



**CITY COMMISSION AND
COMMUNITY REDEVELOPMENT AGENCY
AGENDA**

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

Regular Meeting

June 26, 2025

6:30 PM

Call to Order

Determination of a Quorum

Invocation and Pledge of Allegiance

1. Approval of Minutes

A. Regular Meeting Minutes – June 12, 2025

2. Second Reading and Public Hearing of Proposed Ordinances

- A. **Ordinance 25-15**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 110-60 GOVERNING EXPEDITED PROCESS FOR ISSUING BUILDING PERMITS IN ACCORDANCE WITH SECTION 177.073, FLORIDA STATUTES; CREATING SECTION 110-126 ESTABLISHING A REGISTRY OF QUALIFIED CONTRACTORS TO ASSIST THE CITY IN EXPEDITING REVIEW OF PRELIMINARY PLAT APPLICATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE –**Planning Director Carson**
- B. **Ordinance 25-16**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.20 ± ACRES LOCATED AT 522 SOUTH WOODLAND STREET, WEST OF SOUTH WOODLAND STREET, EAST OF SOUTH MAIN STREET, NORTH OF EAST STORY ROAD, AND SOUTH OF EAST VINING STREET FROM CITY R-2 RESIDENTIAL DISTRICT TO CITY R-NC RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE –**Planning Director Carson**
- C. **Ordinance 25-17**: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA VACATING A PORTION OF THE PLAT DEDICATED DRAINAGE AND UTILITY EASEMENT OVER A PORTION OF LOTS 19 AND 20 OF WINTER GARDEN COMMERCE CENTER, PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 72, PAGE 133 AND 134 OF THE PUBLIC RECORDS OF ORANGE COUNTY (LOCATED AT 620 & 630 GARDEN COMMERCE PARKWAY) OWNED BY WG6

HOLDINGS, LLC AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR AN
EFFECTIVE DATE AND RECORDING – **Planning Director Carson**

3. Regular Business

- A. **Resolution 25-05:** A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF WINTER GARDEN, FLORIDA; DESCRIBING THE METHOD OF ASSESSING FIRE RESCUE ASSESSED COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF WINTER GARDEN; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING A VACANCY ADJUSTMENT PROCEDURE; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE – **City Manager Williams, Finance Director Zielonka and Fire Chief Gainza**
- B. Recommendation to approve Request for Proposals (RFP 2025-0001) rankings and award contract for construction of Fire Station 21 at 16290 Marsh Road to Mulligan Contractors Inc. – **Fire Chief Gainza**
- C. Recommendation to authorize Mayor and Police Chief to execute West Orange Narcotics Task Force Agreement with City of Apopka, City of Ocoee and Orange County Sheriff's Office – **Police Chief Graham**
- D. Recommendation to approve purchase of red dot-equipped firearms with **\$10,000** from the Federal Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide State Solicitation Program and additional funds from the Law Enforcement Trust Fund not to exceed **\$5,000**, with public comment – **Police Chief Graham**
- E. Recommendation to approve Binding Lot Combination Agreement (Quality Playing Cards) located at 620 & 630 Garden Commerce Pkwy – **Planning Director Carson**
- F. Recommendation to authorize City Manager to execute Ground Lease Agreement with Eight Waves Corporation located at 971 East Plant Street – **Economic Development Director Hutchinson**
- G. BOARD APPOINTMENTS: **Election Canvassing Board** – **City Clerk Grimmage**
- H. *Dispense as the City Commission and convene as the Community Redevelopment Agency*

Recommendation to approve and authorize City Manager to contribute and pay Youngblood Building Movers, Inc. for house relocation services at 996 East Plant

Street in an amount not to exceed **\$80,000 – Economic Development Director Hutchinson**

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

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

5. Matters From City Attorney - A. Kurt Ardaman

6. Matters From City Manager - Jon C. Williams

7. Matters From Mayor and Commissioners

A. Florida League of Cities Annual Conference Voting Delegate

8. Adjourn

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. 2297, 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 2297.



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.



**City Commission and
Community Redevelopment Agency
REGULAR MEETING MINUTES**

June 12, 2025

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 2 - Iliana R. Jones
Commissioner District 3 - Chloe Johnson

Also Present:

City Manager - Jon C. Williams
City Attorney - Dan Langley
City Clerk - Angela J. Grimmage

Absent:

Commissioner District 1 - Lisa L. Bennett
Commissioner District 4 - Colin Sharman

1. Approval of Minutes

A. Regular Meeting Minutes - May 22, 2025

Motion by Commissioner Johnson to approve the regular meeting minutes of May 22, 2025, as submitted. Seconded by Commissioner Jones and carried unanimously 3-0.

2. First Reading and Public Hearing of Proposed Ordinances

- A. **Ordinance 25-15:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 110-60 GOVERNING EXPEDITED PROCESS FOR ISSUING BUILDING PERMITS IN ACCORDANCE WITH SECTION 177.073, FLORIDA STATUTES; CREATING SECTION 110-126 ESTABLISHING A REGISTRY OF QUALIFIED CONTRACTORS TO ASSIST THE CITY IN EXPEDITING REVIEW OF PRELIMINARY PLAT APPLICATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

City Attorney Dan Langley read Ordinance 25-15 by title only. Planning Director Kelly Carson stated that this ordinance would amend City of Winter Garden Code Section 110-60 governing the expedited process for issuing building permits in accordance with section 177.073 of the Florida Statutes. The new section would stipulate that building permits

for residential properties be submitted before the final plat is recorded, if the applicant meets certain conditions. She noted that the purpose of this ordinance is to align the City's code with Florida Statutes. Staff recommended approval.

There was discussion on the preliminary plat and potential changes made between the preliminary and the final plat.

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

Motion by Commissioner Johnson to approve Ordinance 25-15 with the second reading and public hearing being scheduled for June 26, 2025. Seconded by Commissioner Jones and carried unanimously 3-0.

- B. **Ordinance 25-16:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.20 ± ACRES LOCATED AT 522 SOUTH WOODLAND STREET, WEST OF SOUTH WOODLAND STREET, EAST OF SOUTH MAIN STREET, NORTH OF EAST STORY ROAD, AND SOUTH OF EAST VINING STREET FROM CITY R-2 RESIDENTIAL DISTRICT TO CITY R-NC RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Dan Langley read Ordinance 25-16 by title only. Planning Director Kelly Carson stated that the applicant is requesting to rezone the property located at 522 South Woodland Street, from R-2 (Residential District) to R-NC (Residential Neighborhood Commercial) District. She noted that R-NC is zoning consistent with the property's Future Land Use designation of R-NC (Residential Neighborhood Commercial) as well as the policies contained within the City's Comprehensive Plan. Furthermore, Ms. Carson said that this change would bring the property into compliance with the City's current comprehensive plan. Additionally, Ms. Carson described the property owner's plans to apply for a special exception permit, noted their proposed plans to build on the site, described concerns relating to parking issues, and spoke of the possibilities of placing conditions on the property to ensure that any parking issues would be addressed. Staff recommended approval.

There was discussion on there being no voiced concerns from the nearby neighbors regarding this rezoning.

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

Motion by Commissioner Jones to approve Ordinance 25-16 with the second reading and public hearing being scheduled for June 26, 2025. Seconded by

Commissioner Johnson and carried unanimously 3-0.

- C. **Ordinance 25-17**: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA VACATING A PORTION OF THE PLAT DEDICATED DRAINAGE AND UTILITY EASEMENT OVER A PORTION OF LOTS 19 AND 20 OF WINTER GARDEN COMMERCE CENTER, PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 72, PAGE 133 AND 134 OF THE PUBLIC RECORDS OF ORANGE COUNTY (LOCATED AT 620 & 630 GARDEN COMMERCE PARKWAY) OWNED BY WG6 HOLDINGS, LLC AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING

City Attorney Dan Langley read Ordinance 25-17 by title only. Planning Director Kelly Carson stated that this is a request to vacate a portion of the drainage and utility easement for property located at 620 and 630 Garden Commerce Parkway. She noted that one of the properties has been developed with an office warehouse building and the other property is undeveloped but has recently received site plan approval from the City Commission to construct another office warehouse building. Furthermore, Ms. Carson noted that the applicant is requesting to vacate the existing easement between the two properties to combine the lot and build over those two properties. Staff reviewed the application and recommended approval.

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

Motion by Commissioner Jones to approve Ordinance 25-17 with the second reading and public hearing being scheduled for June 26, 2025. Seconded by Commissioner Johnson and carried unanimously 3-0.

3. Regular Business

- A. **Recommendation to waive permit fees and approve the City to cover permit fees associated with construction of the new Boys and Girls Club located at 459 Ninth Street in the amount of \$83,180.25**

Assistant City Manager for Public Services Stephen Pash reminded everyone that the City has been working with the Boys and Girls Club in an effort to have a facility built on Ninth Street. He stated that the developer for this effort has requested a partnership with the City in covering the permit fees, which include impact fees, state surcharges, and permit fees, totaling \$83,180.25. Staff recommended approval.

There was discussion on the project moving forward, and the plans being all ready for issue.

Motion by Commissioner Johnson to approve waiving permit fees and approve

the City to cover permit fees associated with construction of the new Boys and Girls Club located at 459 Ninth Street in the amount of \$83,180.25. Seconded by Commissioner Jones and carried unanimously 3-0.

B. Recommendation to approve Non-Exclusive Franchise Agreement and Non-Exclusive Franchise Indemnity and Hold Harmless Letter of Credit Draw Agreement and authorize City Manager to sign both agreements

Assistant City Manager for Public Services Stephen Pash stated that staff has been meeting with a local Stoneybrook West resident interested in opening a private recycling company to start collecting the City recycling material. The City is requesting they enter into a Non-Exclusive Franchise Indemnity and a Hold Harmless Letter of Credit Draw Agreement. The franchise agreement would allow operation within the City as well as allow other businesses to operate. Mr. Pash described the hold-harmless agreement, how it allows the business to operate within the City, but would hold the City harmless, should there be any claims. It also requires a \$50,000 Letter of Credit once they start operating on public streets. Mr. Pash furthermore described the business, its start within the community of Stoneybrook, bins to be used, and associated fees. He also mentioned that they must follow Florida Department of Transportation (FDOT) and Florida Department of Environmental Protection (FDEP) requirements. Staff recommended approval.

There was discussion on the items to be collected and Robert L. Montgomery, Jr., owner of the Plant Street Recycling, LLC company, was recognized to address the City Commission and answer related questions. He stated that they would be taking aluminum cans, paper, paper boards, glass and plastic. Commissioner Jones wished them good success in this effort so that this service could be brought Citywide. Commissioner Johnson inquired if community meetings would be held for resident awareness. Mr. Montgomery responded by describing the efforts of starting in a local neighborhood and then growth and expansion across the City.

Mayor Rees inquired if they anticipated rapid expansion. Mr. Montgomery responded, yes, and explained a 20-to-30-month plan, which relates to public demand. Mayor Rees noted that we all want to get back to recycling and recognized City Attorney Dan Langley to address any issues or concerns regarding liability. City Attorney Dan Langley indicated that he drafted the agreements contained within the agenda packet and feels satisfied with them. He also noted that this is a private company which is not working on behalf of the City.

Motion by Commissioner Johnson to approve a Non-Exclusive Franchise Agreement and Non-Exclusive Franchise Indemnity and Hold Harmless Letter of Credit Draw Agreement and authorize the City Manager to sign both agreements. Seconded by

Commissioner Jones and carried unanimously 3-0.

C. Recommendation to approve Downtown Parking Fee Agreement (160 East Plant Street)

Planning Director Kelly Carson stated that the applicant is redeveloping the property at 160 East Plant Street for use as Parlor Doughnuts. She stated that the building renovations and minor site plan for the property have received the required approvals from the Architecture Review and Historic Preservation Board and the Development Review Committee. Furthermore, Ms. Carson noted that the proposed project is deficient in the required parking and the applicant is requesting to enter into an agreement with the City to offset the parking deficiency. Ms. Carson noted that the applicant has agreed to pay into the City's downtown parking fund, a total of \$15,000, and that the businesses' employees park in the City's underutilized parking spaces on busy days such as weekends. Staff recommended approval.

Motion by Commissioner Jones to approve the downtown parking fee agreement (160 East Plant Street). Seconded by Commissioner Johnson and carried unanimously 3-0.

D. Recommendation to approve Code Compliance and Settlement Agreement with Allister Rodgers in exchange for receiving an executed Right-of-Way, Sidewalk, Landscaping, and Utility Easement and a lump sum payment in the amount of \$35,000

Planning Director Kelly Carson stated that on September 5, 2023, the City of Winter Garden's Code Enforcement Board imposed fines totaling \$300.00 per day for ongoing violations located at Allister Rodgers' property located at 114 North Street, after which a lien was recorded on the property. She noted that although the violations were corrected, the fines went unpaid and reached an amount due of \$167,200. Furthermore, Ms. Carson reminded that on February 13, 2025, the City Commission authorized the City Attorney to file and pursue foreclosure and/or collection actions against all non-homestead properties within Orange County owned by Mr. Rodgers to recoup the lien amount. Ms. Carson stated that, since then, the City has been working with Mr. Rodgers to try to avoid proceeding with the foreclosure. The City and Mr. Rodgers has reached a proposed agreement whereby the City would agree to release the lien and forgive the majority of the accrued fines as well as any other administrative and legal costs incurred by the City, provided that Mr. Rodgers pays the City a lump sum of \$35,000 and execute an 8.5' wide right-of-way, sidewalk, landscaping, and utility easement over the west side of his property, located at 100 North Street. She noted that the easement is needed to complete the City's planned streetscape improvements for Tenth Street. Staff recommended approval.

Mayor Rees stated that he was glad that they could come to a resolution.

Motion by Commissioner Johnson to approve the Code Compliance and Settlement Agreement with Allister Rodgers in exchange for receiving an executed right-of-way, sidewalk, landscaping and utility easement, and a lump sum payment of \$35,000. Seconded by Commissioner Jones and carried unanimously 3-0.

- E. Recommendation to approve site plan for 210 & 214 South Dillard Street, subject to conditions

Planning Director Kelly Carson stated that the applicant is requesting site plan approval to permit the development of a mixed-use building comprised of commercial uses on the first floor and residential uses on the second floor. She described the building size, proposed use, and other improvements such as parking spaces, a dry pond, and landscaping. Furthermore, Ms. Carson noted that the development of the property is consistent with the City's Comprehensive Plan and the Planned Commercial Development (PCD) zoning requirements. Staff recommended approval, subject to conditions.

Motion by Commissioner Jones to approve the site plan for 210 and 214 South Dillard Street, subject to conditions. Seconded by Commissioner Johnson and carried unanimously 3-0.

- F. Recommendation to authorize City Manager execute a Ground Lease Agreement between City of Winter Garden and Eight Waves Corporation located at 971 East Plant Street

Mayor Rees noted that this item would be postponed until the next meeting.

- G. Recommendation to approve Sky Light Roofing for re-roof of Fire Station 22 located at 13521 Foxcrest Boulevard in the amount of \$57,989

Facilities Operations Manager David Markland stated that this is a request to replace the Fire Station 22 roof utilizing the company Sky Light Roofing. Mr. Markland noted that this re-roof became necessary after the building's roof sustained damage. He noted replacement as necessary to restore the integrity of the structure. Furthermore, Mr. Markland noted the City's history of using this company for other projects. Staff recommended approval.

There was discussion and clarification on this roof being a shingle roof, but it was noted that they have provided a metal roof in the past for Tanner Hall.

Motion by Commissioner Johnson to approve Sky Light Roofing for the re-roofing of Fire Station 22, located at 13521 Foxcrest Boulevard, in the amount of \$57,989. Seconded by Commissioner Jones and carried unanimously 3-0.

H. Recommendation to approve the special event for National Night Out, Tuesday, October 7, 2025, from 6:00- 9:00 p.m. with street closure

Planning Director Kelly Carson stated that the Winter Garden Police Department has submitted an application to hold their annual community-building event that promotes police-community partnerships and awareness called National Night Out.

She noted that the event would be on Tuesday, October 7th and run from 6:00 p.m. until 9:00 pm. She indicated that citizens may attend the event to get to know the Winter Garden Police and Fire personnel and the plethora of jobs they perform. Ms. Carson noted the event location and street closure. Staff recommended approval.

Motion by Commissioner Jones to approve the special event for National Night Out on Tuesday, October 7, 2025, from 6:00-9:00 p.m., with street closure. Seconded by Commissioner Johnson and carried unanimously 3-0.

I. Recommendation to approve the special event for the Winter Garden Police Athletic League Donut Dash 5k run on Saturday, November 8, 2025, from 6:30 a.m. -11:00 a.m.

Planning Director Kelly Carson stated that this request is for the Winter Garden Police Athletic League's annual Donut Dash 5k run. She noted the event date, times, route, and limited street closure. Staff recommended approval.

Motion by Commissioner Johnson to approve the special event for the Winter Garden Police Athletic League's annual Donut Dash 5k run on Saturday, November 8, 2025, from 6:30 -11:00 a.m., with street closure. Seconded by Commissioner Jones and carried unanimously 3-0.

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

J. Recommendation to approve and authorize City Manager to engage and pay Youngblood Building Movers, Inc. for house relocation services in an amount not to exceed \$80,000

This item was postponed until a date uncertain.

K. Recommendation to approve the Legacy Home Rehabilitation Program and authorize City Manager to execute a 1-year pilot Administration and Management Agreement between the City of Winter Garden CRA and Rebuilding Together Greater Florida (RGTF)

Economic Development Director Marc Hutchinson stated that the agenda packet contained information on the Legacy Home Rehabilitation Program and Agreement. He acknowledged a proposed partner in the rehabilitation of homes in the East

Winter Garden Historic Neighborhood and noted that Chief Executive Officer (CEO) Jose Garcia and his team from Rebuilding Together Greater Florida (RTGFL) were present for remarks and any questions. Mr. Hutchinson noted that he would give highlights of the program and provide information on the Rebuild Together Greater Florida organization and their presence in Florida.

Mr. Hutchinson highlighted the program, spoke of partnering with Rebuilding Together Greater Florida, and described the launch of a one-year pilot program for completing four home repair projects. He noted long-term goals of improving 15-20 homes annually, rehab priorities, and \$50,000 maximum zero-interest grant funding for each approved homeowner. Mr. Hutchinson described the resident eligibility requirements, noted the CRA boundary, eligible interior/exterior improvements, and explained the program's process. Furthermore, Mr. Hutchinson spoke of the third-party contractor, Rebuilding Together Greater Florida, sharing information about them as a national non-profit since 1988, their operation in Florida since 2000, the repair of homes, and revitalization of communities. He spoke of thousands of families that have been helped and impacted and played some testimonial videos.

After Mr. Hutchinson's PowerPoint presentation, Mr. Jose Garcia was recognized to address the City Commission.

Mr. Jose Garcia, CEO, of Rebuilding Together Greater Florida, stated that they are honored to be considered for this program and expressed that they are ready and prepared, have the team, and are based in Orlando. He invited everyone to get working with landscaping and exterior painting of the homes after they have completed the necessary repairs.

CRA Member Larry Cappleman noted discussions on this topic by the CRA Advisory Board regarding this opportunity to move forward with the East Winter Garden revitalization. He spoke of the one-year plan to rehabilitate the four dwellings and coming back quickly to the City Commission to move forward with others.

Motion by CRA Member Larry Cappleman to approve the Legacy Home Rehabilitation Program and authorize the City Manager to execute a 1-year pilot Administration and Management Agreement between the City of Winter Garden CRA and Rebuilding Together Greater Florida. Seconded by CRA Member Johnson and carried unanimously 4-0.

Adjourned as the Community Redevelopment Agency and reconvened as the City Commission at 7:12 p.m.

4. Matters From Public

Allison Painter, 393 N. Lakeview Avenue, Winter Garden, Florida, made funding inquiries directly to Mr. Jose Garcia of Rebuilding Together Greater Florida. Ms. Painter then

inquired about the earlier mentioned \$83,000 for the Boys & Girls Club, the downtown parking agreement location, whether the homes in agenda Item 3.E. were historical homes being torn down. Additionally, she voiced concerns about traffic and requested that North Lakeview be a one-way street.

Answers were provided to Ms. Painter regarding the Boys & Girls Club, noting their benefit to the community. Mayor Rees described the location of the downtown parking agreement, noted that the Item 3.E. homes were not on the historical register, and expressed that the police were actively trying to address traffic concerns.

Joseph Richardson, 220 N. Highland Avenue, Winter Garden, Florida, addressed concerns about the Mayor's April 24th comments, spoke of religious freedoms, rights, racism, healthcare, and about the pledge of allegiance.

5. Matters From City Attorney

City Attorney Dan Langley announced that the Florida Municipal Attorneys Association, which is affiliated with the Florida League of Cities, has determined it would award this year's Attorney of the Year Award to Kurt Ardaman. Mr. Langley said that this would be awarded at the annual seminar in July. He described the organization, noted its composition of approximately 800-900 municipal lawyers, and said that it is statewide.

6. Matters From City Manager

City Manager Jon C. Williams announced that Summer Flix in the garden had begun and provided some statistical data related to ticket sales for the shows. He also announced the upcoming Juneteenth event, noting its date, location and time.

7. Matters From Mayor and Commissioners

Commissioner Chloe Johnson thanked City staff, giving special thanks to the Police Department for their relationship-building efforts in the East Winter Garden community.

Commissioner Iliana R. Jones agreed with Commissioner Johnson's comments, and she thanked all first responders for all they do, and for their help in answering questions from the community. She also thanked the City staff.

Mayor John Rees shared that the City has lost an influential citizen in our community as he spoke of the late Jerry Chicone, Jr., and his impact relating to the Winter Garden Heritage Foundation and the City's clock tower. He asked everyone to keep Mr. Chicone's family in their prayers.

8. Adjourn - The meeting adjourned at 7:26 p.m.

ATTEST:

APPROVED:

City Clerk Angela J. Grimmage

Mayor John Rees

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: June 19, 2025 **Meeting Date:** June 26, 2025

Subject: Ordinance 25-15 - Special Magistrate

Issue:
Ordinance 25-15 amending City Code of Ordinances Section 110-60 governing expedited process for issuing building permits.

Discussion:
Ordinance 25-15 would amend City of Winter Garden Code Section 110-60 governing expedited process for issuing building permits in accordance with section 177.073, Florida Statutes. The new section would stipulate that building permits for residential properties may be submitted before the final plat is recorded if the applicant meets certain conditions. The purpose of this ordinance is to align the City's code with Florida Statutes.

Recommended Action:
Staff recommends approval of Ordinance 25-15.

Attachment(s)/References:
Ordinances 25-15
Business Impact Estimate

ORDINANCE NO. 25-15

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 110-60 GOVERNING EXPEDITED PROCESS FOR ISSUING BUILDING PERMITS IN ACCORDANCE WITH SECTION 177.073, FLORIDA STATUTES; CREATING SECTION 110-126 ESTABLISHING A REGISTRY OF QUALIFIED CONTRACTORS TO ASSIST THE CITY IN EXPEDITING REVIEW OF PRELIMINARY PLAT APPLICATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

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

WHEREAS, on May 29, 2024, Governor DeSantis signed Senate Bill 812 into law, creating Section 177.073, Florida Statutes, which requires that the governing body of a municipality that has 10,000 residents or more create a program to expedite the process for issuing building permits; and

WHEREAS, the City of Winter Garden is a municipality of more than 10,000 residents which must adhere to Section 177.073, Florida Statutes; and

WHEREAS, Sec. 110-60, Winter Garden Code, provides an existing expedited process for issuing building permits for model homes which may be modified to conform to the requirements of Section 177.073, Florida Statutes; and

WHEREAS, Section 177.073, Florida Statutes, also requires that the governing body of a municipality establish a registry of qualified contractors who may be used by the governing body to supplement staff resources for processing and expediting the review of applications for preliminary plats or related plans; and

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

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

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

SECTION 2. City Code Amendment. Section 110-60 of the City Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 110-60. Expedited process for issuing residential building permits before a final plat is recorded~~Model homes.~~

- (a) Except as otherwise provided for in this section, no building permit shall be issued until such time as a certificate of completion has been issued by the city engineer and final plat approval has been obtained.
- (b) Upon conditional approval of a preliminary subdivision plat, as required by Sec. 110-123, a~~A~~ subdivider may be allowed to submit an application for expedited building permits prior to the approval of the final plat in accordance with section 177.073, Florida Statutes~~obtain one building permit for a model home for each 20 lots located within a proposed subdivision prior to the issuance of a certificate of completion by the city engineer and final plat approval,~~ provided the subdivider submits the applicable application fee, executes a hold harmless agreement to the city's satisfaction, and provides the performance guarantee required by subsection 110-152(7). The application must identify the percentage of planned homes or the number of building permits that the city must issue across all phases of the residential subdivision.~~Notwithstanding the permitted rate for model homes, the~~ The maximum number of building permits for model homes to be requested~~allowed~~ under this section in any one subdivision shall not exceed seventy-five (75) percent of planned homes across all phases of the residential subdivision~~ten.~~ However, this limitation shall not prevent the city from, at its sole discretion, issuing a higher percentage of building permits within a subdivision if it is deemed to be in the best interest of the public.
- (c) ~~In addition, the~~ The following conditions shall apply prior to issuance of a building permit under this section~~for lots where model homes are allowed:~~
 - (1) The city has approved a preliminary plat for each residential subdivision or planned community.
 - (2) The applicant shall provide proof to the city that the applicant has provided a copy of the approved preliminary plat, along with the approved plans, to the relevant electric, gas, water, and wastewater utilities.
 - (3) The applicant shall hold a valid performance bond for up to 130 percent of the necessary improvements, as defined in section 177.031(9), Florida Statutes, that have not been completed upon submission of the application under this section. For purposes of a planned community, a valid performance bond is required on a phase-by-phase basis.
 - ~~(4)~~(4) The lots upon which the model homes are constructed shall be located within 300 feet of an active and approved fire hydrant and Florida Department of Environmental Protection has approved the clearance for the water system; and
 - ~~(5)~~(2) Main sewer and water lines for said lots shall be installed by the developer and be subject to review and approval by the city and approved for clearance by the Florida Department of Environmental Protection;

~~(6)~~(3) The lots shall have a minimum of 20-foot wide emergency access road extending from a paved public street to within 50 feet of the proposed structure, as approved by the city engineer;

~~(4) A certificate of occupancy will not be issued on any model home permitted by this section until the city engineer has issued a certificate of completion pursuant to subsection 110-152(2)a.~~

(d) An applicant may contract to sell, but may not transfer ownership of, a residential structure or building for which a building permit is issued until the final plat is approved by the city and recorded in the public records of Orange County. A certificate of occupancy will not be issued on any home permitted by this section until the city engineer has issued a certificate of completion pursuant to subsection 110-152(2)a.

SECTION 3. City Code Amendment. Section 110-126, presently “Reserved” under Article III, Division 3 of Chapter 110, is hereby created as follows: (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 110-126. Qualified Contractors.

- (a) A “qualified contractor” under this section shall mean an engineer or engineering firm licensed under chapter 471, Florida Statutes; a surveyor or mapper or surveyor’s or mapper’s firm licensed under chapter 472, Florida Statutes; an architect or architecture firm licensed under part I, chapter 481, Florida Statutes; a landscape architect or landscape architecture firm registered under part II, chapter 481, Florida Statutes; or any other qualified professional who is certified in urban planning or environmental management.
- (b) The city shall establish a registry of at least three (3) qualified contractors to supplement staff resources in ways determined by the city for processing and expediting the review of an application for a preliminary plat or plans related to such application.
- (c) A qualified contractor on the registry who is hired pursuant to this section to review an application, or any part thereof, for a preliminary plat, or any part thereof, may not have a conflict of interest, as defined in section 112.312, Florida Statutes, with the applicant.

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

SECTION 7. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Garden, Florida.

FIRST READING: _____.

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

**CITY COMMISSION OF THE CITY OF
WINTER GARDEN, FLORIDA**

John Rees, Mayor/Commissioner

ATTEST:

Angela Grimmage, 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 25-15 – Expedited Residential Building Permits

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 25-15 would amend City of Winter Garden Code Section 110-60 governing expedited process for issuing building permits in accordance with section 177.073, Florida Statutes. The new section would stipulate that building permits for residential properties may be submitted before the final plat is recorded if the applicant meets certain conditions.

The purpose of this ordinance is to align the City's code with Florida Statutes.

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

This ordinance should not have any direct financial impacts on private businesses the City other than potentially lowering development costs by expediting a subdivision project's buildout timeframe.

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

No direct compliance costs should be incurred by businesses as a result of adopting this ordinance.

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

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

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

The proposed ordinance should not have an impact on any business other than potentially expediting the permitting timeframe for residential developers.

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: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: June 19, 2025 **Meeting Date:** June 26, 2025

Subject: 522 S Woodland Street
Ordinance 25-16
PARCEL ID# 23-22-27-8576-02-050

Issue: The applicant is requesting to rezone the 0.20 ± acre property.

Discussion:

The applicant is requesting to rezone the property from R-2 (Residential District) to R-NC (Residential Neighborhood Commercial) District. R-NC is zoning consistent with the property's Future Land Use designation of NC (Residential Neighborhood Commercial) as well as the policies contained within the City's Comprehensive Plan.

Recommended Action:

Staff recommends approval of Ordinance 25-16.

Attachment(s)/References:

Location Map
Ordinances 25-16
Staff Report

LOCATION MAP

522 S Woodland Street
Rezoning



ORDINANCE 25-16

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.20 ± ACRES LOCATED AT 522 SOUTH WOODLAND STREET, WEST OF SOUTH WOODLAND STREET, EAST OF SOUTH MAIN STREET, NORTH OF EAST STORY ROAD, AND SOUTH OF EAST VINING STREET FROM CITY R-2 RESIDENTIAL DISTRICT TO CITY R-NC RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the owner of that certain real property generally described as 0.20 ± acres of land located at 522 South Woodland Street, west of South Woodland Street, east of South Main Street, north of East Story Road, and south of East Vining Street, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from City R-2 Residential District to the City's R-NC Residential Neighborhood Commercial District zoning classification, therefore; and

WHEREAS, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the rezoning approved by this Ordinance is consistent with the City of Winter Garden Comprehensive Plan; and

WHEREAS, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to R-NC Residential Neighborhood Commercial District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

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

SECTION 1: *Rezoning.* The above "Whereas" clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT "A," is hereby rezoned from City R-2 Residential District to City R-NC Residential Neighborhood Commercial District in the City of Winter Garden, Florida.

SECTION 2: *Zoning Map.* The City Planner is hereby authorized and directed to amend the Official Winter Garden Zoning Map in accordance with the provisions of this ordinance.

SECTION 3: *Non-Severability.* Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

SECTION 4: *Effective Date.* This Ordinance shall become effective upon its adoption.

FIRST READING AND PUBLIC HEARING: _____, 2025.

SECOND READING AND PUBLIC HEARING: _____, 2025.

ADOPTED this _____ day of _____, 2025, by the City Commission of the City of

Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

Angela Grimmage, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

Parcel ID: 23-22-27-8576-02-050

Description:

LOT 5, BLOCK B, TANNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLAT BOOK "S", PAGE139, OF THE PUBLIC RECORDS OF
ORANGE COUNTY, FLORIDA.

Containing 0.20 acres, more or less.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: SHANE FRIEDMAN, PLANNING SUPERVISOR
DATE: JUNE 2, 2025
SUBJECT: REZONING
522 S WOODLAND STREET (0.20 +/- ACRES)
PARCEL ID # 23-22-27-8576-02-050

APPLICANT: Mandy Cauthen

INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property, located on 522 S Woodland Street, is an approximately 0.20 ± acre lot. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to rezone the 0.20 ± acre property, which carries the zoning designation R-2 (Residential District) and is designated NC (Residential Neighborhood Commercial) on the Future Land Use Map of the City's Comprehensive Plan, to R-NC (Residential-Neighborhood Commercial) zoning district.

EXISTING USE

The property is developed with a 1,725 square foot single-family home.

ADJACENT LAND USE AND ZONING

The properties to north, south, and west of the subject property are developed with single-family homes as well as duplexes, are zoned R-2 (Residential District) and are located within the City's municipal limits. The property to the east is developed with single-family homes, are zoned C-2 (Arterial Commercial) zoning district and are located within the City's municipal limits.

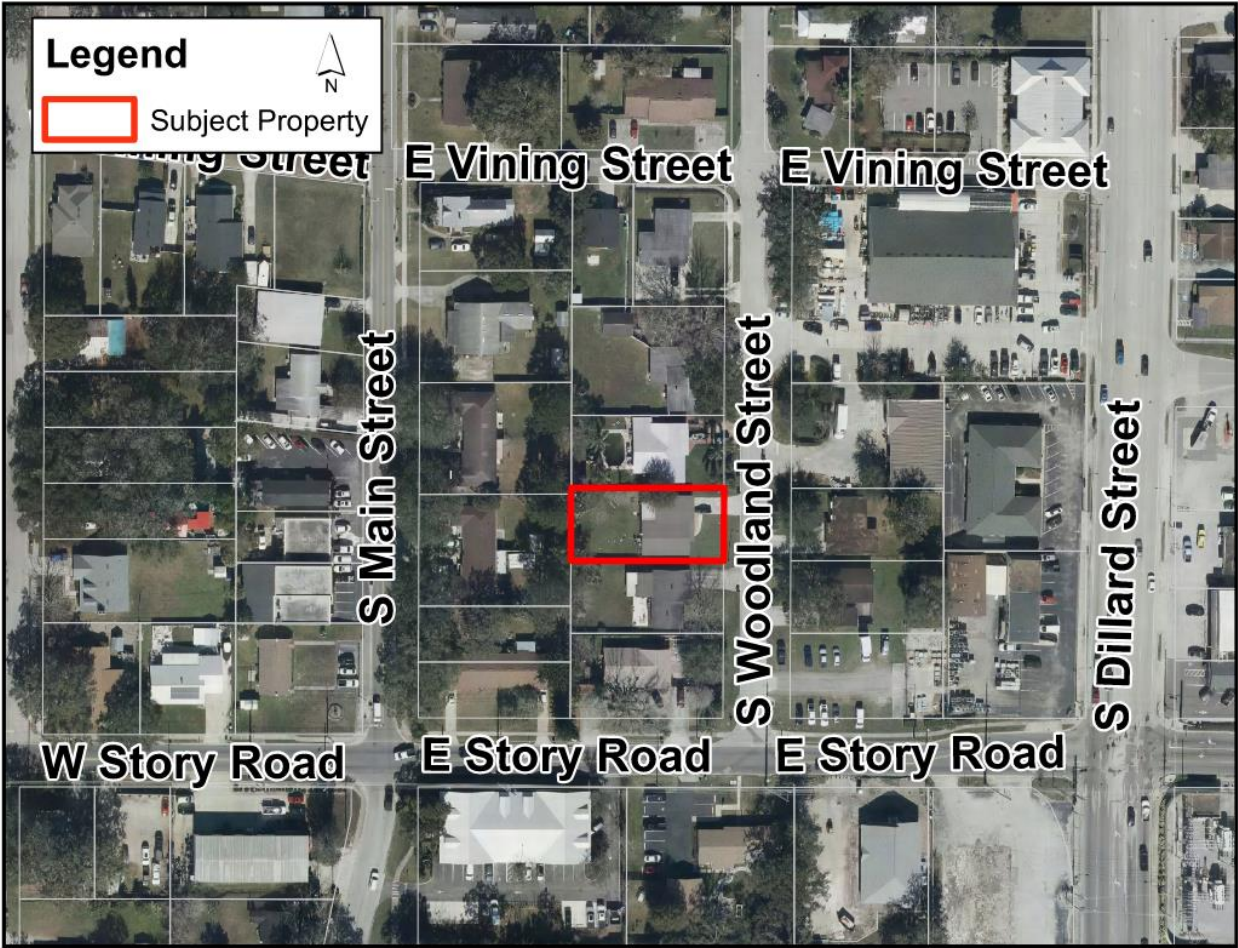
PROPOSED USE

The owner of the property is requesting to rezone to R-NC (Residential Neighborhood Commercial) to allow for Office uses. The property will have to go through the Special Exception permitting process as well as site plan review for this use.

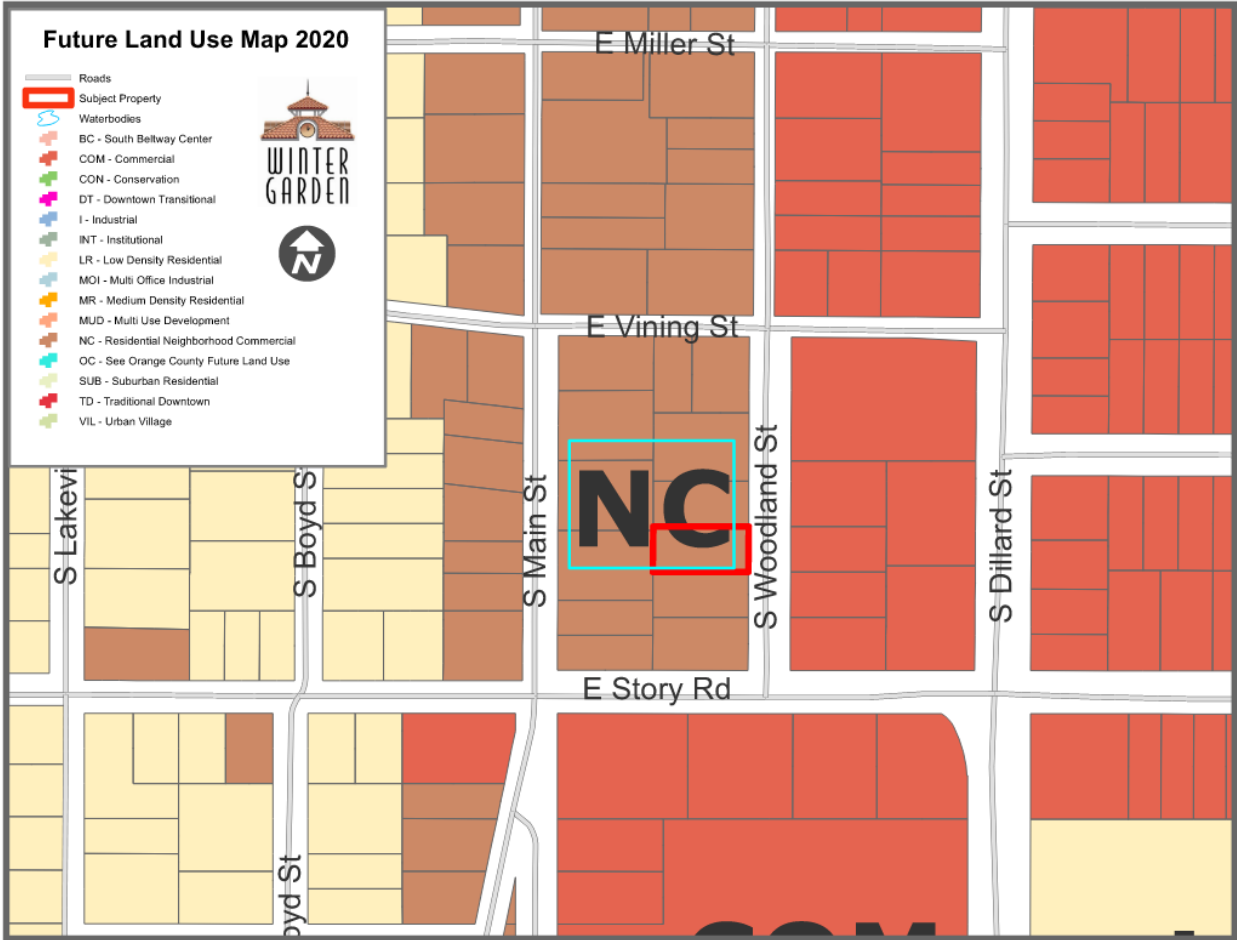
SUMMARY

The applicant's proposal to rezone the subject property from R-2 to R-NC is consistent with the property's Future Land Use designation of NC Residential Neighborhood Commercial as well as the policies contained within the City's Comprehensive Plan. City Staff recommends approval of Rezoning Ordinance 25-16.

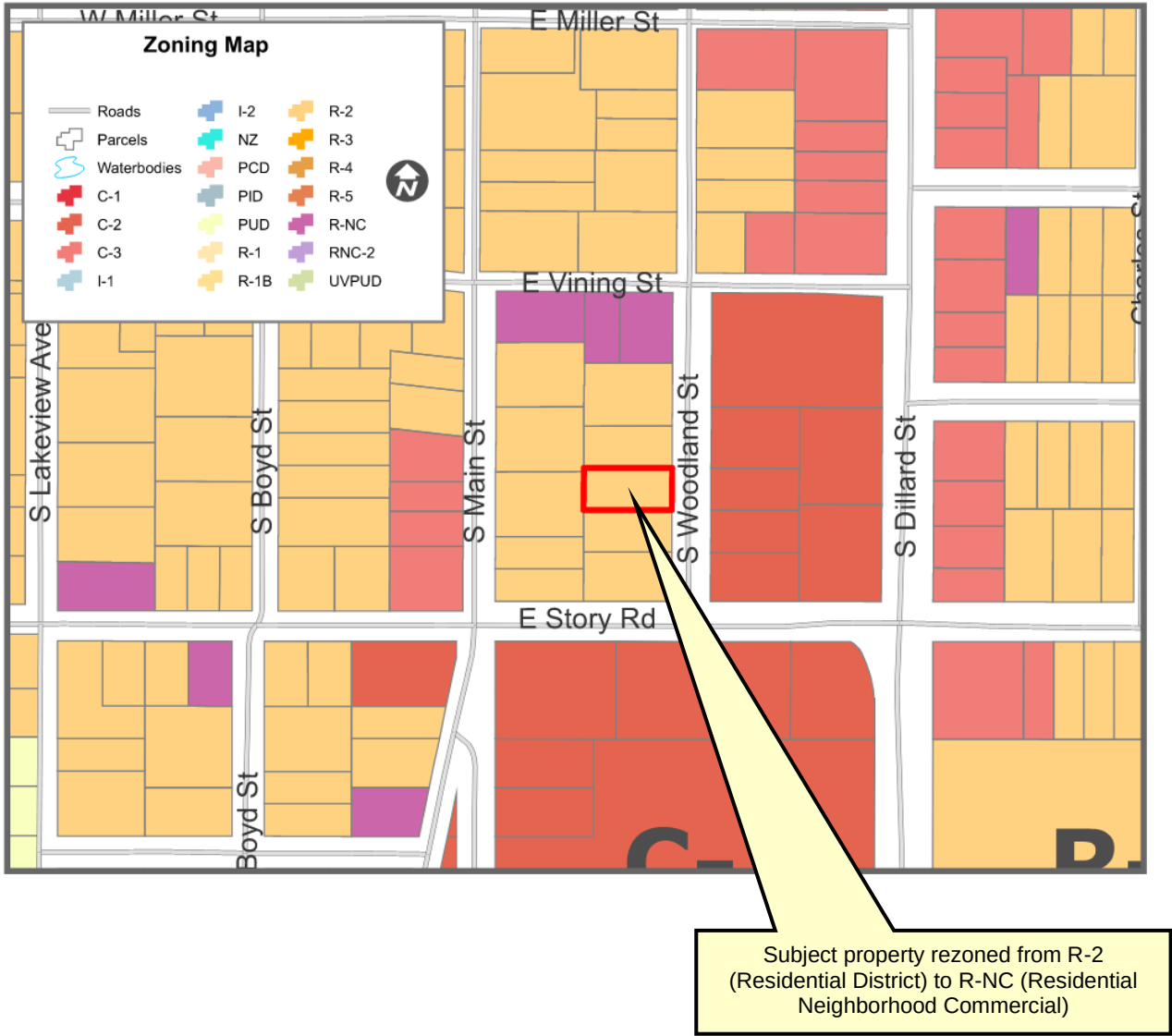
AERIAL PHOTO
522 S Woodland Street



Future Land Use Map
522 S Woodland Street



Zoning Map
522 S Woodland Street



END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: June 19, 2025 **Meeting Date:** June 26, 2025

Subject: 620 & 630 Garden Commerce Parkway (Ordinance 25 -17)
Garden Commerce Center Easement Vacation
PARCEL ID # 24-22-27-9385-00-190; 24-22-27-9385-00-200

Issue: The applicant is requesting to vacate certain drainage and utility easements that exist over property located at 620 & 630 Garden Commerce Parkway.

Discussion:

The subject properties, located on Garden Commerce Parkway, are approximately 1.96 ± acres in total size. The property on Lot 20 is developed with a 16,956 square foot warehouse/office building. The property on Lot 19 is undeveloped. The applicant is requesting to vacate certain drainage and utility easements that were recorded with the final plat of the Winter Garden Commerce Center Phase I subdivision (as recorded in Plat Book 72, Pages 133 and 134, of the Public Records of Orange County, Florida) in order to combine the lots and build another warehouse/office building that is the same size, but attached in the rear. The site plan for Lot 19 was approved at the April 10, 2025, City Commission meeting, however site work and a final Certificate of Occupancy is contingent upon successful vacation of these easements.

The subject property carries the zoning designation PID (Planned Industrial Development), and is designated MOI (Multi Office Industrial) on the Future Land Use Map of the Comprehensive Plan.

Recommended action:

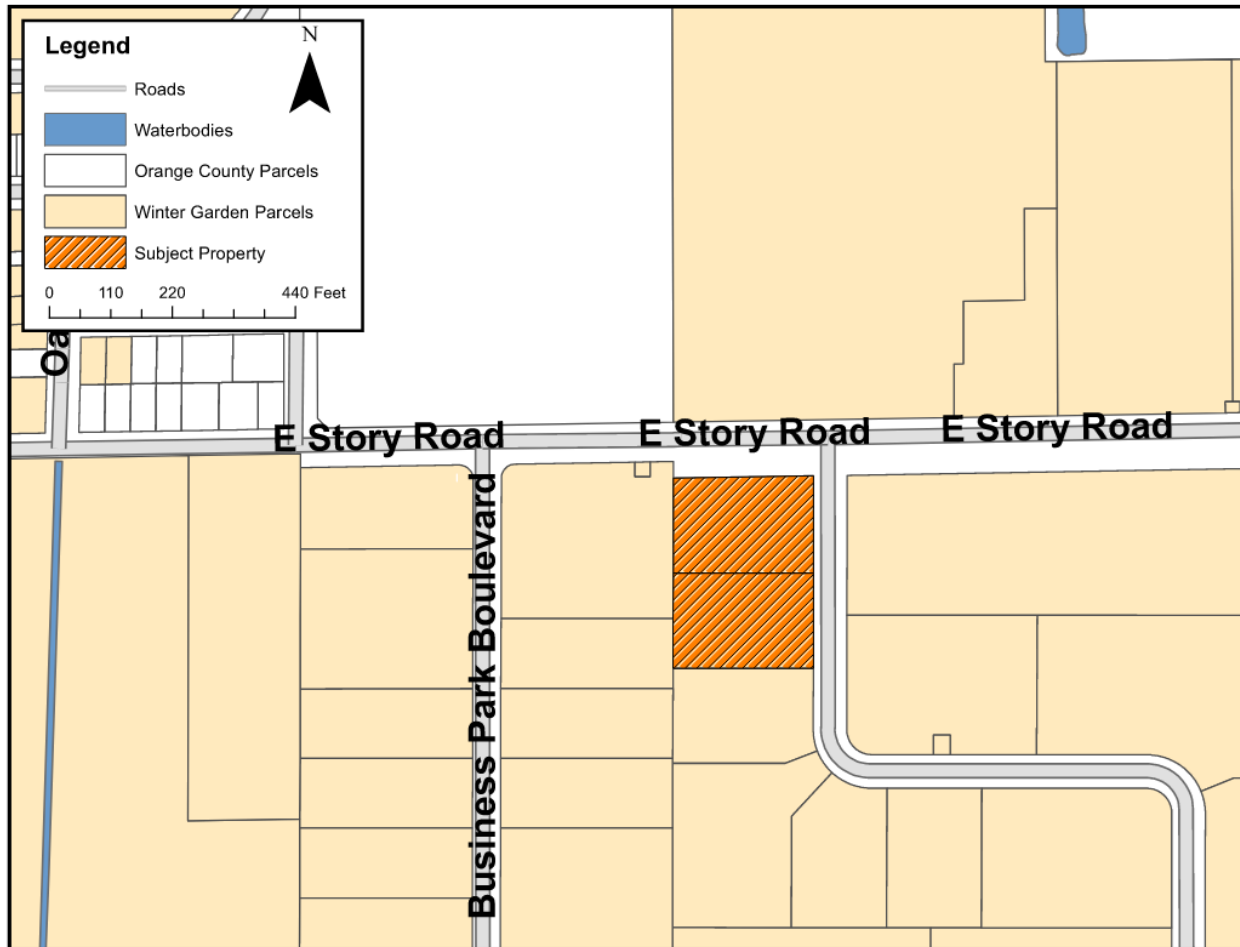
Staff recommends approval of Ordinance 25-17.

Attachments/References:

Location Map
Ordinance 25-17
DRC Staff Report

LOCATION MAP

620 & 630 Garden Commerce Parkway



ORDINANCE 25-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA VACATING A PORTION OF THE PLAT DEDICATED DRAINAGE AND UTILITY EASEMENT OVER A PORTION OF LOTS 19 AND 20 OF WINTER GARDEN COMMERCE CENTER, PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 72, PAGE 133 AND 134 OF THE PUBLIC RECORDS OF ORANGE COUNTY (LOCATED AT 620 & 630 GARDEN COMMERCE PARKWAY) OWNED BY WG6 HOLDINGS, LLC AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING.

WHEREAS, WG6 Holdings, LLC (the "Owner") is the fee simple owners of the two lots located at 620 and 630 Garden Commerce Parkway, Winter Garden, Florida, which are legally described as Lots 19 and 20, Winter Garden Commerce Center, Phase 1, according to the plat thereof, as recorded in Plat Book 72, Pages 133, of the Public Records of Orange County, Florida (the "Lots"); and

WHEREAS, Owner has requested the City to vacate a portion of a plat dedicated drainage and utility easement upon the Lots in the area legally described and graphically depicted on Exhibit "A" attached hereto (the "Proposed Vacated Easement"); and

WHEREAS, the petition to vacate the Proposed Vacated Easement was duly presented to the City Commission at a regular meeting; and

WHEREAS, it appears that the Owner is the fee simple owner of all of the above described lots and the vacation of the Proposed Vacated Easement will not affect the distribution of utility services to the public; and

WHEREAS, the City has received letters of no objection to the vacation of the Proposed Vacated Easement, from surrounding property owners, utility owners, and the City of Winter Garden Staff; and

WHEREAS, it appears that all ad valorem taxes due and owing on said Lots have been paid, that due and proper notice of the Owner's easement vacation request has been given as required by law, and proof of publication of said notice has been received by the City; and

WHEREAS, the City of Winter Garden is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, as well as the provisions of the City Charter and other law and therefore the City has the authority to vacate easements dedicated to the City and public.

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

SECTION 1: Recitals. The above recitals are true and accurate and are incorporated herein.

SECTION 2: Easement Vacation — Drainage & Utility Easement. The portion of the drainage and utility easement depicted on **Exhibit “A”** and described above as the Proposed Vacated Easement located upon Lots 19 and 20, Winter Garden Commerce Center, Phase 1, according to the plat thereof, as recorded in Plat Book 72, Pages 133, of the Public Records of Orange County, Florida), is hereby vacated and annulled. The other easements dedicated on the plat over, under and through the Lots shall continue to exist and are unaffected by this Ordinance.

SECTION 3: Effective Date. This Ordinance shall take effect immediately.

SECTION 4: Recording. A certified copy of this Ordinance shall be recorded in the public records of Orange County, Florida by the City Clerk. In the event it is discovered that a scrivener’s error exists in this Ordinance and/or its exhibits, the City Manager and City Clerk are authorized to record a notice of scrivener’s error to correct the errors in this Ordinance and/or its exhibit(s).

