



CITY COMMISSION

AGENDA

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

Regular Meeting

February 26, 2026

6:30 PM

Call to Order

Determination of a Quorum

Invocation and Pledge of Allegiance

1. Approval of Minutes

A. Regular Meeting Minutes – February 12, 2026

2. Presentation

A. **Proclamation 26-03**: Earl Brigham Day – Mayor Rees

3. First Reading and Public Hearing of Proposed Ordinance

A. **Ordinance 26-08**: AN ORDINANCE BY THE CITY WINTER GARDEN, FLORIDA, AMENDING CHAPTER 18, ARTICLE II, DIVISIONS 1, 2 AND 3 OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES CONCERNING THE FLORIDA BUILDING CODE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE – **Second reading and public hearing March 12, 2026** – Assistant City Manager for Public Services Pash

4. Regular Business

A. **RESOLUTION 26-03**: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM, SPECIAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND THE HAWAI'I WILDFIRES; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE – Assistant City Manager of Public Services Pash

- B. Recommendation to approve purchase of twelve Molok Waste Containers for installation at Tucker Ranch and throughout downtown in the amount of **\$70,680 – Assistant City Manager of Public Services Pash**
 - C. Recommendation to approve purchase of Aurelian AI System for the Communications Center and authorize City Manager sign Master Services Agreement for a three-year contract in the amount of **\$55,000** per year – **Police Chief Graham**
 - D. Board Appointment: **Code Enforcement Board – Police Chief Graham**
 - E. Recommendation to award Purchase Order to Mead and Hunt, Inc. to design Smith Street Reclaimed Water Ground Storage Tank and Pumping Station in the amount of **\$618,631 – City Engineer Monahan**
 - F. Recommendation to award Purchase Order to Mead and Hunt, Inc to design 20-inch Reclaimed Water Transmission Main for Crest Avenue Wastewater Treatment Plant in the amount of **\$412,124 – City Engineer Monahan**
 - G. Recommendation to award Purchase Order to T.D. Thomson Construction, Inc. for Roadway Underdrain in Valencia Shores in the amount of **\$157,595.25 – City Engineer Monahan**
 - H. Recommendation to approve Purchase Order with Middlesex Paving LLC, for resurfacing services in the amount of **\$1,051,258.50 – City Engineer Monahan**
 - I. Recommendation to approve **SPECIAL EVENT** - Rotary Club of Winter Garden - Evening at the Pops Concert Event at Newton Park on Saturday, March 28, 2026, and waive the \$1000 permit fee, subject to conditions – **Planning Director Carson**
- 5. **Matters From Public - (Limited to 3 minutes per speaker)**
 - 6. **Matters From City Attorney - A. Kurt Ardaman**
 - 7. **Matters From City Manager - Jon C. Williams**
 - 8. **Matters From Mayor and Commissioners**
 - 9. **Adjourn to Regular Meeting on Thursday, March 12, 2026 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor**

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

City of Winter Garden City Commission
Regular Meeting
February 26, 2026

NOTICES:

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 6327.



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



**Minutes City
Commission**

February 12, 2026, 6:30 p.m.

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

Present:

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

Also Present:

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

1. Approval of Minutes

A. Regular Meeting Minutes – January 22, 2026

**Motion by Commissioner Jones to approve the regular meeting minutes of January 22, 2026.
Seconded by Commissioner Sharman and carried unanimously 5-0.**

2. Regular Business

A. Recommendation to approve funding for Axon Body Camera Video System in the amount of \$124,783.38

Police Chief Steve Graham stated that the request is for approval in the amount of 124,783.38 for year three of a five-year contract with Axon Body Camera Video System, which includes the lease of equipment and storage of all video footage. He noted that the funding for the expenditure was included in the approved budget. Staff recommended approval.

There was discussion and confirmation of contract terms.

Motion by Commissioner Jones to approve funding for Axon Body Camera Video System in the amount of \$124,783.38. Seconded by Commissioner Johnson and carried unanimously 5-0.

B. Board Appointment: Code Enforcement

Mayor Rees stated that this item would be postponed to next meeting.

C. Recommendation to authorize City Manager execute amendment to the Farmers Market License Agreement charging weekly amenity fee to each vendor

Economic Director Marc Hutchinson stated that the current license agreement with Red Top Productions Corporation (RTP) does not include a fee for operating the Farmers Market. He explained that to help offset the operational cost associated with maintaining the downtown space, including the pavilion, restrooms, and related programming, the amendment to the licensing agreement with RTP will allow a five-dollar weekly amenity fee per 101x10 space to be charged to participating vendors, effective March 7, 2026. Staff recommended approval to authorize the City Manager to execute the amendment to the Farmers Market License Agreement.

There was discussion regarding the number of participating vendors and the estimated annual revenue the fee would generate.

Motion by Commissioner Bennet to authorize the City Manager to execute the amendment to the Farmers Market License Agreement. Seconded by Commissioner Jones and carried unanimously 5-0.

D. Recommendation to approve SITE PLAN for 1211 Winter Garden Vineland Road (Resurrection Catholic Church), subject to conditions

Planning Director Kelly Carson stated that the applicant is requesting site approval for the renovation of Resurrection Catholic Church, located at 1211 Winter Garden Vineland Road. She explained that the proposed improvements include an expansion of the existing narthex area, redesign of the courtyard, and modification to the parking layout. Ms. Carson noted that the site modifications comply with the property's future land use designation, meet all applicable zoning requirements, and are consistent with the city's ordinance. Staff recommended approval subject to conditions.

Motion by Commissioner Bennett to approve SITE PLAN for 1211 Winter Garden Vineland Road (Resurrection Catholic Church), subject to conditions. Seconded by Commissioner Sharman and carried unanimously 5-0.

E. Recommendation to approve SITE PLAN for 13905 West Colonial Drive (RV Office Building), subject to conditions

Planning Director Kelly Carson stated that the applicant is requesting site plan approval for the property located at 13905 West Colonial Drive to demolish the existing two-story office building and construct a new single-story office building. Ms. Cason noted that the proposal is consistent with zoning and applicable ordinances. Staff recommended approval subject to conditions.

There was discussion regarding the building size and configuration, including clarification that the small two-story element is minimal and consistent with the overall one-story design.

Motion by Commissioner Sharman to approve SITE PLAN for 13905 West Colonial Drive (RV Park Office Building), subject to conditions. Seconded by Commissioner Johnson and carried unanimously 5-0.

F. Recommendation to approve SITE PLAN for 14134 West Colonial Drive (Covenant Group), subject to conditions

Planning Director Kelly Carson stated that the applicant is requesting site plan approval for the property located at 14134 West Colonial Drive to construct a two-tenant 5,000 square-foot commercial building in the West Market master development. Ms. Carson noted that the proposal includes additional landscaping and parking and is consistent with the property's PCD (Planned Commercial Development) zoning, the City's Comprehensive Plan, and Code of Ordinances. Staff recommended approval subject to conditions.

Motion by Commissioner Sharman to approve SITE PLAN for 14134 West Colonial Drive (Covenant Group), subject to conditions. Seconded by Commissioner Jones and carried unanimously 5-0.

G. Recommendation to approve SPECIAL EVENT – Celtic Festival by Crooked Can Brewery (Plant Street Market) March 13, 14, and 15, 2026, subject to conditions

Planning Director Kelly Carson stated that the Crooked Can is requesting to hold their annual Celtic Fest from Friday, March 13, to Sunday, March 15, 2026. She noted the event days and times, layout as previous years, street closure, food, and alcohol sales. Staff recommended approval with street closure of South-Central Avenue, subject to condition.

There was discussion on noise issues, and it was confirmed that noise monitoring and enforcement would be in place to ensure compliance.

Motion by Commissioner Bennett to approve SPECIAL EVENT for Celtic Festival by Crooked Can Brewery (Plant Street Market) March 13, 14, and 15, 2026, subject to conditions. Seconded by Commissioner Jones and carried unanimously 5-0.

H. Recommendation to approve SPECIAL EVENT – 9th Annual Friends of Lake Apopka (FOLA) 40 Bike Ride – Downtown Pavilion, Sunday, April 19, 2026

Planning Director Kelly Carson stated that the Friends of Lake Apopka (FOLA) are requesting the Downtown Pavilion for rider registration and launch area for their annual 42-mile bicycle ride around Lake Apopka. The event will be held on Sunday, April 19, 2026, from 7:00 a.m. to 9:30 a.m., with approximately 300 cyclists participating in the event. Staff recommended approval.

Motion by Commissioner Jones to approve SPECIAL EVENT for the Annual Friends of Lake Apopka (FOLA) 40 Bike Ride at the Downtown Pavilion on Sunday, April 19, 2026. Seconded by Commissioner Bennett and carried unanimously 5-0.

3. **Matters From Public** - There were no items
4. **Matters From City Attorney** - There were no items.
5. **Matters From City Manager**

City Manager Jon C. Williams provided an update regarding proposed state legislation related to property tax reform. He stated that the city had prepared a document titled "Tax Facts," which outlines the potential financial impacts should all non-school property taxes on homestead property be eliminated. Furthermore, he stated that the document has been posted on the city's website and shared through various channels to ensure public access.

Commissioner Sharman inquired whether any replacement funding had been identified. City Manager Jon C. Williams responded that multiple proposals are being discussed at the state level. Noting that one proposal includes a five percent tax on property transfers as a potential replacement funding source, however, no final decisions have been made.

6. Matters From Mayor and Commissioners

Commissioner Sharman made lighthearted remarks about recently turning fifty and joked about now needing to wear glasses.

Commissioner Johnson thanked staff and Parks and Recreation for the successful reopening of Zanders Park, noting strong community participation.

Commissioner Jones expressed appreciation to staff and first responders.

Commissioner Bennett wished Commissioner Sharman a happy birthday.

Mayor Rees thanked staff for their work on the pickleball courts, noting that the courts looked very nice and were well received.

7. Adjourn

The meeting was adjourned at 6:45 p.m.

APPROVED:

Mayor John Rees

ATTEST:

Interim City Clerk Ronisha Martin



Proclamation 26-03

Whereas, Earl Brigham has been a devoted barber in downtown Winter Garden for more than 50 years, serving generations of families and creating a welcoming space for connection and community; and

Whereas, Earl lost his hearing at the age of two and, through perseverance and determination, learned American Sign Language at the Florida School for the Deaf and Blind, overcoming significant challenges to master his craft and build a successful career; and

Whereas, Earl's story is one of resilience and faith, he graduated in 1966, learned barbering and drafting, and completed Orlando Barber College in record time, demonstrating that deaf individuals can thrive and lead in their professions; and

Whereas, Earl's barbershop has become a beloved institution in Winter Garden, where customers of all ages, often spanning three generations, return for his skilled service and the unique traditions that make his shop special; and

Whereas, Earl's life reflects a deep devotion to family; he raised seven children, endured personal tragedy with grace, and found love again with his wife Robin, who shares his commitment to community and ministry; and

Whereas, Earl has not only served his customers but has also led a deaf ministry at West Orlando Baptist Church and traveled to 28 countries to minister to deaf communities, exemplifying service beyond his profession; and

Whereas, the City of Winter Garden wishes to honor Earl Brigham for his decades of professional excellence, his contributions to local culture, his advocacy for the deaf community, and his unwavering dedication to family and faith;

Therefore, it is my great pleasure and privilege as the Mayor of the City of Winter Garden to proclaim February 26, 2026 as

EARL BRIGHAM DAY

in the City of Winter Garden and encourage all residents to join in recognizing and celebrating his outstanding contributions to our community.



Attest:

Ronisha Martin

Ronisha Martin, Interim City Clerk

In witness whereof, I have hereunto set my hand and caused the City seal to be affixed this 26th day of February 2026.

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: February 16, 2026 **Meeting Date:** February 26, 2026

Subject: Ordinance 26-08 Chapter 18 Amendments

Issue:

AN ORDINANCE BY THE CITY WINTER GARDEN, FLORIDA, AMENDING CHAPTER 18, ARTICLE II, DIVISIONS 1, 2 AND 3 OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES CONCERNING THE FLORIDA BUILDING CODE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action:

Staff requests approval of Ordinance 26-08 with the second reading and adoption scheduled on the March 12, 2026 City Commission Agenda.

Attachment(s)/References:

Ordinance 26-08

ORDINANCE NO. 26-08

**AN ORDINANCE BY THE CITY WINTER GARDEN, FLORIDA,
AMENDING CHAPTER 18, ARTICLE II, DIVISIONS 1, 2 AND 3
OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES
CONCERNING THE FLORIDA BUILDING CODE; PROVIDING
FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN
EFFECTIVE DATE.**

WHEREAS, the City of Winter Garden (“City”) is responsible for the enforcement of the Florida Building Code within the jurisdictional limits of the City and has adopted the Florida Building Code along with local amendments in Chapter 18, City of Winter Garden Code of Ordinances; and

WHEREAS, the City desires to amend Chapter 18, Article II of the Winter Garden Code of Ordinance to make revisions consistent with the current Florida Building Code standards; and

WHEREAS, the code amendments set forth in this Ordinance are in the best interest of the public safety, health and welfare.

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

SECTION 1. Recitals. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. City Code Amendment. Divisions 1-3, Article II of Chapter 18 of the Code of Ordinances of the City of Winter Garden relating to the Building Code is hereby amended as follows (words that are underlined are additions; words that are ~~stricken~~ are deletions; sections and provisions not included are not being amended):

Sec. 18-32. - Basic wind speed.

~~Section 1606.1.6 of the Florida Building Code, as it pertains to the city, is hereby amended to read as follows: For the purpose of complying with the structural requirements related to wind loads, all buildings and structures shall be designed for a minimum wind load of 110 mph in accordance with Figure 1606*. With regard to compliance with criteria relating to protection from wind borne debris, this city is deemed to be located landward of the 110 mph wind contour line in Figure 1606 and therefore, buildings within the city are not required to have openings protected from wind borne debris in excess of 110 mph except for critical facilities which voluntarily provide protection of openings from wind borne debris.~~

Building/structure risk categories are determined by the risk category table in chapter 16 of the Florida Building Code, Building. The windspeed charts are also located in chapter 16, or the ASCE Hazard Tool (<https://ascehazardtool.org/>) may be used to determine the building’s wind

speed and opening protectiveness requirements by building address, based on the building's risk category as determined by the Florida Building Code, or the ASCE Hazard Tool.

Sec. 18-56. Adoption.

There is adopted by the city for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, inspection, use and occupancy, location and maintenance of buildings and structures, including, but not limited to, permits and penalties, within the city limits that certain code known as the Florida Building Codes, (including Appendix J, (Existing Buildings and Structures, Appendix Q Tiny Houses, and Appendix W for 3D Printed Building Construction of the Florida Building Code, Residential), and the National Electric Code, published by and adopted by the ~~S~~state of Florida, Department of ~~Community Affairs, Business and Professional Regulation~~ on a triennial cycle and as such may be amended, modified or updated by the Florida Building Commission from time to time (the "building code"). The building codes ~~are~~ is adopted and incorporated herein as fully as if set out at length in this section, save and except such portions as are deleted, modified, added or amended in this division. One copy of the building code is filed in the office of the building official.

Sec. 18-57. Building permit fee amendments.

The building code adopted in section 18-56 is amended in the following respects and/or by adding the following:

- (1) *Schedule of permit fees.* On all buildings, structures, electrical, plumbing, mechanical and gas systems or alterations requiring a permit, a nonrefundable deposit that will be applied to the permit shall be collected at the time of permit application submittal, in accordance with the schedule as established by the city commission of the city as set forth in its schedule of fees.
 - a. The schedule of building permit fees shall be established by resolution of the city commission and shall be kept on file in the building official's office. Fees and permit rates arising under this division may be amended from time to time by the city commission by resolution.
 - b. There shall be one building permit issued to the contractor/builder of record, which shall also be deemed the electrical, plumbing, HVAC, roofing, and all applicable trades required. All subcontractors intended to be used, and those used, for a project shall be listed with each certified/registered state license number on the building permit application. When there is a change in subcontractor, the permit applicant shall notify the building department of the change, in writing, within ten days of the change on a "Notice of Contractor Change" form. The applicant shall pay the applicable fee at the time of notice of the change.
- (2) If any provision of the building code adopted in section 18-56 conflicts with an existing city ordinance, the building code shall prevail unless said ordinance is more

stringent than the building code and is not otherwise inconsistent with the intent or purpose of the building code.

- (3) Within the building code adopted in section 18-56, when reference is made to the duties of certain officials named therein, that designated official in the city who has duties corresponding to those of the named official in the building code shall be deemed to be the responsible official insofar as enforcing the provisions of the building code are concerned.
- (4) If any provision of the building code conflicts with the state statutes, the state statute shall prevail, unless said provision is more stringent than the state statute and is not otherwise inconsistent with the intent or purpose of the state statute.
- (5) Reserved.

Sec. 18-98. Building permit valuations.

If, in the opinion of the building official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Permit valuations shall include total cost, such as electrical, gas, mechanical, plumbing equipment and other systems, including materials and labor. The permit valuation ~~is to may~~ be calculated using the latest Building Valuation Data published by the ~~International Code Council Southern Building Code Congress International~~ or other applicable model code organization, at the option of the building official. Commercial alteration/build out permit fees are based valuation. If, in the opinion of the building official, the valuation is underestimated on the application, the permit will be denied unless the applicant can show detailed estimates as per Florida Building Code 109.3. In the event of a denial and an unsatisfactory presentation of estimates to meet the approval of the building official, the square foot cost listed in the latest published version of a nationally recognized construction cost book of the building official's choosing utilizing the location cost modifier for the Orlando area will be used to estimate the project cost for the type of construction listed on the permit.

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

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

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

SECTION 6. Effective Date. This Ordinance shall not become effective until 30 days after this Ordinance has been adopted.

FIRST READING: _____, 2026

SECOND READING: _____, 2026

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

CITY COMMISSION
CITY OF WINTER GARDEN

John Rees, Mayor/Commissioner

ATTEST:

Ronisha Martin, Interim City Clerk

THE CITY OF WINTER GARDEN CITY

COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: Jon C Williams, City Manager

Date: February 19, 2026 **Meeting Date:** February 26, 2026

Subject: Resolution No. 26-03

Issue: Designating the City Manager as the authorized representative to apply for a CWSRF loan from the FDEP’s Supplemental Appropriation for Hurricanes Helene and Milton and the Hawai’i Wildfires (SA-HMW) and to provide the assurances and commitments required by the loan application. The CWSRF SA-HMW Loan WW480105 will be utilized for the construction of the Crest Avenue WWTF Capacity Expansion and Process Optimization Project.

The City was placed on the priority list for the CWSRF SA-HMW loan program during the Priority List public meeting held on November 12, 2025 and the City was authorized for a total loan amount of \$19,166,503. This loan will be fifty percent principal forgiveness with the remaining \$9,583,252 principal portion of the loan being financed at an interest rate of 0%.

Recommended Action:

Approve Resolution No. 26-03 which Authorizes the City Manager to apply for the CWSRF SA-HMW loan in the amount of \$19,166,503.

Attachments/References:

- Resolution No. 26-03
- Draft November 2025 CWSRF Intended Use Plan for SA-HMW
- Draft CWSRF SA-HMW Loan Application

RESOLUTION NO. 26-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM, SPECIAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND THE HAWAI'I WILDFIRES; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the Clean Water State Revolving Fund (CWSRF) loan priority list designates Project No. 48015 "Crest Avenue Wastewater Treatment Facility Upgrades and Expansion Construction Project" (the "Wastewater Project") as eligible for available funding from the Supplemental Appropriation for Hurricanes Helene and Milton and the Hawai'i Wildfires (SA-HMW); and

WHEREAS, the City of Winter Garden, Florida intends to enter into a loan agreement with the Department of Environmental Protection under the Clean Water State Revolving Fund for project financing.

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

SECTION I. The City Commission hereby finds and determines that:

- (a) That the above recitals are true and correct and incorporated herein.
- (b) The City is a duly constituted and validly existing municipality within the State of Florida with requisite home rule powers derived from the Constitution and Laws of the State of Florida.
- (c) It is necessary and desirable and in the best interests of the City and its citizens for the administration and operation of the City to execute a Loan Agreement to finance the Project. The execution of the Loan Agreement and issuance of the debt contemplated therein to finance the costs of the Wastewater Project satisfies a paramount public purpose.

(d) It is necessary and desirable and in the best interests of the City that it borrow the moneys necessary to accomplish the financing of the Wastewater Project.

(e) Because of the characteristics of the proposed debt and the below market interest rate set forth in the Loan Agreement, prevailing market conditions, and additional savings to be realized from an expeditious execution of the Loan Agreement, it is in the best interest of the City to enter into the Loan Agreement with the Department.

(f) The Pledged Revenues, as defined in the Loan Agreement, are available for pledge and the repayment of the loan.

(g) The Loan Agreement and the debt contemplated thereby to be issued under this Resolution do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation.

(h) The Loan Agreement and the debt contemplated thereby to be issued under the provisions of this Resolution is declared to be issued for an essential public and governmental purpose.

(i) Neither the City, nor the State of Florida or any political subdivision thereof or governmental authority or body therein, shall ever be required to levy ad valorem taxes to pay the principal of and interest on the debt or any amounts due under the Loan Agreement and neither the debt nor the Loan Agreement shall constitute a lien upon the Project, or upon any properties owned by or situated within the City except as provided herein with respect to the Pledged Revenues as specified defined in the Loan Agreement.

SECTION II. The City Commission hereby authorizes the City of Winter Garden, Florida to apply for a loan from the FDEP's CWSRF SA-HMW in the principal amount of \$19,166,503 to finance the Wastewater Project. This loan will be fifty percent principal forgiveness. The revenues pledged for the repayment of the remainder of the loan (\$9,583,251.50) are the City's net water and sewer system revenues.

SECTION III. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION IV. Once the loan application is approved and a proposed Loan Agreement is provided to the City, additional approval of the City Commission will be required to approve the terms and conditions of the Loan Agreement.

SECTION V. The members of the City Commission of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Resolution, or desirable or consistent with the requirements hereof for the full punctual and complete performance of provisions herein and as contemplated by the Loan Agreement. Neither the City Manager, Mayor, any other members of the City Commission of the City, any person executing the Loan Agreement or any related financing documents, nor any other official, officer or employee of the City shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance of the debt authorized herein or

execution of the Loan Agreement or any other related instruments or documents.

SECTION VI. The legal authority for the City borrowing money to construct the Wastewater Project is pursuant to its home rule authority under Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Part II, Florida Statutes and Chapter 180, Florida Statutes and pursuant to the City of Winter Garden Charter. The Loan Agreement and note shall not be a general obligation debt of the City of Winter Garden. The Loan Agreement and note, when delivered by the City of Winter Garden pursuant to the terms of the Loan Agreement shall not be or constitute an indebtedness of the City of Winter Garden within the meaning of any constitutional or statutory limitation of indebtedness, but shall be payable solely from the pledged revenues as to be provided in the Loan Agreement. The Loan Agreement and note shall not pledge ad valorem tax revenues or permit or constitute a mortgage or lien upon any assets owned by the City of Winter Garden, including, but not limited to, the Wastewater Project and the City's water and sewer system. The noteholder shall never have the right to compel the exercise of the ad valorem taxing power of the City or the State, or taxation in any form of any property to pay the note or the interest thereon.

SECTION VII. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its approval and adoption by the City Commission.

PASSED and ADOPTED this ____ day of _____, 2026.

John Rees, Mayor

Ronisha Martin, Interim City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kurt Ardaman, City Attorney

CLEAN WATER STATE REVOLVING FUND

INTENDED USE PLAN FOR THE SUPPLEMENTAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND THE HAWAI'I WILDFIRES AMERICAN RELIEF ACT

Submitted to the



**U.S. Environmental Protection Agency
Region IV**

By the



Florida Department of Environmental Protection

November 2025

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1. Introduction

On December 21, 2024, the President signed P.L. 118-158, the American Relief Act, 2025, (“the Act”) into law. The funding for the Environmental Protection Agency (EPA) in Title VII of the Act includes \$3 billion in disaster relief supplemental funding for the State Revolving Fund (SRF) programs: \$1.23 billion for the Clean Water State Revolving Fund (CWSRF) programs and \$1.77 billion for the Drinking Water State Revolving Fund (DWSRF) programs, available only to states or territories in EPA Regions 3, 4, and 9 for wastewater treatment works and drinking water facilities impacted by Hurricanes Helene and Milton and the Hawai’i wildfires. The Act also appropriated an additional \$85 million in supplemental funding for the CWSRF program to improve the resilience of decentralized wastewater treatment systems, available only to states or territories in EPA Regions 3 and 4 impacted by Hurricanes Helene and Milton. For ease of reference, this supplemental appropriation will be referred to as the SA-HMW (Supplemental Appropriation for Hurricanes Helene and Milton and Hawai’i Wildfires). Only Hurricanes Helene and Milton are relevant for Florida; therefore, the Hawai’i Wildfires will not be included in this plan.

The EPA has allotted supplemental funding for the Florida CWSRF program. This Supplemental Intended Use Plan (IUP) serves to explain how the SA-HMW capitalization grants will be used within the CWSRF program. See **Appendix E** for EPA’s Implementation Memorandum.

The State of Florida will receive an EPA CWSRF SA-HMW Capitalization Grant for State Fiscal Year (SFY) 2026 in the full allotment of \$806,392,000 and an EPA CWSRF SA-HMW Decentralized Capitalization Grant for SFY 2026 in the full allotment of \$35,950,000 that will be used to provide financial assistance for the CWSRF program. No state match is required for the projected grants. The capitalization grants funds for the CWSRF SA-HMW funds will be distributed as outlined by this plan.

For projects to be eligible for the \$806,392,000 SA-HMW funds, they must be CWSRF eligible and have the purpose of reducing flood or fire damage risk and vulnerability or enhancing resiliency to rapid hydrologic change or natural disaster. A comprehensive eligibility list is included as **Appendix C**. For projects to be eligible for the \$35,950,000 SA-HMW decentralized funds, they must be CWSRF eligible and have the purpose of connecting homes served by decentralized wastewater treatment systems to centralized wastewater systems. For the SA-HMW decentralized funds, an eligible project is an otherwise CWSRF-eligible project for the planning, design, or construction of a project to connect homes served by decentralized wastewater treatment systems to centralized wastewater treatment systems. Installation/construction of collection system components and equipment in the public right of way is eligible. Work on private property is not eligible.

2. Program Goals

A. Short Term Goals

1. To provide CWSRF assistance, to the extent there are sufficient eligible project applications of the CWSRF SA-HMW Capitalization Grant, for projects to address flood or fire damage risk and

vulnerability and to enhance resiliency to rapid hydrologic change or natural disaster and, for the Decentralized SA-HMW Capitalization Grant, for projects to connect homes served by decentralized wastewater treatment systems to centralized wastewater systems.

2. To provide CWSRF loans with additional subsidization in the form of principal forgiveness for not less than 50% (\$403,196,000) of the CWSRF SA-HMW Capitalization Grant and principal forgiveness for not less than 100% (\$35,950,000) of the CWSRF SA-HMW Decentralized Capitalization Grant. For state-defined disadvantaged communities, funding will be provided with 100% principal forgiveness.
3. Prioritize subsidization to state-defined disadvantaged communities, as well as municipalities that do not meet the State definition of disadvantaged but seek to benefit disadvantaged ratepayers.
4. To ensure the projects receiving funds from the CWSRF SA-HMW Capitalization Grants are in compliance with American Iron and Steel requirements.
5. To ensure that Davis-Bacon Act wage rules apply to all assistance agreements made with funds appropriated under the SA-HMW Capitalization Grants.

B. Long Term Goals

1. To finance projects that will contribute to improved water quality in the areas impacted by Hurricanes Helene and Milton.
2. To increase the State's resiliency to climate change and extreme weather events.

3. Program Changes

To successfully implement the SA-HMW Capitalization Grant, CWSRF, in accordance with Chapter 62-503.850, Florida Administrative Code (F.A.C.), the Department made exceptions to the following rules:

- A. 62-503.300(1)(b) – Readiness-to-proceed criteria for the documentation to be timely submitted to compete for funding at a project priority list meeting.
- B. 62-503.300(1)(d) – Readiness-to-proceed deadline for the submittal and response to Department comments of documentation to appear on the project priority list.
- C. 62-503.500 – Funds reserved for specific purposes, and allocations of principal forgiveness percentage based on loan agreement.
- D. 62-503.300(2) – Allowable project costs.
- E. 62-503.300(5) – Calculation of financing rate and the minimum rate.
- F. 62-503.300(1)(e) – Sponsor may have only one active grant under Chapter 62-505, F.A.C., or one active State Revolving Fund loan with principal forgiveness under Chapter 62-503, F.A.C.

Allowable project costs are amended to include an additional requirement that projects must have the purpose of reducing flood or fire damage risk and vulnerability of enhancing resiliency to rapid hydrologic change or natural disaster or, for decentralized projects, connecting homes served by decentralized wastewater treatment systems to centralized wastewater systems to meet the intent of P.L. 118-158, the American Relief Act. Projects that do not have such a purpose will be excluded.

Allocations of principal forgiveness were adjusted to meet the requirement that not less than 30% of the SA-HMW CWSRF Capitalization Grant and not less than 100% of the SA-HMW Decentralized Capitalization Grant provide additional subsidization to eligible recipients. The CWSRF program will provide no less than 50% of the SA-HMW CWSRF Capitalization Grant as principal forgiveness with state-defined disadvantaged communities receiving 100% principal forgiveness.

The minimum financing rate for SA-HMW projects administered by Florida's CWSRF program is amended and set to 0 %.

Allowable grant and principal forgiveness funding for projects administered by Florida's CWSRF program is amended to allow an eligible project sponsor to have a SA-HMW project and SA-HMW Decentralized project in addition to other current or future CWSRF projects with grant or principal forgiveness. A sponsor may have one grant or principal forgiveness project from any one funding source (e.g., Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI); Chapter 62-505, F.A.C., Small Community Wastewater Facilities Grant, CWSRF Base Capitalization Grant, CWSRF Infrastructure Investment Jobs Act (IJA) Emerging Contaminant Capitalization Grant; etc.).

These exceptions apply only to SA-HMW funding. Any other funding needs for the project sponsor must comply with applicable rules of Chapters 62-503 and 62-505, F.A.C.

Additionally, costs for planning, design, and construction are listed together so as to best determine the use of the SA-HMW Capitalization Grant and SA-HMW Decentralized Capitalization Grant funds. Funding will be available incrementally as the project meets the requirements of Rule 62-503.700, F.A.C., Planning, Design, Construction and Procurement. Design funding will only be available after the planning document has been approved and construction funding will be available after the plans and specifications are approved.

4. SRF Data System

The CWSRF will enter required data into EPA's OWSRF data system to track clean water projects and report quarterly to the EPA.

5. Operating Agreement

The CWSRF shall comply with all of the requirements of the CWSRF March 2016 Operating Agreement made with EPA, including the assurances contained therein. The Operating Agreement is incorporated by reference.

The Department agrees to comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

6. Public Notice and Public Meetings

To ensure interested parties were made aware of the public meeting, notice of the public meeting for the CWSRF project priority list adoption and CWSRF SA-HMW project lists was published in the Florida Administrative Register, Volume 51, Number 216, on November 5, 2025 (**Appendix D**). To ensure the public has an opportunity to review a draft version of the Intended Use Plan (IUP) for SA-HMW, the IUP will be presented to the public prior to the November 12, 2025, public meeting. Additionally, agency action on the recommendations will not be finalized until 30 days after the IUP was presented to the public.

The meeting provides a forum for discussing the overall purpose, format, and content of the IUP including the types of assistance being provided through the CWSRF project account, the long- and short-term goals of the program, the priority system used to rank individual projects, and the proposed list of SA-HMW and SA-HMW Decentralized projects to receive funding.

7. Program Evaluation Report

CWSRF anticipates receiving and responding to Program Evaluation Report (PER) for FFY 2025-2026 funding in calendar year 2027, during and following the Annual Review/PER.

8. Sources and Use of the Funds

CWSRF is anticipating funding State Fiscal Year (SFY) 2025-2026 SA-HMW projects using the SA-HMW Capitalization Grant and SA-HMW Decentralized Capitalization Grant. No state match is required for the SA-HMW Capitalization Grants. No set-asides are allotted from the CWSRF SA-HMW Capitalization Grants.

The estimated source and uses of the SA-HMW funds in the CWSRF Program are as follows:

SOURCE OF FUNDS	AMOUNT
FEDERAL FUNDS	
EPA CWSRF SA-HMW Capitalization Grant	\$806,392,000
STATE FUNDS	
SFY 2026-2027 Matching Funds Appropriated by the FL Legislature	\$0
SFY 2026-2027 Loan Repayment	\$0
Interest on Idle SRF Funds	\$0
PRIOR YEARS' BALANCE CARRIED FORWARD	
De-obligated Loan Funds	\$0
Recaptured Funds from Unused Previously Encumbered Money	\$0
Total Available Funds	\$806,392,000

USE OF FUNDS	AMOUNT
--------------	--------

PROJECTS (See Appendix A)

SA-HMW Projects (Loan)	\$806,392,000
SA-HMW Projects (Subsidization)	\$561,995,467

Total Available Funds **\$0**

One hundred percent of the funding from the SA-HMW Decentralized Capitalization Grant (\$35,950,000) will be used to fund projects as subsidy. Additional prioritization will be given to state-defined disadvantaged communities. The State definition of a small community is a municipality or unincorporated community with a total service area population of less than 10,000 as of the most recent decennial census. A financially disadvantaged small community is defined as a county, municipality, or special district that has a population of 10,000 or fewer, according to the latest decennial census, and a per capita annual income less than the state per capita annual income as determined by the United States Department of Commerce.

No funds from the SA-HMW Decentralized Capitalization grant will be recaptured through investment earnings, loan repayments, or service fees.

The estimated source and uses of the SA-HMW Decentralized funds in the CWSRF Program are as follows:

SOURCE OF FUNDS	AMOUNT
FEDERAL FUNDS	
EPA CWSRF SA-HMW Decentralized Capitalization Grant	\$35,950,000
STATE FUNDS	
SFY 2026-2027 Matching Funds Appropriated by the FL Legislature	\$0
SFY 2026-2027 Loan Repayment	\$0
Interest on Idle SRF Funds	\$0
PRIOR YEARS' BALANCE CARRIED FORWARD	
De-obligated Loan Funds	\$0
Recaptured Funds from Unused Previously Encumbered Money	\$0
Total Available Funds	\$35,950,000

USE OF FUNDS	AMOUNT
PROJECTS (See Appendix A)	
SA-HMW Decentralized Subsidy (100% of SA-HMW Decentralized Cap Grant)	\$35,950,000
Total Available Funds	\$0

It is not anticipated the source of funds will exceed the use of funds. Should projects not move forward expeditiously CWSRF will utilize the bypass procedure to reallocate funds, up to the amount of funds available, to ensure that the SA-HMW Capitalization Grants are utilized expeditiously.

9. Cash Draw

The Automated Clearing House payment schedule for FFY 2026-2027 funding identifies the timing of the cash outlays by the Federal government. The anticipated cash draw is for 25% of the SA-HMW grants on a quarterly basis. As there is no state match, there will be no match drawdown.

