



**CITY COMMISSION AND COMMUNITY
REDEVELOPMENT AGENCY**

AGENDA

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

**BUDGET WORKSHOP AND
REGULAR MEETING**

August 28, 2025

6:30 PM

Call to Order

Determination of a Quorum

Invocation and Pledge of Allegiance

BUDGET WORKSHOP

1. BUDGET WORKSHOP

A. FISCAL YEAR 2025/2026

REGULAR MEETING

2. Approval of Minutes

A. Regular Meeting Minutes – August 14, 2025

3. Regular Business

- A. Recommendation to approve Memorandum of Understanding and Amendment 2 Revenue Agreement Time Extension with St. Johns River Water Management District for Final Design and Permitting of Lake Apopka Newton Park Access Channel/Habitat Dredging and Material Placement – **Assistant City Manager for Public Services Pash**
- B. Recommendation to approve Amendment to Non-Exclusive Franchise Agreement for Plant Street Recycling, LLC and authorize City Manager to sign agreement – **Assistant City Manager for Public Services Pash**
- C. Recommendation to authorize City Manager execute and award construction services contract RFP 25-0001 for Fire Station 21 to Mulligan Constructors, Inc in the amount of **\$7,112,902.96** including a 10% contingency – **Fire Chief Gainza**
- D. Recommendation to award purchase order to USSI, LLC for sanitary sewer system

inflow and infiltration inspection and repairs in the amount of **\$137,040 – City Engineer Monahan**

- E. Recommendation to approve **SITE PLAN** for 244 West Story Road (Winter Garden Retail Development) – **Planning Director Carson**
- F. *Dispense as the City Commission and convene as the Community Redevelopment Agency*

Recommendation to approve cost reimbursement of City's General Fund by the CRA for design work completed by Murray Design Group at Zanders Park in the amount of **\$20,020 – Economic Development Director Hutchinson**

Adjourn as the Community Development 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**
- 8. **Adjourn to Regular Meeting on Thursday, September 11, 2025 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor**

NOTICES:

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

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

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

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Laura Zielonka, Finance Director

Via: Jon C Williams, City Manager

Date: August 22, 2025 **Meeting Dates:** August 28, 2025
September 11, 2025
September 25, 2025

Subject: Fiscal Year 2025/2026 Proposed Budget Book

Issue: Please find attached a copy of the Fiscal Year 2025/2026 Proposed Budget Book for your review. The budget will be discussed at the following meetings:

Thursday, August 28, 2025 at 6:30 p.m.-There will be a Budget Workshop as part of the regular Commission meeting.

Thursday, September 11, 2025 at 6:30 p.m.-The first budget hearing will be the first item on the agenda.

Thursday, September 25, 2025 at 6:30 p.m.-The second budget hearing will be the first item on the agenda.



CITY OF
WINTER GARDEN
PROPOSED BUDGET
FISCAL YEAR 2025 - 2026





WINTER GARDEN

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CITY OF WINTER GARDEN
Fiscal Year 2025/2026
Proposed Budget

JOHN REES

Mayor

LISA BENNETT

Mayor Pro Tem
Commissioner, District 1

ILIANA JONES

Commissioner, District 2

CHLOE JOHNSON

Commissioner, District 3

COLIN SHARMAN

Commissioner, District 4

JON C. WILLIAMS

City Manager



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WINTER GARDEN

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BUDGET MESSAGE

Budget Message



WINTER GARDEN

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Dear Commission and Citizens of Winter Garden,

I am pleased to present the City of Winter Garden Fiscal Year 2026 Recommended Budget, a balanced plan that reflects both the responsible allocation of resources and our ongoing commitment to long-term fiscal strength. This document outlines projected revenues and planned expenditures for operations and capital improvements in the upcoming fiscal year.

Introduction

Fiscal year 2026 presents us with both opportunities and challenges. Our foremost goal remains fostering the well-being of our community while ensuring responsible fiscal management. This budget proposal aims to strike a thoughtful balance between sustaining essential services, making selective investments, and careful planning for the future. The FY 2026 budget is a culmination of extensive analysis, careful consideration, and the shared vision of our community.

Economic Outlook

The economic outlook for fiscal year 2026 and beyond is cautious. While property values in Winter Garden have and are expected to continue to rise, growth is moderate compared to prior years. Property tax revenues remain the single most vital source of funding for public safety, parks and recreation, and critical infrastructure. Followed by state revenues, which may vary depending on consumer behavior as a result of continued pressure from inflation, higher interest rates and softening housing market.

At the national level, the U.S. economy is expected to experience modest growth. Inflation has eased from its peak in 2022 but remains elevated above the Federal Reserve's (Fed) target of 2%, keeping the Fed's cautious about lowering interest rates. The labor market remains strong, but is showing signs of gradual cooling, and higher borrowing costs are dampening consumer spending and business investment. Over the next twelve months, modest growth is expected, though ongoing inflation and borrowing costs will continue to create challenges for residents, businesses and local governments.

Central Florida's economy continues to demonstrate resilience, supported by a strong tourism sector, steady population, and ongoing diversification into healthcare, logistics, and professional services. Tourism and hospitality are projected to grow modestly, while construction and real estate activity are expected to stabilize following recent highs.

Despite this resilience, risks remain: changes in consumer travel demand, rising insurance costs, and potential national slowdowns could affect revenues. As a result, this budget emphasizes prudent fiscal planning, reserves management, and scenario-based forecasting to ensure flexibility and stability in uncertain times.

Budget Highlights

The FY 2026 Budget was developed around sustaining core services while preserving financial stability. Its guiding principles are:

- Promote an economically sustainable community.
- Protect essential services on which the public depends.
- Continue vital infrastructure improvements.
- Maintain adequate reserves for long-term financial planning.

General Fund Revenues

General Fund revenues for FY2026 total \$70,303,710, an increase of \$4.86 million (7.4%) compared to FY 2025. This includes the recommendation to raise the millage rate from 4.5000 to 4.8565.

Property values continue to grow, with the City's certified taxable valuation at \$6.65 billion, a 7.7% increase from last year. Despite the increase from last year, at the current rate of 4.5000 mills, ad valorem revenues would generate approximately \$28 million, presenting a long-term challenge of operating costs outpacing revenue. To help mitigate this situation, the budget includes a recommendation to raise the millage rate to 4.8565 mills, which would generate about \$30.2 million, a \$2.2 million increase in new revenue.

Ad valorem taxes are the cornerstone of the General Fund, financing essential citywide services such as police and fire protection, parks and recreation, public works, planning, administration, and cybersecurity. Rising police and fire costs, projected at \$37 million, already exceed projected ad valorem revenues of \$28 million, leaving a structural gap of \$9 million at the current 4.5 millage rate. This imbalance highlights the long-term challenge of costs outpacing revenue growth.

Additionally, some revenues sources, such as projected investment earnings of \$2.88 million, fluctuate from year to year and are best used for one-time needs rather than ongoing operations. A millage increase provides a more stable, long-term solution to ensure reliable funding for these services while protecting the General Fund's capacity to support vital functions.

General Fund Expenditures

The FY 2026 General Fund expenditure budget totals \$68,162,125, a 2.7% increase (\$1.78 million) compared to FY 2025. This reflects higher personnel and operating costs, offset by reduced capital spending. Key allocations include:

- Public Safety (police, fire, building code) - \$38.6 million (57%)
- General Government - \$9.7 million (14%)
- Culture & Recreation - \$6.1 million (9%)
- Physical Environment - \$4.5 million (6.7%)
- Interfund Transfers (CRA & Debt) - \$4.4 million (6.4%)
- Economic Environment & Human Services - \$1.7 million (2.5%)

This distribution illustrates how essential ad valorem revenues are in sustaining daily services residents and businesses rely upon.

The Challenge of Rising Costs

The City of Winter Garden, like many other municipalities, faces significant fiscal pressures, including rising personnel expenses, health insurance, operating costs, and the capital needs that come from an increased demand for services.

Public safety operations and capital needs are growing steadily. In FY2026, more than \$1.1 million is budgeted for equipment and vehicle replacements, including fire SCBA units, fire rescue vehicles replacement funding, and sworn-police vehicle replacements.

At the same time, Winter Garden's population has nearly quadrupled since 2000, reaching an estimated 52,619 in 2026. Growth continues to add vibrancy to Winter Garden, but it also increases the demand for police, fire, roads, parks, and administrative services.

Maintain adequate reserves for long-term financial planning

The projected unassigned fund balance in the General Fund at the end of fiscal year 2026 is budgeted to be \$13.8 million, or 20% of General Fund operating expenditures. This exceeds the Government Finance Officers Association (GFOA) recommendation of 17% (two months of operating expenditures), demonstrating the City's ongoing commitment to fiscal stability and responsible stewardship.

Closing

Winter Garden is widely recognized as a well-planned, thriving community that balances exceptional public services, a welcoming business climate, and an outstanding quality of life. This achievement would not be possible without the support of our City Commission and Employees, whose dedication ensures Winter Garden remains a community of excellence.

The FY 2026 Recommended Budget continues this legacy, providing the resources necessary to maintain and enhance infrastructure, ensure responsive fire and police protection, and sustain the amenities that define our community.

Respectfully submitted,

Jon C. Williams

Jon C. Williams

City Manager



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Winter Garden
Florida**

For the Fiscal Year Beginning

October 01, 2024

Christopher P. Morill

Executive Director



WINTER GARDEN

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CITY OVERVIEW

CITY ORGANIZATIONAL CHART

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CITY PROFILE

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CITY STRATEGIC PLAN

—

FY2026 DEPARTMENTAL GOALS OVERVIEW

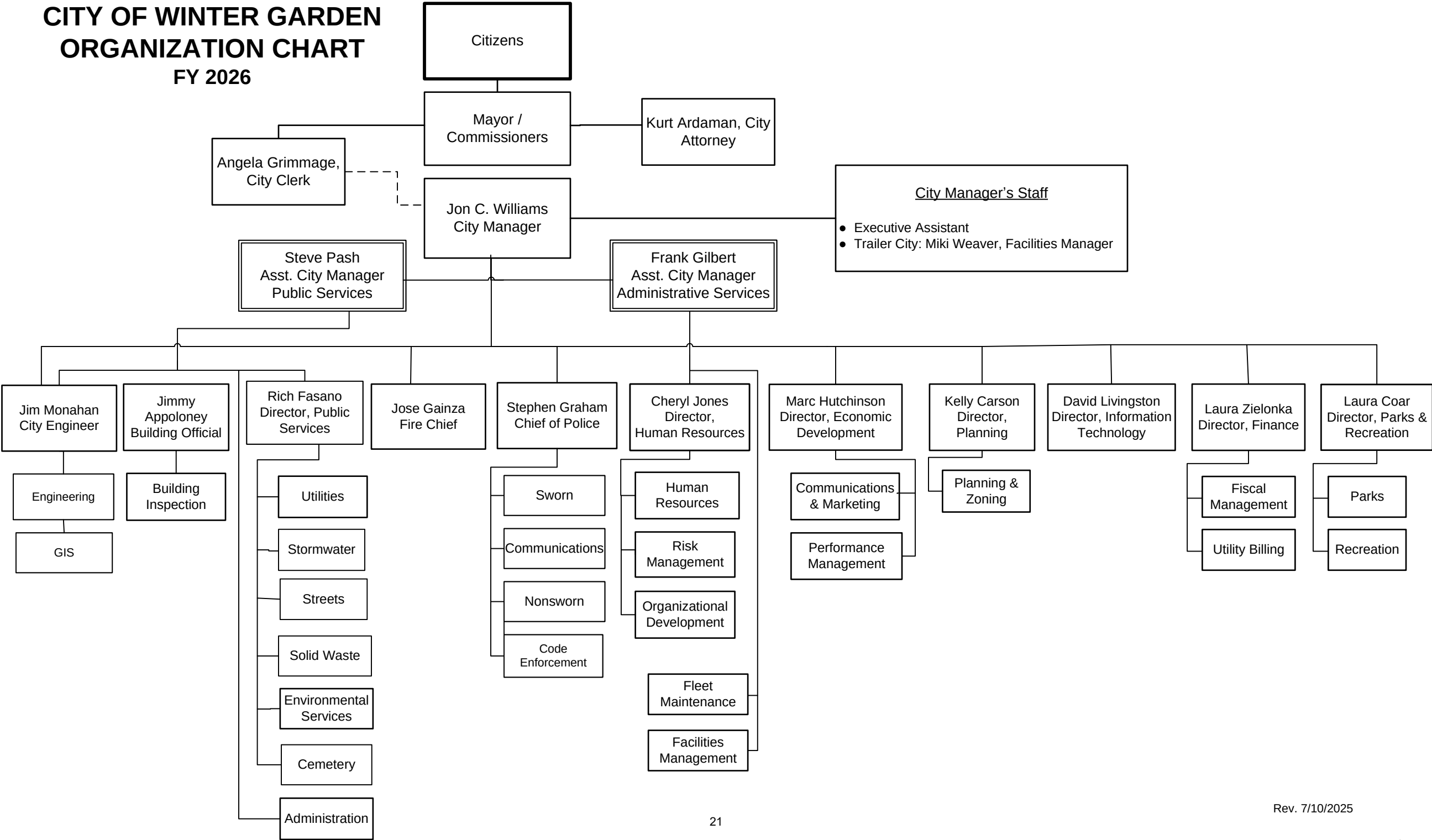
City Overview



WINTER GARDEN

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CITY OF WINTER GARDEN
ORGANIZATION CHART
FY 2026



City Profile

The City of Winter Garden, Florida is situated on the southern shore of Lake Apopka, and is located 20 minutes west of Orlando. This former citrus town is home to approximately 52,600 residents and over 2,500 businesses. The City of Winter Garden is a desirable place to live and a local gathering place for residents within Central Florida offering a diversity of housing and entertainment options.



Winter Garden is known for its warm charm, great schools, and one of the lowest millage rates in Orange County, providing exceptional service and a superior quality of life.

Winter Garden's proximity to Orlando and the theme parks has made it an ideal spot for growth. Winter Garden has grown to become the commercial and cultural capital of West Orange County.

People can browse boutique shops on Plant Street or drive a few miles south to the Winter



than 20 eateries.

Garden Village at Fowler Groves, a 1.5 million square foot open air center situated on 175 acres. The largest of its kind in Central Florida, Winter Garden Village draws shoppers from all of West Orange County which provides for convenient shopping for local residents with its mix of big-box and specialty shops, financial institutions, and more

The historic downtown, listed on the National Registry of Historic Places, is a favorite destination for West Orange residents and those traveling the award-winning West Orange Trail. Downtown Winter Garden maintains its hometown charm and is always filled with people of all ages strolling its brick-lined streets, walking dogs, and cycling.



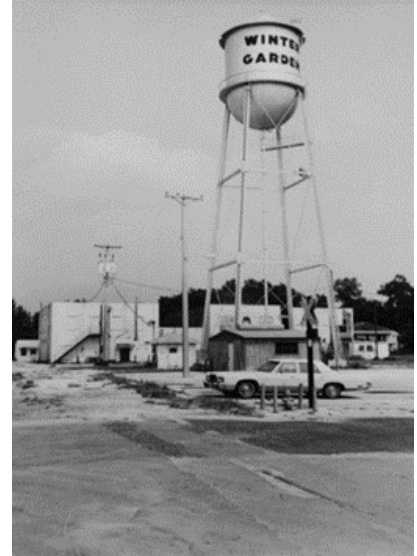
Right in the middle of downtown is an iconic clock tower and "outdoor living room" with a mosaic-tiled public fountain lined with bench swings and a gazebo that serves as a stage for year-round entertainment.

Downtown's aesthetic is warm and understated. A number of complimentary amenities are right in downtown including an interactive splash park, historical museums, an art gallery, and a Downtown Pavilion that is home to the award-winning weekly farmers market. A historically-preserved theatre and an indoor food hall and market anchored by a craft brewery rounds out the downtown entertainment options.



City History

The City of Winter Garden was incorporated in 1908 and is located in Orange County, Florida. As with most communities founded in the early 1900's of rural Florida, Winter Garden's economy relied heavily on agriculture. A year-round growing season and fertile soil enabled the production of fruits and vegetables; rail provided direct transportation routes to northern markets; and local orange groves were Florida's gold.



In the 1980s, the groves suffered 3 great freezes and the citrus community was dying. The city's leaders were smart in their planning to grow the city and start economic development. They anticipated that two toll roads – State Road 429 and S.R. 408 would kick-start development in Winter Garden, which sits 14 miles west of Orlando and is just a short drive to Disney.



In the 1990's the city created a special tax district to boost revenue in order to redevelop and revitalize its downtown with a plan to merge old and new.

In 2003, the city bought the Garden Theatre, which was built in 1935 but had been used most recently as a garage for tractors. The restored venue is a big hit, hosting live, local productions and an annual film festival with international entries.

In 2008, the City built City Hall which has an art deco façade that resembles a stylish train station from the 1930's.

The city officials understand that you have to constantly reinvest in the city in order for it to grow and be a community where citizens want to live and visit. In 2011, the city built a Splash Park adjacent to the Downtown Pavilion to create an outdoor play area for families.



The City also purchased Tucker Ranch, a 209-acre property on the west side of Avalon Road, boasting an impressive oak hammock. Tucker Ranch is being developed into a regional park with trails, camping, and a health and wellness park with access to John's Lake for canoeing.

Numerous events occur each year in the Winter Garden Historic Downtown District including charitable benefits, art festivals, music festivals, holiday events and more. The annual Spring Fever in the Garden event, sponsored by the Bloom N Grow Society, is one of the most popular annual events.



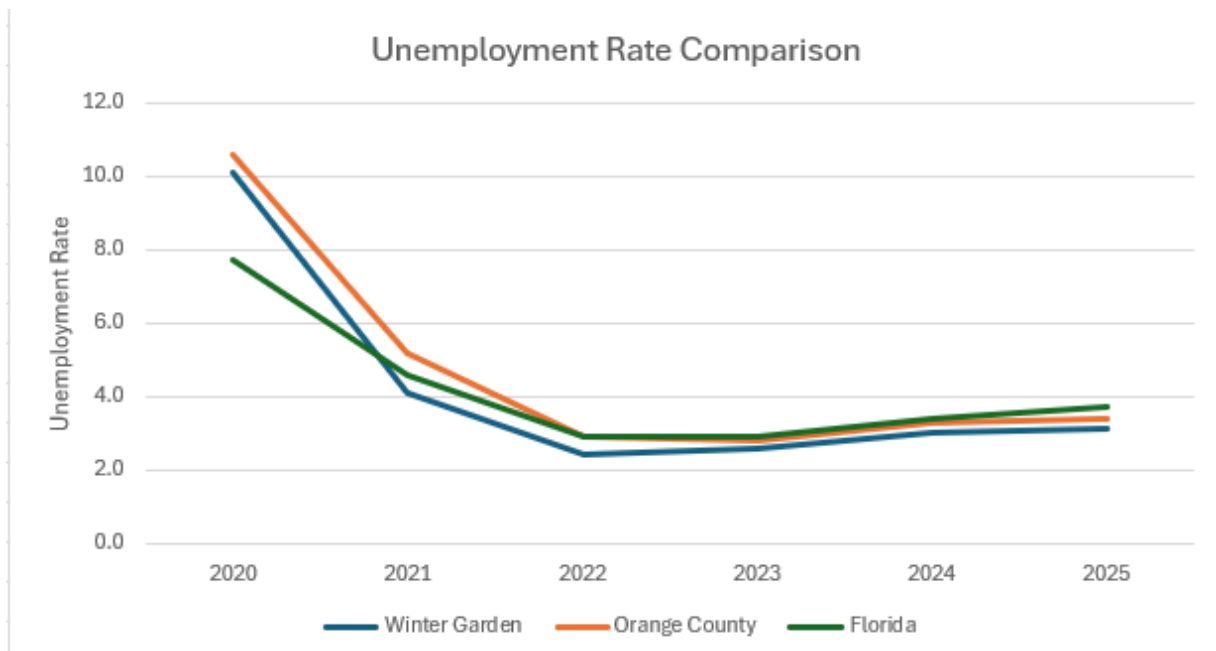
Today, Winter Garden is referred to as the modern-day Mayberry USA by residents, and is a Florida destination. At the same time, it attracts new business and quality development. The community's connection to its roots is felt throughout the year.

The City's short term goal is to be the best little city in the state of Florida. Its long term goal is to be the best little City in the United States of America.

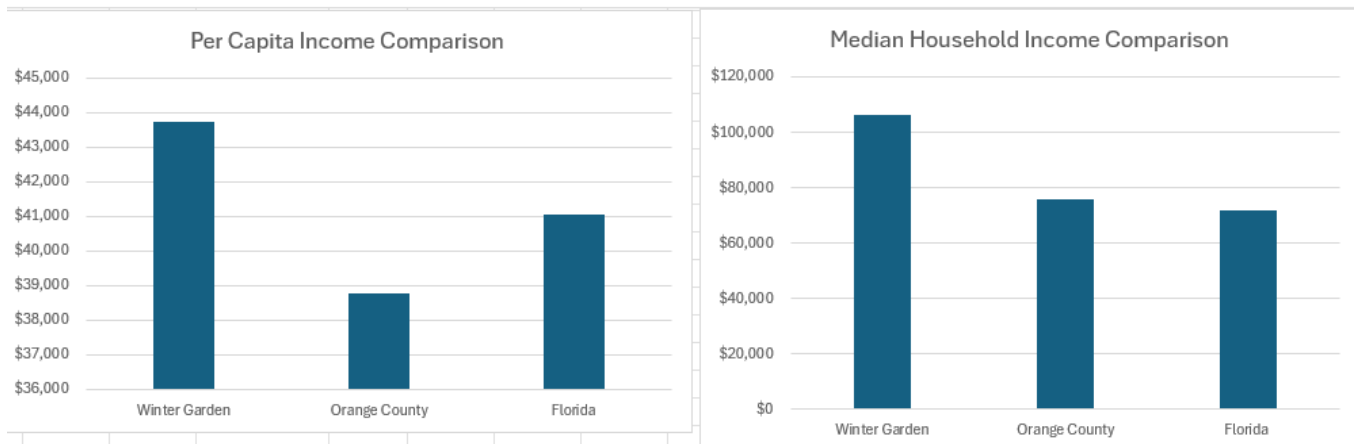
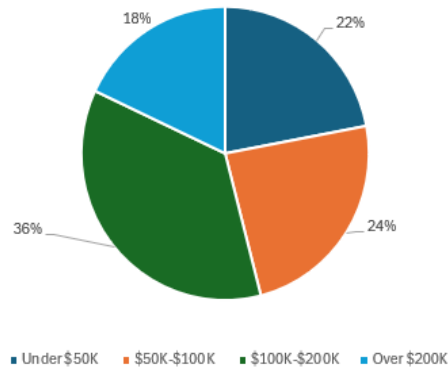
Local Economy

As a predominantly residential community, the City's economic environment is heavily influenced by the economy of Orlando and the Central Florida area. The major economic influences are regional job market, cost of housing, retail activity, and tourism activity. Consideration of the impact of these indicators is critical to the development of the City budget, all available information and indicators are utilized in forecasting the City's revenues and expenditures.

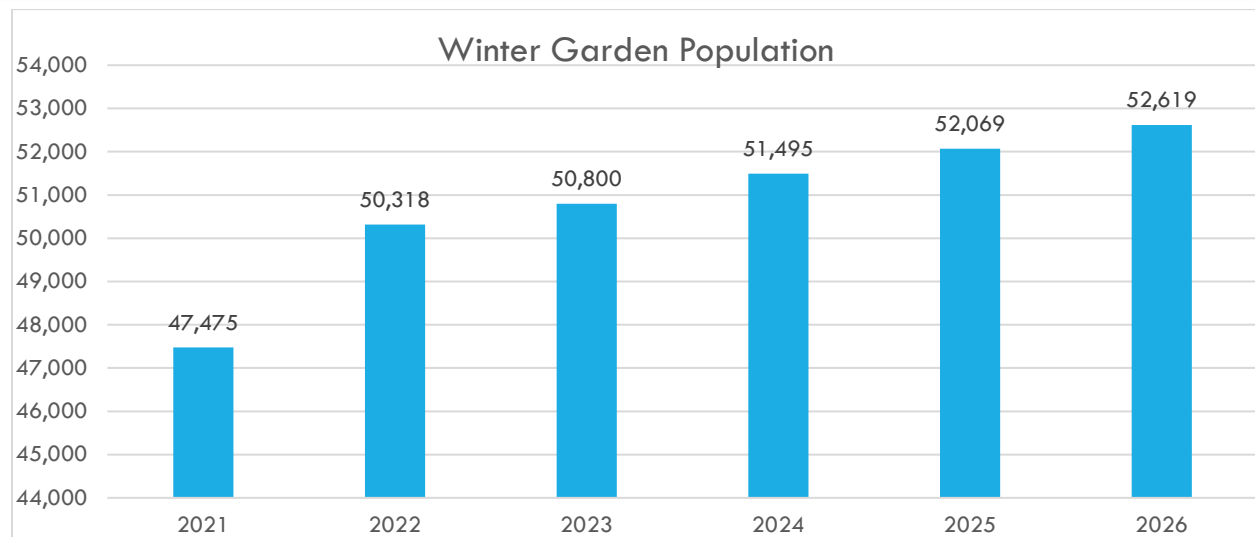
The unemployment rate for Orange County was 3.1 percent in 2025 which is down from 10.1 percent in 2020. The unemployment rate has fluctuated quite a bit since the spring of 2020 due to the economic crisis caused by the Coronavirus pandemic. Orange County is a community that relies heavily on the tourism and hospitality industries. The tourism industry normally accounts for roughly \$92.5 billion of the total regional economy.



Winter Garden Household Income



The City of Winter Garden is primarily residential which makes housing statistics and forecasts an integral element of municipal revenue estimates and projections. The City continues to carefully monitor the marketplace seeking information from all available resources to make responsible and timely fiscal decisions. Winter Garden's population is estimated at 52,619 in fiscal year 2026.



Economic indicators for fiscal year 2025-2026 and beyond point to a continued economic recovery. The City of Winter Garden's long-term revenue outlook anticipate property values will continue to rise; however, certain revenues may vary depending on consumer spending, while expenditures continue to be pressured by inflation, higher interest rates, wage growth, and a tight labor market.

City Government

The City has a commission/manager form of government with a Mayor and four Commissioners elected as the governing body. The Commission is responsible, for among other things, passing ordinances and resolutions, adopting the budget, authorizing indebtedness, appointing advisory boards, and hiring the City Manager, City Clerk, Attorney, and Auditor. The City Manager is responsible for carrying out the policies and ordinances of the Commission, for overseeing the day-to-day operations of the City, and for appointing the heads of departments. The Commission is elected on a non-partisan basis. Commission members serve four-year staggered terms, with the Mayor and one Commissioner elected every four years and the other three Commissioners elected the following year. The Commissioners are elected by district, and the Mayor is elected at large.

The City provides a full range of services, including police and fire protection; the construction and maintenance of streets, sidewalks, and other infrastructure; planning, community, and economic development; cemetery management and maintenance; code enforcement and building inspections; parks maintenance; and recreational activities and cultural events. In addition, the City operates four enterprises: water and sewer service, solid waste collection service, stormwater service, and management of the City owned mobile home park.

The Commission embarked upon an aggressive strategy, in recent years, making Winter Garden an ideal place to grow families as well as businesses.

City Strategic Plan

The FY2026 Budget represents a proactive approach to governance at the City, focused on influencing the future rather than adapting to it. The City has adopted a Strategic Plan which outlines the vision for the City of Winter Garden's future and identifies the policies, plans and programs that represent the City's long-term priorities for achieving the vision. The budget aligns the City's resources towards the vision and ensures transparency and accountability.

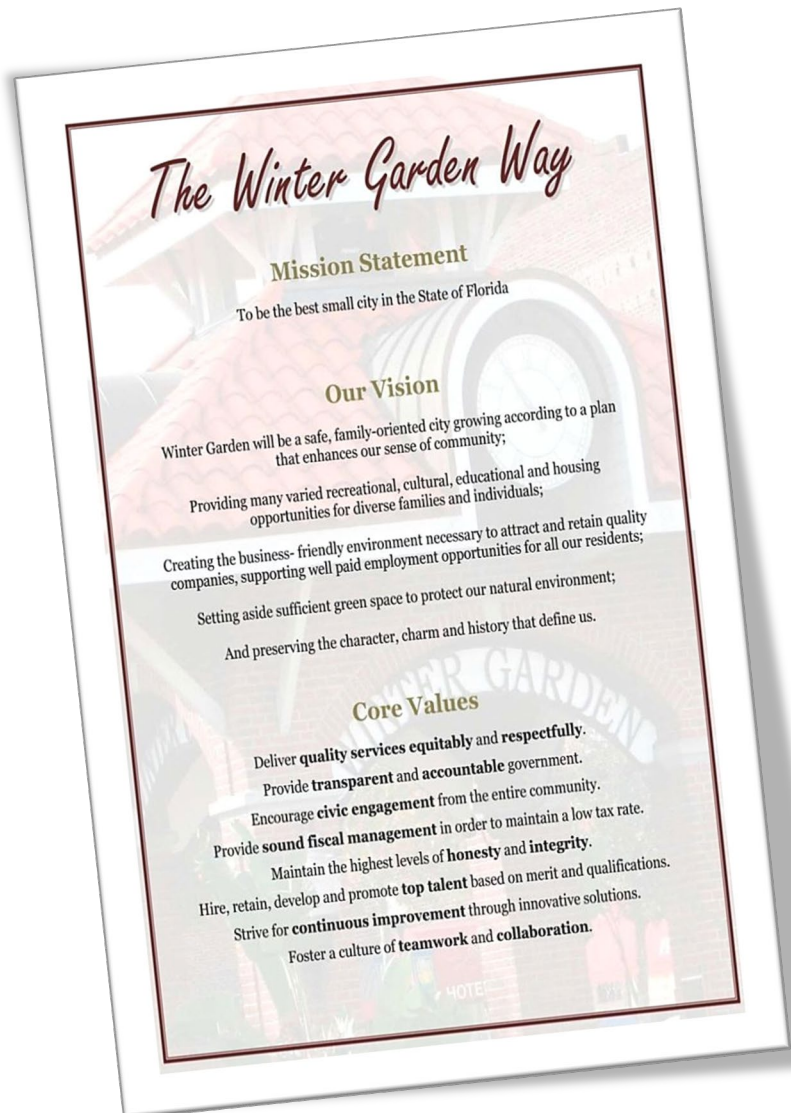
Strategic Model & Framework

The strategic model is characterized by the pyramid illustrated below. It outlines the up and down relationship flow of how the City translates the culmination of mission, vision, core values and strategic priorities into actionable initiatives which result in business plans and operating plans at the department level. Strategic priorities are typically 10-20 years in focus, business plans are 2-5 years in focus and operating plans are 1-2 years in focus. The annual execution of the broader long-term strategies occurs at the operating level through daily service activities and is validated against stretched performance targets or benchmarks. There are three levels to this model which begin with the long-term directional level, followed by the intermediate business planning level and then the short-term operating planning level. The City's mission and vision propositions should always drive the operational activities and these activities should also in turn relate back to the mission and vision propositions.



Mission, Vision and Core Values

The Winter Garden Way is the City's directional map and foundational philosophy that provides both a narrative and picture of what the desired outcome of success will look like for citizens and residents. It is, therefore, citizen-inspired and fully reflects the expectations of the community based on feedback inputs from the citizen survey, focus groups, stakeholder interviews and town hall meetings. The mission to be *the best small city in the State of Florida* is bold and ambitious, but it sets the tone for leadership, service and performance excellence throughout the City. The vision elements highlight and convey the tangible essence of the City's destination profile and further define the targeted landmarks of accomplishments. Finally, the City's core values outline the key guiding principles that function as the driving force towards the mission promoting the highest standard for professional and ethical behavior.



City Strategic Priorities

The long-term strategic priorities are the bridges that connect *The Winter Garden Way* to each Department's business and operating plans, such that, the strategic priorities become both a compass and a way of life throughout all service areas. The departmental business plans for the upcoming year can be found in the department breakout section of this document.

Along with the *Winter Garden Way*, there are also *nine* primary strategic priorities that were carefully determined from an analysis of various community stakeholders. This included feedback from the citizen survey, resident focus groups, business leader interviews, elected official interviews, a town hall meeting as well as a planning workshop. The goals are not in any particular order since each goal is felt to be equally important to the quality of life in Winter Garden. Accompanying each priority is a list of *target areas* to address as well as the *key initiatives* for achieving them. Below is a list of the City's *nine* primary strategic priorities:

- Improve and Maintain Mobility
- Ensure a Safe Community
- Encourage a Thriving Economy
- Protect the Sense of Community
- Preserve the Natural Environment
- Provide an Attractive Community
- Provide Recreation, Arts and Culture
- Support Education and Learning Opportunities
- Maintain Quality Services and Infrastructure

In addition to the nine priorities listed above, the City's *eight* core values identified in *The Garden Way* also serve as secondary priority areas for departments, particularly, the internal services areas that have indirect service contact with citizens. Due to the nature of such departments, for instance Finance, that mostly provide support services to other major areas, some core values

were more of a natural fit for the department’s core functions, and thus, made the use of the City’s core values suitable as a secondary strategic priority.

FY2026 Departmental Strategic Priorities & Goals

The City of Winter Garden is committed to offering the best services to its citizens and local businesses. As part of our annual budget process, each department is tasked with setting performance management goals for their respective areas that are aligned with the previously identified City strategic priorities, targets and key initiatives. Below is a summary of the FY2026 department goals aligned by the City’s primary and secondary strategic priorities. For more details, please see the *Expenditures* section of this budget document for each department’s business plan including targeted objectives and key performance indicators.

STRATEGIC PRIORITIES & GOALS

ENSURE A SAFE COMMUNITY

Direct police presence around property and personal crimes to provide a high sense of citizen safety while equally ensuring community protection and readiness for fire, medical and disaster emergencies.



FIRE & RESCUE

Protection and preservation of life and property



POLICE

Ensure high sense of safety for all residential and business communities and throughout downtown

ENCOURAGE A THRIVING ECONOMY

Encourage a sustainable thriving economy that maintains a prosperous downtown and attract high-paying local jobs from targeted business segments.



COMMUNITY DEVELOPMENT

Facilitate thorough plan review process while ensuring high quality development throughout the City

Annex unincorporated enclaves to ensure efficient, consistent and cost effective services for all residents

BUILDING

Speedy and quality turnaround service during plan review, permitting and inspection processes



ECONOMIC DEVELOPMENT

Provide a business-friendly environment that creates desirable and successful businesses

Foster entrepreneurship and empower business start-ups to bolster commerce

Encourage, enable, and preserve a vibrant downtown and commercial districts, which in turn creates a thriving City

PROTECT THE SENSE OF COMMUNITY

Protect the history and small town character of Winter Garden to preserve a shared sense of charm and community.



ECONOMIC DEVELOPMENT

Cultivate a sense of community pride, connection and involvement

PROVIDE AN ATTRACTIVE COMMUNITY

Keep the City and its gateway corridors attractive, desirable and clean.



COMMUNITY DEVELOPMENT

Improve and preserve the aesthetics and community charm throughout the City



EXECUTIVE

Achieve a high quality of life for all citizens by nurturing and sustaining a desirable community



PARKS & RECREATION

Develop and sustain beautiful park, pedestrian and landscape areas

PROVIDE SOUND FISCAL MANAGEMENT

Preserve the trust of our citizens through smart, accountable and disciplined management of the City's fiscal affairs.



FIRE & RESCUE

Contain and control Fire Department's overtime cost



FISCAL MANAGEMENT

Submit balanced budget within appropriate parameters to maintain low tax rates



PUBLIC SERVICES: Wastewater & Reclaimed Water

Control Waste Water Plant Operating & Maintenance Cost within parameters



HUMAN RESOURCES

Reduce healthcare costs to the City



PUBLIC SERVICES: Administration

Provide alternative funding for City capital improvement projects



PUBLIC SERVICES: Water Treatment & Pumping

Control Water Treatment Plant Operating & Maintenance Cost within parameters

PROVIDE TRANSPARENT AND ACCOUNTABLE GOVERNMENT

Uphold the sacred public trust in City government affairs by ensuring responsive accessibility and visibility to information.



CITY CLERK

Improve access, retention, and integrity of City records

PRESERVE THE NATURAL ENVIRONMENT

Protect the natural environment and enhance the footprint of green spaces.



COMMUNITY DEVELOPMENT

Safeguard natural land areas and green spaces throughout the City



PARKS & RECREATION

Rehab, restore and protect passive green space throughout the City



PUBLIC SERVICES: Wastewater & Reclaimed Water

Ensure Waste Water Plant energy efficiency to minimize carbon footprint



PUBLIC SERVICES: Solid Waste

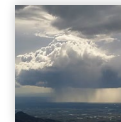
Reduce the amount of solid waste going into the landfill



PUBLIC SERVICES: Water Treatment & Pumping

Protect groundwater resources through water conservation strategies

Ensure Water Treatment Plant energy efficiency to minimize carbon footprint



PUBLIC SERVICES: Wastewater/Stormwater/Collections

Reduce pollution in Lake Apopka through cleaner streets and storm water systems

PROVIDE RECREATION, ARTS & CULTURE

Provide desirable parks, facilities, programs and events for recreation, arts and culture that cater to active and healthy lifestyles including a mixture of leisure interest for both residents and visitors.



PARKS & RECREATION

Provide a balanced variety of quality parks, facilities, recreational and cultural experiences

SUPPORT PUBLIC EDUCATION & LEARNING OPPORTUNITIES

Support elevating the quality of K-12 public education and attract as well as broaden community opportunities for institutions of higher and advanced adult learning.



EXECUTIVE

Actively engage and support local K-12 students and families through diverse learning opportunities

RECRUIT, DEVELOP AND RETAIN TOP TALENT

Maximize productivity by acquiring and retaining talent that best matches the City's organizational needs.



HUMAN RESOURCES

Recruit and select high quality candidates for all positions

Increase development opportunities for City employees

Improve productivity of workforce

MAINTAIN QUALITY SERVICES & INFRASTRUCTURE

Vigilantly provide and ensure a network of high quality services and infrastructure for all parts of Winter Garden.



PUBLIC SERVICES: Engineering

Ensure timely and within budget completion of all planned Capital Improvement Projects annually

Proactively safeguard engineering design standards on all infrastructure installations in the City



PUBLIC SERVICES: Wastewater & Reclaimed Water

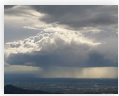
Improve and maintain odor controls at wastewater treatment facility

Reduce Fats, Oils and Grease from the wastewater stream through industrial pretreatment public education

More environmentally friendly City with a focus on reducing ground water withdrawals

Minimize equipment failure through proactive maintenance

Prolong Waste Water Plant asset and equipment life and minimize failures



PUBLIC SERVICES: Wastewater/Stormwater/Collections

Prolong the service life of the City's infrastructure through timely maintenance

Reduce flooding incidents thereby reducing citizen stormwater complaints



PUBLIC SERVICES: Water/Reclaimed Distribution & Streets

Maintain optimal water pressure levels and minimize water service interruptions for residents



PUBLIC SERVICES: Water Treatment & Pumping

Raise consumer confidence in the City's drinking water

Prolong Water Treatment Plant asset and equipment life and minimize failures

IMPROVE AND MAINTAIN MOBILITY

Create and maintain a network of highways, roads, multi-purpose paths and transportation alternatives that make uncongested links to all parts of Winter Garden including downtown.



COMMUNITY DEVELOPMENT

Improve and facilitate safe bicycle, pedestrian, and vehicle mobility throughout the City



PUBLIC SERVICES: Water/Reclaimed Distribution & Streets

Improve pedestrian infrastructure, bicycle and automobile transportation

DELIVER QUALITY SERVICES EQUITABLY & RESPECTFULLY

Ensure the highest level of customer service excellence in all situations for all stakeholders.



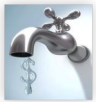
FACILITIES MANAGEMENT

Provide “best in class” customer service through prompt responses and timely completions of corrective and preventive maintenance work orders



FISCAL MANAGEMENT

Deliver high levels of service in all fiscal needs when supporting departments and employees



UTILITY BILLING

Provide a responsive and consistent Utility Billing service experience



FLEET MANAGEMENT

Maximize Fleet asset use and longevity through timely preventive and corrective maintenance



INFORMATION TECHNOLOGY

Enable staff to maintain high levels of productivity when using technology to provide services to the community and throughout the City

High performing hardware and software systems that enable productivity and service delivery



EXECUTIVE

Deliver excellent customer service experience to all citizens & residents at every contact point



HUMAN RESOURCES

Achieve a productive and safe workplace

Excellent and professional HR service experience to all employees and departments



PUBLIC SERVICES: Administration

Ensure safety in all Public Services areas through training and accountability

Prompt and responsive telephone customer service experience on all Public Services inbound calls



COMMUNITY DEVELOPMENT

Provide excellent and responsive customer service to all developers, contractors & residents

FOSTER A CULTURE OF TEAMWORK AND COLLABORATION

Cultivate a productive environment that inspires valued and high performing employees.



SHARED GOAL BY ALL DEPARTMENTS

Promote a high performing organization

LONG RANGE FINANCIAL PLANNING

The City of Winter Garden continues to monitor community characteristics relating to development, provisions of services, environmental protection and governmental activities to meet the goals and objectives of the City's Comprehensive Plan. Since 1998, the City's area has increased by approximately 3.5 square miles through annexation of surrounding unincorporated areas and has undergone rapid growth in recent decades, increasing from 6,789 in 1980 to 14,251 in 2000. The population for 2020 was 48,469, an increase of approximately 240% in 20 years. The current population is 52,619 as of 2025-2026 estimates.

The Financial Management utilizes modeling tools to project revenues and expenditures at least five (5) years into the future. In creating these projections, staff utilizes all available information, including current and projected micro and macro-economic data, historical trends for specific revenues and expenditures, legislative changes, and input from staff regarding long-term operating plans. The results equip the City's leaders with the information necessary to make good decisions today that are also prudent for the long-term financial health of the city. Projections are updated several times throughout the budget process and any time a significant change occurs to the inputs influencing the projections. Scenario based projections are also produced to illustrate the financial impacts of competing choices.

We analyze the trend and growth projections for population, taxable values and utility accounts to help determine governmental and enterprise revenues for both operating revenues and impact fees from new growth. Below is a five year growth projection of population based on actual historical trends and market outlook which have a direct correlation to the ad valorem property taxes and enterprise operating revenues.

FIVE YEAR GROWTH PROJECTION

	Prior Year	Current Year	Projection				
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Population	51,495	52,069	52,619	52,882	53,147	53,412	53,679
Growth Rate	1.4%	1.1%	1.1%	0.5%	0.5%	0.5%	0.5%
Taxable Value (000's)	5,570,212	6,087,969	6,556,323	6,884,139	7,159,504	7,374,290	7,558,647
Growth in Taxable Value	12.8%	9.3%	7.7%	5.0%	4.0%	3.0%	2.5%
Utility Growth Assumptions							
Annual Irrigation Sales							
Accounts (at year end)	9,954	9,979	10,004	10,024	10,044	10,064	10,084
Total Gallons Used (000's)	1,983,494	1,988,453	1,993,424	1,997,411	2,001,406	2,005,408	2,009,419
Avg Gallons per Account	17	17	17	17	17	17	17
Annual Water Sales							
Accounts (at year end)	17,164	17,207	17,250	17,288	17,322	17,357	17,392
Total Gallons Used (000's)	1,595,720	1,599,709	1,603,709	1,607,237	1,610,451	1,613,672	1,616,899
Avg Gallons per Account	8	8	8	8	8	8	8
Annual Sewer Sales							
Accounts (at year end)	16,582	16,617	16,649	16,679	16,707	16,735	16,768
Total Gallons Used (000's)	1,285,731	1,288,347	1,290,677	1,292,818	1,294,768	1,296,718	1,300,091
Avg Gallons per House Hold	6	6	6	6	6	6	6
Solid Waste Growth Assumptions							
Accounts (at year end)	16,610	16,718	16,718	16,751	16,785	16,819	16,852
Stormwater Growth Assumptions							
Accounts ERUs (at year end)	16,775	16,922	16,922	16,956	16,990	17,024	17,058

Long-range planning is an integral part of City's Capital Improvements Program. A significant amount of effort by staff is put into ensuring that all projects in the five-year capital plan are fully funded from beginning to end in order to prevent mid-construction delays or stoppages. Projects are not submitted for inclusion in the capital plan if they cannot be fully funded or if the resulting operating costs cannot be paid for. Planning in this area relies on financial modeling as described above, as well as close coordination with project managers to verify project budgets and timelines. More detailed information on the five year Capital Improvement Program can be found in the CIP section of this document.

PROJECTION ASSUMPTIONS FY 2026 - 2030

	FY 2026 Budget	Five Year Forecast 2026-2030
GOVERNMENTAL REVENUES		
Ad Valorem Taxes	Millage (4.8565 mills) on tax base of \$6.538 billion per Tax Appraiser. Assumes 95% collections of gross revenues	Increase in asessed value of going down from 7.4% to 2.5% gradually including new construction
Utility Taxes	6.3% growth due to increase in charges for service water/sewer rates	Continued growth as revenues increase due to rate increase per ordinance 25-24
Franchise Fees	Based on YE 2025 revenue	Capped at 3% Annual Growth increase
Communication Service Tax	Estimated by the State Office of Economic and Demographic Research	No increase allowed through 2030
Intergovernmental Federal/State/County/Other	Based on YE 2025 revenue and trend and economic forecasts	No growth based on three year history
Fines & Forfeitures	Based on YE 2025 revenue	Minimal growth based on three year history
Permit Fees		
Building Permits	Based on department projection	Building Projections and Trending
Other Permit Fees	Based on YE 2025 revenue	Population Growth Rate
Land Development Fees	Based on YE 2025 revenue	Population Growth Rate
Public Works Inspections	Based on YE 2025 revenue	Population Growth Rate
Licenses		
Business Tax Receipts	Based on YE 2025 revenue and trend and economic forecasts	Population Growth Rate
Charges for Services		
Recreation	Based on detail of revenues by program	Reviewing charges to recover cost of service
Building Leases	Based on YE 2025 revenue	No increase projected to be conservative
Rentals	Based on YE 2025 revenue	No increase projected to be conservative
Miscellaneous	Based on YE 2025 revenue	No change projected
Impact Fees	Based on Bulding projections times rate	Building Projections and Trending
Interest	Based on YE 2025 revenue	Flat over five years
ENTERPRISE REVENUES		
Water	Rate increase is equal to 20% increase per ordinance	Rate increase per ordinance
Wastewater	Rate increase is equal to 20% increase per ordinance	Rate increase per ordinance
Garbage	Rate increase is equal to CPI index 2.23%	Increase only in anticipated customer growth rate, projected CPI increase 3%
Stormwater	No rate increase	Increase only in anticipated customer growth rate
EXPENDITURES		
Personnel Expenses	Staffing levels frozen, benefit increases based on economic data; increased Fire wages 7.5% per CBA	3% cost of living increases; 10% medical benefits increase; adhere to Police and Fire Collective Bargaining Agreements
Operating Expenses	Zero-based budgeting	2-3% growth by type of operating expense
Capital Outlay & Operating Impacts	Assumes only finishing projects currently in progress and those in the five-year CIP	Assumes only finishing projects currently in progress and those in the five-year CIP
Debt Service	Per debt service schedule	Per debt service schedule

BUDGET STRUCTURE

BUDGET GUIDES

—

BUDGET ADOPTION & MODIFICATION

—

BUDGET POLICY, PROCESS & PREPARATION

—

FY 2026 BUDGET CALENDAR

—

METHOD OF BUDGETING

—

FY2026 BUDGET ASSUMPTIONS

Budget Structure



WINTER GARDEN

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OVERVIEW OF THE BUDGET PROCESS

A. BUDGET GUIDES

The City's budget process is conducted within the framework of the Finance Department's fiscal policies, financial forecasts and financial trends. The budget documents serve four fundamental purposes:

Policy Document:

The budget documents contain information that allows the City Commission an opportunity to review policies and goals that address long-term concerns and issues of the City and evaluate City services.

Operations Guide:

The budget describes activities, services and functions carried out through departmental goals and objectives and continuation of performance indicators. The document includes departmental business plans and organizational layouts for the City.

Financial Plan:

The budget presents the City's fiscal resources through a process of needs analysis, service delivery priorities and contingency planning. The document includes the current and long-term debt obligations, and a 5-Year Capital Improvement Plan.

Communications Device:

The budget seeks to communicate summary information, including an overview of significant budgetary issues and trends, to aid the reader in interpreting the documents. It describes the process for preparing, reviewing and adopting the budget for the fiscal

year. The document has been drafted with the goal of providing information that will be valuable and understandable to the average reader.

The City Commission has adopted a number of policies that are designed to guide the budget preparation. The powers and responsibilities of the Commission and the City staff are listed below.

Powers of Commission

Except as otherwise provided in the Charter, all powers of the City and the determination of all matters of policy are vested in the City Commission.

Without limitation of the foregoing, the City Commission has the power to:

- 1) Be the judge of the election and qualification of its own members;
- 2) Authorize the issuance of bonds; revenue certificates, and other evidence of indebtedness;
- 3) Adopt and modify the official map of the city;
- 4) Provide for an independent audit;
- 5) Pass ordinances and laws for the preservation of the public peace and order, and impose penalties for the violation thereof; provided that the maximum penalty to be imposed shall be a fine of not more than five hundred dollars (\$500.00) or imprisonment for a period of time not longer than sixty (60) days;
- 6) Deal with any property of the city, both real or personal, or mixed in any manner the Commission may see fit to do in accordance with the general powers of the City;
- 7) Provide rules and regulations for all purchases and sales made for and on behalf of the City;
- 8) Appoint, remove, and fix the compensation of the City Manager, City Attorney, City Auditor, City Clerk, and a Certified Public Accountant to perform the annual audit;
- 9) Appoint advisory boards to serve without compensation;

- 10) Establish by ordinance, the conditions upon which subdivisions and other areas may be annexed by the City;
- 11) Exercise any right of authority given or permitted by the Constitution and the laws of the State of Florida to city commissions consistent with or in addition to the provisions of the revised Charter;
- 12) By order of the City Commission, those officers listed in paragraph (8) above who are indicted for a felony will be suspended from office, without pay, until acquitted and the office filled by appointment for the period of suspension. By order of the City Manager, any other municipal officer or employee indicted for a felony will be suspended from office, without pay, until acquitted and the office filled as hereinbefore provided for the period of suspension.

Responsibilities of City Commission

- 1) To be responsive to and represent the wishes of the citizens;
- 2) To establish goals and priorities through approval of objectives, plans, and budgets;
- 3) To consider, evaluate and establish laws, policies, regulations and procedures.

The Responsibility of the City Manager

- 1) To implement the goals of the City Commission;
- 2) To suggest objectives, plans, and budgets for approval by the City Commission consistent with approved goals;
- 3) To implement City Commission approved objectives, plans and budgets;
- 4) To provide the City Commission with adequate, competent information and professional recommendations upon which the Commission may rely in making decisions and to refrain from criticism of those decisions once made;
- 5) To manage the day-to-day affairs of City government;
- 6) To suggest to the Commission new laws, regulations, and policies or modifications to existing ones.

Fiscal Policy Statement

The City has an important responsibility to its citizens to correctly account for public funds, to manage municipal finances wisely, and to plan for adequate funding of services desired by the public. With the change in federal policies toward local government and the rate of growth in our area, the City needs to ensure that it is capable of adequately funding and providing local government services needed by the community.

Sound fiscal policies that are realistic and consistent provide useful guidance for the long-term programming of services and facilities. They also provide a set of assumptions under which budget and tax decisions should be made. While established for the best management of governmental resources, generally accepted fiscal policy also helps set the parameters for government's role in the broader economy of the community.

The development of the budget is guided by the following laws and objectives:

- The budget must be balanced for all funds. Total anticipated revenues must equal total estimated expenditures for each fund. (Section 166.241 of Florida Statutes requires that all budgets be balanced).
- The City will not levy ad valorem taxes against real and tangible property in excess of 10 mills with the exception of voted levies. (Section 200.081 of Florida Statutes places this millage limitation on all Florida municipalities).
- The City will budget 96 percent of anticipated gross ad valorem proceeds to provide an allowance for discounts for early payment of taxes. (Section 200.065 of Florida Statutes states that each taxing authority shall utilize not less than 95 percent of the taxable value.)
- All operating funds are subject to the annual budget process and reflected in the budget document.
- The enterprise operations of the City are to be self-supporting meaning current revenues will cover current expenditures including debt service.

- The City will coordinate development of the capital improvement budget with the development of the annual operating budget. Each capital improvement project is reviewed for its impact on the operating budget in terms of revenue generation, additional personnel required and additional operating expenses.
- The guideline and goal for the General Fund fund balance is to have 30% reserves in case of emergencies.

B. BUDGET ADOPTION AND MODIFICATION

The City Commission annually adopts, by ordinance, a balanced budget for all funds of the City, whereby budgeted revenues equal budgeted appropriations within each fund. Budgetary authority is legally maintained at the fund level. Amendments to the adopted budget can occur at any time during the fiscal year through action of the City Commission or the City Manager in the following manner:

- 1) **Budget Amendments:** Fund revenue and expenditure amounts may be increased or decreased by formal action of the City Commission following proper public notice as specified in Chapter 129.03(a) of the Florida Statutes. Amendments to adopted budgets normally result from either: (a) the desire to recognize an unanticipated excess amount of an anticipated revenue; or (b) the unanticipated decrease of an anticipated revenue. The purpose of the amendment process is to adjust fund amounts to reflect the level of revenues reasonably anticipated to be received and to balance expenditures to these revenues in accordance with state law and sound fiscal practices.
- 2) **Budget Transfers:** Operating unit budgets may be amended by formal transfer action. Budget transfers, which are intrafund in nature, may be approved by the City Manager. A record of such intrafund transfers is maintained by the Finance Department. Budget transfers, which are interfund or involve fund reserve distributions, must be reviewed and formally approved by the City Commission prior to execution.

Additions to approved positions during the budget year require City Commission review and approval. As previously delegated by the City Commission, personnel reclassifications may be approved by the City Manager.

During the fiscal year, the Finance Department coordinates an interim budget review process. All departments review revenue and expenditures to-date. A budget amendment is prepared for the City Commission to formally adopt any mid-year amendments. The formal interim budget adjustment has proven to be an effective process for the City in ensuring needs are being continually met and the operational and capital improvement plans are adequate.

C. BUDGET PREPARATION

Initial planning and analysis begins early in the calendar year with the Finance Department developing a fiscal model to project revenues and expenditures for the next fiscal year. This model provides the City with a clear vision of the level of financial control needed to develop upcoming fiscal year budgets. Based on the model's results, target expense levels for FY 2025/26 were provided to operating divisions. Those divisions were challenged to maximize services while maintaining a budget within the City's fiscal capacity.

During the FY 2025/26 budget cycle, the Finance Department made available to each department a budget manual and access to the financial accounting software so that each department's budget could be entered into the system to compare to last fiscal year actual and current fiscal year-to-date figures. This provided a helpful tool to the departments to determine a realistic budget.

Another effort to streamline the budget process included developing and presenting capital improvement budgets simultaneously with operating budgets. This provided a clear picture of the impact of capital improvements on operating budgets. It also allowed divisions to concentrate on putting a realistic business plan together for the upcoming fiscal year.

Expenditure levels to be recommended to the City Commission are determined in department meetings with the City Manager. These meetings provide each department director with the opportunity to discuss his or her budget and the programs it provides. A Commission workshop in August provides a forum for finalizing spending plans, the proposed millage rate, and policy issues. Copies of the proposed budget are distributed to department directors and made available for inspection by the general public prior to the final budget hearings in September.

Following Commission approval of the final spending plan, Finance Department staff will prepare the approved budget for distribution to departments and other interested parties. The budget for the upcoming year becomes effective October 1st and the spending plan, as authorized by the Commission, will be implemented throughout the fiscal year.

FY 2026 Budget Calendar for Departments**Event****Date**

Budget Manual sent to Departments	March 17, 2025
Budget entry access given to Departments	March 17, 2025
Receive DR 420 Forms from Property Appraiser	June 28, 2025
Personnel request forms due to HR Department	July 1, 2025
Capital Improvement Project request forms due to Finance	July 1, 2025
Fleet Maintenance Vehicle Inspection forms due to Finance	July 1, 2025
All budget request to be entered into BS&A	July 1, 2025
Personnel request forms due to Finance from HR	July 1, 2025
CIP/Department Head Meetings	July 7 – 11, 2025
Commission Sets Proposed Millage Rate	July 24, 2025
Send in DR 420 Forms to Property Appraiser	July 25, 2025
FTE and Organization Charts due to Finance Department	August 1, 2025
Performance Measurements due to Finance Department	August 1, 2025
Budget Workshop	August 28, 2025
1 st Public Hearing	September 11, 2025
2 nd Public Hearing	September 25, 2025
Send in Adopted Ordinance to PA, DOR and Tax Collector	September 26, 2025
Complete and Deliver Form DR422 and TRIM Package	When received

D. METHOD OF BUDGETING

Budgetary Basis

The City adopts budgets for all Governmental Funds and Fiduciary Funds on a modified accrual basis. The budgets for Proprietary Funds are adopted on an accrual basis. However, depreciation expense is not budgeted, whereas expenditures for capital outlays are budgeted. These outlays are capitalized into fixed assets and eliminated from the results of operations on a Generally Accepted Accounting Principles (GAAP) basis.

Fund balance allocations (residual unappropriated liquid assets resulting from prior years' operations) are budgeted and included as revenue or expenditure/expense on a budgetary basis but are eliminated on a GAAP basis for financial reporting.

Actual expenditures for the past fiscal year, along with the original and amended budget for the current fiscal year, and a proposed budget for the upcoming fiscal year are listed for each department and division of the City. The amended budget column reflects all budget amendments approved by the City Manager or the City Commission through August 2025. The 2025/26 budget column includes recommendations for the upcoming fiscal year. These recommendations reflect expenditures proposed by the various City departments as modified by the City Manager. Information on proposed capital expenditures is illustrated in both the Capital Outlay and the Five-Year Capital Improvement Plan sections of this document.

Fund Structure

To provide proper accountability for the different kinds of resources, "funds" are established. Each fund is isolated with its own resources, liabilities and residual balance. Funds with similar objectives, activities and legal restrictions are, for reporting purposes, placed in one of three groups:

Governmental Funds: Governmental Funds account for general governmental activities, such as law enforcement, which are largely supported by taxes and fees. They are accounted for on a “spending” or financial flow basis.

Governmental Funds include the following five fund types:

- a. The General Fund accounts for all resources not reported in other funds. Most citywide activities are accounted for in this fund.
- b. Permanent Funds account for resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the government’s programs (i.e., for the benefit of the government or its citizenry).
- c. Special Revenue Funds account for resources received from special sources, dedicated or restricted to specific uses.
- d. Debt Service Funds account for the accumulation of resources for, and the payment of, interest, principal and other costs of long-term debt.
- e. Capital Project Funds account for the accumulation and use of resources for the acquisition of major buildings and other capital facilities where a specific project is designated or required.

Proprietary Funds: Proprietary Funds account for those activities which are provided on a basis consistent with private enterprise. They are accounted for on a cost of service or “capital maintenance” basis.

Proprietary Funds include the following fund type:

Enterprise Funds account for activities, such as water and wastewater services, which are similar to those provided by private enterprise and whose costs are substantially or totally recovered from user charges or from revenue sources other than general governmental revenue.

Fiduciary Funds: Fiduciary Funds account for assets belonging to others which are under City control for administration, but are not available to support the City's own programs.

Fiduciary Funds include the following fund type:

Pension Trust Funds account for resources required to be held in trust for the members and beneficiaries of defined benefit pension plans.

Accounting Structure

The accounting policies of the City of Winter Garden (the "City") conform to accounting principles generally accepted in the United States as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting board for establishing governmental accounting and financial reporting principles. The more significant of these accounting policies are summarized below.

1. Deposits and investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. The City maintains a cash and investment pool that is utilized by all funds except those that require separate accounts. Each pooled cash fund is allocated interest on ending monthly cash balances held by the fund throughout the year.

State statutes authorize the City to invest in the State Board of Administration's (SBA) Local Government Surplus Funds Trust Fund (Florida PRIME), United States government securities, United States government agencies, federal instrumentalities, non-negotiable interest bearing time certificates of deposit, repurchase agreements, bankers' acceptances, commercial paper, state and local government taxable and tax-exempt debt, registered investment companies, and intergovernmental investment pools.

The City's investments are reported at fair value. Florida PRIME shares are based on amortized cost, which approximates fair market value. The Office of the Auditor General of the State of Florida performs the operational audit of the activities and investments of Florida PRIME.

2. *Restricted assets*

Certain resources of the Water and Sewer Utility Fund are classified as restricted assets on the statement of net position because their use is limited to the repayment of customer deposits, to capital projects to expand the capacity of the system, and to fund asset renewals and replacements. Certain proceeds of the Water and Sewer Utility Fund's loan agreements, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because their use is limited by applicable loan agreement covenants. These resources are set aside to subsidize potential deficiencies from the Fund's operation that could adversely affect debt service payments and to segregate resources accumulated for debt service payments over the next six months.

3. *Capital assets*

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the City are depreciated using the straight line method over the following estimated useful lives:

Assets	Years
Buildings	50
Building improvements	15-25
Public domain infrastructure	25-50
System infrastructure	15-25
Vehicles	5-10
Office equipment	5
Computer equipment	5

4. Long-term obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

In the fund financial statements, governmental fund types report the face amount of debt issued as other financing sources.

5. Fund balances

Fund balance is divided into five classifications based primarily on the extent to which the City is bound to observe constraints imposed upon the use of the resources in the governmental funds. The classifications are as follows:

Nonspendable: The nonspendable fund balance category includes amounts that cannot be spent because they are not in spendable form, or legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash. It also includes the long-term amount of interfund loans.

Restricted: Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or is imposed by law through constitutional provisions or enabling legislation. Enabling legislation authorizes the City to assess, levy, charge, or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation. Legal enforceability means that the City can be compelled by an external party such as citizens, public interest groups, or the judiciary to use resources created by enabling legislation only for the purposes specified by the legislation.

Committed: The committed fund balance classification includes amounts that can be used only for the specific purposes imposed by formal action (ordinance) of the City Commission. Those committed amounts cannot be used for any other purpose unless the City Commission removes or changes the specified use by taking the same type of action (ordinance) it employed to previously commit those amounts. In contrast to fund balance that is restricted by enabling legislation, the committed fund balance classification may be redeployed for other purposes with appropriate due process. Constraints imposed on the use of committed amounts are imposed by the City Commission, separate from the authorization to raise the underlying revenue; therefore, compliance with these constraints are not considered to be legally enforceable. Committed fund balance also incorporates contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

Assigned: Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, assigned fund balance represents the remaining amount that is not restricted or committed. In the General Fund, assigned amounts represent intended uses established by the City Commission. The City has not adopted a formal policy to delegate this authority.

Unassigned: Unassigned fund balance is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

The City applies restricted resources first when expenditures are incurred for purposes for which either restricted or unrestricted (committed, assigned, and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

E. FY2025-26 BUDGET ASSUMPTIONS

The City of Winter Garden continues to monitor community characteristics relating to development, provisions of services, environmental protection and governmental activities to meet the goals and objectives of the City's Comprehensive Plan. Preparation of the operating budget is one of the City's most critical undertakings. A superior planning tool year after year is the result of consistent, repeatable, and explainable methods in developing the budget. While most of the attention is given to the appropriations side of the budget, critical policy decisions are influenced by levels of available resources which are the product of annual revenue estimates or projections.

In order to produce consistent and defensible revenue estimates, avoid an unhealthy dependence on a single economic or future growth point of view, and address inevitable pressures to expand near term resource availability through overly aggressive revenue assumptions, the City has adopted the following practices for revenue projections.

1. Develop schedules for each continuing revenue source for the next 10 fiscal years.
2. Calculate both a five and ten year trend that is the basis for the subsequent year estimate.
3. Identify and evaluate known conditions for the trend line period that may lessen or strengthen the predictive nature of both trend calculations, or cause one of the two trend calculations to be more indicative of future short term performance.
4. Gather, document, and evaluate other information that may influence the assumptions used in making the revenue estimate. Other sources might include:
 - a. Revenue estimates or economic forecasts prepared by the state or federal government entity.
 - b. Private sector entities, such as public utilities or communications companies, whose operations might impact revenues estimates.
 - c. Other local governments.
 - d. City of Winter Garden operating departments.
5. Document relative accuracy of historical budget estimates as compared to historical realization, specifically prior year budget estimates as compared to current year revenue realization, and determine if estimation methods need to be modified.

The process above positions the finance department to make its preliminary revenue estimate. The preliminary estimates are then evaluated collectively by the Finance Director and the City Manager. Upon agreement, the recommended revenues are included in the budget package for City Commission consideration.

The FY 2025-26 Revenue and Expenditure budget assumptions are as follows:

Revenues:

- Increase to the City millage rate, from 4.5000 to 4.8565.
- All revenues except for non-operating revenues, internal service funds, and grant funds include the 5.0% statutory deduction required by Florida Statutes.
- The budget for state-shared revenues, including sales tax revenue, was prepared based on year-to-date actual figures and various economic and legislative assumptions.

Expenditures:

- **Personnel Services:** No new positions. Freeze all current non-public safety vacant positions. The personal services budget includes a 3% COLA for current employees. The employer contribution for the pension rates were budgeted at the amounts provided by the actuary for the employer retirement contributions.
- **Operating Expenses:** Departments were requested to submit zero-based budgets.
- **Capital Outlay:** Departments were requested to submit only critical capital outlay budget for FY 2025-26. All rolling stock purchase requests are reviewed by the City Fleet Manager.
- **Capital Improvements:** Only new or increased Capital Improvement Projects (CIP) of significant importance were considered, as well as projects necessary to maintain the City's current facilities or other assets. Please refer to the Capital Improvement Program section for the detailed five-year CIP.

The accompanying projections of revenues and expenditures demonstrate how current economic trends, coupled with the City's financial policies, may influence future cash balances and tax levies. As with any projection, known quantities, such as actual revenues and expenditures, interact with a set of key assumptions to determine a possible scenario. The number of unknowns in this analysis tends to reduce its validity in the longer term. Additionally, while this financial projection is intended to advise decision makers on the current and potential financial conditions of the City, it does not represent a legal obligation.



WINTER GARDEN

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BUDGET SUMMARY

BUDGET HIGHLIGHTS

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BUDGET OVERVIEW

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FUND BALANCE SUMMARY

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SUMMARY OF REVENUES, EXPENDITURES AND FUND BALANCE



WINTER GARDEN

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CITY OF WINTER GARDEN

FY 2026 BUDGET HIGHLIGHTS

The City of Winter Garden's proposed FY 2026 budget totals \$180M, it was developed with a focus on fiscal discipline and sustainability. The budget is built on zero-based budgeting, freezes vacant non-public safety positions, and limits capital to essential infrastructure and equipment needs.

Over the recent years, demand for services has steadily increased, particularly in public safety, roadway usage, recreation and green space. The FY 2026 budget strategically allocates resources to sustain these priorities while balancing the challenge of slower revenue growth compared to rising expenditures costs. To preserve service levels, the budget recommends a modest increase to the ad valorem millage rate, following a thorough review of cost-saving measures.

General Fund revenues are projected at \$70.3 million, a 7.4% increase over FY 2025, supported by rising property values and a proposed millage rate increase from 4.5000 to 4.8565. This adjustment is expected to generate an additional \$2.2 million in recurring revenue, helping to fund law enforcement, fire rescue, roadway maintenance, and parks. With this plan, the City delivers a balanced budget that maintains superior services, invests in community priorities, and upholds prudent financial stewardship.

TOTAL REVENUES & OTHER FINANCING SOURCES	
General Fund	\$70,303,710
Special Revenue Fund	\$7,597,578
Enterprise Funds	\$62,183,254
Fiduciary Funds	\$29,017,048
Total	\$169,101,590

TOTAL EXPENDITURES & DISBURSEMENTS	
General Fund	\$68,162,125
Special Revenue Fund	\$7,380,723
Debt Service Fund	\$2,557,973
Enterprise Funds	\$96,649,978
Fiduciary Funds	\$5,099,847
Total	\$179,850,646

* the variance in the revenue to expenditures is balanced with the use of/transfer to fund balance

THREE-YEAR GROWTH PROJECTIONS

POPULATION

FY 2024: 51,495

FY 2025: 52,069

FY 2026: 52,619

GROWTH %

FY 2024: 1.37%

FY 2025: 1.11%

FY 2026: 1.06%

TAXABLE VALUE

FY 2024: 5,570,212,378

FY 2025: 6,087,968,520

FY 2026: 6,556,322,800

GROWTH %

FY 2024: 12.79%

FY 2025: 9.30%

FY 2026: 7.69%

GENERAL FUND

NON-CAPITAL

EXPENDITURES

FY 2024: 55,262,608

FY 2025: 63,193,968

FY 2026: 65,844,866

GROWTH %

FY 2024: 13.48%

FY 2025: 14.35%

FY 2026: 4.19%

2026 BUDGET HIGHLIGHTS

MAJOR REVENUE SOURCES FOR THE GENERAL FUND

Total budgeted revenues for the General Fund are projected to be \$70.3 million, an increase of \$4.9 million from budgeted revenues in FY2025. This increase in the revenues is due to the proposed increase to ad valorem tax revenues. Certified taxable property values rose 7.7% from last year. At the current millage rate of 4.5000, ad valorem revenues would generate \$28 million which is a \$1.7 million increase to ad valorem tax revenues. The 0.3565 increase to the millage rate would bring an additional

\$2.2 million in new revenue.

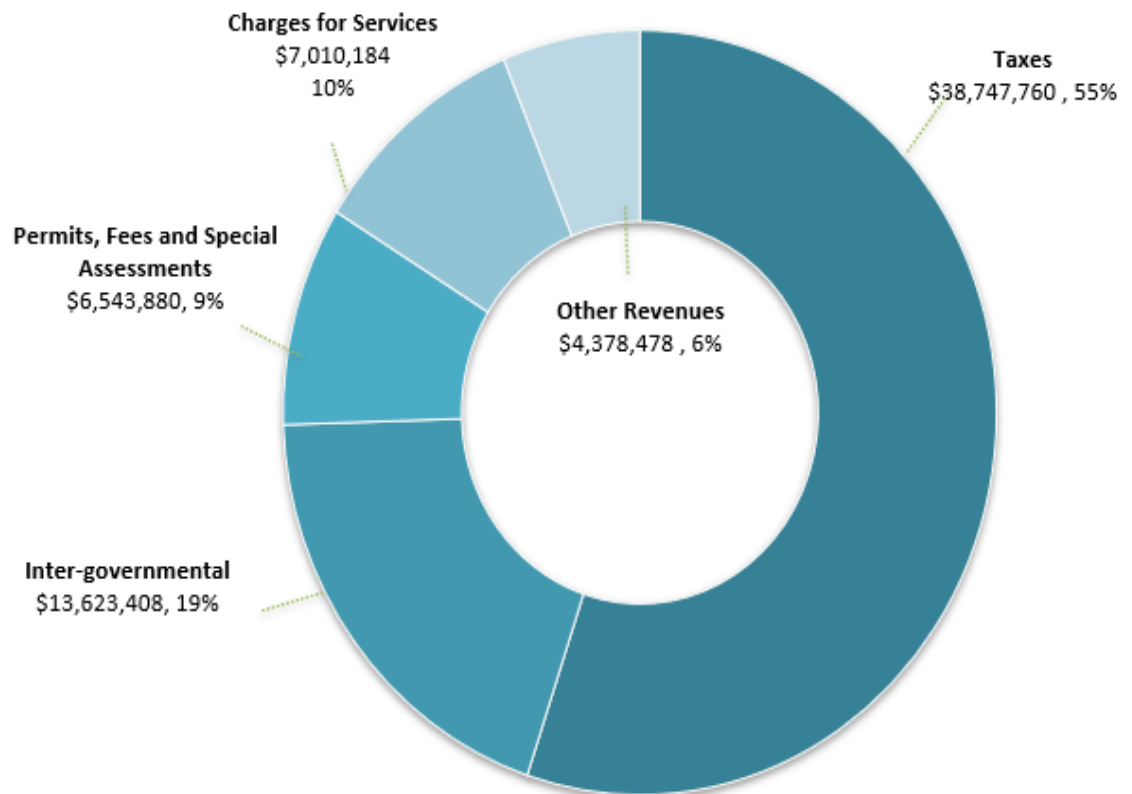
These funds will be used for an array of government services including public safety, cyber security, parks and recreation and transportation.

Intergovernmental revenues are generated from the Half Cent Sales tax and State Revenue sharing which play an integral part in the City's revenue mix as they are used to fund a variety of services and projects. Sales tax generally moves with the economy, it is pro-

jected to remain flat at \$9.6 million and the state sharing revenue is projected to decrease from \$3.7 million to approximately \$3.6 million. Utilities taxes and franchise fees are projected to increase 2.9% from \$10.58 million to \$10.89 million. Permits, fees and special assessments are projected to remain flat at \$6.5 million. Charges for Services are projected to decrease from \$7.8 million to \$7 million due to the uncertainty of red-light camera revenues.

GENERAL FUND

REVENUES BY SOURCE



TOTAL: \$70,303,710

2026 BUDGET HIGHLIGHTS

GENERAL FUND OPERATING BUDGET

Key expenditure guidelines include:

- ◆ Zero-based budgeting for all operating expenditures
- ◆ No new positions (Freeze vacant non-public safety positions)
- ◆ Capital requests limited to critical needs

The FY 2026 General Fund expenditures budget totals \$68.2 million, a 2.7% increase over FY 2025, reflecting higher personnel and operating costs offset by reduced capital spending. Public safety remains the largest category at \$38.6 million, or 57% of the budget, followed by general government (\$9.7 million), culture and recreation (\$6.1 million), and physical environment services (\$4.5 million). This distribution underscores the critical role of recurring revenues such as ad valorem revenues, to sustain core services that residents and businesses rely on daily.

Like many municipalities, Winter Garden faces raising costs from inflation effects, health insurance, labor pressures, and the need to replace critical public safety equipment and vehicles. The City has responded with a disciplined approach: zero-based budgeting, freezing non-public safety positions, and limiting capital requests.

Personnel remains the largest expenditure for the General Fund at \$43 million which is 64% of the budget, including cost-of living adjustments, collective bargaining commitments, higher insurance premiums, and pension funding.

Departmental highlights include continued investments in public safety, cybersecurity, and facility maintenance, while recreation and economic development funding is maintained at prior-year levels. The City also maintains strong reserves, with an unassigned fund balance of \$13.8 million, or 20% of expenditures.

The FY 2026 Recommended Budget positions Winter Garden to deliver high-quality services, supporting long-term fiscal health, and sustain the community's reputation as a thriving, well-planned city.

General Fund Expenditures by Function	FY2024 Actual	FY2025 Budget	FY2026 Budget	Change	% Change
General Government	\$8,326,035	\$8,953,918	\$9,707,085	\$753,167	8.4%
Public Safety	\$31,745,780	\$37,895,640	\$38,564,090	\$668,450	1.8%
Physical Environment	\$4,450,129	\$4,300,013	\$4,540,730	\$240,717	5.6%
Transportation	\$3,267,970	\$3,105,471	\$3,175,057	\$69,586	2.2%
Economic Environment	\$1,140,629	\$1,468,814	\$1,337,051	-\$131,763	-9.0%
Human Services	\$248,865	\$285,825	\$391,077	\$105,252	36.8%
Culture & Recreation	\$6,419,773	\$6,111,959	\$6,064,738	-\$47,221	-0.8%
Transfers Out	\$4,164,317	\$4,259,700	\$4,382,297	\$122,597	2.9%
Total General Fund Expenditures	\$59,763,498	\$66,381,340	\$68,162,125	\$1,780,785	2.7%

FY 2025/2026 BUDGET OVERVIEW

This proposed budget seeks to balance the need to maintain essential services, invest strategically in community priorities, and exercise prudent financial stewardship.

Over the past several years, the City of Winter Garden has experienced a steady increase in demand for services – ranging from enhanced public safety, greater roadway usage, expanded recreational opportunity, and the desire for more usable green space. The fiscal year 2026 budget addresses these priorities by strategically allocating resources to sustain and strengthen services in public safety, roadway maintenance, and parks infrastructure.

At the same time, the City is facing the challenge of operating revenues growing at a slower pace than operating expenditures. To preserve current levels of service, the FY 2026 budget recommends securing additional recurring revenues through an increase in ad valorem taxes. Before advancing this recommendation, staff carefully reviewed all opportunities for cost savings, including freezing vacant positions and approving only essential capital requests.

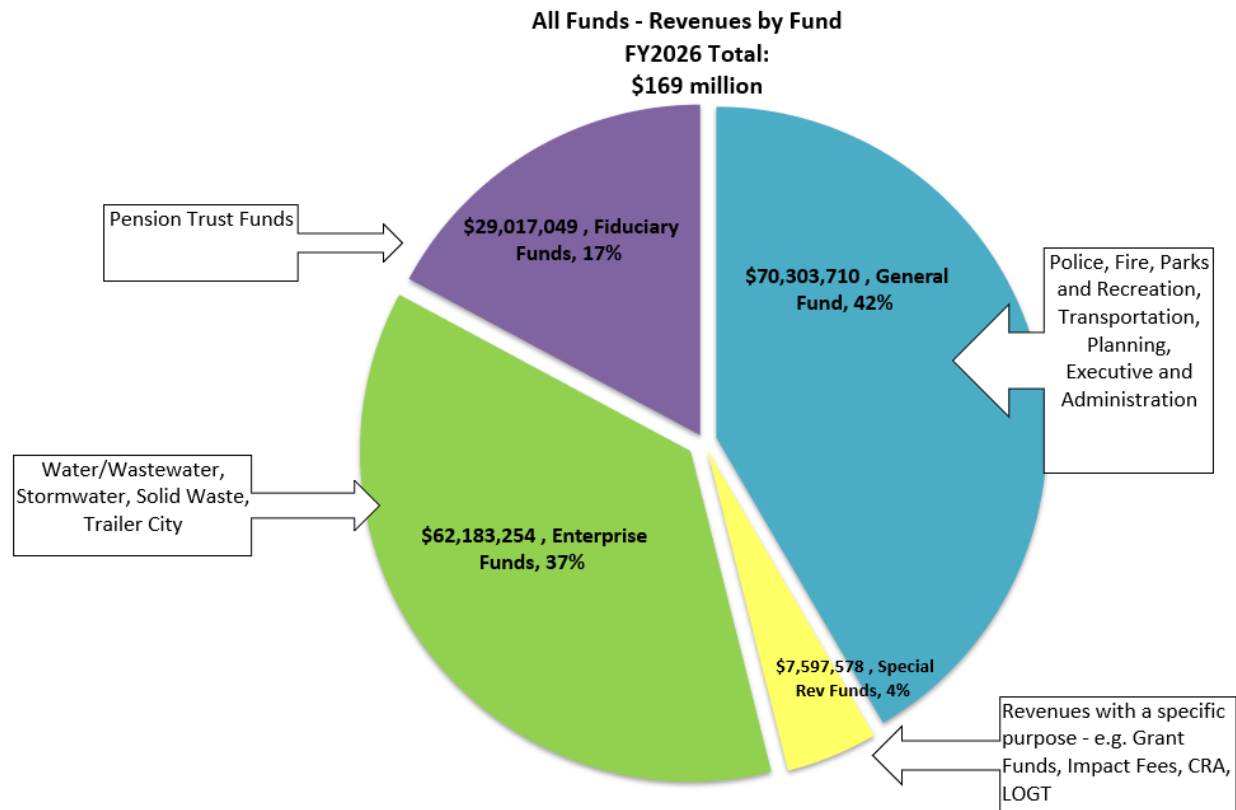
Budget Development Guidelines

The FY 2026 budget was developed in alignment with available economic data and City priorities, using the following guidelines:

- Zero-based budgeting for all operating expenditures, with increases allowed only when justified.
- No new positions; vacant non-public safety positions to remain frozen.
- Capital requests limited to critical infrastructure and equipment needs.

Revenues

The following chart illustrates the City's budget revenues for the fiscal year 2026.



General Fund Revenues

General Fund revenues are projected at \$70.3 million, an increase of \$4.86 million (7.4%) compared to FY 2025. This projection includes a recommended increase in the millage rate from 4.5000 to 4.8565.

Certified taxable property values have risen to \$6.65 billion, a 7.7% increase from last year. At the current millage rate of 4.5000, ad valorem revenues would generate approximately \$28.0 million. The proposed 4.8565 rate would generate about \$30.2 million, adding \$2.2 million in new revenue. These funds will support law enforcement, fire rescue, road maintenance, parks and recreation programs, and administrative services.

Other major General Fund revenue streams include:

- Local Government Half-Cent Sales Tax: projected to remain flat at \$9.6 million.
- State Sharing Revenue: projected to decrease from \$3.7 million to \$3.6 million.
- Utility Taxes and Franchise Fees: projected to increase 2.9% from \$10.58 million to \$10.89 million.
- Charges for Services: projected to decrease from \$7.8 million to \$7.0 million, primarily due to the removal of anticipated red-light camera revenue, which remains uncertain.
- Permits, Fees & Special Assessments: projected to remain flat at \$6.5 million.

Enterprise Fund Revenues

Enterprise funds operate like business units, funded primarily through user fees. The City's enterprise funds include Water & Wastewater, Stormwater, Solid Waste, and Trailer City.

- Water & Wastewater: In accordance with Ordinance 24-25, rates will increase 20% to support system maintenance, operations, and expansion. Major grant funding includes:
 - \$15.0 million (FDEP Water Quality Improvement Grant) for Wastewater Treatment Plant expansion.
 - \$1.75 million (State grant) for the WWTP expansion.
 - \$6.64 million (FDEP Water Quality Grant) for Teacup Springs Septic – to – Sewer conversion.
- Stormwater: Includes \$6.56 million (CDBG funding) for stormwater improvements in East Winter Garden.
- Solid Waste: Staff recommends adopting the State of Florida Public Service Commission (PSC) price index to adjust fees annually. For 2026, the PSC price index is set at 2.23%, ensuring cost recovery while avoiding rate volatility.

Expenditures

The City of Winter Garden provides a wide variety of services designed to maintain a high quality of life for residents, businesses, and visitors. The FY2026 budget was developed with a forward-looking approach, informed by recent challenges including inflationary effects, rising labor pressures, and ongoing recruitment challenges in public safety.

Key expenditure guidelines include:

- Zero-based budgeting for operating expenditures.
- No new positions (freeze vacant non-public safety positions).
- Capital requests limited to critical needs.

Personnel Costs

Personnel remains the largest component of the City's budget, with FY 2026 personnel costs totaling \$49 million for total City personnel. Recognizing that employees are the City's most valuable asset, this budget includes:

- 3% cost-of-living adjustment for all current employees.
- Collective bargaining agreement adjustments.
- 12% increase in the City's health insurance contribution.
- Pension contributions: 20.79% for general employees, 21.39% for police and fire.

General Fund

The General Fund serves as the backbone of the City's essential services, supporting fire and police protection, administrative operations, road maintenance, parks and recreation, fleet and facilities maintenance, as well as economic and human services. The FY 2026 General Fund budget totals \$68.16 million, representing a 2.7% increase (\$1.78 million) over the prior year's \$66.38 million budget. Departmental highlights are summarized below.

- General Government: Budget increases \$753k from \$8.9M to \$9.7M (+8%), driven largely by IT investments in cybersecurity and software. The General Government includes the Executive Office, City Clerk, Fiscal Management, Information Technology, Human Resources, Legal, Planning and Business Tax departments.
- Public Safety: Total budget of \$38.6M, increases \$668k, (+2%), ensuring continued investment in fire rescue and police services. Public safety is often one of the most important funding categories for citizens.
- Physical Environment: Budget increases \$241k (+5.6%) to \$4.5M, increased costs on repairs, supplies and infrastructure maintenance. The Physical Environment includes Facilities Maintenance, Fleet Maintenance, Public Services Admin and the City Cemetery.
- Transportation: Budget remains flat at \$3.1M, with an additional \$1.6M additional funding for citywide road resurfacing in the Local Option Gas Tax Fund.
- Culture and Recreation: Budget remains flat at \$6.1M. The City of Winter Garden prides itself on providing the highest level of leisure, fitness, and play through various programs and services in our parks, community center, trails, ball fields and green spaces.
- Economic Environment & Human Services: Budget remains flat at \$1.7 million, continuing support for redevelopment initiatives.

Community Redevelopment Agency (CRA)

The City's CRA designates at least 75% directed to East Winter Garden revitalization. The FY 2026 CRA budget includes \$1.6 million in initiatives:

- Habitat for Humanity's Neighborhood Revitalization program.
- Acquisition of properties in the Historic EWG Neighborhood for housing solution and streetscape right of way purposes.
- East Winter Garden Streetscape design and phased construction.
- EWG revitalization and economic development opportunities.
- Zanders Park revitalization upgrades

Enterprise Funds

The FY2026 Enterprise Fund budget totals \$96 million, an increase of \$36 million from FY2025, largely due to Water & Wastewater capital improvements.

- Utilities services operating budget is budgeted at \$44.5M, down from \$47.3M, reflecting completion of major projects budgeted in FY2025. The Utilities Renewal and Replacement fund includes \$565k in capital projects and the Utilities Construction Fund includes \$35 million in utilities capital improvement projects.
- The Stormwater Fund budget increases from \$4.7M to \$8.9M, with \$6.6M CDBG funded drainage improvements in East Winter Garden.
- Solid Waste budget decreases by \$338k, reflecting the suspension of curbside recycling, but is offset by higher tipping fees and solid waste lease capital.

Capital Budgeting

The City maintains a rolling 5-year Capital Improvement Program (CIP) to guide investment priorities. Projects for FY 2026-2030 have been aligned with available funding, focusing on infrastructure, utilities, and equipment replacement. Creative alternatives such as leasing and equipment sharing continue to be evaluated.

Fund Balance

Section 166.241 of Florida Statutes requires budgets to be balanced. Fund balances are used strategically to support specific projects or offset temporary imbalances but cannot sustainably cover structural deficits. The City maintains strong reserves to ensure financial stability, with an unrestricted fund balance equal to 20% of expenditures in FY2026 – exceeding the Government Finance Officers Association (GFOA) recommendation of two months' reserves.

**BUDGET SUMMARY BY FUND
FISCAL YEAR 2025/2026**

<u>CLASSIFICATION</u>	<u>GENERAL FUND</u>	<u>SPECIAL REVENUE FUNDS</u>	<u>DEBT SERVICE FUND</u>	<u>CAPITAL PROJECTS FUNDS</u>	<u>ENTERPRISE FUNDS</u>	<u>FIDUCIARY FUNDS</u>	<u>TOTAL</u>
CARRYFORWARD FUND BALANCE	11,171,150	36,113,467	-	972,533	86,217,697	116,570,749	251,045,596
REVENUES							
Ad Valorem Taxes at 4.8565 mils	30,277,220	-	-	-	-	-	30,277,220
Sales, Use, and Fuel Taxes	-	2,599,701	-	-	-	-	2,599,701
Utility and Service Taxes	8,197,882	-	-	-	-	-	8,197,882
Local Business Taxes	272,658	-	-	-	-	-	272,658
Permits, Fees, & Special Assessments	6,543,880	2,427,562	-	-	2,720,982	-	11,692,424
Intergovernmental Revenue	13,623,408	1,473,804	-	-	23,390,000	1,126,254	39,613,466
Charges for Services	7,010,184	-	-	-	28,231,033	-	35,241,217
Fines and Forfeitures	188,520	19,221	-	-	-	-	207,741
Interest and Other Earnings	2,882,149	1,077,290	-	-	7,637,513	21,904,829	33,501,781
Miscellaneous Revenues	1,307,809	-	-	-	203,726	5,985,966	7,497,501
Total Revenues	70,303,710	7,597,578	-	-	62,183,254	29,017,049	169,101,590
OTHER FINANCING SOURCES							
Interfund Transfers	-	1,768,846	2,557,973	-	620,540	-	4,947,359
TOTAL REVENUE & OTHER FINANCING SOURCES	70,303,710	9,366,424	2,557,973	-	62,803,794	29,017,049	174,048,949
TOTAL ESTIMATED REVENUES & BALANCES	81,474,860	45,479,891	2,557,973	972,533	149,021,491	145,587,798	425,094,545
EXPENDITURES							
General Government	9,707,085	-	-	-	-	5,099,847	14,806,932
Public Safety	38,564,090	1,161,277	-	-	-	-	39,725,367
Physical Environment	4,540,731	-	-	-	96,084,916	-	100,625,647
Transportation	3,175,057	4,519,200	-	-	-	-	7,694,257
Economic Environment	1,390,051	1,700,246	-	-	-	-	3,090,297
Human Services	338,077	-	-	-	-	-	338,077
Culture & Recreation	6,064,738	-	-	-	-	-	6,064,738
Total Expenditures/Expenses	63,779,828	7,380,723	-	-	96,084,916	5,099,847	172,345,314
NON-EXPENSE DISBURSEMENTS							
Debt Service	-	-	2,557,973	-	-	-	2,557,973
Interfund Transfers	4,382,297	-	-	-	565,062	-	4,947,359
TOTALS EXPENDITURES/EXPENSES	68,162,125	7,380,723	2,557,973	-	96,649,978	5,099,847	179,850,646
Reserves	13,799,647	38,099,168	-	972,533	52,371,513	140,487,951	245,243,900
TOTAL APPROPRIATED EXPENDITURES & RESERVES	81,474,860	45,479,891	2,557,973	972,533	149,021,491	145,587,798	425,094,545

GENERAL FUND

GENERAL FUND REVENUES SUMMARY

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GENERAL FUND REVENUES DETAIL

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GENERAL GOVERNMENT

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PUBLIC SAFETY

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COMMUNITY DEVELOPMENT

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PUBLIC SERVICES

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PARKS & LAND AND RECREATION

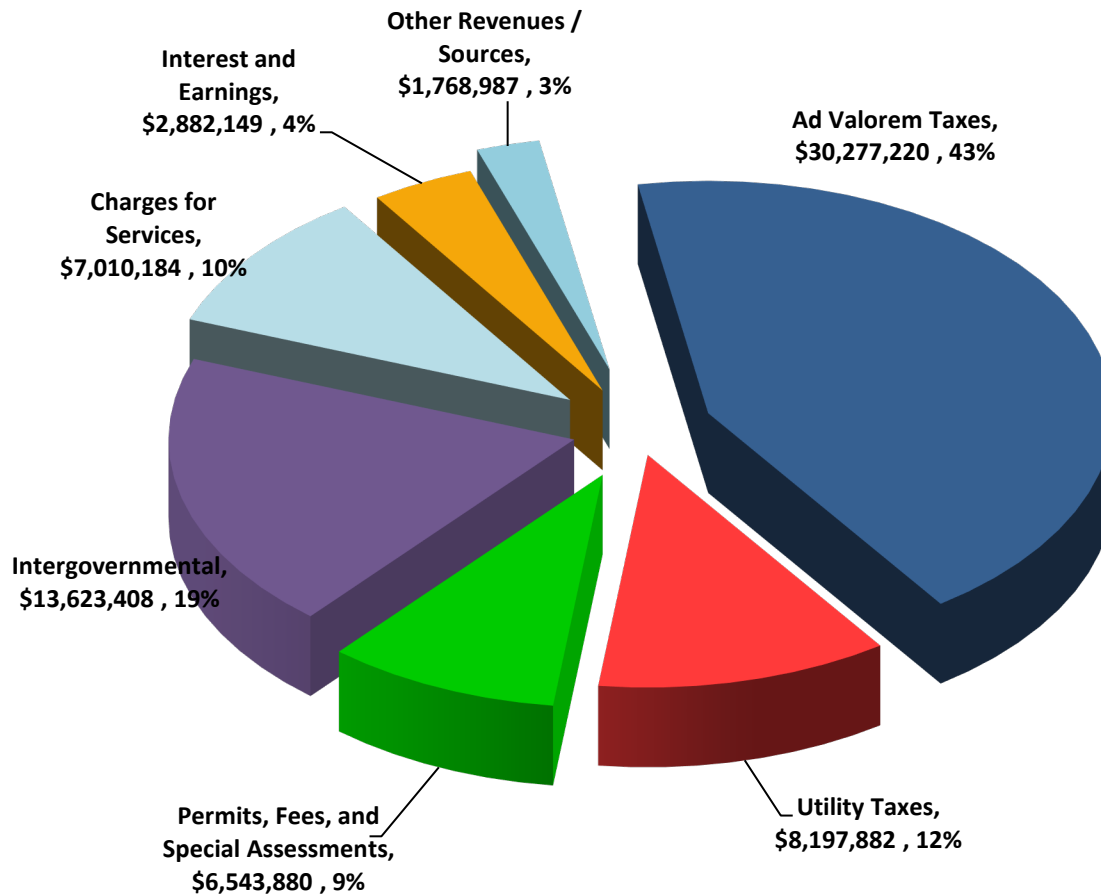


WINTER GARDEN

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- GENERAL FUND REVENUES -

GENERAL FUND REVENUES BY SOURCE



<u>Revenues</u>	<u>Dollars</u>	<u>Percent</u>
Ad Valorem Taxes	\$ 30,277,220	43.1%
Utility Taxes	\$ 8,197,882	11.7%
Permits, Fees, and Special Assessments	\$ 6,543,880	9.3%
Intergovernmental	\$ 13,623,408	19.4%
Charges for Services	\$ 7,010,184	10.0%
Interest and Earnings	\$ 2,882,149	4.1%
Other Revenues / Sources	\$ 1,768,987	2.5%
Total Revenues / Sources	\$ 70,303,710	100%

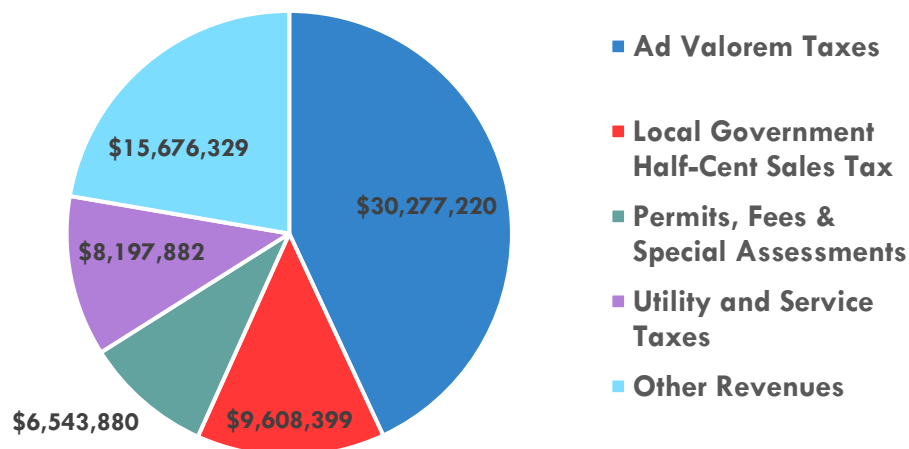
MAJOR REVENUE SOURCES OF GENERAL FUND

The City considers a revenue source to be a major revenue source if the budgeted amount represents at least 10% of the total of all budgeted governmental revenues.

The major revenue sources detailed on the following pages total more than 75% of the City's entire governmental fund revenues.

<u>Revenue Description</u>	<u>Actual 2022</u>	<u>Actual 2023</u>	<u>Actual 2024</u>	<u>Budget 2025</u>	<u>Budget 2026</u>
Ad Valorem Taxes	\$19,166,315	\$21,428,816	\$24,130,266	\$26,321,525	\$30,277,220
Local Government Half-Cent Sales Tax	9,110,823	9,311,065	9,541,063	9,647,268	9,608,399
Permits, Fees & Special Assessments	5,307,322	7,017,799	6,596,070	6,494,773	6,543,880
Utility and Service Taxes	6,834,739	7,596,118	7,929,618	7,639,016	8,197,882
Other Revenues	7,588,111	20,594,574	16,970,902	15,345,099	15,676,329

Major Revenue Sources – Governmental Funds - FY 2026 Budget



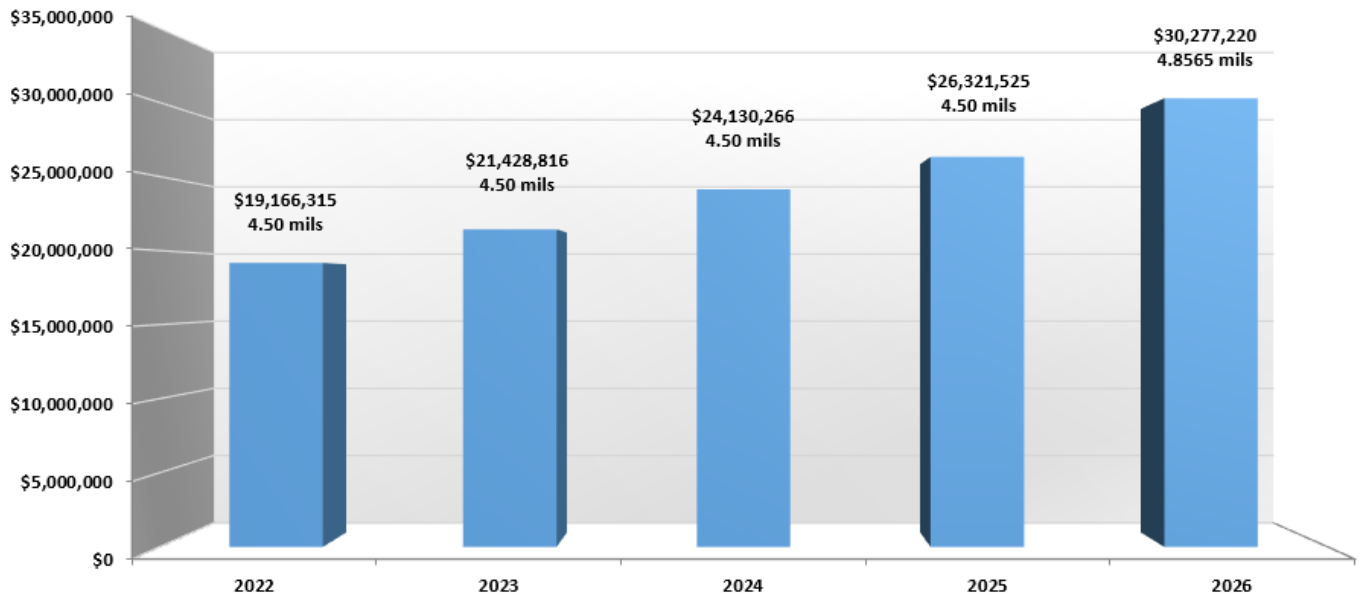
Ad Valorem Taxes

Ad Valorem taxes, commonly referred to as property taxes, represent a critical source of funding for the City, accounting for 43% of the total General Fund revenues projected for the upcoming fiscal year. These taxes are levied on the taxable value of real and personal property and serve as a primary means of distributing the cost of government services among residents and businesses. The term ad valorem means “according to value,” and taxable values are determined each year by the County Property Appraiser. The certified taxable value, calculated as assessed property value minus homestead and other exemptions, is provided to municipalities before July each year to guide budget planning and revenue forecasts.