FIRST READING AND PUBLIC HEARING: _____, 2025.

SECOND READING AND PUBLIC HEARING: _____, 2025.

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

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

Angela Grimmage, City Clerk

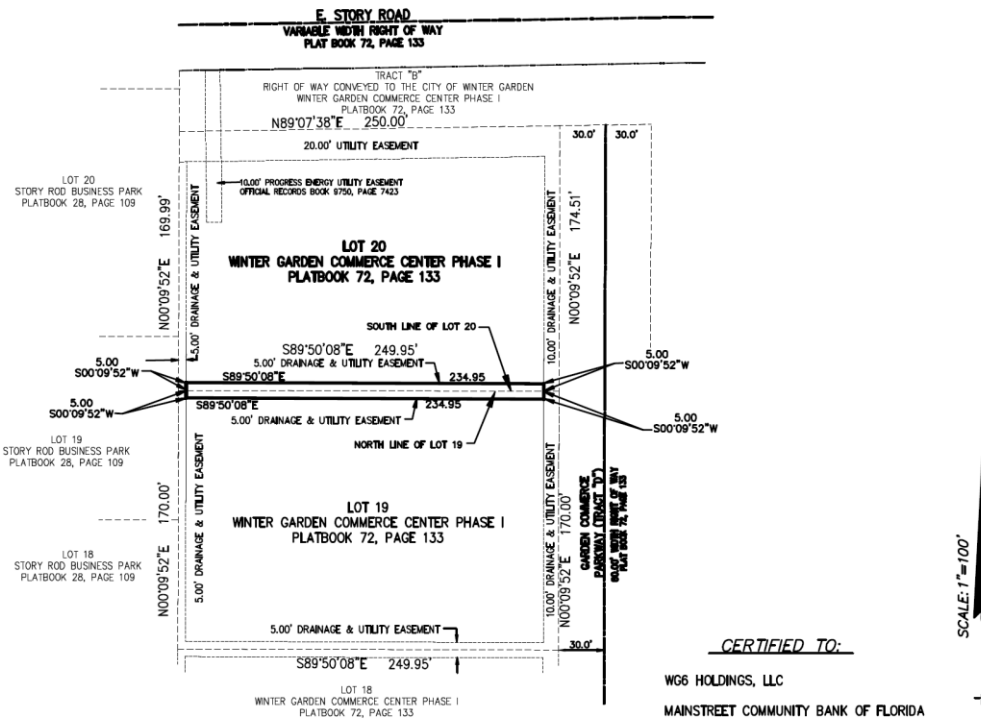
Exhibit A

" SKETCH OF DESCRIPTION "

DRAINAGE AND UTILITY EASEMENTS TO BE VACATED

"REAL PROPERTY DESCRIPTION"

THE SOUTH 5.00 FEET OF LOT 20, LESS THE WEST 5.00 FEET AND LESS THE EAST 10.00 FEET, TOGETHER WITH THE NORTH 5.00 FEET OF LOT 19, LESS THE WEST 5.00 FEET AND LESS THE EAST 10.00 FEET; WINTER GARDEN COMMERCE CENTER PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 72, PAGE 133, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE "REAL PROPERTY DESCRIPTION" SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
3. BEARINGS ARE BASED ON THE NORTH LINE OF LOT 19 AS BEING N.89°50'08"E. PER PLAT.
4. THIS IS NOT A BOUNDARY SURVEY, SKETCH ONLY.

CLIENT: COX CONSTRUCTION
JOB NUMBER: 19-05
CADD DWG. FILE: 19-05

COMMENTS	FIELD	DATE	OFFICE	DATE
SKETCH OF DESCRIPTION	NA	NA	S.R.B.	4/23/24

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Scott R Bechir Digitally signed by Scott R Bechir
Date: 2024.04.23 15:35:25 -04'00'

SCOTT BECHIR, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 5807

SCOTT'S SURVEYING SERVICES, INC.

LB # 7442

8 S. HWY. 17-92, SUITE 8-A
DEBARY, FLORIDA

PH. (386) 668-7332 FAX 668-7337

CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

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

MEMORANDUM

TO: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: MAY 15, 2025
SUBJECT: QUALITY PLAYING CARDS – 620 & 630 GARDEN COMMERCE PARKWAY
EASEMENT VACATION

Pursuant to your request, we have reviewed the revised easement vacation request application received 1/26/25 for compliance with the City's site and stormwater requirements. The Applicant is requesting to vacate a 10' wide platted drainage & utility easement that divides a portion of the property (Lots 19 and 20). This was submitted in response to our comments of 11/12/24.

ENGINEERING COMMENTS

We again recommend approval of the easement vacation subject to approval by all other departments, and the following conditions and comments (any underlined comments shall be addressed prior to sending to the P & Z Board and City Commission):

1. The Planning Department shall review and approve proposed setbacks, etc. that may be affected by the easement vacation.
2. A lot combination shall also be required according to the request (in process).
3. Letters of "no objection" from the 3rd party utility providers are acknowledged. Provide a similar letter from the WGCC POA. Duke Energy has an easement over a portion of the platted easement to be vacated.
4. City staff has verified that no City-owned utilities or stormwater improvements are located within the easement.
5. See City Attorney and City Surveyor comments.
6. Any construction on the property, including buildings and site work shall have an engineered site plan submitted, reviewed, and approved by the DRC and City Commission prior to any building permit issuance.

CITY ATTORNEY

7. No further comments.

CITY SURVEYOR

8. No further comments.

STANDARD GENERAL CONDITIONS

9. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
10. All work shall conform to City of Winter Garden standards and specifications.

11. Fencing, shall meet all City requirements for height, type, etc. Chain link fencing, if used, shall be vinyl coated per Code.
12. 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.
13. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
14. 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.
15. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the building permit.

Additional comments may be generated at subsequent reviews

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

END OF MEMORANDUM



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 25-17 (620 & 630 Garden Commerce Pkwy Easement Vacation)

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 25-17 will vacate certain drainage and utility easements that were recorded with the final plat of the Winter Garden Commerce Center Phase I subdivision (as recorded in Plat Book 72, Pages 133 and 134, of the Public Records of Orange County, Florida) in order to combine the lots and build a warehouse building.

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

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

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

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

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

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: Laura Zielonka, Finance Director and José P. Gainza, Jr., Fire Chief

Via : Jon C. Williams, City Manager

Date: June 20, 2025

Meeting Date: June 26, 2025

Subject: **Resolution 25-05:** A Resolution of the City Commission of the City of Winter Garden, Florida relating to the provision of fire services, facilities, and programs in the City; describing the method of assessing fire rescue assessed costs against assessed property located within the City; directing the preparation of an assessment roll; authorizing a public hearing and directing the provision of notice thereof.

Issue: This resolution provides a mechanism for an alternative source of funding for fire services. This resolution does not implement the fire assessment fee, it makes it possible to do so if needed.

Due to recent property tax amendments and shrinking revenue sources and increased costs to provide essential services, staff is investigating alternative funding sources. One of those alternatives is a Fire Assessment. This resolution establishes the initial rate and the process for assessing and collecting a Fire Rescue Assessment.

The rate, found on page B-1 of Appendix B, is the rate that will be mailed out to all residents. The actual rate will be established at the August 14th commission meeting. At that meeting, the Commission can lower the rate to any amount less than the advertised rate including \$0; however, the Commission cannot raise the published rate.

Recommended action: Motion to approve Resolution 25-05.

Attachments/References:

- Resolution 25-05
- Appendix A – Improvement Codes
- Appendix B – Fire Assessment Rate Schedule
- Appendix C – Property Use Codes
- Appendix D – 2025 Fire Assessment Study by Benesch
- Appendix E – Form of Notice by Publication
- Appendix F – Form of Notice by Mail

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Jon C. Williams, City Manager

Date: June 20, 2025

Meeting Date: June 26, 2025

Subject: **Resolution 25-05:** A Resolution of the City Commission of the City of Winter Garden, Florida relating to the provision of fire services, facilities, and programs in the City; describing the method of assessing fire rescue assessed costs against assessed property located within the City; directing the preparation of an assessment roll; authorizing a public hearing and directing the provision of notice thereof.

Issue: This resolution provides a mechanism for an alternative source of funding for fire services. This resolution does not implement the fire assessment fee, it makes it possible to do so if needed.

Due to recent property tax amendments and shrinking revenue sources and increased costs to provide essential services, staff is investigating alternative funding sources. One of those alternatives is a Fire Assessment. This resolution establishes the initial rate and the process for assessing and collecting a Fire Rescue Assessment.

The rate, found on page B-1 of Appendix B, is the rate that will be mailed out to all residents. The actual rate will be established at the August 14th commission meeting. At that meeting, the Commission can lower the rate to any amount less than the advertised rate including \$0; however, the Commission cannot raise the published rate.

Recommended action: Motion to approve Resolution 25-05.

Attachments/References:

- Resolution 25-05
- Appendix A – Improvement Codes
- Appendix B – Fire Assessment Rate Schedule
- Appendix C – Property Use Codes
- Appendix D – 2025 Fire Assessment Study by Benesch
- Appendix E – Form of Notice by Publication
- Appendix F – Form of Notice by Mail

RESOLUTION NO. 25-05

A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF WINTER GARDEN, FLORIDA; DESCRIBING THE METHOD OF ASSESSING FIRE RESCUE ASSESSED COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF WINTER GARDEN; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING A VACANCY ADJUSTMENT PROCEDURE; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Commission of the City of Winter Garden is authorized to impose an annual fire rescue assessment under Section 46-111, Winter Garden City Code; and

WHEREAS, Section 46-112, Winter Garden City Code, requires that the initial proceeding for the imposition of a fire rescue assessment shall be the adoption of an initial assessment resolution by the City Commission; and

WHEREAS, the City Commission finds that this Resolution adopting an initial assessment resolution for a fire rescue assessment is in the interests of the public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Winter Garden, Florida, that:

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

SECTION 2. Purpose and definitions. This resolution constitutes the Initial Assessment Resolution as defined in Section 46-112, Winter Garden City Code. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in Chapter 46, Article IV of the Winter Garden City Code. Unless the context indicates otherwise, words imparting the singular number include the plural number and vice versa. The following definitions are intended to supplement, and not replace, the definitions listed in Section 46-91, Winter Garden City Code. As

used in this Resolution, the following terms shall have the following meanings, unless the context requires otherwise:

“Advanced Life Support Services” or **“ALS”** means those medical response services requiring more advanced training and equipment than Basic Life Support Services (BLS) and typically performed by paramedics.

“Basic Life Support Services” or **“BLS”** means those medical response services considered routine first response medical rescue services.

“Building Area” means the adjusted area of a building expressed in square feet and reflected on the Tax Roll or, in the event such information is not reflected or determined not to be accurately reflected on the Tax Roll, that area determined by the City.

“Code Descriptions” mean the descriptions listed in the Fixed Property Use Codes and the Improvement Codes.

“Commercial Property” means those Tax Parcels with a Code Description designated as “Commercial” in the Improvement Codes specified in Appendix A, including those Tax Parcels that meet the definition of Recreational Vehicle Park.

“Cost Apportionment” means the allocation of the Fire Rescue Assessed Cost among all Property Use Categories according to the Fire Assessment Cost Allocation methodology described in the 2025 Fire Assessment Study.

“DOR Code” means a property use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to Tax Parcels within the City.

“Dwelling Unit” means (1) a building, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes for residential purposes.

“Emergency Medical Services Cost” means the amount determined by the City Commission to be associated with Advanced Life Support Services. This amount does not include Basic Life Support Services.

“Estimated Fire Rescue Assessment Rate Schedule” means that rate schedule attached hereto as Appendix B and hereby incorporated herein by reference, specifying the Fire Rescue Assessed Costs and the estimated Fire Rescue Assessments established in Section 8 of this Initial Assessment Resolution.

“Fire Rescue Assessed Cost” means the amount determined by the City Commission to be assessed in any fiscal year to fund all or any portion of the cost of the provision of fire rescue services, facilities, or programs described as a Fire Rescue Assessed Cost as defined Section 46-91, Winter Garden City Code, as qualified by the following:

(1) In the event the City also imposes an impact fee upon new growth or development for fire rescue related capital improvements, the Fire Rescue Assessed Cost shall not include costs attributable to capital improvements necessitated by new growth or development that will be paid by such impact fees.

(2) In no event shall the Fire Rescue Assessed Cost include any amount attributable to the Emergency Medical Services Cost.

“Fire Rescue Incident Reports” means those Incident Reports that do not record Emergency Medical Services.

“Fixed Property Use Codes” mean the property use codes used by FFIRS as specified in Appendix C attached hereto and incorporated herein by reference.

“FFIRS” means the Florida Fire Incident Reporting System maintained by the Florida State Fire Marshal.

“Improvement Codes” means the building use codes assigned by the Property Appraiser to Tax Parcels within the City as specified in Appendix A attached hereto and incorporated herein by reference or assigned by the City to Tax Parcels within the City after field verification.

“Incident Report” means an individual report filed with the Florida State Fire Marshal under FFIRS.

“Industrial/Warehouse Property” means those Tax Parcels with a Code Description designated as "Industrial/Warehouse" in the Improvement Codes specified in Appendix A.

“Institutional Property” means those Tax Parcels with a Code Description designated as "Institutional" in the Improvement Codes specified in Appendix A.

“Mixed Use Property” means a Tax Parcel that contains buildings whose use descriptions are capable of assignment under a Code Description in the Improvement Codes in more than one Property Use Category or determined to contain more than one Property Use Category through field verification.

“Mobile Home Park Property” means (1) a place set aside and offered by a person, for either direct or indirect remuneration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of five or more mobile homes; and (2) licensed by the Department of Health of the State of Florida, or its successor in function as a "mobile home park" under Chapter 513, Florida Statutes, as may be amended from time-to-time.

“Multi-Family Property” means those tax Parcels with a Code Description designated as "Multi-Family Residential" in the Improvement Codes specified in Appendix A.

“Non-Residential Property” means, collectively, Commercial Property, Industrial/Warehouse Property, and Institutional Property.

“Parcel Apportionment” means the further apportionment of the Fire Rescue Assessed Cost allocated to each Property Use Category by the Cost Apportionment among the Tax Parcels under the methodology established in Section 7 of this Initial Assessment Resolution.

“Property Use Categories” mean, collectively, all categories of Residential Property and all categories of Non-Residential Property.

“Recreational Vehicle Park” means (1) a place set aside and offered by a person, for either direct or indirect remuneration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of five or more recreational vehicles or tents; and (2) licensed

by the Department of Health of the State of Florida, or its successor in function as a "recreational vehicle park" under Chapter 513, Florida Statutes, as may be amended from time-to-time.

“Residential Property” means Single-Family Property and Multi-Family Property.

“Single-Family Property” means those Tax Parcels with a Code Description designated as “Single-Family Residential” in the Improvement Codes specified in Appendix A.

“State Database” means the incident data specific to the City derived from the FFIRS Incident Reports maintained by the Florida State Fire Marshal.

“Tax Parcel” means a parcel of property located within the City to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

SECTION 3. Provision and funding of fire rescue services.

(a) Upon the imposition of a Fire Rescue Assessment for fire rescue services facilities or programs against Assessed Property located within the City, the City shall provide fire rescue services to such Assessed Property. A portion of the cost to provide such fire rescue services, facilities, or programs shall be funded from proceeds of the Fire Rescue Assessments. The remaining cost required to provide fire rescue services, facilities, and programs shall be funded by legally available City revenues other than Fire Rescue Assessment proceeds.

(b) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be benefited by the City’s provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment imposed against such parcel, computed in the manner set forth in this Initial Assessment Resolution.

SECTION 4. Imposition and computation of fire rescue assessments. Fire Rescue Assessments shall be imposed against all Tax Parcels within the Property Use Categories. Fire Rescue Assessments shall be computed in the manner set forth in this Initial Assessment Resolution.

SECTION 5. Legislative determinations of special benefit and fair apportionment.

It is hereby ascertained and declared that the Fire Rescue Assessed Costs provide a special benefit to the Assessed Property based on the following legislative determinations and based upon the 2025 Fire Assessment Study prepared by Benesch (“2025 Assessment Study”), which is attached here as Appendix D and hereby incorporated herein by reference.

General

(a) Upon the adoption of this Initial Assessment Resolution determining the Fire Rescue Assessed Costs and identifying the Assessed Property to be included in the Assessment Roll, the legislative determinations of special benefit ascertained and declared in Section 46-94, Winter Garden City Code, are hereby ratified and confirmed.

(b) It is fair and reasonable to use the Improvement Codes and the DOR Codes for the Cost Apportionment and the Parcel Apportionment because: (1) the Tax Roll database

employing the use of such property codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and Building Area for improved property within the City, and (2) the Tax Roll database within such property use codes is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll which compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Method of Collection.

(c) The data available in the Improvement Codes is more useful and accurate to determine Building Area than relying exclusively upon the data maintained in the DOR Code alone because (1) the data maintained in the Improvement Codes reveals the existence of a building with a different use than those described on the DOR Code, and (2) the Improvement Codes represent records maintained by the Property Appraiser with the most information relative to Building Area regardless of property use.

(d) Fire rescue services possess a logical relationship to the use and enjoyment of property by: (1) protecting the value of the improvements, structures, and land through the provision of available fire protection services; (2) protecting the life and safety of intended occupants in the use and enjoyment of property; (3) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection program within the City; and (4) containing the spread of fire incidents occurring on land with the potential to spread and endanger property and property features.

Cost Apportionment

(e) It is fair and reasonable and consistent with the decision from the Florida Supreme Court in the case of *City of North Lauderdale v. SMM Properties, Inc.*, 825 So. 2d 343 (Fla. 2002), to exclude from the Fire Rescue Assessed Cost amounts determined to constitute the Emergency Medical Services Cost.

(f) Apportioning the Fire Rescue Assessed Cost among classifications of improved property based upon historical demand for fire rescue and Basic Life Support Services, but not Advanced Life Support Services, is fair and reasonable and proportional to the special benefit received.

(g) The 2025 Assessment Study incorporates a resource utilization component of the Fire Rescue Assessment based on analysis of historical calls for service and evaluation of the total resources expended in responding to calls for service by type of call and by land use. Based on industry standards on standby/availability compared to active resource response, as outlined in the Center for Public Safety Excellence and Commission on Fire Accreditation International, *CFAI Standards of Cover*, 5th Edition, thirty percent (30%) is the recommended utilization percentage for optimal system operations. Therefore, it is fair and reasonable to allocate 30% of the Fire Rescue Assessed Cost to Assessed Property based on historical demand or resource utilization.

(h) The 2025 Assessment Study also incorporates an availability component of the Fire Rescue Assessment that recognizes and quantifies the value and benefit to Assessed Property from the standing watch or availability of the Fire Department. These special benefits

from the availability of comprehensive fire suppression and protection services were recognized by the Florida Supreme Court in *Morris v. City of Cape Coral*, 163 So. 3d 1174 (Fla. 2015). Based on industry standards for resource usage of 70% standby/available status and 30% active resource response, the 2025 Assessment Study allocates 70% of the Fire Rescue Assessed Cost to Assessed Property using an availability component that incorporates building square footage and the applicable Fire Assessment Property Use Category.

(i) As a result of the urbanized character of the City, the suppression of fire on vacant property primarily benefits the buildings within the adjacent improved property by the containment of the spread of fire rather than the preservation of vacant property. Therefore, it is fair and reasonable to apportion the Fire Rescue Assessed Costs to vacant property at a 50% reduction. The Fire Rescue Assessed Costs for vacant land is imposed on a per parcel basis.

Residential Parcel Apportionment

(j) The potential demand for fire rescue services is impacted by the existence of a Dwelling Unit and its square footage. Because the size and value of Residential Property influence the potential insurance impact of fires in such residences, the City shall adopt a tiered apportionment schedule based on the square footage of each Dwelling Unit.

(k) Apportioning the Fire Rescue Assessed Cost for fire rescue services attributable to Residential Property on a tiered per Dwelling Unit basis is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of Parcel Apportionment based upon historical call data.

Non-Residential Parcel Apportionment

(l) The separation of Non-Residential Property buildings by actual square footage is fair and reasonable for the purpose of Parcel Apportionment because the demand for fire rescue services is determined and measured by the actual square footage of structures and improvements within benefitted parcels.

(m) Institutional Property whose use is exempt from ad valorem taxation under Florida law provides facilities and uses to the owners, occupants, and members as well as the public in general that otherwise might be requested or required to be provided by the City, and such uses serve a public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Rescue Assessments upon buildings of Institutional Property whose building use is wholly exempt from ad valorem taxation under Florida law. Accordingly, no Fire Rescue Assessment shall be imposed upon a building of Institutional Property whose building use is wholly exempt from ad valorem taxation under Florida law.

(n) Government Property provides facilities and uses to the community, local constituents, and the public in general that serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Rescue Assessments upon such parcels of Government Property.

(o) As a consequence of the transient use and potential extraordinary vacancies within Mobile Home Park property and Recreational Vehicle Park property and the lack of

demand for fire rescue services for unoccupied spaces, it is fair and reasonable to provide for a vacancy adjustment procedure for Mobile Home Park property and Recreational Vehicle Park property.

SECTION 6. Cost apportionment methodology.

(a) The apportionment among Tax Parcels of that portion of the Fire Rescue Assessed Costs allocated to each Property Use Category under the Cost Apportionment shall be consistent with the Fire Assessment Cost Allocation methodology described and determined in the 2025 Assessment Study, which is hereby approved, adopted, and incorporated into this Initial Assessment Resolution by reference. Fire Resolution.

SECTION 7. Parcel apportionment methodology.

(a) Fire Rescue Assessments shall be imposed on Assessed Property as follows:

(1) The Fire Rescue Assessment imposed on Residential Property shall be determined by the total number of Dwelling Units and the total square footage of such Dwelling Units on the Assessed Property, using the data maintained by the Property Appraiser as may be supplemented from time to time by data collected or obtained by the City, multiplied by the applicable Fire Rescue Assessment rate in the appropriate Fire Rescue Assessment Property Use Category (Single Family/Mobile Home/Duplex or Multi-Family/Condo) and in the appropriate square footage tier.

(2) The Fire Rescue Assessment imposed on Non-Residential Property shall be determined by the total square footage of all non-residential buildings, grouped by Fire Rescue Assessment Property Use Category, on the Assessed Property, using the data maintained by the Property Appraiser as may be supplemented from time to time by data collected or obtained by the City, multiplied by the applicable Fire Rescue Assessment rate in the appropriate Fire Rescue Assessment Property Use Category (Commercial, Industrial, Institutional) and in the appropriate square footage tier

(3) The Fire Rescue Assessment imposed on Assessed Property with mixed Fire Rescue Assessment Property Use Categories, based on the Property Code assigned by the Property Appraiser and analysis of detailed building use information from the Property Appraiser, shall be the sum of the Fire Rescue Assessments calculated pursuant to subsections (b)(1), (b)(2), and (b)(4) of this Section, as applicable.

(4) Section 166.223, Florida Statutes, mandates that the City treat Recreational Vehicle Park property in the same manner as Commercial property for non-ad valorem special assessments levied by the City. Thus, it is fair and reasonable to treat each space within Recreational Vehicle Park property as a building and assign the square footage based on square footage ranges provided in F.S. 320.01 (1) (b) and F.S. 316.515 and use 500 square feet for each recreation vehicle space. The Fire Rescue Assessment imposed on Assessed Property identified by the Property Appraiser as Recreational Vehicle Park shall be the sum of the square footage assigned to all spaces plus the total square footage of any other buildings on the Assessed Property

multiplied by the applicable Fire Rescue Assessment rate in the appropriate square footage tier. The Owner of a Recreational Vehicle Park may apply for a vacancy adjustment pursuant to Section 13 of this resolution.

(b) It is hereby acknowledged that the Parcel Apportionment methodology described and determined in the 2025 Assessment Study is to be applied in the calculation of the estimated Fire Rescue Assessment rates established in Section 8 of this Initial Assessment Resolution.

SECTION 8. Determination of Fire Rescue Assessed Costs; establishment of initial Fire Rescue Assessments.

(a) The Fire Rescue Assessed Costs to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year beginning October 1, 2025, is the amount determined in the Estimated Fire Rescue Assessment Rate Schedule. The approval of the Estimated Fire Rescue Assessment Rate Schedule by the adoption of this Initial Assessment Resolution determines the amount of the Fire Rescue Assessed Cost. The remainder of such Fiscal Year budget for fire rescue services, facilities, and programs shall be funded from legally available City revenue other than Fire Rescue Assessment proceeds.

(b) The estimated Fire Rescue Assessments specified in the Estimated Fire Rescue Assessment Rate Schedule are hereby established to fund the specified Fire Rescue Assessed Costs determined to be assessed in the Fiscal Year beginning October 1, 2025. No portion of such Fire Rescue Assessed Cost is attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portions of such Fire Rescue Assessed Costs are attributable to the Emergency Medical Services Cost.

(c) The estimated Fire Rescue Assessments established in this Initial Assessment Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the preliminary Assessment Roll for the Fiscal Year beginning October 1, 2025, as provided in Section 9 of this Initial Assessment Resolution.

SECTION 9. Assessment roll.

(a) The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year beginning October 1, 2025, in the manner provided in Section 46-113, Winter Garden City Code. The Assessment Roll shall include all Tax Parcels within the Property Use Categories. The City Manager shall apportion the estimated Fire Rescue Assessed Cost to be recovered through Fire Rescue Assessments in the manner set forth in this Initial Assessment Resolution.

(b) A copy of this Initial Assessment Resolution, documentation related to the estimated amount of the Fire Rescue Assessed Cost to be recovered through the imposition of Fire Rescue Assessments, and the preliminary Assessment Roll shall be maintained on file in the office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Rescue

Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(c) It is hereby ascertained, determined, and declared that the method of determining the Fire Rescue Assessments for fire rescue services, as set forth in this Initial Assessment Resolution, is a fair and reasonable method of apportioning the Fire Rescue Assessed Cost among parcels of Assessed Property located within the City.

SECTION 10. Authorization of public hearing. There is hereby established a public hearing to be held at August 14, 2025 at 6:30 p.m. in the City Commission Chambers, 300 W. Plant Street, Winter Garden, Florida, at which time the City Commission will receive and consider any comments on the Fire Rescue Assessments from the public and affected property owners and consider imposing Fire Rescue Assessments.

SECTION 11. Notice by publication. The City Clerk shall publish a notice of the public hearing authorized by Section 10 of this Initial Assessment Resolution in the time and manner provided in Section 46-114, Winter Garden City Code. The notice shall be published no later than July 25, 2025 in substantially the form attached hereto as Appendix E.

SECTION 12. Notice by mail. The City Manager shall also provide notice by first class mail to the Owner of each parcel of Assessed Property, as required in Section 46-115, Winter Garden City Code, in substantially the form attached hereto as Appendix F. Such notices shall be mailed no later than July 25, 2025.

SECTION 13. Vacancy adjustment.

(a) As a consequence of the transient use and potential for significant numbers of vacancies within Mobile Home Parks and Recreational Vehicle Parks, as compared to other Residential Property and Commercial Property, and the potential sustained lack of demand for fire rescue services for unoccupied spaces, each Owner of Mobile Home Park and Recreational Vehicle Park property shall be afforded the opportunity to demonstrate, in the manner described below, the vacancy rate in space occupancy within such property and receive a vacancy adjustment to the Fire Rescue Assessments imposed upon such property.

(b) Notwithstanding any language to the contrary herein, vacant spaces in Mobile Home Park property shall not be considered Mobile Home Park property for the purposes of calculating Fire Rescue Assessments and shall not be subject to the Fire Rescue Assessments. Similarly, vacant spaces within Recreational Vehicle Park property shall not be considered Commercial Property for the purposes of calculating Fire Rescue Assessments and shall not be subject to the Fire Rescue Assessments.

(c) Vacant spaces shall be those determined by the City Manager based on evidence of a vacancy rate provided by the Owner on or before October 1, 2025 for the initial year and on or before June 1 of each subsequent year. The vacancy rate shall be defined as the percentage of

available spaces within a Mobile Home Park or Recreational Vehicle Park that were vacant between January 1 through and including December 31 of the calendar year preceding the applicable deadline for the Owner's submittal of vacancy rate evidence for each year. The vacancy rate shall be calculated as follows:

1. Multiply the exact number of Permitted Sites within the Park (not including overflow areas) by the number of days in the reporting period to determine Total Possible Space Nights. (Example: 100 sites x 365 days = 36,500)
2. Determine the number of actual occupied spaces for each day in calendar year to determine Actual Space Nights.
3. Divide the number of Actual Space Nights by the number of Total Possible Space Nights to determine Occupancy Percentage.
4. Subtract Occupancy Percentage from 100% to determine Vacancy Rate.

The Owner shall certify by affidavit to the City, on a form provided by the City Manager, the vacancy rate for the respective time period. Such certification shall be subject to verification and audit. At a minimum, such affidavit shall conclusively identify and affirm (1) the tax parcel, (2) the number of spaces and type of improvements in the Mobile Home Park or Recreational Vehicle Park, and (3) the vacancy rate.

(d) The City Manager is directed and authorized to adjust, or cause to be adjusted, any Fire Rescue Assessment imposed for the Fiscal Year beginning October 1, 2025 upon a parcel of Mobile Home Park or Recreational Vehicle Park property whose Owner timely and satisfactorily demonstrates by affidavit that such parcel has experienced vacancies by multiplying the vacancy rate (expressed as a decimal) by the Fire Rescue Assessment attributable to the entire parcel of Mobile Home Park or Recreational Vehicle Park property and reducing the assessment by an equivalent amount.

(e) Any shortfall in the expected Fire Rescue Assessment proceeds due to any adjustment for vacancy shall be supplemented by any legally available funds and shall not be paid for by proceeds or funds derived from Fire Rescue Assessments.

SECTION 14. Application of assessment proceeds. The revenue derived from the City's Fire Rescue Assessments will be utilized for the provision of fire rescue services, facilities, and programs, as reflected by the Fire Rescue Assessed Cost. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire rescue services, facilities, and programs.

SECTION 15. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Resolution 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 Resolution.

SECTION 16. Conflicts. In the event of a conflict or conflicts between this Resolution and any other ordinance or provision of law, this Resolution controls to the extent of the conflict, as allowable under the law.

SECTION 17. Effective date. This Resolution shall become effective immediately upon passage and adoption by the City Commission of the City of Winter Garden, Florida.

PASSED AND RESOLVED this ____ day of _____, 2025, by the City Commission of the City of Winter Garden, Florida.

**CITY COMMISSION OF THE CITY OF
WINTER GARDEN, FLORIDA**

John Rees, Mayor/Commissioner

ATTEST:

Angela Grimmage, City Clerk

Appendix A

Improvement Codes

Table A-1 Orange County Property Appraiser’s Property Use Codes		
Code	Title	Fire Assessment Land Use Category
0	Vacant Residential	Vacant
1	Vacant Residential	Vacant
4	Vacant Condo	Vacant
19	Residential Vacant H.O.A	Vacant
20	Mfr Home With Sticker	Vacant
30	Vacant Water	Vacant
31	Vacant Canal Frontage	Vacant
35	Vacant Lake View	Vacant
40	Vacant Golf Front	Vacant
49	Vacant Condo Association	Vacant
100	Single Family	Residential
101	Single Family Class I	Residential
102	Single Family Class Ii	Residential
103	Single Family Class Iii	Residential
104	Single Family Class Iv	Residential
105	Single Family Class V	Residential
106	Single Family Class Vi	Residential
108	Single Family Modular Home	Residential
119	Residential Improved H.O.A	Residential
120	Townhouse	Residential
121	Townhouse Class Ii	Residential
122	Townhouse Class Iii	Residential
123	Townhouse Class Iv	Residential
130	Single Family Residential - Lake Front	Residential
131	Single Family Residential - Canal Front	Residential
135	Single Family Residential - Lake View	Residential
140	Single Family Residential - Golf	Residential
150	Single Family Residential - Town Home	Residential
151	Townhomes	Residential
154	Townhomes Class Ii	Residential
175	Rooming House	Residential
181	1 Unit Of Duplex	Residential
182	1 Unit Of Class 2 Duplex	Residential
194	Single Family	Residential
195	Single Family Class 3	Residential
196	Single Family Class 4	Residential
197	Single Family Class 5	Residential
200	Manufactured Home	Residential
201	Mobile Home	Residential
202	Manufactured Home	Residential
203	Modular Manufactured Home	Residential
210	Manufactured Home Iv	Residential
220	Unassigned Code	Residential
230	Unassigned Code	Residential
240	Unassigned Code	Residential
299	Manufactured Home Community	Residential
300	Multi-Family I	Residential
301	Multi-Family Lihtc	Residential
303	Multi-Family Air Rights	Residential
310	Multi-Family Ii	Residential
311	Multi-Family Student	Residential
314	Multi-Family Mid-Rise	Residential
315	Multi-Family High-Rise	Residential
321	Multi-Family Dormitory	Residential
349	Multi-Family 10-49	Residential
400	Condominium-Residential	Residential
401	Condominium-Single Family Residential	Residential
403	Condo-Multi-Family	Residential
411	Condo-Retail	Residential
417	Condo-Office	Residential
419	Condo-Medical Office	Residential
421	Condominium-Restaurant	Residential
430	Condominium-Time Share	Residential
439	Condominium-Hotel/Motel	Residential
440	Condo-Industrial Distribution	Residential
442	Condo-Other (Ancillary)	Residential
445	Condo-Industrial Airplane Hangar	Residential
448	Condo-Industrial Warehouse	Residential
449	Condo-Industrial Flex Space	Residential
450	Condominium-Manufactured Home	Residential

Table A-1 (continued)
Orange County Property Appraiser’s Property Use Codes

Code	Title	Fire Assessment Land Use Category
471	Residential Condo Cls 1	Residential
472	Residential Condo Cls 2	Residential
473	Residential Condo Cls 3	Residential
474	Residential Condo Cls 4	Residential
475	Residential Condo Cls 5	Residential
498	Comm Improved Condo Assoc	Residential
499	Residential Improved Condo Association	Residential
500	Cooperatives	Residential
550	Cooperatives Manufactured Home	Residential
600	Retirement Homes / Asst Liv (Sm)	Commercial
610	Assisted Living	Commercial
700	Res Migrant Camp & Boarding Home	Residential
800	Multi-Family	Residential
801	Multi-Family 1 Unit	Residential
802	Multi-Family 2 Units	Residential
803	Multi-Family 3 Units	Residential
804	Multi-Family 4 Units	Residential
805	Multi-Family 5-9 Cls I	Residential
806	Multi-Family 5-9 Cls Ii	Residential
812	Duplex	Residential
813	Triplex	Residential
814	Quadrplex	Residential
822	Class Ii Duplex	Residential
823	Class Ii Triplex	Residential
824	Class Ii Quadrplex	Residential
900	Common Elements/Areas	Exempt
1000	Commercial Vacant Land	Vacant
1001	Commercial Land Economic Unit	Vacant
1003	Commercial Vacant Multi-Family	Vacant
1004	Commercial Vacant Condo Site	Vacant
1010	Commerical Vacant Pad Site	Vacant
1019	Commercial Owner Vacant Association	Vacant
1029	Vacant Developer-Owned	Vacant
1039	Commercial Vacant Hotel	Vacant
1049	Commercial Vacant Condo Association	Vacant
1100	Retail One-Story Store	Commercial
1101	Condo-Retail	Commercial
1103	Retail Air Rights	Commercial
1104	Retail Modular	Commercial
1105	Retail Multi-Tenant I	Commercial
1107	Retail Multi-Tenant Ii	Commercial
1110	Retail Convenience Store	Commercial
1115	Retail Free Standing	Commercial
1119	Com Imp Association	Commercial
1120	Retail Drug Store	Commercial
1125	Retail Big Box Small	Commercial
1130	Retail Big Box Medium	Commercial
1135	Retail Big Box Large	Commercial
1200	Store/Office/Res Class I	Commercial
1210	Store/Office/Res Class Ii	Commercial
1220	Store/Office/Res Class Iii	Commercial
1300	Retail Department Store	Commercial
1400	Retail Supermarket	Commercial
1500	Retail Regional Mall I	Commercial
1505	Retail Regional Mall Ii	Commercial
1510	Retail Lifestyle Center	Commercial
1600	Retail Community Center	Commercial
1610	Retail Neighborhood Center	Commercial
1700	Office One Story	Commercial
1701	Condo-Office	Commercial
1702	Office Modular	Commercial
1703	Office Air Rights	Commercial
1800	Office Low-Rise (2-3 Stories)	Commercial
1802	Office Mid-Rise (4-8 Stories)	Commercial
1803	Office High-Rise (9+ Stories)	Commercial
1900	Office Medical Building	Commercial
1901	Condo-Office-Medical	Commercial
1910	Office Child Care I	Commercial
1911	Office Child Care Ii	Commercial
2000	Airports, Commercial	Commercial

Table A-1 (continued)
Orange County Property Appraiser’s Property Use Codes

Code	Title	Fire Assessment Land Use Category
2010	Terminals, Marinas	Commercial
2015	Transportation Hub	Commercial
2100	Retail Restaurant I	Commercial
2101	Condo-Restaurant	Commercial
2105	Retail Restaurant - Multi-Tenant	Commercial
2110	Retail Restaurant Ii	Commercial
2120	Retail Restaurant Iii	Commercial
2200	Retail Fast Food	Commercial
2201	Retail Restaurant Modular	Commercial
2300	Financial / Bank I	Commercial
2310	Financial / Bank Ii	Commercial
2320	Financial / Bank Iii	Commercial
2700	Auto Dealership	Commercial
2704	Rv/Motorcyle Dealership	Commercial
2705	Auto Sales - Used	Commercial
2706	Auto Sales - Auction	Commercial
2707	Auto Leasing Center	Commercial
2708	Park N Ride Shuttle	Commercial
2710	Dealership Service Repair	Commercial
2720	Tire Dealer	Commercial
2730	Lube Facility	Commercial
2740	Auto Repair Garage	Commercial
2750	Car Wash Self Serve	Commercial
2751	Car Wash Drive Thru	Commercial
2752	Car Wash Automatic	Commercial
2800	Surface Parking	Commercial
2801	Mobile Home Park Family	Residential
2802	Parking Garage	Commercial
2803	Parking Garage Air Rights	Commercial
2805	Mobile Home Park Senior	Residential
2816	Toll Booth	Commercial
2820	Ped Sky Bridge	Commercial
2900	Wholesale Outlet	Commercial
3000	Florist/Greenhouse	Commercial
3100	Drive-In/Open Stadium	Commercial
3200	Theater / Auditorium Enclosed	Commercial
3300	Nightclub/Bars	Commercial
3400	Recreational/Meeting	Commercial
3401	Meeting/Rec Modular	Commercial
3419	Comml Impd Dev-Own Amenities	Commercial
3450	Professional Stadium	Commercial
3500	Tourist Attraction	Commercial
3501	T.A. Sound Stage	Commercial
3502	T.A. Stadium	Commercial
3503	T.A. Theater Class I	Commercial
3504	T.A. Ridehousing Class I	Commercial
3505	T.A. Restaurant Class I	Commercial
3506	T.A. Restrooms I	Commercial
3507	T.A. Retail Class I	Commercial
3508	T.A. Museum	Commercial
3509	T.A. Cubic	Commercial
3510	T.A. Support Class Ii	Commercial
3511	T.A. Pavillion I	Commercial
3512	T.A. Pavillion Ii	Commercial
3513	T.A. Theater Class Ii	Commercial
3514	T.A. Ridehousing Class Ii	Commercial
3515	T.A. Restaurant Class Ii	Commercial
3516	T.A. Restrooms Ii	Commercial
3517	T.A. Retail Class Ii	Commercial
3518	T.A. Bars/Cktl Class I	Commercial
3519	T.A. Bars/Cktl Ii	Commercial
3520	T.A. Restaurant Iii	Commercial
3525	T.A. Rock Work	Commercial
3530	T.A. Tunnel	Commercial
3570	T.A. Turn Station	Commercial
3575	T.A. Guest Pick Up / Drop Off	Commercial
3600	Camps	Commercial
3601	Rv Park	Commercial
3700	Race Tracks	Commercial
3800	Golf Course	Commercial

Table A-1 (continued)
Orange County Property Appraiser’s Property Use Codes

Code	Title	Fire Assessment Land Use Category
3900	Motel	Commercial
3901	Hotel Condo	Commercial
3902	Hotel Tourist Attraction	Commercial
3903	Hotel Air Rights	Commercial
3904	Hotel Weekly / Monthly Class I	Commercial
3905	Hotel Extended Stay	Commercial
3906	Timeshare Holding	Commercial
3907	Hotel Interim / Transition Use	Commercial
3908	Hotel Bed & Breakfast	Commercial
3909	Hotel Weekly / Monthly Class Ii	Commercial
3910	Hotel Limited Service	Commercial
3915	Hotel Select Service	Commercial
3920	Hotel Full Service	Commercial
3925	Hotel Luxury	Commercial
3926	Hotel Resort / Conv Class I	Commercial
3927	Hotel Resort / Conv Class Ii	Commercial
3928	Hotel Resort / Conv Class Iii	Commercial
3930	Convention Center	Commercial
3935	Hotel Ultra Luxury	Commercial
3940	Undeclared Timeshare	Commercial
3999	Timeshare 99-999	Commercial
4000	Industrial Vacant Land	Vacant
4009	Industrial Storage Yard	Vacant
4100	Ind Light Manufacturing	Industrial/Warehouse
4200	Ind Research/Development	Industrial/Warehouse
4205	Ind Heavy Manufacturing	Industrial/Warehouse
4210	Ind High Tech Manufacturing	Industrial/Warehouse
4300	Ind Lumber Yards	Industrial/Warehouse
4400	Ind Packing Plant	Industrial/Warehouse
4500	Ind Bottlers	Industrial/Warehouse
4501	Condo-Hangar	Industrial/Warehouse
4600	Ind Food Processing	Industrial/Warehouse
4610	Ind Cold Storage	Industrial/Warehouse
4700	Ind Mineral Process	Industrial/Warehouse
4800	Ind Warehouse I	Industrial/Warehouse
4801	Condo-Industrial	Industrial/Warehouse
4807	Ind Warehouse Ii	Industrial/Warehouse
4808	Ind Distribution I	Industrial/Warehouse
4810	Ind Distribution Ii	Industrial/Warehouse
4820	Ind Self Storage I	Industrial/Warehouse
4825	Ind Self Storage Ii	Industrial/Warehouse
4830	Ind Truck Terminal	Industrial/Warehouse
4840	Ind Sales Warehouses	Industrial/Warehouse
4850	Ind Airplane Hangar	Industrial/Warehouse
4860	Ind Flex Space I	Industrial/Warehouse
4870	Ind Flex Space Ii	Industrial/Warehouse
4890	Ind Telecom/Data Center	Industrial/Warehouse
4900	Ind Open Storage	Industrial/Warehouse
4901	Condo-Storage	Industrial/Warehouse
5001	Ag Operations Site	Agricultural
5002	Ag Quarantine Zone	Agricultural
5200	Ag Cropland Row Crops	Agricultural
5400	Ag Timberland	Agricultural
6000	Ag Grazing Improved Hay Production	Agricultural
6100	Ag Grazing Improved Pasture	Agricultural
6200	Ag Grazing Land Semi-Improved Pasture	Agricultural
6300	Ag Grazing Land Native Pasture	Agricultural
6600	Ag Misc Orchard	Agricultural
6605	Ag Blueberries	Agricultural
6610	Ag Citrus Grove New	Agricultural
6620	Ag Citrus Grove Starting To Produce	Agricultural
6630	Ag Citrus Grove Producing Economically	Agricultural
6640	Ag Citrus Grove Declining	Agricultural
6660	Conservation Miscellaneous Orchard / Grove Fruit	Agricultural
6690	C.H.R.P.	Agricultural
6700	Ag Misc Animals	Agricultural
6710	Ag Aquaculture	Agricultural
6730	Ag Apiary / Beeyard	Agricultural
6801	Ag Horse Farm	Agricultural
6900	Ag Greenhouse Ornamental Landscape	Agricultural

Table A-1 (continued)
Orange County Property Appraiser’s Property Use Codes

Code	Title	Fire Assessment Land Use Category
6910	Ag Field Nursery	Agricultural
6930	Ag Container Nursery	Agricultural
6940	Ag Mixed Container/Field	Agricultural
6952	Ag Sod - Class I	Agricultural
6953	Ag Sod - Class Ii	Agricultural
6980	Ag Hydroponics	Agricultural
6999	Agricultural Waste	Agricultural
7000	Inst-Vacant Land	Vacant
7100	Inst-Religious	Institutional
7200	Inst-School - Private	Institutional
7204	Inst-College - Private	Institutional
7300	Inst-Hospital Private I	Institutional
7305	Inst-Hospital Private Ii	Institutional
7400	Inst-Retirement Comm Lg/Inst	Institutional
7401	Inst-Skilled Nursery/Memory Care	Institutional
7500	Inst-Charitable	Institutional
7600	Inst-Mortuary	Institutional
7610	Inst-Cemetery	Institutional
7700	Inst-Lodge/Union Hall	Institutional
7720	Inst-Country Club	Institutional
7800	Inst-Sanitarium/Convalescent	Institutional
7900	Inst-Cultural	Institutional
8000	Govt Vacant Land	Vacant
8007	Public Cemetery	Government
8010	Water Mgmt District Vac Land	Government
8063	County Conservation/Wetland	Government
8064	County Mitigation	Government
8065	County Stormwater/Retention	Government
8066	County Landscape/Wall Buffer	Government
8067	County Trails And Access	Government
8068	County Right-Of-Way	Government
8069	County Submerged	Government
8073	State Conservation/Wetland	Government
8074	State Mitigation	Government
8075	State Stormwater/Retention	Government
8076	State Landscape/Wall Buffer	Government
8077	State Trails And Access	Government
8078	State Right-Of-Way	Government
8079	State Submerged	Government
8088	Central Fl Expy Authority	Government
8093	Muni Conservation/Wetland	Government
8094	Muni Mitigation	Government
8095	Muni Stormwater/Retention	Government
8096	Muni Landscape/Wall Buffer	Government
8097	Muni Trails And Access	Government
8098	Muni Right-Of-Way	Government
8099	Muni Submerged	Government
8100	Military	Government
8200	Forest, Parks, Recreation	Government
8238	Public Golf Course	Government
8286	County Forest, Parks, Recreation	Government
8287	State Forest Park Recreation	Government
8288	Federal Forest Park Recreation	Government
8289	Municipal Forest Park Recreation	Government
8300	Public County School	Government
8400	Public College	Government
8500	Public Hospital	Government
8600	County (Other Bldg)	Government
8610	County Multi Use Facility	Government
8620	County Utility-Gas, Electric	Government
8700	State (Other Bldg)	Government
8710	State Muilti-Use Facility	Government
8798	State Commuter Rail	Government
8800	Federal (Other)	Government
8900	Municipal (Other)	Government
8910	Municipal Airport	Government
8920	Muni Utility, Gas, Electric	Government
8980	Municipal Multi-Use Fclty I	Government
8981	Municipal Multi-Use Fclty Ii	Government

Table A-1 (continued)
Orange County Property Appraiser’s Property Use Codes

Code	Title	Fire Assessment Land Use Category
9000	Municipal Lease - Other	Other
9011	Municipal Lease Retail	Other
9017	Municipal Lease Office	Other
9048	Municipal Lease Warehouse	Other
9100	Private Utility	Other
9110	Private Communication Tower	Other
9111	Emergency Communication	Other
9200	Private Mining	Other
9300	Private Subsurface Rights	Other
9400	Private Right-Of-Way	Other
9420	Utility Easement	Other
9494	Access Easement	Other
9500	Private Submerged	Other
9510	Private River	Other
9520	Private Lake	Other
9530	Private Pond	Other
9540	Private Bay	Other
9600	Private Wetland/Lowland	Other
9605	Pvt Solid Waste Landfill	Other
9620	Borrow Pit	Other
9630	Extractive Pit	Other
9700	Private Recreational Park	Other
9710	High Water Recharge Area	Other
9770	Private Trails / Park Access	Other
9780	Hiatus Gap / Overlap	Other
9800	Private Rail Centrally Assessed	Other
9810	Private Railroad Terminal	Other
9894	Private Railroad Right-Of-Way	Other
9900	Non-Agricultural Acreage	Other
9903	Vacant Air Rights	Other
9910	Mrkt Value Ag	Other
9915	Sign Sites	Other
9920	Pvt Utilities	Other
9930	Private Conservation Use Class	Other
9935	Private Conservation Exemption	Other
9940	Private Mitigation	Other
9950	Private Stormwater/Retention	Other
9960	Private Landscape/Wall Buffer	Other

Appendix B

Estimated Fire Assessment Rate Schedule

Table B-1**Fire Assessment Rates for Residential and Vacant Land Uses**

Land Use/Tier	Unit	Fire Assessment Rate
<i>Residential</i>		
Less than 1,000 sf	dwelling unit	\$333.56
1,000 to 1,499 sq ft	dwelling unit	\$359.47
1,500 to 1,999 sq ft	dwelling unit	\$386.61
2,000 to 2,499 sq ft	dwelling unit	\$413.76
2,500 to 2,999 sq ft	dwelling unit	\$442.14
3,000 to 3,499 sq ft	dwelling unit	\$470.52
3,500 sq ft or more	dwelling unit	\$518.64
<i>Vacant Land</i>		
Vacant Land	parcel	\$366.00

Table B-2
Fire Assessment Rates for Non-Residential Land Uses

Square Footage Tier	Unit	Commercial	Industrial/ Warehouse	Institutional
1 - 1,999	parcel	\$553	\$404	\$1,114
2,000 to 2,999	parcel	\$1,106	\$808	\$2,228
3,000 to 3,999	parcel	\$1,659	\$1,212	\$3,342
4,000 to 4,999	parcel	\$2,212	\$1,616	\$4,456
5,000 to 5,999	parcel	\$2,765	\$2,020	\$5,570
6,000 to 6,999	parcel	\$3,318	\$2,424	\$6,684
7,000 to 7,999	parcel	\$3,871	\$2,828	\$7,798
8,000 to 9,999	parcel	\$4,424	\$3,232	\$8,912
10,000 to 11,999	parcel	\$5,530	\$4,040	\$11,140
12,000 to 13,999	parcel	\$6,636	\$4,848	\$13,368
14,000 to 15,999	parcel	\$7,742	\$5,656	\$15,596
16,000 to 17,999	parcel	\$8,848	\$6,464	\$17,824
18,000 to 19,999	parcel	\$9,954	\$7,272	\$20,052
20,000 to 24,999	parcel	\$11,060	\$8,080	\$22,280
25,000 to 29,999	parcel	\$13,825	\$10,100	\$27,850
30,000 to 34,999	parcel	\$16,590	\$12,120	\$33,420
35,000 to 39,999	parcel	\$19,355	\$14,140	\$38,990
40,000 to 44,999	parcel	\$22,120	\$16,160	\$44,560
45,000 to 49,999	parcel	\$24,885	\$18,180	\$50,130
50,000 to 59,999	parcel	\$27,650	\$20,200	\$55,700
60,000 to 69,999	parcel	\$33,180	\$24,240	\$66,840
70,000 to 79,999	parcel	\$38,710	\$28,280	\$77,980
80,000 to 89,999	parcel	\$44,240	\$32,320	\$89,120
90,000 to 99,999	parcel	\$49,770	\$36,360	\$100,260
100,000 to 119,999	parcel	\$55,300	\$40,400	\$111,400
120,000 to 139,999	parcel	\$66,360	\$48,480	\$133,680
140,000 to 159,999	parcel	\$77,420	\$56,560	\$155,960
160,000 to 179,999	parcel	\$88,480	\$64,640	\$178,240
180,000 to 199,999	parcel	\$99,540	\$72,720	\$200,520
200,000 to 249,999	parcel	\$110,600	\$80,800	\$222,800
250,000 to 299,999	parcel	\$138,250	\$101,000	\$278,500
300,000 or greater	parcel	\$165,900	\$121,200	\$334,200