ACH PAYMENT SCHEDULE AND CASH DRAWS					
SA-HMW GRANTS, AUTOMATED CLEARING HOUSE (ACH), PAYMENT SCHEDULE, AND CASH DRAWS					
FFY 2026					
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	TOTAL*
SA-HMW GRANT	\$201,598,000	\$201,598,000	\$201,598,000	\$201,598,000	\$806,392,000
SA-HMW DECENTRALIZED GRANT	\$8,987,500	\$8,987,500	\$8,987,500	\$8,987,500	\$35,950,000

*No state match is required for the SA-HMW Grants.

10. Loan Agreements and Binding Commitments

CWSRF will assure that all funds are expended in an expeditious and timely manner, by executing binding agreements in an amount equal to not less than 100 percent of the amount of each SA-HMW and SA-HMW Decentralized Capitalization Grant payment within 1 year after the receipt of such capitalization grant payment.

No additional binding commitments are anticipated with the SA-HMW Capitalization Grants.

11. Assistance, Terms, and Fees

The assistance to be provided by the SA-HMW CWSRF Capitalization Grant is loan agreements with 50% subsidization for planning, design, and construction, with 100% subsidization for state-defined disadvantaged communities. The assistance to be provided by the SA-HMW Decentralized Capitalization Grant is loan agreements with 100% subsidization for planning, design, and construction.

SA-HMW CWSRF and SA-HMW Decentralized projects are listed for multiple phases (planning, design, and construction). As a project progresses to design and the facilities plan is submitted, reviewed, and approved, disbursement requests may be made by the sponsor for design activities. Once the design is complete and the design package is submitted, reviewed, and approved, disbursement requests may be

made by the sponsor for construction activities. Project sponsors are at risk of losing funding if they proceed with a project prior to receiving CWSRF approval of project planning, design, and procurement.

The SA-HMW CWSRF and SA-HMW Decentralized fundable project priority lists for the funds are included as **Appendix A**. Projects are listed based on the information provided before the priority list meeting. Final project eligibility will be determined once the facilities plan is received and reviewed. Projects that are determined not to meet SA-HMW eligibility requirements will not be funded beyond the planning phase.

As the SA-HMW Decentralized Grant is to be provided as 100% subsidization, no use of market rate determination and calculation of a loan interest rate is conducted. The SA-HMW Grant is to be provided with 0% interest.

A loan service fee is assessed on each loan agreement. The loan service fee ranges from 2% to 4% of the total loan amount less the portion of the loan for capitalized interest and is not included in the principal of the loan. No fees will be assessed by the CWSRF on assistance recipients for processing and managing SA-HMW loans with 100% principal forgiveness.

12. Transfer of Funds

CWSRF does not anticipate a need to transfer funds to or from the DWSRF. However, the Florida SRF program reserves the right to transfer in the future as needed.

13. Cross-Collateralization

CWSRF funds will not be used for debt security. There is no cross-collateralization of programs.

14. Selection of Projects

CWSRF is anticipating funding SFY 2025-2026 projects using the SA-HMW CWSRF and SA-HMW Decentralized Capitalization Grants. No state match is required for the SA-HMW Capitalization Grants. One hundred percent of the funding from the SA-HMW Decentralized Capitalization Grant (\$35,950,000) will be used as subsidy. For the SA-HMW CWSRF Capitalization Grant (\$806,392,000), no less than 50% of the Capitalization Grant will be used as subsidy. For the SA-HMW CWSRF Capitalization Grant, all communities will receive 50% subsidization, and disadvantaged communities will receive 100% subsidization. A provision of SA-HMW is that Florida prioritizes disadvantaged communities with the funding available.

The State definition of a small community is a municipality or unincorporated community or other identifiable entity with a total service area population of less than 10,000. A financially disadvantaged community is defined as a county, municipality, or special district (such as a county-wide department) per capita Income of less than the statewide average.

FDEP will also provide disaster supplemental funding to non-disadvantaged communities. Based on the hurricanes' paths it is determined that these non-disadvantaged communities also sustained severe

damage. The systems that receive SA-HMW funding must demonstrate that they were impacted by Hurricane Helene or Milton.

A funding cap has been established to maximize the benefit to Florida residents based on demand and funding available. The projects will meet SRF requirements for review and therefore eligible for funding through the standard CWSRF process if additional funding is needed. Re-allocation of unused funds will go first to the higher priority scoring projects.

For an activity to be eligible under the SA-HMW, it must be otherwise SRF eligible and serve one or more of the following purposes:

- Reduce flood or fire damage risk and vulnerability at treatment works as defined by Section 212 of the Clean Water Act (CWA) or any eligible facilities under Section 1452 of the Safe Drinking Water Act (SDWA).
- Enhance resiliency to rapid hydrologic change or natural disaster at treatment works as defined by Section 212 of the CWA or any eligible facilities under Section 1452 of the SDWA.

For an activity to be eligible under the SA-HMW Decentralized, it must be otherwise SRF eligible and serve the purpose of connecting homes served by decentralized wastewater treatment systems to centralized wastewater systems.

Both federal and state law require that a project priority ranking system be developed to determine the priority order of projects to be funded through the CWSRF program. The priority system, which is set forth in the SRF Program Rule, is designed to give priority to projects based on the following criteria: reduce public health hazards, protect groundwater or surface water, promote reclaimed water or residuals reuse, enable compliance with other pollution control requirements such as toxics control and nutrient removal, enable compliance with laws requiring elimination of discharge to specific water bodies, restore wetlands, and contribute to compliance with enforceable pollution control requirements.

Projects are identified by systems through a Request for Inclusion (RFI) submittal process. A Request for Inclusion is provided in **Appendix F**. Once an RFI form is received, the sponsor's project is placed on a comprehensive list of projects. FDEP project engineers review the form and assign points to projects based on the information provided by the project sponsor. All project sponsors submitting an RFI are contacted, and the program requirements are discussed. Sponsors that complete all readiness requirements are then eligible to compete for funding.

Priority system

Timely submitted projects shall be given priority according to the extent each project is intended to remove, mitigate, or prevent adverse effects on surface or ground water quality and public health. The final priority score for each project shall be determined as described below.

Base priority score

Each project shall receive a base priority score (BPS) based on the weighted average of its components or facilities. The BPS shall be determined based on the following formula where CPS means the component priority score and CCC means component construction cost or:

$$\text{Base Priority Score} = (\text{CPS} \times \text{CCC}_1 + \dots + \text{CPS}_n \times \text{CCC}_n) / \text{Total Construction Cost}$$

Project components shall be assigned component priority scores according to categories as follows:

1. **500 points** - Eliminate a documented acute or chronic public health hazard. Examples include elimination of sanitary sewer overflows.
2. **450 points** - Implement a project included in, or to be implemented as a direct result of, an adopted Basin Management Action Plan or a Reasonable Assurance Plan approved pursuant to Section 403.067, F.S.
3. **400 points** - Protect surface or ground water by preventing or reducing a documented source of pollution, pollution reductions necessary to meet regulatory requirements.
4. **375 points** - Address a compliance problem documented in an enforcement action where the Department has issued a notice of violation or entered into a consent order with the project sponsor.
5. **350 points** - Meet the criteria for a Green Project; correct excessive inflow/infiltration or other issues within the collection and transmission system that cause sanitary sewer overflows.
6. **340 points** - Planning and design loans.
7. **300 points** - Projects that construct other reclaimed water systems or residuals reuse systems that do not meet the criteria of component 5.
8. **200 points** - Ensure compliance with other enforceable standards or requirements.
9. **100 points** - Timely submitted project that otherwise meets the requirements of the Act.

Special waters of the state factor

A project base priority score assigned shall be multiplied by 1.2 if the project is a construction project that will assist in the restoration or protection of Outstanding Florida Waters (pursuant to Section 403.061, F.S.), a water body identified under the National Estuary Program (pursuant to the Act); a federally designated Wild, Scenic or Recreational River Area; or an impaired water body on the State's adopted verified list of impaired waters.

Construction projects that result in the elimination of ocean outfalls or are identified in a regional water supply plan developed pursuant to Section 373.709, F.S., shall have 15 bonus points added to the priority score.

Economic hardship

The extent of the economic hardship existing in a small community to be served by the project shall be reflected in the priority score. For a sponsor that qualifies as a small community with financial hardship, points shall be added to the priority score, using the formula 1000 divided by the Affordability Index.

Affordability Index is defined in Rule 62-503.200, F.A.C., and is an empirical number generated for a sponsor using a computer model and is based on a combination of median household income, poverty, and unemployment census statistics for local governments.

Priority List Development

The priority list is developed at the public meeting and includes the fundable projects that submitted Request for Inclusions, including project descriptions and verification of Hurricane Helene or Milton impacts to the Clean Water SRF components of the utility. A segment cap has been determined based on the available funds and the project demands. The unfunded balance is then placed on the waiting list by priority score order. Funds may be reallocated at future priority list hearings.

Funds are assigned to projects within the funding of the SA-HMW Capitalization Grants, until the funds are exhausted. Projects that are incompletely funded are eligible to compete for funding in the base CWSRF program at the next priority list hearing.

If a sponsor fails to execute an assistance agreement or the project fails to progress in a timely manner, it is subject to be bypassed at a subsequent project priority list hearing and funds reallocated using the waiting list projects.

The fundable project priority lists for the SFY 2025-2026 SA-HMW and SA-HMW Decentralized funds are included as **Appendix A**.

15. Project Description

Lists of the CWSRF and Decentralized SA-HMW projects together with a description of the projects are included as **Appendix B**. Projects on the fundable portion of the SA-HMW and SA-HMW Decentralized priority lists and the waiting lists are included.

16. Green Project Reserve

The Department agrees to the extent practicable that the funds provided by the SA-HMW Capitalization Grants shall be used for projects to address green infrastructure, water or energy efficiency improvements, or other environmentally innovative activities.

17. Equivalency Projects

As no state match is required, all projects listed on the SA-HMW project priority lists are equivalency projects.

A. Federal Requirements for Equivalency projects

The federal requirements apply in an amount equal to the capitalization grant. The requirements are:

- Single Audit Act (OMB A-133)
- Disadvantaged Business Enterprise (DBE) compliance

- Federal environmental crosscutters
- Federal Funding Accountability and Transparency Act (FFATA) reporting
- Public Awareness Enhancement (Signage)
- Telecommunications Prohibitions
- Davis-Bacon Wage Rates
- American Iron and Steel
- Fiscal Sustainability
- Cost and Effectiveness
- A/E Procurement Requirements

Davis-Bacon and American Iron and Steel had been added in previous appropriations and amendments have made these requirements permanent.

18. Bypass Procedure

If a sponsor fails to execute an assistance agreement or the project fails to progress in a timely manner it is subject to be bypassed at a subsequent project priority list hearing, up to the amount of funds available.

19. Amending the Project Priority List

CWSRF will continuously amend the project priority list through the course of the year. CWSRF anticipates amending the project priority list quarterly as needed. Amending the project priority list will be conducted through public noticing and public meetings. Adjustment of funding may be conducted should projects not move forward expeditiously. CWSRF will utilize the bypass procedure to reallocate funds, up to the amount of funds available, to ensure that the SA-HMW Capitalization Grants are utilized expeditiously.

20. Disadvantaged Communities

Priority will be given from the CWSRF SA-HMW Capitalization Grants funds to subsidize the state-defined disadvantaged communities.

Disadvantaged communities were solicited by:

1. Industry conference attendance and presentations of the overall SRF program. Meetings with individuals at these conferences.
2. Meetings with Florida Rural Water Association (FRWA) and Southeast Rural Community Assistance Project (SERCAP) management and staff to encourage them to make the disadvantaged communities they interact with on a daily basis aware of funding availability. FRWA is a big part of the Florida hurricane emergency response. These providers serve primarily small disadvantaged rural communities.
3. Florida Department of Environmental Protection sent a mass email to subscribers of the Water Restoration Assistance program detailing the funding availability and how to apply.

(Appendix G)

4. The CWSRF and DWSRF programs held “SA-HMW office hours” on May 8 and 22 and June 5, 12, and 19 to discuss the SA-HMW funding.

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Appendix A

CWSRF and Decentralized SA-HMW Project Priority Lists

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**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
2026 STATE REVOLVING FUND SUPPLEMENTAL APPROPRIATION
FOR
HURRICANES HELENE AND MILTON (CWSRF)**

DRAFT FOR:
11/12/2025

**CWSRF MAXIMUM AVAILABLE
PER SPONSOR: \$19,166,503**

CLEAN WATER STATE REVOLVING FUND

PRIORITY SCORE	APPLICANT/ PROJECT NBR	Project Description	ADOPTION DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	AUTHORIZED LOAN AMT	PRINCIPAL FORGIVENESS AMT	AMOUNT TO BE REPAID	AWARDED FUNDS	UNAWARDED FUNDS	POPULATION
641	Arcadia** WW14016	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$15,400,000	\$15,400,000	\$0	\$0	\$15,400,000	7,420
615	Sanford* WW5901C	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	55,296
615	St. Petersburg WW52065	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$9,583,252	\$9,583,252	\$0	\$19,166,503	267,102
610	Everglades City** WW11095	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,000,000	\$19,000,000	\$0	\$0	\$19,000,000	500
600	Bartow* WW53024	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	44,132
600	Clearwater WW52090	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$9,583,252	\$9,583,252	\$0	\$19,166,503	134,000
600	Daytona Beach* WW6409E	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	90,000
600	Edgewater* WW64056	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	23,097
600	Longboat Key WW58061	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$9,583,252	\$9,583,252	\$0	\$19,166,503	7,505
600	Orange Park WW10013	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$13,325,000	\$6,662,500	\$6,662,500	\$0	\$13,325,000	9,064
600	Palmetto* WW41024	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	13,323
600	Polk County* WW5316B	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$14,712,500	\$14,712,500	\$0	\$0	\$14,712,500	818,330
600	Port St. Joe WW23018	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$9,583,252	\$9,583,252	\$0	\$19,166,503	12,812
600	Winter Garden WW48015	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$9,583,252	\$9,583,252	\$0	\$19,166,503	49,000
600	Winter Park WW4802F	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$9,583,252	\$9,583,252	\$0	\$19,166,503	60,000
600	Winter Springs WW59063	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$9,583,252	\$9,583,252	\$0	\$19,166,503	18,650
540	Fort Myers* WW3604M	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	97,372
540	St. Lucie County* WW56021	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$15,000,000	\$15,000,000	\$0	\$0	\$15,000,000	329,226

514	Bunnell** WW18055	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$13,100,000	\$13,100,000	\$0	\$0	\$13,100,000	4,027
514	Dade City** WW51045	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$7,088,000	\$7,088,000	\$0	\$0	\$7,088,000	8,049
513	Quincy** WW20014	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$11,960,092	\$11,960,092	\$0	\$0	\$11,960,092	8,122
511	Eagle Lake** WW53095	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$3,000,500	\$3,000,500	\$0	\$0	\$3,000,500	3,008
511	Fort Meade** WW53117	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	8,172
511	Havana** WW20056	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$7,436,144	\$7,436,144	\$0	\$0	\$7,436,144	1,818
500	Bradenton* WW4103C	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	57,076
500	DeLand* WW64114	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$7,600,000	\$7,600,000	\$0	\$0	\$7,600,000	97,372
500	Englewood Water District WW58034	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$9,583,252	\$9,583,252	\$0	\$19,166,503	40,000
500	Flagler Beach WW18014	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$9,583,252	\$9,583,252	\$0	\$19,166,503	5,568
500	Mount Dora* WW3514E	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	15,000
500	Punta Gorda WW08035	Wastewater/Plan/Design/Construction	11/12/2025	6/28/1900	8/9/2026	\$10,280,000	\$5,140,000	\$5,140,000	\$0	\$10,280,000	38,197
500	Wildwood WW60024	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$10,000,000	\$5,000,000	\$5,000,000	\$0	\$10,000,000	20,000
472	Gainesville* WW01020	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	34,598
462	Crystal River** WW09025	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	3,514
450	FGUA (MacDill AFB) WW29071	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$9,583,252	\$9,583,252	\$0	\$19,166,503	26,900
450	Orange City* WW6420B	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$7,581,430	\$7,581,430	\$0	\$0	\$7,581,430	10,968
444	Holly Hill* WW6410D	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	13,002
439	Largo* WW5202J	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	121,000
389	Mulberry** WW53124	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	3,952
385	Monticello** WW33023	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$12,887,000	\$12,887,000	\$0	\$0	\$12,887,000	2,714
	Perry**	Wastewater/Plan/Design/Construction									

375	WW6202B	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	7,342
369	Madison** WW40042	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$1,090,250	\$1,090,250	\$0	\$0	\$1,090,250	2,960
364	Bowling Green** WW2502D	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	2,405
364	Lake Placid** WW28024	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$2,914,000	\$2,914,000	\$0	\$0	\$2,914,000	6,896
362	Wauchula** WW25018	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$15,719,000	\$15,719,000	\$0	\$0	\$15,719,000	4,900
352	Taylor Coastal Water & Sewer District** WW62032	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	1,430
351	Lake Hamilton** WW5316D	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	1,767
350	Apopka* WW4082D	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	54,873
350	Davenport** WW53075	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$4,970,000	\$4,970,000	\$0	\$0	\$4,970,000	9,043
350	Sebring* WW28037	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$19,166,503	\$0	\$0	\$19,166,503	10,729
340	Seminole County WW59024	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,503	\$9,583,252	\$9,583,252	\$0	\$19,166,503	131,573
320	Cross City** WW15032	Wastewater/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$19,166,491	\$19,166,491	\$0	\$0	\$19,166,491	2,280
*Financially Disadvantaged Community Total =										\$306,018,561	
**State Defined Small Disadvantaged Community Total =										\$255,936,906	
Project Total =										\$806,392,000	

* - Per capita income less than the State average

** - Community population less than 10,000 and per capita income less than the state average

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
2026 STATE REVOLVING FUND SUPPLEMENTAL APPROPRIATION
FOR
HURRICANES HELENE AND MILTON (DECENTRALIZED)**

DRAFT FOR:
11/12/2025

**DECENTRALIZED MAXIMUM AVAILABLE
PER SPONSOR: \$13,080,900**

DECENTRALIZED

PRIORITY SCORE	APPLICANT/ PROJECT NBR	ELIGIBILITY	ADOPTION DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	AUTHORIZED LOAN AMT	PRINCIPAL FORGIVENESS AMT	AMOUNT TO BE REPAYED	AWARDED FUNDS	UNAWARDED FUNDS	POPULATION
540	Hernando County* WW27016	Decentralized/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$13,080,900	\$13,080,900	\$0	\$0	\$13,080,900	33,524
540	Wakulla County* WW65034	Decentralized/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$13,080,900	\$13,080,900	\$0	\$0	\$13,080,900	13,522
500	FGUA (Seven Springs) - Riverside Village* WW51070	Decentralized/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$4,388,200	\$4,388,200	\$0	\$0	\$4,388,200	12,510
490	Everglades City** WW11096	Decentralized/Plan/Design/Construction	11/12/2025	5/11/2026	8/9/2026	\$5,400,000	\$5,400,000	\$0	\$0	\$5,400,000	500
										* Financially Disadvantaged Community Total =	\$30,550,000
										** State Defined Small Disadvantaged Community Total =	\$5,400,000
										Project Total =	\$35,950,000

* - Per capita income less than the State average

** - Community population less than 10,000 and per capita income less than the state average

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Appendix B

CWSRF and Decentralized SA-HMW Project Descriptions

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CWSRF SAHM Projects			
Name of Sponsor	Project No.	Project Cost	Project Description
Apopka	WW4082D	\$ 38,000,000	Rehab West WRF (\$25M), which is currently offline, to address excessive flow to impacted WWTP; L.S. generators or bypass pumps (\$1.0M) to equip lift stations; Vitrified Clay Pipe (VCP) replacement (\$12M) to address I/I.
Arcadia	WW14016	\$ 15,400,000	The project (Phase-3) will expand capacity of WWTP from 1.4 to 2.0mgd to address usage spikes caused by heavy rainfall/storms to prevent overflow into Peace River. Project will add 3rd bioreactor tank, EQ tanks, and hydraulic system upgrades to increase capacity.
Bartow	WW53024	\$ 71,099,600	Project includes 1) 700 lf concrete flood wall & pumping station to prevent flooding of critical structures. 2) rehab lift stations w/scada. 3) construct unloading station for vac truck. 4) headworks equalization tank. 5) enhanced nutrient removal system. 6) SBR #6 Basin for increased capacity.
Big Bend Water Authority (BBWA)	WW15057	\$ 3,458,100	Project #1 (\$160K) includes portable bypass pumps. Project #2 (\$500K) includes new pump station and force main. Project #3 (\$350K) includes pole barn and office. Project #4 (\$500K) includes sludge dewatering device with roof over drying beds. Project #5 (\$1M) includes sewer system rehab.
Bowling Green	WW2502D	\$ 22,805,650	Project #1 (\$10M) includes repair/ replace critical components of collection system. Project #2 (\$1.7M) includes rehab/hardening of two lift stations with generators. Project #3 (\$3.5M) includes construction of flood infrastructure at WWTF. Project #4 (\$2.2M) includes construction of redundant mechanical screens at WWTF headworks.
Bradenton	WW4103C	\$ 273,739,500	1-Lift Station Upgrades and Waterproofing, 2-SCADA System Enhancements, 3-Permanent Backup Generators at lift stations that do not have permanent backup generators, 4-Treatment Plant Capacity and Infrastructure Upgrades (construction of additional permanent Equalization tanks, expanding headworks, and adding a third oxidation ditch to increase hydraulic and treatment capacity), 5-Headworks Upgrade (second train), 6-New Reject and Reuse Pond and Sludge Dewatering Improvements, and 7-Master Lift Station upgrade and Forcemain modification (Construct and relocate a master lift station, expand filtration capacity and add chlorine contact basin infrastructure).
Branford	WW61012	\$ 286,715	Installation of a generator at the Jenkins Park and Sister's Café Lift Stations including all services through operational testing.
Bunnell	WW18055	\$ 13,100,000	Expansion of WWTP from 0.6mgd to 1.2mgd.
Bushnell	WW60048	\$ 29,795,275	Project #1 (\$22.2M) wastewater project includes lift station replacement, generators, submersible pumps, floodproofing structures, waterproofing electrical equip/circuitry, scada system, and perform SSES of collection system. Project #2 (\$7.5M) stormwater project includes land acquisition and expansion of duck pond on West Mobile Ave to addressed downtown flooding. Project qualifies for small disadvantage.
Cape Canaveral	SW05059	\$ 27,392,520	Project includes construction of a permanent diesel-powered emergency pump station/tidal gate built along the length of the Canaveral Ditch. The pump would remove stormwater runoff from the ditch and into the Banana River Lagoon (BRL) and would provide flood mitigation. The Canaveral Ditch is a narrow man-made waterway that begins south of the City's northernmost border with Port Canaveral, and curves SW under S.R. A1A before exiting into the BRL. The ditch serves as the primary stormwater drainage for the City's northern area.
Carrabelle	WW19043	\$ 1,088,450	Construction of enclosed corrosion-resistant building and replacement of the damaged centrifuge to restore full sludge processing, replacement of existing reject storage pond liner damaged by the hurricane, replacement of lift station pump, purchase of two portable diesel pumps for emergency use, and replace existing damaged security fence at master lift station.
Citrus County	WW0901D	\$ 35,000,000	Inflow and Infiltration rehabilitation and remediation in five critical identified areas to include pipe lining, manhole rehabilitation and pump station rehabilitation/upgrades.
Clearwater	WW52090	\$ 149,000,000	Proposed project will expand the NEWRF to replace the MSWRF and EWRF and includes: 1) construction of an additional treatment train. 2) upgrades to hydraulic and biological nutrient removal systems. 3) upgrade instrumentation, controls, and energy systems.
Cross City	WW15032	\$ 24,819,795	The proposed projects include sewer I&I work, pump station upgrades, portable generators, portable bypass pumps, scada system, vac-truck, skid steer tractor, and screw press sludge dewatering system.
Crystal River	WW09025	\$ 23,618,860	Improve/expand the existing WWTP to include elevated headworks, convert surge tank to equalization tank, new screens at headworks, aeration, pump station, new membrane, convert clarifier for MBR tankage, new digester, etc.
Dade City	WW51045	\$ 7,088,000	Project #2-install generators at lift stations. Project #3-, hardening and waterproofing lift station #1. Project #4-correct significant inflow and infiltration.

Davenport	WW53075	\$ 4,970,000	Project #1 (0.8M) includes installation of (2) 300 kW Generators (in parallel) for Main Plant Backup Power and (1) 60 kW Generator for the Operations Building. Project #2 (\$4M) includes construction of a 2nd redundant mechanical screen and grit removal system at WWTF headworks.
Daytona Beach	WW6409E	\$ 81,965,000	Upgrade Bethune Point WRF to include electrical, influent pump station, UV System, force main to divert flow, correct I/I problems, rehab lift stations, force main critical valve.
Daytona Beach Shores	WW64132	\$ 12,950,000	Project includes force main upgrades, gravity pipe rehab, and infiltration & inflow mitigation.
Deland	WW64114	\$ 7,600,000	Lift Station no.1 and Water Reclamation Facility Headworks Floodproofing. DeLand is upgrading, replacing, and/or relocating Lift Station no.1 and the WRF headworks.
Eagle Lake	WW53095	\$ 3,000,500	Project to construct wastewater generators with automatic transfer switches for 14 of Eagle Lake's lift stations to prevent interruption of collections system during a flood.
Eatonville	WW4802G	\$ 18,085,246	Project includes I/I correction and rehabilitation of existing gravity based collection system, replacing existing vitrified clay pipe (VCP) that has cracked and experienced root growth.
Edgewater	WW64056	\$ 21,320,800	Headworks project #1 (\$4.8M), the influent pump station project #2 (\$5.4M), and reclaimed water storage & pumping project #8 (\$4.1M)
Englewood Water District	WW58034	\$ 31,200,000	Installation of new booster pump station and forcemain.
Everglades City	WW11095	\$ 19,000,000	Projects include deep injection well (DIW) for effluent disposal (\$16.5M), sludge dewatering at WWTP (\$1.5M), grinder P.S. panel replace and portable generators (\$1.5M), and gravity sewer rehab throughout the city (\$1M).
FGUA - MacDill AFB	WW29071	\$ 42,296,000	Construction of new Deep injection well and resiliency componenets at the Treatment plant.
Flagler Beach	WW18014	\$ 19,250,000	Lift stations 3, 6, 7, and 8 will be modified and will include stormwater management work around lift stations 3, 7, and 8 (\$19.3M). The stormwater projects (\$4.9M + \$1.2M + \$1.9M) includes construction of stormwater inlets and conveyance pipes to direct runoff to a new outfall pipe, with roadside swales added to reduce roadway flooding and improve surface drainage and to protect the collection system from inflow and infiltration.
Fort Meade	WW53117	\$ 25,534,860	Rehabilitation and sealing of 143 poor and failing brick manholes structures with known infiltration, and acquisition of portable generators and bypass pumps.
Fort Myers	WW3604M	\$ 60,000,000	WWTP is being expanded/upgraded to 100% reclaimed water production thus eliminating all non-emergency discharge into the Caloosahatchee River. Project will increase existing 6 MGD high level disinfection facilities to 11 mgd, matching current plant capacity. Includes an elevated filter feed P.S., new disc filters, replace current disinfection method with high level disinfection, upgrade chlorine contact basins, expand existing inplant reuse system, new electrical building, expand onsite stormwater management, and replace current outfall pumps with effluent transfer pumps.
Gainesville	WW01020	\$ 80,079,840	Construction of force main improvements (\$62M) totaling approximately 67,000 ft to increase flow capacity and reduce backpressures and bolster the ability of GRU to transfer raw wastewater between the Main Street Water Reclamation Facility (MSWRF) and KWRF (Kanapaha). Backup electric feed to MSWRF and KWRF and purchase generators to be located at MSWRF (no power outage reports). Creek bank stabilization. New low pressure sewer system.
Groveland	WW35069	\$ 7,392,825	CW Project (\$7.4M) - construct key lift station and collection system improvements that would enlarge existing sewer collection system components to reduce inflow/infiltration and provide emergency generator power.
Havana	WW20056	\$ 7,436,144	Project #2 - rehab of multiple lift stations (\$7.4M) and permanent generators.
Holly Hill	WW6410D	\$ 20,027,900	Collection system and treatment works resiliency improvements-Project to include I&I mitigation work, bypass pumps, lift station work, scada, and raising the aeration equipment at the treatment works.
Jupiter Island	WW43050	\$ 1,023,500	Replacement of a 450kW emergency generator at the SMRU wastewater treatment plant (WWTP) located at 8181 SE Skylark Avenue, Hobe Sound, Florida. The initial generator was installed around 1980, making it over 45 years old.
Lake Hamilton	WW5316D	\$ 31,955,020	Project #1 (0.35M) - generator for master P.S. Project #2 (\$3.8M) - SCADA and fiber optic communication system to connect lift stations & WWTF. Project #3 (0.66M) - generator for WWTP. Project #4 (\$9.9M) - construct two larger/redundant clarifier system, splitter box and RAS/WAS pumping station. Project #5 (3.5M) - construct larger/redundant chlorine contact chamber and chemical feed system. Project #6 (\$7.1M) - construct larger/redundant digester and processing system.

Lake Helen	SW64034	\$ 17,903,750	New storm water storage and treatment facilities to effectively manage runoff, reduce pollutant loading, and maintain the integrity and operation of Lake Helen's closed basin lake systems during heavy rainfall and extreme weather events. Install SCADA systems and advanced hydrologic monitoring equipment for real-time oversight and management of stormwater infrastructure.
Lake Placid	WW28024	\$ 2,914,000	Installation of permanent backup generators at four critical lift stations (LS 5, LS 14, LS 16, and LS 18) and elevating and hardening electrical control panels.
Largo	WW5202J	\$ 33,432,000	Project #1 (\$3M) - I&I mitigation project for Lift Station 25 collection basin to include of an evaluation phase and construction phase. Project #2 (\$26.1) - construction of two deep injection wells, two associated monitoring wells, and surface piping modifications.
Lee County	WW3602E	\$ 17,404,428	Perform SSES survey of collection system and address excessive inflow/infiltration to include sanitary sewer lining, lateral excavations & repair, and manhole rehab.
Longboat Key	WW58061	\$ 50,730,000	Longboat Key has collection system only to sends wastewater to Manatee WWTP. Project #1 (\$40M) - Master Lift Station D Improvements and new subaqueous force main (increase capacity), Project #2 (\$10.3M) - I&I Reduction, and Project #3 (0.5M) - Vacuum Truck.
Madison	WW40042	\$ 1,090,250	Project includes generators and bypass pumps and and installtion of systemwide SCADA.
Mayo	WW34010	\$ 36,685,918	Project #1 (\$33.4M) - remove and replace 49,000 linear feet of mains, laterals, manholes and full roadway restoration. Project #2 (\$0.92M) - purchase of a vacuum truck, two bypass pumps and two portable generators. Project #3 Alternative (\$8.4M) - cured-in-place pipe (CIPP) lining, manhole and lateral rehabilitation, point repairs, and full-system CCTV inspections. Project #4 (\$2.4M) - rehab four wastewater pump stations.
Monticello	WW33023	\$ 12,887,000	Proposed project includes replacement and rehabilitation of the City's lift stations (including permanent generators) and force mains.
Mount Dora	WW3514E	\$ 105,600,000	Expand WWTP No. 2. and reduce effluent nutrients. Project to include flow equalization to address stormwater I/I, new electrical building, redundand generator, oxidation ditches, and oxygen monitoring.
Mulberry	WW53124	\$ 40,403,343	Seven projects proposed to include construct perimeter flood barrier, relocate sludge drying beds, redundand access driveway, I/I work, scada system, rehab lift stations, and new generator.
N. Fla. Water Utilities Authority	WW61050	\$ 397,904	Project #1 - Generator installation at Ellisville Lift Station. Project #2 - Generator installation at Pit Stop Lift Station.
Newberry	WW01084	\$ 18,100,000	Lift Station Resiliency Upgrades: Retrofit and harden lift station 10 with elevated control panels, permanent backup power, submersible pumps, and flood resistant enclosures. SCADA System Installation: Implement a city-wide SCADA system to remotely monitor pump stations, flow conditions, and emergency response time during hurricanes and help prevent SSOs. SSES "Find and Fix" Program: Conduct comprehensive condition assessments of gravity sewer mains and laterals using CCTV inspection, smoke testing, and manhole evaluations. Resiliency Planning and Asset Management
Orange City	SW6420B	\$ 7,581,430	The proposed Project will collect runoff from Rhode Island Ave and alleviate the flooding conditions at Industrial Drive and Veterans Memorial Parkway. Project includes the installation of two Tiger Dams and the design and construction of a permanent stormwater system.
Orange Park	WW10013	\$ 13,325,000	Upgrade SCADA at lift stations, backup power generators at lift stations, rehab lift sations, sewer collection system rehab.
Palmetto	WW41024	\$ 61,000,000	Project #1 (\$41M) - increase WWTP capacity from 2.4mgd to 4.0mgd and will include 2mg wet weather reject GST (\$5M), new headworks (\$10M), new electrical building (\$5M), new bio.treat process (\$12M), filtration expansion (\$2M), and new DIW (\$7M). Project #2 (\$13M) to include construction of a new force main to add system capacity and redirect flows. Project #3 (\$7M) includes upgrades to lift stations 4, 5, and 6 to increase pumping capacity.