The graph below illustrates both historic and FY2026 projected property tax revenues. For FY2026, the City recommends increasing the operating millage rate from 4.5000 mills to 4.8565 mills. This change is expected to generate \$3.9 million in additional revenue compared to FY2025 (+15%). Of this increase, \$1.7 million is attributed to the 7.7% growth in taxable values and from reassessments and new construction, while the millage adjustment itself contributes an additional \$2.2 million.

The recommendation to raise the millage rate is grounded in the need to ensure stable and sufficient revenues to meet recurring operating costs. These revenues directly support the City’s ability to maintain essential services such as public safety, roadway maintenance, and community amenities. Without this adjustment, the City would face increasing challenges in sustaining the quality of services that residents and businesses rely upon every day.

PROPERTY TAX REVENUES AND MILLAGE RATE

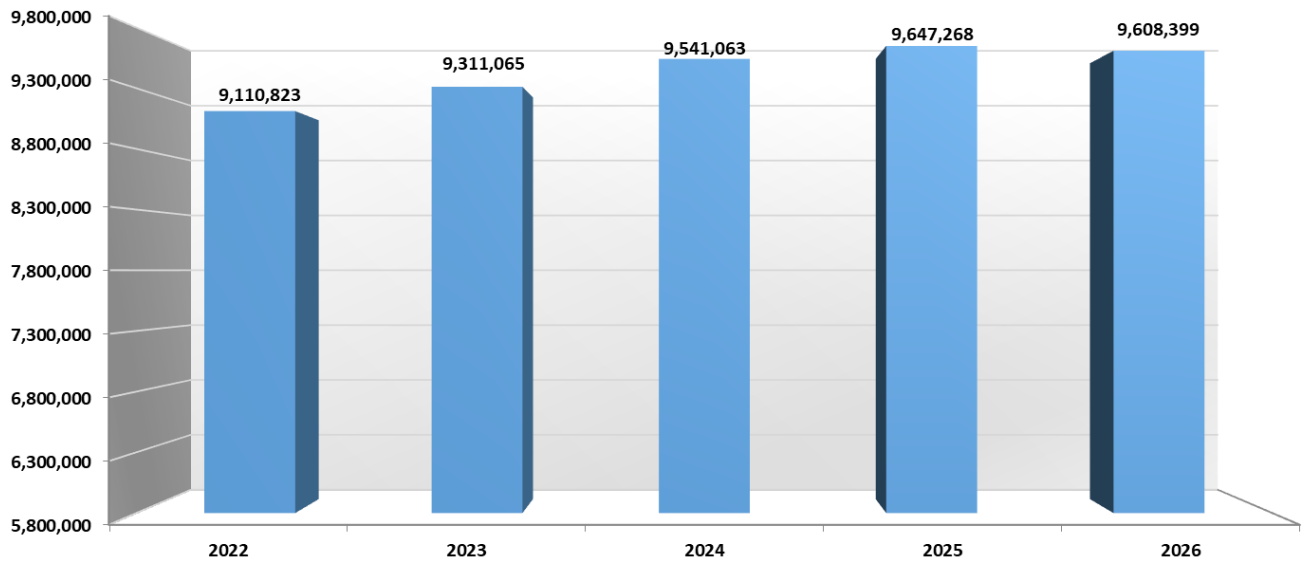


Local Government Half-Cent Sales Tax

The Local Government Half-Cent Sales Tax generates a large amount of revenue for municipalities. This revenue is intergovernmental in nature and is distributed by the State of Florida. A portion of the total sales tax collected by the State is set aside for distribution to local governments on a monthly basis. Florida Statutes provide, "There is created in the State Treasury the Local Government Half-Cent Sales Tax Clearing Trust Fund. Moneys in the fund are hereby appropriated to the Department of Revenue and shall be distributed monthly to participating units of local government....The proportion for each municipal government shall be computed by dividing the population of the municipality by the sum of the total county population plus two-thirds of the incorporated area population." F.S. 218.61/218.62.

The City budgets the Local Government Half-Cent Sales Tax revenue each year based on an estimate provided by the State. This revenue source was heavily impacted in 2020 and 2021 due to the economic impacts of the coronavirus due to lack of spending. The spending normalized in FY2022 and has remained steady at the FY2022 levels. We are anticipating revenues to maintain at the current growth rate for next fiscal year.

LOCAL GOVERNMENT HALF-CENT TAX



Permits, Fees and Special Assessments

This revenue source derives from fees applied directly to specific properties to recover costs associated with administrative services and special projects. This category includes building permits, franchise fees, impact fees, plan review fees, and special assessments.

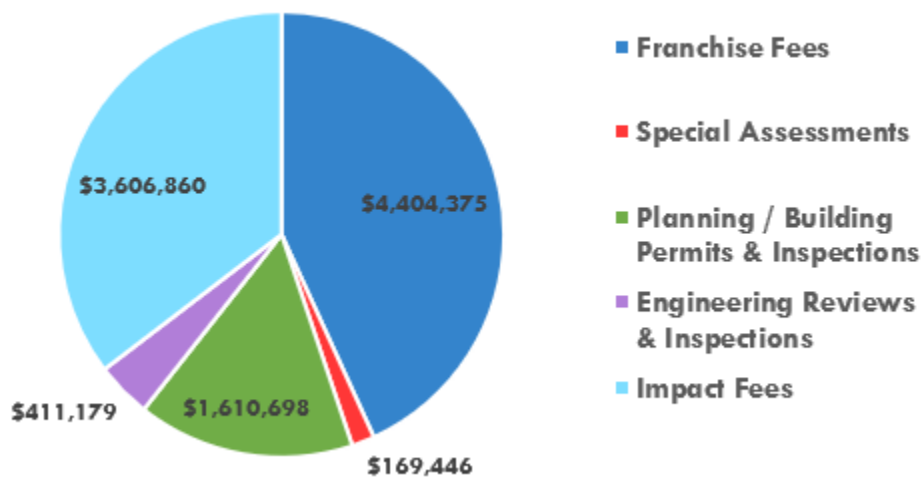
Permits and Fees are charged based on a fee schedule. The revenue estimated for permits and fees takes into consideration both the anticipated construction for the budgeted year and the amount collected in the prior year.

Special Assessments are charges assessed against specific parcels for public projects directly associated with those parcels. The City budgets for special assessments based on the incoming revenue schedule for assessments applied.

The below graphs show the 5 year historical trend and budget for the permits, fees and special assessments.

<u>Revenue Description</u>	<u>Actual 2022</u>	<u>Actual 2023</u>	<u>Actual 2024</u>	<u>Budget 2025</u>	<u>Budget 2026</u>
Franchise Fees	\$3,569,637	\$4,580,268	\$4,424,654	\$4,483,089	\$4,404,375
Special Assessments	35,409	73,576	73,516	169,472	169,446
Planning / Building Permits & Inspections	1,473,501	1,948,545	1,721,937	1,499,459	1,610,698
Engineering Reviews & Inspections	375,485	415,410	421,261	401,089	411,179
Impact Fees	2,165,865	3,662,096	3,811,958	2,625,871	3,606,860

PERMITS, FEES & SPECIAL ASSESSMENTS - FY 2026 BUDGET



Utility and Service Taxes

Utility taxes are levied by the City on the customers of various utilities such as electricity, water, and natural gas.

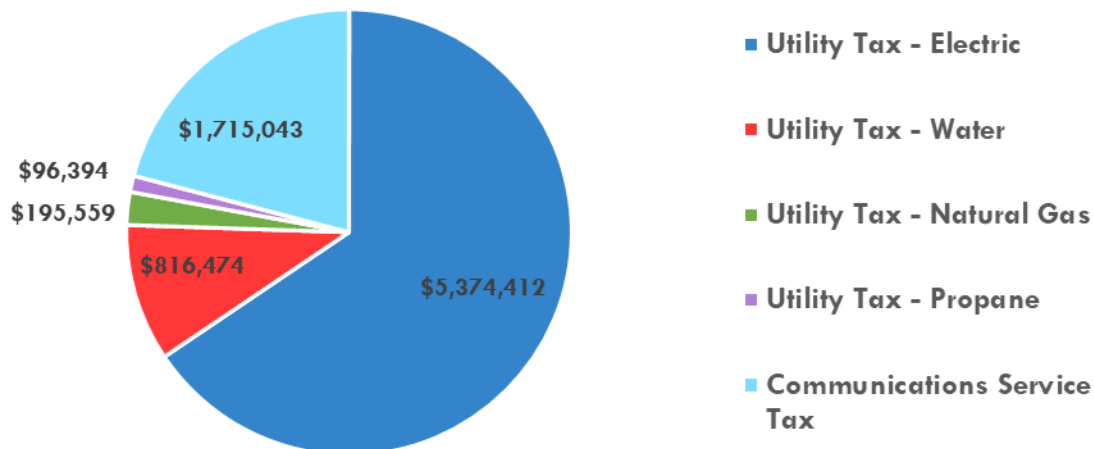
The Utility tax for electricity and natural gas is collected by the utility companies and submitted to the City on a monthly basis. The Utility tax for water is collected directly by the City via monthly invoices. The average tax rate is 10.0 percent of the sales price of such utility service.

Service tax on telecommunication and cable services, also called the Communication Services Tax, is collected by the State and later distributed to the City on a monthly basis.

As with the franchise fees, revenue derived from utility taxes is expected to increase with the growth of the City. The City budgets for the Communication Services Tax revenue based on an estimate provided by the State.

<u>Revenue Description</u>	<u>Actual 2022</u>	<u>Actual 2023</u>	<u>Actual 2024</u>	<u>Budget 2025</u>	<u>Budget 2026</u>
Utility Tax - Electric	\$4,549,250	\$5,295,844	\$5,282,190	\$5,189,927	\$5,374,412
Utility Tax - Water	591,459	563,809	757,125	616,583	816,474
Utility Tax - Natural Gas	198,668	197,105	190,471	203,453	195,559
Utility Tax - Propane	88,698	88,872	86,096	88,551	96,394
Communications Service Tax	1,406,664	1,450,491	1,613,736	1,540,502	1,715,043

UTILITY AND SERVICE TAXES - FY 2026 BUDGET



**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND REVENUES
EXECUTIVE DEPARTMENT**

		<u>2024 ACTUAL</u>	<u>2025 ORIGINAL BUDGET</u>	<u>2025 AMENDED BUDGET</u>	<u>2026 PROPOSED BUDGET</u>
001-0213-311.10-00	ADVALOREM TAXES	24,103,661	26,300,024	26,300,024	30,248,743
001-0213-311.90-00	PENALTIES AND INTEREST	26,605	21,501	21,501	28,477
	TOTAL AD VALOREM	24,130,266	26,321,525	26,321,525	30,277,220
001-0213-314.10-00	UTILITY TAX-ELECTRIC	5,282,190	5,189,927	5,189,927	5,374,412
001-0213-314.30-00	UTILITY TAX-WATER	757,125	616,583	616,583	816,474
001-0213-314.40-00	UTILITY TAX-GAS	190,471	203,453	203,453	195,559
001-0213-314.80-00	UTILITY TAX-PROPANE	86,096	88,551	88,551	96,394
	TOTAL UTILITY TAX	6,315,882	6,098,514	6,098,514	6,482,839
001-0213-315.20-00	COMMUNICATIONS SERVICE TAX	1,613,736	1,540,502	1,540,502	1,715,043
	TOTAL SERVICE TAX	1,613,736	1,540,502	1,540,502	1,715,043
001-0213-323.10-00	FRANCHISE FEES-ELECTRIC	4,288,487	4,302,087	4,302,087	4,244,133
001-0213-323.40-00	FRANCHISE FEES-GAS	136,167	181,002	181,002	160,242
001-0213-325.20-00	WESTSIDE TOWNHOMES	17,957	17,997	17,997	17,957
001-0213-325.30-00	LAKE COVE POINT	2,583	2,541	2,541	2,583
001-0213-325.40-00	BRANDY CREEK	14,507	14,535	14,535	14,507
001-0213-325.50-00	STONEBROOK WEST	42	95,997	95,997	95,997
001-0213-325.60-00	LAKEVIEW RESERVE	38,427	38,402	38,402	38,402
	TOTAL PERMITS, FEES AND SPECIAL ASSESSEMENTS	4,498,170	4,652,561	4,652,561	4,573,821
001-0213-331.10-00	FEDERAL GRANTS - GENERAL GOVERNMENT	-	-	-	76,560
001-0213-335.12-50	STATE REVENUE PROCEEDS	3,404,364	3,707,313	3,707,313	3,594,073
001-0213-335.14-00	MOBILE HOME LICENSES	40,279	47,230	47,230	43,598
001-0213-335.15-00	ALCOHOLIC BEVERAGE LICENSES	37,512	28,009	28,009	36,390
001-0213-335.18-00	LOCAL GOVT HALF-CENT SALES TAX	9,541,063	9,647,268	9,647,268	9,608,399
001-0213-338.20-00	COUNTY OCCUPATIONAL LICENSES	49,376	54,316	54,316	48,438
	TOTAL INTERGOVERNMENTAL	13,072,594	13,484,136	13,484,136	13,407,458
001-0213-341.30-01	LIEN SEARCH FEES	25,465	26,726	26,726	22,222
001-0213-341.90-01	INTERFUND MANAGEMENT FEES	631,801	1,023,665	1,023,665	917,064
001-0213-341.90-02	OCPS COLLECTION ALLOWANCE	14,289	4,343	4,343	13,504
	TOTAL CHARGES FOR SERVICES	671,555	1,054,734	1,054,734	952,790
001-0213-361.10-00	INTEREST	2,847,439	2,329,038	2,329,038	2,734,173
001-0213-361.13-00	INTEREST-ORANGE COUNTY TAX COLL	277,569	153,633	153,633	147,976
001-0213-361.20-00	INTEREST & OTHER EARN / DIVIDENDS	976,263	-	-	-
001-0213-361.30-00	NET INCR(DECR) IN FAIR VAL OF INVST	2,366,515	-	-	-
001-0213-361.40-00	GAIN/LOSS ON SALE OF INVESTMENTS	(477,553)	-	-	-
	TOTAL INTEREST AND OTHER EARNINGS	5,990,233	2,482,671	2,482,671	2,882,149
001-0213-362.11-00	BUILDING LEASES	97,414	75,106	75,106	89,050
001-0213-364.00-00	DISPOSITION OF FIXED ASSETS	95,214	-	-	-
001-0213-369.90-00	OTHER MISCELLANEOUS REVENUES	68,301	61,037	61,037	45,756
001-0213-383.10-00	FINANCIAL AGREEMENTS	559,735	-	-	-
001-0213-399.99-99	USE OF FUND BALANCE	-	-	49,054,639	-
	TOTAL MISCELLANEOUS REVENUES	820,664	136,143	49,190,782	134,806
001-0215-381.00-00	INTERFUND TRANSFER	250,000	-	-	-
	TOTAL OTHER SOURCES	250,000	-	-	-
TOTAL EXECUTIVE DEPARTMENT		57,363,100	55,770,786	104,825,425	60,426,126

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND REVENUES
FINANCE DEPARTMENT**

	<u>2024 ACTUAL</u>	<u>2025 ORIGINAL BUDGET</u>	<u>2025 AMENDED BUDGET</u>	<u>2026 PROPOSED BUDGET</u>
<u>UTILITY BILLING DIVISION</u>				
001-0223-341.90-01 INTERFUND MANAGEMENT FEES	788,685	663,912	663,912	635,833
TOTAL CHARGES FOR SERVICES	788,685	663,912	663,912	635,833
 TOTAL FINANCE DEPARTMENT	 788,685	 663,912	 663,912	 635,833

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND REVENUES
ADMINISTRATIVE SERVICES DEPARTMENT**

	<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
<u>INFORMATION TECHNOLOGY DIVISION</u>				
001-0225-341.90-01 INTERFUND MANAGEMENT FEES	128,783	130,061	130,061	202,293
TOTAL CHARGES FOR SERVICES	128,783	130,061	130,061	202,293
TOTAL INFORMATION TECHNOLOGY DIVISION	128,783	130,061	130,061	202,293
<u>FACILITIES MANAGEMENT DIVISION</u>				
001-0746-331.39-00 PHYSICAL ENVIRONMENT	4,081	-	-	-
001-0746-334.39-00 OTHER PHYSICAL ENVIRONMENT	49	-	-	-
001-0746-341.90-01 INTERFUND MANAGEMENT FEES	156,230	160,596	160,596	344,724
TOTAL CHARGES FOR SERVICE	160,360	160,596	160,596	344,724
001-0746-364.00-00 DISPOSITION OF FIXED ASSETS	11,502	544	544	-
TOTAL MISCELLANEOUS REVENUES	11,502	544	544	-
TOTAL FACILITIES MANAGEMENT DIVISION	171,862	161,140	161,140	344,724
<u>FLEET MANAGEMENT DIVISION</u>				
001-0747-341.90-01 INTERFUND MANAGEMENT FEES	362,131	457,296	457,296	402,318
TOTAL CHARGES FOR SERVICE	362,131	457,296	457,296	402,318
001-0747-364.00-00 DISPOSITION OF FIXED ASSETS	896	3,000	3,000	-
001-0747-365.00-00 SALE/SURPL MATERIAL/SCRAP	3,461	500	500	-
TOTAL MISCELLANEOUS REVENUES	4,357	3,500	3,500	-
TOTAL FLEET MANAGEMENT DIVISION	366,488	460,796	460,796	402,318
TOTAL ADMINISTRATIVE SERVICES DEPARTMENT	667,133	751,997	751,997	949,335

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND REVENUES
COMMUNITY DEVELOPMENT DEPARTMENT**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
<u>PLANNING DIVISION</u>					
001-0315-329.02-00	PLAN REVIEW FEES	28,897	28,902	28,902	28,900
001-0315-329.05-00	PLAT REVIEW FEES	5,278	4,928	4,928	5,103
	TOTAL PERMITS, FEES AND SPECIAL ASSESSEMENTS	34,175	33,830	33,830	34,003
001-0315-364.00-00	DISPOSITION OF FIXED ASSETS	-	-	-	-
001-0315-369.90-00	OTHER MISCELLANEOUS REVENUES	39,111	52,838	52,838	45,975
TOTAL PLANNING DIVISION		73,286	86,668	86,668	79,978
<u>BUILDING INSPECTION DIVISION</u>					
001-0324-322.02-00	BUILDING PERMITS	1,195,770	996,245	996,245	1,096,007
001-0324-329.02-00	PLAN REVIEW FEES	20,384	11,495	11,495	15,939
001-0324-329.07-00	REINSPECTION FEE	21,910	22,470	22,470	22,190
001-0324-329.08-00	DRIVEWAY INSPECTIONS	900	630	630	765
001-0324-329.10-00	ADMINISTRATIVE SERVICE FEES	17,394	17,470	17,470	17,432
001-0324-342.20-02	FIRE PROTECTION SERVICES	386,106	358,983	358,983	372,544
	TOTAL PERMITS, FEES AND SPECIAL ASSESSEMENTS	1,642,464	1,407,293	1,407,293	1,524,877
001-0324-369.90-00	OTHER MISCELLANEOUS REVENUES	6,187	5,498	5,498	5,843
	TOTAL MISCELLANEOUS REVENUES	6,187	5,498	5,498	5,843
001-0324-399.99-99	USE OF BUILDING CODE RESERVES	-	926,658	926,658	486,912
	TOTAL OTHER SOURCES	-	926,658	926,658	486,912
TOTAL BUILDING INSPECTION DIVISION		1,648,651	2,339,449	2,339,449	2,017,632
<u>BUSINESS TAX</u>					
001-0331-316.00-00	LOCAL BUSINESS TAX	276,148	250,464	250,464	272,658
TOTAL BUSINESS TAX DIVISION		276,148	250,464	250,464	272,658
TOTAL COMMUNITY DEVELOPMENT DEPT		1,998,085	2,676,581	2,676,581	2,370,268

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND REVENUES
POLICE DEPARTMENT**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0521-331.20-00	PUBLIC SAFETY	-	1,200	1,200	-
001-0521-338.30-00	911 PSAP REIMBURSEMENT	111,692	131,732	131,732	143,455
	TOTAL INTERGOVERNMENTAL REVENUE	111,692	132,932	132,932	143,455
001-0521-342.10-01	SPECIAL DETAIL	374,755	384,024	384,024	397,664
001-0521-342.10-03	LIAISON OFFICER	478,991	648,000	648,000	657,000
001-0521-342.10-04	ACCIDENT REPORTS	8,895	9,209	9,209	8,064
001-0521-342.10-05	CITATION CAMERAS	-	990,464	990,464	-
	TOTAL CHARGES FOR SERVICES	862,641	2,031,697	2,031,697	1,062,728
001-0521-351.50-01	COURT FINES	163,713	63,402	63,402	139,480
001-0521-351.50-02	POLICE TRAINING & EDUCATION FEES	27,513	18,945	18,945	23,500
001-0521-354.20-00	CODE VIOLATIONS	-	2,975	2,975	5,150
	TOTAL FINES AND FORFEITS	191,226	85,322	85,322	168,130
001-0521-364-00-00	DISPOSITION/FIXED ASSETS	87,665	55,456	55,456	42,359
001-0521-369.90-00	OTHER MISCELLANEOUS REVENUES	18,468	7,687	7,687	18,886
	TOTAL MISCELLANEOUS REVENUES	106,133	63,143	63,143	61,245
001-0528-354.20-00	CODE ENFORCEMENT CODE VIOLATIONS	19,934	20,845	20,845	20,390
001-0530-342.10-06	DISPATCH SERVICES	792,330	816,100	816,100	831,584
	TOTAL NONSWORN COMMUNICATIONS	812,264	836,945	836,945	851,974
TOTAL POLICE DEPARTMENT		2,083,956	3,150,039	3,150,039	2,287,532

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND REVENUES
FIRE DEPARTMENT**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0622-334.20-00	STATE GRANT - EQUIPMENT	-	24,000	24,000	-
001-0622-335.21-00	FIREFIGHTER SUPPLEMENTAL COMP	29,040	31,157	31,157	31,350
	TOTAL INTERGOVERNMENTAL REVENUE	29,040	55,157	55,157	31,350
001-0622-342.60-02	EMS TRANSPORT	1,521,746	1,497,803	1,497,803	1,546,350
001-0622-342.60-02	EMS TRANSPORT PEMT and MCO	-	250,000	250,000	250,000
	TOTAL CHARGES FOR SERVICES	1,521,746	1,747,803	1,747,803	1,796,350
001-0622-366.00-00	DISPOSITION/FIXED ASSETS	327	-	-	-
001-0622-366.00-00	CONTRIBUTIONS	38,085	1,000	1,000	2,500
	TOTAL MISCELLANEOUS REVENUES	38,412	1,000	1,000	2,500
TOTAL FIRE DEPARTMENT		1,589,198	1,803,960	1,803,960	1,830,200

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND REVENUES
PUBLIC SERVICES DEPARTMENT**

	<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
<u>ADMINISTRATION DIVISION</u>				
001-0701-341.90-01 INTERFUND MANAGEMENT FEES	42,372	46,694	46,694	51,510
TOTAL ADMINISTRATION DIVISION	42,372	46,694	46,694	51,510
<u>CEMETERY DIVISION</u>				
001-0739-343.80-01 SERVICE FEES	59,210	57,330	57,330	49,160
001-0739-343.80-02 CEMETERY FOUNDATION CHARGES	3,225	3,625	3,625	2,995
001-0739-343.80-03 COLUMBARIUMS	-	-	-	900
001-0739-343.80-05 CEMETERY LOTS	45,610	46,805	46,805	43,155
TOTAL CHARGES FOR SERVICE	108,045	107,760	107,760	96,210
001-0739-362.00-00 RENTAL INCOME	73,894	90,653	90,653	73,626
TOTAL MISCELLANEOUS REVENUES	73,894	90,653	90,653	73,626
TOTAL CEMETERY DIVISION	181,939	198,413	198,413	169,836
<u>STREETS DIVISION</u>				
001-0741-331.49-00 FEDERAL GRANT / TRANSPORTATION	1,530	-	-	-
001-0741-334.49-00 STATE GRANT / TRANSPORTATION	85	-	-	-
001-0741-335.45-00 STATE SHARED REV / TRANSPORTATION	46,998	41,975	41,975	41,145
TOTAL INTERGOVERNMENTAL REVENUE	48,613	41,975	41,975	41,145
001-0741-364.00-00 DISPOSITION OF FIXED ASSETS	2,051	-	-	-
001-0741-369.90-00 OTHER MISCELLANEOUS REVENUES	91,166	35,598	35,598	73,625
TOTAL MISCELLANEOUS REVENUES	93,217	35,598	35,598	73,625
TOTAL STREETS DIVISION	141,830	77,573	77,573	114,770

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND REVENUES
PARKS AND RECREATION DEPARTMENT**

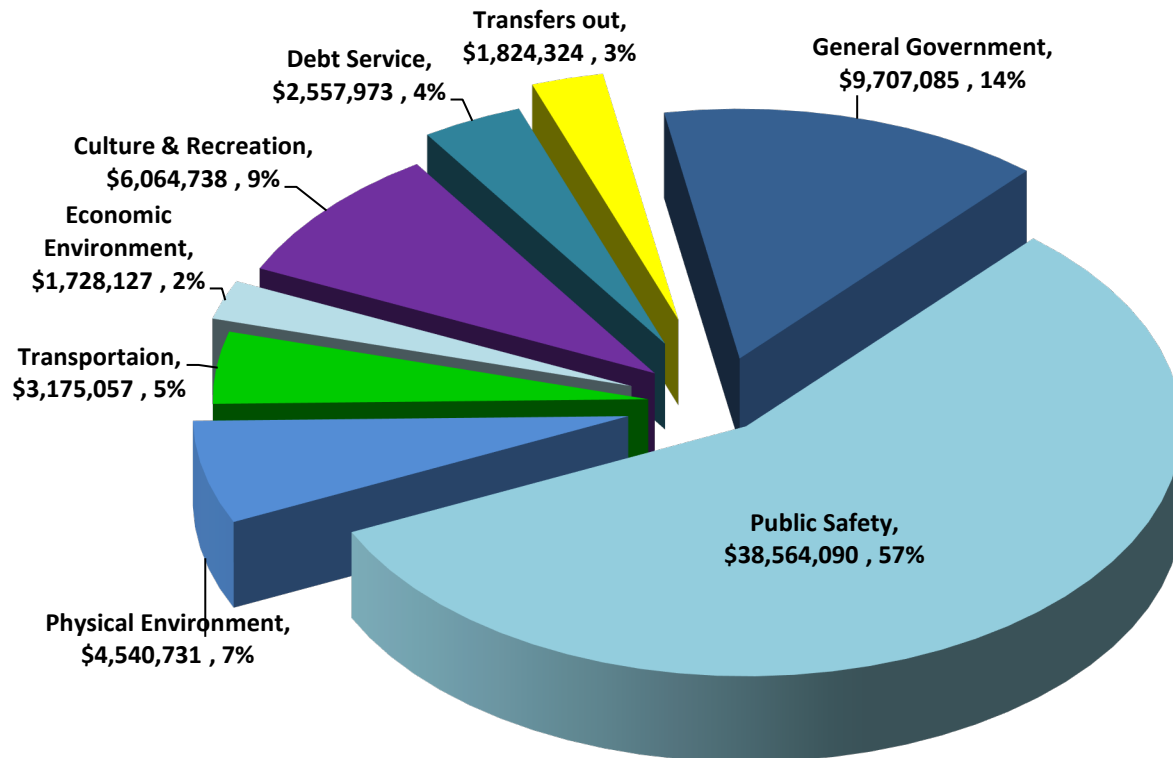
		<u>2024 ACTUAL</u>	<u>2025 ORIGINAL BUDGET</u>	<u>2025 AMENDED BUDGET</u>	<u>2026 PROPOSED BUDGET</u>
<u>PARKS DIVISION</u>					
001-0775-331.70-00	FED GRANT/CULTURE & RECREATION	6,192			
001-0775-334.70-00	STATE GRANT-CULTURE & RECREATION	274	-	-	-
	TOTAL INTERGOVERNMENTAL	6,466	-	-	-
001-0775-364.00-00	DISPOSITION OF FIXED ASSETS	6,873	-	-	-
001-0775-366.00-00	CONTRIBUTIONS	71,369	-	-	600,000
	TOTAL MISCELLANEOUS REVENUES	78,242	-	-	600,000
TOTAL PARKS DIVISION		84,708	-	-	600,000
<u>RECREATION DIVISION</u>					
001-0872-347.21-01	DAY CAMP	221,242	207,568	207,568	248,545
001-0872-347.21-02	FIELD RENTAL	6,094	8,200	8,200	8,850
001-0872-347.21-03	POOL	3,762	3,110	3,110	3,800
001-0872-347.21-04	OTHER AQUATIC	14,093	12,188	12,188	12,535
001-0872-347.21-05	SWIMMING LESSONS	24,984	24,465	24,465	32,328
001-0872-347.21-06	SOFTBALL LEAGUE	60,440	64,790	64,790	61,202
001-0872-347.21-07	OTHER PROGRAMS	79,047	64,881	64,881	101,227
001-0872-347.21-10	TENNIS	21,195	22,550	22,550	18,425
001-0872-347.21-11	SENIOR TRIPS	33,770	25,628	25,628	19,778
001-0872-347.21-12	OTHER SENIOR PROGRAMS	360	160	160	390
001-0872-347.21-14	SOCCER PROGRAM	129,970	130,600	130,600	126,764
	TOTAL CHARGES FOR SERVICES	594,957	564,140	564,140	633,844
001-0872-364.00-00	MISCELLANEOUS REVENUES / DISPOS	7,897	-	-	1,400
001-0872-366.01-00	CONTRIBUTIONS AND DONATIONS	10,150	45,000	45,000	10,000
001-0872-369.90-00	OTHER MISCELLANEOUS REVENUES	3,216	2,525	2,525	2,700
	TOTAL MISCELLANEOUS REVENUES	21,263	47,525	47,525	14,100
TOTAL RECREATION DIVISION		616,220	611,665	611,665	647,944
<u>SPECIAL EVENTS DIVISION</u>					
001-0874-329.50-00	PERMITS/FEES/SPEC ASSESSMENTS	2,250	-	-	5,000
001-0874-362.00-00	RENTAL INCOME	7,019	6,025	6,025	8,500
001-0874-369.90-00	OTHER MISCELLANEOUS REVENUES	41,106	1,000	1,000	71,000
	TOTAL RENTS AND ROYALTIES	50,375	7,025	7,025	84,500
TOTAL SPECIAL EVENTS DIVISION		50,375	7,025	7,025	84,500
<u>NEWTON PARK FACILITIES DIVISION</u>					
001-3658-362.01-00	MISCELLANEOUS RENTALS	13,675	14,641	14,641	13,300
001-3658-362.02-00	AUDITORIUM FACILITIES RENTALS	163,134	163,085	163,085	163,628
001-3658-362.03-00	JESSIE BROCK RENTALS	23,714	20,345	20,345	19,322
001-3658-362.04-00	PAVILLION RENTALS	4,687	4,515	4,515	7,203
001-3658-369.90-00	OTHER MISCELLANEOUS REVENUES	12,269	12,018	12,018	8,136
	TOTAL MISCELLANEOUS REVENUES	217,479	214,604	214,604	211,589
TOTAL NEWTON PARK FACILITIES DIVISION		217,479	214,604	214,604	211,589
TOTAL PARKS AND RECREATION DEPARTMENT		968,782	833,294	833,294	1,544,033

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND REVENUES
PUBLIC SERVICES DEPARTMENT**

		<u>2024 ACTUAL</u>	<u>2025 ORIGINAL BUDGET</u>	<u>2025 AMENDED BUDGET</u>	<u>2026 PROPOSED BUDGET</u>
001-1016-329.03-00	ENGINEER INSPECTION FEES	378,298	349,724	349,724	364,015
001-1016-329.04-00	REVIEW FEES	42,963	51,365	51,365	47,164
	TOTAL PERMITS, FEES AND SPECIAL ASSESSEMENTS	421,261	401,089	401,089	411,179
TOTAL ENGINEERING DIVISION		421,261	401,089	401,089	411,179

- GENERAL FUND EXPENDITURES -

GENERAL FUND EXPENDITURES BY SOURCE



<u>Expenditures</u>	<u>Dollars</u>	<u>Percent</u>
General Government	\$ 9,707,085	14%
Public Safety	\$38,564,090	57%
Physical Environment	\$ 4,540,731	7%
Transportaion	\$ 3,175,057	5%
Economic Environment	\$ 1,728,127	3%
Culture & Recreation	\$ 6,064,738	8.9%
Debt Service	\$ 2,557,973	3.8%
Transfers out	\$ 1,824,324	3%
	\$68,162,125	100%

- GENERAL GOVERNMENT -

Legislative

Legal

Executive

Economic Development

City Clerk

Finance Department

Administrative Services

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
LEGISLATIVE DEPARTMENT**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0111-511.11-00	OTHER SALARIES AND WAGES	40,800	40,800	40,800	40,800
001-0111-511.21-00	FICA TAXES	2,502	3,121	3,121	3,121
001-0111-511.23-00	EMPLOYEE GROUP INSURANCE	25,606	29,540	29,540	28,954
001-0111-511.24-00	WORKERS' COMPENSATION	105	91	91	126
	TOTAL PERSONAL SERVICES	69,013	73,552	73,552	73,001
001-0111-511.34-03	CODE OF ORDINANCES	2,757	10,700	10,700	10,700
001-0111-511.40-00	TRAVEL AND PER DIEM	1,930	3,000	3,000	3,000
001-0111-511.41-02	TELEPHONE	1,595	200	200	1,600
001-0111-511.41-04	INTERNET	3,030	2,000	2,000	3,500
001-0111-511.46-05	SOFTWARE	-	-	-	6,700
001-0111-511.47-01	MISC PRINTING AND BINDING	226	150	150	300
001-0111-511.48-01	ADVERTISEMENT-LEGAL OTHER	195	1,000	1,000	1,000
001-0111-511.49-01	MISC OTHR CUR CHGS & OBLIGATIONS	-	1,250	1,250	1,250
001-0111-511.49-03	ELECTION FEES	21,662	12,000	12,000	12,000
001-0111-511.51-00	OFFICE SUPPLIES	323	1,000	1,000	1,000
001-0111-511.52-01	MISC. OPERATING SUPPLIES	1,498	1,250	1,250	1,250
001-0111-511.52-04	UNIFORMS AND ACCESSORIES	353	2,500	2,500	2,500
001-0111-511.54-01	DUES AND SUBSCRIPTIONS	12,589	14,300	14,300	16,450
001-0111-511.54-02	SEMINARS AND COURSES	1,939	3,275	3,275	1,500
	TOTAL OPERATING EXPENDITURES	48,097	52,625	52,625	62,750
001-0111-511.82-00	AIDS TO PRIVATE ORGANIZATIONS	-	1,000	1,000	1,000
001-0111-564.83-00	OTHER GRANTS AND AIDS	76,790	84,825	84,825	137,077
	TOTAL GRANTS AND AIDS	76,790	85,825	85,825	138,077
TOTAL LEGISLATIVE DEPARTMENT		193,900	212,002	212,002	273,828

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
LEGAL DEPARTMENT**

	<u>2024 ACTUAL</u>	<u>2025 ORIGINAL BUDGET</u>	<u>2025 AMENDED BUDGET</u>	<u>2026 PROPOSED BUDGET</u>
001-0914-514.31-00 LEGAL SERVICES REIMBURSEMENT	(25,776)	(38,012)	(38,012)	(31,894)
001-0914-514.31-02 LEGAL SERVICES	669,860	511,982	511,982	590,921
TOTAL LEGAL DEPARTMENT	644,084	473,970	473,970	559,027



WINTER GARDEN

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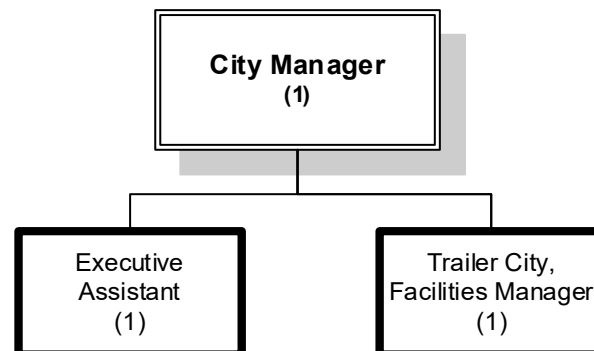
EXECUTIVE DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: To lead, direct and coordinate all City functions and departments ensuring proper resource and alignment between operating activities and the strategic priorities valued by our residents, City Commissioners and other stakeholders.	CORE FUNCTIONS: • Lead, direct and oversee all City department functions and operating activities • Resident/Business engagement and relations • External government (state and local) affairs • Administer and oversee budget and fiscal management • Policy, ordinance and resolution development • Community planning and business development
CHALLENGES: • Legislation changes at federal, state and local levels • Recessionary concerns and slowing economy • Inflationary environment and ongoing supply chain issues, including uncertainty of tariffs • General apathy towards local government • Ensuring the City's efforts to communication are targeted and meaningful using the right medium and the right message at the right stakeholders in the right way • Public's reluctance to participate in community and government matters due to a lack of understanding or being uninformed • Maintaining higher level of phone customer service response with newer staff in some areas coupled with new phone system	BUSINESS ASSUMPTIONS • More informed citizens will increase their understanding of City functions and affairs • Knowledge and awareness of amenities, events and happenings in the City will lead to increased resident participation, engagement and unity • Citizens fundamentally desire to experience a high sense of community and feel welcomed to share and be a part of their community • Economy and markets will experience further slowdown in the near term • Excellent and reliable customer service will build and preserve community trust • Sufficient staffing and resources in place to effectively meet service demands with excellence and in the Winter Garden Way

Organizational Structure

FTE: 3



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Provide and Attractive Community

Department Goal

Achieve a high quality of life for all citizens by nurturing and sustaining a desirable community

Objective

- Proactively engage residents, including community stakeholders, to refine targeted efforts to better provide best in class City services, development, infrastructure, amenities, customer service and a resilient economic base for all residents to be proud of in order to achieve a quality of life that is safe, wholesome and desirable.
-

Strategic Priority #2

Support Public Education and Learning Opportunities

Department Goal

Actively engage and support local K-12 students and families through diverse learning opportunities

Objective

- Collaborate and partner with key City departments to ensure that all outreach and learning enrichment activities in the community maintain a high commitment, are actively monitored and effectively target the diverse values of Winter Garden's K-12 students and families.
-

Strategic Priority #3

Deliver Quality Services Equitably and Respectfully

Department Goal

Deliver excellent customer service experience to all citizens & residents at every contact point

Objectives

- Continue to monitor, engage and improve the City's work request service delivery process to achieve satisfactory excellence in the customer service experience when responding to the service concerns of all citizens.
 - Monitor, engage and improve the Citywide telephone customer service response on all inbound calls to achieve timely and responsive outcomes according to the established service standards when handling the service needs of the community.
-

Strategic Priority #4

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.
-

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
Overall quality of life in Winter Garden Satisfaction Index **	92%	93%	94% ↑
Overall image or reputation of Winter Garden Satisfaction Index **	93%	90%	93% ↑
Recommend living in Winter Garden to someone who asks Satisfaction Index **	97%	95%	≥ 95% ↑
Winter Garden as a place to raise children Satisfaction Index **	94%	95%	≥ 95% ↑
Winter Garden as a place to live Satisfaction Index **	98%	97%	≥ 95% ↑
Overall Customer Service by City Employees (online & in-person) Satisfaction Index **	87.5%	85%	88% ↑
Service Process Satisfaction Rating ***	89.7%	96.3%	≥ 95% ↑
Service Outcome Satisfaction Rating ***	88.6%	89.8%	≥ 95% ↑
% Satisfied with Resolution Timeframe ***	86.1%	87.5%	≥ 94% ↑
Employee Motivation and Productivity Satisfaction Rating ****	78.8%	78.8%	≥ 80% ↑
OPERATIONAL INDICATORS			
All City Average Queue Wait Time (In Seconds) - All customer service areas combined	0:38	0:55	≤ 0:30 ↓
All City Call Abandonment Rate - All customer service areas combined	5.8%	7.9%	≤ 6% ↓
% of Requests Resolved ≤ 5 Days	89.4%	86.0%	≥ 95% ↑
% of Requests Resolved within 24 hours	73.1%	68.0%	≥ 80% ↑
# of K-12 students who participated in City outreach and learning activities	19,412	19,546	20,000 ↑
# of K-12 Students Enrichment Participants per Household	1.03	1.10	1.2 ↑

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** National Community Survey (NCS) values shown are assessed biennially (every other year) and represent the most recent community assessment and rating conducted in FY24/25.

*** Work Request system citizen survey on service request experience conducted monthly.

**** Employee engagement and customer service survey conducted biennially by City Administration and distributed to all employees. Values in FY24/25 show survey results last reported in June of 2024 only for comparative purposes.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
EXECUTIVE DEPARTMENT**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0213-512.12-00	REGULAR SALARIES AND WAGES	398,170	443,623	443,623	457,049
001-0213-512.21-00	FICA TAXES	24,561	33,937	33,937	34,964
001-0213-512.22-00	RETIREMENT CONTRIBUTIONS	73,164	94,935	94,935	93,738
001-0213-512.23-00	LIFE AND HEALTH INSURANCE	29,354	37,028	37,028	33,149
001-0213-512.24-00	WORKERS' COMPENSATION	799	836	836	959
	TOTAL PERSONAL SERVICES	526,048	610,360	610,360	619,858
001-0213-512.31-01	MISC PROFESSIONAL SERVICES	37,247	309,500	309,500	198,300
001-0213-512.31-02	LEGAL SERVICES	2,000	2,500	2,500	5,000
001-0213-512.34-01	MISC OTHER CONTRACTUAL SERVICES	18,160	21,200	21,200	21,000
001-0213-512.34-08	PERSONNEL SERVICES	13,000	-	-	-
001-0213-512.40-00	TRAVEL AND PER DIEM	-	100	100	-
001-0213-512.41-02	TELEPHONE SERVICES	5,660	5,602	5,602	4,000
001-0213-512.41-04	INTERNET SERVICES	601	750	750	800
001-0213-512.41-05	POSTAGE	79	1,250	1,250	1,200
001-0213-512.43-00	UTILITY SERVICES	30,892	32,110	32,110	33,000
001-0213-512.44-00	RENTALS AND LEASES	664	8,107	8,107	3,800
001-0213-512.45-00	INSURANCE	40,937	34,806	34,806	45,849
001-0213-512.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	-	400	400	-
001-0213-512.46-03	REPAIR AND MAINT SVCS-VEHICLES	-	1,007	1,007	200
001-0213-512.46-05	REPAIR AND MAINT SVCS-SOFTWARE	13,207	13,500	13,500	13,500
001-0213-512.46-10	REPAIR AND MAINT SVCS-BUILDING	26,134	9,500	9,500	26,000
001-0213-512.47-01	MISC PRINTING AND BINDING	65	5,500	5,500	200
001-0213-512.48-01	PROMOTIONAL-ADVERTISEMENTS	137	3,646	3,646	3,600
001-0213-512.48-02	PROMOTIONAL ITEMS	-	5,000	5,000	3,000
001-0213-512.48-05	PROMOTIONAL ITEMS - OUTREACH	9,838	15,000	15,000	14,500
001-0213-512.49-01	MISC OTHR CUR CHGS & OBLIGATIONS	596	5,559	5,559	1,000
001-0213-512.49-05	LICENSES/TAXES/CERTIFICATES	77,943	84,181	84,181	86,967
001-0213-512.49-11	OTHER EVENTS	6,573	-	-	25,000
001-0213-512.51-00	OFFICE SUPPLIES	1,063	1,250	1,250	1,250
001-0213-512.52-01	MISCELLANEOUS OPERATING SUPPLIES	23,535	21,500	21,500	21,500
001-0213-512.52-03	GASOLINE AND OIL	130	500	500	300
001-0213-512.52-04	UNIFORMS AND ACCESSORIES	200	400	400	600
001-0213-512.54-01	DUES AND SUBSCRIPTIONS	2,282	11,602	11,602	850
001-0213-512.54-02	SEMINARS AND COURSES	-	2,700	2,700	-
	TOTAL OPERATING EXPENDITURES	310,943	597,170	597,170	511,416
001-0213-512.61-00	LAND	2,099	-	-	-
	TOTAL CAPITAL OUTLAY	2,099	-	-	-
001-0213-580.64-00	CAPITAL OUTLAY - LEASES/SBITA	559,735	-	-	-
001-0213-512.71-00	PRINCIPAL	4,744	-	-	4,744
001-0213-512.72-00	INTEREST	368	-	-	368
	TOTAL DEBT SERVICE	5,112	-	-	5,112
001-0213-512.82-00	AID TO PRIVATE ORGANIZATIONS	123,300	200,000	200,000	200,000
	TOTAL GRANTS AND AIDS	123,300	200,000	200,000	200,000
001-0213-512.99-01	CONTINGENT EXPENSE	-	100,000	100,000	100,000
001-0213-599.99-99	TRANSFER TO FUND BALANCE	-	-	-	2,628,496
	TOTAL OTHER USES	-	100,000	100,000	2,728,496
	TOTAL EXECUTIVE DEPARTMENT	1,527,237	1,507,530	1,507,530	4,064,883



ECONOMIC DEVELOPMENT DEPARTMENT

BUSINESS PLAN & PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT:

Promote a sustainable thriving economy and business community which in turn creates prosperous conditions that build wealth, yield desirable job opportunities, generate growth and preserve a high quality of life.

CORE FUNCTIONS:

- Business Recruitment & Retention
- Economic Gardening – Business Development, Business Assistance & Partnerships
- Community Redevelopment Agency (CRA)
- Downtown Commercial Operation and Merchant Affairs
- Business/Resident Community Engagement
- Business Communication, Marketing & Promotion
- Strategic Development and Partnerships
- Strategic Planning and Performance Management

CHALLENGES:

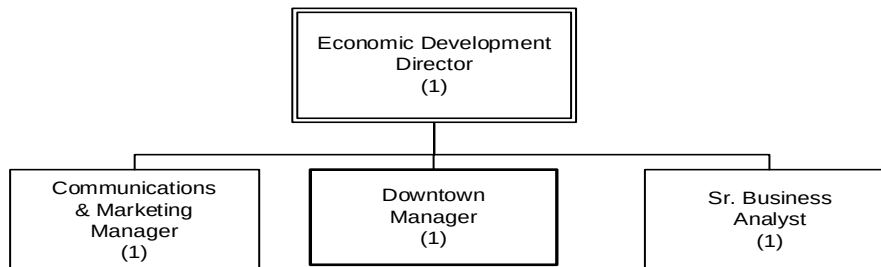
- Uncertain effects of U.S. tariff negotiations on supply change cost across business segments
- Increases in construction material costs and the impact on the pace of development
- High federal interest rate and its effects on consumer spending
- Unfavorable lease rate pressures on small local businesses
- Managing the downtown parking demand while preserving the quality of life for surrounding residents
- Curating/Promoting the right mix of downtown event programming to generate incremental visits, retain consumer vibrancy and lift sales activities for downtown merchants

BUSINESS ASSUMPTIONS:

- Commercial lending rates will continue to improve
- U.S. tariff negotiations will favorably resolve and stabilize the marketplace
- Federal interest rates begin to decrease
- Continued increase in property values and jobs but at a slower rate
- Downtown event programming will have a positive effect on local merchants
- More informed citizens and active resident engagement will increase the sense of community, quality of life and build trust in City government

Organizational Structure

FTE: 4



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Encourage a Thriving Economy

Department Goals

*Provide a business-friendly environment that creates desirable and successful businesses
Foster entrepreneurship and empower business start-ups to bolster commerce
Enable, encourage and preserve a vibrant downtown/commercial district, which in turn creates a thriving City*

Objectives

- Develop programs that encourage successful businesses through business development, technical assistance and networking to improve employment opportunities and a business climate that promotes success.
 - Create a business-friendly environment that facilitates and expedites entrepreneurial growth.
 - Strengthen and diversify Winter Garden's Downtown District with a balanced mix of desirable commercial infill along with commercial and redevelopment support.
 - Revitalize, undergird and facilitate the Historic East Winter Garden Neighborhood commercial district and residential neighborhood using targeted initiatives, programs, partnerships and resources to achieve sustainable economic vitality and improved quality of life.
-

Strategic Priority #2

Protect the Sense of Community

Department Goal

Cultivate a sense of community pride, connection and involvement

Objective

- Monitor and determine strategies to encourage and better engage Winter Garden citizens in order to realize higher levels of inclusion and a stronger sense of community engagement towards City affairs, events, services and quality of life opportunities.
-

Strategic Priority #3

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.
-

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
Employment Opportunity Satisfaction Index **	58%	40%	58%↑
Overall Quality of business and service establishments in Winter Garden Satisfaction Index **	92%	85%	92%↑
Variety of business and service establishments Satisfaction Index **	81%	75%	81%↑
Shopping Opportunities Satisfaction Index **	76%	74%	79%↑
Overall Economic Health of Winter Garden Satisfaction Index **	85%	77%	85%↑
Economic Development Satisfaction Index **	75%	71%	76%↑
Vibrant Downtown/Commercial Area Satisfaction Index **	90%	87%	90%↑
Public Information Services Satisfaction Index **	81%	79%	84%↑
Residents Connection and Engagement with their Community Satisfaction Index **	73%	72%	77%↑
Making All Residents Feel Welcome Satisfaction Index **	89%	83%	89%↑
Sense of Community Satisfaction Index **	83%	81%	83%↑
OPERATIONAL INDICATORS			
City-wide Commercial Occupancy Rate	97.4%	92.7%	96%↑
Downtown Commercial Occupancy Rate	98%	95%	99%↑
Downtown CRA Taxable Value (in millions)	\$382M	\$403M	\$425M↑
Annual % Change in Property Values	12.8%	9.2%	7.8%↑
Total Annual Property Values	\$5,570,212,378	\$6,084,537,308	\$6,556,322,800↑
Average Wage of Total Jobs	\$57,960	\$60,210	\$61,500↑
# of Jobs Added	1,210	1,782	1,075↑
City Unemployment Rate	2.4%	3.4%	3.2%↓
% Change in Median Household Income	9.5%	10.6%	4.4%↑
Median Household Income	\$102,855	\$113,708	\$118,700↑
Average Purchase Price of a New Home (Single-Family)	\$590,300	\$751,700	\$785,500↑
East Winter Garden Commercial Occupancy Rates	86.6%	92%	93%↑
East Winter Garden CRA Taxable Value	\$176.6M	\$163.5M	\$162.9M↑
East Winter Garden Median/Average Home Value	\$345,200	\$344,378	\$346,000↑
Dollars Invested / East Winter Garden Household	\$4,802	\$3,030	\$3,434↑

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** National Community Survey (NCS) values shown are assessed biennially (every other year) and represent the most recent community assessment and rating conducted in FY24/25.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
ECONOMIC DEVELOPMENT DEPARTMENT**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0215-552.12-00	REGULAR SALARIES AND WAGES	380,685	392,534	392,534	409,339
001-0215-552.21-00	FICA TAXES	28,359	30,029	30,029	31,314
001-0215-552.22-00	RETIREMENT CONTRIBUTIONS	67,945	84,002	84,002	84,056
001-0215-552.23-00	LIFE AND HEALTH INSURANCE	61,231	64,325	64,325	54,800
001-0215-552.24-00	WORKERS' COMPENSATION	228	240	240	274
001-0215-552.26-00	OTHER POSTEMPLOYMENT BENEFITS	8,266	-	-	7,704
	TOTAL PERSONAL SERVICES	546,714	571,130	571,130	587,487
001-0215-552.31-01	MISC PROFESSIONAL SERVICES	842	-	-	-
001-0215-552.34-01	MISC OTHER CONTRACTUAL SERVICES	333,061	475,000	425,000	407,200
001-0215-552.41-02	TELEPHONE SERVICES	1,447	3,100	3,100	1,025
001-0215-552.41-04	INTERNET SERVICES	433	-	-	432
001-0215-552.41-05	POSTAGE	62	2,000	2,000	500
001-0215-552.43-00	UTILITY SERVICES	2,140	2,200	2,200	2,311
001-0215-552.44-00	RENTALS AND LEASES	-	700	700	-
001-0215-552.45-00	GENERAL INSURANCE	2,090	1,792	1,792	2,341
001-0215-552.46-02	REPAIR/MAINT SVC-EQUIPMNT	-	500	500	-
001-0215-552.46-05	REPAIR AND MAINT SVCS-SOFTWARE	9,900	1,500	1,500	410
001-0215-552.46-10	REPAIR AND MAINT SVCS-BUILDING	384	525	525	415
001-0215-552.47-01	MISC PRINTING AND BINDING	1,169	1,500	1,500	-
001-0215-552.48-01	PROMOTIONAL-ADVERTISEMENTS	-	16,500	16,500	-
001-0215-552.48-02	PROMOTIONAL-PROMOTIONAL ITEMS	-	1,900	1,900	-
001-0215-552.48-04	PROMOTIONAL - COMM / MARKETING	197,756	200,512	200,512	234,670
001-0215-552.48-05	DOWNTOWN MNGMT/ PROGRAMS	4,361	105,000	105,000	65,565
001-0215-552.49-01	MISC OTHER CUR CHGS & OBLG	-	10,000	10,000	-
001-0215-552.51-00	OFFICE SUPPLIES	521	1,000	1,000	250
001-0215-552.52-01	MISCELLANEOUS OPERATING SUPPLIES	2,914	3,500	3,500	200
001-0215-552.52-04	UNIFORMS AND ACCESSORIES	430	900	900	800
001-0215-552.54-01	DUES AND SUBSCRIPTIONS	11,915	64,055	64,055	33,445
001-0215-552.54-02	SEMINARS AND COURSES	2,294	5,500	5,500	-
	TOTAL OPERATING EXPENDITURES	571,719	897,684	847,684	749,564
001-0215-552.63-00	IMPROVEMENTS OTHER THAN BUILDINGS	21,102	-	2,326,768	-
001-0215-552.64-00	EQUIPMENT	1,094	-	-	-
	TOTAL CAPITAL OUTLAY	22,196	-	2,326,768	-
001-0215-552.82-00	AID TO PRIVATE ORGANIZATIONS	48,775	-	50,000	53,000
	TOTAL GRANTS AND AIDS	48,775	-	50,000	53,000
	TOTAL ECONOMIC DEVELOPMENT DEPARTMENT	1,189,404	1,468,814	3,795,582	1,390,051



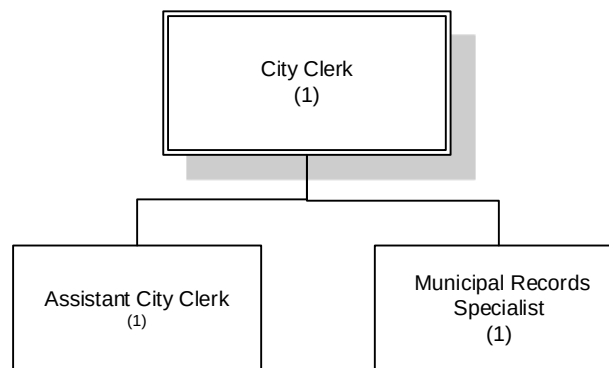
CITY CLERK'S DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: The City Clerk's Office is committed to serving the public by striving for excellence in ensuring integrity of the legislative process, municipal elections, administrative support, and accuracy of information and preservation of official public documents.	CORE FUNCTIONS: • Management of Legislative Proceedings • Records Custodian, Management and Training • Oath Administration and Ceremonial Duties • Supervisor of Municipal Elections • Coordinator of Lien Searches and Records Requests
CHALLENGES: • Educate all staff of responsibility for their department's records • Timely adaptation to new legislative mandates or changes • Ensuring ownership for records compliance in each department and applying appropriate retention policy	BUSINESS ASSUMPTIONS: • Monitor and preserve legislative and administrative law updates • Continued effective alliances with multiple departments • Preserved integrity of electronic documents and information • Maximize timely access to records and information for citizens and staff • Department liaisons: ▪ provide the correct information in a timely manner related to records requests ▪ request disposition to ensure proper storage of only the documents needed

Organizational Structure

FTE: 3



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Provide Transparent and Accountable Government

Department Goal

Improve access, retention, and integrity of City records

Objectives

- Deploy reinforcement records management training content and curriculum utilizing a two-pronged approach, first to new hires during on-boarding and then ongoing follow-up training for existing employees, to ensure responsible, accurate and complete records management practices throughout the City.
- Provide City Commission, staff, citizens, and other agencies with timely and accurate support on records retention, disposition, meeting agendas and minutes.

Strategic Priority #2

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.

KEY PERFORMANCE INDICATOR RESULT & TARGET

Key Performance Indicator	FY 23/24 Actual	FY 24/25 Forecast	FY 25/26 Target
CUSTOMER SERVICE INDICATOR			
Employee Motivation and Productivity Satisfaction Rating *	78.8%	78.8%	≥ 80%↑

* Employee engagement and customer service survey conducted biennially by City Administration and distributed to all employees. Values in FY24/25 show survey results last reported in June of 2024 only for comparative purposes.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
CITY CLERK DEPARTMENT**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0218-512.12-00	REGULAR SALARIES AND WAGES	239,117	287,156	287,156	357,843
001-0218-512.14-00	OVERTIME	94	100	100	5,000
001-0218-512.21-00	FICA TAXES	18,164	21,975	21,975	27,757
001-0218-512.22-00	RETIREMENT CONTRIBUTIONS	45,162	61,451	61,451	60,687
001-0218-512.23-00	LIFE AND HEALTH INSURANCE	27,371	36,108	36,108	34,198
001-0218-512.24-00	WORKERS' COMPENSATION	1,263	373	373	1,516
	TOTAL PERSONAL SERVICES	331,171	407,163	407,163	487,001
001-0218-512.40-00	TRAVEL AND PER DIEM	886	1,350	1,350	1,350
001-0218-512.41-02	TELEPHONE SERVICES	1,056	1,576	1,576	475
001-0218-512.41-05	POSTAGE	333	400	400	400
001-0218-512.43-00	UTILITY SERVICES	12,658	12,485	12,485	13,000
001-0218-512.44-00	RENTALS AND LEASES	393	2,700	2,700	2,700
001-0218-512.45-00	GENERAL INSURANCE	16,810	14,414	14,414	18,827
001-0218-512.46-05	REPAIR AND MAINT SVCS-SOFTWARE	277	723	723	300
001-0218-512.46-10	REPAIR AND MAINT SVCS-BUILDING	3,104	4,700	4,700	3,352
001-0218-512.47-01	MISC PRINTING AND BINDING	-	200	200	200
001-0218-512.47-02	RECORDS MANAGEMENT	-	500	500	500
001-0218-512.48-01	ADVERTISEMENTS	-	250	250	250
001-0218-512.49-01	MISC OTHR CUR CHGS & OBLIGATIONS	-	200	200	200
001-0218-512.49-05	LICENSES, TAXES, AND CERTIFICATIONS	-	500	500	500
001-0218-512.51-00	OFFICE SUPPLIES	553	1,250	1,250	1,250
001-0218-512.52-01	MISCELLANEOUS OPERATING SUPPLIES	2,049	1,700	1,700	1,700
001-0218-512.52-04	UNIFORMS AND ACCESSORIES	400	600	600	600
001-0218-512.54-01	DUES AND SUBSCRIPTIONS	1,115	1,800	1,800	1,000
001-0218-512.54-02	SEMINARS AND COURSES	2,938	3,400	3,400	3,500
001-0218-512.54-03	EDUCATION ASSISTANCE	-	1,000	1,000	1,000
	TOTAL OPERATING EXPENDITURES	42,572	49,748	49,748	51,105
001-0218-512.71-00	PRINCIPAL	2,203	-	-	2,203
001-0218-512.72-00	INTEREST	48	-	-	48
	TOTAL DEBT SERVICE	2,251	-	-	2,251
TOTAL CITY CLERK DEPARTMENT		375,994	456,912	456,912	540,357



WINTER GARDEN

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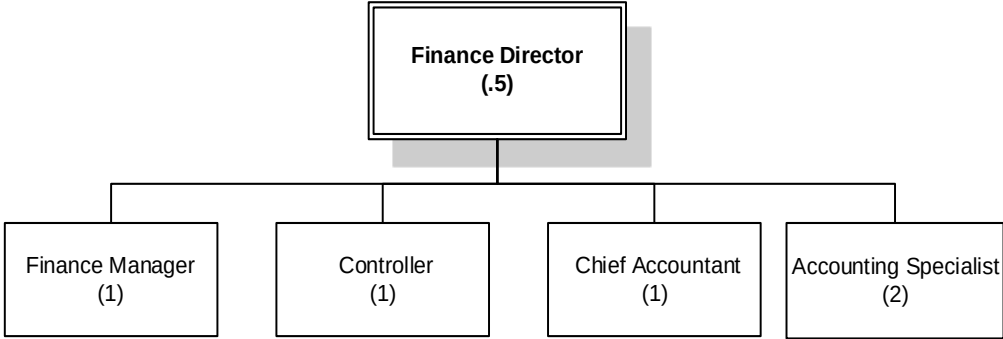
FINANCE DEPARTMENT FISCAL MANAGEMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: Preserve financial wellness and the fiscal integrity of the City as well as facilitate accounting and procurement standards.	CORE FUNCTIONS: - Financial Management – Treasury, Management & Budgeting, Accounting & Controls - Payroll Administration - Accounts Payable & Accounts Receivable
CHALLENGES: - Unfavorable State legislative changes - Economic instability of the State and Nation - Inflationary effects to cost for fuel, material, repair and maintenance and supply costs - Supply chain delays impact the timing of projects - Uncertainties of impending tariff impacts	BUSINESS ASSUMPTIONS: - Favorable audited financial statements - Budget with considerations for inflation on goods and materials as wells as pressure for higher wages - American Rescue Plan Act 2021 (ARPA) funding will be available for infrastructure projects - Availability of externally sourced funding pursued

Organizational Structure

FTE: 5.5



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1
 Provide Sound Fiscal Management

Department Goal

Submit balanced budget within appropriate parameters to maintain low tax rates

Objective

- Proactively support departments with fiscal guidance and using periodic department financial reports that provide an early alert on spending trends in an effort to contain and achieve a 'budget to actual' variance of +/- 5% in the City's overall financials.

Strategic Priority #2

Deliver Quality Services Equitably & Respectfully

Department Goal

Deliver high levels of service in all fiscal needs when supporting departments and employees

Objectives

- Ensure that all service contact points, primarily, departmental interactions, make every customer feel important and cared for and that the staff takes initiative to always find solutions with a can-do attitude.
- Continuously assist with pursuit and acquisition of grant funding provided at the State and Federal levels to facilitate and subsidize targeted City improvements and projects.

Strategic Priority #3

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
Fiscal Management Overall Customer Service Satisfaction Rating **	96.1%	96.1%	≥ 90%↑
Employee Motivation and Productivity Satisfaction Rating **	78.8%	78.8%	≥ 80%↑
FINANCIAL INDICATORS			
Budget to Actual Variance Percent (City Overall Financials) ***	+7%	+7%	+5%↑
External Grant Funding Received ****	\$698,834	\$1,200,000	\$10,000,000↑

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** Employee engagement and customer service survey conducted biennially by City Administration and distributed to all employees. Values in FY24/25 show survey results last reported in June of 2024 only for comparative purposes.

*** '+' sign indicates favorable actual compared to budget while '-' sign indicates unfavorable actual compared to budget.

**** Represents externally sourced funding awarded, received, and realized via grants (State and Federal), Federal appropriations or other sources to facilitate and subsidize City cost.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
FINANCE DEPARTMENT
FISCAL MANAGEMENT DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0222-513.12-00	REGULAR SALARIES AND WAGES	548,157	576,863	576,863	594,169
001-0222-513.21-00	FICA TAXES	40,422	44,130	44,130	45,454
001-0222-513.22-00	RETIREMENT CONTRIBUTIONS	90,909	123,449	123,449	127,152
001-0222-513.23-00	LIFE AND HEALTH INSURANCE	93,032	92,305	92,305	106,770
001-0222-513.24-00	WORKERS' COMPENSATION	621	650	650	745
	TOTAL PERSONAL SERVICES	773,141	837,397	837,397	874,290
001-0222-513.31-01	MISC PROFESSIONAL SERVICES	102,980	102,670	102,670	141,000
001-0222-513.32-00	ACCOUNTING AND AUDITING	22,576	23,060	23,060	26,685
001-0222-513.34-01	MISC OTHER CONTRACTUAL SERVICES	57,317	56,873	56,873	59,500
001-0222-513.34-04	BANKING SERVICES	2,822	3,732	3,732	3,200
001-0222-513.40-00	TRAVEL AND PER DIEM	-	200	200	-
001-0222-513.41-02	TELEPHONE SERVICES	2,280	2,650	2,650	450
001-0222-513.41-05	POSTAGE	2,441	7,613	7,613	8,550
001-0222-513.43-00	UTILITY SERVICES	11,580	11,680	11,680	12,506
001-0222-513.44-00	RENTALS AND LEASES	6,687	7,064	7,064	7,050
001-0222-513.45-00	INSURANCE	16,015	13,705	13,705	17,937
001-0222-513.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	468	500	500	-
001-0222-513.46-05	REPAIR AND MAINT SVCS-SOFTWARE	27,823	28,069	28,069	31,050
001-0222-513.46-10	REPAIR AND MAINT SVCS-BUILDING	2,840	5,338	5,338	5,000
001-0222-513.47-01	MISC PRINTING AND BINDING	-	1,614	1,614	500
001-0222-513.48-01	PROMOTIONAL-ADVERTISEMENTS	1,079	3,350	3,350	1,200
001-0222-513.49-01	MISC OTHR CUR CHGS & OBLIGATIONS	-	1,000	1,000	-
001-0222-513.49-05	LICENSES, TAXES, AND CERTIFICATIONS	-	350	350	350
001-0222-513.51-00	OFFICE SUPPLIES	2,073	4,581	4,581	4,845
001-0222-513.52-01	MISCELLANEOUS OPERATING SUPPLIES	2,191	4,350	4,350	2,800
001-0222-513.52-04	UNIFORMS AND ACCESSORIES	1,610	1,200	1,200	1,200
001-0222-513.54-01	DUES AND SUBSCRIPTIONS	1,515	1,446	1,446	1,520
001-0222-513.54-02	SEMINARS AND COURSES	2,200	4,286	4,286	2,800
	TOTAL OPERATING EXPENDITURES	266,497	285,331	285,331	328,143
001-0222-513.71-00	PRINCIPAL	4,054	-	-	4,054
001-0222-513.72-00	INTEREST	147	-	-	147
	TOTAL DEBT SERVICE	4,201	-	-	4,201
001-0222-581.91-00	INTRAGOVERNMENT TRANSFERS	4,164,317	4,251,300	4,251,300	4,373,897
	TOTAL OTHER USES	4,164,317	4,251,300	4,251,300	4,373,897
	TOTAL FISCAL MANAGEMENT DIVISION	5,208,156	5,374,028	5,374,028	5,580,531



WINTER GARDEN

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FINANCE DEPARTMENT

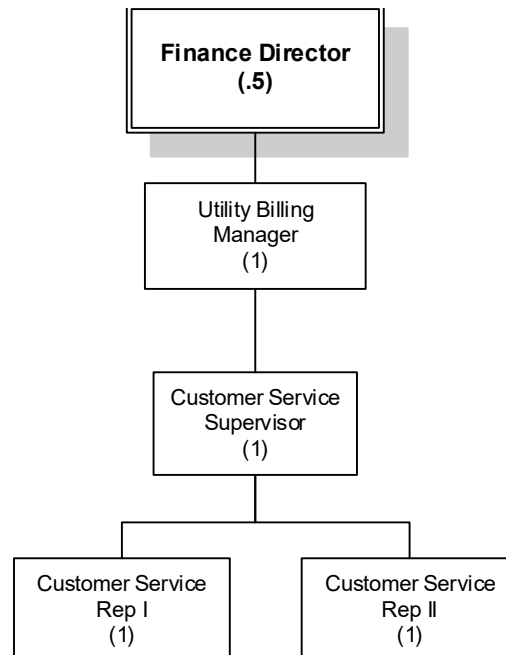
UTILITY BILLING

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: To provide exceptional customer service experience as well as ensure an efficient and effective billing process.	CORE FUNCTIONS: • Customer Service including a payment center for utility service (water, sewer, solid waste, storm water, irrigation) • Meter Reading Management • Account Maintenance including set up, billing, cancellations, collections, and liens • Coordinator of Senior Utility Assistance Discount Program
CHALLENGES: • Service turn offs for non-payment are labor intensive • Call volume during cut-offs increases handle time • Meter shortage has slowed meter replacement process and could cause delays for new construction homes	BUSINESS ASSUMPTIONS: • Increased payments online, over the phone and by mail • Talk time and hold time will remain steady and phones will not experience any disruptions in service • Obtaining email address list from all residents will continue and enhance the way we communicate and serve

Organizational Structure

FTE: 4.5



FY 2025-2026 STRATEGIC PRIORITIES, GOALS AND OBJECTIVES

Strategic Priority #1

Deliver Quality Services Equitably and Respectfully

Department Goal

Provide a responsive and consistent Utility Billing service experience

Objectives

- Improve customer service experience and delivery processes through reinforced phone, over-the-counter and field service training to achieve a citizen service satisfaction rating of **90%** or higher.
- Monitor and improve overall telephone customer service with a targeted focus on reducing average call hold times to achieve excellence in all service interactions.

Strategic Priority #2

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
Utility Billing Service Satisfaction Index **	82%	77%	82%↑
Overall Service Experience Satisfaction Rating (in-house survey)	95.1%	92.5%	≥ 90%↑
Employee Motivation and Productivity Satisfaction Rating ***	78.8%	78.8%	≥ 80%↑
OPERATIONAL INDICATORS			
Average Queue Wait Time (in seconds)	:56	:60	≤ :55↓
Call Abandonment Rate	7.3%	8.8%	≤ 6%↓

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** National Community Survey (NCS) values shown are assessed biennially (every other year) and represent the most recent community assessment and rating conducted in FY24/25.

*** Employee engagement and customer service survey conducted biennially by City Administration and distributed to all employees. Values in FY24/25 show survey results last reported in June of 2024 only for comparative purposes.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
FINANCE DEPARTMENT
UTILITY BILLING DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0223-513.12-00	REGULAR SALARIES AND WAGES	311,521	216,855	216,855	238,283
001-0223-513.14-00	OVERTIME	1,377	2,500	2,500	1,500
001-0223-513.21-00	FICA TAXES	23,542	16,781	16,781	18,446
001-0223-513.22-00	RETIREMENT CONTRIBUTIONS	55,118	46,942	46,942	49,949
001-0223-513.23-00	LIFE AND HEALTH INSURANCE	58,210	54,243	54,243	55,828
001-0223-513.24-00	WORKERS' COMPENSATION	1,106	650	650	1,327
001-0223-513.26-00	OTHER POSTEMPLOYMENT BENEFITS	1,416	6,000	6,000	6,564
	TOTAL PERSONAL SERVICES	452,290	343,971	343,971	371,897
001-0223-513.34-01	COMMUNICATIONS/POSTAGE SVCS	167,166	183,448	183,448	171,750
001-0223-513.34-04	BANKING SERVICES	89,484	58,278	58,278	9,290
001-0223-513.41-02	TELEPHONE SERVICES	5,610	5,579	5,579	6,450
001-0223-513.41-03	RADIO SERVICES	15	20	20	25
001-0223-513.41-04	INTERNET SERVICES	433	476	476	500
001-0223-513.41-05	POSTAGE	2,812	2,692	2,692	3,000
001-0223-513.43-00	UTILITY SERVICES	6,936	7,572	7,572	7,491
001-0223-513.44-00	RENTALS AND LEASES	1,027	5,275	5,275	5,275
001-0223-513.45-00	INSURANCE	9,767	8,374	8,374	10,939
001-0223-513.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	-	500	500	500
001-0223-513.46-05	REPAIR AND MAINT SVCS-SOFTWARE	23,687	35,290	35,290	27,500
001-0223-513.46-06	REPAIR AND MAINT SVCS-HARDWARE	-	-	-	900
001-0223-513.46-10	REPAIR AND MAINT SVCS-BUILDING	1,701	3,065	3,065	3,065
001-0223-513.47-01	MISC PRINTING AND BINDING	326	790	790	1,000
001-0223-513.48-01	ADVERTISEMENT-LEGAL, OTHER	-	500	500	500
001-0223-513.49-01	MISC OTHER CURRENT CHRGS & OBLG	-	100	100	100
001-0223-513.49-05	LICENSES/TAXES/CERTIFICATIONS	20	150	150	150
001-0223-513.51-00	OFFICE SUPPLIES	1,853	3,000	3,000	3,200
001-0223-513.52-01	MISCELLANEOUS OPERATING SUPPLIES	4,503	6,100	6,100	6,300
001-0223-513.52-04	UNIFORMS AND ACCESSORIES	1,456	800	800	1,200
001-0223-513.54-02	SEMINARS AND COURSES	-	600	600	600
	TOTAL OPERATING EXPENDITURES	316,801	322,609	322,609	259,735
001-0223-513.71-00	PRINCIPAL	4,054	-	-	4,054
001-0223-513.72-00	INTEREST	147	-	-	147
	TOTAL DEBT SERVICE	4,201	-	-	4,201
	TOTAL UTILITY BILLING DIVISION	773,292	666,580	666,580	635,833
	TOTAL FINANCE DEPARTMENT	5,981,448	6,040,608	6,040,608	6,216,364



INFORMATION TECHNOLOGY

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT:

Provide timely and effective end-user support, focusing first on customer service, to ensure that all information and communication systems are secure, reliable and performing as expected.

CORE FUNCTIONS:

- Provide Help Desk service according to the Winter Garden Way
- Integrate and support computer hardware, software, and voice technology
- Ensure security, network and systems are in place to protect and support the City's data and operations

CHALLENGES:

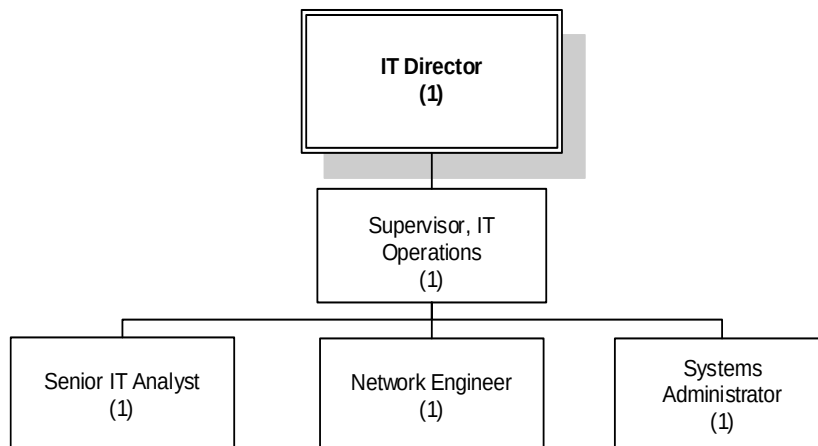
- Failure to be informed on support requirements in a timely manner when called upon to facilitate department technology projects
- Although basic equipment has become on-demand, specialized equipment continues to be extremely difficult to procure due to supply constraints and multi-industry-wide microchip shortages, not to mention inflation and surcharges
- Security will be tested as cybersecurity threats become more sophisticated and ongoing; and as more folks connect from outside our network in various ways
- Managing and vetting the right mix of AI tools for business solutions, along with developing policies to control usage
- On-call dependability
- Uncertainty of impending tariff impacts

BUSINESS ASSUMPTIONS:

- Current security setup will adequately guard data and overall network integrity, confidentiality, and availability; especially in light of data breaches and increased email phishing/ransomware attacks
- Phone system call volumes will remain at a manageable level and controls will minimize and contain involuntary call abandonment occurrences
- Level of staff training will be adequate for any changes in technology
- Budget approval for projects/capital items

Organizational Structure

FTE: 5



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Deliver Quality Services Equitably & Respectfully

Department Goals

Enable staff to maintain high levels of productivity when using technology to provide services to the community and throughout the City

High performing hardware and software systems that enable productivity and service delivery

Objectives

- Enhance interpersonal customer engagement and continue to assess the helpdesk service delivery methods in order to realize improvements in service responsiveness and the manner in which service issues are resolved and followed-up.
- Monitor and improve IT's service request fulfilment process, targeting responsiveness and timely resolution to achieve a first contract resolution rate of **at least 70%**.
- Maintain the City's phone system (infrastructure delivery) by ensuring optimal call flow design and reporting visibility for key service areas to help support overall service excellence.
- Monitor and maintain uninterrupted system uptime to effectively ensure high levels of system performance, access and availability throughout the City.
- Plan and complete multiple targeted software and hardware upgrades to ensure high performing systems as well as enhance organizational productivity and efficiency.

Strategic Priority #2

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
IT Overall Service Satisfaction Rating **	95.4%	95.4%	≥ 90%↑
Employee Motivation and Productivity Satisfaction Rating **	78.8%	78.8%	≥ 80%↑
OPERATIONAL INDICATORS			
Helpdesk Average First Response Time - Regular (in hours)	N/A	4.5	≤ 24↓
Helpdesk Average First Response Time – High Priority (in minutes)	N/A	:28	≤:60↓
Helpdesk First Contact Resolution Rate	84.7%	81.0%	≥ 80%↑
Involuntary Abandonment Rate ***	2.26%	15.30%	≤ 2.0%↓

% Uptime and Availability of Systems	99.88%	99.90%	≥ 99.5% ↑
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* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** Employee engagement and customer service survey conducted biennially by City Administration and distributed to all employees. Values in FY24/25 show survey results last reported in June of 2024 only for comparative purposes.

*** The new phone system implementation has negatively affected this year's measures. Overall metrics are improving and are expected to be in line with operating standards next year.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
INFORMATION TECHNOLOGY DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0225-513.12-00	REGULAR SALARIES AND WAGES	479,000	547,565	547,565	563,678
001-0225-513.21-00	FICA TAXES	34,833	41,889	41,889	43,121
001-0225-513.22-00	RETIREMENT CONTRIBUTIONS	89,782	117,179	117,179	116,443
001-0225-513.23-00	LIFE AND HEALTH INSURANCE	94,017	98,460	98,460	101,566
001-0225-513.24-00	WORKERS' COMPENSATION	556	420	420	667
	TOTAL PERSONAL SERVICES	698,188	805,513	805,513	825,475
001-0225-513.31-01	MISC PROFESSIONAL SERVICE	1,400	3,000	3,000	5,000
001-0225-513.34-01	MISC OTHER CONTRACTUAL SERVICES	41,735	31,685	31,685	11,000
001-0225-513.40-00	TRAVEL AND PER DIEM	10	2,840	2,840	-
001-0225-513.41-02	TELEPHONE SERVICES	5,101	99,470	99,470	77,500
001-0225-513.41-04	INTERNET SERVICES	110,977	115,000	115,000	131,522
001-0225-513.41-05	POSTAGE	40	250	250	250
001-0225-513.43-00	UTILITY SERVICES	12,049	9,500	9,500	13,013
001-0225-513.45-00	INSURANCE	88,407	85,430	85,430	99,016
001-0225-513.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	-	6,000	6,000	9,000
001-0225-513.46-03	REPAIR AND MAINT SVCS-VEHICLES	378	500	500	500
001-0225-513.46-05	REPAIR AND MAINT SVCS-SOFTWARE	365,491	654,040	620,640	665,225
001-0225-513.46-06	REPAIR AND MAINT SVCS-HARDWARE	44,407	124,000	124,000	8,600
001-0225-513.46-10	REPAIR AND MAINT SVCS-BUILDING	5,904	3,000	3,000	2,500
001-0225-513.51-00	OFFICE SUPPLIES	755	1,800	1,800	1,000
001-0225-513.52-01	MISCELLANEOUS OPERATING SUPPLIES	30,203	178,790	234,254	200,717
001-0225-513.52-03	GASOLINE AND OIL	112	150	150	-
001-0225-513.52-04	UNIFORMS AND ACCESSORIES	799	1,300	1,300	1,300
001-0225-513.52-05	IT OPER SUPPLIES	5,859	14,800	14,800	33,035
001-0225-513.54-01	DUES AND SUBSCRIPTIONS	300	575	575	420
001-0225-513.54-02	SEMINARS AND COURSES	2,396	8,100	8,100	3,300
001-0225-513.54-03	EDUCATION ASSISTANCE PROGRAM	6,856	14,715	14,715	-
	TOTAL OPERATING EXPENDITURES	723,179	1,354,945	1,377,009	1,262,898
001-0225-513.63-00	IMPROV. OTHER THAN BUILDINGS	-	-	199,356	-
001-0225-513.64-00	MACHINERY AND EQUIPMENT	251,622	196,894	310,698	605,260
	TOTAL CAPITAL OUTLAY	251,622	196,894	510,054	605,260
001-0225-513.71-00	PRINCIPAL	81,519	-	-	81,519
001-0225-513.72-00	INTEREST	4,746	-	-	4,746
	TOTAL DEBT SERVICE	86,265	-	-	86,265
	TOTAL INFORMATION TECHNOLOGY DIVISION	1,759,254	2,357,352	2,692,576	2,779,898



ADMINISTRATIVE SERVICES

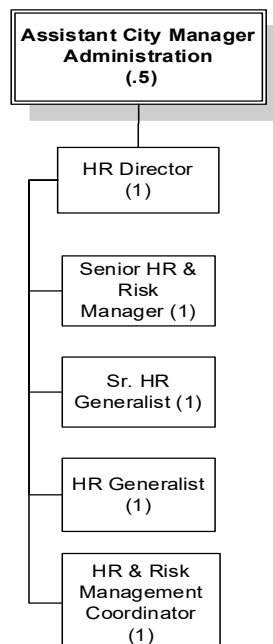
HUMAN RESOURCES

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: To recruit, engage, develop, support, and retain a skilled, diverse workforce.	CORE FUNCTIONS: • Recruitment and Retention • Employee Support Services • Employee Organizational Development • Employee Relations • Risk Management • Employee Benefits
CHALLENGES: • Increased challenges maintaining competitiveness locally with recruiting and retention of staff due to talent shortage in local labor market (i.e., finding qualified candidates with the required experience, training, & certification) and a significant increase in market pay rates • Address the ongoing trend of rising pay ranges, including calibrating pay for existing staff (to address both market discrepancies and internal pay compression) and increasing new hire pay rates to attract talent • Increased labor relations volume due to four unions • Retention of existing talent and shortage of skilled talent to fill vacancies • Need for succession planning for key positions with pending retirements identified over the course of the next 5 years	BUSINESS ASSUMPTIONS: • Employees will want to continue to learn and improve skills if given the opportunity • Managers, supervisors, and staff will embrace leadership development training opportunities • Ongoing training and support to help all leaders and employees successfully navigate the Career Development program and identify career paths, qualification gaps, etc. • Employee compliance with safety practices

Organizational Structure

FTE: 5.5



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Recruit, Develop and Retain Top Talent

Department Goals

Recruit and select high quality candidates for all positions

Increase development opportunities for City employees

Monitor attendance and productivity of workforce

Objectives

- Monitor and improve recruitment, interview, and selection process to impact improved time-to-fill timeframes and quality of hire.
 - Develop and implement targeted employee training programs to increase the skill set quality for management and all employees.
 - Enable, support and monitor the Career Development Program process, activities, and goals to ensure faithful leadership, delivery and program experience for all general employees who pursue career fulfillment and opportunities throughout the City.
 - Monitor and manage employee time-off and any impact on departmental and City operations.
-

Strategic Priority #2

Provide Sound Fiscal Management

Department Goal

Reduce healthcare costs to the City

Objective

- Promote a healthier workforce and negotiate better healthcare contracts with insurers to reduce medical benefits payments.
-

Strategic Priority #3

Deliver Quality Services Equitably & Respectfully

Department Goals

Achieve a productive and safe workplace

Excellent and professional HR service experience to all employees and departments

Objectives

- Continue to expand City-wide safety training efforts to minimize employee injuries and lost work days.
 - Continue to promote and demonstrate professional values at all employee touch points in an effort to uphold the City's service philosophy standards for excellence.
-

Strategic Priority #4

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objectives

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.
- Foster a City-wide employee recognition and rewards program designed to acknowledge and reward employees in order to impact employee morale, engagement, and retention.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
Overall Employee On-Boarding Satisfaction Rate	100%	100%	100%↑
Career Development Leadership Effectiveness Satisfaction Index **	87.0%	87.0%	89%↑
HR Overall Customer Service Satisfaction Rating **	91.1%	91.1%	≥ 90%↑
Employee Motivation and Productivity Satisfaction Rating **	78.8%	78.8%	≥ 80%↑
FINANCIAL INDICATOR			
Annual Healthcare Reserve/Member	\$1,235	\$4,000	≥ \$4,000↑
OPERATIONAL INDICATORS			
Average Time to Fill High-Level Position (In Days)	25	N/A	≤ 90↓
Average Time to Fill Mid-Level Position (In Days)	43	90	≤ 90↓
Sick Hours per FTE	45.1	45	≤ 45↓
Average Time Off per FTE (Hours)	206.4	200	≤ 200↓
Citywide Lost Workdays Due to On-The-Job Injuries per FTE	.22	.50	≤ 0.45↓
Citywide Light Duty Days Due to On-The-Job Injuries per FTE	.32	.12	≤ 0.65↓

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** Employee engagement and customer service survey conducted biennially by City Administration and distributed to all employees. Values in FY24/25 show survey results last reported in June of 2024 only for comparative purposes.

A value denoted by "N/A" indicates a measurement was not assessed or will not be assessed.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
ADMINISTRATIVE SERVICES DEPARTMENT
HUMAN RESOURCES DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0745-513.12-00	REGULAR SALARIES AND WAGES	505,255	661,616	661,616	702,853
001-0745-513.21-00	FICA TAXES	36,966	50,614	50,614	53,768
001-0745-513.22-00	RETIREMENT CONTRIBUTIONS	95,466	118,808	118,808	119,477
001-0745-513.23-00	LIFE AND HEALTH INSURANCE	95,054	100,723	100,723	111,910
001-0745-513.24-00	WORKERS' COMPENSATION	401	683	683	481
	TOTAL PERSONAL SERVICES	733,203	932,443	932,443	988,490
001-0745-513.31-01	MISC PROFESSIONAL SERVICES	653	600	600	225
001-0745-513.31-02	LEGAL SERVICES	90	1,400	1,400	7,500
001-0745-513.31-06	MEDICAL SERVICES	33,868	34,000	34,000	40,000
001-0745-513.34-01	MISC OTHER CONTRACTUAL SERVICES	83,206	100,300	100,300	87,950
001-0745-513.34-08	PERSONNEL SERVICES	-	1,000	1,000	1,000
001-0745-513.40-00	TRAVEL AND PER DIEM	639	1,000	1,000	4,700
001-0745-513.41-02	TELEPHONE SERVICES	3,262	4,050	4,050	3,275
001-0745-513.41-04	INTERNET SERVICES	866	1,200	1,200	900
001-0745-513.41-05	POSTAGE	863	1,750	1,750	1,000
001-0745-513.43-00	UTILITY SERVICES	10,849	10,500	10,500	11,000
001-0745-513.44-00	RENTALS AND LEASES	2,537	5,000	5,000	6,600
001-0745-513.45-00	GENERAL INSURANCE	14,696	12,450	12,450	16,460
001-0745-513.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	-	2,000	2,000	1,000
001-0745-513.46-05	REPAIR AND MAINT SVCS-SOFTWARE	515	800	800	1,000
001-0745-513.46-06	REPAIR AND MAINT SVCS-HARDWARE	-	1,500	1,500	1,000
001-0745-513.46-10	REPAIR AND MAINT SVCS-BUILDING	2,924	5,000	5,000	5,000
001-0745-513.47-01	MISC PRINTING AND BINDING	80	420	420	200
001-0745-513.48-01	PROMOTIONAL-ADVERTISEMENTS	1,000	10,000	10,000	53,550
001-0745-513.48-02	PROMOTIONAL-PROMOTIONAL ITEMS	6,327	6,000	6,000	7,800
001-0745-513.49-11	OTHER CURRENT CHGS & OBLG	5,363	7,000	7,000	16,390
001-0745-513.51-00	OFFICE SUPPLIES	2,749	4,000	4,000	3,500
001-0745-513.52-01	MISCELLANEOUS OPERATING SUPPLIES	79,486	87,500	80,500	95,000
001-0745-513.52-03	GASOLINE AND OIL	191	1,000	1,000	-
001-0745-513.52-04	UNIFORMS AND ACCESSORIES	1,200	1,200	1,200	1,200
001-0745-513.54-01	DUES AND SUBSCRIPTIONS	3,584	5,000	5,000	5,065
001-0745-513.54-02	SEMINARS AND COURSES	28,848	44,000	178,689	14,900
	TOTAL OPERATING EXPENDITURES	283,796	348,670	476,359	386,215
001-0745-513.71-00	PRINCIPAL	2,484	-	-	2,484
001-0745-513.72-00	INTEREST	186	-	-	186
	TOTAL DEBT SERVICE	2,670	-	-	2,670
TOTAL HUMAN RESOURCES DIVISION		1,019,669	1,281,113	1,408,802	1,377,374



ADMINISTRATIVE SERVICES FACILITIES MANAGEMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT:

Enhance and maintain the appearance and safety of the City by the efficient management of its facilities.

CORE FUNCTIONS:

- Maintenance of City facilities
- Selection and management of products, contracts, and vendors
- Monitor and improve condition of City facilities assets
- Support for City events and meetings

CHALLENGES:

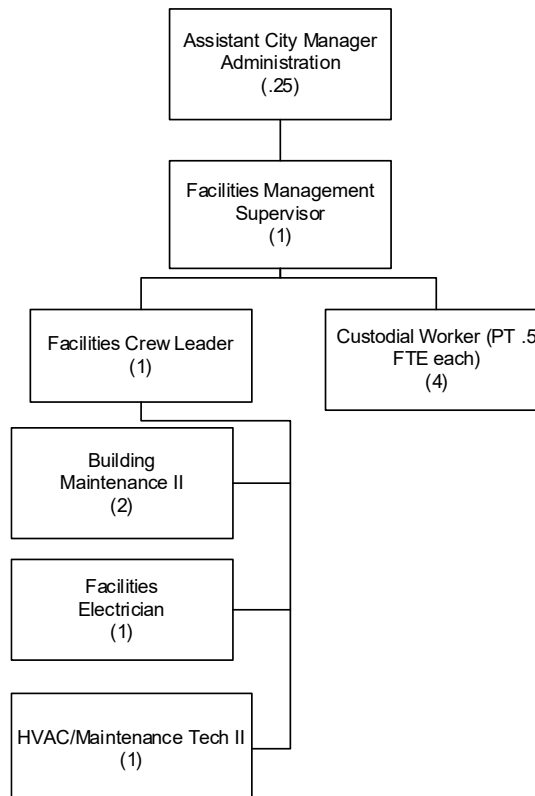
- Staffing levels are currently affecting level of service as we acquire more property to maintain with the same number of personnel
- Experiencing higher than expected costs of maintaining facilities
- A heavy volume of electrical related work from departments and city projects continues to grow
- Office workload related to documentation, scheduling, and other assorted tasks slow down manager's project management capability. Additional administration support is required to improve efficiency

BUSINESS ASSUMPTIONS:

- Sufficient funding will be available for training, education, sustainability, and maintenance
- Work that requires outsourcing will be done in a timely and cost-effective manner

Organizational Structure

FTE: 8.25



2025-2026 STRATEGIC PRIORITIES, GOALS AND OBJECTIVES

Strategic Priority #1

Deliver Quality Services Equitably and Respectfully

Department Goal

Provide “best in class” customer service through prompt responses and timely completions of corrective and preventive maintenance work orders

Objectives

- Proactively review the service delivery process and experience to achieve an overall facilities management satisfaction rating of at least **90%**.
- Ensure a responsive Facilities operation to all work request demand while containing repair costs within acceptable parameters and optimizing the efficient utilization of resources.
- Create a ten-year asset repair/replacement plan and schedule to help effectively predict future costs and labor needs for budgeting purposes.

Strategic Priority #2

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
Facilities Overall Customer Service Satisfaction Rating **	91.9%	91.9%	≥90% ↑
Employee Motivation and Productivity Satisfaction Rating **	78.8%	78.8%	≥80% ↑
FINANCIAL INDICATORS			
Average Level 1 Repair Costs (Life & Safety Failures)	\$183.00	\$337.00	≤ \$200 ↓
Average Level 2 Repair Costs (Equipment Defects)	\$165.75	\$146.00	≤ \$250 ↓
Average Preventive Maintenance Cost	\$110.50	\$84.25	≤ \$175 ↓
Average Corrective Maintenance Cost	\$323.00	\$310.75	≤ \$450 ↓
Average Request For Services Task Cost ***	\$287.25	\$130.76	≤ \$250 ↓

Average Events Related Cost **	N/A	\$6,933.00	≤ \$5,280 ↓
Repair Equipment Cost vs New Cost Ratio	N/A	N/A	≤ 40% ↓
OPERATIONAL INDICATORS			
Average Days to Close <i>Level 1</i> Service Work Requests (Life & Safety Failures)	1	1	≤ 1 ↓
Average Days to Close <i>Level 2</i> Service Work Requests (Equipment Defects)	2.3	2.5	≤ 3 ↓
% Preventive Maintenance vs Corrective Maintenance	36.5%	45%	50% ↑
Average Preventive Maintenance Hours	1.78	2	≤ 2 ↓
Average Corrective Maintenance Hours	3.7	3	≤ 4 ↓
Average Request For Services Task Hours	5	2.3	≤ 2 ↓
Average Events Related Hours ***	N/A	142	132 ↓

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** Employee engagement and customer service survey conducted biennially by City Administration and distributed to all employees. Values in FY24/25 show survey results last reported in June of 2024 only for comparative purposes.

*** Certain line items were included in this number in the past for historical data and will now be broken out to more clearly identify Facilities functions.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
ADMINISTRATIVE SERVICES DEPARTMENT
FACILITIES MANAGEMENT DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0746-539.12-00	REGULAR SALARIES AND WAGES	589,662	619,795	619,795	643,710
001-0746-539.14-00	OVERTIME	87,330	89,312	89,312	100,163
001-0746-539.21-00	FICA TAXES	50,262	54,247	54,247	56,627
001-0746-539.22-00	RETIREMENT CONTRIBUTIONS	111,408	126,176	126,176	129,394
001-0746-539.23-00	LIFE AND HEALTH INSURANCE	87,672	89,077	89,077	119,228
001-0746-539.24-00	WORKERS' COMPENSATION	7,119	21,896	21,896	8,543
	TOTAL PERSONAL SERVICES	933,453	1,000,503	1,000,503	1,057,665
001-0746-539.34-01	MISC OTHER CONTRACTUAL SERVICES	49,256	46,380	46,380	105,029
001-0746-539.34-06	JANITORIAL SERVICES	223,125	209,840	209,840	189,324
001-0746-539.34-08	PERSONNEL SERVICES	75,173	90,000	90,000	90,000
001-0746-539.40-00	TRAVEL AND PER DIEM	301	1,000	1,000	2,150
001-0746-539.41-02	TELEPHONE SERVICES	10,482	10,860	10,860	11,000
001-0746-539.41-04	INTERNET SERVICES	5,333	4,320	4,320	7,488
001-0746-539.43-00	UTILITY SERVICES	26,739	25,500	25,500	48,750
001-0746-539.44-00	RENTALS AND LEASES	3,065	13,600	13,600	16,300
001-0746-539.45-00	INSURANCE	4,368	6,251	6,251	4,892
001-0746-539.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	375	1,500	1,500	2,500
001-0746-539.46-03	REPAIR AND MAINT SVCS-VEHICLES	25,014	13,000	13,000	16,150
001-0746-539.46-05	REPAIR AND MAINT SVCS-SOFTWARE	1,248	2,038	2,038	100
001-0746-539.46-10	REPAIR AND MAINT SVCS-BUILDING	316,073	301,260	301,260	323,737
001-0746-539.47-01	MISC PRINTING AND BINDING	81	75	75	75
001-0746-539.49-05	LICENSES, TAXES, AND CERTIFICATIONS	1,066	500	500	475
001-0746-539.49-11	OTHER CURRENT CHGS & OBG / EMP	866	-	-	850
001-0746-539.51-00	OFFICE SUPPLIES	445	750	750	750
001-0746-539.52-01	MISCELLANEOUS OPERATING SUPPLIES	36,214	34,500	34,500	37,025
001-0746-539.52-02	CHEMICALS	1,706	6,200	6,200	5,650
001-0746-539.52-03	GASOLINE AND OIL	13,317	12,000	12,000	13,900
001-0746-539.52-04	UNIFORMS AND ACCESSORIES	8,187	7,560	7,560	7,875
001-0746-539.52-99	OPERATING SUPPLIES	-	-	-	15,775
001-0746-539.54-01	DUES AND SUBSCRIPTIONS	7,850	7,405	7,405	11,950
001-0746-539.54-02	SEMINARS AND COURSES	1,226	5,050	5,050	5,530
001-0746-539.54-03	EDUCATIONAL ASSISTANCE	1,080	-	-	-
	TOTAL OPERATING EXPENDITURES	812,590	799,589	799,589	917,275
001-0746-539.62-00	BUILDINGS	117,291	455,250	855,756	289,320
001-0746-539.63-00	IMPROVEMENTS OTHER THAN BUILDINGS	13,338	-	103,054	76,560
001-0746-539.64-00	MACHINERY AND EQUIPMENT	169,680	-	9,732	-
	TOTAL CAPITAL OUTLAY	300,309	455,250	968,542	365,880
TOTAL FACILITIES MANAGEMENT DIVISION		2,046,352	2,255,342	2,768,634	2,340,820



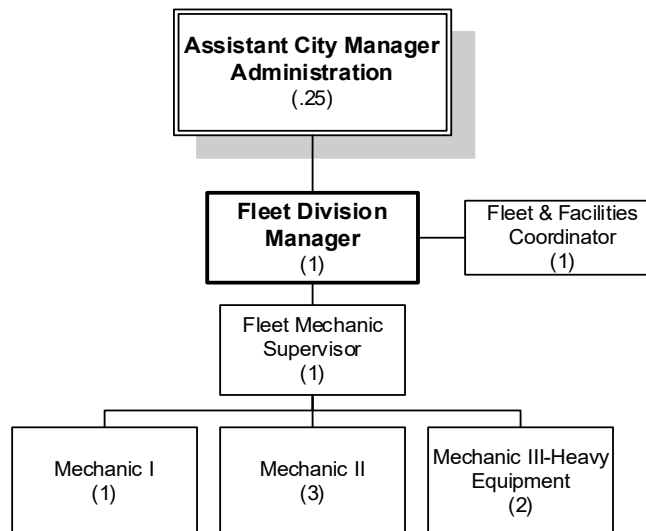
ADMINISTRATIVE SERVICES FLEET MANAGEMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: To efficiently maintain a safe and reliable fleet of City vehicles.	CORE FUNCTIONS: - Preventive maintenance and repairs of vehicles and equipment - Ensure that vehicles and equipment are adequate and ready for use - Fuel management and distribution - Vehicle acquisition
CHALLENGES: - Availability of replacement parts (supply chain issues) - Increasing maintenance costs associated with an aging fleet coupled with an inflationary environment (ex. tire pricing has increased exponentially, but all maintenance parts are affected) - Skill level - keeping pace with evolving technology - Inaccurate fuel and mileage reporting affects budgeting and analysis critical to future maintenance and vehicle depreciation costs - EPA requirements effect on pricing and availability of vehicles and parts	BUSINESS ASSUMPTIONS: - Adequate funding and resources are available - Maximize preventative maintenance to reduce vehicle deficiencies - Develop vehicle replacement cycles to maximize readiness/productivity - Continued practice of using an evening shift to keep overtime to a minimum and decrease downtime - Implement targeted on the job training and other available professional training resources to increase maintenance efficiency - Staff will have required certifications for procurement needs and work requirements

Organizational Structure

FTE: 9.25



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Deliver Quality Services Equitably and Respectfully

Department Goal

Maximize Fleet asset use and longevity through timely preventive and corrective maintenance.