Appendix C

Property Use Codes

Table C-1
National Fire Incident Reporting System’s Property Use Codes

NFIRS	Main	Description	Category
0	Other	Other	n/a
100	Assembly	Assembly, other	n/a
110	Assembly	Fixed-use recreation places, other	Commercial
111	Assembly	Bowling establishment	Commercial
112	Assembly	Billiard center, pool hall	Commercial
113	Assembly	Electronic amusement center	Commercial
114	Assembly	Ice Rink: Indoor of outdoor	Commercial
115	Assembly	Roller rink: indoor or outdoor	Commercial
116	Assembly	Swimming facility	Commercial
120	Assembly	Variable-use amusement, recreation places, other	Commercial
121	Assembly	Ballroom, gymnasium	Commercial
122	Assembly	Convention center, exhibition hall	Commercial
123	Assembly	Stadium, arena	Commercial
124	Assembly	Playground	Commercial
129	Assembly	Amusement center, indoor/outdoor	Commercial
130	Assembly	Places of worship, funeral parlors, other	Institutional
131	Assembly	Church, mosque, synagogue, temple, chapel	Institutional
134	Assembly	Funeral parlor	Institutional
140	Assembly	Clubs, other	Commercial
141	Assembly	Athletic/health club	Institutional
142	Assembly	Clubhouse	Commercial
143	Assembly	Yacht club	Commercial
144	Assembly	Casino, gambling clubs	Commercial
150	Assembly	Public or government, other	Government
151	Assembly	Library	Government
152	Assembly	Museum	Institutional
155	Assembly	Courthouse	Government
160	Assembly	Eating, drinking places, other	Commercial
161	Assembly	Restaurant or cafeteria	Commercial
162	Assembly	Bar or nightclub	Commercial
171	Assembly	Airport passenger terminal	Commercial
173	Assembly	Bus Station	Commercial
174	Assembly	Rapid transit station	Commercial
180	Assembly	Studio/theater, other	Commercial
181	Assembly	Live performance center	Commercial
182	Assembly	Auditorium, concert hall	Commercial
183	Assembly	Movie theater	Commercial
185	Assembly	Radio, television studio	Commercial
200	Educational	Educational, other	Institutional
210	Educational	Schools, non-adult, other	Institutional
211	Educational	Preschool	Institutional
213	Educational	Elementary school, including kindergarten	Institutional
215	Educational	High school/junior high school/middle school	Institutional
241	Educational	Adult education center, college classroom	Institutional
254	Educational	Day care, in commercial property	Commercial
255	Educational	Day care, in residence, licensed	Commercial
300	Health Care, Detention & Correction	Health care, detention, & correction, other	Government
311	Health Care, Detention & Correction	24-hour care nursing homes, 4 or more persons	Institutional
321	Health Care, Detention & Correction	Mental retardation/development disability facility	Institutional
322	Health Care, Detention & Correction	Alcohol or substance abuse recovery center	Institutional
323	Health Care, Detention & Correction	Asylum, mental institution	Institutional
331	Health Care, Detention & Correction	Hospital - medical or psychiatric	Institutional
332	Health Care, Detention & Correction	Hospices	Institutional
340	Health Care, Detention & Correction	Clinics, doctors offices, hemodialysis ctr, other	Institutional
341	Health Care, Detention & Correction	Clinic, clinic-type infirmary	Institutional
342	Health Care, Detention & Correction	Doctor, dentist or oral surgeon office	Commercial
343	Health Care, Detention & Correction	Hemodialysis unit	Institutional
361	Health Care, Detention & Correction	Jail, prison (not juvenile)	Government
363	Health Care, Detention & Correction	Reformatory, juvenile detention center	Government
365	Health Care, Detention & Correction	Police station	Government
400	Residential	Residential, other	Residential
419	Residential	1 or 2 family dwelling	Residential
429	Residential	Multifamily dwelling	Residential
439	Residential	Boarding/rooming house, residential hotels	Residential
449	Residential	Hotel/motel, commercial	Commercial
459	Residential	Residential board and care	Institutional
460	Residential	Dormitory-type residence, other	Residential
462	Residential	Sorority house, fraternity house	Residential
464	Residential	Barracks, dormitory	Residential
500	Mercantile, Business	Mercantile, business, other	Commercial
511	Mercantile, Business	Convenience store	Commercial
519	Mercantile, Business	Food and beverage sales, grocery store	Commercial
529	Mercantile, Business	Textile, wearing apparel sales	Commercial
539	Mercantile, Business	Household goods, sales, repairs	Commercial
549	Mercantile, Business	Special shop	Commercial
557	Mercantile, Business	Personal service, including barber and beauty shops	Commercial
559	Mercantile, Business	Recreational, hobby, home repair sales, pet store	Commercial
564	Mercantile, Business	Laundry, dry cleaning	Commercial

Table C-1 (continued)			
National Fire Incident Reporting System’s Incident Property Use Codes			
NFIRS	Main	Description	Category
569	Mercantile, Business	Professional supplies, services	Commercial
571	Mercantile, Business	Service station, gas station	Commercial
579	Mercantile, Business	Motor vehicle or boat sales, services, repair	Commercial
580	Mercantile, Business	General retail, other	Commercial
581	Mercantile, Business	Department or discount store	Commercial
592	Mercantile, Business	Bank	Commercial
593	Mercantile, Business	Office: veterinary or research	Institutional
596	Mercantile, Business	Post office or mailing firms	Institutional
599	Mercantile, Business	Business office	Commercial
600	Industrial, Utility, Defense, Ag, Mining	Ind., utility, defence, agriculture, mining, other	Industrial/Warehouse
615	Industrial, Utility, Defense, Ag, Mining	Electric-generating plant	Industrial/Warehouse
629	Industrial, Utility, Defense, Ag, Mining	Laboratory or science laboratory	Commercial
631	Industrial, Utility, Defense, Ag, Mining	Defense, military installation	Government
635	Industrial, Utility, Defense, Ag, Mining	Computer Center	Institutional
639	Industrial, Utility, Defense, Ag, Mining	Communications center	Institutional
640	Industrial, Utility, Defense, Ag, Mining	Utility or distribution system, other	Industrial/Warehouse
642	Industrial, Utility, Defense, Ag, Mining	Electrical distribution	Industrial/Warehouse
644	Industrial, Utility, Defense, Ag, Mining	Gas distribution, gas pipeline	Industrial/Warehouse
645	Industrial, Utility, Defense, Ag, Mining	Flammable liquid distribution, FL pipeline	Industrial/Warehouse
647	Industrial, Utility, Defense, Ag, Mining	Water utility	Industrial/Warehouse
648	Industrial, Utility, Defense, Ag, Mining	Sanitation utility	Industrial/Warehouse
655	Industrial, Utility, Defense, Ag, Mining	Crops or orchard	Agricultural
659	Industrial, Utility, Defense, Ag, Mining	Livestock production	Agricultural
669	Industrial, Utility, Defense, Ag, Mining	Forest, timberland, woodland	Agricultural
679	Industrial, Utility, Defense, Ag, Mining	Mine, quarry	Agricultural
700	Manufacturing, Processing	Manufacturing, processing	Industrial/Warehouse
800	Storage	Storage, other	Industrial/Warehouse
807	Storage	Outside material storage area	Industrial/Warehouse
808	Storage	Outbuilding or shed	n/a
819	Storage	Livestock, poultry storage	n/a
839	Storage	Refrigerated storage	n/a
849	Storage	Outside storage tank	n/a
880	Storage	Vehicle storage, other	n/a
881	Storage	Parking garage (Detached residential garage)	n/a
882	Storage	Parking garage, general vehicle	Industrial/Warehouse
888	Storage	Fire station	Government
891	Storage	Warehouse	Industrial/Warehouse
898	Storage	Dock, marina, pier, wharf	n/a
899	Storage	Residential or self-storage units	n/a
900	Outside or Special Property	Outside or special property, other	Vacant
919	Outside or Special Property	Dump, sanitary landfill	n/a
921	Outside or Special Property	Bridge, trestle	n/a
926	Outside or Special Property	Outbuilding, protective shelter	n/a
931	Outside or Special Property	Open land or field	Vacant
935	Outside or Special Property	Campsite with utilities	Commercial
936	Outside or Special Property	Vacant lot	Vacant
937	Outside or Special Property	Beach	n/a
938	Outside or Special Property	Graded and cared-for plots of land	Vacant
940	Outside or Special Property	Water area, other	n/a
941	Outside or Special Property	Open oceanm sea or tidal waters	n/a
946	Outside or Special Property	Lake, river, stream	n/a
951	Outside or Special Property	Railroad right-of-way	n/a
952	Outside or Special Property	Railroad yard	n/a
960	Outside or Special Property	Street, other	n/a
961	Outside or Special Property	Highway or divided highway	n/a
962	Outside or Special Property	Residential street, road or residential driveway	n/a
963	Outside or Special Property	Street or road in commercial area	n/a
965	Outside or Special Property	Vehicle parking area	Vacant
972	Outside or Special Property	Aircraft runway	n/a
973	Outside or Special Property	Aircraft taxiway	n/a
974	Outside or Special Property	Aircraft loading area	n/a
981	Outside or Special Property	Construction site	Commercial
983	Outside or Special Property	Pipeline, power line or other utility right-of-way	Vacant
984	Outside or Special Property	Industrial plant yard - area	n/a
400M	Residential	Residential, other, Mobile Home	Residential
400V	Residential	Residential, other, Recreational Vehicle	Commercial
NNN	Outside or Special Property	None	n/a
UUU	Outside or Special Property	Undetermined	n/a
N/A			n/a

Appendix D

2025 Fire Assessment Study by Benesch



City of Winter Garden Fire Assessment Study

FINAL Report
June 17, 2025

Prepared for:

City of Winter Garden
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CITY OF WINTER GARDEN
FIRE ASSESSMENT STUDY

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- Appendix A: Fire Rescue Incident Data
- Appendix B: Fire Rescue Budget Detail
- Appendix C: Incident and Property Code Classification

CITY OF WINTER GARDEN FIRE ASSESSMENT STUDY

I. Introduction

The City of Winter Garden is interested in implementing a fire assessment program to fund operating and capital costs associated with providing fire prevention and first response services. The City retained Benesch to prepare the technical study that calculates the fire assessment rates.

This technical report provides a summary of findings based on incident data over the past ten years, current property unit data, and the requested budget for FY 2025/26.

II. Service Delivery and Legal Requirements

Fire Department Services and Service Area

Winter Garden Fire Rescue Department (WGFRD) provides fire protection and emergency medical services (EMS) to an area of approximately 18 square miles with a population of 51,000. The Department has automatic aid agreements with the Orange County Fire Rescue Department and the neighboring City of Ocoee Fire Department. WGFRD also participates in the Statewide Mutual Aid Agreement (State of Florida) and Four-Party Interlocal Agreement for mutual fire and disaster aid assistance.

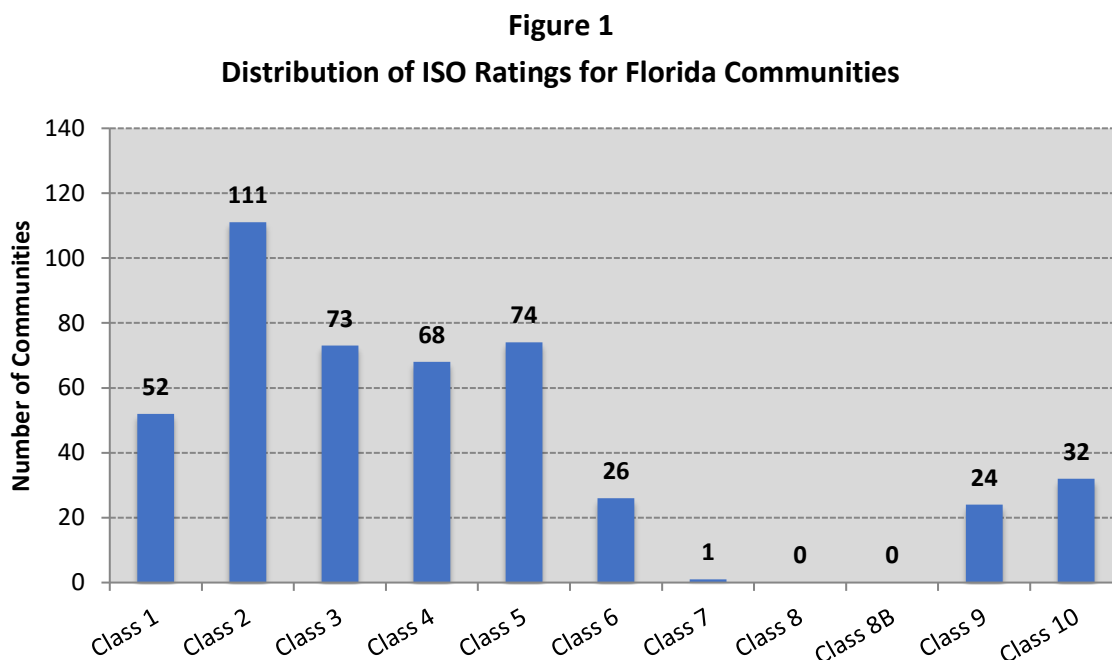
Currently, the City operates two temporary stations and two permanent stations with 73 full-time employees.

Insurance Services Office (ISO) Rating

Measurement of a community's fire protection services is provided through the Insurance Services Office (ISO), which collects information on municipal fire protection efforts throughout the United States. ISO ratings are accepted by the insurance industry and by fire departments nationwide as the industry standard for measuring a fire department's capacity and ability to suppress fire incidents. For each community, ISO analyzes relevant data using its Fire Suppression Rating Schedule (FSRS). The three primary areas of data analyzed include 1) fire department fire alarm and communications system, 2) fire department staff and equipment, and 3) water supply system available to the fire department. In turn, the FSRS is used to assign a Public Protection Classification (PPC) from 1 to 10 (commonly referred to as a fire department's "ISO Rating"). An ISO Rating of Class 1 represents excellent public protection, while an ISO Rating of Class 10 indicates that the community's fire-suppression program does not meet ISO's minimum criteria. Participation in the ISO program aims primarily to provide a community with an objective and standard rating system used nationwide that assists fire departments in planning and budgeting for facilities, equipment, and training. In addition, ISO ratings are used by many insurance companies to establish appropriate fire insurance premiums for residential and commercial properties within a community, thus providing a financial incentive for communities that choose to improve their fire protection services.

WGFRD's current ISO rating is Class 2 urban/2x rural. This split rating indicates that properties within five road miles of a fire station and 1,000 feet of a fire hydrant have an ISO rating of Class

2, while properties within five road miles of a fire station but beyond 1,000 feet of a hydrant have a rating of Class 2x. **Figure 1** presents the distribution of ISO Ratings for Florida communities.



Source: Insurance Services Office; Public Protection Classification

Legal Requirements

There is a substantial body of case law in Florida upholding the authority of local governments to impose special assessments for fire rescue services. See, for example, Fire Dist. No. 1 of Polk County v. Jenkins, 221 So.2d 740 (Fla. 1969); Lake County v. Water Oak Management Corp., 695 So. 2d 667 (Fla. 1997), City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), Desiderio Corp. v. City of Boynton Beach, 39 So.3d 487 (4th DCA 2010). The authority of local governments to adopt and impose special assessments for fire rescue services and to develop fair and reasonable assessment apportionment methodologies was more recently reaffirmed and unanimously upheld by the Florida Supreme Court in Morris vs. City of Cape Coral, 163 So.3d 1174 (Fla. 2015). This case upheld the City of Cape Coral’s fire assessment program that recognized insurance savings, reduction in financial liability, and enhanced property values were among the special benefits to property received from the Fire Department’s services. This case also approved the availability-based benefit approach that is being incorporated into this study.

Under Florida case law, the services or improvements funded by the assessment must have a logical relationship with and provide “special benefit” to property, and the assessment

methodology must apportion the costs in a fair and reasonable manner. A local government's legislative determination of special benefit and fair apportionment should be upheld by a court unless the determination is arbitrary and not supported by competent, substantial evidence. Sarasota County v. Sarasota Church of Christ, Inc., 667 So.2d 180, 183 (Fla. 1995) (citing City of Boca Raton v. State, 595 So.2d 25, 30 (Fla. 1992)). In City of North Lauderdale, the Florida Supreme Court reaffirmed that traditional fire protection services such as fire suppression, fire prevention, fire/building inspections and first response medical services (BLS) provide special benefit to property but held that advance life support (ALS) and medical transport do not have a logical relationship to property. The City of North Lauderdale decision limits a fire assessment to that portion of the fire department budget that relates to traditional fire services, including first responder services. The use of historical demand for fire protection services, by reviewing calls for service, was upheld as a reasonable and fair basis for apportioning fire protection costs to assessed properties in the City of North Lauderdale case. In Desiderio Corporation, a method of allocating budget costs between fire rescue costs and ALS costs was approved as a fair and reasonable way to identify and remove ALS costs from the calculation of a fire rescue assessment.

The fire assessment methodology contained in this report is consistent with Florida case law and uses a combination of availability-based and resource-based utilization-based approaches. The calculations exclude the portion of WGFRD's fire budget and incidents associated with non-traditional emergency medical services, such as ALS, through a budget analysis, and allocate costs to assessed properties based on historical calls for service to quantify relative demand for and benefit from fire services by different land uses.

III. Calculation of Fire Assessment Rates

There are several components in determining the fire assessment rate schedule:

- Determination of the fire rescue funding requirement
- Distribution of fire rescue incidents and resources by property rate category
- Determination of fire rescue assessment allocation
- Distribution of units by land use rate category

These components are discussed in further detail below, resulting in the calculated fire rescue assessment rate schedule for the City of Winter Garden.

Fire Assessment Funding Requirement

To determine the fire rescue assessment rates, assessable portion of the Fire Department's budget needs to be identified. This calculation is based on the requested FY 2025/26 budget provided by the City. The following adjustments were made to the requested budget to calculate the assessable budget:

- Since WGFRD provides ALS services in addition to the traditional fire rescue and first responder/basic life support (BLS) services, the cost associated with ALS services needs to be excluded. As shown in **Table 1**, the WGFRD identified over \$2.2 million of ALS expenditures to be excluded.

*Winter Garden's total
assessment funding
requirement for FY
2025/26 is \$12.4
million.*

- An analysis of the dedicated revenue sources indicated that the City receives revenues from fire inspection services, grants, and EMS transfers, among other sources. These amounts are also subtracted from the assessable budget. Additional details are provided in Appendix B, Table B-2.
- Miscellaneous assessment expenditures, such as the statutory discount and collection costs, were added to the assessable costs.

Table 1
Fire Rescue Budget (FY 2025/26)

Item	FY 2025/26
Expenditures ⁽¹⁾	
Personnel	\$10,589,061
Operating	\$2,537,735
Capital Outlay	<u>\$721,000</u>
Subtotal - Expenditures	\$13,847,796
Deductions ⁽¹⁾	
ALS Expenditures	\$2,211,239
Fire Dedicated Revenues	<u>\$60,157</u>
Subtotal - Revenues	\$2,271,396
Total Net Expenditures ⁽²⁾	\$11,576,400
Miscellaneous Assessment Expenditures	
Statutory Discount (5%) ⁽³⁾	\$578,820
Collection Costs (2%) ⁽⁴⁾	\$231,528
Study Reimbursement ⁽⁵⁾	<u>\$16,000</u>
Subtotal - Misc Assessment Expenditures	\$826,348
Total Assessment Funding Requirement	\$12,402,748

1) Source: Appendix B, Tables B-1 and B-2

2) Total expenditures less total deductions

3) Statutory discount reflecting up to 5% reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection

4) Reflects 2% collection fee retained by the Tax Collector

5) Annual study cost; assuming 5-year update cycle

Incident Data Distribution by Land Use

Another component of the fire assessment rate calculations is the demand for fire rescue services by land use. Incidents over the past 10 years were reviewed and total resource utilization by land use was calculated. Total resources incorporate not only the frequency of calls but also the duration of each incident along with the number of staff and vehicles utilized. Ten years of data is utilized to obtain more consistent results and minimize random fluctuations from one year to another.

As shown in **Table 2**, residential properties have the highest use of fire rescue resources in the City of Winter Garden, followed by institutional and commercial land uses. Vacant properties

account for the use of five percent of fire rescue resources. Consistent with the methodology utilized in other jurisdictions in Florida, the total resource distribution has been adjusted, with the vacant land category being reduced to 50 percent of its distribution. The other half of vacant land resources was distributed into the remaining (non-agricultural) land uses. This adjustment is to reflect the limited benefit received by vacant property from services of the Fire Department since there are no structures or occupants and to capture the benefit received by surrounding structures from extinguishing a fire at an adjacent or nearby vacant property.

Table 2
Distribution of Total Resources by Land Use

Land Use	Distribution of Resources Avg 2015-2024 ⁽¹⁾	Adjusted Distribution ⁽²⁾
Residential	56.3%	57.9%
Commercial	15.3%	15.7%
Industrial/Warehouse	1.5%	1.5%
Institutional	20.5%	21.0%
Government	1.2%	1.2%
Vacant Land	5.0%	2.5%
Agricultural	0.2%	0.2%

1) Source: Appendix A, Table A-4

2) Source: Item 1 with an adjustment for vacant land at 50% and a re-distribution of the remaining share into the other (non-agricultural) land uses

Fire Assessment Cost Allocation

Based on the total fire assessment funding requirement and distribution of total resources, the allocation of the assessed costs to each property rate category is calculated. **Table 3** presents the fire rescue assessed cost allocation by land use/rate category. As shown, the residential land use will fund the largest portion of the budget.

Per State legislation, agricultural land uses are exempt from fire assessments. Florida Statutes Section 170.01 (4) provides that, with limited exceptions, a City may not levy a special assessment for fire protection services on lands classified as agricultural lands under F.S. 193.461 unless those lands contain a residential dwelling unit or a qualified non-residential building. Therefore, the portion of the budget associated with agricultural fire incidents cannot be recovered through the City's fire assessment and is excluded in the remainder of this report. Similarly, the City will not assess government properties and will need to supplement the revenue loss through the General Fund.

Table 3
Fire Protection Cost Allocation

Land Use	Distribution of Total Resources ⁽¹⁾	Share of FY 2026 Maximum Assessable Budget ⁽²⁾
Funding Requirement	-	\$12,402,748
Single Family	57.9%	\$7,181,192
Commercial	15.7%	\$1,947,231
Industrial/Warehouse	1.5%	\$186,041
Institutional	21.0%	\$2,604,577
Government	1.2%	\$148,833
Vacant	2.5%	\$310,069
Agricultural	0.2%	\$24,805
Total	100.0%	\$12,402,748

1) Source: Table 2; total resource distribution from 2015 to 2024

2) Total assessable budget (Table 1) multiplied by portion of the resources (Item 1)

Land Use Data

The next step in determining the fire assessment rates is to allocate the assessed costs to property units (e.g., dwelling units, square footage, or parcels) within each of the land use categories. This was accomplished by utilizing the most recent data from the Orange County Property Appraiser's parcel database. The database includes both properties that are tax exempt (e.g., governmental uses) and non-tax exempt, and all units were included in the assessment calculations.

For residential land uses, the total number of dwelling units within the City was determined. In addition, the square footage of each unit was recorded. In the case of apartments, because the square footage of individual units in an apartment building was not available in the Property Appraiser's database, an average unit size was calculated based on the total square footage and total number of units on a given parcel. For the non-residential (i.e., commercial, industrial/warehouse, and institutional) land uses, total "living area" square footage on each parcel was used to distribute properties into square footage tiers. For vacant land, the number of parcels was used.

Table 4 presents a summary of the total property units for the City of Winter Garden.

Table 4
Distribution of Property Units by Rate Category

Property Rate Category	Unit	Number of Units
Residential	dwelling unit	17,588
Commercial	square footage	4,414,592
Industrial/Warehouse	square footage	3,766,187
Institutional	square footage	1,351,898
Government	square footage	1,648,912
Vacant Land	parcel	847

Source: Orange County Property Appraiser's Parcel Database, April 2025

Calculated Fire Assessment Schedule

Residential & Vacant Land

To calculate the assessment rates, the portion of the assessable budget allocated to residential or vacant land properties from Table 3 is divided by the number of units from Table 4. **Table 5** presents the fire assessment rates for residential and vacant land properties in the City of Winter Garden.

Table 5
Calculated Fire Assessment Rate Schedule (Residential and Vacant Land)

Land Use	Unit	Assessable Budget Allocation ⁽¹⁾	Total Number of Units ⁽²⁾	Calculated Rate per Unit ⁽³⁾
<i>Residential</i>				
Residential	dwelling unit	\$7,181,192	17,588	\$408
<i>Land</i>				
Vacant Land	parcel	\$310,069	847	\$366

1) Source: Table 3

2) Source: Table 4

3) Assessable budget (Item 1) divided by number of units (Item 2)

Residential Tiering

This study also presents an option for a tiered residential fire assessment rate per unit. Similar to the forthcoming non-residential rate calculations, this methodology combines benefit to the property from the availability of the Fire Department as well as that received from active use of its resources. More specifically,

- 70 percent of the residential budget is distributed among all dwelling units equally. This distribution accounts for the benefit received by each property from the availability of the Fire Department's services.
- The remaining 30 percent of the residential budget is distributed based on resource utilization.

The use of 30 percent for resource utilization and 70 percent for the availability of the Fire Department is due to the industry standards¹ that indicate that a station that is active more than 30 percent of the time tends to experience inefficiencies in terms of addressing concurrent incidents, personnel fatigue, and lack of training, among other issues.

Tables 6 and 7 provide these calculations for residential land uses. As presented in Table 6, the portion of the budget allocated to residential land use is \$7.2 million. Seventy percent of this budget is allocated among all dwelling units in the city equally, resulting in the availability portion of the assessment rate (\$285.81 per dwelling unit).

Table 6
Calculated Fire Assessment Rate Schedule

Property Rate Category	Budget Allocation ⁽¹⁾	Total Number of Units ⁽²⁾	Fire Assessment Base Rate per Unit ⁽³⁾
Residential	\$7,181,192	-	-
Availability Portion			
70% of Total Budget	\$5,026,834	17,588	\$285.81
Resources Portion			
30% of Total Budget	\$2,154,358	17,588	\$122.49

1) Source: Table 3

2) Source: Table 4

3) Budget for each portion divided by units

The remaining 30 percent of the budget is distributed across a tiered schedule, as provided in Table 7. The resource-based portion is adjusted by size of home given that larger homes tend to be more valuable. A review of average home values by size in Winter Garden, obtained from the Orange County Property Appraiser's parcel database, supports this relation.

This tiered approach is supported by the fact that a large portion of the benefit to the property is derived from the availability of the Fire Department in the form of reduced insurance premiums

¹ Center for Public Safety Excellence and Commission on Fire Accreditation International, *CFAI Standards of Cover 5th Edition*

and increased property values, which in turn suggests lower savings from insurance premiums and lower property values for smaller homes. As mentioned previously, the review of data from the Property Appraiser database suggested that smaller homes have a lower value compared to larger homes.

The tiered rates are calculated by developing an Equivalent Residential Unit (ERU) for each tier based on the ratio of the average size of each tier to the average size of the entire residential land use category. These ERU factors are then used to distribute the resource-based portion of the fee in a tiered manner as opposed to using the group average shown in Table 7. The resulting rate is added to the availability-based portion of the rate to determine the final tiered rate for each residential category.

Table 7
Calculated Tiered Residential Assessment Rates

Square Footage Tier	Average Size (Sq Ft) ⁽¹⁾	Equivalent Residential Unit ⁽²⁾	Resource-Based Portion ⁽³⁾	Availability-Based Portion ⁽⁴⁾	Fire Assessment Rate per Unit ⁽⁵⁾	Fire Assessment Rate per Unit ADJUSTED ⁽⁶⁾
Residential Tiering			\$122.49			
Less than 1,000 sf	820	0.37	\$45.32	\$285.81	\$331.13	\$333.56
1,000 to 1,499 sq ft	1,270	0.58	\$71.04	\$285.81	\$356.85	\$359.47
1,500 to 1,999 sq ft	1,750	0.80	\$97.99	\$285.81	\$383.80	\$386.61
2,000 to 2,499 sq ft	2,240	1.02	\$124.94	\$285.81	\$410.75	\$413.76
2,500 to 2,999 sq ft	2,740	1.25	\$153.11	\$285.81	\$438.92	\$442.14
3,000 to 3,499 sq ft	3,250	1.48	\$181.29	\$285.81	\$467.10	\$470.52
3,500 sq ft or more	4,120	1.87	\$229.06	\$285.81	\$514.87	\$518.64
All Residential Units	2,200	-	-	-	-	-

1) Source: Orange County Property Appraiser's parcel database; April 2025

2) Average size of each tier is divided by the average size of the entire category

3) Resource utilization-based portion (\$122.49 from Table 6) multiplied by ERU (Item 2)

4) Source: Table 6; availability portion

5) Sum of resource-based portion (Item 3) and availability-based portion (Item 4)

6) Fire assessment rate (Item 5) adjusted to neutralize revenue fluctuations

Non-Residential Land Uses

Non-residential properties that are subject to the fire assessment are grouped into three categories: commercial, industrial/warehouse, and institutional. As discussed previously, the study uses a methodology that combines the benefit to the property from the availability of the Fire Department as well as that received from the active use of its resources. More specifically, the following steps were completed in the calculation of the assessment levels:

- 70 percent of the budget allocated to non-residential land uses is distributed among all non-residential square footage equally. This distribution accounts for the benefit received by each property from the availability of the WGFRD services.
- The remaining 30 percent is distributed to each land use based on the use of resources.

Table 8 details the fire assessment rate calculations for non-residential land uses. As shown, 70 percent of the non-residential budget is allocated among all non-residential square footage equally and 30 percent of the non-residential budget is allocated based on resource utilization of each non-residential land use.

Resulting rates are then applied to the low end of each square footage tier (minimum of 1,000 square feet) to develop the tiered non-residential rate schedule on a per parcel basis. These calculations are shown in **Table 9**.

Table 8
Calculated Non-Residential Fire Rescue Assessment Rates

Property Rate Category	Budget Allocation ⁽¹⁾	Distribution of Non-Residential Budget ⁽²⁾	Total Square Footage ⁽³⁾	Fire Assessment Rate per Sq Ft ⁽⁴⁾
Commercial	\$1,947,231	39.9%		
Industrial/Warehouse	\$186,041	3.8%		
Institutional	\$2,604,577	53.3%		
Government	\$148,833	3.0%		
Total	\$4,886,682	100.0%		
Availability Portion				
70% of Total Budget ⁽⁵⁾	\$3,420,677	-	11,181,589	\$0.306
Resource Utilization Portion				
30% of Total Budget ⁽⁶⁾	\$1,466,005	-	-	-
Commercial ⁽⁷⁾	\$584,936	39.9%	4,414,592	\$0.133
Industrial/Warehouse ⁽⁷⁾	\$55,708	3.8%	3,766,187	\$0.015
Institutional ⁽⁷⁾	\$781,381	53.3%	1,351,898	\$0.578
Government ⁽⁷⁾	\$43,980	3.0%	1,648,912	n/a
Total	\$1,466,005	100.0%	9,532,677	-
Calculated Rate per Square Foot ⁽⁸⁾				
Commercial			\$0.439	
Industrial/Warehouse			\$0.321	
Institutional			\$0.884	
Government			n/a	
Calculated Rate per Square Foot (Adjusted) ⁽⁹⁾				
Commercial			\$0.553	
Industrial/Warehouse			\$0.404	
Institutional			\$1.114	
Government			n/a	

1) Source: Table 3

2) Non-residential budget portion of each land use category

3) Source: Orange County Property Appraiser's parcel database; April 2025

4) Budget allocation divided by square footage

5) Total non-residential budget of ≈\$4.9 million multiplied by 70% to calculate the availability portion

6) Total non-residential budget of ≈\$4.9 million multiplied by 30% to calculate the resource utilization portion

7) Resource utilization portion of the budget (30%) allocated to each land use category

8) Sum of availability-based rate of \$0.306 per square foot and resource-utilization based rate for each land use

9) Calculated rate per square foot (Item 8) for each land use increased by approximately 26% to account for the decreased revenue generation due to using low-end square footage values for each tier

Table 9
Calculated Tiered Non-Residential Fire Rescue Assessment Rates

Square Footage Tier	Tier Multiplier ⁽²⁾	Unit	FY 2026 Maximum Calculated Assessment Rates ⁽³⁾		
			Commercial	Industrial/ Warehouse	Institutional
Rate per Sq Ft ⁽¹⁾			\$0.553	\$0.404	\$1.114
1 - 1,999	1,000	parcel	\$553	\$404	\$1,114
2,000 to 2,999	2,000	parcel	\$1,106	\$808	\$2,228
3,000 to 3,999	3,000	parcel	\$1,659	\$1,212	\$3,342
4,000 to 4,999	4,000	parcel	\$2,212	\$1,616	\$4,456
5,000 to 5,999	5,000	parcel	\$2,765	\$2,020	\$5,570
6,000 to 6,999	6,000	parcel	\$3,318	\$2,424	\$6,684
7,000 to 7,999	7,000	parcel	\$3,871	\$2,828	\$7,798
8,000 to 9,999	8,000	parcel	\$4,424	\$3,232	\$8,912
10,000 to 11,999	10,000	parcel	\$5,530	\$4,040	\$11,140
12,000 to 13,999	12,000	parcel	\$6,636	\$4,848	\$13,368
14,000 to 15,999	14,000	parcel	\$7,742	\$5,656	\$15,596
16,000 to 17,999	16,000	parcel	\$8,848	\$6,464	\$17,824
18,000 to 19,999	18,000	parcel	\$9,954	\$7,272	\$20,052
20,000 to 24,999	20,000	parcel	\$11,060	\$8,080	\$22,280
25,000 to 29,999	25,000	parcel	\$13,825	\$10,100	\$27,850
30,000 to 34,999	30,000	parcel	\$16,590	\$12,120	\$33,420
35,000 to 39,999	35,000	parcel	\$19,355	\$14,140	\$38,990
40,000 to 44,999	40,000	parcel	\$22,120	\$16,160	\$44,560
45,000 to 49,999	45,000	parcel	\$24,885	\$18,180	\$50,130
50,000 to 59,999	50,000	parcel	\$27,650	\$20,200	\$55,700
60,000 to 69,999	60,000	parcel	\$33,180	\$24,240	\$66,840
70,000 to 79,999	70,000	parcel	\$38,710	\$28,280	\$77,980
80,000 to 89,999	80,000	parcel	\$44,240	\$32,320	\$89,120
90,000 to 99,999	90,000	parcel	\$49,770	\$36,360	\$100,260
100,000 to 119,999	100,000	parcel	\$55,300	\$40,400	\$111,400
120,000 to 139,999	120,000	parcel	\$66,360	\$48,480	\$133,680
140,000 to 159,999	140,000	parcel	\$77,420	\$56,560	\$155,960
160,000 to 179,999	160,000	parcel	\$88,480	\$64,640	\$178,240
180,000 to 199,999	180,000	parcel	\$99,540	\$72,720	\$200,520
200,000 to 249,999	200,000	parcel	\$110,600	\$80,800	\$222,800
250,000 to 299,999	250,000	parcel	\$138,250	\$101,000	\$278,500
300,000 or greater	300,000	parcel	\$165,900	\$121,200	\$334,200

1) Source: Table 8

2) Low-point of each square footage tier; minimum of 1,000 sq ft

3) Rate per square foot (Item 1) for each land use category multiplied by the tier multiplier (Item 2)

Appendix A

Fire Rescue Incident Data

Appendix A: Fire Rescue Incident Data

This appendix documents the incident data analysis conducted as part of the technical study. Non-ALS incidents over the past ten years were analyzed to estimate the demand from different land uses for fire rescue services. **Tables A-1 through A-4** present this analysis.

Table A-1

WGFRD Distribution of Incidents by Land Use (Non-ALS ONLY)

Incident Type	2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		Average % Distribution (2015-2024)
	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	
Residential	1,252	58.4%	1,320	61.1%	1,677	59.0%	1,533	56.9%	1,219	58.1%	1,035	57.1%	1,118	54.0%	1,287	52.0%	1,228	52.0%	1,387	56.5%	56.5%
Commercial	321	15.0%	307	14.2%	393	13.9%	414	15.4%	326	15.5%	308	17.0%	333	16.1%	389	15.7%	396	16.8%	368	15.0%	15.4%
Industrial/Warehouse	27	1.3%	20	0.9%	28	1.0%	25	0.9%	26	1.2%	22	1.2%	21	1.0%	30	1.2%	11	0.5%	27	1.1%	1.0%
Institutional	393	18.4%	393	18.2%	552	19.5%	543	20.2%	410	19.5%	296	16.3%	425	20.5%	541	21.9%	504	21.4%	471	19.2%	19.6%
Government	32	1.5%	24	1.1%	39	1.4%	37	1.4%	29	1.4%	20	1.1%	29	1.4%	31	1.3%	30	1.3%	66	2.7%	1.5%
Vacant	111	5.2%	91	4.2%	139	4.9%	138	5.1%	91	4.3%	128	7.1%	140	6.8%	192	7.8%	189	8.0%	134	5.5%	5.9%
Agricultural	4	0.2%	6	0.3%	8	0.3%	2	0.1%	1	0.0%	4	0.2%	4	0.2%	3	0.1%	1	0.0%	1	0.0%	0.1%
Total	2,140	100.0%	2,161	100.0%	2,836	100.0%	2,692	100.0%	2,102	100.0%	1,813	100.0%	2,070	100.0%	2,473	100.0%	2,359	100.0%	2,454	100.0%	

Source: City of Winter Garden Fire Rescue Department

Table A-2

WGFRD Distribution of Staff Time by Land Use (Non-ALS ONLY)

Incident Type	2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		Average % Distribution (2015-2024)
	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	
Residential	2,222	59.3%	2,132	61.0%	2,526	57.4%	2,627	57.9%	2,365	61.0%	1,708	57.5%	1,841	53.4%	2,318	54.2%	1,768	52.1%	1,984	52.5%	56.7%
Commercial	487	13.0%	481	13.8%	643	14.6%	664	14.7%	549	14.2%	488	16.4%	599	17.4%	676	15.8%	606	17.9%	652	17.2%	15.4%
Industrial/Warehouse	98	2.6%	58	1.7%	62	1.4%	54	1.2%	98	2.5%	41	1.4%	46	1.3%	60	1.4%	26	0.8%	55	1.5%	1.6%
Institutional	724	19.3%	632	18.1%	869	19.8%	922	20.4%	720	18.6%	492	16.6%	727	21.1%	947	22.1%	761	22.4%	802	21.2%	20.0%
Government	35	0.9%	26	0.8%	52	1.2%	45	1.0%	27	0.7%	25	0.8%	34	1.0%	31	0.7%	38	1.1%	130	3.4%	1.2%
Vacant	174	4.7%	146	4.2%	224	5.1%	209	4.6%	118	3.0%	214	7.2%	193	5.6%	244	5.7%	193	5.7%	160	4.2%	4.9%
Agricultural	7	0.2%	14	0.4%	20	0.5%	7	0.2%	1	0.0%	4	0.1%	9	0.2%	4	0.1%	0	0.0%	0	0.0%	0.2%
Total	3,747	100.0%	3,489	100.0%	4,397	100.0%	4,527	100.0%	3,878	100.0%	2,972	100.0%	3,449	100.0%	4,280	100.0%	3,394	100.0%	3,784	100.0%	

Source: City of Winter Garden Fire Rescue Department

Note: Staff time is measured by multiplying the number of incidents by average response time (from dispatch to clear) with the average number of personnel on scene

Table A-3

WGFRD Distribution of Vehicle Time by Land Use (Non-ALS ONLY)

Incident Type	2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		Average % Distribution (2015-2024)
	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	
Residential	1,244	59.8%	1,225	61.8%	1,397	58.0%	1,623	57.9%	1,463	53.1%	879	57.6%	934	52.8%	1,049	53.3%	802	50.5%	874	52.0%	55.9%
Commercial	265	12.8%	261	13.1%	336	13.9%	402	14.4%	409	14.8%	244	16.0%	290	16.4%	308	15.7%	288	18.1%	286	17.0%	15.0%
Industrial/Warehouse	48	2.3%	30	1.5%	30	1.2%	30	1.1%	23	0.8%	22	1.4%	19	1.1%	23	1.2%	16	1.0%	23	1.3%	1.3%
Institutional	406	19.5%	359	18.1%	489	20.2%	585	20.9%	717	26.0%	245	16.0%	395	22.4%	454	23.2%	374	23.6%	370	22.0%	21.4%
Government	20	0.9%	15	0.8%	30	1.2%	23	0.8%	25	0.9%	12	0.8%	18	1.0%	15	0.8%	17	1.1%	58	3.4%	1.1%
Vacant	94	4.5%	86	4.3%	124	5.1%	131	4.7%	118	4.3%	124	8.1%	106	6.0%	112	5.7%	90	5.7%	72	4.3%	5.1%
Agricultural	4	0.2%	8	0.4%	11	0.4%	5	0.2%	1	0.1%	2	0.1%	5	0.3%	2	0.1%	0	0.0%	0	0.0%	0.2%
Total	2,080	100.0%	1,984	100.0%	2,415	100.0%	2,798	100.0%	2,758	100.0%	1,527	100.0%	1,766	100.0%	1,963	100.0%	1,587	100.0%	1,683	100.0%	

Source: City of Winter Garden Fire Rescue Department

Note: Vehicle time is measured by multiplying the number of incidents by average response time (from dispatch to clear) with the average number of units on scene

Table A-4

WGFRD Distribution of Total Resources by Land Use (Non-ALS ONLY)

Incident Type	2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		Average % Distribution (2015-2024)
	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	
Residential	3,466	59.5%	3,357	61.4%	3,923	57.6%	4,249	58.1%	3,829	57.7%	2,587	57.5%	2,774	53.3%	3,367	54.0%	2,570	51.7%	2,858	52.4%	56.3%
Commercial	752	12.9%	741	13.5%	979	14.4%	1,065	14.5%	958	14.4%	732	16.3%	888	17.0%	984	15.8%	894	17.9%	938	17.2%	15.3%
Industrial/Warehouse	146	2.5%	88	1.6%	92	1.3%	84	1.1%	121	1.8%	63	1.4%	65	1.2%	82	1.3%	42	0.8%	78	1.4%	1.5%
Institutional	1,129	19.4%	991	18.1%	1,358	19.9%	1,507	20.6%	1,437	21.7%	737	16.4%	1,122	21.5%	1,401	22.4%	1,135	22.8%	1,173	21.4%	20.5%
Government	54	0.9%	41	0.8%	82	1.2%	68	0.9%	52	0.8%	37	0.8%	52	1.0%	46	0.7%	55	1.1%	188	3.4%	1.2%
Vacant	268	4.6%	232	4.2%	348	5.1%	340	4.6%	236	3.6%	338	7.5%	299	5.7%	355	5.7%	284	5.7%	232	4.2%	5.0%
Agricultural	11	0.2%	22	0.4%	31	0.5%	12	0.2%	2	0.0%	6	0.1%	14	0.3%	6	0.1%	1	0.0%	1	0.0%	0.2%
Total	5,827	100.0%	5,473	100.0%	6,812	100.0%	7,325	100.0%	6,636	100.0%	4,499	100.0%	5,215	100.0%	6,242	100.0%	4,981	100.0%	5,467	100.0%	

Source: City of Winter Garden Fire Rescue Department
Note: Total resources are calculated as the sum of total staff time and total vehicle time

Appendix B

Fire Rescue Budget Detail

Appendix B: Fire Rescue Budget Detail

This appendix documents The City of Winter Garden Fire Rescue Department's requested FY 2025/26 expenditure and revenues. ALS expenditures are specified in Table B-1.

Table B-1
City of Winter Garden Fire Rescue Department Expenditures

Item	Description	FY 2025/26 REQUESTED	ALS Portion
001-062X-522.12-00	REGULAR SALARIES & WAGES	\$5,871,178	-
001-062X-522.14-00	OVERTIME	\$1,297,653	-
001-062X-522.15-00	SPECIAL PAY	\$36,790	-
001-062X-522.21-00	FICA TAXES	\$548,416	-
001-062X-522.22-00	RETIREMENT CONTRIBUTIONS	\$1,505,455	-
001-062X-522.23-00	LIFE AND HEALTH INSURANCE	\$1,104,142	-
001-062X-522.24-00	WORKERS' COMPENSATION	\$216,928	-
001-062X-522.25-00	UNEMPLOYMENT COMPENSATION	\$2,500	-
001-062X-522.26-00	OTHER POST EMPLOYMENT BENEFITS	\$6,000	-
TOTAL PERSONAL SERVICES		\$10,589,061	\$1,356,266
001-062X-522.31-02	LEGAL	\$4,000	-
001-062X-522.31-06	MEDICAL SERVICES	\$57,668	-
001-062X-522.34-01	MISC CONTRACTUAL SERVICES	\$684,398	\$216,000
001-062X-522.40-00	TRAVEL AND PER DIEM	\$8,950	-
001-062X-522.41-01	MISC COMMUNICTN/FRGHT SVC	\$6,350	-
001-062X-522.41-02	TELEPHONE SERVICES	\$23,629	-
001-062X-522.41-03	RADIO SERVICES	\$975	-
001-062X-522.41-04	INTERNET SERVICES	\$61,797	-
001-062X-522.41-05	POSTAGE	\$1,350	-
001-062X-522.43-00	UTILITY SERVICES	\$78,312	-
001-062X-522.44-00	RENTALS AND LEASES	\$43,000	\$15,000
001-062X-522.45-00	INSURANCE	\$207,792	-
001-062X-522.46-01	REPAIR/MAINT SVC-MISC	\$600	-
001-062X-522.46-02	REPAIR/MAINT SVC-EQUIPMNT	\$99,000	\$7,750
001-062X-522.46-03	REPAIR/MAINT SVC-VEHICLES	\$391,300	\$82,575
001-062X-522.46-05	REPAIR/MAINT SVC-SOFTWARE	\$4,525	-
001-062X-522.46-06	REPAIR/MAINT SVC-HARDWARE	\$0	-
001-062X-522.46-10	REPAIR/MAINT SVC-BUILDING	\$114,450	-
001-062X-522.47-01	MISC PRINTING AND BINDING	\$1,000	-
001-062X-522.48-01	ADVERTISEMENT-LEGAL,OTHER	\$1,000	-
001-062X-522.48-02	PROMOTIONAL ITEMS	\$16,000	-
001-062X-522.49-05	LICNSES/TAXES/CERTIFICTNS	\$14,350	-
001-062X-522.51-00	OFFICE SUPPLIES	\$9,450	-
001-062X-522.52-01	MISC OPERATING SUPPLIES	\$330,824	\$179,200
001-062X-522.52-03	GASOLINE AND OIL	\$97,760	-
001-062X-522.52-04	UNIFORMS AND ACCESSORIES	\$118,975	-
001-062X-522.54-01	DUES AND SUBSCRIPTIONS	\$22,795	-
001-062X-522.54-02	SEMINARS AND COURSES	\$8,985	-
001-062X-522.54-03	EDUC ASSIST PROG REIMBURS	\$16,500	-
001-062X-522.54-04	CERTIFICATION CLASS REIMBURS	\$112,000	\$112,000
TOTAL OPERATING EXPENDITURES		\$2,537,735	\$612,525
001-062X-522.62-00	BUILDINGS	\$0	-
001-062X-522.63-00	IMPROVEMENTS OTHER THAN BUILDING	\$0	-
001-062X-522.64-00	MACHINERY AND EQUIPMENT	\$721,000	\$242,448
TOTAL CAPITAL OUTLAY		\$721,000	\$242,448
TOTAL FIRE DEPARTMENT		\$13,847,796	\$2,211,239

Source: City of Winter Garden Fire Rescue Department

Table B-2
City of Winter Garden Fire Rescue Department Revenues

Item	Description	FY 2025/26 ESTIMATED
001-0622-334.20-00	GRANT - EQUIPMENT	\$24,000
001-0622-335.21-00	FIREFIGHTER SUPPLEMENTAL COMP	<u>\$31,157</u>
TOTAL INTERGOVERNMENTAL REVENUE		\$55,157
001-0622-342.60-02	EMS TRANSPORT	\$1,521,746
001-0622-342.60-02	EMS TRANSPORT PEMT and MCO	<u>\$250,000</u>
TOTAL CHARGES FOR SERVICES		\$1,771,746
001-0622-366.00-00	DISPOSITION/FIXED ASSETS	\$0
001-0622-366.00-00	CONTRIBUTIONS	\$5,000
001-0622-369.90-00	OTHER MISCELLANEOUS REVENUES	<u>\$0</u>
TOTAL MISCELLANEOUS REVENUES		\$5,000
TOTAL FIRE DEPARTMENT		\$1,831,903
TOTAL EXCLUDING EMS TRANSPORT		\$60,157

Source: City of Winter Garden Fire Rescue Department

Appendix C

Incident and Property Code Classifications

Appendix C: Incident and Property Code Classifications

This appendix documents land use classifications used for incidents and for residential units and non-residential square footage.

Table C-1 details the property code classifications from the National Fire Incidents Reporting System. These codes are applied to each incident report. The “fire assessment incident category” illustrates how these codes were categorized for the land use categories used in the fire rescue assessment study.

Table C-2 details the property class code descriptions from the Orange County Property Appraiser’s (OCPA) Office. The first two digits of the Property class codes used by the OCPA correspond to the Department of Revenue (DOR) codes. These codes are applied to each parcel in the City of Winter Garden. The “fire rescue assessment land use category” illustrates how these codes were categorized for the land use categories used in the fire rescue assessment study.