Perry	WW6202B	\$ 164,399,731	1-Conveyance Rehabilitation and Hardening: To manage increased I/I flows and prevent SSOs, harden key assets like the Goodman LS, extend hardening to 10 additional critical lift stations, and the Main LS ; 2-Treatment Plant Modernization: To manage I&I, construct a second, redundant treatment train (Ditch, Clarifier, Digester, & Disinfection), replace the current earthen lined digesters with concrete digesters, solids handling, and SCADA; 3-Disposal System Hardening: add additional sprayfield capacity to eliminate a critical single point of failure, upgrade the effluent pump station, replace a failed sprayfield generator to ensure operation during power outages, and repair the existing emergency surface water discharge; 4-Collection System Rehabilitation: comprehensive rehabilitation of the historic collection system using CCTV inspection to identify and prioritize the worst areas. One key component is the rehab of the Pimple Creek Trunk Line, a 70-year-old, 24-inch main located in an environmentally sensitive area with high ground water table and stormwater ditch.
Polk County	WW5316B	\$ 14,712,500	NWRWWTF project: equalization basin (\$3.7M). SWRWWTF project: equalization basins (\$9.7M).
Port Richey	WW51081	\$ 83,770,000	The proposed project includes elevating the lift station structures, installing flood protection measures, and raising electrical control panels above projected flood levels (\$60M); SCADA system modernization (0.5M); and Sanitary sewer system evaluation program (\$2.2M). Photos are mostly of controls panels that appear to need repair.
Port St. Joe	WW23018	\$ 86,464,787	New WWTF to replace 70 acre treatment lagoon to include a 4.0 MGD AADF oxidation ditch, 5 stage oxidation ditches, Influent Equalization (IEQ) basin, Secondary Clarifiers, Grit Removal, Filters, Chlorine Contact Chambers (CCC), Dewatering, Aerobic Digestion, Reject storage, Wet Weather Storage, In-Plant Pump Station, and a RAS/WAS pump station WWTF.
Punta Gorda	WW08035	\$ 10,280,000	Project #1 (\$6.1M) master pump/lift station upgrades to include generator. Project #2 (\$4.18M) lift station 30 and associated sanitary sewer system improvements to include LS 30 upgrade, VCP pipe replacement, manhole restoration, and repair service connections to reduce I&I.
Quincy	WW20014	\$ 11,960,092	Project #2 (\$7.4M) - 8-Lift station upgrades to include emergency pump equipment for redundant pump capacity, replace submersible pumps, lining & rehab of wet wells, replace aged controls, generators, and SCADA. Project #3-Inflow and Infiltration Rehab (\$4.6M) includes CCTV inspection, smoke testing, manhole rehab, & pipe lining.
Sanford	WW5901C	\$ 32,660,000	Project is rehab of collection system (I/I) to include manhole lining and CIPP pipe lining.
Sebring	WW28037	\$ 33,900,000	Project 1 (\$9M) - WWTF improvements to include new influent P.S., surge tank, mech. screening, and grit removal. Project 2 (\$4.5M) - WWTF Improve to include new chlorine contact basin, tertiary filtration, and effluent P.S. Project 3 (\$2.5M) - WWTF improvements to include new sludge dewatering. Project 4 (\$10M) - Collection system I/I to include gravity sewer replace, CIPP lining, manhole lining, manhole repairs, and targeted point repairs.
Seminole County	WW59024	\$ 24,058,500	Improvements to Greenwood Lakes Water Reclamation Facility (WRF). Project #1 - New backup generator (\$2.7M). Project #2 - new 2mg equalization basin (\$7.1M) for surges during storm events. Project #8 - interconnect with new lift station and new 16-inch valves and new force main to redirect flow from Greenwood to Yankee Lake WWTP during storm (\$14.1).
St. Lucie County	WW56021	\$ 15,000,000	The project is proposing to expand North County Regional WWTF from 0.60 MGD to 1.62 MGD. Two (2) additional 0.30 MGD parallel trains and a lift station are required for this project. Decommission the Fairwinds 0.04 MGD Wastewater Treatment Plant and the Lakewood Park 0.20 MGD Wastewater Treatment Plant, and installing an 8.5' diameter x 10' deep, companion wet well at the Bryn Mawr Master Pump Station (MPS).
St. Petersburg	WW52065	\$120,000,000	CW-1 NE Basin (\$25M) to include FM Rehab & New Wet Weather Transfer Station. CW-2 L.S. Upgrades (\$10M). CW-3 Demo Albert Whitted WRF & Construct Equalization Storage Tanks (\$85M) and includes FM upgrade & L.S. Office & Shop.
Tavares	WW35099	\$ 26,100,000	Tavares Wastewater Treatment, Collection System and Flow Equalization Hardening and Resiliency. The City is seeking planning, design and construction funds to plan, design and upgrade the existing wastewater treatment facility to improve reliability, redundancy, and resiliency
Taylor Coastal Water & Sewer District	WW62032	\$ 19,689,906	Project includes portable generators, portable bypass pumps, replace grinder pump stations, raise control panels, waste vac truck, master lift station upgrades, scada system, WWTP needs control panel and storage building and aeration basin blowers.
Venice	WW5804B	\$ 3,100,278	The proposed scope of work includes replacing damaged and leaking gravity sewer lines with new PVC pipe and replacing existing manholes with new ones featuring watertight lids. The project includes the replacement of 660 lineal feet (LF) of 8-inch damaged and leaking gravity sewer and six (6) manholes.

Volusia County	WW64062	\$ 985,000	Reduce flood risk at the Tomoka Farms Landfill. Install mechanical evaporation systems in the two existing leachate holding basins. The evaporators will integrate into the leachate treatment & disposal system to reduce basin water levels and establish storage volumes in the basins to accommodate extreme weather events and prevent leachate releases to the environment.
Waccasassa Water and Wastewater Cooperative (W3C)	WW38121	\$ 81,191,080	New inland advanced wastewater treatment facility, regional wastewater transmission main, and two lift stations.
Wakulla County	WW65035	\$ 19,014,771	Projects are: Project #1 (\$2.8M)-rehab collection system in Panacea Shores for I/I. Project #2 (\$3M)-rehab gravity sewer in unincorporated Panacea. Project #5 (\$8.65M)-Songbird-upgrade L.S. and reroute FM. Project #6 (0.7M)-install bypass pumps at four L.S. Project #7 (\$2M)-install bypass pumps for twelve L.S. Project #11 (\$1.8M)-manhole lining.
Wauchula	WW25018	\$ 15,719,000	Project includes Wastewater I&I and Sanitary Sewer Overflow Correction
Wildwood	WW60024	\$ 10,000,000	Purchase and installation of a 1.0 MGD Davco treatment package plant and installation of two new emergency back-up generators. The City commenced a project (2023) to expand/improve the WRF. Components of the project consist of adding capacity to the facility in an expedited manner to address the influent peak flows experienced during storms.
Winter Garden	WW48015	\$ 154,559,306	Crest Avenue Wastewater Treatment Facility (WWTF) Upgrades/Expansion (4.75 to 7.5mgd) to include replacement of influent pumps w/more capacity, rehab/expand influent pump station, replace headworks, replace effluent pumps w/more capacity.
Winter Park	WW4802F	\$ 34,572,000	Rehab of 13-lift stations, construct bypass forcemain to divert peak flows, new reclaimed water storage tank, SSES Survey and gravity main rehab to address SSOs.
Winter Springs	WW59063	\$ 73,345,821	Construction of a new facility (East WRF) with a capacity of 1.6 mgd AADF,utilizing an A2O (anaerobic-anoxic-oxic) treatment process for enhanced biological nutrient removal. The new facility will provide updated liquid treatment and solids-handling systems designed to meet current permit requirements for public access reuse.

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Decentralized SAHM Projects			
Name of Sponsor	Project No.	Project Cost	Project Description
Archer	WW01036	\$38,460,000	The City of Archer, in partnership with the City of Newberry, via a regional treatment and disposal AWT facility, will eliminate two outdated package plants and remove over 600 septic tanks citywide. The Wastewater will be conveyed via a new collection system to Newberry's new Advanced Wastewater Treatment Facility, leveraging an interlocal agreement to ensure regional treatment capacity and operational resiliency. This coordinated effort will significantly reduce nutrient pollution, enhance water quality in the Santa Fe River Basin, and provide resiliency, redundancy, and reliability within the City's collection system.
Big Bend Water Authority	WW15056	\$2,944,000	The proposed project entails the decommissioning existing onsite sewage treatment and disposal systems (OSTDS) in the Jena area.
Cape Coral	WW36016	\$62,476,700	Septic to Sewer in the North 6 Area
Everglades City	WW11096	\$5,400,000	This project consists of installing a new wastewater collection system, abandoning all septic tanks within Plantation Island, and pumping the wastewater to the City's centralized wastewater system. This project will require approximately 240 simplex grinder pump stations, 10,000 feet of HDPE piping varying in size from 2-inch to 4-inch, 25 isolation valves and other necessary system components. Also, it will be necessary to construct a new duplex submersible pump station sized to pump 110 gpm and a 7,500 feet 4-inch force main from Plantation Island to the Everglades City WWTF.
FGUA - Flagler Co. (Favoretta)	WW18083	\$17,386,923	The project would connect approximately 110 parcels to a future wastewater system. This project will eliminate all existing septic systems within the community of Favoretta, Florida, located in southern Flagler County.
FGUA - North Fort Myers	WW3608D	\$10,200,000	Connections to 300 residences in the Yacht Club Colony
FGUA - Seven Springs (Riverside Village)	WW51070	\$4,388,200	FGUA proposes replacing the existing 54 Riverside Village OSTDSs by constructing a gravity sewer system connected to FGUA's Seven Springs WWTF
Fort Myers	WW3604L	\$6,000,000	Connections to 877 residences in the Fort Myers Area
Gretna	WW20034	\$7,678,429	Installation of gravity mains, force mains, manholes and service laterals to connect over 80 currently unsewered or underserved residential and commercial properties.
Hernando County	WW27016	\$26,565,000	Extend central sewer service to approximately 353 properties, over 300 of which currently utilize individual septic systems.
Howey-in-the-Hills	WW35024	\$22,759,200	The project will eliminate 597 existing OSTDS, many within low-lying areas susceptible to flooding and groundwater intrusion. The proposed project also includes: Elevated electrical and control panels, Floodproof Lift Stations, Emergency backup power, and SCADA Monitoring & Remote Control.
Lake Clark Shores	WW01172	\$10,375,000	WQ Improvement/Northern Utility Service Area Septic to Sewer Conversion Program - Ph 2 Construction & Ph 3 - 5 Design Completion
Mascotte	WW35126	\$20,880,000	Expanding the sewer collection system by converting additional residences from septic treatment and providing additional treatment capacity at a new WWTP.
Micanopy	WW01063	\$8,887,050	This project will decommission approximately 300 existing Onsite Septic Treatment Disposal Systems, many of which are aging or failing, and connect the affected properties to a centralized sewer system. The project will reduce approximately 6,000 pounds of total nitrogen and 1,500 pounds of total phosphorus annually.
Midway	WW20061	\$23,182,420	The proposed project entails the decommissioning of approximately 160 existing onsite sewage treatment and disposal systems (OSTDS) and the construction of new sewer infrastructure within Basin 1B of the Rustling Pines subdivision in the City of Midway.
Newberry	WW01083	\$3,262,500	The project will convert 36 residential septic systems to centralized sewer service through the installation of approximately 1,600 linear feet of gravity sewer pipe, new manholes, and a new wastewater lift station.
Okeechobee Utility Authority	WW47014	\$7,778,280	The SW 5th Avenue Vacuum Sewer System Project (Project), when completed will provide central sewer service to serve approximately 130 single-family residential lots currently served by on-site sewage treatment and disposal systems (OSTDS), as well as numerous commercial properties currently served by OSTDS. Wastewater collected from the connected lots will be conveyed through installation of the new vacuum sewer system (VSS), including a new Vacuum Station, discharging to existing nearby OUA collection facilities and then to the existing OUA Wastewater Treatment Plant (WWTP).

Perry	WW6202A	\$7,350,000	To eliminate the public health threat from failing septic systems, this Septic to Sewer project will convert homes from vulnerable septic tanks to modern, resilient low-pressure grinder pump systems. These sealed systems prevent I&I and are not susceptible to failure from ground saturation during floods, providing a permanent solution that protects both public health and the environment.
Polk County	WW5316C	\$7,206,000	Septic to Sewer connections of 137 residences in Lake Pierce Community.
Punta Gorda	WW08036	\$14,036,000	Septic to Sewer in Charlotte Park Region - 1,400 households
Putnam County	WW54060	\$54,615,795	Upgrade approximately 1,662 potential connections to an existing wastewater system including permitting, design, construction and installation of forcemains. Satsuma septic to sewer phases 1 through 5.
Sarasota County	WW58035	\$67,999,529	The proposed project entails the decommissioning of approximately 1253 existing onsite sewage treatment and disposal systems (OSTDS) in the Area M-West.
Wakulla County	WW65034	\$15,615,071	County to expand sewer service to the Lake Ellen and Lake Ellen Estates Unit 1 subdivisions. These areas currently use onsite sewage treatment and disposal systems, or septic tanks.
Winter Haven	WW53136	\$58,750,000	The proposed construction in Inwood for conversion from onsite septic systems to a central collection system includes: <ul style="list-style-type: none"> ▪ A gravity sewer collection system with 8-inch DR-26 PVC gravity mains and 48-inch diameter manholes. ▪ A duplex lift station with 30 horsepower submersible pumps to pressurize flows from all of Inwood's properties currently served by onsite septic systems. ▪ 4,000 linear feet of 8-inch DR-18 C900 PVC force main that connects to the City's existing 16-inch force main. Hydraulic modeling was not completed as part of the development of the preliminary layout and cost estimate; it was assumed that all gravity mains installed in Inwood would be 8 inches in diameter. The proposed project does not include any modifications or improvements to private properties, which would include items such as septic tank abandonment, modifications to the building plumbing, or on-lot restoration activities.
Zephyrhills	WW51056	\$5,667,045	Septic to sewer conversion by eliminating 39 failing septic tanks and constructing a new gravity sewer collection system and lift station to connecting to existing WWTF.

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Appendix C
Projects Eligible for CWSRF SA-HMW Funding

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Projects Eligible under the SA-HMW

Clean Water SRF

If a project is not specifically listed below, states must explain in their IUP how the project addresses the purposes outlined in section III.C. of this memorandum.

- I. Projects that prevent interruption of collection system operation in the event of a flood or natural disaster, including but not limited to:**
 - a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., batteries, switch boxes) that service pump stations or other distribution system facilities
 - b. Replacement of damaged equipment with equipment that can reduce the energy consumption needs for publicly owned treatment works (§1383(c)(8)) or reduce the demand for publicly owned treatment works capacity through water conservation, efficiency, or reuse (§1383(c)(6)).
 - c. Physical “hardening” or waterproofing of pumps and electrical equipment at pump stations and other components of collection systems (including storage facilities and associated equipment) through upgrade or replacement, including:
 - Installation of submersible pumps
 - Waterproofing electrical components (e.g., pump motors)
 - Waterproofing circuitry
 - Dry floodproofing/sealing of structure to prevent floodwater penetration
 - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)
 - d. Relocation of pump stations or other collection system facilities to less flood prone areas
 - e. Installation of physical barriers around pump stations or other collection system facilities (e.g., levees or dikes)
 - f. Correction of significant infiltration and inflow problems that increase the likelihood of sewer backups or flooding of a treatment works
 - g. Separation of combined sewers that will result in a reduced risk of flooding of the collections system and/or treatment works
 - h. Installation/construction of redundant collection system components and equipment
 - i. Regionalization project that enables diversion of wastewater flows to an alternate system for emergency wastewater collection and treatment services
 - j. SCADA system projects to allow remote or multiple system operation locations
 - k. Construction or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the collection system
 - Green infrastructure that reduces flood risk by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention

infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection

- Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees
- Floodwater pumping systems
- Flood water channels/culverts, physical barriers, and retention infrastructure

II. Projects that prevent floodwaters from entering a treatment works, including but not limited to:

- a. Installation of physical barriers around a facility (e.g., levees or dikes around the facility to prevent flooding)
- b. Relocation of facilities to less flood prone areas
- c. Construction or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the treatment works
 - Green infrastructure that reduces the risk of flooding by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection
 - Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees
 - Floodwater pumping systems
 - Flood water channels/culverts, physical barriers, and retention infrastructure

III. Projects that maintain the operation of a treatment works and the integrity of the treatment train in the event of a flood or natural disaster, including but not limited to:

- a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., batteries, switch boxes) that service pump stations or other distribution system facilities
- b. Replacement of damaged equipment with more energy efficient equipment
- c. Physical “hardening” or waterproofing of pumps and electrical equipment at treatment works through upgrade or replacement, including:
 - Installation of submersible pumps
 - Waterproofing electrical components (e.g., pump motors)
 - Waterproofing circuitry
 - Dry floodproofing/sealing of structure to prevent floodwater penetration
 - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)
- d. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures
- e. Installation of physical barriers around individual treatment processes

- Flood walls around treatment tanks
 - Elevated walls or capping of treatment tanks
- f. Installation of larger capacity storage tanks
- Installation of larger capacity chemical storage tanks for continued treatment in absence of delivery service
 - Installation of larger capacity fuel storage tanks for back-up generators
 - Construction of storage tanks at treatment works to store overflows for future treatment
- g. Installation/construction of redundant components and equipment
- h. SCADA system projects to allow remote or multiple system operation locations
- IV. Projects that preserve and protect treatment works equipment in the event of a flood or natural disaster, including but not limited to:**
- a. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures
- b. Prevention of saltwater damage to materials and equipment
- Installation of salt water resistant chemical storage tanks
 - Installation of salt water resistant fuel storage tanks
 - Installation of salt water resistant equipment and appurtenances
- V. Planning projects that assess a treatment works' vulnerability to flood damage or that analyze the best approach to integrate system and community sustainability/resiliency priorities in the face of a variety of uncertain futures including natural disasters and more frequent and intense extreme weather events, provided the planning work is reasonably expected to result in a capital project, including but not limited to:**
- a. Risk/vulnerability assessments considering recent floodplain maps and projected sea level rise
- b. Alternatives analysis
- c. Asset Management Plans
- d. Emergency Preparedness, Response, and Recovery Plans
- VI. Projects that assess, prepare for, protect, or mitigate damage to treatment works or collection system from wildfires, including but not limited to:**
- a. Risk/vulnerability assessments considering recent wildfire hazard maps
- b. Emergency Preparedness, Response, and Recovery Plans considering wildfire potentials
- c. Maintain emergency generators at key facilities to help mitigate widespread power outages
- d. Practice mechanical thinning, weed control, selective harvesting, controlled burns and creation of fire breaks on utility managed property
- e. Create a zone of defensible space for utility equipment and facilities (e.g., structures, supports to wires and transformers); keep intakes clear of debris
- f. Install manual or automatic irrigation systems to provide wetting of components and groundcover for vulnerable areas (e.g., chemical storage, control equipment buildings)

- g. Installation of fire-resistant building materials
- h. Purchase of fire suppression equipment and fire safety kits as key components of emergency response equipment

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Appendix D

Notice of November 12, 2024, Public Meeting

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Notice of Meeting/Workshop Hearing

DEPARTMENT OF ENVIRONMENTAL PROTECTION

The DEPARTMENT OF ENVIRONMENTAL PROTECTION announces a public meeting to which all persons are invited.

DATE AND TIME: November 12, 2025 - 2:00 p.m. – 4:00 p.m.

PLACE: Virtual meeting, email Crystal.Fukushima@Floridadep.gov for an invitation

GENERAL SUBJECT MATTER TO BE CONSIDERED: A public virtual meeting will commence at 2:00 p.m. until not later than 4:00 p.m., to discuss the issues and recommendations for management of the FY 2026 Clean Water State Revolving Fund Program (CWSRF), including the Infrastructure Investment and Recovery Jobs Act (IIJA) Emerging Contaminants; Supplemental Appropriations for Hurricanes Helene and Milton, and Hawaii Wildfires (SAHMW) funding for CWSRF and the Drinking Water State Revolving Fund programs; Intended Use Plans (IUPs) for the programs as applicable; and priority lists of projects to be funded with loans under Chapter 62-503 and Chapter 62-552, Florida Administrative Code, respectively. To request an invitation to the virtual meeting, please send an email to: Crystal.Fukushima@Floridadep.gov.

A copy of the agenda may be obtained by contacting: Crystal Fukushima, State Revolving Fund Program, 3900 Commonwealth Boulevard, Mail Station 3505, Tallahassee, Florida 32399-3000, (850)245-2863, Crystal.Fukushima@Floridadep.gov.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 10 days before the workshop/meeting by contacting: Public participation is solicited without regard to race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status. Persons who require special accommodations under the American with Disabilities Act (ADA) or persons who require translation services (free of charge) are asked to contact DEP's Limited English Proficiency Coordinator at (850)245-2118 or LEP@FloridaDEP.gov at least forty-eight (48) hours before the meeting. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

For more information, you may contact: Crystal Fukushima, (850)245-2863, Crystal.Fukushima@Floridadep.gov State Revolving Fund Program, 3900 Commonwealth Boulevard, Mail Station 3505, Tallahassee, Florida 32399-3000.

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Appendix E

Award and Implementation of the 2025 State Revolving Fund
Supplemental Appropriation for Hurricanes Helene and Milton and the
Hawai'i Wildfires (SA-HMW)

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OFFICE OF WATER
WASHINGTON, D.C. 20460

March 13, 2025

MEMORANDUM

SUBJECT: Award and Implementation of the 2025 State Revolving Fund Supplemental Appropriation for Hurricanes Helene and Milton and the Hawai'i Wildfires (SA-HMW)

FROM: Jennifer L. McLain, Director
Office of Ground Water and Drinking Water

Andrew D. Sawyers, Director
Office of Wastewater Management

TO: Water Division Directors
Regions III, IV, and IX

I. BACKGROUND

On December 21, 2024, the American Relief Act, 2025, P.L. 118-158, ("the Act") became law. The funding for the Environmental Protection Agency (EPA) in Title VII of the Act includes \$3 billion in disaster relief supplemental funding for the State Revolving Fund (SRF) programs: \$1.23 billion for the Clean Water State Revolving Fund (CWSRF) programs and \$1.77 billion for the Drinking Water State Revolving Fund (DWSRF) programs, available only to states or territories in EPA Regions 3, 4, and 9 for wastewater treatment works and drinking water facilities impacted by Hurricanes Helene and Milton and the Hawai'i wildfires. Only the States of Florida, Georgia, Hawai'i, North Carolina, South Carolina, Tennessee, and Virginia (hereinafter "the states") are eligible to apply for these CWSRF and DWSRF supplemental funds. The Act gives EPA the authority to retain up to \$5 million of the funds from this appropriation for management and oversight.

The Act also appropriated an additional \$85 million in supplemental funding for the CWSRF program to improve the resilience of decentralized wastewater treatment systems, available only to states or territories in EPA Regions 3 and 4 impacted by Hurricanes Helene and Milton. Only the States of Florida, Georgia, North Carolina, South Carolina, Tennessee, and Virginia are eligible to apply for these CWSRF supplemental funds. The Act gives EPA the authority to retain up to \$3 million of the funds from this appropriation for management and oversight.

For ease of reference, EPA will refer to this supplemental appropriation as the SA-HMW (Supplemental Appropriation for Hurricanes Helene and Milton and Hawai'i Wildfires).

This memorandum describes how EPA will award and administer SA-HMW capitalization grants to the eligible states. Nothing in this document is meant to conflict with or supersede the 2025 American Relief Act, Office of Management and Budget Guidance, or any capitalization grant terms and conditions.

Funds will remain available for obligation to the states for the fiscal year in which they are appropriated and the following fiscal year, per the Clean Water Act (CWA) and the Safe Drinking Water Act (SDWA).¹ Therefore, the states must apply for and receive SA-HMW capitalization grant award(s) from EPA by the end of fiscal year 2026 (September 30, 2026). Once EPA obligates the capitalization grants to the states, the funds will be available to the states to provide assistance to eligible projects. The states must make commitments (i.e., they must sign assistance agreements, such as loans, with eligible recipients) within one year after the receipt of each capitalization grant payment from EPA.²

For projects to be eligible for the \$3 billion SA-HMW funds to the SRFs, they must be SRF-eligible and have the purpose of reducing flood or fire damage risk and vulnerability or enhancing resiliency to rapid hydrologic change or natural disaster. EPA has tools available to assist communities and states in achieving these goals. EPA's free [Water Technical Assistance \(WaterTA\)](#) initiatives and resources can support communities in identifying water infrastructure challenges, developing plans, and applying for federal funding. EPA also has practical tools, training, and technical assistance to increase resilience to weather variability available through the [Creating Resilient Water Utilities \(CRWU\)](#) initiative.

States will administer these funds through the existing SRF programs. SRF requirements and procedures apply to these supplemental funds. General SRF program information is located at www.epa.gov/cwsrf and www.epa.gov/dwsrf. Local drinking water and wastewater systems (and other eligible assistance recipients) apply for SA-HMW SRF funding directly through their state [CWSRF](#) and [DWSRF](#) programs. Local leaders should direct questions about applications and state program eligibilities to their state SRF managers.

II. APPLICATION REQUIREMENTS FOR SA-HMW CAPITALIZATION GRANT FUNDS

EPA recommends that the states submit capitalization grant applications as soon as possible through www.grants.gov. The states must submit an Intended Use Plan (IUP) and Project Priority List (PPL) for the SA-HMW funding. The IUPs and PPLs must meet existing SRF requirements. Because the SA-HMW's appropriation is for particular purposes, and to be consistent with existing grants regulations and reporting requirements, the states must submit separate grant application(s) for the SA-HMW appropriations and other SRF capitalization grant applications in grants.gov. Each state must receive its

¹ 33 U.S.C. § 1384(c)(1); 42 U.S.C. § 300j-12(a)(1)(C).

² 33 U.S.C. § 1382(b)(3); 40 CFR § 35.3550(e)(1).

SA-HMW grant award by the end of fiscal year 2026 (September 30, 2026) or the funds will be reallocated to other eligible states under this appropriation.³

To accelerate SA-HMW grant awards, EPA will allow the states to apply for conditional and partial awards based on draft IUPs. With conditional awards, if the state and Region have completed negotiations for part of the work plan, the Region may conditionally approve the work plan and obligate the full amount of the award placing appropriate drawdown/payment restrictions for the portion of the work plan not yet approved. This does not prohibit work from beginning on approved activities. All activities must meet state and federal SRF requirements for this appropriation. The states may also apply to EPA for partial awards if the state does not currently have a project list with costs totaling at least the amount of funds available under SA-HMW. EPA will only make a partial award to the state for an amount equal to the total cost of the project list. In the case of a partial award, the state could later amend its grant award to include the remaining funding so long as it is awarded by September 30, 2026. An amended IUP including projects in an amount equal to the remaining funds available to the state under SA-HMW must be submitted by the state to EPA before the grant is amended to award the remaining funds. This includes a revised grant application package through grants.gov.

To receive SA-HMW funding, eligible states must submit the following documents to EPA:

A. INTENDED USE PLAN

The CWA section 606(c) and the SDWA section 1452(b) require states to prepare a plan identifying the intended uses of the funds in the SRF and describing how those uses support SRF goals. States have the flexibility to combine Intended Use Plans (IUPs) and Project Priority Lists (PPLs) for base funding and SA-HMW funding or submit separate IUPs and PPLs for both base and SA-HMW funding. If combined, states must construct the IUPs and PPLs to ensure that EPA and the public can clearly identify base- and SA-HMW-eligible projects, including identifying additional subsidization and funding amounts. The IUPs and PPLs must meet existing SRF requirements. Because of the SA-HMW's appropriations for particular purposes, and to be consistent with existing grant regulations and reporting requirements, states must submit separate grant applications for the SA-HMW appropriations in grants.gov. Projects can be co-funded with other SRF capitalization grants (e.g., base funds, Infrastructure Investment and Jobs Act (IIJA) general supplemental funds), and an existing IUP for the CWSRF or the DWSRF may be amended to reflect this new funding source. A supplemental IUP meeting all SRF requirements in Title VI of the CWA and accompanying regulations, or in SDWA section 1452 and accompanying regulations, as appropriate, will be required for approval of a grant award and release of funds. An IUP must contain the following:

³ 33 U.S.C. § 1384(c)(2); 42 U.S.C. § 300j-12(a)(1)(E).

1. List of Projects: Under CWA section 606(c)(1), the IUP must contain a list of publicly owned treatment works projects on the state's PPL, developed pursuant to section 216 of the CWA, that are eligible for SRF construction assistance. The IUP must also contain a list of the activities eligible under section 603(c) of the CWA, including the nonpoint source and national estuary protection activities that the state expects to fund from its SRF. The list must contain eligible projects for which the total cost of assistance requested is at least equal to the amount of the grant being applied for before a grant can be awarded.

SDWA section 1452(b)(3)(B) requires state IUPs to include a list of projects that are eligible for assistance under SDWA section 1452 and that are to be assisted pursuant to the plan (i.e., a PPL). This list must include: the name of the public water system,⁴ a description of the project, the priority assigned to the project, the expected terms of financial assistance, and the size of the community served. The IUP must contain a fundable list of projects for which the total cost of assistance requested is at least equal to the amount of the grant being applied for. The IUP must also contain a comprehensive list of projects that may receive DWSRF assistance in the future. A state may combine the fundable and comprehensive lists into one list provided that projects which are expected to receive assistance from available funds designated for use in the current IUP are identified.

Projects funded by SA-HMW are subject to the eligibility requirements described in section III below.

2. Additional Elements: Both the CWSRF and DWSRF IUPs must contain proposed assistance terms including interest rates, the short-term and long-term goals of the SRF, and a description of how the state will choose projects consistent with the purposes of the SA-HMW. The IUP must contain a description of the intended uses of the additional subsidization allowance described in section III.D. below. For the DWSRF, the IUP must describe set-aside funds to be taken, if any, and how those are consistent with the purposes of the SA-HMW.

3. Transfers: States choosing to transfer funds between either of the CWSRF and DWSRF capitalization grants received under the SA-HMW must state their intention in their IUP. Any transfers are subject to the statutory limits of the SRFs.⁵ Additionally, for SA-HMW capitalization grants, any transfer will be subject to the SA-HMW requirements as outlined in this memorandum. The use of the CWSRF appropriation for decentralized wastewater treatment systems is restricted to that particular purpose, and there is not a DWSRF appropriation available for this purpose. Therefore, funds cannot be transferred from or to the

⁴ Under the DWSRF, only privately owned and publicly owned community water systems and non-profit noncommunity water systems are eligible for funding. See 40 CFR 35.3520(a).

⁵ 42 U.S.C. § 300j-12 note.

CWSRF decentralized appropriation. States may not transfer SA-HMW appropriations to or from base appropriations.

4. Public Review and Comment: The IUP must contain a statement of how the state met the requirement of CWA section 606(c) or SDWA section 1452(b)(1) for public review and comment on the preparation of the IUP.

5. Draft IUPs for Purpose of Conditional Awards: Some states may complete a supplemental IUP but require additional time to complete public review or approval by boards or state governments. The Agency may award conditional grants to facilitate expeditious use of funds upon final public review and/or approval. To receive a conditional award, a draft IUP must be ready for public review and/or consideration by agency/state government bodies and include the information described above in sections II.A.1 and 2. The Region may conditionally approve the work plan and obligate the full amount of the award placing appropriate drawdown/payment restrictions for the portion of the work plan not yet approved.

6. IUPs for Purpose of Partial Awards: States with a project list less than the amount of funds they are eligible to receive under the SA-HMW may apply for a partial award. The IUP for a partial award must include the information described above in sections II.A.1, 2, and if applicable, II.A.3.⁶ EPA will only make a partial award for an amount equal to the total cost of the project list. An amended IUP including projects in an amount equal to the remaining funds available to the states under SA-HMW must be submitted by the state to EPA before the grant is amended to award the remaining funds. This may require submitting a revised grant application package to the regional grants office. Certain statutory requirements (e.g., additional subsidization and green project reserve) are calculated based on a percentage of the capitalization grant *awarded*. To comply with statutory requirements, states may not apply exclusively for the set-asides or the additional subsidization portion of the capitalization grant.

B. OTHER APPLICATION COMPONENTS

1. SF-424 Application for Federal Assistance, with original signature, including:
 - a. SF-424A, Budget by categories and indirect cost rate
 - b. SF-424B, Assurances for non-construction programs
2. Certification regarding lobbying and SF-LLL (applicable if EPA funds are over \$100,000)
3. EPA Form 4700-4 pre-award compliance review report
4. Detailed itemized budget
5. Copy of negotiated indirect cost rate agreement

⁶ The amount of the total DWSRF capitalization grant, including any portion awarded for set-aside activities, determines the amount of funds that can be reserved and transferred. Funds may be transferred between the CWSRF and DWSRF on a net basis, as long as the statutory 33% ceiling is not breached. See 42 U.S.C. § 300j-12 note. For more details on inter-SRF transfers, see the [SRF Transfer Policy](#).

6. Key contacts form
7. Attorney General's opinion, as required by 40 CFR § 35.3110(d)(2), and 40 CFR § 35.3545(d)
8. If applicable, workplans for set asides

III. SUMMARY OF SA-HMW PROVISIONS

All statutory requirements for the SRFs (e.g., Davis-Bacon, American Iron and Steel), as well as guidance or regulations issued by EPA for the implementation of the CWSRF and DWSRF programs apply unless they are inconsistent with the SA-HMW, the capitalization grant conditions, or the requirements contained in this document. Below are the SA-HMW-specific implementation elements:

A. Funding Amount: Under SA-HMW, Congress appropriated \$3.085 billion to the SRFs: a \$3 billion portion to the CWSRF and DWSRF to eligible states in EPA Regions 3, 4, and 9, and an \$85 million portion exclusively to the CWSRF to eligible states in EPA Regions 3 and 4.

For the \$3 billion in SRF funds to eligible states in Regions 3, 4, and 9:

As authorized by the Act, EPA will retain \$5 million of this appropriation for management and oversight. The remaining \$2.995 billion is available for additional capitalization grants to the eligible states pursuant to Title VI of the CWA and SDWA section 1452: \$1,227,950,000 to CWSRF and \$1,767,050,000 to the DWSRF.

For the \$85 million for CWSRF decentralized funds to eligible states in Regions 3 and 4:

As authorized by the Act, EPA will retain \$3 million of this appropriation for management and oversight. The remaining \$82 billion is available for additional capitalization grants to the eligible states pursuant to Title VI of the CWA.

B. Eligible Recipients: The SA-HMW contains the following provisions:

For the \$3 billion in SRF funds to eligible states in Regions 3, 4, and 9:

Provided, That notwithstanding section 604(a) of the Federal Water Pollution Control Act and section 1452(a)(1)(D) of the Safe Drinking Water Act, funds appropriated under this paragraph in this Act shall be provided to States or territories in EPA Regions 3, 4, and 9 in amounts determined by the Administrator of the Environmental Protection Agency for wastewater treatment works and drinking water facilities impacted by Hurricanes Helene and Milton and Hawai'i wildfires...

For the \$85 million for CWSRF decentralized funds to eligible states in Regions 3 and 4:

Provided, That notwithstanding section 604(a) of the Federal Water Pollution Control Act, funds appropriated under this paragraph in this Act shall be provided to States or territories in EPA Regions 3 and 4 impacted by Hurricanes Helene and Milton in amounts

determined by the Administrator of the Environmental Protection Agency to improve the resilience of decentralized wastewater treatment systems to flooding, to assess the potential to connect homes served by decentralized wastewater treatment systems to centralized wastewater systems, and to fund such connections

Consistent with other SRF appropriations for emergency and disaster relief, for the SA-HMW, Congress specifically exempted EPA from using the SRF allotment formulas in the CWA and SDWA. Furthermore, the SA-HMW funds are restricted to impacted states in specific EPA Regions that were impacted by the named disasters. For the eligible states, EPA determined that the funds will be allotted in proportion to the state-by-state needs estimates submitted to Congress.

The appropriated total dollar amount is lower than the estimated damage to water systems in these states, so EPA calculated the allotment in a pro rata manner. Charts containing state-by-state allotment amounts are in Attachments 1 and 2.

For the \$3 billion in SRF funds, an eligible entity is any otherwise CWSRF- or DWSRF-eligible entity, as applicable, within an eligible state that was damaged, demonstrates impact, or had a loss or disruption of a mission-essential function, including loss of function where there was potential impact to public health, caused by the listed natural disasters.

For the \$85 million in CWSRF decentralized funds, an eligible entity is any otherwise CWSRF-eligible entity within a state within EPA Regions 3 and 4 impacted by Hurricanes Helene and Milton.