Objective

- Control maintenance and repair cost and ensure that all fleet vehicles are available, reliable and sufficiently utilized to help achieve a productive workforce.

Strategic Priority #2

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
Overall Fleet Management Satisfaction Rating **	97%	97%	≥ 90%↑
Employee Motivation and Productivity Satisfaction Rating **	78.8%	78.8%	≥ 80%↑
FINANCIAL INDICATOR			
Fleet Average Repair and PM Cost *	\$885	\$930	\$968↓
OPERATIONAL INDICATORS			
Overall Preventative Maintenance Adherence Rate *	99.8%	99.8%	≥ 95%↑
% Preventive vs. Corrective Maintenance *	27.1%	30%	30%↑
Fleet Average Downtime Hours *	23.5	41.0	15.0↓
% Repeat Repairs/Failures *	4.26%	3.90%	2.5%↓
Fleet Assets-to-Mechanic Ratio *	55.0	60.0	63.0↓
% of Repairs Outsourced *	6.0%	7.0%	7%↓

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

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**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
ADMINISTRATIVE SERVICES DEPARTMENT
FLEET MANAGEMENT DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0747-539.12-00	REGULAR SALARIES AND WAGES	679,455	661,473	661,473	681,018
001-0747-539.14-00	OVERTIME	44,092	39,721	39,721	51,216
001-0747-539.21-00	FICA TAXES	52,926	53,641	53,641	55,650
001-0747-539.22-00	RETIREMENT CONTRIBUTIONS	113,595	150,056	150,056	150,993
001-0747-539.23-00	LIFE AND HEALTH INSURANCE	142,340	151,427	151,427	159,421
001-0747-539.24-00	WORKERS' COMPENSATION	15,474	6,254	6,254	18,569
001-0747-539.26-00	OTHER POST EMPLOYMENT BENEFITS	12,185	9,760	9,760	17,688
	TOTAL PERSONAL SERVICES	1,060,067	1,072,333	1,072,333	1,134,554
001-0747-539.34-01	MISC OTHER CONTRACTUAL SERVICES	27,801	15,855	15,855	16,410
001-0747-539.34-06	JANITORIAL SERVICES	4,930	6,200	6,200	6,420
001-0747-539.34-08	PERSONNEL SERVICES	466	6,000	6,000	6,000
001-0747-539.40-00	TRAVEL AND PER DIEM	5,813	3,500	3,500	5,000
001-0747-539.41-02	TELEPHONE SERVICES	5,192	5,650	5,650	6,130
001-0747-539.41-03	RADIO SERVICES	76	90	90	700
001-0747-539.41-04	INTERNET	962	1,000	1,000	1,820
001-0747-539.41-05	COMMUNICATIONS/FREIGHT-POSTAGE	139	700	700	720
001-0747-539.43-00	UTILITY SERVICES	3,473	3,000	3,000	5,400
001-0747-539.44-00	RENTALS AND LEASES	11,867	11,000	11,000	12,480
001-0747-539.45-00	INSURANCE	16,079	25,428	25,428	18,008
001-0747-539.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	11,707	12,200	12,200	13,170
001-0747-539.46-03	REPAIR AND MAINT SVCS-VEHICLES	18,932	12,900	12,900	18,700
001-0747-539.46-05	REPAIR AND MAINT SVCS-SOFTWARE	27,027	28,840	28,840	31,509
001-0747-539.46-10	REPAIR AND MAINT SVCS-BUILDING	42,537	9,000	9,000	12,000
001-0747-539.47-01	MISC PRINTING AND BINDING	140	500	500	500
001-0747-539.49-05	LICENSES, TAXES, AND CERTIFICATIONS	4,863	13,560	13,560	14,700
001-0747-539.51-00	OFFICE SUPPLIES	1,451	1,350	1,350	1,500
001-0747-539.52-01	MISCELLANEOUS OPERATING SUPPLIES	47,022	40,500	40,500	38,500
001-0747-539.52-02	CHEMICALS	7,559	7,500	7,500	12,100
001-0747-539.52-03	GASOLINE AND OIL	57,001	43,000	43,000	44,600
001-0747-539.52-04	UNIFORMS AND ACCESSORIES	13,069	13,484	13,484	14,520
001-0747-539.52-05	INVENTORY PARTS	15,646	-	-	1,800
001-0747-539.54-01	DUES AND SUBSCRIPTIONS	478	1,800	1,800	2,400
001-0747-539.54-02	SEMINARS AND COURSES	4,152	19,200	19,200	18,000
	TOTAL OPERATING EXPENDITURES	328,502	282,257	282,257	303,087
001-0747-539.62-00	BUILDINGS	-	50,000	50,000	50,000
001-0747-539.63-00	IMPROVEMENTS OTHER THAN BUILDINGS	53,777	-	-	-
	TOTAL CAPITAL OUTLAY	53,777	50,000	50,000	50,000
	TOTAL FLEET MANAGEMENT DIVISION	1,442,346	1,404,590	1,404,590	1,487,642
	TOTAL ADMINISTRATIVE SERVICES DEPARTMENT	4,508,367	4,941,044	5,582,025	5,205,837

- PUBLIC SAFETY -

Police – Sworn

Police – Non-sworn

Code Enforcement

Police – Communications

Fire/Rescue Department



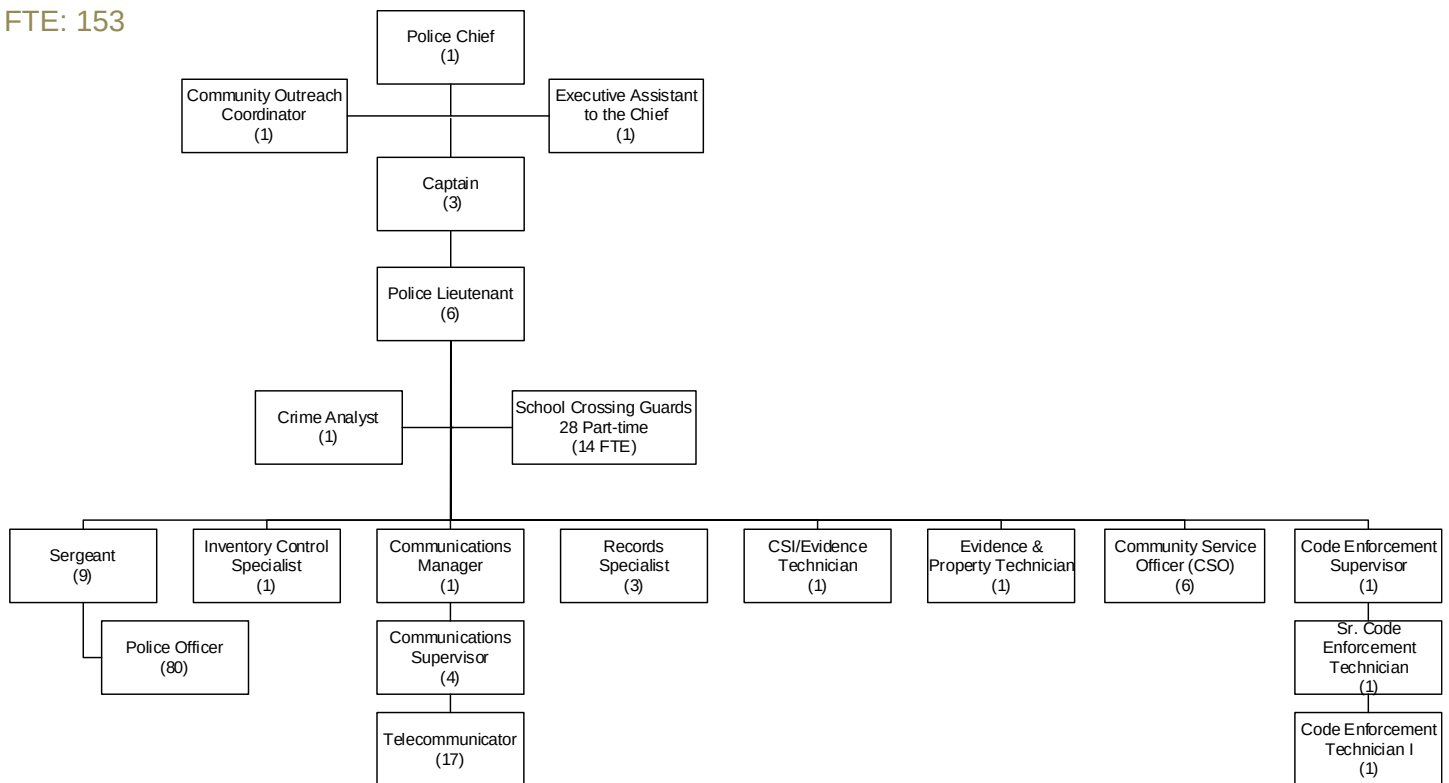
POLICE DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: Create safe communities by building partnerships to prevent crime and utilizing modern technology to target criminal activities.	CORE FUNCTIONS: • Patrol • Criminal Investigations • Traffic Enforcement • Community Oriented Policing • Forensics • Dispatch (911 and Non-Emergency Services) • Enforce City codes
CHALLENGES: • Outgrowing the current police department buildings and are facing scheduling difficulties with training/shooting facilities • Records Management Software upgrade challenges on reporting crime statistics and the data migration from one system to another • Extended economic pressures could increase overall crime • Maintaining staffing levels ▪ Need to increase staff to keep pace with population growth along with new annexation areas ▪ Recruiting/retaining qualified applicants - City facing competition with surrounding agencies who have significantly increased wages • Citizen's apathy towards public safety initiatives • Traffic safety and enforcement as a result of increasing population within the City and surrounding localities • Effect of the state of the economy on land/property maintenance, development and re-development causes more code violations to occur • Change in policy regarding prosecutions has increased challenges with misdemeanor crimes	BUSINESS ASSUMPTIONS: • Staffing vacancies will be reduced • Enforcement policy changes enacted will further build and preserve community relationships in Winter Garden • New Records Management Software system will be updated to assist and improve the efficiency of crime statistics reporting

Organizational Structure

FTE: 153



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Ensure a Safe Community

Department Goal

Ensure high sense of safety for all residential and business communities and throughout downtown

Objectives

- Identify and address crime trends, targeting unlocked vehicles and shoplifting at the mall, to decrease the number of property crimes and improve the safety perceptions of our citizens.
- Analyze trends and improve violent crime prevention initiatives throughout the community to achieve a high sense of safety regarding violent crimes.
- Expand overall crime prevention initiatives to improve the sense of safety around the 'crime prevention index'.
- Provide proactive education and community awareness through increased use of technology-based solutions to improve how residents feel about neighborhood safety.
- Ensure vehicular traffic safety in targeted neighborhoods and major roadways utilizing effective enforcement measures to reduce excessive speeding and to uphold careful observance of the traffic codes.
- Target crime trends throughout the downtown district to increase the overall sense of safety throughout Winter Garden's downtown district.

Strategic Priority #2

Provide an Attractive Community

Department Goal

Improve and preserve the aesthetics and community charm throughout the City

Objective

- Continue to proactively educate and engage citizens on the City's enforcement standards and work with citizens on the process while placing emphasis on targeted areas of need to achieve as well as maintain higher levels of voluntary citizen compliance.
-

Strategic Priority #3

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.
-

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
Safety From Property Crime Index **	79%	83%	85%↑
Safety From Violent Crime Index **	81%	86%	88%↑
Crime Prevention Index **	82%	85%	87%↑
Sense of Safety Throughout the City Composite Satisfaction Index ***	90.3%	95.3%	96%↑
Traffic Enforcement Satisfaction Index **	68%	74%	79%↑
Code Enforcement Satisfaction Index **	56%	62%	67%↑
% Citizen Initiated Code Complaints	2.9%	2.5%	5%↓
Employee Motivation and Productivity Satisfaction Rating****	78.8%	78.8%	≥ 80%↑
OPERATIONAL INDICATORS			
Property Crime Clearance Rate	38.9%	39%	≥ 35%↑
Violent Crime Clearance Rate	68.8%	68.8%	≥ 58%↑

Crime Clearance Rate	41.2%	41.2%	≥38%↑
# of Crimes Reported (property & violent crimes combined)	1,880	1,700	1,800↓
Crime Rate per 1,000 Residents	36.5	33.1	34.2↓
Downtown Crime Clearance Rate	69%	69%	≥ 65%↑
# of Crimes Reported in Downtown District	72	63	75↓
Number of Traffic Stops	21,586	18,850	9,000↑
Count of Traffic Enforcement Events	3,051	2,376	1,800↑
Code 2 Calls per 1,000 Residents (low priority-crime not in progress emergencies)	229.5	227.4	228.1↓
Code 2 Calls Response Time (low priority-crime not in progress emergencies)	6:55	6:50	≤ 7:00↓
Code 3 Calls per 1,000 Residents (high priority emergencies)	12.39	13.2	14.3↓
Code 3 Calls Response Time (high priority emergencies)	3:55	3:55	≤ 4:10↓
Average Days Taken to Close a Code Enforcement Case	35.55	21.5	45↓
% of Code Complaints/Cases Brought into Compliance without Official Action	99%	99%	100%↑

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** National Community Survey (NCS) values shown are assessed biennially (every other year) and represent the most recent community assessment and rating conducted in FY24/25.

*** Represents an average of **four community safety indices** from the biennial community survey: 'Safety in Your Neighborhood During the Day Index,' 'Safety in Your Neighborhood After Dark Index', 'Safety in Downtown during the Day Index' and 'Safety in Downtown after Dark Index'.

**** Employee engagement and customer service survey conducted biennially by City Administration and distributed to all employees. Values in FY24/25 show survey results last reported in June of 2024 only for comparative purposes.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
POLICE DEPARTMENT
SWORN DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0521-521.12-00	REGULAR SALARIES AND WAGES	7,064,076	8,284,690	8,284,690	9,059,965
001-0521-521.14-00	OVERTIME	507,249	905,514	905,514	697,303
001-0521-521.15-00	SPECIAL PAY	87,750	115,013	115,013	118,599
001-0521-521.16-00	SPECIAL DETAIL	464,372	390,577	390,577	484,849
001-0521-521.21-00	FICA TAXES	595,659	741,728	741,728	792,595
001-0521-521.22-00	RETIREMENT CONTRIBUTIONS	1,376,812	1,966,704	1,966,704	2,009,949
001-0521-521.23-00	LIFE AND HEALTH INSURANCE	1,415,598	1,500,139	1,500,139	1,682,465
001-0521-521.24-00	WORKERS' COMPENSATION	245,573	256,279	256,279	294,688
001-0521-521.26-00	OTHER POST EMPLOYMENT BENEFITS	20,207	10,250	10,250	27,456
	TOTAL PERSONAL SERVICES	11,777,296	14,170,894	14,170,894	15,167,868
001-0521-521.31-01	MISC PROFESSIONAL SERVICES	4,277	4,375	4,375	5,075
001-0521-521.31-02	LEGAL SERVICES	25,691	25,000	25,000	25,000
001-0521-521.31-06	MEDICAL SERVICES	4,910	8,750	8,750	5,450
001-0521-521.34-01	MISC OTHER CONTRACTUAL SERVICES	59,144	137,370	137,370	118,905
001-0521-521.40-00	TRAVEL AND PER DIEM	8,614	9,000	9,000	9,000
001-0521-521.41-01	CABLE SERVICES	938	948	948	2,232
001-0521-521.41-02	TELEPHONE SERVICES	55,075	58,944	58,944	58,733
001-0521-521.41-03	RADIO SERVICES	-	19,392	-	-
001-0521-521.41-04	INTERNET SERVICES	64,893	64,320	64,320	60,564
001-0521-521.41-05	POSTAGE	1,932	2,436	2,436	2,000
001-0521-521.43-00	UTILITY SERVICES	74,739	72,500	72,500	81,768
001-0521-521.44-00	RENTALS AND LEASES	114,185	192,542	192,542	211,738
001-0521-521.45-00	INSURANCE	266,905	409,301	409,301	298,934
001-0521-521.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	11,989	42,868	42,868	36,000
001-0521-521.46-03	REPAIR AND MAINT SVCS-VEHICLES	263,437	220,000	220,000	256,800
001-0521-521.46-05	REPAIR AND MAINT SVCS-SOFTWARE	242,462	1,196,735	1,196,735	478,217
001-0521-521.46-10	REPAIR AND MAINT SVCS-BUILDING	25,972	17,500	17,500	15,000
001-0521-521.47-01	MISC PRINTING AND BINDING	1,341	3,000	3,000	1,000
001-0521-521.49-01	MISC OTHR CUR CHGS & OBLIGATIONS	500	-	-	200
001-0521-521.49-05	LICENSES, TAXES, AND CERTIFICATIONS	205	2,550	2,550	2,200
001-0521-521.49-13	OTHER- INVESTIGATIVE FUNDS	-	-	-	500
001-0521-521.51-00	OFFICE SUPPLIES	4,875	14,300	14,300	6,300
001-0521-521.52-01	MISCELLANEOUS OPERATING SUPPLIES	152,254	163,451	163,451	242,042
001-0521-521.52-03	GASOLINE AND OIL	247,480	230,000	230,000	230,000
001-0521-521.52-04	UNIFORMS AND ACCESSORIES	72,219	118,407	118,407	118,110
001-0521-521.54-01	DUES AND SUBSCRIPTIONS	1,960	3,335	3,335	4,705
001-0521-521.54-02	SEMINARS AND COURSES	31,723	36,510	36,510	38,575
001-0521-521.54-03	EDUCATIONAL ASSISTANCE PROGRAM	8,363	20,000	20,000	25,000
001-0521-521.54-04	EDUCATION-SECOND DOLLAR FUNDING	10,073	10,000	10,000	10,000
	TOTAL OPERATING EXPENDITURES	1,756,156	3,083,534	3,064,142	2,344,048

001-0521-521.62-00	BUILDING	3,066	-	36,394	-
001-0521-521.63-00	IMPROVEMENTS OTHER THAN BUILDING	9,998	-	-	-
001-0521-521.64-00	MACHINERY AND EQUIPMENT	1,021,062	377,136	623,494	81,200
	TOTAL CAPITAL OUTLAY	1,034,126	377,136	659,888	81,200
001-0521-521.71-00	PRINCIPAL	125,844	-	-	125,844
001-0521-521.72-00	INTEREST	6,745	-	-	6,745
	TOTAL DEBT SERVICE	132,589	-	-	132,589
001-0521-581.91-02	GRANTS-CITY MATCH	-	8,400	8,400	8,400
	TOTAL OTHER USES	-	8,400	8,400	8,400
TOTAL SWORN DIVISION		14,700,167	17,639,964	17,903,324	17,734,105

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
POLICE DEPARTMENT
NONSWORN-MISCELLANEOUS DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0520-521.12-00	REGULAR SALARIES AND WAGES	552,054	692,022	692,022	638,421
001-0520-521.13-00	OTHER SALARIES AND WAGES	305,197	319,960	319,960	396,432
001-0520-521.14-00	OVERTIME	5,700	17,515	17,515	9,461
001-0520-521.21-00	FICA TAXES	64,053	78,757	78,757	79,890
001-0520-521.22-00	RETIREMENT CONTRIBUTIONS	106,581	151,841	151,841	134,695
001-0520-521.23-00	LIFE AND HEALTH INSURANCE	145,156	189,662	189,662	156,988
001-0520-521.24-00	WORKERS' COMPENSATION	7,101	7,438	7,438	8,521
001-0520-521.26-00	OTHER POSTEMPLOYMENT BENEFITS	7,088	6,000	6,000	12,180
	TOTAL PERSONAL SERVICES	1,192,930	1,463,194	1,463,194	1,436,588
001-0520-521.31-01	MISC PROFESSIONAL SERVICES	500	500	500	750
001-0520-521.34-01	MISC CONTRACTUAL SERVICES	74,501	99,469	99,469	99,469
001-0520-521.40-00	TRAVEL AND PER DIEM	2,623	4,500	4,500	3,996
001-0520-521.41-02	TELEPHONE SERVICES	1,885	5,968	5,968	2,000
001-0520-521.46-05	REPAIR AND MAINT SVCS-SOFTWARE	824	1,200	1,200	1,359
001-0520-521.47-01	MISC PRINTING AND BINDING	162	320	320	320
001-0520-521.49-05	LICNSES/TAXES/CERTIFICTNS	574	1,000	1,000	1,000
001-0520-521.51-00	OFFICE SUPPLIES	39	-	-	-
001-0520-521.52-01	MISCELLANEOUS OPERATING SUPPLIES	1,196	2,000	2,000	2,000
001-0520-521.52-04	UNIFORMS AND ACCESSORIES	7,310	10,950	10,950	15,350
001-0520-521.54-01	DUES AND SUBSCRIPTIONS	560	775	775	585
001-0520-521.54-02	SEMINARS AND COURSES	3,125	2,585	2,585	2,635
001-0520-521.54-03	EDUCATIONAL ASSISTANCE PROGRAM	-	1,000	1,000	3,000
	TOTAL OPERATING EXPENDITURES	93,299	130,267	130,267	132,464
001-0520-521.64-00	MACHINERY AND EQUIPMENT	115,060	-	59,828	-
	TOTAL CAPITAL OUTLAY	115,060	-	59,828	-
	TOTAL NONSWORN-MISCELLANEOUS DIVISION	1,401,289	1,593,461	1,653,289	1,569,052

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0528-521.12-00	REGULAR SALARIES AND WAGES	148,991	189,719	189,719	168,378
001-0528-521.14-00	OVERTIME	4,875	1,594	1,594	6,353
001-0528-521.21-00	FICA TAXES	11,567	14,635	14,635	13,367
001-0528-521.22-00	RETIREMENT CONTRIBUTIONS	28,583	40,941	40,941	36,327
001-0528-521.23-00	LIFE AND HEALTH INSURANCE	29,829	32,568	32,568	29,652
001-0528-521.24-00	WORKERS' COMPENSATION	2,378	2,262	2,262	2,854
	TOTAL PERSONAL SERVICES	226,223	281,720	281,720	256,931
001-0528-521.31-02	LEGAL SERVICES	2,427	2,000	2,000	2,000
001-0528-521.34-01	MISC OTHER CONTRACTUAL SERVICES	3,278	5,000	5,000	5,000
001-0528-521.40-00	TRAVEL AND PER DIEM	595	600	600	600
001-0528-521.41-02	TELEPHONE SERVICES	3,348	3,928	3,928	3,376
001-0528-521.41-04	INTERNET SERVICES	4,051	4,180	4,180	4,180
001-0528-521.41-05	POSTAGE	1,289	1,500	1,500	1,500
001-0528-521.45-00	INSURANCE	3,106	3,463	3,463	3,479
001-0528-521.46-03	REPAIR AND MAINT SVCS-VEHICLES	-	3,500	3,500	3,500
001-0528-521.46-05	REPAIR AND MAINT SVCS-SOFTWARE	2,670	3,430	3,430	3,430
001-0528-521.47-01	MISC PRINTING AND BINDING	65	750	750	750
001-0528-521.48-01	PROMOTIONAL-ADVERTISEMENTS	108	500	500	500
001-0528-521.49-05	LICNSES/TAXES/CERTICATIONS	276	1,250	1,250	1,250
001-0528-521.51-00	OFFICE SUPPLIES	-	250	250	250
001-0528-521.52-01	MISCELLANEOUS OPERATING SUPPLIES	440	350	350	350
001-0528-521.52-03	GASOLINE AND OIL	8,432	10,477	10,477	10,477
001-0528-521.52-04	UNIFORMS AND ACCESSORIES	1,253	1,000	1,000	1,000
001-0528-521.54-01	DUES AND SUBSCRIPTIONS	-	145	145	145
001-0528-521.54-02	SEMINARS AND COURSES	200	600	600	600
	TOTAL OPERATING EXPENDITURES	31,538	42,923	42,923	42,387
TOTAL CODE ENFORCEMENT DIVISION		257,761	324,643	324,643	299,317

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
POLICE DEPARTMENT
NONSWORN-COMMUNICATIONS DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026 PROPOSED</u> <u>BUDGET</u>
001-0530-521.12-00	REGULAR SALARIES AND WAGES	1,184,682	1,197,422	1,197,422	1,281,234
001-0530-521.14-00	OVERTIME	253,326	312,168	312,168	254,888
001-0530-521.21-00	FICA TAXES	106,700	115,484	115,484	117,513
001-0530-521.22-00	RETIREMENT CONTRIBUTIONS	268,062	323,052	323,052	334,875
001-0530-521.23-00	LIFE AND HEALTH INSURANCE	242,893	282,890	282,890	305,291
001-0530-521.24-00	WORKERS' COMPENSATION	1,140	1,195	1,195	1,368
001-0530-521.26-00	OTHER POSTEMPLOYMENT BENEFITS	48	3,000	3,000	-
	TOTAL PERSONAL SERVICES	2,056,851	2,235,211	2,235,211	2,295,168
001-0530-521.31-01	MISC PROFESSIONAL SERVICES	600	375	375	625
001-0530-521.34-01	MISC CONTRACTUAL SERVICES	6,858	19,428	19,428	19,550
001-0530-521.40-00	TRAVEL AND PER DIEM	64	1,700	1,700	2,000
001-0530-521.41-02	TELEPHONE SERVICES	3,864	3,456	3,456	4,065
001-0530-521.41-03	RADIO SERVICES	20,175	-	19,392	17,964
001-0530-521.43-00	UTILITY SERVICES	4,130	2,520	2,520	4,460
001-0530-521.44-00	RENTALS AND LEASES	2,637	3,075	3,075	3,072
001-0530-521.45-00	INSURANCE	-	14	14	-
001-0530-521.46-02	REPAIR AND MAINT SVCS-EQUIPMNT	1,344	1,500	1,500	1,500
001-0530-521.46-05	REPAIR AND MAINT SVCS-SOFTWARE	14,511	14,922	14,922	11,322
001-0530-521.46-10	REPAIR AND MAINT SVCS-BUILDING	3,305	5,000	5,000	5,000
001-0530-521.47-01	MISC PRINTING AND BINDING	-	150	150	150
001-0530-521.49-05	LICENSES/TAXES/CERTIFICATIONS	560	1,500	1,500	625
001-0530-521.51-00	OFFICE SUPPLIES	546	1,675	1,675	-
001-0530-521.52-01	MISCELLANEOUS OPERATING SUPPLIES	-	9,430	9,430	9,430
001-0530-521.52-04	UNIFORMS AND ACCESSORIES	3,194	2,650	2,650	5,565
001-0530-521.54-01	DUES AND SUBSCRIPTIONS	972	1,672	1,672	1,672
001-0530-521.54-02	SEMINARS AND COURSES	1,448	4,980	4,980	5,400
001-0530-521.54-03	EDUC ASSIST PROG REIMBURS	-	4,000	4,000	4,000
	TOTAL OPERATING EXPENDITURES	64,208	78,047	97,439	96,400
001-0530-521.62-00	BUILDINGS	91,751	12,000	71,230	-
001-0530-521.64-00	MACHINERY AND EQUIPMENT	-	-	-	29,034
	TOTAL CAPITAL OUTLAY	91,751	12,000	71,230	29,034
	TOTAL NONSWORN-COMMUNICATIONS DIVISION	2,212,810	2,325,258	2,403,880	2,420,603
	TOTAL POLICE DEPARTMENT	18,572,027	21,883,326	22,285,136	22,023,077



WINTER GARDEN

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FIRE/RESCUE DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT:

Protect life and property from fire and other emergencies within our community through public education, fire code management, and timely responses to incidents.

CORE FUNCTIONS:

- Fire, emergency medical, and other incident responses
- Fire inspections, fire prevention and education
- Community risk reduction, emergency preparedness, life safety

CHALLENGES:

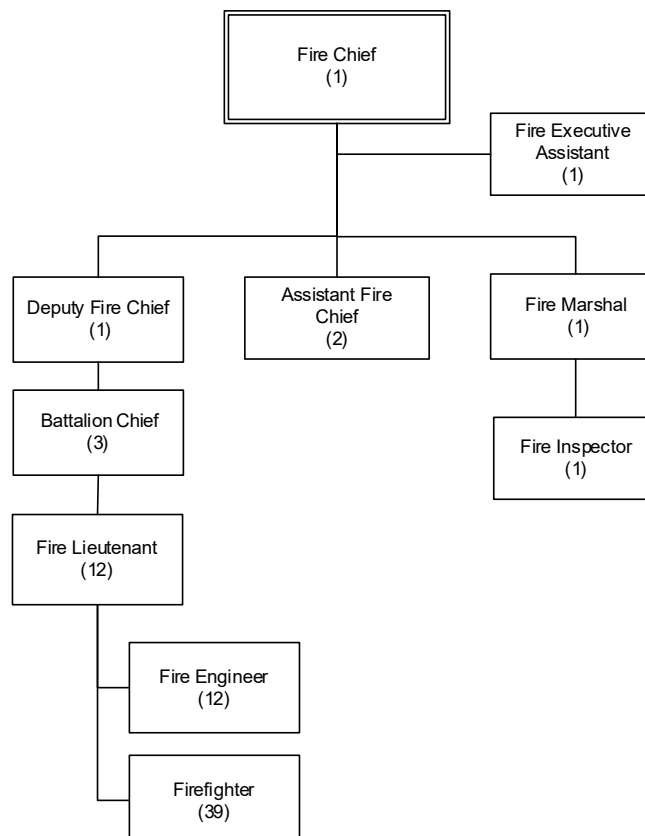
- Difficulty maintaining service levels (response times) with the current location of station - Station 23
- Ongoing firefighter recruitment and retention - Regional changes in leave, pay & incentives.
- Staff support and succession planning
- Supply chain and cost limitations for fleet and supplies paired with the uncertainty of tariff impacts
- Additional responsibilities to fully support Citywide Emergency Medical Services (EMS) transport, including collections, and increased number of commercial building inspections for fire safety
- Changes in policy for emissions and equipment life cycle requiring replacement will drastically affect costs
- Major price increases in apparatus and vehicle costs

BUSINESS ASSUMPTIONS:

- Reliable dispatching/communication services
- Citizens will respond well to outreach efforts
- Increasing demand and need for commercial occupancy inspections will have the resources to respond effectively
- Emergency Medical Services (EMS) call volume will continue to rise due to community growth
- Budget will include increases to allow for the price escalation on supplies, equipment, regulatory compliance

Organizational Structure

FTE: 73



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Ensure a Safe Community

Department Goal

Protection and preservation of life and property

Objectives

- Continue the Winter Garden Fire and Rescue Department emergency preparedness and awareness program to better prepare the community for natural disasters and other emergencies. Pursue all opportunities to engage with the public, distribute emergency preparedness guides, conduct proactive hydrant inspections and host car seat installation events to improve the overall 'emergency preparedness satisfaction index'.
 - Improve the 'fire prevention & education satisfaction index' through continued fire prevention outreach focused on ongoing smoke detector inspections of all targeted vulnerable households.
 - Ensure efficient and timely responsiveness to fire emergency calls and the overall delivery of fire services to the community.
 - Ensure efficient and timely responsiveness to medical emergency calls and the overall delivery of ambulance or emergency medical services to the community.
 - Continue to host and provide the citizen cardiopulmonary resuscitation (CPR) training program for Winter Garden residents to help bolster and improve the 'CPR certified per 1,000 residents ratio.'
-

Strategic Priority #2

Provide Sound Fiscal Management

Department Goal

Contain and control Fire Department's overtime cost

Objective

- Continue to monitor as well as control usage of firefighter overtime and ensure policies and management practices are adhered to by all supervisors.
-

Strategic Priority #3

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.
-

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
Emergency Preparedness Satisfaction Index **	79%	83%	85%↑
Fire Prevention & Education Satisfaction Index **	85%	86%	88%↑
Safety from Fire, Flood or Other Natural Disaster Satisfaction Index **	82%	84%	86%↑
Fire Services Satisfaction Index **	92%	96%	≥ 95%↑
Emergency Medical Services Satisfaction Index **	92%	95%	≥ 95%↑
Employee Motivation and Productivity Satisfaction Rating ***	78.8%	78.8%	≥ 80%↑
FINANCIAL INDICATORS			
Labor Budget to Actual Labor Variance (+/- Percentage)	0.6%	8.6%	+/- 5%↓
Overtime Labor Budget to Actual Labor Variance (+/- Percentage)	-37.9%	20%	+/- 5%↓
OPERATIONAL INDICATORS			
Fire Average Response Time	6:21	6:34	≤ 5:20↓
EMS Average Response Time	6:03	5:31	≤ 5:00↓
CPR Certified / 1,000 Residents Ratio	107.43	134.57	165↑
# of Incidents where CPR was used prior to a First Responder	7	7	10↑

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** National Community Survey (NCS) values shown are assessed biennially (every other year) and represent the most recent community assessment and rating conducted in FY24/25.

*** Employee engagement and customer service survey conducted biennially by City Administration and distributed to all employees. Values in FY24/25 show survey results last reported in June of 2024 only for comparative purposes.

** '+' sign indicates favorable actual compared to budget while '-' sign indicates unfavorable actual compared to budget.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
FIRE DEPARTMENT**

		<u>2024 ACTUAL</u>	<u>2025 ORIGINAL BUDGET</u>	<u>2025 AMENDED BUDGET</u>	<u>2026 PROPOSED BUDGET</u>
001-062X-522.12-00	REGULAR SALARIES & WAGES	5,154,616	5,461,561	5,461,561	6,330,602
001-062X-522.14-00	OVERTIME	845,308	1,207,119	1,207,119	969,557
001-062X-522.15-00	SPECIAL PAY	35,080	36,790	36,790	37,585
001-062X-522.21-00	FICA TAXES	446,176	512,896	512,896	561,337
001-062X-522.22-00	RETIREMENT CONTRIBUTIONS	1,057,905	1,426,431	1,426,431	1,561,504
001-062X-522.23-00	LIFE AND HEALTH INSURANCE	1,011,725	1,041,644	1,041,644	1,168,624
001-062X-522.24-00	WORKERS' COMPENSATION	272,398	204,649	204,649	277,593
001-062X-522.25-00	UNEMPLOYMENT COMPENSATION	-	2,500	2,500	-
001-062X-522.26-00	OTHER POST EMPLOYMENT BENEFITS	24,742	6,000	6,000	22,392
	TOTAL PERSONAL SERVICES	8,847,950	9,899,589	9,899,589	10,929,194
001-062X-522.31-02	LEGAL	6,190	4,000	4,000	4,000
001-062X-522.31-06	MEDICAL SERVICES	49,986	55,450	55,450	68,070
001-062X-522.34-01	MISC CONTRACTUAL SERVICES	495,556	658,075	658,075	740,077
001-062X-522.40-00	TRAVEL AND PER DIEM	2,029	8,950	8,950	7,600
001-062X-522.41-01	MISC COMMUNICTN/FRGHT SVC	3,839	6,350	6,350	4,925
001-062X-522.41-02	TELEPHONE SERVICES	18,111	22,720	22,720	22,150
001-062X-522.41-03	RADIO SERVICES	657	975	975	950
001-062X-522.41-04	INTERNET SERVICES	45,339	59,420	59,420	47,400
001-062X-522.41-05	POSTAGE	977	1,350	1,350	1,350
001-062X-522.43-00	UTILITY SERVICES	74,898	75,300	75,300	84,300
001-062X-522.44-00	RENTALS AND LEASES	38,793	43,000	43,000	26,500
001-062X-522.45-00	INSURANCE	201,075	199,800	199,800	241,290
001-062X-522.46-01	REPAIR/MAINT SVC-MISC	-	600	600	-
001-062X-522.46-02	REPAIR/MAINT SVC-EQUIPMNT	64,007	99,000	99,000	88,950
001-062X-522.46-03	REPAIR/MAINT SVC-VEHICLES	403,593	376,250	376,250	425,854
001-062X-522.46-05	REPAIR/MAINT SVC-SOFTWARE	309	4,525	4,525	500
001-062X-522.46-10	REPAIR/MAINT SVC-BUILDING	67,619	114,450	114,450	98,370
001-062X-522.47-01	MISC PRINTING AND BINDING	-	1,000	1,000	1,000
001-062X-522.48-01	ADVERTISEMENT-LEGAL, OTHER	-	1,000	1,000	1,000
001-062X-522.48-02	PROMOTIONAL ITEMS	10,886	16,000	16,000	14,000
001-062X-522.49-05	LICNSSES/TAXES/CERTIFICTNS	1,740	14,350	14,350	7,625
001-062X-522.51-00	OFFICE SUPPLIES	4,037	9,450	9,450	10,100
001-062X-522.52-01	MISC OPERATING SUPPLIES	275,216	318,100	318,100	392,226
001-062X-522.52-03	GASOLINE AND OIL	99,802	94,000	94,000	101,000
001-062X-522.52-04	UNIFORMS AND ACCESSORIES	146,997	118,975	131,870	128,263
001-062X-522.54-01	DUES AND SUBSCRIPTIONS	11,157	22,795	22,795	12,070
001-062X-522.54-02	SEMINARS AND COURSES	2,373	8,985	8,985	9,440
001-062X-522.54-03	EDUC ASSIST PROG REIMBURS	5,222	16,500	16,500	27,000
001-062X-522.54-04	CERTIFICATION CLASS REIMBURS	65,533	112,000	112,000	122,063
	TOTAL OPERATING EXPENDITURES	2,100,934	2,463,370	2,476,265	2,688,073

001-062X-522.62-00	BUILDINGS	15,146	167,000	5,655,819	134,285
001-062X-522.63-00	IMPROVEMENTS OTHER THAN BUILDING	-	-	19,000	-
001-062X-522.64-00	MACHINERY AND EQUIPMENT	742,179	1,533,635	3,041,540	861,100
	TOTAL CAPITAL OUTLAY	757,325	1,700,635	8,716,359	995,385
001-062X-522.71-00	PRINCIPAL	2,203	-	-	2,203
001-062X-522.72-00	INTEREST	48	-	-	48
	TOTAL DEBT SERVICE	2,251	-	-	2,251
TOTAL FIRE DEPARTMENT		11,708,460	14,063,594	21,092,213	14,614,903

- COMMUNITY DEVELOPMENT -

Planning

Business Tax



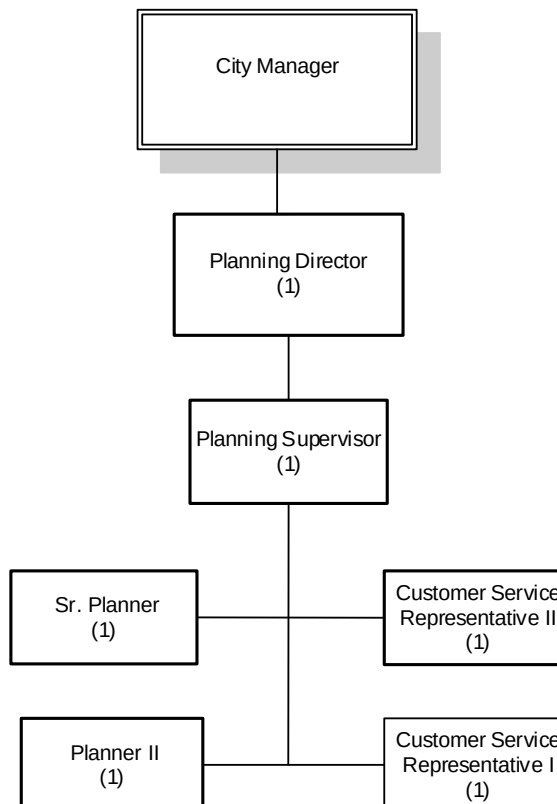
PLANNING DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: To grow a sustainable City while preserving and enhancing both its natural and built environments.	CORE FUNCTIONS: • Oversee development review of land development projects • Maintain City's Comprehensive Plan • Maintain and update City's land development and zoning codes • Review the planning aspects of building plans • Issue planning-related permits • Conduct landscape inspections • Collect business taxes
CHALLENGES: • State legislative changes and mandates such as the affordable housing act could cause issues with building and zoning requirements not fitting into our current standards • Effect of the state of the economy on re-development • Coordination of state and regional agencies with municipal goals • Impact of inflation in City planning projects	BUSINESS ASSUMPTIONS: • Support in place to grow community in a balanced and responsible manner • Necessary tools will be available to enable an effective and efficient Development Review Process • Residential permits and new projects continue to slow substantially as the economy changes along with the continued delays for materials • Commercial permit activity to continue on approved projects while new projects may increase at a steady pace

Organizational Structure

FTE: 6



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Improve and Maintain Mobility

Department Goal

Improve and facilitate safe bicycle, pedestrian, and vehicle mobility throughout the City

Objective

- Partner with developers and community stakeholders to redesign as well as improve multi-modal connectivity and access to the Citywide, neighboring cities and regional destinations.
-

Strategic Priority #2

Encourage a Thriving Economy

Department Goals

Facilitate thorough plan review process while ensuring high quality development throughout the City Annex unincorporated enclaves to ensure efficient, consistent and cost-effective services for all

Objectives

- Establish and uphold design quality standards for all commercial and residential projects to ensure the City maintains its unique character and charm as it develops.
 - Continue to monitor and streamline Planning's project plan review processes to achieve an average review cycle time **within 30 business days** for both sub-division and commercial projects.
 - Evaluate and target unincorporated segments of Winter Garden for annexation opportunities to expand the overall incorporated service area footprint.
-

Strategic Priority #3

Preserve the Natural Environment

Department Goal

Safeguard natural land areas and green spaces throughout the City

Objective

- Ensure sufficient green space and natural areas are allotted by new developers on all construction projects to continue improving the 'preservation of natural land areas satisfaction index'.
-

Strategic Priority #4

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.

Strategic Priority #5

Deliver Quality Services Equitably and Respectfully

Department Goal

Provide excellent and responsive customer service to all developers, contractors & residents

Objectives

- Monitor and quality control Planning Department's telephone customer service operations to achieve timely and satisfactory outcomes when handling or responding to the service needs of the business community and all citizens.
- Actively monitor and improve City Reception's telephone customer service response to achieve timely and satisfactory outcomes when handling the service needs of all residents and the community.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
Overall Quality of the Transportation System **	62%	58%	63%↑
Ease of Public Parking Satisfaction Index **	60%	56%	61%↑
Availability of Paths and Walking Trails Satisfaction Index **	82%	79%	84%↑
Ease of Bicycle Travel Satisfaction Index **	73%	67%	73%↑
Ease of Car Travel Satisfaction Index **	68%	67%	72%↑
Traffic Flow on Major Streets Satisfaction Index **	42%	39%	44%↑
Land Use, Planning and Zoning Satisfaction Rating **	61%	50%	61%↑
Overall Design or Layout of Winter Garden's Residential and Commercial Areas Satisfaction Index **	75%	66%	75%↑
Well-planned Residential Growth Satisfaction Index **	54%	47%	54%↑
Well-planned Commercial Growth Satisfaction Index **	57%	49%	57%↑
Well-designed Neighborhoods Satisfaction Index **	66%	66%	71%↑
Preservation of the Historical or Cultural Character of the Community Satisfaction Index **	77%	70%	77%↑
Preservation of Natural Land Areas Satisfaction Index **	66%	63%	68%↑
OPERATIONAL INDICATORS			
Total Connected Trails & Paths (in feet)	108,456	109,541	109,541↑

Total Connected Sidewalks (in feet)	1,503,270	1,518,303	1,518,303↑
Percentage of Multipurpose Trails Connected to Neighborhoods	56.5%	57.0%	57%↑
Average Overall Cycle Time for Project Plan Reviews - Subdivision (days)	25	25	≤ 30↓
Average Overall Cycle Time for Project Plan Reviews - Commercial (days)	33	30	≤ 30↓
Average Queue Wait Time (In Seconds) –Planning***	:48	:83	≤ :25↓
Call Abandonment Rate – Planning***	7%	8%	≤ 5%↓
Average Queue Wait Time (In Seconds) – Reception	:10	:18	≤ :10↓
Call Abandonment Rate - Reception	3.2%	4.9%	≤ 5%↓
Ratio of Unincorporated Winter Garden	21.03%	20.95%	20.85%↓
City Green Space %	33.1%	33.4%	33.4%↑

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** National Community Survey (NCS) values shown are assessed biennially (every other year) and represent the most recent community assessment and rating conducted in FY24/25.

*** Phone measures represent both Building & Planning departments combined. In addition, please note the BS&A and new phone system implementations coupled with a team transition, have negatively affected this year's measures. Overall metrics are improving and are expected to be in line with operating standards next year.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0315-515.12-00	REGULAR SALARIES AND WAGES	430,585	432,607	432,607	540,237
001-0315-515.14-00	OVERTIME	1,327	-	-	-
001-0315-515.21-00	FICA TAXES	32,069	33,094	33,094	34,554
001-0315-515.22-00	RETIREMENT CONTRIBUTIONS	81,516	92,578	92,578	92,838
001-0315-515.23-00	LIFE AND HEALTH INSURANCE	80,139	81,398	81,398	103,267
001-0315-515.24-00	WORKERS' COMPENSATION	378	396	396	454
	TOTAL PERSONAL SERVICES	626,014	640,073	640,073	771,350
001-0315-515.31-01	MISC PROFESSIONAL SERVICES	154,428	375,000	375,000	350,000
001-0315-515.34-01	MISC OTHER CONTRACTUAL SERVICES	21,434	20,000	20,000	1,500
001-0315-515.40-00	TRAVEL AND PER DIEM	-	375	375	-
001-0315-515.41-02	TELEPHONE SERVICES	2,739	2,778	2,778	970
001-0315-515.41-05	POSTAGE	4,345	4,000	4,000	4,000
001-0315-515.43-00	UTILITY SERVICES	11,660	10,400	10,400	10,400
001-0315-515.44-00	RENTALS AND LEASES	2,158	8,500	8,500	4,800
001-0315-515.45-00	INSURANCE	16,016	13,735	13,735	17,938
001-0315-515.46-05	REPAIR AND MAINT SVCS-SOFTWARE	17,396	17,027	17,027	10,529
001-0315-515.46-10	REPAIR AND MAINT SVCS-BUILDING	2,859	6,500	6,500	2,973
001-0315-515.47-01	MISC PRINTING AND BINDING	79	1,200	1,200	1,200
001-0315-515.48-01	PROMOTIONAL-ADVERTISEMENTS	5,728	10,500	10,500	10,500
001-0315-515.49-05	LICENSES/TAXES/CERTIFICATIONS	2,856	1,200	1,200	1,200
001-0315-515.51-00	OFFICE SUPPLIES	1,690	3,200	3,200	4,000
001-0315-515.52-01	MISCELLANEOUS OPERATING SUPPLIES	1,996	2,500	2,500	2,500
001-0315-515.52-04	UNIFORMS AND ACCESSORIES	600	1,000	1,000	1,200
001-0315-515.54-01	DUES AND SUBSCRIPTIONS	-	1,250	1,250	-
001-0315-515.54-02	SEMINARS AND COURSES	-	350	350	350
001-0315-515.54-03	EDUCATIONAL ASSISTANCE PROGRAM	-	3,000	3,000	-
	TOTAL OPERATING EXPENDITURES	245,984	482,515	482,515	424,060
001-0315-515.71-00	PRINCIPAL	2,550	-	-	2,550
001-0315-515.72-00	INTEREST	56	-	-	56
	TOTAL DEBT SERVICE	2,606	-	-	2,606
001-0315-554.43-00	UTILITY SERVICES	210	-	-	220
001-0315-554.61-00	LAND	285,266	-	-	-
	TOTAL HOUSING AND URBAN DEVELOP	285,476	-	-	220
TOTAL PLANNING DIVISION		1,160,080	1,122,588	1,122,588	1,198,236

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
COMMUNITY DEVELOPMENT DEPARTMENT
BUSINESS TAX DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0331-513.12-00	REGULAR SALARIES AND WAGES	18,522	24,079	24,079	24,801
001-0331-513.21-00	FICA TAXES	1,417	3,773	3,773	1,897
001-0331-513.22-00	RETIREMENT CONTRIBUTIONS	3,490	5,153	5,153	5,156
001-0331-513.24-00	WORKERS' COMPENSATION	173	181	181	208
	TOTAL PERSONAL SERVICES	23,602	33,186	33,186	32,062
001-0331-513.41-02	TELEPHONE SERVICES	258	372	372	128
001-0331-513.41-05	POSTAGE	2,232	1,700	1,700	2,500
001-0331-513.45-00	INSURANCE	14	13	13	16
001-0331-513.46-05	REPAIR AND MAINT SVCS-SOFTWARE	2,670	2,597	2,597	2,882
001-0331-513.47-01	MISC PRINTING AND BINDING	-	700	700	-
001-0331-513.51-00	OFFICE SUPPLIES	-	250	250	-
001-0331-513.52-01	MISC OPERATING SUPPLIES	-	150	150	-
	TOTAL OPERATING EXPENDITURES	5,174	5,782	5,782	5,526
TOTAL OCCUPATIONAL LICENSING DIVISION		28,776	38,968	38,968	37,588

- PUBLIC SERVICES -

Administration

Cemetery

Building Inspection

Streets

Engineering



WINTER GARDEN

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PUBLIC SERVICES DEPARTMENT

ADMINISTRATION/CEMETERY DIVISIONS

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT:

Administration: To facilitate the provision and maintenance of high-quality infrastructure to efficiently deliver safe, reliable and responsive services.

Cemetery: Provide compassionate care to families and assist them with the planning of their cemetery needs.

CORE FUNCTIONS:

- Management of Public Services Divisions
- Liaison to State & Federal Regulatory Agencies
- Assist with cemetery needs and maintain attractive cemetery grounds
- Facilitate Sustainability Programs: Water Conservation, Reduce & Reuse, Illicit Discharges, & Clean Water

CHALLENGES:

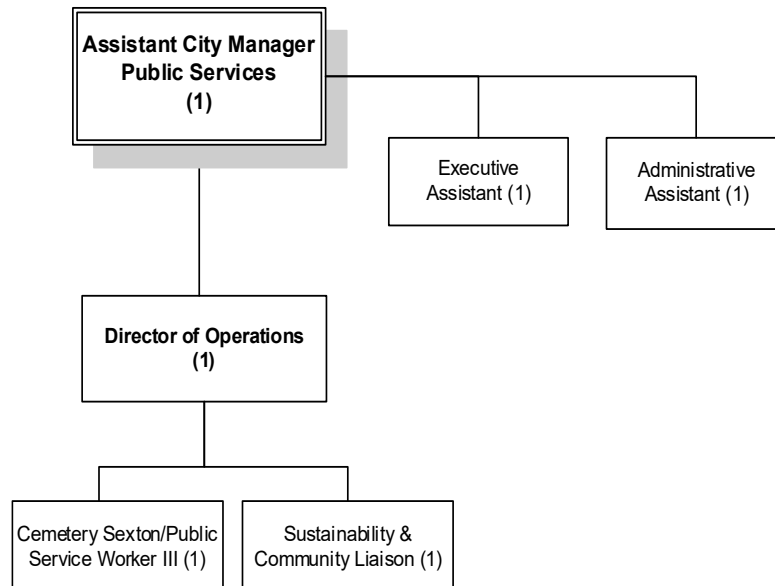
- Reliance on State and Federal Regulatory Agencies for approvals (permits and other requirements)
- Additional unexpected mandates from regulatory agencies
- Lean staffing and impending retirement eligibility across divisions
- Cost constraints on budget due to inflation and recessionary concerns
- Uncertainties of long-term effects on infrastructure projects
- Impact on the pace of construction improvement projects resulting from continued inflationary environment and delays in the supply chain
- Lack of available grants

BUSINESS ASSUMPTIONS:

- Commercial and residential consumer impact fees may change
- Alternative water supply plan will increase the City's Consumptive Use Permit (CUP) to accommodate the proposed build out of the City
- The City will provide community outreach and education for sustainability programs
- Vacancies and staffing levels will improve to adequately meet workload demands

Organizational Structure

FTE: 6



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Provide Sound Fiscal Management

Department Goal

Provide alternative funding for City capital improvement projects

Objective

- Continuously pursue and acquire grant funding from state and federal levels to facilitate targeted City infrastructural improvements and achieve a capital improvements external funding rate of at least **15%**.
-

Strategic Priority #2

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.
-

Strategic Priority #3

Deliver Quality Services Equitably and Respectfully

Department Goals

Prompt and responsive telephone customer service experience on all Public Services inbound calls

Ensure safety in all Public Services areas through training and accountability

Objectives

- Proactively monitor and improve the overall telephone customer service delivery experience for all Public Services customers in order to meet or exceed the established service level standards that result in less queue wait times and fewer call abandonments.
 - Establish and maintain a safe and high performing work environment through proactive analysis of common job injury trends, providing targeted safety training, ensure greater staff accountability and by celebrating safety success milestones.
-

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATOR			
Employee Motivation and Productivity Satisfaction Rating **	78.8%	78.8%	≥ 80% ↑
FINANCIAL INDICATORS			
Capital Improvements External Funding Rate *** †	N/A	N/A	15% ↑
Capital Improvements External Funding Received *** †	N/A	\$43,017,311	\$30,000,000 ↑
OPERATIONAL INDICATORS			
Total Recordable Incident Rate (Accidents Per 100 Employees)	39.5	39.5	0 ↓
Average Queue Wait Time (In Seconds)	:31	:58	≤ :35 ↓
Call Abandonment Rate	6.0%	9.7%	≤ 10% ↓

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** Employee engagement and customer service survey conducted biennially by City Administration and distributed to all employees. Values in FY24/25 show survey results last reported in June of 2024 only for comparative purposes.

*** Represents grant funding received or anticipated from state and/or federal programs (based on availability) that helps to offset the City's Capital Improvement Project budget. Grants were awarded, but not yet received for FY24/25.

† Available grants matching the City's operating goals are heavily sought after by multiple municipalities. Pursuing grant opportunities and external funding still remain a key priority. The target for FY25 will be to continue focusing pursuits on helping to subsidize our reclaimed wastewater expansion effort.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
PUBLIC SERVICES DEPARTMENT
ADMINISTRATION DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0701-539.12-00	REGULAR SALARIES AND WAGES	146,641	180,393	180,393	144,225
001-0701-539.21-00	FICA TAXES	10,516	13,800	13,800	11,033
001-0701-539.22-00	RETIREMENT CONTRIBUTIONS	27,711	38,604	38,604	29,984
001-0701-539.23-00	LIFE AND HEALTH INSURANCE	41,231	60,103	60,103	48,292
001-0701-539.24-00	WORKERS' COMPENSATION	252	264	264	302
	TOTAL PERSONAL SERVICES	226,351	293,164	293,164	233,837
001-0701-539.34-01	MISC OTHER CONTRACTUAL SERVICES	1,358	100	100	-
001-0701-539.40-00	TRAVEL AND PER DIEM	35	500	500	-
001-0701-539.41-02	TELEPHONE SERVICES	89	2,660	2,660	125
001-0701-539.41-03	RADIO SERVICES	15	15	15	15
001-0701-539.41-05	POSTAGE	508	500	500	500
001-0701-539.43-00	UTILITY SERVICES	53,717	47,687	47,687	58,014
001-0701-539.44-00	RENTALS AND LEASES	136	3,400	3,400	3,552
001-0701-539.45-00	INSURANCE	14,421	12,367	12,367	16,152
001-0701-539.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	424	100	100	100
001-0701-539.46-03	REPAIR AND MAINT SVCS-VEHICLES	-	500	500	250
001-0701-539.46-05	REPAIR AND MAINT SVCS-SOFTWARE	-	-	-	10,563
001-0701-539.46-10	REPAIR AND MAINT SVCS-BUILDING	4,061	4,450	4,450	4,386
001-0701-539.47-01	PRINTING AND BINDING	-	100	100	100
001-0701-539.48-01	PROMOTIONAL-ADVERTISEMENTS	137	100	100	100
001-0701-539.49-05	LICENSES/TAXES/CERTIFICATIONS	108	250	250	150
001-0701-539.51-00	OFFICE SUPPLIES	44	200	200	200
001-0701-539.52-01	MISCELLANEOUS OPERATING SUPPLIES	3,204	1,500	1,500	3,000
001-0701-539.52-03	GASOLINE AND OIL	-	1,500	1,500	-
001-0701-539.52-04	UNIFORMS AND ACCESSORIES	400	692	692	400
001-0701-539.54-01	DUES AND SUBSCRIPTIONS	-	568	568	-
	TOTAL OPERATING EXPENDITURES	78,657	77,189	77,189	97,607
001-0701-539.71-00	PRINCIPAL	2,484	-	-	2,484
001-0701-539.72-00	INTEREST	186	-	-	186
	TOTAL DEBT SERVICE	2,670	-	-	2,670
TOTAL ADMINISTRATION DIVISION		307,678	370,353	370,353	334,113

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
PUBLIC SERVICES DEPARTMENT
CEMETERY DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0739-539.12-00	REGULAR SALARIES AND WAGES	60,838	60,338	60,338	65,796
001-0739-539.14-00	OVERTIME	16,208	13,932	13,932	16,404
001-0739-539.21-00	FICA TAXES	5,884	5,682	5,682	6,288
001-0739-539.22-00	RETIREMENT CONTRIBUTIONS	14,522	15,894	15,894	17,920
001-0739-539.23-00	LIFE AND HEALTH INSURANCE	12,350	22,043	22,043	12,519
001-0739-539.24-00	WORKERS' COMPENSATION	2,332	3,312	3,312	2,798
	TOTAL PERSONAL SERVICES	112,134	121,200	121,200	121,726
001-0739-539.31-06	MEDICAL SERVICES	-	100	100	100
001-0739-539.34-01	MISC CONTRACTUAL SERVICES	64,076	54,550	54,550	66,245
001-0739-539.41-02	TELEPHONE SERVICES	1,403	1,144	1,144	1,500
001-0739-539.41-04	INTERNET	613	700	700	613
001-0739-539.43-00	UTILITY SERVICES	6,110	5,550	5,550	6,300
001-0739-539.45-00	INSURANCE	3,244	11,168	11,168	3,633
001-0739-539.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	41	200	200	-
001-0739-539.46-03	REPAIR AND MAINT SVCS-VEHICLES	60	300	300	300
001-0739-539.46-10	REPAIR AND MAINT SVCS-BUILDING	-	1,000	1,000	1,000
001-0739-539.47-01	PRINTING AND BINDING	-	250	250	100
001-0739-539.49-05	LICENSES, TAXES, AND CERTIFICATIONS	4,678	1,300	1,300	4,675
001-0739-539.49-07	VAULT OPENINGS	35,710	66,158	66,158	66,158
001-0739-539.51-00	OFFICE SUPPLIES	138	100	100	150
001-0739-539.52-01	MISCELLANEOUS OPERATING SUPPLIES	2,960	3,000	3,000	3,000
001-0739-539.52-02	CHEMICALS	14	200	200	-
001-0739-539.52-03	GASOLINE AND OIL	1,339	1,807	1,807	1,800
001-0739-539.52-04	UNIFORMS AND ACCESSORIES	791	900	900	855
001-0739-539.54-01	DUES AND SUBSCRIPTIONS	-	100	100	-
	TOTAL OPERATING EXPENDITURES	121,177	148,527	148,527	156,429
001-0739-539.63-00	IMPROVEMENTS OTHER THAN BUILDING	420,442	-	1,992,114	100,000
	TOTAL CAPITAL OUTLAY	420,442	-	1,992,114	100,000
	TOTAL CEMETERY DIVISION	653,753	269,728	2,261,842	378,155



WINTER GARDEN

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PUBLIC SERVICES DEPARTMENT

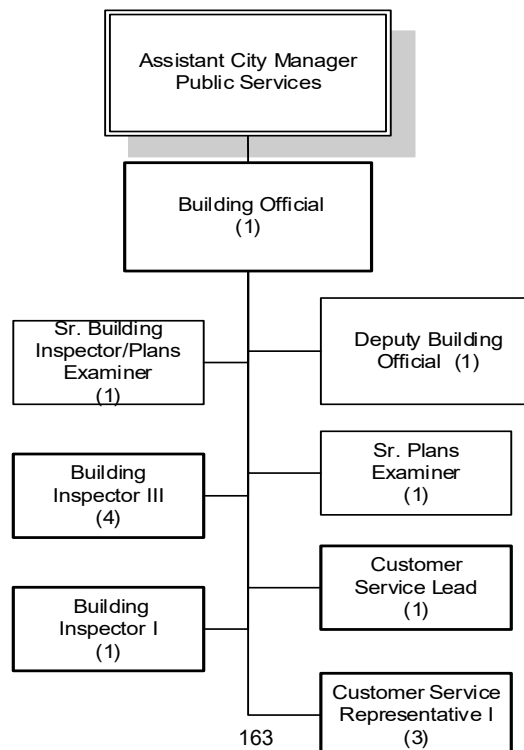
BUILDING DIVISION

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: To grow a sustainable City while preserving and enhancing its built environments.	CORE FUNCTIONS: • Review building plans • Issue building permits • Conduct building inspections
CHALLENGES: • State legislative changes and mandates • Effect of the state of the economy on land/property maintenance, development and re-development • Impact of fuel, maintenance, and service costs as well as materials • Coordination of state and regional agencies with municipal goals • Field and operational impacts from new building code requirements • Inflation, supply delays in building materials and uncertainty of tariff impacts are slowing the pace of construction timelines as commercial construction increases • Declining quality and availability of construction trades leading to more re-inspections and greater quality control vigilance • New affordable housing act could cause issues with building requirements not fitting into our current standards	BUSINESS ASSUMPTIONS: • Residential permits and new projects continue to increase as the economy changes along with the continued delays for materials • Commercial permit activity to continue on approved projects while new projects may increase at a steady pace • Fully staffed except for 1 position • Continue to receive municipal support for inspections

Organizational Structure

FTE: 13



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FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Encourage a Thriving Economy

Department Goal

Ensure speedy and quality turnaround service during plan review, permitting and inspection processes

Objectives

- Continue to evaluate and improve Building's process for plan review and permitting in order to achieve an average overall permitting turnaround time of **within 15 business days**.
 - Continue to monitor and enhance the inspection service delivery procedures and overall responsiveness for all construction and building alteration projects.
-

Strategic Priority #2

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.
-

Strategic Priority #3

Deliver Quality Services Equitably and Respectfully

Department Goal

Provide excellent and responsive customer service to all developers, contractors & residents

Objectives

- Monitor and quality control Building's telephone customer service operations to achieve timely and satisfactory outcomes when handling or responding to the service needs of the business community and all citizens.
-

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
OPERATIONAL INDICATORS			
% of Total Inspections Performed by Requested Date**	97.2%	TBD	≥ 98%↑
Avg. Overall Permitting Turnaround Time (days)**	19.5	TBD	≤ 15↓
Avg. Commercial Plan Review Time (days)**	4.5	TBD	≤ 10↓
Avg. Residential Plan Review Time (days)**	2.8	TBD	≤ 5↓
# of Inspections per Inspector per Day**	14.6	TBD	≤ 25↓
Average Queue Wait Time (In Seconds) – Building & Planning***	:48	:83	≤ :25↓
Call Abandonment Rate – Building & Planning***	7%	8%	≤ 5%↓

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** Due to the conversion from HTE to BS&A, reporting is not yet available for the current fiscal year. The team is diligently working with BS&A on a solution with plans to have historical data available by the end of the fiscal year.

*** Phone measures represent both Building & Planning departments combined. In addition, please note the BS&A and new phone system implementations coupled with a team transition, have negatively affected this year's measures. Overall metrics are improving and are expected to be in line with operating standards next year.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
PUBLIC SERVICES DEPARTMENT
BUILDING INSPECTION DIVISION**

		<u>2024 ACTUAL</u>	<u>2025 ORIGINAL BUDGET</u>	<u>2025 AMENDED BUDGET</u>	<u>2026 PROPOSED BUDGET</u>
001-0324-524.12-00	REGULAR SALARIES AND WAGES	841,629	1,125,398	1,125,398	910,222
001-0324-524.14-00	OVERTIME	10,228	12,857	12,857	11,062
001-0324-524.21-00	FICA TAXES	63,971	87,077	87,077	70,478
001-0324-524.22-00	RETIREMENT CONTRIBUTIONS	149,630	243,587	243,587	191,535
001-0324-524.23-00	LIFE AND HEALTH INSURANCE	127,911	197,941	197,941	142,365
001-0324-524.24-00	WORKERS' COMPENSATION	8,151	8,538	8,538	9,781
001-0324-524.26-00	OTHER POSTEMPLOYMENT BENEFITS	2,480	-	-	5,616
	TOTAL PERSONAL SERVICES	1,204,000	1,675,398	1,675,398	1,341,058
001-0324-524.34-01	MISC OTHER CONTRACTUAL SERVICES	142,250	100,000	100,000	350,000
001-0324-524.34-08	PERSONNEL SERVICES	2,688	-	-	10,000
001-0324-524.40-00	TRAVEL AND PER DIEM	588	1,500	1,500	2,500
001-0324-524.41-02	TELEPHONE SERVICES	7,559	12,054	12,054	9,700
001-0324-524.41-04	INTERNET SERVICES	3,121	3,360	3,360	3,121
001-0324-524.41-05	POSTAGE	184	350	350	500
001-0324-524.43-00	UTILITY SERVICES	18,441	16,700	16,700	19,916
001-0324-524.44-00	RENTALS AND LEASES	1,678	5,050	5,050	5,050
001-0324-524.45-00	INSURANCE	32,860	28,175	28,175	36,803
001-0324-524.46-01	REPAIR AND MAINT SVCS-MISC	-	-	-	500
001-0324-524.46-03	REPAIR AND MAINT SVCS-VEHICLES	1,501	13,500	13,500	14,175
001-0324-524.46-05	REPAIR AND MAINT SVCS-SOFTWARE	16,857	36,637	36,637	62,150
001-0324-524.46-06	REPAIR AND MAINT SVCS-HARDWARE	-	1,500	1,500	1,500
001-0324-524.46-10	REPAIR AND MAINT SVCS-BUILDING	4,522	6,947	6,947	7,225
001-0324-524.47-01	MISC PRINTING AND BINDING	137	650	650	650
001-0324-524.47-02	RECORDS MANAGEMENT	-	500	500	500
001-0324-524.49-05	LICENSES, TAXES, AND CERTIFICATIONS	-	1,500	1,500	1,500
001-0324-524.51-00	OFFICE SUPPLIES	2,430	7,000	7,000	7,250
001-0324-524.52-01	MISCELLANEOUS OPERATING SUPPLIES	3,917	8,570	8,570	9,100
001-0324-524.52-03	GASOLINE AND OIL	6,403	12,000	12,000	12,480
001-0324-524.52-04	UNIFORMS AND ACCESSORIES	1,044	4,080	4,080	4,080
001-0324-524.54-01	DUES AND SUBSCRIPTIONS	652	4,000	4,000	7,500
001-0324-524.54-02	SEMINARS AND COURSES	18,744	12,650	12,650	20,000
001-0324-524.54-03	EDUCATIONAL ASSIST PROG REIMB	1,866	5,000	5,000	5,000
	TOTAL OPERATING EXPENDITURES	267,442	281,723	281,723	591,200
001-0324-524.71-00	PRINCIPAL	2,203	-	-	2,203
001-0324-524.72-00	INTEREST	48	-	-	48
	TOTAL DEBT SERVICE	2,251	-	-	2,251
TOTAL BUILDING INSPECTION DIVISION		1,473,693	1,957,120	1,957,120	1,934,510

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
PUBLIC SERVICES DEPARTMENT
STREETS DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0741-541.12-00	REGULAR SALARIES AND WAGES	79,820	82,345	82,345	89,774
001-0741-541.14-00	OVERTIME	18,026	31,304	31,304	46,552
001-0741-541.21-00	FICA TAXES	6,841	8,694	8,694	10,429
001-0741-541.22-00	RETIREMENT CONTRIBUTIONS	18,632	24,321	24,321	27,808
001-0741-541.23-00	LIFE AND HEALTH INSURANCE	42,295	43,991	43,991	51,724
001-0741-541.24-00	WORKERS' COMPENSATION	7,838	6,472	6,472	9,406
001-0741-541.26-00	OTHER POST EMPLOYMENT BENEFITS	5,434	3,000	3,000	6,564
	TOTAL PERSONAL SERVICES	178,886	200,127	200,127	242,256
001-0741-541.31-01	MISC PROFESSIONAL SERVICES	-	300	300	-
001-0741-541.31-06	MEDICAL SERVICES	-	200	200	-
001-0741-541.34-01	MISC OTHER CONTRACTUAL SERVICES	1,292,149	942,500	942,500	859,000
001-0741-541.34-08	PERSONNEL SERVICES	21,641	19,800	19,800	23,655
001-0741-541.40-00	TRAVEL AND PER DIEM	5	50	50	-
001-0741-541.41-02	TELEPHONE SERVICES	544	600	600	600
001-0741-541.41-03	RADIO SERVICES	214	350	350	225
001-0741-541.41-04	INTERNET SERVICES	540	-	-	550
001-0741-541.43-00	UTILITY SERVICES	9,234	6,930	6,930	10,450
001-0741-541.44-00	RENTALS AND LEASES	6,410	12,000	12,000	9,500
001-0741-541.45-00	INSURANCE	70,252	67,295	67,295	78,682
001-0741-541.46-01	REPAIR AND MAINT SVCS-MISC	23	400	400	300
001-0741-541.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	20,340	31,500	31,500	31,500
001-0741-541.46-03	REPAIR AND MAINT SVCS-VEHICLES	6,704	9,750	9,750	32,750
001-0741-541.46-05	REPAIR AND MAINT SVCS-SOFTWARE	818	31,429	31,429	21,375
001-0741-541.46-09	REPAIR AND MAINT SVCS-SIDEWALKS	10,083	41,500	41,500	41,500
001-0741-541.46-10	REPAIR AND MAINT SVCS-BUILDING	-	500	500	500
001-0741-541.49-04	TRAFFIC SIGNALS AND SIGNS	241,555	229,087	229,087	229,803
001-0741-541.49-05	LICENSES, TAXES, AND CERTIFICATIONS	928	2,800	2,800	1,250
001-0741-541.49-08	STREET LIGHTS	251,883	200,000	200,000	300,000
001-0741-541.49-09	MEDIANS	18,000	18,000	18,000	18,000
001-0741-541.52-01	MISCELLANEOUS OPERATING SUPPLIES	6,079	8,500	8,500	8,500
001-0741-541.52-02	CHEMICALS	872	977	977	977
001-0741-541.52-03	GASOLINE AND OIL	-	1,654	1,654	4,500
001-0741-541.52-04	UNIFORMS AND ACCESSORIES	-	1,779	1,779	500
001-0741-541.53-00	ROAD MATERIALS AND SUPPLIES	18,369	16,852	16,852	20,644
001-0741-541.54-01	DUES AND SUBSCRIPTIONS	-	186	186	186
001-0741-541.54-02	SEMINARS AND COURSES	-	900	900	-
	TOTAL OPERATING EXPENDITURES	1,976,643	1,645,839	1,645,839	1,694,947
001-0741-541.63-00	IMPROVEMENT OTHER THAN BUILDINGS	105,260	100,000	16,277,458	-
001-0741-541.64-00	MACHINERY AND EQUIPMENT	42,700	-	-	-
	TOTAL CAPITAL OUTLAY	147,960	100,000	16,277,458	-
001-0741-541.71-00	PRINCIPAL	19,081	-	-	19,081
001-0741-541.72-00	INTEREST	474	-	-	474
	TOTAL DEBT SERVICE	19,555	-	-	19,555
TOTAL STREETS DIVISION		2,323,044	1,945,966	18,123,424	1,956,759



WINTER GARDEN

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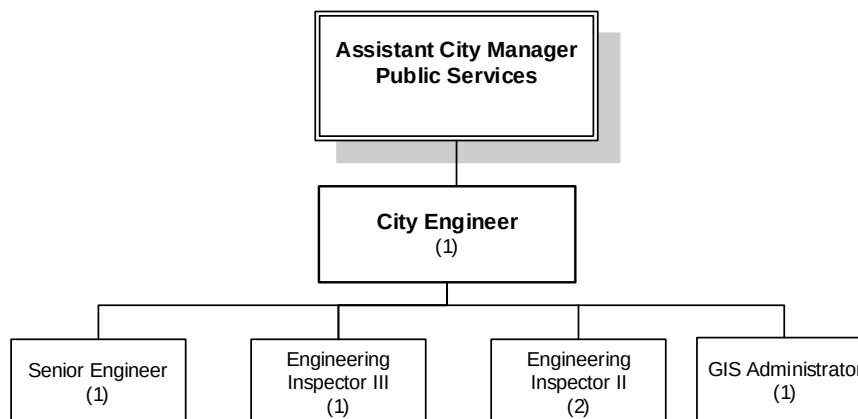
PUBLIC SERVICES DEPARTMENT ENGINEERING DIVISION

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: Provide professional engineering services, technical support, and problem resolution for the City as well as private entities through long-term infrastructure planning while ensuring sound project design and quality construction management.	CORE FUNCTIONS: • Stormwater Management/Planning • Monitor, Report and ensure Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Compliance • Capital improvement project management • Construction inspections (public and private development) • Public & private plan reviews and consultation • Geographic Information System (GIS) support for City Assets and Infrastructure
CHALLENGES: • Additional unexpected mandates from NPDES, Federal Emergency Management Agency (FEMA), and State and Federal regulatory agencies • Management of a variable project load with the current staffing • Time management to meet the growing needs of a variable project load • New private projects might be delayed due to financial impact of increased material costs, supply chain issues and tariffs	BUSINESS ASSUMPTIONS: • Minimal change orders and schedule delays on construction projects • Sufficient funding for high priority Capital Improvement Projects (CIPs) • External stakeholders will complete their tasks within expected timeframes to avoid delays • Current staffing levels remain

Organizational Structure

FTE: 6



FY 2025-2026 STRATEGIC PRIORITY, GOALS & OBJECTIVES

Strategic Priority #1

Maintain Quality Services and Infrastructure

Department Goals

*Ensure timely and within budget completion of all planned CIPs annually
Proactively safeguard engineering design standards on all infrastructure installations*

Objectives

- Evaluate, improve and diligently monitor Engineering's CIPs process to ensure on-time starts, on-time completions, quality design and controlled costs.
- Improve and monitor targeted engineering site inspections focused on safeguarding CIPs, Private and Right of Way infrastructure installations to ensure adherence with the City's quality design standards while achieving a certificate of completion rate of at least **95%**.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATOR			
Overall Quality of the Utility Infrastructure Satisfaction Index **	84%	78%	84%↑
FINANCIAL INDICATORS			
CIP Bid to Design Estimate Cost Variance %	16.82%	10%	≤ 10%↑
CIP Bid to Actual Cost Variance %	3.38%	5%	≤ 5%↓
OPERATIONAL INDICATORS			
% of On-Time CIP Starts (Design Phase)	97.78%	95%	≥ 95%↑
CIPs Completed and/or on Schedule	95.56%	95%	≥ 95%↑
Number of Post Installation Asset Failures within 2 Years	0	0	0↓
Number of Post Installation Asset Failures within 5 Years after Warranty	0	0	0↓

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** National Community Survey (NCS) values shown are assessed biennially (every other year) and represent the most recent community assessment and rating conducted in FY24/25.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
PUBLIC SERVICES DEPARTMENT
ENGINEERING DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-1016-541.12-00	REGULAR SALARIES AND WAGES	453,858	609,074	609,074	628,260
001-1016-541.21-00	FICA TAXES	33,877	46,594	46,594	48,062
001-1016-541.22-00	RETIREMENT CONTRIBUTIONS	85,623	120,712	120,712	121,260
001-1016-541.23-00	LIFE AND HEALTH INSURANCE	79,879	96,842	96,842	98,623
001-1016-541.24-00	WORKERS' COMPENSATION	2,601	3,814	3,814	3,121
	TOTAL PERSONAL SERVICES	656,049	877,036	877,036	899,326
001-1016-541.31-04	ENGINEERING SERVICES	245,797	240,107	240,107	250,000
001-1016-541.34-01	MISC CONTRACTUAL SERVICES	297	1,000	1,000	-
001-1016-541.41-02	TELEPHONE SERVICES	3,276	4,155	4,155	3,450
001-1016-541.41-04	INTERNET SERVICES	3,318	3,200	3,200	2,875
001-1016-541.41-05	POSTAGE	35	50	50	74
001-1016-541.43-00	UTILITY SERVICES	6,266	6,000	6,000	6,767
001-1016-541.45-00	INSURANCE	6,531	11,003	11,003	7,315
001-1016-541.46-03	REPAIR AND MAINT SVCS-VEHICLES	1,455	2,500	2,500	1,648
001-1016-541.46-05	REPAIR AND MAINT SVCS-SOFTWARE	1,251	2,500	2,500	39,825
001-1016-541.46-10	REPAIR AND MAINT SVCS-BUILDING	1,536	1,500	1,500	1,659
001-1016-541.47-01	MISC PRINTING AND BINDING	150	100	100	400
001-1016-541.48-01	ADVERTISEMENT-LEGAL, OTHER	-	750	750	1,155
001-1016-541.49-05	LICENSES, TAXES, AND CERTIFICATIONS	-	350	350	-
001-1016-541.51-00	OFFICE SUPPLIES	231	750	750	400
001-1016-541.52-01	MISCELLANEOUS OPERATING SUPPLIES	2,811	750	750	880
001-1016-541.52-03	GASOLINE AND OIL	4,424	6,105	6,105	-
001-1016-541.52-04	UNIFORMS AND ACCESSORIES	1,214	1,350	1,350	1,575
001-1016-541.54-01	DUES AND SUBSCRIPTIONS	7,120	300	300	950
	TOTAL OPERATING EXPENDITURES	285,727	282,470	282,470	318,973
001-1016-541.63-00	IMPROVEMENT OTHER THAN BUILDINGS	3,150	-	300,000	-
	TOTAL CAPITAL OUTLAY	3,150	-	300,000	-
	TOTAL ENGINEERING DIVISION	944,926	1,159,505	1,459,505	1,218,298
	TOTAL PUBLIC SERVICES DEPARTMENT	4,229,401	3,745,552	22,215,124	3,887,326

- PARKS & RECREATION -

Parks

Recreation

Heritage Depot Museum

Special Events

Newton Park



PARKS & RECREATION DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT:

To provide desirable and high quality outdoor spaces, parks, recreation programs, events, and facilities to ensure exceptional experiences for all residents and visitors to Winter Garden.

CORE FUNCTIONS:

- Provide active and passive recreational facilities for all community segments
- Provide quality outdoor spaces to enhance the downtown and city-wide experience
- Provide diverse recreation programs and rental facilities
- Provide events and diverse cultural experiences for all leisure needs

CHALLENGES:

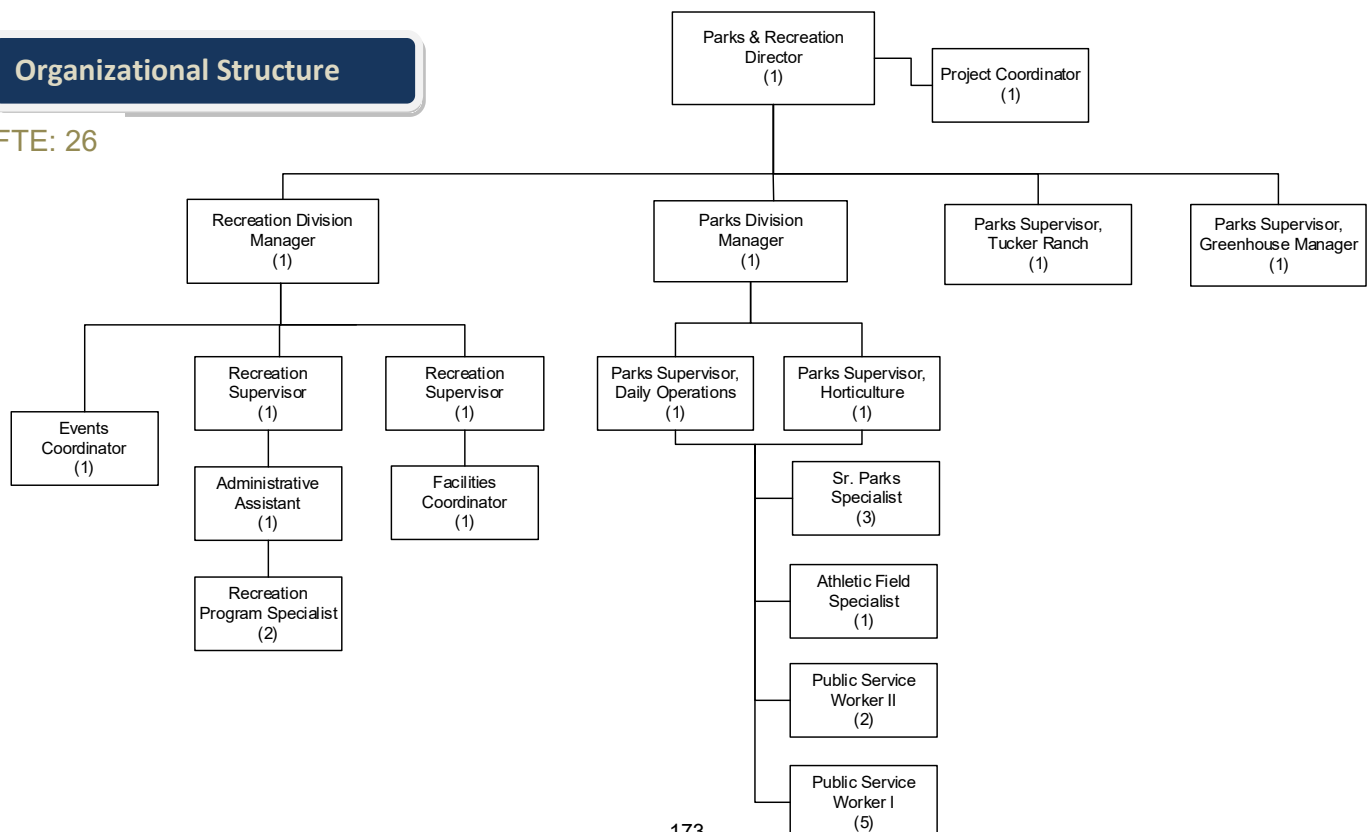
- Managing inflated event attendance
- Growing demand for the community center and athletic/field spaces from residents and non-residents due to limited capacity
- Pressures from outside sources for additional downtown events while managing the effect on staff workload, downtown residents, and local businesses
- Event parking impact on staff and visitor experience
- Delivering the right mix of programs and services that cater to changing needs
- Outdated rental rates for facilities and fields – last adjusted more than 15yrs ago
- Vacancies are causing a strain on the department with forced overtime and lack of time for training
- Impact of high non-resident usage of athletic fields underserving the experience for local residents

BUSINESS ASSUMPTIONS:

- Growing demand from residents and visitors to participate in recreational programs and athletic activities
- Event attendance will continue to grow
- Continued growth will increase pressure to update/expand parks and recreational venues
- Availability of funding to expand/improve/sustain outdoor assets and facilities
- Programming and general operating costs will be re-evaluated to ensure outdoor seating areas are optimal for businesses, residents, and staff needs

Organizational Structure

FTE: 26



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Provide an Attractive Community

Department Goal

Develop and sustain beautiful park, pedestrian and landscape areas

Objectives

- Continuously evaluate and improve hardscape, landscape and park maintenance throughout the City and the downtown district to ensure the highest aesthetic and satisfaction levels.
 - Advise on the landscape design, implementation and construction of the multi-year roadway and highway median improvement initiative, specifically, targeting SR. 50, Dillard Street and Plant Street, as well as the Historic East Winter Garden Neighborhood streetscape.
-

Strategic Priority #2

Provide Recreation, Arts and Culture

Department Goal

Provide a balanced variety of quality parks, facilities, recreational and cultural experiences

Objective

- Continuous quality improvement of programs through engagement with participants and residents to ensure optimal offerings with limited space.
-

Strategic Priority #3

Preserve the Natural Environment

Department Goal

Rehab, restore and protect passive green space throughout the City

Objective

- Complete construction and implementation of the multi-year, phased site and amenity improvements to the Tucker Ranch property.
-

Strategic Priority #4

Foster a Culture of Teamwork and Collaboration

Department Goal

Promote a high performing organization

Objective

- Foster an environment of collaboration and effective communication through ongoing coaching and feedback opportunities that will result in highly motivated and productive employees.
-

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
Pedestrian and Landscape Areas Satisfaction Index **	89%	81%	89%↑
Quality of City Parks Satisfaction Index **	85%	83%	85%↑
Downtown Amenities, Pedestrian and Landscape Areas Satisfaction Rating (in-house survey feedback from downtown merchants)	90%	90%	≥ 90%↑
Overall Quality of Park and Recreation Opportunities Satisfaction Index **	84%	73%	84%↑
Recreational Opportunities Satisfaction Index **	76%	76%	81%↑
Recreation Programs and Classes Satisfaction Index **	87%	74%	87%↑
% Satisfied with Recreation Programs (in-house post program survey)	98.3%	97.6%	≥ 95%↑
Opportunities to Attend Cultural, Arts, and Music Events Satisfaction Index **	77%	72%	77%↑
Opportunities To Attend Special Events and Festivals Satisfaction Index **	85%	85%	87%↑
Quality of the Overall Natural Environment Satisfaction Index **	84%	78%	84%↑
Preservation of Natural Land Areas Satisfaction Index **	66%	63%	68%↑
Employee Motivation and Productivity Satisfaction Rating***	78.8%	78.8%	≥ 80%↑
OPERATIONAL INDICATOR			
# of Total Program/Event Participants (Attendees)	647,804	657,300	600,000↓

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** National Community Survey (NCS) values shown are assessed biennially (every other year) and represent the most recent community assessment and rating conducted in FY24/25.