Table C-1
Fire Incident Property Code Classification

NFIRS	Main	Description	Category
0	Other	Other	n/a
100	Assembly	Assembly, other	n/a
110	Assembly	Fixed-use recreation places, other	Commercial
111	Assembly	Bowling establishment	Commercial
112	Assembly	Billiard center, pool hall	Commercial
113	Assembly	Electronic amusement center	Commercial
114	Assembly	Ice Rink: Indoor of outdoor	Commercial
115	Assembly	Roller rink: indoor or outdoor	Commercial
116	Assembly	Swimming facility	Commercial
120	Assembly	Variable-use amusement, recreation places, other	Commercial
121	Assembly	Ballroom, gymnasium	Commercial
122	Assembly	Convention center, exhibition hall	Commercial
123	Assembly	Stadium, arena	Commercial
124	Assembly	Playground	Commercial
129	Assembly	Amusement center, indoor/outdoor	Commercial
130	Assembly	Places of worship, funeral parlors, other	Institutional
131	Assembly	Church, mosque, synagogue, temple, chapel	Institutional
134	Assembly	Funeral parlor	Institutional
140	Assembly	Clubs, other	Commercial
141	Assembly	Athletic/health club	Institutional
142	Assembly	Clubhouse	Commercial
143	Assembly	Yacht club	Commercial
144	Assembly	Casino, gambling clubs	Commercial
150	Assembly	Public or government, other	Government
151	Assembly	Library	Government
152	Assembly	Museum	Institutional
155	Assembly	Courthouse	Government
160	Assembly	Eating, drinking places, other	Commercial
161	Assembly	Restaurant or cafeteria	Commercial
162	Assembly	Bar or nightclub	Commercial
171	Assembly	Airport passenger terminal	Commercial
173	Assembly	Bus Station	Commercial
174	Assembly	Rapid transit station	Commercial
180	Assembly	Studio/theater, other	Commercial
181	Assembly	Live performance center	Commercial
182	Assembly	Auditorium, concert hall	Commercial
183	Assembly	Movie theater	Commercial
185	Assembly	Radio, television studio	Commercial
200	Educational	Educational, other	Institutional
210	Educational	Schools, non-adult, other	Institutional
211	Educational	Preschool	Institutional
213	Educational	Elementary school, including kindergarten	Institutional
215	Educational	High school/junior high school/middle school	Institutional
241	Educational	Adult education center, college classroom	Institutional
254	Educational	Day care, in commercial property	Commercial
255	Educational	Day care, in residence, licensed	Commercial
300	Health Care, Detention & Correction	Health care, detention, & correction, other	Government
311	Health Care, Detention & Correction	24-hour care nursing homes, 4 or more persons	Institutional
321	Health Care, Detention & Correction	Mental retardation/development disability facility	Institutional
322	Health Care, Detention & Correction	Alcohol or substance abuse recovery center	Institutional
323	Health Care, Detention & Correction	Asylum, mental institution	Institutional
331	Health Care, Detention & Correction	Hospital - medical or psychiatric	Institutional
332	Health Care, Detention & Correction	Hospices	Institutional
340	Health Care, Detention & Correction	Clinics, doctors offices, hemodialysis ctr, other	Institutional
341	Health Care, Detention & Correction	Clinic, clinic-type infirmary	Institutional
342	Health Care, Detention & Correction	Doctor, dentist or oral surgeon office	Commercial
343	Health Care, Detention & Correction	Hemodialysis unit	Institutional
361	Health Care, Detention & Correction	Jail, prison (not juvenile)	Government
363	Health Care, Detention & Correction	Reformatory, juvenile detention center	Government
365	Health Care, Detention & Correction	Police station	Government
400	Residential	Residential, other	Residential
419	Residential	1 or 2 family dwelling	Residential
429	Residential	Multifamily dwelling	Residential
439	Residential	Boarding/rooming house, residential hotels	Residential
449	Residential	Hotel/motel, commercial	Commercial
459	Residential	Residential board and care	Institutional
460	Residential	Dormitory-type residence, other	Residential
462	Residential	Sorority house, fraternity house	Residential
464	Residential	Barracks, dormitory	Residential
500	Mercantile, Business	Mercantile, business, other	Commercial
511	Mercantile, Business	Convenience store	Commercial
519	Mercantile, Business	Food and beverage sales, grocery store	Commercial
529	Mercantile, Business	Textile, wearing apparel sales	Commercial
539	Mercantile, Business	Household goods, sales, repairs	Commercial
549	Mercantile, Business	Special shop	Commercial
557	Mercantile, Business	Personal service, including barber and beauty shops	Commercial
559	Mercantile, Business	Recreational, hobby, home repair sales, pet store	Commercial
564	Mercantile, Business	Laundry, dry cleaning	Commercial

Table C-1 (Continued)
Fire Incident Property Code Classification

NFIRS	Main	Description	Category
569	Mercantile, Business	Professional supplies, services	Commercial
571	Mercantile, Business	Service station, gas station	Commercial
579	Mercantile, Business	Motor vehicle or boat sales, services, repair	Commercial
580	Mercantile, Business	General retail, other	Commercial
581	Mercantile, Business	Department or discount store	Commercial
592	Mercantile, Business	Bank	Commercial
593	Mercantile, Business	Office: veterinary or research	Institutional
596	Mercantile, Business	Post office or mailing firms	Institutional
599	Mercantile, Business	Business office	Commercial
600	Industrial, Utility, Defense, Ag, Mining	Ind., utility, defence, agriculture, mining, other	Industrial/Warehouse
615	Industrial, Utility, Defense, Ag, Mining	Electric-generating plant	Industrial/Warehouse
629	Industrial, Utility, Defense, Ag, Mining	Laboratory or science laboratory	Commercial
631	Industrial, Utility, Defense, Ag, Mining	Defense, military installation	Government
635	Industrial, Utility, Defense, Ag, Mining	Computer Center	Institutional
639	Industrial, Utility, Defense, Ag, Mining	Communications center	Institutional
640	Industrial, Utility, Defense, Ag, Mining	Utility or distribution system, other	Industrial/Warehouse
642	Industrial, Utility, Defense, Ag, Mining	Electrical distribution	Industrial/Warehouse
644	Industrial, Utility, Defense, Ag, Mining	Gas distribution, gas pipeline	Industrial/Warehouse
645	Industrial, Utility, Defense, Ag, Mining	Flammable liquid distribution, FL pipeline	Industrial/Warehouse
647	Industrial, Utility, Defense, Ag, Mining	Water utility	Industrial/Warehouse
648	Industrial, Utility, Defense, Ag, Mining	Sanitation utility	Industrial/Warehouse
655	Industrial, Utility, Defense, Ag, Mining	Crops or orchard	Agricultural
659	Industrial, Utility, Defense, Ag, Mining	Livestock production	Agricultural
669	Industrial, Utility, Defense, Ag, Mining	Forest, timberland, woodland	Agricultural
679	Industrial, Utility, Defense, Ag, Mining	Mine, quarry	Agricultural
700	Manufacturing, Processing	Manufacturing, processing	Industrial/Warehouse
800	Storage	Storage, other	Industrial/Warehouse
807	Storage	Outside material storage area	Industrial/Warehouse
808	Storage	Outbuilding or shed	n/a
819	Storage	Livestock, poultry storage	n/a
839	Storage	Refrigerated storage	n/a
849	Storage	Outside storage tank	n/a
880	Storage	Vehicle storage, other	n/a
881	Storage	Parking garage (Detached residential garage)	n/a
882	Storage	Parking garage, general vehicle	Industrial/Warehouse
888	Storage	Fire station	Government
891	Storage	Warehouse	Industrial/Warehouse
898	Storage	Dock, marina, pier, wharf	n/a
899	Storage	Residential or self-storage units	n/a
900	Outside or Special Property	Outside or special property, other	Vacant
919	Outside or Special Property	Dump, sanitary landfill	n/a
921	Outside or Special Property	Bridge, trestle	n/a
926	Outside or Special Property	Outbuilding, protective shelter	n/a
931	Outside or Special Property	Open land or field	Vacant
935	Outside or Special Property	Campsite with utilities	Commercial
936	Outside or Special Property	Vacant lot	Vacant
937	Outside or Special Property	Beach	n/a
938	Outside or Special Property	Graded and cared-for plots of land	Vacant
940	Outside or Special Property	Water area, other	n/a
941	Outside or Special Property	Open oceanm sea or tidal waters	n/a
946	Outside or Special Property	Lake, river, stream	n/a
951	Outside or Special Property	Railroad right-of-way	n/a
952	Outside or Special Property	Railroad yard	n/a
960	Outside or Special Property	Street, other	n/a
961	Outside or Special Property	Highway or divided highway	n/a
962	Outside or Special Property	Residential street, road or residential driveway	n/a
963	Outside or Special Property	Street or road in commercial area	n/a
965	Outside or Special Property	Vehicle parking area	Vacant
972	Outside or Special Property	Aircraft runway	n/a
973	Outside or Special Property	Aircraft taxiway	n/a
974	Outside or Special Property	Aircraft loading area	n/a
981	Outside or Special Property	Construction site	Commercial
983	Outside or Special Property	Pipeline, power line or other utility right-of-way	Vacant
984	Outside or Special Property	Industrial plant yard - area	n/a
400M	Residential	Residential, other, Mobile Home	Residential
400V	Residential	Residential, other, Recreational Vehicle	Commercial
NNN	Outside or Special Property	None	n/a
UUU	Outside or Special Property	Undetermined	n/a
N/A			n/a

Table C-2
OCA Property Use Codes

Code	Title	Fire Assessment Land Use Category
0	Vacant Residential	Vacant
1	Vacant Residential	Vacant
4	Vacant Condo	Vacant
19	Residential Vacant H.O.A	Vacant
20	Mfr Home With Sticker	Vacant
30	Vacant Water	Vacant
31	Vacant Canal Frontage	Vacant
35	Vacant Lake View	Vacant
40	Vacant Golf Front	Vacant
49	Vacant Condo Association	Vacant
100	Single Family	Residential
101	Single Family Class I	Residential
102	Single Family Class Ii	Residential
103	Single Family Class Iii	Residential
104	Single Family Class Iv	Residential
105	Single Family Class V	Residential
106	Single Family Class Vi	Residential
108	Single Family Modular Home	Residential
119	Residential Improved H.O.A	Residential
120	Townhouse	Residential
121	Townhouse Class Ii	Residential
122	Townhouse Class Iii	Residential
123	Townhouse Class Iv	Residential
130	Single Family Residential - Lake Front	Residential
131	Single Family Residential - Canal Front	Residential
135	Single Family Residential - Lake View	Residential
140	Single Family Residential - Golf	Residential
150	Single Family Residential - Town Home	Residential
151	Townhomes	Residential
154	Townhomes Class Ii	Residential
175	Rooming House	Residential
181	1 Unit Of Duplex	Residential
182	1 Unit Of Class 2 Duplex	Residential
194	Single Family	Residential
195	Single Family Class 3	Residential
196	Single Family Class 4	Residential
197	Single Family Class 5	Residential
200	Manufactured Home	Residential
201	Mobile Home	Residential
202	Manufactured Home	Residential
203	Modular Manufactured Home	Residential
210	Manufactured Home Iv	Residential
220	Unassigned Code	Residential
230	Unassigned Code	Residential
240	Unassigned Code	Residential
299	Manufactured Home Community	Residential
300	Multi-Family I	Residential
301	Multi-Family Lihtc	Residential
303	Multi-Family Air Rights	Residential
310	Multi-Family Ii	Residential
311	Multi-Family Student	Residential
314	Multi-Family Mid-Rise	Residential
315	Multi-Family High-Rise	Residential
321	Multi-Family Dormitory	Residential
349	Multi-Family 10-49	Residential
400	Condominium-Residential	Residential
401	Condominium-Single Family Residential	Residential
403	Condo-Multi-Family	Residential
411	Condo-Retail	Residential
417	Condo-Office	Residential
419	Condo-Medical Office	Residential
421	Condominium-Restaurant	Residential
430	Condominium-Time Share	Residential
439	Condominium-Hotel/Motel	Residential
440	Condo-Industrial Distribution	Residential
442	Condo-Other (Ancillary)	Residential
445	Condo-Industrial Airplane Hangar	Residential
448	Condo-Industrial Warehouse	Residential
449	Condo-Industrial Flex Space	Residential
450	Condominium-Manufactured Home	Residential

Table C-2 (continued)
OCA Property Use Codes

Code	Title	Fire Assessment Land Use Category
471	Residential Condo Cls 1	Residential
472	Residential Condo Cls 2	Residential
473	Residential Condo Cls 3	Residential
474	Residential Condo Cls 4	Residential
475	Residential Condo Cls 5	Residential
498	Comm Improved Condo Assoc	Residential
499	Residential Improved Condo Association	Residential
500	Cooperatives	Residential
550	Cooperatives Manufactured Home	Residential
600	Retirement Homes / Asst Liv (Sm)	Commercial
610	Assisted Living	Commercial
700	Res Migrant Camp & Boarding Home	Residential
800	Multi-Family	Residential
801	Multi-Family 1 Unit	Residential
802	Multi-Family 2 Units	Residential
803	Multi-Family 3 Units	Residential
804	Multi-Family 4 Units	Residential
805	Multi-Family 5-9 Cls I	Residential
806	Multi-Family 5-9 Cls Ii	Residential
812	Duplex	Residential
813	Triplex	Residential
814	Quadrplex	Residential
822	Class Ii Duplex	Residential
823	Class Ii Triplex	Residential
824	Class Ii Quadrplex	Residential
900	Common Elements/Areas	Exempt
1000	Commercial Vacant Land	Vacant
1001	Commercial Land Economic Unit	Vacant
1003	Commercial Vacant Multi-Family	Vacant
1004	Commercial Vacant Condo Site	Vacant
1010	Commerical Vacant Pad Site	Vacant
1019	Commercial Owner Vacant Association	Vacant
1029	Vacant Developer-Owned	Vacant
1039	Commercial Vacant Hotel	Vacant
1049	Commercial Vacant Condo Association	Vacant
1100	Retail One-Story Store	Commercial
1101	Condo-Retail	Commercial
1103	Retail Air Rights	Commercial
1104	Retail Modular	Commercial
1105	Retail Multi-Tenant I	Commercial
1107	Retail Multi-Tenant Ii	Commercial
1110	Retail Convenience Store	Commercial
1115	Retail Free Standing	Commercial
1119	Com Imp Association	Commercial
1120	Retail Drug Store	Commercial
1125	Retail Big Box Small	Commercial
1130	Retail Big Box Medium	Commercial
1135	Retail Big Box Large	Commercial
1200	Store/Office/Res Class I	Commercial
1210	Store/Office/Res Class Ii	Commercial
1220	Store/Office/Res Class Iii	Commercial
1300	Retail Department Store	Commercial
1400	Retail Supermarket	Commercial
1500	Retail Regional Mall I	Commercial
1505	Retail Regional Mall Ii	Commercial
1510	Retail Lifestyle Center	Commercial
1600	Retail Community Center	Commercial
1610	Retail Neighborhood Center	Commercial
1700	Office One Story	Commercial
1701	Condo-Office	Commercial
1702	Office Modular	Commercial
1703	Office Air Rights	Commercial
1800	Office Low-Rise (2-3 Stories)	Commercial
1802	Office Mid-Rise (4-8 Stories)	Commercial
1803	Office High-Rise (9+ Stories)	Commercial
1900	Office Medical Building	Commercial
1901	Condo-Office-Medical	Commercial
1910	Office Child Care I	Commercial
1911	Office Child Care Ii	Commercial
2000	Airports, Commercial	Commercial

Table C-2 (continued)
OCA Property Use Codes

Code	Title	Fire Assessment Land Use Category
2010	Terminals, Marinas	Commercial
2015	Transportation Hub	Commercial
2100	Retail Restaurant I	Commercial
2101	Condo-Restaurant	Commercial
2105	Retail Restaurant - Multi-Tenant	Commercial
2110	Retail Restaurant Ii	Commercial
2120	Retail Restaurant Iii	Commercial
2200	Retail Fast Food	Commercial
2201	Retail Restaurant Modular	Commercial
2300	Financial / Bank I	Commercial
2310	Financial / Bank Ii	Commercial
2320	Financial / Bank Iii	Commercial
2700	Auto Dealership	Commercial
2704	Rv/Motorcycle Dealership	Commercial
2705	Auto Sales - Used	Commercial
2706	Auto Sales - Auction	Commercial
2707	Auto Leasing Center	Commercial
2708	Park N Ride Shuttle	Commercial
2710	Dealership Service Repair	Commercial
2720	Tire Dealer	Commercial
2730	Lube Facility	Commercial
2740	Auto Repair Garage	Commercial
2750	Car Wash Self Serve	Commercial
2751	Car Wash Drive Thru	Commercial
2752	Car Wash Automatic	Commercial
2800	Surface Parking	Commercial
2801	Mobile Home Park Family	Residential
2802	Parking Garage	Commercial
2803	Parking Garage Air Rights	Commercial
2805	Mobile Home Park Senior	Residential
2816	Toll Booth	Commercial
2820	Ped Sky Bridge	Commercial
2900	Wholesale Outlet	Commercial
3000	Florist/Greenhouse	Commercial
3100	Drive-In/Open Stadium	Commercial
3200	Theater / Auditorium Enclosed	Commercial
3300	Nightclub/Bars	Commercial
3400	Recreational/Meeting	Commercial
3401	Meeting/Rec Modular	Commercial
3419	Comml Impd Dev-Own Amenities	Commercial
3450	Professional Stadium	Commercial
3500	Tourist Attraction	Commercial
3501	T.A. Sound Stage	Commercial
3502	T.A. Stadium	Commercial
3503	T.A. Theater Class I	Commercial
3504	T.A. Ridehousing Class I	Commercial
3505	T.A. Restaurant Class I	Commercial
3506	T.A. Restrooms I	Commercial
3507	T.A. Retail Class I	Commercial
3508	T.A. Museum	Commercial
3509	T.A. Cubic	Commercial
3510	T.A. Support Class Ii	Commercial
3511	T.A. Pavillion I	Commercial
3512	T.A. Pavillion Ii	Commercial
3513	T.A. Theater Class Ii	Commercial
3514	T.A. Ridehousing Class Ii	Commercial
3515	T.A. Restaurant Class Ii	Commercial
3516	T.A. Restrooms Ii	Commercial
3517	T.A. Retail Class Ii	Commercial
3518	T.A. Bars/Cktl Class I	Commercial
3519	T.A. Bars/Cktl Ii	Commercial
3520	T.A. Restaurant Iii	Commercial
3525	T.A. Rock Work	Commercial
3530	T.A. Tunnel	Commercial
3570	T.A. Turn Station	Commercial
3575	T.A. Guest Pick Up / Drop Off	Commercial
3600	Camps	Commercial
3601	Rv Park	Commercial
3700	Race Tracks	Commercial
3800	Golf Course	Commercial

Table C-2 (continued)
OCA Property Use Codes

Code	Title	Fire Assessment Land Use Category
3900	Motel	Commercial
3901	Hotel Condo	Commercial
3902	Hotel Tourist Attraction	Commercial
3903	Hotel Air Rights	Commercial
3904	Hotel Weekly / Monthly Class I	Commercial
3905	Hotel Extended Stay	Commercial
3906	Timeshare Holding	Commercial
3907	Hotel Interim / Transition Use	Commercial
3908	Hotel Bed & Breakfast	Commercial
3909	Hotel Weekly / Monthly Class Ii	Commercial
3910	Hotel Limited Service	Commercial
3915	Hotel Select Service	Commercial
3920	Hotel Full Service	Commercial
3925	Hotel Luxury	Commercial
3926	Hotel Resort / Conv Class I	Commercial
3927	Hotel Resort / Conv Class Ii	Commercial
3928	Hotel Resort / Conv Class Iii	Commercial
3930	Convention Center	Commercial
3935	Hotel Ultra Luxury	Commercial
3940	Undeclared Timeshare	Commercial
3999	Timeshare 99-999	Commercial
4000	Industrial Vacant Land	Vacant
4009	Industrial Storage Yard	Vacant
4100	Ind Light Manufacturing	Industrial/Warehouse
4200	Ind Research/Development	Industrial/Warehouse
4205	Ind Heavy Manufacturing	Industrial/Warehouse
4210	Ind High Tech Manufacturing	Industrial/Warehouse
4300	Ind Lumber Yards	Industrial/Warehouse
4400	Ind Packing Plant	Industrial/Warehouse
4500	Ind Bottlers	Industrial/Warehouse
4501	Condo-Hangar	Industrial/Warehouse
4600	Ind Food Processing	Industrial/Warehouse
4610	Ind Cold Storage	Industrial/Warehouse
4700	Ind Mineral Process	Industrial/Warehouse
4800	Ind Warehouse I	Industrial/Warehouse
4801	Condo-Industrial	Industrial/Warehouse
4807	Ind Warehouse Ii	Industrial/Warehouse
4808	Ind Distribution I	Industrial/Warehouse
4810	Ind Distribution Ii	Industrial/Warehouse
4820	Ind Self Storage I	Industrial/Warehouse
4825	Ind Self Storage Ii	Industrial/Warehouse
4830	Ind Truck Terminal	Industrial/Warehouse
4840	Ind Sales Warehouses	Industrial/Warehouse
4850	Ind Airplane Hangar	Industrial/Warehouse
4860	Ind Flex Space I	Industrial/Warehouse
4870	Ind Flex Space Ii	Industrial/Warehouse
4890	Ind Telecom/Data Center	Industrial/Warehouse
4900	Ind Open Storage	Industrial/Warehouse
4901	Condo-Storage	Industrial/Warehouse
5001	Ag Operations Site	Agricultural
5002	Ag Quarantine Zone	Agricultural
5200	Ag Cropland Row Crops	Agricultural
5400	Ag Timberland	Agricultural
6000	Ag Grazing Improved Hay Production	Agricultural
6100	Ag Grazing Improved Pasture	Agricultural
6200	Ag Grazing Land Semi-Improved Pasture	Agricultural
6300	Ag Grazing Land Native Pasture	Agricultural
6600	Ag Misc Orchard	Agricultural
6605	Ag Blueberries	Agricultural
6610	Ag Citrus Grove New	Agricultural
6620	Ag Citrus Grove Starting To Produce	Agricultural
6630	Ag Citrus Grove Producing Economically	Agricultural
6640	Ag Citrus Grove Declining	Agricultural
6660	Conservation Miscellaneous Orchard / Grove Fruit	Agricultural
6690	C.H.R.P.	Agricultural
6700	Ag Misc Animals	Agricultural
6710	Ag Aquaculture	Agricultural
6730	Ag Apiary / Beeyard	Agricultural
6801	Ag Horse Farm	Agricultural
6900	Ag Greenhouse Ornamental Landscape	Agricultural

Table C-2 (continued)
OCA Property Use Codes

Code	Title	Fire Assessment Land Use Category
6910	Ag Field Nursery	Agricultural
6930	Ag Container Nursery	Agricultural
6940	Ag Mixed Container/Field	Agricultural
6952	Ag Sod - Class I	Agricultural
6953	Ag Sod - Class II	Agricultural
6980	Ag Hydroponics	Agricultural
6999	Agricultural Waste	Agricultural
7000	Inst-Vacant Land	Vacant
7100	Inst-Religious	Institutional
7200	Inst-School - Private	Institutional
7204	Inst-College - Private	Institutional
7300	Inst-Hospital Private I	Institutional
7305	Inst-Hospital Private II	Institutional
7400	Inst-Retirement Comm Lg/Inst	Institutional
7401	Inst-Skilled Nursery/Memory Care	Institutional
7500	Inst-Charitable	Institutional
7600	Inst-Mortuary	Institutional
7610	Inst-Cemetery	Institutional
7700	Inst-Lodge/Union Hall	Institutional
7720	Inst-Country Club	Institutional
7800	Inst-Sanitarium/Convalescent	Institutional
7900	Inst-Cultural	Institutional
8000	Govt Vacant Land	Vacant
8007	Public Cemetery	Government
8010	Water Mgmt District Vac Land	Government
8063	County Conservation/Wetland	Government
8064	County Mitigation	Government
8065	County Stormwater/Retention	Government
8066	County Landscape/Wall Buffer	Government
8067	County Trails And Access	Government
8068	County Right-Of-Way	Government
8069	County Submerged	Government
8073	State Conservation/Wetland	Government
8074	State Mitigation	Government
8075	State Stormwater/Retention	Government
8076	State Landscape/Wall Buffer	Government
8077	State Trails And Access	Government
8078	State Right-Of-Way	Government
8079	State Submerged	Government
8088	Central Fl Expy Authority	Government
8093	Muni Conservation/Wetland	Government
8094	Muni Mitigation	Government
8095	Muni Stormwater/Retention	Government
8096	Muni Landscape/Wall Buffer	Government
8097	Muni Trails And Access	Government
8098	Muni Right-Of-Way	Government
8099	Muni Submerged	Government
8100	Military	Government
8200	Forest, Parks, Recreation	Government
8238	Public Golf Course	Government
8286	County Forest, Parks, Recreation	Government
8287	State Forest Park Recreation	Government
8288	Federal Forest Park Recreation	Government
8289	Municipal Forest Park Recreation	Government
8300	Public County School	Government
8400	Public College	Government
8500	Public Hospital	Government
8600	County (Other Bldg)	Government
8610	County Multi Use Facility	Government
8620	County Utility-Gas, Electric	Government
8700	State (Other Bldg)	Government
8710	State Multi-Use Facility	Government
8798	State Commuter Rail	Government
8800	Federal (Other)	Government
8900	Municipal (Other)	Government
8910	Municipal Airport	Government
8920	Muni Utility, Gas, Electric	Government
8980	Municipal Multi-Use Fclty I	Government
8981	Municipal Multi-Use Fclty II	Government

Table C-2 (continued)
OCA Property Use Codes

Code	Title	Fire Assessment Land Use Category
9000	Municipal Lease - Other	Other
9011	Municipal Lease Retail	Other
9017	Municipal Lease Office	Other
9048	Municipal Lease Warehouse	Other
9100	Private Utility	Other
9110	Private Communication Tower	Other
9111	Emergency Communication	Other
9200	Private Mining	Other
9300	Private Subsurface Rights	Other
9400	Private Right-Of-Way	Other
9420	Utility Easement	Other
9494	Access Easement	Other
9500	Private Submerged	Other
9510	Private River	Other
9520	Private Lake	Other
9530	Private Pond	Other
9540	Private Bay	Other
9600	Private Wetland/Lowland	Other
9605	Pvt Solid Waste Landfill	Other
9620	Borrow Pit	Other
9630	Extractive Pit	Other
9700	Private Recreational Park	Other
9710	High Water Recharge Area	Other
9770	Private Trails / Park Access	Other
9780	Hiatus Gap / Overlap	Other
9800	Private Rail Centrally Assessed	Other
9810	Private Railroad Terminal	Other
9894	Private Railroad Right-Of-Way	Other
9900	Non-Agricultural Acreage	Other
9903	Vacant Air Rights	Other
9910	Mrkt Value Ag	Other
9915	Sign Sites	Other
9920	Pvt Utilities	Other
9930	Private Conservation Use Class	Other
9935	Private Conservation Exemption	Other
9940	Private Mitigation	Other
9950	Private Stormwater/Retention	Other
9960	Private Landscape/Wall Buffer	Other

Appendix E

Form of Notice to Be Published

To Be Published by July 25, 2025

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE RESCUE SPECIAL ASSESSMENTS

Notice is hereby given that the City Commission of the City of Winter Garden will conduct a public hearing to consider the imposition of annual fire rescue special assessments for the provision of fire rescue services within the municipal boundaries of the City of Winter Garden.

The hearing will be held at 6:30 p.m. on August 14, 2025, in the City Commission Chambers, 300 W. Plant Street, Winter Garden, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at 407-656-4111 at least two days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following tables reflect the proposed fire rescue assessment schedule.

Fire Assessment Rates for Residential and Vacant Land Uses

Land Use/Tier	Unit	Fire Assessment Rate
<i>Residential</i>		
Less than 1,000 sf	dwelling unit	\$333.56
1,000 to 1,499 sq ft	dwelling unit	\$359.47
1,500 to 1,999 sq ft	dwelling unit	\$386.61
2,000 to 2,499 sq ft	dwelling unit	\$413.76
2,500 to 2,999 sq ft	dwelling unit	\$442.14
3,000 to 3,499 sq ft	dwelling unit	\$470.52
3,500 sq ft or more	dwelling unit	\$518.64
<i>Vacant Land</i>		
Vacant Land	parcel	\$366.00

Fire Assessment Rates for Non-Residential Land Uses

1 - 1,999	parcel	\$553	\$404	\$1,114
2,000 to 2,999	parcel	\$1,106	\$808	\$2,228
3,000 to 3,999	parcel	\$1,659	\$1,212	\$3,342
4,000 to 4,999	parcel	\$2,212	\$1,616	\$4,456
5,000 to 5,999	parcel	\$2,765	\$2,020	\$5,570
6,000 to 6,999	parcel	\$3,318	\$2,424	\$6,684
7,000 to 7,999	parcel	\$3,871	\$2,828	\$7,798
8,000 to 9,999	parcel	\$4,424	\$3,232	\$8,912
10,000 to 11,999	parcel	\$5,530	\$4,040	\$11,140
12,000 to 13,999	parcel	\$6,636	\$4,848	\$13,368
14,000 to 15,999	parcel	\$7,742	\$5,656	\$15,596
16,000 to 17,999	parcel	\$8,848	\$6,464	\$17,824
18,000 to 19,999	parcel	\$9,954	\$7,272	\$20,052
20,000 to 24,999	parcel	\$11,060	\$8,080	\$22,280
25,000 to 29,999	parcel	\$13,825	\$10,100	\$27,850
30,000 to 34,999	parcel	\$16,590	\$12,120	\$33,420
35,000 to 39,999	parcel	\$19,355	\$14,140	\$38,990
40,000 to 44,999	parcel	\$22,120	\$16,160	\$44,560
45,000 to 49,999	parcel	\$24,885	\$18,180	\$50,130
50,000 to 59,999	parcel	\$27,650	\$20,200	\$55,700
60,000 to 69,999	parcel	\$33,180	\$24,240	\$66,840
70,000 to 79,999	parcel	\$38,710	\$28,280	\$77,980
80,000 to 89,999	parcel	\$44,240	\$32,320	\$89,120
90,000 to 99,999	parcel	\$49,770	\$36,360	\$100,260
100,000 to 119,999	parcel	\$55,300	\$40,400	\$111,400
120,000 to 139,999	parcel	\$66,360	\$48,480	\$133,680
140,000 to 159,999	parcel	\$77,420	\$56,560	\$155,960
160,000 to 179,999	parcel	\$88,480	\$64,640	\$178,240
180,000 to 199,999	parcel	\$99,540	\$72,720	\$200,520
200,000 to 249,999	parcel	\$110,600	\$80,800	\$222,800
250,000 to 299,999	parcel	\$138,250	\$101,000	\$278,500
300,000 or greater	parcel	\$165,900	\$121,200	\$334,200

Copies of the Fire Rescue Assessment Ordinance (Ord. 08-43), the Initial Assessment Resolution, and the preliminary Assessment Roll are available for inspection at the Fiscal Management Office, City Hall, located at 300 W. Plant Street, Winter Garden, Florida.

The fire rescue service non-ad valorem assessment will be collected on the ad valorem tax bill to be mailed in November 2025. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City at 407-656-4111, Monday through Friday between 8:30 a.m. and 4:30 p.m.

[INSERT MAP OF THE CITY OF WINTER GARDEN]

CITY COMMISSION

CITY OF WINTER GARDEN, FLORIDA

Appendix F

Notice by First Class Mail



300 West Plant Street • Winter Garden, FL 34787 • www.cwgd.com

CITY OF WINTER GARDEN FLORIDA
NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR
COLLECTION OF FIRE PROTECTION AND RESCUE SERVICES NON-AD VALOREM ASSESSMENTS

NOTICE DATE: July 10, 2025

Property Owner Name
Property Address

Parcel Tax ID:

*******NOTICE TO PROPERTY OWNER*******

As required by Section 197.3632, Florida Statutes, and at the direction of the City Commission of the City of Winter Garden, notice is hereby given that the City of Winter Garden will consider the imposition of a special assessment, which may be levied on your property, to fund fire protection and rescue services. If imposed, any assessment would be collected by the Orange County Tax Collector using the tax bill collection method. The use of an annual special assessment to fund fire protection and rescue services for benefiting property has proven to be a fair, efficient and effective method of funding these essential public services. All properties located within the City of Winter Garden are under consideration for assessment.

The total annual fire protection and rescue assessment revenue to be collected within the City of Winter Garden is estimated to be \$(**insert number here**) for fiscal year October 1, 2025 – September 30, 2026. Assessments are proposed to continue on an annual basis thereafter.

The annual fire protection and rescue assessment, if approved, would be based on the classification of each parcel of property and number of billing units contained therein. For residential properties, the proposed assessment would be imposed per dwelling unit based on square footage tiers. For non-residential parcels, the proposed assessment would be imposed based on building square footage tiers. For vacant parcels, the proposed assessment would be based on a flat fee. The above listed parcel has the following number of billing units:

Land Use	Number of Units	Assessment Unit(s)	Square Footage Rate Tier	Rate per Unit	Proposed FY 2025-26 Fire Assessment
Residential		Dwelling unit(s)			
Commercial		Parcel			
Industrial/Warehouse		Parcel			
Institutional		Parcel			
Vacant		Parcel	n/a		
Total:					\$0.00

The total proposed annual Fire Protection and Rescue Assessment of the above parcel for Fiscal Year 2025-2026 is \$(**INSERT NUMBER**). The maximum annual fire rescue assessment that can be imposed without further notice for Fiscal Year 2025-2026 and future fiscal years is \$(**INSERT NUMBER**) for the above parcel.

A public hearing will be held at 6:30 p.m. on August 14, 2025, at 300 West Plant Street, Winter Garden, FL 34787, for the purpose of receiving public comment on the proposed assessment. You and all other affected property owners have a right to appear at the hearing and to file written objections with the Winter Garden City Commission within 20 days of this notice. If you decide to appeal any decision made by the Winter Garden City Commission

with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office no later than 48 hours prior to the meeting at 407-656-4111 or via email at agrimmage@cwgdnc.com.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date the Winter Garden City Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issue presented.

Copies of the Fire Rescue Assessment Ordinance (Ord. 08-43), the Initial Assessment Resolution, and the preliminary assessment roll for the upcoming fiscal year are available for inspection at Winter Garden City Hall located at 300 West Plant Street, Winter Garden, FL 34787, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments for the tax parcels in the City of Winter Garden will be collected on the ad valorem tax bill to be mailed in November 2025 as authorized by section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions, please contact the City of Winter Garden Finance Department at 407.656.4111, Monday through Friday between 8:00 a.m. and 5:00 p.m.

***THIS IS NOT A BILL ***

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: José P. Gainza, Jr., Fire Chief

Via: Jon C. Williams, City Manager

Date: June 17, 2025

Meeting Date: June 26, 2025

Subject: Approval to award Mulligan Contractors, Inc. (MCI), RFP 2025-0001, Fire Station 21 Build.

Issue: The City of Winter Garden recently issued a Request for Proposals (RFP 2025-0001) seeking qualified contractors for the new construction of Fire Station No. 21.

Four (4) proposals were received and reviewed by the City's selection committee. Following a thorough evaluation process, the committee determined that the proposal submitted by Mulligan Contractors, Inc. was the highest-ranked, responsive, and responsible bid.

Recommended action:

Staff recommends approving the RFP rankings and awarding the contract for construction of fire station 21 to Mulligan Contractors, Inc.

Attachments:

Attached are the RFP rankings from the selection committee
Building Elevation
Floor Plan



City of Winter Garden



REQUEST FOR PROPOSAL # 25-0001

FIRE STATION No. 21 BUILD

*****ATTENTION ALL QUALIFIED PROPOSERS*****

Public notice is hereby given that the City of Winter Garden has issued a Request for Proposal for the above-named project, with responses due no later than Submission Deadline stated below.

The City of Winter Garden (the “City” or “CWGDN”) is seeking to obtain proposals from qualified proposers for a completed project for the **CITY OF WINTER GARDEN FIRE STATION No. 21 BUILD – NEW CONSTRUCTION** in accordance with the terms, conditions, and specifications contained in this Request for Proposal (“RFP”).

All responses to this Request for Proposal MUST be submitted to the City of Winter Garden, 300 W. Plant Street, Winter Garden, Florida 34787. Solicitation responses submitted by any other means **WILL NOT** be accepted. All competitive solicitations will be publicly opened. Submissions received after the assigned Submission Deadline will not be accepted by the City.

A copy of the complete solicitation package may be obtained from the CWGDN website:

<http://www.CWGDN.com>

If you do not have internet access, you may obtain the documents by calling Jose Gainza, Fire Chief at **407-877-5175** and request document number **25-0001**, however proposals **must be** submitted to the City of Winter Garden Reception Desk, 300 W Plant Street, Winter Garden, Florida 34787.

SUBMISSION DEADLINE: RESPONSES ARE DUE BY May 23, 2025 @ 10:00 AM (E.S.T.)

**JOSE GAINZA, FIRE CHIEF
300 W PLANT STREET
WINTER GARDEN, FLORIDA, 34787
TELEPHONE: (407-877-5175)
EMAIL: jgainza@cwgdn.org**

Contents

City of Winter Garden

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SECTION 6-SELECTION PROCESS	Pg. 49
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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 CUSTODIAN OF PUBLIC RECORDS Pg. 23

- Attachment A – Construction Plans and Design Elements
- Attachment B – Architectural Drawings (Separate Attachment)
- Attachment C – Drug Free Workplace Form (Separate Attachment)
- Attachment D – Non-Collusion Affidavit Form (Separate Attachment)
- Attachment E – Affidavit of E-Verify Requirements Compliance (Separate Attachment)
- Attachment F – Signature Sheet (Separate Attachment)
- Attachment G – Public Records Act/Chapter 119 Requirements (Separate Attachment)
- Attachment H – Sworn Statement on Public Entity Crimes (Separate Attachment)

ANTICIPATED SCHEDULE OF EVENTS

The tentative schedule of events, relative to this solicitation shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of RFP	3/16/2025
Pre-Submittal Meeting	4/7/2025 at 10:00 AM E.S.T.
Last day for questions/clarification	5/5/2025 by 16:30 PM E.S.T.
Last day for addendum to be posted	5/9/2025
Submission deadline	5/23/2025 at 10:00 AM E.S.T.
Recommendation for Award	First available City Commission meeting

Note: All dates and times above are subject to change at the City's discretion.

☒ PRE-SUBMITTAL CONFERENCE (applicable if box checked):

A pre-submittal conference shall be held on April 7, 2025, at 10:00 AM E.S.T. at the City of Winter Garden, City Commission Chambers, 300 W Plant Street, Winter Garden, Florida 34787. Attendance at the pre-submittal conference is mandatory, and it is strongly recommended that prospective Proposers visit the project site in advance of the pre-submittal meeting. The project site is located at 16290 Marsh Road, Winter Garden, Florida 34787. The area is unrestricted, and Proposers may inspect at their own convenience. Proposers are encouraged to visit the site prior to submitting the proposal to confirm the existing conditions that may affect the Proposer's estimate and work. The City will not be held responsible for an incorrect price proposal due to Proposer's misunderstanding of requirements, measurements, or services required. This information session presents an opportunity for the Proposers to ask questions regarding the solicitation requirements and clarify any information about the site location.

No modification or changes will be allowed because of the failure of the Proposer to carefully review all available information, visit the project site(s) or attend the pre-submittal conference.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 PURPOSE

The City of Winter Garden is seeking to obtain proposals from qualified proposers for the construction of the *CWGDN Fire Station No. 21* in accordance with the terms, conditions, and specifications contained in this RFP. *Fire Station No. 21* will be situated on an approximately 1.59-acre parcel located at 16290 Marsh Road, Winter Garden, Florida 34787. Proposals submitted shall include all material, labor, equipment, tools, service, transportation, and supervision necessary to properly complete the work in a safe, effective, and efficient manner and in accordance with the terms of this RFP.

1.2 INFORMATION/CLARIFICATION

Questions related to the solicitation shall be submitted in writing to Jose Gainza, Fire Chief, via email to jgainza@cwgdn.com no later than May 5, 2025 @ 16:30 PM. No questions or clarifications will be considered after that date and time. Questions must be typed or printed. Responses will be posted as an addendum and made available on the City's website (<https://www.cwgdn.com/bids.aspx>)

1.3 SUBMISSION AND RECEIPT OF PROPOSALS

In order to be considered, proposals shall be submitted in accordance with this competitive solicitation. Separate proposals must be submitted for each competitive solicitation issued by the City.

1.3.1 Firms interested in being considered for these services shall submit, a total of six (6) copies of the Proposal, signed by a person(s) legally authorized to bind the Firm, in a three-ring binder format:

- One (1) copy marked "original"
- Four (4) copies
- One (1) flash drive containing all original documents of the required response

1.3.1.1 Proposals shall respond to each of the criteria in the same order listed on the selection criteria rating sheet, pg. 51 and use tabs to identify each section. The proposal is limited to 70 informational pages, plus the pages required for AIA Form 305. Proposals shall be submitted in a sealed package clearly labeled with the RFP number and the name of the submitting Firm.

1.3.1.2 Submissions by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to

sign. The corporate address and state of incorporation must be shown below the signature.

1.3.1.3 Submissions by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.

1.3.2 All Submissions received from Proposers in response to the competitive solicitation will become the property of the City. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

In order to be considered, Proposers are solely responsible for making certain that their submission is received by the CWGDN by the Submittal Deadline. No oral, telegraphic, electronic, facsimile, or telephonic submissions or modifications will be considered unless otherwise specified herein or in a written addenda issued by the City. It is the responsibility of the Proposer to see that any proposal submitted shall have enough time to be received by the City before the Submission Deadline.

1.4 INTERPRETATIONS AND ADDENDA

1.4.1 All Proposers shall carefully examine the solicitation documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the Submittal Deadline. Any questions concerning the intent, meaning and interpretation of the solicitation documents shall be submitted in writing to Jose Gainza, Fire Chief, via email to jgainza@cwgdnc.com no later than May 5, 2025. No person is authorized to give oral interpretations of, or make oral changes to, the solicitation documents. Therefore, oral statements will not be binding and should not be relied upon. Changes or interpretations may only be made by a written document issued by the City in the form of an addendum issued prior to the established addendum deadline.

It is the responsibility of the Proposer to receive, acknowledge, and review all addenda that are issued. Proposers should check online at the CWGDN website (<https://www.cwgdn.com/bids.aspx>) prior to submitting their proposal and up until the Submission Deadline in the event additional addenda are issued.

If a Proposer submits their proposal prior to the Submission Deadline and addenda are issued thereafter, the Proposer will be contacted, and the submission status will change to an INCOMPLETE STATUS.

The Proposer is solely responsible for:

- making any required adjustments to their submission based on any addenda issued; and
- acknowledging the addenda; and
- ensuring the re-submitted proposal is RECEIVED by the stated Submission Deadline.

1.4.2 All addenda are a part of the contract documents, and each Proposer will be bound by such addenda, whether received by Proposer or not. It is the responsibility of each Proposer to verify that the Proposer has received all addenda issued prior to the Submittal Deadline. No verbal interpretations may be relied upon.

1.4.3 Any claim that the solicitation documents and the requirements and procedures set forth herein violate any applicable law or regulation or the right of any Proposer shall be made in writing and submitted to Jose Gainza, Fire Chief, via email to jgainza@cwgdn.com at least ten (10) calendar days prior to the Submittal Deadline or said claim shall be deemed to be waived. The claim shall state the specific section or provision that Proposer claims is in violation and detail the alleged violation with specificity.

1.5 INSURANCE

1.5.1 The successful vendor shall not commence operations; construction services pursuant to the terms of this RFP and the attached Contract, until certification or proof of compliance with the insurance requirements set forth herein have been received and approved by the City in accordance with the criteria outlined in Section 4.5. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed in writing to the Jose Gainza, Fire Chief, via email to jgainza@cwgdn.com.

1.5.2 AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL PROPOSER SHALL SUBMIT ADDITIONAL CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF WINTER GARDEN IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL PROPOSER UNDER THE CONTRACT. Insurance Companies selected must be acceptable to the CITY. All the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be

canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail. Such notice shall constitute a default by the Successful Proposer.

END OF SECTION 1

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SECTION 2 – GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Winter Garden by all prospective firms responding to City solicitations, including but not limited to Invitations for Bid, Requests for Quotation and Requests for Proposal. As such, the words “quotation,” “bid,” “submission,” and “proposal” may be used interchangeably in reference to all offers submitted. Any terms or conditions within the Special Terms and Conditions or Sample Agreement for this competitive solicitation shall control in the event of variance or conflict with these General Terms and Conditions.

2.1 ACCEPTANCE / REJECTION

City reserves the right to accept or to reject any or all proposals and make the award to that Proposer, who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. City also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award, as determined by the City. City reserves the right to waive any irregularities and technicalities and may, at its discretion, reject all proposals and request a re- solicitation.

2.2 CORRECTION, CANCELLATION, OR WITHDRAWAL OF BIDS

2.2.1 Correction on bids.

- a. Mathematical errors –Errors in extension of unit prices or mathematical calculations may be corrected by the Fire Chief or designee prior to award. The unit prices shall not be changed.
- b. Non-Judgmental Mistakes - A bidder shall be permitted to correct clerical, non- judgmental mistakes of fact in their bid.
- c. Voluntary reduction of price—The City may accept a voluntary reduction from a low bidder after the Submittal Deadline, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids. A voluntary reduction may NOT be used to ascertain the lowest responsive bidder.

2.2.2 Cancellation of bids.

- a. Any time prior to bid or proposal opening date and time, the City may cancel or postpone the bid opening or cancel the invitation for bid in its entirety.
- b. After bids are open, any or all bids may be rejected by the City.

2.2.3 Withdrawal of bids.

- a. Any bidder may voluntarily withdraw or amend their bid at any time prior to the bid opening by providing written notice to the City. Amendments should be forwarded to the Fire Chief or designee, sealed and identified.

- b. After bid opening, vendors shall not be allowed to withdraw a bid in less than ninety (90) days, unless otherwise stated in the invitation to bid with the following exception - The bid is so outrageous as to be a prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.

2.3 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS

- 2.3.1 Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired and are not intended to restrict competition unless otherwise specified in the solicitation. The Proposer may offer any brand that meets or exceeds the specifications for any item(s) unless the specification specifically requires the use of a certain brand or model to provide for compatibility with existing items already in place at the City.
- 2.3.2 **Requests for approval for substitutes shall be submitted on the form provided, shall include all supporting documentation, and shall be submitted to the Fire Chief, 300 W Plant Street, Winter Garden, Florida 34787 prior to the stated question deadline date.** The Proposer must indicate on the alternate form the proposed equivalent product's manufacturer name and model/catalog number and shall submit complete descriptive literature and/or specifications with the form for any proposed equivalent product. The burden of proof for specification compliance is solely on the Proposer. The City reserves the right to be the sole judge of what is equal and acceptable.

2.4 ASSIGNMENT OF CONTRACT

The Successful Proposer shall not transfer or assign the performance required by the Contract Documents without the prior written consent of the City. Any award issued pursuant to this solicitation and monies that may become due hereunder are not assignable except with prior written approval of the City. No such approval will be construed as making the City a part of or party to such assignment or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Successful Proposer of its liability and obligation under the awarded contract. Notwithstanding any assignment that was not approved in writing by the City, the City shall deal through the Successful Proposer only. However, if the Successful Proposer is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the subject contract.

2.5 AUDIT RIGHTS

The City reserves the right to audit the records of the Successful Proposer at any time during the performance and term of the awarded contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The Successful Proposer shall allow the City to inspect, examine and review the records of the Successful Proposer at any and all times during normal business hours during the term of the Contract.

2.6 AVAILABILITY OF FUNDS / BUDGETARY CONSTRAINTS

The obligation of the City for payment to a Successful Proposer is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.7 AWARD OF CONTRACT

2.7.1 A sample contract is made a part of this competitive solicitation. The final contract shall include any additional terms and conditions as approved by the City Commission and approved as to form and legal sufficiency by the City Attorney.

2.7.2 AWARD OF CONTRACT

- a. See Section 3 – Qualifications of Proposer & Consideration of Award.
- b. The Proposer to whom award is made shall execute a written contract within Fifteen (15) Calendar days after the Contract Award unless the City, by written authorization grants an extension of no more than 10-days (maximum extension permitted). If the Proposer to whom the first award is made fails to enter into a Contract as herein provided, the award may (at the sole discretion of the CITY) be revoked and the contract let to the second highest ranked, responsive, responsible Proposer. Such Proposer shall fulfill every stipulation embraced herein as if the Proposer were the original party to whom the award was made. The contract contained herein shall be the contract to be executed and shall include the entire Proposal submitted by the Successful Proposer, unless otherwise modified by the City. The City Attorney reserves the right to modify the sample contract contained herein as deemed necessary and in the best interest of the City prior to the execution of the contract.
- c. Contract award is subject to provisions of Florida Law and City of Winter Garden Purchasing Manual. All Proposers must disclose with their

Proposal the name of any officer, director or agent who is also an employee of the City. Further, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

2.8 BACKGROUND CHECKS

2.8.1 Criminal Background Checks are required for any contracts which require a contractor, subcontractor, consultant or sub consultant to perform work in or on City property where the contractor or any subcontractors or employees will perform work or services in close proximity to facilities with minors, the elderly or persons with special needs or where the services are of a nature which would reasonable warrant background checks, the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on City property shall be required to undergo a criminal background check, at the contractor's expense.

2.8.2 All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter. The contractor or consultant shall be required to submit an affidavit on the form included in the RFP, certifying that background checks have been completed for all employees and certify that no employee who has been convicted or who has entered a plea of nolo contendere for any crime set forth in any applicable State law provision.

2.9 PROPOSALS TO REMAIN OPEN

2.9.1 All Proposals shall remain valid offers for Ninety (90) calendar days after the Submission Deadline, unless a longer period of time is stated in the solicitation documents. The City may, at its sole discretion, release any Proposal and return the Bid Bond prior to the end of the 90-day period.

2.9.2 Extensions of time when Proposals shall remain valid offers beyond the Ninety (90) day period may be made only by mutual written agreement between the City, the Successful Proposer, and the surety, if any, for the Successful Proposer.

2.10 PROPOSERS COSTS

The City shall not be liable for any costs incurred by Proposers in responding to this competitive solicitation.

2.11 PROPOSERS REPRESENTATION

By virtue of its submission of a response to the competitive solicitation, Proposer represents

that it has reviewed all information which it has reason to believe is relevant to the making of this Proposal, including any necessary site inspections and field inspections, measurements and visits and that there is no information that it does not possess that it believes is necessary to make a fully informed and accurate proposal submission.

2.11.1 Mistakes

- a. Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the competitive solicitation. Failure of the Proposer to examine all pertinent documents shall not entitle Proposer to any relief from the conditions imposed in the solicitation documents and contract and may lead to rejection of a Proposal.

2.12 CHANGE ORDERS

The City is authorized to approve and initiate change orders determined in the judgment of the City to be in the public interest as follows:

- a. All change orders decreasing the cost of the contract to the City; provided, however, such decrease does not materially alter the character of the work contemplated by the contract.
- b. All change orders increasing the cost of any contract, up to ten percent (10%) or \$50,000 (whichever is less) of the original contract amount, provided that sufficient budgeted funds are available.
- c. All other change orders must be accompanied with a cost estimate covering the proposed goods and/or services and must be formally approved by the City Commission before work may be authorized to begin. No claim against the City for extra work in furtherance of such change order shall be allowed unless prior written authorization has been provided by the City, notwithstanding any other provision, contractual or otherwise.
- d. Change orders shall not artificially be distributed or divided so as to bring the amount within the approval level of the City. Proposed change orders shall include all logically connected work required to be done at the time of the change order proposal.
- e. Work defined by the scope of a change order may not be commenced until obtaining final approval of the change order, except where such work is of an emergency nature, as defined in the City of Winter Garden Purchasing Manual.

2.13 CITY CONTRACT MANAGER

Jose Gainza, Fire Chief will serve as the City's Contract Manager who shall act on behalf of the City with respect to monitoring contractor performance under the awarded contract.

The administration of the awarded contract is vested with the Fire Chief. The Fire Chief shall have complete authority to require the Successful Proposer to comply with all provisions of the awarded contract. However, the provisions of the awarded contract shall not be altered, waived or revoked by the Fire Chief.

The Fire Chief's principal duties shall include:

- a. Liaison with the Successful Proposer.
- b. Coordinate and approve all work under the contract.
- c. Resolve any disputes.
- d. Assure consistency and quality of Successful Proposer's performance.
- e. Schedule and conduct contractor performance evaluations and document findings.
- f. Review and approve for payment all invoices for work performed or items delivered.

2.14 CODE OF ETHICS

Any contractor or subcontractor that is found to have violated the ethical standards set forth in the Florida Code of Ethics, City of Winter Garden Purchasing Manual, or any other applicable ethical standards pursuant to state or federal law may be subject to punishment, including contract suspension or termination, and the reporting of any contractor found to have violated these ethical standards to the appropriate disciplinary agency. The City shall not execute a contract, and reserves the right to terminate a contract already in place, if it is discovered that there has been a violation any applicable ethics regulations, any ethics provision of a procurement solicitation, or any local, state, or federal law, including, but not limited to:

- a. Conflicts of interest
- b. Kickbacks
- c. Solicitation of procurement by payment of a gratuity or offer of employment.
- d. Acceptance of gratuity or offer of employment resulting from solicitation of procurement.
- e. Violations of the cone of silence.
- f. Any other improper or unlawful attempt to influence the outcome of procurement.

2.15 COMPETENCY OF PROPOSERS/QUALIFICATIONS STATEMENT

Proposals will be considered only from firms that are regularly engaged in the business of providing services as described in the solicitation documents and who can provide evidence

that they have established a satisfactory record of performance and sufficient personnel, equipment, and organization to ensure satisfactory execution of the services under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

Each Proposer shall complete the Qualifications Statement with their Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal.

The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.