C. Eligible Use of Funds: The SA-HMW contains the following provision:

For the \$3 billion in SRF funds to eligible states in Regions 3, 4, and 9:

Provided further, That the funds appropriated under this paragraph in this Act shall be used for eligible projects whose purpose is to reduce flood or fire damage risk and vulnerability or to enhance resiliency to rapid hydrologic change or natural disaster at treatment works, as defined by section 212 of the Federal Water Pollution Control Act, or any eligible facilities⁷ under section 1452 of the Safe Drinking Water Act, and for other eligible tasks at such treatment works or facilities necessary to further such purposes...

This provision defines the scope of eligible activities authorized under the SA-HMW by restricting the eligible uses of both the CWSRF and DWSRF program funds. For an activity to be

⁷ Per 40 CFR 35.3520(a)(1), eligible drinking water facilities are privately and publicly owned community water systems and non-profit non-community water systems.

eligible under the SA-HMW, it must be otherwise SRF eligible *and* serve one or more of the following purposes:

- Reduce flood or fire damage risk and vulnerability at treatment works as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA
- Enhance resiliency to rapid hydrologic change or natural disaster at treatment works as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA

For the \$85 million for CWSRF decentralized funds to eligible states in Regions 3 and 4 the SA-HMW contains the following provision regarding the use of funds:

...[T]o improve the resilience of decentralized wastewater treatment systems to flooding, to assess the potential to connect homes served by decentralized wastewater treatment systems to centralized wastewater systems, and to fund such connections...

This provision defines the scope of eligible activities authorized under the SA-HMW by restricting the eligible uses of the CWSRF funds provided under this appropriation. For an activity to be eligible under the SA-HMW CWSRF decentralized funding, it must be otherwise CWSRF eligible and serve on or more of the following purposes specified in the appropriation:

- Improve the resilience of decentralized wastewater treatment systems to flooding
- Assess the potential to connect homes served by decentralized wastewater treatment systems to centralized wastewater systems
- Fund connections from homes served by decentralized wastewater treatment systems to centralized wastewater treatment systems

See a detailed example list of eligible activities in Attachment 3. If a state wishes to fund an activity *not* listed in Attachment 3, the state must explain in its IUP how the proposed project addresses the abovementioned purposes in the appropriation.

D. Additional Subsidization: The SA-HMW contains the following provisions:

For the \$3 billion in SRF funds to eligible states in Regions 3, 4, and 9:

Provided further, That notwithstanding the requirements of section 603(i) of the Federal Water Pollution Control Act and section 1452(d) of the Safe Drinking Water Act, for the funds appropriated under this paragraph in this Act, each State shall use not less than 30 percent of the amount of its capitalization grants to provide additional subsidization to eligible recipients in the form of forgiveness of principal, negative interest loans or grants, or any combination of these...

Therefore, each state must use at least 30 percent of its capitalization grant awarded from this appropriation to provide additional subsidization, as described above. States may use more.

Eligible Forms of Additional Subsidy: As described in the appropriation, the following are eligible forms of additional subsidy for these funds:

- a. *Principal Forgiveness:* The principal forgiveness amount must be included in the loan agreement for the amount forgiven to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the amount of principal forgiven.
- b. *Negative Interest Loans:* A negative interest loan is a loan for which the rate of interest is such that the total payments over the life of the loan are less than the principal of the loan. The negative interest rate must be included in the loan agreement at the time of execution to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the difference between the principal of the loan and the total payments expected over the life of the loan.
- c. *Grants:* The grant must be provided at the time of assistance agreement execution to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the total grant amount included in the agreement. Note that grant recipients under this provision are considered “subgrantees” for the purposes of EPA’s grant regulations as detailed below in section IV.D.

For the \$85 million for CWSRF decentralized funds to eligible states in Regions 3 and 4:

Provided further, That notwithstanding the requirements of section 603(i) of the Federal Water Pollution Control Act, for the funds appropriated under this paragraph in this Act, each State shall use 100 percent of the amount of its capitalization grants to provide additional subsidization to eligible recipients in the form of forgiveness of principal, grants, negative interest loans, other loan forgiveness, and through buying, refinancing, or restructuring debt or any combination thereof..

Each state must use 100 percent of its capitalization grant awarded from this appropriation to provide additional subsidization, as described above.

Eligible Forms of Additional Subsidy: As described in the appropriation, the following are eligible forms of additional subsidy for these funds:

- a. *Principal Forgiveness:* The principal forgiveness amount must be included in the loan agreement for the amount forgiven to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the amount of principal forgiven.
- b. *Negative Interest Loans:* A negative interest loan is a loan for which the rate of interest is such that the total payments over the life of the loan are less than the principal of the loan. The negative interest rate must be included in the loan agreement at the time of execution to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the difference between the principal of the loan and the total payments expected over the life of the loan.

- c. *Grants*: The grant must be provided at the time of assistance agreement execution to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the total grant amount included in the agreement. Note that grant recipients under this provision are considered “subgrantees” for the purposes of EPA’s grant regulations as detailed below in section IV.D.
- d. *Pre-Award Costs*: States may offer other loan forgiveness or buy, refinance, or restructure debt. Any debt or loan that is forgiven, purchased, refinanced, or restructured must have been for SA-HMW eligible expenses. The amount counted against the requirement is the total amount of debt or loan forgiven or purchased, including eligible transaction fees. For restructuring or refinancing loans or debt, the total amount counted against the requirement is the difference between the amount previously owed and the new amount owed, including any transaction fees.

E. State Match: The SA-HMW contains the following provisions:

For the \$3 billion in SRF funds to eligible states in Regions 3, 4, and 9:

Provided further, That the funds provided under this paragraph in this Act shall not be subject to the matching or cost share requirements of section 1452(e) of the Safe Drinking Water Act: *Provided further*, That funds provided under this paragraph in this Act shall not be subject to the matching or cost share requirements of sections 602(b)(2), 602(b)(3), or 202 of the Federal Water Pollution Control Act...

This language means that the requirements in sections 602(b)(2), 602(b)(3), and 202 of the CWA as well as section 1452(e) of the SDWA for states to provide match do not apply for the SA-HMW capitalization grants.

For the \$85 million for CWSRF decentralized funds to eligible states in Regions 3 and 4:

Provided further, That funds appropriated under this paragraph in this Act shall not be subject to the matching or cost share requirements of sections 602(b)(2), 602(b)(3), or 202 of the Federal Water Pollution Control Act...

This language means the requirements in sections 602(b)(2), 602(b)(3), and 202 of the CWA for states to provide match do not apply for the SA-HMW capitalization grants.

F. DWSRF Administration and Other Set-Aside Funds: At their discretion, states may take set-asides from the SA-HMW capitalization grant, consistent with the set-aside types authorized under Section 1452 of SDWA. The set-asides must be used to support the purposes of SA-HMW: to support the reduction of flood or fire damage risk and vulnerability or to enhance resiliency to rapid hydrologic change or natural disasters at treatment works or water systems.

Example eligible set-aside activities include, but are not limited to:

- a. Using the DWSRF Administration and Technical Assistance set-aside under section 1452(g)(2)(A) of SDWA (the greatest of 4 percent, \$400,000, or 1/5th percent of the current valuation of the fund) to fund salaries of employees working on SA-HMW, based upon the amount of time spent on SA-HMW implementation, and to provide resiliency-related technical assistance to water systems impacted by the named hurricanes or wildfires.
- b. Using the DWSRF's 2 percent Small System Technical Assistance set-aside under section 1452(g)(2)(C) of SDWA to provide resiliency-related technical assistance to small water systems impacted by the named hurricanes or wildfires.

G. CWSRF Administration and Technical Assistance Funds: An eligible use of CWSRF funds includes reasonable costs for CWSRF administration, consistent with CWA section 603(d)(7). The maximum annual amount of CWSRF funds (not including any fees collected that are placed in the fund) that may be used to cover the reasonable costs of administering the fund (i.e., all IJJA, SA-HMW, and base appropriations) is the greatest of the following: an amount equal to 4% of all grant awards to the fund received by a state CWSRF (less any amounts that have been used in previous years to cover administrative expenses) for the fiscal year; \$400,000; or 1/5 percent of the current valuation of the fund. The SA-HMW did not alter these options or the calculation of available administrative funds and verification procedures already in place.

In addition, states may use up to an amount equal to 2% of the SA-HMW CWSRF capitalization grant for the purpose of hiring staff, nonprofit organizations, or regional, interstate, or municipal entities to assist rural, small, and tribal publicly owned treatment works. The form of that assistance is flexible and could include, but is not limited to, community outreach, technical evaluation of wastewater solutions, preparation of applications, preliminary engineering reports, and financial documents necessary for receiving SRF assistance.

IV. OTHER APPLICABLE PROVISIONS

- A. Equivalency:** SA-HMW funds are federal funds and therefore equivalency requirements apply to projects funded by SA-HMW capitalization grant(s).⁸ Projects funded through the base or other SRF programs cannot be used to meet the equivalency requirements of the SA-HMW capitalization grants.
- B. Reporting:** Transparency and consistency are of the utmost importance to ensure that the funds are being used effectively and efficiently. States must use EPA's SRF Data System to report key SA-HMW project characteristics and milestone information no less than quarterly. EPA recommends that project data be entered into the reporting systems as soon as agreements are

⁸ The Build America, Buy America (BABA) Act requirements do not apply to SA-HMW funding. See section IV.E. Build America, Buy America for more information.

signed with assistance recipients. Additional reporting may be required through the terms and conditions of the grant award.

The Federal Funding Accountability and Transparency Act of 2010 (FFATA) requires SRF programs to report on recipients that received federal dollars in the FFATA Subaward Reporting System ([SAM.gov/fdrs](https://sam.gov/fdrs)). For more information, see [Clarification of Federal Funding Accountability and Transparency Act Reporting Requirements in the State Revolving Fund Programs](#), November 2023.

- C. **Cash Draws:** Disbursements for projects funded by SA-HMW must *not* be drawn from other open SRF capitalization grants unless the projects are jointly funded by the SA-HMW and other SRF funding sources. Funds must be expended in a timely and expeditious manner.

- D. **Laws, Regulations, and Requirements for Assistance Agreements in the Form of Grants:** The SA-HMW allows state CWSRF and DWSRF programs to provide grants to eligible assistance recipients. States should be aware that SRF assistance recipients that receive a grant are legally considered “subrecipients” for the purposes of Office of Management and Budget’s (OMB’s) grant regulations at 2 CFR Part 200 et. seq. In other words, assistance recipients receiving additional subsidization in the form of a grant are subject to additional cross-cutting federal requirements than those receiving other forms of additional subsidization. EPA’s subaward policy describes the requirements and procedures for Grants Management Offices and Program Offices in making determinations regarding subrecipient eligibility, overseeing pass-through entity monitoring and management of subawards, and authorizing fixed amount subawards under 2 CFR 200.331, 200.332, and 200.333, respectively.

Note that the use of a grant as an additional subsidization instrument does not change the established CWSRF and DWSRF cash draw rules. The assistance recipient must first incur a cost associated with an executed assistance agreement for the state CWSRF and DWSRF to have the authority to draw capitalization grant funds from the Department of the Treasury and disburse those funds to the assistance recipient.

State SRF managers can find more information in the memorandum, [Understanding State Revolving Fund Additional Subsidy as a Grant](#), July 2022.

- E. **Build America, Buy America:** The Build America, Buy America (BABA) Act requirements do not apply to SA-HMW funding pursuant to the exception under section 70912(4)(B), which states that BABA does not apply to “expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.” Per OMB’s BABA regulations at 2 CFR 184.8(b), “pre and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are: (1) authorized by statutes other than the Stafford Act, 42 U.S.C. §§ 5121 et seq., and (2) made in anticipation of or response to an

event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, id. § 5122(1),(2).⁹

V. EPA Oversight

EPA plans to amend its annual review guidance¹⁰ and checklists, as needed, to incorporate oversight of this supplemental funding. Regions will perform SA-HMW project file reviews (in addition to those for the base and other supplemental programs) and SA-HMW transactions will be incorporated into the statistical sample of draws. During the on-site reviews, Regions should discuss ongoing implementation of SA-HMW funding with the states and document observations, findings, and/or corrective actions in the Program Evaluation Report (PER). This ensures that the SRF programs are successfully meeting critical programmatic and fiduciary oversight responsibilities.

VI. Conclusion

Please provide this memorandum to the states prior to grant award to ensure that the applicant is aware of the applicable statutory requirements before the grant is awarded. Additionally, continue discussions with the states on their plans to implement the SA-HMW.

You may contact us with questions or have your staff contact Matthew Link in the CWSRF program at Link.Matthew@epa.gov or Bizzy Berg in the DWSRF program at Berg.Bizzy@epa.gov.

ATTACHMENTS

1. SA-HMW SRF Allotments
2. SA-HMW CWSRF Decentralized Allotments
3. Projects Eligible Under the SA-HMW

⁹ On August 10, 2023, the President issued an emergency declaration under the Stafford Act for the State of Hawaii due to the emergency conditions resulting from wildfires. The President issued an emergency declaration under the Stafford Act due to emergency conditions resulting from Tropical Storm/Hurricane Helene for the State of North Carolina on September 25, 2024, the State of Florida on September 28, 2024, the State of South Carolina on September 29, 2024, the State of Georgia on September 30, 2024, the Commonwealth of Virginia on October 1, 2024, and the State of Tennessee on October 2, 2024. The President issued an emergency declaration under the Stafford Act due to emergency conditions resulting from Hurricane Milton for the State of Florida on October 11, 2024, and for the Seminole Tribe of Florida on November 5, 2024.

¹⁰ Notice: The SRF annual review guidance documents are EPA internal guidelines to help the regions effectuate statutory and regulatory requirements for the annual review and are not binding requirements on recipients of financial assistance.

ATTACHMENT 1

SA-HMW SRF Allotments

Distribution of Clean Water & Drinking Water SRF Allotments			
Based on Appropriation of \$3,000,000,000			
State	CWSRF	DWSRF	Total
Florida	\$806,392,000	\$844,671,000	\$1,651,063,000
Georgia	\$124,892,000	\$359,487,000	\$484,379,000
Hawai'i	\$22,409,000	\$68,282,000	\$90,691,000
North Carolina	\$253,681,000	\$409,422,000	\$663,103,000
South Carolina	\$3,102,000	\$17,771,000	\$20,873,000
Tennessee	\$8,167,000	\$44,262,000	\$52,429,000
Virginia	\$9,307,000	\$23,155,000	\$32,462,000
Total Funds Available to States	\$2,995,000,000		
<u>National Set-Asides</u>			
National Administrative Set Aside	\$5,000,000		
Total SRF Appropriation	\$3,000,000,000		

ATTACHMENT 2

SA-HMW CWSRF Decentralized Allotments

Distribution of Clean Water SRF Decentralized Allotments	
Based on Appropriation of \$85,000,000	
State	CWSRF Decentralized
Florida	\$35,950,000
Georgia	\$8,956,000
North Carolina	\$22,510,000
South Carolina	\$9,404,000
Tennessee	\$3,524,000
Virginia	\$1,656,000
Total Funds Available to States	\$82,000,000
<u>National Set-Asides</u>	
National Administrative Set Aside	\$3,000,000
Total SRF Appropriation	\$85,000,000

ATTACHMENT 3

Projects Eligible under the SA-HMW

Clean Water SRF

If a project is not specifically listed below, states must explain in their IUP how the project addresses the purposes outlined in section III.C. of this memorandum.

- I. **Projects that prevent interruption of collection system operation in the event of a flood or natural disaster, including but not limited to:**
 - a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., batteries, switch boxes) that service pump stations or other distribution system facilities
 - b. Replacement of damaged equipment with equipment that can reduce the energy consumption needs for publicly owned treatment works (§1383(c)(8)) or reduce the demand for publicly owned treatment works capacity through water conservation, efficiency, or reuse (§1383(c)(6)).
 - c. Physical “hardening” or waterproofing of pumps and electrical equipment at pump stations and other components of collection systems (including storage facilities and associated equipment) through upgrade or replacement, including:
 - Installation of submersible pumps
 - Waterproofing electrical components (e.g., pump motors)
 - Waterproofing circuitry
 - Dry floodproofing/sealing of structure to prevent floodwater penetration
 - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)
 - d. Relocation of pump stations or other collection system facilities to less flood prone areas
 - e. Installation of physical barriers around pump stations or other collection system facilities (e.g., levees or dikes)
 - f. Correction of significant infiltration and inflow problems that increase the likelihood of sewer backups or flooding of a treatment works
 - g. Separation of combined sewers that will result in a reduced risk of flooding of the collections system and/or treatment works
 - h. Installation/construction of redundant collection system components and equipment
 - i. Regionalization project that enables diversion of wastewater flows to an alternate system for emergency wastewater collection and treatment services
 - j. SCADA system projects to allow remote or multiple system operation locations
 - k. Construction or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the collection system
 - Green infrastructure that reduces flood risk by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention

infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection

- Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees
- Floodwater pumping systems
- Flood water channels/culverts, physical barriers, and retention infrastructure

II. Projects that prevent floodwaters from entering a treatment works, including but not limited to:

- a. Installation of physical barriers around a facility (e.g., levees or dikes around the facility to prevent flooding)
- b. Relocation of facilities to less flood prone areas
- c. Construction or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the treatment works
 - Green infrastructure that reduces the risk of flooding by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection
 - Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees
 - Floodwater pumping systems
 - Flood water channels/culverts, physical barriers, and retention infrastructure

III. Projects that maintain the operation of a treatment works and the integrity of the treatment train in the event of a flood or natural disaster, including but not limited to:

- a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., batteries, switch boxes) that service pump stations or other distribution system facilities
- b. Replacement of damaged equipment with more energy efficient equipment
- c. Physical “hardening” or waterproofing of pumps and electrical equipment at treatment works through upgrade or replacement, including:
 - Installation of submersible pumps
 - Waterproofing electrical components (e.g., pump motors)
 - Waterproofing circuitry
 - Dry floodproofing/sealing of structure to prevent floodwater penetration
 - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)
- d. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures
- e. Installation of physical barriers around individual treatment processes

- Flood walls around treatment tanks
 - Elevated walls or capping of treatment tanks
- f. Installation of larger capacity storage tanks
- Installation of larger capacity chemical storage tanks for continued treatment in absence of delivery service
 - Installation of larger capacity fuel storage tanks for back-up generators
 - Construction of storage tanks at treatment works to store overflows for future treatment
- g. Installation/construction of redundant components and equipment
- h. SCADA system projects to allow remote or multiple system operation locations
- IV. Projects that preserve and protect treatment works equipment in the event of a flood or natural disaster, including but not limited to:**
- a. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures
- b. Prevention of saltwater damage to materials and equipment
- Installation of salt water resistant chemical storage tanks
 - Installation of salt water resistant fuel storage tanks
 - Installation of salt water resistant equipment and appurtenances
- V. Planning projects that assess a treatment works' vulnerability to flood damage or that analyze the best approach to integrate system and community sustainability/resiliency priorities in the face of a variety of uncertain futures including natural disasters and more frequent and intense extreme weather events, provided the planning work is reasonably expected to result in a capital project, including but not limited to:**
- a. Risk/vulnerability assessments considering recent floodplain maps and projected sea level rise
- b. Alternatives analysis
- c. Asset Management Plans
- d. Emergency Preparedness, Response, and Recovery Plans
- VI. Projects that assess, prepare for, protect, or mitigate damage to treatment works or collection system from wildfires, including but not limited to:**
- a. Risk/vulnerability assessments considering recent wildfire hazard maps
- b. Emergency Preparedness, Response, and Recovery Plans considering wildfire potentials
- c. Maintain emergency generators at key facilities to help mitigate widespread power outages
- d. Practice mechanical thinning, weed control, selective harvesting, controlled burns and creation of fire breaks on utility managed property
- e. Create a zone of defensible space for utility equipment and facilities (e.g., structures, supports to wires and transformers); keep intakes clear of debris
- f. Install manual or automatic irrigation systems to provide wetting of components and groundcover for vulnerable areas (e.g., chemical storage, control equipment buildings)

- g. Installation of fire-resistant building materials
- h. Purchase of fire suppression equipment and fire safety kits as key components of emergency response equipment

Clean Water SRF Decentralized Funds

If a project is not specifically listed below, states must explain in their IUP how the project addresses the purposes outlined in section III.C. of this memorandum

I. Projects that protect decentralized wastewater treatment systems from rising waters

- a. Anchor all buoyant components (e.g., fiberglass tanks, air-filled textile filters, pump basins, etc.) to prevent floating during flood events.
- b. Properly grade and slope areas around septic system components to reduce flood scouring.
- c. Brace septic system components properly to withstand saturated soil conditions.
- d. Plant resilient native plants with shallow root systems to hold soils and prevent erosion near drainfields.
- e. Elevate all electrical components above base flood elevation.
- f. Add artificial buffers or swales, curtain drains, and fill caps to protect infrastructure and divert excess water away from decentralized systems.
- g. Install backflow valves to prevent return flow and protect property from sewage backups.

II. Projects that protect decentralized wastewater treatment systems from power risks associated with flooding

- a. Install backup power systems/connections to ensure that systems remain operational during power outages.
- b. Install power shutoffs for emergency situations.

III. Projects that reduce the risk of decentralized wastewater treatment system failure associated with flooding

- a. Install measures that reduce the amount of wastewater entering the decentralized treatment system.

IV. Projects that increase decentralized wastewater system capacity to handle flood risks

- a. Install additional drain lines, larger septic tanks, and holding tanks.
- b. Elevate drainfields to create more vertical separation distance (e.g., a mound system) or install alternative dispersion for drainfields (e.g., shallow pressurized drainfields or drip dispersal) allowing decentralized systems to return to normal operation more quickly after a flood event.

V. Consolidation of decentralized wastewater treatment systems to reduce flood risk

- a. Install cluster systems to consolidate treatment and dispersal off-lot in a site that is more resilient (e.g., less flood risk, better soil conditions or terrain).
- b. Design and install shared cluster systems to pool financial resources so that resilient features and management practices can be incorporated.
- c. Integrate advanced treatment options into cluster systems to generate treated wastewater for reuse (e.g., membrane technologies)

VI. Planning projects that assess the potential to connect homes served by decentralized wastewater treatment systems to centralized wastewater systems due to vulnerability to flood damage or that analyze the best approach to integrate system and community sustainability/resiliency priorities in the face of a variety of uncertain futures including natural disasters and more frequent and intense extreme weather events, provided the planning work is reasonably expected to result in a capital project, including but not limited to:

- a. Feasibility studies to connect homes served by decentralized treatment systems to centralized treatment systems
- b. Risk/vulnerability assessments considering recent floodplain maps and projected sea level rise
- c. Alternatives analysis
- d. Asset Management Plans
- e. Emergency Preparedness, Response, and Recovery Plans

VII. Projects that make connections from homes served by decentralized wastewater treatment systems to centralized wastewater treatment systems

- a. Installation/construction of collection system components and equipment
- b. Decommissioning of decentralized wastewater systems so that they no longer pose risks to human health and the environment

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Drinking Water SRF

If a project is not specifically listed below, states must explain in their IUP how the project addresses the purposes outlined in section III.C. of this memorandum.

- I. **Projects that prevent interruption of water distribution system operation in the event of a flood or natural disaster, including but not limited to:**
 - a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., batteries, switch boxes) that service pump stations or other distribution system facilities
 - b. Purchase of mobile laboratory equipment for use during emergencies
 - c. Replacement of damaged equipment with more energy efficient equipment
 - d. Physical “hardening” or waterproofing of pumps and electrical equipment at pump stations and other components of distribution systems (including storage facilities and associated equipment) through upgrade or replacement, including:
 - Waterproofing electrical components (e.g., pump motors)
 - Waterproofing circuitry
 - Dry floodproofing/sealing of structure to prevent floodwater penetration
 - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage-resistant windows, storm shutters)
 - e. Relocation of pump stations or other distribution system facilities to less flood prone areas
 - f. Installation of physical barriers around pump stations or other distribution system facilities (e.g., levees or dikes)
 - g. Installation/construction of redundant distribution system components and equipment
 - h. Construction of interconnections with neighboring water systems which could provide an emergency water supply
 - i. SCADA system projects to allow remote or multiple system operation locations
 - j. Construction or installation of flood attenuation, diversion, and retention infrastructure associated with an otherwise eligible drinking water project that protects the distribution system
 - Green infrastructure that reduces the risk of flooding by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection
 - Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees
 - Floodwater pumping systems
 - Flood water channels/culverts, physical barriers, and retention infrastructure
- II. **Projects that prevent floodwaters from entering a treatment plant or well house, including but not limited to:**

- a. Installation of physical barriers around a facility (e.g., levees or dikes around the facility to prevent flooding)
- b. Relocation of facilities to less flood prone areas
- c. Construction or installation of flood attenuation, diversion, and retention infrastructure associated with an otherwise eligible drinking water project that protects the treatment plant
 - Green infrastructure that reduces the risk of flooding by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection
 - Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees
 - Floodwater pumping systems
 - Flood water channels/culverts, physical barriers, and retention infrastructure

III. Projects that maintain the operation of a drinking water treatment plant, intake or well in the event of a flood or natural disaster, including but not limited to:

- a. Installation of back-up energy supply or alternative energy sources (e.g., batteries, switch boxes) and/or hardening of existing connections to the power grid
- b. Replacement of damaged equipment with more energy efficient equipment
- c. Physical “hardening” or waterproofing of pumps and electrical equipment at pump stations and other components of distribution systems (including storage facilities and associated equipment) through upgrade or replacement, including:
 - Waterproofing electrical components (e.g., pump motors)
 - Waterproofing circuitry
 - Dry floodproofing/sealing of structure to prevent floodwater penetration
 - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage-resistant windows, storm shutters)
- d. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures
- e. Installation of physical barriers around individual treatment processes
 - Flood walls around treatment tanks
 - Elevated walls or capping of treatment tanks (e.g., tanks, vaults)
- f. Installation of larger capacity storage tanks
 - Installation of larger capacity chemical storage tanks for continued treatment in absence of delivery service
 - Installation of larger capacity fuel storage tanks for back-up generators
 - Installation of larger capacity water storage facilities (e.g., raw water reservoirs, backwash tanks, contact basins)
- g. Installation/construction of redundant distribution system components and equipment
- h. SCADA system projects to allow remote or multiple system operation locations

- IV. Projects that preserve and protect water system equipment in the event of a flood or natural disaster, including but not limited to:**
- a. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structure
 - b. Prevention of saltwater damage to materials and equipment
 - Installation of salt water resistant chemical storage tanks
 - Installation of salt water resistant fuel storage tanks
 - Installation of salt water resistant equipment and appurtenances
- V. Planning projects that assess a treatment works' vulnerability to flood damage or that analyze the best approach to integrate system and community sustainability/resiliency priorities in the face of a variety of uncertain futures including natural disasters and more frequent and intense extreme weather events, provided the planning work is reasonably expected to result in a capital project, including but not limited to:**
- a. Risk/vulnerability assessments considering recent floodplain maps and projected sea level rise
 - b. Alternatives analysis
 - c. Asset Management Plans
 - d. Emergency Preparedness, Response, and Recovery Plans
- VI. Projects that assess, prepare for, protect, or mitigate damage to drinking water plant or well house or water distribution system from wildfires, including but not limited to:**
- a. Risk/vulnerability assessments considering recent wildfire hazard maps
 - b. Emergency Preparedness, Response, and Recovery Plans considering wildfire potentials
 - c. Installation of shut-off valves so that damaged sections of pipeline can be isolated
 - d. Take actions to protect the "backbone" of water distribution network including key conduits, transmission mains, critical facilities, reservoirs and tanks
 - e. Maintain emergency generators at key facilities to help mitigate widespread power outages
 - f. In the wake of wildfires, install sensors upstream of the reservoir to monitor the amount of debris and sediment coming down the river, allowing utility to shut down its treatment plant before flash floods could cause damage; monitor raw water quality to adjust treatment, as necessary; resize culverts to handle increased flow
 - g. Practice mechanical thinning, weed control, selective harvesting, controlled burns and creation of fire breaks on utility managed property
 - h. Create a zone of defensible space for utility equipment and facilities (e.g., wellheads, structures, supports to wires and transformers); keep intakes clear of debris
 - i. Install manual or automatic irrigation systems to provide wetting of components and groundcover for vulnerable areas (e.g., chlorine storage, control equipment buildings)
 - j. Installation of fire-resistant building materials
 - k. Purchase of fire suppression equipment and fire safety kits as key components of emergency response equipment

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Appendix F
CWSRF Request for Inclusion with Priority Scoring Criteria

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Florida Department of Environmental Protection

REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

Clean Water State Revolving Fund Program
3900 Commonwealth Blvd., MS 3505, Tallahassee, FL 32399-3000

Process to receive a State Revolving Fund (SRF) Loan. This Request for Inclusion (RFI) form, Form RFI 1 per subsection 62-503.200(33), F.A.C., lets us know that you are interested in obtaining an SRF loan. Each RFI will be assigned a project engineer to assist you throughout the SRF funding process. The information contained in the RFI is used to determine a priority score for your project; and the priority score is used to rank projects on the SRF priority list. Only projects ranked on the fundable portion of the priority list will receive consideration for a loan. Your project engineer will assist you in understanding all program requirements necessary before you are asked to submit a loan application, Form Application 1 or Form Application 2 per paragraph 62-503.430(1)(a), F.A.C. Please note that costs incurred before the adoption of the project on the fundable or waiting portion of the priority list are ineligible for reimbursement.

Type of Loan Requested in this Application. Select only one loan category and project type.

Loan Category: Planning Design Inflow/Infiltration Rehabilitation Construction

Project Type: Design/Bid/Build Design/Build (D/B) Construction Manager at Risk (CMR)

Note: Procurement of professional services must meet the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, F.S.

1. Applicant's Name and Address.

Project Sponsor: _____ Contact Person: _____ Title: _____

(street address) (city) (county) (state) (zip code)

(telephone) (ext.) (email address)

Contact Person Address (if different): _____
(street address) (city) (state) (zip code)

2. Name and Address of Applicant's Consultant (if any).

Firm: _____ Contact Person: _____ Title: _____

(street address) (city) (county) (state) (zip code)

(telephone) (ext.) (email address)

3. Certification by Authorized Representative.

I certify that this form and attachments have been completed by me or at my direction and that the information presented herein is, to the best of my knowledge, accurate.

(email address) (date)

(name, typed) (title)

(signature)

REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

4. Eligible Projects.

- a. Stormwater management facilities, such as detention/retention facilities, treatment facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).
- b. Wastewater management facilities, such as sewers, pump stations, treatment plants, reuse facilities, sludge facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).
- c. Nonpoint source pollution control best management practices for agriculture, silviculture, on-site treatment and disposal, wetlands, mining, marinas, brownfields or groundwater protection sponsored by any entity (eligible under Section 319 or 320 of the amended Clean Water Act).

5. Project Information (Please attach).

- a. Describe the project, its location, the scope, why it's needed and the environmental benefit.
- b. Attach maps showing system boundaries, existing and proposed service area, and project area.

6. Estimated Costs (Clean Water Act Section 212, 319, and 320).

- a. Planning and/or SSES including geotechnical studies and surveying _____
- b. Design _____
- c. Special Studies including feasibility studies _____
- d. Eligible Land (necessary land divided by total land times purchase price) _____
- e. Construction, Equipment, Materials, Demolition and Related Procurement _____
- f. Construction Contingency (10% of Item e) _____
- g. Technical Services during Construction _____
- h. Sum of Items a. through g. _____

7. Project Schedule.

(Month and Year)

- a. Submit the planning or SSES documentation _____
- b. Submit the design documents, obtain permits, and acquire sites (as necessary) _____
- c. Start activity (such as construction or non-structural best management practice) _____
- d. Complete activity (such as construction or non-structural best management practice) _____

8. Population

- a. Population served by the system _____
- b. Population to be served by the project _____

9. Project Priority

- a. Baseline Priority Categorization.

In the Table below, identify each of the project components for which the project qualifies and provide the component's construction cost. The baseline priority score (BPS) will be determined by prorating each component. The project sponsor must provide documentation that supports the selection of a base priority score of 350 points or greater.

REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

<u>Project Component</u>	<u>Priority Points</u>	<u>Component Construction Cost</u>
1. Eliminate a documented acute or chronic public health hazard. Examples include elimination of failing septic tanks, failing package plants, or elimination of sanitary sewer overflows.	500 points	_____
2. Implement a project included in, or to be implemented as a direct result of, an adopted Basin Management Action Plan or a Reasonable Assurance Plan approved pursuant to section 403.067, F.S.	450 points	_____
3a. Protect surface or ground water by preventing or reducing a documented source of pollution, pollution reductions necessary to meet regulatory requirements; or		
3b. Projects or activities by local governments or on-site system management entities, under section 319 of the Act, that correct septic tank failures in springsheds of first magnitude springs; or correct septic tank contributions to nutrient impaired spring systems.	400 points	_____
4. Address a compliance problem documented in an enforcement action where the Department has issued a notice of violation or entered a consent order with the project sponsor.	375 points	_____
5. Meet the criteria for a Green Project; correct excessive inflow/infiltration or other issues within the collection and transmission system that cause sanitary sewer overflows; scheduled rehabilitation; replacement; repair described in an approved asset management plan; or reuse that replaces an existing or proposed demand on a water supply.	350 points	_____
6. Planning and design loans; projects for the installation of wastewater transmission facilities to be constructed concurrently with other construction projects occurring within or along a transportation facility right-of-way; or for rehabilitation, replacement or repair not included in an approved asset management plan.	340 points	_____
7. Projects that construct other reclaimed water systems or residuals reuse systems that do not meet the criteria of component 5. above.	300 points	_____
8. Ensure compliance with other enforceable standards or requirements.	200 points	_____
9. Timely submitted projects that otherwise meet the requirements of the Act (including land or wastewater system acquisition projects).	100 points	_____
b. Restoration and Protection of Special Water Bodies.		
In order to qualify for a base score multiplier, identify which of the water bodies listed below that the project will assist in restoring or protecting; and reference the location in existing documentation where substantiating information may be found or attach other such substantiating information. If none are selected, the multiplier equals 1.0. If one or more are selected, the multiplier is 1.2. Supporting documentation must be provided for items selected.		
1. A priority water body identified in an adopted Surface Water Improvement and Management (SWIM) Plan.		<input type="checkbox"/>
2. A water body classified as Outstanding Florida Waters or Wild and Scenic Rivers.		<input type="checkbox"/>
c. Projects that document any of the following shall have bonus points added to the priority score after the adjustment under paragraph (b) above, as indicated. Items 3, 4 and 5 below are only applicable to financially disadvantaged small communities.		
1. Elimination of Ocean Outfalls.	15 points	<input type="checkbox"/>
2. Consistency with an Integrated Water Resource Management (One Water) plan.	15 points	<input type="checkbox"/>
3. Population of 10,000 or less as of most recent decennial census, and affordability index less than or equal to 100.		
	1000 divided by the affordability Index = _____ points.	
4. Negative population trend as defined in 62-505.300(2)(c)2, F.A.C.	25 points	<input type="checkbox"/>
5. End of useful life as defined in 62-505.300(2)(c)3., F.A.C.	25 points	<input type="checkbox"/>

Return the completed form to the State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida, 32399-3000. The form may be scanned and emailed to SRFRFI@FloridaDEP.gov.