*** Employee engagement and customer service survey conducted biennially by City Administration and distributed to all employees. Values in FY24/25 show survey results last reported in June of 2024 only for comparative purposes.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
PARKS AND RECREATION DEPARTMENT
PARKS & LAND DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0775-572.12-00	REGULAR SALARIES AND WAGES	685,983	888,941	888,941	815,116
001-0775-572.14-00	OVERTIME	95,247	84,265	84,265	91,938
001-0775-572.21-00	FICA TAXES	58,476	74,450	74,450	69,390
001-0775-572.22-00	RETIREMENT CONTRIBUTIONS	147,316	208,266	208,266	188,577
001-0775-572.23-00	LIFE AND HEALTH INSURANCE	160,858	208,134	208,134	189,643
001-0775-572.24-00	WORKERS' COMPENSATION	21,864	15,163	15,163	26,237
	TOTAL PERSONAL SERVICES	1,169,744	1,479,220	1,479,220	1,380,900
001-0775-572.34-01	MISC OTHER CONTRACTUAL SERVICES	439,805	473,472	473,472	482,023
001-0775-572.34-02	LAWN MAINTENANCE	298,935	300,438	300,438	280,470
001-0775-572.34-06	JANITORIAL SERVICES	4,526	7,082	7,082	2,150
001-0775-572.34-08	PERSONNEL SERVICES	324,413	260,000	260,000	320,354
001-0775-572.40-00	TRAVEL AND PER DIEM	44	980	980	980
001-0775-572.41-02	TELEPHONE SERVICES	6,191	5,850	5,850	6,150
001-0775-572.41-03	RADIO SERVICES	168	200	200	200
001-0775-572.41-04	INTERNET SERVICES	7,409	5,800	5,800	5,800
001-0775-572.43-00	UTILITY SERVICES	220,561	189,700	189,700	238,206
001-0775-572.44-00	RENTALS AND LEASES	-	5,800	5,800	3,200
001-0775-572.45-00	INSURANCE	75,452	71,146	71,146	84,506
001-0775-572.46-01	REPAIR AND MAINT SVCS-MISC	22,856	107,600	107,600	123,810
001-0775-572.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	13,273	31,725	31,725	39,871
001-0775-572.46-03	REPAIR AND MAINT SVCS-VEHICLES	22,659	12,960	12,960	22,659
001-0775-572.46-05	REPAIR AND MAINT SVCS-SOFTWARE	-	710	710	710
001-0775-572.46-10	REPAIR AND MAINT SVCS-BUILDING	74,673	63,650	63,650	73,200
001-0775-572.48-01	ADVERTISEMENT-LEGAL,OTHER	-	1,000	1,000	1,000
001-0775-572.49-05	LICENSES/TAXES/CERTIFICATIONS	1,189	1,960	1,960	1,960
001-0775-572.51-00	OFFICE SUPPLIES	984	1,400	1,400	1,400
001-0775-572.52-01	MISCELLANEOUS OPERATING SUPPLIES	223,060	322,200	322,200	277,500
001-0775-572.52-02	CHEMICALS	50,105	78,000	78,000	71,300
001-0775-572.52-03	GASOLINE AND OIL	16,929	16,000	16,000	16,000
001-0775-572.52-04	UNIFORMS AND ACCESSORIES	8,862	18,675	18,675	19,625
001-0775-572.54-01	DUES AND SUBSCRIPTIONS	-	600	600	600
001-0775-572.54-02	SEMINARS AND COURSES	830	2,950	2,950	2,825
	TOTAL OPERATING EXPENDITURES	1,812,924	1,979,898	1,979,898	2,076,499
001-0775-572.62-00	BUILDINGS	320	-	596,721	-
001-0775-572.63-00	IMPROVEMENT OTHER THAN BUILDINGS	278,284	156,751	19,026,811	-
001-0775-572.64-00	MACHINERY AND EQUIPMENT	231,567	87,416	87,416	-
	TOTAL CAPITAL OUTLAY	510,171	244,167	19,710,948	-
TOTAL PARKS DIVISION		3,492,839	3,703,284	23,170,065	3,457,399

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
PARKS AND RECREATION DEPARTMENT
RECREATION DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0872-572.12-00	REGULAR SALARIES AND WAGES	371,687	381,462	381,462	449,492
001-0872-572.13-00	OTHER SALARIES AND WAGES	368,918	327,609	327,609	398,985
001-0872-572.14-00	OVERTIME	15,500	17,001	17,001	15,965
001-0872-572.21-00	FICA TAXES	57,295	55,545	55,545	66,130
001-0872-572.22-00	RETIREMENT CONTRIBUTIONS	70,639	85,271	85,271	96,769
001-0872-572.23-00	LIFE AND HEALTH INSURANCE	72,859	86,241	86,241	95,702
001-0872-572.24-00	WORKERS' COMPENSATION	15,959	13,531	13,531	19,151
	TOTAL PERSONAL SERVICES	972,857	966,661	966,661	1,142,193
001-0872-572.31-01	MISC PROFESSIONAL SERVICES	-	650	650	650
001-0872-572.34-01	MISC OTHER CONTRACTUAL SERVICES	75,561	78,418	78,418	80,971
001-0872-572.34-04	BANKING FEES	18,989	19,600	19,600	19,600
001-0872-572.34-06	JANITORIAL SERVICES	5,719	8,000	8,000	8,000
001-0872-572.34-08	PERSONNEL SERVICES	110,353	87,858	87,858	97,938
001-0872-572.40-00	TRAVEL AND PER DIEM	2,696	1,460	1,460	1,460
001-0872-572.41-02	TELEPHONE SERVICES	9,817	8,892	8,892	9,400
001-0872-572.41-04	INTERNET SERVICES	7,699	10,400	10,400	10,400
001-0872-572.41-05	POSTAGE	199	400	400	400
001-0872-572.43-00	UTILITY SERVICES	57,738	52,500	52,500	62,357
001-0872-572.44-00	RENTALS AND LEASES	6,982	8,200	8,200	9,800
001-0872-572.45-00	INSURANCE	94,113	78,425	78,425	105,407
001-0872-572.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	39,178	77,909	77,909	68,348
001-0872-572.46-03	REPAIR AND MAINT SVCS-VEHICLES	4,621	3,600	3,600	3,600
001-0872-572.46-05	REPAIR AND MAINT SVCS-SOFTWARE	9,374	10,400	10,400	10,400
001-0872-572.46-06	REPAIR AND MAINT SVCS-HARDWARE	-	1,000	1,000	-
001-0872-572.46-10	REPAIR AND MAINT SVCS-BUILDING	25,500	24,670	24,670	27,540
001-0872-572.47-01	MISC PRINTING AND BINDING	450	2,000	2,000	2,000
001-0872-572.48-01	PROMOTIONAL-ADVERTISEMENTS	-	1,250	1,250	1,250
001-0872-572.48-02	PROMOTIONAL-PROMOTIONAL ITEMS	1,404	750	750	2,100
001-0872-572.49-01	MISC OTHR CUR CHGS & OBLIGATIONS	104,114	41,400	41,400	46,845
001-0872-572.49-05	LICENSES, TAXES, AND CERTIFICATIONS	5,539	8,125	8,125	9,005
001-0872-572.49-11	EMPLOYEE SOCIAL EVENTS	151	2,250	2,250	2,250
001-0872-572.51-00	OFFICE SUPPLIES	3,050	9,541	9,541	9,541
001-0872-572.52-01	MISCELLANEOUS OPERATING SUPPLIES	87,581	77,885	77,885	81,785
001-0872-572.52-02	CHEMICALS	38,189	46,300	46,300	46,300
001-0872-572.52-03	GASOLINE AND OIL	2,188	2,500	2,500	2,500
001-0872-572.52-04	UNIFORMS AND ACCESSORIES	5,477	5,660	5,660	5,660
001-0872-572.54-01	DUES AND SUBSCRIPTIONS	6,675	5,800	5,800	5,800
001-0872-572.54-02	SEMINARS AND COURSES	4,171	6,930	6,930	6,930
001-0872-572.54-03	EDUC ASSIST PROG REIMBURS	-	14,547	14,547	14,547
	TOTAL OPERATING EXPENDITURES	727,528	697,320	697,320	752,784
001-0872-572.62-00	BUILDINGS	-	38,000	135,198	90,500
001-0872-572.63-00	IMPROVEMENTS OTHER THAN BUILDING	102,990	10,700	23,610	-
001-0872-572.64-00	EQUIPMENT	112,355	2,590	140,517	-
	TOTAL CAPITAL OUTLAY	215,345	51,290	299,325	90,500
001-0872-572.71-00	PRINCIPAL	2,484	-	-	2,484
001-0872-572.72-00	INTEREST	186	-	-	186
	TOTAL DEBT SERVICE	2,670	-	-	2,670
TOTAL RECREATION DIVISION		1,918,400	1,715,270	1,963,305	1,988,146

CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
PARKS AND RECREATION DEPARTMENT
HERITAGE DEPOT MUSEUM DIVISION

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0873-573.45-00	INSURANCE	4,543	4,049	4,049	5,452
001-0873-573.46-10	REPAIRS & MAINT. - BUILDING	12,766	24,000	24,000	15,319
	TOTAL OPERATING EXPENDITURES	17,309	28,049	28,049	20,771
	TOTAL HERITAGE DEPOT MUSEUM DIVISION	17,309	28,049	28,049	20,771

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
PARKS AND RECREATION DEPARTMENT
SPECIAL EVENTS DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0874-574.34-01	MISC OTHER CONTRACTUAL SERVICES	384,309	300,696	300,696	277,896
001-0874-574.34-08	PERSONNEL SERVICES	142	1,000	1,000	1,220
001-0874-574.44-00	RENTALS AND LEASES	31,515	27,472	27,472	39,382
001-0874-574.45-00	INSURANCE	750	694	694	694
001-0874-574.47-01	MISC PRINTING AND BINDING	384	500	500	500
001-0874-574.48-01	PROMOTIONAL-ADVERTISEMENTS	108	1,460	1,460	1,460
001-0874-574.49-01	MISC OTHER CUR CHGS & OBLIGATIONS	5,964	10,200	10,200	10,200
001-0874-574.52-01	MISCELLANEOUS OPERATING SUPPLIES	92,410	101,690	101,690	60,350
	TOTAL OPERATING EXPENDITURES	515,582	443,712	443,712	391,702
TOTAL SPECIAL EVENTS DIVISION		515,582	443,712	443,712	391,702

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND EXPENDITURES
PARKS AND RECREATION DEPARTMENT
NEWTON PARK FACILITIES DIVISION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
001-3658-575.12-00	REGULAR SALARIES AND WAGES	45,732	47,517	47,517	49,341
001-3658-575.13-00	OTHER SALARIES	13,735	13,407	13,407	15,109
001-3658-575.14-00	OVERTIME	1,329	1,293	1,293	1,183
001-3658-575.21-00	FICA TAXES	3,969	4,760	4,760	5,021
001-3658-575.22-00	RETIREMENT CONTRIBUTIONS	8,918	10,169	10,169	10,258
001-3658-575.23-00	LIFE AND HEALTH INSURANCE	22,564	24,157	24,157	28,712
001-3658-575.24-00	WORKERS' COMPENSATION	708	744	744	850
	TOTAL PERSONAL SERVICES	96,955	102,045	102,045	110,473
001-3658-575.34-01	MISC CONTRACTUAL SERVICES	150	2,260	2,260	2,260
001-3658-575.34-06	JANITORIAL SERVICES	5,923	5,200	5,200	6,397
001-3658-575.40-00	TRAVEL AND PER DIEM	-	470	470	470
001-3658-575.41-02	TELEPHONE SERVICES	722	1,500	1,500	850
001-3658-575.41-04	INTERNET SERVICES	433	750	750	750
001-3658-575.41-05	POSTAGE	-	100	100	100
001-3658-575.43-00	UTILITY SERVICES	11,226	11,300	11,300	12,124
001-3658-575.45-00	INSURANCE	22,265	48,449	48,449	24,937
001-3658-575.46-10	REPAIR AND MAINT SVCS-BUILDING	24,767	28,299	28,299	26,748
001-3658-575.47-01	MISC PRINTING AND BINDING	-	260	260	260
001-3658-575.51-00	OFFICE SUPPLIES	-	300	300	300
001-3658-575.52-01	MISCELLANEOUS OPERATING SUPPLIES	14,604	20,200	20,200	20,200
001-3658-575.52-04	UNIFORMS AND ACCESSORIES	117	510	510	850
	TOTAL OPERATING EXPENDITURES	80,207	119,598	119,598	96,246
001-3658-575.62-00	BUILDINGS	239,343	-	58,987	-
001-3658-575.63-00	IMPROVEMENTS OTHER THAN BLDG	59,138	-	70,862	-
	TOTAL CAPITAL OUTLAY	298,481	-	129,849	-
	TOTAL NEWTON PARK FACILITIES DIVISION	475,643	221,643	351,492	206,719
	TOTAL PARKS AND RECREATION DEPARTMENT	6,419,773	6,111,958	25,956,623	6,064,738

OTHER GOVERNMENTAL FUNDS

DOWNTOWN PARKING DISTRICT

—

COMMUNITY REDEVELOPMENT AGENCY

—

LAW ENFORCEMENT TRUST

—

LAW ENFORCEMENT GRANTS

—

LOCAL OPTION GAS TAX

—

GENERAL IMPACT FEES

—

POLICE & FIRE PREMIUM TAX TRUST

—

CAPTIAL PROJECTS FUND

—

DEBT SERVICE FUND



WINTER GARDEN

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SPECIAL REVENUE FUNDS

Special Revenue Funds are funds that have a specific revenue source that are legally restricted for specific purposes. Following is a list of the City of Winter Garden Special Revenue Funds:

**Downtown Parking District Fund
Community Redevelopment Agency Fund
Law Enforcement Trust Fund
Law Enforcement Grants Fund
Local Option Gas Tax Fund
General Impact Fee Fund
Police and Fire Premium Tax Trust Fund**

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
DOWNTOWN PARKING DISTRICT FUND REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
110-0000-361.10-00	INTEREST	654	1,000	1,000	700
	TOTAL INTEREST AND OTHER EARNINGS	654	1,000	1,000	700
110-0741-399.99-99	USE OF FUND BALANCE	2,880	3,649	3,649	3,500
TOTAL DOWNTOWN PARKING DISTRICT FUND		3,534	4,649	4,649	4,200

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
DOWNTOWN PARKING DISTRICT FUND EXPENDITURES**

	<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
110-0741-545.43-00 UTILITY SERVICES	3,534	4,649	4,649	4,200
TOTAL OPERATING EXPENDITURES	3,534	4,649	4,649	4,200
 TOTAL DOWNTOWN PARKING DISTRICT FUND	 <u>3,534</u>	 <u>4,649</u>	 <u>4,649</u>	 <u>4,200</u>

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
COMMUNITY REDEVELOPMENT AGENCY FUND REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
120-0213-338.00-00	SHARED REVENUES - OTHER LOCAL	1,352,392	1,419,231	1,419,231	1,413,804
120-0213-361.10-00	INTEREST	320,434	179,675	179,675	250,055
120-0213-361.30-00	INCR(DECR) IN FV OF INVST	25,175	-	-	-
120-0213-361.40-00	GAIN/LOSS ON SALE/INVST	(4,779)	-	-	-
120-0213-381.00-00	INTER-FUND TRANSFER IN	1,531,646	1,622,445	1,622,445	1,742,489
120-0213-399.99-99	USE OF FUND BALANCE	-	-	2,880,182	-
TOTAL COMMUNITY REDEVELOPMENT AGENCY FUND		3,224,868	3,221,351	6,101,533	3,406,348

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
COMMUNITY REDEVELOPMENT AGENCY FUND EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
120-0213-552.49-02	INTERFUND MANAGEMENT FEES	16,721	16,721	16,721	16,721
	TOTAL OPERATING EXPENDITURES	16,721	16,721	16,721	16,721
120-0213-552.61-00	LAND ACQUISITION	101,360	700,000	700,000	325,000
120-0213-552.63-00	CRA CAPITAL FUNDING PROJECTS	19,000	-	710,047	-
120-0213-552.63-00	DOWNTOWN WAYFINDING SIGNS	-	-	310,000	-
120-0213-552.63-00	EAST WINTER GARDEN REVITALIZATION	74,775	320,000	4,364,765	1,358,525
	TOTAL CAPITAL OUTLAY	195,135	1,020,000	6,084,812	1,683,525
120-0213-581.91-00	INTERFUND TRANSFER	250,000	-	-	-
120-0213-599.99-99	TRANSFER TO FUND BALANCE	2,763,012	2,184,630	-	1,706,102
	TOTAL OTHER USES	3,013,012	2,184,630	-	1,706,102
TOTAL COMMUNITY REDEVELOPMENT AGENCY FUND		3,224,868	3,221,351	6,101,533	3,406,348

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
LAW ENFORCEMENT TRUST FUND REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
121-1121-359.00-00	FORFEITURES	404	200	200	1,300
121-1121-361.10-00	INTEREST	7,176	4,500	4,500	11,676
121-1121-399.99-99	USE OF FUND BALANCE-STATE	-	-	-	26,905
121-1321-359.00-00	FORFEITURES	17,362	18,480	18,480	17,921
TOTAL LAW ENFORCEMENT TRUST FUND		24,942	23,180	23,180	57,802

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
LAW ENFORCEMENT TRUST FUND EXPENDITURES**

	<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
<u>STATE-DESIGNATED</u>				
121-1221-521.82-00 AIDS TO PRIVATE ORGANIZAT	500	-	-	-
121-1221-599.99-99 CARRYFORWARD TO FUND BALANCE	-	4,700	4,700	-
TOTAL STATE-DESIGNATED	500	4,700	4,700	-
<u>FEDERAL-DESIGNATED</u>				
121-1421-521.64-00 MACHINERY AND EQUIPMENT	-	18,480	18,480	57,802
121-1421-599.99-99 CARRYFORWARD TO FUND BALANCE	24,442	-	-	-
	24,442	18,480	18,480	57,802
TOTAL LAW ENFORCEMENT TRUST FUND	24,942	23,180	23,180	57,802

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
LAW ENFORCEMENT GRANTS FUND REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
122-0521-331.21-00	LOCAL LAW ENFORCEMENT GRANT	82,255	29,232	29,232	50,000
	TOTAL INTERGOVERNMENTAL	82,255	29,232	29,232	50,000
122-0521-334.20-00	MITIGATION FUNDS	-	5,000	5,000	10,000
122-0521-361.10-00	INTEREST	4,143	2,200	2,200	6,343
	TOTAL INTEREST AND OTHER EARNINGS	4,143	7,200	7,200	16,343
122-0521-381.00-00	INTER-FUND TRANSFER IN	-	8,400	8,400	8,400
122-0521-399.99-99	USE OF FUND BALANCE	19,993	-	-	-
	TOTAL OTHER SOURCES	19,993	8,400	8,400	8,400
	TOTAL LAW ENFORCEMENT GRANTS FUND	106,391	44,832	44,832	74,743

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
LAW ENFORCEMENT GRANTS FUND EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
122-0521-521.52-01	MISC OPERATING SUPPLIES	16,604	8,800	8,800	-
122-0521-521.52-04	UNIFORMS AND ACCESSORIES	12,982	16,800	16,800	-
	TOTAL OPERATING EXPENDITURES	29,586	25,600	25,600	-
122-0521-521.64-00	MACHINERY AND EQUIPMENT	76,805	19,232	19,232	74,743
	TOTAL CAPITAL OUTLAY	76,805	19,232	19,232	74,743
	TOTAL LAW ENFORCEMENT GRANTS FUND	106,391	44,832	44,832	74,743

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
LOCAL OPTION GAS TAX FUND REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
160-0741-312.41-00	LOCAL OPTION GAS TAX	1,541,205	1,520,794	1,520,794	1,545,476
	TOTAL TAXES	1,541,205	1,520,794	1,520,794	1,545,476
160-0741-361.10-00	INTEREST	27,233	39,802	39,802	25,494
160-0741-361.30-00	INCR(DECR) IN FV OF INVST	1,894	-	-	-
160-0741-361.40-00	GAIN/LOSS ON SALE/INVSTMN	(633)	-	-	-
	TOTAL OTHER EARNINGS	28,494	39,802	39,802	25,494
160-0741-381.00-00	INTRAFUND TRANSFER IN	17,957	17,997	17,997	17,957
160-0741-399.99-99	USE OF FUND BALANCE	725,795	21,407	21,407	11,073
	TOTAL OTHER SOURCES	743,752	39,404	39,404	29,030
	TOTAL LOCAL OPTION GAS TAX FUND	2,313,451	1,600,000	1,600,000	1,600,000

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
LOCAL OPTION GAS TAX FUND EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
160-0741-541.34-01	MISC CONTRACTUAL SERVICES	4,976	-	-	-
160-0741-541.49-08	STREET LIGHTS	454,591	-	-	-
	TOTAL OPERATING EXPENDITURES	459,567	-	-	-
160-0741-541.61-00	LAND	-	-	-	-
160-0741-541.63-00	IMPROVEMENT OTHER THAN BUILDINGS	1,853,884	1,600,000	1,600,000	1,600,000
	TOTAL CAPITAL OUTLAY	1,853,884	1,600,000	1,600,000	1,600,000
TOTAL LOCAL OPTION GAS TAX FUND		<u>2,313,451</u>	<u>1,600,000</u>	<u>1,600,000</u>	<u>1,600,000</u>

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL IMPACT FEE FUND REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
<u>ADMINISTRATION DIVISION</u>					
170-0213-361.10-00	INTEREST	225,372	181,277	181,277	257,561
170-0213-361.30-00	INCR (DECR) IN FV OF INVST	155,145	-	-	-
170-0213-361.40-00	GAIN ON SALE OF INVESTMENTS	(29,450)	-	-	-
	TOTAL ADMINISTRATION DIVISION	351,067	181,277	181,277	257,561
<u>POLICE-SWORN DIVISION</u>					
170-0521-324.11-00	RESIDENTIAL-PUBLIC SAFETY	8,475	4,407	4,407	10,681
170-0521-324.12-00	COMMERCIAL-PUBLIC SAFETY	239,855	173,469	173,469	262,855
170-0521-399.99-99	USE OF FUND BALANCE	-	-	4,646	-
	TOTAL POLICE-SWORN DIVISION	248,330	177,876	182,522	273,536
<u>FIRE DEPARTMENT</u>					
170-0622-324.11-00	RESIDENTIAL-PUBLIC SAFETY	12,275	6,383	6,383	16,474
170-0622-324.12-00	COMMERCIAL-PUBLIC SAFETY	313,657	225,922	225,922	342,889
170-0622-399.99-99	USE OF FUND BALANCE	28,964	-	2,749,991	-
	TOTAL FIRE DEPARTMENT	354,896	232,305	2,982,296	359,363
170-0872-324.61-00	RECREATION IMPACT FEES	28,642	16,900	16,900	31,400
170-0872-399.99-99	USE OF FUND BALANCE	-	-	-	-
	TOTAL RECREATION DIVISION	28,642	16,900	16,900	31,400
TOTAL GENERAL IMPACT FEES FUND		982,935	608,358	3,362,995	921,860

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL IMPACT FEES SPECIAL REVENUE FUND EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
<u>POLICE-SWORN DIVISION</u>					
170-0521-521.64-00	MACHINERY AND EQUIPMENT	170,649	-	4,646	-
	TOTAL CAPITAL OUTLAY	170,649	-	4,646	-
170-0521-599.99-99	TRANSFER TO FUND BALANCE	428,748	359,153	359,153	531,097
	TOTAL OTHER USES	428,748	359,153	359,153	531,097
	TOTAL POLICE-SWORN DIVISION	599,397	359,153	363,799	531,097
<u>FIRE DEPARTMENT</u>					
170-0622-522.62-00	BUILDINGS	354,896	-	2,749,991	-
	TOTAL CAPITAL OUTLAY	354,896	-	2,749,991	-
170-0622-599.99-99	TRANSFER TO FUND BALANCE	-	232,305	232,305	359,363
	TOTAL OTHER USES	-	232,305	232,305	359,363
	TOTAL FIRE DEPARTMENT	354,896	232,305	2,982,296	359,363
<u>RECREATION DIVISION</u>					
170-0872-599.99-99	CARRYFORWARD FUND BALANCE	28,642	16,900	16,900	31,400
	TOTAL OTHER USES	28,642	16,900	16,900	31,400
	TOTAL RECREATION DIVISION	28,642	16,900	16,900	31,400
TOTAL GENERAL IMPACT FEES SPECIAL REVENUE FUND		982,935	608,358	3,362,995	921,860

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL TRANSPORTATION IMPACT FEE FUND REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
174-0213-361.10-00	INTEREST	586,322	448,555	448,555	550,955
174-0213-361.30-00	INCR (DECR) IN FV OF INVST	609,023	-	-	-
174-0213-361.40-00	GAIN (LOSS) ON SALE OF INVESTMENTS	(110,998)	-	-	-
	TOTAL INTEREST AND OTHER EARNINGS	1,084,347	448,555	448,555	550,955
174-0741-324.31-00	RESIDENTIAL-TRANSPORTATIO	80,860	45,721	45,721	70,657
174-0741-324.32-00	COMMERCIAL-TRANSPORTATION	1,593,390	1,523,237	1,523,237	1,692,606
174-0741-399.99-99	USE OF FUND BALANCE	70,426	-	7,135,383	600,782
	TOTAL GENERAL TRANSPORT IMPACT FEE FUND REVENUES	2,829,023	2,017,513	9,152,896	2,915,000

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL TRANSPORTATION IMPACT FEE FUND EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
174-0741-541.61-00	LAND	142,842	-	51,924	-
174-0741-541.63-00	IMPROVEMENT OTHER THAN BUILDINGS	2,686,181	-	9,100,972	2,915,000
	TOTAL CAPITAL OUTLAY	2,829,023	-	9,152,896	2,915,000
174-0741-599.90-99	CARRYFORWARD FUND BALANCE	-	2,017,513	-	-
	TOTAL OTHER USES	-	2,017,513	-	-
	TOTAL GENERAL TRANSPORTATION IMPACT FEE FUND EXPENDITURES	<u>2,829,023</u>	<u>2,017,513</u>	<u>9,152,896</u>	<u>2,915,000</u>

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
POLICE AND FIRE PREMIUM TAX TRUST FUND REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
190-0000-312.51-00	FIRE INSURANCE PREMIUM	398,843	438,727	438,727	418,785
190-0000-312.52-00	CASUALTY INSURANCE PREMIUM TAX	580,902	638,992	638,992	609,947
	TOTAL POLICE AND FIRE PREMIUM TAX TRUST FUND REVENUES	979,745	1,077,720	1,077,720	1,028,732

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
POLICE AND FIRE PREMIUM TAX TRUST FUND EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
190-0000-521.91-00	TRANSFERS	580,902	638,992	638,992	609,947
190-0000-522.91-00	TRANSFERS	398,843	438,727	438,727	418,785
	TOTAL POLICE AND FIRE PREMIUM TAX TRUST FUND EXPENDITURES	<u>979,745</u>	<u>1,077,720</u>	<u>1,077,720</u>	<u>1,028,732</u>

CAPITAL PROJECTS FUNDS

Capital Projects Funds are funds used to account for financial resources to be used for the acquisition or construction of major capital facilities.

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
CAPITAL PROJECTS FUND - REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
335-0213-361.10-00	INTEREST	33,046	-	-	-
335-0213-361.30-00	INCR(DECR) IN FV OF INVST	34,664	-	-	-
335-0213-361.40-00	GAIN/LOSS ON SALE/INVSTMN	(6,580)	-	-	-
335-0213-399.99-99	USE OF FUND BALANCE	-	-	-	-
	TOTAL CAPITAL PROJECTS FUND	61,130	-	-	-
	TOTAL CAPITAL PROJECTS FUND	61,130	-	-	-

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
CAPITAL PROJECTS FUND**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
335-0213-581.91-00	INTERGOVERNMENTAL TRANSFERS	3,719	-	-	-
334-0213-599.99-99	TRANSFER TO FUND BALANCE	57,411	-	-	-
TOTAL CAPITAL PROJECTS FUND		61,130	-	-	-

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
CAPITAL PROJECTS FUND - REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
336-0213-361.10-00	INTEREST	-	-	-	-
336-0213-384.00-00	DEBT PROCEEDS	-	-	-	-
336-0213-399.99-99	USE OF FUND BALANCE	577,970	-	15,472,030	-
	TOTAL CAPITAL PROJECTS FUND	577,970	-	15,472,030	-
	TOTAL CAPITAL PROJECTS FUND	577,970	-	15,472,030	-

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
CAPITAL PROJECTS FUND**

	<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
	-	-	-	-
336-0213-552.63-00 IMPROVEMENT OTHER THAN BLDG	577,970	-	15,472,030	-
TOTAL CAPITAL	577,970	-	15,472,030	-
336-0213-599.99-99 TRANSFER TO FUND BALANCE	-	-	-	-
TOTAL CAPITAL PROJECTS FUND	577,970	-	15,472,030	-

DEBT SERVICE FUND

The Debt Service Fund is used for the accumulation of resources for the payment of the principal and interest on the following debt issue:

Sales Tax Revenue Bonds, Series 2016A

Sales Tax Revenue Bonds, Series 2016B

Sales Tax Revenue Bonds, Series 2021

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
DEBT SERVICE FUND REVENUES**

	<u>2024 ACTUAL</u>	<u>2025 ORIGINAL BUDGET</u>	<u>2025 AMENDED BUDGET</u>	<u>2026 PROPOSED BUDGET</u>
230-0000-381.00-00 INTER-FUND TRANSFER IN	2,559,196	2,555,460	2,555,460	2,557,973
TOTAL OTHER SOURCES	2,559,196	2,555,460	2,555,460	2,557,973
TOTAL DEBT SERVICE FUND	<u>2,559,196</u>	<u>2,555,460</u>	<u>2,555,460</u>	<u>2,557,973</u>

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
DEBT SERVICE FUND EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
230-0000-517.71-00	PRINCIPAL	1,968,000	2,005,000	2,005,000	2,049,000
230-0000-517.72-00	INTEREST	591,196	550,460	550,460	508,973
	TOTAL DEBT SERVICE	2,559,196	2,555,460	2,555,460	2,557,973
TOTAL DEBT SERVICE FUND		2,559,196	2,555,460	2,555,460	2,557,973



WINTER GARDEN

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ENTERPRISE FUNDS

UTILITIES

—

STORMWATER

—

SOLID WASTE

—

TRAILER CITY

Enterprise Funds



WINTER GARDEN

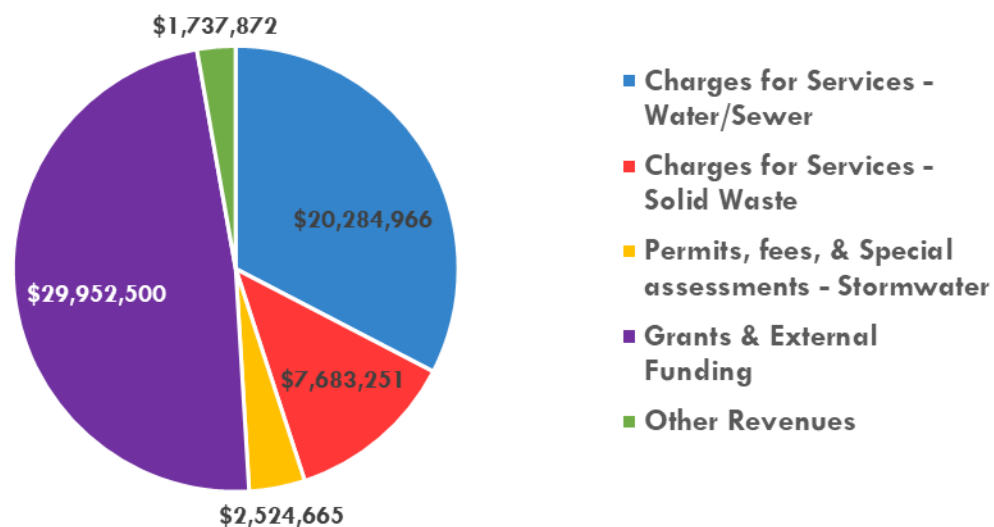
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MAJOR REVENUE SOURCES OF ENTERPRISE FUNDS

Enterprise Fund services include, but are not limited to, services for water distribution, wastewater collection, stormwater and solid waste collection. Below are the major revenue sources for the Enterprise Funds for the past five years.

<u>Revenue Description</u>	<u>Actual 2022</u>	<u>Actual 2023</u>	<u>Actual 2024</u>	<u>Budget 2025</u>	<u>Budget 2026</u>
Charges for Services - Water/Sewer	\$12,832,382	\$13,297,545	\$15,562,505	\$15,466,733	\$20,284,966
Charges for Services - Solid Waste	5,731,573	6,798,073	7,542,260	7,729,884	7,683,251
Permits, fees, & Special assessments - Stormwater	2,264,440	2,421,690	2,428,532	2,523,970	2,524,665
Grants & External Funding	1,397,584	666,301	5,020,586	31,275,397	29,952,500
Other Revenues	<u>1,049,511</u>	<u>1,321,871</u>	<u>2,822,010</u>	<u>1,386,341</u>	<u>1,737,872</u>
Total Enterprise Revenues	23,275,490	24,505,480	33,375,893	58,382,325	62,183,254

ENTERPRISE FUNDS MAJOR REVENUE SOURCES - FY 2026 BUDGET



Grants

The City successfully secured \$30M in grant funding to support Enterprise Fund Capital Improvement Projects. These funds include:

- \$15.0 million from the Florida Department of Environmental Protection (FDEP) Water Quality Improvement Grant for Wastewater Treatment Plant expansion.
- \$1.75 million in additional State appropriation funding for the WWTP expansion.
- \$6.64 million from the FDEP Water Quality Grant for the Teacup Springs septic-to-sewer conversion.
- \$6.56 million in Community Development Block Grant (CDBG) funding for stormwater improvements in East Winter Garden.

Charges for Services

Charges for Services represent the primary source of recurring annual revenue for the City's enterprise funds. These revenues are designed to recover the costs of providing essential services. For Water & Wastewater, rates will increase by 20% in FY2026 under Ordinance 24.25, supporting system maintenance, operations, and expansion while accounting for projected customer growth. For Solid Waste, staff recommends adopting the Florida Public Service Commission (PSC) price index to adjust fees annually. For 2026, the PSC index is set at 2.23% which ensures cost recovery and stability while minimizing rate volatility.

- UTILITIES -

Administration

Water

Distribution

Wastewater

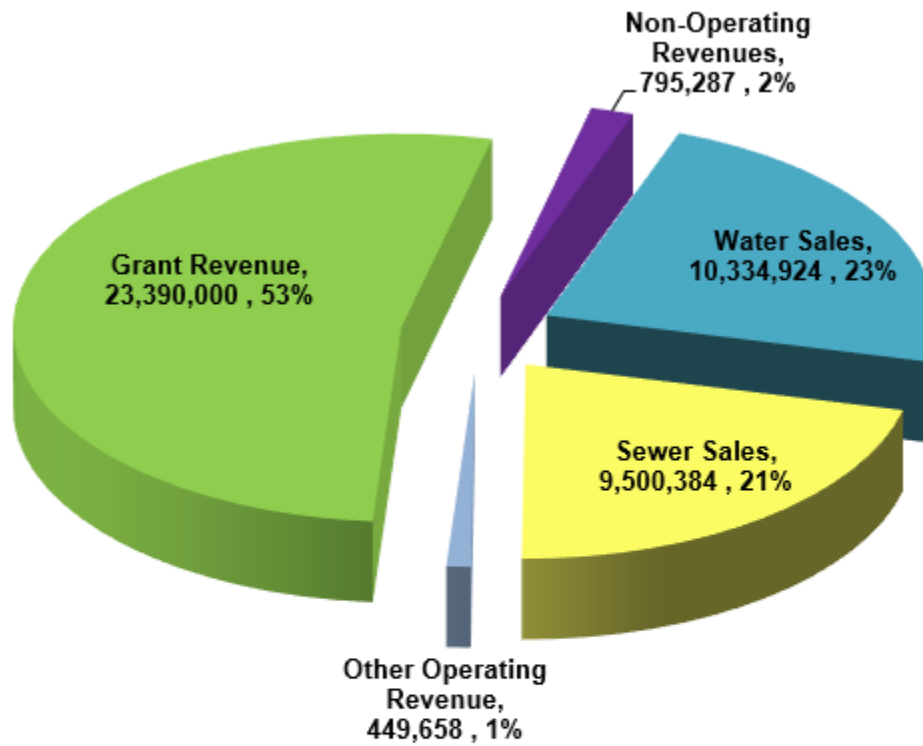
Collection

Environmental Services

Utilities Impact Fees

Utilities Renewal & Replacement

UTILITIES OPERATING FUND REVENUES BY SOURCE

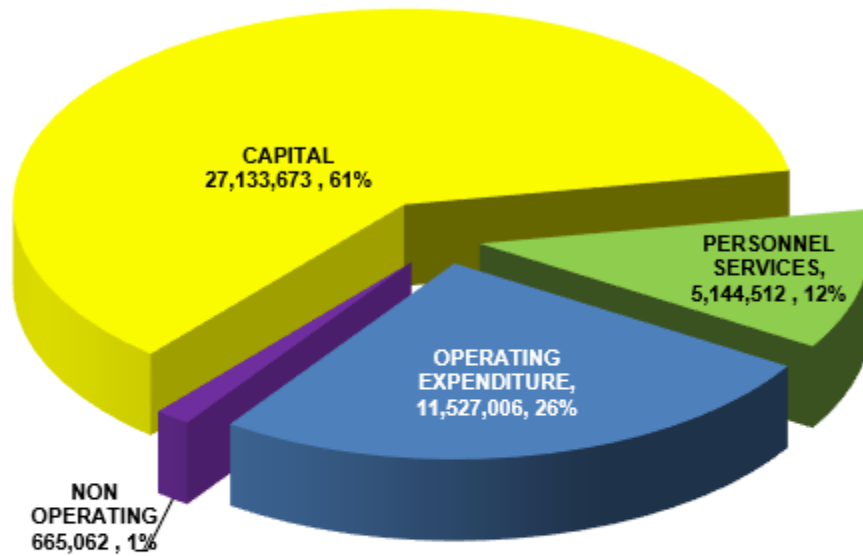


Water Sales	\$10,334,924
Sewer Service	9,500,384
Other Operating Revenue	449,658
Grant Revenue	23,390,000
Non-operating Revenues	<u>795,287</u>
Total	\$44,470,253

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES OPERATING FUND REVENUES**

		<u>2024 ACTUAL</u>	<u>2025 ORIGINAL BUDGET</u>	<u>2025 AMENDED BUDGET</u>	<u>2026 PROPOSED BUDGET</u>
410-2116-329.09-00	IRRIGATION & WELLS	1,300	773	773	1,200
	TOTAL PERMITS, FEES AND SPECIAL ASSESSEMENTS	1,300	773	773	1,200
410-2116-331.31-00	FEDERAL FUNDING	364	-	-	-
410-2116-334.31-00	STATE FUNDING	-	-	-	23,390,000
	TOTAL INTERGOVERNMENTAL	364	-	-	23,390,000
410-2116-343.30-00	WATER SERVICE	7,968,322	7,794,719	7,794,719	10,334,924
410-2116-343.30-01	INITIATION FEE	26,595	22,560	22,560	44,692
410-2116-343.30-02	WATER TAP-IN CHARGE	12,250	12,300	12,300	7,576
410-2116-343.31-00	METER INSTALLATIONS	22,820	20,703	20,703	15,000
410-2116-343.32-00	FIRE HYDRANT SERVICE	47,880	47,191	47,191	52,701
410-2116-343.33-00	SERVICE CHARGES	202,197	182,022	182,022	213,706
410-2116-343.50-00	SEWER SERVICE	7,122,362	7,258,487	7,258,487	9,500,384
410-2116-343.50-01	SEWER CONNECTION FEE	10,010	9,295	9,295	9,295
410-2116-343.68-00	PENALTIES	163,003	119,456	119,456	106,688
	TOTAL CHARGES FOR SERVICES	15,575,439	15,466,733	15,466,733	20,284,966
410-2116-361.10-00	INTEREST	765,140	569,172	569,172	794,087
410-2116-361.30-00	INCR (DECR) IN FV OF INVST	657,387			
410-2116-361.40-00	INTEREST GAIN/LOSS	(132,974)	-	-	-
	TOTAL INTEREST AND OTHER EARNINGS	1,289,553	569,172	569,172	794,087
410-2116-361.90-00	LEASE RENTAL INCOME	4,726	-	-	-
410-2116-362.00-00	RENTAL INCOME	-	12,852	12,852	-
410-2116-364.00-00	DISPOSITION OF FIXED ASSETS	13,677	-	-	-
410-2116-389.40-00	OTHER GRANTS & DONATIONS	1,904,399	303,861	303,861	-
410-2117-389.40-00	OTHER GRANTS & DONATIONS	1,860,192	30,971,536	30,971,536	-
410-2127-364.30-00	DISPOSITION OF FIXED ASSETS	7,391	-	-	-
	TOTAL MISCELLANEOUS REVENUES	3,790,385	31,288,249	31,288,249	-
410-2116-399.99-99	USE OF FUND BALANCE	-	-	13,632,951	-
	TOTAL OTHER SOURCES	-	-	13,632,951	-
TOTAL UTILITIES OPERATING FUND		20,657,041	47,324,927	60,957,878	44,470,253

UTILITIES OPERATING FUND EXPENDITURES BY USE



Personnel	\$ 5,144,512
Operating	11,527,006
Non-Operating	665,062
Capital	<u>27,133,673</u>
Total	\$44,470,253

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES OPERATING FUND
ADMINISTRATIVE DIVISION EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
410-2113-536.12-00	SALARIES	210,793	275,534	275,534	291,311
410-2113-536.21-00	FICA TAXES	15,373	21,078	21,078	22,285
410-2113-536.22-00	RETIREMENT CONTRIBUTION	39,169	58,964	58,964	62,341
410-2113-536.23-00	EMPLOYEE GROUP INSURANCE	568	535	535	1,000
410-2113-536.24-00	WORKERS COMP INSURANCE	237	241	241	284
410-2113-536.27-00	PENSION EXPENSE	-	1,100	1,100	-
	TOTAL PERSONAL SERVICES	266,140	357,453	357,453	377,221
410-2113-536.31-01	PROFESSIONAL SERVICE MISC	15,282	21,250	21,250	18,128
410-2113-536.31-02	LEGAL	-	500	500	500
410-2113-536.31-03	INVESTMENT COUNSEL	-	-	-	-
410-2113-536.31-04	ENGINEERING	-	500	500	500
410-2113-536.32-00	ACCOUNTING AND AUDIT	15,291	16,000	16,000	16,000
410-2113-536.34-01	MISC CONTRACTUAL SERVICES	1,400	250	250	250
410-2113-536.40-00	TRAVEL	-	600	600	-
410-2113-536.41-02	TELEPHONE	2,545	3,100	3,100	4,680
410-2113-536.41-04	INTERNET	598	1,120	1,120	628
410-2113-536.41-05	POSTAGE	23	100	100	100
410-2113-536.43-00	UTILITY SERVICES	369	350	350	388
410-2113-536.44-00	RENTALS AND LEASE	621	3,600	3,600	3,600
410-2113-536.45-00	GENERAL INSURANCE	47,331	128,273	128,273	53,011
410-2113-536.46-03	REPAIRS/MAINT-VEHICLES	181	1,530	1,530	1,500
410-2113-536.46-05	REPAIRS/MAINT-SOFTWARE	103	500	500	36,658
410-2113-536.46-06	REPAIRS/MAINT-HARDWARE	43,793	48,193	48,193	33,793
410-2113-536.46-10	REPAIRS/MAINT-BUILDING	4,912	4,912	4,912	4,912
410-2113-536.47-01	MISC PRINTING AND BINDING	310	830	830	350
410-2113-536.48-01	PROMOTIONAL-ADVERTISEMENTS	93	800	800	500
410-2113-536.49-02	MANAGEMENT FEES	1,426,174	1,889,860	1,889,860	2,132,859
410-2113-536.49-10	BAD DEBT	32,504	-	-	-
410-2113-536.51-00	OFFICE SUPPLIES	595	1,650	1,650	600
410-2113-536.52-01	OPERATING SUPPLIES MISC	275	500	500	250
410-2113-536.52-03	GASOLINE & OIL	31	850	850	100
410-2113-536.52-04	UNIFORMS & ACCESSORIES	-	600	600	200
410-2113-536.54-01	DUES & SUBSCRIPTIONS	2,192	2,150	2,150	2,150
410-2113-536.54-02	SEMINARS & COURSES	-	500	500	-
	TOTAL OPERATING EXPENDITURES	1,594,623	2,128,518	2,128,518	2,311,657
410-2113-536.91-01	CONTINGENT EXPENSE	-	100,000	100,000	100,000
410-2113-581.91-00	INTRAFUND TRANSFERS	-	-	275,000	565,062
410-2113-590.90-00	CARRYFORWARD FUND BALANCE	-	-	-	-
	TOTAL OTHER USES	-	100,000	375,000	665,062
	TOTAL ADMINISTRATIVE DIVISION	1,860,763	2,585,971	2,860,971	3,353,940



WINTER GARDEN

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PUBLIC SERVICES DEPARTMENT

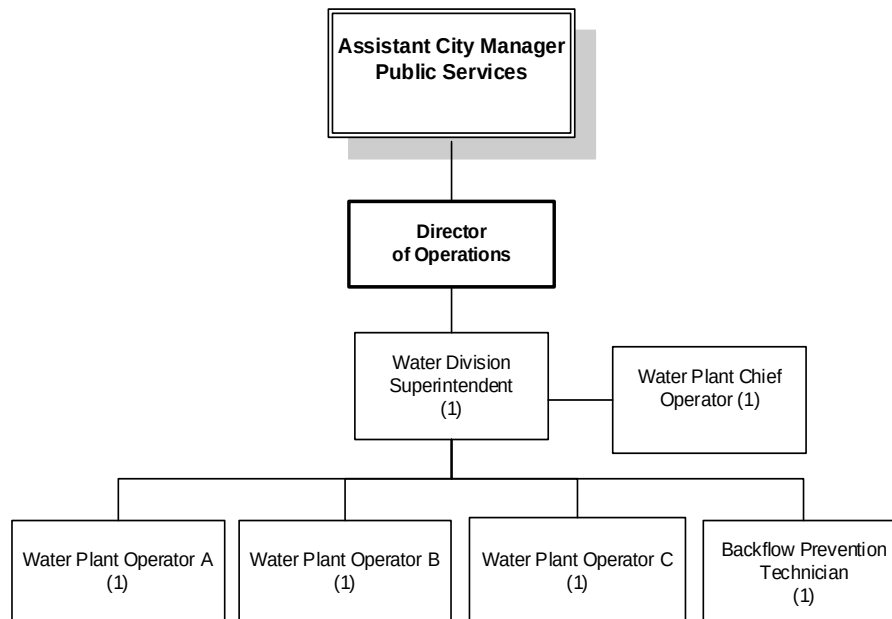
WATER TREATMENT & PUMPING DIVISION

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: Provide quality and safe drinking water that is desirable for use.	CORE FUNCTIONS: • Provide safe drinking water • Maintain water system pressures and flows
CHALLENGES: • Additional unexpected mandates from NPDES, Federal Emergency • St. John River Water Management District (SJRWMD) requirements for Alternative Water Supply Projects, using the expansion of the City's Reclaimed Water System as our Alternative Water Supply Project • Plant energy consumption due to an increase in citizens working from/staying at home and other market forces • Rising energy cost burdening plant overhead	BUSINESS ASSUMPTIONS: • Continue to meet compliance with the City's Consumptive Use Permit (CUP) as mandated by the SJRWMD • Continue reduction in water use through water conservation • Adequate staffing levels will be in place to match operational demands including preventive maintenance activities

Organizational Structure

FTE: 6



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Maintain Quality Services and Infrastructure

Department Goals

*Raise consumer confidence in the City's drinking water
Prolong Water Treatment Plant asset and equipment life and minimize failures*

Objectives

- Continue to sustain and improve the drinking water public education program in an effort to elevate the 'drinking water quality satisfaction index'.
 - More adequate planning and timely execution around Water Plant preventive equipment maintenance.
-

Strategic Priority #2

Preserve the Natural Environment

Department Goals

*Protect groundwater resources through water conservation strategies
Ensure Water Treatment Plant energy efficiency to minimize carbon footprint*

Objectives

- Ensure compliance with St. John's Water allocation through proactive conservation awareness efforts that will prevent exceeding allowable groundwater withdrawal restrictions.
 - Improve/evaluate water plant operations, processes, and equipment for energy efficiency, includes replacing old equipment with new and more efficient equipment.
-

Strategic Priority #3

Provide Sound Fiscal Management

Department Goal

Control Water Treatment Plant Operating & Maintenance Cost within parameters

Objective

- Monitor as well as control operating and maintenance costs at the Water Treatment Plant to identify areas for improvement.
-

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATOR			
Drinking Water Quality Satisfaction Index **	72%	65%	72% ↑
FINANCIAL INDICATORS			
Preventative Maintenance to Production (Cost per Hour)	\$11.41	\$13.84	≤ \$17.00 ↓
Treatment Operating and Maintenance Cost per Service Connection	\$91.77	\$98.00	\$98.19 ↓
OPERATIONAL INDICATORS			
Million Gallons/Day in Groundwater Withdrawals	5.83	5.83	≤ 5.9 ↓
Irrigation Gallons Billed (Used) per Service Connection	196.7	183.00	193.6 ↓
Rainfall Volume (in inches)	110.9	86.7	≥ 58.0 ↑
Water Plant Energy Consumption per Year per Service Connection (In one thousand British Thermal Units - KBTUs)	988,811	988,811	978,000 ↓

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** National Community Survey (NCS) values shown are assessed biennially (every other year) and represent the most recent community assessment and rating conducted in FY24/25.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES OPERATING FUND
WATER DIVISION EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
410-2116-533.12-00	SALARIES REGULAR	243,247	377,643	377,643	424,195
410-2116-533.14-00	OVERTIME	106,531	92,635	92,635	91,421
410-2116-533.21-00	FICA TAXES	24,724	35,976	35,976	39,445
410-2116-533.22-00	RETIREMENT CONTRIBUTION	63,692	100,639	100,639	110,342
410-2116-533.23-00	EMPLOYEE GROUP INSURANCE	63,627	97,784	97,784	97,550
410-2116-533.24-00	WORKERS COMP INSURANCE	7,937	9,991	9,991	9,524
410-2116-533.26-00	OTHER POST EMPLOYMENT BENEFITS	(8,202)	-	-	-
410-2116-533.27-00	PENSION EXPENSE	8,642	21,199	21,199	10,000
	TOTAL PERSONAL SERVICES	510,198	735,868	735,868	782,477
410-2116-533.31-01	MISC PROFESSIONAL SVCS	34,808	19,500	19,500	41,250
410-2116-533.31-04	ENGINEERING	19,827	19,000	19,000	50,000
410-2116-533.34-01	CONTRACTUAL SVCS MISC.	54,947	96,886	96,886	93,445
410-2116-533.34-02	LAWN MAINTENANCE SERVICES	45,937	36,344	36,344	47,937
410-2116-533.40-00	TRAVEL EXPENSE	1,492	1,440	1,440	1,500
410-2116-533.41-01	MISCELLANEOUS	1,899	-	-	-
410-2116-533.41-02	TELEPHONE	7,301	7,276	7,276	7,350
410-2116-533.41-03	RADIO	92	100	100	100
410-2116-533.41-04	INTERNET SERVICES	2,989	500	500	3,150
410-2116-533.41-05	POSTAGE	-	1,825	1,825	2,989
410-2116-533.43-00	UTILITY SERVICES	570,776	600,000	600,000	600,000
410-2116-533.44-00	RENTALS AND LEASES	58	2,500	2,500	2,500
410-2116-533.45-00	GENERAL INSURANCE	100,366	90,914	90,914	112,410
410-2116-533.46-01	REPAIRS & MAINTENANCE MISC.	55,402	55,750	55,750	55,750
410-2116-533.46-02	REPAIRS/MAINT-EQUIPMENT	92,473	73,595	73,595	85,750
410-2116-533.46-03	REPAIRS/MAINT-VEHICLES	3,274	3,648	3,648	4,468
410-2116-533.46-05	REPAIRS/MAINT-COMPUTER SOFTWARE	77	1,000	1,000	1,000
410-2116-533.46-06	REPAIRS/MAINT-COMPUTER HARDWARE	13,123	14,323	14,323	13,123
410-2116-533.46-10	BUILDING	54,118	44,208	44,208	54,250
410-2116-533.47-01	PRINTING AND BINDING MISC.	2,762	3,330	3,330	3,330
410-2116-533.48-01	ADVERTISEMENT-LEGAL, OTHER	-	250	250	250
410-2116-533.49-05	LICENSES & TAXES	-	7,050	7,050	7,050
410-2116-533.51-00	OFFICE SUPPLIES	1,898	1,750	1,750	1,750
410-2116-533.52-01	OPERATING SUPPLIES MISC.	1,812	3,500	3,500	3,100
410-2116-533.52-02	CHEMICALS	164,638	159,885	159,885	168,635
410-2116-533.52-03	GASOLINE & OIL	15,078	17,159	17,159	17,159
410-2116-533.52-04	UNIFORMS & ACCESSORIES	1,724	2,100	2,100	2,000
410-2116-533.54-01	DUES AND SUBSCRIPTIONS	844	1,000	1,000	1,000
410-2116-533.54-02	SEMINARS AND COURSES	435	750	750	750
	TOTAL OPERATING EXPENDITURES	1,248,150	1,265,583	1,265,583	1,381,996
410-2116-533.62-00	BUILDINGS	20,356	-	18,500	43,500
410-2116-533.63-00	IMPROVEMENTS O/T BUILDING	26,605	98,986	1,740,344	750,000
410-2116-533.64-00	MACHINERY & EQUIPMENT	71,657	-	893,651	-
	TOTAL CAPITAL OUTLAY	98,262	98,986	2,652,495	793,500
410-2116-591.93-00	SERVICE DEPOSIT INTEREST	51,449	51,774	51,774	-
	TOTAL OTHER USES	51,449	51,774	51,774	-
	TOTAL WATER DIVISION	1,908,059	2,152,212	4,705,721	2,957,973



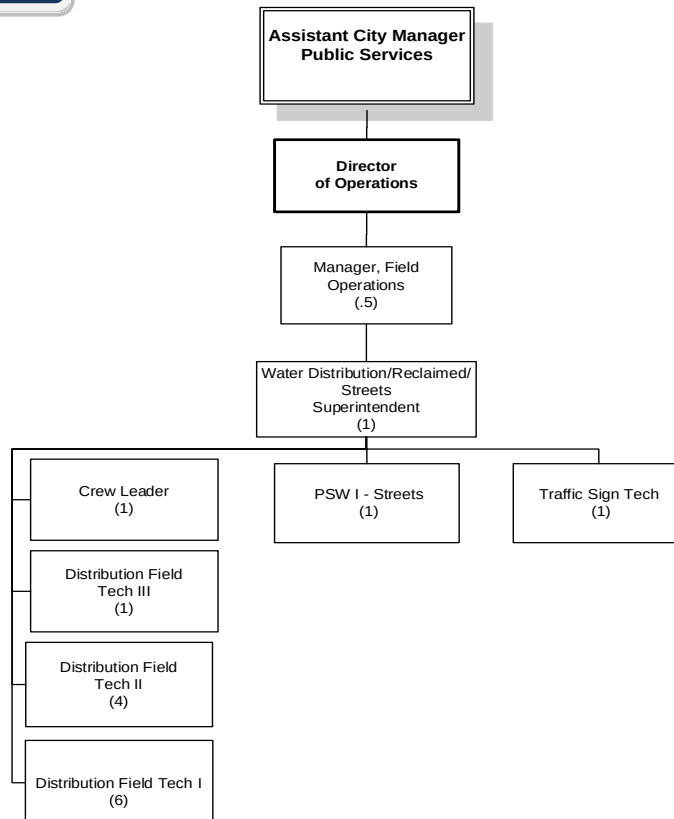
PUBLIC SERVICES DEPARTMENT WATER & RECLAIMED WATER DISTRIBUTION/STREETS DIVISION

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: Water Distribution: Consistently deliver quality potable and reclaimed water to all residents and business owners 24 hours a day and 7 days a week. Streets: Preserve and improve the City's roadways and sidewalks to provide safe, durable and efficient commute.	CORE FUNCTIONS: • Provide reliable water services • Provide and maintain roadways and sidewalks • Maintain traffic signs, traffic lights and street lights
CHALLENGES: • Additional unexpected mandates from NPDES, Federal Emergency • Adverse and abnormal weather patterns and conditions • Not having sufficient staff to adequately handle the demand of water meter repairs, replacement work and street maintenance • Rising cost of materials and supplies including supply chain constraints. This has affected meter delivery causing a shortage over several years	BUSINESS ASSUMPTIONS: • Continue Phase II installation/replacement of the new FlexNet water meters, which allows water meter consumption to be read remotely; complete as meters are available • Adequate staffing levels will be in place to match operational demands including preventive maintenance activities

Organizational Structure

FTE: 15.5



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Improve and Maintain Mobility

Department Goal

Improve pedestrian infrastructure, bicycle and automobile transportation

Objectives

- Execute and continuously evaluate City street maintenance program, including bicycle lanes, to increase the 'street repair/maintenance satisfaction index'.
- Execute and continuously evaluate City sidewalk maintenance plan, including bicycle trails, to improve the 'sidewalk maintenance satisfaction index'.
- Proactively ensure timely and accurate traffic communication to the public prior to or during scheduled or unscheduled road maintenance work to increase the 'ease of car travel in Winter Garden satisfaction index'.

Strategic Priority #2

Maintain Quality Services and Infrastructure

Department Goal

Maintain optimal water pressure levels and minimize water service interruptions for residents

Objectives

- Timely execute water main capital improvements and partner with Fire and Rescue Department personnel on established testing guidelines to reduce water main breaks that occur annually.
- Ensure quality delivery of water services to City neighborhoods by minimizing the number of service interruptions, boiled water notices, and reduced system pressure.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 24/25 Target
CUSTOMER SERVICE INDICATORS			
Street Repair/Maintenance Satisfaction Index **	55%	66%	71%↑
Sidewalk Maintenance Satisfaction Index **	67%	65%	70%↑
Ease of Car Travel in Winter Garden Satisfaction Index **	68%	67%	72%↑
OPERATIONAL INDICATORS			
Street Repair Ratio (based on linear feet) *	3.36%	1.3%	5%↑
Sidewalk Repair Ratio (based on linear feet) *	1.06%	1.00%	1.10%↑
Number of Water Main Breaks *	4	8	2↓

Number of Service Line Breaks *	101	99	110↓
# of Boiled Water Notices Issued *	3	5	0↓
# of Water Pressure Interruptions that Resulted in < 50 PSI *	0	4	0↓

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** National Community Survey (NCS) values shown are assessed biennially (every other year) and represent the most recent community assessment and rating conducted in FY24/25.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES OPERATING FUND
DISTRIBUTION DIVISION EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
410-2126-533.12-00	SALARIES REGULAR	363,031	615,321	615,321	715,775
410-2126-533.14-00	SALARIES OVERTIME 1.5	62,863	96,156	96,156	103,784
410-2126-533.21-00	FICA TAXES	30,246	54,428	54,428	62,696
410-2126-533.22-00	RETIREMENT CONTRIBUTION	68,651	152,256	152,256	175,386
410-2126-533.23-00	EMPLOYEE GROUP INSURANCE	102,816	205,051	205,051	170,985
410-2126-533.24-00	WORKERS COMP INSURANCE	24,180	13,949	13,949	29,016
410-2126-533.26-00	OTHER POST EMPLOYMENT BENEFITS	(8,949)	26,823	26,823	-
410-2126-533.27-00	PENSION EXPENSE	15,598	72,555	72,555	20,000
	TOTAL PERSONAL SERVICES	658,436	1,236,539	1,236,539	1,277,642
410-2126-533.31-04	ENGINEERING	30,000	5,000	5,000	15,000
410-2126-533.31-06	MEDICAL	-	200	200	200
410-2126-533.34-01	CONTRACTUAL SVCS MISC.	1,167,408	1,033,953	1,033,953	1,349,567
410-2126-533.40-00	TRAVEL EXPENSE	973	3,502	3,502	2,500
410-2126-533.41-02	TELEPHONE	3,488	2,319	2,319	4,100
410-2126-533.41-03	RADIO	137	150	150	150
410-2126-533.41-04	INTERNET	5,221	5,896	5,896	5,500
410-2126-533.44-00	RENTALS AND LEASES	3,395	5,500	5,500	3,500
410-2126-533.45-00	GENERAL INSURANCE	32,181	26,848	26,848	36,043
410-2126-533.46-01	REPAIRS & MAINTENANCE MISC.	52	500	500	500
410-2126-533.46-02	REPAIRS/MAINT-EQUIPMENT	20,947	10,726	10,726	21,250
410-2126-533.46-03	REPAIRS/MAINT-VEHICLES	27,971	21,761	21,761	27,970
410-2117-535.46-05	REPAIRS/MAINT-COMPUTER SOFTWARE	817	22,459	22,459	20,647
410-2126-533.46-06	REPAIRS/MAINT-COMPUTER HARDWARE	13,123	14,323	14,323	13,123
410-2126-533.46-07	UTILITY LINE	92,140	85,017	85,017	85,017
410-2126-533.49-05	LICNSES/TAXES/CERTIFICTNS	75	1,602	1,602	500
410-2126-533.51-00	OFFICE SUPPLIES	101	250	250	200
410-2126-533.52-01	OPERATING SUPPLIES MISC.	260,196	515,315	883,191	858,901
410-2126-533.52-03	GASOLINE & OIL	33,560	21,100	21,100	33,775
410-2126-533.52-04	UNIFORMS & ACCESSORIES	6,609	10,950	10,950	10,950
410-2126-533.54-01	DUES & SUBSCRIPTIONS	1,719	2,500	2,500	1,815
410-2126-533.54-02	SEMINARS & COURSES	-	2,356	2,356	2,350
	TOTAL OPERATING EXPENDITURES	1,700,113	1,792,227	2,160,103	2,493,558
410-2126-533.63-00	IMPROVEMENTS O/T BUILDING	1,750,507	600,000	2,072,257	2,782,855
410-2126-533.64-00	MACHINERY & EQUIPMENT	132,170	-	217,121	48,318
	TOTAL CAPITAL OUTLAY	1,882,677	600,000	2,289,378	2,831,173
	TOTAL DISTRIBUTION DIVISION	4,241,226	3,628,765	5,686,019	6,602,372



PUBLIC SERVICES DEPARTMENT

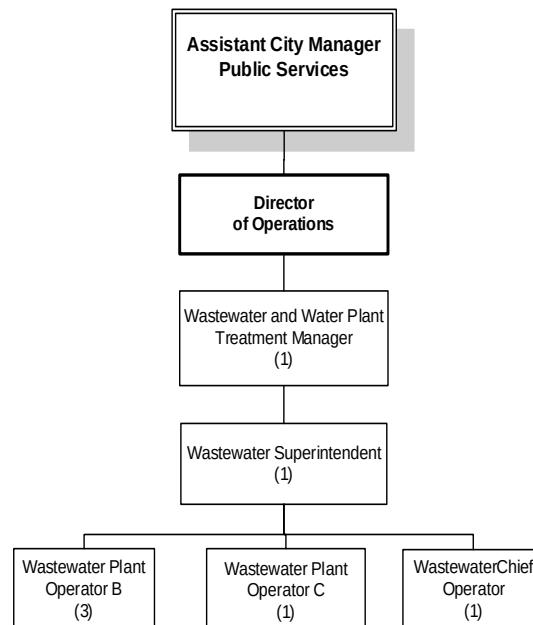
WASTEWATER & RECLAIMED WATER DIVISION

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: To protect the natural environment through sound environmental practices with wastewater and reclaimed water treatment.	CORE FUNCTIONS: • Treatment of sewage to Florida Department of Environmental Protection (FDEP) Permit levels • Production of reclaimed water
CHALLENGES: • Additional unexpected mandates from NPDES, Federal Emergency • Excessive rainfall leading to higher infiltration to the collection system • Unfunded FDEP's requirements for reductions in oils, fats and grease that enter the City's wastewater system • Plant energy consumption due to an increase in residents working from/staying at home and other market forces • Rising energy cost burdening plant overhead • Increased fees due to Conserve II by 50%	BUSINESS ASSUMPTIONS: • City will be able to continue to dispose of the sludge produced by the treatment plant • Public education related to properly disposing of cooking oil and grease will reduce wastewater operations expenses • Adequate staffing levels will be in place to match operational demands including preventive maintenance activities

Organizational Structure

FTE: 7



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Maintain Quality Services and Infrastructure

Department Goals

Reduce Fats, Oils and Grease from the wastewater stream through industrial pretreatment public education

Improve and maintain odor controls at wastewater treatment facility

More environmentally friendly City with a focus on reducing ground water withdrawals

Minimize equipment failure through proactive maintenance

Prolong Waste Water Plant asset and equipment life and minimize failures

Objectives

- Continue focus on grease reduction in the City's waste water system through restaurant owner reinforced education on proper grease trap management and maintenance.
 - Monitor the odor control equipment on the Headworks and Influent Wetwell to ensure the proper operation to reduce odors effects from the wastewater treatment facility and decrease the number of odor complaints.
 - Enhance wastewater and reclaimed water infrastructure, expand system for future growth, and educate consumers on water conservation to reduce the volume of ground water withdrawals.
 - Perform more timely preventative maintenance scheduled on pumps and motors, including more frequent adherence and active replacement of aging parts to minimize failures.
 - Establish more adequate planning, protocols and timely execution around preventive equipment maintenance activities to minimize repairs costs and repair frequency.
-

Strategic Priority #2

Provide Sound Fiscal Management

Department Goal

Control Waste Water Plant Operating & Maintenance Cost within parameters

Objective

- Monitor and control operating and maintenance costs at the Waste Water Treatment Plant to identify areas for improvement.
-

Strategic Priority #3

Preserve the Natural Environment

Department Goal

Ensure Waste Water Plant energy efficiency to minimize carbon footprint

Objective

- Improve/evaluate operations, processes, and equipment for energy efficiency, includes replacing old equipment with new and more efficient equipment.
-

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 24/25 Target
CUSTOMER INDICATOR			
Water Conservation Household Participation Index **	85%	81%	85%↑
FINANCIAL INDICATORS			
Preventive Maintenance to Production (Dollars per Hour)	\$51.76	\$51.00	≤ \$40.00↓
Preventive Maintenance to Production (Dollars per Millions of Gallons)	\$0.03	\$0.04	≤ \$.04↓
Treatment Operating and Maintenance Cost per Service Connection	\$217.20	\$217.20	≤ \$200.00↓
OPERATIONAL INDICATORS			
Number of Odor Complaints (Wastewater Treatment Plant)	0	0	0↓
Number of Repeated Odor Complaints (Wastewater Treatment Plant)	0	0	0↓
% Pump and Motor Failures	1.28%	3%	≤ 5%↓
Pump and Motor Maintenance Rate	100%	100%	≥ 85%↑
Restaurant Site Inspection Compliance Rate ***	100%	100%	100%↑
Waste Water Plant Energy Consumption per Year per Service Connection (In one-thousand British Thermal Units - KBTUs)	86,282	116,000	116,000↓

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** National Community Survey (NCS) values shown are assessed biennially (every other year) and represent the most recent community assessment and rating conducted in FY24/25.

*** Annual grease trap inspections of 134 local restaurants to reduce grease contaminants in the waste water system.

≤ ≥ Indicate minimum or maximum target thresholds to either meet, exceed or not to exceed relative to actual performance results. These types of targets represent optimal standards that are generally viewed as reasonable benchmarks for achieving excellence in the operation. If targets are outperformed consistently, they will be re-evaluated accordingly to the extent it's operationally reasonable

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES OPERATING FUND
WASTEWATER DIVISION EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
410-2117-535.12-00	SALARIES REGULAR	343,770	434,687	434,687	445,580
410-2117-535.14-00	SALARIES OVERTIME 1.5	103,896	109,190	109,190	127,505
410-2117-535.21-00	FICA TAXES	32,126	41,607	41,607	43,841
410-2117-535.22-00	RETIREMENT CONTRIBUTION	82,739	116,390	116,390	122,640
410-2117-535.23-00	EMPLOYEE GROUP INSURANCE	87,867	120,812	120,812	138,966
410-2117-535.24-00	WORKERS COMP INSURANCE	14,110	10,422	10,422	16,932
410-2117-535.26-00	OTHER POST EMPLOYMENT BENEFITS	(8,949)	-	-	-
410-2117-535.27-00	PENSION EXPENSE	16,263	42,394	42,394	16,751
	TOTAL PERSONAL SERVICES	671,822	875,501	875,501	912,215
410-2117-535.31-01	MISC PROFESSIONAL SERVICES	34,808	15,126	15,126	21,250
410-2117-535.31-04	ENGINEERING	74,072	25,000	25,000	50,000
410-2117-535.34-01	CONTRACTUAL SVCS MISC.	629,065	688,800	688,800	642,600
410-2117-535.34-02	LAWN MAINTENANCE	50,370	60,000	60,000	63,000
410-2117-535.34-06	JANITORIAL	11,095	15,000	15,000	12,000
410-2117-535.34-08	PERSONNEL SERVICES	-	5,200	5,200	-
410-2117-535.40-00	TRAVEL EXPENSES	2,237	2,880	2,880	2,500
410-2117-535.41-02	TELEPHONE	5,359	6,349	6,349	5,475
410-2117-535.41-03	RADIO	61	150	150	150
410-2117-535.41-04	INTERNET	8,174	5,400	5,400	5,750
410-2117-535.41-05	POSTAGE	10	200	200	100
410-2117-535.43-00	UTILITY SERVICES	671,488	706,146	706,146	705,065
410-2117-535.44-00	RENTALS & LEASES	56	75,000	75,000	52,701
410-2117-535.45-00	GENERAL INSURANCE	237,056	201,076	201,076	265,503
410-2117-535.46-01	REPAIRS & MAINTENANCE MISC.	503	7,000	7,000	7,000
410-2117-535.46-02	REPAIRS/MAINT-EQUIPMENT	418,363	300,000	300,000	240,900
410-2117-535.46-03	REPAIRS/MAINT-VEHICLES	1,839	4,493	4,493	4,500
410-2117-535.46-05	REPAIRS/MAINT-COMPUTER SOFTWARE	-	1,000	1,000	1,000
410-2117-535.46-06	REPAIRS/MAINT-COMPUTER HARDWARE	9,583	10,548	10,548	10,000
410-2117-535.46-10	REPAIRS/MAINT-BUILDING	42,280	34,384	34,384	41,500
410-2117-535.48-01	ADVERTISEMENT-LEGAL & OTHER	688	3,500	3,500	2,500
410-2117-535.49-05	LICENSES & TAXES	7,070	8,500	8,500	8,500
410-2117-535.51-00	OFFICE SUPPLIES	85	1,075	1,075	750
410-2117-535.52-01	OPERATING SUPPLIES MISC.	26,483	30,000	30,000	23,000
410-2117-535.52-02	CHEMICALS	813,610	876,500	876,500	1,033,000
410-2117-535.52-03	GASOLINE & OIL	12,544	10,316	10,316	10,316
410-2117-535.52-04	UNIFORMS & ACCESSORIES	8,267	5,384	5,384	8,550
410-2117-535.52-05	LABORATORY SUPPLIES	5,499	10,000	10,000	17,000
410-2117-535.54-01	DUES & SUBSCRIPTIONS	200	550	550	500
410-2117-535.54-02	SEMINARS & COURSES	1,582	4,000	4,000	2,500
410-2117-535.54-03	EDUCATION REIMBURSEMENT	-	5,000	5,000	4,000
	TOTAL OPERATING EXPENDITURES	3,072,447	3,118,577	3,118,577	3,241,610
410-2117-535.63-00	IMPROV OTHER THAN BUILDING	3,360,847	26,470,000	31,362,852	16,750,000
410-2117-535.64-00	MACHINERY & EQUIPMENT	31,013	-	250,000	-
	TOTAL CAPITAL OUTLAY	3,391,860	26,470,000	31,612,852	16,750,000
	TOTAL WASTEWATER	7,136,129	30,464,078	35,606,930	20,903,825



PUBLIC SERVICES DEPARTMENT

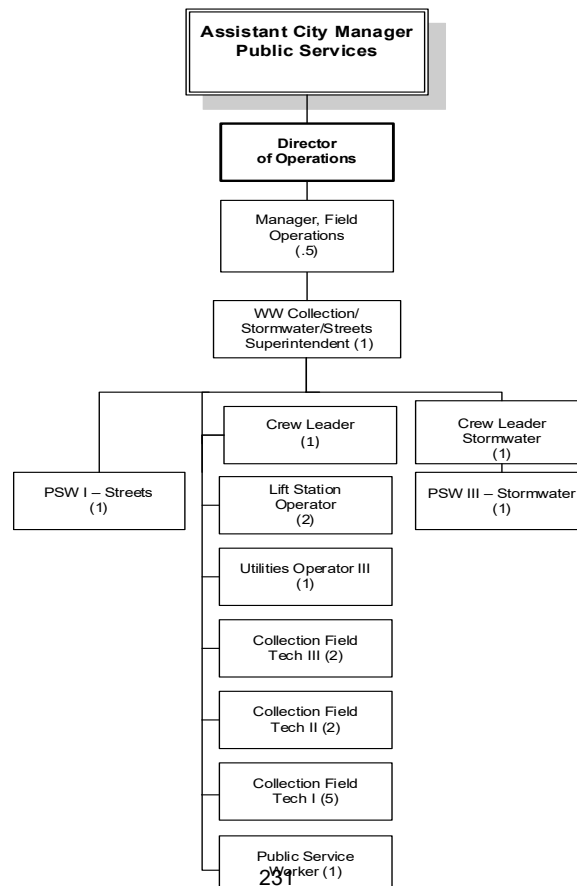
WASTEWATER/STORMWATER/STREETS DIVISION

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: Wastewater/Stormwater Collection: Provide citizens with efficient and responsive collection services for wastewater/stormwater. Streets: To keep the City and its gateway corridors attractive, clean and safe for all modes of travel.	CORE FUNCTIONS: • Maintain wastewater and stormwater collection systems • Monitoring lift stations • Mowing and maintenance of street right-of-ways, sidewalks and storm water ponds • Assist with Farmer's Market, Special Events, and any other specified assignments from City Administration
CHALLENGES: • Additional unexpected mandates from NPDES, Federal Emergency • Higher vacancies restraining the required level of preventive maintenance activities and other service demands • Adverse weather conditions and tropical storms • State and Federal Environmental Mandates • Lack of cooperation from Federal, State and Regional agencies • Loss of two workdays a month to assist Utility Billing with monthly turn-on's/turn-off's (12 employees/day) • Rising cost of materials and supplies including supply chain constraints	BUSINESS ASSUMPTIONS: • Use of Computerized Maintenance Management Work Order System will continue to improve process workflow, operational efficiency and more informed data-based decision making • Achieve more adequate staffing levels, through creative hiring practices, to match operational demands including preventive maintenance activities

Organizational Structure

FTE: 18.5



FY 2025-2026 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Preserve the Natural Environment

Department Goal

Reduce pollution in Lake Apopka through cleaner streets and storm water systems

Objective

- Improve and maintain a high level of service with the street cleaning and storm water system maintenance program to increase the volume of pollutants removed from the storm water drains.

Strategic Priority #2

Maintain Quality Services and Infrastructure

Department Goals

*Prolong the service life of the City's infrastructure through timely maintenance
Reduce flooding incidents thereby reducing citizen storm water complaints*

Objectives

- Ensure timely and proactive sewer preventative maintenance to increase the 'sewer satisfaction index.'
- Identify and correct problem areas in the storm water system, utilizing both citizen and employee feedback, to minimize flooding incidents.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
Street Cleaning Satisfaction Index **	76%	75%	80%↑
Sewer Service Satisfaction Index **	87%	85%	87%↑
Storm Water Drainage Satisfaction Index **	85%	77%	85%↑
OPERATIONAL INDICATORS			
Volume of Pollutants Removed from Storm Water Drains (in tons) *	421	430	900↑
# of Street Sweeping Miles Cleaned *	9,172	9,200	9,300↑

% of Total Sewer Pipes Cleaned *	30.6%	35%	40%↑
% of Total Sewer Pipes TV Inspected *	5.2%	7%	10%↑
Linear Feet of Sewer Pipes Cleaned *	282,810	390,000	390,000↑
% of Total Storm Water Lines Inspected *	1.6%	1.9%	1%↑
Total Number of Flooding Incidents *	1	1	0↓
% of Sewer Calls Responded to Within 45 Minutes *	100%	100%	100%↑
% of Storm Water Calls Responded to Within 24 Hours *	100%	100%	100%↑

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** National Community Survey (NCS) values shown are assessed biennially (every other year) and represent the most recent community assessment and rating conducted in FY24/25.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES OPERATING FUND
COLLECTION DIVISION EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
410-2127-535.12-00	SALARIES REGULAR	287,125	734,122	734,122	807,664
410-2127-535.14-00	SALARIES OVERTIME 1.5	100,987	117,067	117,067	194,555
410-2127-535.21-00	FICA TAXES	31,651	65,116	65,116	76,670
410-2127-535.22-00	RETIREMENT CONTRIBUTION	79,297	182,154	182,154	214,475
410-2127-535.23-00	EMPLOYEE GROUP INSURANCE	101,480	280,834	280,834	237,016
410-2127-535.24-00	WORKERS COMP INSURANCE	15,688	32,066	32,066	18,826
410-2127-535.26-00	OTHER POST EMPLOYMENT BENEFITS	(2,320)	8,296	8,296	-
410-2127-535.27-00	PENSION EXPENSE	20,385	69,028	69,028	20,997
	TOTAL PERSONAL SERVICES	634,293	1,488,684	1,488,684	1,570,201
410-2127-535.31-04	ENGINEERING SERVICES	17,972	3,000	3,000	17,792
410-2127-535.31-06	MEDICAL	215	200	200	200
410-2127-535.34-01	CONTRACTUAL SVCS MISC.	684,277	542,243	542,243	665,560
410-2127-535.34-08	PERSONNEL	21,134	17,500	17,500	23,750
410-2127-535.40-00	TRAVEL EXPENSES	1,498	1,500	1,500	2,500
410-2127-535.41-02	TELEPHONE	9,649	12,500	12,500	9,800
410-2127-535.41-03	RADIO	122	300	300	200
410-2127-535.41-04	INTERNET SERVICES	4,864	4,530	4,530	5,100
410-2127-535.43-00	UTILITY SERVICES	116,770	108,522	108,522	119,374
410-2127-535.44-00	RENTALS AND LEASES	-	5,000	5,000	5,000
410-2127-535.45-00	GENERAL INSURANCE	80,992	72,365	72,365	90,711
410-2127-535.46-01	REPAIRS & MAINTENANCE MISC.	-	500	500	500
410-2127-535.46-02	REPAIRS/MAINT-EQUIPMENT	59,244	67,750	67,750	67,750
410-2127-535.46-03	REPAIRS/MAINT-VEHICLES	41,652	69,578	69,578	113,900
410-2127-535.46-04	REPAIRS/MAINT-LIFT STATIONS	806,849	707,037	707,037	662,170
410-2117-535.46-05	REPAIRS/MAINT-COMPUTER SOFTWARE	37,629	57,031	57,031	37,600
410-2127-535.46-06	REPAIRS/MAINT-COMPUTER HARDWARE	9,548	9,685	9,685	9,548
410-2127-535.46-07	UTILITY LINE	3,734	313,901	313,901	81,250
410-2127-535.46-10	BUILDING	9,984	9,824	9,824	9,824
410-2127-535.47-01	PRINTING & BINDING	-	200	200	200
410-2127-535.48-01	ADVERTISEMENT-LEGAL, OTHER	-	250	250	250
410-2127-535.49-05	LICENSES & TAXES	-	500	500	520
410-2127-535.51-00	OFFICE SUPPLIES	78	200	200	200
410-2127-535.52-01	OPERATING SUPPLIES MISC.	43,903	34,400	34,400	43,903
410-2127-535.52-02	CHEMICALS	3,252	6,500	6,500	5,000
410-2127-535.52-03	GASOLINE & OIL	45,637	56,500	56,500	50,636
410-2127-535.52-04	UNIFORMS & ACCESSORIES	8,797	11,450	11,450	10,500
410-2127-535.54-01	DUES AND SUBSCRIPTIONS	210	1,000	1,000	250
410-2127-535.54-02	SEMINARS & COURSES	2,093	4,500	4,500	2,500
410-2127-535.54-03	EDUCATION REIMBURSEMENT	9,688	-	-	10,000
	TOTAL OPERATING EXPENDITURES	2,019,791	2,118,566	2,118,566	2,046,488
410-2127-535.63-00	IMPROVEMENTS OTHER THAN BLDGS	529,096	4,600,000	8,187,574	6,640,000
410-2127-535.64-00	MACHINERY & EQUIPMENT	213,296	-	16,762	119,000
	TOTAL CAPITAL OUTLAY	742,392	4,600,000	8,204,336	6,759,000
	TOTAL COLLECTION DIVISION	3,396,476	8,207,250	11,811,586	10,375,689

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES OPERATING FUND
ENVIRONMENTAL SERVICES DIVISION EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
410-2132-537.12-00	SALARIES REGULAR	135,612	134,519	134,519	146,664
410-2132-537.14-00	SALARIES OVERTIME 1.5	1,503	411	411	2,103
410-2132-537.21-00	FICA TAXES	9,889	10,322	10,322	11,381
410-2132-537.22-00	RETIREMENT CONTRIBUTION	24,565	28,875	28,875	31,241
410-2132-537.23-00	EMPLOYEE GROUP INSURANCE	21,550	23,356	23,356	23,765
410-2132-537.24-00	WORKERS COMP INSURANCE	4,198	4,252	4,252	5,038
410-2132-537.26-00	OTHER POST EMPLOYMENT BENEFITS	(2,237)	5,304	5,304	-
410-2132-537.27-00	PENSION EXPENSE	4,432	14,880	14,880	4,565
	TOTAL PERSONAL SERVICES	199,512	221,920	221,920	224,757
410-2132-537.40-00	TRAVEL EXPENSES	-	900	900	-
410-2132-537.41-02	COMMUNICATIONS/FREIGHT-PHONE	1,685	1,800	1,800	1,700
410-2132-537.41-03	RADIO	15	-	-	-
410-2132-537.41-05	POSTAGE	5,560	4,950	4,950	5,750
410-2132-537.44-00	RENTALS & LEASES	91	2,000	2,000	2,438
410-2132-537.45-00	GENERAL INSURANCE	147	131	131	165
410-2132-537.46-02	REPAIRS/MAINT-EQUIPMENT	-	500	500	-
410-2132-537.46-03	VEHICLES	-	890	890	-
410-2132-537.46-05	COMPUTER SOFTWARE	1,080	1,750	1,750	1,100
410-2132-537.46-06	COMPUTER HARDWARE	13,124	14,324	14,324	14,324
410-2132-537.47-01	PRINTING & BINDING	5,877	5,030	5,030	6,000
410-2132-537.48-01	PROMOTIONAL-ADVERTISEMENTS	-	2,600	2,600	2,500
410-2132-537.48-02	PROMOTIONAL-PROMOTIONAL ITEMS	21,973	24,317	24,317	15,000
410-2132-537.49-05	LICENSES & TAXES	115	100	100	115
410-2132-537.51-00	OFFICE SUPPLIES	72	300	300	100
410-2132-537.52-01	OPERATING SUPPLIES-MISCELLANEOUS	73	1,500	1,500	200
410-2132-537.52-03	GASOLINE & OIL	-	1,000	1,000	-
410-2132-537.52-04	UNIFORMS & ACCESSORIES	1,050	1,000	1,000	1,250
410-2132-537.54-01	DUES AND SUBSCRIPTIONS	784	800	800	800
410-2132-537.54-02	SEMINARS & COURSES	255	840	840	255
	TOTAL OPERATING EXPENDITURES	51,901	64,732	64,732	51,697
TOTAL ENVIRONMENTAL SERVICES DIVISION		251,413	286,651	286,651	276,454

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES OPERATING FUND EXPENDITURES
DEPRECIATION**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
410-2190-536.59-01	DEPRECIATION BUILDING	152,037	-	-	-
410-2190-536.59-02	DEPRECIATION IMPROVEMENTS	6,132,402	-	-	-
410-2190-536.59-03	DEPRECIATION EQUIPMENT	528,038			
410-2190-536.59-04	DEPRECIATION AMORTIZATION LEASES	48,006			
410-2190-536.59-05	DEPRECIATION SBITA	38,164	-	-	-
	TOTAL OPERATING EXPENDITURES	6,898,647	-	-	-
TOTAL DEPRECIATION		6,898,647	-	-	-
TOTAL UTILITIES OPERATING FUND		25,692,713	47,324,927	60,957,878	44,470,253

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES IMPACT FEES FUND REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
411-2116-324.21-00	RESIDENTIAL-PHYSICAL ENVR	65,160	14,118	14,118	43,915
411-2116-324.22-00	COMMERCIAL-PHYSICAL ENVIR	90,681	150,540	150,540	53,718
411-2117-324.21-00	RESIDENTIAL-PHYSICAL ENVR	52,127	28,555	28,555	29,324
411-2117-324.22-00	COMMERCIAL-PHYSICAL ENVIR	116,629	22,414	22,414	68,160
	TOTAL PERMITS, FEES AND SPECIAL ASSESSEMENTS	324,597	215,627	215,627	195,117
411-2116-361.10-00	INTEREST	43,515	35,255	35,255	39,615
411-2116-361.30-00	INCR(DECR) IN FV OF INVST	27,431	-	-	-
411-2116-361.40-00	INTEREST / GAIN / LOSS	(5,562)	-	-	-
	TOTAL INVESTMENTS	65,384	35,255	35,255	39,615
411-2116-363.23-01	IMPACT FEES WATER SRVC	92,749	34,157	34,157	96,176
411-2116-363.23-02	IMPACT FEES SEWER SRVC	86,229	17,414	17,414	103,879
	TOTAL MISCELLANEOUS REVENUES	178,978	51,571	51,571	200,055
411-2116-399.99-99	USE OF FUND BALANCE-WATER	-	-	519,297	-
	TOTAL NON-OPERATING REVENUES	-	-	519,297	-
TOTAL UTILITIES IMPACT FEES FUND		568,959	302,453	821,750	434,787

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES IMPACT FEE FUND EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
<u>WATER DIVISION</u>					
411-2116-517.72-00	INTEREST	2,653	2,665	2,665	-
	TOTAL DEBT SERVICE	2,653	2,665	2,665	-
411-2116-599.99-99	CARRYFORWARD FUND BALANCE	397,550	248,819	248,819	233,424
	TOTAL DEBT SERVICE	397,550	248,819	248,819	233,424
	TOTAL WATER DIVISION	400,203	251,484	251,484	233,424
<u>WASTEWATER DIVISION</u>					
411-2117-517.72-00	INTEREST	7,010	17,054	17,054	-
411-2117-599.99-99	CARRYFORWARD FUND BALANCE	161,746	33,915	33,915	201,363
	TOTAL DEBT SERVICE	168,756	50,969	50,969	201,363
	TOTAL WASTEWATER DIVISION	168,756	50,969	50,969	201,363
<u>DISTRIBUTION DIVISION</u>					
411-2126-533.63-00	IMPROV OTHER THAN BUILDING	-	-	519,297	-
	TOTAL CAPITAL OUTLAY	-	-	519,297	-
	TOTAL DISTRIBUTION DIVISION	-	-	519,297	-
	TOTAL UTILITIES IMPACT FEES FUND	568,959	302,453	821,750	434,787

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES RENEWAL AND REPLACEMENT FUND REVENUES**

	<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
412-2116-381.41-00 INTERFUND TRANSFER	-	-	275,000	565,062
TOTAL NON-OPERATING REVENUES	-	-	275,000	565,062
TOTAL UTILITIES RENEWAL AND REPLACEMENT FUND	-	-	275,000	565,062

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES RENEWAL AND REPLACEMENT FUND EXPENDITURES**

	<u>2024 ACTUAL</u>	<u>2025 ORIGINAL BUDGET</u>	<u>2025 AMENDED BUDGET</u>	<u>2026 PROPOSED BUDGET</u>
<u>DISTRIBUTION DIVISION</u>				
412-2126-533.63-00 IMPROV OTHER THAN BUILDING	-	-	50,000	107,562
TOTAL CAPITAL OUTLAY	-	-	50,000	107,562
TOTAL DISTRIBUTION DIVISION	-	-	50,000	107,562
<u>COLLECTION DIVISION</u>				
412-2127-535.63-00 IMPROV OTHER THAN BUILDING	-	-	225,000	457,500
TOTAL CAPITAL OUTLAY	-	-	225,000	457,500
TOTAL COLLECTION DIVISION	-	-	225,000	457,500
TOTAL UTILITIES RENEWAL & REPLACEMENT FUND	-	-	275,000	565,062

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES CONSTRUCTION FUND - REVENUES**

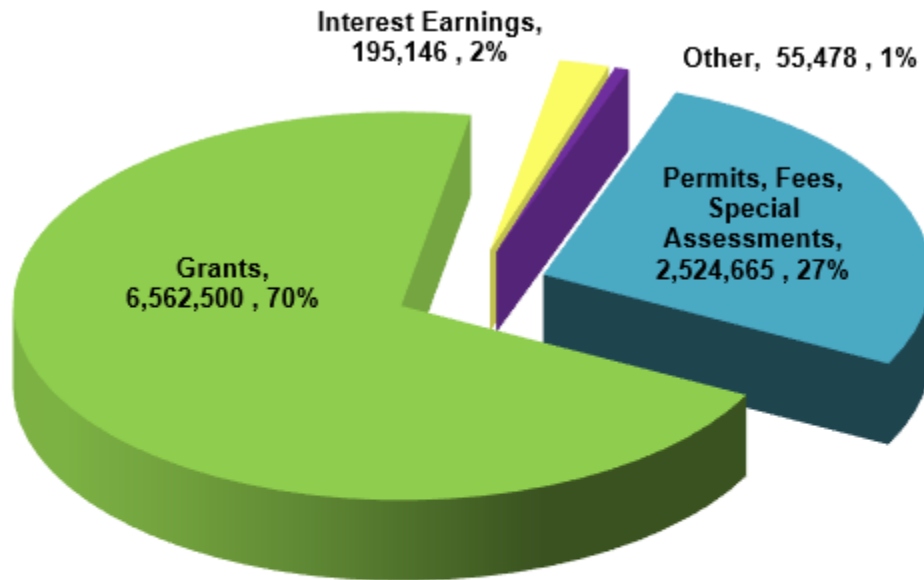
		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
414-2117-361.20-00	INTEREST	-	-	-	-
414-2117-384.10-00	DEBT PROCEEDS	-	-	-	-
414-2117-399.99-99	USE OF FUND BALANCE	-	-	-	30,986,000
	TOTAL CAPITAL PROJECTS FUND	-	-	-	30,986,000
	TOTAL UTILITY CONSTRUCTION FUND	-	-	-	30,986,000

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
UTILITIES CONSTRUCTION FUND**

	<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
	-	-	-	
414-2117-535.63-00 IMPROVEMENT OTHER THAN BLDG	-	-	-	34,986,000
TOTAL CAPITAL	-	-	-	34,986,000
 TOTAL UTILITY CONSTRUCTION FUND	 -	 -	 -	 34,986,000

- STORMWATER –

STORMWATER FUND REVENUES

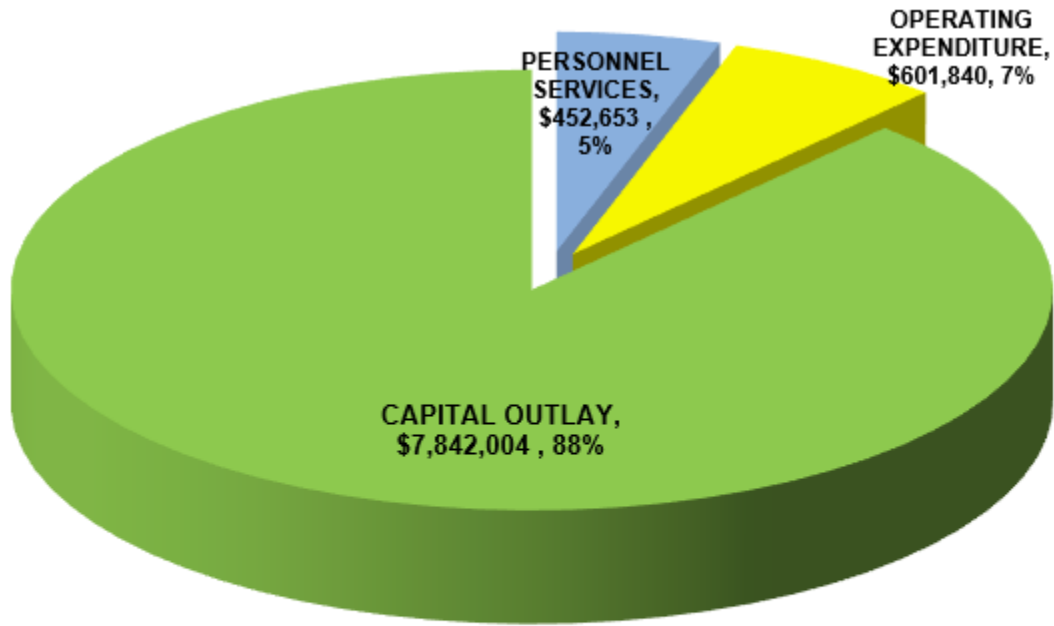


Permits,Fees, Special Assessments	\$ 2,524,665
Grants	6,562,500
Interest Earnings	195,146
Other Revenues	<u>55,478</u>
Total	\$9,337,789

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
STORMWATER OPERATING FUND REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
420-2618-329.00-00	STORMWATER	2,428,532	2,523,970	2,523,970	2,524,665
	TOTAL PERMITS, FEES AND				
	SPECIAL ASSESSEMENTS	2,428,532	2,523,970	2,523,970	2,524,665
420-2618-331.31-00	FEDERAL GRANTS	40,060	-	-	6,562,500
420-2618-361.10-00	INTEREST	213,539	195,146	195,146	195,146
420-2618-361.30-00	INCR(DECR) IN OF INVESTMENT	155,539	-	-	-
420-2618-361.40-00	GAIN/LOSS SALE OF INVESTMENT	(31,561)	-	-	-
	TOTAL INTEREST AND OTHER EARNINGS	377,577	195,146	195,146	6,757,646
420-2618-364.00-00	DISPOSITION / FIXED ASSETS	15,318	-	-	-
	TOTAL MISCELLANEOUS REVENUES	15,318	-	-	-
420-2618-381.00-00	INTERFUND TRANSFER	55,518	55,478	55,478	55,478
420-2618-389.40-00	OTHER GRANTS & DONATIONS	1,255,995	-	-	-
	TOTAL NON-OPERATING REVENUES	1,311,513	55,478	55,478	55,478
420-2618-399.99-99	USE OF FUND BALANCE	-	1,957,517	5,988,301	-
	TOTAL OTHER SOURCES	-	1,957,517	5,988,301	-
TOTAL STORMWATER OPERATING FUND		4,132,940	4,732,111	8,762,895	9,337,789

STORMWATER FUND EXPENDITURES BY USE



Personnel	\$	452,653
Operating		601,840
Capital		<u>7,842,004</u>
Total		\$ 8,896,497

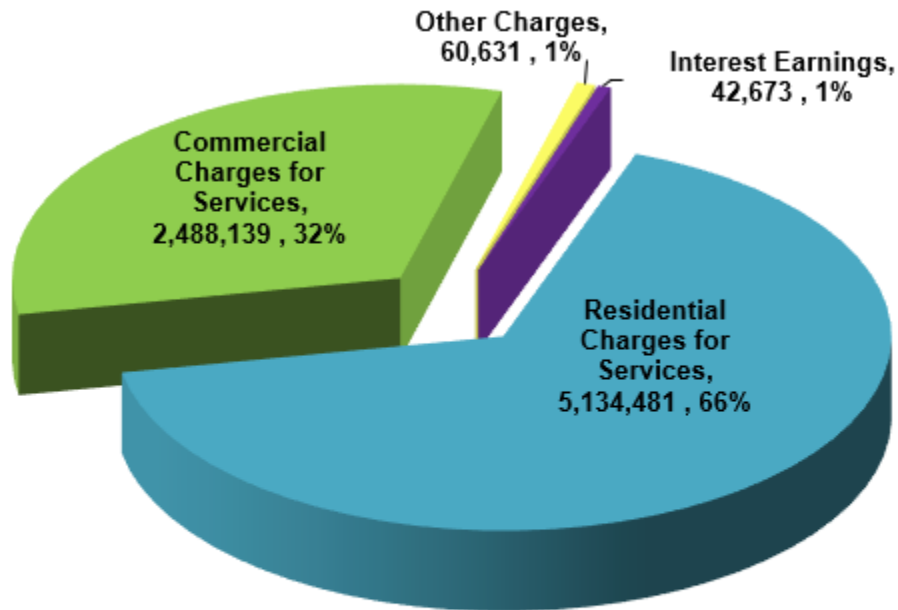
**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
STORMWATER OPERATING FUND EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
STORMWATER OPERATING DIVISION					
420-2618-538.12-00	SALARIES REGULAR	242,203	201,739	201,739	261,579
420-2618-538.14-00	OVERTIME	26,587	32,212	32,212	49,544
420-2618-538.21-00	FICA TAXES	19,581	17,897	17,897	23,801
420-2618-538.22-00	RETIREMENT CONTRIBUTION	50,291	50,066	50,066	66,580
420-2618-538.23-00	EMPLOYEE GROUP INSURANCE	39,626	25,346	25,346	43,589
420-2618-538.24-00	WORKERS COMP INSURANCE	4,512	4,258	4,258	5,414
420-2618-538.26-00	OTHER POST EMPLOYMENT BENEFITS	(1,951)	4,755	4,755	-
420-2618-538.27-00	PENSION EXPENSE	2,083	7,683	7,683	2,145
	TOTAL PERSONAL SERVICES	382,932	343,955	343,955	452,653
420-2618-538.31-01	MISCELLANEOUS PROFESSIONAL SVCS	-	500	500	500
420-2618-538.31-04	ENGINEERING	1,409	10,000	60,000	35,000
420-2618-538.32-00	ACCOUNTING AND AUDIT	1,655	2,500	2,500	2,500
420-2618-538.34-01	CONTRACTUAL SVCS MISC.	197,613	118,460	118,460	201,200
420-2618-538.34-08	PERSONNEL SERVICES	16,478	1,641	1,641	23,565
420-2618-538.34-12	TIPPING FEES	34,498	42,817	42,817	39,655
420-2618-538.40-00	TRAVEL AND PER DIEM	1,179	934	934	1,255
420-2618-538.41-02	TELEPHONE SERVICES	89	300	300	125
420-2618-538.41-03	RADIO	46	100	100	50
420-2618-538.41-04	INTERNET	1,161	-	-	1,355
420-2618-538.43-00	WATER/SEWER UTILITIES	-	200	200	200
420-2618-538.44-00	RENTALS AND LEASES	-	5,210	5,210	5,210
420-2618-538.45-00	GENERAL INSURANCE	7,656	6,564	6,564	8,575
420-2618-538.46-01	REPAIRS & MAINTENANCE MISC.	-	500	500	-
420-2618-538.46-02	REPAIRS/MAINT-EQUIPMENT	29,216	19,092	19,092	24,555
420-2618-538.46-03	REPAIRS/MAINT-VEHICLES	59,255	31,553	31,553	60,150
420-2618-538.46-05	REPAIRS/MAINT-COMPUTER SOFTWARE	-	1,000	1,000	550
420-2618-538.46-07	REPAIRS/MAINT-UTILITY LINES	1,893	2,750	2,750	2,750
420-2618-538.48-02	PROMOTIONAL ITEMS	-	500	500	-
420-2618-538.49-02	MANAGEMENT FEES	120,905	142,823	142,823	151,037
420-2618-538.49-05	LICENSES & TAXES	1,005	3,000	3,000	1,250
420-2618-538.49-10	BAD DEBT EXPENSE	10,771	-	-	-
420-2618-538.51-00	OFFICE SUPPLIES	60	100	100	100
420-2618-538.52-01	OPERATING SUPPLIES MISC.	14,077	16,610	16,610	16,610
420-2618-538.52-02	CHEMICALS	1,525	5,562	5,562	3,562
420-2618-538.52-03	GASOLINE & OIL	15,992	21,896	21,896	18,936
420-2618-538.52-04	UNIFORMS	873	1,300	1,300	1,300
420-2618-538.54-01	MEMBERSHIP DUES	60	741	741	1,100
420-2618-538.54-02	SEMINARS AND COURSES	355	1,356	1,356	750
	TOTAL OPERATING EXPENDITURES	517,771	438,156	488,156	601,840

420-2618-538.63-00	OTHER IMPROVEMENTS	284,761	3,950,000	7,928,160	7,842,004
420-2618-538.64-00	CAPITAL EQUIPMENT	396,683	-	2,624	-
	TOTAL CAPITAL OUTLAY	681,444	3,950,000	7,930,784	7,842,004
420-2618-599.99-99	CARRYFORWARD FUND BALANCE	2,550,793	-	-	441,292
	TOTAL OTHER USES	2,550,793	-	-	441,292
	TOTAL STORMWATER OPERATING	4,132,940	4,732,111	8,762,895	9,337,789
	TOTAL STORMWATER OPERATING FUND	4,132,940	4,732,111	8,762,895	9,337,789

- SOLID WASTE -

SOLID WASTE FUND REVENUES

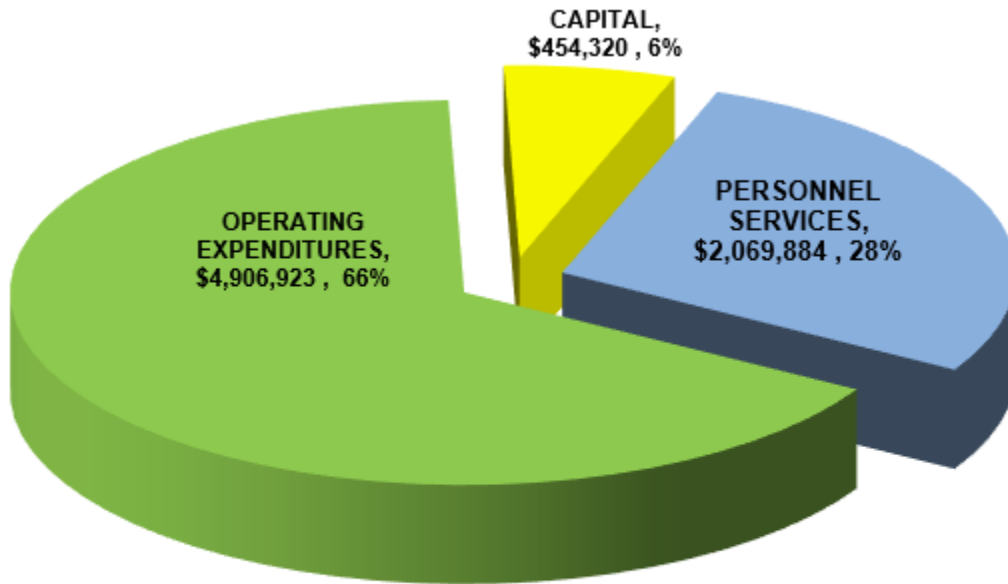


Residential Charges	\$ 5,134,481
Commercial Charges	2,488,139
Other Charges	60,631
Interest Earnings	42,673
Total	<u>\$7,725,924</u>

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
SOLID WASTE OPERATING FUND REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
430-3134-343.41-01	RESIDENTIAL	4,497,142	4,636,185	4,636,185	5,134,481
430-3134-343.41-02	COMMERCIAL	2,927,096	2,966,279	2,966,279	2,488,139
430-3134-343.41-03	COMMERCIAL RECYCLING	81,400	101,701	101,701	-
430-3134-343.41-04	EXTRA CHARGES	28,886	22,160	22,160	52,941
430-3134-343.42-03	CONTAINER USER FEE	7,736	3,559	3,559	7,690
	TOTAL CHARGES FOR SERVICES	7,542,260	7,729,884	7,729,884	7,683,251
430-3134-361.10-00	INTEREST	33,314	22,333	22,333	42,673
430-3134-361.30-00	INCR(DECR) IN FV OF INVST	23,941			
430-3134-361.40-00	INTEREST / GAIN/LOSS	(4,854)	-	-	-
	TOTAL INTEREST AND OTHER EARNINGS	52,401	22,333	22,333	42,673
430-3134-364.00-00	DISPOSITION OF FIXED ASSETS	144,990	-	-	-
430-3134-365.00-00	SALE OF SURPLUS MATERIALS/SCRAP	18,094	16,844	16,844	-
	TOTAL MISCELLANEOUS REVENUES	163,084	16,844	16,844	-
430-3134-399.99-99	USE OF FUND BALANCE	-	-	53,691	-
	TOTAL OTHER SOURCES	-	-	53,691	-
TOTAL SOLID WASTE OPERATING FUND REVENUES		7,757,745	7,769,061	7,822,752	7,725,924

SOLID WASTE FUND EXPENDITURES BY USE



Personnel	\$ 2,069,884
Operating	4,906,923
Capital	<u>454,320</u>
Total	\$ 7,431,127



PUBLIC SERVICES DEPARTMENT

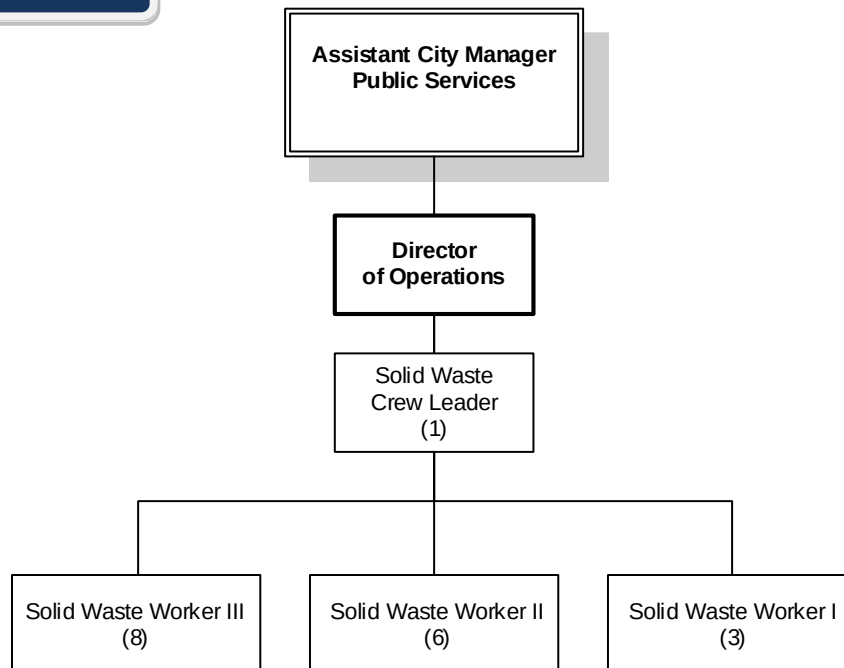
SOLID WASTE DIVISION

BUSINESS PLAN & KEY PERFORMANCE INDICATORS SUMMARY

MISSION STATEMENT: Provide responsive as well as efficient collection and disposal of solid waste.	CORE FUNCTIONS: - Collection and removal of solid waste materials - Residential/Commercial garbage - Yard Waste
CHALLENGES: - Continued impact from household consumption resulting in more waste to dispose of due to community growth and consumer behavior changes - Orange County and Waste Management solid waste disposal costs increase regularly and unpredictably - Waste Management using the Orange County transfer station which backs up disposal for other municipalities	BUSINESS ASSUMPTIONS: - The OC landfill will continue to accept solid waste from the City of Winter Garden - OC tipping fees will increase by 12% YOY for the next three years - Vehicles and equipment will be properly maintained in a timely manner - Public will comply with disposal requirements

Organizational Structure

FTE: 18



FY 2025-2026 STRATEGIC PRIORITY, GOALS & OBJECTIVE

Strategic Priority #1

Preserve the Natural Environment

Departmental Goals

Improve the natural environment by reducing the amount of solid waste going into the landfill

Objective

- Increase awareness on “reuse and reduce” techniques to minimize total waste transported to the landfill, thereby minimizing environmental impact.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 23/24 Actual	FY 24/25 Forecast*	FY 25/26 Target
CUSTOMER SERVICE INDICATORS			
Garbage Collection Satisfaction Index **	92%	81%	92%↑
% Residents Actively Reducing Waste Production Satisfaction Index **	N/A	85%	87%↑
% Residents Actively Choosing Reusable Items Satisfaction Index **	N/A	82%	84%↑
Yard Waste Pick-up Satisfaction Index **	88%	82%	88%↑
FINANCIAL INDICATOR			
Solid Waste Direct Cost per Tonnage	\$175.56	\$195.00	\$218.00↓
OPERATIONAL INDICATORS			
Tonnage per Trip – 1 st Trip *	9.7	10.0	11.0↑
Tonnage per Trip – 2 nd Trip *	N/A	3.8	4.0↑
Tonnage of Commercial Solid Waste Refuse per Service Account	17.11	17	17↑
Tonnage of Residential Solid Waste Refuse per 1,000 Residents	303	318	295↓

* FY25 forecast, in most cases, reflects a blend including months of actual results plus months of projections based on performance trends to-date but could also reflect final actual result for the year. In other instances, it's a year-end projection based on the latest operational expectations, conditions and capabilities.