2.16 COMPLIANCE WITH LAWS

Notice is hereby given that the Successful Proposer, its officers, agents, employees and contractors must be familiar with all Federal, State and Local laws, ordinances, rules, codes and regulations and site conditions that may affect the work and the relation and effect of these laws and regulations on the site and the project. Ignorance on the part of the Proposer will in no way relieve him from the responsibility of compliance herewith. It shall be the duty of the Successful Proposer to thoroughly investigate all aspects and requirements of the site, project and specifications prior to submitting a Proposal. Submission of a Proposal shall constitute a statement that the Proposer has fully conducted all necessary inspections, reviews, and investigations.

It is agreed and understood that if the City calls to the attention of Successful Proposer any such violations on the part of the Successful Proposer, its officers, agents, employees, contractors, then Successful Proposer shall immediately desist from and correct such violation. If Successful Proposer is in violation of any law, Successful Proposer shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

2.16.1 The Successful Proposer and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Successful Proposer shall include this provision in all subcontracts issued as a result of this Agreement.

2.16.2 No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

- 2.16.3 This RFP and the awarded contract shall be governed by and construed in accordance with the laws of the State of Florida.
- 2.16.4 Any dispute concerning performance of the awarded contract shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State of Florida, and venue will be in Orange County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

2.17 CONDITIONS OF MATERIALS

All materials and products supplied by the Successful Proposer in conjunction with this solicitation shall be new, warranted for their merchantability, fit for a purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. If any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Successful Proposer at no cost to the City. Successful Proposer shall furnish all guarantees and warranties to the Fire Chief prior to final acceptance and payment. The warranty period that may be specified below shall commence upon final acceptance of the product.

2.18 CONE OF SILENCE: A Cone of Silence shall apply as follows:

- 2.18.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids or during such other procurement activities as declared by the City Commission. The Cone of Silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action, which ends the Competitive Solicitation.
- 2.18.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City representative and their respective support staff or any person or group of persons appointed or designated by the City Commission to evaluate, select, or make a recommendation to the City Commission regarding a Competitive Solicitation.
- 2.18.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the CITY or the Fire Chief for the CITY.

- 2.18.4 Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Commission.

2.19 CONFLICT OF INTEREST

- 2.19.1 The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 2.19.2 No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and City regulations relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List, and Proposer's prohibition from engaging in any business with the City.

2.20 INDEPENDENT CONTRACTOR

- 2.20.1 The Proposer represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, defend, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.21 CONTRACT EXPIRATION

In the event services are scheduled to end because of the expiration of this contract, the Successful Proposer shall continue the service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Successful Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.21.1 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The Successful Proposer shall at all times use all means necessary to protect property. Damage to public and/or private property shall be the responsibility of the Successful Proposer and shall be repaired and/or replaced at no additional cost to the City.

- 2.21.2 If property (public or private) is damaged while Successful Proposer is performing work specified or while being removed for the convenience of the work, it shall be repaired or replaced at the expense of the Successful Proposer in a manner acceptable to the City prior to the final acceptance of the work. Successful Proposer will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.
- 2.21.3 Successful Proposer must provide protection necessary to prevent damage to property being repaired or replaced. The Successful Proposer shall be responsible for the protection of property in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.
- 2.21.4 If the work site has any pre-existing damage, the Successful Proposer shall notify the Fire Chief in writing. Failure to do so shall obligate the Successful Proposer to make repairs per the above section.

2.22 DEFAULT

In the event the Successful Proposer defaults in any of the terms, obligations, restrictions or conditions in the Contract Documents, the City shall give the Successful Proposer written notice by registered, certified mail or hand delivery to Successful Proposer's office of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the Successful Proposer has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Proposer shall be liable for all procurement and re-procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

2.23 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to add or delete any portion of the awarded contract at any time without cause, and if such right is exercised by the City, the total fee shall be increased or reduced in the same ratio as the estimated cost of the work based on the unit prices set forth on the Proposal Fee page.

2.24 DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified for any of the following reasons:

- a. Interest by the same person in more than one Proposal.
- b. Collusion among or between Proposers.
- c. Unbalanced proposals; that is, proposals in which the prices for the same items or services are out of all proportions to those prices from others.
- d. Lack of responsibility on the part of Proposers (for example, but without limitation, no Proposer would be considered responsible who has failed to carry out any contract in which the City has been directly or indirectly concerned.)
- e. Lack of experience or capital, on the part of Proposers. Evidence of experience, ability, and financial standing, as well as a statement regarding plant and machinery available be required of any or all Proposers. Failure of the Successful Proposer to possess a current business tax receipt, issued by City of Winter Garden, which will allow the Successful Proposer to obtain the required permits or have the ability to obtain a City of Winter Garden Business Tax Receipt within 14 calendar days to perform the work specified.
- f. Submission of a non-responsive Proposal.

2.25 DRUG FREE WORKPLACE (DFW)

In accordance with Florida Statute Section 287.087, whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

2.26 EMPLOYMENT VERIFICATION (E-VERIFY)

The Successful Proposer shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Successful Proposer, the Successful Proposer may not be awarded a public contract for a period of one (1) year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Successful Proposer. Failure to meet this requirement may result in termination of the Agreement by the City.

2.27 FORCE MAJEURE

If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay Successful Proposer's timely performance, the Successful Proposer shall immediately notify the City in writing.

2.28 GRANT FUNDED PROJECTS

The City may use Federal Procurement Standards included in Title 2 CFR Part 200, which requires the non-Federal entity (City of Winter Garden) to conduct procurements in a manner that prohibit the use of statutorily or administratively imposed in-State or local geographic preferences in the evaluation of bids or proposals. Therefore, consistent with Title 2 CFR Section 200.319(b), the Office of Economic and Small Business Development (OESBD) may establish a County Business Enterprise (CBE) goal on this project.

2.29 INDEMNIFICATION/HOLD HARMLESS

2.29.1 Successful Proposer shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, Successful Proposer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of the awarded Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, Successful Proposer shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the City Attorney, any sums due to Successful Proposer under the awarded contract may be retained by City until all of City's claims for indemnification pursuant to the awarded contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City. Nothing in this competitive solicitation or Agreement shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

- 2.29.2 To ensure the indemnification obligation contained above, Successful Proposer shall, at a minimum, provide, pay for, and maintain in force at all times during the term of the awarded contract (unless otherwise provided), the insurance coverages set forth in section 4.5. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 2.29.3 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the awarded contract. This provision shall survive the termination of this contract.
- 2.29.4 Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification's including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs. This provision shall survive the termination of this contract.
- 2.29.5 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute Section 768.28, as amended from time to time.

2.30 LEGAL REQUIREMENTS:

- 2.30.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes that may arise between person(s) participating in this procurement and the City, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
- 2.30.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Proposers, Exhibits, Addenda and any other pertinent documents form a part of this competitive solicitation and by reference are made a part of any response to this competitive solicitation. Pursuant to Section 838.22(1) Florida Statutes, it is

unlawful for a Proposer to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City.

2.31 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Proposer agrees and understands that, unless specifically and expressly provided for herein, the Contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option.

2.32 NON-COLLUSIVE AFFIDAVIT

Proposer certifies that the proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services supplies, or equipment and is in all respects fair and without collusion or fraud.

Each Proposer shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. The CITY considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

2.33 NON-CONTINGENT FEE

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure award of a 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 the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making a contract. For the breach or violation of this provision, the City shall have the right to terminate the awarded contract without liability at its discretion.

2.34 OCCUPATIONAL HEALTH AND SAFETY

In compliance with Florida Statutes, any toxic substance delivered as a result of this solicitation must be accompanied by a Material Safety Data Sheet (MSDS), which may be obtained from the manufacturer. The MSDS must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosivity and reactivity;
 - The known acute and chronic health effects of risks from exposure, including the medical conditions that are generally recognized as being aggravated by exposure to the toxic substance; and

- The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- d. The emergency procedure for spills, fire, disposal and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

2.35 PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the solicitation shall be just cause for cancellation of the award; notwithstanding any additional requirements enumerated in the Special Conditions herein relating to performance-based contracting. The City may, by written notice to the Proposer, terminate the Contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2.36 PRICING

- 2.36.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.
- 2.36.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 2.36.3 All applicable discounts shall be included in the Proposal price for materials and services and will be considered as determining factors in recommending an award in case of tie Proposals. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 2.36.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidder may bid only one (1) discount for each item on the Bid Form. Firm

discounts and prices are to be quoted for the term of the awarded contract.

- 2.36.5 Proposer warrants by virtue of Proposal, that prices, terms and conditions in the Proposal will be firm for acceptance for a period of One Hundred Twenty (120) calendar days from the date of the Submission Deadline unless otherwise set forth herein or stated by the City.
- 2.36.6 The price shall include all, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Winter Garden.

2.37 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.38 PUBLIC RECORDS/CONFIDENTIAL INFORMATION

Florida law provides that municipal public records shall, at all times, be open for personal inspection by any person, unless otherwise confidential or exempt under law. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. and other Florida Statutes. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

THE SUCCESSFUL PROPOSER SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES WITH RESPECT TO ALL PUBLIC RECORDS.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS

CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(407) 656-4111
cityclerk@cwgd.com
300 W Plant Street
Winter Garden, Florida 34787

SPECIFICALLY, THE SUCCESSFUL PROPOSER SHALL:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 this chapter or as otherwise provided by law.
3. 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 the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Successful Proposer or keep and maintain public records required by the City to perform the service. If the Successful Proposer transfers all public records to the City upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. REQUEST FOR RECORDS; NONCOMPLIANCE
 - a. A request to inspect or copy public records relating to a City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Successful Proposer of the request, and the Successful Proposer must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - b. If Successful Proposer does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the contract.

- c. A Successful Proposer who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

2.39 REJECTION OF PROPOSALS

- 2.39.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all proposals, to waive any and all informalities, irregularities and technicalities and the right to disregard all nonconforming, non-responsive, unbalanced or conditional proposals. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The City stresses the importance of filing a complete proposal, which accurately and properly provides all information, requested.
- 2.39.2 City reserves the right to reject the Proposal of any Proposer if City believes that it would not be in the best interest of City to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other applicable standard or criteria established by City.
- 2.39.3 More than one proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all such proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposer, the Proposals of participants in such collusion will not be considered.
- 2.39.4 The reasons for rejection of Proposals stated herein are not intended to be exhaustive.

2.40 RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS

Any actual proposer, offeror, or contractor who is aggrieved in connection with the solicitation of a contract may protest to the City Manager. All protests shall be submitted in writing by 5:00PM local time on the fifth business day after the City issues a Notice of Award Recommendation as set forth in the City of Winter Garden Purchasing Manual.

2.41 SCRUTINIZED COMPANIES

- 2.41.1 Successful Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the

Successful Proposer or its subcontractors are found to have submitted a false certification; or if the Successful Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2.41.2 If this agreement is for more than one million dollars, the Successful Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Successful Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Successful Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

2.41.3 The Successful Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

2.41.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

2.42 SPECIAL CONDITIONS

Any and all Special Conditions contained in this solicitation document that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions to the extent of such conflict.

2.43 SUB-CONTRACTORS

If the Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the CITY, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

2.44 TERMINATION FOR CONVENIENCE OF CITY

Upon seven (7)-calendar days written notice delivered by certified mail, return receipt requested, to the Successful Proposer, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City, the notice of termination to the Successful Proposer must state that the contract is being terminated for the convenience

of the City under the termination clause, the effective termination date and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Proposer shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the awarded contract and refrain from placing further orders and sub-contracts except as they may be necessary consistent with the termination notice, and complete any continued portions of the work that are not terminated.

2.45 WARRANTIES

- 2.45.1 **Warranty of Title:** The Successful Proposer warrants to the City that all goods and materials furnished under the awarded contract will be new unless otherwise specified in writing by the City, and that Successful Proposer possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the City.
- 2.45.2 **Warranty of Specifications:** The Successful Proposer warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Proposer or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- 2.45.3 **Warranty of Fitness for a Particular Purpose:** The Successful Proposer warrants the goods shall be fit for and sufficient for the purpose(s) intended.
- 2.45.4 **Warranty of Merchantability:** The Successful Proposer warrants that the goods and facilities to be supplied pursuant to the Agreement are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 2.45.5 **Warranty of Performance:** The Successful Proposer warrants that the goods, facilities, and quality of construction are warranted to be free of all defects and fully operable in and in good working and aesthetic condition and of a quality that is equal to or better than similar facilities in the area that have been found by their owners to operate in a satisfactory manner.
- 2.45.6 **Warranty of Material and Workmanship:** In addition, and as supplement to the above and all other warranties, the Successful Proposer warrants all material and workmanship for a minimum of two years from date of completion and acceptance by the City. If within two years after acceptance by the City, or within such larger period of time as may be prescribed by law, or applicable technical specifications, any of the work is found to be defective or not in accordance with the Contract

Documents, the Successful Proposer shall after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Successful Proposer a written acceptance of such condition. This warranty does not limit or impair the continuing obligation of Successful Proposer to indemnify and hold the CITY harmless from all liability or causes of action and any damages of any kind whatsoever, including but not limited to consequential damages, resulting from Successful Proposer's errors or omissions. The Successful Proposer shall transfer all applicable manufacturers' warranties exceeding two (2) years to the City.

- 2.45.7 The Successful Proposer warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the awarded contract.
- 2.45.8 The Successful Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the awarded contract.
- 2.45.9 The Successful Proposer warrants to the City that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Proposer is a party.
- 2.45.10 The Successful Proposer warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the awarded contract.
- 2.45.11 All warranties made by the Successful Proposer together with service warranties and guarantees shall run to the benefit of the City and the successors and assigns of the City.

END OF SECTION 2

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SECTION 3 – QUALIFICATIONS OF PROPOSER & CONSIDERATION OF AWARD

3.1 ELIGIBILITY

To be eligible to respond to this RFP, the Proposer(s) shall demonstrate that they have experience in construction or renovations to fire- rescue station buildings within the past five (5) years. Proposals will be considered only from firms which are regularly engaged in the business of providing services as described in this proposal and who can provide evidence that they have established a satisfactory record of performance.

The Successful Proposer must be a state certified/licensed general contractor.

3.2 QUALIFICATIONS STATEMENT

3.2.1 Each Proposer shall submit a Qualifications Statement.

3.2.2 The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.

3.3 No submission will be accepted from, nor will any contract be awarded to, any person, who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by the City.

3.4 City reserves the right to consider a Proposer's financial stability and history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if (in the opinion of the City) the Proposer has insufficient financial resources to construct the project or whose history of violations warrant such determination. Proposer shall submit with Proposal, a complete financial disclosure and history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify City immediately of notice of any citation or violation, which Proposer may receive after the Submission Deadline and during the time of performance of any contract awarded to Proposer.

3.5 The City requires submittal of at least five (5) references from the Proposer and applicable Subcontractors to be submitted with the Proposal (References must include name, job title, telephone number and email address of contact person(s)).

These references are not to include the City and/or a City employee.

3.5.1 Business Trade References.

3.5.2 Bank References.

- 3.5.3 Other Governmental Agencies where you have been pre-qualified. Indicate trades and dollar amounts.
- 3.5.4 Relevant Experience (Minimum of three (3) references which demonstrate experience as a General Contractor for work of a similar scope performed in Florida in the last 5 years.)

3.6 EXAMINATION OF CONTRACT DOCUMENTS & SITE

Before submitting a Proposal, each Proposer must:

- a. examine the solicitation documents thoroughly;
- b. consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision, of the goods and/or services;
- c. fully and thoroughly inspect the site of the proposed work;
- d. conduct all site examinations deemed necessary to submit an accurate proposal;
- e. study and carefully correlate Proposer's observations with the solicitation documents; and
- f. notify in writing City's designated employee of all conflicts, errors, irregularities, or discrepancies in the solicitation documents;
- g. submit a written statement to the City acknowledging the Proposer's understanding of the current site conditions and work which has been completed or is in progress on the site.

The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Section 3.6, that without exception the Proposal is premised upon performing the services and/or furnishing the goods and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the solicitation documents, and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance, all site conditions and furnishing of the goods and/or services.

3.7 CRITERIA FOR AWARD

The award of the RFP shall be to the most responsive, responsible Proposer whose Proposal is determined to be the most advantageous to the City taking into consideration, in addition to price, the criteria set forth below:

- 3.7.1 The ability, capacity, and skill of the Proposer to perform the contract.
- 3.7.2 Whether the Proposer can perform the contract within the time specified, without delay or interference.
- 3.7.3 The character, integrity, reputation, judgement, experience and efficiency of the Proposer.
- 3.7.4 The quality of performance on previous public or private contracts of similar type.
- 3.7.5 The previous and existing compliance by the Proposer with laws and ordinances relating to this contract.
- 3.7.6 The ability of the Proposer to provide future maintenance and service.

3.8 PROPOSED PROJECT PERSONNEL AND CURRENT PROJECT WORKLOAD

a. Proposed Project Manager:

Provide proposed Project Manager's resume that includes names and addresses of the companies he/she has been affiliated with in the last ten (10) years. Be sure resume covers the person's name, qualifications, and background.

Proposed Project Manager's resume should also list at least three (3) projects, by size, type and duration that they have supervised in the last ten (10) years for the Bidder or for another company.

b. Proposed Superintendent:

Provide proposed Superintendent's resume (if different from Project Manager) that includes names and addresses of the companies he/she has been affiliated with in the last ten (10) years. Be sure resume covers the person's name, qualifications, and background.

Proposed Superintendent's resume should also list at least three (3) projects, by size, type and duration that they have supervised in the last ten (10) years for the Bidder or for another company.

Provide Bidder's current project list and/or availability for project based on current/projected workload.

3.9 TIE SUBMISSIONS

The tie may be broken, and the Successful Proposer selected by the following criteria presented in order of importance and consideration.

- 3.9.1 Quality of the items or services if it is ascertainable.
- 3.9.2 Except as prohibited by Federal or State law, location of business, specifically those located within the Central Florida Region (as evidenced by a business tax receipt), or
- 3.9.3 If no business is located within the Central Florida Region, to a Central Florida Region- based business or a certified minority business enterprise, as defined in F.S. §288.703
- 3.9.4 Time of delivery if provided in the Proposal.
- 3.9.5 If the criteria in subsections 3.9.1 through 3.9.4 do not resolve the tie, the City may award a contract to that Proposer whose Proposal was received first as indicated by the time stamp on the envelope containing the Proposal. If the criteria in subsections 3.9.1 through 3.9.5 do not resolve the tie, contract award shall be made by a lot drawn by the Fire Chief before at least one (1) witness.

3.10 RESPONSIVENESS

The factors to be considered in determining the responsiveness of each Proposer include but are not limited to the following:

- 3.10.1 Completion, accuracy and submission of all required documentation.
- 3.10.2 Compliance with all requirements of the RFP, including adherence to all RFP instructions.
- 3.10.3 Consistency of the offered goods or services as set forth in the Agreement.
- 3.10.4 Accuracy of mathematical calculations.

3.11 RESPONSIBILITY

The factors to be considered in determining the responsibility of a Proposer shall include but not be limited to the following:

- 3.11.1 Proposers past experience and performance.
- 3.11.2 Litigation history.
- 3.11.3 The scope and content of any investigations, reports or audits relating to, or communications with, the Proposer that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.
- 3.11.4 Whether the Proposer has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- 3.11.5 Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.
- 3.11.6 Whether the Proposer or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

END OF SECTION 3

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SECTION 4 - SPECIAL CONDITIONS

4.1 LIQUIDATED DAMAGES

Because damages will be difficult to ascertain, liquidated damages of \$250.00 per day will be deducted from the Contract sum for each regular workday the Successful Proposer does not perform significant services. The Successful Proposer will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Successful Proposer to complete the services within the applicable Time and Performance.

4.2 COUNTY/STATE LICENSE REQUIREMENTS

Proposer shall be licensed and qualified to do business in its area of expertise and shall submit copies of all applicable licenses/certifications with their Proposal. The Successful Proposer will be required to maintain the appropriate licenses and certificates throughout the term of the contract.

Properly Licensed Contractor:

Any proposal that is submitted by a Proposer who is not properly licensed/certified at the time the proposal is submitted may be rejected as non-responsive.

4.3 CERTIFICATION AND/OR LICENSES

- 4.3.1 Proposers shall hold a current license which shows that a principal in the firm or an employee is certified to perform these services. This certification shall be current at all times during the duration of the awarded contract. Proposers should provide, with their Proposal, a copy of all current licenses. If not provided with your Proposal, they must be submitted within three (3) business days of the City's request.
- 4.3.2 Proposer must hold a current business tax receipt. Copy of license must be submitted with Proposal and must be in the name of the vendor shown on the Proposer Information page.
- 4.3.3 When applicable, vendor must hold Certificate of Competency issued by the State of Florida and either have or obtain a current Business Tax Receipt issued by City of Winter Garden.

4.4 CONTRACT TIME FOR COMPLETION

- 4.4.1 The work to be performed under the Contract shall be commenced within 15 days of the issuance of a notice to proceed.
- 4.4.2 **Project Substantial Completion shall be within 345 consecutive calendar days from Successful Bidder's receipt of City's Notice to Proceed. Final Completion shall be 415 consecutive calendar days from date of City's Notice to Proceed.**
- 4.4.3 By virtue of the submission of a Proposal, Proposer agrees and fully understands that the completion time of the work of the awarded contract is an essential and material condition of the contract, is familiar with the project and the project site and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.
- 4.4.4 Date of substantial completion is the date certified by the Architect/Engineer when the work or a designated portion thereof is sufficiently complete, in accordance with the contract documents, so the City may occupy the work or designated portion thereof for the use for which it is intended. Date of final completion is also referred to as final acceptance. This is defined by the date the City determines the project to be 100% completed, punch list included.

4.5 INSURANCE

- 4.5.1 Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.
- 4.5.2 Commercial General Liability (CGL). Insurance Services Office Form Number CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 4.5.3 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$5,000,000 per accident for bodily injury and property damage.

- 4.5.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the State of Florida, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4.5.5 Professional Liability. (If Design Build) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 4.5.6 Contractors Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions. If project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 4.5.7 Builder's Risk (Course of Construction). Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The insurance shall cover any and all real and personal property owned, used or intended for use or hereafter created, installed or acquired, including while in the course of building, erection, installation and assembly. The policy shall also include coverage for machinery, supplies and equipment, and other personal property of any kind owned, rented or in the care, custody and control of the contractor, and its subcontractors to be incorporated in the building, erection, assembly and installation of the project. Said policy shall remain in force until the construction is completed and accepted. Please note that the City of Winter Garden may choose to place their own Builders Risk policy on the project. This policy will pick up the respected interest of the General Contractor and subcontractors enrolled on project. This City requests copies of the Contractors Builders Risk Insurance Proposals to evaluate whether they want to procure the Builders Risk on behalf of the City and project or have the Contractor place coverage on the City's behalf.
- 4.5.8 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions: Additional Insured Status The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as

respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- 4.5.9 Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.
- 4.5.10 Waiver of Subrogation. Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- 4.5.11 Self-Insured Retentions. Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.
- 4.5.12 Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.
- 4.5.13 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:
- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4.5.14 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

- 4.5.15 If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

4.6 SAFETY

- 4.6.1 The Successful Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Proposer shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- 4.6.2 The Successful Proposer shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to:
- a. All employees on the work site and all other persons who may be affected thereby. Employees of the Successful Proposer shall always be under Successful Proposer's sole direction and are not employees or agents of the City. The Successful Proposer shall supply competent and physically capable employees. The City may require the Successful Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Responding firm shall be responsible to the City for all acts and omissions of all employees working under its direction.
 - b. The work and all materials and equipment incorporated therein.
 - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

4.7 WARRANTY

Successful Proposer warrants the work against defect for a period of two (2) years from the date of City approval of final payment. In the event that defect occurs during this time, Successful Proposer shall perform such steps as required to remedy the defects. Successful Proposer shall be responsible for any damages caused by defect to affected area or to interior structure. The two (2) year warranty period does not begin until final approval of final payment for the entire project, and the subsequent release of any Performance or Payment bonds, which may be required by the RFP.

4.8 RISK OF LOSS

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Proposer until the delivery of the completed project and facilities to the City, and inspection and final acceptance of the entire project by City. Title to all goods, chattel and facilities shall pass to City upon delivery and acceptance of the goods by City as evidenced in writing.

4.9 PERMITS, FEES AND NOTICES

4.9.1 The Successful Proposer shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in the price except where noted in the specifications and requirements.

4.9.2 The Successful Proposer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The City shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations.

4.10 CLEANING UP

The Successful Proposer shall keep at all times, the premises free from accumulation of waste materials or rubbish caused by Proposer operations. At the completion of the work Proposer shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to the City in like, or better condition.

4.11 DELAYS AND EXTENSIONS OF TIME

4.11.1 The contract time may only be changed by a change order or a written amendment. Any claims for an extension or shortening of the contract time shall be based upon written notice delivered by the party making the claim to the other party not more than ten (10) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived. Any claims for extension of time shall be solely for that time which directly impacts the critical path as determined by the City and accompanied by such documentation supporting such claim. A claim for time that does not impact the critical path of the project as determined by the City shall not be considered. Failure of the City to grant an extension of time shall not be a cause for stopping or delaying the progress of the work.

- 4.11.2 No claim for damages or any claim other than an extension of time shall be made or asserted against the City by reason of any delays. An extension of time shall be Successful Bidder's sole remedy for any delays; there shall be no claim to damages against City by Successful Bidder for delays of any nature.

4.12 CHANGE ORDERS

- 4.12.1 All Change Orders shall include a maximum Overhead and Profit, not to exceed five percent (5%) and five percent (5%), respectively.
- 4.12.2 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Successful Proposer shall not start work pursuant to a change order until the change order setting forth the adjustment(s) is approved by the City and executed by the City and Successful Proposer. Once the change order is so approved, the Successful Proposer shall promptly proceed with the work.
- 4.12.3 The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Successful Proposer for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Successful Proposer shall be at Contractor's expense without change in the Contract price or Time except as approved in writing by the City.
- 4.12.4 The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 4.12.5 The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of Contract Time.

4.12.6 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after to occurrence of the vent giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Successful Proposer hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Successful Proposer has given the notice and the supporting data required by this paragraph.

4.12.7 Extension of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Successful Proposer can clearly demonstrate that such delays did or will, in fact, delay the progress of the work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used. In the event satisfactory adjustment cannot be reached by City and Successful Proposer for any item requiring a change in the contract, and a change order has not been issued, City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Successful Proposer. If notice of any change in the contractor contract time is required to be given to a surety by the provision of the bond, the giving of such notice shall be the Successful Proposer's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Successful Proposer shall furnish proof of such adjustment to the City. Failure of the Successful Proposer to obtain such approval from the surety may be a basis for termination of this Contract by the City.

4.13 OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the City are the City's property. They are not to be used on other work and with the exception of the signed contract sets, are to be returned to the City on request at the completion of the work.

4.14 SPECIAL HURRICANE PRECAUTIONS

During such periods of time as are designated by the United States Weather Bureau as being a hurricane or other severe weather warning or alert, all construction materials or

equipment shall be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such protection purposes, normal construction procedures or uses of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment shall be secured by guying and shoring, by tying down loose materials, equipment and construction sheds. Any openings in the building's envelope related to work performed under this contract at the time of a hurricane or severe weather warning or alert shall be sufficiently secured by Contractor to prevent storm related wind, water and debris from causing damage through such opening.

4.15 ☒ **BID BOND** (Applicable if box checked)

- 4.15.1 A scan or copy of the original Bid Bond must be submitted with your Proposal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger service; or in person to the address shown below BEFORE the due date of the RFP outlined above. Failure to provide the original Bid Bond prior to the Proposal opening WILL result in your Proposal being deemed non-responsive.**

RFP # 25-0001 FIRE STATION #21 BUILD
300 W Plant Street
Winter Garden, Florida 34787

- 4.15.2 Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to the City and authorized to write such Bid Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the Base price (including any allowances) exclusive of any proposal alternates. The City reserves the right to reject any and all security tendered to the City.
- 4.15.3 The bid bond of the Proposer will be retained until such Proposer has executed the Contract and furnished the required payment and performance bonds, whereupon the bid bond will be returned. If the Successful Proposer fails to execute and deliver the Contract, provide proof of the required insurance coverage(s) and furnish the required payment and performance Bonds (if applicable) within seven (7) business days of the Notice of Award, City may annul the Notice of Award, and the entire sum of the bid bond shall be forfeited. Bid bond will be returned to unsuccessful Proposer upon execution of a Contract with the Successful Proposer. The attorney in fact or other officer who signs a Bid Bond for a surety company must file with such a Bond a certified copy of his power of attorney authorizing him to do so.

4.15.4 The bid bond filed with the Proposal shall be forfeited in its entirety to the City as liquidated damages if the Proposer to whom the Contract is awarded fails to execute the Contract Documents within seven (7) business days of the Contract Award.

4.15.5 Once the notice to award has been issued, those firms that are not recommended for award must notify the City, within seven (7) business days of the Notice, if the firm wants the original bid bond returned. If a firm wants the bid bond returned, the firm must pick it up from the City.

4.16 ☒ PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT

(Applicable if box checked)

4.16.1 Amount of each payment or performance bond, if required, shall be equal to 120% of the contract price. Each payment and performance bond, if required, shall comply with the terms of Section 255.05, Fla. Stat. A certified copy of the recorded payment and performance bond shall be furnished by the CONTRACTOR to OWNER prior to the commencement of Work or recommencing Work after a default or abandonment, and in accordance with Section 255.05, Florida Statutes, CONTRACTOR shall not be paid any sums until such occurs. All subcontractors, materialmen, laborers, vendors and all others claiming by and through CONTRACTOR shall look exclusively to the Payment and Performance Bond posted in accordance with Section 255.05, Florida Statutes, if not properly paid.

4.16.2 Failure of the Successful Proposer to execute a contract, file any required Performance and Payment Bonds, and furnish evidence of appropriate insurance coverage's (including evidence of workers compensation coverage if required by this competitive solicitation within seven (7) business days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the bid bond to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

4.16.3 Within seven (7) calendar days after the Contract Award or prior to commencement of any work, whichever is sooner, the Successful Proposer shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in

order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

Financial Stability – A

Financial Size – VIII

- 4.16.4 Contractor shall provide to the City a certified copy of the recorded bond for all required payment and performance bonds.
- 4.16.5 Two (2) separate bonds are required, and both must be approved by the City. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the Successful Proposer perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Successful Proposer promptly make payments to all persons who supply the Successful Proposer with labor, materials and supplies used directly or indirectly by the Successful Proposer in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said contract which the City may be required to make under the law. The bond shall insure payment of laborers, material suppliers, and subcontractors and the timely completion of the project and be in a form acceptable to the City. Such bonds shall continue in effect for one (1) year after final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents, with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that the Successful Proposer correct any defective or faulty work or material that appears within one (1) year after final completion of the Contract, upon notification by City. ALL BONDS ARE SUBJECT TO CITY ATTORNEY APPROVAL.
- 4.16.6 Failure of the Successful Proposer to execute a contract or file any required Performance and Payment Bonds shall be just cause for the annulment of the

award and the forfeiture of the RFP security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

END OF SECTION 4

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SECTION 5 - SPECIFICATIONS

5.1 PURPOSE

The City of Winter Garden is seeking to obtain proposals from qualified proposers for the construction of the CWGDN Fire Station No. 21 in accordance with the terms, conditions, and specifications contained in this RFP. Fire Station No. 21 will be situated on an approximately 1.59-acre parcel located at 16290 Marsh Road, Winter Garden, Florida 34787.

5.2 SCOPE OF SERVICES:

- a. Summary: The CWGDN Fire Station No. 21 Construction Project includes, but not limited to, furnishing all materials, labor, equipment, and transportation to provide a completed project for RFP NO. 25-0001 CONSTRUCTION OF Winter Garden Fire Station No. 21 BUILD located at 16290 Marsh Road, Winter Garden, Florida 34787. **CONTRACTOR will provide necessary weather protection against rain, wind, storms, and heat as to maintain WORK and/or contents of building. All WORK to be guaranteed for a minimum of two (2) years from the date of final acceptance by the CITY.**
- b. Specifications:
 1. Contractor shall be provided the Architectural Drawings attached in Attachment 'B' as well as the fully engineered construction drawing provided by the City.
 2. Contractor will be responsible for obtaining the appropriate NPDES, De-watering and City Fire Department permits.
 3. Contractor shall provide fully engineered fire sprinkler construction drawings certified by a Professional Fire Sprinkler Engineer in the State of Florida. The engineered drawings shall be submitted to the City for approval.
 4. The Proposer agrees and fully understands that all underground utilities shall be completed and that all underground utility surveys, As-Builts, Final Certifications, and official acceptance of such underground utilities shall be completed within 120 days of the Notice to Proceed, and prior to any new building foundation construction commencing.
 5. Proper M.O.T. and advanced construction schedule notice shall be provided and updated frequently at the discretion of the City.
 6. Construction shall comply with the FBC 2020 ed.7 or any other addition which takes precedence at the time of permitting. Energy Calculations must be provided and shall be Performance-Based compliance.

7. Stormwater NPDES permits shall be required.

c. General Work includes, but not limited to:

1. Site preparation, including clearing, grubbing, and earthwork. Such site improvements shall include roadways, parking lots, pedestrian paving, and landscape clearing.
2. Stormwater Erosion and Sedimentation Control shall be maintained throughout the duration of the project in accordance with Best Management Practice guidelines set forth by FDEP.
3. The relocation & reconnection of existing underground utilities within the footprint of the new building expansion.
4. Replace/repair any asphalt pavement roadway material that is damaged during the construction of the project. Cold patch asphalt repair shall not be acceptable. All roadway surfaces must follow the pavement plan to ensure that proper flowlines are provided and that no water-ponding issues will be present upon finish grade.
5. Proper M.O.T. and advanced construction schedule notice shall be provided and updated frequently at the discretion of the City.
6. The superstructure, including the floor, roof construction and all sub-systems shall be provided to meet the approved plan, and its required assemblies to connect to the existing structure.
7. All exterior work to enclose, seal and protect the new building addition. Building envelope must comply with required R-Values and Vapor Barrier specifics for wall & roof installation.
8. All interior construction assemblies & appurtenances; including partitions, doors, openings, and fittings.
9. Fire Alarm & Fire Sprinkler protection specialties and systems.
10. All interior finishes, casework finish, window treatments and trim.
11. All Mechanical, Electrical, Plumbing and required sub-systems & assemblies.

5.2.2 The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

5.2.3 Deviations: For the purpose of evaluation, the Proposer must promptly indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the Specifications in every respect.

5.3 Items shown on the Plans but not noted in the Specifications, and items noted in the Specifications but not shown on the Plans, are to be considered as both shown on the Plans and noted in the Specifications. Any errors or omissions in the Specifications or on the Plans, as to the standards of the work, shall not relieve the Successful Proposer of the obligation to furnish a satisfactory first-class job in strict conformity with the best practice found in structures or in the work of a similar type. The failure of the Proposer to direct the attention of the City's designated employee to errors or discrepancies will not relieve the Proposer, should Proposer be awarded the Contract, of the responsibility of performing the work to the satisfaction of the CITY.

5.4 SPECIFICATIONS

5.4.1 City will ensure that soils are clean, select material, granular soils, free of deleterious materials and capable of providing proper drainage and percolation and will provide documentation supporting such to Proposer.

5.5 SPECIAL REQUIREMENTS

5.5.1 All General Contractors and Subcontractors vehicles are to be parked in the designated construction area. This staging area will be identified at the Pre-Construction Kick-off meeting. The storage/laydown area is to be returned to the City in like or better condition.

5.6 HOURS FOR WORK

Working hours shall be in accordance with the applicable City Regulations and/or in compliance with the City's directions.

7AM to 5 PM, Monday through Friday
9AM to 5 PM, Saturday

5.7 CONTRACTOR USE OF PREMISES

5.7.1 Confine operations at site to areas permitted by Law, Ordinances, Permits, and Contract Documents.

5.7.2 Do not unreasonable encumber site with materials or equipment.

END OF SECTION 5

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SECTION 6 – SELECTION PROCESS

The selection process shall be conducted as follows:

6.1 Short-List

The Written Proposals received in response to this RFP will be evaluated and ranked by a Selection Committee, comprised of not less than five (5) voting members selected at the discretion of the Fire Chief in accordance with the process and evaluation criteria contained in Section 6 and utilizing the attached Ranking Sheet. Various Professional Consultants and representatives from the City may also be present during this process as non-voting members of the Committee. A ranking shall be established by totaling the sum of the scores given to each Firm by all voting members of the Selection Committee. The Committee has the option to select (short-list) and/or award a minimum of two (2) Firms who may give a presentation at a later date to the Selection Committee. No information will be released by City after the due date for submission of the Proposals until the selection of the short-listed Firms has been made. All submitting Firms will receive notification of the Firms selected. The ranking established for short-listing will carry forward to the next portion of the process. In accordance with the CCNA, City reserves the right to conduct and/or not conduct interviews, at its sole discretion and issue award(s) based on written responses.

6.2 Presentation/Interview

A Selection/Negotiation Committee (SNC) approved by the Fire Chief, and/or City Manager shall be responsible for short-listing the most qualified Firms. The SNC, at its sole discretion, may request additional or clarifying information from any Proposer. The SNC may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the Proposer's proposal. The occurrence or absence of such a request shall not be cause for objection by any Proposer. The SNC may schedule interview and presentations with the short-listed Proposers. In the event of such, the interviews/presentations are tentatively scheduled for the date and time TBA. Firms will be expected to provide a thirty (30) minute presentation followed by a fifteen (15) minute question and answer session. It is suggested, but not mandatory, that the person(s) who will be assigned the City project, and any others deemed necessary by the Firm, attend the presentation/interview portion of this process. The SNC will evaluate and rank the Firms based on the qualification submittals and presentations in accordance with the process and evaluation criteria contained herein. A ranking shall be established by totaling the sum of the scores given to each Firm by all voting members of the SNC for both the evaluation of the Written Proposal and the Presentation/Interview. The final ranking of Proposers shall be in accordance with the scoring result, with the top-ranked Firm being the Firm that achieved the highest number of allowable points during the scoring process.

6.3 Evaluation Criteria Rating Sheet

The SNC will evaluate the Proposals received in response to this RFP based on the Evaluation Criteria included in this document, which will be weighted in accordance with the Evaluation Criteria Rating Sheet contained at the end of this Section. The SNC will utilize the attached Evaluation Rating Sheet for both the Short Listing and Presentation/Interview portions of the process.

6.4 Recommendation

The SNC will recommend to the City Commission that an Agreement for Construction Services for a new fire station build be negotiated with the highest ranked Firm. In the event that an agreement cannot be reached with the highest ranked Firm within 30 days, the City has the option to close negotiations with that Firm and move to the next highest ranked Firm to negotiate.

CONSTRUCTION SERVICES
RFP 25-0001
SELECTION CRITERIA RATING SHEET

Firm:			
Committee Member:			Date:
Selection Criteria	Possible Points	Earned Points	Remarks
Total Bid Amount	25		
Resources/Capabilities/Technical Expertise	20		
Key Personnel	10		
Proposed Methodology	10		
Schedule	10		
Availability/Proximity	5		
Documentation/Reporting	5		
Safety	5		
Financial/Litigation	5		
Volume of Work Previously Awarded	5		
TOTAL POINTS	100		
Comments:			
Signature:			

END OF SECTION 6
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SECTION 7 – SAMPLE FORM OF AGREEMENT



AGREEMENT

BETWEEN

CITY OF WINTER GARDEN

AND

FOR

**BID NO. 25-0001 CITY OF WINTER GARDEN FIRE STATION No. 21
BUILD – NEW CONSTRUCTION**

This is an Agreement between: The CITY OF WINTER GARDEN , a municipal Corporation in the State of Florida, hereinafter referred to as “CWGDN” and “OWNER” and _____, its successors and assigns, hereinafter referred to as “CONTRACTOR”.

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CWGDN and CONTRACTOR agree as follows:

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS:

Wherever used in this Agreement or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1.1 Agreement – The written agreement between CWGDN and CONTRACTOR covering the WORK to be performed including other Contract Documents that are attached to the Agreement or made a part thereof.

1.1.2 Not Used

1.1.3 Change Order – A document which is signed by CONTRACTOR and CWGDN and authorizes an addition, deletion or revision in the WORK within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.1.4 CWGDN – The CITY OF WINTER GARDEN CITY COMMISSION with whom CONTRACTOR has entered into an Agreement and for whom the WORK is to be provided.

1.1.5 Contract Documents – The Contract Documents consist of the Drawings, Plans and Specifications, Non-Collusive Affidavit, Contract, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and WORK directive changes issued on or after the effective date of the Contract.

1.1.6 Defective – An adjective which when modifying the WORK refers to WORK that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents or has been damaged prior to final payment.

1.1.7 Drawings - The drawings which show the character and scope of the WORK to be performed, and which are referred to in the Contract Documents.

1.1.8 Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.1.9 ARCHITECT - Bentley Group, Inc.
651 W Warren Avenue
Longwood, FL 32750
(407)-331-6116
gary@bentleygroupinc.com

1.1.10 Field Order - A written order issued by the ARCHITECT which orders minor changes in the WORK, but which does not involve a change in the Contract Price or the Contract Time.

1.1.11 Notice to Proceed - A written notice given by CWGDN to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.1.12 Project - The total construction for which the CONTRACTOR is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such construction.

1.1.13 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the WORK and certain administrative details applicable thereto.

1.1.14 Subcontractor - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the site.

1.1.15 Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.1.16 WORK - WORK is the result of performing services, specifically, including but not limited to construction, furnishing labor, equipment and materials incorporated used or incorporated in the construction of the entire Project as required by the Contract Documents.

1.1.17 WORK Change Directive - A written directive to CONTRACTOR issued on or after the effective date of the Agreement and signed by CWGDN and recommended by ARCHITECT ordering an addition, deletion, or revision in the WORK. A WORK change directive shall not change the Contract Price or Time but is evidence that the parties expect that the change directed or documented by a WORK change directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

1.1.18 Written Amendment - A written amendment of the Contract Documents, signed by CWGDN and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering, or non-technical aspects rather than strictly Work related aspects of the Contract Documents.

1.2 EXECUTION, CORRELATION, AND INTENT:

1.2.1 This Agreement shall be signed in not less than duplicate by the OWNER and CONTRACTOR.

1.2.2 It is the intent of the OWNER and CONTRACTOR that the Contract Documents include all items necessary for proper execution and completion of the WORK. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. WORK not covered in the Contract Documents will not be required unless it is consistent with and is

reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words and abbreviations which have well-known technical, or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 ENUMERATION OF CONTRACT DOCUMENTS:

1.3.1 The Contract Documents which comprise the entire agreement between CWGDN and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

1. This Agreement (pages 1 to 48, inclusive) and Bidding Requirements (pages A-1 to A-27, inclusive).
2. Plans and Specification Attachments
3. Construction performance bond, consisting of 1 page
4. Construction payment bond, consisting of 1 page
5. Insurance certificate(s)
6. Notice of Award and Notice to Proceed.
7. All applicable provisions of State, Federal or local law.
8. Any modification, including all change orders, duly delivered after execution of Agreement.

IN THE EVENT OF CONFLICT, THE ABOVE LISTING OF DOCUMENTS SHALL TAKE PRECEDENCE IN THE ORDER THAT THEY ARE LISTED.

1.4 INTENT:

It is the intent of the Contract Documents to describe a functionally complete Project in accordance with the plans and specifications. Any WORK, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe WORK, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of Contract Award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CWGDN, CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents.

1.5 CONFLICT, ERROR, OR DISCREPANCY:

If, during the performance of the WORK, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CWGDN and ARCHITECT in writing at once and before proceeding with the WORK affected thereby shall obtain a written interpretation or clarification from

CWGDN through the ARCHITECT.

1.6 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof in one or more of the following ways:

1.6.1 Change Order;

1.6.2 Formal written amendment, or

1.6.3 Work change directive.

1.7 SUPPLEMENTS, MINOR VARIATIONS, OR DEVIATIONS:

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the WORK may be authorized in one or more of the following ways:

1.7.1 ARCHITECT'S approval of a shop drawing or sample;

1.7.2 ARCHITECT'S written interpretation or clarification, or

1.7.3 A field order.

1.8 REPRESENTATION OF CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the site and become familiar with the local conditions under which the WORK is to be performed.

1.9 BEFORE COMMENCING OPERATIONS:

Before undertaking each part of the WORK, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon. CONTRACTOR shall promptly report in writing to CWGDN and ARCHITECT any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ARCHITECT before proceeding with any WORK affected thereby.

1.10 OWNERSHIP AND USE OF DOCUMENTS:

1.10.1 The drawings, specifications, designs, models, photographs, reports, surveys and other data provided with this Agreement are and shall remain the property of the CWGDN whether the project for which they are made is executed or not. This is not an assignment of any copyrights or other ownership rights which the ARCHITECT maintains.

1.10.2 Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the ARCHITECT'S common law copyrights or other reserved rights.

ARTICLE 2 CONTRACTOR'S SERVICES AND RESPONSIBILITIES

2.1 SERVICES AND RESPONSIBILITIES:

2.1.1 The CONTRACTOR shall assist the OWNER and ARCHITECT in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

2.1.2 Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the WORK, whether temporary or permanent and whether or not incorporated or to be incorporated in the WORK.

2.1.3 The CONTRACTOR shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.

2.1.4 The CONTRACTOR shall keep the OWNER and ARCHITECT informed of the progress and quality of the WORK.

2.1.5 If requested in writing by the OWNER, the CONTRACTOR, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Contract Documents and shall perform work, subject to determination by the ARCHITECT, subject to demand for arbitration, claims, disputes, and other matters in question relating to performance thereunder by both OWNER and CONTRACTOR. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.

2.1.6 The CONTRACTOR shall correct WORK which does not conform to the Construction Documents.

2.1.7 The CONTRACTOR warrants to the OWNER that materials and equipment incorporated in the WORK will be new unless otherwise specified, and that the WORK will be of good quality, free from faults and defects, and in conformance with the Contract Documents. WORK not conforming to these requirements shall be corrected in accordance with Article 9.

2.1.8 The CONTRACTOR shall pay all sales, consumer, use and similar taxes. OWNER shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the WORK which are either customarily secured after execution of this Agreement or are legally required at the time the CONTRACTOR's Proposal was first submitted to the OWNER.

2.1.9 The CONTRACTOR shall give notices and comply with laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

2.1.10 The CONTRACTOR shall pay royalties and license fees. The CONTRACTOR shall defend suits or claims for infringement of patent rights and shall save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the OWNER. However, if the CONTRACTOR has reason to believe the use of a required design, process or product is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless such information is promptly given to the OWNER.

2.1.11 The CONTRACTOR shall be responsible to the OWNER for acts and omissions of the CONTRACTOR's employees and parties in privity of contract with the CONTRACTOR to perform a portion of the WORK, including their agents and employees.

2.1.12 The CONTRACTOR shall keep the premises free from accumulation of waste materials or rubbish caused by the CONTRACTOR's operations. At the completion of the WORK, the CONTRACTOR shall remove from and about the Project the CONTRACTOR's tools, construction equipment, machinery, surplus materials, waste materials and rubbish.

2.1.13 The CONTRACTOR shall prepare Change Orders for the ARCHITECT'S and OWNER'S approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the Contract Sum or an extension of the Contract Time. The CONTRACTOR shall promptly inform the OWNER and ARCHITECT in writing, of minor changes in the design and construction.

2.1.14 The CONTRACTOR shall notify the ARCHITECT and OWNER when the WORK or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the WORK and insurance, shall include a list of items to be completed or corrected and shall fix the time within which the CONTRACTOR shall complete items listed therein.

2.1.15 The CONTRACTOR shall maintain in good order at the site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction.

These shall be delivered to the OWNER upon completion of the construction and prior to final payment.

2.2 BASIC SERVICES:

The WORK will consist of furnishing all materials, labor, equipment, and transportation to provide a completed project for RFP NO. 25-0001 CONSTRUCTION OF CITY OF WINTER GARDEN NEW FIRE STATION BUILD.

CONTRACTOR will provide necessary weather protection against rain, wind, storms, and heat as to maintain WORK and/or contents of building.

All WORK to be guaranteed for a minimum of two (2) years from the date of final acceptance by the CWGDN.

2.3 NOT USED.

2.4 SHOP DRAWINGS AND SAMPLES:

2.4.1 Within fourteen (14) calendar days after Contract Commencement, CONTRACTOR shall submit to ARCHITECT and CWGDN Logistics Department for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawing is to show the suitability, efficiency, technique-of- manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ARCHITECT to review the information as required.

2.4.2 CONTRACTOR shall also submit to ARCHITECT for review and approval with such promptness as to cause no delay in WORK, all samples required by the Contract Documents and shall be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended.

2.4.3 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the WORK and the Contract Documents.

2.4.4 At the time of each submission, CONTRACTOR shall give ARCHITECT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ARCHITECT for review and approval of each such variation. Failure to point out such departures shall not relieve CONTRACTOR from his responsibility to comply with the Contract Documents.

2.4.5 Approval of the Shop Drawings by ARCHITECT shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the WORK, nor for the furnishing of material or WORK required by the Agreement and not indicated on the drawings. No WORK called for by any Shop Drawing shall be done until the drawings have been approved by ARCHITECT.

2.5 SUPERVISION AND SUPERINTENDENCE:

CONTRACTOR shall supervise and direct the WORK competently and efficiently, devoting such attention thereto and applying CONTRACTOR's best skill, attention, and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of construction. CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Contract Documents.

2.6 RESIDENT SUPERINTENDENT:

CONTRACTOR shall keep on the WORK at all times during its progress a competent resident superintendent and any necessary assistants who shall not be replaced without written notice to CWGDN unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in his employ. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

2.7 LABOR:

2.7.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida and suppliers, selected and paid by the CONTRACTOR.

2.7.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the WORK as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all WORK at the site shall be performed Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the CWGDN 48 hours in advance. CONTRACTOR will not permit overtime work or the performance of WORK on Saturday, Sunday or any legal holiday without CWGDN’S written consent.

2.8 MATERIALS:

2.8.1 Unless otherwise specified herein, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the WORK.

2.8.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the WORK will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.

2.9 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

2.9.1 Within seven (7) calendar days after execution of the Contract and in any event prior to the commencement of any WORK hereunder, CONTRACTOR shall furnish, in writing to CWGDN, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the WORK. CWGDN shall advise CONTRACTOR, in writing, of any proposed person or entity to which CWGDN has a reasonable objection. Failure of CWGDN to reply promptly shall constitute notice of no reasonable objection. CONTRACTOR shall not contract with a proposed person or entity to whom CWGDN has made a reasonable and timely objection. If CWGDN has reasonable objection to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CWGDN has no reasonable objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if CWGDN makes reasonable objection to such change.

2.9.2 CONTRACTOR shall be fully responsible to CWGDN for all acts and omissions of the CONTRACTOR’S employees, Subcontractors, Suppliers and other persons directly or indirectly employed by his Subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the WORK under a direct or indirect contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CWGDN and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CWGDN to pay or to see to the payment of any moneys due any such Subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

2.9.3 All work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of CWGDN.

2.10 PATENT FEES AND ROYALTIES:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

2.11 PERMITS:

CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary including all CWGDN permit, and inspection fees related to this Contract. If the Schedule of Bid Prices does not include a permit allowance line item, permit fees should be included in your bid proposal.

2.12 LAWS AND REGULATIONS:

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to the performance of the WORK. CWGDN shall not be responsible for monitoring CONTRACTOR's compliance with any laws and regulations. CONTRACTOR shall promptly notify CWGDN if the Contract Documents are observed by CONTRACTOR to be at variance therewith.

2.13 RISK OF LOSS; TITLE:

The risk of loss, injury, or destruction shall be on CONTRACTOR until acceptance of the WORK by CWGDN. Title to the WORK shall pass to CWGDN upon acceptance of the WORK by CWGDN.

2.14 TAXES:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions. CONTRACTOR is responsible for reviewing the pertinent state statutes involving such taxes and complying with all requirements.

2.15 USE OF PREMISES:

2.15.1 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the Project site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the Owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against CWGDN by any such Owner or occupant because of the performance of the WORK, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of CONTRACTOR's use of the premises.