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Appendix G
Florida Department of Environmental Protection SA-HMW
Funding Mass Email

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UPDATES AND ANNOUNCEMENTS

CONTACT: SRFRFI@FloridaDEP.gov

Funding Opportunity: State Revolving Fund Assistance for Utilities Impacted by Hurricanes Helene and Milton

The Florida Department of Environmental Protection (DEP) is now accepting project proposals from drinking water and wastewater utilities affected by hurricanes Helene and/or Milton. Through the [Supplemental Appropriation for Hurricanes Helene and Milton](#) (SA-HMW), the U.S. Environmental Protection Agency (EPA) has provided \$1.6 billion in federal funding to Florida's [Drinking Water State Revolving Fund](#) (SRF) and [Clean Water SRF](#) to support eligible recovery and resilience projects.

To be eligible, the applicant must be an [SRF-eligible](#) entity and the proposed project must address damage, disruption or the loss of a mission-essential function, such as a threat to public health, caused by one or both of the hurricanes. Projects may involve planning, design or construction and must meet [SRF-eligibility requirements](#). Additionally, projects should aim to reduce vulnerability to flood or fire damage or enhance resilience to flooding and hurricanes. A list of eligible project types can be found in Attachment 3 of EPA's [SA-HMW guidance](#).

To assist applicants, DEP's Drinking Water and Clean Water SRF programs will offer combined virtual office hours this summer to provide administrative, programmatic and technical assistance related to SA-HMW funding. Virtual office hours will be held via [Microsoft Teams](#) on the following Thursdays from 2-3 p.m. EDT: May 22, June 5, June 12, June 19 and June 26, 2025.

Applications are due by 11:59 p.m. EDT on **June 30, 2025**. To apply, complete a [Drinking Water SRF Request for Inclusion](#) and/or [Clean Water SRF Request for Inclusion](#) and email the completed form and required backup documentation to SRFRFI@FloridaDEP.gov. While electronic submittal is preferred, hard copies will also be accepted. To submit a hard copy, contact [Catherine Murray](#) at 850-245-2966.

Please note, any information submitted to DEP will become a public record, subject to disclosure in accordance with Chapter 119, Florida Statutes, and Article 1, § 24 of the Florida Constitution. Submittal of a project proposal does not create an agreement nor does it guarantee funding.

Learn more about DEP's [Division of Water Restoration Assistance](#).

About the Florida Department of Environmental Protection

The Florida Department of Environmental Protection is the state's principal environmental agency, created to protect, conserve and manage Florida's environment and natural resources. The department enforces federal and state environmental laws, protects Florida's air and water quality, cleans up pollution, regulates solid waste management, promotes pollution prevention and acquires environmentally sensitive lands for preservation. The agency also maintains a statewide system of parks, trails and aquatic preserves. Visit the department's website at FloridaDEP.gov.

<https://content.govdelivery.com/accounts/FLDEP/bulletins/3e09b07>



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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING FUND LOAN
PROGRAM for
Point Source Water Pollution Control**

LOAN APPLICATION



Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Blvd., MS 3505
Tallahassee, FL 32399-3000

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LOAN APPLICATION

- (1) **SUBMITTAL.** Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department’s Project Manager.
- (2) **COMPLETING THE APPLICATION.**
 - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
 - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
 - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) **ASSISTANCE.** Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

(1) PROJECT SPONSOR The City of Winter Garden
Federal Employer Identification Number 59-6000452
DUNS Number FFULLMHR9NN7

(2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).
Name Jon C. Williams Title City Manager
Telephone 407.656.4111 FAX _____ Email jwilliams@cwgdn.com
Mailing Address 300 West Palm Street Winter Garden, FL 34787

(3) PRIMARY CONTACT (person to answer questions regarding this application).
Name Sheryl Parsons Title Funding Practice Leader
Telephone 608.443.0404 FAX _____ Email sheryl.parsons@meadhunt.com
Employer Mead & Hunt
Mailing Address 4401 Eastport Parkway Port Orange, FL 32127

(4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #* N/A).
Name Rob Heaviside Title PE, Engineering Division
Telephone 407.656.4111 FAX _____ Email rheaviside@cwgdn.com
Employer City of Winter Garden
Mailing Address 300 West Palm Street Winter Garden, FL 34787

(5) PROJECT NUMBER (listed on the Department's priority list). WW48015

(6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing? Yes No

PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #* 1)

(1) **ACTIVITIES.** Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment #* 2) Are these activities the same as those scheduled on the *Request for Inclusion Form*? Yes No. If “No”, please explain. (*Attachment #* N/A)

(2) **SCHEDULE.**

(a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation	<u>Complete, Submitting Amendment</u>
Engineering work	<u>Complete</u>
Certification of site availability	<u>Complete</u>
Permit	<u>Complete</u>

(b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (*Attachment #* N/A) Yes No

(c) Is this a design/build project? Yes No

(3) **COST.** Is the cost information submitted for the planning, design or SSES loan priority list current? Yes No
 If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #* N/A) Note that the disbursable amount will be limited to the priority list amount.

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

(1) **ACTIVITIES.**

(a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #* 3).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*? Yes No
 If “No”, please explain. (*Attachment #* N/A)

(b) Have any of the contracts been bid? Yes No
 If “Yes”, indicate which contracts have been bid. (*Attachment #* 4)

(c) Was planning, design, or SSES for this project financed in another SRF loan? Yes No
 If “Yes”, give the SRF loan number. CW480100 and CW480102

(d) Does this project involve an interlocal agreement with other local governments or other entities? Yes No
 If “Yes”, attach a copy of the interlocal agreement. (*Attachment #* N/A)

Is the interlocal agreement fully executed and enforceable? Yes No
 If “No”, please explain (*Attachment #* N/A).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. Jan 2025
- (b) Anticipated completion of all construction contracts. Aug 2028
- (3) COST. Is the cost information submitted for the priority list current? Yes No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment # N/A) Note that the disburseable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$ 19,166,503
- Note that the disburseable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.
- (2) TERMS AND REPAYMENT.
- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.
- What is the useful life of the project? 20 (years)
- Over how many years would you like to amortize the loan? 20 (years)
- (b) List all revenues that are to be pledged for repayment of this loan. 50% Principal Forgiveness. 50% Utilities Revenues
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.
- What coverage is proposed for the loan? 15 % (coverage percentage)
- (d) Is any other financial assistance being applied to this project? Yes No
- If "Yes", please list. (Attachment # 5)
- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.
- (4) INFORMATION ON LIENS.
- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment # 6) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #N/A*).
 - (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #N/A*).
- (5) ACTUAL AND PROJECTED REVENUES.
- (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #7*) The opinion must address the following:
- (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #8*) for the following:
- (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
- (a) Assurances for capitalization grant projects.
 1. Complete all facilities for which funding has been provided.
 2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
 3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
 4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
 5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
 6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
 7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
 8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
 9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
 11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
 12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
 13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
 14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
 15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
 16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
 17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
 18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
 19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
 20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
 21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- (b) Assurances for other projects.
1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
 5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
 6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
 7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
 8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
 10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
 11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
 12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
 13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
 14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.
- (c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this _____ Day of _____, 20 26

Authorized Representative _____
(signature)

Jon C. Martin
(name typed or printed)

Attachments

PART V – SUPPLEMENTARY INFORMATION

**SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

Identify Each Obligation	#1 <u>Leases Payable</u>	#2 <u>SBITA</u>	#3 <u>Revenue Bonds, Series 2025</u>
Coverage	<u>0</u> %	<u>0</u> %	<u>20</u> %
Insured?	<u> </u> Yes <u> </u> No	<u> </u> Yes <u> </u> No	<input checked="" type="checkbox"/> Yes <u> </u> No

Fiscal Year	<u>Annual Debt Service (Principal Plus Interest)</u>			<u>Total Debt Service</u>	<u>Total Debt Service Incl. Coverage</u>
	<u>#1</u>	<u>#2</u>	<u>#3</u>		
2023	\$ 4,501	\$	\$	\$ 4,501	\$ 4,501
2024	\$ 9,840	\$ 39,059	\$	\$ 48,899	\$ 48,899
2025	\$ 6,839	\$ 39,070	\$	\$ 45,909	\$ 45,909
2026	\$ 4,449	\$	\$ 3,678,412	\$ 3,682,861	\$ 4,418,543
2027	\$	\$	\$ 4,278,413	\$ 4,278,413	\$ 5,134,096
2028	\$	\$	\$ 4,448,412	\$ 4,448,412	\$ 5,338,094
2029	\$	\$	\$ 3,898,413	\$ 3,898,413	\$ 4,678,096
2030	\$	\$	\$ 3,898,912	\$ 3,898,912	\$ 4,678,694
2031	\$	\$	\$ 3,937,112	\$ 3,937,112	\$ 4,724,534
2032	\$	\$	\$ 3,937,112	\$ 3,937,112	\$ 4,724,534
2033	\$	\$	\$ 3,937,112	\$ 3,937,112	\$ 4,724,534
2034	\$	\$	\$ 3,937,112	\$ 3,937,112	\$ 4,724,534
2035	\$	\$	\$ 3,937,112	\$ 3,937,112	\$ 4,724,534
2036	\$	\$	\$ 4,653,362	\$ 4,653,362	\$ 5,584,034
2037	\$	\$	\$ 4,653,362	\$ 4,653,362	\$ 5,584,034
2038	\$	\$	\$ 4,653,362	\$ 4,653,362	\$ 5,584,034
2039	\$	\$	\$ 4,653,362	\$ 4,653,362	\$ 5,584,034
2040	\$	\$	\$ 4,653,362	\$ 4,653,362	\$ 5,584,034
2041	\$	\$	\$ 4,768,300	\$ 4,768,300	\$ 5,721,960
2042	\$	\$	\$ 4,768,300	\$ 4,768,300	\$ 5,721,960
2043	\$	\$	\$ 4,768,300	\$ 4,768,300	\$ 5,721,960
2044	\$	\$	\$ 4,768,300	\$ 4,768,300	\$ 5,721,960
2045	\$	\$	\$ 4,768,300	\$ 4,768,300	\$ 5,721,960
2046	\$	\$	\$ 6,428,163	\$ 6,428,163	\$ 7,713,796
2047	\$	\$	\$ 6,428,163	\$ 6,428,163	\$ 7,713,796
2048	\$	\$	\$ 6,428,163	\$ 6,428,163	\$ 7,713,796
2049	\$	\$	\$ 6,428,163	\$ 6,428,163	\$ 7,713,796

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	<u>FY 2023</u>	<u>FY 2024</u>
(a) Operating Revenues (Source)		
Charges for Services	<u>\$13,297,545</u>	<u>\$15,562,505</u>
Other Operating Revenue	<u>\$24,148</u>	<u>\$8,764</u>
(b) Interest Income	<u>\$159,737</u>	<u>\$1,355,149</u>
(c) Other Income or Revenue (Identify)		
Impact Fees	<u>\$1,007,105</u>	<u>\$503,575</u>
Other Non-Operating Revenue	<u>\$655,282</u>	<u>\$18,478</u>
(d) Total Revenues	<u>\$15,143,817</u>	<u>\$17,448,471</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>\$11,821,195</u>	<u>\$12,749,200</u>
(f) Net Revenues [(f) = (d) – (e)]	<u>\$3,322,622</u>	<u>\$4,699,271</u>
(g) Debt Service (including any required coverage)	<u>\$1,152,221</u>	<u>\$1,196,619</u>
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (<i>Attachment # <u>9,10</u></i>)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (<i>Attachment <u>11,12</u></i>)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (<i>Attachment # <u>N/A</u></i>)		

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment #* 13)

	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>	<u>FY 2031</u>
(a) Operating Revenue	<u>\$24,692,232</u>	<u>\$26,396,169</u>	<u>\$28,219,382</u>	<u>\$29,055,455</u>	<u>\$29,916,611</u>
(b) Interest Income	<u>\$237,500</u>	<u>\$256,100</u>	<u>\$309,900</u>	<u>\$309,900</u>	<u>\$309,900</u>
(c) Other Income or Revenue (identify)					
<u>Impact Fees</u>	<u>\$217,394</u>	<u>\$130,436</u>	<u>\$110,871</u>	<u>\$110,871</u>	<u>\$110,871</u>
(d) Total Revenues	<u>\$25,364,519</u>	<u>\$27,087,056</u>	<u>\$28,964,069</u>	<u>\$29,800,142</u>	<u>\$30,661,298</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>\$16,246,810</u>	<u>\$17,221,618</u>	<u>\$18,254,915</u>	<u>\$19,350,210</u>	<u>\$20,511,223</u>
(f) Net Revenues (f = d - e)	<u>\$9,117,709</u>	<u>\$9,865,438</u>	<u>\$10,709,154</u>	<u>\$10,449,932</u>	<u>\$10,150,075</u>
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans	<u>\$5,134,096</u>	<u>\$5,338,094</u>	<u>\$4,678,096</u>	<u>\$4,678,694</u>	<u>\$4,724,534</u>
(h) Revenue (including coverage) pledged to outstanding SRF loans	<u>\$480,120</u>	<u>\$480,120</u>	<u>\$2,105,839</u>	<u>\$3,731,557</u>	<u>\$3,731,557</u>
(i) Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	<u>\$3,503,493</u>	<u>\$4,047,224</u>	<u>\$3,925,219</u>	<u>\$2,039,681</u>	<u>\$1,693,984</u>
(j) Identify the source of the above information and explain methods used to develop the projections (<i>Attachment #</i> <u>14</u>). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.					
(k) For construction loans, are the above projections consistent with the accepted financial feasibility information?				<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

If “No”, please explain. (*Attachment #* N/A)

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services
Via: City Manager Jon C. Williams
Date: February 16, 2026 **Meeting Date:** February 26, 2026
Subject: Molok Semi In-Ground Waste Container – Purchase Order

Issue:
Staff has been working with a semi in-ground waste container for the last few years with a sample installed at the Public Services yard and one has been installed at the Dyson Commercial Building in Historic East Winter Garden. We want to purchase more of these containers to use at Tucker Ranch and to install downtown. These containers hold more trash, are mostly underground and out of sight, and look much better than a standard dumpster.

Recommended Action:
Staff requests approval to purchase 12 Molok Waste Containers, 4 of which will be used at Tucker Ranch, and 8 will be installed throughout downtown for a total of \$70,680.00.

Attachment(s)/References:
Subcontain Quote
Sample Photographs



Matte Black





Quotation & Proposal

Subcontain Upstate, LLC

121 Venture Blvd # A, Spartanburg, SC 29306
864-707-9394

Proposal Date: 1/29/2026
 Proposal ID: 100-1023A
 Delivery/Install Date: tbd
 Proposal Valid Until: 3/1/2026

Reference Project Information:

Project Reference: City of Winter Garden
Project Address: Various per drawings and provided documentation
Company Name: City of Winter Garden
Billing Address: 300 W. Plant St. Winter Garden, FL 34787
Contact Name: Steve Pash
Phone: (407) 656-4111 x 2263
Email: spash@cwgdh.com

Subcontain Quotation Contact:

Name: Ian Paradis
Phone: 864-517-7328
Email: ian.paradis@subcontain.com

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Molok M5000 WET Bin – Semi-Inground Waste Container (SC-M5000-WET-SCSTD) • Volume: 6.5 cubic yards (5,000 liters) • Body: One-piece HDPE (High-Density Polyethylene), fully leak proof design • Lifting Frame: Lightweight aluminum tubular frame with stainless steel hardware • Exterior Finish: Standard black composite wrap with white label • Lid: Standard black, ergonomically designed for easy use • Lifting Bag: Wet Heavy-duty, double-layer woven polypropylene with cinch-release system & 100 gallon Clamshell for Wet Waste	6	\$5,890.00	\$35,340.00
Full Truckload Quotation - 6 WET bins per truckload			

Payment Terms:

- 50% Deposit due upon Approval
- 50% Due upon receipt of Shipment

Subtotal: \$35,340.00

Legacy Partner (FTL) Discount: This exclusive discount off retail pricing is offered in appreciation of your participation in the Molok Pilot Program. Applies to full truckload (FTL) orders (6 Wet bin units), with mix-and-match options (wet/dry bins allowed).

state & local sales tax: 0.00%

sales tax, material only: \$0.00

Pricing & Delivery: All prices are in USD and include shipping, brokerage, and handling. Delivery is via semi-truck (no lift gate) to your designated site.

\$ 35,340.00

Lead Time: Production time is approximately 21 days, with an additional 4–7 days for delivery.

Customer Acceptance & Approval:

Printed Name: _____

Signature _____

Date: _____

SUBCONTAIN TERMS & CONDITIONS

1. **ACCEPTANCE AND APPLICABILITY:** Unless otherwise set out in a separate written contract signed by both the Customer ("Customer") and Subcontain Upstate LLC ("Subcontain"), these terms and conditions govern all waste-hauling services, deliveries, and/or installation of Molok containers (collectively, "Services") performed by Subcontain. Any additional or conflicting terms proposed by the Customer are expressly rejected and will have no effect. Customer is deemed to have accepted these terms unless written objections are submitted within five (5) days of receiving this document or any related communication referencing these terms.
2. **SCOPE OF WORK:** The Scope of Work is defined in the Service Agreement. Customer grants Subcontain the exclusive right to collect, transport, and dispose of or recycle all non-hazardous solid waste materials generated at the service location, including any approved recyclable materials ("Waste Materials"). Subcontain agrees to provide these services in accordance with Applicable Laws and the service levels specified in this Scope of Work.
3. **PAYMENT TERMS:** Customer shall pay Subcontain for all services and any equipment furnished under this Agreement at the rates specified in the Service Agreement and/or Proposal, including all applicable taxes, fees, and governmental charges assessed against or passed through to Subcontain. Unless otherwise noted in the proposal or invoice, recurring service will be invoiced and collected via ACH autodraft or credit card prior to the month of service. Customer is required to maintain an active ACH payment method or credit card for all recurring charges, and late payment finance charges of five percent (5%) per month will be applied to any overdue balances. All invoiced amounts are non-refundable once billed unless otherwise agreed in writing by Subcontain.
4. **RATE ADJUSTMENTS:** Subcontain reserves the right to increase the rates in this Agreement annually to account for rising disposal, labor, or transportation costs by an amount not exceeding the percentage change in the Consumer Price Index, as published by the U.S. Bureau of Labor Statistics (BLS) for the most recent twelve-month period. Annual adjustments shall not exceed seven percent (7%) in any Contract Year unless mutually agreed in writing. If Subcontain experiences increases in actual operating costs (including disposal fees, fuel, labor, freight, or regulatory requirements) that exceed the CPI-based adjustment, Subcontain may request an additional increase supported by reasonable cost documentation.
5. **TERM OF SERVICE:** The term of this Agreement is 36 months from the Effective Date, and it will automatically renew for additional one (1) month renewal terms unless either party provides written notice of termination (via email or certified mail) at least thirty (30) days before the end of the then-current term. If Customer wishes to end service, Customer must provide written notice, and the Agreement will end at the close of the applicable term, subject to any early-termination charges described below.
6. **EARLY-TERMINATION CHARGES:** If Customer ends this Agreement before the end of the current term for any reason other than Subcontain's incurred breach, or if Subcontain ends it due to Customer's breach (including non-payment), Customer agrees to pay an early-termination charge equal to the most recent month's regular charges multiplied by the lesser of (i) six (6) months, or (ii) the number of months remaining in the current term. This charge is in addition to any amounts already owed.
7. **TERMINATION OF SERVICES:** Subcontain may terminate this Agreement immediately by written notice if (a) any information provided by Customer in a related credit application is untrue, or (b) Customer breaches this Agreement and does not correct the breach within fourteen (14) days after receiving written notice from Subcontain.
8. **SUSPENSION OF SERVICE:** If any invoice remains unpaid for more than thirty (30) days, Subcontain may suspend collection and disposal services until the overdue amount is paid, without terminating this Agreement.
9. **LOCATION ACCESS:** The service location must remain accessible for scheduled pickups. If access is blocked, Customer will be notified and service will be rescheduled. If access issues persist, Subcontain reserves the right to charge an additional service fee.
10. **MISSED PICKUP POLICY:** If a scheduled pickup is missed or blocked, Subcontain will reschedule and complete the pickup within two (2) business days weather and site access permitting.
11. **ADDITIONAL PICKUPS PREMIUM:** Any customer-requested pickup outside the agreed-upon service schedule, or any additional pickup required due to blocked access, will be billed at one hundred percent (100%) above the customer's standard pickup rate.
12. **OVERFLOW AND OVERSIZED ITEM PICKUP SERVICES:** Oversized item pickup is available upon request when items are placed outside the bins and will be billed at \$50 per small item or \$75 per large item. Subcontain will collect overflow waste; however, Subcontain reserves the right to charge additional fees for any labor, handling, cleanup, or extra effort required to manage waste placed outside the bin or loads that exceed safe weight limits. Subcontain may also require an adjustment to service frequency if overflow conditions indicate that the current service level is insufficient.
13. **ADJUSTING SERVICE FREQUENCY:** Customer may increase or decrease service frequency at any time during the term of this Agreement, provided a minimum of one (1) pickup per month is maintained.
14. **FORCE MAJEURE:** Except for Customer's obligation to pay amounts owed, neither party will be considered in breach for delays or failures caused by events beyond reasonable control, including strikes, labor disputes, riots, terrorism, changes in or compliance with laws, fires, severe weather, natural disasters, equipment failures, or other acts of God. Performance will resume as soon as reasonably practicable once the event is resolved.
15. **NON-HAZARDOUS MATERIALS:** All waste collected under this Agreement must be non-hazardous. Customer agrees not to place hazardous, toxic, flammable, medical, infectious, radioactive, or otherwise regulated materials in any Subcontain or Molok units. Any waste that meets the definition of "Excluded Waste" under federal, state, or local law is strictly prohibited. Customer is responsible for complying with these requirements and shall indemnify and hold Subcontain harmless from any claims, fines, penalties, or cleanup costs resulting from hazardous or excluded waste being placed in the containers. For the complete list of prohibited materials and applicable definitions, Customer should refer to the Hazardous Materials Waste section published on Subcontain's website, which is incorporated into this Agreement by reference.
16. **RECYCLABLE MATERIALS:** If recyclable materials are included in the Customer's service plan, Customer agrees to follow all applicable laws and reasonable recycling guidelines. Recyclable materials may include items such as aluminum cans, cardboard (non-waxed), ferrous metal cans, mixed office paper, newspaper, and certain plastic containers. Subcontain may, at its reasonable discretion, determine that a load is contaminated. If so, Subcontain may refuse collection or may charge the Customer for additional costs required to sort, process, transport, or dispose of the contaminated materials. Customer agrees to avoid placing items in recycling containers that reduce the value or recyclability of the material.
17. **TITLE OF MATERIALS:** Subcontain takes title to acceptable non-hazardous waste materials only when they are loaded into Subcontain's truck. Title and liability for any hazardous or excluded waste remain with the Customer at all times, even if such waste is placed in a Subcontain or Molok container. This ensures Subcontain does not assume responsibility for hazardous or regulated materials improperly disposed of by the Customer.

18. **LIMITATION OF LIABILITY – SERVICE OPERATIONS:** Subcontain shall not be responsible for any damage to pavement, curbing, asphalt, decorative surfaces, or other driving or access areas resulting from service operations conducted at the Customer's location.
19. **SPECIFICATIONS FOR INSTALLATION OF BINS:** Only the specifications identified in Subcontain's written proposal or quote will apply, and all installation work will be performed according to those specifications as outlined in the proposal. No other specifications, requirements, or site conditions shall be binding unless explicitly agreed to in writing by Subcontain.
20. **WARRANTY – INSTALLATION:** Subcontain warrants that its installation workmanship will be free from defects for ninety (90) days following completion, provided the bin is used and maintained in accordance with Subcontain's guidelines. This warranty does not apply to damage caused by misuse, alteration, improper site conditions, or acts of nature, and products not manufactured by Subcontain are covered solely by the applicable manufacturer's warranty, if any. Claims must be submitted to Subcontain in writing within ninety (90) days of discovering a defect, and failure to do so voids this warranty. This warranty also excludes any products or components that have been modified, altered, or misused. Subcontain's liability under this installation warranty is limited exclusively to re-performing the defective portion of the installation or issuing a refund for the defective portion of the service.
21. **LIMITATION OF LIABILITY – INSTALLATION:**
Subcontain shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from installation services, including lost profits, business interruption, or property damage, even if Subcontain has been advised of the possibility of such damages, and Subcontain's total liability for installation-related claims shall not exceed the amount paid for the specific installation services giving rise to the claim.
22. **PRODUCT WARRANTY – MOLOK BINS:** Molok containers are covered by the manufacturer's warranty, which guarantees that the product is free from defects in materials and workmanship under normal use, with lifting bags and lids covered for two (2) years and the main well covered for ten (10) years from the date of delivery. This warranty applies only when the products are used, operated, and maintained in accordance with Molok's installation and operating instructions and does not apply to products or components that have been repaired, altered, or modified in any way not approved by the manufacturer, or that have been operated in a manner that, in the manufacturer's reasonable judgment, adversely affects reliability or performance. The warranty does not cover normal wear and tear or any product or component not manufactured or supplied by Molok, for which the customer's sole warranty is that of the original manufacturer, if any. Molok's entire liability and the customer's exclusive remedy under the product warranty is limited to the repair or replacement, at Molok's sole discretion, of any part determined to be defective. Customer acknowledges that all Molok warranty claims must be submitted through Subcontain, which will coordinate with Molok in accordance with the terms of the manufacturer's written warranty, which is incorporated into this Agreement by reference.
23. **LIMITATION OF LIABILITY – PRODUCT:** Molok containers remain the property and responsibility of the Customer, and Subcontain will service and operate the containers in accordance with Molok engineering standards while identifying conditions requiring repair and coordinating necessary replacements or repairs using genuine Molok components unless the Customer first notifies Subcontain of preferred arrangements. All substantial repairs or component replacements are the financial responsibility of the Customer, who agrees to complete recommended repairs promptly to ensure safe, clean, and reliable operation. Subcontain assumes no liability for product defects or failures beyond the extent permitted under the manufacturer's warranty.
24. **INDEMNIFICATION:** Customer agrees to defend, indemnify, and hold harmless Subcontain, its employees, and its subcontractors from all third-party claims, losses, damages, or expenses, including reasonable attorney's fees, arising from the use or misuse of the installed equipment, unmarked utilities or hidden site hazards, the Customer's failure to prepare the site as agreed, or any modification or alteration of the installed system by persons other than Subcontain.
25. **SAFETY AND USE OBLIGATIONS:** Customer agrees not to disable, alter, or remove any safety features, interlocks, signage, or other hardware associated with the equipment. Customer shall operate and maintain the equipment only in accordance with Subcontain's instructions and guidelines. Subcontain is not liable for any injury, damage, or loss resulting from misuse, improper operation, unauthorized modifications, or failure to follow Subcontain's safety requirements.
26. **PHOTO AND SITE DOCUMENTATION CONSENT:** Customer authorizes Subcontain to take photos or brief video of service conditions as needed to verify access, overflow, contamination, or completion of service. This documentation may be used to support billing, service adjustments, or resolving any service-related questions.
27. **CONFIDENTIALITY:** Any drawings, pricing, specifications, manufacturing methods, marketing information, compositions, software, or other proprietary or confidential information provided by Subcontain shall not be disclosed to any third party without Subcontain's written consent. This obligation applies to all such information, whether written, verbal, or electronic, and includes, without limitation, technical data, product designs, operational methods, and any other materials Subcontain identifies or reasonably treats as confidential. Customer agrees to protect this information, to ensure its employees and agents do the same, and to use any Subcontain-provided software only as licensed for operating the equipment. These obligations do not apply to information that is public, previously known to Customer, or independently developed without reference to Subcontain's materials.
28. **ASSIGNMENT:** Customer may not assign or delegate any rights or responsibilities under this Agreement without Subcontain's prior written consent. Any attempted assignment without such consent is void. Subcontain may assign this Agreement without Customer's consent.
29. **CLAIMS AND EXCLUSIVE REMEDY:** The Customer's exclusive remedy for any claim, including breach of warranty, negligence, or strict liability, is limited to repair, re-performance, or refund of the defective portion of the Services. Claims must be submitted in writing within thirty (30) days of discovering the issue.
30. **GOVERNING LAW AND VENUE:** This Agreement is governed by the laws of the State of South Carolina. Any legal action must be brought exclusively in the state or federal courts located in Spartanburg County, South Carolina.
31. **ATTORNEYS' FEES:** If any litigation is commenced under this Agreement, the prevailing party is entitled to recover, in addition to any other relief awarded by the court, its reasonable attorneys' fees, expert witness fees, litigation-related expenses, and court costs.
32. **SEVERABILITY:** If any part of this Agreement is found to be invalid or unenforceable, that part will not affect the validity or enforceability of the remainder of the Agreement in any way.
33. **ENTIRE AGREEMENT:** These terms, together with any proposal or quote provided by Subcontain, constitute the full and complete Agreement between the parties. No modification is valid unless made in writing and signed by both parties.
34. **CUSTOMER ACKNOWLEDGMENT:** By accepting Subcontain's quote, proceeding with services, or submitting a signed proposal, the Customer acknowledges and agrees to these Terms and Conditions.

CUSTOMER INITIALS: _____

From: Steve Graham, Police Chief

Via: City Manager Jon C. Williams

Date: February 19, 2026 **Meeting Date:** February 26, 2026

Subject: Aurelian AI for Communications Center

Issue: Our police communications center handles over 90,000 telephone calls per year, One-third of which is 911. The rest of the calls are administrative in nature. With staffing and overtime concerns we believe that this system will assist with the workload and provide for a less stressful environment for our telecommunicators. If approved, we would reduce the allocated staff by 1 FTE to fund the program, which would initially be a 3-year contract at \$55,000 per year. There are currently 4 vacancies in our communications center.

Recommended action: To approve the purchase of the Aurelian AI system for the communications center and authorize the City Manager to sign the master services agreement.

Attachments: Aurelian Master Service Agreement

MASTER SERVICES AGREEMENT (SAAS)

This MASTER SERVICES AGREEMENT (“**Agreement**”) is dated _____ (“**Effective Date**”) and entered into between Needl, Inc. dba Aurelian, a Delaware corporation (“**Aurelian**”) and the City of Winter Garden, a Florida municipal corporation for its Winter Garden Police Department (“**Customer**”). Customer desires to use Aurelian’s AI public safety non-emergency answering platform, pursuant to the terms and conditions of this Agreement. The parties agree as follows:

1. DEFINITIONS.

- 1.1. “**Affiliate**” means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).
- 1.2. “**Caller**” means any caller that calls into Customer’s non-emergency number that utilizes the Platform.
- 1.3. “**Caller Data**” means any data and information made available by a Caller to Aurelian in connection with Aurelian’s performance of the Services.
- 1.4. “**Content**” means content, data, and information that is owned by Aurelian or any of its licensors that is provided or made available by Aurelian through use of the Platform or as part of or in connection with Aurelian’s provision of Services. Content does not include Customer Data.
- 1.5. “**Customer Data**” means the electronic data and information input into the Platform by or on behalf of Customer. Customer Data includes Caller Data but does not include Usage Data or Aggregated Data.
- 1.6. “**Documentation**” means any user materials, instructions, and specifications made available by Aurelian to Customer for the Services.
- 1.7. “**Implementation Services**” means Aurelian’s standard implementation and set up services for the Platform.
- 1.8. “**Order**” means any written order document executed by Aurelian and Customer setting forth the terms and conditions relating to the Services. Each Order is incorporated by reference into this Agreement.
- 1.9. “**Platform**” means the Aurelian’s proprietary platform utilized by Aurelian to provide the Software to Customer under this Agreement. The Platform does not include Customer’s connectivity equipment, internet and network connections, hardware, software and other equipment as may be necessary for Customer and its Users to connect to and obtain access to the Platform or to utilize the Services.
- 1.10. “**Services**” means, collectively, Implementation Services, access to the Platform, Support Services, and the other services made available on, by, or through the Platform by Aurelian under this Agreement.
- 1.11. “**Software**” means Aurelian’s proprietary software as a service offering as set forth in the applicable Order and made available through remote access by Aurelian to Customer and Users as part of the Platform, including any modifications, updates, improvements, configurations, and enhancements thereto.
- 1.12. “**Support Services**” means Aurelian’s standard technical support and Software maintenance.
- 1.13. “**Usage Data**” means any content, data, or information that is collected or produced by the Platform in connection with use of the Services that does not identify Customer, its Users, or Callers, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the Platform.
- 1.14. “**Users**” means Customer’s employees, independent contractors, and other individuals who are authorized by Customer to use the Services on behalf of Customer.

2. SERVICES.

- 2.1. **Provision of Services.** Subject to the terms and conditions of this Agreement, Aurelian shall provide the Services to Customer and its Users. Aurelian has valid and effective agreements with all vendors and providers of technology (including AI platforms) (“**Vendor Systems**”) sufficient to allow Aurelian to use the Vendor Systems as part of the Services.
- 2.2. **Cooperation.** Customer shall supply to Aurelian the Customer Data along with access and personnel resources that Aurelian reasonably requests in order for Aurelian to provide the Services.
- 2.3. **Resources.** Customer is solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and access the Platform.
- 2.4. **Third Party Offerings.** Aurelian may make access to or use of third-party software services, applications, or functionality that link to, interoperate with, or are incorporated into the Platform available to Customer (collectively, “**Third-Party Offerings**”). Customer acknowledges that Aurelian does not own or control such Third-Party Offerings, they are made available as a convenience only, and are not part of the Platform or subject to any of the warranties, service commitments, or other obligations

with respect to Platform under this Agreement and that such Third-Party Offerings are subject to their own terms and conditions. Any acquisition by Customer of Third-Party Offerings, and any exchange of data between Customer and its Users and any Third-Party Offering is solely between Customer and its Users and the applicable Third-Party Offering provider. Access to and use of any Third-Party Offering is at Customer's own risk and is solely determined by the relevant third-party provider and is subject to such additional terms and conditions applicable to such Third-Party Offering. Aurelian may disable or restrict access to any Third-Party Offerings on the Platform at any time without notice. Aurelian is not liable for Third-Party Offerings or any Customer Data provided to a third party via a Third-Party Offering.

3. GRANT OF RIGHTS.

3.1. Access Rights; Customer's Use of the Platform. Subject to the terms and conditions of this Agreement, Aurelian hereby grants to Customer, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted by Section 11.3), non-sublicensable right to access and use the Platform for Customer's and its Affiliates' internal business purposes in accordance with the Documentation and the terms and conditions of this Agreement and subject to the usage limitations set forth in the applicable Order (the "**Usage Limitations**"). Aurelian and its licensors reserve all rights in and to the Platform and the Services not expressly granted to Customer under this Agreement.