** National Community Survey (NCS) values shown are assessed biennially (every other year) and represent the most recent community assessment and rating conducted in FY24/25.

↑ - Target's goal is to maximize/increase; ↓ - Target's goal is to minimize/decrease

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
SOLID WASTE OPERATING FUND**

	<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
<u>SOLID WASTE OPERATING DIVISION</u>				
430-3134-534.12-00 SALARIES REGULAR	1,034,447	1,071,579	1,071,579	1,123,305
430-3134-534.14-00 OVERTIME	395,020	409,568	409,568	192,000
430-3134-534.21-00 FICA TAXES	109,000	113,308	113,308	100,621
430-3134-534.22-00 RETIREMENT CONTRIBUTION	271,682	316,965	316,965	281,475
430-3134-534.23-00 EMPLOYEE GROUP INSURANCE	221,682	234,340	234,340	236,909
430-3134-534.24-00 WORKERS COMP INSURANCE	71,544	91,729	91,729	85,853
430-3134-534.26-00 OTHER POST EMPLOYMENT BENEFITS	(17,536)	2,285	2,285	-
430-3134-534.27-00 PENSION EXPENSE	45,201	166,263	166,263	49,721
TOTAL PERSONAL SERVICES	2,131,040	2,406,037	2,406,037	2,069,884
430-3134-534.31-01 PROFESSIONAL SERVICE MISC.	992	1,000	1,000	-
430-3134-534.31-06 MEDICAL	-	500	500	500
430-3134-534.32-00 ACCOUNTING AND AUDIT	1,880	2,750	2,750	2,750
430-3134-534.34-01 CONTRACTUAL SVCS MISC.	6,440	6,500	6,500	6,500
430-3134-534.34-06 JANITORIAL	2,247	3,200	3,200	2,510
430-3134-534.34-08 PERSONNEL	572,915	540,288	540,288	297,158
430-3134-534.34-12 TIPPING FEES	2,066,986	2,049,034	2,049,034	2,319,362
430-3134-534.40-00 TRAVEL AND PER DIEM	3,456	-	-	-
430-3134-534.41-02 TELEPHONE	5,268	5,551	5,551	5,600
430-3134-534.41-03 RADIO	214	215	215	215
430-3134-534.41-04 INTERNET SERVICES	12,545	6,700	6,700	13,172
430-3134-534.44-00 RENTALS & LEASES	397,155	721,726	721,726	554,772
430-3134-534.45-00 GENERAL INSURANCE	156,278	179,923	179,923	201,514
430-3134-534.46-01 REPAIRS & MAINTENANCE MISC.	-	-	-	1,500
430-3134-534.46-02 REPAIRS/MAINT-EQUIPMENT	1,662	4,000	4,000	4,000
430-3134-534.46-03 REPAIRS/MAINT-VEHICLES	749,001	652,681	652,681	650,400
430-3134-534.46-05 REPAIRS/MAINT-COMPUTER SOFTWARE	-	1,000	1,000	-
430-3134-534.46-06 REPAIRS/MAINT-COMPUTER HARDWARE	2,500	5,114	5,114	5,114
430-3134-534.46-10 BUILDING	30,207	26,881	26,881	32,624
430-3134-534.47-01 PRINTING & BINDING MISC.	1,937	8,700	8,700	8,700
430-3134-534.48-01 ADVERTISEMENTS	930	600	600	1,100
430-3134-534.48-02 PROMOTIONAL ITEMS	606	2,500	2,500	500
430-3134-534.49-02 MANAGEMENT FEES	311,261	533,254	533,254	246,566
430-3134-534.49-05 LICENSES & TAXES	302	400	400	400
430-3134-534.49-10 BAD DEBT	19,065	400	400	-
430-3134-534.51-00 OFFICE SUPPLIES	545	500	500	500
430-3134-534.52-01 OPERATING SUPPLIES MISC.	91,846	209,198	209,198	176,253
430-3134-534.52-02 CHEMICALS	6,761	4,750	4,750	7,099
430-3134-534.52-03 GAS & OIL	310,471	377,378	377,378	350,378
430-3134-534.52-04 UNIFORMS AND ACCESSORIES	15,016	17,486	17,486	17,486
430-3134-534.54-01 DUES & SUBSCRIPTIONS	-	795	795	250
TOTAL OPERATING EXPENDITURES	4,768,486	5,363,024	5,363,024	4,906,923

430-3134-534.63-00	IMPROVEMENTS OTHER THAN BLDG	-	-	22,000	-
430-3134-534.64-00	MACHINERY & EQUIPMENT	292,687	-	31,691	454,320
	TOTAL CAPITAL OUTLAY	292,687	-	53,691	454,320
430-3134-599.99-99	CARRYFORWARD FUND BALANCE	564,982	-	-	294,797
	TOTAL OTHER USES	564,982	-	-	294,797
	TOTAL SOLID WASTE OPERATING	7,757,195	7,769,061	7,822,752	7,725,924
	TOTAL SOLID WASTE OPERATING FUND	7,757,195	7,769,061	7,822,752	7,725,924

- TRAILER CITY -

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
TRAILER CITY FUND REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
450-3657-361.10-00	INTEREST	6,733	250	250	3,492
	TOTAL INTEREST AND OTHER EARNINGS	6,733	250	250	3,492
450-3657-362.45-00	RENTALS	262,740	262,891	262,891	262,816
	TOTAL CHARGES FOR SERVICES	262,740	262,891	262,891	262,816
450-3657-369.90-00	OTHER MISC REVENUES	25	250	250	50
450-3657-369.91-00	COIN LAUNDRY SERVICE	3,465	3,777	3,777	3,621
	TOTAL MISCELLANEOUS REVENUES	3,490	4,027	4,027	3,671
450-3657-399.99-99	USE OF FUND BALANCE	1,800	74,964	78,964	31,060
	TOTAL OTHER SOURCES	1,800	74,964	78,964	31,060
	TOTAL TRAILER CITY FUND	274,763	342,132	346,132	301,039

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
TRAILER CITY FUND EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
TRAILER CITY OPERATING					
450-3657-539.12-00	SALARIES REGULAR	127,871	151,353	151,353	130,088
450-3657-539.21-00	FICA TAXES	9,293	9,327	9,327	9,952
450-3657-539.22-00	RETIREMENT CONTRIBUTION	22,814	32,390	32,390	26,543
450-3657-539.23-00	EMPLOYEE GROUP INSURANCE	25,321	25,034	25,034	25,038
450-3657-539.24-00	WORKERS COMP INSURANCE	2,731	2,811	2,811	3,332
450-3657-539.26-00	OTHER POST EMPLOYMENT BENEFITS	(1,951)	-	-	-
450-3657-539.27-00	PENSION EXPENSE	4,165	15,420	15,420	4,582
	TOTAL PERSONAL SERVICES	190,244	236,335	236,335	199,534
450-3657-539.31-02	LEGAL	1,233	1,500	1,500	4,000
450-3657-539.32-00	ACCOUNTING AND AUDIT	1,282	2,000	2,000	2,000
450-3657-539.34-01	CONTRACTUAL SVCS MISC.	1,315	3,500	3,500	3,500
450-3657-539.34-06	JANITORIAL SERVICES	352	1,500	1,500	1,000
450-3657-539.41-02	TELEPHONE	1,838	2,000	2,000	2,000
450-3657-539.41-04	INTERNET	1,260	1,500	1,500	1,500
450-3657-539.41-05	POSTAGE	95	100	100	200
450-3657-539.43-00	UTILITY SERVICES	6,352	10,000	10,000	10,000
450-3657-539.45-00	GENERAL INSURANCE	4,194	3,727	3,727	4,697
450-3657-539.46-02	REPAIRS/MAINT-EQUIPMENT	3,985	3,000	3,000	5,000
450-3657-539.46-03	REPAIRS/MAINT-VEHICLES	463	1,500	1,500	3,500
450-3657-539.46-06	REPAIRS/MAINT-HARDWARE	4,500	5,500	5,500	4,500
450-3657-539.46-10	REPAIRS/MAINT-BUILDING	2,145	3,500	3,500	3,500
450-3657-539.49-02	MANAGEMENT FEES	9,773	20,597	20,597	6,558
450-3657-539.49-05	LICENSES & TAXES	43,178	41,023	41,023	45,000
450-3657-539.49-10	BAD DEBT EXPENSE	252	-	-	-
450-3657-539.51-00	OFFICE SUPPLIES	251	550	550	250
450-3657-539.52-01	OPERATING SUPPLIES MISC.	135	1,000	1,000	500
450-3657-539.52-03	GASOLINE & OIL	863	1,800	1,800	1,800
450-3657-539.52-04	UNIFORMS & ACCESSORIES	1,053	1,500	1,500	2,000
	TOTAL OPERATING EXPENDITURES	84,519	105,797	105,797	101,505
450-3657-539.63-00	IMPROV OTHER THAN BUILDING	-	-	4,000	-
	TOTAL CAPITAL OUTLAY	-	-	4,000	-
TOTAL TRAILER CITY OPERATING		274,763	342,132	346,132	301,039
TOTAL TRAILER CITY FUND		274,763	342,132	346,132	301,039



WINTER GARDEN

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FIDUCIARY FUNDS

GENERAL EMPLOYEE PENSION FUND

—

POLICE OFFICERS' AND FIREFIGHTERS' PENSION FUND

Fiduciary Funds



WINTER GARDEN

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FIDUCIARY FUNDS

Fiduciary Funds are types of funds that the government acts as a trustee or agent on behalf of another party. Following is a list of the City of Winter Garden Fiduciary Funds:

**General Employee Pension Fund
Firefighter and Police Officer Pension Fund**

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL EMPLOYEE PENSION FUND REVENUES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
610-0000-361.10-00	INTEREST	305,971	270,828	270,828	299,852
610-0000-361.20-00	DIVIDENDS	887,859	927,916	927,916	870,102
610-0000-361.30-00	INC (DEC) IN FAIR VALUE OF INVEST	6,326,617	5,183,893	5,183,893	6,200,085
610-0000-367.00-00	GAIN/LOSS ON SALE OF INVESTMENTS	1,245,854	1,709,474	1,709,474	1,220,937
	TOTAL INTEREST AND OTHER EARNINGS	8,766,301	8,092,111	8,092,111	8,590,975
610-0000-368.00-00	EMPLOYER CONTRIBUTIONS	1,839,054	2,555,760	2,555,760	2,555,760
610-0000-368.02-00	EMPLOYEE CONTRIBUTIONS	307,433	335,734	335,734	335,734
610-0000-369.90-00	OTHER MISCELLANEOUS REVENUES	12,122	6,256	6,256	12,122
	TOTAL MISCELLANEOUS REVENUES	2,158,609	2,897,749	2,897,749	2,903,615
	TOTAL GENERAL EMPLOYEE PENSION FUND	10,924,910	10,989,860	10,989,860	11,494,590

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL EMPLOYEE PENSION FUND EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
610-0000-513.31-01	PROF SVCS MISC.	9,967	8,964	8,964	9,967
610-0000-513.31-02	LEGAL	10,130	7,908	7,908	10,130
610-0000-513.31-03	INVESTMENT COUNSEL	133,926	121,710	121,710	133,926
610-0000-513.34-01	CONTRACT SVCS MISC	19,696	18,124	18,124	19,696
610-0000-513.45-00	INSURANCE	5,598	7,193	7,193	5,598
610-0000-513.49-06	RETIREMENT CONTRB REFUNDED	30,812	36,760	36,760	30,812
610-0000-513.54-01	DUES AND SUBSCRIPTIONS	-	795	795	-
610-0000-513.54-02	SEMINARS AND COURSES	2,550	300	300	2,550
610-0000-518.36-00	PENSION BENEFITS	<u>2,355,133</u>	<u>2,203,094</u>	<u>2,203,094</u>	<u>2,355,133</u>
	TOTAL OPERATING EXPENDITURES	2,567,812	2,404,848	2,404,848	2,567,812
610-0000-599.99-99	CARRYFORWARD FUND BALANCE	<u>8,357,098</u>	<u>8,585,012</u>	<u>8,585,012</u>	<u>8,926,778</u>
	TOTAL OTHER USES	8,357,098	8,585,012	8,585,012	8,926,778
	TOTAL GENERAL EMPLOYEE PENSION FUND	<u>10,924,910</u>	<u>10,989,860</u>	<u>10,989,860</u>	<u>11,494,590</u>

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
FIREFIGHTER'S AND POLICE OFFICER'S PENSION FUND REVENUES**

		<u>2024 ACTUAL</u>	<u>2025 ORIGINAL BUDGET</u>	<u>2025 AMENDED BUDGET</u>	<u>2026 PROPOSED BUDGET</u>
620-0000-312.51-00	FIRE INSURANCE PREMIUM	466,786	438,727	438,727	418,785
620-0000-312.52-00	CASUALTY INS PREMIUM TAX	695,455	638,992	638,992	609,947
620-0000-335.21-00	STATE SHARED REV/SUPP COMP	97,522	-	-	97,522
	TOTAL INTERGOVERNMENTAL	1,259,763	1,077,720	1,077,720	1,126,254
620-0000-361.10-00	INTEREST	1,065,446	1,182,512	1,182,512	1,044,137
620-0000-361.20-00	DIVIDENDS	813,521	572,812	572,812	797,251
620-0000-361.30-00	INCR / (DEC) ON FV OF INV	11,916,905	10,809,179	10,809,179	11,678,567
620-0000-367.00-00	GAIN/LOSS ON SALE OF INVESTMENTS	(210,307)	(216,513)	(216,513)	(206,101)
	TOTAL INTEREST AND OTHER EARNINGS	13,585,565	12,347,990	12,347,990	13,313,854
620-0000-368.01-00	EMPLOYER CONTRIBUTIONS	1,844,107	2,595,298	2,595,298	2,595,298
620-0000-368.02-00	EMPLOYEE CONTRIBUTIONS	437,504	486,552	486,552	486,552
620-0000-369.90-00	OTHER	11,136	500	500	500
	TOTAL MISCELLANEOUS REVENUES	2,292,747	3,082,351	3,082,351	3,082,351
	TOTAL FIREFIGHTER'S AND POLICE OFFICER'S PENSION FUND	17,138,075	16,508,060	16,508,060	17,522,458

**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
FIREFIGHTER'S AND POLICE OFFICER'S PENSION FUND EXPENDITURES**

		<u>2024</u> <u>ACTUAL</u>	<u>2025</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2025</u> <u>AMENDED</u> <u>BUDGET</u>	<u>2026</u> <u>PROPOSED</u> <u>BUDGET</u>
620-0000-513.31-01	ACTUARIAL SERVICE	36,762	57,308	57,308	36,762
620-0000-513.31-02	LEGAL	16,883	10,554	10,554	16,883
620-0000-513.31-03	INVESTMENT COUNSEL	176,003	206,388	206,388	176,003
620-0000-513.34-01	CONTRACT SVCS MISC	74,485	93,316	93,316	74,485
620-0000-513.40-00	TRAVEL AND PER DIEM	1,198	1,200	1,200	1,198
620-0000-513.45-00	GENERAL INSURANCE	4,595	5,055	5,055	4,595
620-0000-513.49-06	RTRMT CONTRB REFUNDED	16,079	31,420	31,420	16,079
620-0000-513.54-01	DUES AND SUBSCRIPTIONS	1,500	1,500	1,500	1,500
620-0000-513.54-02	SEMINARS AND COURSES	606	2,000	2,000	606
620-0000-518.36-00	PENSION BENEFITS	2,203,924	2,499,006	2,499,006	2,203,924
	TOTAL OPERATING EXPENDITURES	2,532,035	2,907,746	2,907,746	2,532,035
620-0000-599.99-99	CARRYFORWARD FUND BALANCE	14,606,040	13,600,314	13,600,314	14,990,423
	TOTAL OTHER USES	14,606,040	13,600,314	13,600,314	14,990,423
	TOTAL FIREFIGHTER'S & POLICE OFFICER'S PENSION FUND	17,138,075	16,508,060	16,508,060	17,522,458



WINTER GARDEN

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CAPITAL EXPENDITURES & 5-YEAR CIP AND DEBT

CAPITAL EXPENDITURES

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FIVE-YEAR CAPITAL IMPROVEMENT PLAN

—

DEBT OUTSTANDING

Capital, CIP and Debt



WINTER GARDEN

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**FY 2026 BUDGET
CAPITAL EXPENDITURES**

		CATEGORY			
		BUILDING	IMPROVEMENTS	CAPITAL	TOTAL
		62	OTHER THAN	EQUIPMENT	CAPITAL
			BUILDING	64	
		63			
GENERAL FUND					
IT	Security Camera Switch infrastructure			13,484	
	Garden Theatre Security Camera system			34,000	
	East Winter Garden Security Camera system			45,400	
	Camera Consolidation infrastructure improvement			96,016	
	Police Dept License Plate Reader			51,656	
	Police Dept Security Camera improvement			127,400	
	VEEAM Backup storage			43,260	
	Network Load balancing appliance and software			55,000	
	Storage Area Network infrastructure upgrade			139,044	
Police - Sworn	K-9 Vehicle replacement			81,200	
PD - Communications	Phone and radio recording system			29,034	
Fire	Fire Station 22 Bollard paint maintenance	3,750			
	Station Air Supply Ceiling Mounts	22,535			
	Fire Station 24 Interior renovations [Funding Plan]	108,000			
	Portable Radio [Replacement Funding Plan]			161,100	
	Vehicle Capital [Fleet's Replacement Funding Plan]			700,000	
Cemetery	Columbarium		100,000		
Facilities	Garden Theatre exterior paint	11,500			
	Parking Garage Stairwell maintenance	12,820			
	Railrood Museum roof improvements	75,000			
	Old Boat House demolition	40,000			
	City Hall Roof [Facilities Replacement Funding Plan]	50,000			
	City Hall Chiller [Facilities Replacement Funding Plan]	100,000			
	City Hall Retrofit - [EECBG Energy Block Grant]		76,560		
Fleet	Fleet Building improvements [Funding Plan]	50,000			
Recreation	Farnsworth Pump Room exterior painting	4,500			
	Jessie Brock Roof [Funding plan]	50,000			
	Jessie Brock A/C replacement	36,000			
TOTAL - GENERAL FUND		564,105	176,560	1,576,594	2,317,259

**FY 2026 BUDGET
CAPITAL EXPENDITURES**

	CATEGORY			TOTAL CAPITAL
	BUILDING	IMPROVEMENTS OTHER THAN BUILDING	CAPITAL EQUIPMENT	
	62	63	64	
LAW ENFORCEMENT TRUST				
K-9			13,000	
Key tracking system			15,726	
Aerial Drone			29,076	
TOTAL - LAW ENFORCEMENT TRUST	-	-	57,802	57,802

COMMUNITY REDEVELOPMENT				
CRA				
Property Acquisition		325,000		
East Winter Garden Revitalization		1,358,525		
TOTAL - COMMUNITY REDEVELOPMENT	-	1,683,525	-	1,683,525

LOCAL OPTION GAS TAX				
Street Resurfacing		1,600,000		
TOTAL - LOCAL OPTION GAS TAX FUND	-	1,600,000	-	1,600,000

GENERAL IMPACT FEE FUNDS				
Story & Dillard - Turn Lights		150,000		
Roper & WG Vineland Intersection Improv (Design)		250,000		
Carter Rd Intersection Project		2,000,000		
Warrant Studies - Carriage Point Entrance; Avalon Rd		35,000		
Event barricade equipment			480,000	
TOTAL - GENERAL IMPACT FEE FUNDS	-	2,435,000	480,000	2,915,000

**FY 2026 BUDGET
CAPITAL EXPENDITURES**

		CATEGORY IMPROVEMENTS OTHER THAN BUILDING 63			TOTAL CAPITAL
		BUILDING 62	CAPITAL EQUIPMENT 64		
UTILITIES OPERATING FUND					
Water	Public Services TPO Office Re-Roof Daniels Water Plant A/C Water Master Plan PFAS Well Filter - Design	32,000 11,500	500,000 250,000		
Wastewater	WWTP Expansion at Crest Ave		16,750,000		
Distribution	Fullers Potable Well #7 Midget PI - Surprise to Palm N. Main Street - Plant to Newell S. Highland - Smith to Maple S. Highland - Smith to Tremaine Palm Dr - Regal to Division Northeast Transmission Main New Base Station (M420)		92,700 8,961 3,090 4,378 4,635 20,703 2,648,388	48,317	
Collection	Teacup Springs Sewer conversion By-pass pump Roll-off Container for WWTP		6,640,000	65,000 54,000	
TOTAL - UTILITIES OPERATING FUND		43,500	26,922,855	167,317	27,133,672
UTILITIES CONSTRUCTION FUND					
	WWTP Expansion at Crest Ave Reclaimed Water PH 3		30,986,000 4,000,000		
TOTAL - UTILITIES CONSTRUCTION FUND		-	34,986,000	-	34,986,000

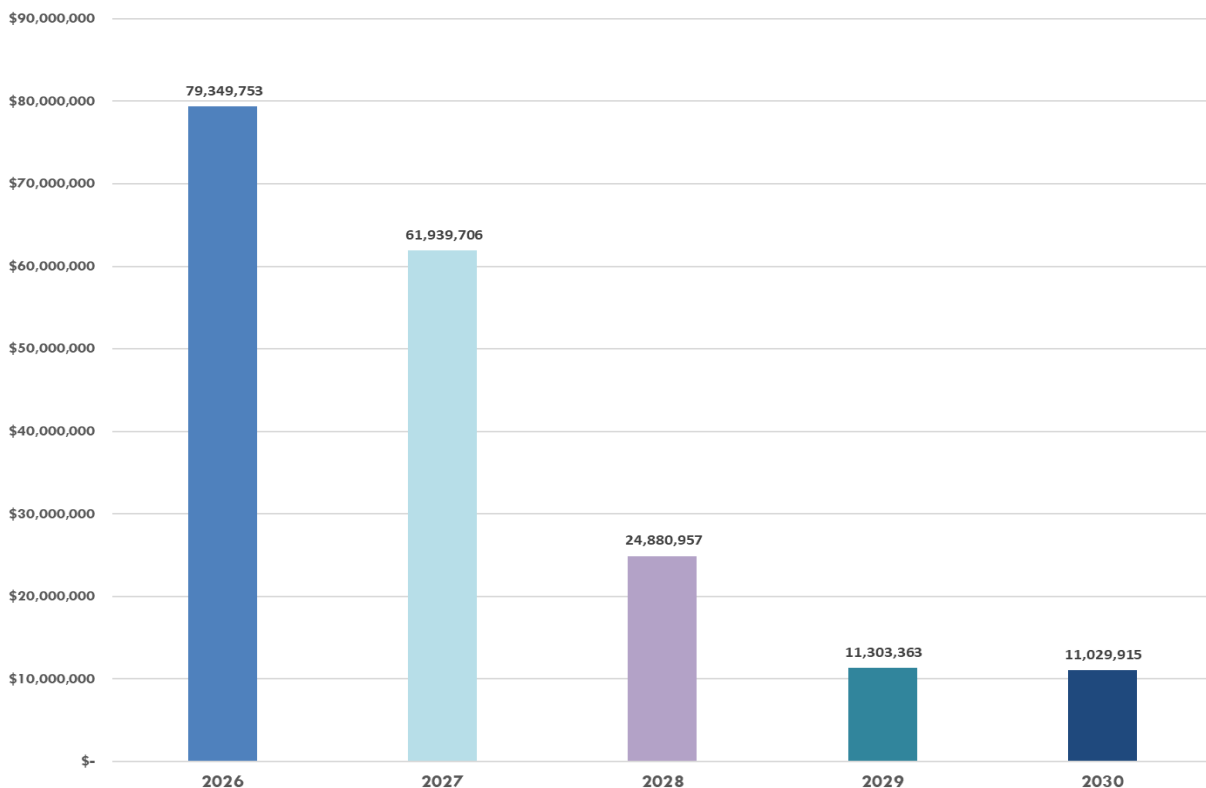
**FY 2026 BUDGET
CAPITAL EXPENDITURES**

	CATEGORY			
	BUILDING	IMPROVEMENTS	CAPITAL	TOTAL
	62	OTHER THAN	EQUIPMENT	CAPITAL
		BUILDING	64	
	63			
UTILITIES RENEWAL & REPLACEMENT FUND				
Midget PI - Surprise to Palm		12,566		
N. Main Street - Plant to Newell		62,283		
Palm Dr - Regal to Division		23,484		
S. Highland - Smith to Maple		4,594		
S. Highland - Smith to Tremaine		4,635		
Collection System R&R		257,500		
Gravity Sewer Rehab		200,000		
TOTAL - UTILITIES RENEWAL & REPLACEMENT FUND	-	565,062	-	565,062
STORMWATER FUND				
S. Highland - Smith to Maple		10,300		
S. Highland - Smith to Tremaine		10,300		
N. Main Street - Plant to Newell		3,400		
Midget PI - Surprise to Palm		10,750		
Palm Dr - Regal to Division		18,600		
Stormwater R&R Improvements		300,000		
Village Grove Improvement Design		175,000		
Sanctuary at Twin Waters Pond Repair		100,000		
Tri City Stormwater Modeling		151,154		
Stormwater Master Plan		500,000		
East Winter Garden Drainage Improvements		6,562,500		
TOTAL - STORMWATER FUND	-	7,842,004	-	7,842,004
SOLID WASTE FUND				
28 yd Grapple trucks (2) replacements - lease to own			151,440	
60 yd Grapple truck - lease to own			75,720	
Front load garbage trucks (2) replacements - lease to own			151,440	
Rear load garbage truck replacement - lease to own			75,720	
TOTAL - SOLID WASTE FUND	-	-	454,320	454,320
TOTAL CAPITAL EXPENDITURES	607,605	76,211,006	2,736,033	79,554,644

FIVE-YEAR CAPITAL IMPROVEMENT PLAN

The Five-Year Capital Improvement Plan (CIP) reflects planned expenditures over the next five years for items that have a useful life of more than one year, are capital in nature and equal to or exceed \$25,000. The CIP plan identifies capital projects and equipment, provides a planning schedule and identifies options for financing the plan. The CIP is reviewed and updated each year by City Staff and the City Manager. Projects are often reprioritized as Commission and community priorities shift, unforeseen needs arise or available funds change.

The fiscal year 2026 CIP includes a total investment of \$188.5 million in projects over the next five years. The majority of the total capital projects are slated for FY2026, FY2027 and FY2028. All further capital projects will be critically assessed and funding sources fully evaluated to determine whether to start or defer projects. The chart below shows a budgetary summary of the \$188.5 million five-year CIP.



The CIP shows a five year projection of the City's needs and desired services. The City is responsible for providing municipal services to the public, including the acquisition or construction of needed improvements or infrastructure. The City must also furnish and maintain capital facilities and equipment, such as roadways and parks. This CIP reflects the City's long-term commitment to public safety, roads, drainage systems, utilities, and other public infrastructure.

While projects may be financed through regular operating funds such as the General Fund, it is generally more viable to use other funds so that capital projects do not compete with regular operations for funding.

The chart below summarizes the five-year Capital Improvement Program budget by fund.

**CITY OF WINTER GARDEN
FY 2026 - FY 2030
FIVE YEAR CIP**

FUND	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTALS
General Fund	2,248,670	3,952,446	1,776,630	1,748,909	1,771,856	11,498,511
CRA Fund	1,683,525	2,500,000	2,500,000	2,500,000	2,500,000	11,683,525
General Impact Fee Fund	2,880,000	-	-	-	-	2,880,000
Local Option Gas Tax	1,600,000	1,867,926	2,113,374	1,180,000	1,180,000	7,941,300
Stormwater	7,842,004	554,100	607,450	607,450	607,450	10,218,454
Solid Waste	454,320	454,320	454,320	454,320	454,320	2,271,600
Utilities Fund	62,076,172	51,900,785	16,943,821	4,312,762	4,016,367	139,249,907
Utility Impact Fee	-	-	-	-	-	-
Utility Renewal and Replacement	565,062	710,129	485,362	499,922	499,922	2,760,397
TOTAL	\$79,349,753	\$61,939,706	\$24,880,957	\$11,303,363	\$11,029,915	\$188,503,694

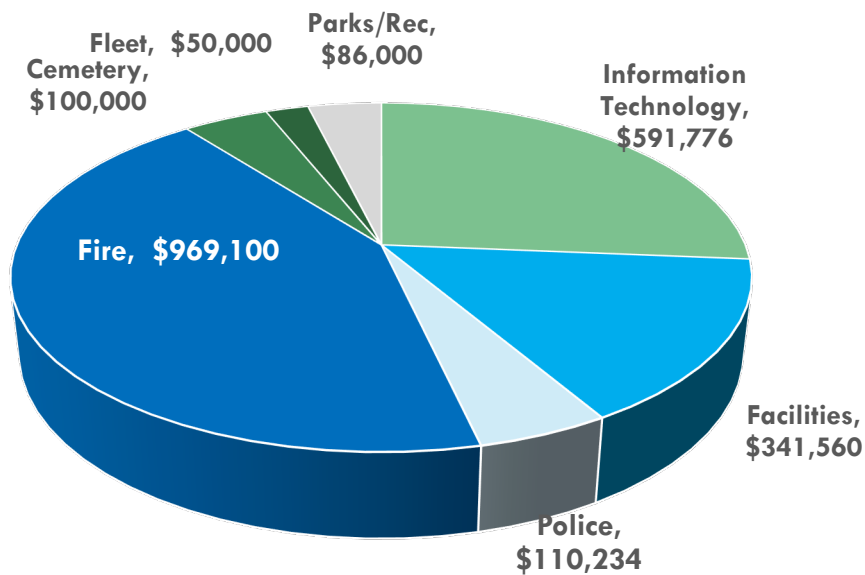
The Five-Year 2026-2030 Capital Improvement Fund Schedule shows all capital improvements broken down by funding source.

CAPITAL IMPROVEMENT PLAN PROJECT BY FUND FOR FY 2026

GENERAL FUND

Planned spending in the General Fund will be approximately \$2.25 million in FY 2026.

General Fund CIP Projects by Category FY2026



Police and Fire Capital Improvement Projects:

Police Projects: The police department replaces rolling stock every year. The total FY 2026 funding for vehicle replacements is \$81k for a K-9 replacement vehicle. Also included in the budget is an allocation for the phone and radio recording system supporting operations in the central communications area for Police Dispatch.

Fire Projects: The FY2026 CIP budget includes \$108k for the funding for renovations to Fire Station 24. Fire Station 24 is a 40-year-old Fire Station, with total improvements estimated at approximately \$400k to renovate the dorms, restrooms, day room and workout areas. The FY2026 CIP also includes \$700k for Heavy Fire Vehicle Capital and \$161k allocated towards Fire Portable Radios.

Information Technology Capital Improvement Projects:

Information Technology Upgrades: As more and more city service delivery relies on technology for the communication, completion and payment of daily operational functions, funding for upgrades to the technology infrastructure of the city has been added to continue to support the upgrade of critical IT network and security infrastructures to ensure confidentiality, integrity, and availability of essential electronic data. Total CIP funding in FY 2026 will be \$591.8k which budgets for public safety technology enhancements and IT infrastructure improvements, including security camera systems, license plate reader technology, data storage solutions, and network performance upgrades across key City facilities and the Police Department.

Parks & Land and Recreation:

Parks and Recreation Maintenance: This scope of work provides for capital repairs and replacement as needed throughout the city. The FY2026 Parks and Recreation CIP budget of \$86,000 is allocated for building improvements to the Jessie Brock Community Center, including roof repairs and air conditioning system replacements.

Facilities and Fleet Improvement Projects:

Facilities Projects: The FY2026 Facilities CIP budget totals \$342k and supports several key infrastructure and facility improvement projects. Funding is included for roof improvements at the Railroad Museum, continued multi-year funding for the City Hall roof replacement, and the next phase of the City Hall chiller system replacement. This year's allocation includes \$100k toward the chiller system and \$50k for the City Hall roof. Additionally, funding is provided for the demolition of the Lakefront Old Boathouse for \$40k and US Department of Energy Clean Energy Block Grant funding for the City Hall Electric Retrofit project in the amount of \$76,560.

Fleet Projects: The Fleet CIP total for the fiscal year of \$50k will fund improvements to the fleet building.

COMMUNITY REDEVELOPMENT AGENCY FUND

East Winter Garden Project: With the extension of the CRA fund, the City has pledged 75% of the future CRA revenues to East Winter Garden projects. The City continues to work with the EWG community on projects that the CRA will fund in East Winter Garden for redevelopment and revitalization. This year's budget includes \$1.68 million in East Winter Garden dedicated projects.

LOCAL OPTION GAS TAX FUND

Pavement Resurfacing and Sidewalk Repairs: The FY2026 budget allocates \$1.6 toward street resurfacing. Future funding allocates \$4M toward street resurfacing.

STORMWATER FUND

Drainage Improvements: These funds will provide for the storm sewer repairs and upgrades necessary to improve water quality and meet current city standards. Funding of \$7.8 million allocation from the Stormwater Fund supports a variety of stormwater infrastructure projects throughout the City. This funding covers pond restoration, system modeling, and updates to the City's stormwater master plan, as well as the design and construction of drainage and infrastructure improvements in East Winter Garden and other targeted areas. Most of the allocation—over \$6.5 million—is directed toward drainage improvements in East Winter Garden, with the remainder supporting design work, rehabilitation efforts, and localized system upgrades to enhance flood control and stormwater system performance citywide.

WATER & WASTEWATER UTILITY FUND

The Water and Wastewater Utility fund will spend \$ 47.7 M of its FY2026 \$62.6 million CIP budget on the Wastewater Treatment Plant expansion. The remainder of the CIP budget will go towards routine rehabilitation and upgrades to existing infrastructure: sewer mains, sanitary manholes, sewer and water main installations, force main replacement, and lift station upgrades.

**CITY OF WINTER GARDEN
FY 2026 BUDGET
FIVE YEAR CIP**

PROJECT NAME	SOURCE FUND		2026	2027	2028	2029	2030	Totals
Garden Theatre Security Camera system	GF	IT	34,000	-	-	-	-	34,000
East Winter Garden Security Camera system	GF	IT	45,400	-	-	-	-	45,400
Camera Consolidation infrastructure improvement	GF	IT	96,016	-	-	-	-	96,016
Police Dept License Plate Reader	GF	IT	51,656	-	-	-	-	51,656
Police Dept Security Camera improvement	GF	IT	127,400	-	-	-	-	127,400
VEEAM Backup storage	GF	IT	43,260	-	-	-	-	43,260
Network Load balancing appliance and software	GF	IT	55,000	-	-	-	-	55,000
Storage Area Network infrastructure upgrade	GF	IT	139,044	-	-	-	-	139,044
Police Replacement Vehicles	GF	Police	81,200	384,000	384,000	384,000	384,000	1,617,200
Dispatch Phone and Radio Recording System	GF	Police	29,034	-	-	-	-	29,034
Fire Station 22 Concrete Apron Replacement	GF	Fire	-	46,000	-	-	-	46,000
Interior Renovation - Station 24	GF	Fire	108,000	-	-	-	-	108,000
Fire Station 24 Concrete Repair	GF	Fire	-	103,000	-	-	-	103,000
Fire Station 23 Relocation to Hennis Rd	GF	Fire	-	831,072	-	-	-	831,072
Fire Portable Radios [Funding Plan]	GF	Fire	161,100	165,174	-	-	-	326,274
Fire Heavy Vehicle Capital [Funding Plan]	GF	Fire	700,000	721,000	742,630	764,909	787,856	3,716,395
Cemetery Columbarium	GF	Cemetery	100,000	-	-	-	-	100,000
Streets & Sidewalks Resurfacing/Improvements	GF	Streets	-	500,000	500,000	500,000	500,000	2,000,000
Overhead to Underground Power Lines	GF	Streets	-	100,000	100,000	100,000	100,000	400,000
Downtown Holiday Light Electric Infrastructure (Boyd & Joiner St)	GF	Facilities Maint	-	300,000	-	-	-	300,000
Railroad Museum Roof Improvements	GF	Facilities Maint	75,000	75,000	-	-	-	150,000
City Hall Roof [Funding Plan]	GF	Facilities Maint	50,000	-	-	-	-	50,000
City Hall Chiller [Funding Plan]	GF	Facilities Maint	100,000	50,000	-	-	-	150,000
City Hall Retrofit [EECBG]	GF	Facilities Maint	76,560	-	-	-	-	76,560
Lakefront Old Boathouse Demolition	GF	Facilities Maint	40,000	-	-	-	-	40,000
Fleet Building Improvements	GF	Fleet	50,000	50,000	50,000	-	-	150,000
Downtown Fountain Restoration	GF	Parks & Land	-	500,000	-	-	-	500,000
Parks Truck Replacement	GF	Parks & Land	-	52,700	-	-	-	52,700
Jessie Brock Roof [Funding Plan]	GF	Recreation	50,000	60,000	-	-	-	110,000
Jessie Brock A/C replacements	GF	Recreation	36,000	14,500	-	-	-	50,500
General Fund Total			2,248,670	3,952,446	1,776,630	1,748,909	1,771,856	11,498,511
EWG Neighborhood Revitalization	CRA	CRA	1,683,525	2,500,000	2,500,000	2,500,000	2,500,000	11,683,525
CRA Fund Total			1,683,525	2,500,000	2,500,000	2,500,000	2,500,000	11,683,525
Carter Road Intersection	GIF	Streets	2,000,000	-	-	-	-	2,000,000
Story & Dillard - Turn Lights	GIF	Streets	150,000	-	-	-	-	150,000
Roper & WG Vineland Intersection (Design)	GIF	Streets	250,000	-	-	-	-	250,000
Event barricade equipment	GIF	Streets	480,000	-	-	-	-	480,000
General Impact Fee Fund Total			2,880,000	-	-	-	-	2,880,000

**CITY OF WINTER GARDEN
FY 2026 BUDGET
FIVE YEAR CIP**

PROJECT NAME	SOURCE FUND		2026	2027	2028	2029	2030	Totals
Downtown Brick Pavers	LOGT	Streets	-	30,000	30,000	30,000	30,000	120,000
Varsity St Parking Lot	LOGT	Streets	-	481,450	-	-	-	481,450
Midget Pl - Surprise to Palm	LOGT	Streets	-	47,300	189,100	-	-	236,400
N. Main Street - Plant to Newell	LOGT	Streets	-	22,250	126,000	-	-	148,250
S. Highland - Smith to Maple	LOGT	Streets	-	21,163	119,937	-	-	141,100
S. Highland - Smith to Tremaine	LOGT	Streets	-	21,163	119,937	-	-	141,100
Palm Dr - Regal to Division	LOGT	Streets	-	94,600	378,400	-	-	473,000
Street Resurfacing	LOGT	Streets	1,600,000	1,000,000	1,000,000	1,000,000	1,000,000	5,600,000
Pavement Striping	LOGT	Streets	-	150,000	150,000	150,000	150,000	600,000
Local Option Gas Tax Total			1,600,000	1,867,926	2,113,374	1,180,000	1,180,000	7,941,300
Sanctuary at Twin Waters Pond Repair	S	Stormwater	100,000	-	-	-	-	100,000
Tri City Stormwater Modeling	S	Stormwater	151,154	-	-	-	-	151,154
Stormwater Masterplan	S	Stormwater	500,000	-	-	-	-	500,000
E Winter Garden Drainage Improvements	S	Stormwater	6,562,500	-	-	-	-	6,562,500
Village Grove Infrastructure Improvt Design	S	Stormwater	175,000	-	-	-	-	175,000
S. Highland - Smith to Maple	S	Stormwater	10,300	58,700	69,000	69,000	69,000	276,000
S. Highland - Smith to Tremaine	S	Stormwater	10,300	58,700	69,000	69,000	69,000	276,000
N. Main Street - Plant to Newell	S	Stormwater	3,400	19,450	22,850	22,850	22,850	91,400
Midget Pl - Surprise to Palm	S	Stormwater	10,750	42,950	53,700	53,700	53,700	214,800
Palm Dr - Regal to Division	S	Stormwater	18,600	74,300	92,900	92,900	92,900	371,600
Stormwater R&R Improvements	S	Stormwater	300,000	300,000	300,000	300,000	300,000	1,500,000
Stormwater Total			7,842,004	554,100	607,450	607,450	607,450	10,218,454
28 yd Grapple trucks (2) replacements	SW	Solid Waste	151,440	151,440	151,440	151,440	151,440	757,200
60 yd Grapple truck	SW	Solid Waste	75,720	75,720	75,720	75,720	75,720	378,600
Front load garbage trucks (2) replacements	SW	Solid Waste	151,440	151,440	151,440	151,440	151,440	757,200
Rear load garbage truck replacement	SW	Solid Waste	75,720	75,720	75,720	75,720	75,720	378,600
Solid Waste Total			454,320	454,320	454,320	454,320	454,320	2,271,600
Public Services Office TPO Re-Roof			32,000	-	-	-	-	32,000
Western Storage Potable Well	U-W	Water	-	2,546,160	-	-	-	2,546,160
Vehicle Replacement	U-W	Water	-	29,916	30,814	31,738	32,645	125,113
PFAS Well Filter - Design	U-W	Water	250,000	250,000	-	-	-	500,000
Water Master Plan	U-W	Water	500,000	-	-	-	-	500,000
WWTP Expansion at Crest Ave	U-WW	Utility/Constructi on Fund	47,736,000	45,084,000	12,586,000	-	-	105,406,000
Reclaimed Water Phase 3	U-WW	Utility/Constructi on Fund	4,000,000	-	-	-	-	4,000,000

**CITY OF WINTER GARDEN
FY 2026 BUDGET
FIVE YEAR CIP**

PROJECT NAME	SOURCE FUND		2026	2027	2028	2029	2030	Totals
Vehicle Replacement	U-W	Wastewater	-	46,350	49,173	-	-	95,523
Fullers Potable Well #7	U-W	Distribution	92,700	-	-	-	-	92,700
2" Water Main Upgrades	U-W	Distribution	-	206,000	212,180	218,545	218,545	855,270
Midget PI - Surprise to Palm	U-W	Distribution	8,961	36,813	47,424	48,847	-	142,045
N. Main Street - Plant to Newell	U-W	Distribution	3,090	17,770	21,581	22,229	-	64,670
S. Highland - Smith to Maple	U-W	Distribution	4,378	25,382	30,788	31,711	-	92,259
S. Highland - Smith to Tremaine	U-W	Distribution	4,635	25,117	30,788	31,711	-	92,251
Palm Dr - Regal to Division	U-W	Distribution	20,703	85,455	109,983	113,282	-	329,423
New Base Station (M420)	U-W	Distribution	48,317	-	-	-	-	48,317
Northeast Transmission Main	U-W	Reclaimed	2,648,388	-	-	-	-	2,648,388
Southwest Transmission Main	U-W	Reclaimed	-	2,802,102	-	-	-	2,802,102
Smith Street Transmission Main	U-W	Reclaimed	-	-	3,073,295	-	-	3,073,295
Smith Street Storage and Pumping	U-W	Reclaimed	-	-	-	3,089,871	3,089,871	6,179,742
Vehicle Replacements	U-W	Distribution	-	45,320	48,080	-	-	93,400
Skid Steer (cost-share)	U-W	Distribution	-	31,930	-	-	-	31,930
Skid Steer (cost-share)	U-W	Collection	-	31,930	-	-	-	31,930
Teacup Springs Sewer Conversion	U-W	Collection	6,640,000	-	-	-	-	6,640,000
Lift Station Rehab at multiple lift stations	U-W	Collection	-	212,180	218,545	225,102	225,102	880,929
Slip Lining of gravity sewer	U-W	Collection	-	212,180	218,545	225,102	225,102	880,929
Manhole Rehabilitation	U-W	Collection	-	212,180	218,545	225,102	225,102	880,929
By-pass pump	U-W	Collection	65,000	-	-	-	-	65,000
Roll-off Container for WWTP	U-W	Collection	54,000	-	-	-	-	54,000
Truck Replacements, two (2)	U-W	Collection	-	-	48,080	49,522	-	97,602
Utilities Fund Total			62,076,172	51,900,785	16,943,821	4,312,762	4,016,367	139,249,907
Midget PI - Surprise to Palm	URR-WW	Collection	12,566	51,772	-	-	-	64,338
N. Main Street - Plant to Newell	URR-WW	Collection	62,283	36,654	-	-	-	98,937
Palm Dr - Regal to Division	URR-WW	Collection	23,484	96,860	-	-	-	120,344
S. Highland - Smith to Maple	URR-WW	Collection	4,594	26,830	-	-	-	31,424
S. Highland - Smith to Tremaine	URR-WW	Collection	4,635	26,788	-	-	-	31,423
Collection System R&R	URR-WW	Collection	257,500	265,225	273,182	281,377	281,377	1,358,661
Gravity Sewer Rehab	URR-WW	Collection	200,000	206,000	212,180	218,545	218,545	1,055,270
Utility Renewal and Replacement Total			565,062	710,129	485,362	499,922	499,922	2,760,397
TOTAL CITY			79,349,753	61,939,706	24,880,957	11,303,363	11,029,915	188,503,694

SUMMARY OF DEBT OUTSTANDING

Note: Neither the City of Winter Garden Charter or Code of Ordinances nor the Florida Statutes limit the amount of debt the City of Winter Garden can issue.

Debt Outstanding—Governmental Fund Types:	Amount as of October 1, 2025
Parking Garage and Downtown Capital Projects – Sales Tax Revenue Bonds, Series 2016A \$10,061,000 principal due in annual installments of \$375,000 to \$630,000 through October 1, 2036; interest due in semi-annual installments of \$7,813 to \$146,242 through October 1, 2036; interest rate is fixed at 2.48%.	\$ 6,149,000
Refinance Original City Hall Loan – Sales Tax Revenue Bonds, Series 2016B \$9,691,000; principal due in annual installments of \$363,000 to \$605,000 through October 1, 2036; interest due in semi-annual installments of \$7,502 to \$140,865 through October 1, 2036; interest rate is fixed at 2.48%.	5,918,000
Transportation & Parks Capital Projects – Sales Tax Revenue Bonds, Series 2021 \$16,087,000; principal due in annual installments of \$1.028M to \$1.279M through October 1, 2035; interest due in semi-annual installments of \$10,808 to \$135,935 through October 1, 2035; interest rate is fixed at 1.69%.	12,950,000
Total Outstanding—Governmental Fund Types	\$25,017,000

DEBT OUTSTANDING—GOVERNMENTAL FUND TYPES:General Fund

Debt service requirements of the General Fund are as follows:

Fiscal Year Ending	Principal	Interest	Total
2026	\$ 2,049,000	\$ 508,973	\$ 2,557,973
2027	2,091,000	466,563	2,557,563
2028	2,135,000	423,228	2,558,228
2029	2,177,000	378,950	2,555,950
2030	2,224,000	333,792	2,557,792
2031-2035	11,827,000	956,098	12,783,098
2036	2,514,000	41,437	2,555,437
	\$25,017,000	\$3,109,041	\$28,126,041

Annual Requirements to Amortize Long-Term Debt by FundDEBT OUTSTANDING—GOVERNMENTAL FUND TYPES:General Fund

Debt service requirements of the Sales Tax Bonds, Series 2016A are as follows:

Fiscal Year Ending	Principal	Interest	Total
2026	\$ 493,000	\$ 152,495	\$ 645,495
2027	505,000	140,269	645,269
2028	518,000	127,745	645,745
2029	531,000	114,898	645,898
2030	544,000	101,730	645,730
2031-2035	2,928,000	299,559	3,227,559
2036	630,000	15,625	645,625
	<u>\$6,149,000</u>	<u>\$952,321</u>	<u>\$7,101,321</u>

Debt service requirements of the Sales Tax Bonds, Series 2016B are as follows:

Fiscal Year Ending	Principal	Interest	Total
2026	\$ 474,000	\$ 146,766	\$ 620,766
2027	487,000	135,011	622,011
2028	499,000	122,934	621,934
2029	509,000	110,558	619,558
2030	525,000	97,935	622,935
2031-2035	2,819,000	288,102	3,107,102
2036	605,000	15,004	620,004
	<u>\$5,918,000</u>	<u>\$916,310</u>	<u>\$6,834,310</u>

Debt service requirements of the Sales Tax Bonds, Series 2021 are as follows:

Fiscal Year Ending	Principal	Interest	Total
2026	\$ 1,082,000	\$ 209,712	\$ 1,291,712
2027	1,099,000	191,283	1,290,283
2028	1,118,000	172,549	1,290,549
2029	1,137,000	153,494	1,290,494
2030	1,155,000	134,127	1,289,127
2031-2035	6,080,000	368,437	6,448,437
2036	1,279,000	10,808	1,289,808
	<u>\$12,950,000</u>	<u>\$1,240,410</u>	<u>\$14,190,410</u>

DEBT INFORMATION

Debt Outstanding—Proprietary Fund Types:	Amount as of October 1, 2025
Water Treatment Expansion Planning Loan – 2022 State Revolving Fund Loan \$1,058,360; due in semi-annual principal and interest installments of \$27,185 through August 15, 2042; Interest at 0.145%	901,233
Water Treatment Expansion Design Loan – 2023 State Revolving Fund Loan \$3,599,500; due in semi-annual principal and interest installments of \$197,066 through August 15, 2035; Interest at 1.760%	3,599,500
Water Treatment Expansion Construction Loan – 2024 State Revolving Fund Loan \$26,674,257; due in semi-annual principal and interest installments of \$800,122 through November 15, 2048; Interest at 1.640%	27,191,733
Water and Wastewater Revenue Bonds, Series 2025 \$70,635,000; due in semi-annual principal and interest installments \$1,949,206 to \$4,439,594 through September 30, 2054; All-in True Interest Cost at 4.9766%	70,635,000
Total Outstanding—Proprietary Fund Types	<u>\$102,327,466</u>

DEBT OUTSTANDING— ENTERPRISE FUND TYPES:Utility Fund

Debt service requirements of the Utility Fund are as follows:

Fiscal Year Ending	Principal	Interest	Total
2026	384,030	3,742,884	4,126,914
2027	990,053	3,736,862	4,726,915
2028	1,196,181	3,700,733	4,896,914
2029	1,851,447	4,095,712	5,947,159
2030	1,891,874	4,055,783	5,947,657
2031-2035	10,290,880	19,638,405	29,929,285
2036-2040	13,412,757	18,127,120	31,539,877
2041-2045	16,304,336	15,647,120	31,951,456
2046-2050	24,705,908	12,235,638	36,941,546
2051-2054	31,300,000	4,213,037	35,513,037
	\$102,327,466	\$89,193,294	\$191,520,760

DEBT OUTSTANDING—PROPRIETARY FUND TYPES:

Utility Fund

Debt service requirements of the 2022 State Revolving Fund Planning Loan are as follows:

Fiscal Year Ending	Principal	Interest	Total
2026	51,794	2,576	54,370
2027	51,944	2,426	54,370
2028	52,095	2,275	54,370
2029	52,246	2,124	54,370
2030	52,397	1,972	54,369
2031-2035	264,277	7,571	271,848
2036-2040	268,134	3,714	271,848
2041-2044	108,346	393	108,739
	\$901,233	\$23,051	\$924,284

Debt service requirements of the 2023 State Revolving Fund Design Loan are as follows:

Fiscal Year Ending	Principal	Interest	Total
2026	332,236	61,896	394,132
2027	338,109	56,023	394,132
2028	344,086	50,046	394,132
2029	350,169	43,963	394,132
2030	356,359	37,773	394,132
2031-2035	1,878,541	92,118	1,970,659
	\$3,599,500	\$341,819	\$3,941,319

Debt service requirements of the 2024 State Revolving Fund Construction Loan are as follows:

Fiscal Year Ending	Principal	Interest	Total
2029	1,159,032	441,212	1,600,244
2030	1,178,118	422,126	1,600,244
2031-2035	6,188,062	1,813,155	8,001,217
2036-2040	6,714,623	1,286,594	8,002,217
2041-2045	7,285,990	715,227	8,001,217
2046-2049	4,665,908	134,823	4,800,731
	<u>\$27,191,733</u>	<u>\$4,813,137</u>	<u>\$32,004,870</u>

Debt service requirements of the 2025 Water & Wastewater Revenue Bonds, Series 2025 are as follows:

Fiscal Year Ending	Principal	Interest	Total
2026	0	3,678,412	3,678,412
2027	600,000	3,678,413	4,278,413
2028	800,000	3,648,412	4,448,412
2029	290,000	3,608,413	3,898,413
2030	305,000	3,593,912	3,898,912
2030-2034	1,960,000	17,725,561	19,685,561
2035-2039	6,430,000	16,836,812	23,266,812
2040-2044	8,910,000	14,931,500	23,841,500
2045-2049	20,040,000	12,100,815	32,140,815
2050-2054	31,300,000	4,213,037	35,513,037
	<u>\$70,635,000</u>	<u>\$84,015,287</u>	<u>\$154,650,287</u>

SUPPLEMENTAL INFORMATION

PERSONNEL AUTHORIZATIONS

—

FULL TIME EQUIVALENT EMPLOYEES PER THOUSAND

—

GENERAL FUND UNRESERVED FUND BAL- ANCE HISTORY

—

AD VALOREM REVENUE HISTORICAL COMPARISON

—

TAXABLE VALUE AND MILLAGE HISTORICAL COMPARISON



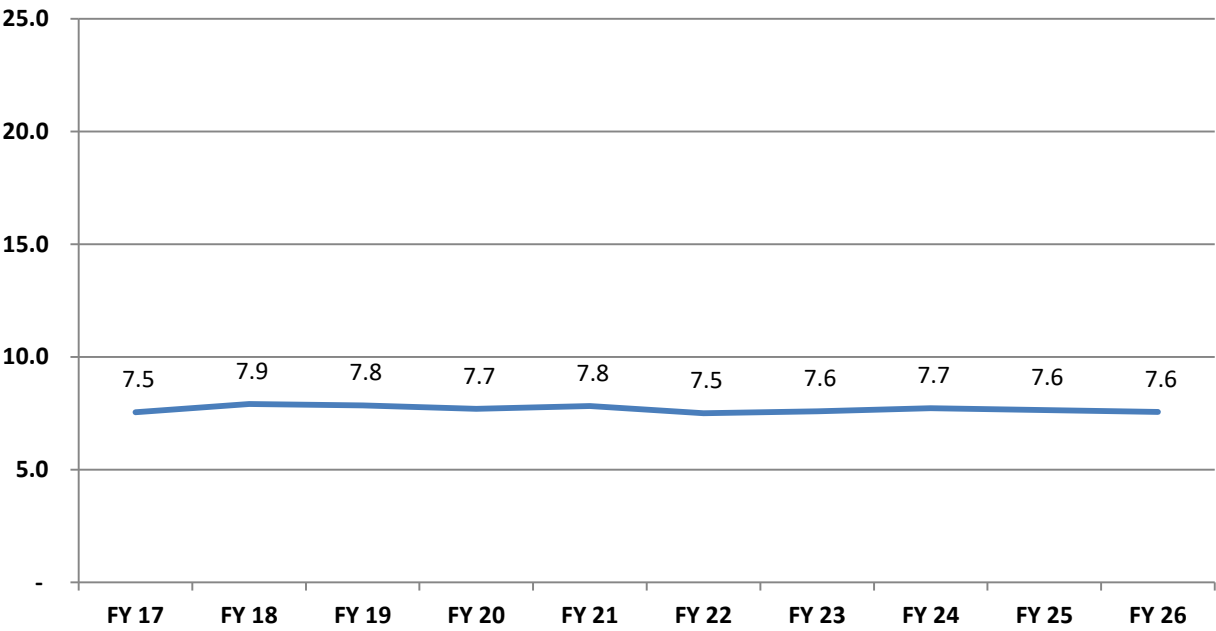
WINTER GARDEN

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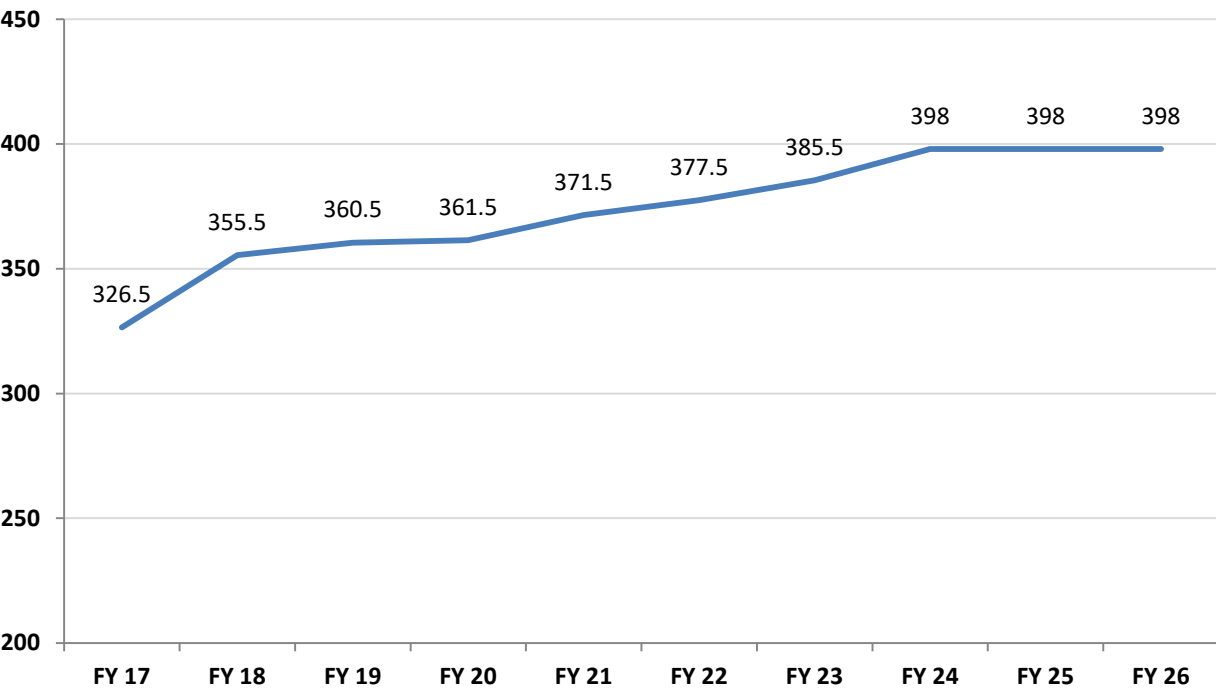
CITY OF WINTER GARDEN
Proposed FULL TIME EQUIVALENT
FISCAL YEAR 2025-2026

DEPARTMENT	FY 2023	FY 2024	FY 2025	Proposed FY 2026
GENERAL GOVERNMENT				
City Commission	5	5	5	5
Executive	3.5	3	3	3
Economic Development	2	4	4	4
City Clerk	3	3	3	3
Finance	10	10	10	10
Information Systems	6	5	5	5
ADMINISTRATIVE SERVICES				
Human Resources	5	6	6	6
Facilities Management	8	8	8	8
Fleet Management	9	9	9	9
TOTAL GENERAL GOVERNMENT	51.5	53	53	53
PUBLIC SAFETY				
Police - sworn	98	99	99	99
Police - non-sworn	37	37	37	37
Police - non-sworn part-time	14	14	14	14
Fire	65	73	73	73
TOTAL PUBLIC SAFETY	214	223	223	223
COMMUNITY DEVELOPMENT				
Building - Inspection	8	8	8	8
Building - Code Enforcement	3	3	3	3
Planning - Administration	6	6	6	6
Building - Administration	5	5	5	5
TOTAL COMMUNITY DEVELOPMENT	22	22	22	22
PUBLIC SERVICES				
Administration	4	4	4	4
Streets	3	3	3	3
Cemetery	1	1	1	1
Sanitation	18	18	18	18
Stormwater	2	2	2	2
Environmental Services	2	2	2	2
Water	5	5	5	5
Wastewater	7	7	7	7
Distribution	14	14	14	14
Collection	15	15	15	15
TOTAL PUBLIC WORKS AND UTILITIES	71	71	71	71
ENGINEERING	5	6	6	6
PARKS and RECREATION				
Recreation	8	8	8	8
Parks	17	18	18	18
TOTAL PARKS/RECREATION	25	26	26	26
TOTAL PUBLIC SERVICES	101	103	103	103
TRAILER CITY	2	2	2	2
	293			
TOTALS (less Commission)	385.5	398	398	398

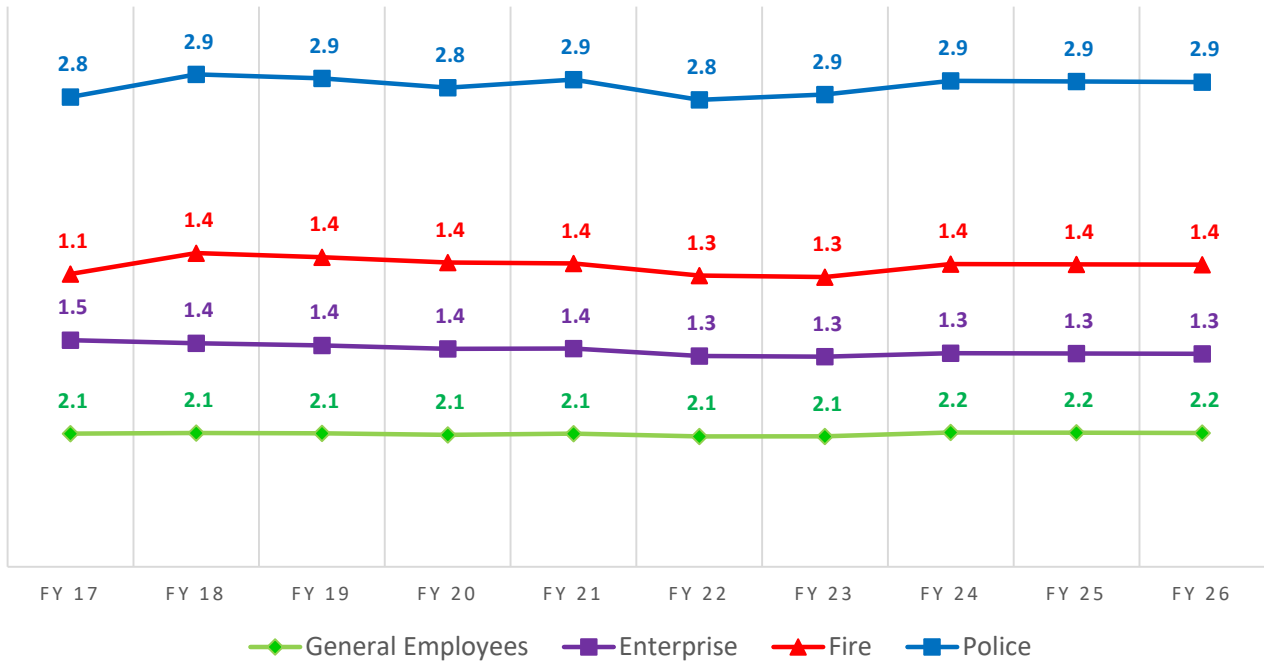
CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
FULL-TIME EQUIVALENT EMPLOYEES PER 1,000 POPULATION



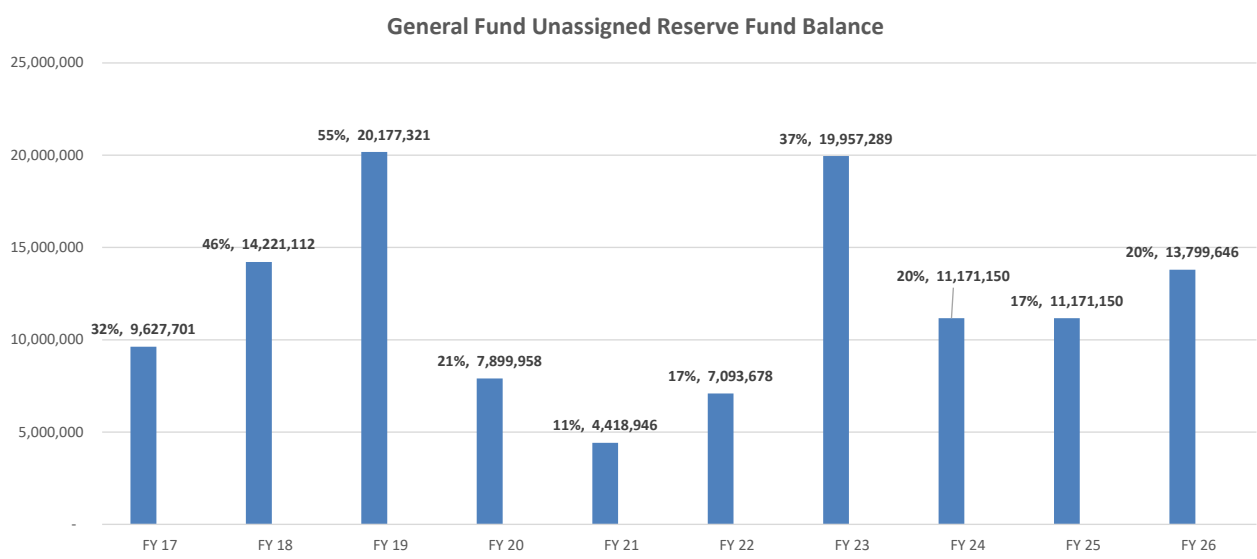
FULL-TIME EQUIVALENT EMPLOYEES



FULLTIME EMPLOYEES PER 1,000 CITIZENS

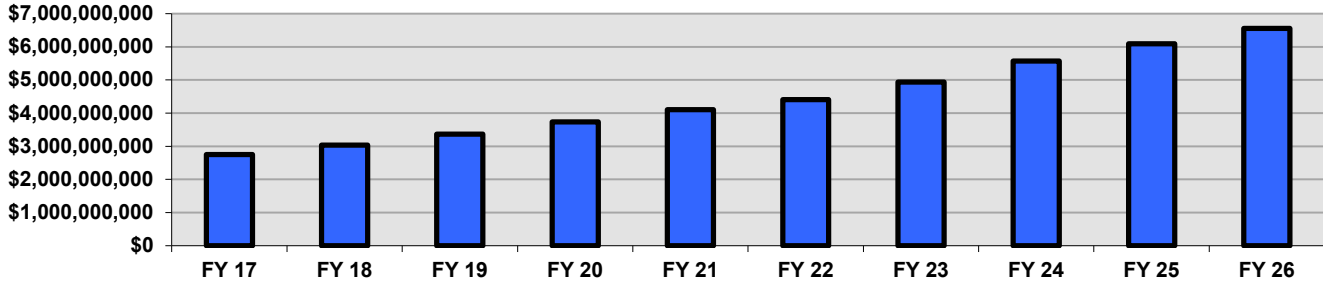


**CITY OF WINTER GARDEN
FY 2025/2026 BUDGET
GENERAL FUND UNRESERVED/UNASSIGNED FUND BALANCE TREND**

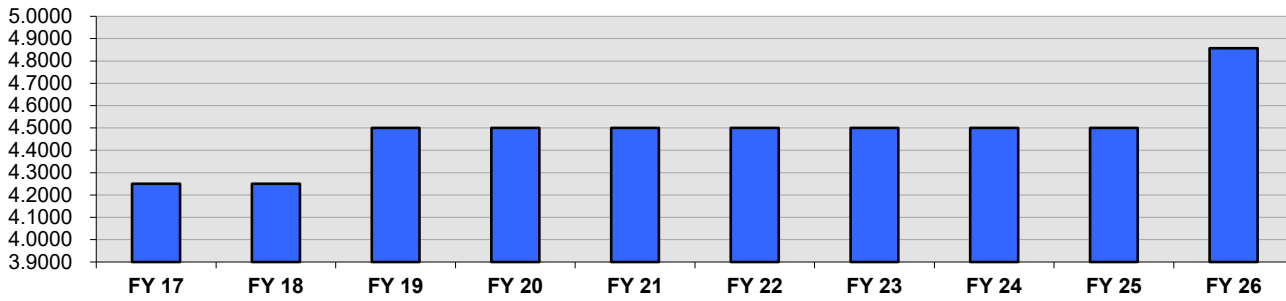


**CITY OF WINTER GARDEN
AD VALOREM TAXES**

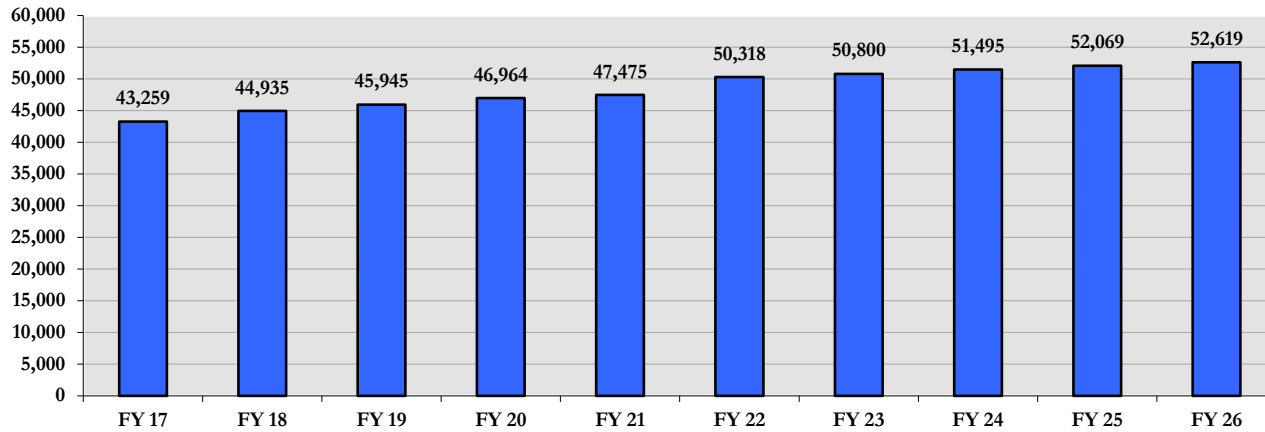
TOTAL ASSESSED VALUATION



MILLAGE RATE



WINTER GARDEN POPULATION





WINTER GARDEN

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GLOSSARY OF TERMS

Glossary of Terms



WINTER GARDEN

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GLOSSARY

AD VALOREM TAX: A tax levied on the assessed value of real and personal property (also known as “property tax”).

ADOPTED BUDGET: The proposed budget as formally approved by the City Commission.

AGENCY FUND: A type of fund used to account for assets held by the City in a trustee capacity or as an agent for individuals, private organizations, other governments, and/or other funds.

APPROPRIATION: A specific amount of money set apart by the City Commission for the purchase of goods and services.

ASSESSED PROPERTY VALUE: A valuation set upon real estate or personal property by the County Property Appraiser as a basis for levying taxes.

BALANCED BUDGET: A budget in which budgeted revenues equal budgeted expenditures/expenses.

BOND: A written promise to pay a specified sum of money (face value or principal), at a specified date in the future (maturity date), together with interest at a specified rate.

BUDGET: A fiscal plan of programs, services, and construction projects expected to be carried out, funded within available revenues, and designated within a specific period of time, usually 12 months.

CAPITAL EQUIPMENT: Equipment with a value in excess of \$1,000 and an expected life of more than two years such as automobiles, computers, and furniture.

CAPITAL IMPROVEMENT: A physical asset, constructed or purchased, that has a minimum useful life of three years.

CAPITAL IMPROVEMENT BUDGET: A budget including those approved capital improvement projects contained in the first year of the five-year Capital Improvement Program.

CAPITAL IMPROVEMENTS ELEMENT: That portion of the Capital Improvement Program which is necessary to meet the requirements of the Growth Management Act.

CAPITAL IMPROVEMENT PROGRAM (CIP): A comprehensive long-range schedule of approved capital improvements indicating priority in terms of need and ability to finance. The program covers a five-year period, the first year of which is adopted as the Capital Improvement Budget.

CONTINGENCY: Money that has been set aside to cover unplanned expenditures.

DEBT SERVICE: The payment of principal and interest on borrowed funds.

DEBT SERVICE FUND: Used to account for the accumulation of resources for, and the payment of, debt service.

DEPARTMENT: An organizational unit responsible for carrying out a major governmental function, such as Police or Public Works.

ENTERPRISE FUND: A type of fund used to account for operations that are financed and operated in a manner similar to private business enterprises; i.e., where charges for services are intended to cover the cost of providing the service.

EXPENDITURE: Transactions and events that decrease the amount of net spendable resources in a governmental fund.

FIDUCIARY FUND: A type of fund in which the government acts as a trustee or agent on behalf of another party. An example is pension funds.

FISCAL YEAR (FY): Any consecutive 12-month period designated as a budget year. The City's budget year begins October 1, and ends September 30 of the following calendar year.

FRANCHISE FEE: A fee paid by public service businesses for use of City streets, rights-of-way, and property in providing their services. Services requiring franchises include electric, telephone, natural gas, water, cable television, and roll-off service.

FUND: An accounting structure which isolates specific revenues and appropriations for a designated purpose, such as the General Fund or the Capital Project Fund.

FUND BALANCE: The excess of assets over liabilities. A positive ending fund balance from one fiscal year can be utilized as a resource for the following year's activities. A negative fund balance is sometimes referred to as a deficit.

GENERAL FUND: The general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

GRANT: Contributions of cash or other assets to be used for a specified purpose, activity, or facility. Grants may be classified as either categorical or block, depending on the amount of discretion allowed the grantee.

IMPACT FEE: A charge for infrastructure improvements that must be provided to the local government.

INTERFUND TRANSFER: Payment from one fund to another fund primarily for services provided.

INTERGOVERNMENTAL REVENUE: Revenue from other governments in the form of grants, entitlements, shared revenues, or payments in lieu of taxes.

LOCAL OPTION: Voted by local referendum, e.g., Local Option Sales Tax.

MILL: A value equal to \$.001 or \$1.00 per \$1,000. The mill is used to determine property taxes by multiplying the mill rate times the assessed property value.

MILLAGE RATE: The rate established each year by City Commission action which is used in the calculation of property taxes.

MISSION STATEMENT: This statement establishes the basis for the goals of the department by describing in broad terms what the department intends to accomplish during the budget year.

MODIFIED ACCRUAL ACCOUNTING: A basis of accounting in which revenues are recorded when collectable within the current period, and expenditures are recognized when the related liability is incurred.

NON-OPERATING EXPENDITURE: The cost of government services not directly attributable to a specific City program or operation, i.e., debt service obligations and contributions to human service organizations.

NON-OPERATING REVENUE: The income received by the government not directly attributable to providing a service, e.g., interest on cash in banks or investments.

OPERATING BUDGET: A financial plan which presents proposed expenditures for the fiscal year and estimates of revenue to finance them.

OPERATING EXPENSES: Expenses which are directly related to service activities.

OPERATING REVENUES: Revenues which are directly related to service activities, e.g., user charges, fees, or taxes.

PERMANENT FUND: A governmental fund type used to report resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs (i.e., for the benefit of the government or its citizenry).

PROPERTY TAX: A tax levied on the assessed value of real property, i.e., ad valorem tax.

PROPRIETARY FUND: A type of fund which is similar to private sector companies, whereby the focus is on the measurement of net income.

REVENUE: Money received by the City from external sources.

REVENUE BOND: A bond whose principal and interest are payable exclusively from a specific revenue source.

ROLLED-BACK MILLAGE RATE: The millage rate that would generate the same dollar amount of ad valorem tax revenue as was generated in the previous year, exclusive of new construction.

SPECIAL REVENUE FUND: A type of fund used to account for the proceeds of a specified revenue source (other than special assessments or major capital projects) that are legally restricted to expenditures for specified purposes. An example is revenue from the Community Development Block Grant.

TAX INCREMENT FINANCING: A method for providing money to pay for infrastructure related to development in a designated district. The money comes from the increase in property tax above the redevelopment level, and can be used for a predetermined time period.

TAX LEVY: The total revenue amount to be raised by general property taxes for purposes specified in the adopted budget.

TAXABLE VALUE: The assessed value less homestead and other exemptions, if applicable.

TRANSPORTATION IMPACT FEE: A charge based on projected trips that will be generated by development or redevelopment of a property.

UTILITY TAX: A tax levied by the City on the customers of various utilities such as electric, telephone, gas and water. The average rate is 10.0 percent of the sales price of such utility service or commodity.





WINTER
GARDEN



Draft Minutes

City Commission

August 14, 2025, 6:30 p.m.

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

Present:

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

Also Present:

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

1. Approval of Minutes

A. Regular Meeting Minutes – July 24, 2025

Motion By Commissioner Bennett to approve the regular meeting minutes of July 24, 2025, as submitted. Seconded by Commissioner Johnson and carried unanimously 4-0.

2. Presentation

A. Proclamation 25-10: West Orange Healthy Selfie Day – September 19, 2025

Proclaiming West Orange Healthy Selfie Day was read and presented by Mayor Rees and the City Commission. Krista Carter, Director of Healthy West Orange, accepted the proclamation, thanked the City Commission and shared information about related activities.

3. Regular Business

A. **Resolution 25-08:** 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; PROVIDING PURPOSE; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT, RATIFICATION, AND CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION; PROVIDING FOR ADOPTION OF FINAL FIRE ASSESSMENT RATES AND IMPOSITION OF FIRE ASSESSMENTS; PROVIDING FOR EFFECT OF ADOPTION OF FINAL RESOLUTION; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

Commissioner Sharman arrived at this point in the meeting at 6:35 p.m.

City Attorney Kurt Ardaman read Resolution 25-08 by title only. City Manager Jon C. Williams stated that he recommends the City Commission not proceed with the public hearing to impose fire protection and rescue assessment. He noted that the initial resolution was adopted in late June before receiving certified taxable values, state budget adoption, and revenue estimates. He informed them that staff has been working on the operating budget and identified \$4.1 million in reductions, including \$1.19 million in personnel and operating expenses and \$2.2 million in capital expenditure. Mr. Williams noted that the savings were achieved through zero-based budgeting, staff cuts, capital reductions, and a hiring freeze for nonpublic safety positions.

Motion by Commissioner Sharman to cancel and not proceed with the Fire Assessment Fee. Seconded by Commissioner Jones and carried unanimously 5-0.

Mayor Rees clarified that the fire assessment fee will not be implemented, but the discussion on the matter was not cancelled.

B. Recommendation to award contract to Schwenn Services for purchase and installation of rooftop A/C Unit at the Garden Theatre in the amount of \$54,202.90

Facilities Operations Manager David Markland stated that this is a request for purchase and installation of a rooftop A/C unit (RTU)3 by Schwenn Services. He noted that this unit is part of the multi-phase plan to replace the theater's aging air conditioning systems and will service the backstage area, second-floor dressing room, and third-floor practice room. Mr. Markland informed that a small section of the new ductwork will also be installed on the third floor. Staff recommended approval.

Commissioner Jones inquired whether the price from January was acceptable. Mr. Markland responded that he met with the vendor and the price is still valid.

Motion by Commissioner Bennett to award contract to Schwenn Services for purchase and installation of rooftop A/C Unit at the Garden Theatre in the amount of \$54,202.90. Seconded by Commissioner Sharman and carried unanimously 5-0.

C. Recommendation to approve SPECIAL EVENT – Annual Oktoberfest by the Crooked Can Brewery (Plant Street Market) - October 17, 18 and 19, 2025 – with street closure and subject to conditions

Planning Director Kelly Carson stated that Crooked Can is requesting approval for their annual Oktoberfest at Plant Street Market on October 17-19, 2025, with food, beverages, live music and alcohol allowed on closed streets. Staff recommended approval with conditions.

Commissioner Bennett raised concerns about noise levels affecting nearby residents.

Motion by Commissioner Bennett to approve special event - Annual Oktoberfest by the Cooked Can Brewery (Plant Street Market) - October 17, 18 and 19, 2025 with street closure and subject to conditions. Seconded by Commissioner Jones and Sharman simultaneously and carried unanimously 5-0.

D. BOARD APPOINTMENTS: Planning and Zoning Board

Planning Director Kelly Carson informed of a vacancy on the Planning and Zoning Board due to the resignation of a district member. She described the current board composition and recommended an appointment from either District 3 or 4. She informed of an additional application that was distributed to the commissioners.

Motion by Commissioner Sharman to appoint TJ Ryan to the Planning and Zoning Board. Seconded by Commissioner Johnson and carried unanimously 5-0.

4. **Matters From Public**

Gary Miller, 764 Lake Brim Drive, Winter Garden, Florida, thanked City Manager Williams for not moving forward with the fire assessment fee and voiced concerns about short notice, unclear funding, and prioritizing essential services.

George Douglas Laman, 1150 East Plant Street, Winter Garden, Florida, stated he is a long - time Winter Garden business owner, and supports dedicated funding sources for fire and police to attract top talent. He acknowledged rising costs, suggested fair alternatives, and praised the city's fiscal responsibility and commissioners' service.

Stasha Boyd, 541 N. Boyd Street, Winter Garden, Florida, stated that the previous meeting didn't fully acknowledge the challenges residents face with rising costs, highlighted seniors on fixed incomes struggling with basic needs like air conditioning and encouraged the city to stay attentive to supporting vulnerable populations and addressing homelessness.

Alan Bruun, stated that he, along with Fernando Varela and GG Cook, proposed partnering to operate the Garden Theatre. He emphasized their passion for space and community, their ability to balance profit, nonprofit, and technical production aspects, and belief that they can be strong, collaborative operating partners with the city to revitalize the theatre.

Joan Giovanni, Virginia Drive, Winter Garden, Florida, suggested that instead of asking speakers to share their addresses publicly, the city should use safer methods to verify residency, ensuring residents can speak freely while protecting their privacy.

Daniel Johnson, 206 West Story Road, Winter Garden, Florida stated that he lived at the property for many years without experiencing flooding until recently. He noted that his property backs up to the retention pond, which has held standing water since the last heavy rainfall and does not go away and wanted to bring the issue to the city's attention.

Jerry Hall, 220 West Story Road, Winter Garden, Florida, shared history of inheriting his property and noted new build elevation issues which are causing flooding to the older properties and the efforts to combat further damage. He noted that progress is great, but progress has to include what has already been in Winter Garden and believes that it is an oversight of the City at this point.

City Manager Jon C. Williams noted that the City is aware of the situation and expressed that he has directed staff to remediate the problem and seek recovery from the developer.

Mr. Hall further expounded on the property boundaries and easement and a local retention pond.

Commissioner Bennett noted receiving an unsigned letter regarding this issue, which she brought to the City Manager's attention. Mr. Hall thanked her and noted that he would forward additional information.

Kim Hall, spoke on behalf of her husband and cousin (206 West Story Road), noting the situation has caused significant family stress.

Ken Brown, 432 New Hearth Circle, Winter Garden, Florida, thanked city staff for installing stop signs at New Hearth Boulevard. He also voiced frustration with the poor condition of CenturyLink's buildings and advocated for their maintenance. Additionally, he highlighted a flooding issue addressed by ordinance in Crystal River restricting new buildings to their existing footprints and prohibiting the raising of elevations with fill. His closing remarks addressed management of community growth, new residents, and the electing of officials.

Sarah Wolfe, 221 N. Boyd Street, Winter Garden, Florida, announced that the Governor of Florida cancelled the 2050 growth development of Orange County. She noted that the local municipalities do not always have the ability to make the final decision regarding growth in our communities.

Maurice Arbelaez, 331 Courtlea Park Drive, Winter Garden, Florida, addressed concerns regarding speed bumps in the community, speeders, and the need for additional speed bumps closer to the subdivision entrance.

5. Matters From City Attorney – There were no items

6. Matters From City Manager

City Manager Jon C. Williams thanked Lauren Jose and staff for their work in preparing and presenting during the community engagement meeting, developing the budget, and incorporating resident input. Mr. Williams noted the need to find cost savings, review fees,

and consider adjustments to achieve financial goals. He addressed comments regarding special events, stating that he recommends canceling Halloween Fest, noting it was initiated during COVID and was never intended to be permanent.

Commissioner Sharman suggested a future workshop to review events and determine which to continue.

Motion by Commissioner Sharman to cancel Halloween Fest. Seconded by Commissioner Johnson and carried unanimously 5-0

7. Matters From Mayor and Commissioners

Commissioner Sharman thanked the citizens for attending the meeting and noted that the City of Winter Garden listens to its constituents. He acknowledged City staff and their efforts to balance the budget and voiced appreciation for everything they do, but again, noted that we listen to our constituents.

Commissioner Johnson thanked staff for the hard work that they continue to do day in and day out. She thanked the Police and Firefighters. Commissioner Johnson thanked the residents and said that the City Commission was listening to them.

Commissioner Illiana R. Jones thanked staff for the work on items for tonight's discussion. She voiced appreciation to the Police and Fire Departments for their hard work. She thanked the residents attending the meeting for their participation, voiced thoughts and opinions. She expressed that the City Commission does hear them.

Commissioner Lisa L. Bennett said she echoed all the City Commissioner's comments.

Mayor Rees commented on the staff and the City Commission doing a good job of going through the City's budget. He spoke of the millage rate staying the same since 2018, the inflation rate and cost increases, and staff's battle to review and maintain the budget. Mayor Rees noted that items that are important to one may not be important to another and the difficulty staff and the City Commission face in the collection of this data and trying to do what is in the best interest of the citizens of Winter Garden and particularly our families.

8. Adjourn

The meeting adjourned at 7:12 p.m.

ATTEST:

APPROVED:

Assistant City Clerk Ronisha Martin

Mayor John Rees

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager Jon C. Williams

Date: August 19, 2025

Meeting Date: August 28, 2025

Subject: Memorandum of Understanding and Amendment 2 Revenue Agreement Time Extension between the City of Winter Garden and St. Johns River Water Management District for the Final Design and Permitting of the Lake Apopka Newton Park Access Channel/Habitat Dredging and Material Placement.

Issue:

At the January 12, 2023 City Commission meeting, the Board approved a Revenue Agreement between the City of Winter Garden and St. Johns River Water Management District for the Lake Apopka Newton Park Access Channel/Habitat Dredging and Material Placement project and at the June 24, 2024 City Commission meeting an extension was approved. Both parties now wish to extend the agreement with Amendment 2 until September 30, 2026. In addition to this extension, both parties agree to enter a Memorandum of Understanding that the District will apply to be the responsible permittee on the project and hold the permit until the City/District has found 100% of the funding for the project, at which time the District will transfer the permit to Winter Garden.

This MOU does not obligate either party to construct the project.

Recommended Action:

Staff requests the board approve the Memorandum of Understanding and Amendment to the Revenue Agreement Time Extension between the City of Winter Garden and St. Johns River Water Management District for the Final Design and Permitting of the Lake Apopka Newton Park Access Channel/Habitat Dredging and Material Placement.

Attachment(s)/References:

Revenue Agreement
Amendment 1 - Revenue Agreement
Amendment 2 – Revenue Agreement
Memorandum of Understanding

**REVENUE AGREEMENT
BY AND BETWEEN
THE CITY OF WINTER GARDEN
AND
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FOR THE FINAL DESIGN AND PERMITTING OF THE LAKE APOPKA NEWTON PARK ACCESS
CHANNEL/HABITAT DREDGING AND MATERIAL PLACEMENT**

THIS AGREEMENT (“Agreement”) is entered into by and between THE CITY OF WINTER GARDEN, a Florida municipal corporation (the “City”), whose address is 300 W Plant Street, Winter Garden, FL 34787 and the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the mutual benefits to be derived here from, the City and the District do hereby agree as follows.

1. **TERM.** The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until September 30, 2024 (“Completion Date”). The District shall not commence the work as described in the Statement of Work (the “Project”), Attachment A, until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. The Project should be finally completed on or before the Completion Date. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
2. **DELIVERABLES.** The District shall fully implement and complete the Project, including, procurement, design, and permitting. The District is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials of the Project shall be of good quality. Unless otherwise specifically provided for herein, the District shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The City’s Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects upon reasonable notification by the District. Once a specific Project schedule has been determined, the District will provide the City’s Project Manager with a copy of the same. Upon satisfactory completion of the Project, the City will provide the District a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by the District shall constitute a release in full of all claims against the City arising from or by reason of this Agreement.
3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the City does not assert an ownership interest in any of the deliverables under this Agreement.
4. **AMOUNT OF FUNDING.** For satisfactory completion of the Project, the City shall pay the District one hundred thousand dollars (\$100,000) towards the total cost of the Project (“City’s Contribution”). The City’s Contribution shall be the City’s maximum monetary liability under this Agreement and concerning the Project.
5. **PAYMENT OF INVOICES**

(a) The District shall submit an invoice for the City’s Contribution based on the completion of the Project by one of the following two methods: (1) by mail to the City of Winter Garden, Attention City Engineer, 300 W Plant Street, Winter Garden, FL 34787, or (2) by e-mail to City Engineer, Jim Monahan at jmonahan1@cwgd.com AND Finance Director, Laura Zielonka at lzielonka@cwgd.com. The invoice shall be

submitted in detail sufficient for proper pre-audit and post-audit review. The City shall reimburse the District one-hundred percent (100%) of the total approved expenses. If necessary for audit purposes, the District shall provide additional supporting information as required to document invoices.

- (b) **Final Invoice.** The final invoice by the District to the City for the City's Contribution must be submitted no later than 60 days after the Completion Date, or the actual final completion of the Project, whichever occurs first in time.
- (c) This is subject to the City's invoice requirements. All invoices shall include the following information: (1) City's contract number 23-002; (2) City's name and address (include remit address, if necessary); (3) District's invoice number and date of invoice; (4) City's Project Manager; (5) District's Project Manager; (6) City project name; (7) supporting documentation as to cost and/or Project completion (as per the Statement of Work) including dates of service. Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability from the City. Should the Project funding be revoked by the City, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify the District and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. In such event, the District shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

CITY
Jim Monahan
City of Winter Garden
300 W Plant Street
Winter Garden, FL 34787
Phone: 407-656-4111
E-mail: jmonahan1@cwgd.com

DISTRICT
Robert Day
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Phone: 386-329-4151
E-mail: rday@sjrwmd.com

- (b) The Project Managers shall be responsible for transmitting instructions, receiving information, and communicating decisions regarding all matters pertinent to performance of the Project.

- 9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.** The District shall provide to the City project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by the City's Project Manager and the District's Project Manager, and may include emails, memos, and letters.
- 10. **FORCE MAJEURE.** The District shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of the District: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics or pandemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions.
- 11. **TERMINATION.** If the District materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the City shall provide the District written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. The District shall have sixty (60) days to cure the breach. If the District fails to cure the breach within the sixty (60) day period, the City may issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice.

ADDITIONAL PROVISIONS (Alphabetical)

- 12. **ASSIGNMENT.** The District shall not assign this Agreement, or any monies due hereunder, without the City's prior written consent. The District is solely responsible for fulfilling all work elements in any contracts awarded by The District and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the City and any of the District's contractors or subcontractors.
- 13. **AUDIT; ACCESS TO RECORDS.** The District shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. The District shall keep the records of receipts and expenditures, copies of all reports submitted to the City, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the City shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, the District shall maintain all required records until the audit is completed and all questions are resolved. The District will provide proper facilities for access to and inspection of all required records.
- 14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., the District shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- 15. **DISPUTE RESOLUTION.** Each party to this Agreement has the duty to seek clarification and resolution of any issue, discrepancy, misunderstanding, or dispute arising from questions concerning interpretation or acceptable fulfillment of the Project under this Agreement by the parties. If not

resolved by the Project Managers, such requests shall be forwarded to the District's Executive Director and the City's City Manager for resolution. If such process does not result in a resolution, litigation may be filed in a court of competent jurisdiction in and for Orange County, Florida.

16. **GOVERNING LAW, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement, each party shall bear its own attorney's fees, including appeals and for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
17. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. The District is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished.
18. **INTEREST OF RECIPIENT.** City certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of City to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
19. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, District agrees that funds received from the City under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
20. **PERMITS.** The District shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. The District shall obtain any and all governmental permits necessary to implement the Project.
21. **PUBLIC ENTITY CRIME.**
22. **PUBLIC RECORDS.** Records of the District and the City that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If the District receives a public records request, the District shall promptly notify the City's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

IN WITNESS WHEREOF, the Parties are signing this Agreement on the dates below each signature, the last of which is the Effective Date. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

CITY OF WINTER GARDEN, a Florida municipal
corporation

ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT

By: _____
Jon C. Williams, City Manager

By: _____
Michael A. Register, P.E., Executive Director

Date: _____

Date: _____

ATTACHMENTS

Attachment A- Statement of Work

ATTACHMENT A – STATEMENT OF WORK

Final Design and Permitting of Lake Apopka Newton Park Access Channel/Habitat Dredging and Material Placement

I. INTRODUCTION/BACKGROUND

Lake Apopka, the headwaters of the Ocklawaha Chain of Lakes, is the fourth largest lake in Florida (approximately 31,000 acres). The lake is located approximately 15 miles northwest of Orlando. Much of the bottom of Lake Apopka is covered by a consolidated muck layer which is mostly plant matter in origin. Above the consolidated muck layer is an unconsolidated flocculant (UCF) layer made up mostly of dead algae. These muck and flocculant layers are a nuisance to boaters and inhibit recovery efforts for submerged aquatic vegetation (SAV) in the lake. The purpose of this project is to design and permit channel dredging and near shore habitat dredging in the vicinity of the Newton Park boat ramp. Placement of dredge material can be on District owned Lake Apopka North Shore (LANS) property or potentially dewatered and used for an alternative beneficial use. The proposed dredging will also provide a Lake Apopka water quality benefit by removing unconsolidated floc easily resuspended by wave energy. Dredging the channel provides a benefit by removing sediment for boat navigation.

II. OBJECTIVES

The objective of this project is to complete final design and permitting of dredging previously investigated in the *Preliminary Dredging Design, Newton Park, Lake Apopka at Winter Garden, Florida (2013)* and the *Site Placement Area Alternative Analysis and Recommendation (2018)*, Exhibit A, both prepared by Taylor Engineering, Inc. Other tasks will include:

- 1) evaluation of dredge material characteristics, along with risks to wildlife at proposed placement site(s)
- 2) evaluation of the placement site and method proposed in the 2018 conceptual design
- 3) evaluation of alternative local methods of handling and dewatering of dredged material. City of Winter Garden would review proposed locations at an early stage (10% design).

III. SCOPE OF WORK

The scope of work for the services covered under this revenue agreement are outlined below in the task identification section.

IV. TASK IDENTIFICATION

The tasks to be funded by the \$100,000 from the City of Winter Garden include:

1. Designing and permitting dredging at the Newton Park boat ramp, Winter Garden, Florida.
2. Designing and permitting the placement of material on the LANS or alternative disposal/reuse site.

V. TIME FRAMES AND DELIVERABLES

Design and permitting of the project are anticipated to require 24 months.

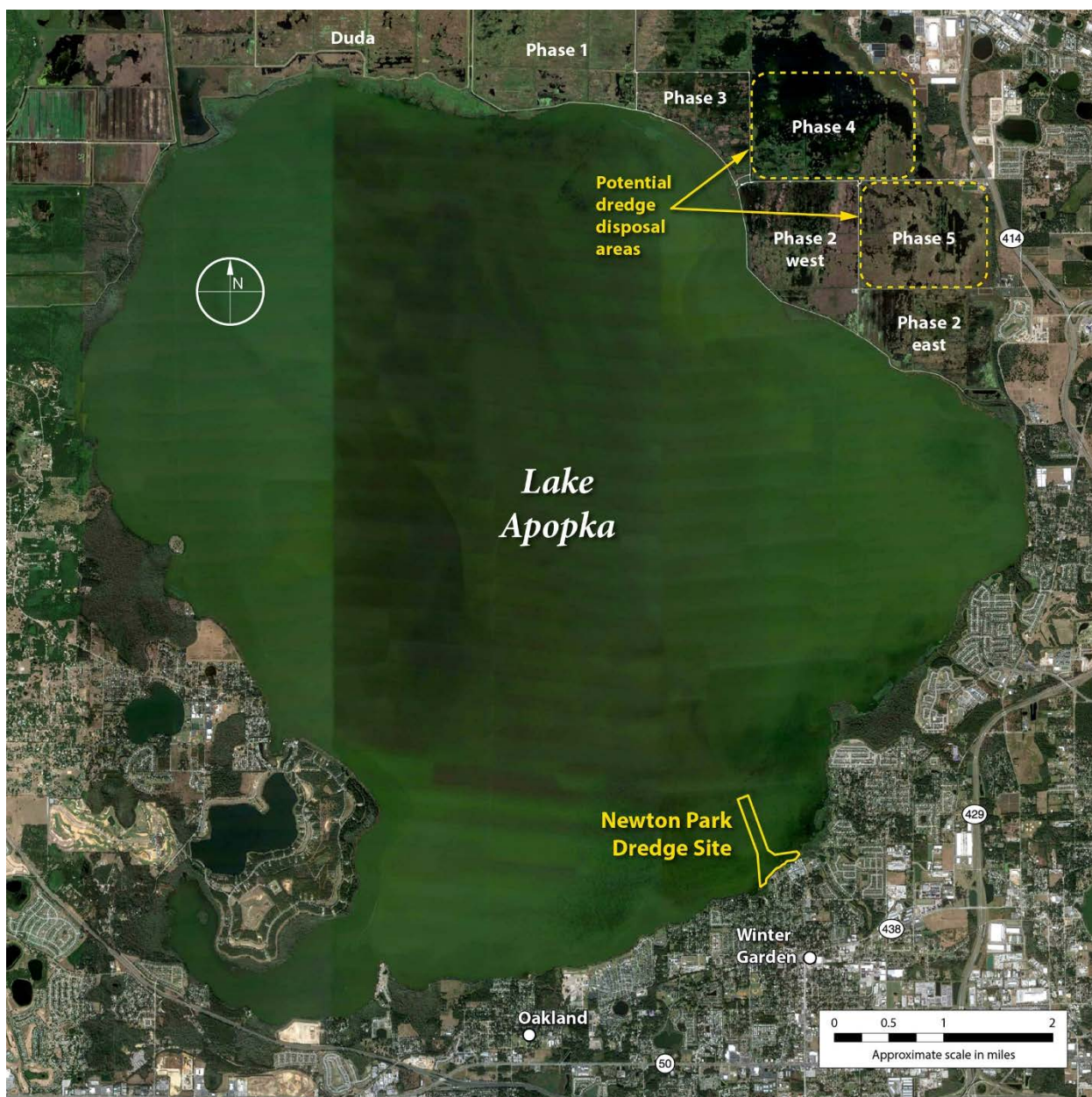


Figure 1.: Newton Park Dredge Site and Potential Dredge Disposal Areas

VI. BUDGET

The contract budget is not to exceed \$100,000. The District shall invoice the City, no more frequently than monthly on a cost reimbursement basis for the Project.

