OF WINTER GARDEN

Development Review Committee

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

MEMORANDUM

TO: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: JUNE 24, 2026
SUBJECT: REVIEW OF SITE PLAN
459 9TH STREET – JuneBug Foundation, Inc./ Boys and Girls Club June Family Branch-Gymnasium Addition – 3rd REVIEW – Staff Only

Pursuant to your request, we have reviewed the revised site plan dated 5/28/26 for compliance with the City's stormwater and site requirements. The plan proposes a 10,130 s.f. enclosed basketball court and associated gym building on the 7.49 acre, PCD zoned City-owned property. This was submitted in response to our site plan review of 5/14/26 and DRC meeting of 5/20/26 where it was referred to staff review only. A site plan review for the main building was performed on 12/20/22 and is currently under construction.

ENGINEERING

We recommend approval of the site plan, subject to approval by all other departments and the following conditions and comments:

1. The Planning Department shall review and approve proposed uses/zoning, building elevations, setbacks, **parking count**, landscaping, buffering, lighting, and signage requirements.
2. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.
3. Landscaping shall not encroach on required sight lines at intersections or driveways. Design Engineer has provided certification that sight distance requirements are being met.
4. All irrigation on the site shall be designed to be supplied by reclaimed water and served by a jumper until reclaimed water is available.
5. General Requirements (as noted):
 - a. All gravity sanitary pipe and fittings shall be SDR 26.
 - b. All compaction shall be 98% of the modified proctor maximum density (AASHTO T-180).
 - c. As-built record drawings shall comply with City of Winter Garden requirements available on-line (note on plan).
 - d. All Storm (≥ 12 ") and Sanitary lines (≥ 6 ") shall be inspected by CCTV prior to completion.
 - e. Use City Standard Detail sheets for utilities and public works (see City website).
 - f. If Thermoplastic pipe is used it shall meet all City material and installation requirements as specified in the City's Standards & Specifications including Class I bedding, HP polypropylene pipe (**not HDPE or N-12**), laser profiling, installation per ASTM D2321, etc. (see under on-line forms on website).

- g. All utilities shall be underground pursuant to Code (Sec. 18-33) including electrical power, cable, telephone, etc.
- 6. All utilities shall conform to Chapter 78 of the City Code. Impact fees will be required for any utility connections and shall be paid prior to issuance of building permit and City execution of FDEP permit applications. The site shall be served by City water, sewer and reuse. All utilities required for the development shall be run to the site at the Developer's expense, including potable water, reclaimed water and sanitary sewer. Confirm previous impact fee payments with Building & Utility Billing Departments; a true-up payment may be required.

All irrigation shall be designed to be connected to future reclaimed water mains.

- 7. 100% of the water/sewer impact fees shall be paid prior to site or building permit issuance or execution of FDEP permit applications by the City. Use City Standard Detail Sheets for utilities and public works. All on-site utilities shall be privately owned and maintained.

Plan assumes that existing utilities will be used. **If new or upsized meters are required for the project, additional utility connection fees will be required.**

- 8. FDEP Self-certifications for stormwater and utilities are acknowledged based on the Design Engineer's certification. FDEP NPDES NOI may be required depending on status of existing work.
- 9. Fire sprinkler systems will be required on all buildings \geq 6,000 s.f. with Point of Service (POS), backflow prevention, etc. shown. All work downstream of the POS shall be performed by a licensed fire sprinkler contractor. Fire Department review & approval required.
- 10. All dumpsters shall be enclosed and shall provide 12' minimum inside clearance (each way inside of bollards or gate hardware), and access by solid waste vehicles. Coordinate additional requirements with Public Services Department, Solid Waste Division.
- 11. Any signs, screen walls or retaining walls shall require a separate permit from the Building Department.
- 12. All underdrain pipe, if used, shall be double wall HDPE pipe or PVC pipe.
- 13. Site lighting will be required as well as street lighting on all street frontages if not existing; all lighting shall meet dark skies requirements per City Code. A photometric plan has been provided for Planning Department review.
- 14. Minimum 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to City Code. Existing sidewalks, curbs, & pavement will be checked at completion and any damaged sections shall be replaced.
- 15. Internal sidewalks shall connect to the public sidewalks in the right-of-way per ADA.

STANDARD GENERAL CONDITIONS

- 16. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
- 17. All work shall conform to City of Winter Garden standards and specifications.
- 18. Fencing, shall meet all City requirements for height, type, etc. Chain link fencing, if used, shall be vinyl coated per Code.
- 19. 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to City Code.
- 20. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained

systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.

21. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
22. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
23. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the building permit.
24. Additional comments will be generated at subsequent reviews.

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

END OF MEMORANDUM