3.2. Restrictions on Use. Customer shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Platform, or attempt to reverse engineer, decompile, disassemble or access the source code for the Platform or any component thereof; (b) use the Platform, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Customer or Customer Affiliates; (c) permit any party, other than the then-currently authorized Users to independently access the Platform; (d) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; (e) exceed the Usage Limitations; or (f) use the Platform to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

3.3. Users. Under the rights granted to Customer under this Agreement, Customer may permit its and its Affiliates' independent contractors and employees to become Users in order to access and use the Platform in accordance with this Agreement; provided that Customer will be liable for the acts and omissions of all Customer Affiliates and Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not, and shall not permit any User to, use the Platform, Software or Documentation except as expressly permitted under this Agreement. Customer is responsible for Users' compliance with this Agreement.

3.4. Callers. Customer is responsible for: (a) giving adequate notice and making any required disclosures to Callers regarding Aurelian's processing of Caller Data as contemplated under this Agreement; and (b) obtaining all necessary rights, permissions, and valid consents, which may be required in order to permit: (i) Aurelian's performance of its obligations and exercise of its rights under this Agreement; and (ii) Customer's and its Users' access to and use of any Caller Data.

3.5. Prohibited Data. Notwithstanding anything to the contrary in this Agreement, Customer shall not, and shall take commercially reasonable efforts to ensure that its Users and Callers do not, upload or provide to the Platform or otherwise submit or make accessible to Aurelian any financial account or government issued identifiers (e.g., social security numbers, credit card information, or bank information), protected health information, or other types of sensitive data that is subject to specific or elevated data protection requirements (other than personal data) (collectively, "**Prohibited Data**"). Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that: (i) the Software and Platform are not intended for the management or protection of Prohibited Data and may not provide adequate or legally required security for Prohibited Data; and (ii) Aurelian will have no liability for any failure to provide protections set forth in any laws, rules, regulations, or standards applicable to such Prohibited Data or to otherwise protect the Prohibited Data. If Customer, any Users, or any Callers upload or provided any Prohibited Data to the Platform in violation of this Section 3.5, Aurelian may, without limiting any of its other rights and remedies, delete such Prohibited Data.

4. FEES AND PAYMENT TERMS.

4.1. Price. Customer shall pay Aurelian the fees set forth in the applicable Order ("**Fees**") in accordance with the terms of this Agreement. Fees are exclusive of, and Customer shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to Aurelian under this Agreement (excluding any taxes arising from Aurelian's income or any employment taxes). Fees for any Services requested by Customer that are not set forth in Exhibit A or an Order will be charged as mutually agreed to by the parties in writing.

4.2. Payment. Customer shall pay to Aurelian all Fees within 30 days after Customer's receipt of the applicable invoice for such Services. If Customer disagrees with any Fees set forth in an invoice, Customer must notify Aurelian of the dispute within 30 days after receipt of such invoice. If Aurelian does not receive notice of a dispute during such 30 day period, Customer will be deemed to have accepted the Fees set forth in the invoice. All payments received by Aurelian are non-refundable except as otherwise expressly provided in this Agreement. Customer shall make all payments in United States dollars.

5. TERM AND TERMINATION.

- 5.1. **Term.** Unless otherwise provided in an Order, this Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Agreement, continues until all Orders have terminated (“**Term**”).
- 5.2. **Order Term.** The initial term of an Order begins on the date set forth in the Order and runs for a three-year period (“**Initial Term**”) unless otherwise terminated as provided for in the Agreement or applicable Order. The term of each Order will automatically extend for successive one-year periods at fees 7% higher than the immediately preceding year (each, a “**Renewal Term**”), unless either party provides written notice to the other party of its intent not to extend such Order at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term.

5.3. Termination.

A party may terminate this Agreement or an Order upon notice if the other party breaches any material provision of this Agreement and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach. Customer may terminate any Order for convenience upon 30 days written notice to Aurelian until the first anniversary of an Order’s effective date and be given a pro-rated refund for the remaining contract value.

This Agreement and Order may be canceled by Customer with at least 30 days’ notice to Aurelian for a pro-rated refund (on a monthly basis) within the first year during the Initial Term.

Further, as a municipality in the State of Florida, the Customer’s funding source for this Agreement and Orders is subject to discretionary annual appropriations and budgeting decisions for each fiscal year running October 1st to September 30th. Therefore, the Customer shall have the right to terminate this Agreement and all Orders on September 30th of any year upon an event of non-appropriation of funding by the governing body of the Customer after delivering written notice of the same to Aurelian and receive a pro-rate refund on a monthly basis.

- 5.4. **Effects of Termination.** Upon termination of this Agreement and all Orders: (a) all amounts owed to Aurelian under this Agreement before such termination will be due and payable in accordance with Section 4; (b) Customer’s rights granted in this Agreement will immediately cease; (c) Customer shall promptly discontinue all access and use of the Platform and Documentation ; and (d) Aurelian shall promptly return or erase all Customer Data, except that Aurelian may retain Customer Data in Aurelian’s archived backup files. Sections 4, 5.4, 6, 7.3, 8, 9, 10, and 11 survive expiration or termination of this Agreement.
- 5.5. **Suspension.** Notwithstanding anything to the contrary in this Agreement, Aurelian may suspend Customer’s access to the Platform if Aurelian determines that: (a) there is an attack on the Platform; (b) Customer’s or any of its Users ’use of the Platform poses a reasonable risk of harm or liability to Aurelian and, if capable of being cured, Customer is not taking appropriate action to cure such risk; (c) Customer has breached Sections 3.2 or 10; (d) Customer’s or its Users ’use of the Platform violates applicable law; or (e) Customer has failed to pay any undisputed amounts owed under this Agreement when due and has failed to cure such late payment within 15 days after Aurelian has provided Customer with written notice of such late payment. Aurelian shall use commercially reasonable efforts to provide Customer with notice of such suspension. Aurelian may suspend Customer’s access to the Platform until the situation giving rise to the suspension has been remedied to Aurelian’s reasonable satisfaction. Aurelian’s suspension of Customer’s access to the Platform will not relieve Customer of its payment obligations under this Agreement.

6. PROPRIETARY RIGHTS.

- 6.1. **Customer Data.** As between the parties, Customer owns all right, title, and interest in Customer Data, including all intellectual property rights therein.
- 6.2. **Customer Data License Grant.** Customer hereby grants to Aurelian and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 11.3) license to use the Customer Data solely for the limited purpose of performing the Services for Customer and fulfilling its other obligations and exercising its rights under this Agreement.
- 6.3. **The Services.** All proprietary technology utilized by Aurelian to perform its obligations under this Agreement, and all intellectual property rights in and to the foregoing, as between the parties, are the exclusive property of Aurelian. Aurelian or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Content and the Platform, including without limitation the Software, Documentation, customizations, and enhancements, and all processes, know-how, and the like utilized by or created by Aurelian in performing under this Agreement. Any rights not expressly granted to Customer hereunder are reserved by Aurelian.

6.4. Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Aurelian may analyze Customer Data to create a de-identified or aggregated data set that does not identify Customer, its Users, or Callers (collectively, “**Aggregated Data**”). Aurelian retains ownership of all right, title, and interest in and to Aggregated Data. Aurelian may use Aggregated Data for any lawful purpose, including, but not limited to, to improve, market, and provide the Services.

6.5. Usage Data. Aurelian retains ownership of all right, title, and interest in and to the Usage Data. Aurelian may use Usage Data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Aurelian’s services, systems, and algorithms.

7. WARRANTY; DISCLAIMERS.

7.1. Access to the Platform. Aurelian warrants that the Platform will perform materially in accordance with the Documentation and this Agreement. Aurelian does not warrant that the Platform will be completely error-free or uninterrupted. If Customer notifies Aurelian of a reproducible error in the Platform that indicates a breach of the foregoing warranty (each, an “**Error**”) within 30 days after Customer experiences such Error, Aurelian shall, at its own expense and as its sole obligation and Customer’s exclusive remedy for breach of the foregoing warranty : (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Aurelian is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Customer, Customer may terminate this Agreement upon notice to Aurelian and, Aurelian shall refund the amounts paid by Customer for access to the Platform for the period during which the Platform was not usable by Customer. The warranties set forth in this Section 7.1 do not apply to any Third Party Offerings or cover any Error caused by: (i) Customer or its Users; (ii) use of the Platform in any manner or in any environment inconsistent with its intended purpose; (iii) Customer’s hardware or software if modified or repaired in any manner which materially adversely affects the operation or reliability of the Platform, or (iv) any equipment, software, or other material utilized by Customer in connection with the Platform contrary to the provider’s instructions.

7.2. Right to Customer Data. Customer represents and warrants that it has the right to: (a) use the Customer Data as contemplated by this Agreement; and (b) grant Aurelian the license in Section 6.2.

7.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED FOR USE FOR EMERGENCIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AURELIAN MAKES NO WARRANTIES OF ANY KIND REGARDING THE SERVICES’ ABILITY TO PROPERLY REROUTE CALLERS TO EMERGENCY SERVICES, AND CUSTOMER ACKNOWLEDGES THAT THE SERVICES MAY NOT PROPERLY IDENTIFY CALLS AS EMERGENCIES AND MAY NOT PROPERLY REROUTE EMERGENCY CALLS TO EMERGENCY SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL AURELIAN BE LIABLE TO CUSTOMER FOR ANY DAMAGES OR LIABILITY THAT CUSTOMER MAY INCUR THAT ARISE OUT OF THE USE OF THE SERVICES IN CONNECTION WITH EMERGENCIES.

8. Indemnification / Hold Harmless

Aurelian shall defend, indemnify and hold the Customer, its officers, officials, employees and volunteers harmless from any and all third party claims, injuries, damages, losses or suits including attorney fees (each a “**Claim**”) to the extent arising out of or resulting from: (a) the gross negligence or willful misconduct of Aurelian in performance of this Agreement; (b) violation of applicable law; and (c) an allegation that the Software used in accordance with this Agreement infringes any intellectual property rights, including copyright, of such third party (an “**Infringement Claim**”). The foregoing obligations are conditioned on Customer: (A) promptly notifying Aurelian in writing of such Claim; (B) giving Aurelian sole control of the defense thereof and any related settlement negotiations; and (C) cooperating and, at Aurelian’s request and expense, assisting in such defense. In the event that the use of the Platform is enjoined as a result of an Infringement Claim, Aurelian shall, at Customer’s option and at Aurelian’s expense either: (i) procure for Customer the right to continue using the Platform; (ii) replace the Software with a non-infringing but functionally equivalent product; (iii) modify the Software so it becomes non-infringing; or (iv) terminate this Agreement and refund the amounts Customer paid for access to the Platform that relate to the period during which Customer was not able to use the Platform. Notwithstanding the foregoing, Aurelian will have no obligation under this Section 8 to the extent an Infringement Claim is based upon: (1) any use of the Platform not in accordance with this Agreement; (2) any use of the Platform in combination with products, equipment, software, or data that is not contemplated by the Documentation or Aurelian did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; (3) any modification of the Platform by any person other than Aurelian or its authorized agents or subcontractors; or (4) any Third-Party Offering. This Section 8 states Aurelian’s entire liability and Customer’s sole and exclusive remedy for Infringement Claims

Subject to the limits of liability under Section 768.28(5), Florida Statutes regardless of the type or nature of the claim, Customer shall defend, indemnify and hold Aurelian harmless from any Claim brought by a third party (including Callers) to the extent that such claim, suit, or action is based upon: (a) Aurelian's use of any Customer Data in accordance with this Agreement; (b) Customer's use of any Customer Data; or (c) Customer's use of the Services, including, but not limited to, a claim that the Services failed to reroute a Caller to emergency services. The foregoing obligations are conditioned on Aurelian: (a) promptly notifying Customer in writing of such Aurelian Claim; (b) giving Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Customer's request and expense, assisting in such defense. Nothing in this Agreement shall constitute of a waiver of the Customer's sovereign immunity or any other defense, privilege or immunity afforded to Customer and its employees and officers by law.

A. Insurance Term

Aurelian shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Aurelian, its agents, representatives, or employees.

B. No Limitation

Aurelian's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Aurelian to the coverage provided by such insurance, or otherwise limit the Customer's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Aurelian shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The Customer shall be named as an additional insured under Aurelian's Commercial General Liability insurance policy with respect to the work performed for the Customer using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Technology Errors & Omissions (E&O)
5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Customer confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Customer, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Customer data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Customer or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

D. Minimum Amounts of Insurance

Aurelian shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

E. Other Insurance Provision

Aurelian's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Customer. Any insurance, self-insurance, or self-insured pool coverage maintained by the Customer shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Aurelian shall furnish the Customer with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

Aurelian shall provide the Customer with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of Aurelian to maintain the insurance as required shall constitute a material breach of contract.

K. Safeguarding of Personal Information

Aurelian shall not use or disclose Personal Information (or the similar term defined in applicable state law), in any manner that would constitute a violation of federal law or applicable provisions of state law. Aurelian agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

Aurelian shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

Aurelian shall have in place information security infrastructure in keeping with industry standard to protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

Aurelian and its sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Customer or as otherwise authorized by law.

Aurelian agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

Aurelian shall make the Personal Information available to amend as directed by Customer and incorporate any amendments into all the copies maintained by Aurelian or its subcontractors. Aurelian shall certify its return or destruction upon expiration or termination of the Agreement and Aurelian shall retain no copies. If Aurelian and Customer mutually determine that return or destruction is not feasible, Aurelian shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

Aurelian shall notify Customer in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Aurelian shall take necessary steps to mitigate the harmful effects of such use or disclosure. Aurelian is financially responsible for notification of any unauthorized access, use or disclosure to the extent attributable to Aurelian. The details of the notification must be approved by Customer. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

9. LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT., HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO AURELIAN UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD PRECEDING THE CLAIM, AS THE CASE MAY BE, DURING WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY OCCURRED. THE EXCLUSIONS AND LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 9 DO NOT APPLY TO A PARTY'S OBLIGATIONS UNDER SECTION 8, TO LIABILITY ARISING FROM A PARTY'S BREACH OF SECTION 10, OR TO LIABILITY ARISING FROM CUSTOMER'S BREACH OF ANY ONE OR MORE OF THE FOLLOWING: SECTIONS 3.2, 5, OR 7.2.

10. CONFIDENTIALITY.

10.1. Definitions. "Confidential Information" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. Aurelian's Confidential Information includes Software and Documentation. Customer's Confidential Information includes Customer Data.

10.2. Protection. Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Recipient's employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section 10. Recipient will be liable to the Discloser for any of its employees 'and independent contractors 'acts or omissions, which, if performed by Recipient, would constitute a breach of this Section 10. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.3. Exceptions. Recipient will have no confidentiality obligations under Section 10.2 above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, response to a public records request, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure.

11. GENERAL.

11.1. Independent Contractor. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

11.2. Subcontractors. Aurelian may utilize subcontractors, subprocessors, and other third-party service providers (collectively, "**Subcontractors**") in the performance of its obligations, provided that Aurelian will remain liable and responsible for the Subcontractors 'acts and omissions to the extent any of such acts or omissions, if performed by Aurelian, would constitute a breach of, or otherwise give rise to liability to Aurelian under, this Agreement when they are performing for or on behalf of Aurelian.

- 11.3. Assignment.** Neither party may assign this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent; except that a party may assign this Agreement without consent from the other party to (a) an Affiliate; or (b) any successor to its business or assets to which this Agreement relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing will be void and of no force or effect.
- 11.4. Use by Other Government Agencies.** The parties acknowledge that this Agreement has been negotiated by and entered into between Customer and Aurelian for the provision of Services described herein. Subject to Aurelian's approval, which shall not be unreasonably withheld, other government entities, including, but not limited to, other municipalities, counties, special districts, school districts, federal/state/local agencies, and other political subdivisions ("Participating Agencies"), may, to the extent permitted by law, procure the same Services and related services under the terms and conditions of this Agreement by entering into a fully-executed written order form with Contractor that references this Agreement (each, an "Order Form"), through a process commonly referred to as "piggybacking". Each Participating Agency that enters into such an Order Form shall be deemed a separate and independent licensee and party to this Agreement solely for the purposes of its use of the Services, and Contractor shall contract directly with each Participating Agency. Nothing herein shall obligate any Participating Agency to utilize this Agreement, nor shall it obligate Aurelian to provide goods or services beyond the scope of this Agreement, except to the extent agreed in an Order Form between Aurelian and such Participating Agency. The Customer shall have no liability or responsibility for the actions, obligations, or payments of any Participating Agency. Any dispute, obligation, or enforcement action arising from a Participating Agency's use of this Agreement shall be handled solely between Aurelian and the relevant Participating Agency.
- 11.5. Force Majeure.** Except for payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event
- 11.6. Notices.** To be effective, notices under this Agreement must be delivered in writing by courier, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address for each party first set forth on the signature page and will be effective upon receipt, except that e-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any other notices.
- 11.7. Governing Law; Venue.** The laws of the State of Florida govern this Agreement and any matters related to this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in Orange County, Florida in any litigation arising out of this Agreement or the Services.
- 11.8. Remedies.** Each party acknowledges that any actual or threatened breach of Sections 3.2 or 10 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.
- 11.9. Compliance with Laws.** Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement.
- 11.10. Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s).
- 11.11. No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
- 11.12. Waivers.** To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.13. Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall

prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. The venue of any action shall lie in the State or Federal Courts serving Orange County, Florida.

- 11.14. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 11.15. **Severability.** If any provision of this Agreement is unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).
- 11.16. **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.
- 11.17. **Entire Agreement.** This Agreement, including any Order and any exhibits or attachments thereto (including any Executive Summary), constitutes the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No modifications to this Agreement will be binding on the other party unless accepted in writing by both parties. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Agreement will govern unless the Order specifically overrides this Agreement. No amendment to this Agreement will be effective unless in writing and signed by the party to be charged.

The parties by their authorized representatives have entered into this Master Services Agreement as of the Effective Date.

City of Winter Garden, a Florida municipal corporation Needl, INC.
for its Winter Garden Police Department

Signature: _____

Signature: _____

Printed: Jon C. Williams, City Manager

Printed: _____

Title: _____

Date: _____

Date: _____

**AURELIAN
ORDER #79**

This **ORDER** ("**Order**") is dated _____ (the "**Order Effective Date**") and is between **Needl, Inc.**, a Delaware corporation ("**Aurelian**") and the customer identified below ("**Customer**") and governs Customer's access to and use of the Platform and Aurelian's provision of the Services under the Master Services Agreement between the parties dated _____ (the "**MSA**"). Capitalized terms used in this Order but not defined have the meanings given to them in the MSA.

CUSTOMER INFORMATION

Name:	City of Winter Garden for its Winter Garden Police Department	Address:			
City		State:		Zip Code:	
CUSTOMER PRIMARY CONTACT INFORMATION					
Full Name:		Title:			
Phone Number:		Email:			
TERM					
<ul style="list-style-type: none"> The Initial Term of this Order begins on the Order Effective Date and continues for three years, subject to autorenewal as set forth in the MSA. 					
SOFTWARE PURCHASED					
<ul style="list-style-type: none"> Standard hosted software service offering of Aurelian, inclusive of all call routing and call automation services (referred to as the "Service" in the MSA. 					
FEES					
<ul style="list-style-type: none"> Customer's use of the Services under this Order will be subject to the following fees: Year 1: \$55,000 due on the Order Effective Date Year 2: \$55,000 due 12 months after the due Order Effective Date Year 3: \$55,000 due 24 months after the due Order Effective Date <p>Fees include implementation, support, and CAD integration services (excluding any charges your CAD provider may apply). The contract may be canceled with 30 days' notice for a pro-rated refund on a monthly basis within the first year or as otherwise provided by the MSA.</p>					
USAGE LIMITS					
<ul style="list-style-type: none"> The Services may be accessed and used by the Customer only. The Customer shall not permit any other affiliates, subsidiaries, agencies, or parties to access or use the Services under this Order. 					

This Order is governed by, and subject to, the MSA. This Order may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

City of Winter Garden for its Winter Garden Police Department

NEEDL, INC.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Graham, Chief of Police

Via: Jon C. Williams, City Manager

Date: February 3, 2026 **Meeting Date:** February 26, 2026

Subject: Code Enforcement Board Appointment

Issue: One member of the Code Enforcement board recently resigned, leaving one board vacancy.

Discussion:

One members of the Code Enforcement Board recently resigned. That member is:

- Eddie Young, District 2, experienced in the Construction Management industry.

City Code does not have any requirements for this board that the appointees live within specific districts. The Code only requires that the seven members live within the City and states “membership of the code enforcement board shall be made on the basis of experience or interest in the fields of zoning and building control in the sole discretion of the city commission and shall, whenever possible, include an architect, a businessman, an engineer, a general contractor, a subcontractor and a realtor.”

Recommended action:

Motion to appoint a new member to the Code Enforcement Board.



BOARDS & COMMITTEES INTEREST

NAME: Linda M. Pinto

HOME ADDRESS: 713 Orange Belt Loop, Winter Garden, FL 34787 DISTRICT # 1

PHONE: 703-582-0940 ALTERNATE: _____

EMAIL: lpintro@yahoo.com OCCUPATION: Attorney

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? Christian Help Employ. & Res. Ctr, The Nurture Place, InFirst FCU

REFERENCE(S): Jackie Avery/Brit Johnson LICENSE/CERTIFICATION(S) DC & PA Bar

EDUCATION/EXPERIENCE: JD/George Washington Univ.(1984); BA/Syracuse Univ.(1981)

ADDITIONAL CONSIDERATIONS Retired JAG, USAF(2009); Retired FCC (2024).

Volunteer: Poverty Solutions Group (Circles West Orange); Jobs Partnership

BOARD(S) OF INTEREST

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

PLEASE CHECK ALL THAT APPLY - SEE WEBSITE FOR DESCRIPTIONS

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

PLEASE NOTE:

- ALL VOLUNTEERS MUST ADHERE TO FLORIDA STATE STATUTES AS APPLICABLE TO CONFLICTS OF INTEREST
- THIS APPLICATION WILL BE SUBMITTED TO THE CITY COMMISSION FOR CONSIDERATION
- (*) MEMBERS SERVING ON THESE BOARDS ARE REQUIRED TO FILE AN ANNUAL FINANCIAL DISCLOSURE
- THIS FORM BECOMES A **PUBLIC RECORD** ONCE SUBMITTED TO THE CITY CLERK'S OFFICE



QUESTIONS?

CONTACT - CITY CLERK'S OFFICE - 407-656-4111 EXT. 2297
E-MAIL: CITYCLERK@CWGDN.COM

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



BOARDS & COMMITTEES INTEREST

NAME: Thomas Liebscher Morelli

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

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

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

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

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

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

EDUCATION/EXPERIENCE: Juris Doctorate / Practicing Attorney

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

BOARD(S) OF INTEREST

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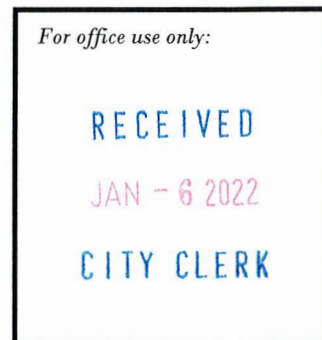
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| <input checked="" type="checkbox"/> Architectural Review & Historic Preservation | <input type="checkbox"/> General Employees Pension Board* | <input type="checkbox"/> Police & Firefighter Pension Board* |
| <input checked="" type="checkbox"/> Code Enforcement Board* | <input checked="" type="checkbox"/> Community Redevelopment Agency Advisory Board* | |
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APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND SUBMITTED FOR CONSIDERATION AS BOARD VACANCIES OCCUR



BOARDS & COMMITTEES INTEREST

NAME: Benjamin LaTorre

HOME ADDRESS: 753 Rainfall Drive DISTRICT # 2

PHONE: 407-394-9183 ALTERNATE: _____

EMAIL: blatorre4050@yahoo.com OCCUPATION: Auditor

U.S. CITIZEN? YES NO

CITY RESIDENT? YES NO

REGISTERED VOTER? YES NO

CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? Election

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

EDUCATION/EXPERIENCE: Masters in Accounting

ADDITIONAL CONSIDERATIONS knights of Columbus

BOARD(S) OF INTEREST

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

PLEASE CHECK ALL THAT APPLY - SEE WEBSITE FOR DESCRIPTIONS

Architectural Review & Historic Preservation

General Employees Pension Board*

Police & Firefighter Pension Board*

Code Enforcement Board*

Community Redevelopment Agency Advisory Board*

Planning & Zoning Board*

Election Canvassing Board

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For office use only:

RECEIVED

MAR 16 2023

CITY CLERK

QUESTIONS?

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E-MAIL: CITYCLERK@CWGDN.COM

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



BOARDS & COMMITTEES INTEREST

NAME: Christopher Wyszynski

HOME ADDRESS: 14954 Tullamore Loop DISTRICT # 4

PHONE: 904-718-8587 ALTERNATE: _____

EMAIL: ch.wyszynski@gmail.com OCCUPATION: Attorney

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

REGISTERED VOTER? YES NO CITY EMPLOYEE? YES NO

PRIOR BOARD(S) YOU SERVED? N/A

REFERENCE(S): Mike Milne 407-641-2111 LICENSE/CERTIFICATION(S) Florida Bar 84810

EDUCATION/EXPERIENCE: JD from FCSL 2010; FL Bar member 2010

ADDITIONAL CONSIDERATIONS Practice has focused on construction issues for six years, including
lien, permitting, and development concerns.

BOARD(S) OF INTEREST

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

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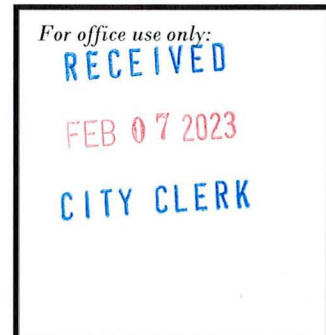
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| <input checked="" type="checkbox"/> Architectural Review & Historic Preservation | <input type="checkbox"/> General Employees Pension Board* | <input type="checkbox"/> Police & Firefighter Pension Board* |
| <input checked="" type="checkbox"/> Code Enforcement Board* | <input checked="" type="checkbox"/> Community Redevelopment Agency Advisory Board* | |
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APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND SUBMITTED FOR CONSIDERATION AS BOARD VACANCIES OCCUR

THE CITY OF WINTER GARDEN CITY

COMMISSION AGENDA ITEM

From: Jim Monahan, P.E., City Engineer – Public Services

Via: Jon C Williams, City Manager

Date: February 19, 2026 **Meeting Date:** February 26, 2026

Subject: Approve a Purchase Order for Mead and Hunt to design the Smith Street Reclaimed Water Ground Storage Tank (GST) and Pumping Station (PS) project.

Issue: This proposal is for the design of a 6-million-gallon reclaimed water GST and PS at the City owned property located at 440 East Smith Street. The GST will receive reclaimed water from a 20-inch reclaimed water transmission main that is pumped from the Crest Avenue WWTP. The Smith Street GST and PS is a recommended short-term project (RW-2) described in the Reclaimed Water Facility Plan. Construction of the Reclaimed Water Facility Plan short-term projects will enable the City to utilize at least 90% of reclaimed water produced by the Crest Ave WWTP and discontinue use of Conserv II water as a supplemental reclaimed water supply.

Recommended Action:

Recommend approving a Purchase Order for Mead and Hunt, Inc., in the amount of \$618,631 to design the Smith Street Reclaimed Water GST and PS.

Attachments/References:

- Scope of Work from Mead and Hunt, Inc.
- Reclaimed Facility Plan (abbreviated)



February 4, 2026

Jim Monahan, PE
City Engineer
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787

Email: jmonahan1@cwgd.com
Hard Copy Mailed Only on Request

**Subject: SMITH STREET RECLAIMED WATER GROUND STORAGE TANK AND PUMP STATION
ENGINEERING SCOPE AND FEE ESTIMATE**

Dear Jim,

In accordance with your request, we are pleased to offer the enclosed engineering scope of services and fee estimate for the new Smith Street 6-million-gallon reclaimed water ground storage tank and pumping station. The enclosed scope and fee proposal is for survey, planning, design, engineering, and geotechnical services associated with the Southeast Storage tank project.

Our firm has designed numerous ground storage and pumping station projects and understands the complexity of this type of construction and the necessary design elements. The scope of services includes allowances for survey and geotechnical subconsulting services.

We appreciate this opportunity to continue to be of service. If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,
MEAD & HUNT, Inc.

Brad Blais, PE
Vice President/Client Manager

Justin Kise, PE, DBIA
Project Manager

BB/JK:bf

Attachment – Figure 1

**CITY OF WINTER GARDEN
SMITH STREET RECLAIMED WATER GROUND STORAGE TANK AND PUMP STATION
ENGINEERING SCOPE AND FEE ESTIMATE**

This Task Order is in conformance with the Continuing Contract for Professional Engineering Services RFQ 23-001 dated March 9, 2023, between the City of Winter Garden (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The proposed project entails design, permitting and bidding assistance for a new 6 MG prestressed composite reclaimed water storage tank, high service pump station, mechanical piping, yard piping, and electrical/instrumentation systems. The new facility will be located in the vicinity of E. Smith Street and 9th Street. A figure depicting the proposed location of the project is included herein as Figure #1. The scope and fee proposal submitted herein includes planning, design, permitting and bidding assistance. Ancillary services for survey and geotechnical services are also included within the project scope.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project for the CITY. It is assumed that these services will cover the estimated 12-month project design.

Project Kick-Off Meeting

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule, and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement a quality assurance and control process, which includes:

Independent technical review of alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, and conflicts.

Independent review of the project technical work products before its submission to the CITY.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary
- Monthly Invoices

PHASE 2 – PRELIMINARY DESIGN

Survey Coordination

MEAD & HUNT will obtain the services of a licensed surveyor to conduct a site survey. The surveyor costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT's coordination of the survey efforts and administration of the subconsultants contract are included herein.

Geotechnical Coordination

MEAD & HUNT will obtain the services of a geotechnical subconsultant. The geotechnical costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT's coordination of the geotechnical efforts and administration of the subconsultants contract are included herein.

Utility Coordination

MEAD & HUNT will submit for a design ticket with Sunshine 811 to determine the existing utility owners in the area of the proposed improvements, and points of connection. 60% design drawings will be submitted to the utility owners identified on the design ticket for mark-up of existing facilities. Mark-ups received from utility owners will be transferred to the design drawings.

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR) evaluating design alternatives and budget level pricing. The preliminary design concepts detailed in the PDR will be viable options for a comparison of alternatives. A draft PDR will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a draft PDR review meeting to discuss the CITY's comments on the draft PDR. Comments received will be incorporated into the final PDR and subsequent design documents. The PDR will include all relevant information needed to satisfy 30% design assumptions and project scope parameters including equipment selection.

Deliverables – Preliminary Design

- Draft Preliminary Design Report
- Preliminary Design Review Meeting Summary
- Final Preliminary Design Report

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% drawings and specifications that reflect the proposed improvements detailed in the final PDR / 30% Design review meeting. The CITY's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. MEAD & HUNT will schedule and attend a 60% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 90% design documents.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC
- PDR/30% Comment/Response Log

Task 2 – 90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings to 90% completion. MEAD & HUNT will advance the 60% technical specifications to the 90% level for construction of the new components and facilities. MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the CITY and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 60% review meeting are addressed in the 90% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC
- 60% Comment/Response Log

Task 3 – 100% Design Development

Based on the CITY's 90% review comments and discussions at the 90% review meeting, MEAD & HUNT will advance the 90% design drawings to 100% completion. MEAD & HUNT will advance the 90% technical specifications to the 100% level for construction. MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 90% Comment Response Log

PHASE 4 – PERMITTING

Environmental Resources Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, any necessary revisions to the design recommendations will be reviewed with the CITY and incorporated into the various design components.

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements and input from the pre-application meeting. Permit applications will be submitted after the 90% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees paid by CITY.

Site Plan Approval

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the CITY.

Deliverables – Permitting

- Final Environmental Resource Permit application and final permit
- Final Site Plan Approval application and final site plan approval

PHASE 5 – BIDDING SERVICES AND FUNDING ASSISTANCE

The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Bid Documents

MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications.

Pre-Bid Meeting

MEAD & HUNT will attend and lead a pre-bid meeting at the CITY facility to review the project details before bids are submitted. MEAD & HUNT will present project details and answer potential bidders' questions at this meeting.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. Questions and responses will be documented and submitted to the CITY for distribution to potential bidders in the form of addenda. MEAD & HUNT will prepare addenda.

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Funding Assistance

A CWSRF Facility Plan Amendment (PLAN) was prepared for the CITY's reclaimed water system and proposed improvements. This PLAN identifies, describes, and prioritizes reclaimed water system improvements required for effluent disposal and beneficial reclaimed water utilization. The Priority 1 projects include the Smith Street Ground Storage Tank and Pump station and the Crest Avenue/Smith Street transmission main projects. MEAD & HUNT will provide funding assistance required for SRF and grant funding. This includes preparation of an RFI and loan application for the ground storage & pump station and the transmission main projects. This assistance also includes preparation of up to five (5) grant applications and two (2) loans. Funding compliance during construction will be provided on subsequent task authorizations during the construction phase.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Pre-bid Meeting Agenda and Summary
- Addenda to bid documents
- Final bid tabulation
- Recommendation of award

PHASE 6 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc. It is assumed permit application fees will be paid by the CITY. Items included in this phase will be billed at actual cost plus 10%.

- Geotechnical – Soil borings and geotechnical evaluation will be performed by Andreyev Engineering, Inc. (AEI). This will be billed at actual cost plus 10% as a separate allowance.
- Survey – The design survey shall include the entire route, underground utilities identified by surveyor, topography to a point 10' behind the R/W, and existing house pad elevations. The survey will be performed by Southeastern Surveying & Mapping Corporation (SSMC). This work will be billed at actual cost plus 10% as a separate allowance.

PHASE 7 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the CITY to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the CITY.

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 Project Management</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 Preliminary Design</i>	<i>60 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 Project Design</i>		
<i>Task 1 60% Design Development</i>	<i>90 days</i>	<i>Approval of PDR/30% Design</i>
<i>Task 2 90% Design Development</i>	<i>45 days</i>	<i>Approval of 60% Design</i>
<i>Task 3 100% Design Development</i>	<i>30 days</i>	<i>Approval of 90% Design</i>
<i>Phase 4 Permitting</i>	<i>60 days</i>	<i>Approval of 90% Design</i>
<i>Phase 5 Bidding Services and Funding Assistance</i>	<i>60 days</i>	<i>Approval of 100% Design</i>

The above timeframes *do not* include Client and agency review time.

COMPENSATION

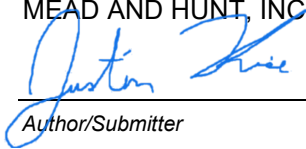

The fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$56,120</i>	<i>Lump Sum</i>
<i>Phase 2 – Preliminary Design</i>	<i>\$123,122</i>	<i>Lump Sum</i>
<i>Phase 3 – Project Design</i>	<i>\$260,012</i>	<i>Lump Sum</i>
<i>Phase 4 – Permitting</i>	<i>\$32,246</i>	<i>Lump Sum</i>
<i>Phase 5 – Bidding Services and Funding Assistance</i>	<i>\$41,309</i>	<i>Lump Sum</i>
<i>Subtotal</i>	<i>\$512,809</i>	
<i>Phase 6 – Subconsultants/Reimbursables</i>	<i>\$54,541</i>	<i>Actual Cost + 10%</i>
<i>Phase 7 – Contingency at 10%</i>	<i>\$51,281</i>	<i>Time & Expenses</i>
TOTAL	\$618,631	

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Winter Garden and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services.