**AMENDMENT 1 TO THE REVENUE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE CITY OF WINTER GARDEN
FOR THE FINAL DESIGN AND PERMITTING OF THE LAKE APOPKA NEWTON PARK
ACCESS CHANNEL/HABITAT DREDGING AND MATERIAL PLACEMENT**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, FL 32177-2571, and THE CITY OF WINTER GARDEN. ("Contractor") whose address is 300 W. Plant Street, Winter Garden, FL 34787, and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 38070 on January 18, 2023, for The Final Design and Permitting of the Lake Apopka Newton Park Access Channel/Habitat Dredging and Material Placement ("Agreement") and the parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. TERM: delete the first sentence and replace with the following sentence:
The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2025 ("Completion Date").
2. PROJECT MANAGEMENT: section (a) DISTRICT only; delete and replace with the following:
Anne Elise Wester
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177
Phone: (386) 643-1987
Email: awester@sjrwmd.com
3. All other terms and conditions of the Agreement, including any prior amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties here to have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: Mary Ellen Winkler
Mary Ellen Winkler, J.D., Assistant Executive Director

Date: July 22, 2024

CITY OF WINTER GARDEN

By: _____

Typed Name and Title

Date: _____

**REVENUE AGREEMENT
BY AND BETWEEN
THE CITY OF WINTER GARDEN
AND
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FOR THE FINAL DESIGN AND PERMITTING OF THE LAKE APOPKA NEWTON PARK ACCESS
CHANNEL/HABITAT DREDGING AND MATERIAL PLACEMENT**

THIS AGREEMENT ("Agreement") is entered into by and between THE CITY OF WINTER GARDEN, a Florida municipal corporation (the "City"), whose address is 300 W Plant Street, Winter Garden, FL 34787 and the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the mutual benefits to be derived here from, the City and the District do hereby agree as follows.

1. **TERM.** The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2024 ("Completion Date"). The District shall not commence the work as described in the Statement of Work (the "Project"), Attachment A, until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. The Project should be finally completed on or before the Completion Date. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
2. **DELIVERABLES.** The District shall fully implement and complete the Project, including, procurement, design, and permitting. The District is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials of the Project shall be of good quality. Unless otherwise specifically provided for herein, the District shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The City's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects upon reasonable notification by the District. Once a specific Project schedule has been determined, the District will provide the City's Project Manager with a copy of the same. Upon satisfactory completion of the Project, the City will provide the District a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by the District shall constitute a release in full of all claims against the City arising from or by reason of this Agreement.
3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the City does not assert an ownership interest in any of the deliverables under this Agreement.
4. **AMOUNT OF FUNDING.** For satisfactory completion of the Project, the City shall pay the District one hundred thousand dollars (\$100,000) towards the total cost of the Project ("City's Contribution"). The City's Contribution shall be the City's maximum monetary liability under this Agreement and concerning the Project.
5. **PAYMENT OF INVOICES**

(a) The District shall submit an invoice for the City's Contribution based on the completion of the Project by one of the following two methods: (1) by mail to the City of Winter Garden, Attention City Engineer, 300 W Plant Street, Winter Garden, FL 34787, or (2) by e-mail to City Engineer, Jim Monahan at jmonahan1@cwgd.com AND Finance Director, Laura Zielonka at lzielonka@cwgd.com. The invoice shall be

submitted in detail sufficient for proper pre-audit and post-audit review. The City shall reimburse the District one-hundred percent (100%) of the total approved expenses. If necessary for audit purposes, the District shall provide additional supporting information as required to document invoices.

- (b) **Final Invoice.** The final invoice by the District to the City for the City's Contribution must be submitted no later than 60 days after the Completion Date, or the actual final completion of the Project, whichever occurs first in time.
- (c) This is subject to the City's invoice requirements. All invoices shall include the following information: (1) City's contract number 23-002; (2) City's name and address (include remit address, if necessary); (3) District's invoice number and date of invoice; (4) City's Project Manager; (5) District's Project Manager; (6) City project name; (7) supporting documentation as to cost and/or Project completion (as per the Statement of Work) including dates of service. Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

- 6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.
- 7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability from the City. Should the Project funding be revoked by the City, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify the District and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. In such event, the District shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
- 8. **PROJECT MANAGEMENT**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

CITY
Jim Monahan
City of Winter Garden
300 W Plant Street
Winter Garden, FL 34787
Phone: 407-656-4111
E-mail: jmonahan1@cwgd.com

DISTRICT
Robert Day
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Phone: 386-329-4151
E-mail: rday@sjrwmd.com

(b) The Project Managers shall be responsible for transmitting instructions, receiving information, and communicating decisions regarding all matters pertinent to performance of the Project.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.** The District shall provide to the City project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by the City's Project Manager and the District's Project Manager, and may include emails, memos, and letters.
10. **FORCE MAJEURE.** The District shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of the District: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics or pandemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions.
11. **TERMINATION.** If the District materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the City shall provide the District written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. The District shall have sixty (60) days to cure the breach. If the District fails to cure the breach within the sixty (60) day period, the City may issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice.

ADDITIONAL PROVISIONS (Alphabetical)

12. **ASSIGNMENT.** The District shall not assign this Agreement, or any monies due hereunder, without the City's prior written consent. The District is solely responsible for fulfilling all work elements in any contracts awarded by The District and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the City and any of the District's contractors or subcontractors.
13. **AUDIT; ACCESS TO RECORDS.** The District shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. The District shall keep the records of receipts and expenditures, copies of all reports submitted to the City, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the City shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, the District shall maintain all required records until the audit is completed and all questions are resolved. The District will provide proper facilities for access to and inspection of all required records.
14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., the District shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. **DISPUTE RESOLUTION.** Each party to this Agreement has the duty to seek clarification and resolution of any issue, discrepancy, misunderstanding, or dispute arising from questions concerning interpretation or acceptable fulfillment of the Project under this Agreement by the parties. If not

resolved by the Project Managers, such requests shall be forwarded to the District's Executive Director and the City's City Manager for resolution. If such process does not result in a resolution, litigation may be filed in a court of competent jurisdiction in and for Orange County, Florida.

16. **GOVERNING LAW, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement, each party shall bear its own attorney's fees, including appeals and for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
17. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. The District is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished.
18. **INTEREST OF RECIPIENT.** City certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of City to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
19. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, District agrees that funds received from the City under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
20. **PERMITS.** The District shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. The District shall obtain any and all governmental permits necessary to implement the Project.
21. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, 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 s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
22. **PUBLIC RECORDS.** Records of the District and the City that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If the District receives a public records request, the District shall promptly notify the City's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

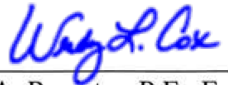
IN WITNESS WHEREOF, the Parties are signing this Agreement on the dates below each signature, the last of which is the Effective Date. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

CITY OF WINTER GARDEN, a Florida municipal corporation

By: 
Jon C. Williams, City Manager

Date: 1/12/2023

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: 
Michael A. Register, P.E., Executive Director

Date: 1/18/23

ATTACHMENTS

Attachment A- Statement of Work

ATTACHMENT A – STATEMENT OF WORK

Final Design and Permitting of Lake Apopka Newton Park Access Channel/Habitat Dredging and Material Placement

I. INTRODUCTION/BACKGROUND

Lake Apopka, the headwaters of the Ocklawaha Chain of Lakes, is the fourth largest lake in Florida (approximately 31,000 acres). The lake is located approximately 15 miles northwest of Orlando. Much of the bottom of Lake Apopka is covered by a consolidated muck layer which is mostly plant matter in origin. Above the consolidated muck layer is an unconsolidated flocculant (UCF) layer made up mostly of dead algae. These muck and flocculant layers are a nuisance to boaters and inhibit recovery efforts for submerged aquatic vegetation (SAV) in the lake. The purpose of this project is to design and permit channel dredging and near shore habitat dredging in the vicinity of the Newton Park boat ramp. Placement of dredge material can be on District owned Lake Apopka North Shore (LANS) property or potentially dewatered and used for an alternative beneficial use. The proposed dredging will also provide a Lake Apopka water quality benefit by removing unconsolidated floc easily resuspended by wave energy. Dredging the channel provides a benefit by removing sediment for boat navigation.

II. OBJECTIVES

The objective of this project is to complete final design and permitting of dredging previously investigated in the *Preliminary Dredging Design, Newton Park, Lake Apopka at Winter Garden, Florida (2013)* and the *Site Placement Area Alternative Analysis and Recommendation (2018)*, Exhibit A, both prepared by Taylor Engineering, Inc. Other tasks will include:

- 1) evaluation of dredge material characteristics, along with risks to wildlife at proposed placement site(s)
- 2) evaluation of the placement site and method proposed in the 2018 conceptual design
- 3) evaluation of alternative local methods of handling and dewatering of dredged material. City of Winter Garden would review proposed locations at an early stage (10% design).

III. SCOPE OF WORK

The scope of work for the services covered under this revenue agreement are outlined below in the task identification section.

IV. TASK IDENTIFICATION

The tasks to be funded by the \$100,000 from the City of Winter Garden include:

1. Designing and permitting dredging at the Newton Park boat ramp, Winter Garden, Florida.
2. Designing and permitting the placement of material on the LANS or alternative disposal/reuse site.

V. TIME FRAMES AND DELIVERABLES

Design and permitting of the project are anticipated to require 24 months.

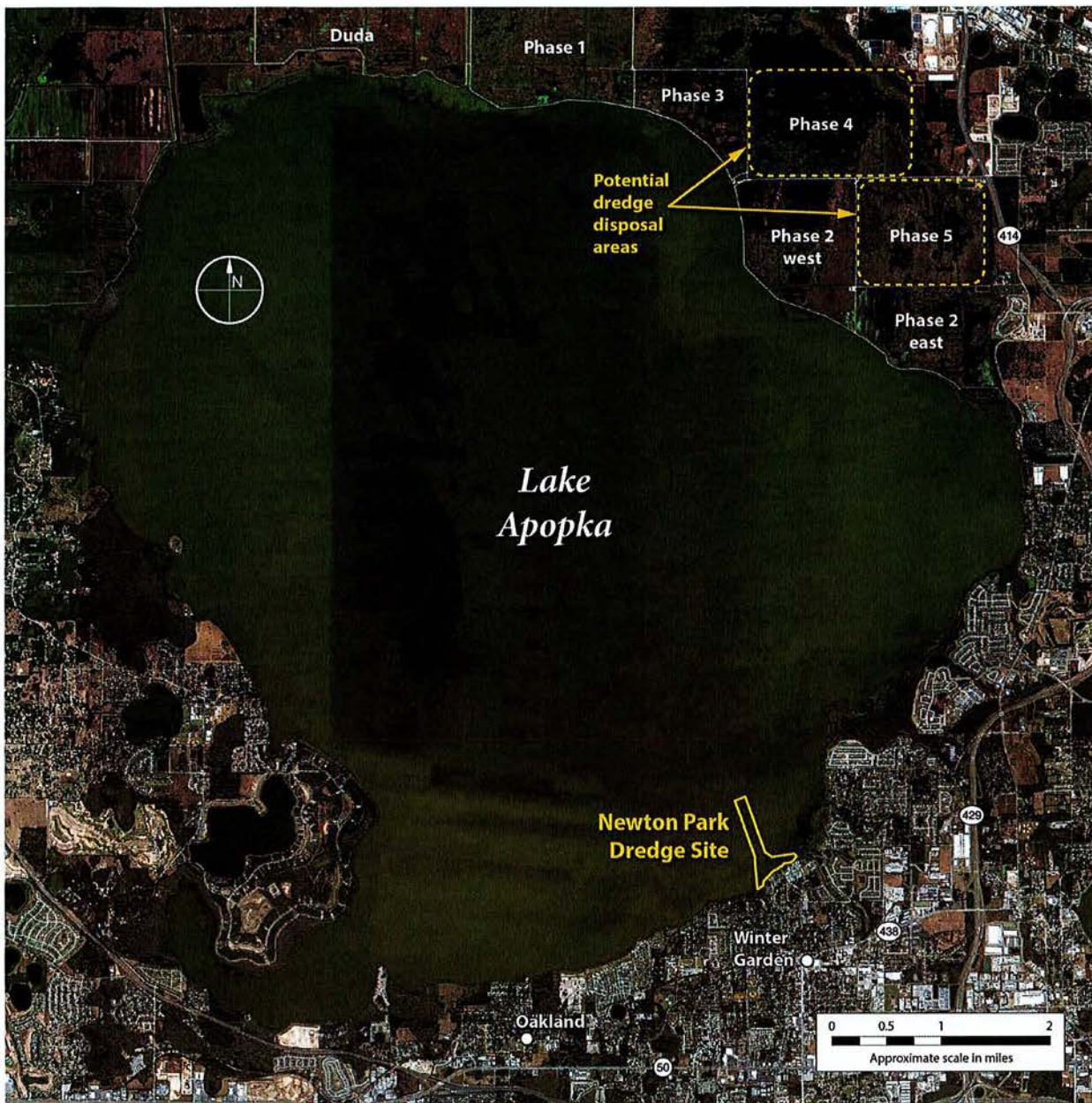


Figure 1.: Newton Park Dredge Site and Potential Dredge Disposal Areas

VI. BUDGET

The contract budget is not to exceed \$100,000. The District shall invoice the City, no more frequently than monthly on a cost reimbursement basis for the Project.

**AMENDMENT 2 TO THE REVENUE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE CITY OF WINTER GARDEN
FOR THE FINAL DESIGN AND PERMITTING OF THE LAKE APOPKA NEWTON PARK
ACCESS CHANNEL/HABITAT DREDGING AND MATERIAL PLACEMENT**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose mailing address is 4049 Reid Street, Palatka, FL 32177-2571, and THE CITY OF WINTER GARDEN. (“Contractor”) whose address is 300 W. Plant Street, Winter Garden, FL 34787, and is effective on the date the last party has executed same. The above-referenced parties may be referred collectively herein as the “Parties.”

PREMISES:

WHEREAS, the Parties entered into Agreement No. 38070 on January 18, 2023, for The Final Design and Permitting of the Lake Apopka Newton Park Access Channel/Habitat Dredging and Material Placement (“Agreement”);

WHEREAS, the Parties entered into the First Amendment to the Agreement on August 8, 2024 (together the Agreement as amended by the First Amendment, herein after the “Amended Agreement”); and

WHEREAS, the Parties desire to further amend the Amended Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Amended Agreement as follows:

1. TERM: delete the first sentence and replace with the following sentence:
The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until September 30, 2026 (“Completion Date”).
2. PROJECT MANAGEMENT: section (a) DISTRICT only; delete and replace with the following:
Natrevia L. Gradney-Mitchell
St. Johns River Water Management District
2501 S. Binion Road
Apopka, FL 32177
Phone: (407) 659-4839
Email: nlgradne@sjrwmd.com
3. All other terms and conditions of the Agreement, including any prior amendments, are hereby ratified and continue in full force and effect.

[The remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the parties here to have duly executed this amendment on the date set forth below.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND
THE CITY OF WINTER GARDEN FOR THE FINAL DESIGN AND PERMITTING OF
THE LAKE APOPKA NEWTON PARK ACCESS CHANNEL/HABITAT DREDGING
AND MATERIAL PLACEMENT**

This Memorandum of Understanding (“MOU”) is by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”) and the CITY COMMISSION of the CITY OF WINTER GARDEN (the “City”), collectively referred to as the “Parties” and individually as a “Party.”

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Fla. Stat.;

WHEREAS, the City is a municipal corporation of the State of Florida;

WHEREAS, the objective of this project between the District and the City is to dredge material from the channel and near shore habitat in the vicinity of the Newton Park boat ramp near the City and place the material on District lands north of Lake Apopka (the “Project”);

WHEREAS, the District and the City entered into a Revenue Agreement on January 12, 2023, whereby the District committed to completing the procurement, design, and permitting phases of the Project;

WHEREAS, the District procured a consultant, WSP, to complete the design and permitting phase of the Project;

WHEREAS, the design and permitting phase of the Project are still ongoing;

WHEREAS, the Parties agree that this MOU does not modify the obligations outlined in the existing Revenue Agreement and, instead, only clarifies the Parties coordination in the post-design and permitting phase of the Project;

WHEREAS, The District and the City have agreed that the District will apply to be the responsible permittee on Project permits required for the removal of dredge material from the lakebed of Lake Apopka from the following agencies: U.S. Army Corps of Engineers (“USACE”), Florida Department of Environmental Protection (“FDEP”) and Orange County Environmental Protection Department (“OCEPD”);

WHEREAS, neither the District nor the City currently have funding for the construction of the Project;

WHEREAS, the City intends to pursue outside funding for the future construction of the Project;

WHEREAS, the District intends to transfer the permits to the City upon the City's request;

WHEREAS, the City does not intend to begin construction of the Project until outside funding becomes available;

WHEREAS, nothing in this MOU shall be interpreted as a binding obligation for either Party to construct the Project or cooperate as partners in the Project's construction if funding should become available; and

WHEREAS, if the Parties wish to cooperate in the Project's construction, the Parties will memorialize such arrangement in a separate written agreement executed by both Parties.

NOW THEREFORE, for and in consideration of the foregoing premises and mutual understandings of the Parties, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated by reference.
2. **PURPOSE OF THE MOU.** The Parties are entering into this MOU to memorialize the terms and conditions under which they desire to proceed in pursuing the Project.
3. **EFFECTIVE DATE, TERMINATION, AND EXPIRATION:**
 - A. **Effective Date.** This MOU shall become effective the date upon which the last Party to this MOU has dated and executed the same.
 - B. **Termination.** This MOU will terminate:
 - I. If a permit application necessary for the Project's construction is rejected; or
 - II. If it is determined that adverse environmental impacts will result from the construction of the Project and these impacts cannot be resolved to the District's satisfaction.
 - C. **Expiration.** This MOU will expire upon the earliest permit expiration date or September 30, 2031, whichever comes first, unless extended in writing by both parties for a period not to exceed one (1) year per renewal or as modified by the parties.
4. **AUTHORITY TO EXECUTE AGREEMENT:**
 - A. The District enters into this MOU under the authority of § 373.083, Fla. Stat., which authorizes water management district governing boards to enter into agreements with other public agencies to accomplish the directives and goals of Chapter 373, Fla. Stat.

- B. The City enters into this MOU under the authority of § 166.021(1), Fla. Stat., and § 2(b), Art. VIII of the State Constitution, which provides municipalities with the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and to exercise any power for municipal purposes, except when expressly prohibited by law.

5. PERMITS:

- A. District will consent to transfer/share Intellectual Property rights with the City upon the City's request of the permits.
- B. After transfer of the permits, if the City elects to begin construction of the Project, then City is responsible for compliance with all applicable federal, state, and local laws and regulations in implementing the Project, as well as all specific and general conditions outlined in all applicable federal, state, or local permits.

6. PROGRESS REPORTING:

- A. The District and the City may conduct progress meetings on a frequency to be agreed upon by both Parties during the design and permitting phase of the Project. In such event, the District shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Project's design and permitting phase.

7. PROJECT MANAGEMENT PERSONNEL:

- A. The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices submitted via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices submitted via email are deemed delivered on the date transmitted and received.

DISTRICT

Natrevia L. Gradney-Mitchell, Project Manager
St. Johns River Water Management District
2501 S. Binion Road
Apopka, FL 32703
Phone: (407) 659-4839
Email: nlgradne@sjrwmd.com

CITY

Jim Monahan, Project Manager
City of Winter Garden
300 W. Plant Street
Winter Garden, FL 34787
Phone: (407) 656-4111
Email: jmonahan1@cwgd.com

- B. The District's Project Manager shall be solely responsible for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to design and permitting of the Project.

8. DELIVERABLES:

The District shall be fully responsible for the design and permitting phase of the Project and for any data collection necessary for permitting, if required.

9. DISCLAIMER OF THIRD-PARTY BENEFICIARIES:

This MOU is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this MOU, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the Parties, any right, remedy, or claim under or by reason of this MOU or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions contained herein shall inure to the sole benefit of and shall be binding upon the Parties.

10. NON-WAIVER OF REGULATORY POWERS:

Nothing herein shall be construed as a waiver of, or contract with respect to, the regulatory and permitting authority of the District as it now or hereafter exists under applicable laws, rules, and regulations.

11. NON-WAIVER OF SOVEREIGN IMMUNITY:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability, including but not limited to sovereign immunity of the State of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended.

12. PUBLIC RECORDS:

Records of the District and the City that are made or received in the course of performance of the Project may be public records that are subject to the requirements of Chapter 119, Fla. Stat. If the District receives a public records request, the District shall promptly notify the City's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of Chapter 119, Fla. Stat., as amended.

[Intentionally left blank. See next page.]

13. ASSIGNABILITY:

This Agreement may not be assigned in whole or in part without approval of all Parties. Any such assignment or attempted assignment shall be null and void.

14. COUNTERPARTS:

This Agreement may be executed in separate counterparts, which shall not affect its validity.

15. ENTIRE AGREEMENT; AMENDMENTS:

Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

16. SEVERABILITY:

In the event that any provision of this MOU (or any portion thereof) is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this MOU shall not in any way be affected or impaired hereby.

17. GOVERNING LAW, VENUE, ATTORNEYS' FEES, AND WAIVER OF RIGHT TO JURY TRIAL:

This MOU shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this MOU: (1) venue for any state legal proceedings or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to a jury trial.

[Intentionally left blank. See next page.]

IN WITNESS THEREOF, the Parties are signing this Agreement on the dates below each signature, the last of which is the Effective Date.

CITY OF WINTER GARDEN

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: _____
Jon C. Williams, City Manager

By: _____
Michael A. Register, P.E., Executive
Director

Date: _____

Date: _____

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager Jon C. Williams

Date: August 19, 2025

Meeting Date: August 28, 2025

Subject: Approve and authorize the City Manager signing an amendment to the Non-Exclusive Franchise Agreement for Plant Street Recycling, a private recycling company operating in the City of Winter Garden.

Issue:

At the June 12, 2025 City Commission meeting, the Board approved a Non-Exclusive Franchise Indemnity and Hold Harmless Letter of Credit Draw Agreement for Plant Street Recycling, LLC to start collecting recycling material in the City. The company was approved to operate on private roads within gated subdivisions. Since their start, they have been contacted by many citizens outside of gated subdivisions. They have requested that we amend the agreement to allow them to provide services on City streets and not be required to provide a \$50,000.00 bond or letter of credit until they purchase and use larger vehicles/equipment. To help provide this service to the citizens of Winter Garden, staff believes they should be allowed to use trucks with trailers similar to landscaping companies without the need to supply the letter of credit.

Recommended Action:

Staff requests the board approve the Amendment to the Non-Exclusive Franchise Agreement and authorize the City Manager to sign the agreement.

Attachment(s)/References:

First Amendment to Non-Exclusive Franchise Agreement

**FIRST AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR RECYCLABLE MATERIALS COLLECTION**

THIS FIRST AMENDMENT (this "Amendment") is made and entered into effective as of the 6th day of August 2025, by and between the **CITY OF WINTER GARDEN**, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("City"); and **PLANT STREET RECYCLING, LLC**, a Florida limited liability company, whose address is 1415 Marble Crest Way, Winter Garden, Florida 34787 ("Company").

WHEREAS, the City and Company previously entered into a Non-Exclusive Franchise Agreement for Recyclable Materials Collection ("Agreement"); and

WHEREAS, the City and Company desire to amend the letter of credit requirements of the Agreement to delay such requirement until the Company uses commercial vehicles on public streets.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Company agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Amendment. Paragraph 6 of the Agreement is hereby amended as follows (underlined language are additions; ~~stricken through~~ language are deletions).

6. Indemnification. The Company agrees that it will indemnify and hold harmless the City and the City's elected and appointed officials, officers, and employees, against, and assume all liability for, any and all claims, suits, causes of action, damages, attorneys' fees (at both trial and appellate levels with attorneys selected by the City), liabilities, expenditures, or proceedings of any kind arising from or related to any of the Company's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages. In no event shall the City be responsible for the acts or omission of the Company and in no event shall the City have any monetary liability concerning or relating to this Agreement. The Company hereby waives and releases any and all monetary claims against the City and its officials, officers and employees concerning any and all matters arising from or related to this Agreement by the City, including concerning the City's breach of this Agreement. The provisions of this Paragraph relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Company pursuant to this Agreement or otherwise. Nothing in this Agreement is intended as a waiver of the City's sovereign immunity or of any other privilege or defense afforded by law to the City or its officials, officers and employees.

Prior to providing services for customers adjacent to public roads using commercial vehicle(s), the Company shall provide the City with and keep in place during the remainder of the term (including renewal terms) of this Agreement and for ninety days thereafter, a \$50,000 letter of credit and execute an indemnity and hold harmless escrow agreement governing the City's use of the letter of credit to cover the first \$50,000 in damages incurred by the City for which has been indemnified and held harmless under this Agreement. For purposes of this section, "commercial vehicle(s)" shall include any vehicle or equipment with a gross vehicle weight rating (GVWR) exceeding 14,000 lbs, any truck classified as Class 4 or higher under Federal Motor Carrier Safety Administration (FMCSA) guidelines, or any mechanized rear-load, side-load, or similar commercial collection equipment. Company shall notify the City in writing no later than fifteen (15) days prior to deploying any commercial vehicle(s) or equipment in its operations within City limits. Failure to provide timely notice or to obtain the required letter of credit and execute an indemnity and hold harmless escrow agreement shall constitute a material breach of this Agreement. City shall have the right to inspect vehicles and equipment used by Company at any time to ensure compliance with this provision.

3. Except as specifically amended herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

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

"City"

**City of Winter Garden, a Florida
municipal corporation**

Jon C. Williams, City Manager

Attest: Angee Grimmage, City Clerk
Approved by City Commission on
_____, 2025.

"Company"

PLANT STREET RECYCLING, LLC



By: Robert L. Montgomery
Its: Manager

Date: 8/6/2025

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: José P. Gainza, Jr., Fire Chief

Via: Jon Williams, City Manager

Date: August 20, 2025

Meeting Date: August 28, 2025

Subject: Approval and Award of Contract for Construction Services – RFP 25-0001, Fire Station #21.

Issue: The City received four comprehensive proposals in response to RFP 25-0001. Following the evaluation process, MCI – Mulligan Constructors was ranked as the most responsive and responsible proposer and is recommended for contract award.

MCI – Mulligan Constructors

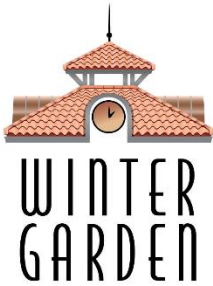
\$6,466,275.42

Recommended Action:

Authorize the City Manager to execute and award the construction services contract for the Fire Station #21 Project, including a 10% contingency, in the total amount of \$7,112,902.96.

Attachments/References:

- Winter Garden FS21 & MCI Agreement
- RFP 25-0001 Final Bid Rankings
- Notice of Recommendation to Award – RFP 25-0001



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



WINTER GARDEN

AGREEMENT

Between

CITY OF WINTER GARDEN

And

MULLIGAN CONSTRUCTORS, INC.

For

RFP 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 MULLIGAN CONSTRUCTORS, INC., a Florida for profit corporation 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 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, Specifications, Non-Collusive Affidavit, this Agreement, 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 Agreement, and all Written Amendments, 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: (i) does not conform to the Contract Documents, (ii) is unfit for its intended purpose unless the unfitness is due to a design error or omission, (iii) does not meet the requirements of any inspection, reference standard, test or approval required by the Contract Documents, (iv) fails to meet applicable building codes and regulations, or (v) 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.

1.1.10 Field Order - A written order issued by the ARCHITECT which orders minor changes in the WORK but which does not cause an increase 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. The Notice to Proceed shall not be issued more than 60 days after the Effective Date.

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. To the extent the Specifications include legal terms and conditions that conflict with the terms in the Agreement, the terms of this Agreement shall control to the extent of the conflict.

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 The Contract Documents are complementary, and what is required by any one 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
2. Terms, conditions, special conditions, and specifications set forth in RFP 25-0001 Fire Station No. 21 ("RFP")
3. Fire Station 21 Construction Plans and Design Elements
4. Project Specification Attachments
5. Construction performance bond
6. Construction payment bond
7. Insurance certificate(s)
8. Notice to Proceed.
9. The requirements on selected Contractor (bidder) set forth in RFP No. 25-001
10. Affidavits and certifications made by Contractor in response to RFP No. 25-001
11. All applicable provisions of State, Federal or local law.
12. 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:

Any WORK, materials, or equipment that may reasonably be inferred from the Contract Documents as being required 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. Contractor 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 that do not cause an increase in the Contract Price or the Contract Time 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:

The bid solicitation provided for CONTRACTOR to visit the site and investigate it prior to submitting a bid. Execution of this Agreement by the CONTRACTOR is a representation that CONTRACTOR has investigated the site, reviewed the bid solicitation materials, and become familiar with the site and local conditions under which the WORK is to be performed. CONTRACTOR shall not be entitled to any additional compensation due to conditions that could have been discovered during such investigation or conditions that could be reasonably implied by the bid solicitation materials or disclosures made by CWGDN.

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

2.1.6 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.

2.1.7 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. Contractor will pay for all trade permits and contractor licenses required to perform the Work.

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

2.1.9 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 knows that 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.

2.1.10 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.

2.1.11 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.

2.1.12 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 Price 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.

2.1.13 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.

2.1.14 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, overhead, mobilization, equipment, and transportation to provide for the construction of a completed project for RFP NO. 25-0001 CONSTRUCTION OF CITY OF WINTER GARDEN NEW FIRE STATION BUILD (sometimes herein "RFP").

CONTRACTOR will provide reasonably 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 period of one (1) year from the date of final acceptance by the CWGDN, provided that this guarantee shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

2.3 NOT USED.

2.4 SHOP DRAWINGS AND SAMPLES:

2.4.1 Within forty-five (45) calendar days after Contract Commencement, CONTRACTOR shall

submit to ARCHITECT and CWGDN for review and approval electronic 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 its 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 Shop 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. CONTRACTOR shall also employ a Project Manager for this Project. The Project Manager will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the Project Manager 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 after hours' work or the performance of WORK on 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 consistent with the requirements of the Contract Documents 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 forty five (45) calendar days after execution of this Agreement, 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 and the Contract Time and Contract Price shall be adjusted by Change Order only if CONTRACTOR demonstrates that the replacement causes actual and unavoidable additional costs or delays, and provided that no adjustment shall be made if the original Subcontractor or supplier was not qualified or capable of performing the WORK. Unless there is an uncured default under the contract between CONTRACTOR and a Subcontractor or supplier, 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 licenses. CWGDN shall pay for the building permit and any impact and utility connection fees.

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:

2.14.1 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.

2.14.2 CONTRACTOR has not included in the Contract Sum any federal tariffs that took effect after the date of the bid submission. In the event that subsequently enacted federal tariffs occurring after the effective date of this Agreement cause an increase in the cost of materials by more than five percent, then Contractor shall be entitled to a Change Order adjusting the Contract Sum by the amount of such increased material cost (without mark-ups or overhead) upon demonstrating with clear and convincing evidence and supporting documentation that the increase in cost of the materials is directly due to the newly enacted federal tariffs and showing that there has not been an offset in the overall cost of materials by reductions in federal tariffs affecting other materials needed for the Project or by other market conditions since the execution of this contract. Any claim for a Contract Sum adjustment under this subsection shall be made in writing by CONTRACTOR to the OWNER within fourteen (14) days after the occurrence of the event causing the

increase in material cost and be accompanied by detailed documentation substantiating the Contract Sum adjustment; otherwise it shall be waived.

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 Agreement 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 knowingly load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR knowingly 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:

Contractor shall indemnify and hold harmless Owner and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by

the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. 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 costs of such correction or removal (including but not limited to fees and charges of surveyors, architects and engineers) made necessary thereby.

2.21 CONTRACTOR DELIVERABLES (AS APPLICABLE):

2.21.1 Shop drawings – three (3) sets.

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

2.21.3 Record Drawings (as built) –pdf. and hard copy.

2.21.4 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 CONTRACTOR.

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 and Architect 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 subcontractor trade permits and related 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 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 within thirty (30) days after its receipt of a 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 twenty (20) 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 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 AGREEMENT. The Work to be performed under this Agreement shall be commenced by the CONTRACTOR within fifteen (15) days of the issuance of the Notice to Proceed. Subject to OWNER authorized time adjustments, the Work shall achieve Substantial Completion on or before **345** consecutive calendar days from the issuance of the Notice to Proceed, and the Final Completion shall be achieved on or before **415** consecutive calendar days from the issuance of the Notice to Proceed. 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 OWNER 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 and is defined by the date the OWNER determines the Work to be 100% completed, punch list included.

4.2 The failure, due to inexcusable delay, to achieve timely substantial completion, and/or final completion shall be regarded as a breach of this Agreement and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Section 4.9 herein.

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

4.4 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.

4.5 The schedule provided in the CONTRACTOR's Proposal shall include a construction schedule consistent with Section 4.1 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, supply chain disruption, unusual delay in transportation, adverse weather conditions, unavoidable casualties, or other causes beyond the

CONTRACTOR's control, or by delay authorized by the OWNER and CONTRACTOR agrees is justifiable, the Contract Time shall be reasonably extended. Any claim for extension of time shall be made in writing to the OWNER within fourteen (14) days after the occurrence of the delay, accompanied by detailed documentation substantiating the delay and its impact; otherwise it shall be waived. No costs or general conditionals adjustments shall be made for such delays unless specifically authorized by the OWNER in writing.

4.7 CHANGE OF CONTRACT TIME/NO DELAY DAMAGES:

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 for sums not exceeding \$500.00 per day of delay 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 One Thousand 00/100 dollars (\$1,000.00) 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.

ARTICLE 5 PAYMENTS

5.1 CONTRACT SUM:

CWGDN shall pay CONTRACTOR in current funds as full compensation for the performance of all the WORK in conformance of the Contract Documents subject to additions and deductions by Change Order as provided in this Agreement, the Contract Price of **\$6,466,275.42** (hereinafter "Contract Price" or "Contract Sum").

5.2 PROGRESS PAYMENTS:

5.2.1 CONTRACTOR shall deliver to CWGDN an itemized Application for Payment in such detail as indicated in the CWGDN approved Schedule of Values along with any documentation required at the time of submitting payment application as specified by the Contract Documents. CONTRACTOR may requisition payments for WORK completed during the Project at intervals of not more than once a month. 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. Except for properly disputed and withheld amounts, CWGDN shall make payment to the CONTRACTOR within twenty (20) business days after approval by the ARCHITECT of the CONTRACTOR's Application for Payment, or within twenty-five (25) business days from CWGDN's receipt of the Application for Payment, whichever is earlier.

5.2.2 Five percent (5%) 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).

5.2.3 CWGDN's representatives may dispute payment applications and other requests for payment through informal notice such as via email to CONTRACTOR.

5.2.4 Payment Applications sent to CWGDN should be addressed to: City of Winter Garden, Attn: Fire Chief and City Engineer, 300 West Plant Street, Winter Garden, Florida 34787. CWGDN may change this point of contact for payment applications upon sending written notice to CONTRACTOR.

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 construction has 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 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. CONTRACTOR shall, by appropriate agreement with each Subcontractor, require each

Subcontractor to make payments to sub-subcontractors in similar manner. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

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 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 previously funded 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 Agreement 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 Agreement 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 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 conditional final 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 Agreement 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, after Contractor's receipt of final payment, 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" survey for all site work, utilities and location of structures for review and approval. The "As-Built" survey 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 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 shall 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 to the extent of Owner's prior payments to CONTRACTOR, (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 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 TROPICAL STORM AND HURRICANE PRECAUTIONS: During such periods of times that are designated by the United States Weather Bureau as a tropical storm or 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 tropical storm or 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 Subcontractor 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 motorvehicle.

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 (including the RFP) 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 compliant with Section 255.05 Florida Statutes and with terms acceptable to CWGDN, 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

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 Agreement. The performance bond shall be conditioned that the CONTRACTOR perform the Agreement in the time and manner prescribed in the Agreement. 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 Agreement 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, 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 and providing CWGDN with certified recorded copies of the bonds. Notwithstanding the terms of the Contract Documents or any other law governing prompt payment for construction services, CWGDN may not make a payment to the CONTRACTOR until the CONTRACTOR has complied with this Section 7.2.

7.3 BONDS, REDUCTION AFTER FINAL PAYMENT:

The payment and performance 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 CONTRACTOR shall correct any defective or faulty WORK or material which appears within one (1) year 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 CWGDN, 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 CWGDN'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. 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. Conditioned upon CWGDN making payment to CONTRACTOR of all undisputed sums owed when due under this Agreement, CONTRACTOR hereby agrees to indemnify and hold the CWGDN 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 CWGDN, Project, Work and real property owned by the CWGDN arising out of or concerning the Work and Project, including but not limited to CWGDN'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.

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 at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which must include the following coverage and minimum limits of liability: **Additionally, any subcontractor hired by the CONTRACTOR for this Project shall provide insurance coverage as stated herein.**

(a) Builder's Risk: CONTRACTOR shall maintain builder's risk insurance for any Property or Project in the course of construction in an amount at least equal to 100% of the estimated completed Project value as well as subsequent modifications of that sum. Coverage shall be provided on an All-Risk basis including coverage for the perils of wind and flood. CONTRACTOR shall assume all responsibility for any coinsurance penalties, deductibles, or uncovered self- insurance retention except to the extent that the loss is caused by CONTRACTOR. The policy shall be endorsed with an "Occupancy Endorsement" or similar endorsement, amending the automatic termination of coverage in the event the Project is partially occupied, or put to its intended use prior to completion of construction. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$50,000.00 nor shall a wind percentage deductible, when applicable, exceed five percent 5%. The coverage shall be kept in force until final payment has been made in accordance with other applicable Contract requirements, or until CONTRACTOR and the CWGDN has any Property interest in the Project, or until CONTRACTOR and the CWGDN mutually consent to the termination, whichever occurs first. This insurance shall include interest of the CWGDN, CONTRACTOR, SUBCONTRACTOR, AND SUB- SUBCONTRACTORS in the Project.

Partial Occupancy or use of the WORK shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. CONTRACTOR shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agrees to take no action, other than upon mutual consent, with respect to occupancy or use of the WORK that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in full force and effect until Final Completion or until CONTRACTOR and CWGDN mutually consent to the termination, whichever occurs first. The CONTRACTOR agrees and understands the CWGDN shall not provide any Builder's Risk insurance on behalf of CONTRACTOR for loss or damage to WORK, or to any other property of owned, hired, or borrowed by the CONTRACTOR.

CONTRACTOR agrees this coverage shall be provided on a primary basis, and shall be in accordance with all of the limits terms and conditions set forth herein.

(b) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the Federal Employers' Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and xx/100 dollars (\$100,000.00) per accident. CONTRACTOR shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the WORK with the following minimum limits of liability:

\$2,000,000.00 Combined single Limit, Bodily Injury and Property Damage Liability, per occurrence

(d) Comprehensive General Liability with the following minimum limits of liability:

\$3,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and operations;
;
2. Product and Completed Operations Liability;
3. Broad Form Property Damage;

7.6.2 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. CONTRACTOR may utilize umbrella or excess policy coverage to meet the above insurance limit requirements.

7.6.3 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.

7.6.4 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.

7.6.5 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. 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.

7.6.6 The CONTRACTOR agrees to perform the WORK under the Contract as an independent CONTRACTOR, and not as a subcontractor, agent, or employee of CWGDN.

7.6.7 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.

7.7 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 Change Directive.

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%) 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 CONTRACTOR 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 fourteen (14) 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 Price or Contract Time. The Contract Price 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.. In case of an increase in the Contract Price, the cost shall include a reasonable allowance (not to exceed 15%) for overhead and profit of CONTRACTOR. 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 Price 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 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, provided that CONTRACTOR notifies OWNER within 14 days of becoming aware of such changes.

ARTICLE 9 WARRANTIES, TESTS AND INSPECTIONS CORRECTION OF DEFECTIVE WORK

9.1 WARRANTY OF TITLE:

To the extent of corresponding payment received from Owner, 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 will be free from defects, whether patent or latent in material or workmanship.

9.4 CORRECTION PERIOD:

CONTRACTOR warrants all material and workmanship for one (1) year from date of acceptance by the CWGDN. If within one (1) year 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 and imminent risk of loss or damage, CWGDN may have the defective workmanship corrected or the rejected WORK removed and replaced, and all direct costs of such removal and replacement (including but not limited to fees and charges of engineers, ARCHITECT'S, and other construction 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 which 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 To the best of its knowledge and understanding, 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, 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. CWGDN shall be responsible for the payment of all third party tests and inspections. Any additional testing or re-inspection required due to failed tests or CONTRACTOR's defect work shall be at CONTRACTOR's expense.

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 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 utility work related to, but not part of, the Project and to award separate contracts in connection with utility work at the site. CONTRACTOR will account for such utility work not part of the Project in its schedule. If the CONTRACTOR claims that the OWNER caused delay or additional cost because of such action or omission, the CONTRACTOR shall make such claims in a proposed change order pursuant to Article 8.

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 this 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 Agreement 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 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 in part 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 OWNER AND CONTRACTOR MUTUALLY WAIVE LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DELAY DAMAGES (EXCEPT FOR LIQUIDATED DAMAGES AUTHORIZED HEREIN), INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY OWNER, 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.

10.13 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**

11.1 Pre-suit Mediation. As a condition precedent to the filing of any lawsuit arising from this Agreement, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. No suit or other legal proceeding shall be filed until (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties.

11.2 Litigation. The sole and exclusive venue for any litigation arising from or related to this Agreement shall be in Orange County, Florida before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. The parties mutually agree to waive trial by jury on all issues so triable as of right.

**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, after seven (7) days written notice and opportunity to commence a cure, 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, after five (5) days written notice and opportunity to commence a cure, CONTRACTOR persistently 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 and an opportunity to cure, 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 OWNER 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 Subcontracts and purchase orders to the extent that they relate to the terminated portion of the Agreement, and refrain from placing further orders and Subcontracts. In such event, OWNER shall pay CONTRACTOR for Work completed and for proven loss sustained upon materials, equipment, tools, and construction equipment and machinery including reasonable profit (not to exceed twenty percent) for Work completed prior to termination. 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 commence correction of the defaults, failure or neglect within seven days after being given notice (or such longer time as is reasonably necessary for CONTRACTOR to obtain required materials), 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 Price 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 ten (10) additional days written notice to CWGDN and ARCHITECT, terminate the Contract and recover from the OWNER payment for WORK executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable profit (not to exceed fifteen percent) for Work completed prior to termination.

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 twenty (20) days after receipt of such notice by the OWNER, the CONTRACTOR may give a second written notice and, five (5) 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 (not to exceed fifteen percent) for Work completed prior to termination.

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 ITS EXPENSE WITHOUT CHANGE IN CONTRACT PRICE EXCEPT PURSUANT TO AUTHORIZED CHANGE ORDERS.

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 not including Tropical Storms and Hurricanes; (2) applicable law, licensing, and permitting requirements; (3) the visible Project site conditions. CONTRACTOR agrees to accept the Contract Price as full compensation for: doing all Work, furnishing all labor, equipment and materials, and performing all Work embraced in 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 FOURTEEN (14) DAYS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE AMOUNT OF THE CLAIM. SUPPORTING DATA SHALL BE DELIVERED WITHIN THIRTY (30) DAYS 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 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 shall include an allowance for overhead and profit including any Subcontractor fees) which shall not exceed fifteen percent (15%). 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 to the extent Contractor is required in the bid documents to purchase 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.

13.4 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 Section 13.2 CONTRACTOR's fee shall not exceed ten percent (10%).

13.4.3 When both additions and credits are involved in any one 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 formal written 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 or by overnight delivery service (UPS, FedEx, or DHL) to the following:

The business address of the CONTRACTOR is:

Mulligan Constructors, Inc.
1027 West Lancaster Road
Orlando, Florida 32809

The business address of CWGDN is:

Attn: City Manager
City of Winter Garden
300 W Plant Street
Winter Garden, FL 34787

The business address of the ARCHITECT is:

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 Engineer
City of Winter Garden

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 Agreement by CONTRACTOR and the CWGDN may, at its discretion, cancel the Agreement 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 change order related records of CONTRACTOR relating in any way to extra 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 such 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 and CONTRACTOR shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CWGDN and CONTRACTOR now or hereafter existing at law or in equity.

14.3.6 Should any part, term or provision of this Agreement be decided by the courts 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 serve 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. This provision survives termination of this Agreement and final completion of the Work.

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 . The provisions of Section 14.8 survive final completion of the Work and final payment.

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 WINTER GARDEN CITY CLERK WHO IS THE CUSTODIAN OF PUBLIC RECORDS.

Telephone number: (407) 656-4111

E-mail address: cityclerk@cwgdn.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, a Florida municipal corporation

By: Jon C. Williams, City Manager

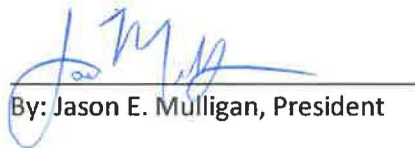
Date executed: _____, 2025.

This Agreement was approved by the Winter Garden City Commission on _____, 2025.

Attest:

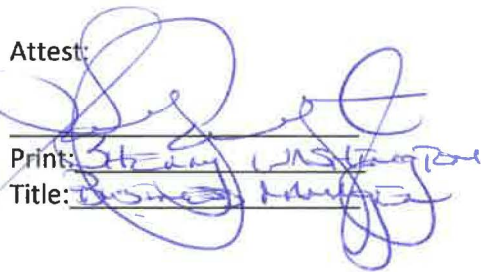
Angee Grimmage, City Clerk

MULLIGAN CONSTRUCTORS, INC., a Florida for profit corporation


By: Jason E. Mulligan, President

Date executed: August 14, 2025.

Attest:


Print: Steven Washington
Title: Business Manager



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.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Jim Monahan, City Engineer – Public Services

Via: Jon C. Williams, City Manager

Date: August 20, 2025

Meeting Date: August 28, 2025

Subject: Approve Purchase Order (PO) to USSI, LLC for sanitary sewer system inflow and infiltration inspection and repairs.

Issue:

When rainwater is prevented from entering the wastewater collection system, it helps reduce overflow occurrences and increases sewer capacity at the plant by eliminating stormwater and only treating the wastewater. USSI pumps smoke into the system and looks for where the smoke exits system. Most of the time it is from the cleanouts and manhole covers where they will insert plugs and plastic dishes to prevent stormwater entering the system.

The work will be based on a piggyback contract with Seminole County, Florida for rates and tasks (attached for reference).

Recommended Action:

Approve a PO to USSI, LLC in the amount of \$137,040.00 to perform inflow and infiltration inspections and repairs.

Attachment(s)/References:

- Estimates (2358 and 2359) for Pump Stations 31 and the main Gravity System
- USSI Annual Piggyback Contract Seminole County 2025-2028

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com

**ADDRESS**

Winter Garden
Attn: Jim Monahan
Engineering Division
300 West Plant St
Winter Garden, FL 34787

Estimate 2358**DATE 07/21/2025****EXPIRATION DATE 08/21/2025**

ACTIVITY	QTY	RATE	AMOUNT
Smoke Testing Smoke Testing with Detailed Report of Defects (SWT Plant)	41,700	0.48	20,016.00
Manhole Inspections Manhole Inspection (SWT Plant)	41,700	0.35	14,595.00
Inflow Defender HDPE PN#10100 HDPE Inflow Defender (SWT Plant)	139	85.00	11,815.00
ElastaSeal Install Clean Prep & Apply ElastaSeal (SWT Plant)	139	300.00	41,700.00
LDL Plug Cleanout Plug Supply & Install LDL Plug (SWT Plant)	20	85.00	1,700.00
Clean Out Cap 4' PVC 4" PVC Clean Out Caps (SWT Plant)	20	15.00	300.00
Midnight Investigation Monitor flows in sanitary sewer during low usage periods to identify flows that are not due to usage, likely resulting from inflow. (SWT Plant)	41,700	0.17	7,089.00
Maintenance of Traffic Maintenance of Traffic (SWT Plant)	1	500.00	500.00
Mobilization & Demobilization Mobilization & Demobilization	1	3,500.00	3,500.00
Seminole County Per: Seminole County Contract Agreement #IFB-604974-25/LAS	1	0.00	0.00

(SWT Plant)

TOTAL**\$101,215.00**

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com

**ADDRESS**

Winter Garden
Attn: Jim Monahan
Engineering Division
300 West Plant St
Winter Garden, FL 34787

Estimate 2359**DATE 07/21/2025**

ACTIVITY	QTY	RATE	AMOUNT
Smoke Testing Smoke Testing with Detailed Report of Defects (SSLS-0031)	13,500	0.48	6,480.00
Manhole Inspections Manhole Inspection (SSLS-0031)	13,500	0.35	4,725.00
Inflow Defender HDPE PN#10100 HDPE Inflow Defender (SSLS-0031)	45	85.00	3,825.00
ElastaSeal Install Clean Prep & Apply ElastaSeal (SSLS-0031)	45	300.00	13,500.00
LDL Plug Cleanout Plug Supply & Install LDL Plug (SSLS-0031)	10	85.00	850.00
Clean Out Cap 4' PVC 4" PVC Clean Out Caps (SSLS-0031)	10	15.00	150.00
Midnight Investigation Monitor flows in sanitary sewer during low usage periods to identify flows that are not due to usage, likely resulting from inflow. (SSLS-0031)	13,500	0.17	2,295.00
Maintenance of Traffic Maintenance of Traffic (SSLS-0031)	1	500.00	500.00
Mobilization & Demobilization Mobilization & Demobilization	1	3,500.00	3,500.00
Seminole County Per: Seminole County Contract Agreement #IFB-604974-25/LAS	1	0.00	0.00

(SSLS-0031)

TOTAL**\$35,825.00**



**Wastewater Inflow Abatement
Technologies & Services**



USSSI Annual Piggyback Contract

**Active from May 21st 2025 through May 21st 2028
Additional 2 years**

TERM CONTRACT For Smoke Testing and I&I Services

Services Included:

Smoke Testing, Manhole Inspections, Inflow dish, LDL Cleanout Plug, Chimny Seal, Midnight Monitoring.

Contact USSSI:

752 Commerce Drive Suite #15
Venice, FL 34292

941-926-2646
USSSIUSA.COM

Index Quick Links

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INVITATION FOR BID
IFB-604974-25/LAS
WASTEWATER COLLECTION I&I- SMOKE
TESTING



1301 East Second St.
Sanford, FL 32771

RELEASE DATE: March 11, 2025
DEADLINE FOR QUESTIONS: March 31, 2025
RESPONSE DEADLINE: April 9, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/seminolefl>

Exhibit C- Pricing Proposal

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

Line Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization & Demobilization (If Any)	1	Lump Sum	\$3,500.00	\$3,500.00
2	Maintenance of Traffic (MOT)	1	Lump Sum	\$500.00	\$500.00
3	Smoke Testing and Report Preparation	1	LF	\$0.48	\$0.48
4	Seal Manhole Chimneys 24" and smaller	300	EA	\$300.00	\$90,000.00
5	Seal Manhole Chimneys 25" and larger	500	EA	\$50.00	\$25,000.00
6	Insert HDPE 25 ½" and smaller dishes into Manholes	300	EA	\$85.00	\$25,500.00
7	Insert TPO 26" and larger OD oversized dish into Manholes	500	EA	\$100.00	\$50,000.00
8	Replace Cleanout Caps- 6" Cleanout cap	50	EA	\$25.00	\$1,250.00
9	Replace Cleanout Caps- 4" Cleanout cap	200	EA	\$15.00	\$3,000.00
10	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set	50	EA	\$135.00	\$6,750.00
11	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set	200	EA	\$85.00	\$17,000.00
12	LS Basin Report/Manhole Inspections	250000	LF	\$0.35	\$87,500.00

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
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EVALUATION TABULATION
IFB No. IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing

Line Item	Description	Quantity	Unit	Unit Cost	Total
13	Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring	250000	LF	\$0.17	\$42,500.00
			\$352,500.48		

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
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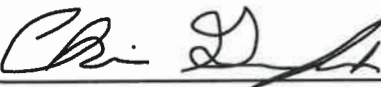
Seminole County
Resource Management - Purchasing & Contracts
Stephen Koontz, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION
IFB No. IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing
RESPONSE DEADLINE: April 9, 2025 at 2:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
USSI LLC	\$352,500.48
Flotech Environmental, LLC	\$498,501.25
EnviroWaste Services Group, Inc.	\$838,800.42
National Water Main Cleaning Company	\$1,633,000.77
GCU, LLC DBA Gulf Coast Underground, LLC	\$3,503,755.00

Recommendation/Intent to Award: USSI, INC. Tabulated by: Louis Straffi, Sr. Procurement Analyst – BCC Date 5/13/2025 (Tentative)

x 
Chris Graybosch, Field Operations Manager

x 
Brad Rupert, Collections Supervisor

x 
Sandro Aganovic, Utility Planner

**TERM CONTRACT FOR SMOKE TESTING AND I&I SERVICES FOR SEMINOLE
COUNTY WASTEWATER COLLECTION SYSTEM
(IFB-604974-25/LAS)**

THIS AGREEMENT is dated as of the 21st day of May 2025, by and between **USSI LLC.**, duly authorized to conduct business in the State of Florida, whose address is 752 Commerce Drive, #15, Venice, FL 34292, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide smoke testing and all related work on wastewater gravity sewer systems for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's

Term Contract for Smoke Testing and I&I Services for Seminole County Wastewater Collection System
(IFB-604974-25/LAS)
Page 1 of 25

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
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submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Renewals are wholly contingent on the availability of funds. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

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- (1) The original invoice must be emailed to:
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:
Seminole County Utilities Operations Division
500 W Lake Mary Boulevard
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriation.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

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will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

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data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

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(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

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to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or

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omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

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(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

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and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

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immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other



coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

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(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.



Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

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representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

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Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Term Contract for Smoke Testing and I&I Services for Seminole County Wastewater Collection System
(IFB-604974-25/LAS)
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Clerk of the Circuit Court and Comptroller
Seminole County, Florida



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(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,

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**PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND
CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

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return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

USSI LLC
752 Commerce Drive #15
Venice, FL 34292

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

- (a) CONTRACTOR must register with and use the E-Verify system to verify the work

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authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does

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not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

USSI LLC



Witness

Eric McRoberts

Print Name



Witness

Jackie Vlasak

Print Name

By: 

DION VLASAK, President/CEO

Date: 5-20-2025

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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SEMINOLE COUNTY, FLORIDA


Witness

Louis Straffi
Print Name


Witness

Kelli Burrier
Print Name

By: 
GLADYS MARROZOS,
Procurement Administrator

Date: 5-21-25

As authorized for execution by the Board of
County Commissioners at its May 13th,
2025, regular meeting.

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F - Foreign Country of Concern Attestation
- Exhibit G- Anti-Human Trafficking Affidavit

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Exhibit A- Scope of Services

INTRODUCTION AND INTENT

The purpose of these specifications is to provide guidance for contracting services to Seminole County Utilities Department, specifically for smoke testing and related work on wastewater gravity sewer systems operated and maintained by Seminole County Utilities Department.

RESPONSIBILITIES OF CONTRACTOR

The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the County, or specific sewer shed basins identified by the county for the purpose of smoke testing.

SECTION 1. INSPECTING MANHOLES

Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the County Utilities Engineering Department's GIS specialist or designated individual. It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action. Should the Contractor provide NASSCO MACP inspections, the County will accept the standard. At a minimum, manhole inspections shall include the following data attributes:

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID



Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically. The County reserves the right to specify deliverable format conducive to County specific reporting standards. Should the county require specific deliverables, the County will provide format for Contractor to utilize, or County and Contractor can develop desired deliverables based on metrics agreed upon between both parties.

SECTION 2. SEALING MANHOLE CHIMNEYS

The work covered under this section includes, but is not limited to, all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant, material to account for surface loading changes that create most chimney damage.

The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance = 325 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Topcoat:

- Specific gravity > 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance = 345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to



account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Primer and topcoat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or re-coat the manhole chimney.

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120mil.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
 - NOTE: Concrete must be at least 28 days old with a compressive strength of 3500psi prior to application of sealant.
 - NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the County the opportunity to repair or replace it.

SECTION 3. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.



The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the County Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into inflow dish body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the County.

SECTION 4. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.

Smoke Testing will be used to determine the sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, stormwater, ground water, irrigation, or other forms of water intrusion into the collection system.

- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes.
- Breaks in the main sewers or laterals that leach to the surface



- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to the County.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Factors such as defects in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Utility for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to ensure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.
- The County reserves the right to require contractor to coordinate some or all public communications with the County's Public Information Office or other designated body specified by the County.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started, and liquid smoke will be deployed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to prearranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts.
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.



Recording

Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break ("lateral", "manhole", "main")
- Ring & Cover Break ("broken", "alignment", "missing", "seating")
- Lateral Break ("open" or "broken")
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Utility. Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Utility in finding defects for follow-up activity.

Reports will be provided to the Utility no later than five (5) business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

Smoke Test Result Reporting

Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Utility because of the defect. To accomplish this, the observers will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Utility which will:

- Estimate the number of gallons entering the various defects per one-inch rain fall
- Estimate the number of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals



SECTION 5. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Utility's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 6. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Utility may elect to install cleanout plugs, in lieu of cleanout caps. The County's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Utility's control during smoke testing.

The plug shall be an LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one-piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shall consist of a PVC material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shall be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of 0.187 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.
- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.



NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Utility the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 7. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Utility with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame - type, size and general condition of frame and cover
- Chimney - type, general condition and existence of liner in chimney
- Barrel and invert - type, general condition
- Pipes - type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Utility shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

SECTION 8. LIFT STATION BASIN INFILTRATION INVESTIGATION

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects. Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use - as defined by the Utility's diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significance.

SECTION 9. EXCEPTIONS

It is the intent of Seminole County to have specific processes completed within this project scope to a standard acceptable to the County. Due to the standard requested, some specific products or processes are outlined in this scope. Should a contractor desire to utilize different materials or processes as outlined in this scope, the County can approve, at the County's discretion, a different



material or process. Before any variance from the original scope is approved, the County and Contractor must come to a specified agreement before the change can take place, and the change cannot increase costs as identified in the bid form.

SECTION 10. EMERGENCY NOTIFICATIONS

As contractors work throughout the Seminole County service area, encounters with unsafe situations may arise. Any unsafe condition uncovered by the contractor must be reported to the County immediately upon discovery. Unsafe condition examples can be a found depression, leaking water or sewer, damaged sewer infrastructure, etc. Some specific instances of dangerous or unusual situations are vertical misalignments, specifically manholes, where a manhole cover $\frac{1}{4}$ inch or more out of vertical alignment with the sidewalk is actionable to report. If any unsafe or actionable situation is discovered, the contractor shall document the findings and report it to the project manager for Seminole County, or contact the customer service department at 407-665-2110, or via email at wscustomerservice@seminolecountyfl.gov.

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Seminole County, Florida



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EXHIBIT B - SAMPLE**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

S H I P	
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ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

V E N D O R	
--	--

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656

ORDER INQUIRIES	
----------------------------	--

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	00.00
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PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

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Seminole County, Florida



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1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods/services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever for persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.
Rev. 10/2021



Exhibit C- Pricing Proposal

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

Line Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization & Demobilization (If Any)	1	Lump Sum	\$3,500.00	\$3,500.00
2	Maintenance of Traffic (MOT)	1	Lump Sum	\$500.00	\$500.00
3	Smoke Testing and Report Preparation	1	LF	\$0.48	\$0.48
4	Seal Manhole Chimneys 24" and smaller	300	EA	\$300.00	\$90,000.00
5	Seal Manhole Chimneys 25" and larger	500	EA	\$50.00	\$25,000.00
6	Insert HDPE 25 1/2" and smaller dishes into Manholes	300	EA	\$85.00	\$25,500.00
7	Insert TPO 26" and larger OD oversized dish into Manholes	500	EA	\$100.00	\$50,000.00
8	Replace Cleanout Caps- 6" Cleanout cap	50	EA	\$25.00	\$1,250.00
9	Replace Cleanout Caps- 4" Cleanout cap	200	EA	\$15.00	\$3,000.00
10	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set	50	EA	\$135.00	\$6,750.00
11	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set	200	EA	\$85.00	\$17,000.00
12	LS Basin Report/Manhole Inspections	250000	LF	\$0.35	\$87,500.00

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
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EVALUATION TABULATION
 IFB No. IFB-604974-25/LAS
 Wastewater Collection I&I- Smoke Testing

Line Item	Description	Quantity	Unit	Unit Cost	Total
13	Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring	250000	LF	\$0.17	\$42,500.00
				\$352,500.48	

EVALUATION TABULATION
 Invitation For Bid - Wastewater Collection I&I- Smoke Testing
 Page 2

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
 eCertified at 05/27/2025 15:55:49 -04:00
 eCertified Id: 18E6-6AE7-9381
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EXHIBIT D**INSURANCE REQUIREMENTS****IFB-604974-25/LAS - SMOKE TESTING AND RELATED WORK ON WASTEWATER GRAVITY
SEWER SYSTEMS**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory
Employers' Liability:	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Aggregate
	\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit (<u>Any Auto or Owned, Hired, and Non-Owned Autos</u>)
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D. Commercial Umbrella:

\$ 1,000,000	Each Occurrence
\$ 2,000,000	General Aggregate

E. Pollution Liability:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	General Aggregate

~~ End Exhibit __ ~~



Agreement Name: Wastewater Collection I&I- Smoke Testing

Agreement Number: IFB-604974-25/LAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604974-25/LAS are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 20th day of May, 2025.

USSI, LLC

Consultant Name

By: E. McRoberts

Print/Type Name: Eric McRoberts

Title: VP

STATE OF Florida

COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 20th day of May, 2025, by Eric McRoberts (Full Name of Affiant).

Dion Vlasak

Print/Type Name Dion Vlasak

Notary Public in and for the County
and State Aforementioned

My commission expires: 09-10-2026

E-Verify Affidavit
Revised 5/19/2021

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 05/27/2025 15:55:49 -04:00

eCertified Id: 18E6-6AE7-9381

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FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Eric McRoberts

Title: VP

Signature:



Date: 5-20-2025



HUMAN TRAFFICKING AFFIDAVIT**CONTRACT #** IFB-604974-25/LAS

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of USSI, LLC, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: USSI, LLC

Authorized Signature:  **Date:** 5-20-2025

Printed Name: Eric McRoberts

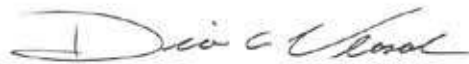
Title: VP

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of May, 2025, by

Eric McRoberts, as USSI, LLC VP on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.



Notary Public Signature

Print, Type or Stamp Name of Notary: Dion Vlasak

My commission expires: 09-10-2026

(Affix Notary Stamp or Seal)

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 05/27/2025 15:55:49 -04:00

eCertified Id: 18E6-6AE7-9381

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THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: August 21, 2025 **Meeting Date:** August 28, 2025

Subject: 244 W Story Road (Winter Garden Retail Development)
Site Plan Approval
PARCEL ID# 23-22-27-6650-00-010

Issue: The applicant is requesting Site Plan Approval for the property located at 244 W Story Road.

Discussion: The applicant is proposing to build a 2,250 square foot retail building with landscaping, irrigation and parking.

The 0.30 +/- acre subject property is designated NC (Residential Neighborhood Commercial) on the City's Future Land Use Map and is zoned R-NC (Residential-Neighborhood Commercial).

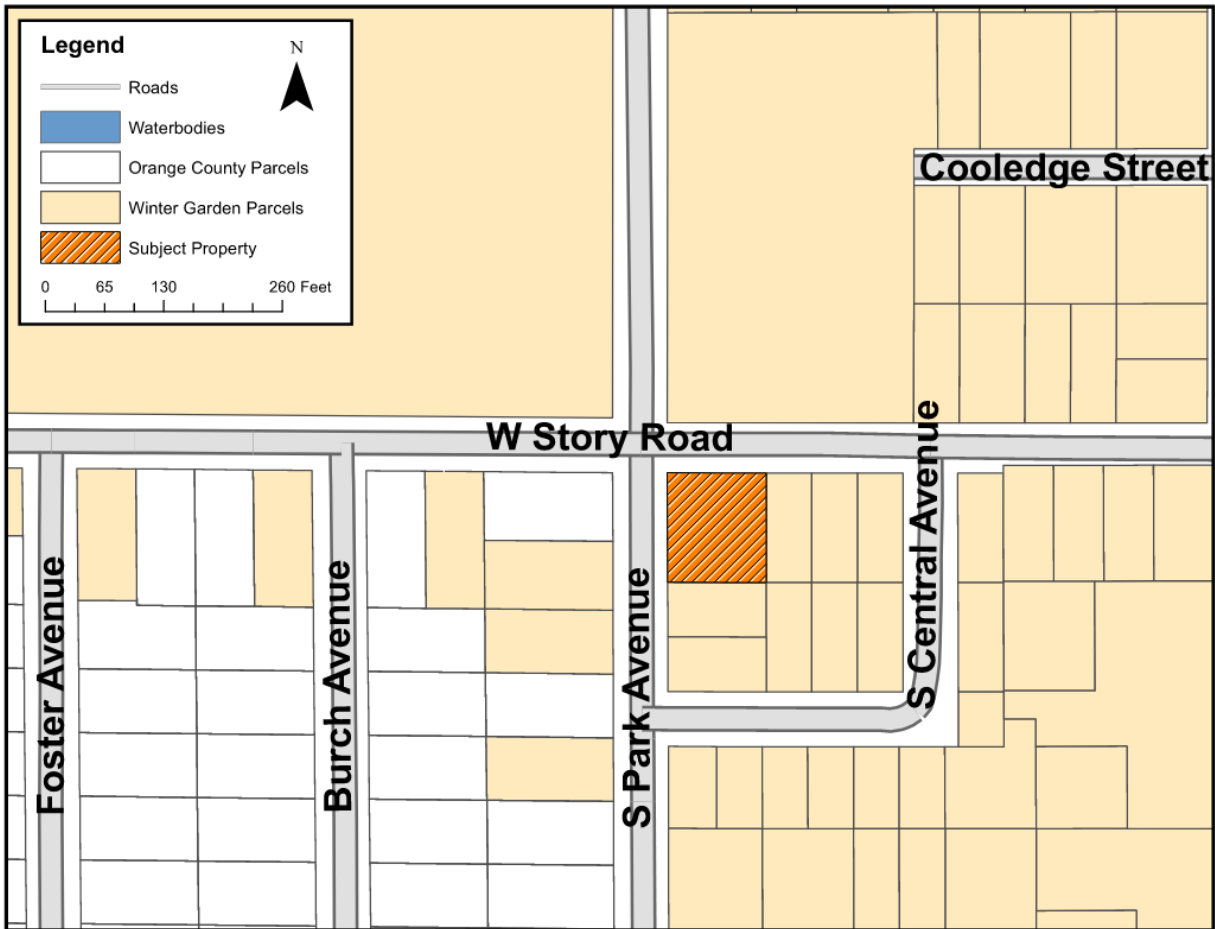
Recommended Action:

Staff recommends approval of the proposed Site Plan subject to the conditions of the DRC staff report dated August 21, 2025. Development of the property is consistent with the City's Comprehensive Plan and the property's R-NC zoning requirements.

Attachment(s)/References:

Location Map
Site Plan
Landscape Plan
Building Elevations
DRC Combined Comments

Location Map
244 W Story Road



THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.

PROPOSED IMPROVEMENTS FOR: WINTER GARDEN RETAIL DEVELOPMENT 244 W STORY ROAD, WINTER GARDEN, FLORIDA 34787

PARCEL ID NUMBER 23-22-27-6650-00-010

LEGAL DESCRIPTION

LOTS 1 AND 2, PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK S, PAGE 107, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

GENERAL STATEMENT:

THIS PROJECT CONSISTS OF THE DEVELOPMENT OF ± 0.30 AC (12,998 SF) AREA OF VACANT LAND. THE PROPOSED DEVELOPMENT INCLUDES THE CONSTRUCTION OF A 2,250 SF RETAIL BUILDING ALONG WITH THE ASSOCIATED PARKING, LANDSCAPING, DRAINAGE AND UTILITIES.

UTILITY PROVIDERS:

WATER	CITY OF WINTER GARDEN 300 WEST PLANT STREET WINTER GARDENS, FL 34787 PHONE: (407) 656-2256
SEWER	CITY OF WINTER GARDEN 300 WEST PLANT STREET WINTER GARDENS, FL 34787 PHONE: (407) 656-2256
STORM WATER	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT 7775 BAY MEADOWS WAY JACKSONVILLE, FL 32256 PHONE: (321) 984-4940
ELECTRIC	DUKE ENERGY 452 E CROWN POINT RD WINTER GARDEN, FL 34787 PHONE: (800) 700-6744
GAS	LAKE APOPKA NATURAL GAS 1320 WINTER GARDEN VINELAND ROAD WINTER GARDEN, FL 34787 PHONE: (407) 656-2734
FIRE	WINTER GARDEN FIRE & RESCUE 1 EAST CYPRESS STREET WINTER GARDEN, FL 34787 PHONE: (407) 656-4689
TELEPHONE	AT&T DISTRIBUTION 3107 DANIELS RD. WINTER GARDEN, FL 34787 PHONE: (407) 656-5897

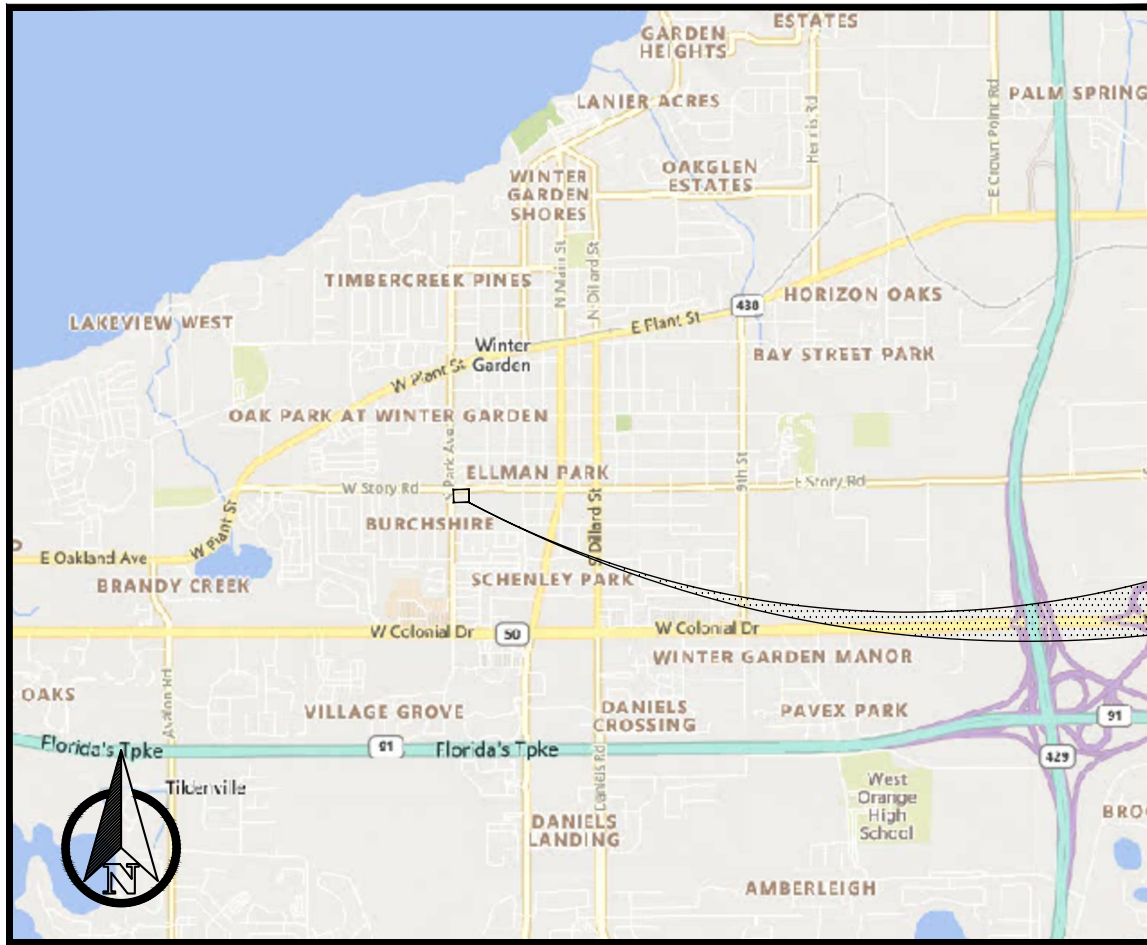
BENCHMARK:

BEARINGS SHOWN HEREON, ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM
NAD 83 EAST ZONE

FLOOD NOTE:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR
WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY
WAS FOUND IN ORANGE COUNTY, COMMUNITY NUMBER 120187, DATED 09-24-2021.

SECTION 23, TOWNSHIP 22 SOUTH, RANGE 27 EAST



SITE LOCATION MAP

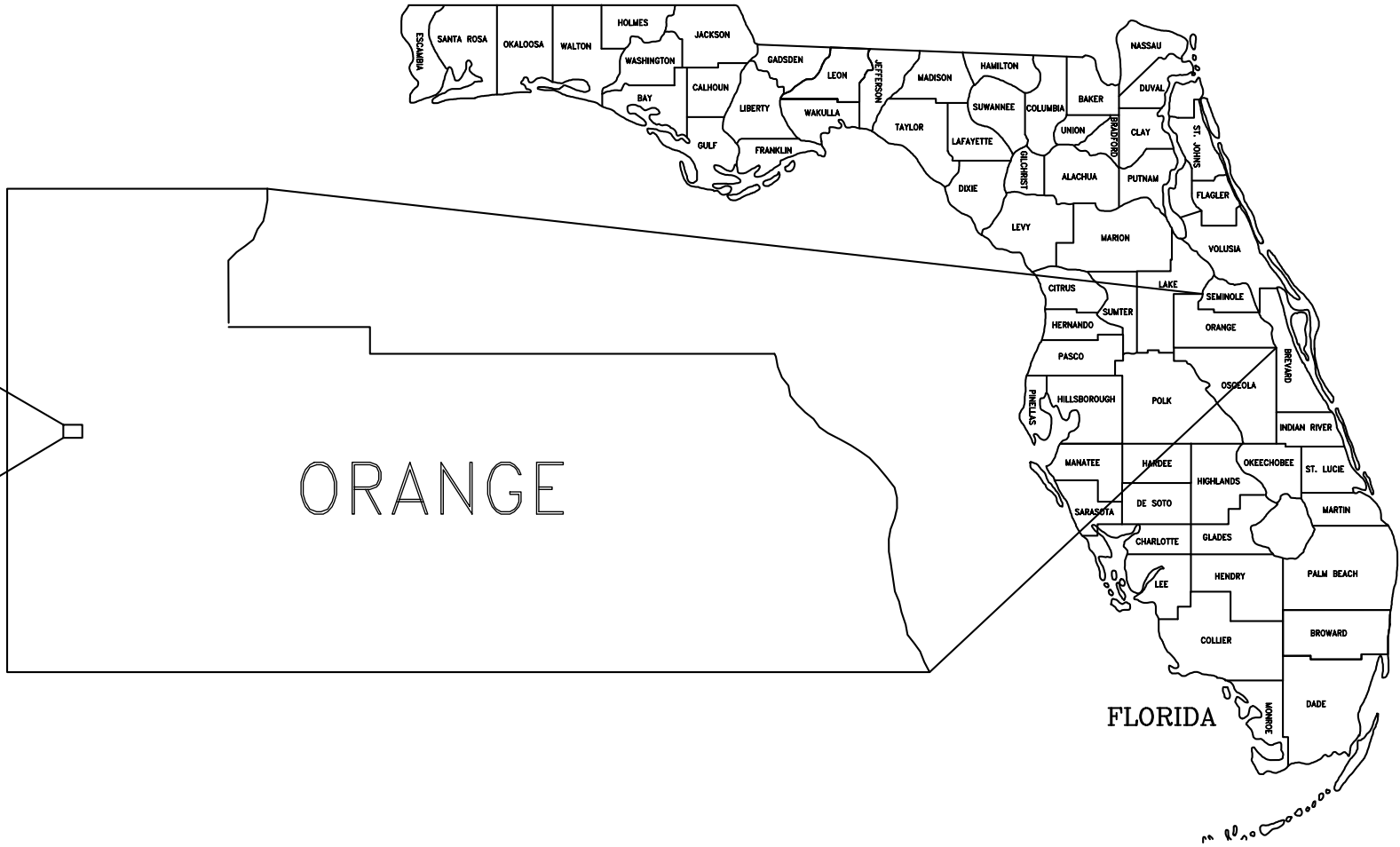
N.T.S.

DIRECTIONS TO PROJECT SITE

FROM SR 50 EAST: HEAD EAST ON STATE RTE 50 E TOWARD HARTLE RD/RAY
GOODGAME PKWY, TURN LEFT ONTO W OAKLAND AVE, AT THE TRAFFIC
CIRCLE, TAKE THE 1ST EXIT ONTO FL-438, TURN RIGHT ONTO W STORY RD THE
DESTINATION WILL BE ON THE RIGHT.

OWNER / DEVELOPER

JORGE FLOREZ
REBORN HOUSES, LLC.
375 PINK IBIS ROAD
SAINT CLOUD, FL 34772-6889



SHEET LIST TABLE	
Sheet Number	Sheet Title
C0	COVER SHEET
DM1.0	DEMOLITION PLAN
ES1.0	EROSION CONTROL PLAN
ES2.0	EROSION CONTROL PLAN
C1.0	SITE PLAN
C2.0	PAVING AND DRAINAGE PLAN
C3.0	GRADING PLAN
C4.0	UTILITY PLAN
D1.0	DETAILS
D2.0	DETAILS
D3.0	DETAILS

ARCHITECT

CENTERLINE ARCHITECTURE + DESIGN
ARCHITECT OF RECORD:
ANDREW SISSON, P.A.
1685 S. JOHN RODES BLVD
MELBOURNE, FL - 32904
PHONE: (716) 969-3789

LAND SURVEYOR

IRELAND AND ASSOCIATES, LTD.
SURVEYOR OF RECORD:
PATRICK K. IRELAND, P.S.M.
800 CURRENCY CIRCLE
SUITE 1020
LAKE MARY, FL - 32746
PHONE: (407) 963-6864

CIVIL ENGINEER

BOWMAN CONSULTING GROUP, LTD.
ENGINEER OF RECORD:
KYLE A. SHASTEEN, P.E.
4450 W. EAU GALIE BLVD.
SUITE 144
MELBOURNE, FL - 32934
PHONE: (321) 255-5434

LANDSCAPE ARCHITECT

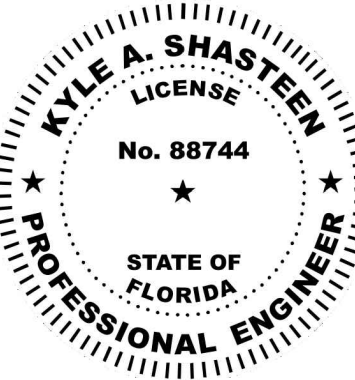
EVERGREEN DESIGN GROUP
LANDSCAPE ARCHITECT OF RECORD:
MARY BATES, FASLA, PLA
4700 MILLENIA BLVD.
SUITE 500
ORLANDO, FL - 32839
PHONE: (321) 255-5434

Bowman

Bowman

Bowman Consulting Group, Ltd.
4450 W. Eau Gallie Blvd
Suite 144
Melbourne, FL 32934
Phone: (321) 255-5434
Fax: (321) 255-7751
www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

COVER SHEET
RETAIL DEVELOPMENT
244 W STORY ROAD,
WINTER GARDEN, FL 34787
ORANGE COUNTY



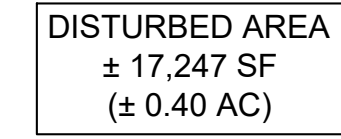
KYLE A. SHASTEEN, P.E.
FLORIDA NO. 88744

PLAN STATUS

DATE	DESCRIPTION	
(MEL)	(MEL)	KAS
DESIGN	DRAWN	CHKD
SCALE	NONE	
JOB No.	011513-01-001	
DATE	May 7, 2025	
011513-01-D-CP-001-01-C0-COV.dwg		
SHEET	C0	



CAD file name: V:\011513 - Reborn Houses\011513-01-001 (ENG) - WG Retail Dev (244 W Story Rd)\Engineering\Engineering Plans\011513-01-D-CP-001-02-DM1.0-DEM.dwg 5/7/2025



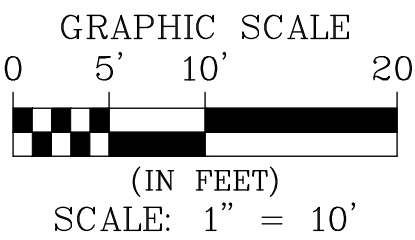
•	- BOLLARD		- FDOT STORM MANHOLE
C	- CALCULATED		
CL	- CENTERLINE		
CB	- CONCRETE BLOCK		- FIRE DEPARTMENT CONNECTION
CM	- CONCRETE MONUMENT		
Conc.	- CONCRETE		
D	- DESCRIPTION		
DE	- DRAINAGE EASEMENT	FOCB	- FIBER OPTIC CABLE BOX
Esmt.	- EASEMENT		- FIRE HYDRANT
F.E.M.A.	- FEDERAL EMERGENCY MANAGEMENT AGENCY		
FFE	- FINISHED FLOOR ELEVATION		- GUY ANCHOR
Find.	- FOUND		
IP	- IRON PIPE		- HANDICAP PARKING
L	- LENGTH (ARC)		
M	- MEASURED	HR	- HANDICAP RAMP
N&D	- NAIL & DISK		- GAS METER
N.R.	- NON-RADIAL		
ORB	- OFFICIAL RECORDS BOOK		- GAS VALVE
P	- PLAT	GT	- GREASE TRAP
P.B.	- PLAT BOOK		
-o-	- WOOD FENCE		- CONCRETE LIGHT POLE
PC	- POINT OF CURVATURE		
Pg.	- PAGE		- MITERED END SECTION
PI	- POINT OF INTERSECTION		
P.O.B.	- POINT OF BEGINNING		- SIGN
P.O.L.	- POINT ON LINE		
PP	- POWER POLE	PS	- PARKING SPACES
PRM	- PERMANENT REFERENCE MONUMENT		- CONCRETE POWER POLE
PT	- POINT OF TANGENCY		
R	- RADIUS	PP	- WOOD POWER POLE
Rad.	- RADIAL		- SANITARY MANHOLE
R&C	- REBAR & CAP		
R.D.	- ROOFED DIRT		- SANITARY VALVE
Rec.	- RECOVERED	SB	- SETBACK
Rfd.	- ROOFED		
Set	- SET "X" REBAR & CAP "LB 7623"		- STORM INLET
Rebar			- SIGNAL POLE
SP	- SCREENED PORCH		- AIR RELEASE MANHOLE
Typ.	- TYPICAL		
UE	- UTILITY EASEMENT		- STORM MANHOLE
Δ	- DELTA (CENTRAL ANGLE)		- TELEPHONE BOX
-X-	- CHAIN LINK FENCE		- TELEPHONE RISER
	- BACK FLOW PREVENTOR	TLPO	- TRAFFIC LIGHT POLE
CB	- CONCRETE BLOCK		- TRAFFIC SIGNAL BOX
	- CABLE RISER		- TRANSFORMER
	- CLEANOUT		- GAS VALVE
	- CROSSWALK POST		- WATER VALVE
	- CURB INLET		- WATER METER
	- DOT INLET	OHE	- OVERHEAD ELECTRICAL
DP	- DUMPSTER PAD		
	- ELECTRIC BOX		
	- ELECTRIC METER		
STB	- STORM JUNCTION BOX		
ROP	- REINFORCED CONCRETE PIPE		

1. THE CONTRACTOR WILL BE RESPONSIBLE FOR INSURING THAT APPROPRIATE MEASURES ARE TAKEN IN THE EVENT THAT PREVIOUSLY UNIDENTIFIED ENVIRONMENTAL IMPACTS ARE DISCOVERED ON THE DEVELOPMENT SITE.
2. UPON DISCOVERY OF PREVIOUSLY UNIDENTIFIED CONTAMINATION, THE CONTRACTOR WILL BE RESPONSIBLE FOR INSURING WORKER HEALTH AND SAFETY, IF UNSAFE WORKING CONDITIONS PRESENT, THE CONTRACTOR WILL BE RESPONSIBLE FOR STOPPING WORK WITHIN SAID AREA IMMEDIATELY.
3. THE CONTRACTOR SHALL MAKE AND ATTEMPT TO DOCUMENT AND ASSESS THE NATURE AND DISTRIBUTION OF THE IDENTIFIED IMPACT, FOLLOWING THIS INITIAL DOCUMENTATION, THE CONTRACTOR WILL BE RESPONSIBLE FOR ENVIRONMENTAL IMPROVEMENTS TO THE EXTENT IF IT IS SAFE TO OPERATE WITHIN THE AFFECTED AREA, THE CONTRACTOR, UNDER THE DIRECTION OF THE ENVIRONMENTAL CONSULTANT, WILL APPLY APPROPRIATE MEASURES TO PREVENT EXACERBATION OF THE IDENTIFIED IMPACTS.
4. UPON NOTIFICATION, THE ENVIRONMENTAL CONSULTANT SHALL CONDUCT A PRELIMINARY INVESTIGATION OF THE AFFECTED AREA(S) AND DETERMINE THE APPROPRIATE COURSE OF ACTION, FURTHERMORE, THE ENVIRONMENTAL CONSULTANT SHALL BE RESPONSIBLE FOR NOTIFYING THE RELEVANT AGENCIES OF ANY NOTIFICATION IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
5. WORK WILL RESUME WITHIN THE AFFECTED AREA AT THE DIRECTION OF THE ENVIRONMENTAL CONSULTANT.
6. APPROVAL FROM CITY OF WINTER GARDEN MUST BE OBTAINED PRIOR TO THE REMOVAL OF NATIVE VEGETATION.
7. CONTRACTOR TO COORDINATE WITH LOCAL UTILITY PROVIDERS AND OR LANDLORD PRIOR TO ANY MODIFICATION OR ANY INTERRUPTION IN SERVICE.
8. ANY DISTURBANCE OR DAMAGES TO EXISTING IMPROVEMENTS WITHIN RIGHTS-OF-WAYS SHALL BE REPAIRED OR REPLACED TO PRE-CONSTRUCTION CONDITION OR BETTER, AT THE CONTRACTOR'S EXPENSE.
9. ASPHALT/CONCRETE REMOVAL SHALL BE FULL DEPTH TO SUBGRADE, LANDSCAPE AREAS SHALL BE BACKFILLED PER LANDSCAPE PLANS/GUIDELINES
10. ANY PAYEMENT MARKINGS SHALL BE REMOVED BY MEANS OF HYDROBLASTING.
11. ANY UNDERGROUND UTILITIES ARE TO REMAIN.
12. THE CONTRACTOR IS RESPONSIBLE FOR ANY NOTIFICATION, LOCATION, AND PROTECTION OF ALL UTILITIES THAT MAY EXIST WITHIN THE PROJECT LIMITS.

PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OF THE DRY UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM BSG AND THE OWNER/DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. BCG AND ITS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.

	PROPERTY LINE
	LIMITS OF CONSTRUCTION
	TREE REMOVAL - REFER TO LANDSCAPE PLANS
	TREE PROTECTION - REFER TO LANDSCAPE PLANS
	REMOVAL

1N EXISTING TO BE REMOVED
2N PROTECT EXISTING UTILITIES TO REMAIN
3N SAW-CUT LINE
4N EXISTING TO REMAIN
5N EXISTING TO BE RELOCATED

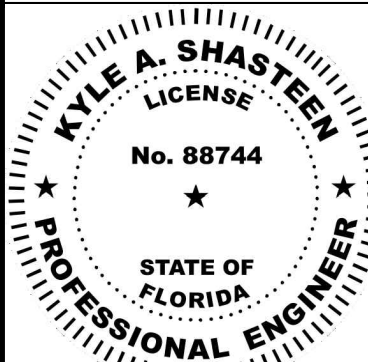


DEMOLITION PLAN

RETAIL DEVELOPMENT

244 W STORY ROAD,
WINTER GARDEN, FL 34787

ORANGE COUNTY



KYLE A. SHASTEEN, P.
FLORIDA NO. 88744

PLAN STATUS		
DATE	DESCRIPTION	
(MEL) DESIGN	(MEL) DRAWN	KAS CHKD
SCALE	1" = 10'	
JOB No.	011513-01-001	
DATE	May 7, 2025	
011513-01-D-CP-001-02-DM1.0-DEM.dwg		
SHEET	DM1.0	

)



DISTURBED AREA
± 17,247 SF
(± 0.40 AC)

1. THE STORMWATER POLLUTION PREVENTION PLAN IS COMPRISED OF DRAWINGS E51 AND E52 (STANDARD DETAILS), PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORMWATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORMWATER POLLUTION PREVENTION PLAN AND THE STORMWATER POLLUTION PREVENTION ACT AND POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERIC PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT THE NO PRICE OF OWNER. THESE INCLUDE ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMPs) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE LOCAL AGENCY.
5. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLAND MUST BE MAINTAINED ON SITE AT ALL TIMES.
6. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL, OR AS REQUIRED BY THE GENERAL PERMIT. CONTRACTOR SHALL CONDUCT A SHEDDING PLAN FOR THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL NOT BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
7. ALL WASH WATER (WCS), OILS, FLOODES, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC. SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
8. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOATATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
9. DUST ON THE SITE SHALL BE CONTROLLED BY THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
10. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. RUBBISH SHALL BE REMOVED FROM THE CONSTRUCTION PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
11. ALL STORMWATER POLLUTION PREVENTION MEASURES PRESENTED ON THESE DRAWINGS, AND/OR IN THE STORMWATER POLLUTION PREVENTION PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.
12. ALL DENSE AREAS OF WOODS SHALL BE PROTECTED AND SHALL BE STABILIZED TEMPORARILY WITH THE USE OF FAST-GERMINATING ANNUAL GRASS/GRAIN SPECIES, STRAWHAY MULCH, WOOD CELLULOSE FIBERS, TACKIFIERS, NETTING OR BLANKETS AS SHOWN ON THESE DRAWINGS.
13. DISTURBED PORTLAND CEMENT CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED, SHALL BE PERMANENTLY STABILIZED AS SHOWN ON THE PLANS. THESE AREAS SHALL BE SEEDED, SODDED, AND/OR VEGETED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.
14. ALL MOVEMENT OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF, WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS DISCHARGED OFF THE SITE.
15. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
16. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY BE ACCUMULATED IN THE STORMWATER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE. CONTRACTOR SHALL ALSO REMOVE ALL SILT/ SEDIMENT/ DEBRIS PRIOR TO CERTIFICATION. ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION AND ALL BMPs SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
17. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
18. DURING THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION AND POLLUTANT DISCHARGE.
19. ALL SITE PLAN FOR PERMANENT AND TEMPORARY SIGNAGE.
20. GENERAL CONTRACTOR IS TO DESIGNATE/IDENTIFY AREAS ON THESE DRAWINGS, INSIDE OF THE LIMITS OF DISTURBANCE, FOR WASTE DISPOSAL AND DELIVERY AND MATERIAL STORAGE.
21. CONTRACTOR TO LIMIT DISBURSANCE OF SITE IN STRICT ACCORDANCE WITH EROSION CONTROL SEQUENCING SHOWN ON THE PLANS. NO UNNECESSARY GRADING SHALL BE ALLOWED. GRADING AND/OR STABILIZATION SHALL BE PERMITTED.
22. CONTRACTOR SHALL APPLY EROSION CONTROL BLANKETS TO ALL SLOPES 3:1-V OR STEEPER.

ALL MEASURES STATED ON THESE DRAWINGS, AND/OR IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

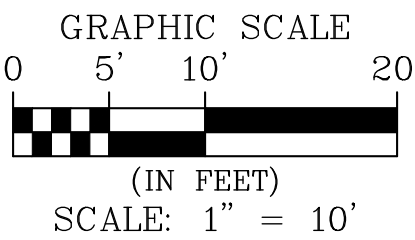
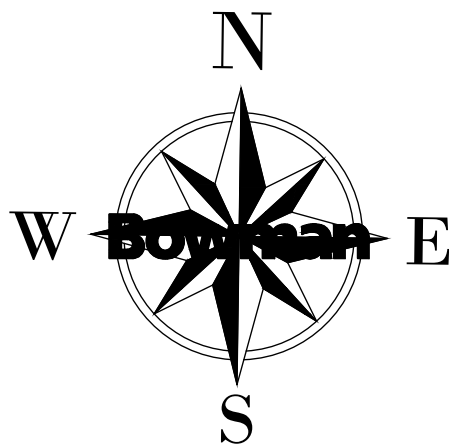
1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETRIORATION.
2. SUSPECTED AREAS SHALL BE CHECKED REGULARLY TO INSURE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED AS NEEDED.
3. SILT FENCES AND DIVERSION DIKES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION OF THE DIVERSION DIKE AND SILT FENCE CONDITION WHICH WILL PREVENT TRACKING OR THE FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION EXITS AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.
6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN GOOD WORKING CONDITION. SEDIMENT SHALL BE REMOVED FROM THE SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
7. PRIOR TO LEAVING THE SITE, ALL VEHICLES SHALL BE CLEANED OF DEBRIS. ANY DEBRIS AND/OR SEDIMENT REACHING THE PUBLIC STREET SHALL BE CLEANED IMMEDIATELY BY A METHOD OTHER THAN FLUSHING.

- LIMITS OF CONSTRUCTION LINE
SHOWN OFFSET FROM PROPERTY
FOR CLARITY PURPOSES.

LIMIT OF CONSTRUCTION SHALL NOT
EXTEND PAST PROJECT BOUNDARY
EXCEPT WHERE OFF-SITE WORK IS
CONSTRUCTED, SUCH AS SIDEWALKS,
UNDERGROUND UTILITY CONNECTION,
AND DRIVEWAY CONNECTION TO R.O.W

SILT FENCE LINE SHOWN OFFSET
FROM PROPERTY FOR CLARITY PURPOSES.

SILT FENCE SHALL BE INSTALLED ON THE PROJECT BOUNDARY EXCEPT WHERE OFF-SITE WORK IS CONSTRUCTED, SUCH AS SIDEWALKS, UNDERGROUND UTILITY CONNECTION, AND DRIVEWAY CONNECTION TO R.O.W.