2.15.2 During the progress of the WORK, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the WORK. At the completion of the WORK, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CWGDN. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

2.15.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the WORK or adjacent property to stresses or pressures that will endanger it.

2.16 ACCESS TO WORK:

CONTRACTOR shall provide CWGDN, CWGDN'S consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the WORK at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith.

2.17 SAFETY AND PROTECTION:

2.17.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

2.17.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

2.18 INDEMNIFICATION:

To the extent permitted by Florida law, Contractor agrees to indemnify, defend, save, and hold harmless the CITY OF WINTER GARDEN, its officials, officers and employees, from or on account of all damages, claims, losses, injuries, judgments, costs, and liabilities, including but not limited to reasonable attorneys' fees and litigation cost at trial and appellate levels arising out of or resulting from the performance or nonperformance of the Work or services under this Agreement to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or subcontractors, materialmen, or any other persons employed or utilized by the Contractor, or any combination thereof. For purposes of compliance with Florida law, CONTRACTOR acknowledges that this provision shall be deemed a part of the specifications and the procurement documents for the Work. The maximum monetary limit of indemnification provided by the CONTRACTOR under this paragraph and other indemnifications contained within the Contract Documents is five million dollars (\$5,000,000.00) per occurrence, which the OWNER and the CONTRACTOR agree bears a commercially reasonable relationship to this Agreement and the Work. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CWGDN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. This paragraph survives final completion of the Work and termination of this Agreement.

2.19 SURVIVAL OF OBLIGATIONS:

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the WORK and termination or completion of the Agreement.

2.20 CORRECTION AND REMOVAL OF DEFECTIVE WORK:

If required by CWGDN and ARCHITECT, CONTRACTOR shall promptly, as directed, either correct all defective WORK, whether or not fabricated, installed or completed, or, if the WORK has been rejected by CWGDN and ARCHITECT, remove it from the site and replace it with non-defective WORK. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, attorneys and other professionals) made necessary thereby.

2.21 CONTRACTOR DELIVERABLES (AS APPLICABLE):

2.21.1 Engineering Permit – three (3) sets of hard copies plus one (1) PDF copy.

2.21.2 Engineer's cost estimate or copy of contract.

2.21.3 Building Permit – three (3) sets.

2.21.4 Shop drawings – three (3) sets.

2.21.5 Record Drawings (as built) – two (2) sets of hard Copies (one full and one half size) plus one (1) PDF copy.

2.21.6 Record Drawings (as built) – 1 AutoCAD (2010 version, geo referenced).

2.21.7 Operation and Maintenance Manuals – Three hard copies plus one (1) PDF copy.

ARTICLE 3 OWNER'S AND ARCHITECT'S RESPONSIBILITIES

3.1 The OWNER shall designate a representative authorized to act on the OWNER'S behalf with respect to the Project. The OWNER or such authorized representative shall examine documents submitted by the CONTRACTOR and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the WORK.

3.2 The OWNER may appoint an on-site project representative to observe the WORK and to have such other responsibilities as the OWNER and CONTRACTOR agree in writing prior to execution of this Agreement.

3.3 The OWNER shall cooperate with the CONTRACTOR in securing building and other permits, licenses and inspections.

3.4 If the OWNER observes or otherwise becomes aware of a fault or defect in the WORK or nonconformity with the Design or Construction Documents, the OWNER shall give prompt written notice thereof to the Design/ Builder.

3.5 The OWNER shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.

3.6 The OWNER shall communicate with subcontractors only through the CONTRACTOR.

3.7 CWGDN shall furnish data required of CWGDN under the Contract Documents promptly.

3.8 Except for permits and fees which are the responsibility of CONTRACTOR, CWGDN shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or permanent changes in existing facilities.

3.9 If the WORK is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the WORK in such a way that the completed WORK will conform to the Contract Documents, CWGDN may order CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of CWGDN to stop the WORK shall not give rise to any duty on the part of CWGDN to exercise this right for the benefit of CONTRACTOR or any other party.

3.10 ARCHITECT'S RESPONSIBILITIES:

3.10.1 ARCHITECT will be CWGDN'S representative during the construction period and until final payment is due.

3.10.2 Visits to Site:

ARCHITECT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. ARCHITECT'S efforts will be directed toward providing for CWGDN a greater degree of confidence that the completed WORK will conform to the Contract Documents. On the basis of such visits and on-site inspections, ARCHITECT shall keep CWGDN informed of the progress of the WORK and shall endeavor to guard CWGDN against defects and deficiencies in the WORK.

3.10.3 Technical Clarifications and Interpretations:

ARCHITECT will issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as ARCHITECT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents, neither CWGDN nor ARCHITECT will thereafter entertain any excuse for failure to execute the WORK in a satisfactory manner.

3.10.4 ARCHITECT will interpret and decide matters concerning performance under the requirements of the Contract Documents upon written request of either CWGDN or CONTRACTOR. ARCHITECT will make initial decisions on all claims, disputes, or other matters in question between CWGDN and CONTRACTOR. All written decisions of the ARCHITECT on any claim, dispute or other matter will be final and binding upon CWGDN and CONTRACTOR unless a written notice of intention to appeal from ARCHITECT'S written decision is delivered within five (5) days after the date of such decisions and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within thirty (30) days of the date of such decision. The rendering of a decision by ARCHITECT with respect to any such claim, dispute, or matter (except any which have been waived by the making or acceptance of final payment) is a condition precedent to any exercise by CWGDN or CONTRACTOR of such rights or remedies existing under the Contract Documents or by law.

3.10.5 Authorized Variations in WORK:

ARCHITECT may authorize minor variations in the WORK from the technical requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished

by a field order and will be binding on CWGDN, and also on CONTRACTOR who shall perform the WORK involved promptly.

3.10.6 Rejecting Defective WORK:

ARCHITECT will have the authority to disapprove or reject WORK which ARCHITECT believes to be defective and will also have authority to require special inspections or testing of the WORK whether or not the WORK is fabricated, installed or completed.

ARTICLE 4 TIME

4.1 TIME IS OF THE ESSENCE OF THIS CONTRACT. The WORK to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and, subject to authorized adjustments, shall be complete within **415** calendar days from Notice to Proceed. Failure to achieve timely, substantial, and/or final completion shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Section 4.9 herein.

4.2 The CONTRACTOR shall provide services as expeditiously as is consistent with reasonable skill and care and the orderly progress of design and construction.

4.3 Time limits stated in the Contract Documents are of the essence of this Agreement. The WORK to be performed under this Agreement shall commence upon execution of a notice to proceed unless otherwise agreed and, subject to authorized Modifications, Substantial Completion shall be achieved as indicated in Article 14.

4.4 The Date of Substantial Completion of the WORK or an agreed upon portion thereof is the date when construction or an agreed upon portion thereof is sufficiently complete so the OWNER can occupy and utilize the WORK or agreed upon portion thereof for its intended use.

4.5 The schedule provided in the CONTRACTOR's Proposal shall include a construction schedule consistent with Section 4.2 above.

4.6 If the CONTRACTOR is delayed in the progress of the Project by acts or neglect of the OWNER, OWNER'S employees, separate contractors employed by the OWNER, changes ordered in the WORK not caused by the fault of the CONTRACTOR, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or other causes beyond the CONTRACTOR's control, or by delay authorized by the OWNER'S pending arbitration or another cause which the OWNER and CONTRACTOR agree is justifiable, the Contract Time shall be reasonably extended by Change Order.

4.7 CHANGE OF CONTRACT TIME:

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CWGDN BY REASON OF ANY DELAYS. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CWGDN for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active

interference on the part of CWGDN or its agents. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

4.8 NO RECOVERY FOR EARLY COMPLETION:

If the CONTRACTOR submits a schedule or expresses an intention to complete the WORK earlier than any required milestone or completion date, the CWGDN shall not be liable to the CONTRACTOR for any costs incurred because of delay or hindrance should the CONTRACTOR be unable to complete the WORK before such milestone or completion date. The duties, obligations and warranties of the CWGDN to the CONTRACTOR shall be consistent with and applicable only to the completion of the WORK and completion dates set forth in this Agreement.

4.9 LIQUIDATED DAMAGES:

Upon failure of the CONTRACTOR to complete the WORK within the time specified for completion, (plus approved extensions if any) CONTRACTOR shall pay to CWGDN the sum of two hundred and 50/100 dollars (\$250.00) for each calendar day that the completion of the WORK is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CWGDN as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the WORK for which a time of completion is given. CWGDN shall have the right to deduct from and retain out of monies which may be then due, or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by CWGDN is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages. CONTRACTOR shall be responsible for reimbursing CWGDN, in addition to liquidated damages or other per day damages for delay, for all costs of engineering, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to CONTRACTOR whichever is later.

ARTICLE 5 PAYMENTS

5.1 CONTRACT SUM:

CWGDN shall pay CONTRACTOR in current funds as full compensation for the performance of all the WORK subject to additions and deductions by Change Order as provided in this Agreement, the Contract Sum of

5.2 PROGRESS PAYMENTS:

5.2.1 The CONTRACTOR shall deliver to the OWNER an itemized Application for Payment in such detail as indicated in the CWGDN approved Schedule of Values. CONTRACTOR may requisition payments for WORK completed during the Project at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the

payment out of previous progress payments received by the CONTRACTOR for all WORK completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR'S previous applications for payment, and any other supporting documentation as may be required by the ARCHITECT or Contract Documents. Each requisition shall be submitted in triplicate to the ARCHITECT for approval. The CWGDN shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the ARCHITECT of the CONTRACTOR's requisition for payment.

5.2.2 Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CWGDN until the WORK is totally completed as specified, and accepted by the CWGDN unless, at some point during the construction period, a retainage reduction is required to comply with Florida Statute 218.735(8).

5.3 The Application for Payment shall constitute a representation by the CONTRACTOR to the OWNER that, to the best of the CONTRACTOR's knowledge, information and belief, the design and construction have progressed to the point indicated; the quality of the WORK covered by the application is in accordance with the Contract Documents; and the CONTRACTOR is entitled to payment in the amount requested.

5.4 The CONTRACTOR shall pay each subcontractor, upon receipt of payment from the OWNER, out of the amount paid to the CONTRACTOR on account of such subcontractor's WORK, the amount to which said subcontractor is entitled in accordance with the terms of the CONTRACTOR'S contract with such subcontractor. The CONTRACTOR shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub- subcontractors in similar manner.

5.5 The OWNER shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the CONTRACTOR except as may otherwise be required by law.

5.6 No progress payment or partial or entire use or occupancy of the Project by the OWNER shall constitute an acceptance of WORK not in accordance with the Contract Documents. The payment of any application for payment by the Owner does not constitute approval or acceptance of that part of the Work to which such payment relates nor does it relieve the Contractor of any of its obligations hereunder with respect hereto.

5.7 The CONTRACTOR warrants that: (1) title to WORK, materials and equipment covered by an Application for Payment will pass to the OWNER either by incorporation in construction or upon receipt of payment by the CONTRACTOR, whichever occurs first; (2) WORK, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no WORK, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR, or any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

5.8 If the Contract provides for retainage, then at date of Substantial Completion or occupancy of the WORK or any agreed upon portion thereof by the OWNER, whichever occurs first, the CONTRACTOR may apply for and the OWNER, if the CONTRACTOR has satisfied the requirements of the Contract relating to retainage, shall pay the CONTRACTOR the amount retained, if any, for the WORK or for the portion completed or occupied, less the reasonable value of incorrect or incomplete WORK. Final payment of such withheld sum shall be made upon correction or completion of such WORK.

5.9 FINAL INSPECTION:

Upon written notice from CONTRACTOR that the entire WORK or an agreed portion thereof is complete,

CWGDN and ARCHITECT will make a final inspection and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the WORK is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

5.10 FINAL APPLICATION FOR PAYMENT:

After CONTRACTOR has completed all such corrections to the satisfaction of CWGDN and ARCHITECT and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents, and after ARCHITECT has indicated that the WORK is acceptable, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the WORK; or (2) CONTRACTOR's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lienor who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond satisfactory to CWGDN to indemnify CWGDN against any lien.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional registered land surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until said drawings have been reviewed and approved by ARCHITECT. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of ARCHITECT, they do not represent correct or accurate "As-built" drawings.

5.11 FINAL PAYMENT AND ACCEPTANCE:

5.11.1 If, on the basis of ARCHITECT'S observation of the WORK during construction and final inspection, and ARCHITECT'S review of the final Application for Payment and accompanying documentation, ARCHITECT is satisfied that the WORK has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ARCHITECT will, within ten (10) days after receipt of the final Application for Payment, indicate in writing ARCHITECT's recommendation of payment and present the Application to CWGDN for payment. Thereupon, ARCHITECT will give written notice to CWGDN and CONTRACTOR that the WORK is acceptable. Otherwise, ARCHITECT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to CWGDN of the Application and accompanying documentation, in appropriate form and substance, and with ARCHITECT'S recommendation and notice of acceptability, the amount recommended by ARCHITECT will become due and will be paid by CWGDN to CONTRACTOR.

5.11.2 If, through no fault of CONTRACTOR, final completion of the WORK is significantly delayed and if ARCHITECT so confirms, CWGDN shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ARCHITECT, and without terminating the Agreement, make payment of the balance due for that portion of the WORK fully completed and accepted. If the remaining balance to be held by CWGDN for WORK not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the WORK fully completed and accepted shall be submitted by CONTRACTOR to ARCHITECT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

5.12 CWGDN'S RIGHT TO WITHHOLD PAYMENT:

The CWGDN may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

5.12.1 Defective WORK not remedied.

5.12.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

5.12.3 Failure of the CONTRACTOR to make payments to subcontractors or suppliers for materials or labor.

5.12.4 Damage to another contractor not remedied.

5.12.5 Liability for liquidated damages has been incurred by the CONTRACTOR.

5.12.6 Reasonable evidence that the WORK cannot be completed for the unpaid balance of the Contract Sum.

5.12.7 Reasonable evidence that the WORK will not be completed within the Contract Time.

5.12.8 Failure to carry out the WORK in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CWGDN which will protect the CWGDN in the amount withheld, payment may be made in whole or in part.

5.13 FINAL PAYMENT:

5.13.1 Neither final payment nor amounts retained, if any, shall become due until the CONTRACTOR submits to the OWNER (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which the OWNER or OWNER'S property might be liable have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, (3) a certificate that insurance required by the Contract Documents is in force following completion of the WORK, and (4) if required by the OWNER, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens arising out of this Agreement, to the extent and in such form as may be designated by the OWNER. If a CONTRACTOR refuses to furnish a release or waiver required by the OWNER, the CONTRACTOR may furnish a bond satisfactory to the OWNER to indemnify the OWNER against such lien. If such lien remains unsatisfied after payments are made, the CONTRACTOR shall reimburse the OWNER for monies the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

5.13.2 Final payment constituting the entire unpaid balance due shall be paid by the OWNER to the CONTRACTOR upon the OWNER'S receipt of the CONTRACTOR's final Application for Payment when the WORK has been completed and the Contract fully performed except for those responsibilities of the CONTRACTOR which survive final payment.

5.13.3 The making of final payment shall constitute a waiver of all previous claims made in writing by the OWNER provided however, in no event does the final payment constitute waiver of any claim by Owner arising from:

1. unsettled liens or unsettled claims on bonds;

2. faulty or defective WORK appearing after Substantial Completion;
3. failure of the WORK to comply with requirements of the Contract Documents;
4. terms of special warranties required by the Contract Documents;
5. any matter for which CONTRACTOR has indemnified OWNER under the Contract Documents;
6. damages suffered directly or indirectly by the OWNER caused by the CONTRACTOR's negligent performance under the Contract Documents.

5.13.4 Acceptance of final payment shall constitute a waiver of all claims by the CONTRACTOR except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final Application for Payment.

5.14 Prompt Payment Act. The Local Government Prompt Payment Act as set forth in Part VII, Chapter 218, Florida Statutes ("Prompt Payment Act") shall apply to payments and disputes concerning applications for payment under the Contract Documents. To the extent of any conflicts between the Contract Documents and the Prompt Payment Act, the Prompt Payment Act shall control to the extent of the conflict.

ARTICLE 6 PROTECTION OF PERSONS AND PROPERTY

6.1 The CONTRACTOR shall be responsible for initiating, maintaining, and providing supervision of OSHA standards for safety precautions and programs in connection with the WORK.

6.2 The CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the WORK and other persons who may be affected thereby; (2) the WORK and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

6.3 The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

6.4 The CONTRACTOR shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the OWNER) to property at the site caused in whole or in part by the CONTRACTOR, a subcontractor of the CONTRACTOR or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

6.5 HURRICANE PRECAUTIONS: During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment and construction sheds.

ARTICLE 7 INSURANCE AND BONDS

7.1 CONTRACTOR'S LIABILITY INSURANCE:

7.1.1 The CONTRACTOR shall purchase and maintain coverage from a company or companies authorized to do business in the State of Florida, such insurance as will protect the CONTRACTOR from claims set forth below which may arise out of or result from operations under the Contract by the CONTRACTOR or by a contractor of the CONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

1. claims under Workers' or Workmen's compensation, disability benefit and other similar employee benefit laws which are applicable to the WORK to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR's employees under any applicable employer's liability law;
3. claims for damages because of bodily injury, sickness or disease, or death of persons other than the CONTRACTOR's employees;
4. claims for damages covered by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR or (2) by another person;
5. claims for damages, other than to the WORK at the site, because of injury to or destruction of tangible property, including loss of use; and
6. claims for damages for bodily injury or death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle.

7.1.2 The insurance required by the above Subsection 7.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever are greater.

7.1.3 The CONTRACTOR's liability insurance shall include contractual liability insurance applicable to the CONTRACTOR's obligations.

7.1.4 Certificates of Insurance, and copies of policies, acceptable to the OWNER shall be delivered to the OWNER at the time of execution of contract. These Certificates, as well as insurance policies required by this Section shall contain a provision that coverage will not be canceled or allowed to expire until at least thirty days prior written notice has been given to the OWNER.

If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

7.2 PAYMENT AND PERFORMANCE BONDS:

7.2.1 Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing WORK, the CONTRACTOR shall execute and furnish to CWGDN a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States

Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CWGDN with evidence satisfactory to CWGDN, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858.

7.2.2 Two (2) separate bonds are required, and both must be approved by the CWGDN. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the CONTRACTOR perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the CONTRACTOR promptly make payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the WORK provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CWGDN to the extent of any and all payments in connection with the carrying out of said Contract which the CWGDN may be required to make under the law.

7.2.3 Pursuant to the requirements of Section 255.05(l)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Orange County, Florida with the CONTRACTOR to pay all recording costs.

7.3 BONDS, REDUCTION AFTER FINAL PAYMENT:

Such bonds shall continue in effect for two (2) years after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty WORK or material which appears within two (2) years after final completion of the Contract, upon notification by the CWGDN.

7.4 NO RIGHT TO LIEN/BONDS:

CONTRACTOR acknowledges and agrees that the real property for which the Project and Work is being constructed upon and the Project itself is owned by the OWNER, which is a municipality and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other liens pursuant to the OWNER'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 the Project and the Work, or any portion thereof. The CONTRACTOR hereby agrees to indemnify and hold the OWNER harmless from all liens filed by CONTRACTOR and from all liens and equitable claims filed by CONTRACTOR's subcontractors, materialmen, laborers, equipment providers, vendors and all others claiming by and through CONTRACTOR, against the OWNER, Project, Work and real property owned by the OWNER arising out of or concerning the Work and Project, including but not limited to OWNER's attorneys' fees, experts' fees and litigation costs (at trial and appellate levels).

7.5 DUTY TO SUBSTITUTE SURETY:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within seven (7) days thereafter substitute another bond and surety, both of which must be acceptable to CWGDN.

INSURANCE:

7.6 INSURANCE:

7.6.1 AT THE TIME OF EXECUTION OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGE AND SPECIFICALLY PROVIDING THAT THE CITY OF WINTER GARDEN IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. Insurance Companies selected must be acceptable by the CWGDN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CWGDN by certified mail.

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Commercial General Liability (CGL). Insurance Services Office Form Number CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$5,000,000 per accident for bodily injury and property damage.

Workers’ Compensation Insurance. Workers’ Compensation insurance as required by the State of Florida, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability. (If Design Build) Insurance appropriate to the Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Contractors Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions. If project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Builder's Risk (Course of Construction). Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The insurance shall cover any and all real and personal property owned, used or intended for use or hereafter created, installed or acquired, including while in the course of building, erection, installation and assembly. The policy shall also include coverage for machinery, supplies and equipment, and other personal property of any kind owned, rented or in the care, custody and control of the contractor, and its subcontractors to be incorporated in the building, erection, assembly and installation of the project. Said policy shall remain in force until the construction is completed and accepted. Please note that the City of Winter Garden may choose to place their own Builders Risk policy on the project. This policy will pick up the respected interest of the General Contractor and subcontractors enrolled on project. This City requests copies of the Contractors Builders Risk Insurance Proposals to evaluate whether they want to procure the Builders Risk on behalf of the City and project or have the Contractor place coverage on the City's behalf.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions: Additional Insured Status The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation. Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions. Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

7.6.2 If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

7.6.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

7.6.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CWGDN with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above-described insurance.

7.6.5 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CWGDN for payment or assessments in any form on any policy of insurance.

7.6.6 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CWGDN is named as an additional named insured shall not apply to CWGDN. CWGDN shall provide written notice of occurrence within a reasonable time of the actual notice of such an event.

7.6.7 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

7.6.8 The CONTRACTOR agrees to perform the WORK under the Contract as an independent CONTRACTOR, and not as a subcontractor, agent, or employee of CWGDN.

7.6.9 Violation of the terms of this section and its subparts shall constitute a breach of the Contract and CWGDN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

7.7 CWGDN'S LIABILITY AND INSURANCE:

CWGDN shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the WORK. CWGDN specifically reserves all statutory and common law rights and immunities, and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

7.8 LOSS OF USE INSURANCE:

The OWNER, at the OWNER'S option, may purchase and maintain such insurance as will insure the OWNER against loss of use of the OWNER'S property due to fire or other hazards, however caused. The OWNER waives all rights of action against the CONTRACTOR, and its contractors and their agents and employees, for loss of use of the OWNER'S property, including consequential losses due to fire or other hazards, however caused, to the extent covered by insurance under this Section.

ARTICLE 8 CHANGES IN THE WORK

8.1 CHANGES IN THE WORK:

8.1.1 CWGDN, without invalidating this Agreement, may order additions, deletions, or revisions to the WORK. Such additions, deletions, or revisions shall be authorized by a Written Amendment, Change Order, or Work Directive Change.

8.1.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior change Orders for this Project, increase the cost of the WORK to CWGDN or which extend the time for completion, must be formally authorized and approved by the CWGDN'S COMMISSION prior to their issuance and before WORK may begin. No claim against CWGDN for extra WORK in furtherance of such change order shall be allowed unless prior approval has been obtained.

Notwithstanding the above subsection, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this Project, increase the cost of the WORK to the CWGDN not in excess of ten percent (10%) or \$50,000 (whichever is less) may be approved by signed approval of the CWGDN Manager of the CITY OF WINTER GARDEN.

No claim against CWGDN for extra WORK in furtherance of a Change Order shall be allowed unless prior approval pursuant to this section has been obtained.

8.1.3 The Contract Price and Contract Time shall be changed only by Change Order or Written Amendment.

8.1.4 Proposed Change Orders shall be prepared by the ARCHITECT on forms provided by CWGDN. When submitted for approval, they shall carry the signature of the ARCHITECT and the CONTRACTOR.

8.1.5 If CWGDN and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Time that should be allowed as a result of a Work Change Directive, a claim may be made therefore.

8.1.6 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any WORK performed that is not required by the Contract Documents as amended, modified and supplemented.

8.1.7 If notice of any change affecting the general scope of the WORK or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility and the amount of each applicable bond shall be adjusted accordingly.

8.1.8 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to ARCHITECT not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the Contract Time will be valid if not submitted in accordance with this Subsection.

8.1.9 The cost or credit to CWGDN from a change in the WORK shall be determined by mutual agreement.

8.2 CHANGE ORDERS:

8.2.1 A Change Order is a written order signed by the OWNER and CONTRACTOR, and issued after execution of this Agreement, authorizing a change in the WORK or adjustment in the Contract Sum or Contract Time. The Contract Sum and Contract Time may be changed only by Change Order.

8.2.2 Cost or credit to the OWNER resulting from a change in the WORK shall be determined in one or more of the following ways:

1. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. by unit prices stated in the Contract Documents or subsequently agreed upon;
3. by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. by the method provided below.

8.2.3 If none of the methods set forth in Clauses 8.2.2.1, 8.2.2.2 or 8.2.2.3 is agreed upon, the CONTRACTOR, provided a written order signed by the OWNER is received, shall promptly proceed with the WORK involved. The cost of such WORK shall then be determined on the basis of reasonable expenditures and savings of those performing the WORK attributable to the change, including the expenditures for design services and revisions to the Contract Documents. In case of an increase in the Contract Sum, the cost shall include a reasonable allowance for overhead and profit. Unless otherwise provided in the Contract Documents, cost shall be limited to the following:

cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; additional costs of supervision and field office personnel directly attributable to the change, and fees paid to engineers and other professionals. Pending final determination of cost to the OWNER, payments on account shall be made on the Application for Payment. The amount of credit to be allowed by the CONTRACTOR to the OWNER for deletion or change which results in a net decrease in the Contract Sum will be actual net cost. When both additions and credits covering related WORK or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

8.2.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of agreed unit prices to quantities proposed will cause substantial inequity to the OWNER or CONTRACTOR, applicable unit prices shall be equitably adjusted.

8.3 CONCEALED CONDITIONS:

By execution of this agreement, CONTRACTOR has satisfied itself as to all conditions necessary to fulfill this Contract. No contract adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

8.4 REGULATORY CHANGES:

The CONTRACTOR shall be compensated for changes in the WORK necessitated by the enactment or revision of codes, laws, or regulations subsequent to the submission of the CONTRACTOR's proposal.

ARTICLE 9 WARRANTIES, TESTS AND INSPECTIONS CORRECTION OF DEFECTIVE WORK

9.1 WARRANTY OF TITLE:

The CONTRACTOR warrants to the CWGDN that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

9.2 WARRANTY OF SPECIFICATIONS:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

9.3 WARRANTY OF MERCHANTABILITY:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship and fit for the ordinary purposes for which it is intended.

9.4 CORRECTION PERIOD:

CONTRACTOR warrants all material and workmanship for a minimum of two (2) years from date of acceptance by the CWGDN. If within two (2) years after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee

required by the Contract Documents, any WORK is found to be defective, whether observed before or after acceptance by CWGDN, CONTRACTOR shall promptly, without cost to CWGDN and in accordance with CWGDN'S written instructions, either correct such defective WORK, or, if it has been rejected by CWGDN, remove it from the site and replace it with WORK that is not defective and satisfactorily correct and remove and replace any damage to other WORK or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CWGDN may have the defective workmanship corrected or the rejected WORK removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, ARCHITECT'S, attorneys and other professionals) will be paid by CONTRACTOR.

9.4.1 Where defective WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this Section, the correction period hereunder with respect to such WORK will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

9.4.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of one (1) year as described in Subsection 9.4.1 relates only to the specific obligation of the CONTRACTOR to correct the WORK, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR'S liability with respect to the CONTRACTOR'S obligation other than specifically to correct the WORK.

9.5 CONTRACTOR warrants to the CWGDN that it will comply with all applicable federal, state, and local laws, regulations, and orders in carrying out its obligations under the Contract.

9.6 CONTRACTOR warrants to the CWGDN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind w h i c h would have an adverse effect on its ability to perform its obligations under the Contract.

9.7 CONTRACTOR warrants to the CWGDN that the consummation of the WORK provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

9.8 CONTRACTOR warrants that there has been no violation of copyrights of patent rights either in the United States of America or in foreign countries in connection with the WORK of the Contract.

9.9 No warranty, either express or implied, may be modified, excluded, or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CWGDN.

9.10 TESTS AND INSPECTIONS:

9.10.1 CONTRACTOR shall give CWGDN timely notice of readiness of the WORK for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish CWGDN the required certificates of inspection, testing or approval for all materials, equipment or the WORK or any part thereof unless otherwise specified herein.

9.10.2 Inspectors shall have no authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and WORK with reasonable promptness.

9.10.3 The payment of any compensation whatever may be its character or form, or the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly is strictly prohibited and any such action on the part of the CONTRACTOR will constitute a breach of this Agreement.

9.10.4 The CITY OF WINTER GARDEN 's working hours are Monday through Friday 8 A.M. to 4:30 P.M. CONTRACTOR shall be responsible to plan for and schedule inspections within the CWGDN's working hours.

9.11 The CONTRACTOR shall promptly correct WORK rejected by the OWNER or known by the CONTRACTOR to be defective or failing to conform to the Construction Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct WORK under this Agreement found to be defective or nonconforming within a period of one year from the date of Substantial Completion of the WORK or designated portion thereof, or within such longer period provided by any applicable special warranty in the Contract Documents.

9.12 Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to other obligations of the CONTRACTOR under this Agreement. Section 9.11 relates only to the specific obligation of the CONTRACTOR to correct the WORK and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR's liability with respect to the CONTRACTOR'S obligations other than correction of the WORK.

9.13 If the CONTRACTOR fails to correct the defective WORK as required or persistently fails to carry out the WORK in accordance with the Contract Documents, the OWNER, by written order signed personally or by an agent specifically so empowered by the OWNER in writing, may stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however the OWNER'S right to stop the WORK shall not give rise to a duty on the part of the OWNER to exercise the right for benefit of the CONTRACTOR or other persons or entities.

9.14 If the CONTRACTOR defaults or neglects to carry out the WORK in accordance with the Contract Documents and fails within seven days after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness, the OWNER may give a second written notice to the CONTRACTOR and seven days following receipt by the CONTRACTOR of that second notice and without prejudice to other remedies the OWNER may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the CONTRACTOR costs of correcting such deficiencies. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover the amount of the deduction, the CONTRACTOR shall pay the difference to the OWNER.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed by the law where the WORK is located.

10.1.1 The table of contents and the headings of articles and Sections are for convenience only and shall not modify rights and obligations created by this Agreement.

10.1.2 In case a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

10.2 SUBCONTRACTS:

10.2.1 The CONTRACTOR, as soon as practicable after execution of this Agreement, shall furnish to the OWNER in writing the names of the persons or entities the CONTRACTOR will engage as subcontractors for the Project.

10.2.2 Nothing contained in the CONTRACTOR Contract Documents shall create a professional obligation or contractual relationship between the OWNER and any third party.

10.3 WORK BY OWNER OR OWNER'S CONTRACTORS:

10.3.1 The OWNER reserves the right to perform work related to, but not part of, the Project and to award separate contracts in connection with other work at the site. If the CONTRACTOR claims that the OWNER involves delay or additional cost because of such action, the CONTRACTOR shall make such claims as provided in Section 10.6.

10.3.2 The CONTRACTOR shall afford the OWNER'S separate contractors' reasonable opportunity for introduction and storage of their materials and equipment for execution of their work. The CONTRACTOR shall incorporate and coordinate the CONTRACTOR'S WORK with work of the OWNER'S separate contractors as required by the Contract Documents.

10.3.3 Costs caused by defective or ill-timed WORK shall be borne by the party responsible.

10.4 CLAIMS FOR DAMAGES:

Should either party to Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

10.5 SUCCESSORS AND ASSIGNS:

This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of the Contract with the OWNER or CONTRACTOR. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.

10.6 EXTENT OF AGREEMENT:

This Contract represents the entire agreement between the OWNER and CONTRACTOR and supersedes any prior negotiations, representations, or agreements. This Agreement may be amended only by written instrument signed by both OWNER and CONTRACTOR.

10.7 NO WAIVER:

No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

10.8 HOURS OF WORK:

All WORK at the site shall be performed Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the CWGDN 48 hours in advance. All requests must be approved by the CWGDN authorized representative.

10.9 WAIVER:

No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

10.10 FALSE CLAIMS:

If a CONTRACTOR is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the CONTRACTOR, CONTRACTOR shall be liable to the OWNER for an amount equal to such unsupported part of the claim in addition to all costs to the OWNER attributable to the cost of reviewing said part of CONTRACTOR's claim. The OWNER and the CONTRACTOR acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. CONTRACTOR agrees to be bound by the provisions of the Florida False Claims Act for purposes of the Contract Documents and the Work.

10.11 DEDUCTIVE CHANGE ORDERS.

CONTRACTOR's bid accepted by the OWNER was based on unit prices for units/qualities to be provided. At any time and without penalty or cost, OWNER shall have the right to reduce or eliminate any portion of the Work not yet performed by CONTRACTOR from the Contract Documents through a unilateral directive or change order and reduce the Contract Price accordingly based on unit prices bid by the CONTRACTOR for the portion of the Work (units/qualities) being eliminated. OWNER reserves the right, in the OWNER's sole discretion, to self-perform or perform by other contractors any portion of the Work eliminated by unilateral Change Order. In no event shall a unilateral directive or change order pursuant to this Section serve as the basis of any monetary claim by CONTRACTOR or entitle CONTRACTOR to an increase in unit

prices or compensation for overhead, labor, and/or materials for other portions of the Work to be performed by CONTRACTOR and not eliminated by unilateral directive or change order. This Section shall control in the event of any conflicts with any other provision of the Contract Documents.

10.12 NO DAMAGES AGAINST OWNER FOR DELAY. Notwithstanding any other provisions of the Contract Documents, CONTRACTOR's exclusive remedy for delays, impacts, disruption, acceleration, resequencing, and interruptions in performance of the Work 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 OWNER or the ENGINEER or their employees and agents (or any combination thereof), shall be a claim for and be limited to an equitable extension of the Contract Time. Without limiting the foregoing, CONTRACTOR shall not be entitled to costs for remobilization after a delay, impact, disruption, acceleration, resequencing or interruption in the performance of the Work has occurred. Provided however, in the event of a delay in the Work caused by the OWNER, CONTRACTOR may seek reimbursement for documented out-of-pocket expenses attributable to a delay caused by the OWNER; provided such reimbursement for out-of-pocket expense shall not exceed an amount equal to \$100.00 per day the Work is delayed. CONTRACTOR expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in work, and CONTRACTOR expressly waives any and all other remedies for any claim for increase in the Contract Price, damages, expenses, losses, or additional compensation.

10.13 IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DELAY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONTRACTOR, SUB-CONTRACTORS OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUB-CONTRACTORS OR BY THE OWNER UNDER THIS AGREEMENT.

10.14 ENTIRE AGREEMENT:

This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises; representations, or warranties affecting it.

ARTICLE 11 DISPUTES

NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT, WHICH IS NOT DISPOSED OF BY AGREEMENT, SHALL BE DECIDED BY THE CWGDN'S AUTHORIZED REPRESENTATIVE, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CWGDN AUTHORIZED REPRESENTATIVE AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

ARTICLE 12 TERMINATION OF THE AGREEMENT

12.1 TERMINATION BY THE OWNER:

CWGDN'S Right to Terminate upon the occurrence of any one or more of the following events:

12.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

12.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

12.1.3 If CONTRACTOR makes a general assignment for the benefit of creditors.

12.1.4 If a trustee, receiver, custodian, or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors.

12.1.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

12.1.6 If CONTRACTOR persistently fails to perform the WORK in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).

12.1.7 If CONTRACTOR disregards laws or regulations of any public body having jurisdiction.

12.1.8 If CONTRACTOR otherwise violates in any substantial way any provision of the Contract Documents CWGDN may, after giving CONTRACTOR and the Surety seven (7) days written notice to the extent permitted by laws and regulations, terminate the services of the CONTRACTOR, exclude CONTRACTOR from the site and take possession of the WORK and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the WORK all materials and equipment stored at the site or for which has paid CONTRACTOR but which are stored elsewhere, and finish the WORK as CWGDN may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished.

12.1.9 Termination for Convenience of CWGDN:

Upon thirty (30) days written notice to CONTRACTOR, CWGDN may, without cause and without prejudice to any other right or remedy, terminate the agreement for CWGDN'S convenience whenever CWGDN determines that such termination is in the best interests of CWGDN. Where the

agreement is terminated for the convenience of CWGDN, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of the CWGDN under the termination clause the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all WORK at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and Subcontracts. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

12.1.10 This Agreement may be terminated by the OWNER upon fourteen days' written notice to the CONTRACTOR in the event that the Project is abandoned. If such termination occurs, the OWNER shall pay the CONTRACTOR for work completed and for proven loss sustained upon materials, equipment, tools and construction equipment and machinery, including reasonable profit and applicable damages.

12.1.11 If the CONTRACTOR defaults or persistently fails or neglects to carry out the WORK in accordance with the Contract Documents or fails to perform the provisions of this Agreement, the OWNER may give written notice that the OWNER intends to terminate this agreement. If the CONTRACTOR fails to correct the defaults, failure or neglect within seven days after being given notice, the OWNER may then give a second written notice and, after an additional seven days, the OWNER may without prejudice to any other remedy make good such deficiencies and may deduct the cost thereof from the payment due the CONTRACTOR or, at the OWNER'S option, may terminate the employment of the CONTRACTOR and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the CONTRACTOR and finish the WORK by whatever method the OWNER may deem expedient. If the unpaid balance of the Contract Sum exceeds the expense of finishing the WORK, the excess shall be paid to the CONTRACTOR, but if the expense exceeds the unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

12.2 TERMINATION BY CONTRACTOR:

12.2.1 If ARCHITECT fails to recommend payment for a period of thirty (30) days through no fault of CONTRACTOR or if CWGDN fails to make payment thereon for a period of thirty (30) days, CONTRACTOR may, upon seven (7) additional days written notice to CWGDN and ARCHITECT, terminate the Contract and recover from the Contract Payment for WORK executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery.

12.2.2 If the OWNER fails to make payment when due, the CONTRACTOR may give written notice of the CONTRACTOR'S intention to terminate this Agreement. If the CONTRACTOR fails to receive payment within thirty days after receipt of such notice by the OWNER, the CONTRACTOR may give a second written notice and, thirty days after receipt of such second written notice by the OWNER, may terminate this Agreement and recover from the OWNER payment for WORK executed and for proven losses sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and applicable damages.

ARTICLE 13 BASIS OF COMPENSATION

13.1 CHANGES IN CONTRACT PRICE:

13.1.1 THE CONTRACT PRICE CONSTITUTES THE TOTAL COMPENSATION (SUBJECT TO AUTHORIZED ADJUSTMENTS) PAYABLE TO CONTRACTOR FOR PERFORMING THE WORK. ALL DUTIES, RESPONSIBILITIES AND OBLIGATIONS ASSIGNED TO OR UNDERTAKEN BY CONTRACTOR SHALL BE AT HIS EXPENSE WITHOUT CHANGE IN CONTRACT PRICE.

13.1.2 CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Bid Total (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, unknown subsurface site conditions, unknown soil conditions, potential differing physical conditions, underground facilities and utility related conditions of the Work and site. CONTRACTOR agrees to accept the Contract Price as full compensation for: (i) doing all Work, furnishing all labor, equipment and materials, and performing all Work embraced in the Contract Documents; (ii) all expense, loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown conditions or obstructions (or any combination thereof) which may arise or be encountered in the prosecution of the Work, including without limitation, concerning changes or resequencing in the Work (including equipment, material and labor) necessitated by unforeseen or unknown subsurface site conditions, soil conditions, potential differing physical conditions, underground facilities and utility related conditions of the Work and site (or any combination thereof); and (iii) all risks of every description connected with the Work as assumed by CONTRACTOR expressly or implied under the Contract Documents.

13.1.3 THE CONTRACT PRICE MAY ONLY BE CHANGED BY A CHANGE ORDER OR BY A WRITTEN AMENDMENT. ANY CLAIM FOR AN INCREASE OR DECREASE IN THE CONTRACT PRICE SHALL BE BASED ON WRITTEN NOTICE DELIVERED TO ARCHITECT PROMPTLY (BUT IN NO EVENT LATER THAN TEN (10) DAYS) AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE AMOUNT OF THE CLAIM WITH SUPPORTING DATA SHALL BE DELIVERED WITHIN TWENTY (20) DAYS AND SHALL BE ACCOMPANIED BY CLAIMANT'S WRITTEN STATEMENT THAT THE AMOUNT CLAIMED COVERS ALL KNOWN AMOUNTS (DIRECT, INDIRECT AND CONSEQUENTIAL) TO WHICH THE CLAIMANT IS ENTITLED AS A RESULT OF THE OCCURRENCE OF SAID EVENT. NO RESOLUTION OF A CLAIM FOR ADJUSTMENT IN THE CONTRACT PRICE SHALL BE EFFECTIVE UNTIL APPROVED BY CWGDN COMMISSION IN WRITING. NO CLAIM FOR ADJUSTMENT IN THE CONTRACT PRICE WILL BE VALID IF NOT SUBMITTED IN ACCORDANCE WITH THIS SECTION.

13.1.4 The value of any WORK covered by a change order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

1. Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit including any subcontractor fees) which shall not exceed twenty five percent (25%). If the negotiated lump sum change order exceeds the percentages set forth for "Cost of WORK" it must be accompanied by a detailed explanation justifying the increase.

3. On the basis of the cost of the WORK (determined as provided in Sections 13.2 and 13.3) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in Section 13.4).

13.2 COST OF THE WORK IN THE EVENT OF CHANGE ORDER:

The term "Cost of the WORK" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the WORK. Except as otherwise may be agreed to in writing by CWGDN, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 13.3:

13.2.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the WORK under schedules of job classifications agreed upon by CWGDN and CONTRACTOR. Payroll costs for employees not employed full time on the WORK shall be apportioned on the basis of their time spent on the WORK. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing WORK after regular working hours, on Saturday, Sunday or legal holidays, shall not be included in the above unless authorized in writing by CWGDN.

13.2.2 Cost of all materials and equipment furnished and incorporated in the WORK, including costs of transportation and storage thereof, and suppliers field services required in connection therewith. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CWGDN, and CONTRACTOR shall make provisions so that they may be obtained.

13.2.3 Supplemental costs including the following:

1. Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the WORK.
2. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CWGDN with the advice of ARCHITECT, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements, the rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the WORK.
3. Sales, consumer, use or similar taxes related to the WORK, and for which CONTRACTOR is liable, imposed by laws and regulations.
4. Royalty payments and fees for permits and licenses.
5. The cost of utilities, fuel and sanitary facilities at the site.
6. Minor expenses such as telegrams, long distance telephone calls, telephone service at site, express message and similar petty cash items in connection with the WORK.
7. Cost of premiums for additional bonds and insurance required because of changes in the WORK.

13.3 NOT INCLUDED IN THE COST OF THE WORK IN THE EVENT OF CHANGE ORDER:

The term cost of the WORK shall not include any of the following:

13.3.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the WORK and not specifically included in the agreed upon schedule of job classifications referred to in Subsection 13.2.1 - all of which are to be considered administrative costs covered by CONTRACTOR'S fee.

13.3.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR'S office at the site.

13.3.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

13.3.4 Cost of premiums for all bonds and all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same.

13.3.5 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

13.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 13.2.

13.4 CONTRACTOR'S FEE IN THE EVENT OF CHANGE ORDER:

CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

13.4.1 A mutually acceptable negotiated fee.

13.4.2 For costs incurred under Subsections 13.2.1 and 13.2.2 CONTRACTOR's fee shall not exceed ten percent (10%).

13.4.3 No fee shall be payable on the basis of costs itemized under Subsections 13.2.3.1, 13.2.3.2, 13.2.3.3, 13.2.3.4, 13.2.3.5, 13.2.3.6, 13.2.3.7, 13.3.1, 13.3.2, 13.3.3, 13.3.4, 13.3.5 and 13.3.6.

13.4.4 The amount of credit to be allowed by CONTRACTOR to CWGDN for any such change which results in a net decrease plus a deduction in CONTRACTOR's fee by an amount equal to ten percent (10%) for the net decrease.

13.4.5 When both additions and credits are involved in anyone change the combined overhead and profit shall be figured on the basis of net increase if any, however, profit will not be paid on any WORK not performed.

13.5 COST BREAKDOWN IN THE EVENT OF CHANGE ORDER:

Whenever the cost of any WORK is to be determined pursuant to Sections 13.2 or 13.3, CONTRACTOR will submit in form acceptable to ARCHITECT an itemized cost breakdown together with supporting data. Whenever a change in the WORK is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown.

13.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

13.5.2 Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the Contract Price, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

The Owner shall compensate the CONTRACTOR in accordance with Article 5, Payments, and the other provisions of this Agreement as described below.

13.6 REIMBURSABLE EXPENSES IN EVENT OF CHANGE ORDER:

13.6.1 Reimbursable Expenses are in addition to the compensation for basic and additional Services and include actual expenditures made by the CONTRACTOR in the interest of the Project for the expenses listed as follows:

13.6.2 FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of 1.10 times the amounts expended.

ARTICLE 14 OTHER PROVISIONS

14.1 NOTICE AND COMPUTATION OF TIME:

14.1.1 Giving Notice:

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

The business address of the CONTRACTOR is:

The business address of the CWGDN is:

Attn: City Manager
City of Winter Garden
300 W Plant Street
Winter Garden, FL 34787

The business address of the ARCHITECT is:

Attn: Gary Kranston, Vice President
Bentley Group, Inc.
651 W Warren Avenue Longwood, FL 32750

All "Notice to Owner / Notice of Contractor" forms are to be sent to:

Attn: City Manager
City of Winter Garden
300 W Plant Street
Winter Garden, FL 34787

14.2 COMPUTATION OF TIME:

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

14.3 MISCELLANEOUS:

14.3.1 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CWGDN thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Section will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Section will survive final payment and termination or completion of the Agreement.

14.3.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CWGDN'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CWGDN shall first consent in writing to the assignment. Violation of the terms of this Subsection shall constitute a breach of Contract by CONTRACTOR and the CWGDN may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

14.3.3 CONTRACTOR and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of CWGDN with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

14.3.4 CWGDN reserves the right to audit the records of CONTRACTOR relating in any way to the WORK to be performed pursuant to this Agreement at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by CWGDN. If required by CWGDN, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CWGDN. CONTRACTOR shall allow CWGDN to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

14.3.5 The remedies expressly provided in this Agreement to CWGDN shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CWGDN now or

hereafter existing at law or in equity.

14.3.6 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

14.4 VENUE AND GOVERNING LAW: This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in a court of proper jurisdiction in and for Orange County, Florida.

14.5 WAIVER OF JURY TRIAL: The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

14.6 NO WAIVER OF SOVEREIGN IMMUNITY: Nothing contained herein is intended to service as a waiver of sovereign immunity by the CWGDN or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

14.7 SCRUTINIZED COMPANIES: In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

14.7.1 Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
2. 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. 215.73, Florida Statutes; or
3. Is engaged in business operations in Syria.

14.7.2 By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria.

14.7.3 The CWGDN reserves the right to terminate this contract if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

14.8 PUBLIC RECORDS: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

14.8.1 Keep and maintain public records required by the CITY OF WINTER GARDEN to perform the

service.

14.8.2 Upon request from the CITY OF WINTER GARDEN 's custodian of public records, provide the CITY OF WINTER GARDEN 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 this chapter or as otherwise provided by law.

14.8.3 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 the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the CITY OF WINTER GARDEN.

14.8.4 Upon completion of the Agreement, transfer, at no cost, to the CITY OF WINTER GARDEN all public records in possession of the Contractor or keep and maintain public records required by the CITY OF WINTER GARDEN to perform the service. If the Contractor transfers all public records to the CITY OF WINTER GARDEN upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY OF WINTER GARDEN, upon request from the City of Winter Garden's custodian of public records, in a format that is compatible with the information technology systems of the CITY OF WINTER GARDEN .

Section 119.0701(2)(a), 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 CUSTODIAN OF PUBLIC RECORDS.

Telephone number: (407) 656-4111

E-mail address: cityclerk@cwgd.com

Mailing address: 300 W Plant Street, Winter Garden, FL 34787

WITNESS WHEREOF, the parties hereto have made an executed Agreement on the respective dates under each signature; CITY OF WINTER GARDEN through its City Commission signing by and through its _____ and _____, authorized to execute same by the City Commission the ____ day of _____, 2025 and _____, signing by and through its representatives is duly authorized to execute same.

CITY OF WINTER GARDEN

_____ day of _____, 20 ____

ATTEST:

_____ day of _____, 20 ____

_____ day of _____, 20 ____

APPROVED AS TO FORM:

_____ day of _____, 20 ____

RFP 25-001
FIRE STATION No. 21 BUILD

CONTRACTOR

FOR CORPORATION:

President

(CORPORATE SEAL)

Secretary

AGREEMENT BETWEEN CITY OF WINTER GARDEN AND CONTRACTOR FOR THE PROPOSED RFP NO. 25-0001 CITY OF WINTER GARDEN FIRE STATION No. 21 BUILD – NEW CONSTRUCTION.

END OF SECTION 7

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RFP 25-0001
FIRE STATION No. 21 BUILD



- Attachment A – CONSTRUCTION PLANS AND DESIGN ELEMENTS
- Attachment B – ARCHITECTURAL DRAWINGS (Separate Attachment)
- Attachment C – DRUG FREE WORKPLACE FORM (Separate Attachment)
- Attachment D – NON-COLLUSION AFFIDAVIT FORM (Separate Attachment)
- Attachment E – AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE (Separate Attachment)
- Attachment F – SIGNATURE SHEET (Separate Attachment)
- Attachment G – PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS (Separate Attachment)
- Attachment H – SWORN STATEMENT ON PUBLIC ENTITY CRIMES (Separate Attachment)

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DRUG-FREE WORKPLACE FORM

Attachment "C"

The undersigned proposer, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

(Authorized signature)

(Date)

(Print/type name as signed above)

NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

Attachment "D"

STATE OF _____)
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

- (1) He/she is _____ of _____,
Title Firm/Company
the respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Garden, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____(Signature of Notary Public)

_____(Name of Notary Typed, Printed or Stamped)

Notary Public

_____(Commission Number)

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

Attachment "F"

I, the duly authorized representative/agent of _____ hereinafter referred to as Contractor, by this Affidavit attest to the following:

The Contractor acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Contractor hereby affirms and agrees that Contractor is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Contractor shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Contractor shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Contractor shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the breach.

In accordance with § 837.06, Fla. Stat., Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in § 775.082 or § 775.083, Fla. Stat.

Contractor Name: _____

By: _____

Title: _____

Print: _____

Date: _____

SIGNATURE SHEET

Attachment "G"

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor and materials as required with this specification.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the City's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(print/type name as signed above): _____

DATE: _____

PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS

Attachment "H"

Contractor/vendor agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:

1. Contractor/vendor shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Contractor/vendor shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Contractor/vendor shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Contractor/vendor shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

The parties agree that if the contractor/vendor fails to comply with a public records request, then the City must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the Contractor/vendor shall comply fully with the requirements of Florida Statutes 119.0701.

Contractor Name: _____

By: _____

Title: _____

Print: _____

Date: _____

Title: _____

SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a)
Attachment "I"

1. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

My name is _____ and my relationship to the entity named above is:

_____.

(Please print name of individual signing)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

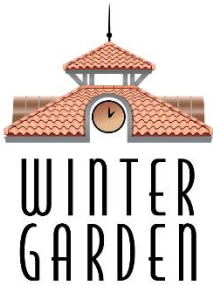
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
- A) ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- B) ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- B1) ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- B2) ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- B3) ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

 Submitter's Name/Signature

 Company

 Date



Date: June 6, 2025

Subject: Rankings for RFP 25-0001 – Fire Station 21 Build

On May 23, 2025, the City of Winter Garden received four (4) submissions for RFP #25-0001 – Fire Station No. 21 Build. On June 6, 2025, the selection committee completed its review of the submittals and ranked the respondents as listed.