	MEAD AND HUNT, INC.	Approved by: MEAD & HUNT, INC.
By:	 _____ <i>Author/Submitter</i>	 _____ <i>Authorized Signer Review</i>
Name:	<u>Justin Kise, PE, DBIA</u>	Name: <u>Brad T. Blais, PE</u>
Title:	<u>Group Leader</u>	Title: <u>Vice President/Client Manager</u>
Date:	<u>January 29, 2026</u>	Date: <u>January 29, 2026</u>

Accepted by: CITY OF WINTER GARDEN

By: _____
The above person is authorized to sign for the Owner and bind the Owner to the terms hereof.

Name: _____

Title: _____

Date: _____

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Jim Monahan, PE

February 4, 2026

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IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF WINTER GARDEN, 300 WEST PLANT STREET, WINTER GARDEN, FL 34787, City Clerk, Angee Grimage, CMC, (407) 656-4111, Ext. 2297, agrimmage@wintergarden-fl.gov.



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These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. Any other use or reuse by owner or by others will be at owner's sole risk and without liability or legal exposure to Mead & Hunt. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

WG Reuse Facility Plan
Figure-1 Smith St. Ground Storage Tanks and Pump Station



January 21, 2026

VIA EMAIL: Etienne.Vawters@meadhunt.com

Mr. Etienne Vawters, PE | **Project Engineer | Water/Wastewater**
Mead & Hunt, Inc.
2203 North Lois Avenue
Tampa, Florida 33607
813-210-8747

RE: City of Winter Garden Smith Street Storage Tank and Pump Station – Boundary & Topographic Survey Revised
Address: E. Smith Street, Winter Garden, FL 34787 | PID: 23-22-27-4042-14-010 & 23-22-27-4042-15-010
Section 23, Township 22 South, Range 27 East, Orange County, Florida

Dear Mr. Vawters,

PROJECT STATEMENT: We are pleased to submit our *revised* proposal for Surveying Services on the above-referenced project. It is our understanding that Mead & Hunt, Inc. requires a Boundary and Topographic Survey to support the design/construction of the Smith Street Storage Tank and Pump Station Project. We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

SCOPE OF WORK:

Provide a **Boundary and Topographic Survey** to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

TASK I – Boundary Survey

1. Establish the location of all boundary corners and reset any missing corners.
2. Locate all improvements and utilities, as evidenced by above ground features.
3. Review initial Title Commitment as provided to address record easements or servitudes and covenants within the subject boundaries with respect to physical location of any land description therein. We will not make statements as to whether Schedule B2 items affect, benefit, encumber or burden the subject property, as those are legal determinations outside of our expertise. Additional fees may be required for further work due to revisions of the Title Commitment or request for reviews of non-easement items such as liens, mortgages, agreements, or leases.

TASK II – Topographic Survey

1. Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
3. Establish a minimum of four (4) site benchmarks.
4. Topographic coverage will be limited to the above-named parcels limits plus an additional ten (10) feet and the full limits of all adjacent Right of Ways plus an additional ten (10) feet.
5. Locate wetlands line as flagged by clients Environmental Consultant if required.
6. Locate soil borings as established by the client’s Geotechnical consultant if required.
7. Locate Trees eight (8) inches and up as measured at breast height (DBH).

Utility owners no longer designate and mark their utilities as a result of contacting Sunshine 811 during the design phase, therefore Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from said Design Ticket.

DELIVERABLE

The final product will be **three (3)** certified copies.

DELIVERY

All documents will be sent to the client or the client’s representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client’s representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client’s overnight carrier account number for shipping.

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit “A”**. Additional services we can provide include, but are not limited to:

- Subsurface Utility Designation and Marking of Utility Lines (QUALITY LEVEL - B) (contracted service) during the design phase using electronic equipment and ground penetrating radar (GPR)

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

PROJECT TIMELINE

We anticipate the completion of the above-described work within **six to eight (6-8) weeks** after receipt of a written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

Boundary and Topographic Survey \$ 24,975.50

PAYMENT TERMS:

Payment is expected within thirty (30) days from the date of the invoice.

LATE FEES

Late fees will be assessed to all payments past the 30-day mark. The late fee will be in the amount of \$50.00. Additional late fees will continue to accrue every 30 days past the invoice date. Reference invoice number and please remit all payments to 6500 All American Blvd. Orlando, FL 32810.

PAYMENT OPTIONS

SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

CLOSURE

In addition to the matters set forth above, our Agreement shall include and be subject to, and only to the attached General Terms and Conditions, which are incorporated by reference. **UPON SIGNATURE, NO OTHER CONTRACTS WILL BE CONSIDERED FOR THIS SCOPE OF WORK.**

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,



Alex D. Jenkins, PSM
Project Manager
ADJ:ler

If the above scope, period of service and project fees meets with your approval, please forward the service Work Order along with the client Prime Agreement as per the Master Services Agreement dated 07/25/22 to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement.

Fees and times stated in this agreement are valid for six months from the date of the proposal.

ACCEPTED BY:

_____/_____
Principal / or Corporate Officer TITLE Printed Name Date

EXHIBIT “A”

HOURLY RATES

Surveying and Mapping Services

Category	Day Rate	Night / Weekend Rates
Professional Surveyor & Mapper/PSM	\$ 199.00	
Project Surveyor	\$ 177.00	
Expert Witness	\$ 360.00	
Senior Technician	\$ 133.00	
CAD Technician	\$ 118.00	
Clerical	\$ 79.00	\$ 118.00
One Person Field Crew	\$ 133.00	
Two Person Field Crew	\$ 178.00	\$ 267.00
Three Person Field Crew	\$ 233.00	\$ 350.00
Four Person Field Crew	\$ 289.00	\$ 433.00
Sketch of Descriptions (per SD)	\$ 676.00	
Residential Elevation Certificate	\$ 925.00	
Commercial Elevation Certificate (per bldg.)	\$ 1,306.00	
Initial and Second Plat Review (up to two sheets)	\$ 1,150.00 / per plat	
Initial and Second Plat Review (over two sheets)	\$ 200.00 / per sheet	
Plat (Third or additional reviews of same plat)	\$ 450.00 / each	

LiDAR/UAV

Category	Day Rate	Night / Weekend Rates
LiDAR Technician	\$ 133.00	
LiDAR Project Manager	\$ 177.00	
LiDAR One Person Field Crew	\$ 155.00	
LiDAR Two Person Field Crew	\$ 204.00	
Clerical	\$ 79.00	\$ 118.00
UAS/UAV Photogrammetry Crew	\$ 268.00	
Mobile Scan Crew	\$ 268.00	

Construction Services

Category	Day Rate	Night / Weekend Rates
Construction Professional Surveyor & Mapper	\$ 203.00	
Construction Project Manager	\$ 203.00	
Construction Senior Technician	\$ 153.00	
Construction CAD Technician	\$ 136.00	
Clerical	\$ 79.00	\$ 118.00
Construction One Person Field Crew	\$ 153.00	
Construction Two Person Field Crew	\$ 204.00	\$ 306.00
Construction Three Person Field Crew	\$ 268.00	\$ 402.00
Construction Four Person Field Crew	\$ 332.00	\$ 498.00

GIS Services

Category	Day Rate	Night / Weekend Rates
Professional Engineer	\$ 213.00	
GIS Project Manager	\$ 177.00	
GIS Analyst	\$ 119.00	
GIS Technician	\$ 79.00	
Clerical	\$ 79.00	\$ 118.00
Two Person GIS Crew	\$ 178.00	
One Person GIS Crew	\$ 133.00	

Subsurface Utility Engineering (SUE) Services

Category	Day Rate	Night / Weekend Rates
Project Manager	\$ 177.00	\$ 265.00
Senior Technician	\$ 133.00	\$ 200.00
Clerical	\$ 79.00	\$ 118.00
One Person Crew	\$ 178.00	\$ 267.00
Two Person Crew	\$ 216.00	\$ 324.00
Three Person Crew	\$ 301.00	\$ 451.00
Vacuum Excavation (Per Test Hole)		
1-3 Test Holes/Dirt	\$ 2,664.00	\$ 3,864.00
1-3 Test Holes/Asphalt/Concrete	\$ 2,664.00	\$ 3,864.00
4 or more Test Holes/Dirt (Per Location)	\$ 616.00 / each	\$ 924.00 / each
4 or more Test Holes/Asphalt/Concrete (Per)	\$ 765.00 / each	\$ 1,148.00 / each
One Person Concrete Radar Mapping/Imaging	\$ 217.00	\$ 336.00
Temporary Traffic Control (TTC)		
Per Lane Closure	\$ 1,013.00 / each	\$ 1,231.00 / each
Per Sidewalk Closure	\$ 500.00 / each	\$ 600.00 / each
Flagman Control (Hourly – Per Flagger)	\$ 100.00	\$ 150.00
Mast Arms (Per Location)		
Subsurface Utility Locating (QL-B & QL-A)	\$ 1,656.00	
Concrete/Asphalt Removal & Repair	\$ 436.00	
Survey Staking of Pole Location	\$ 431.00	

Miscellaneous Services

Per Diem/Lodging Expenses		
Category	Day Rate	Night / Weekend Rates
Per Day Two Person Crew	\$ 395.00	
Per Day Three Person Crew	\$ 595.00	

GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the Proposal Letter, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon You as if they were fully outlined in the Proposal Letter and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, You agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR DECISIONS

You, or any of Your directors, officers, partners, members, managers, employees, or agents having apparent authority over You, may (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement by sending an email to the SSMC Project Manager or the Contracts Department at contracts@ssmc.us. Any oral decisions must be followed up in writing within seven (7) days, or SSMC will consider the oral request binding.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

TERM OF CONTRACT

The term of this Agreement shall begin and end based on the Project Timeline provided above unless both Parties agree in writing to extend the Project.

PAYMENT

SSMC may submit invoices to You anytime for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee Services or, in the case of hourly Services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the Agreement and to initiate proceedings to recover amounts owed by You. Additionally, SSMC shall have the right to withhold from You the possession or use of any drawings or documents prepared by SSMC for You under this or any other agreement with You until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If You do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments You make should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, You agree that SSMC may apply payments in our sole discretion. Time is of the essence of Your payment obligations, and Your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications, and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service, for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by You or others on other projects for any reason or completion of this Project by other professionals unless You enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either Party may terminate the Agreement if the other Party materially breaches the Agreement. You shall immediately pay SSMC for our Services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incurred as a result of the termination.

ASSIGNMENT

Neither Party shall assign or transfer any rights, interests, or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than You, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW, DISPUTES AND ATTORNEY'S FEES

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties irrevocably waive all rights to trial by jury in any action, proceeding, or counterclaim arising from or related to this Agreement. The Parties agree that any dispute arising from or related to the Services will be subject to mediation. Mediation will occur in Orlando, Florida. If mediation is unsuccessful, then binding arbitration is to be administered in accordance with the American Arbitration Association in Orlando, Florida. The losing Party shall pay the winning Party's reasonable attorney's fees and expenses for the mediation and/or arbitration of any cause of action, claim, or demand arising under this Agreement.

SEVERABILITY

If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each Party's rights shall be construed, and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage, or bodily injury of or to You caused in whole or in part by SSMC in the performance of this Agreement, or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that You have paid to SSMC for the Services. The Parties intend that the preceding limitation on liability shall apply to all claims, whether in tort, contract, warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against You by any other person who may suffer any loss, property damage, or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to You, in any event or for any amount, for delays, consequential, special, incidental, punitive, or exemplary damages.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages, or bodily injury arising out of work undertaken on the Project by You, or Your Contractor, subcontractor or other independent company or consultant employed by You to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by who performed, for and on behalf of You, or such Contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that You are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue to carry General Liability in the amount of \$1M per occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$2M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$1M. General Liability, Automobile Liability, and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing Your Company as the certificate holder for one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement serves as SSMC's official offer of work. Upon signature, this Agreement and all accompanying exhibits or attachments constitute the entire Agreement between the Parties and will supersede any prior Agreements (whether oral or written) for the associated Services. No prior representations, statements, or inducements made by either SSMC, You, or the respective agents of either that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both Parties. Once the signed Agreement is received, SSMC will NOT accept any additional contractual documents unless it is an amendment to this Agreement. All amendments will be incorporated by reference in the Agreement and signed or initialed on behalf of both Parties.



Date: Updated January 23, 2024

To: Mead & Hunt
4010 W Boy Scout Blvd, Suite 1000
Tampa, FL 33607

Attention: Mr. Justin Kise, P.E.

Subject: Proposal, Geotechnical Investigation, Ground Storage Tank and Pump Station, Smith Street WWTF, Corner of E. Maple Street and 9th Street, Winter Garden, Orange County, Florida

Dear Mr. Kise:

As requested, Andreyev Engineering, Inc. (AEI) is pleased to submit this proposal to provide geotechnical services associated with the proposed 6 MG capacity, 180-foot diameter Ground Storage Tank (GST) and Pump Station at the Smith Street Waste WWTF located at the corner of E. Maple Street and 9th Street in Winter Garden, Orange County, Florida.

In order to assist in the geotechnical design and permitting of the project and in consideration of the anticipated site conditions, we propose to conduct the following scope of investigation:

- Drill five (5) Standard Penetration Test (SPT) borings to drilling refusal depth (assumed to be at a depth of 100 feet below ground surface), with one (1) boring near the center of the proposed Ground Water Storage Tank and four (4) borings along the perimeter.
- Drill one (1) Standard Penetration Test (SPT) borings to a depth of 25 feet below ground surface, at the location of proposed pump station.
- Perform laboratory corrosion series tests (pH, chloride, sulfate and electrical resistivity) on two (2) samples of near surface soil samples collected from a depth of 2 to 3 feet.
- Should excessively weak or raveled soils, indicated by weight-of-rod (WR) and weight-of-hammer (WH) events be encountered during the SPT borings at the site, Cone Penetration Tests (CPT soundings) will be performed around the borings to delineate the lateral extent of these raveled soil zones. A budgetary provision of five (5) CPT soundings to be performed over one (1) day of CPT soundings is included in this proposal. The CPTs will not be charged if they are not needed.

The proposed scope of services will be supervised by a geotechnical engineer licensed in the state of Florida. The results of the exploration will be presented in a geotechnical report. This report will include subsurface information in profile form, analyses of field and laboratory test results and foundation and earthwork recommendations for the proposed ground storage tank and pump station at the site.

We estimate our fee to conduct this complete investigation including field investigation, laboratory tests, analyses and preparation of reports will be **\$23,107.50**. This estimate assumes that the site is clear and accessible to truck-mounted drilling equipment. If clearing is needed for access of our drilling equipment, you will be charged extra for the actual cost of clearing plus 20%. Alternatively, you can arrange the clearing. The cost estimate includes staking of the bore hole locations using our Trimble GPS survey equipment and we assume that the bore hole locations will be surveyed by your surveyor after completion of the borings. We anticipate that we can begin this investigation within 3-4 working days after receiving your authorization and estimate report completion within 10 to 15 working days thereafter.

AUTHORIZATION

To authorize us to proceed with this project, please sign on the space below and return a copy for our records. Authorization should be indicated by the person or firm responsible for payment of our invoice.

We appreciate the opportunity to submit this proposal for your review and consideration and look forward to working with you on this project. If you have any questions concerning this proposal, please feel free to contact our office.

Sincerely,

ANDREYEV ENGINEERING, INC.



Raymond W. Jones, P.E.
Florida Registration No. 58079

Attachment: Scope of Work and Fee Estimate

Conditions of Acceptance: The above proposal is acceptable. The proposal constitutes a binding contract between AEI and the Client. It is agreed by the Client and AEI that there are no additional terms, conditions, or agreements with respect to the project, other than the items referenced in this proposal and identified here in these Conditions of Acceptance. Payment shall be due within 30 days after the date of each invoice. For past due invoices, interest shall accrue at 18% per annum (or the highest rate allowable by law). All attorneys' fees and expenses associated with AEI's collection of past due invoices shall be paid by Client. The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. Whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by AEI constitutes acceptance of these Conditions of Acceptance.

Geotechnical investigation of Ground Storage Tank and Pum Station at Smith Street WWTF,
Winter Garden, Orange County, Florida

Estimated Fee: \$23,107.50

ACCEPTED BY: (Name) _____ (Signature) _____

TITLE: _____ DATE: _____

BILLING ADDRESS: _____

PHONE: _____ CELL: _____ FAX: _____

**ATTACHMENT
SCOPE OF WORK AND FEE ESITMATE**

I. Field Investigations

• Mobilization of truck-mounted drilling rig and crew	\$ 695.00
• Stake boring locations using Trimble GPS survey equipment Lump Sum	500.00
• Drill five (5) SPT Borings to 100' depth at the proposed GST	
0-50 feet 250 L.F. X \$17.50/ L.F.	4,375.00
50-100 feet 250 L.F. X \$20.00/L.F.	5,000.00
• Drill one (1) SPT Boring to 25' depth at proposed Pump Station	
0-50 feet 25 L.F. X \$17.50/ L.F.	437.50
• Seal Bore Holes with Bentonite Hole Plug/Soil	
6 bore holes @ \$200.00/hole	1,200.00
• Collect samples for corrosion series tests at two (2) locations	
2 samples @ \$50.00/sample	100.00
• Mobilization of CPT sounding rig and crew (if needed)	500.00
• Perform CPT soundings to rig refusal at 5 locations (if needed)	
1 day of CPT soundings @ \$3,950.00/day	<u>3,950.00</u>

Subtotal \$ 16,757.50

II. Laboratory Investigations

• Soil Classification	
Senior Engineering Technician; 2 hours @ \$90.00	\$ 180.00
• Limited Laboratory Classification Testing	
Lump Sum	500.00
• Corrosion series tests (pH, Sulfate, chloride and resistivity)	
2 tests @\$350.00/series	<u>700.00</u>

Subtotal \$ 1,380.00

III. Engineering Services

• Principal Engineer	
2 hours @ \$245.00/hr	\$ 490.00
• Senior Project Engineer	
20 hours @ \$200.00/hr	4,000.00
• Drafting Services	
4 hours @ \$85.00/hr	340.00
• Secretarial Services	
2 hours @ \$ 70.00/hr	<u>140.00</u>

Subtotal \$ 4,970.00

TOTAL FEE \$ 23,107.50

FINAL DRAFT

Reclaimed Water Facility Plan

December 7, 2022



Executive Summary

New sewer and reclaimed water customers, Basin Management Action Plan (BMAP) requirements, consumptive use permit (CUP) conditions, and recent state legislation contribute to the need for new reclaimed water treatment, storage, pumping, transmission and distribution facilities. The existing reclaimed water distribution system requires expansion to serve new development and beneficially utilize additional effluent.

Winter Garden has a population of approximately 49,344 people and WWTP influent flows of approximately 4.0 MGD. This represents 85% of the Crest Ave. plant's rated capacity of 4.75 MGD. The public access reclaimed water system serves approximately 25,000 residential and commercial customers and has an average annual demand of approximately 4.16 MGD and a corresponding influent flow of 4.02 MGD. This demand is met by a combination of effluent from the Crest Ave. WWTP and PAR purchased from Orlando's Conserv II facility. The PAR system and RIBS serve as the City's only means of effluent disposal. Currently, effluent flows to the PAR system and RIBS is approximately equal at roughly 2.0 MGD sent to each.

Review of the data indicates that approximately 2.0 MGD of reclaimed water is being purchased annually from Conserv II. A total maximum daily load (TMDL) has been established for the Wekiwa and Rock Springs basin and the basin management action plan (BMAP) regulates effluent that is land applied within the basin. Specifically, land application of reclaimed water will be limited to PAR meeting advanced wastewater treatment (AWT) criteria. Effluent from Conserv II does not meet AWT and the Utilities Commission does not intend to upgrade treatment to AWT. The City of Winter Garden is upgrading and expanding their facilities to meet AWT; therefore, the PAR system serving existing and future customers must be capable of satisfying average and peak day demands. This will entail utilizing all available effluent and augmenting during peak irrigation periods.

The City has an existing surface water augmentation system that can be used to replace supplies currently being met by Conserv II. This plan includes significant additional storage, pumping and transmission projects that will improve the City's ability to harvest all of the PAR produced at Crest Ave., utilize the existing augmentation systems and also develop new surface water collection and treatment systems that can be used to meet new demands and seasonal needs.

This Plan also addresses wet weather storage and disposal requirements that are a necessary element of the permitted expansion currently being designed. FDEP requires a minimum of 3 days storage and or wet weather disposal capacity in order to meet effluent management requirements. Currently, the City has approximately 11.75 MG of wet weather disposal and storage. Ultimately, the City will need an additional 10.75 MG (22.5 MG total) of storage/disposal capacity to satisfy the proposed 7.5 MGD capacity.

Given that plant influent will increase gradually over the next 10 years, an initial increase of 7.5 MGD wet weather storage and disposal capacity is proposed. This will enable permitting of the entire 7.5 MGD treatment facility, with an annual average effluent limit of 6.5 MGD. This can be increased based upon future flows and growth. Planning and conceptual designs are included to allow for 'future' storage capacity of 4.0 MG to provide a total wet weather capacity of 23.25 MGD that will exceed the total required for proposed permitted treatment capacity. This future storage project, or alternative means of

effluent disposal, i.e. ASR, RIBS may be implemented in order to best meet the City's effluent disposal, aquifer recharge and overall water resource management goals and objectives.

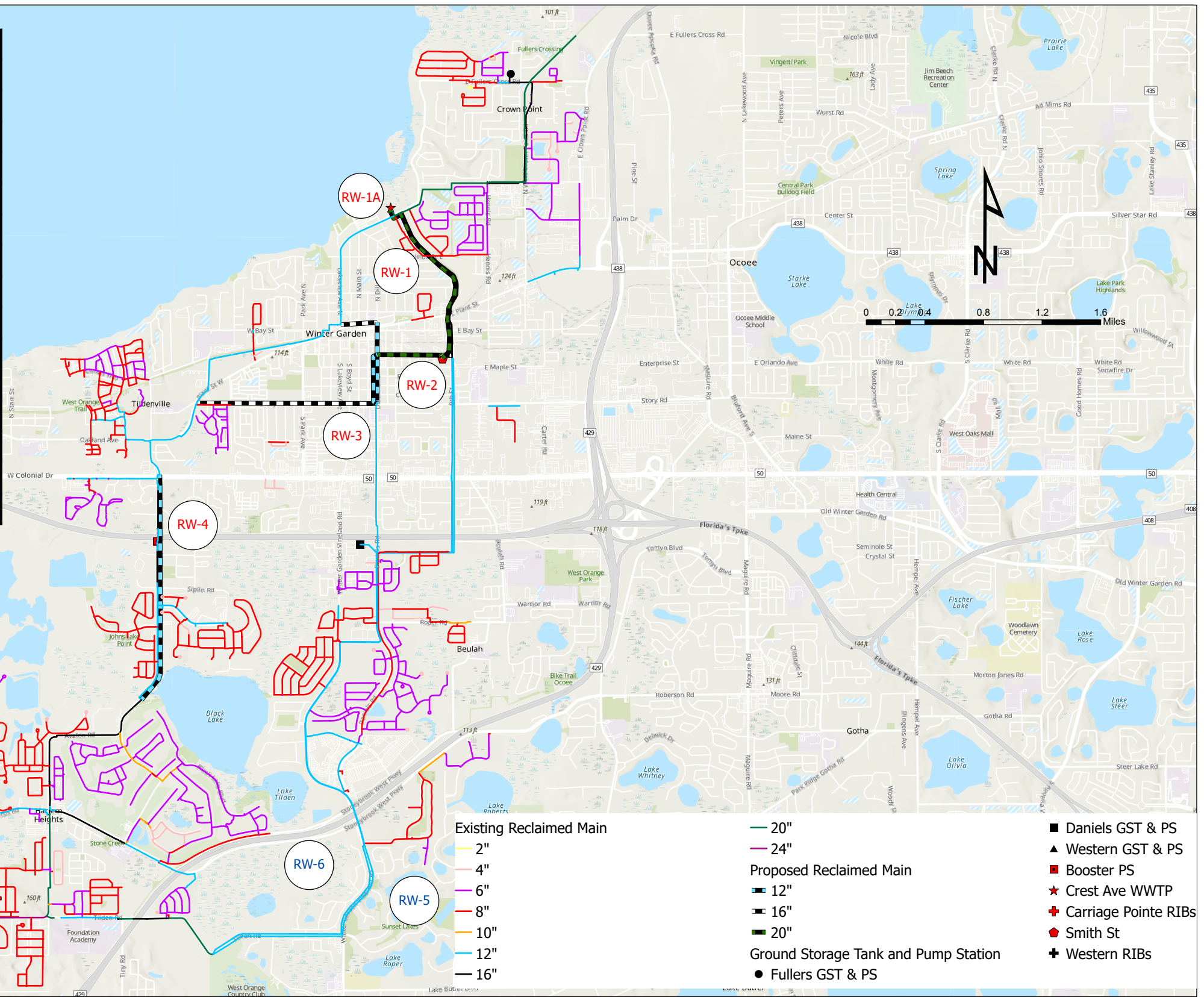
The City's WWTP is in the process of expanding from a 4.75 MGD AADF permitted capacity to a 7.5 MGD AADF permitted capacity. In conjunction, the City must terminate the use of Orange County's reclaimed water (Conserv II). Reclaimed water storage, pumping, and transmission improvements are needed to accommodate these changes. A list of the recommended reclaimed water projects with cost estimates is found in **Table 1**. The proposed projects are categorized by implementation schedule: short term (2-5 years), mid term (6-10 years) and long term (10+ years). Projects RW-5 and RW-6 are included in the City's Capital Improvement Plan.

TABLE 1: RECOMMENDED RECLAIMED WATER PROJECTS

SHORT TERM IMPROVEMENTS, (2-5 YEARS)		
PROJECT	PROJECT DESCRIPTION	COST
RW-1	Crest/Smith Transmission Improvements	\$2,640,000
RW-1A	Crest Augmentation System Discharge Modifications	\$96,000
RW-2	Smith St 6 MG Ground Storage Tank and PS	\$6,540,000
RW-3	Southwest Area RW Distribution Improvements	\$4,698,000
RW-4	Avalon Road Reclaimed Watermain	\$2,130,000
Sub-total		\$16,104,000
MID TERM IMPROVEMENTS, (6-10 YEARS)		
PROJECT	PROJECT DESCRIPTION	COST
RW-5	Wintermere Harbour Reuse Main Ext. and Retrofit	\$1,530,000
RW-6	Wintermere Pt. Reuse Main Ext. and Retrofit	\$3,006,000
RW-7	Western RIBs (includes \$800K land acquisition)	\$1,694,000
AWS-1	John's Lake Surface Water Supply	\$1,257,600
Sub-total		\$7,487,600
LONG TERM IMPROVEMENTS, (10+ YEARS)		
PROJECT	PROJECT DESCRIPTION	COST
RW-8	4 MG Ground Storage Tank at Smith St.	\$4,000,000
Sub-total		\$4,000,000

Figure 1 illustrates an overall outlook on the recommended reclaimed water projects.

SHORT TERM IMPROVEMENTS, (2-5 YEARS)	
PROJECT	PROJECT DESCRIPTION
RW-1	Crest/Smith Transmission Improvements
RW-1A	Crest Augmentation System Discharge Modifications
RW-2	Smith St 6.0 MG Ground Storage Tank and PS
RW-3	Southwest Area RW Distribution Improvements
RW-4	Avalon Road Reclaimed Watermain
MID TERM IMPROVEMENTS, (6-10 YEARS)	
PROJECT	PROJECT DESCRIPTION
RW-5	Wintermere Harbour Reuse Main Ext. and Retrofit
RW-6	Wintermere Pt. Reuse Main Ext. and Retrofit
RW-7	Western RIBs
AWS-1	John's Lake Surface Water Supply
LONG TERM IMPROVEMENTS, (10+ YEARS)	
PROJECT	PROJECT DESCRIPTION
RW-8	4.0 MG Storage Tank at Smith St.



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These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. Any other use or reuse by owner or by others will be at owner's sole risk and without liability or legal exposure to Mead & Hunt. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

WG Reuse Facility Plan Proposed Reclaimed Water Improvements



THE CITY OF WINTER GARDEN CITY

COMMISSION AGENDA ITEM

From: Jim Monahan, P.E., City Engineer – Public Services

Via: Jon C Williams, City Manager

Date: February 19, 2026 **Meeting Date:** February 26, 2026

Subject: Approve a Purchase Order for Mead and Hunt to design the Crest WWTP 20-inch Reclaimed Water Transmission Main.

Issue: This proposal is for the design of a 20-inch Reclaimed Water Transmission Main that will transmit reclaimed water from the Crest Avenue WWTP to a future 6.0 million gallon storage tank and pump station at the City owned property located at 440 East Smith Street. The 20-inch reclaimed water transmission main is a recommended short-term project (RW-1) described in the Reclaimed Water Facility Plan. Construction of the Reclaimed Water Facility Plan short-term projects will enable the City to utilize at least 90% of reclaimed water produced by the Crest Ave WWTP and discontinue use of Conserv II water as a supplemental reclaimed water supply.

Recommended Action:

Recommend approving a Purchase Order for Mead and Hunt, Inc., in the amount of \$412,124 to design the 20-inch Reclaimed Water Transmission Main.

Attachments/References:

- Scope of Work from Mead and Hunt, Inc.
- Reclaimed Facility Plan (abbreviated)



February 4, 2026

Jim Monahan, PE
City Engineer
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787

Email: jmonahan1@cwgdn.com
Hard Copy Mailed Only on Request

**Subject: CREST WWTP 20-INCH RECLAIMED WATER TRANSMISSION MAIN
ENGINEERING SCOPE AND FEE ESTIMATE**

Dear Jim,

In accordance with your request, we are pleased to offer the enclosed engineering scope of services and fee estimate for the new Crest WWTP 20-inch Reclaimed Water Transmission Main project. The enclosed scope and fee proposal is for survey, planning, design, engineering, and geotechnical services for a 7,000 LF, 20-inch reclaimed water main.

This project is defined as a Priority 1 project in the SRF Facility Plan amendment. It is an essential element of the City's effluent management facilities associated with the WWTP expansion/upgrade project currently under design. Our firm has designed numerous reclaimed water transmission main projects in Florida; we understand the complexity of this type of construction and the critical design elements for a successful project.

This project will increase beneficial utilization of effluent, decrease nutrient loading to Lake Apopka and benefit Wekiva Springs. Given its surface water and springs benefits, this project has a high probability of eligibility for grant funding from FDEP and/or SJRWMD. We have a dynamic funding team and have included funding assistance within this project scope.

We appreciate this opportunity to continue to be of service. If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,
MEAD & HUNT, Inc.

Brad Blais, PE
Vice President/Client Manager

Justin Kise, PE, DBIA
Project Manager

BB/JK:bf
Attachment – Figure 1

**CITY OF WINTER GARDEN
CREST WWTP 20-INCH RECLAIMED WATER TRANSMISSION MAIN
ENGINEERING SCOPE AND FEE ESTIMATE**

This Task Order is in conformance with the Continuing Contract for Professional Engineering Services RFQ 23-001 dated March 9, 2023, between the City of Winter Garden (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The proposed project entails design, permitting and bidding assistance for a new 20-inch reclaimed water transmission main. The new pipeline will connect the Crest WWTP facility with the new Smith Street Ground Storage Tank and Pump Station. A figure depicting the proposed location of the project is included herein as Figure #1.



The scope and fee proposal submitted herein includes planning, design, permitting and bidding assistance. Ancillary services for survey and geotechnical services are also included within the project scope. We have included a complete right-of-way survey of the proposed pipeline route to assist in selecting the best alignment within the corridor. We anticipate the need for neighborhood meetings and

presentations to the City commission. Funding assistance is also included to pursue grants and other funding alternatives, in addition to requisite SRF tasks associated with design and permitting for this project.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project for the CITY. It is assumed that these services will cover the estimated 12-month project design.

Project Kick-Off Meeting

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule, and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement a quality assurance and control process, which includes:

Independent technical review of alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, and conflicts.

Independent review of the project technical work products before its submission to the CITY.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary
- Monthly Invoices

PHASE 2 – PRELIMINARY DESIGN

Survey Coordination

MEAD & HUNT will obtain the services of a licensed surveyor to conduct a site survey. The surveyor costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT's coordination of the survey efforts and administration of the subconsultants contract are included herein.

Geotechnical Coordination

MEAD & HUNT will obtain the services of a geotechnical subconsultant. The geotechnical costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT's coordination of the geotechnical efforts and administration of the subconsultants contract are included herein.

Utility Coordination

MEAD & HUNT will submit for a design ticket with Sunshine 811 to determine the existing utility owners in the area of the proposed improvements, and points of connection. 60% design drawings will be submitted to the utility owners identified on the design ticket for mark-up of existing facilities. Mark-ups received from utility owners will be transferred to the design drawings.

Preliminary Design

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR) evaluating design alternatives and budget level pricing. The preliminary design concepts detailed in the PDR will be viable options for a comparison of alternatives. A draft PDR will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be held at the end of the CITY's review.

We anticipate the need for neighborhood meetings and renderings for presentations to stakeholders and the City commission.

MEAD & HUNT will schedule and attend a draft PDR review meeting to discuss the CITY's comments on the draft PDR. Comments received will be incorporated into the final PDR and subsequent design documents. The PDR will include all relevant information needed to satisfy 30% design assumptions and project scope parameters including equipment selection.

Deliverables – Preliminary Design

- Draft Preliminary Design Report

- Preliminary Design Review Meeting Summary
- Presentations
- Final Preliminary Design Report

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% drawings and specifications that reflect the proposed improvements detailed in the final PDR / 30% Design review meeting. The CITY's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. MEAD & HUNT will schedule and attend a 60% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 90% design documents.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC
- PDR/30% Comment/Response Log

Task 2 – 90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings to 90% completion. MEAD & HUNT will advance the 60% technical specifications to the 90% level for construction of the new components and facilities. MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the CITY and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 60% review meeting are addressed in the 90% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC
- 60% Comment/Response Log

Task 3 – 100% Design Development

Based on the CITY's 90% review comments and discussions at the 90% review meeting, MEAD & HUNT will advance the 90% design drawings to 100% completion. MEAD & HUNT will advance the 90% technical specifications to the 100% level for construction. MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 90% Comment Response Log

PHASE 4 – BIDDING AND FUNDING ASSISTANCE

The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Bid Documents

MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications.

Pre-Bid Meeting

MEAD & HUNT will attend and lead a pre-bid meeting at the CITY facility to review the project details before bids are submitted. MEAD & HUNT will present project details and answer potential bidders' questions at this meeting.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. Questions and responses will be documented and submitted to the CITY for distribution to potential bidders in the form of addenda. MEAD & HUNT will prepare addenda.