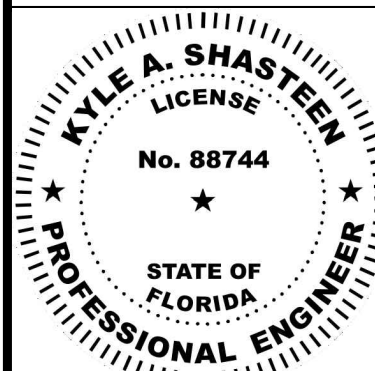
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EROSION CONTROL PLAN

RETAIL DEVELOPMENT

244 W STORY ROAD,
WINTER GARDEN, FL 34787

ORANGE COUNTY



KYLE A. SHASTEEN, P.E.
FLORIDA NO. 88744

PLAN STATUS

DATE	DESCRIPTION	
(MEL)	(MEL)	KAS
DESIGN	DRAWN	CHKD

SCALE	NONE

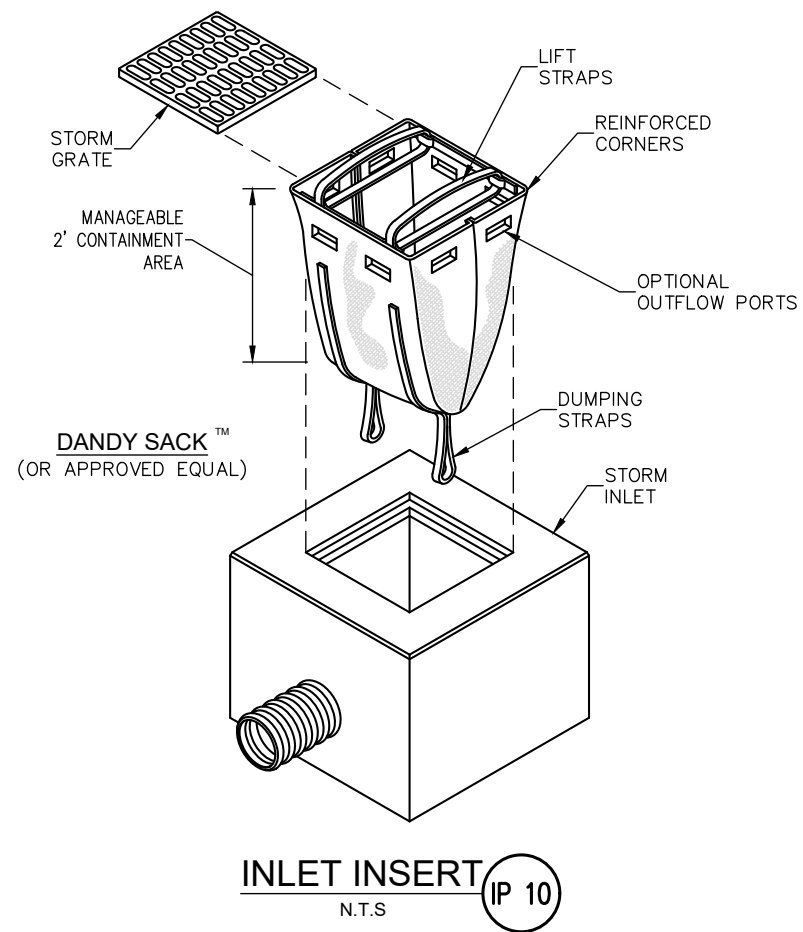
JOB No. 011513-01-001

DATE May 7, 2025

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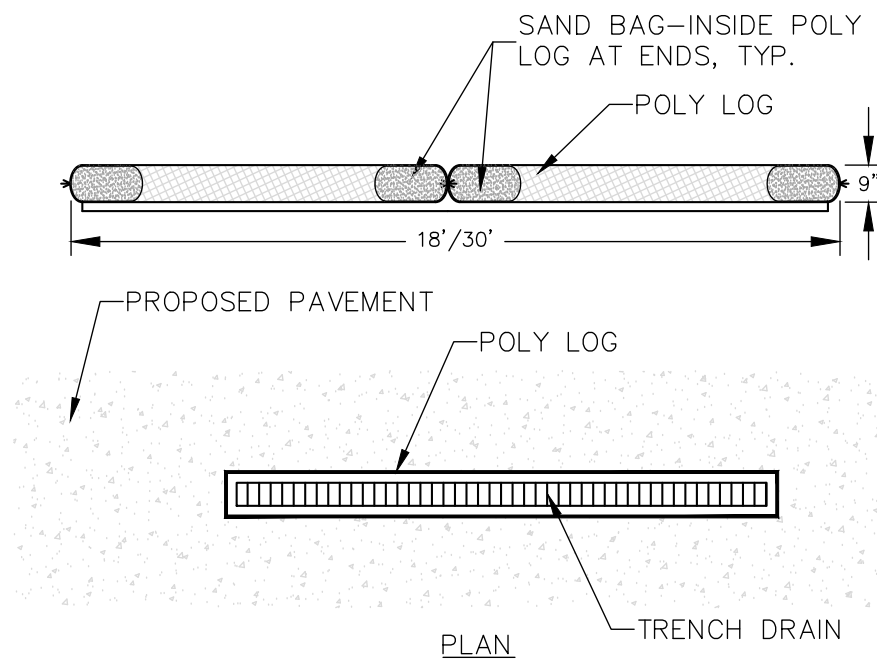
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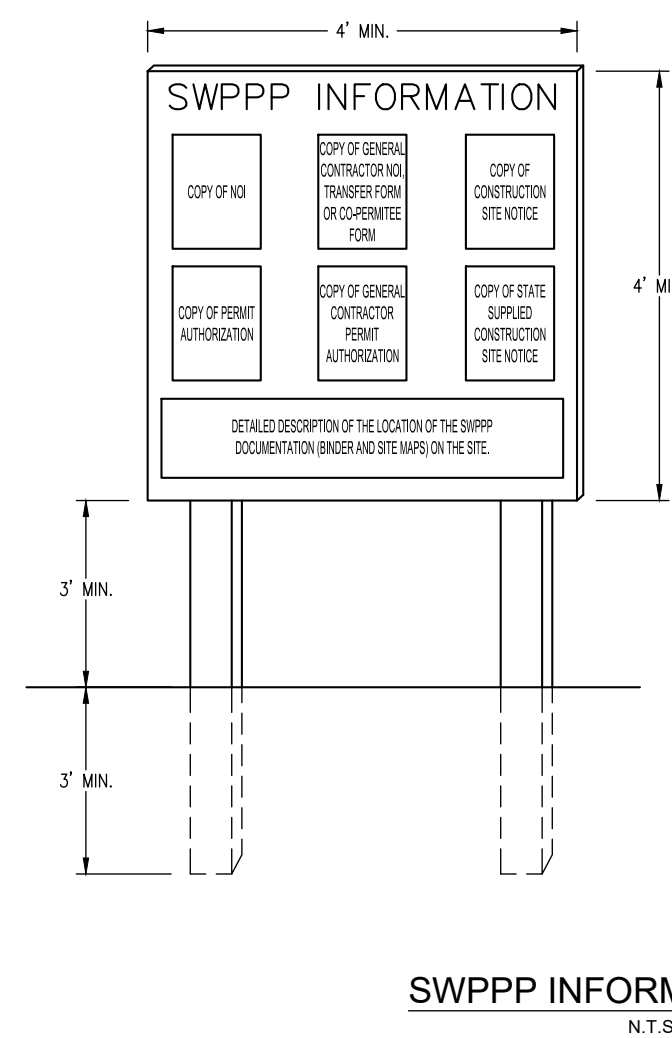
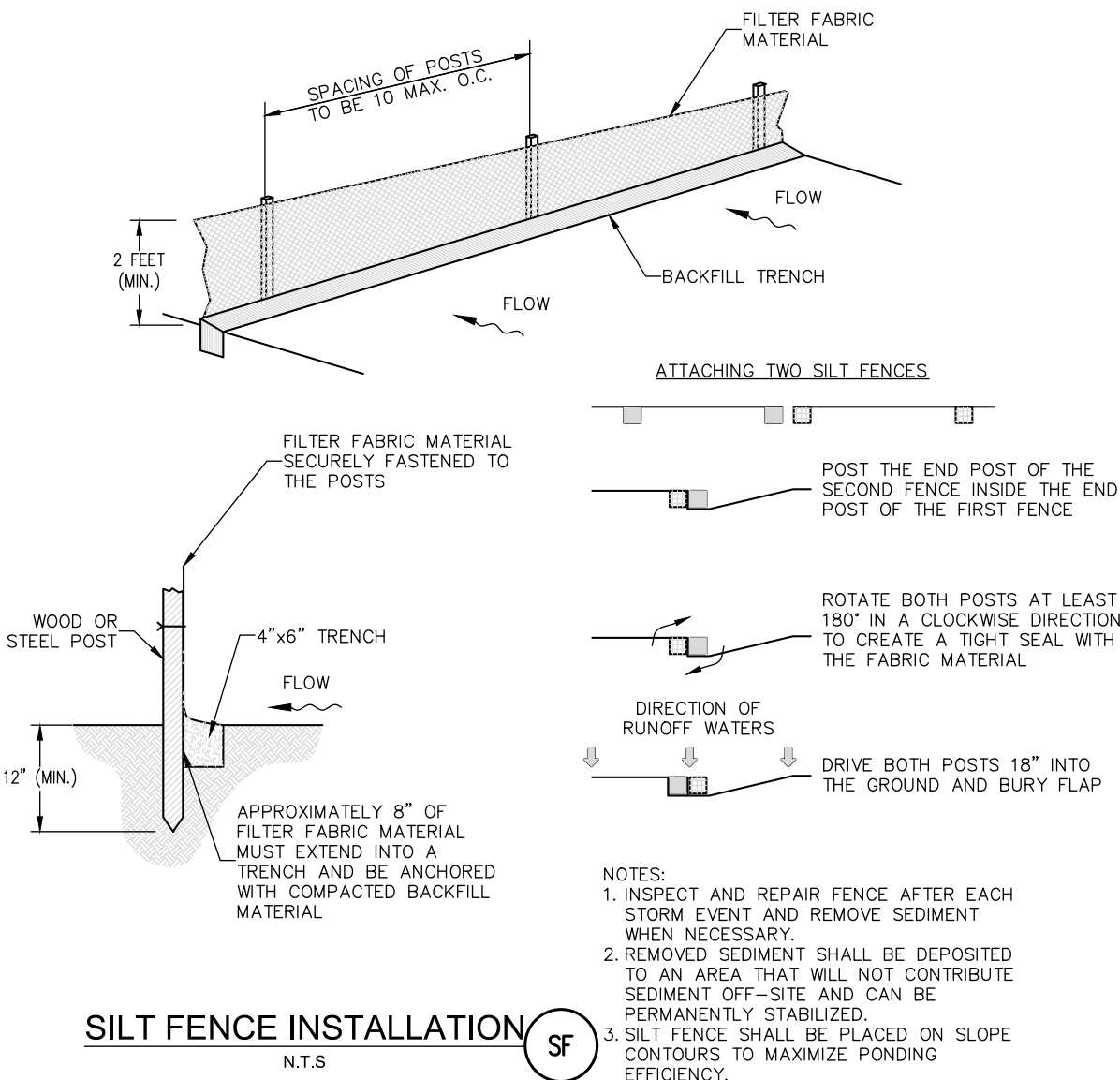
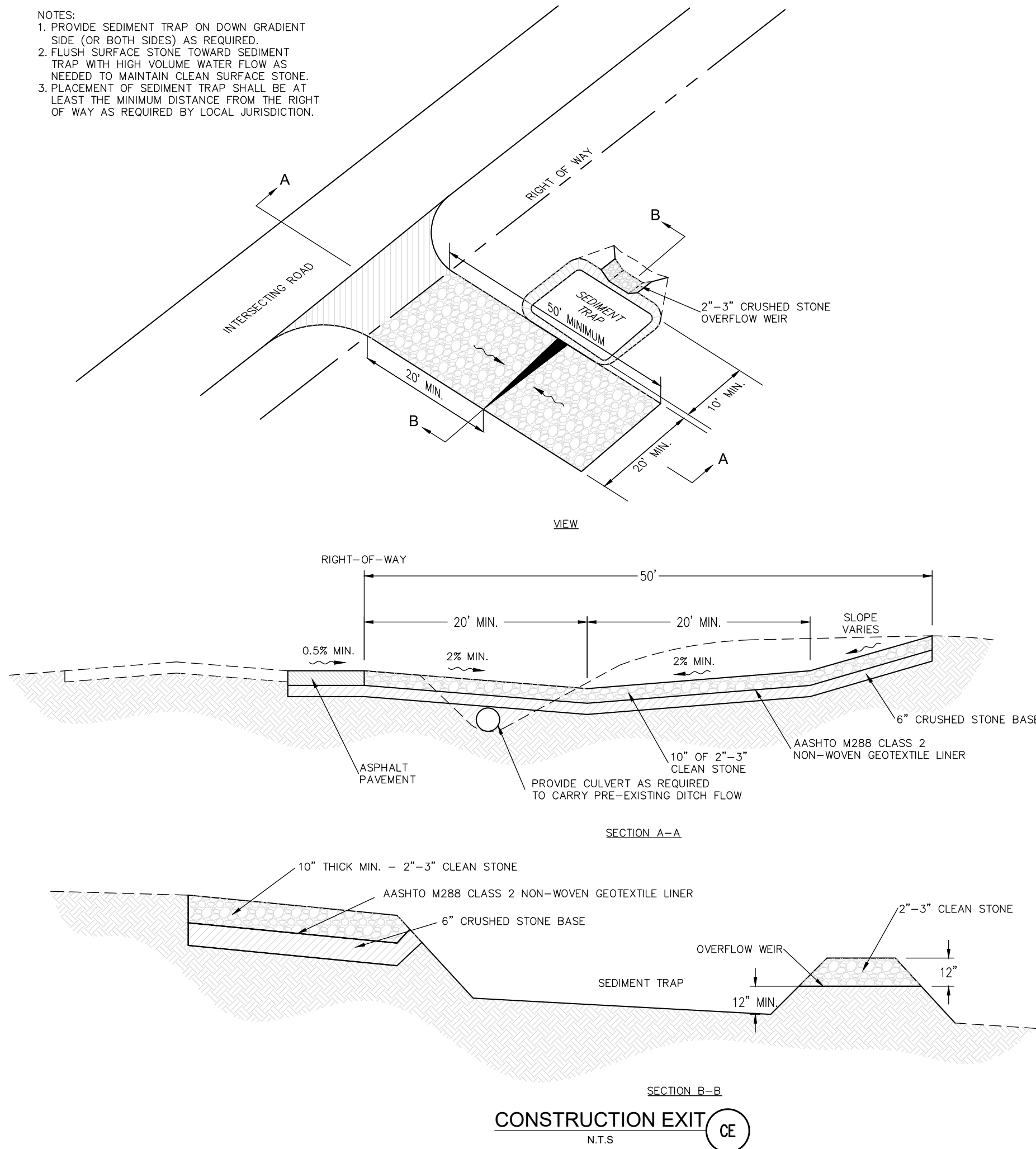
LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4633	120 LBS
TEAR RESIST	ASTM D-4633	7 MILLS
TRAPEZOID TEAR	ASTM D-4533	120 LBS
DIVISION TEST	ASTM D-4535	25 LBS
APPEARANT OPENING SIZE	ASTM D-4751	40 USIEVE
FLOW RATE	ASTM D-4981	60 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	1.5 SEC-1"
MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4633	135 LBS
TEAR RESIST	ASTM D-4633	7 MILLS
TRAPEZOID TEAR	ASTM D-4533	45 LBS
DIVISION TEST	ASTM D-4535	25 LBS
APPEARANT OPENING SIZE	ASTM D-4751	20 USIEVE
FLOW RATE	ASTM D-4981	40 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	1.5 SEC-1"

- NOTES:
1. FOR TEMPORARY USE TO CAPTURE LARGER DIAMETER SEDIMENTS.
 2. NOT TO BE UTILIZED AS THE ONLY SEDIMENT CONTAINMENT SYSTEM
 3. GEOTEXTILE WILL BE A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEED REQUIREMENTS IN THE SPECIFICATIONS TABLE.
 4. AN OIL ADSORBENT PAD OR PILLOW CAN BE PURCHASED WHEN OIL SPILLS ARE A CONCERN.
 5. INSPECT PER REGULATORY REQUIREMENTS.



- NOTES:
1. STANDARD LENGTHS ARE 9 AND 15 FEET.
 2. DIAMETER OF POLY LOG IS 9"
 3. YELLOW-COLORED PVC MESH POROUS SLEEVE FILLED WITH NONGRADABLE RECYCLED POLYPROPYLENE MATERIAL.
 4. COMBINE POLY LOGS FOR NEEDED LENGTHS OR LONG RUNS.

POLY LOG SEDIMENT CONTROL



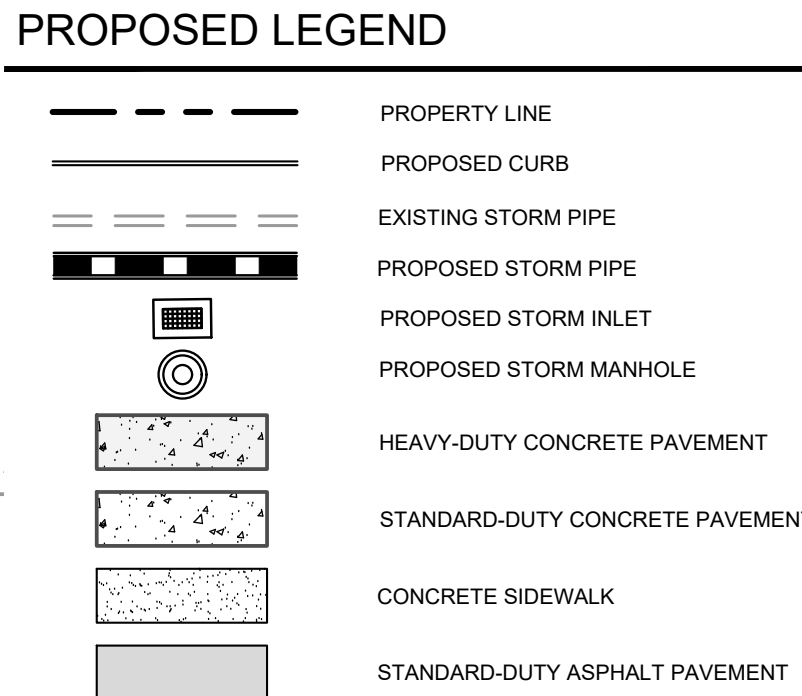
- NOTES:
1. "SWEEP INFORMATION" MUST BE DISPLAYED PROMINENTLY ACROSS THE TOP OF THE SIGN, AS SHOWN IN THE DETAIL.
 2. SIGN TO BE CONSTRUCTED OF A RIGID MATERIAL, SUCH AS PLYWOOD OR ALUMINUM, WITH THE SWEEP INFORMATION MANAGED TO BE READABLE TO PROTECT DOCUMENTS FROM DAMAGE DUE TO WEATHER (WIND, SUN, MOISTURE, ETC.).
 3. THE SWEEP INFORMATION SIGN MUST BE LOCATED NEAR THE ENTRANCE/EXIT OF THE SITE, SUCH THAT IT IS ACCESSIBLE/VIEWABLE BY THE GENERAL PUBLIC. THE SIGN MUST BE CONSTRUCTED TO BE READABLE TO THE GENERAL PUBLIC. ALL POSTED DOCUMENTS MUST BE MAINTAINED IN A CLEARLY READABLE MANNER UNTIL THE REQUIRED PERMIT CONSTRUCTION IS COMPLETED. THE NOTICE OF TERMINATION (NOT) IS FILED FOR THE PERMIT.
 4. CONTRACTOR SHALL POST OTHER STORM WATER AND/OR EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY THE LOCAL AGENCY.
 5. CONTRACTOR SHALL LOCATE OUTSIDE OF PUBLIC RIGHT-OF-WAY AND EASEMENTS UNLESS APPROVED BY THE GOVERNING AGENCY.
 6. CONTRACTOR IS RESPONSIBLE FOR ENSURING STABILITY OF THIS SWEEP INFORMATION SIGN.



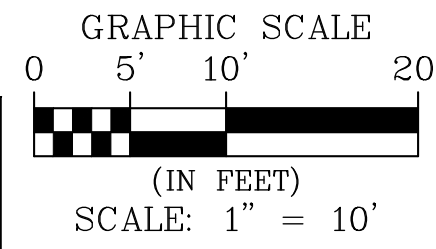
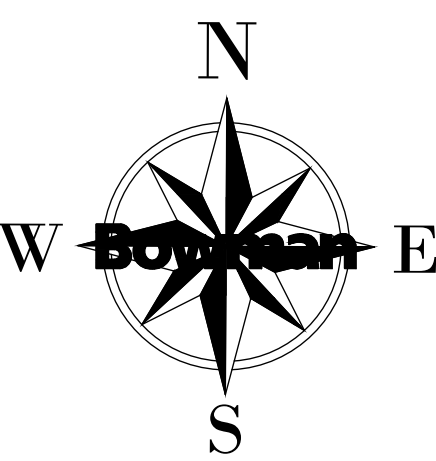
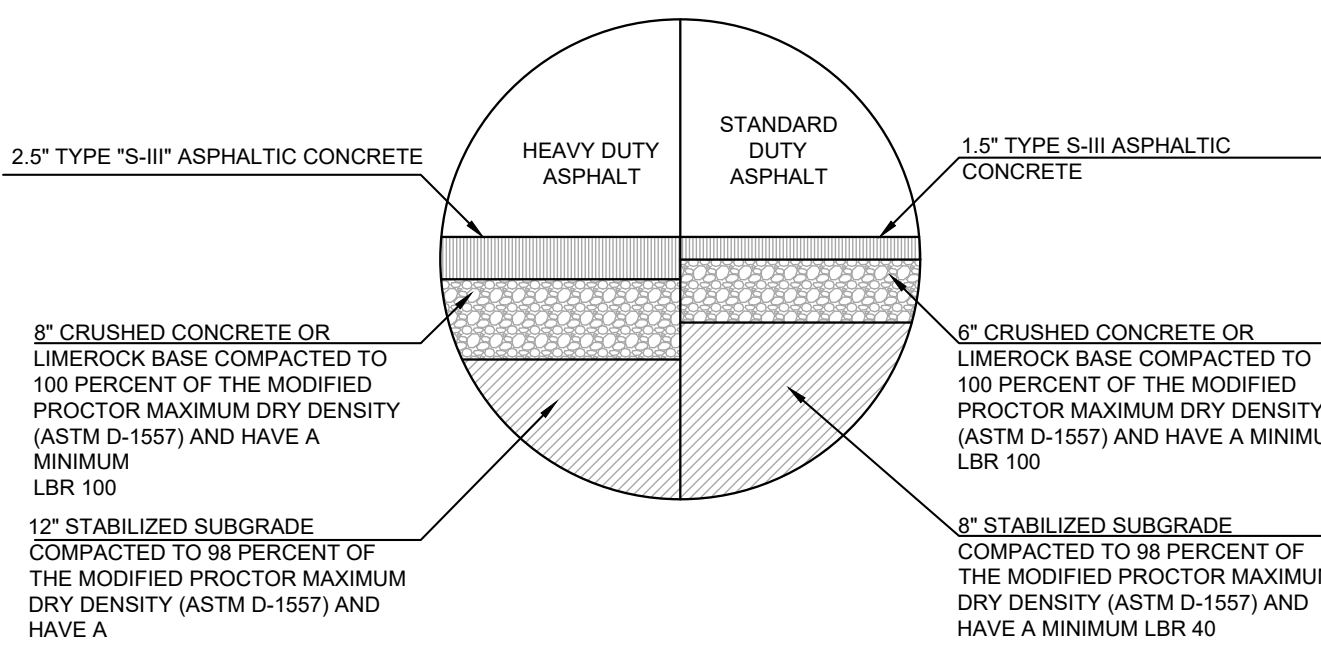
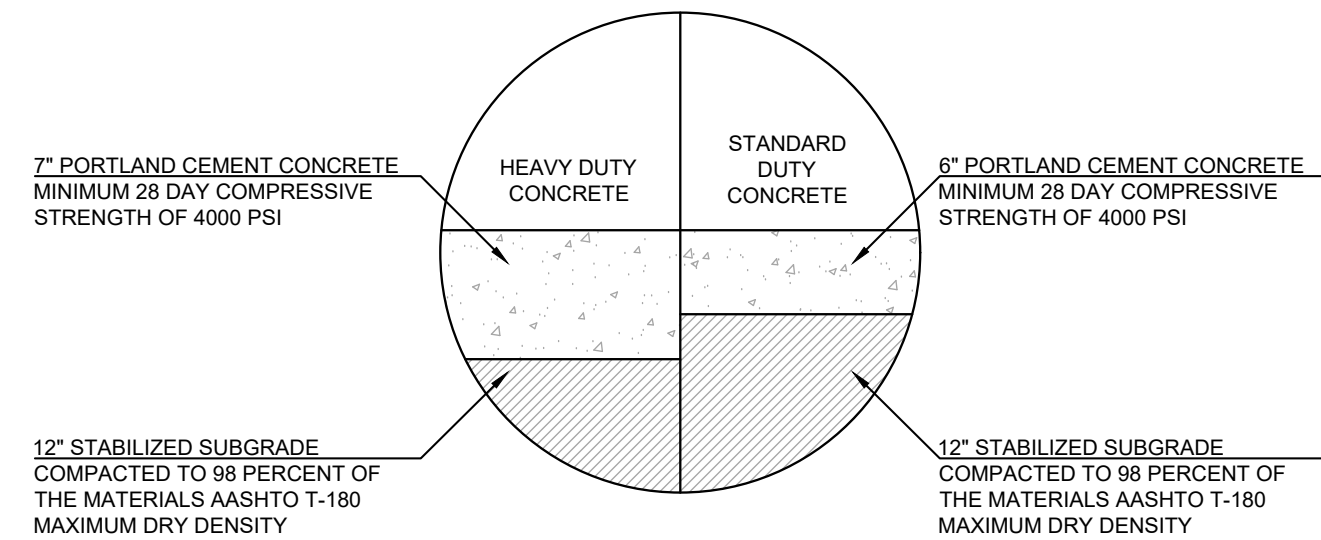
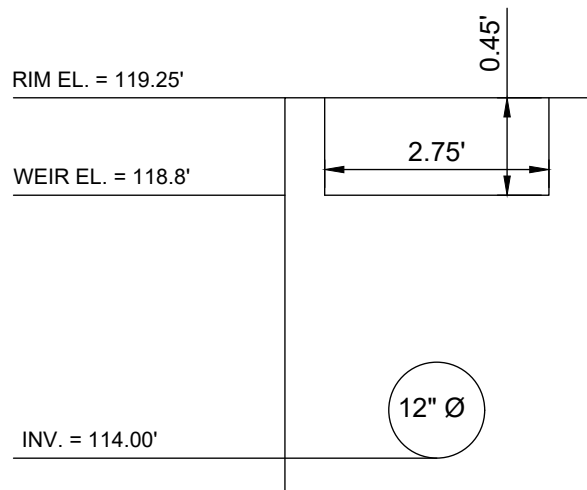
2. ALL GRAVITY SANITARY PIPE AND FITTINGS SHALL BE SDR 26
3. ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (ASTM D-1587)
4. AS-BUILT RECORD DRAWINGS SHALL COMPLY WITH CITY OF WINTER GARDEN REQUIREMENTS AVAILABLE ONLINE.
5. ALL STORM (12") AND SANITARY LINES (8") SHALL BE INSPECTED BY CCTV PRIOR TO COMPLETION OF THE PROJECT.
6. USE CITY CITYSTANDARD DETAIL SHEETS FOR UTILITIES AND PUBLIC WORKS IN FUTURE SUBMITTALS (SEE CITY WEBSITE).
7. ALL INSTALLATION SHALL BE IN ACCORDANCE WITH CITYSTANDARD DETAIL SHEETS. IT SHALL MEET ALL CITY MATERIAL AND INSTALLATION REQUIREMENTS AS SPECIFIED IN THE CITY'S STANDARDS & SPECIFICATIONS INCLUDING CLASS I BEDDING, HP POLYPROPYLENE PIPE (NOT HDPE OR N-12), LASER PROFILE, INSTALLATION PER ASTM D2921, ETC. (SEE UNDERLINE ONLINE FORMS ON WEBSITE).
8. ALL 12" DRAINAGE CONCRETE MANHOLES SHALL BE CONSTRUCTED ALONG THE CURB STREET FRONTS PER PURSUANT TO CITY CODE (AS SHOWN). EXISTING SIDEWALKS, CURBS, OR PAVEMENT WILL BE CHECKED AT COMPLETION AND ANY DAMAGED SECTIONS SHALL BE REPAIRED.
9. ALL UTILITIES SHALL BE UNDERGROUND PURSUANT TO CODE (SEE 18-33) INCLUDING ELECTRICAL POWER, CABLE, TELEPHONE, ETC.

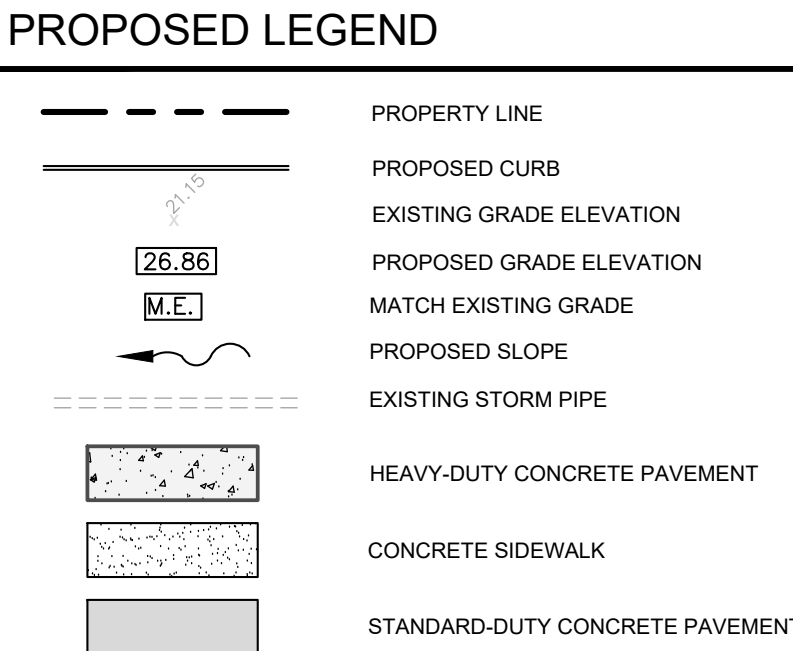
1. RETAIL.
2. OFFICE.





1. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE BASED UPON THE FOLLOWING FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK "755290D" DESCRIBED AS 3" GRASS GRID STAMPED "DSPNC 755290D" HAVING AN ELEVATION OF 10.00 FEET.
2. SAWCUT AND REPAIR EXISTING ASPHALT AT ALL DRIVEWAY CONNECTIONS.
3. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF ALL EXISTING UTILITY LOCATIONS HAVE BEEN OBTAINED FROM RECORD DRAWINGS AND ARE APPROXIMATE AND WERE LOCATED BASED ON EITHER VISUAL OBSERVATIONS AT THE SITE, EXISTING SURVEYS, AND/OR FROM UTILITY OWNERS. THE OWNER DOES NOT GUARANTEE THAT EXISTING UTILITY LOCATIONS ARE EXACT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATIONS OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY CONSTRUCTION PERMITS. THE CONTRACTOR SHALL CALL APPROPRIATE UTILITY COMPANIES AND THE UTILITIES PROTECTION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE NECESSARY PERMITS FROM ANY UTILITY COMPANIES WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
4. ALL CUT OR FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE NOTED.
5. EXISTING DRAINAGE STRUCTURES TO BE INSPECTED AND REPAIRED AS NEEDED, AND EXISTING PIPES TO BE CLEANED AND REPAIRED TO REMOVE ALL SIFTS AND DEBRIS.
6. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
7. ALL EXISTING PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
8. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH WATER, AND SHALL HAVE TRAP COVERS. ALL STORM SEWER MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
9. THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINES IN THE GENERAL N.P.D.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTIONS ACTIVITIES.
10. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDING AND FOR ALL NATURAL AND PAVED AREAS.
11. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL GRASS DISTURBED AREAS IN ACCORDANCE WITH CITY/COUNTY SPECIFICATIONS UNTIL PERMANENTLY COVERED BY GRASS.
12. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
13. THE CONTRACTOR TO PROVIDE AS-BUILTS OF ALL IMPROVEMENTS TO THE SITE, PERFORMED BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA. AS-BUILTS TO INCLUDE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, PIPES, FITTINGS, STRUCTURES, AND OTHER APPURTENANCES. ELEVATIONS OF PIPES AT CROSSING POINTS MUST BE SUFFICIENT TO IDENTIFY MINOR VARIATIONS IN GRADE. AS-BUILTS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW. THE FOREMENTIONED CRITERIA AS-BUILTS MUST MEET ALL LOCAL AND JURISDICTIONAL REQUIREMENTS FOR CERTIFICATION OF CONSTRUCTION.
14. ALL PROPOSED SPOT ELEVATIONS SHALL BE IN EDGE OF PAVEMENT, UNLESS SPECIFIED OTHERWISE.
15. THE CITY OF WINTER GARDEN WILL ASPECT PRIVATE SITE IMPROVEMENTS ALL TO THE EXTENT THAT THEY CONNECT TO CITY OWNED/MAINTAINED SYSTEMS (ROADWAYS, DRAINAGE, UTILITIES). IT IS THE RESPONSIBILITY OF THE OWNER AND DESIGN ENGINEER TO ENSURE THAT PRIVATELY OWNED AND MAINTAINED SYSTEMS ARE PROPERLY CONNECTED TO CITY OWNED/MAINTAINED SYSTEMS. THE CITY IS RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF PRIVATELY OWNED SYSTEMS TO INCLUDE, BUT NOT LIMITED TO, ROADWAYS, PARKING LOTS, DRAINAGE, STORMWATER PONDS OR ON-SITE UTILITIES.
16. NO FILL OR RUNOFF WILL BE ALLOWED TO DISCHARGE ONTO ADJACENT PROPERTIES. EXISTING DRAINAGE SYSTEMS WILL BE ALTERED TO PREVENT ANY DISCHARGE TO ADJACENT PROPERTIES. IF APPROVED, 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 FROM ADJACENT PROPERTY OWNERS WILL BE REQUIRED. THE CITY OF WINTER GARDEN WILL NOT ACCEPT ANY 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 ALL CITY OF WINTER GARDEN ORDINANCES, INCLUDING BUT NOT LIMITED TO, CHAPTER 10-10, 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.
17. ALL EXISTING AND PROPOSED DRAINAGE AND ALL SANITARY PIPES GREATER THAN 6" DIAMETER SHALL BE INSPECTED BY CITY PRIOR TO COMPLETION.





- THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE BASED UPON THE FOLLOWING FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK "AT55290" DESCRIBED AS 3" BRASS DISK STAMPED "DSPNC 755290" HAVING AN ELEVATION OF 14'.
- SAVCHUR AND REPAIR EXISTING ASPHALT AT ALL DRIVEWAY CONNECTIONS.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF ALL EXISTING UTILITY LOCATIONS AND STRUCTURES SHALL BE VERIFIED BY THE CONTRACTOR AND APPROXIMATE WERE LOCATED BASED ON EITHER VISUAL OBSERVATIONS AT THE SITE, EXISTING SURVEYS, AND/OR FROM UTILITY OWNERS. THE OWNER DOES NOT GUARANTEE THAT EXISTING UTILITY LOCATIONS ARE EXACT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATIONS OF EXISTING UTILITY LOCATIONS AND STRUCTURES. IF ANY EXISTING UTILITY CONSTRUCTION, THE CONTRACTOR SHALL CALL APPROPRIATE UTILITY COMPANIES AND THE UTILITIES PROTECTION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE NECESSARY PERMITS AND/OR ENGINEER OF ANY UTILITY CONFLICTS WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- ALL CUT OR FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE NOTED.
- EXISTING DRAINAGE STRUCTURES TO BE INSPECTED AND REPAIRED AS NEEDED, AND EXISTING PIPES TO BE REPAIRED OR REPLACED AS NEEDED TO REMOVE ALL SLEETS AND DEBRIS.
- IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
- ALL PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERIGHT.
- ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAP AND STRAINING RINGS. ALL UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
- THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINES IN THE GENERAL N.P.D.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTIONS ACTIVITIES.
- CONSTRUCTION SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDING AND FOR ALL NATURAL AND PAVED AREAS.
- ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. THE CONTRACTOR SHALL DISTURBED AREAS IN ACCORDANCE WITH CITY/COUNTY SPECIFICATIONS UNDER THE STANDARDS OF THE DISTRICT ENGINEER.
- CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
- THE CONTRACTOR TO PROVIDE AS-BUILTS OF ALL IMPROVEMENTS TO THE SITE, PERFORMED BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA, AS-BUILTS TO INCLUDE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, PIPES, FITTINGS, STRUCTURES, AND OTHER APPURTENANCES. ELEVATIONS OF PIPES AT CROSSING POINTS MUST BE SUFFICIENT TO IDENTIFY THE EXACT LOCATION OF THE PIPES. THE AS-BUILTS SHALL BE SUBMITTED TO THE CITY ENGINEER. THE AFOREMENTIONED CRITERIA AS-BUILTS MUST MEET ALL LOCAL AND JURISDICTIONAL REQUIREMENTS FOR CERTIFICATION OF CONSTRUCTION.
- ALL PROPOSED SPOT ELEVATIONS ARE AT EDGE OF PAVEMENT, UNLESS SPECIFIED OTHERWISE.
- THE CITY OF WINTER GARDEN SHALL INSPECT PRIVATE SITE IMPROVEMENTS UP TO THE EXTENT THAT THEY CONNECT TO CITY OWNED/MAINTAINED SYSTEMS (ROADWAYS, DRAINAGE, UTILITIES). IT IS THE RESPONSIBILITY OF THE OWNER AND DESIGN ENGINEER TO ENSURE THAT PRIVATELY OWNED AND MAINTAINED SYSTEMS ARE PROTECTED FROM DAMAGE. THE CITY OF WINTER GARDEN SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF PRIVATELY OWNED SYSTEMS TO INCLUDE, BUT NOT LIMITED TO, ROADWAYS, PARKING LOTS, DRAINAGE, STORMWATER PONDS OR ON-SITE UTILITIES. NO FILL OR RUNOFF WILL BE ALLOWED TO DISCHARGE ONTO ADJACENT PROPERTIES; EXISTING DRAINAGE PATTERNS SHALL BE MAINTAINED OR ALTERED TO PREVENT SUCH DISCHARGE. IF 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 FROM THE CITY OF WINTER GARDEN WILL BE REQUIRED. THE CITY OF WINTER GARDEN SHALL BE 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 ADOHERE TO THE CITY OF WINTER GARDEN'S STORMWATER MANAGEMENT ORDINANCE, CHAPTER 106-10, CHAPTER 106-10M - STORMWATER. IF APPROVAL IS GRANTED BY THE CITY OF WINTER GARDEN, IT DOES NOT HAVE ANY PERMITS THAT MAY BE REQUIRED BY FEDERAL, STATE, REGIONAL, COUNTY, MUNICIPAL OR OTHER AGENCIES THAT MAY HAVE JURISDICTION.
- ALL EXISTING PIPES CHANGING SIZE OR DIRECTION AND ALL SANITARY PIPES GREATER THAN 6" DIAMETER SHALL BE INSPECTED BY CITY PRIOR TO COMPLETION.



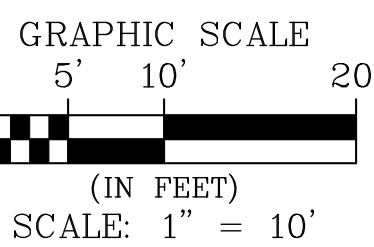
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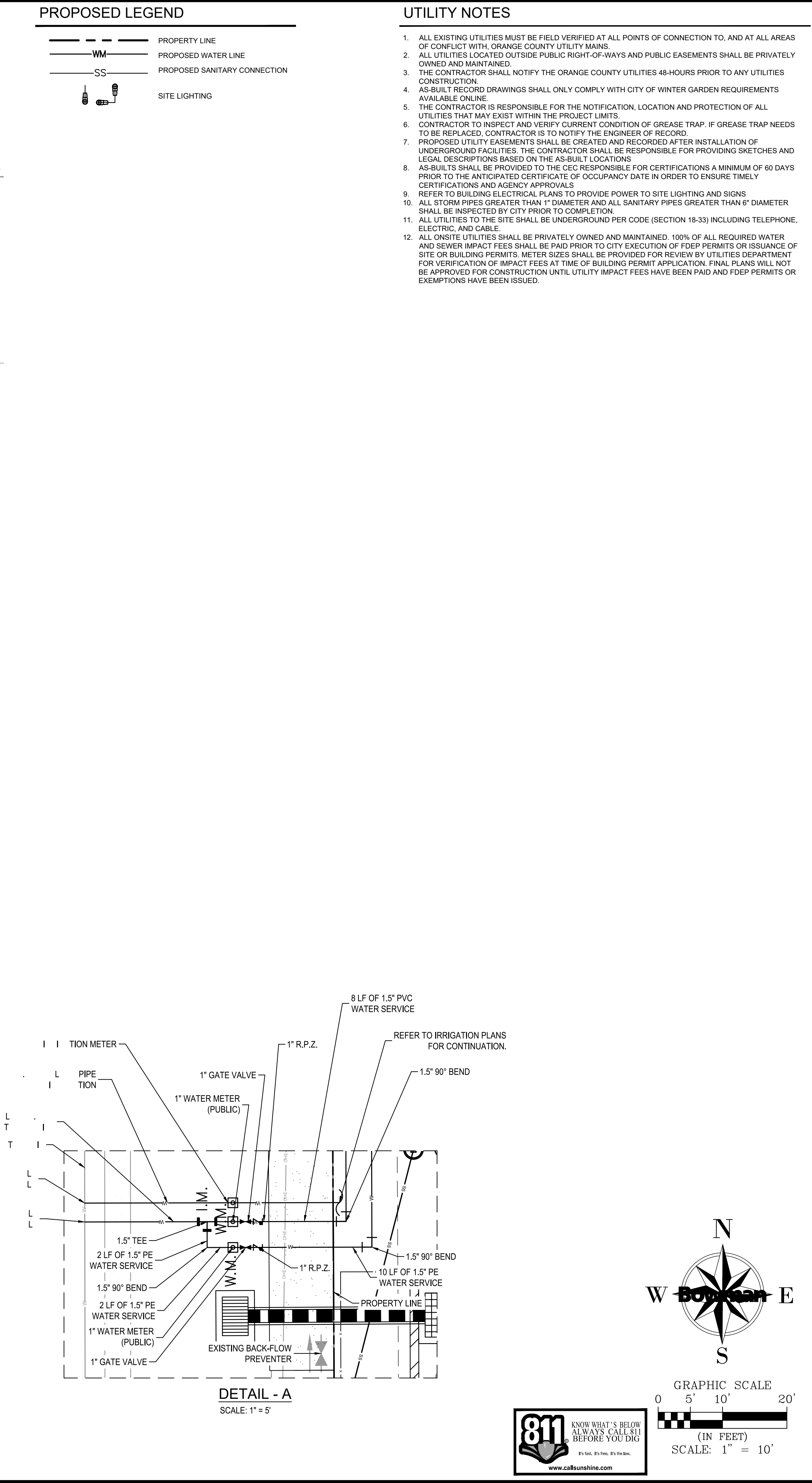


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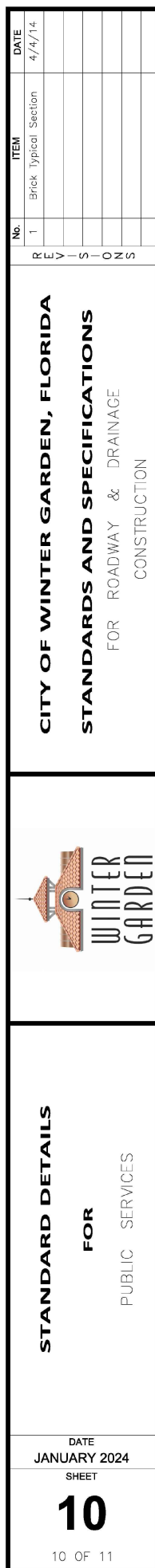
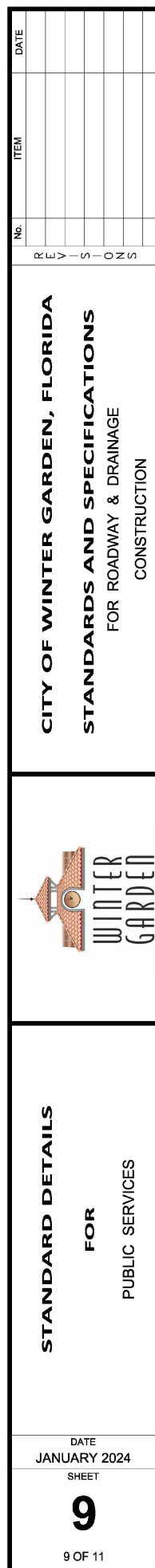
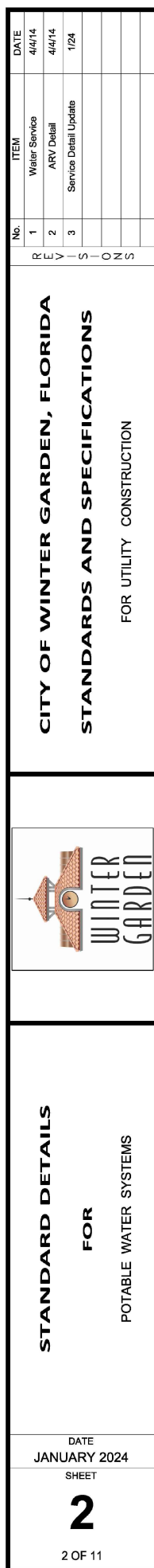
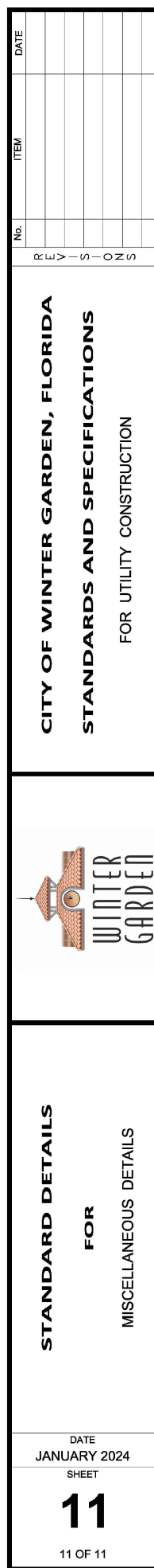


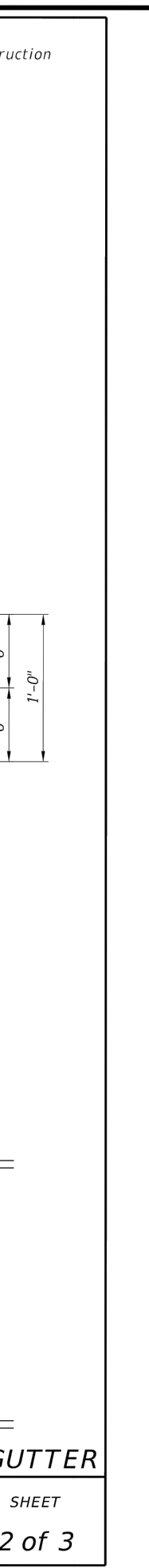
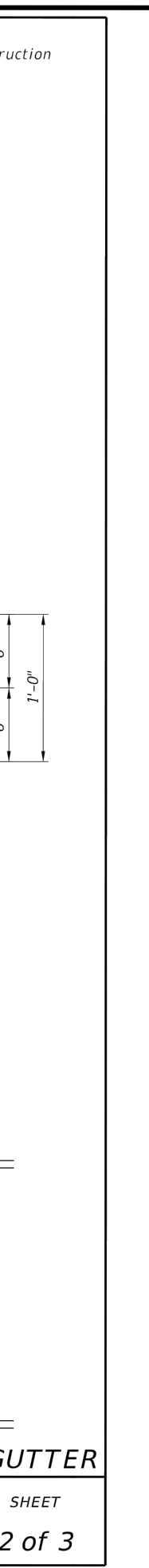
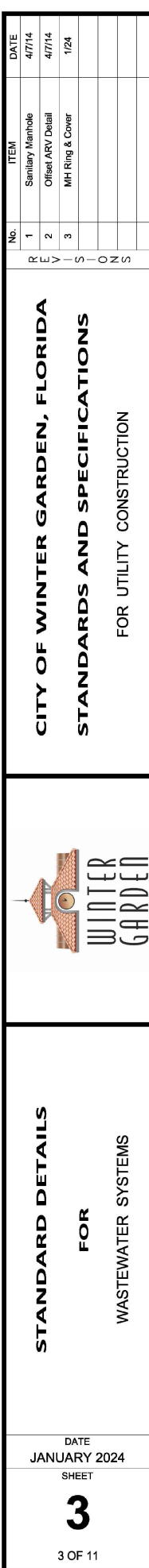
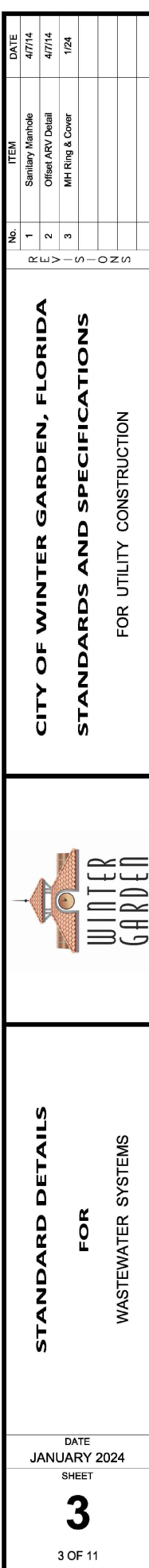
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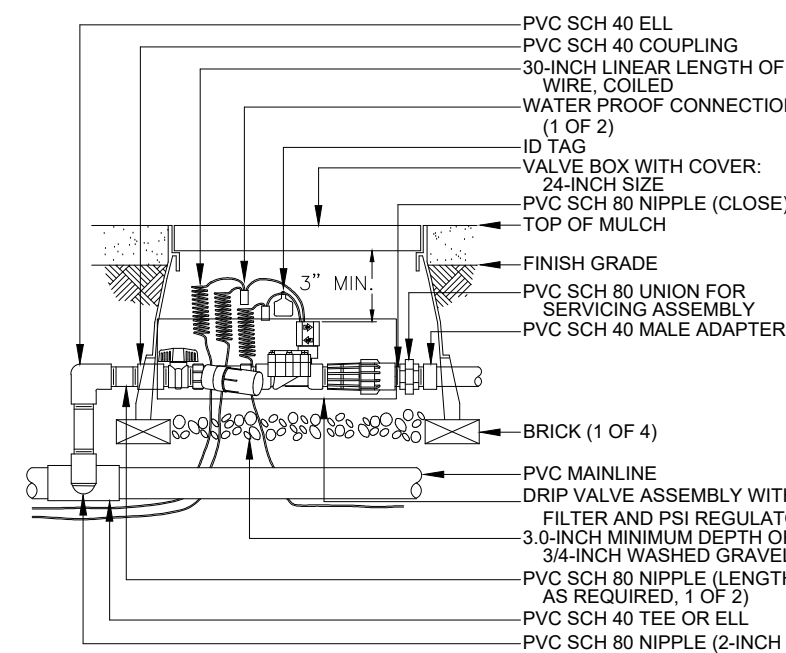




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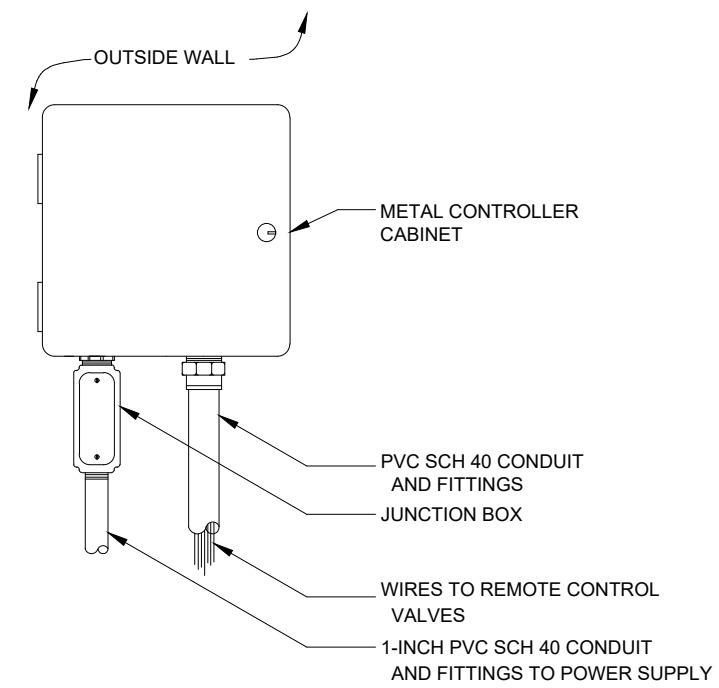


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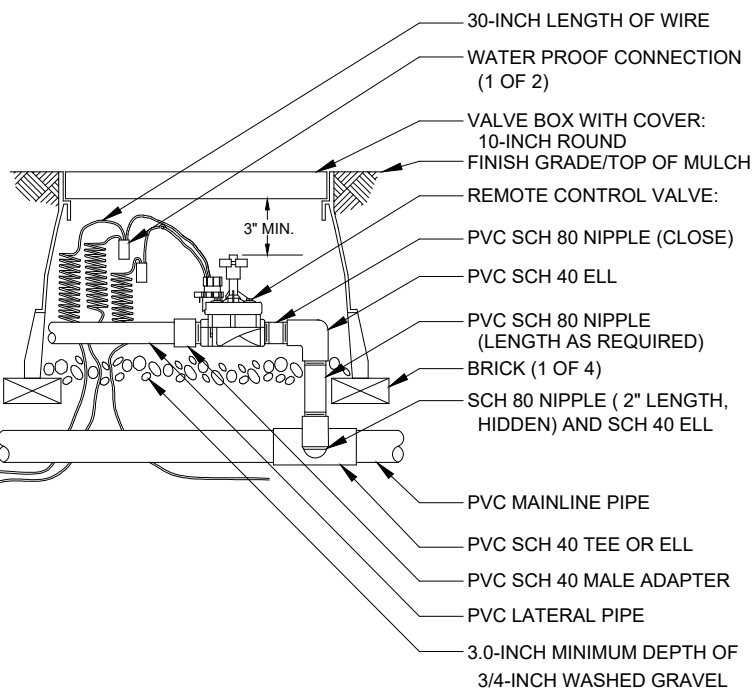
CONTROL ZONE KIT

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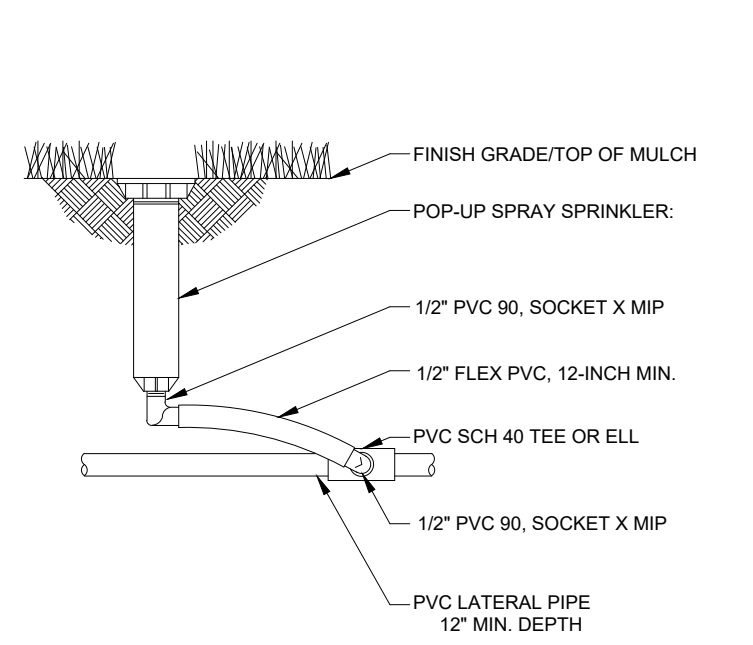
WALL MOUNT CONTROLLER

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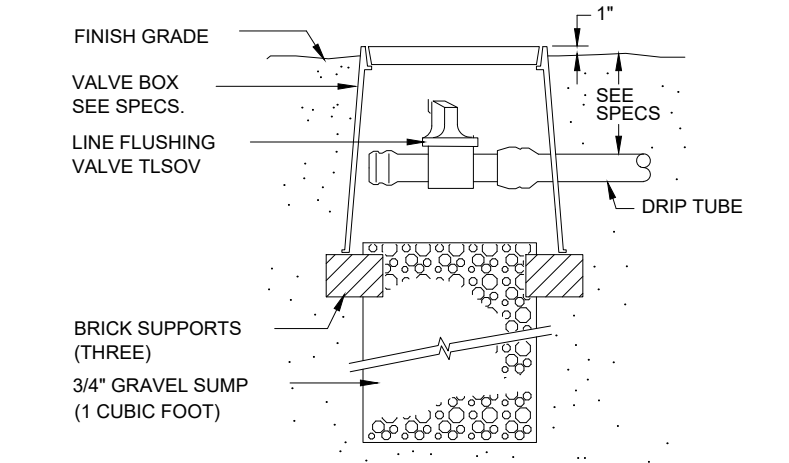
REMOTE CONTROL VALVE

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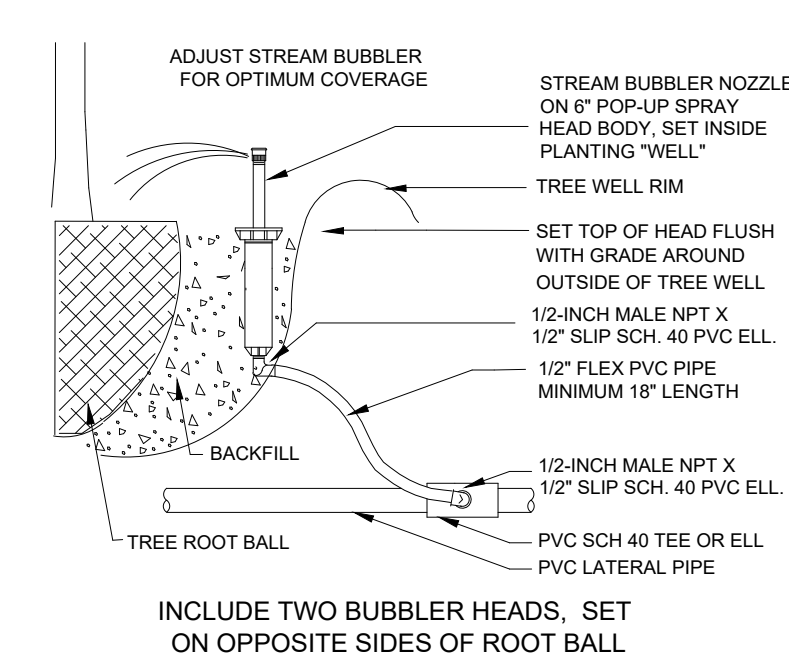
POP-UP SPRAY HEAD

N.T.S.



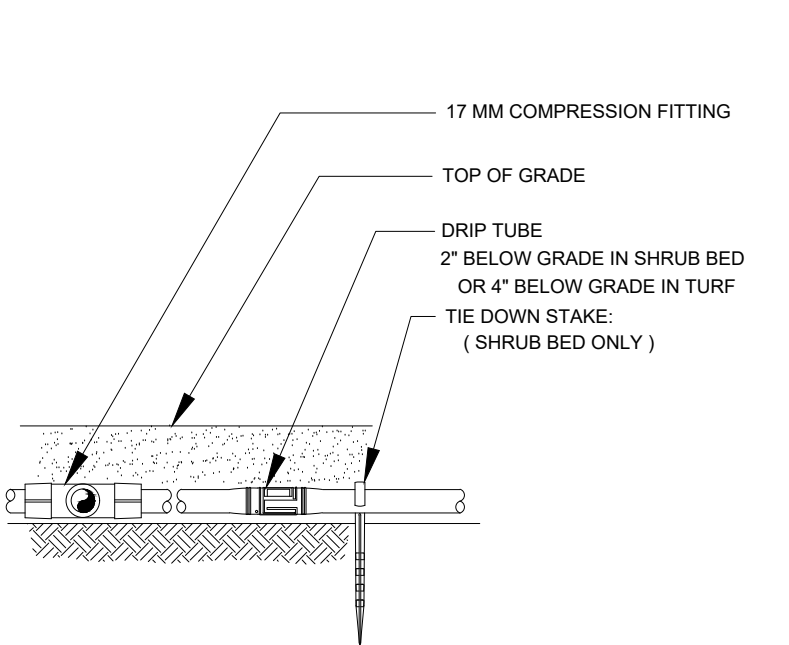
MANUAL LINE FLUSH VALVE

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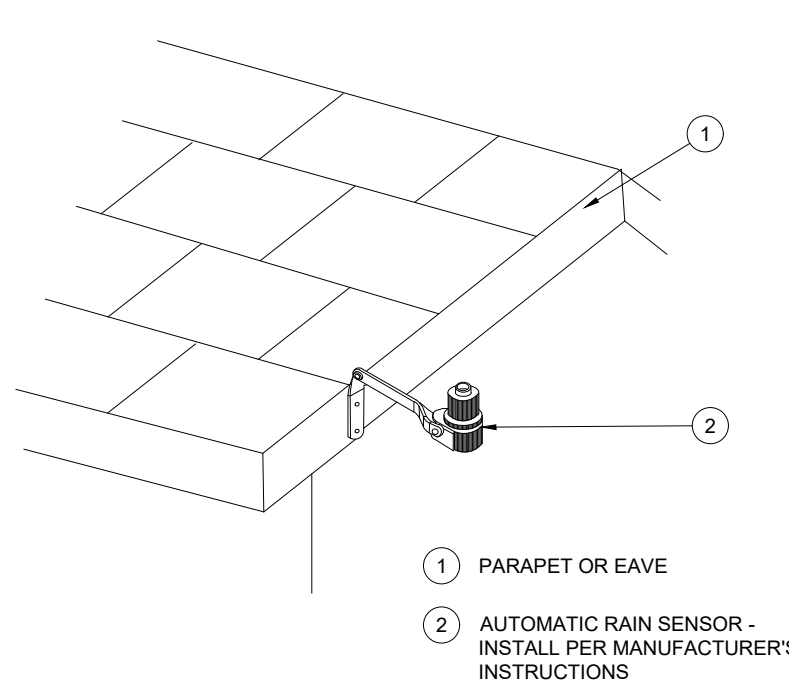
TREE BUBBLER

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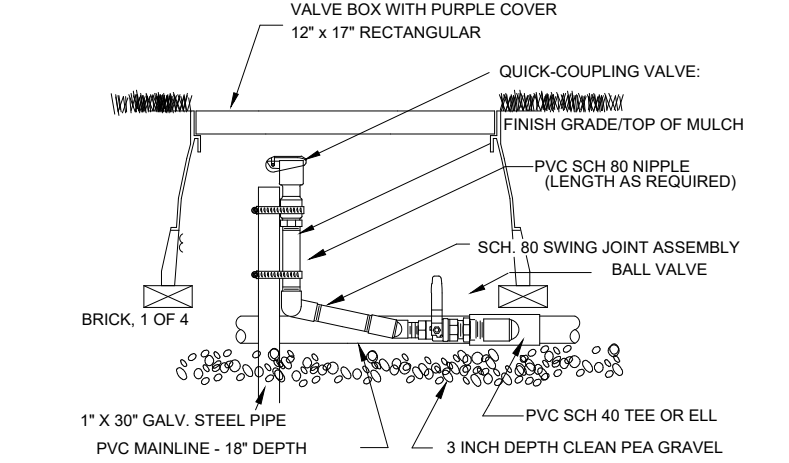
DRIP TUBE

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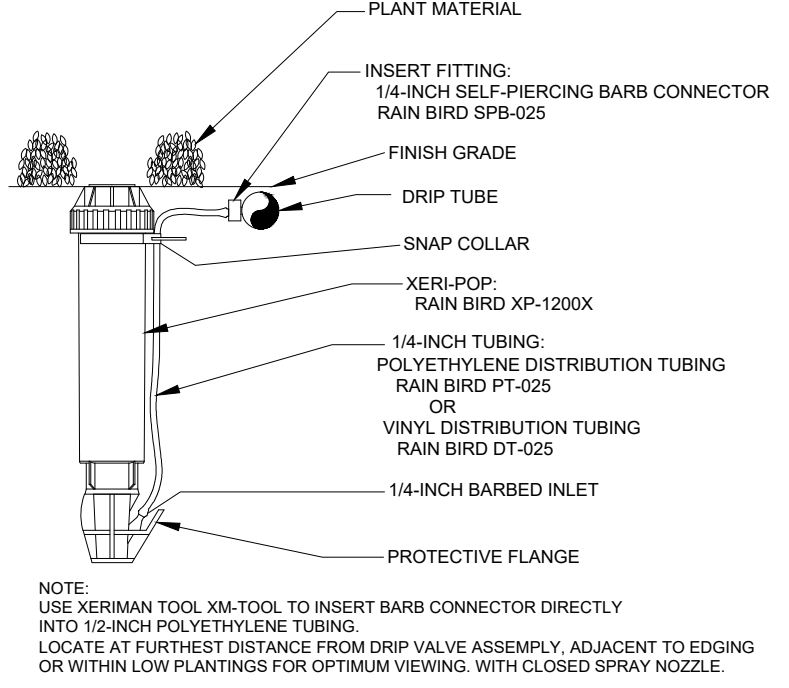
RAIN SENSOR, ROOF MOUNT

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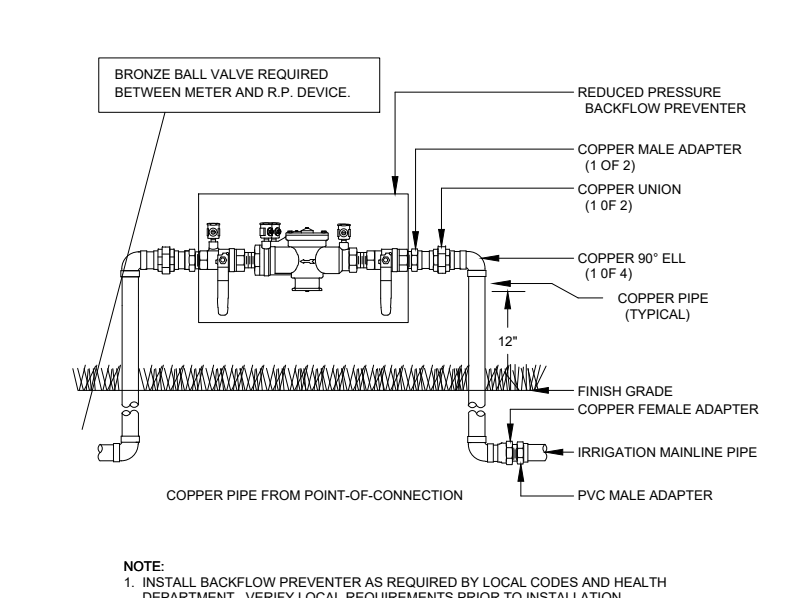
QUICK COUPLER VALVE WITH PVC BALL VALVE

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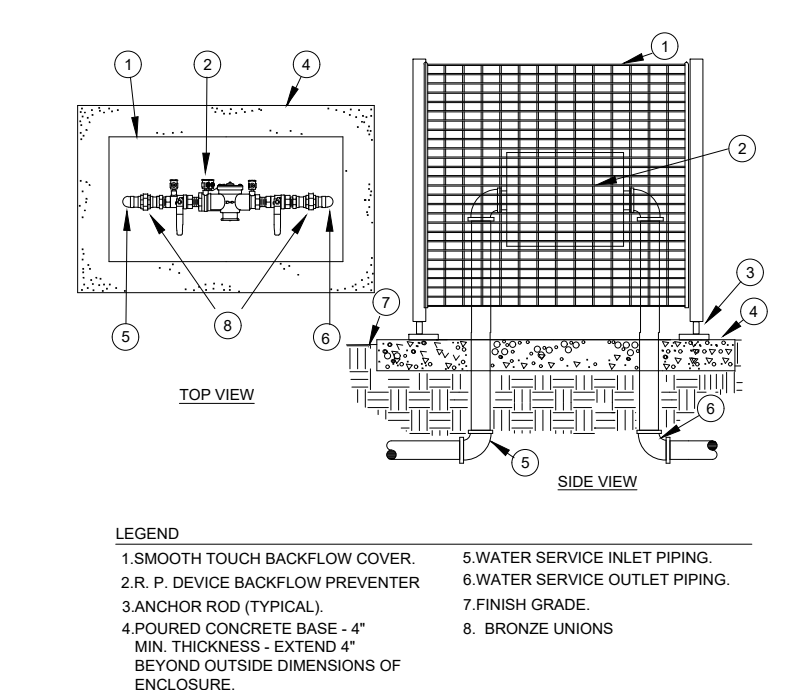
DRIP ZONE INDICATOR

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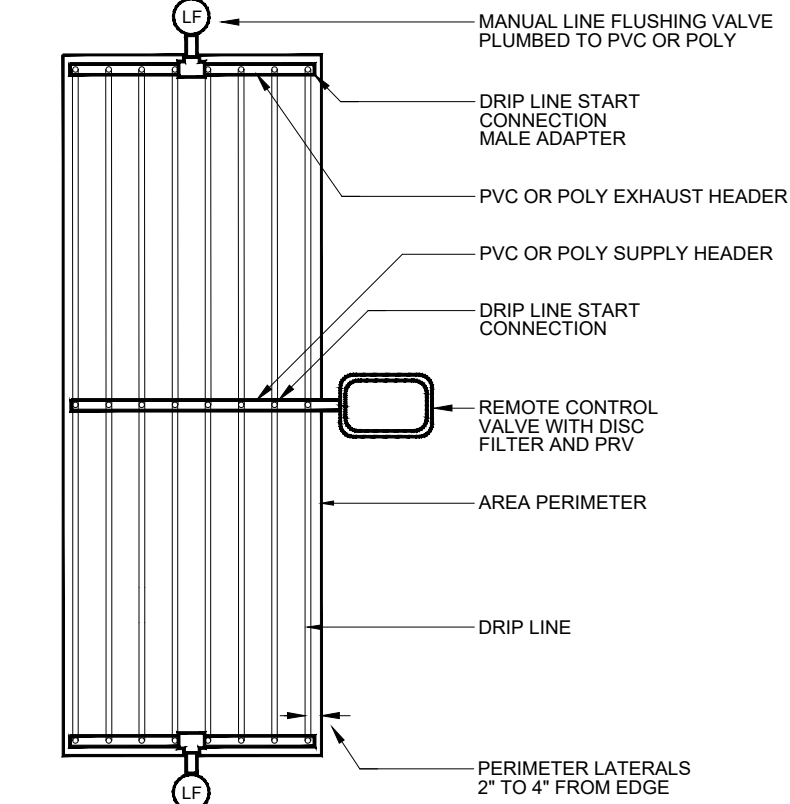
RP DEVICE

N.T.S.



RP DEVICE WITH ENCLOSURE

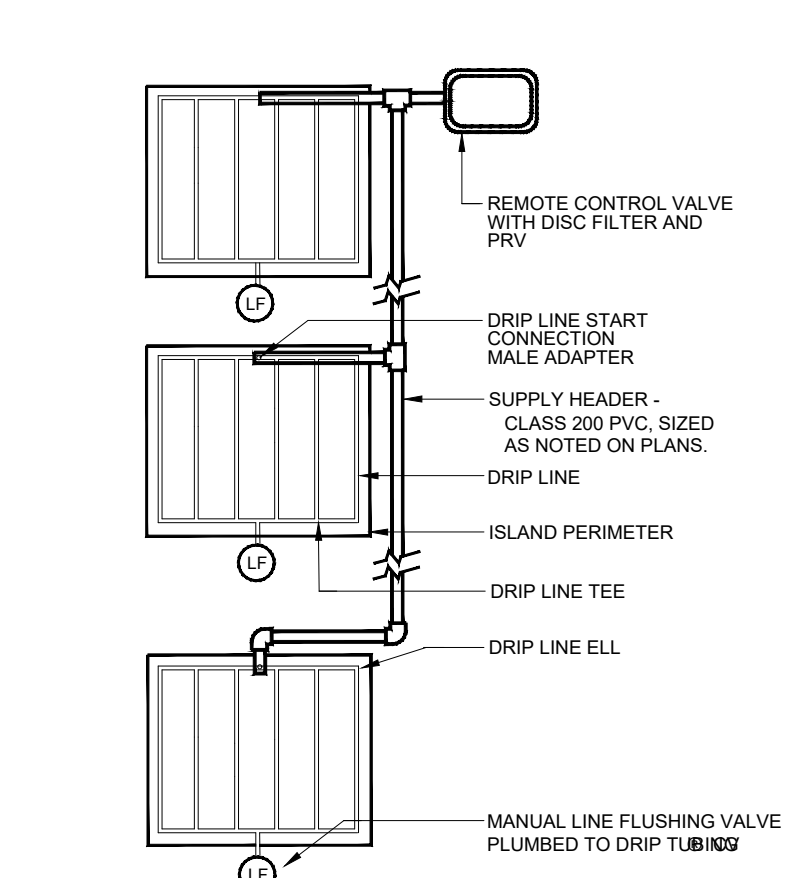
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SUPPLY AND EXHAUST HEADERS SHALL BE CLASS 200 PVC PIPE, OF THE SAME DIAMETER AS THE ZONE VALVE SIZE. USE DRIP TUBE FOR SUPPLY AND EXHAUST HEADERS ON GRIDS WITH FLOW SMALLER THAN 5 GPM ONLY.

DRIP CENTER FEED LAYOUT

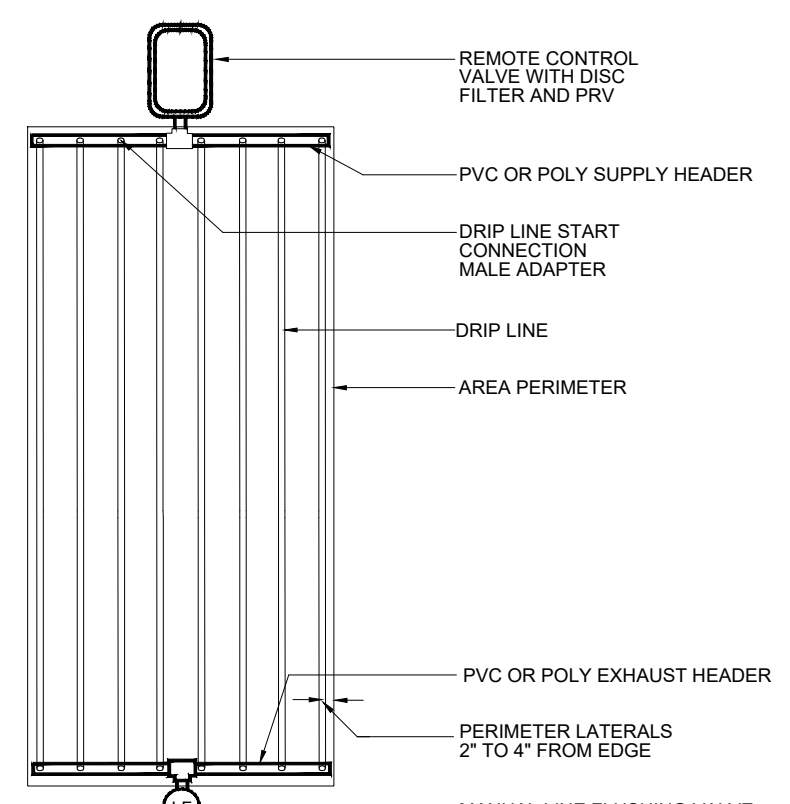
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USE DRIP TUBE FOR SUPPLY AND EXHAUST HEADERS ON GRIDS WITH FLOW SMALLER THAN 5 GPM ONLY.

DRIP ISLAND LAYOUT

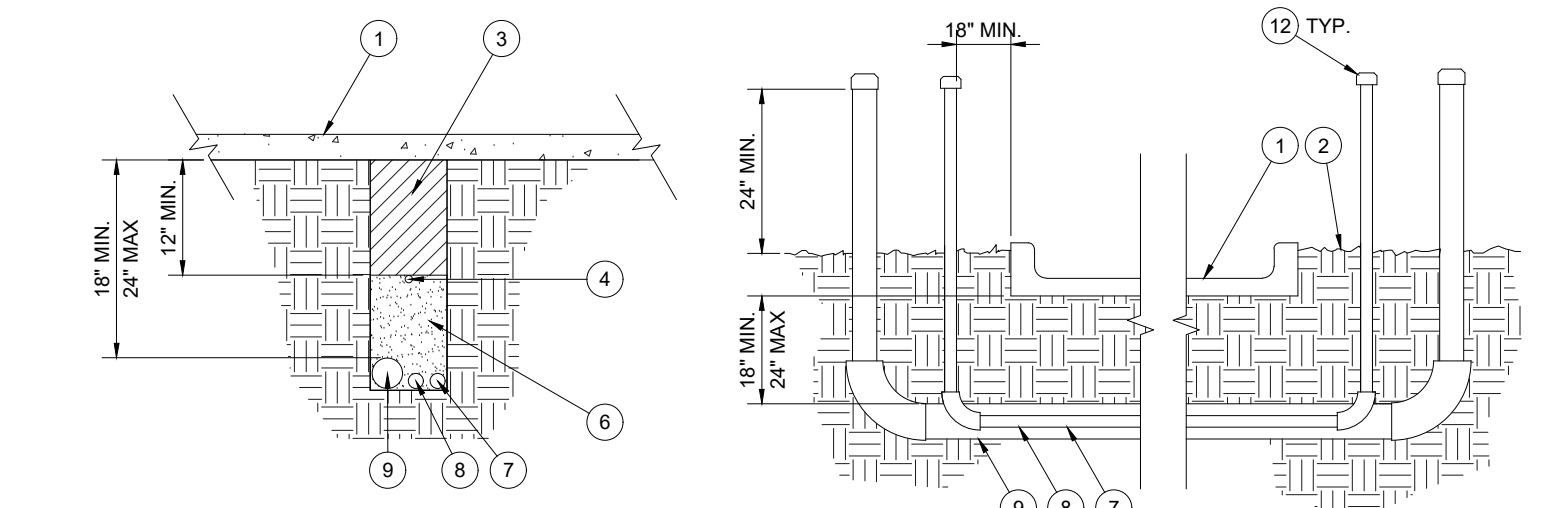
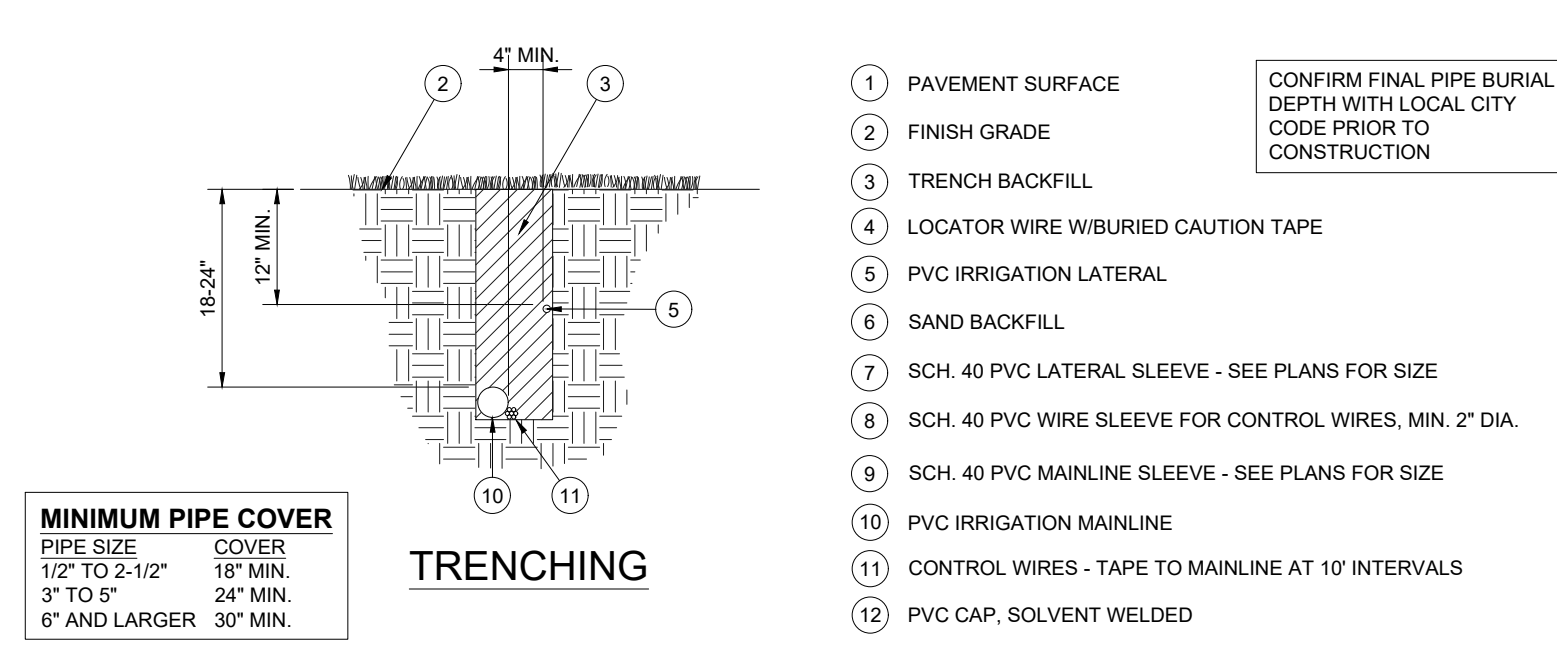
N.T.S.



SUPPLY AND EXHAUST HEADERS SHALL BE CLASS 200 PVC PIPE, OF THE SAME DIAMETER AS THE ZONE VALVE SIZE. USE DRIP TUBE FOR SUPPLY AND EXHAUST HEADERS ON GRIDS WITH FLOW SMALLER THAN 5 GPM ONLY.

DRIP END FEED LAYOUT

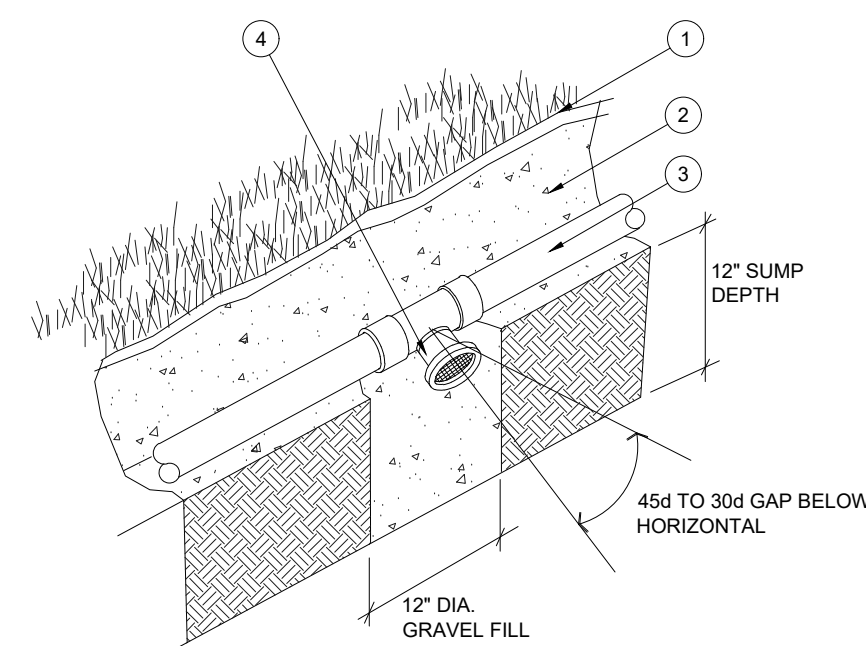
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SLEEVING

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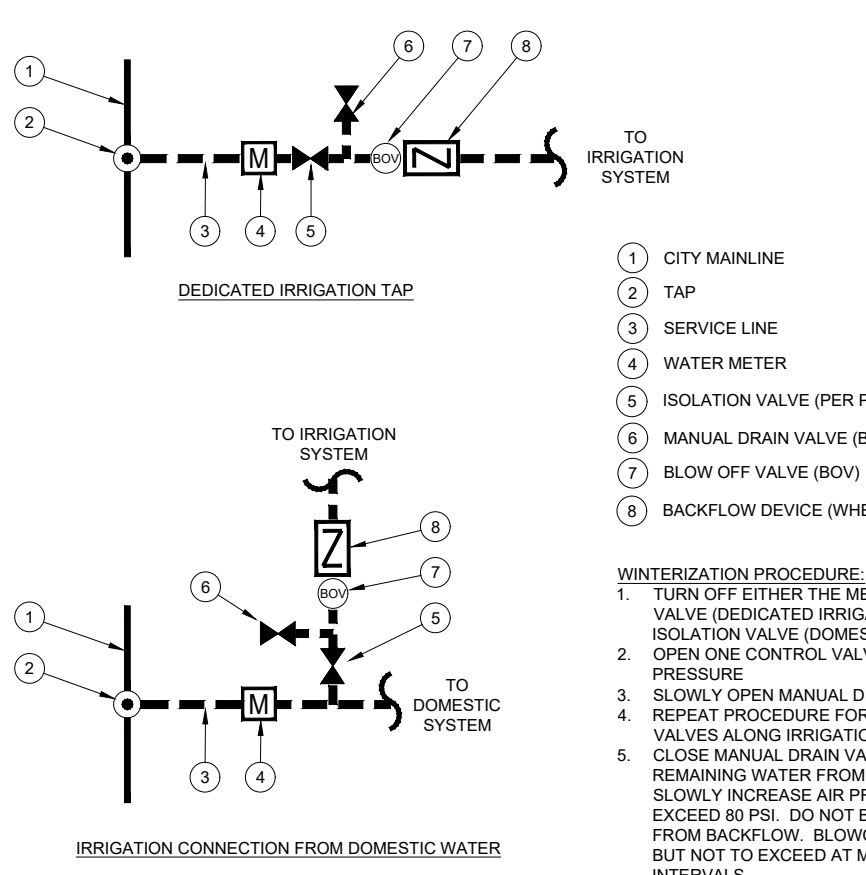
PIPE AND SLEEVE INSTALLATION



NOTE: AUTOMATIC VALVES ARE TO BE LOCATED AT LOW POINTS OF LATERAL LINES. LOCATE END DRAIN VALVE 12" UPSTREAM FROM LAST HEAD.

AUTOMATIC DRAIN VALVE

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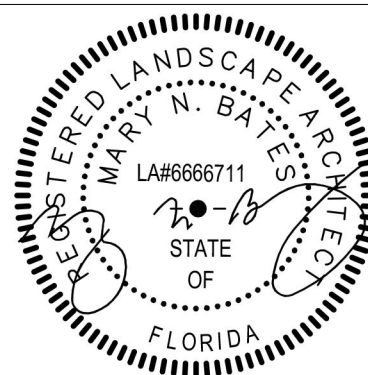


WATER TAP DIAGRAM

N.T.S.

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IRRIGATION DETAILS
RETAIL DEVELOPMENT
244 W STORY ROAD,
WINTER GARDEN, FL 34787
ORANGE COUNTY



PLAN STATUS

DATE	DESCRIPTION
SMS DESIGN	SMS DRAWN MB CHKD
SCALE	AS SHOWN
JOB No.	011513-01-001
DATE	04-09-2025
SHEET	LI-2



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IRRIGATION SPECIFICATIONS

GENERAL

- A. QUALIFICATIONS OF IRRIGATION CONTRACTOR
- ALL WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE IRRIGATION CONTRACTING FIRM SPECIALIZING IN IRRIGATION SYSTEMS. SEE THE IRRIGATION PLAN FOR SPECIFIC EQUIPMENT AND SYSTEM LAYOUT.
 - THE IRRIGATION CONTRACTOR MUST HAVE ON ITS STAFF A LICENSED IRRIGATION INSTALLER, AS REGULATED BY THE APPROPRIATE LOCAL JURISDICTION. A LICENSED IRRIGATION INSTALLER SHALL BE PRESENT AT THE PROJECT SITE AT ALL TIMES AS WORK IS IN PROGRESS. THE OWNER MAY DEMAND THAT WORK STOP UNTIL THE CONTRACTOR PROVIDES FOR A LICENSED IRRIGATION INSTALLER TO BE PRESENT AT THE PROJECT SITE AND SUPERVISING ALL IRRIGATION WORK.
 - A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
- B. SCOPE OF WORK
- WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES, FEES, AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND/OR SHOWN ON THE IRRIGATION PLANS, NOTES, AND DETAILS.
 - ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS. IN CASE OF CONFLICT BETWEEN THESE PLANS AND LOCAL AND/OR STATE CODES, CODES SHALL PREVAIL.
 - THE INTENT OF THE IRRIGATION SYSTEM IS TO PROVIDE 100% COVERAGE OF ALL LANDSCAPE AREAS. THE IRRIGATION PLAN IS GENERALLY DIAGRAMMATIC. COORDINATE IRRIGATION INSTALLATION WITH UTILITY INSTALLATIONS. ACTUAL LOCATION OF CONTROLLER, BACKFLOW DEVICE, PIPING, VALVES, SPRAY HEADS, DRIP IRRIGATION, AND RELATED EQUIPMENT MAY NEED TO BE ADJUSTED BASED ON ACTUAL SITE CONDITIONS.
 - FOR CLARITY PURPOSES, SOME IRRIGATION LINES AND EQUIPMENT ARE SHOWN IN HARDCAPE AREAS WITHOUT ACCESS SLEEVES. THESE LINES SHALL BE INSTALLED IN A COMMON TRENCH OR AT THE BACK OF CURB IN LANDSCAPE AREAS. MINOR FIELD ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.

PRODUCTS

- A. ALL MATERIALS SHALL BE NEW AND WITHOUT FLAWS OR DEFECTS OF ANY TYPE AND SHALL BE THE BEST OF THEIR CLASS AND KIND. ALL MATERIALS SHALL HAVE A MINIMUM GUARANTEE OF ONE YEAR AGAINST MATERIAL DEFECTS OR DEFECTIVE WORKMANSHIP. ALL MATERIALS SHALL BE OF THE BRANDS AND TYPES NOTED ON THE DRAWINGS OR AS SPECIFIED HEREIN, OR APPROVED EQUAL. THE CONTRACTOR MUST FIRST OBTAIN APPROVAL FROM THE IRRIGATION DESIGNER FOR AN APPROVED EQUAL BEFORE INSTALLING SUCH MATERIALS IN THE FIELD. OR THE CONTRACTOR MAY BE REQUIRED TO REPLACE SUCH MATERIALS AT HIS OWN COST.
- B. BACKFLOW PREVENTION DEVICES SHALL BE OF THE SIZE AND TYPE INDICATED ON THE DRAWINGS. INSTALL BACKFLOW PREVENTION UNITS IN ACCORDANCE WITH IRRIGATION CONSTRUCTION DETAILS AND ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES.
- C. PIPING
- PRESSURE SUPPLY LINES, DOWNSTREAM OF THE POINT-OF-CONNECTION:
 - SCHEDULE 40 PVC FOR ALL PIPE 1-1/2" OR LESS
 - CLASS 315 PVC FOR ALL PIPE 2" TO 2-1/2"
 - CLASS 200 PVC, GASKETED, FOR ALL PIPE 3" AND LARGER
 - SLEEVING AND NON-PRESSURE LATERAL LINES (DOWNSTREAM FROM VALVES): CLASS 200 PVC
 - FITTINGS: SCH. 40 PVC, EXCEPT AS NOTED OTHERWISE
- D. VALVES AND DRIP VALVE ASSEMBLIES: TYPE AND SIZE AS NOTED ON PLANS. EACH VALVE SHALL BEAR A PRE-MANUFACTURED, NUMBERED WATERPROOF TAG BEARING A NUMBER CORRESPONDING TO ITS VALVE SEQUENCE OF OPERATION ON THE CONTROLLER. THE OPERATION SEQUENCE SHALL MATCH THAT AS SHOWN ON THE PLANS.
- E. QUICK COUPLERS, BALL VALVES, AND GATE VALVES: TYPE AND SIZE PER PLANS.
- F. VALVE BOXES: TYPE AND SIZE AS NOTED ON PLANS. ALL VALVE BOXES SHALL BE LOCKING BOLT-DOWN TYPE, FURNISHED WITH LIDS AND BOLTS. BOXES SHALL BE OF A SIZE TO CONTAIN THE ENTIRE VALVE AND/OR VALVE ASSEMBLY. THE VALVE BOX LID SHALL HAVE THE VALVE STATION NUMBER HEAT-BRANDED INTO THE LID WITH 2" HIGH LETTERS.
- G. FIXED SPRAY HEADS AND ROTARY BODY POP-UP, WITH A REMOVABLE PLASTIC SPRAY NOZZLE. EXACT TYPE, MODEL, AND NOZZLE SHALL BE AS INDICATED ON PLANS.
- H. INTEGRAL EMITTER DRIP TUBING: TUBING MODEL AND FLOW RATE AS NOTED ON PLANS, WITH INTEGRAL EMITTERS WELDED TO THE INSIDE WALL OF THE TUBING AS AN INTEGRAL PART OF THE TUBING ASSEMBLY.
- I. AUTOMATIC CONTROLLER: TYPE AND MODEL PER PLANS. PROVIDE VANDAL-PROOF ENCLOSURE FOR ALL EXTERIOR INSTALLATIONS. PROVIDE LINE-VOLTAGE DISCONNECT SWITCH WITH GROUND FAULT PROTECTION.
- J. 24 VOLT VALVE WIRE SHALL BE A MINIMUM OF #14 GAUGE, U.F. APPROVED FOR DIRECT BURIAL, SINGLE CONDUCTOR IRRIGATION WIRE. EACH CONTROLLER SHALL HAVE A DIFFERENT COLOR STATION AND COMMON WIRE.
- STATION WIRE - ANY COLOR EXCEPT WHITE OR BLUE
 - COMMON WIRE - WHITE
 - EXTRA COMMON WIRES - BLUE
- K. WIRE SPLICES SHALL BE ENCASED IN A WATERPROOF COMPOUND OR GEL. ALL FIELD SPLICES SHALL BE LOCATED IN A 6 INCH ROUND VALVE BOX.
- L. RAIN SENSOR: TYPE AND MODEL PER PLANS.

METHODS

- A. THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, AND OTHER EQUIPMENT SHOWN WITHIN PAVED AREAS OR OUT OF PROPERTY BOUNDARIES ARE FOR DESIGN CLARIFICATION ONLY, AND SHALL BE INSTALLED IN PLANTING AREAS WITHIN THE PROPERTY LINES OR LIMITS INDICATED ON PLAN. THE IRRIGATION CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE-GRADE IRRIGATION EQUIPMENT WITH THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION, OR IRRIGATION CONTRACTOR MAY BE REQUIRED TO MOVE SUCH ITEMS AT HIS OWN COST. ENSURE FIELD COORDINATION IS MADE EARLY ON IN THE CONSTRUCTION PHASE SO PLACEMENT LOCATION IS CORRECT.
- B. THE IRRIGATION CONTRACTOR SHALL MEET WITH THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK, AND SHALL OBTAIN ALL ENGINEERING, LANDSCAPE, AND OTHER APPLICABLE PLANS & DOCUMENTS. THE CONTRACTOR SHALL THOROUGHLY REVIEW THE PLANS AND REPORT ANY CONFLICTS OR DISCREPANCIES TO THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE IMMEDIATELY.
- C. THE IRRIGATION CONTRACTOR SHALL NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADES OR DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE IRRIGATION DESIGNER. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS AND NECESSARY COSTS.
- D. THE IRRIGATION CONTRACTOR SHALL PAY ANY AND ALL FEES AND PERMITS ASSOCIATED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM.
- E. AT LEAST SEVEN DAYS BEFORE BEGINNING WORK, CONFIRM THE STATIC WATER PRESSURE IS AT LEAST 65 PSI. IF STATIC WATER PRESSURE IS OUTSIDE OF THE STATED RANGE, DO NOT PROCEED WITHOUT FIRST NOTIFYING THE IRRIGATION DESIGNER AND OWNER IN WRITING, AND OBTAINING SUBSEQUENT DIRECTION FOR CORRECTIONAL MEASURES. SHOULD THE IRRIGATION CONTRACTOR CHOOSE TO BEGIN THE INSTALLATION WITHOUT SUCH NOTIFICATION, THE IRRIGATION CONTRACTOR WILL ASSUME THE RESPONSIBILITY FOR ALL COSTS INCURRED TO ENSURE THE SYSTEM IS WORKING PROPERLY. NO CHANGE ORDERS WILL BE AUTHORIZED IN SUCH CIRCUMSTANCES.
- F. THE IRRIGATION CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK. THE CONTRACTOR SHALL BE FAMILIAR WITH ALL GRADE DIFFERENCES, LOCATIONS OF WALLS, STRUCTURES AND UTILITIES.
- G. COORDINATE WITH THE OWNER THE PROPOSED LOCATIONS OF THE AUTOMATIC CONTROLLER AND ANY REQUIRED SLEEVES THROUGH THE BUILDING FOR CONTROL WIRES.
- H. TRENCING NEAR EXISTING TREES
- CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1" FOR EVERY 1" OF TRUNK DIAMETER AT BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
 - ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
 - ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
 - ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.

I. BACKFILL

- ALL BACKFILL MATERIAL SHALL BE SUBJECT TO APPROVAL BY THE OWNER. BACKFILL MATERIAL SHALL BE FREE FROM RUBBISH, ROCK LARGER THAN 1", LARGE STONES, BRUSH, SOIL, FROZEN MATERIAL OR OTHER UNSUITABLE SUBSTANCES THAT MAY DAMAGE PIPE DURING THE BACKFILLING OPERATIONS. SEPARATE OUT ROCKS LARGER THAN 1 INCH IN ANY DIRECTION FROM EXCAVATED MATERIAL, AND REMOVE FROM AREAS TO RECEIVE LANDSCAPING. COVER FOR BOTH TOP AND SIDES OF PIPE SHALL BE A MINIMUM OF 3 INCHES OF ROCK-FREE SOIL, SAND, OR OTHER APPROVED MATERIAL.
 - IN THE EVENT THAT THE MATERIAL FROM THE EXCAVATION OR TRENCING IS FOUND TO BE UNSUITABLE FOR USE IN BACKFILL, IT SHALL BE REMOVED FROM THE SITE AND PROPERLY AND LEGALLY DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL THEN PURCHASE AND AND FURNISH SUITABLE BACKFILL MATERIAL CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND OR OTHER APPROVED MATERIALS FREE OF DEBRIS.
- J. BACKFLOW PREVENTER INSTALLATION. CONTRACTOR SHALL MAKE CONNECTIONS TO EXISTING WATER SOURCES AT LOCATION SHOWN ON PLANS AND AS APPROVED BY THE OWNER, AND SHALL MAKE ANY MINOR CHANGES IN LOCATION AS MAY BE NECESSARY DUE TO ACTUAL SITE CONDITIONS. BACKFLOW PREVENTER HEIGHT SHALL BE AS PER LOCAL CODES AND IRRIGATION DETAILS. INSTALL A BRASS BALL VALVE IMMEDIATELY UPSTREAM OF THE BACKFLOW DEVICE TO SERVE AS AN ISOLATION VALVE. TO EVERY EXTENT POSSIBLE, INSTALL BACKFLOW PREVENTER ION A LOCATION SCREENED FROM PUBLIC VIEW (SUCH AS BEHIND A SHRUB ROW).
- K. PIPING
- PIPE SIZE SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS FOR LARGER SIZES MAY BE APPROVED.
 - MAINLINE PIPE AND WIRES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18-24 INCHES (24" FOR MAINLINE 3"-5", AND 30" FOR MAINLINE 6" AND GREATER). LATERAL PIPE SHALL BE INSTALLED WITH A MINIMUM COVER OF 12 INCHES. CONFIRM BURIAL DEPTH WITH LOCAL CITY CODE PRIOR TO CONSTRUCTION.
 - ASSEMBLE ALL THREADED FITTINGS WITH TEFLON TAPE, WHICH SHALL BE APPLIED TO MALE THREADS ONLY.
 - ALL SOLVENT-WELD CONNECTIONS SHALL BE MADE WITH APPROVED SOLVENT-WELD PRIMER AND GLUE.
 - PIPE SHALL BE INSTALLED WITH A MINIMUM OF 4" HORIZONTAL CLEARANCE FROM ANY OTHER PIPE AND 2" VERTICAL CLEARANCE FROM ANY PIPES THAT CROSS OVER OR UNDER.