Rankings:

1. MCI – Mulligan Constructors Incorporated – 451.5 points
2. D. E. Scorpio Corporation – 436 points
3. McCree Design Builders Incorporated - 416 points
4. CPPI - Charles Perry Partners Incorporated - 402.5 points



City of Winter Garden Notice of Recommendation to Award

Date: June 16, 2025

Re: **NOTICE OF RECOMMENDATION TO AWARD**
Request for Proposal #25-0001 – Fire Station No. 21 Build

On May 23, 2025, the City received four (4) submittals to the Request for Proposals for Construction Services for Fire Station No. 21 Build. Based upon a review of the proposals, including related experience and verification of the unit pricing, the determination was made that Mulligan Constructors, Inc. submitted the most responsive, responsible proposal and, as such, will receive a recommendation by staff for contract award.

Staff will present their recommendation of award to the City of Winter Garden City Commission at their June 26, 2025, meeting to be held at 6:30 pm in Commission Chambers at City Hall located at 300 West Plant Street, Winter Garden, FL 34787. Public comment shall be taken at this time.

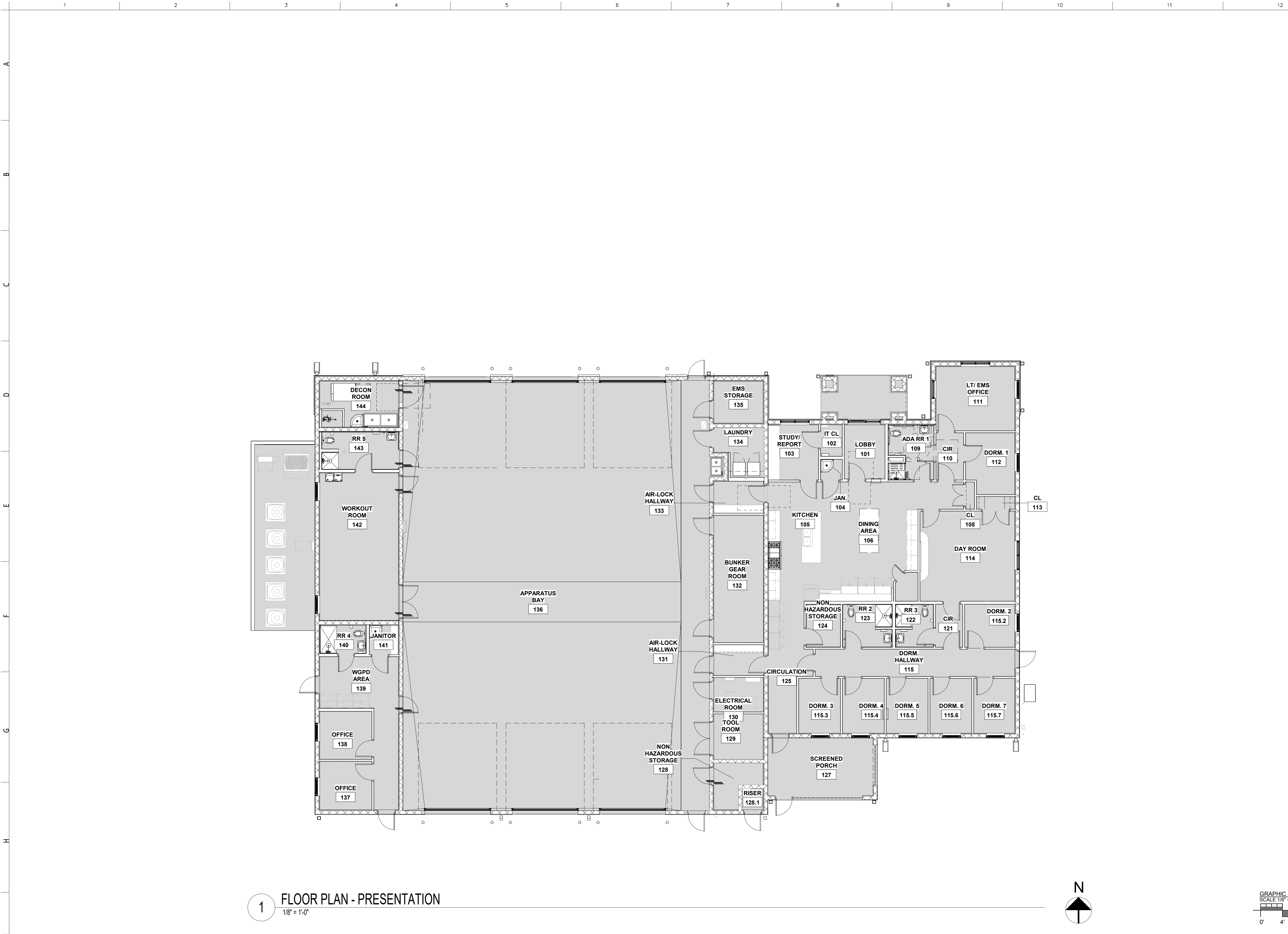
Any actual or prospective bidder who is allegedly aggrieved in connection with the pending award of a contract may file a protest with the City Manager in accordance with the Winter Garden Purchasing Manual, Resolution #09-13, no later than 5:00 pm on the fifth business day after the posting of this notice of award recommendation. Failure to submit a written protest meeting the requirements of the Winter Garden Purchasing Manual by this deadline shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award. Any written protest shall be directed and delivered to:

City of Winter Garden
Attn: Jon Williams, City Manager
300 West Plant Street
Winter Garden, FL 34787

A copy of such written protest shall also be delivered to José P. Gainza, Jr., Fire Chief, 300 West Plant Street, Winter Garden, FL 34787.



CITY OF WINTER GARDEN
FIRE STATION 21
16290 MARSH ROAD, WINTER GARDEN, FL
BUILDING ELEVATIONS - PRESENTATION



1 FLOOR PLAN - PRESENTATION
1/8" = 1'-0"

SCALE: AS NOTED DRAWN BY: PROJECT MANAGER: PROJ. #: DATE:	ISSUED FOR: PRELIMINARY BIDDING FINAL CONSTRUCTION RECORD DWG	NO. DATE		DESCRIPTION		BY
		R E V I S I O N S				
BPE CA NO.: 00005898 BPA&ID CA NO.: AAC002023 BENTLEY 651 WEST WARREN AVENUE SUITE 200 LONGWOOD, FLORIDA 32750 T 407.331.6116 WWW.BENTLEYGROUPINC.COM CITY OF WINTER GARDEN FIRE STATION 21 16290 MARSH ROAD, WINTER GARDEN, FL FLOOR PLAN - PRESENTATION AA-901						

6/19/2025 2:46:11 PM Page 214 of 270

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Graham, Police Chief

Via: City Manager Jon C. Williams

Date: June 19, 2025

Meeting Date: June 26, 2026

Subject: Renewal of the West Orange Narcotics Task Force Agreement with the City of Apopka, City of Ocoee, and the Orange County Sheriff's Office.

Issue: The current agreement is expired and needs to be renewed.

Recommended action: Authorize the Mayor and the Police Chief to execute the new Apopka, City of Ocoee, and the Orange County Sheriff's Office

Attachment: Copy of 2025-2026 WONTF Agreement and the Winter Garden signature page to be executed.

WEST ORANGE NARCOTICS TASK FORCE AGREEMENT

2025-2026

This West Orange Narcotics Task Force Agreement (“Agreement”) is entered into by and between the City of Winter Garden (“Winter Garden”), the City of Apopka (“Apopka”), the City of Ocoee (“Ocoee”), and John W. Mina, as Sheriff of Orange County, Florida (“Sheriff”) (“Parties”).

The Parties desire to continue operating the joint West Orange Narcotics Task Force (“WONTF”) to combat illegal narcotics and related criminal activity in or near Winter Garden, Apopka, and Ocoee and the unincorporated areas of Orange County.

Winter Garden, Apopka, and Ocoee wish to continue providing sworn law enforcement officers to staff the WONTF, and the Parties benefit from their joint efforts to combat illegal narcotics and related criminal activities, which often cross jurisdictional lines.

Participation in WONTF may require assigned Winter Garden, Apopka, and Ocoee law enforcement officers to take law enforcement action outside their jurisdictional limits.

Winter Garden, Apopka, and Ocoee each have an Operational Assistance and Voluntary Cooperation Agreement with the Sheriff, which requires requests for mutual aid to be in writing for specific events unless certain circumstances present themselves.

The parties wish to allow for broader authority when Winter Garden, Apopka, and Ocoee law enforcement task force officers are conducting approved WONTF operations.

In consideration of the mutual promises, covenants, and conditions hereinafter contained, the Parties agree as follows:

A. Term and Termination:

1. The term of this Agreement is from January 1, 2025, to December 31, 2026, regardless of date of execution. This Agreement may be extended by written agreement of all the Parties.
2. Any one of the Parties may terminate this Agreement upon delivery of written notice to the other Parties. If any one of the Parties terminates their participation, the Agreement ends for only that Party. One Party’s termination shall have no force and effect as to the other Parties. In the event of a termination, any and all property or equipment provided to WONTF by the terminating Party shall be immediately returned to the providing agency. The provisions of paragraphs D.8, D.9, E.1, and F of this Agreement shall survive any termination or expiration of the Agreement.

B. Task Force Resources:

1. Winter Garden shall designate a minimum of one (1) full-time sworn law enforcement officer from the Winter Garden Police Department to participate in WONTF.

2. Apopka shall designate a minimum of one (1) full-time sworn law enforcement officer from the Apopka Police Department to participate in WONTF.
3. Ocoee shall designate a minimum of one (1) full-time sworn law enforcement officer from the Ocoee Police Department to participate in WONTF.
4. Sheriff shall designate two (2) full-time deputy sheriffs, comprised of one (1) sergeant and one (1) corporal, to assist and supervise the day-to-day operations of WONTF.
5. WONTF shall be housed within Sheriff's facilities.

C. Task Force Responsibilities:

1. WONTF operations shall be primarily focused on the sections of Orange County that encompass Winter Garden, Apopka, and Ocoee, and the unincorporated area west of North Apopka Vineland Road that is bounded on the north and south by the Orange County line.
2. Sheriff's supervisory personnel assigned to WONTF shall generate monthly reports on WONTF activities for Sheriff and the Chiefs of Police for Winter Garden, Apopka, and Ocoee.

D. Cross-Swearing, Authority, and Liability:

1. Pursuant to section 30.09(4)(b), Florida Statutes (2024), Sheriff shall swear in as Special Deputy Sheriffs those officers assigned by Winter Garden, Apopka, and Ocoee to WONTF with the following limitations:
 - a. The powers given to the officer shall be solely to aid Sheriff in the performance of his duties as the elected Sheriff of Orange County.
 - b. The time limits of the deputization shall be from the time the officer is officially sworn in as a Special Deputy Sheriff of Orange County until revoked or rescinded.
 - c. Sheriff expressly reserves the right to revoke the officer's authority as an Orange County Special Deputy Sheriff at any time with or without cause.
 - d. This special deputization shall automatically rescind upon the officer's termination, suspension, retirement, or resignation from the employing agency, or having their credentials suspended or revoked by the Criminal Justice Standards and Training Commission.
 - e. This special deputization shall automatically rescind upon the officer's reassignment of duties from WONTF.
 - f. This special deputization does not create any employment or contractual rights between Sheriff and the assigned officer(s).

2. Assigned officers from Winter Garden, Apopka, and Ocoee shall comply with their respective agency's policies and procedures as well as Sheriff's policies and procedures. In case of a conflict between Sheriff's policy or direction from a Sheriff's supervisor and the assigned officer's agency policy, the assigned officer shall immediately refer the issue to the appropriate manager at his or her agency for resolution. During the pendency of such a conflict referral, the Sheriff's order(s) at issue shall be suspended.
3. Except in case of an emergency where his/her action is needed to prevent the loss of life or great damage to property, before an assigned officer may exercise any power in the name of Sheriff, other than those related to WONTF investigations, the officer must receive the specific authority to do so from Sheriff or his designee. Any arrests made in the name of Sheriff by the officer shall be immediately reported on whatever forms are required by the Orange County Sheriff's Office.
4. Under no circumstances will the officer exercise his/her powers as a Special Deputy Sheriff of Orange County to initiate or further an investigation not related to WONTF investigations beyond authorization of Sheriff or his designee.
5. The powers given to the officer as a Special Deputy Sheriff of Orange County are strictly limited to the time he/she is working (actual hours) to perform duties and functions for the WONTF. The officer shall not have deputy sheriff power outside the actual time assigned to WONTF, except as otherwise provided.
6. The officer shall not use his/her powers as a Special Deputy Sheriff of Orange County to work off-duty employment.
7. The officer shall actively participate in WONTF operations. Failure to comply with this requirement may result in the revocation of his/her deputization.
8. Winter Garden, Apopka, and Ocoee shall bear any liability arising from acts undertaken or omissions by their assigned officer(s) while assigned to WONTF. Winter Garden, Apopka, and Ocoee shall also bear the risk of loss or damage to any equipment provided to their assigned officer(s).
9. Winter Garden, Apopka, and Ocoee are responsible for providing compensation and benefits to their respective officers and employees assigned to WONTF, including, but not limited to, salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death.

E. Forfeitures:

1. The proposed seizure of any vessel, motor vehicle, aircraft, or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this Agreement shall be referred to Sheriff's Legal Services Section. The referring officer shall

specifically identify it from the start as a WONTF case. An attorney with Sheriff's Legal Services Section shall determine if a forfeiture action is appropriate in accordance with applicable law and Sheriff's policy. Sheriff's Legal Services Section shall have the exclusive right to control, and responsibility to maintain, the proceedings in accordance with the Florida Contraband Forfeiture Act, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Upon the conclusion of a WONTF forfeiture action, Sheriff shall equitably share the net proceeds of any forfeiture(s) initiated by WONTF based upon the percentage of total officers assigned and working in WONTF by the participating agency. The net proceeds are the value of the seized asset less any liens, filing fees, and litigation costs incurred by Sheriff in perfecting title to the seized asset.

2. If Sheriff's Legal Section declines to pursue a forfeiture of any property presented as a WONTF case which could be lawfully seized in accordance with the Florida Contraband Forfeiture Act, then Winter Garden, Apopka, or Ocoee may pursue a forfeiture action on its own or jointly. The party bringing the forfeiture action shall be solely responsible for all costs and liabilities associated with it. Any proceeds of such forfeiture action will be divided between the parties who sought such action. Sheriff, his deputies, employees, and agents, shall not be held accountable for any costs or liabilities associated with said action, including but not limited to storage fees, filing fees, court reporter fees, attorney's fees, or judgments.

F. Miscellaneous

1. This Agreement contains the entire understanding between the parties with respect to the specific subject matter (Party participation in the WONTF) and shall not be modified or renewed except in writing. This Agreement shall supersede all previous such agreements.
2. Nothing in this Agreement shall be construed as transfer of, or contracting away, the powers or functions of one Party to another.
3. This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the Parties hereto, the right to damages or any other form of relief against any Party to this Agreement for operations or omissions hereunder.
4. This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Orange County, Florida.
5. Notwithstanding anything in this Agreement to the contrary, the Parties do not waive their respective sovereign immunity protections, and each entity expressly reserves such rights.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

[Remainder of page intentionally left blank.

Signature pages to follow]

**SHERIFF'S OFFICE OF ORANGE
COUNTY, FLORIDA**

John W. Mina
As Sheriff of Orange County, Florida

Date

FOR USE AND RELIANCE ONLY BY
THE SHERIFF OF ORANGE
COUNTY, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY
THIS ____ DAY OF _____
20____.

Assistant General Counsel
Orange County Sheriff's Office

CITY OF WINTER GARDEN

STEVE GRAHAM
Chief of Police, Winter Garden

Date: _____

APPROVED:

CITY OF WINTER GARDEN, FLORIDA

ATTEST:

City Clerk

JOHN REES
Mayor

APPROVED BY THE CITY
COMMISSION OF THE CITY OF
WINTER GARDEN, FLORIDA, AT A
MEETING HELD ON

UNDER AGENDA NO. _____.

FOR USE AND RELIANCE ONLY
BY THE CITY OF WINTER GARDEN,
FLORIDA. APPROVED AS TO FORM
AND LEGALITY THIS ____ DAY OF
_____, 202_.

City Attorney

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Graham, Police Chief

Via: City Manager Jon C. Williams

Date: June 19, 2025

Meeting Date: June 26, 2025

Subject: The Federal Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – JAG Countywide – State Solicitation has earmarked \$289,690 for Orange County. Of those funds, \$10,000 is specifically earmarked for the Winter Garden Police Department.

Issue: We are requesting to use the listed grant funds to begin transitioning to red dot equipped firearms. As a requirement of the grant program, Orange County must show that 51% of the municipalities, representing at least 51% of the population of Orange County, agree with the distribution of the awarded amount. We also have to allow for public comment.

Recommended action: To approve the police department purchase of red dot equipped firearms with \$10,000 from the Federal Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide State Solicitation Program and additional funds from the Law Enforcement Trust Fund not to exceed \$5,000.

Attachments/References:

1. Letter to be signed by Mayor Rees



OFFICE OF THE MAYOR
JOHN REES
CITY OF WINTER GARDEN
300 WEST PLANT STREET
WINTER GARDEN, FL 34787
P: 407.656.7372
JREES@CWGDN.COM

WINTER GARDEN • A charming little city with a juicy past.

June 26, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Cody Menacof,

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the City of Winter Garden Commissioners approves the distribution of \$289,690.00 of Federal Fiscal Year 2024 Edward Byrne Memorial JAG Program funds for the following projects within Orange County:

<u>Subgranting/Implementing Agency</u>	<u>Project Purpose</u>	<u>Amount</u>
City of Apopka/Apopka Police Department	Operational Equipment and Technology Enhancements	\$11,848.00
City of Belle Isle/Belle Isle Police Department	Training and Officer Safety Equipment	\$10,000.00
Town of Eatonville/Eatonville Police Department	Technology and Equipment Upgrade	\$10,000.00
City of Edgewood/Edgewood Police Department	Patrol Vehicle	\$10,000.00
City of Maitland/Maitland Police Department	Computer Equipment	\$10,000.00
Town of Oakland/Oakland Police Department	Training and Officer Safety Equipment	\$10,000.00
City of Ocoee/Ocoee Police Department	Law Enforcement Equipment and Technology	\$10,000.00
Orange County Board of Commissioners/Orange County Sheriff's Office	Youth Services Safety Equipment	\$32,587.00
Orange County Board of Commissioners/Orange County Sheriff's Office	Criminal Investigations Equipment	\$28,000.00
Orange County Board of Commissioners/Orange County Sheriff's Office	Hazardous Device Response Equipment	\$50,700.00
Orange County Board of Commissioners/Orange County Sheriff's Office	Crash Investigation Training	\$26,500.00
City of Orlando/Orlando Police Department	Operational Enhancements II	\$50,055.00
Town of Windermere/Windermere Police Department	Immersive Tactical Training for Officers	\$10,000.00
City of Winter Garden/Winter Garden Police Department	Firearm Enhancement Project	\$10,000.00
City of Winter Park/Winter Park Police Department	Range & Tactical Training Enhancement	\$10,000.00
	Total	\$289,690.00

Sincerely,

John Rees
Mayor

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: June 19, 2024

Meeting Date: June 26, 2025

Subject: Binding Lot Combination Agreement
Quality Playing Cards
620 & 630 Garden Commerce Pkwy (1.96 ± Acres combined)
Parcel ID # 24-22-27-9385-00-0190; 24-22-27-9385-00-200

Issue: Applicant is requesting to combine two lots in the Winter Garden Commerce Center Commercial Subdivision.

Discussion:

The applicant is proposing to combine two lots, Lot 19 and Lot 20, located on the west side of Garden Commerce Parkway.

The lot combination is being requested because the applicant is constructing a new 16,956 square foot warehouse/office building in the Garden Commerce Center Commercial/Industrial subdivision.

The applicant has already received Site Plan approval from the Development Review Committee and from City Commission on April 10, 2025.

Recommended action:

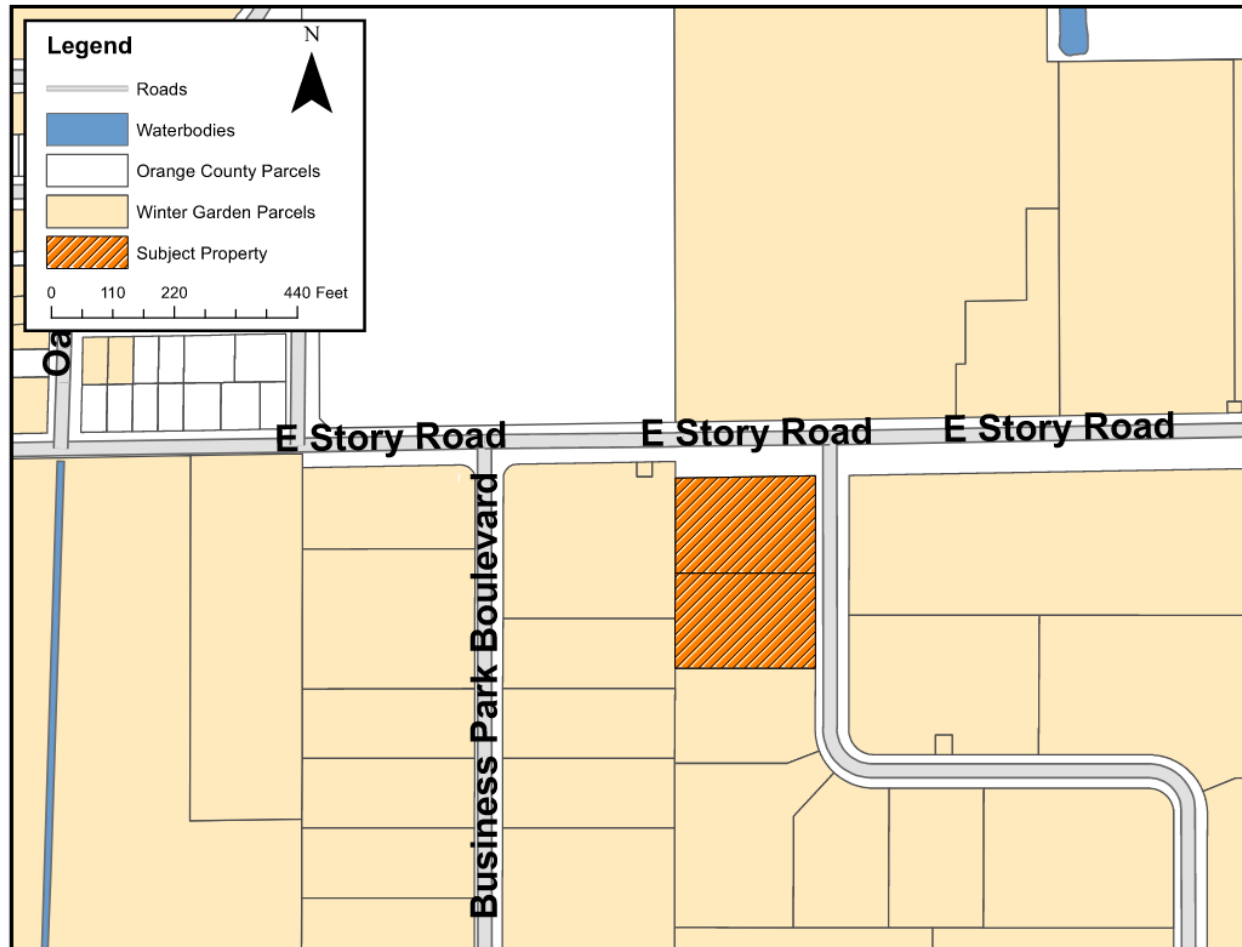
Staff recommends approval of the Binding Lot Combination Agreement.

Attachments/References:

Location Map
Binding Lot Combination Agreement

LOCATION MAP

620 & 630 Garden Commerce Parkway



After Recording Return to:

City of Winter Garden
City Clerk
300 West Plant Street
Winter Garden, Florida 34787

BINDING LOT COMBINATION AGREEMENT

THIS BINDING LOT COMBINATION AGREEMENT (this "Agreement") is made and entered into on this _____ day of _____ 2025, by and between **WG6 Holdings, LLC**, a Florida profit corporation, whose address is PO Box 2094, Windermere, FL 34786 (the "Owner"), and the **City of Winter Garden**, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, FL 34787 (the "City"),

WITNESSETH

WHEREAS, the Owner is the fee simple owner of two platted lots adjacent to each other located within the corporate limits of the City of Winter Garden, County of Orange, State of Florida and legally described to wit:

LOTS 19 AND 20, WINTER GARDEN COMMERCE CENTER PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 72, PAGES 133 AND 134, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

herein the "Property;" and

WHEREAS, the Owner desires to develop the Property as a single building site in service of a single principal use; and

WHEREAS, for reasons of land development code compliance, including concerning setbacks requirements and other requirements of the City of Winter Garden Code of Ordinances ("City Code") and for good principals of planning and engineering, the Owner is required to permanently combine the two adjacent lots (making up the Property described above) into one legal parcel of property, and

WHEREAS, the Property shall at all times be held and remain as a single, integral parcel and shall not be subdivided, sold or otherwise disposed of in lesser constituent parcels; and

WHEREAS, this Agreement allows the interior lot setback requirements (existing between Lots 19 and 20, PB 72, PG 133 and 134) to be disregarded so that the Property may be developed as a single building site in service of a single principal use in compliance with the City Code; and

WHEREAS, this Agreement is a condition of City approval for site plan and lot combination to allow the development of the Property as requested by the Owner.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration given each to the other, the receipt and sufficiency of which is hereby acknowledged, the Owner and the City agree as follows:

1. RECITALS. The recitals contained above are true and correct and are incorporated herein as part of this Agreement.

2. LOT COMBINATION. The Property shall therefore be retained in single ownership, and shall remain as a single, integral parcel, and shall not be subdivided, severed, sold, leased, encumbered, or otherwise disposed of in lesser constituent parcels. So long as the Property complies with this requirement, the interior lot setback requirements of the City Code shall not apply, and any applicable setback requirements shall be established from the building site perimeter of the Property. Any sale, subdivision, lease or other disposal of the Property in violation of this Agreement shall be null, void and of no legal effect whatsoever.

3. BINDING NATURE OF THIS AGREEMENT. This Agreement shall be binding upon the successors, heirs, executors, administrators, and assigns of the Owner, and shall be a covenant running with the Property and this Agreement shall not be terminated unless the City agrees in writing to such termination. Said Agreement shall inure to the benefit of and be enforceable by all parties and persons claiming under them. The parties further agree that this Agreement is intended to and shall so bind future use and development of the Property and shall survive any conveyance by the Owner to any other party or purchaser and shall not merge into any contract, sale or deed, and shall remain in effect despite any separate conveyance of the individual lots merged by this Agreement.

4. JOINDER AND CONSENT. Simultaneously with the execution of this Agreement, the Owner hereby agrees to obtain any necessary Joinder and Consent to this Agreement from any superior interest, right, title, mortgage, lien, or encumbrance to the Property and record the same in the public records of Orange County, Florida concurrently with the recording of this Agreement. The Joinder and Consent shall subordinate the particular interest to this Agreement. A violation of this provision by Owner shall be a material default of this Agreement.

5. ENFORCEMENT. The Owner hereby covenants and agrees that this Agreement is enforceable through injunctive relief since monetary damages would be insufficient to redress a violation of this Agreement. Further, in the event Owner violates this Agreement, such violation as constitute a violation of the City Code and conditions of development orders, which the City may prosecute as through code enforcement proceedings or through other remedies afforded by law.

6. EFFECTIVE. This Agreement is to take effect immediately upon its execution.

7. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8. MISCELLANEOUS.

- a. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussion, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, written or oral, regarding the subject matter this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining parties hereto.
- c. This Agreement shall, at Owner's expense, be recorded in the Public Records of Orange County, Florida.
- d. Owner hereby acknowledges that it has freely voluntarily entered into this Agreement and that it has had the benefit or both given the opportunity to receive the advice independent legal counsel for all negotiations in connection with this Agreement.
- e. In the event it shall be necessary for the City to bring suit to enforce this Agreement on account of any breach of this Agreement by the Owner, the prevailing party shall be entitled to attorneys' fees and litigation costs against the non-prevailing party at both trial and appellate levels.
- f. Nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City for any rezoning, Comprehensive Plan amendment, variance, special exception, site plan, construction plan preliminary subdivision plan, final subdivision plan, building permit, grading, stormwater drainage, engineering, or any other land use or development order or permit.

9. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the

State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Winter Garden now in effect and those hereinafter adopted.

- b. The location for the settlement of any and all claims, controversies or disputes, arising out of or relating to this Agreement, or any breach hereof, shall be in Orange County, Florida.
- c. The Owner agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the Property subject to this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as of the day and year first written above.

WITNESSES:

Owner

WG6 Holdings, LLC

(Signature)

Matthew Levin, Authorized Member

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____ 2025

by Matthew Levin as Authorized Member of WG6 Holdings, LLC

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

WITNESSES:

CITY OF WINTER GARDEN

(Signature)

Jon C. Williams, City Manager

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____ 2025
by Jon C. Williams as City Manager of the City of Winter Garden.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Marc Hutchinson, Economic Development Director

Via: Jon Williams, City Manager

Date: June 18, 2025 **Meeting Date:** June 26, 2025

Subject: Eight Waves Corporation – Ground Lease Agreement

Issue: The Eight Waves Corporation is a local nonprofit organization based in Winter Garden that serves under-resourced children, youth and families through an array of enrichment services to include reading intervention, mentorship, life experiences and family stability. Eight Waves has outgrown its current facility and now needs to expand its footprint to include a children’s museum. To help facilitate this, City of Winter Garden and the Eight Waves Corporation have agreed to enter into a 30-year ground lease agreement to govern the use and terms of the relationship involving the real property owned by the City located at 971 E Plant Street, Winter Garden, FL. Eight Waves plans to improve, develop and operate on this property in 2 phases. With the plan for a children’s museum plus expanded programming, this facility, located in Winter Garden, will be a first for the Central Florida region to impact many more children and families with learning enrichment.

Recommended Action: Staff recommends approval authorizing the City Manager to execute the ground lease agreement between the City of Winter Garden and the Eight Waves Corporation.

Attachment(s):
Ground Lease Agreement
Related Exhibits

GROUND LEASE AGREEMENT

by and between

THE CITY OF WINTER GARDEN, a Florida municipal corporation (“Lessor”),

and

EIGHT WAVES CORPORATION, a Florida not-for-profit corporation (“Lessee”).

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “**Lease**”) is made and entered into as of this ____ day of _____, 2025, (the “**Effective Date**”) by and between the **CITY OF WINTER GARDEN**, a Florida municipal corporation, hereinafter referred to as “**Lessor**”, and **EIGHT WAVES CORPORATION**, a Florida not-for-profit corporation, hereinafter referred to as “**Lessee**”.

RECITALS

WHEREAS, the Lessor is the owner of the certain real property located at 971 East Plant Street, Winter Garden, Florida, 34747, Orange County Tax Parcel ID No. 13-22-27-0000-00-024 consisting of approximately 2.57 acres (the “**Property**”) being more particularly described on **Exhibit “A”**, attached hereto and incorporated herein by this reference; and

WHEREAS, Lessee desires to lease a substantial portion of Property owned by the Lessor but not the south 45 feet being used for the East Plant Street right-of-way; the Property less the south 45 feet is herein referred to as the “**Premises**”; and

WHEREAS, as of the Effective Date of this Lease, the Premises is currently vacant land; and

WHEREAS, it is the mutual desire of the parties hereto that the Premises be developed, improved, operated and maintained as a “Children’s Museum” maintained and operated by Lessee which benefits the residents of Winter Garden; and

WHEREAS, the Lessee must develop, improve, operate and maintain the Premises generally in accordance with the conceptual development plan attached hereto as **Exhibit “B”** subject to Lessee obtaining applicable permits and development orders (the “Children’s Museum Project”); and

WHEREAS, the Lessee will design the conceptual development plan in conformity with applicable zoning and overlay plans and will develop the conceptual development plan in two Phases (namely Phase I and Phase II) to be determined later and collaboratively with City staff; and

WHEREAS, in light of the foregoing the Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Premises and further mutually desire to memorialize certain promises, agreements, covenants and expectations pertaining to the matters as provided for herein.

NOW THEREFORE, in consideration of the premises and the respective undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein as material provisions of this Lease.

2. **Premises.** Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by Lessee, hereby demises and leases unto Lessee, and said Lessee hereby leases and takes from Lessor upon the terms and conditions which hereinafter appear, the Premises, subject to any and all encumbrances, conditions, covenants, easements, restrictions, rights-of-way, and all other matters of any nature affecting the Premises during the Term (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises or any part thereof or any use or occupancy thereof (herein collectively called “**Restrictions**”).

3. **Term.** The term of this Lease (“**Term**”) shall be thirty (30) years, beginning on the Effective

Date and terminating at midnight on [_____, 2055] (i.e. the date that is thirty (30) years after the Effective Date), subject to earlier termination as herein set forth. Lessee shall have the right and option to extend the Term of this Lease for up to three additional (10) year terms after the expiration of the original term or the then applicable renewal term, provided that Lessee is not in default under this Lease and Lessor does not send written notice to Lessee of Lessor's intent to not renew the Term at least six (6) months prior to the end of the then current Term. Each renewal extension shall be under the same terms, conditions, and covenants as set forth in this Lease for the original term. If Lessee elects to exercise any of the renewal options, Lessee shall as to each such renewal, give written notice to that effect to the Lessor at least three (3) months before the expiration of the then current term. If Lessee elects to terminate the Lease in any calendar year during the then current term, it shall provide Lessor no less than six (6) months written notice.

If Lessee does not obtain a building permit and commence construction of the Children's Museum Project on the Premises on or before December 31, 2026, then the Lessor shall have the right to terminate this Agreement upon written notice to Lessee without cost or penalty and immediately retake possession of the Premises. The date to obtain a building permit and commence construction may be extended in increments of six (6) months upon mutual agreement of Lessor and Lessee. Once construction of the Children's Museum Project commences, it must be completed within eighteen (18) months from the date of construction commencement and may be extended in increments of six (6) months upon mutual agreement by the Lessor and Lessee.

Lessor agrees that Lessee shall have no obligation to continue with this Lease if costs to construct the Children's Museum Project and Improvements exceed Nine Million Dollars (\$9,000,000). Should Lessee incur construction costs for the Children's Museum Project and its Improvements exceeding Nine Million Dollars (\$9,000,000), Lessee may notify Lessor in writing and this Lease shall thereupon terminate immediately. In such event, each of the parties shall be released from any and all liability and responsibility hereunder.

4. **Compensation.** As consideration for the leasehold estate granted herein, Lessee shall pay Lessor Ten Dollars (\$10.00) per year on the Effective Date and on each annual anniversary of the Effective Date during the entire Term. Lessee may prepay this amount at any time during the Term of this Lease Agreement without penalty. Lessee shall also reimburse Lessor for ad valorem taxes, special assessments, fees, charges and any other expenses incurred by Lessor as result of Lessee's use of the Premises or any expense related to the Premises arising during the Term or as otherwise set forth in this Lease. Lessee shall also pay, within ten (10) days of Lessor sending written notice to Lessee, as additional rent all sums, impositions, costs, expenses, and other payments which Lessee assumes or agrees to pay in any of the provisions of this Lease, and in the event of any nonpayment thereof, Lessor shall have (in addition to all other rights and remedies) all the rights and remedies provided for herein or by law or in equity in the case of nonpayment of rent. The Lessee and Lessor acknowledge that the Rent amount is substantially below market. In the event that Lessee holds over possession without permission after termination of the Term, Lessee will owe the Lessor damages in the amount of the fair market rent of the Premises for each day that the holdover exists.

5. **Use of the Premises.**

A. Lessee shall use the Premises for the construction, operation, maintenance and repair of a Children's Museum to serve and benefit under-resourced children and families (primarily residing within the local community), but for no other use without Lessor's prior written consent. The use of the Premises must align with Lessee's mission statement presented to Lessor before the execution of this Agreement. The Lessee will construct the Children's Museum Project in Two Phases – as generally identified in Exhibit "B" attached hereto. If Lessee desires to add additional phases of construction to the Premises for ancillary enrichment programing facility space, the Lessee must present such plans to the Lessor for review and approval (which may be withheld in Lessor's reasonable discretion) before Lessee submits application(s) for any development order or permit for such additional construction to construct such. If at any time during the Term of this Lease, the Lessee fails to use and operate the Children's Museum Project on the Premises, then Lessee will be in material default of this Lease. Lessor reserves upon itself the right to operate, maintain, repair and replace any public utilities that may

be present upon the Premises.

B. Lessee shall design, permit and construct a building and site improvements (“Improvements”) upon the Premises for the purposes of providing a local Children’s Museum in compliance with the applicable land development regulations and other applicable federal, state and local government statutes, ordinances, rules and regulations and conditions of development permits and approvals. The architectural design of the building and an engineered site plan generally consistent with the conceptual plan attached as Exhibit “B” showing the proposed location, size and configuration of the building and site improvements must be submitted to the Lessor (as the owner of the Premises) for review, comment and approval (or rejection) prior to seeking permits and governmental approvals for their installation and construction, including from the City of Winter Garden as a governmental permitting and approval authority. An approval of the design drawings and engineering site plan for the proposed improvements by Lessor, as the owner of the Premises, in no way is an agreement to issue development permits or approvals or guarantees or ensures that Lessee will receive the required development permits and approvals from the City of Winter Garden during its standard development review and approval process. No development and construction activities shall proceed on the Premises without Lessee obtaining the Lessor’s approval for the proposed Children’s Museum Project improvements and Lessee securing all other necessary permits and approvals. Further, Lessor shall have the right to require Lessee to cause the obtaining and posting of a performance bond and payment bond for the 110% of the estimate cost of the Children’s Museum Project improvements pursuant to or similar to those bonds required under Section 255.05, Florida Statutes prior to commencing construction of the Children’s Museum Project improvements.

C. Lessee shall comply with all federal, state, county and municipal laws, regulations and ordinances affecting the Premises or any portion thereof and shall procure and maintain in force during the Term all permits, authorizations and licenses necessary for Lessee’s development of, use or operation of in the Premises or any portion thereof (including, without limitation, the making, placing, maintaining or altering of the Improvements or any portion thereof). Lessee shall not use the Premises or any portion thereof for any purpose or use which is in violation of any applicable certificate of occupancy, building permit, or any of the restrictions.

D. Lessee will not suffer any act to be done or condition to exist on the Premises, or any part thereof, or any article to be brought thereon which may be dangerous unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private. Lessee agrees not to permit the accumulation (unless in concealed containers) or burning of any rubbish or garbage in, on or about any part of the Premises and to keep it free from insects, rodents and other pests and vermin. All garbage shall be maintained in a manner so that canisters are not visible from adjacent parcels or roads. Lessee shall cause and pay for all garbage or rubbish to be collected or disposed of from the Premises.

E. Lessee shall have full responsibility for protecting the Premises and all property and persons located thereon from theft and robbery, and shall keep all doors, windows and transoms securely fastened when not in use. Further, during the Term, subject to the provisions of this Lease, Lessee shall have possession and full control of the Premises.

F. Lessee shall not cause environmental contamination or pollution to occur on the Premises during Lessee’s possession of the Premises.

6. **Utilities.** Lessee agrees to pay all utilities costs of the Premises. Lessee agrees to make arrangements for water, gas, electricity, sewer, telephone service, steam, cable television and any other commodities or services furnished to or for the Premises or the Improvements, or any part thereof, during the Term of this Lease. Lessee shall pay or cause to be paid before delinquency all charges, claims, or liens are levied against the Premises.

7. **Taxes.** As additional rental hereunder, Lessee shall pay all property taxes, special assessments, excises, levies, licenses, permit fees and other governmental charges (“**Taxes**”) relating to the Premises and the Improvements directly to the appropriate authority or authorities before any delinquency thereon shall occur, and

shall deliver evidence of payment thereof to Lessor, c/o City of Winter Garden, Attn: Finance Director, 300 West Plant Street, Winter Garden, Florida 34787 before said delinquency, without demand. Lessor, at Lessee's sole cost and expense, agrees to execute or join with Lessee in the execution of any application or other instrument that may be necessary to permit the payment of such Taxes. All Taxes for or relating to the tax year in which this Lease shall terminate shall be prorated between Lessor and Lessee as of the date of such termination. Lessee shall have the right, upon prior written notice to Lessor, to contest or review the amount, applicability or validity of any Taxes and all assessments or levies of such Taxes by one or more appropriate lawful proceedings, which, if instituted, shall be diligently conducted by Lessee in good faith at its own cost and expense, and free of any expense to Lessor (all such expenses of Lessor must be paid by Lessee), and, if necessary, in the name of Lessor and Lessor shall, upon the request of Lessee, execute all documents reasonably necessary to accomplish such contest or review. Lessee shall indemnify and hold Lessor harmless from and against all claims arising out of such contest or review conducted by Lessee. If at any time the Premises or any part thereof shall then be imminently subject to forfeiture, Lessee shall, notwithstanding any pending contest or review, either pay such Taxes or post such bonds as the taxing authority may require to prevent such forfeiture. At Lessor's option, from time to time or at all times, but only after all or any portion of the payments of annual real estate taxes and assessments on the Premises, or any portion thereof, are once delinquent for thirty (30) days or more, Lessee will, within thirty (30) days of written notice from Lessor, monthly pay into escrow to Lessor, until further notice from Lessor, an amount reasonably determined by Lessor, in accordance with the provisions of Paragraph 34 below, necessary to cover Lessor discharging Lessee's duties under this Paragraph 7.

8. **Insurance.** At all times during the Term of this Lease, Lessee shall, at its sole cost and expense, procure and maintain insurance against the hazards and liabilities, and in the amounts hereinafter set forth. At Lessor's option, from time to time or at all times, but only after the Premises is not insured as required by this Paragraph 8 on any two occasions throughout the Term of this Lease and Lessee is so notified in writing by Lessor (whether or not Lessee cures such default), Lessee will, within thirty (30) days of written notice from Lessor, monthly pay into escrow to Lessor, until further notice from Lessor, an amount reasonably determined by Lessor, in accordance with the provisions of Paragraph 34 below, necessary to cover Lessor discharging Lessee's duties under this Paragraph 8. Certificates of all policies evidencing such insurance shall be delivered to Lessor, City of Winter Garden, Attn: Risk Manager, 300 West Plant Street, Winter Garden, Florida 34787 without demand. All policies of insurance provided for herein shall be in such form and include such deductibles, endorsements and waivers and be with such insurance companies as shall be reasonably designated or approved by Lessor in writing, provided that such deductibles, endorsements and waivers shall be comparable to those included in insurance policies for property and uses comparable to the Premises in the vicinity of the Premises. All such policies shall name Lessor and Lessee as insureds thereunder. All such policies shall provide that the same may not be canceled or amended without at least thirty (30) days prior written notice being given by the insurer to all insureds thereunder. Such insurance shall include at least the following:

A. **Casualty Insurance:** Casualty insurance covering the Premises, in an amount at least equal to 100% of replacement value with a "deductible" of up to Fifty Thousand Dollars (\$50,000.00), and with stipulated amount full replacement cost or agreed valuation endorsement, but in no event in an amount which would make Lessor a co-insurer of any loss, without any deduction for physical depreciation of the Improvements. Such "full replacement cost" shall be determined at Lessee's sole cost and expense from time to time (but not more frequently than once in any twenty-four (24) calendar months) at the request of Lessor, by an appraiser, engineer, architect or contractor designated by Lessee and approved in writing by Lessor (such approval not to be unreasonably withheld) or if not designated by Lessee within twenty (20) days of request, then designated by Lessor. No omission on the part of Lessor to request any such determination shall relieve Lessee of any of its obligations under this Article. Such policy shall insure against loss or damage by (i) fire, lightning, windstorm, hail, explosion, riot, civil commotion, damage from aircraft and vehicles, and smoke damage, and (ii) such other risks as are customarily covered with respect to improvements similar to the Improvements in the vicinity of the Premises determined by Lessor in good faith. Such coverage shall provide for a full waiver of (i) subrogation by the insurer as to any and all claims against Lessor, and its agents, employees, contractors, and tenants, and (ii) all defenses based upon acts of the insureds or the existence of co-insurance. Lessor and Lessee, at the sole cost and expense of Lessee, shall cooperate in adjusting and settling any loss with the insurer under such policy. The

amount of any deductible or portion of any loss not covered by said insurance policy shall be paid by Lessee to cover the first costs incurred in repairing or restoring any such loss prior to the distribution of any insurance proceeds as provided in Paragraph 10.

B. Public Liability Insurance: Comprehensive general liability and automobile liability insurance with liability limits at least equal to those obtained under insurance policies for improvements similar to the Improvements in the vicinity of the Premises as determined by Lessor in good faith (but in no event less than \$3,000,000 for injury or death to one or more persons arising from any occurrence and \$1,000,000 for property damage) with combined bodily injury and broad form property damage coverage and protecting Lessor (and Lessor's designees) and Lessee, and their respective mortgagees, against any and all claims for damages to person or property or for loss of life, for personal injury or to property occurring upon, in or about the Premises.

C. Mandatory Insurance: All insurance required by any statute, law or governmental regulation.

E. No Work Without Insurance: Lessee shall not make any alterations, repairs or installation, or perform Lessee's Work (as defined herein) or other work to or on the Premises unless prior to the commencement of such work Lessee shall obtain (and during the performance of such work keep in force) builder's risk, public liability and worker's compensation insurance to cover every contractor to be employed, and any other insurance reasonably required by Lessor. Prior to commencement of such work, Lessee shall deliver originals or certificates of such insurance policies to Lessor as required by this Lease.

9. No Warranties by Lessor. Except as otherwise provided herein, Lessee acknowledges that Lessee has full knowledge of all matters pertaining to the Premises, including, but not limited to, the condition of title to the same and the physical condition of the same, and that Lessee is leasing the Premises "as is" and Lessor shall not be required to perform any work or furnish any materials in connection with the Premises. Lessor makes no warranty of any kind or nature, express, implied or otherwise, or any representations or covenants of any kind or nature in connection with the title to or condition of the Premises or any part thereof, and Lessor shall not be liable for any latent or patent defects therein or be obligated in any way whatsoever to correct or repair any such latent or patent defects. Without limiting the above, Lessee acknowledges and agrees that neither Lessor, nor any brokers, any agents, employees or representatives of Lessor have made any representations or warranties on which Lessee is relying as to matters concerning the Premises including, without limitation, the land, improvements, development rights, taxes, bonds, permissible uses, covenants, conditions and restrictions, water or water rights, topography, utilities, zoning, soil, subsoil, the purposes for which the Premises are to be used, drainage, environmental or building laws, rules or regulations or any other representations or warranties of any nature whatsoever, and Lessee hereby assumes all risks relating to any of the foregoing and to all matters relating to the use and occupancy of the Premises, whether known or unknown, or foreseeable or unforeseeable. Lessor, however, expressly warrants that it has full corporate authority to enter into this Lease. Lessor also expressly covenants that it has not done or suffered any act or occurrence during the time it has owned the Premises which has impaired title to the same, except utility easements and other matters of record.

10. Restoration, and Maintenance.

A. If the Premises, or any part thereof, is damaged or suffers loss (other than ordinary wear and tear) at any time by reason of any matter or thing whatsoever, foreseen or unforeseen, insured or uninsured, including, but without limitation on the generality of the foregoing, any fire, earthquake or other calamity, Lessee, at its own cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, shall proceed with all reasonable diligence and speed (considering the availability of labor and materials) to obtain all necessary governmental permits and approvals for such repair or restoration and thereafter to repair, replace and restore the Premises as nearly as possible to the same value, condition and character as existed immediately prior to such damage or loss. Lessee shall be entitled to use any proceeds of the insurance provided for in Paragraph 8 hereof payable with respect to such damage or loss for the purpose of accomplishing said restoration (but the payment of such insurance shall be subject to such conditions [including, but not limited to, the

disbursement of such proceeds as the work progresses from a bank account requiring the signatures of both Lessor and Lessee] as shall reasonably satisfy Lessor that such insurance proceeds shall be used only for the purpose of effecting such restoration). Any excess insurance proceeds remaining after such restoration is completed to the satisfaction of the Lessor shall belong to Lessee.

B. Lessee, at its own cost and expense, shall keep and maintain the Premises and all Improvements, including without limitation, the building, landscaping, sidewalks, drive aisles, parking spaces, lighting, alleys and passages surrounding the same and each and every part thereof in good, first class, orderly, clean, safe and sanitary state of decor, repair and condition and as otherwise required by this Lease and in accordance with such further and/or additional standards and criteria which may be reasonably established by Lessor from time to time. Lessee shall perform all decorating, repairs and replacements necessary to accomplish the foregoing obligations, whether foreseen or unforeseen, structural or nonstructural, ordinary or extraordinary. Lessee will not take any action or omit to take any action required of Lessee hereunder, the taking or omission of which adversely impairs the value or usefulness of the Premises or causes waste with respect thereto. When used in this Lease, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Lessee shall be equal in quality and class to the original Lessee's Work.

C. (1) Lessor shall have no obligation to make any repairs, decorating, replacements, restorations, alterations, additions or improvements whatsoever in or about the Premises or any part thereof, or to restore the same or any part of the same in the event of its loss, destruction or damage unless such loss, destruction or damage is solely due to the fault of the Lessor, and Lessee hereby waives any right it may have to make repairs at the expense of Lessor.

(2) Lessor, its employees, agents and servants may at all reasonable times and from time to time, with prior notice to Lessee (but without notice in case of emergency as determined by Lessor in good faith), enter the Premises or the Improvements or any part thereof for the purpose of inspecting, surveying, measuring or preserving the Premises or any part thereof or, at the option of Lessor, and without obligation on its part so to act, to make or perform the repairs and restoration or other work required of Lessee hereunder in the event of Lessee's failure to do so; provided, however, that before making or performing any such repairs or restoration or other work, Lessor shall first give Lessee fifteen (15) days written notice thereof (but without notice in case of emergency as determined by Lessor in good faith), and any such work done by Lessor shall be conducted in a manner reasonably designed to minimize any interference in the operation of the Premises which might be caused thereby.

(3) In the event Lessee fails for any reason (i) to apply for and diligently pursue the obtaining of any necessary governmental permits and approvals for the performance of its obligations under this Paragraph 10 within ten (10) days after written notice from Lessor to do so, or (ii) commence performance of any of its obligations under this Paragraph 10 within ten (10) days after obtaining any necessary permits therefor from the appropriate governmental agencies (if such permits are necessary for the work required to be performed) or (iii) to commence performance of any of its obligations under this Paragraph 10 within ten (10) days after written notice from Lessor to do so (if such permits are not required), then, in addition to any other remedies of Lessor hereunder for such failure, Lessor may make or perform the necessary restoration or repairs (and may use any proceeds of the insurance provided for in Paragraph 8 hereof for such purposes, superseding any right of Lessee or any mortgagee therefor), and Lessee shall pay to Lessor the cost thereof, as Additional Rent (in excess of such net insurance proceeds used for such purpose), within thirty (30) days of Lessor's notice; but the making of such restoration or repairs by Lessor shall in no event be construed as a waiver of Lessor's right to require Lessee to keep the Premises in repair and to restore the same in the event of its damage or loss as provided in this Lease. All work performed by Lessee under this Paragraph 10 shall be performed in accordance with the provisions of Paragraph 11 hereof.

11. **Manner of Performance of Lessee's Work.** All repairs, maintenance, restoration, construction, reconstruction, demolition, removal, replacement and alteration of the Premises or any part thereof required or permitted to be made by Lessee under this Lease (collectively hereinafter called "**Lessee's Work**"), including the

construction of the Improvements by Lessee, shall be made in accordance with the following:

A. Lessee shall comply with all applicable laws, ordinances, rules and regulations (including, but not limited to, all safety rules and regulations) relating to or governing the Lessee's Work and, without limitation on the generality of the foregoing, shall procure and maintain all permits and authorizations required to be obtained from any governmental authority in connection therewith.

B. All Lessee's Work shall be performed diligently and in a good and workmanlike manner, free from defects of any kind and nature, and free from liens or claims of any kind and nature.

C. The cost of all Lessee's Work shall be paid promptly by Lessee.

D. Lessee shall maintain a complete set of "as built" structural, mechanical and similar plans and specifications with respect to the improvements and any other of Lessee's Work and an "as built" survey showing the location of all improvements on the Premises and shall, upon written request of Lessor, deliver a copy thereof to Lessor, at no cost to Lessor. Lessee shall also deliver to Lessor, upon written request of Lessor and at no cost to Lessor, a copy of any and all other reports which Lessee may have related to the Premises, including, but not limited to, environmental surveys and assessments.

E. All Lessee's Work shall be commenced promptly after Lessee has obtained all necessary permits and approvals. Lessee shall perform all work in accordance with the approved specifications and working drawings and prosecute the work diligently to completion. Lessee shall secure all signoffs and final certificates from appropriate authorities.

F. Lessee's Work shall be subject to Lessor's inspection during construction and after completion to determine whether the work complies with the requirements of this Lease and Lessor and Lessor's consultant's, engineers, and architects shall have the right to attend all of Lessee's contractor's job meetings and other meetings relating to the construction of Lessee's Work.

12. **Indemnity.**

Lessee shall hold harmless and indemnify Lessor and its officers, officials, employees and agents from and against any and all claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, or in any way related to: (a) the death or loss of or damage or injury to person or property resulting from or caused by or claimed to have resulted from or been caused by: (i) the construction, use, operation, maintenance, condition or lack of repair of the Premises or any real or personal property at any time or times thereon, or (ii) any act or thing done or omitted to be done by Lessee, its agents, employee, servants, volunteers, invitees, or, without limitation, any other person or persons other than through the negligence of the Lessor or its employees; or (b) any failure on the part of Lessee to perform or comply with any of Lessee's covenants, obligations or liabilities hereunder; or (c) any storage, handling or disposal of any flammable explosives, hazardous or toxic substances on or from the Premises, or any leakage or contamination attributable to any underground tanks or other equipment whether formerly situated on the Premises or to be placed on the Premises by or at the direction of Lessee; or (d) the conduct, operation or management of the Premises, or any portion thereof, or from any act of negligence, gross negligence, recklessness, or intentional act or omission of the Lessee, or its agents, contractors, servants, volunteers, guests, invitee or employee in or about the Premises; or (e) the violation by Lessee of any term, condition or covenant of this Lease or of any contract, agreement, restriction, or regulation affecting the Premises or any part thereof or the occupancy or use thereof. This paragraph shall survive termination and expiration of this Lease in order to cover occurrences and matters that occurred prior to termination and expiration of this Lease. Nothing herein shall constitute a waiver of the Lessor's sovereign immunity.

13. **Interference.** Except as otherwise provided herein, Lessee shall have no claim against Lessor

for any damage, should Lessee's possession of the Premises or any part thereof be disturbed or interfered with or affected in any manner by reason of the acts or omissions of any person, or by reason of the enactment or adoption of any law, ordinance or regulation or by reason of any other act of any governmental authority. The foregoing shall not limit Lessor's liability for Lessor's wrongful interference with the rights of Lessee under this Lease or Lessor's breach of this lease.

14. **Liens.** No construction liens, mechanics' liens or other liens shall be placed against the Lessor's title in the Premises for or on account of the construction of any improvement upon the Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with the Lessee. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Lessor's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. It is acknowledged and agreed that Lessor is a municipal corporation of the State of Florida and any and all liens recorded against the Premises would be null and void and of no force and effect under Florida law. The Lessee agrees to promptly pay or bond any claims of liens or liens, and further agrees to indemnify and save harmless the Lessor from and against any loss, cost or expense occasioned by any lien prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefor be with or without merit or valid or invalid. Further, the Lessee agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The parties agree that a short form memorandum of this Lease, at the either party's request, be recorded in the public records of Orange County, Florida, containing the language of this clause, the name of the Lessor, and the legal description of the Premises. It is the intent of this language to comply with Section 713.10 of the Florida Statutes.

15. **Alterations Required by Law.** If any alterations, additions, improvements, repairs or renewals shall be required in or to the Premises or any part thereof by any laws, ordinances, or regulations, or by any restrictions, the same shall be done by and the cost thereof borne by Lessee.

16. **Condemnation.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose or if Lessor sells the Premises under threat of condemnation, then in either of said events the Term hereby granted will cease from the time when possession thereof is taken by public authorities, and all rent and other monies paid by Lessee hereunder will be accounted for as between Lessor and Lessee as of that date. Further, in the event of any total or partial taking of the Premises or any improvements thereon, Lessor shall be entitled to receive the entire award in any proceeding relating to the taking except for the depreciated value of the Improvements constructed by Lessee. Lessee hereby assigns any and all right, title and interest of Lessee now or hereafter arising in or to any such award or any part thereof to Lessor and hereby waives all rights against Lessor and the condemning authority, except that Lessee may make a claim for business damages and the depreciated value of the Improvements constructed by Lessee on the Premises for which were taken by a condemnation; however, in no event shall this include the right to seek compensation for the value of the Premises or leasehold interest. If there is a partial taking and if it is not so extensive as to render the remaining portion (after restorations) unsuitable for the business of Lessee, then, upon mutual written agreement of the parties, this Lease will continue in effect and Lessee, upon receipt and to the extent of the award in condemnation, will expeditiously commence and complete all necessary repairs and restorations to the Premises as nearly as practicable to its prior condition; provided, however, that such work does not exceed the scope of the original construction, and Lessee will not be under any duty to expend amounts in excess of the award received by Lessee. If a partial taking consists only of a street widening or utility easement which, at Lessee's reasonable discretion, is determined not to materially affect Lessee's use of the Premises, this Lease will continue in full force and effect without abatement of rent or other monies paid by Lessee hereunder.

17. **Assignment and Sublease.** Lessee may not assign this Lease, or any interest thereunder, or sublet the Premises in whole or in part, without the prior consultation and written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Subtenants or assignees will become liable directly to Lessor for all

obligations of Lessee hereunder, without relieving Lessee's liability. No sub-lease may extend beyond the Term of this Lease or otherwise alter the provisions herein. No sub-lease shall interfere with the Lessor's rights of use and possession of the Premises.

18. **Police Power.** The parties acknowledge and agree that the Lessor cannot legally contract away its police power, zoning authority and land development review and approval authority, and therefore the Lessor cannot legally agree to and is not agreeing to approve or issue any comprehensive plan amendment, development orders, development permits or any other land development approval by this Lease, including without limitation, rezoning, development agreement, variance, special exception, condition use permit, final site plan, preliminary subdivision plan/plat, final subdivision plan/plat, building permit, grading permit, and stormwater drainage permit. These and any other required development approvals and permits from the City of Winter Garden shall be processed, reviewed and issued (or rejected) by the City of Winter Garden in accordance with procedures with respect to same as set forth in general law, the City of Winter Garden Code of Ordinances, and subject to any conditions of approval thereof. This Lease, nor any verbal or written statement by Lessor or any of the Lessor's officers, officials, attorneys, employees or agents relating to or concerning this Lease shall be or constitute evidence of, used for, or relied upon for any claim or allegation of estoppel, vested rights, inverse condemnation, substantive or procedural due process violation, or Bert J. Harris Act violation (or any combination thereof) against the Lessor or any of the Lessor's officers, officials, attorneys, employees or agents.

19. **Default.**

A. **Events of Default.** The occurrence of any one of the following events shall constitute an event of default by Lessee under this Lease:

(1) Lessee shall fail to pay any installment of Rent, additional rent, or other monies when due and such failure shall continue for a period of ten (10) days after written notice thereof from Lessor.

(2) Lessee shall commence (by petition, application, assignment, or otherwise) a voluntary case or other proceeding under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, self-trusteeship, receiver, assignee, custodian, or other similar official of it or any substantial part of its property; or shall consent (by answer or failure to answer, or otherwise) to any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceeding commenced against it; or shall generally not pay its debts as they become due; or admit in writing its inability to pay its debts as they become due; or shall take any corporate or other action to authorize any of the foregoing.

(3) An involuntary case or other proceeding shall be commenced against the Lessee under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, custodian, or other similar official of Lessee or any substantial part of Lessee's property, and such involuntary case or other proceeding shall remain un-dismissed and un-stayed for a period of sixty (60) days or a trustee, receiver, custodian, or other official shall be appointed in such an involuntary case and is not removed within sixty (60) days of being appointed.

(4) Lessee shall abandon the Premises for period of more than sixty (60) days consecutively.

(5) Once the Children's Museum Project is constructed and receives a certificate of occupancy, Lessee fails to operate the Project so that it is open to the community for a period of thirty (30) days consecutively, or more than one-hundred and twenty (120) days total in any calendar year.

(6) Lessee shall fail to comply with any term, provision or covenant of this Lease not

involving the payment of money, and shall not cure such failure within thirty (30) days after written notice thereof by Lessor to Lessee or, if such failure is not reasonably susceptible of cure within such thirty (30) day period, Lessee shall not commence to cure such failure within such thirty (30) day period or thereafter shall not diligently prosecute such cure to completion within a reasonable period of time.

(7) Lessee's corporate entity is dissolved.

(8) Lessee shall fail to commence construction of the Children's Museum Project on or before December 31, 2026. The date to commence construction of Children's Museum Project maybe extended in increments of six (6) months upon mutual written agreement of Lessor and Lessee.

(9) Lessee shall fail to complete construction of the Children's Museum Project within eighteen (18) months of the date of commencement of construction and both the Lessor and Lessee fail to mutually agree to an extension as described herein under the Term.

B. Remedies for Default. In the event of any default by Lessee under this Lease, then, in addition to and without prejudice to any other right or remedy given hereunder or by law and notwithstanding any waiver of any former breach of covenant Lessor may:

(1) Terminate this Lease, and Lessee's right to possession of the Premises, by giving to Lessee a notice of intention to terminate this Lease specifying a day not earlier than ten (10) days after the date on which such notice of intention is given and, upon the giving of such notice, the term of this Lease and all right, title, and interest of the Lessee hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term, whereupon Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying such Premises or any part thereof without being liable for prosecution or any claim of damages therefor; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

(2) Enter upon and take possession of the Premises without terminating this Lease and expel or remove Lessee and any other person who may be occupying such Premises or any part thereof without being liable for prosecution of any claim of damages therefor, and without terminating this Lease or releasing Lessee from its obligations hereunder for the full term hereof, endeavor to relet the Premises for the account of Lessee for such time and upon such terms as the Lessor shall determine, and receive the rent therefor. In any case of re-letting hereunder, the Lessor may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent deemed by the Lessor necessary or desirable, and the Lessee shall, upon demand, pay the cost thereof, together with the Lessor's expenses of the re-letting (including, without limitation, attorney's fees). If the consideration collected by the Lessor upon any such re-letting for Lessee's account is not sufficient to pay monthly the full amount of the Base Rent and Additional Rent reserved in this Lease, together with the cost of repairs, alterations, additions, redecorating and the Lessor's expenses, the Lessee shall pay to the Lessor the amount of each monthly or other deficiency upon demand. In the event Lessor is successful in re-letting the Premises at a rental in excess of that agreed to be paid by Lessee pursuant to the terms of this Lease, Lessor and Lessee each agrees that Lessee shall not be entitled, under any circumstances, to such excess rental, and Lessee does hereby specifically waive any claim to such excess rental.

(3) Have the right to have a receiver appointed, upon application by Lessor, to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Lessor pursuant to Paragraph 19B(2) hereof.

C. Lessee, for and on behalf of itself and all persons claiming through or under Lessee, also waives any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case

Lessee shall be dispossessed by a judgment or by a warrant of any court or judge or in case of re-entry or repossession by Lessor or in case of any expiration or termination of this Lease. . The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease are not restricted to their technical legal meaning.

D. No failure by Lessor or Lessee to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent, additional rent, or other monies during the continuance of any such breach, shall constitute a waiver of any breach or of such covenant, agreement, term or condition hereof. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party hereto. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

E. In the event of any breach or threatened breach by Lessee of any of the covenants, agreements, terms or conditions contained in this Lease, Lessor shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

F. Each right and remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or equity or by statute or otherwise, and the exercise or beginning of the exercise of Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

G. Lessee's exclusive remedies for a breach or threatened breach of this Lease by Lessor shall be to give Lessor at least thirty (30) days written notice of the default and an opportunity to cure the default, and thereafter if the default is not cured either: (i) file and prosecute an action for specific performance; or (ii) terminate this Lease upon written notice to Lessor.

20. **Vesting of Improvements and Other Property and Interests; Removal of Personal Property.**

A. Lessee shall, on the last day of the Term hereof, or upon any earlier termination of this Lease, quit and surrender the Premises into the possession and use of Lessor without delay, broom clean and in good order, condition and repair (reasonable wear and tear excepted), free and clear of all lettings and occupancies and subleases, and free and clear of all liens and encumbrances other than those, if any, created by Lessor. During the Term, the Improvements constructed, renovated, or refurbished upon the Premises by Lessee shall be, as between Lessor and Lessee, the property of Lessee, but Lessee shall not have the right to remove said Improvements from the Premises without Lessor's prior written consent. However, upon the expiration or sooner termination of this Lease, Lessee's right, title and interest in all Improvements then located on the Premises shall, without compensation to Lessee, vest in Lessor free and clear of all encumbrances. In addition, upon and as of the expiration or sooner termination of this Lease, the following shall, without compensation to Lessee, vest in Lessor:

(1) All intangible property selected by Lessor within sixty (60) days after such termination and owned or held by Lessee at such termination in connection with the Premises or any part thereof, including contract rights, assignable insurance policies, agreements, tenant lists, copies of records (including but not limited to all those relating to Taxes, insurance, tenants, maintenance, repairs, capital and improvements), utility contracts and telephone exchange numbers. Nothing herein contained shall be deemed to require Lessor to succeed to Lessee's interest in any such intangible property, nor to become obligated or liable thereunder in any respect or at all, except as selected by Lessor. In no event will Lessor be liable for any default of Lessee under any Sublease or in connection with any such intangible property which occurred prior to the later of the termination

of this Lease or the selection of the particular item of intangible property by Lessor as aforesaid with respect to which such default relates. Lessee shall upon Lessor's demand deliver to Lessor such assignments, deeds, instruments and documents as Lessor shall request to confirm Lessor's ownership of the intangible property by Lessor as aforesaid.

B. The personal property owned by Lessee, including but not limited to its intangible property, intellectual property, fixtures and exhibits may be removed by Lessee at any time prior to the termination of this Lease, and shall be removed by Lessee upon such termination. If, upon the expiration of the Term or earlier termination of this Lease, Lessee shall not have removed such personal property from the Premises and the Improvements, then Lessor shall have the right, at its election, in addition or in the alternative to its other rights with respect to the same, to either (i) deem such personal property abandoned and retain the same as its property, or dispose of the same without accountability in such manner as Lessor may see fit, or (ii) remove and store the same in a place satisfactory to Lessor, in which event all expenses of such disposition (in excess of any amount received by Lessor upon such disposition), removal and storage shall be charged to and be borne by Lessee, and Lessor shall be reimbursed by Lessee for such expenses upon written demand therefor. Lessee shall repair any loss or damage to the Premises or any part hereof caused or resulting from the removal of the personal property (whether removed by or at the direction of Lessor or Lessee).

21. **Other Obligations.** In no event shall Lessee have the right to lien or mortgage the Premises or the Improvements. In addition to the other obligations under this Lease, Lessee at all times during the Term shall be bound by and shall fully comply with all covenants, conditions, restrictions, limitations and requirements of every kind or nature, whether foreseen or unforeseen, ordinary or extraordinary, structural or non-structural, interior or exterior, which relate to the Premises or any part thereof or the ownership, occupancy or use thereof and which are imposed by law, statute, rule, order, regulation or ordinance, or by any policy of insurance or by any contract or instrument to which the Premises or Lessor or Lessee is now subject or hereafter become subject, or any other agreement between Lessor and Lessee, including, but not limited to, all covenants, conditions and restrictions, easements, mortgages and deeds to which the Premises or any part thereof may now be or hereafter be the subject. Without limitation on the generality of the foregoing, in the event this Lease and the any such covenants, conditions, restrictions, limitations or requirements both include specific provisions relating to the same matter, then Lessee shall comply with both unless such provisions are in conflict and accordingly compliance with both is impossible, in which event it shall comply with whichever standard is higher to the extent of the conflict.

22. **Lessor's Performance of Lessee's Obligations.** In the event that Lessee shall fail to do or perform or comply with any covenant, term or condition hereof on Lessee's part to be performed or complied with (including, but not limited to, its covenant to pay any amount required to be paid by it hereunder), Lessor may, at its option and without being under any obligation to do so, and without waiving any right it may have against Lessee by reason of Lessee's failure as aforesaid, after fifteen (15) days written notice to Lessee, do or perform the same and thereupon the amount of all expenses and disbursements incurred or paid by Lessor in doing or performing the same, together with interest as herein provided from the time the expenses or disbursements were incurred or paid by Lessor, shall become due and owing and payable from Lessee to Lessor plus an interest at the rate of 18% per annum until paid in full.

23. **Lessee's Right of First Refusal.** Provided that Lessee is not in default under this Lease, during the Term of this Lease, Lessee is given a right of first refusal to purchase the land consisting of the Premises in the event that the Lessor markets the Premises for sale and obtains a bona fide offer to purchase a fee simple interest in the Premises pursuant to the provisions of this Paragraph. In the event Lessor receives either a bona fide written offer by a willing third party to purchase all or part of the Premises that Lessor intends to accept, or a purchase agreement that Lessor intends to enter into (hereinafter collectively "Offer"), Lessor shall give written notice to Lessee at the address provided hereinafter accompanied by a copy of such Offer.

Lessee shall have thirty (30) days after receipt of the same to provide written notice to Lessor of Lessee's intent to purchase the Premises by providing Lessor with a written purchase agreement that provides for Lessee

to purchase the Premises upon the same price and terms except that the closing date shall be on the date set forth in the Offer or ninety days after Lessee's receipt of a copy of the Offer, whichever is later. Lessor shall promptly sign and return the purchase agreement to Lessee and the parties shall proceed to closing in accordance therewith. In the event Lessee fails to timely exercise its right of first refusal, Lessor may proceed with the sale of the Premises pursuant to the Offer, and if said transaction is closed in accordance with the terms and conditions of the Offer, this Paragraph shall terminate.

24. **Further Documents.** Lessor and Lessee will, whenever and as often as it shall be reasonably requested so to do by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered any and all such further confirmation, instruments of further assurance, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper, in order to evidence or complete any and all transactions or to accomplish any and all matters and things provided in this Lease.

25. **Force Majeure.** The period of time during which either party is prevented or delayed in the performance or the making of any improvement or repairs or fulfilling any obligation required under this Lease, other than the payment of Rent or Additional Rent, due to unavoidable delays caused by fire, catastrophe, strikes or labor troubles, civil commotion, Acts of God or beyond such party's reasonable control, shall be added to such party's time for performance thereof, and such party shall have no liability by reason thereof, provided, however, that in no event shall the performance of an obligation under this Lease be deemed prevented or delayed by any of the foregoing reasons (collectively, "**force majeure**") if performance can be (or could have been) effectuated by, or any default thereof cured by, the proper payment of money with respect to any such obligation and in no event shall the inability of either party to make available sufficient funds be deemed to be a force majeure. If either Lessor or Lessee shall be able to perform any of the other party's obligations hereunder, claimed by the non-performing party to be subject to force majeure, then the non-performing party's claim of force majeure shall be ineffective against the Lessor or Lessee, as the case may be.

26. **Sovereign Immunity.** Nothing contained in this Lease or in any instruments executed pursuant to the terms of this Lease shall be construed as a waiver or attempted waiver by the Lessor of its sovereign immunity under the Constitution and laws of the State of Florida or of any other immunity, privilege, or defense afforded by law to Lessor and its officers, officials, employees and agents.

27. **Miscellaneous.** This Lease contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. The covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by Lessor and Lessee. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one agreement. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Lease.

No remedy conferred upon Lessor in this Lease is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Lease to Lessor or to which Lessor may otherwise be entitled, including actions in equity for injunctive relief, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Lessor, and Lessor may pursue inconsistent remedies.

As used herein, "Lessor" as used in this Lease will include its heirs, representatives, assigns, and successors in title to the Premises. "Lessee" will include its heirs and representatives, assigns and successors, and if this Lease will be validly assigned, or sublet, will include also Lessee's assignees or sub-lessees, as to the Premises covered by such assignment or sub-lease. "Lessor" and "Lessee" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

The Lease shall be construed and enforced in accordance with the laws of the State of Florida. Each obligation of Lessee under this Lease constitutes both a covenant and a condition to its rights under this Lease.

Neither this Lease nor anything contained herein shall be deemed to make Lessor in any way or for any purpose a partner, joint venturer or associate in any relationship with Lessee other than that of landlord and tenant, nor shall this Lease or any provisions thereof be construed to authorize either to act as agent for the other except as expressly provided in this Lease. The consent or approval by Lessor to or of any act by the Lessee requiring the Lessor's consent to approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by the Lessee.

The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", and like words wherever the same appear herein, mean and refer to this Lease in its entirety and not to any specific paragraph or subparagraph hereof unless otherwise expressly designated in context. Reference in this Lease to the "obligations" of Lessee, and words of like import, shall mean the covenants to pay Rent under this Lease and all other covenants, agreements, terms, conditions, limitations, restrictions and reservations contained in this Lease applicable to Lessee. The term "Lessee's obligations hereunder" and words of like import shall mean all obligations to this Lease which are to be performed, observed or kept by Lessee. The term "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to". Wherever in this Lease there is a reference to a cost being at Lessee's sole cost and expense, or words of similar import, such phrase shall be construed to mean that Lessee shall pay the costs so referred to or, if applicable, reimburse Lessor for the costs referred to and, in the latter case, within ten (10) days of demand by Lessor. The term "will not unreasonably withhold" and words of like import shall mean "will not unreasonably withhold or delay."

No surrender to Lessor of this Lease or of the Premises, or any part thereof or of any interest therein, shall be valid or effective unless provided for in this Lease or otherwise agreed to and accepted in writing by Lessor and no act by Lessor or any representative or agent of Lessor, other than such a written acceptance by Lessor, shall constitute an acceptance of any such surrender. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease. To the extent this Lease requires Lessee to submit payments for items other than the Rent and in the event Lessee submits a payment of less than the total combined amount of all of said payments, then the Lessor shall have the option to credit said payment towards any of said items it so desires, notwithstanding any specification of Lessee.

Neither party shall have any right to sue for or collect, and have any liability or responsibility whatsoever for, the other party's consequential or indirect damages whether proximately or remotely related to any default of the other party under this Lease, and both parties hereby waive any and all such rights.

28. **Notices.** Any notice, demand or document which any party is required or may desire to give to the other party shall be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, or by Federal Express or comparable express delivery service, addressed as follows:

As to the Lessor: City of Winter Garden
Attention: City Manager
300 W. Plant Street
Winter Garden, Florida 34787

As to Lessee: Eight Waves Corporation
1136 E. Plant Street
Winter Garden, Florida 34787

The Orlando Law Group
Attn: Juan P. Camacho, Esq. and/or Jennifer Englert, Esq.
12200 W. Colonial Drive, Suite 100
Winter Garden, FL 34787

Subject to the right of either party to designate a different address for itself by notice similarly given. Any notice, demand or document so given by United States mail shall be deemed to have been given on the fifth day after the same is deposited in the United States mail as registered or certified matter, addressed as above provided, with postage thereon fully prepaid, except that any payments of Rent, additional rent, or other monies due shall be deemed to have been made only when actually received by Lessor. Any such notice, demand or document not given by registered or certified mail as aforesaid shall be deemed to be given, delivered or made only upon receipt of the same by the party or parties to whom the same is to be given, delivered, or made. Notice to any other office, person, or department of Lessor shall not constitute notice under this Lease.

29. **Estoppel Certificates.** Any party hereto shall deliver to any other party hereto, within twenty (20) days after receipt of a written request therefor, an estoppel certificate stating the date to which Rent has been paid, the amount of any prepaid Rent, and stating whether such party has any actual knowledge that this Lease is not in full force and effect, whether such party of any other party is in default hereunder, and whether this Lease has been modified or amended.

30. **Attorneys' Fees.** In any lawsuit between the parties to this Agreement arising from this Lease, each party shall bear their respective cost, including, but not limited to, attorneys' fees, including the costs and attorneys' fees of appellate proceedings and post-judgment proceedings, and mediation proceedings, incurred as a result of such lawsuit.

31. **Negotiated Agreement.** None of the parties shall be considered the drafter of this Lease for purposes of interpreting this Lease, or any portion thereof, it being recognized that all parties have contributed substantially and materially to the preparation of this Lease.

32. **Relationship of the Parties.** Nothing contained herein shall be construed as to make the parties hereto partners, associates, joint venturers, or participants in any legal relationship other than that of lessor and lessee. Neither party hereto shall have the power to contract or incur any obligation or liability in the name of the other party.

33. **Broker.** The parties hereto covenant, warrant and represent that there was no broker instrumental in consummating this Lease and that no conversations or prior negotiations were had with any broker concerning the renting of the Premises. Lessor and Lessee agree to indemnify and hold each other harmless against any claims for brokerage commission and other costs arising out of any conversations or negotiations had by the other party with any broker. The provisions of this paragraph shall survive expiration and termination of this Lease.

34. **Escrow of Taxes and Insurance.** In the event that Lessor escrows real estate taxes and assessments or insurance as provided herein, such escrow shall be paid monthly to Lessor at the same time as the monthly rent is paid to Lessor. The amount to be paid monthly to Lessor shall be one-twelfth (1/12) of Lessor's reasonable estimate of the annual amount to be paid by Lessor for said real estate taxes and assessments or insurance, as the case may be. Such amounts shall be held by the Lessor without interest and applied to the payment of the items in respect to which such amounts were paid or, at the option of the Lessor, to the payment of said items in such order or priority as the Lessor shall reasonably determine, on or before the respective dates on which the same or any of them would become delinquent. If, one month prior to the due date of the aforementioned amounts, the amount then on deposit therefor shall be insufficient for the payment of such item in full, the Lessee, within ten (10) days after demand, shall deposit the amount of the deficiency with the Lessor. Nothing in this Paragraph 34 shall be deemed to limit any other right or remedy that Lessor may have under the provisions of this Lease regarding Lessee's failure to pay real estate taxes and assessments or insurance.

35. **Time is of the Essence.** It is understood and agreed between the parties that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

36. **Severability and Governing Law.** If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons, entities or circumstances other than those which may be held invalid or unenforceable, will not be affected thereby, and each term, covenant or condition of this Lease will be valid and enforceable to the fullest extent permitted by law. This Lease shall be governed by and construed in accordance with the law of the state in which the Premises are located. Exclusive venue for any lawsuit arising out of or concerning this Lease shall be in Orange County, Florida.

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

38. **Survival.** The representations, warranties, terms and covenants of this Lease shall survive the termination of this Lease.

39. **No Waiver of Default.** No waiver of default by either party of any terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants, and conditions of this Lease to be performed, kept, and observed by the other party.

40. **Quiet Enjoyment.** Lessee shall, upon observing and performing all the terms and conditions on Lessee's part to be observed and performed, peaceably and quietly have and hold, the Premises, without hindrance or molestation by any person or persons, subject, however, to the terms of this Lease and restrictions of record.

[Remainder of Page Intentionally Left Blank. Signatures on the Following Page(s)]

IN WITNESS WHEREOF, the parties have executed this Ground Lease as of the day and year first above written.

*Signed, sealed and delivered
in the presence of:*

Witness

Printed Name

Witness

Printed Name

*Signed, sealed and delivered
in the presence of:*

Witness

Printed Name

Witness

Printed Name

Lessor:

CITY OF WINTER GARDEN,
a Florida municipal corporation

By: _____

Name: _____

Title: _____

Lessee:

EIGHT WAVES CORPORATION, a Florida non-
profit corporation

By: _____

Name: _____

Title: _____

[Signature page to Ground Lease; Notary Acknowledgments appear on the following page]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence on this _____ day of _____, 2025, by _____ as _____, and attested to by _____, as _____, on behalf of the CITY OF WINTER GARDEN, a Florida municipal corporation, who [_____] are personally known to me, or [_____] produced _____ as identification.

Notary Signature

Printed Notary Name

Notary Public in and for the County and State aforesaid.

My commission expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence on this _____ day of _____, 2025, by _____, as _____ on behalf of Eight Waves Corporation, a Florida not-for-profit corporation, who [_____] is personally known to me, or [_____] produced _____ as identification.

Notary Signature

Printed Notary Name

Notary Public in and for the County and State aforesaid.

My commission expires: _____

[Notary Acknowledgment page to Ground Lease]

Exhibit A

Property

Parcel 13-22-27-0000-00-024 X

Print Date: 05/14/2025 System Refresh Date: 05/14/2025

PreviousNextPrintMapStreetBirdseyeTrimPortEstimateTaxesFEMAPlatSketchShareFavorite

971 E Plant St 13-22-27-0000-00-024

Name(s):CITY OF WINTER GARDEN

Mailing Address On File:
300 W Plant St
Winter Garden, FL 34787-3009
Incorrect Mailing Address?

Physical Street Address:
971 E Plant St

Postal City and Zip:
Winter Garden, FL 34787

Property Use:
8900 - Municipal (Other)

Municipality:
Winter Garden



Upload Photos

View 2024 Property Record Card

PROPERTY FEATURES

VALUES, EXEMPTIONS AND TAXES

SALES

MARKET STATS

LOCATION

2025 Values will be available in August of 2025. To see the certified values, go to the Values, Exemptions and Taxes Tab.

View Plat

Property Description

FROM SW COR OF SEC 13 22-27 RUN E 315.5 FT N 732.8 FT N 68 DEG E 324.76 FT FOR A POB TH N 68 DEG E 688.24 FT NELY 95.47 FT S 68 DEG W 438 FT N 21 DEG W 164.54 FT S 41 DEG W 314.06 FT SWLY 65.79 FT SWLY 23.69 FT S 21 DEG E 104.22 FT TO POB

Total Land Area

112,141 sqft (+/-) | 2.57 acres (+/-)

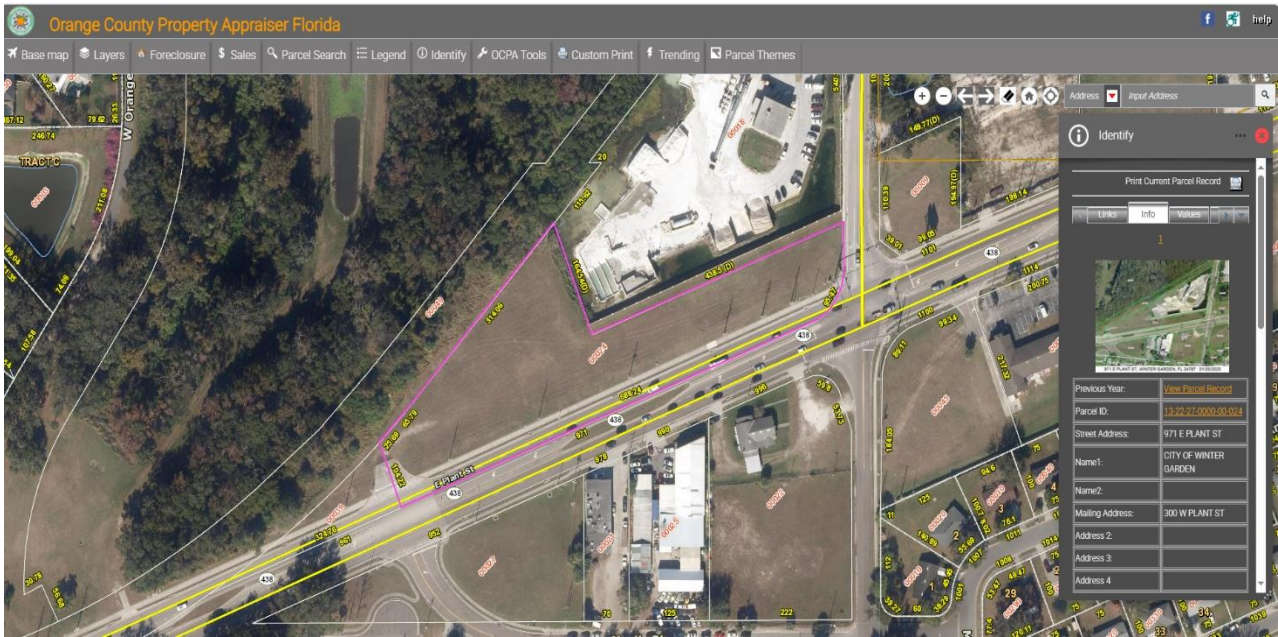
GIS Calculated

Notice

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
8900 - Municipal (Other)	WG-C-2	112141 Code Undefined	Working Value...	Working Value...	Working Value...	Working Value...

1

Page 1 of 1 (Total Records: 1)



Orange County Property Appraiser Florida

Base map Layers Foreclosure Sales Parcel Search Legend Identify OCPA Tools Custom Print Trending Parcel Themes

Address: 971 E Plant St

Identify

Print Current Parcel Record

Links Info Values

1

Previous Year: View Parcel Record

Parcel ID: 13-22-27-0000-00-024

Street Address: 971 E PLANT ST

Name1: CITY OF WINTER GARDEN

Name2:

Mailing Address: 300 W PLANT ST

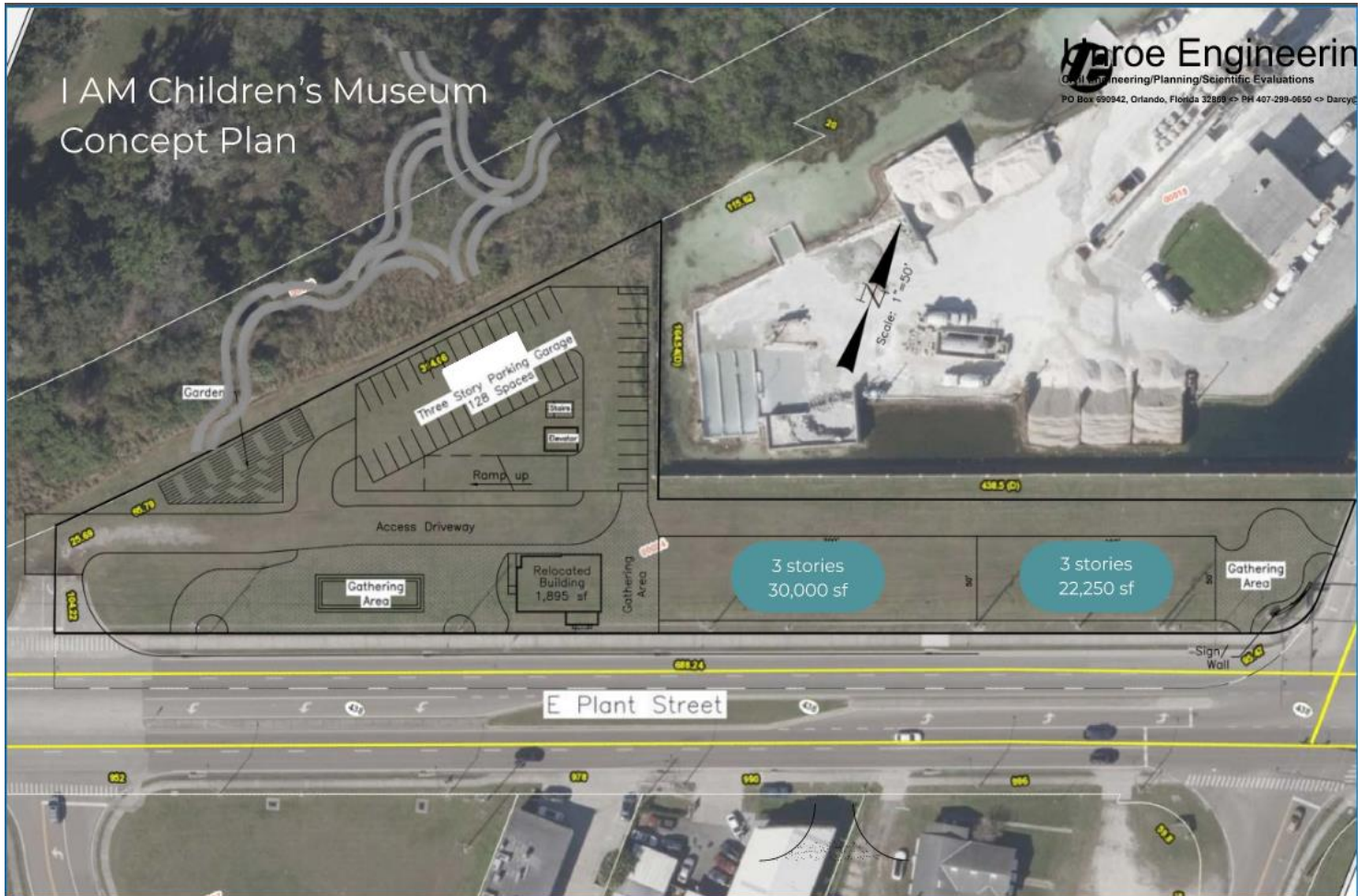
Address 2:

Address 3:

Address 4:

Page 252 of 270

Exhibit B
Conceptual Plan



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Angee Grimmage, City Clerk

Via: Jon C. Williams, City Manager

Date: June 10, 2025

Meeting Date: June 26, 2025

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

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

Discussion:

An annual appointment is required to fill the expiring seats of the current (4) member City Election Canvassing Board. The appointments would be for (2) Regular members and (2) Alternate members to serve a one-year term. The City Charter, Section 48(1) requires the appointments be completed by July 1st of each year.

The City of Winter Garden's next scheduled election is March 9, 2027.

Recommended Action:

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

Attachment(s)/References:

Board interest Applications



ELECTION CANVASSING BOARD

Meetings

Meetings are held as necessary.

Agendas & Minutes

Agendas available prior to meetings

Minutes available after approval

[Agendas and Minutes](#)

NEXT ELECTION DATE: MARCH 9, 2027 – GENERAL ELECTION

Members

- Angee Grimmage, City Clerk
- Danykqua L. Faulk - Regular Member
- Martha Lee Lombardy - Regular Member
- Char F. Jordan - First Alternate
- Martin Jacoby - Second Alternate

MEMBERSHIP consists of:

-5 Members

- City Clerk
- (2) Citizens - Regular Members
- (2) Citizens - 1st and 2nd Alternate

SERVING 1-YEAR TERMS

Appointed by City Commission

Board appointments made in JUNE each year

Overview

The Election **Canvassing Board** has sole and exclusive responsibility of canvassing election ballots and certifying election results.

For more details - see Code Section: 48



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

BOARDS & COMMITTEES INTEREST

NAME: Martha Lee Lombardy (Lee)

HOME ADDRESS: 429 Courtesa Oaks Blvd. DISTRICT # 1

PHONE: 407-766-6333 ALTERNATE: _____

EMAIL: leelombardy@gmail.com OCCUPATION: Retired

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

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? None

REFERENCE(S): Derek Blakeslee LICENSE/CERTIFICATION(S) Florida Bar #16446

EDUCATION/EXPERIENCE: J.D., Florida State University College of Law (1994)

ADDITIONAL CONSIDERATIONS I recently retired from the City of Orlando after serving nearly 24
years as an Assistant City Attorney.

BOARD(S) OF INTEREST

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

PLEASE CHECK ALL THAT APPLY - SEE WEBSITE FOR DESCRIPTIONS

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

PLEASE NOTE:

- ALL VOLUNTEERS MUST ADHERE TO FLORIDA STATE STATUTES AS APPLICABLE TO CONFLICTS OF INTEREST
- THIS APPLICATION WILL BE SUBMITTED TO THE CITY COMMISSION FOR CONSIDERATION
- (*) MEMBERS SERVING ON THESE BOARDS ARE REQUIRED TO FILE AN ANNUAL FINANCIAL DISCLOSURE
- THIS FORM BECOMES A **PUBLIC RECORD** ONCE SUBMITTED TO THE CITY CLERK'S OFFICE

QUESTIONS?

CONTACT - CITY CLERK'S OFFICE - 407-656-4111 Ext. 2297
E-MAIL: CITYCLERK@CWGDN.COM

For office use only:

RECEIVED

SEP 25 2023

CITY CLERK

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



BOARDS & COMMITTEES INTEREST

NAME: Char Ferrell Jordan

HOME ADDRESS: 621 Setting Sun Drive

DISTRICT # 2

PHONE: 832-451-0371

ALTERNATE:

EMAIL: charjordan2@gmail.com

OCCUPATION: State Director-Allstate Insura

U.S. CITIZEN? ☒ YES ☐ NO

CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO

CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? Junior Achievement of Southern Nevada

REFERENCE(S): LICENSE/CERTIFICATION(S) FINRA Securities License,

EDUCATION/EXPERIENCE: University Of Houston

ADDITIONAL CONSIDERATIONS

BOARD(S) OF INTEREST

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

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PLEASE CHECK ALL THAT APPLY - SEE WEBSITE FOR DESCRIPTIONS

☒ Architectural Review &
Historic Preservation

☐ General Employees
Pension Board*

☐ Police & Firefighter
Pension Board*

☐ Code Enforcement Board*

☒ Community Redevelopment
Agency Advisory Board*

☒ Planning & Zoning Board*

☒ Election Canvassing Board

PLEASE NOTE:

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E-MAIL: CITYCLERK@CWGDN.COM

For office use only:

RECEIVED

AUG 26 2021

CITY CLERK

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



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

BOARDS & COMMITTEES INTEREST

NAME: Danykqua Latrice Faulk

HOME ADDRESS: 261 Center Street DISTRICT # 3

PHONE: 321 895 3546 ALTERNATE: 754 422 5095

EMAIL: faulk.danykqua@hotmail.com OCCUPATION: Orange County Government Board of County Commissioners

U.S. CITIZEN? ☒ YES ☐ NO

CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO

CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? None

REFERENCE(S): Chloe Johnson LICENSE/CERTIFICATION(S) —

EDUCATION/EXPERIENCE: —

ADDITIONAL CONSIDERATIONS Work at Maxey Community Center and Girl Scout Troop 244 Co-leader in East Winter Garden

BOARD(S) OF INTEREST

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

VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY.

PLEASE CHECK ALL THAT APPLY - SEE WEBSITE FOR DESCRIPTIONS

☐ Architectural Review & Historic Preservation

☐ General Employees Pension Board*

☐ Police & Firefighter Pension Board*

☒ Code Enforcement Board*

☒ Community Redevelopment Agency Advisory Board*

☒ Planning & Zoning Board*

☒ Election Canvassing Board

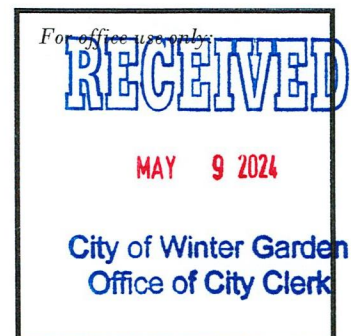
PLEASE NOTE:

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- (*) MEMBERS SERVING ON THESE BOARDS ARE REQUIRED TO FILE AN ANNUAL FINANCIAL DISCLOSURE
- THIS FORM BECOMES A **PUBLIC RECORD** ONCE SUBMITTED TO THE CITY CLERK'S OFFICE

QUESTIONS?

CONTACT - CITY CLERK'S OFFICE - 407-656-4111 EXT. 2297

E-MAIL: CITYCLERK@CWGDN.COM



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



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

BOARDS & COMMITTEES INTEREST

NAME: Martin Jacoby

HOME ADDRESS: 16543 Raven Rock Place DISTRICT # 4

PHONE: 3213244207 ALTERNATE: 4073958443

EMAIL: mizzoutiger79@gmail.com OCCUPATION: Program Manager

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

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? _____

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

EDUCATION/EXPERIENCE: MBA, MS in National Resource Strategy, PhD in Business Administration

ADDITIONAL CONSIDERATIONS _____

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

BOARDS & COMMITTEES INTEREST

NAME:

HOME ADDRESS: DISTRICT #

PHONE: ALTERNATE:

EMAIL: OCCUPATION:

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

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED?

REFERENCE(S): LICENSE/CERTIFICATION(S)

EDUCATION/EXPERIENCE:

ADDITIONAL CONSIDERATIONS

BOARD(S) OF INTEREST

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BOARDS & COMMITTEES INTEREST

NAME: Rebecca Hurst

HOME ADDRESS: 234 N. Lakeview Ave, WG, 34787 (aka "Birdhouse") DISTRICT # 1

PHONE: 615-260-4025 ALTERNATE: n/a

EMAIL: turtle177@gmail.com OCCUPATION: Foodservice Supply Chain Exec

U.S. CITIZEN? ☒ YES ☐ NO

CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO

CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? Several in my industry, but none related to city governmental

REFERENCE(S): Nick Asma, Steve Pash LICENSE/CERTIFICATION(S) Several business & tech

EDUCATION/EXPERIENCE: BS Supply Chain, MBA, 25 years in foodservice supply chain leadership

ADDITIONAL CONSIDERATIONS After 44 years of being military & supply chain nomads, we are finally putting down roots and hoping to get more involved in helping our adoptive community.

BOARD(S) OF INTEREST

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

BOARDS & COMMITTEES INTEREST

NAME: Benjamin LaTorre
HOME ADDRESS: 753 Rainfall Drive DISTRICT # 2
PHONE: 407-394-9183 ALTERNATE: _____
EMAIL: blatorre4050@yahoo.com OCCUPATION: Auditor
U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO
REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO
PRIOR BOARD(S) YOU SERVED? Election
REFERENCE(S): Ron Mueller LICENSE/CERTIFICATION(S) _____
EDUCATION/EXPERIENCE: Masters in Accounting
ADDITIONAL CONSIDERATIONS Knights of Columbus

BOARD(S) OF INTEREST

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

BOARDS & COMMITTEES INTEREST

NAME: David Calvert

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

PHONE: 4072320774 ALTERNATE: _____

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

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

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

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

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

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

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

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

BOARD(S) OF INTEREST

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

BOARDS & COMMITTEES INTEREST

NAME: Karina Martinez

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

PHONE: 3863338519 ALTERNATE: _____

EMAIL: karinaamartinez0@gmail.com OCCUPATION: Paralegal

U.S. CITIZEN? ☒ YES ☐ NO

CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO

CITY EMPLOYEE? ☐ YES ☐ NO

PRIOR BOARD(S) YOU SERVED? N/A

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

EDUCATION/EXPERIENCE: Project Manager - Notary license

ADDITIONAL CONSIDERATIONS _____

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THE CITY OF WINTER GARDEN

CRA AGENDA ITEM

From: Marc Hutchinson, Economic Development Director

Via: Jon C. Williams, City Manager

Date: June 18, 2025

Meeting Date: June 26, 2025

Subject: House Relocation Along Plant Street - 996 E Plant to 971 E Plant

Issue: The property owner (Winter Garden Salon Development, LLC), of 996 E Plant Street (SW corner of Plant and 11th Street) plans to begin construction of a commercial retail/office development later in 2025 at this location. The project is called Point on Plant. There is an existing 2,707 SF house on this property that was built in 1926 that now needs to be removed in preparation for site work and construction. Rather than demolishing the structure, the property owner has offered to donate it to a willing recipient. Eight Waves, Inc., a local nonprofit organization, has agreed to accept this house to further meet the needs for their under-resourced children and family focused programing as they have outgrown their current rented location. This house will give Eight Waves a permanent structure and offer more space to respond to growth. The City also intends to enter into a long-term ground lease agreement with Eight Waves on the undeveloped property owned by the City approx. 270 feet directly across the street located at 971 E Plant Street. Eight Waves will improve and use this property to build a two-phased children's museum. The donated house will be part of phase 1 and will be moved or relocated to an area on the leased City property facing Plant Street. To facilitate the relocation of this house, the City intends to financially assist with the move which will cost a total of \$100,000 based on quote provided by the structure moving specialist, Youngblood Building Movers, Inc. The City will contribute \$80,000 towards the total cost and the house owner, Winter Garden Salon Development, LLC, will contribute \$20,000.

City views the benefits of this relationship and assistance as positive for the public good as it will save a one hundred year old structure with historical significance from being demolished and will undergird the growth and expansion of a local nonprofit that not only will further meet the needs of underserved families in Winter Garden but will help seed the birth a first-of-its-kind children's museum in the Central Florida region.

Recommended Action: Motion to approve and authorize City Manager to contribute and pay Youngblood Building Movers, Inc. for house relocation services in an amount not to exceed **\$80,000**.

Attachments/References:

Property Description

Illustrative Map

Property Description

996 E Plant Street, Winter Garden, Florida 34787

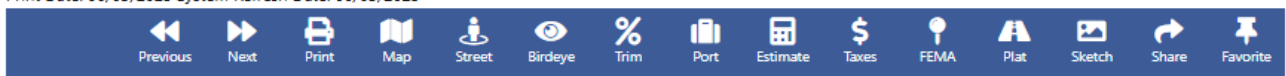


996 E PLANT ST, WINTER GARDEN, FL 34787 11/1/2023 11:44 AM



Parcel 13-22-27-0000-00-022 X

Print Date: 06/03/2025 System Refresh Date: 06/03/2025



996 E Plant St 13-22-27-0000-00-022

Name(s):
WINTER GARDEN SALON
DEVELOPMENT LLC

Physical Street Address:
996 E Plant St

Property Use:
1200 - Store/Office/Res I

Mailing Address On File:
2209 Howard Dr
Winter Park, FL 32789-6133
[Incorrect Mailing Address?](#)

Postal City and Zip:
Winter Garden, FL 34787

Municipality:
Winter Garden



996 E PLANT ST, WINTER GARDEN, FL 34787 11/1/2023 11:44 AM

[Upload Photos](#)

[View 2024 Property Record Card](#)

PROPERTY FEATURES

VALUES, EXEMPTIONS AND TAXES

SALES

MARKET STATS

LOCATION

2025 Values will be available in August of 2025. To see the certified values, go to the Values, Exemptions and Taxes Tab.

[View Plat](#)

Property Description

BEG 103 FT S & 217 FT W OF S LINE OF COUNTY RD & E LINE OF SW 1/4 OF SW 1/4 OF SEC 13-22-27 TH RUN E 123 FT N TO RD WLY TO PT N OF BEG S TO POB & THE E 237 FT OF N 1/2 OF SW 1/4 OF SW 1/4 OF SEC 13-22-27 S OF ROAD (LESS E 15 FT & (LESS S 30 FT RD R/W) & (LESS COMM SE COR OF SW1/4 OF SW1/4 RUN N 1105.61 FT S 68 DEG W 16.17 FT S 32.67 FT TO POB TH S 104.95 FT N 19 DEG W 53.73 FT NWLY 59.80 FT S 68 DEG W 13.44 FT N 5.39 FT N 68 DEG E 85.17 FT TO POB TAKEN FOR R/W)

Total Land Area

69,904 sqft (+/-) | 1.60 acres (+/-)

[GIS Calculated](#)

[Notice](#)

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
1200 - Store/office/res I	WG-I-2	69904 Code Undefined	Working Value...	Working Value...	Working Value...	Working Value...

Building

[View Winter Garden Permits](#)



[More Details](#)

Model Code: 4 - Commercial
Type Code: 1210 - Store/Office/Res II
Building Value: Working Value...
Estimated New Cost: Working Value...

Actual Year Built: 1926
Beds: 0
Baths: 0
Floors: 1

Gross Area: 2707 sqft
Living Area: 2055 sqft
Exterior Wall: Alum/Vylsd
Interior Wall: Plywood,Pn

Map Illustration

House Structure Only Relocation – From 996 E Plant Street to 971 E Plant Street





To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 17, 2025

Subject: 2025 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Signia by Hilton Orlando Bonnet Creek in Orlando, Florida, from August 14-16, 2025. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 16, 2025**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2025.

Attachments: Form Designating Voting Delegate



**2025 Annual Conference
Florida League of Cities, Inc.
August 14-16, 2025
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2025.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com