L. VALVES

- VALVES SHALL BE INSTALLED PER MANUFACTURER'S DIRECTIONS AND THE IRRIGATION DETAILS.
- VALVE BOXES SHALL BE INSTALLED FLUSH WITH THE GRADE, WITH CLEAN PEA GRAVEL LOCATED BELOW THE VALVE AS NOTED ON THE DETAILS. LOCATE BOXES WITHIN 12 TO 24" OF SIDEWALKS OR LANDSCAPE EDGES. WITH TOPS OF BOXES 1" ABOVE FINISH GRADE IN TURF, AND 3" ABOVE FINISH GRADE IN SHRUB AREAS (TO AVOID BEING COVERED BY MULCH).
- EACH VALVE BOX COVER SHALL BE HEAT-BRANDED WITH THE CONTROLLER STATION NUMBER.
- DO NOT INSTALL MORE THAN TWO VALVES IN A JUMBO BOX.

- M. DRIP IRRIGATION EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S DIRECTIONS AND THE IRRIGATION DETAILS
- SUBSURFACE DRIP LINES SHALL BE BURIED NO MORE THAN 2" BELOW FINISH GRADE.
 - DRIP LINES MOUNTED ON GRADE SHALL BE LOCATED BENEATH LANDSCAPE FABRIC, AND SECURED IN PLACE WITH WIRE STAPLES AT A MAXIMUM OF 24"-36" ON CENTER.

N. SPRAY, ROTOR, AND BUBBLER HEADS

- ALL SPRAY AND ROTOR HEAD LOCATIONS SHALL BE STAKED, FLAGGED AND/OR OTHERWISE CLEARLY MARKED ON THE GROUND PRIOR TO INSTALLATION. SPRING HEAD STAKING SHALL BE INSPECTED AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION.
- ALL SPRAY HEADS SHALL BE CONNECTED WITH A 1/2 INCH MINIMUM LENGTH OF 1/2 INCH FLEX PVC. THE FLEX PVC SHALL BE SOLVENT WELDED TO SCHEDULE 40 PVC FITTINGS WITH WELD-ON #795 SOLVENT AND #P-70 PRIMER. ALL ROTORS SHALL BE CONNECTED TO THE ELECTRICAL SOURCES WITH PRE-MANUFACTURED SWIRL JOINTS.
- ALL ROTOR, SPRAY AND BUBBLER HEADS SHALL BE SET PERPENDICULAR AND FLUSH TO FINISH GRADE AND WITH A CLEARANCE OF FOUR INCHES (MINIMUM) FROM THE EDGE OF ANY BUILDINGS, WALLS, BENCHES, AND HARDWARE OR TWELVE INCHES (MINIMUM) FROM BUILDINGS, UNLESS OTHERWISE SPECIFIED.
- ALL ROTOR, SPRAY AND BUBBLER HEADS AND VALVES SHALL BE FLUSHED AND ADJUSTED FOR OPTIMAL COVERAGE WITH MINIMUM OVERSPRAY ON WALKS, STREETS, WALLS, ETC.
- LATERAL PIPE TO TREE STREAM BUBBLER HEADS IS OMITTED FOR GRAPHIC CLARITY. CONNECT TREE BUBBLER HEADS TO VALVES AS SHOWN WITH CLASS 200 PVC PIPE SIZED TO ALLOW A MAXIMUM FLOW VELOCITY OF 5 FEET PER SECOND.

O. AUTOMATIC CONTROLLER

- INSTALL THE CONTROLLER AT THE LOCATION INDICATED BY THE OWNER. INSTALL CONTROLLER WITH A BACKUP BATTERY AS RECOMMENDED BY THE MANUFACTURER.
 - THE IRRIGATION CONTRACTOR SHALL COORDINATE 120 V A.C. ELECTRICAL POWER TO CONTROLLER AND DEDICATE ONE (1) 20-AMP BREAKER FOR EACH CONTROLLER. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO MAKE THE FINAL HOOK-UP FROM THE ELECTRICAL SOURCE TO THE CONTROLLER UNIT ONLY.
 - ALL VALVE CONTROL WIRE SHALL BE AWG 14 TYPE UF, 600 VOLT TEST, DIRECT BURIAL. NO SPLICES SHALL BE ALLOWED EXCEPT AT VALVES AND CONTROLLER. WHERE SPLICES MAY BE NECESSARY DUE TO EXCESSIVELY LONG WIRE RUNS, THE CONTRACTOR SHALL MAKE ALL SPLICES IN 6" ROUND VALVE BOXES WITH 3MS "DBY-DIRECT BURIAL SPLICE KIT". THE CONTRACTOR SHALL LABEL ALL WIRES WITH WATERPROOF TAGS AND MARKERS AT ALL SPLICES AND VALVE MANIFOLDS, AND SHALL LEAVE A 24" COIL OF EXCESS WIRE AT EACH CONNECTION.
 - PROVIDE #10 COMMON WIRE, DIRECT BURIAL, TO ALL REMOTE CONTROL VALVES.
 - CONNECT ALL DIRECT BURIAL WIRES TO VALVES USING 3MS "DBY-DIRECT BURIAL SPLICE KIT" (UNLESS OTHERWISE SPECIFIED).
 - PROVIDE THREE ADDITIONAL IRRIGATION CONTROL WIRES ALONG EACH BRANCH OF MAINLINE FOR FUTURE EXPANSION. STUB ADDITIONAL CONTROL WIRES INTO BACK OF IRRIGATION CONTROLLERS.
 - THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL CONTROL WIRE SLEEVES AND PIPE SLEEVES UNDER PAVED AREAS PRIOR TO PAVING. SEE SLEEVING NOTES.
- P. INSTALL THE RAIN SENSOR IN THE VICINITY OF THE CONTROLLER, AND COORDINATE LOCATION WITH THE OWNER. PROVIDE MINIMUM 5' CLEARANCE FROM OTHER OUTDOOR EQUIPMENT, FREE AND CLEAR OF ANY TREE OBSTRUCTION OR OTHER OVERHEAD OBSTRUCTIONS, AND ABOVE THE HEIGHT OF THE SPRINKLER COVERAGE. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THE RAIN SENSOR IS PLACED IN A LOCATION WHERE IT CAN RECEIVE ADEQUATE RAINFALL WITHOUT OBSTRUCTIONS. IF IT IS PLACED IN AN INADEQUATE LOCATION, THE IRRIGATION CONTRACTOR MAY BE REQUIRED TO RELOCATE IT AT NO ADDITIONAL COST TO THE OWNER.
- Q. NO PUMP ON SITE.
- R. ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- S. QUALITY CONTROL
- PERFORM COVERAGE TESTS AFTER IRRIGATION SYSTEM IS COMPLETED, BUT PRIOR TO ANY PLANTING AND PERFORM TESTING IN THE PRESENCE OF THE IRRIGATION DESIGNER AND THE CONSTRUCTION MANAGER.
 - TEST SYSTEM TO ASSURE THAT ALL LAWN AND PLANTING AREAS ARE WATERED COMPLETELY AND UNIFORMLY.
 - MAKE ALL NECESSARY ADJUSTMENTS TO PROVIDE COMPLETE COVERAGE, INCLUDING REALIGNMENT OF HEADS AND REPLACEMENT OF NOZZLES.

T. CLEAN UP

- DURING IRRIGATION EXCAVATION AND INSTALLATION, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
- DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.

U. INSPECTION AND ACCEPTANCE

- UPON COMPLETION OF THE WORK, THE IRRIGATION CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE IRRIGATION CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTANCE.
- WHEN THE INSPECTED WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
- THE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.
- CONTROLLER CHART: THE IRRIGATION CONTRACTOR SHALL PROVIDE A 11" X 17" COLOR-CODED LAMINATED COPY OF THE IRRIGATION LAYOUT AND PLACE IT IN THE CONTROLLER'S COVER. THE CONTROLLER CHART SHALL CLEARLY DELINEATE THE AREAS COVERED BY EACH VALVE, USING A SEPARATE COLOR FOR EACH ZONE.
- TURN THE FOLLOWING ITEMS IN TO THE OWNER UPON COMPLETION OF THE INSTALLATION:
 - QUICK COUPLER KEYS (2)
 - CONTROLLER MANUAL (1)
 - CONTROLLER KEYS (2)
 - A MINIMUM OF (2) COPIES OF RECORD DRAWINGS. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.
- REFER TO THE PLANTING SPECIFICATIONS FOR ADDITIONAL CONDITIONS OF FINAL ACCEPTANCE AND START OF THE MAINTENANCE PERIOD.
- WARRANTY
- THE IRRIGATION SYSTEM SUPPLIED AND INSTALLED SHALL BE WARRANTED (LABOR AND MATERIALS) TO REMAIN OPERATIONAL FOR A PERIOD OF 12 MONTHS AFTER THE DATE OF FINAL ACCEPTANCE. DURING THIS PERIOD, THE CONTRACTOR SHALL ALSO REPAIR ANY SETTLEMENT OF THE IRRIGATION TRENCHES.
- BY THE END OF THE WARRANTY PERIOD, ANY IRRIGATION PART THAT IS EITHER NON-OPERATIONAL OR THAT IS OPERATING BELOW STANDARDS AS DETERMINED BY THE OWNER, SHALL BE REMOVED FROM THE SITE AND SHALL BE REPLACED. REPLACEMENTS SHALL BE OF THE SAME KIND AND AS SPECIFIED IN THE IRRIGATION LEGEND, AND SHALL BE INSTALLED AS ORIGINALLY SPECIFIED.
- IRRIGATION PARTS DAMAGED OR IMPAIRED DUE TO ACTS OF GOD, VANDALISM, AND/OR THE OWNER'S IMPROPER MAINTENANCE SHALL NOT BE COVERED BY THIS WARRANTY.
- SHOULD THE PERMITTING JURISDICTION REQUIRE AN IRRIGATION AUDIT, THE IRRIGATION CONTRACTOR SHALL RETAIN THE SERVICES OF A THIRD-PARTY CERTIFIED LANDSCAPE IRRIGATION AUDITOR, AT NO ADDITIONAL COST TO THE OWNER.

IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL
	RAIN BIRD R-VAN-STRIP 1806-SAM-P45, TURF ROTARY, 5'X15" (LCS AND RCS), 5'X30" (SST) HAND ADJUSTABLE MULTI-STREAM ROTARY W/ 1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.
	RAIN BIRD R-VAN14 1806-SAM-P45, TURF ROTARY, 8'-14' 45'-270" AND 360" HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.
	RAINBIRD 1806-SAM-PRS SERIES POP UP SPRAY HEADS WITH ADAPTER AND RAINBIRD #1402 SERIES BUBBLER NOZZLES. (TWO PER TREE) SEE INSTALLATION NOTE #N-5 REGARDING TREE BUBBLER LATERAL PIPE
	RAINBIRD XCZ-100-PRB-COM / 150-PRB-COM SERIES AUTOMATIC DRIP VALVE ASSEMBLY WITH 40 PSI PRESSURE REGULATOR XCZ-100-PRB-COM - 1" BALL VALVE WITH 1" PESB VALVE AND 1" PRESSURE REGULATING 40PSI QUICK-CHECK BASKET FILTER. 0.3GPM TO 20GPM.
	RAINBIRD PESB SERIES ELECTRIC REMOTE CONTROL, "TREE BUBBLER ZONE" VALVE SEE INSTALLATION NOTE #N-5 REGARDING TREE BUBBLER LATERAL PIPE
	RAINBIRD PESB SERIES 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.
	AREA TO RECEIVE DRIPLINE RAINBIRD XFS-CV-06-12 SERIES DRIP TUBE IN SHRUB BED INSTALLED AT 2" DEPTH
	AREA TO RECEIVE DRIPLINE RAINBIRD XFS-CV-06-12 SERIES DRIP TUBE IN NARROW TURF AREAS INSTALLED AT 4" DEPTH
	PIPE TRANSITION POINT ABOVE GRADE PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER TO ABOVE GRADE INSTALLATION.
	ZURN / WILKINS 375XLB SERIES REDUCED PRESSURE TYPE BACKFLOW PREVENTOR INSTALLED PER CITY CODE WITH SAME SIZE BRONZE BALL VALVE INSTALLED ON THE UP-STREAM SIDE. MOUNTED IN STRONGBOX SMOOTH TOUCH ENCLOSURE.
	LASCO "V" SERIES SCH. 80 PVC TRUE UNION BALL VALVE, MAINLINE SIZE
	IRRIGATION WATER METER AND TAP (BY OTHERS) SIZE AS NOTED ON THE PLAN RAINBIRD 33-DNP QUICK COUPLING VALVE WITH LOCKING PURPLE COVER AND 3/4" PVC BALL VALVE
	RAINBIRD ESP12LXMEF2P SERIES AUTOMATIC WALL MOUNT CONTROLLER
	RAINBIRD WR2-RFC RAIN / FREEZE SENSOR - CONFIRM SENSOR LOCATION WITH OWNERS REPRESENTATIVE
	1" MASTER VALVE MODEL # 100-EFB-CP WITH RAINBIRD FLOW SENSOR MODEL #FS100B SERIES

- PURPLE - IRRIGATION LATERAL LINE: CLASS 200 PVC
- PURPLE - IRRIGATION MAINLINE: SCHEDULE 40 PVC
- ===== IRRIGATION SLEEVES, SCH. 40 PVC, MIN. TWICE SIZE OF PIPE TO BE INSERTED

IRRIGATION NOTE:

- L.I.C. SHALL SELECT R-VAN SPRAY NOZZLES FOR "HEAD-TO-HEAD" COVERAGE, ADJUSTED FOR NO OVERSPRAY ONTO WALLS AND WALKS. NO OVERSPRAY INTO STREETS IS PERMITTED.
- ALL PIPE TO BE SIZED SUCH THAT FLOWS WILL NOT EXCEED VELOCITY OF 5 FPS

WATER CONSERVATION

IRRIGATION WATER CONSERVATION SHALL BE ACCOMPLISHED THROUGH THE FOLLOWING EFFORTS:

- SEPARATE TURF / SHRUB ZONES FOR SCHEDULING ADJUSTMENT
- NO OVERSPRAY ONTO PAVEMENT PERMITTED
- USE OF RAIN SENSOR SHUT OFF OVER-RIDE DEVICE

LATERAL PIPE SIZE CHART

LATERAL PIPE SHALL BE SIZED TO ALLOW A MAXIMUM FLOW VELOCITY OF FIVE FEET PER SECOND ACCORDING TO THE FOLLOWING CHART:

FLOW IN GPM	LATERAL PIPE SIZE
UP TO 5 GPM	3/4" CLASS 200
6 - 10 GPM	3/4" CLASS 200
11 - 15 GPM	1" CLASS 200
16 - 28 GPM	1 1/4" CLASS 200
29 - 35 GPM	1 1/2" CLASS 200
36 - 54 GPM	2" CLASS 200
55 - 81 GPM	2 1/2" CLASS 200
82 - 120 GPM	3" CLASS 200

CRITICAL ANALYSIS

P.O.C. NUMBER: 01
Water Source Information: Irrigation Meter, By Others

FLOW AVAILABLE
Water Meter Size: 1"
Flow Available: 30 gpm

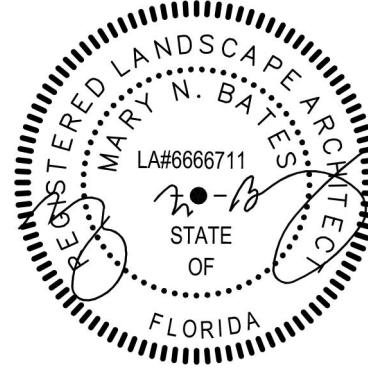
PRESSURE AVAILABLE
Static Pressure at POC (est.): 68.00 psi
Elevation Change: NA
Service Line Size: NA
Length of Service Line: NA
Pressure Available: 65.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 12.0 gpm
Flow Available at POC: 30.0 gpm
Residual Flow Available: 18.0 gpm

Critical Station: 4
Head Pressure Required: 35.0 psi
Lateral Loss: 3.4 psi
Loss through Valve: 1.8 psi
Pressure Req. at Critical Station: 40.2 psi
Loss for Main Line: 1.1 psi
Loss for Fittings etc.(Main Line): 0.22 psi
Loss for Master Valve: 1.2 psi
Loss for Backflow: 11.0 psi
Loss for Water Meter: 0.9 psi
Critical Station Pressure at POC: 54.62 psi
Pressure Available: 65.00 psi
Residual Pressure Available: 10.38 psi

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IRRIGATION SPECIFICATIONS
RETAIL DEVELOPMENT
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WINTER GARDEN, FL 34787
ORANGE COUNTY

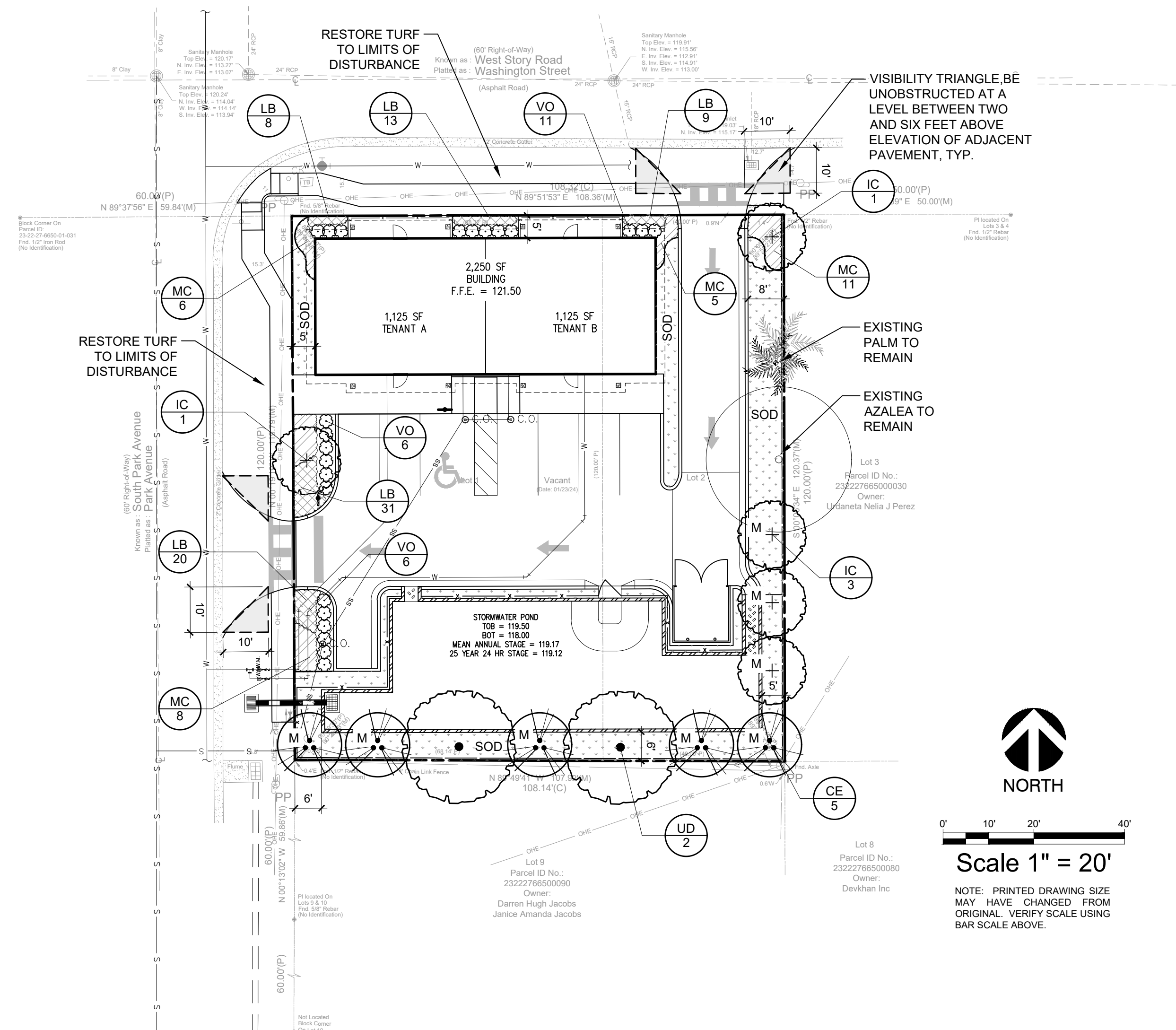


PLAN STATUS

DATE	DESCRIPTION
DESIGN	SMS DRAWN
SCALE	AS SHOWN
JOB No.	011513-01-001
DATE	04-09-2025

LI-3
SHEET





GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
4. a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN ± 0.1 FEET OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
5. b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES. AT APPROXIMATELY 18" AWAY FROM THE GRADING PLANS, AREAS OF THE GRADING PLANS WITH POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
6. c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED. IF THIS IS THE CASE, THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND AMENDMENTS TO BE ADDED **(BASED ON A SOIL TEST PER SPECIFICATION)** AND THE FINISH GRADES TO BE ESTABLISHED.
7. d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
8. e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
9. f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
10. 4. ALL PLANT LOCATIONS AND PLANT MATERIALS SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
11. a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
12. b. **SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.** IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
13. c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ADVISE THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE IN WRITING TO APPROVE OR REJECT ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
14. 5. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE OF THE PROJECT AT THE END OF THE MAINTENANCE PERIOD.
15. 6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

IRRIGATION CONCEPT

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON THE LOWEST QUALITY WATER SOURCE AVAILABLE (RECLAIMED OR SHALLOW WELL), AND THE SYSTEM WILL HAVE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE WATER SOURCE WHERE REQUIRED BY THE JURISDICTIONAL AUTHORITY. POTABLE WATER SHALL NOT BE USED FOR LANDSCAPE IRRIGATION (PW UTILITY STANDARDS MANUAL, 1.1.3.B.).
3. ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATRICK MOISTURE SENSING RATE TECHNOLOGY OR ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

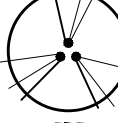
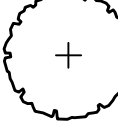
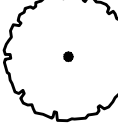
ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF PINE BARK NUGGET MULCH, OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

PLANT SCHEDULE

<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>MIN. SIZE</u>	<u>HEIGHT</u>	<u>SPREAD</u>	<u>NATIVE</u>	<u>XERIC</u>	
<u>TREES</u>											
	CE	5	Cercis canadensis	Eastern Redbud Multi-trunk	Cont. or F.G.	3-5 canes, 2" cal. total	10' min.	FULL	YES	MODERATE	
	IC	5	Ilex cassine	Dahoon Holly	Cont. or F.G.	2" CAL. MIN.	10' min.	FULL	YES	HIGH	
	UD	2	Ulmus parvifolia 'Drake'	Drake Lacebark Elm	Cont. or F.G.	2" CAL. MIN.	10' min.	FULL	YES	HIGH	
<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>MIN. SIZE</u>	<u>HEIGHT</u>	<u>SPREAD</u>	<u>NATIVE</u>	<u>XERIC</u>	<u>SPACING</u>
<u>SHRUBS</u>											
	VO	23	Viburnum obovatum	Walter's Viburnum	Cont.	3 gal.	18" MIN	FULL	YES	HIGH	36" o.c.
<u>GROUND COVERS</u>											
	LB	81	Liriope muscari 'Big Blue'	Big Blue Lilyturf	Cont.	1 gal.	12" MIN	FULL	YES	HIGH	18" o.c.
	MC	39	Muhlenbergia capillaris	Pink Muhly Grass	Cont.	3 gal.	18" MIN	FULL	YES	HIGH	30" o.c.
<u>SOD/SEED</u>											
	PA	1,964 sf	Paspalum notatum 'Argentine'	Argentine Bahiagrass	SOLID SOD				NO	HIGH	

LANDSCAPE CALCULATIONS

GROSS SITE AREA:	12,998 SF (0.30 AC)
SUBJECT PARCEL ZONING:	R-NC
LANDSCAPE AREA:	2,733 SF

LANDSCAPING ADJACENT TO PUBLIC RIGHTS-OF-WAY

ADJACENT TO WASHINGTON STREET (STORY RD) - 28 LF
TREES REQUIRED: 1 SHADE TREE (1 TREE / 50 LF)
TREES PROVIDED: 1 SHADE TREE
CONTINUOUS 2.5' HEDGE: PROVIDED

LANDSCAPING ADJACENT TO OTHER PROPERTIES

ADJACENT TO EAST - R-2 ZONING - 84 LF
TREES REQUIRED: 1 SHADE TREES (1 TREE / 75 LF)
TREES PROVIDED: 1 EX SHADE TREE + 1 EX PALM
SCREEN (MIN. 3' HT) 6' HT FENCE PROVIDED

ADJACENT TO SOUTH - R-2 ZONING - 102 LF
TREES REQUIRED: 2 SHADE TREES (1 TREE / 75 LF)
TREES PROVIDED: 2 SHADE TREES
SCREEN (MIN. 3' HT) 6' HT FENCE PROVIDED

INTERSECTION VISIBILITY

WHEN AN ACCESSWAY INTERSECTS A PUBLIC RIGHT-OF-WAY, LANDSCAPING SHALL BE USED TO DEFINE THE INTERSECTION

AT STORY RD:	PROVIDED AS REQUIRED
AT PARK AVE:	PROVIDED AS REQUIRED

TREE MITIGATION REQUIREMENTS

TOTAL 12"+ CAL. TREES REMOVED:	4 TREES (SEE TD PLANS)
TOTAL REPLACEMENT TREES REQ'D	8 TREES (2:1)
TOTAL REPLACEMENT TREES PROVIDED:	8 TREES (INDICATED WITH AN "M" ON THE PLANS)

ALL EXISTING INVASIVE EXOTIC
PLANTS, AS LISTED ON THE
FLORIDA EXOTIC PEST PLANT
COUNCIL'S INVASIVE PLANT
SPECIES LIST, SHALL BE REMOVED

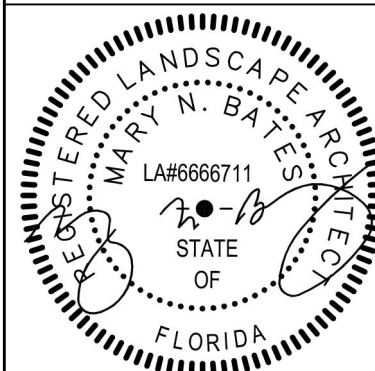
ANY TREES PROPOSED TO BE PRESERVED ON THIS PLAN THAT ARE SUBSEQUENTLY REMOVED, SHALL BE CONSIDERED A VIOLATION, AND AS SUCH SHALL BE REPLACED IN INCHES ON SITE AT A 2:1 RATIO FOR NON-SPECIMEN TREES AND AT A RATIO OF 4:1 FOR SPECIMEN TREES. AS AN ALTERNATIVE, THE VIOLATION MAY BE SATISFIED VIA PAYMENT INTO THE COUNTY TREE FUND OR BY SOME COMBINATION OF PAYMENT AND ONSITE PLANTING. THE CURRENT FEE, AS MAY BE AMENDED BY THE ORANGE COUNTY BCC, IS \$106.00 PER INCH. IN ALL CIRCUMSTANCES, MITIGATION MUST BE SATISFIED PRIOR TO THE RELEASE OF THE LANDSCAPE/ZONING HOLD(S).

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LANDSCAPE PLAN RETAIL DEVELOPMENT

244 W STORY ROAD,
WINTER GARDEN, FL 34787

ORANGE COUNTY



PLAN STATUS			
DATE	DESCRIPTION		
SMS DESIGN	SMS DRAWN	MB CHKD	
SCALE	AS SHOWN		
JOB No.	011513-01-001		
DATE	04-09-2025		
SHEET		LP-1	

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.

PLANTING SPECIFICATIONS

GENERAL

- ALL QUALIFICATIONS OF LANDSCAPE CONTRACTOR
 - ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
 - A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
 - THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE ISSUED BY THE APPROPRIATE LOCAL JURISDICTION.
- SCOPE OF WORK
 - WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
 - ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRING BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
 - THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

- ALL MANUFACTURED PRODUCTS SHALL BE NEW.
- CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
- FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMATIC CONDITIONS.
- ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-ROT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
- TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
- ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
- ALL TREES SHALL BE REPLACED IN FORM UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
- CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
- MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL, WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
- ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
- SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
- TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN 1/2 INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
- COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 10 TO 10 DECIBEN/CM; NOT EXCEEDING 0.5 PERMANENT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
- FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
- MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
- TREE STAKING AND GUYING
1. STAKES: 6' LONG GREEN METAL T-POSTS.
2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
- PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

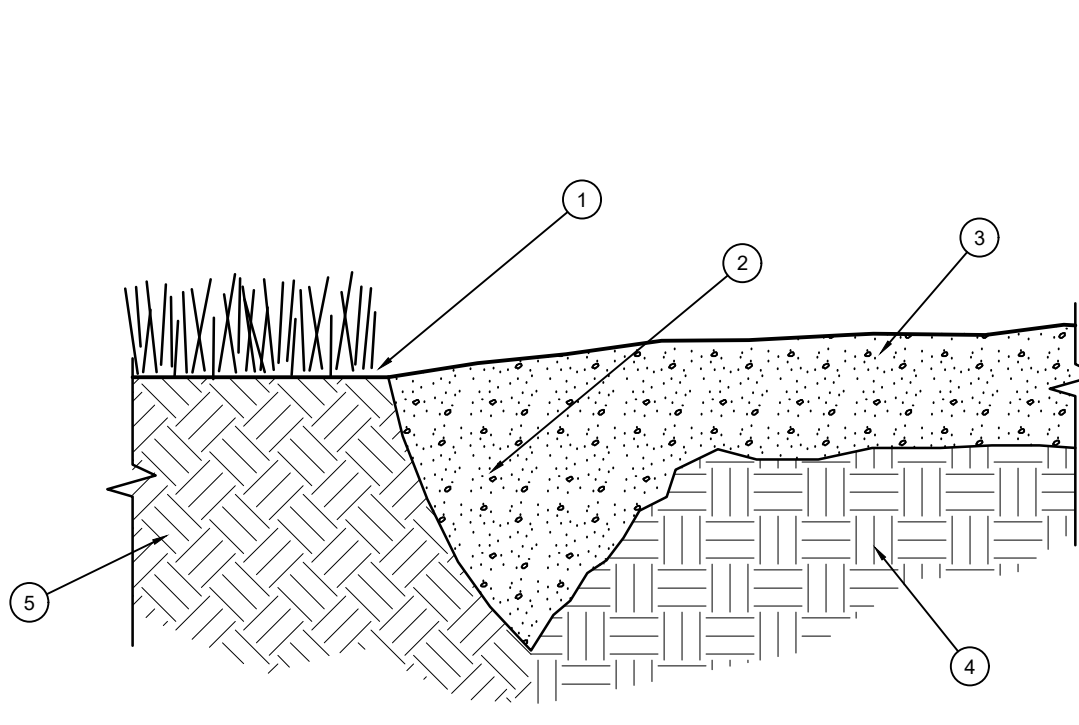
- SOIL PREPARATION
- BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
- SOIL TESTING
- a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECTS LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
- b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (EC), LIME, SODIUM ADSORPTION RATIO (SAR), AND BORON CONTENT.
- c. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
- d. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
- THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOIL REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
- FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
- a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
- i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
- ii. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
- iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
- b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
- i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
- ii. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
- iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
- iv. IRON SULPHATE - 2 LBS. PER CU. YD.
5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
- a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +0.2' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND IN THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
- c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
- d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
- e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
- f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

SUBMITTALS

- THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
 - SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREES/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
 - SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
 - WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.
- GENERAL PLANTING
 - REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
 - EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
 - TRENCING NEAR EXISTING TREES:
 - a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1" FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
 - b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
 - c. ALTER ALIGNMENT OF PIPES TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
 - d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.

TREE PLANTING

- TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
- FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
- INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
- BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO PLANTING. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURE, CLASS AND COMPOSITION IN THE FIELD TO THE EXISTING TOPSOIL. SHALL BE OF STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL adhere to THE FOLLOWING GUIDELINES:
- a. 1"-2" TREES: TWO STAKES PER TREE
- b. 2-1/2"-4" TREES: THREE STAKES PER TREE
- c. TREES OVER 4" CALIPER: GUY AS NEEDED
- d. MULTI-TRUNK TREES: THREE STAKES PER TREE MINIMUM. QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
- UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH MULCH (TYPE AND DEPTH PER PLANS).
- SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
1. DID THE PLANTING HOLES TYPE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
- WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
- SODDING
1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
- MULCH
1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
- DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
- CLEAN UP
- DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
- DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
- INSPECTION AND ACCEPTANCE
- UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
- WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
- THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.
- LANDSCAPE MAINTENANCE
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTling OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS.
- THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
- SHOULD SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
- TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
- a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
- b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
- c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
- WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN ANTI DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.
- PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.



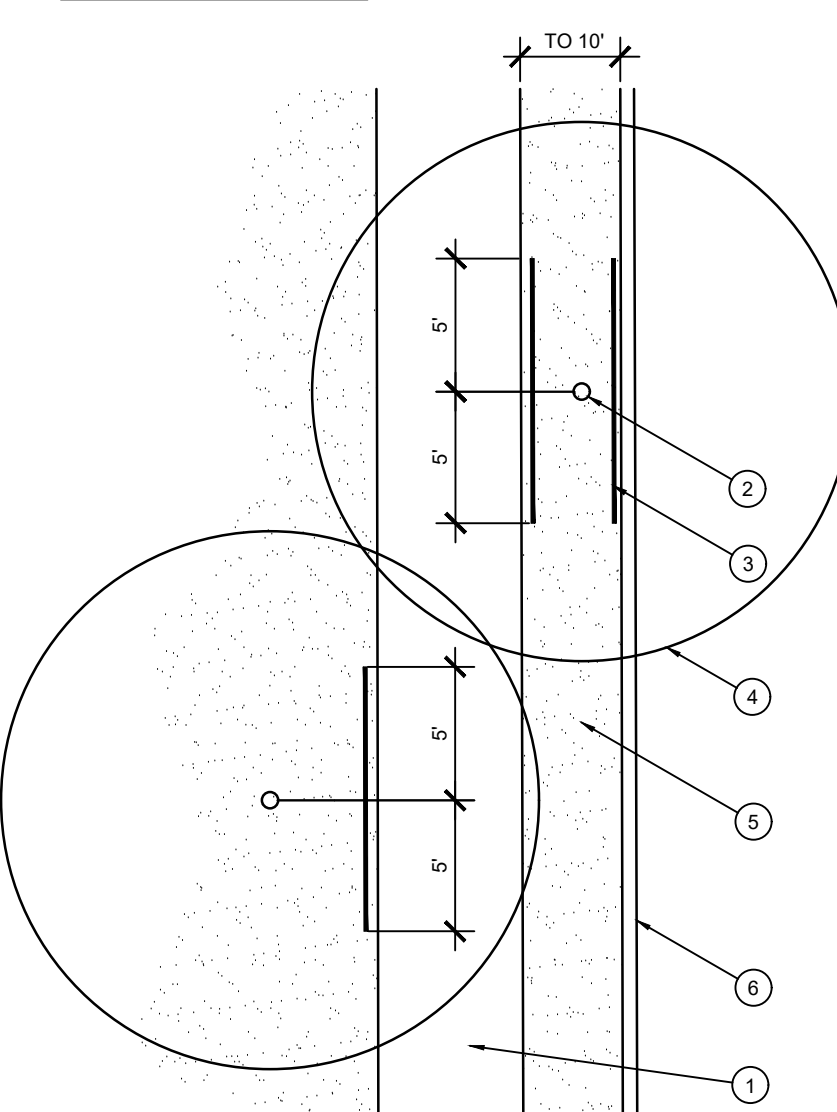
- FINISH GRADE FOR LAWN
- EARTH/SPADE EDGE WITH 5'-6" OF MULCH AT EDGE (FLUSH WITH TOP OF LAWN)
- MULCH PER SPECIFICATIONS
- SOIL MIX PER SPECIFICATIONS
- EXISTING SOIL

NOTES:
1. USE WHEREVER MULCHED TRANSITION TO TURF AREA, INCLUDING ALL TREE MULCH RINGS, SHRUBS, BEDS, MASS PLANTING, ETC., EXCEPT WHERE NOTED OR STEEL EDGING HAS BEEN CALLED OUT.

A EARTH/SPADE EDGE

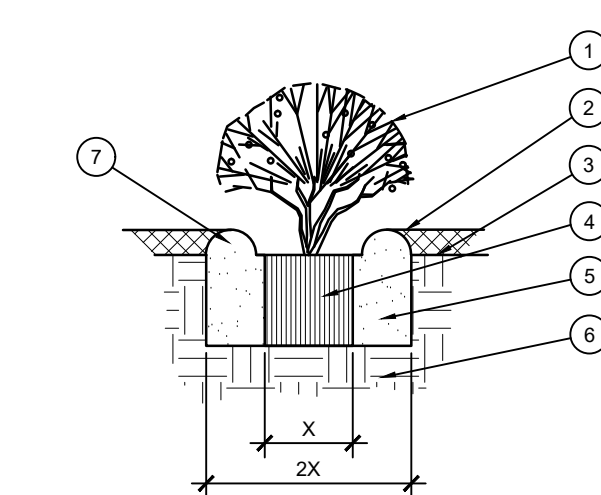
SCALE: NOT TO SCALE

PARKWAY OR ISLAND



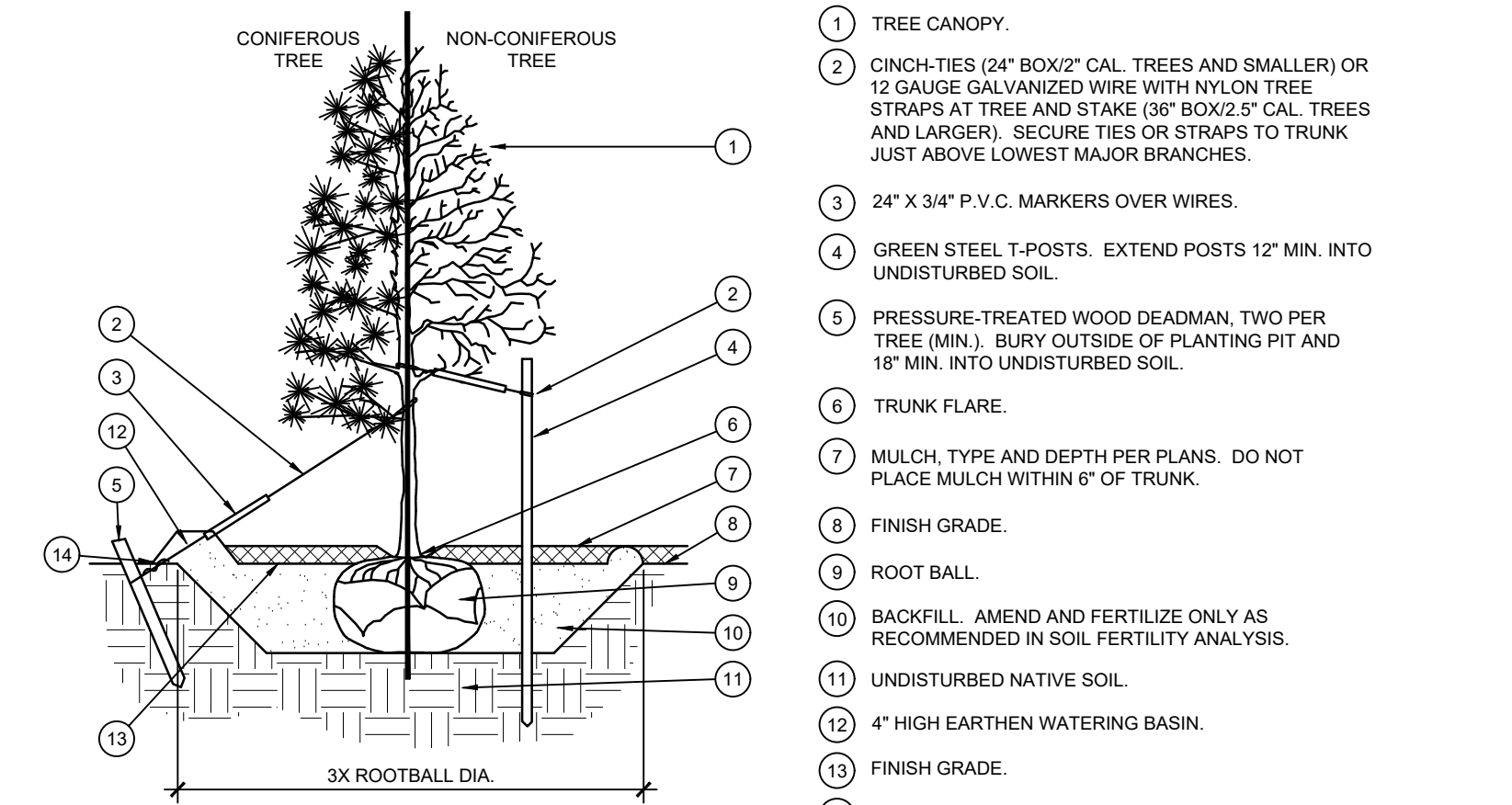
C ROOT BARRIER - PLAN VIEW

SCALE: NOT TO SCALE

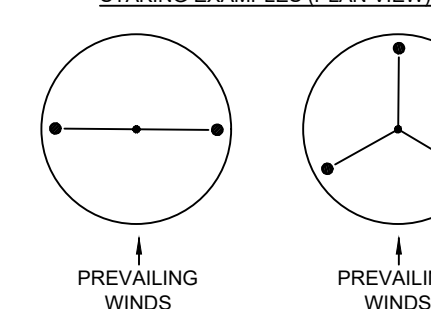


E SHRUB AND PERENNIAL PLANTING

SCALE: NTS



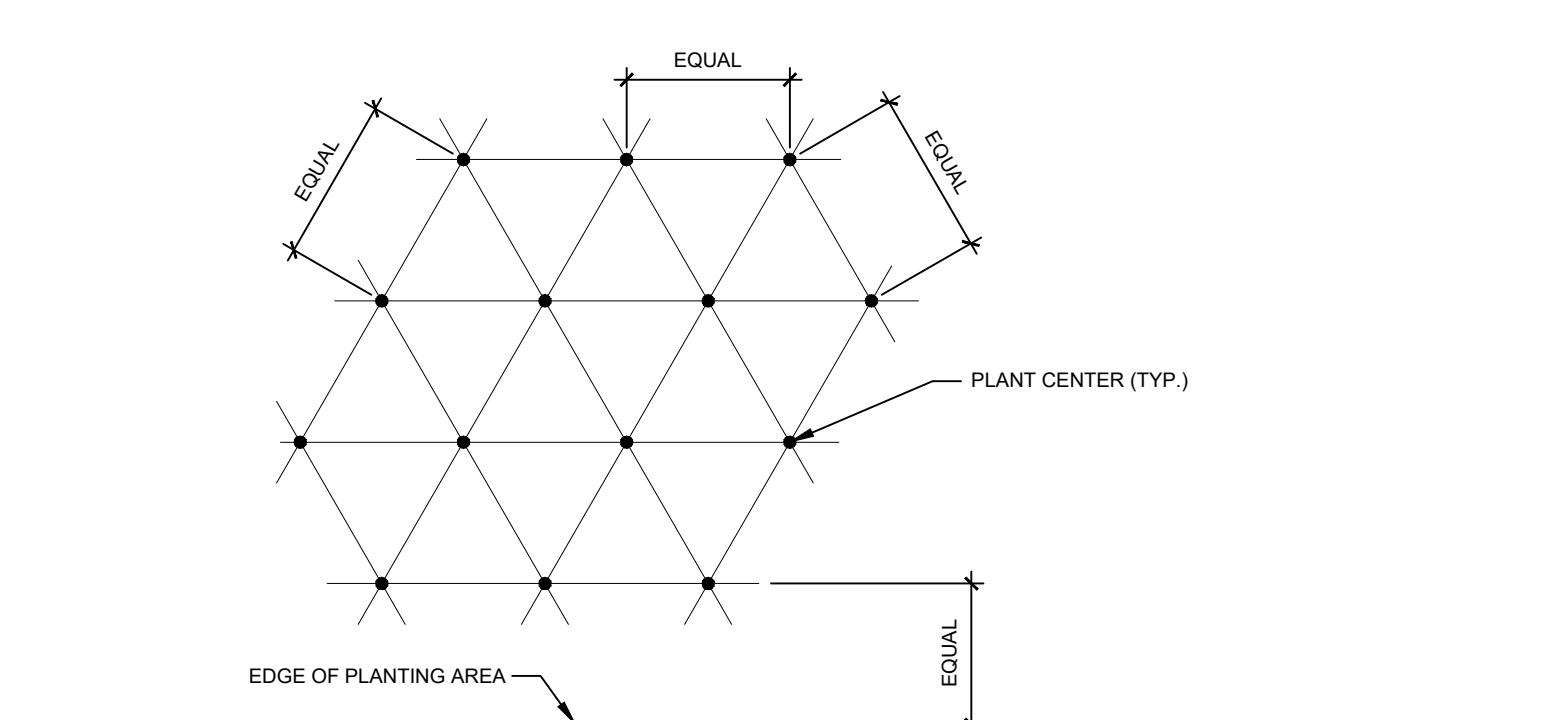
STAKING EXAMPLES (PLAN VIEW)



B TREE PLANTING

SCALE: NOT TO SCALE

- NOTES:
- SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
 - REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 2'-4" ABOVE FINISH GRADE.
 - FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE, CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
 - REMOVE ALL NURSERY STAKES AFTER PLANTING.
 - FOR TREES 36" BOX/2.5" CAL. AND LARGER, USE THREE STAKES OR DEADMAN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
 - STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.



NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

- STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA: TOTAL AREA / AREA DIVIDER = TOTAL PLANTS

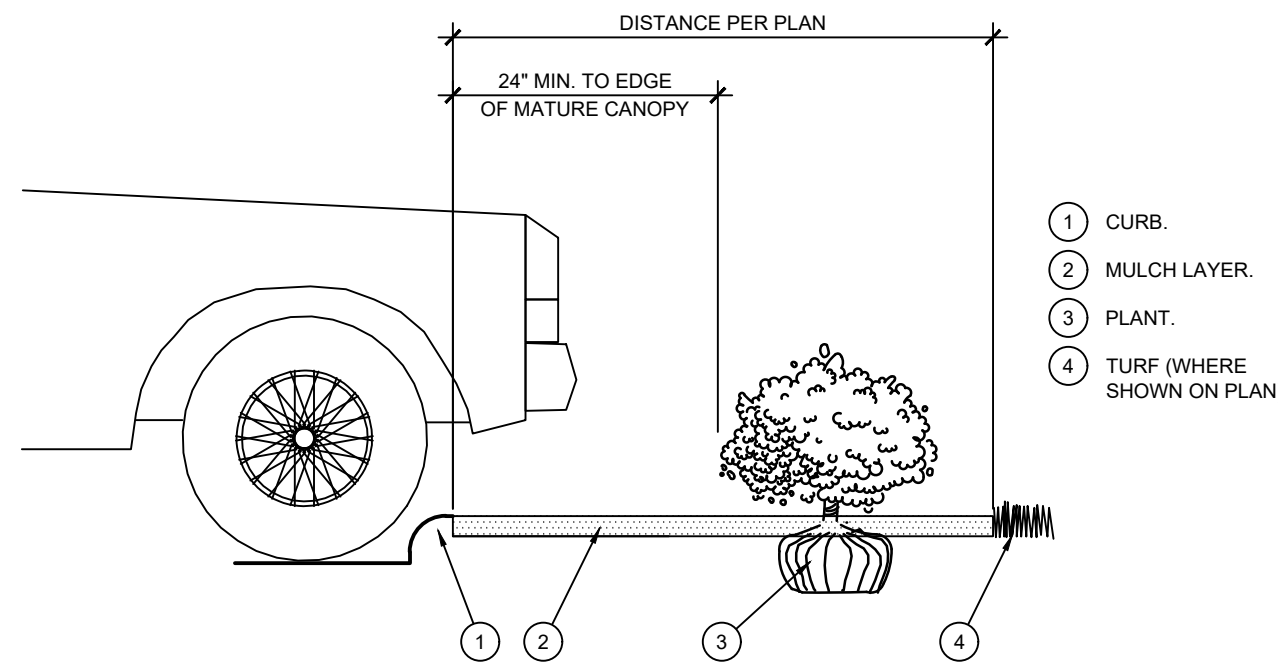
PLANT SPACING	AREA DIVIDER	PLANT SPACING	AREA DIVIDER
6"	0.22	18"	1.95
8"	0.36	24"	3.46
12"	0.60	30"	5.41
15"	1.35	36"	7.79

- STEP 2: SUBTRACT THE ROW(S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT SUBTRACTION

EXAMPLE: PLANTS AT 18" O.C. IN 100 S.F. PLANTING AREA, 40 LF PERIMETER
STEP 1: 100 S.F. / 2.25 = 44 PLANTS
STEP 2: 51 PLANTS - (40 LF / 1.95 = 21 PLANTS) = 30 PLANTS TOTAL

D PLANT SPACING

SCALE: NTS

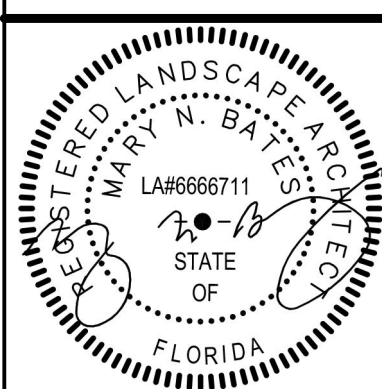


F PLANTING AT PARKING AREA

SCALE: NOT TO SCALE

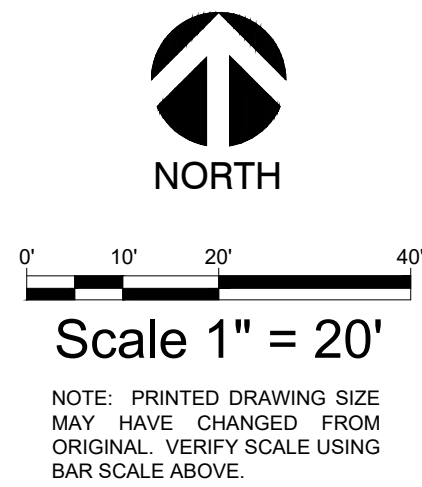


LANDSCAPE PLANTING DETAILS & SPECIFICATIONS
RETAIL DEVELOPMENT
244 W STORY ROAD,
WINTER GARDEN, FL 34787
ORANGE COUNTY



PLAN STATUS

DATE	DESCRIPTION
SMS DESIGN	SMS DRAWN MB CHKD
SCALE	AS SHOWN
JOB No.	011513-01-001
DATE	04-09-2025
SHEET	LP-2



TREE PRESERVATION NOTES

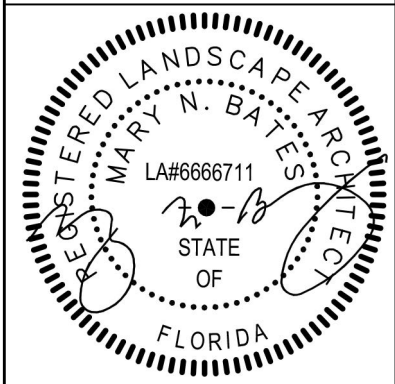
1. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE UNLAWFUL TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE JURISDICTION.
2. ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
3. PRUNING OF A PROTECTED OAK, WITH THE EXCEPTION OF MINOR PRUNING, IS PROHIBITED UNLESS CONDUCTED IN ACCORDANCE WITH THE ANSI-A-300 PRUNING STANDARDS, AND PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA). A NOTARIZED AFFIDAVIT AFFIRMING AN ISA CERTIFIED ARBORIST OR AN ASCA REGISTERED CONSULTING ARBORIST WILL CONDUCT OR PROVIDE ONSITE SUPERVISION OF THE PRUNING SHALL BE SUBMITTED TO THE JURISDICTION PRIOR TO THE PRUNING OF A PROTECTED OAK. AN ISA CERTIFIED ARBORIST OR AN ASCA REGISTERED CONSULTING ARBORIST CONTRACTED BY A PROPERTY OWNER TO PRUNE A PROTECTED OAK SHALL ASSUME FULL RESPONSIBILITY FOR ALL PRUNING ACTIVITIES DETERMINED IN NONCOMPLIANCE WITH STANDARDS SPECIFIED WITHIN THE LAND DEVELOPMENT CODE.

NOTE: TREE PROTECTION FOR ANY PRESERVED OR RELOCATED TREES MUST BE PROVIDED PER DETAILS AND SPECIFICATIONS ON THIS SHEET. THESE MUST BE UP PRIOR TO THE COMMENCEMENT OF ANY WORK AND MAINTAINED THROUGHOUT CONSTRUCTION.

NOTE: ALL TREE TRIMMING MUST BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO COMMENCEMENT OF WORK. ALL TREE TRIMMING MUST BE DONE BY AN ISA CERTIFIED ARBORIST IN ACCORDANCE WITH LOCAL TREE PRESERVATION ORDINANCE.

Bowman Consulting Group, Ltd.
4450 W. Eau Gallie Blvd
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Melbourne, FL 32934
Phone: (321) 255-5434
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www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

TREE DISPOSITION PLAN
RETAIL DEVELOPMENT
 244 W STORY ROAD,
 WINTER GARDEN, FL 34787
 ORANGE COUNTY



PLAN STATUS		
DATE	DESCRIPTION	
SMS DESIGN	SMS DRAWN	MB CHKD
SCALE	AS SHOWN	
JOB No.	011513-01-001	
DATE		
SHEET TD-1		



A TREE PROTECTION FENCE - ELEVATION
SCALE: NOT TO SCALE

B TREE PROTECTION FENCE
SCALE: NOT TO SCALE

C TREE PROTECTION FENCE - LEVEL 2
SCALE: NOT TO SCALE

D BORING THROUGH ROOT PROTECTION ZONE
SCALE: NOT TO SCALE

WINTER GARDEN RETAIL SHELL DESIGN PACKAGE

244 West Story Road
Winter Garden, Florida 34787

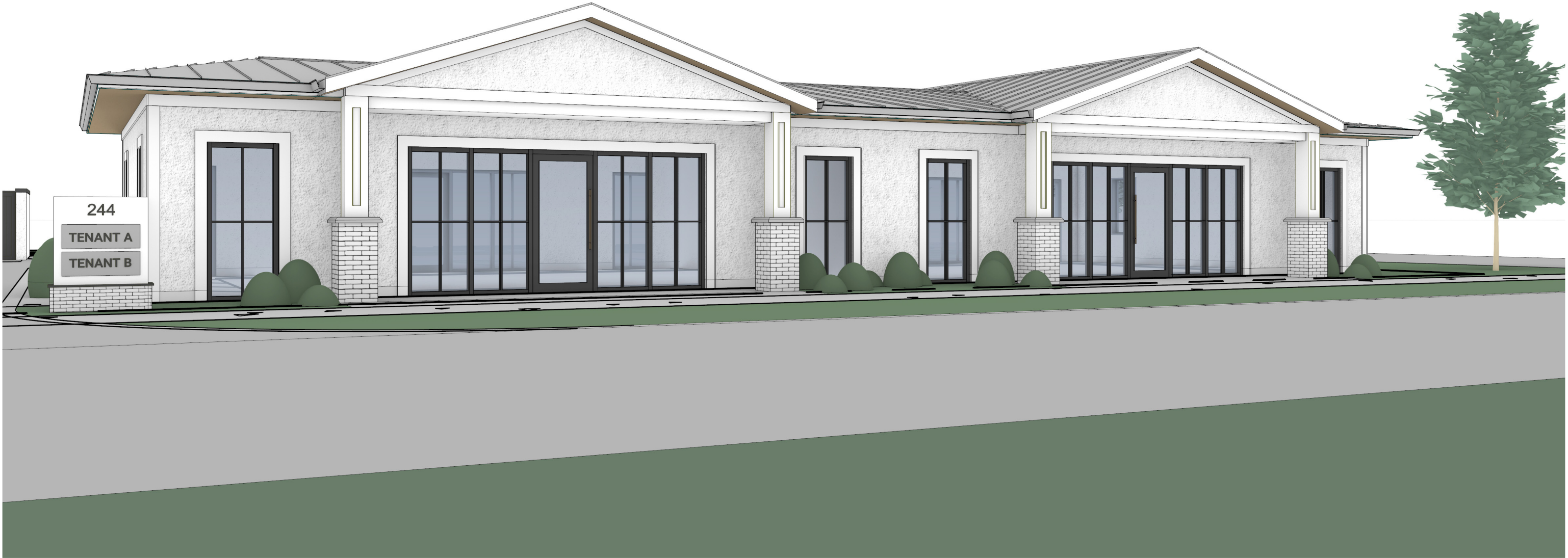
March 28th, 2025



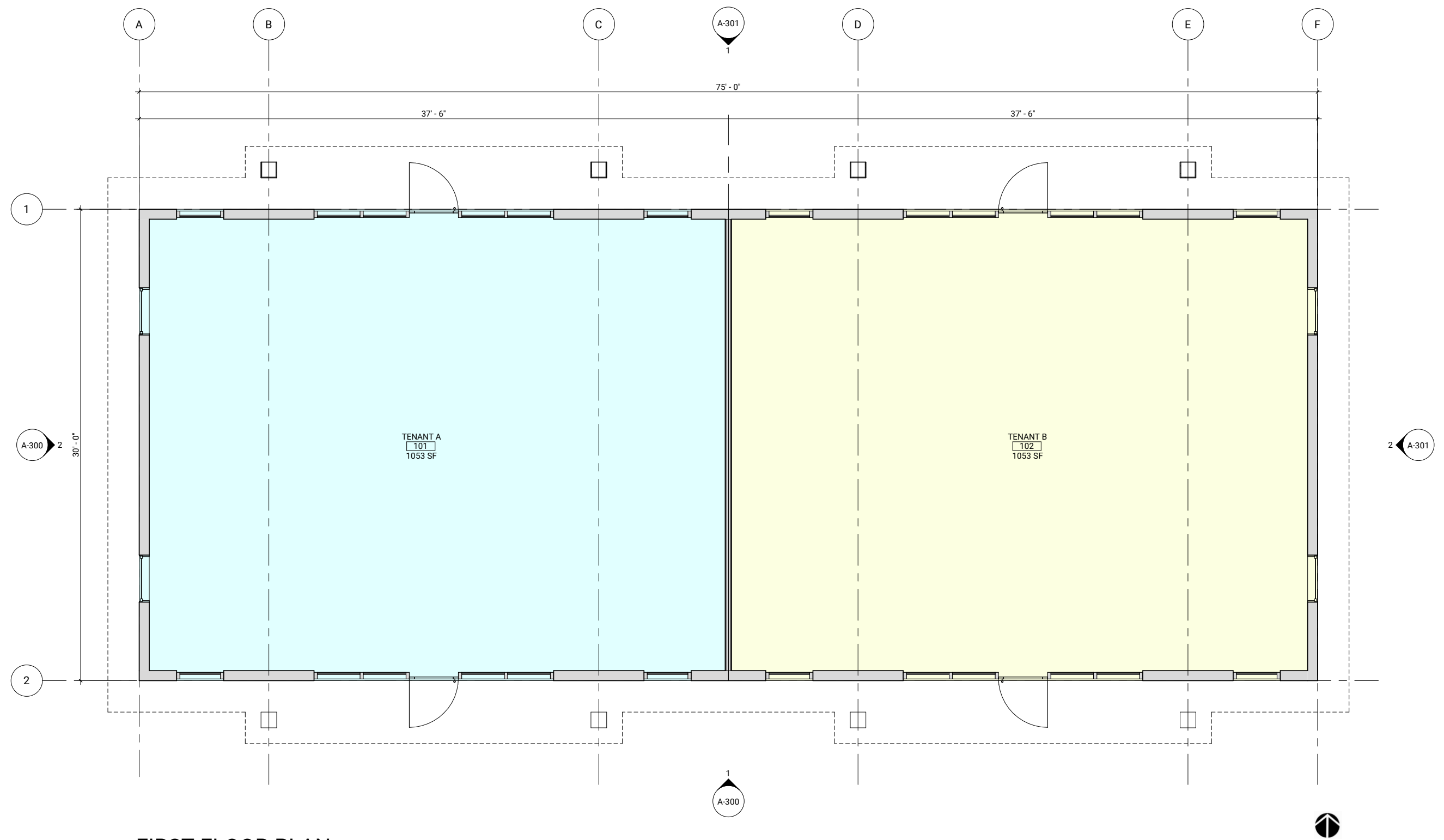
EXISTING CONDITION VIEW



RENDERING VIEW

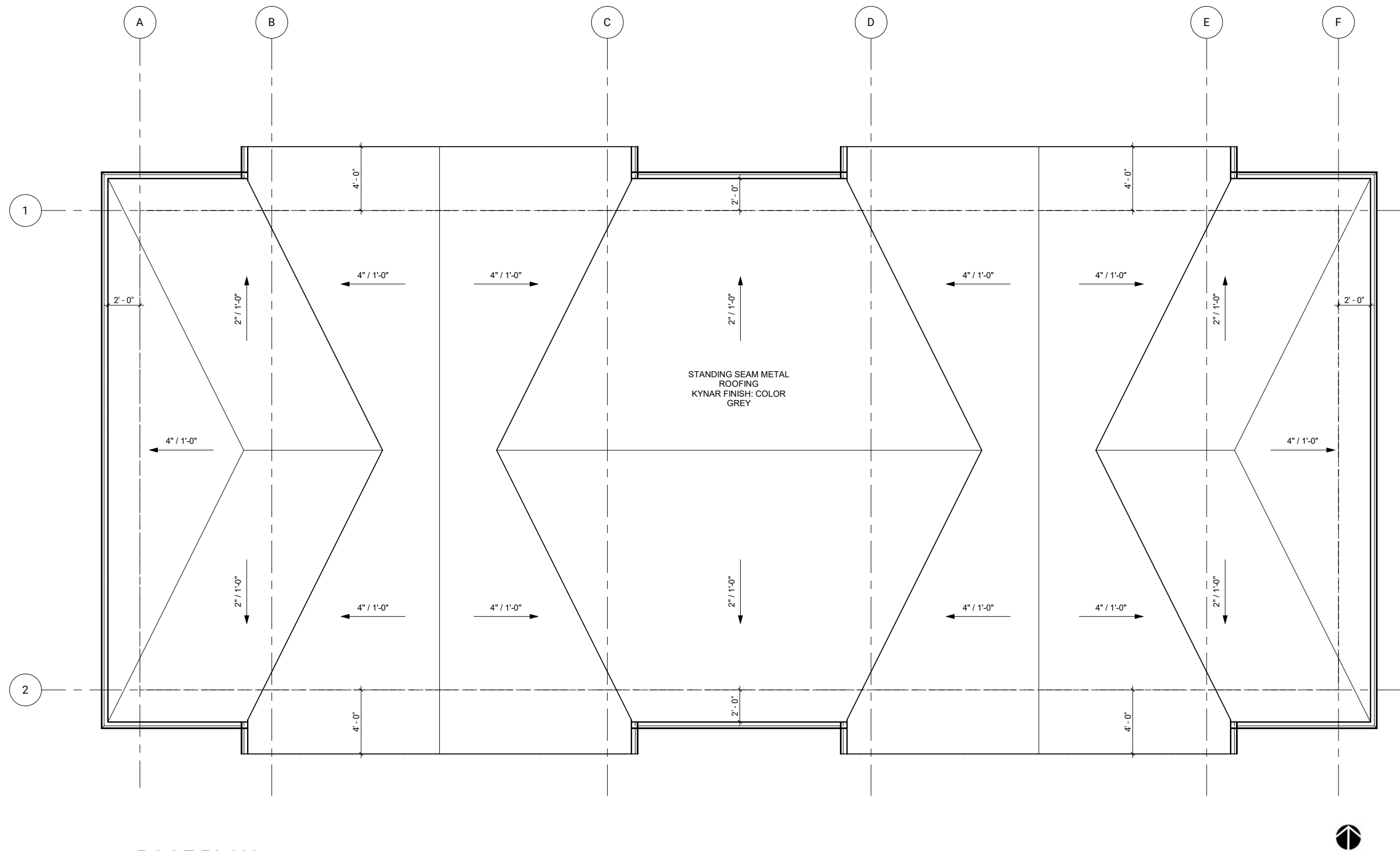


PROPOSED FLOOR PLAN



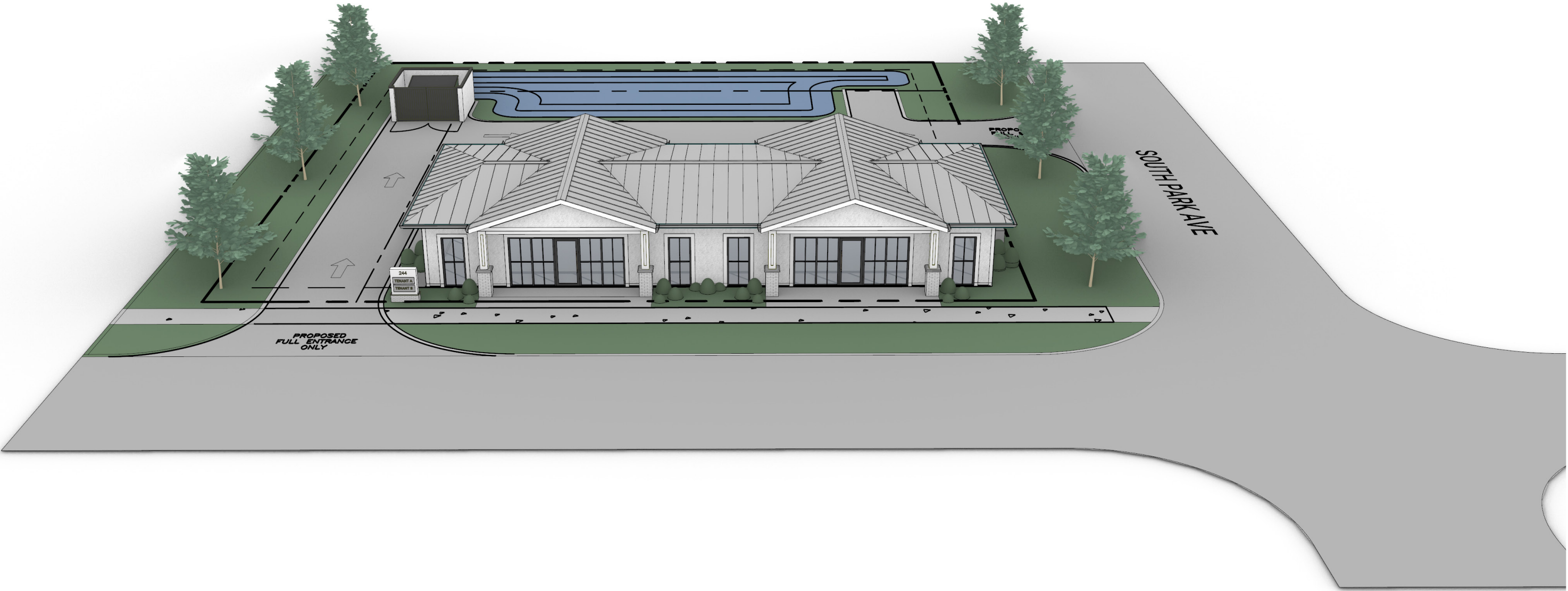
1 FIRST FLOOR PLAN
1/4" = 1'-0"

PROPOSED ROOF PLAN

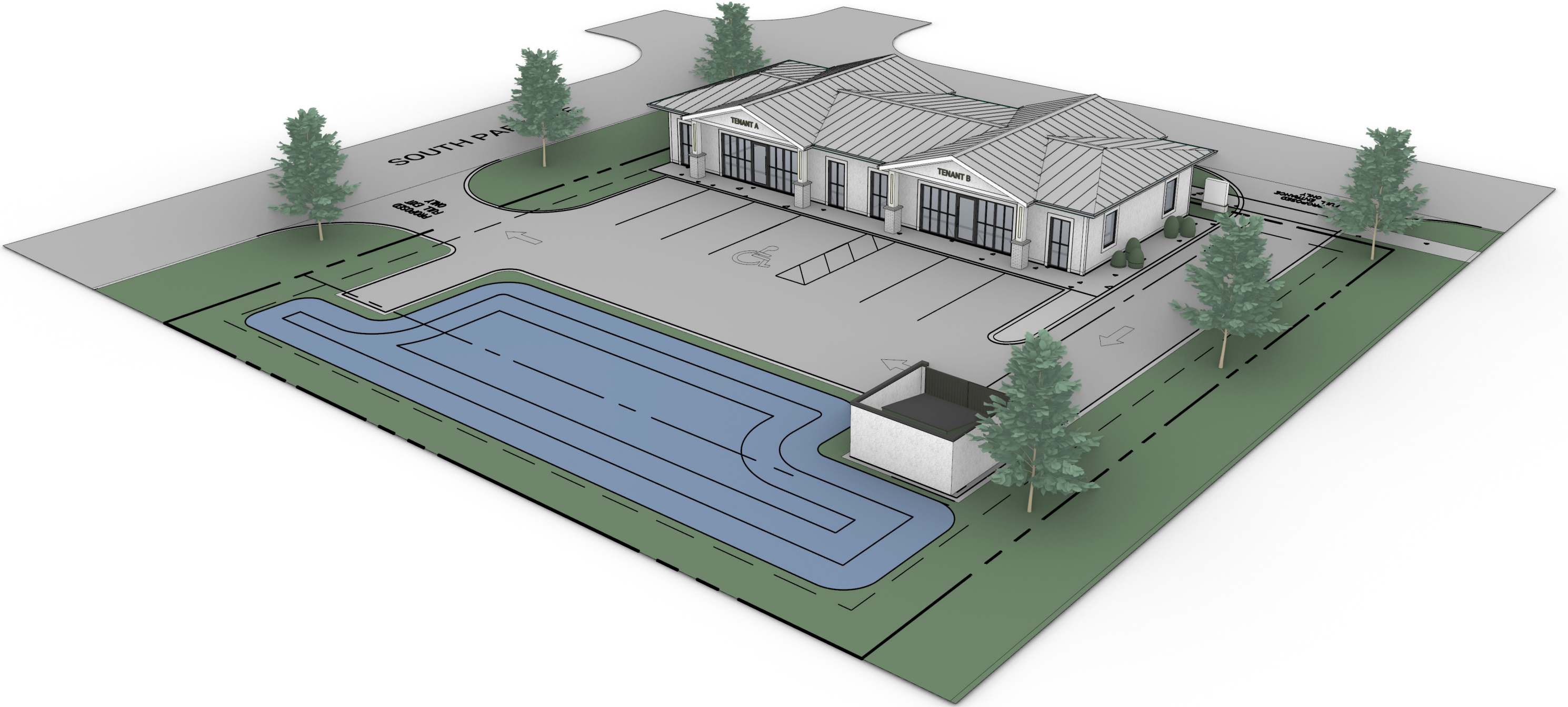


1 ROOF PLAN
1/4" = 1'-0"

AERIAL VIEW



AERIAL VIEW



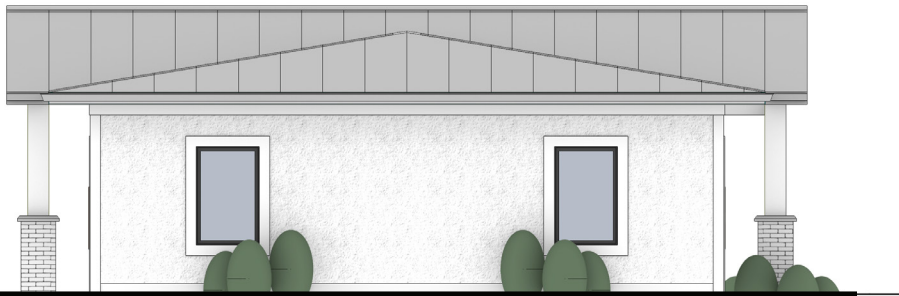
RENDERING VIEW



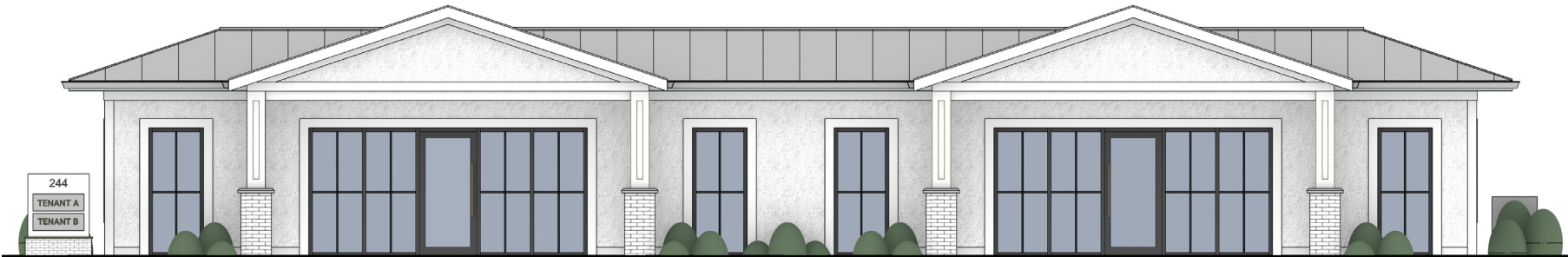
ELEVATIONS



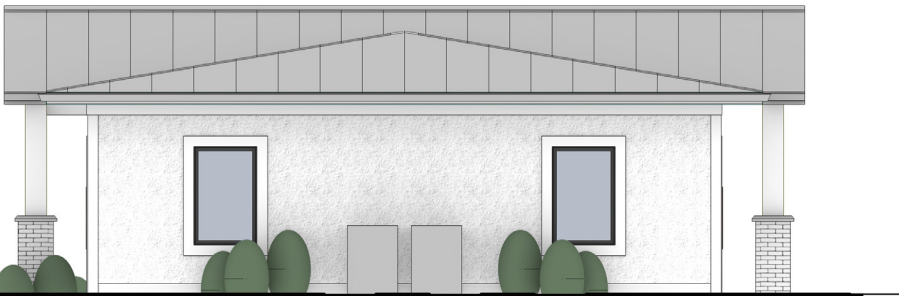
NORTH ELEVATION



EAST ELEVATION

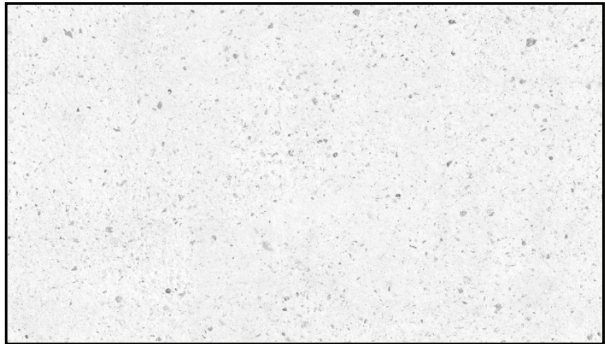


SOUTH ELEVATION

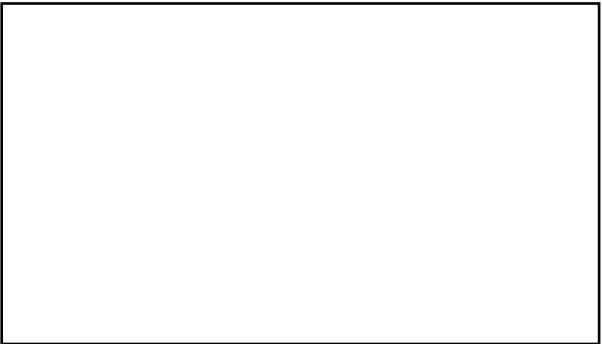


WEST ELEVATION

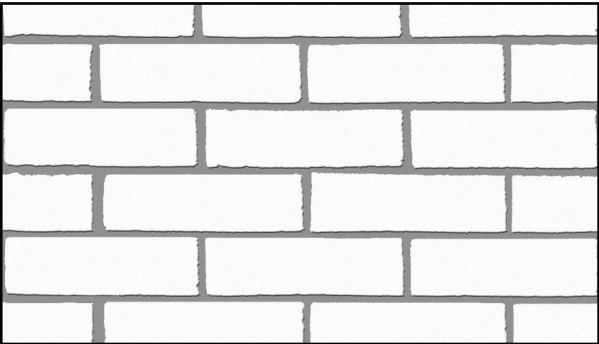
MATERIAL PALETTE



PAINTED STUCCO - MAIN
BEN MOORE
ALABASTER OC-129
LRV - 85



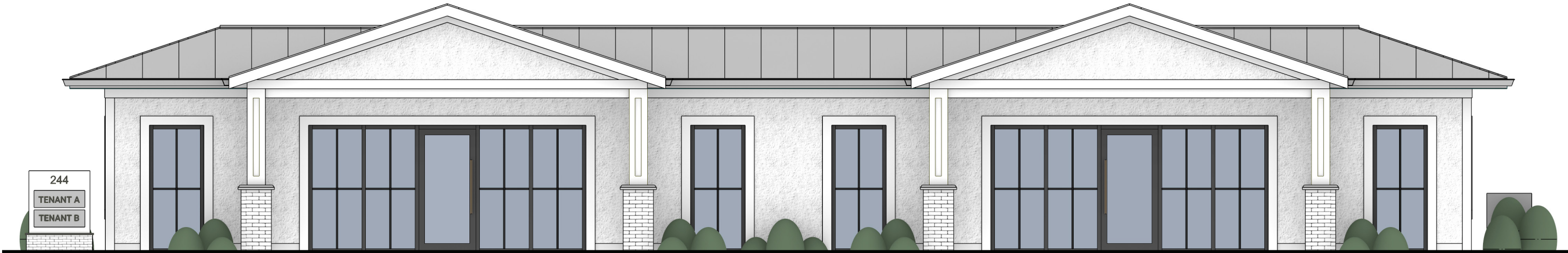
PAINTED STUCCO TRIM
BEN MOORE
ULTRA WHITE CC-10
LRV - 83



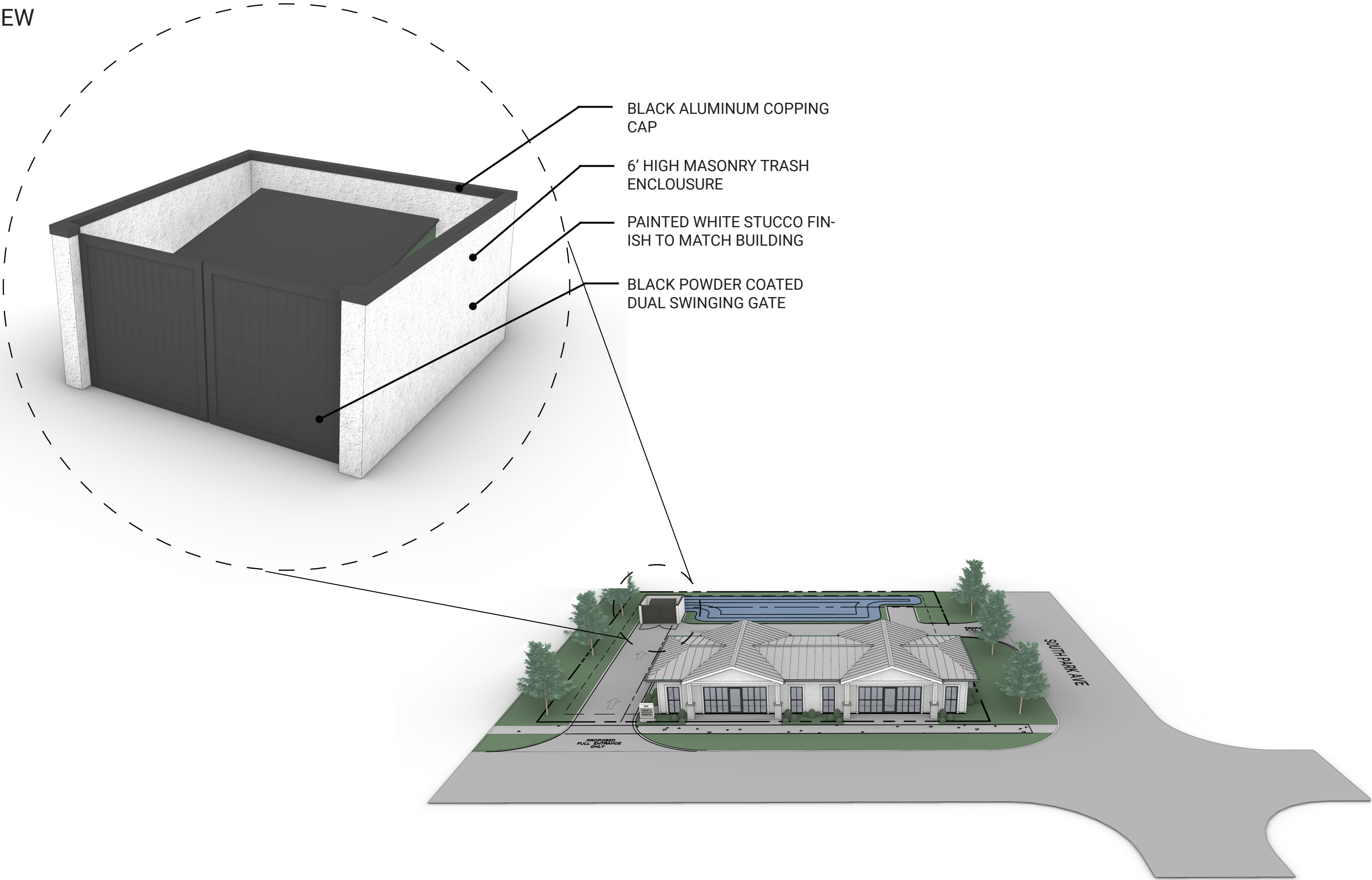
THIN BRICK VENEER
MORTON STONES
WHITE BRICK - DARK GREY GROUT



STANDING SEAM METAL ROOFING
KYNAR 500 FINISH
"GREY"



AERIAL VIEW



CITY OF WINTER GARDEN

Development Review Committee

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

MEMORANDUM

TO: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: AUGUST 21, 2025
SUBJECT: 244 W STORY ROAD (WINTER GARDEN RETAIL DEVELOPMENT)
SITE PLAN REVIEW

Pursuant to your request, we have reviewed the revised site plan dated 6/02/25 for compliance with the City's stormwater and site requirements. The plan proposes the construction of a new retail building of 2,250 s.f. on the vacant 0.30 acre R-NC zoned parcel with associated paving, drainage, and utilities. This was submitted in response to our site plan review of 12/16/24 and DRC meeting of 1/16/25 where it was referred to staff review only.

ENGINEERING COMMENTS

We recommend approval of the site plan, subject to approval by all other departments, and the following conditions and comments (underlined comments shall be addressed prior to pre-con):

1. Planning Department shall review and comment on proposed use, parking count, setbacks, open space, landscaping, buffering, lighting and signage, including the RN-C Zoning requirements.
2. General Requirements (note all on plans):
 - a. All gravity sanitary pipe and fittings shall be SDR 26.
 - b. All compaction shall be 98% of the modified proctor maximum density (AASHTO T-180).
 - c. As-built record drawings shall comply with City of Winter Garden requirements available on-line (note on plan).
 - d. All Storm ($\geq 12''$) and Sanitary lines ($\geq 6''$) shall be inspected by CCTV prior to completion.
 - e. Use City Standard Detail sheets for utilities and public works in future submittals (see City website).
 - f. If Thermoplastic pipe is used it shall meet all City material and installation requirements as specified in the City's Standards & Specifications including Class I bedding, HP polypropylene pipe (**not HDPE or N-12**), laser profiling, installation per ASTM D2321, etc. (see under on-line forms on website).
 - g. Minimum 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to City Code (as shown). Existing sidewalks, curbs, or pavement will be checked at completion and any damaged sections shall be replaced.
 - h. All utilities shall be underground pursuant to Code (Sec. 18-33) including electrical power, cable, telephone, etc.
3. Sheet C4.0 – Utility Plan:
 - a. All irrigation on the site shall be designed to be supplied by reclaimed water when available and shall be served by a jumper to potable water until that time. Any irrigation lines within public R/W shall be purple in color. Irrigation plan has been submitted for Planning Department review.
 - b. All utilities to the site shall be underground per Code (Section 18-33) including telephone, electric and cable.
 - c. Sanitary laterals for commercial buildings shall be 6" minimum (as shown).
 - d. 100% of all required water and sewer impact fees shall be paid prior to City execution of FDEP permits and issuance of site or building permits. The plans show (2) new 1" potable meters and a 1" irrigation meter. Based on the above, the utility impact fees are as follows:

1" Potable meter	2 ea. @ \$2,715.00	=	\$5,430.00
------------------	--------------------	---	------------

Wastewater for 1" meter	2 ea. @ \$4,418.00	=	\$8,836.00
1" Irrigation meter	1 ea. @ \$2,715.00	=	\$2,715.00
	TOTAL	=	\$16,981.00

(does not include connection/installation fee; coordinate with Utility Billing for any existing credits)

4. All dumpsters shall be enclosed and shall provide 12' minimum inside clearance (each way inside of bollards & gate hardware), and access by solid waste vehicles. Coordinate additional requirements and approval with Public Services Department, Solid Waste Division.
5. Signs, screen and retaining walls will need a separate permit from Building Department.
6. All on-site utilities shall be privately owned and maintained. 100% of all required water and sewer impact fees shall be paid prior to City execution of FDEP permits or issuance of site or building permits. Meter sizes shall be provided for review by the Utilities Department for verification of impact fees at time of Building Permit application. Final plans will not be approved for construction until utility impact fees have been paid and FDEP permits or exemptions have been issued.
(does not include connection/installation fee)
7. Streetlighting, both internally and on all street frontages, is required pursuant to City Code – dark skies lighting is required. A photometric plan has been submitted for review by the Planning Department.
8. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.
9. Permits or exemptions shall be provided from SJRWMD for stormwater, and FDEP for water and wastewater.

BUILDING COMMENTS

10. The dumpster enclosure gate opening on sheet C1.0 of the Proposed Improvements plan does not meet the requirements of detail 7, sheet 11 on the City of Winter Garden Florida Standards and Specifications Standard Details sheet. The opening between the gates when fully open is to be 12' clear per the detail.

FIRE COMMENTS

11. Fire Department Connection's shall be stand-alone off the backflow. Backflow requires tamper switch.

PLANNING COMMENTS

12. Dumpster enclosures are permitted separately. At building permit, enclosure must comply with city standards.
13. Note: Signs are reviewed and approved separately through a building permit. All signage shall adhere to City Code Chapter 102 – Signs. Please refer to Table 1: Signs in Residential Districts.

STANDARD GENERAL CONDITIONS

14. All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.
15. 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.
16. 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.

17. The Owner and Contractor are responsible for meeting all provisions of ADA and Florida Accessibility Code, including accessible route sidewalks that will connect to public sidewalks on S.R. 50...
18. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
19. Approval by the City Commission (site plan) will be required prior to issuance of site or building permit(s).
20. 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 site or building permit.
21. Additional comments will be generated at subsequent reviews.

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

END OF MEMORANDUM



THE CITY OF WINTER GARDEN

COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA ITEM

From: Marc Hutchinson, Economic Development Director

Via: Jon C. Williams, City Manager

Date: August 18, 2025

Meeting Date: August 28, 2025

Subject: Zanders Park Open Space Conceptual Design Work - Reimbursement of City's General Fund by the CRA

Issue: In order to avoid progress delays and move the Zanders Park upgrades along, the City approved both a Murray Design Group proposal and invoice, in advance, for the required conceptual design work of the public open space next to the Boulder pool. The proposed work was estimated at **\$33,330** and the invoice paid by the City's General Fund for the completed conceptual work to-date was **\$20,020**. The Zanders Park amenity upgrades are significant for the Historic East Winter Garden Neighborhood and have been one of the first signs of visible improvements towards the overall community's revitalization including the recently installed playground equipment.

Recommended Action: Motion to approve cost reimbursement of the City's General Fund by the CRA for the conceptual design work completed by the Murray Design Group in the amount of **\$20,020**.

Attachments/References:

Invoice For Completed Conceptual Design Work

Murray Design Group Conceptual Drawing

Murray Design Group Conceptual Design Proposal



**Murray
Design
Group**

Invoice for Professional Services

Bill To

City of Winter Garden
Laura Coar, Director
300 West Plant St
Winter Garden, FL 34787

Date

3/31/2025

Invoice #

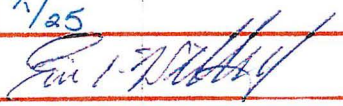
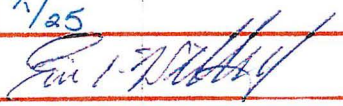
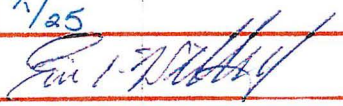
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Project

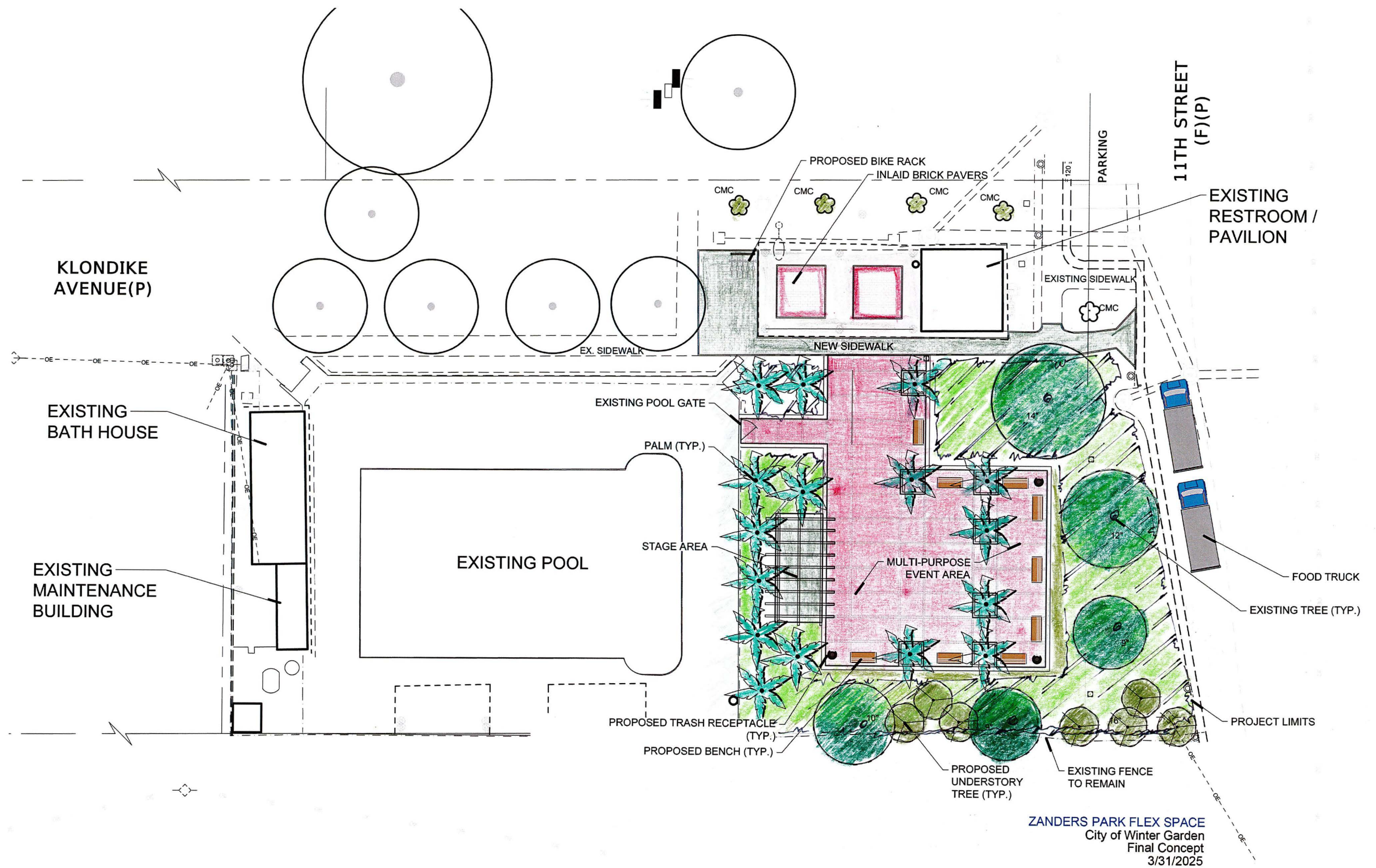
Zanders Park Flex Space

P.O. No.**Terms**

Net 30

SERVICE	CONTRACT AMOUNT	PREVIOUSLY BILLED	REMAINING FEE	CURRENT BILLING										
Project Management	3060.00	0	3,060	2,000.00										
Discovery and Analysis Conducted site inventory and review. Compared findings to survey.	8020.00	0	8,020	8,020.00										
Concept Development Work completed: Provided 3 preliminary concepts for client review. Met with Laura and Jon to discuss schemes. Provided final concept for Client Review	19250.00	0	19,250	10,000.00										
<table><tr><td>ACCOUNT CODE</td><td>120 - 0213 - 552 - 63-00</td></tr><tr><td>PROJECT NO.</td><td>24652</td></tr><tr><td>APPROVED BY</td><td></td></tr><tr><td>DATE APPROVED</td><td>4/1/25</td></tr><tr><td>CM SIG. (IF > \$10K)</td><td></td></tr></table>					ACCOUNT CODE	120 - 0213 - 552 - 63-00	PROJECT NO.	24652	APPROVED BY		DATE APPROVED	4/1/25	CM SIG. (IF > \$10K)	
ACCOUNT CODE	120 - 0213 - 552 - 63-00													
PROJECT NO.	24652													
APPROVED BY														
DATE APPROVED	4/1/25													
CM SIG. (IF > \$10K)														
Total Due				\$20,020.00										

Murray Design Group, Inc.
942 Fremont Avenue
Winter Park, Florida 32789
ph: 407-340-1196
ramon.murray@mdgplan.com





September 4, 2024

Via Email

Ms. Laura Coar, Director – Parks and Recreation
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787
Ph: 407.877.5418

Project: Zanders Park Flex Space
362 11th St, Winter Garden, FL 34787
Winter Garden, Florida
Task and Fee Proposal for Professional Design Services

Murray Design Group, Inc. (Consultant), in conjunction with Ruth Hamberg Landscape Architect & Urban Design LLC, presents to the City of Winter Garden (Client) a task and fee proposal for the following project located in ORANGE COUNTY, Florida:

PROJECT DESCRIPTION

The Client has requested that the Consultant provide conceptual plans for a portion of Zanders Park located in East Winter Garden. *Prior to preparing construction documents, the Consultant will prepare concept design drawings including a conceptual site plan and optional enlargements and sections to best delineate the overall design intent of the space.* The 'design area' consists of a space formerly occupied by a large play structure, a small shade structure and seating. Some live oaks exist, and the perimeter is peppered with volunteer sabal palms.

The design process shall explore the potential for a flex space that could accommodate family gatherings, outdoor pool staff meetings, and occasional permitted food truck / vendor activities. The space may be programmed with canopy shade structures, seating, grill, and other amenities.

SCOPE OF WORK - Task and Fee Proposal:

TASK 1 PROJECT MANAGEMENT

- A. The Consultant shall conduct one (1) kick-off meeting with city staff for the pre-design portion of this project. The purpose of the meeting will be to review the project goals, scope of work, project schedule, correspondence of staff comments and other project procedures and logistics.

Professional Services Proposal

246 North Westmonte Drive Altamonte Springs, FL 32714 www.murraysitedesign.com 407-340-1196



- B. The Consultant shall participate in 2 team/ city staff progress meetings as needed.
- C. The Consultant shall coordinate our work with the Client's project team, monitor the project schedule as it relates to this scope and provide timely invoicing and report of the project progress.
- D. The Consultant shall tour the site with the Client, if needed, to further review and clarify the scope of work, opportunities, and constraints.

TASK 2 DISCOVERY AND SITE ANALYSIS

- A. The Client shall provide a Florida-certified site survey prepared by a licensed surveyor of the project area before the site visit. The survey shall include fencing, trees, hardscape, structures, irrigation and utilities. MDG will consider all information supplied by the Client as accurate and correct.
- B. The Consultant shall visit the site to document, inventory and analyze existing and historical conditions within the project area.

TASK 3 CONCEPT DEVELOPMENT

- A. Based on the information obtained during the Discovery and Site Analysis phase and discussions with city staff, the Consultant will proceed with the conceptual design portion of the project.
- B. The Consultant shall prepare up to three (3) preliminary Concept Plans for the park space. The preliminary plans will be soft-line sketches over existing base information supplied by the Client and will delineate the project areas, limits of work, and significant design elements. Character Development board(s) and a design narrative will support the preliminary Concept Plan and may include cross sections, elevations, sketches, and three-dimensional images to support the concepts.
- C. The Consultant shall attend one (1) meeting with the Client to present the preliminary Concept Plan and Character Development Board(s).
- D. Based on review comments, the Consultant shall proceed with the preparation of the draft final Concept Plan and Character Development Board(s), incorporating revisions, if any, suggested during the review process.
- E. The Consultant shall attend one (1) meeting to present the draft final Concept Plan and Character Development Board(s) based on comments from the Client review of the preliminary plan.
- F. Based on review comments, the Consultant shall proceed with the preparation of the Final Concept Plan and Character Development Board(s).
 - a. Deliverables: As a result of these tasks, the Consultant shall produce the following:

Professional Services Proposal



- i. One (1) copy of the preliminary Concept Plan (24"x36")
- ii. One (1) copy of the draft final Concept Plan (24"x36")
- iii. One (1) copy of the final Concept Plan (24"x36") -rendered
- iv. One (1) copy of the Character Development Board(s) (24"x36")
- v. Digital files of each plan

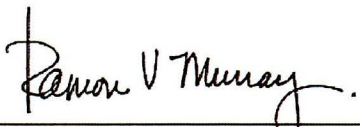
COMPENSATION

The services described in the Scope of Work section of this Agreement will be provided for the areas of focus on the following fee basis:

Task 1: Project Management	\$ 3,060.00
Task 2: Discovery and Analysis	\$ 8,020.00
Task 3: Concept Development	\$19,250.00

Total \$30,330.00 Lump Sum

Reimbursable expenses for copies, plots, prints, courier services, display boards, and reproductions shall be invoiced at cost to the Client. Budget: \$400.00

By 
Ramon V. Murray, Principal
Murray Design Group, Inc.

REQUESTED AND AUTHORIZED BY:

City of Winter Garden representative

By: 

Printed Name: Laura Coar

Title: Parks + Rec. Director

Date: 9/11/24

Professional Services Proposal

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