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Funding Assistance

A CWSRF Facility Plan Amendment (PLAN) was prepared for the City's reclaimed water system and proposed improvements. This PLAN identifies, describes, and prioritizes reclaimed water system improvements required for effluent disposal and beneficial reclaimed water utilization. The Priority 1 projects include the Smith Street Ground Storage Tank and Pump Station and the Crest Avenue – Smith Street Transmission Main projects. MEAD & HUNT will provide funding assistance required for SRF and grant funding. This includes preparation of an RFI and loan application for the ground storage & pump station and the transmission main projects. This assistance also includes preparation of up to five (5) grant applications and two (2) loans for these projects. Funding compliance during construction will be provided on subsequent task authorizations during the construction phase.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Pre-bid Meeting Agenda and Summary
- Addenda to bid documents
- Final bid tabulation
- Recommendation of award

PHASE 5 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc. It is assumed permit application fees will be paid by MEAD & HUNT and are included in this phase. Items included in this phase will be billed at actual cost plus 10%.

- Geotechnical – Soil borings and geotechnical evaluation will be performed by Andreyev Engineering, Inc. (AEI). This will be billed at actual cost plus 10% as a separate allowance.
- Survey – The design survey shall include the entire route, underground utilities identified by surveyor, topography to a point 10’ behind the R/W, and a fifty-foot (50’) strip centered on Lulu Creek Trail. The survey will be performed by Southeastern Surveying & Mapping Corporation (SSMC). This work will be billed at actual cost plus 10% as a separate allowance.

PHASE 6 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the CITY to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the CITY.

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 Project Management</i>	<i>365 days</i>	<i>Receipt of Notice to Proceed</i>
<i>Phase 2 Preliminary Design</i>	<i>60 days</i>	<i>Receipt of Notice to Proceed</i>
<i>Phase 3 Project Design</i>		
<i>Task 1 60% Design Development</i>	<i>90 days</i>	<i>Approval of PDR/30% Design</i>
<i>Task 2 90% Design Development</i>	<i>45 days</i>	<i>Approval of 60% Design</i>
<i>Task 3 100% Design Development</i>	<i>30 days</i>	<i>Approval of 90% Design</i>
<i>Phase 4 Bidding Services and Funding Assistance</i>	<i>60 days</i>	<i>Approval of 100% Design</i>

The above timeframes *do not* include Client and agency review time.

COMPENSATION

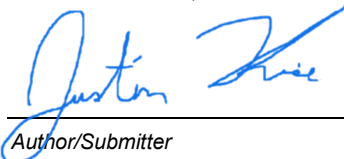

The fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	\$35,754	<i>Lump Sum</i>
<i>Phase 2 – Preliminary Design</i>	\$69,266	<i>Lump Sum</i>
<i>Phase 3 – Project Design</i>	\$116,744	<i>Lump Sum</i>
<i>Phase 4 – Bidding Services and Funding Assistance</i>	\$38,555	<i>Lump Sum</i>
<i>Subtotal</i>	\$260,319	
<i>Phase 5 – Subconsultants/Reimbursables</i>	\$125,773	<i>Actual Cost + 10%</i>
<i>Phase 6 – Contingency at 10%</i>	\$26,032	<i>Time & Expenses</i>
TOTAL	\$412,124	

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Winter Garden and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services.

	MEAD & HUNT, INC.		Approved by: MEAD & HUNT, INC.
By:	 _____ <i>Author/Submitter</i>	By:	 _____ <i>Authorized Signer Review</i>
Name:	<u>Justin Kise, PE, DBIA</u>	Name:	<u>Brad T. Blais, PE</u>
Title:	<u>Project Manager</u>	Title:	<u>Vice President/Client Manager</u>
Date:	<u>February 4, 2026</u>	Date:	<u>February 4, 2026</u>

Accepted by: CITY OF WINTER GARDEN

By: _____
The above person is authorized to sign for the Owner and bind the Owner to the terms hereof.

Name: _____

Title: _____

Date: _____

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF WINTER GARDEN, 300 WEST PLANT STREET, WINTER GARDEN, FL 34787, City Clerk, Angee Grimage, CMC, (407) 656-4111, Ext. 2297, agrimmage@wintergarden-fl.gov.



January 21, 2026

VIA EMAIL: Justin.Kise@meadhunt.com

Mr. Etienne Vawters, PE | **Project Engineer | Water/Wastewater**
Mead & Hunt, Inc.
2203 North Lois Avenue
Tampa, Florida 33607
813-210-8747

RE: WG Crest WWTP RCW Main Survey
101 E Crest Ave, to 420 E Smith St, & Along W. Orange Trail, Winter Garden, FL 34787
Section 23, Township 22 South, Range 27 East, Orange County, Florida
SSMC Job: J054390

Dear Mr. Vawters,

PROJECT STATEMENT: We are pleased to submit our *second revised* proposal for Surveying Services on the above-referenced project. It is our understanding that Mead & Hunt, Inc. requires a Topographic Survey with Optional Utility Services to support the design/construction of the Smith Street Storage Tank and Pump Station Project. We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

SCOPE OF WORK:

Provide a **Topographic Survey** to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

TASK I – Topographic Survey

1. Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
3. Establish a minimum of twelve (12) site benchmarks.
4. Topographic coverage will be limited to the full extents of the Right of Way plus ten feet (10') of Crest Avenue adjacent to the Waste Water Treatment Plant, a fifty-foot (50') strip centered on Lulu Creek Trail between Crest Avenue and East Division Street, the full extents of the Right of Way of East Division Street plus ten feet (10') adjacent to Lulu Creek Trail, a fifty-foot (50') strip centered on West Orange Trail between East Division Street and Plant Street, the full extents of the Right of Way of Plant Street adjacent to West Orange Trail and adjacent to the City-owned parcel at the Southwest Corner of the Intersection of Plant Street and 9th Street, the City-owned parcel at the Southwest Corner of the Intersection of Plant Street and 9th Street, and the full extents of the Right of Way plus ten feet (10') of 9th Street from Plant Street to fifty-feet (50') past E Smith Street as shown in **Exhibit "B"**.
5. Locate tree lines that fall within the route.
6. Locate utility markings performed either by this firm or marked by others as coordinated by dig tickets called in through client's Geotechnical Consultant.

DELIVERABLE

The final product will be **three (3)** certified copies and digital files (DWG) for your use.

DELIVERY

All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit "A"**.

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by SSMC during the project, including, but not limited to, the following:

Utility owners no longer designate and mark their utilities as a result of contacting Sunshine 811 during the design phase, therefore Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from said Design Ticket.

OPTIONAL: Subsurface Utility Verification (Test Holes)

1. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
2. Expose the subject utilities by using non-destructive vacuum excavation methods at **ten (10)** specific locations to be determined by Mead & Hunt, Inc.
3. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
4. Any asphalt/concrete removed will be repaired using like materials.
5. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.
6. Locate data using GPS or conventional surveying equipment and control established in Task I.

OPTIONAL: Subsurface Designation

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation at areas of interest requested by Mead & Hunt email.
2. Locate all utility data designation using GPS or conventional surveying equipment and control established in Task I.

OPTIONAL: Utility Deliverable

The final product will be test hole reports/sketches of the project area reflecting all pertinent data for your use.

UTILITY TERMS AND CONDITIONS

***ORDERING LESS THAN 3 TEST HOLES MAY RESULT IN A MOBILIZATION CHARGE**

**SSMC will use its expertise and equipment to identify subsurface utilities. However, results may vary depending on several factors, including but not limited to soil composition, moisture content, tide levels, water table, dielectric constant of subsurface material, and unknown obstructions that may attenuate equipment signals.

NO GUARANTEE IS PROVIDED TO THE CLIENT OR THIRD-PARTY ENTITIES THAT THESE SERVICES WILL DETECT ALL SUBSURFACE UTILITIES.

Ground Penetrating Radar (GPR): GPR is a highly effective method for detecting potential existing utility infrastructure. However, this service does not absolve the Client, subcontractors, or Utility Owners from their obligations and responsibilities under the respective state 811 legislation.

Third-Party Damage: SSMC shall not be liable to the Client or third party associated with this proposal for any damages resulting from excavation activities by the others.

Temporary Traffic Control (TTC) will be used only if necessary, and these invoice charges will be added to the total per day rate and reflected on our invoice to you.

Permitting: If permitting is required, these charges will also be additional and reflected on our invoice.

Test Holes Greater than 10 Feet: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.) **WILL BE** negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow exposure of the utilities.

Utility Sizes: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Pavement: Any additional overlaying or restoration of pavement, other than replacing removed and cold-patched materials, will be the Client's responsibility.

PROJECT TIMELINE

We anticipate the completion of the above-described work within **twelve (12) weeks** after receipt of an approved permit and written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

Topographic Survey	\$ 75,310.00
Utility Designation:	\$ 2,356.75 per day (Not to Exceed 5 days)
Survey Collection of Utility Designation:	\$ 1,203.25 per day (Not to Exceed 5 days)
	<i>Utility Designation days are 10-hour days to include drive time.</i>
Test Holes/Day Rate:	
\$616.00 Dirt/Each (anticipate 5)	\$ 3,080.00
\$765.00 Asphalt/Concrete/Each (anticipate 5)	\$ 3,825.00
Test Holes/Night Rate:	
\$924.00 Dirt/Each	
\$1,148.00 Asphalt/Concrete/Each	
M.O.T. (SSMC):	
\$1,013.00 per Lane Closure/Day Rate (anticipate 2)	\$ 2,026.00
\$1,231.00 per Lane Closure/Night Rate	
Permitting (If required):	
\$133.00 per hour (anticipate 4 hours) + Cost of Permit	\$ 665.00 plus cost of permit
Survey Collection of Test Holes:	\$ 319.25 per test hole

PAYMENT TERMS:

Payment is expected within thirty (30) days from the date of the invoice.

LATE FEES

Late fees will be assessed to all payments past the 30-day mark. The late fee will be in the amount of \$50.00. Additional late fees will continue to accrue every 30 days past the invoice date. Reference invoice number and please remit all payments to 6500 All American Blvd. Orlando, FL 32810.

PAYMENT OPTIONS

SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

CLOSURE

In addition to the matters set forth above, our Agreement shall include and be subject to, and only to the attached General Terms and Conditions, which are incorporated by reference. **UPON SIGNATURE, NO OTHER CONTRACTS WILL BE CONSIDERED FOR THIS SCOPE OF WORK.**

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,



Alex D. Jenkins, PSM
Project Manager
ADJ:JMA.ler

If the above scope, period of service and project fees meets with your approval, please forward the service Work Order along with the client Prime Agreement as per the Master Services Agreement dated 07/25/22 to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement.

Fees and times stated in this agreement are valid for six months from the date of the proposal.

ACCEPTED BY:

_____/_____
Principal / or Corporate Officer TITLE Printed Name Date

EXHIBIT "A"

HOURLY RATES

Surveying and Mapping Services

Category	Day Rate	Night / Weekend Rates
Professional Surveyor & Mapper/PSM	\$ 199.00	
Project Surveyor	\$ 177.00	
Expert Witness	\$ 360.00	
Senior Technician	\$ 133.00	
CAD Technician	\$ 118.00	
Clerical	\$ 79.00	\$ 118.00
One Person Field Crew	\$ 133.00	
Two Person Field Crew	\$ 178.00	\$ 267.00
Three Person Field Crew	\$ 233.00	\$ 350.00
Four Person Field Crew	\$ 289.00	\$ 433.00
Sketch of Descriptions (per SD)	\$ 676.00	
Residential Elevation Certificate	\$ 925.00	
Commercial Elevation Certificate (per bldg.)	\$ 1,306.00	
Initial and Second Plat Review (up to two sheets)	\$ 1,150.00 / per plat	
Initial and Second Plat Review (over two sheets)	\$ 200.00 / per sheet	
Plat (Third or additional reviews of same plat)	\$ 450.00 / each	

LiDAR/UAV

Category	Day Rate	Night / Weekend Rates
LiDAR Technician	\$ 133.00	
LiDAR Project Manager	\$ 177.00	
LiDAR One Person Field Crew	\$ 155.00	
LiDAR Two Person Field Crew	\$ 204.00	
Clerical	\$ 79.00	\$ 118.00
UAS/UAV Photogrammetry Crew	\$ 268.00	
Mobile Scan Crew	\$ 268.00	

Construction Services

Category	Day Rate	Night / Weekend Rates
Construction Professional Surveyor & Mapper	\$ 203.00	
Construction Project Manager	\$ 203.00	
Construction Senior Technician	\$ 153.00	
Construction CAD Technician	\$ 136.00	
Clerical	\$ 79.00	\$ 118.00
Construction One Person Field Crew	\$ 153.00	
Construction Two Person Field Crew	\$ 204.00	\$ 306.00
Construction Three Person Field Crew	\$ 268.00	\$ 402.00
Construction Four Person Field Crew	\$ 332.00	\$ 498.00

GIS Services

Category	Day Rate	Night / Weekend Rates
Professional Engineer	\$ 213.00	
GIS Project Manager	\$ 177.00	
GIS Analyst	\$ 119.00	
GIS Technician	\$ 79.00	
Clerical	\$ 79.00	\$ 118.00
Two Person GIS Crew	\$ 178.00	
One Person GIS Crew	\$ 133.00	

Subsurface Utility Engineering (SUE) Services

Category	Day Rate	Night / Weekend Rates
Project Manager	\$ 177.00	\$ 265.00
Senior Technician	\$ 133.00	\$ 200.00
Clerical	\$ 79.00	\$ 118.00
One Person Crew	\$ 178.00	\$ 267.00
Two Person Crew	\$ 216.00	\$ 324.00
Three Person Crew	\$ 301.00	\$ 451.00
Vacuum Excavation (Per Test Hole)		
1-3 Test Holes/Dirt	\$ 2,664.00	\$ 3,864.00
1-3 Test Holes/Asphalt/Concrete	\$ 2,664.00	\$ 3,864.00
4 or more Test Holes/Dirt (Per Location)	\$ 616.00 / each	\$ 924.00 / each
4 or more Test Holes/Asphalt/Concrete (Per)	\$ 765.00 / each	\$ 1,148.00 / each
One Person Concrete Radar Mapping/Imaging	\$ 217.00	\$ 336.00
Temporary Traffic Control (TTC)		
Per Lane Closure	\$ 1,013.00 / each	\$ 1,231.00 / each
Per Sidewalk Closure	\$ 500.00 / each	\$ 600.00 / each
Flagman Control (Hourly – Per Flagger)	\$ 100.00	\$ 150.00
Mast Arms (Per Location)		
Subsurface Utility Locating (QL-B & QL-A)	\$ 1,656.00	
Concrete/Asphalt Removal & Repair	\$ 436.00	
Survey Staking of Pole Location	\$ 431.00	

Miscellaneous Services

Per Diem/Lodging Expenses		
Category	Day Rate	Night / Weekend Rates
Per Day Two Person Crew	\$ 395.00	
Per Day Three Person Crew	\$ 595.00	

EXHIBIT "B"
PROJECT LIMITS



GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the Proposal Letter, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon You as if they were fully outlined in the Proposal Letter and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, You agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR DECISIONS

You, or any of Your directors, officers, partners, members, managers, employees, or agents having apparent authority over You, may (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement by sending an email to the SSMC Project Manager or the Contracts Department at contracts@ssmc.us. Any oral decisions must be followed up in writing within seven (7) days, or SSMC will consider the oral request binding.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

TERM OF CONTRACT

The term of this Agreement shall begin and end based on the Project Timeline provided above unless both Parties agree in writing to extend the Project.

PAYMENT

SSMC may submit invoices to You anytime for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee Services or, in the case of hourly Services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the Agreement and to initiate proceedings to recover amounts owed by You. Additionally, SSMC shall have the right to withhold from You the possession or use of any drawings or documents prepared by SSMC for You under this or any other agreement with You until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If You do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments You make should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, You agree that SSMC may apply payments in our sole discretion. Time is of the essence of Your payment obligations, and Your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications, and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service, for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by You or others on other projects for any reason or completion of this Project by other professionals unless You enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either Party may terminate the Agreement if the other Party materially breaches the Agreement. You shall immediately pay SSMC for our Services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incurred as a result of the termination.

ASSIGNMENT

Neither Party shall assign or transfer any rights, interests, or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than You, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW, DISPUTES AND ATTORNEY'S FEES

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties irrevocably waive all rights to trial by jury in any action, proceeding, or counterclaim arising from or related to this Agreement. The Parties agree that any dispute arising from or related to the Services will be subject to mediation. Mediation will occur in Orlando, Florida. If mediation is unsuccessful, then binding arbitration is to be administered in accordance with the American Arbitration Association in Orlando, Florida. The losing Party shall pay the winning Party's reasonable attorney's fees and expenses for the mediation and/or arbitration of any cause of action, claim, or demand arising under this Agreement.

SEVERABILITY

If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each Party's rights shall be construed, and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage, or bodily injury of or to You caused in whole or in part by SSMC in the performance of this Agreement, or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that You have paid to SSMC for the Services. The Parties intend that the preceding limitation on liability shall apply to all claims, whether in tort, contract, warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against You by any other person who may suffer any loss, property damage, or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to You, in any event or for any amount, for delays, consequential, special, incidental, punitive, or exemplary damages.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages, or bodily injury arising out of work undertaken on the Project by You, or Your Contractor, subcontractor or other independent company or consultant employed by You to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by who performed, for and on behalf of You, or such Contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that You are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue to carry General Liability in the amount of \$1M per occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$2M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$1M. General Liability, Automobile Liability, and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing Your Company as the certificate holder for one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement serves as SSMC's official offer of work. Upon signature, this Agreement and all accompanying exhibits or attachments constitute the entire Agreement between the Parties and will supersede any prior Agreements (whether oral or written) for the associated Services. No prior representations, statements, or inducements made by either SSMC, You, or the respective agents of either that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both Parties. Once the signed Agreement is received, SSMC will NOT accept any additional contractual documents unless it is an amendment to this Agreement. All amendments will be incorporated by reference in the Agreement and signed or initialed on behalf of both Parties.



Date: Updated January 23, 2025

To: Mead & Hunt
4010 W Boy Scout Blvd, Suite 1000
Tampa, FL 33607

Attention: Mr. Justin Kise, P.E.

Subject: Proposal, Geotechnical Investigation, Crest WWTP RCW Transmission Line, Winter Garden, Orange County, Florida

Dear Mr. Kise:

As requested, Andreyev Engineering, Inc. (AEI) is pleased to submit this proposal to provide geotechnical services associated with the proposed 7,000 LF 20" RCW Transmission line from the existing Crest WWTP to the proposed Smith Street Storage Tank and Pump Station in Winter Garden, Orange County, Florida.

In order to assist in the geotechnical design and permitting of the project and in consideration of the anticipated site conditions, we propose to conduct the following scope of investigation:

- Drill two (2) Standard Penetration Test (SPT) borings to a depth of 25 feet below ground surface, one boring at Plant Street and the other at the railroad crossing.
- Drill seven (7) hand auger borings to a depth of 7 feet below the ground surface with borings located at selected locations along the proposed transmission line.

The proposed scope of services will be supervised by a geotechnical engineer licensed in the state of Florida. The results of the exploration will be presented in a geotechnical report. This report will include subsurface information in profile form, analyses of field and laboratory test results and recommendations for the proposed transmission line construction.

We estimate our fee to conduct this complete investigation including field investigation, laboratory tests, analyses and preparation of reports will be **\$6,605.00**. This estimate assumes that the site is clear and accessible to truck-mounted drilling equipment. If clearing is needed for access of our drilling equipment, you will be charged extra for the actual cost of clearing plus 20%. Alternatively, you can arrange the clearing. In preparing the proposal, we assumed that any permission required from the city or other organizations to drill along the roadway easements will be arranged by you. The cost estimate includes staking of the bore hole locations using our Trimble GPS survey equipment and we assume that the bore hole locations will be surveyed by your surveyor after completion of the borings. We anticipate that we can begin this investigation within 3-4 working days after receiving your authorization and estimate report completion within 10 to 15 working days thereafter.

AUTHORIZATION

To authorize us to proceed with this project, please sign on the space below and return a copy for our records. Authorization should be indicated by the person or firm responsible for payment of our invoice.

We appreciate the opportunity to submit this proposal for your review and consideration and look forward to working with you on this project. If you have any questions concerning this proposal, please feel free to contact our office.

Sincerely,

ANDREYEV ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Raymond W. Jones', is written over a faint, illegible background.

Raymond W. Jones, P.E.
Florida Registration No. 58079

Attachment: Scope of Work and Fee Estimate

Conditions of Acceptance: The above proposal is acceptable. The proposal constitutes a binding contract between AEI and the Client. It is agreed by the Client and AEI that there are no additional terms, conditions, or agreements with respect to the project, other than the items referenced in this proposal and identified here in these Conditions of Acceptance. Payment shall be due within 30 days after the date of each invoice. For past due invoices, interest shall accrue at 18% per annum (or the highest rate allowable by law). All attorneys' fees and expenses associated with AEI's collection of past due invoices shall be paid by Client. The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. Whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by AEI constitutes acceptance of these Conditions of Acceptance.

Geotechnical investigation for Crest WWTP Transmission Line, 7,000 LF 20" RCW Main, Winter Garden, Orange County, Florida

Estimated Fee: \$6,605.00

ACCEPTED BY: (Name) _____ (Signature) _____

TITLE: _____ DATE: _____

BILLING ADDRESS: _____

PHONE: _____ CELL: _____ FAX: _____

**ATTACHMENT
SCOPE OF WORK AND FEE ESTIMATE**

I. Field Investigations

- Mobilization of drilling rig and crew \$ 695.00
- Staking of boring locations
Lump sum 500.00
- Drill two (2) SPT Boring to 25 feet,
Drill seven (7) augers to 7 feet
2-man crew with equipment
1 crew-day @ \$2,100/crew-day 2,100.00
- Miscellaneous drilling supplies (hole plug, rags, jars, etc.)
Lump Sum 750.00

Subtotal \$ 4,045.00

II. Laboratory Investigations

- Soil Classification
Senior Engineering Technician; 1 hour @ \$90.00 \$ 90.00
- Limited Laboratory Classification Testing
Lump Sum 300.00

Subtotal \$ 390.00

III. Engineering Services

- Principal Engineer
1 hour @ \$245.00/hr \$ 245.00
- Senior Project Engineer
8 hours @ \$200.00/hr 1,600.00
- Drafting Services
3 hours @ \$85.00/hr 255.00
- Secretarial Services
1 hour @ \$ 70.00/hr 70.00

Subtotal \$ 2,170.00

TOTAL FEE \$ 6,605.00

FINAL DRAFT

Reclaimed Water Facility Plan

December 7, 2022



Executive Summary

New sewer and reclaimed water customers, Basin Management Action Plan (BMAP) requirements, consumptive use permit (CUP) conditions, and recent state legislation contribute to the need for new reclaimed water treatment, storage, pumping, transmission and distribution facilities. The existing reclaimed water distribution system requires expansion to serve new development and beneficially utilize additional effluent.

Winter Garden has a population of approximately 49,344 people and WWTP influent flows of approximately 4.0 MGD. This represents 85% of the Crest Ave. plant's rated capacity of 4.75 MGD. The public access reclaimed water system serves approximately 25,000 residential and commercial customers and has an average annual demand of approximately 4.16 MGD and a corresponding influent flow of 4.02 MGD. This demand is met by a combination of effluent from the Crest Ave. WWTP and PAR purchased from Orlando's Conserv II facility. The PAR system and RIBS serve as the City's only means of effluent disposal. Currently, effluent flows to the PAR system and RIBS is approximately equal at roughly 2.0 MGD sent to each.

Review of the data indicates that approximately 2.0 MGD of reclaimed water is being purchased annually from Conserv II. A total maximum daily load (TMDL) has been established for the Wekiwa and Rock Springs basin and the basin management action plan (BMAP) regulates effluent that is land applied within the basin. Specifically, land application of reclaimed water will be limited to PAR meeting advanced wastewater treatment (AWT) criteria. Effluent from Conserv II does not meet AWT and the Utilities Commission does not intend to upgrade treatment to AWT. The City of Winter Garden is upgrading and expanding their facilities to meet AWT; therefore, the PAR system serving existing and future customers must be capable of satisfying average and peak day demands. This will entail utilizing all available effluent and augmenting during peak irrigation periods.

The City has an existing surface water augmentation system that can be used to replace supplies currently being met by Conserv II. This plan includes significant additional storage, pumping and transmission projects that will improve the City's ability to harvest all of the PAR produced at Crest Ave., utilize the existing augmentation systems and also develop new surface water collection and treatment systems that can be used to meet new demands and seasonal needs.

This Plan also addresses wet weather storage and disposal requirements that are a necessary element of the permitted expansion currently being designed. FDEP requires a minimum of 3 days storage and or wet weather disposal capacity in order to meet effluent management requirements. Currently, the City has approximately 11.75 MG of wet weather disposal and storage. Ultimately, the City will need an additional 10.75 MG (22.5 MG total) of storage/disposal capacity to satisfy the proposed 7.5 MGD capacity.

Given that plant influent will increase gradually over the next 10 years, an initial increase of 7.5 MGD wet weather storage and disposal capacity is proposed. This will enable permitting of the entire 7.5 MGD treatment facility, with an annual average effluent limit of 6.5 MGD. This can be increased based upon future flows and growth. Planning and conceptual designs are included to allow for 'future' storage capacity of 4.0 MG to provide a total wet weather capacity of 23.25 MGD that will exceed the total required for proposed permitted treatment capacity. This future storage project, or alternative means of

effluent disposal, i.e. ASR, RIBS may be implemented in order to best meet the City’s effluent disposal, aquifer recharge and overall water resource management goals and objectives.

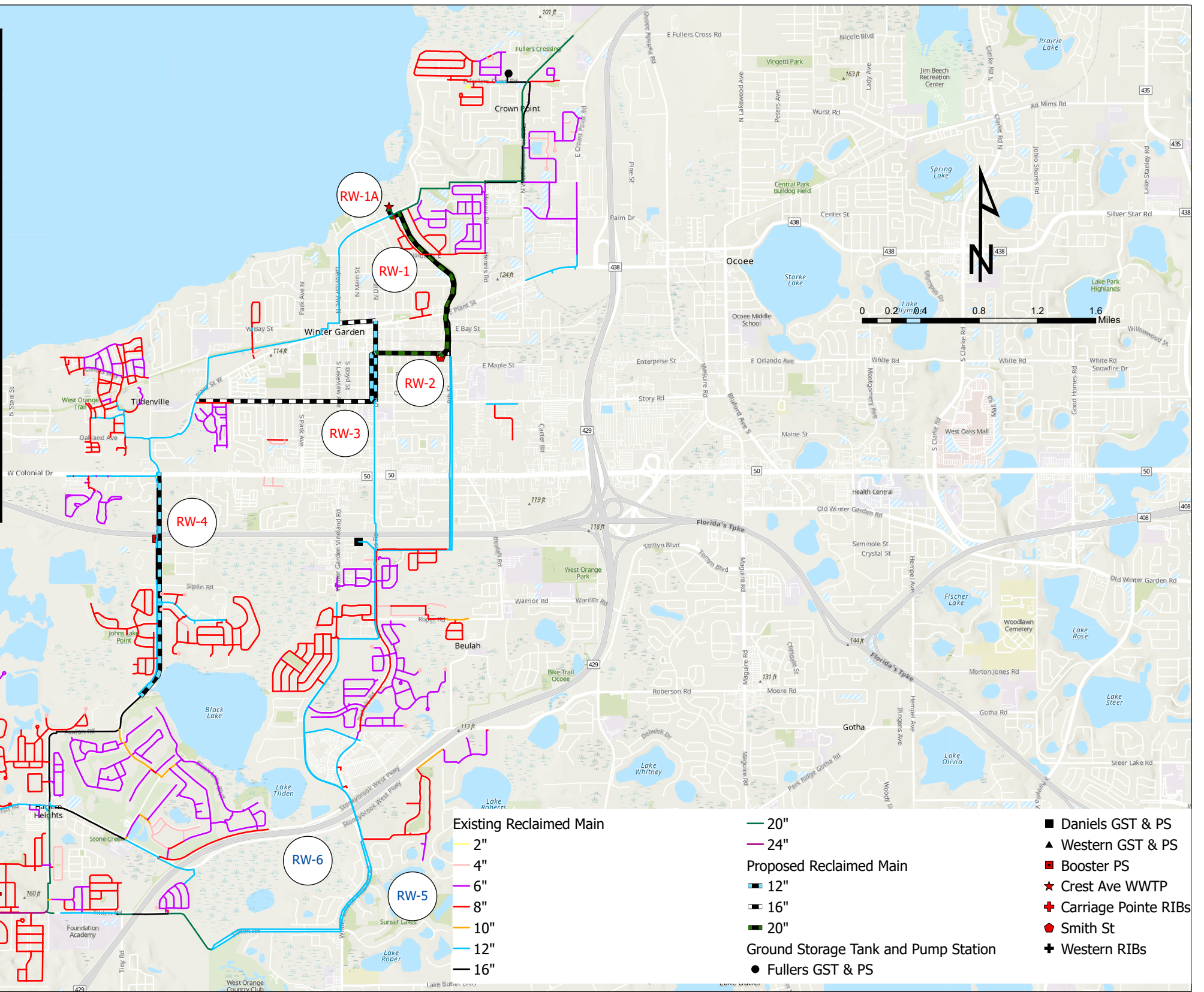
The City’s WWTP is in the process of expanding from a 4.75 MGD AADF permitted capacity to a 7.5 MGD AADF permitted capacity. In conjunction, the City must terminate the use of Orange County’s reclaimed water (Conserv II). Reclaimed water storage, pumping, and transmission improvements are needed to accommodate these changes. A list of the recommended reclaimed water projects with cost estimates is found in **Table 1**. The proposed projects are categorized by implementation schedule: short term (2-5 years), mid term (6-10 years) and long term (10+ years). Projects RW-5 and RW-6 are included in the City’s Capital Improvement Plan.

TABLE 1: RECOMMENDED RECLAIMED WATER PROJECTS

SHORT TERM IMPROVEMENTS, (2-5 YEARS)		
PROJECT	PROJECT DESCRIPTION	COST
RW-1	Crest/Smith Transmission Improvements	\$2,640,000
RW-1A	Crest Augmentation System Discharge Modifications	\$96,000
RW-2	Smith St 6 MG Ground Storage Tank and PS	\$6,540,000
RW-3	Southwest Area RW Distribution Improvements	\$4,698,000
RW-4	Avalon Road Reclaimed Watermain	\$2,130,000
Sub-total		\$16,104,000
MID TERM IMPROVEMENTS, (6-10 YEARS)		
PROJECT	PROJECT DESCRIPTION	COST
RW-5	Wintermere Harbour Reuse Main Ext. and Retrofit	\$1,530,000
RW-6	Wintermere Pt. Reuse Main Ext. and Retrofit	\$3,006,000
RW-7	Western RIBs (includes \$800K land acquisition)	\$1,694,000
AWS-1	John’s Lake Surface Water Supply	\$1,257,600
Sub-total		\$7,487,600
LONG TERM IMPROVEMENTS, (10+ YEARS)		
PROJECT	PROJECT DESCRIPTION	COST
RW-8	4 MG Ground Storage Tank at Smith St.	\$4,000,000
Sub-total		\$4,000,000

Figure 1 illustrates an overall outlook on the recommended reclaimed water projects.

SHORT TERM IMPROVEMENTS, (2-5 YEARS)	
PROJECT	PROJECT DESCRIPTION
RW-1	Crest/Smith Transmission Improvements
RW-1A	Crest Augmentation System Discharge Modifications
RW-2	Smith St 6.0 MG Ground Storage Tank and PS
RW-3	Southwest Area RW Distribution Improvements
RW-4	Avalon Road Reclaimed Watermain
MID TERM IMPROVEMENTS, (6-10 YEARS)	
PROJECT	PROJECT DESCRIPTION
RW-5	Wintermere Harbour Reuse Main Ext. and Retrofit
RW-6	Wintermere Pt. Reuse Main Ext. and Retrofit
RW-7	Western RIBs
AWS-1	John's Lake Surface Water Supply
LONG TERM IMPROVEMENTS, (10+ YEARS)	
PROJECT	PROJECT DESCRIPTION
RW-8	4.0 MG Storage Tank at Smith St.



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These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. Any other use or reuse by owner or by others will be at owner's sole risk and without liability or legal exposure to Mead & Hunt. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

WG Reuse Facility Plan Proposed Reclaimed Water Improvements



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Jim Monahan, P.E., City Engineer – Public Services

Via: Jon C Williams, City Manager

Date: February 16, 2026

Meeting Date: February 26, 2026

Subject: Approve a Purchase Order for a Roadway Underdrain in Valencia Shores

Issue: The Valencia Shores Subdivision was developed in the early 70's. The roadway was recently resurfaced and the pavement is now starting to "float" from high groundwater. The old pavement allowed water to drain through the cracks but with the new pavement layer is crack free and water has forced the pavement to push up. The underdrain will be added to both sides of the roadway for approximately 725 feet to lower the groundwater.

Recommended Action:

Recommend issuing a Purchase Order to TD Thomson Construction, Inc. in the amount of \$157,595.25.

Attachments:

- TD Thomson Construction Estimate 100-279.

Remitt To
 PO BOX 1239
 Sorrento FL 32776

Date	Estimate #
2/16/2026	100-279

Name / Address
 City of Winter Garden
 Att: Jim Monahan
 300 W. Plant Street
 Winter Garden Fl 34787

Project
 Valencia Shores Underdrain -Feb 2026

Description	Qty	Unit	Rate	Total
MOBILIZATION	1	LS	1,000.00	1,000.00
MOT	1	LS	3,500.00	3,500.00
TIE INTO EXISTING STRUCTURE	2	EA	1,800.00	3,600.00
DEWATERING BY ROCK/PUMP	1	LS	2,500.00	2,500.00
IMPORT SAND	166	CY	39.40	6,540.40
IMPORT DOT 57 ROCK	240	TON	149.00	35,760.00
INSTALL 6" PVC PERF PIPE GREEN	1,470	LF	32.00	47,040.00
NON WOVEN FILTER FABRIC	17,640	SF	0.50	8,820.00
CLEAN OUT	2	EA	350.00	700.00
DEMO AND HAUL OFF CONCRETE	155	SY	29.25	4,533.75
SAW CUT ASPHALT	300	LF	2.73	819.00
HAUL IN CONCRETE FINES	42	SY	29.45	1,236.90
PAVE 9.5 @1 1/2"	42	SY	85.00	3,570.00
HAUL OFF UNSUITABLE FILL	327	CY	19.00	6,213.00
INSTALL 6" CONCRETE	1,400	SF	9.12	12,768.00
REGRADE DISTURBED AREA	9,000	SF	0.75	6,750.00
INSTALL SOD	9,000	SF	0.85	7,650.00
TEMPORARY CONCRETE FINES FOR DRIVEWAYS	156	SY	29.45	4,594.20
NOTES*				
ONLY THE ABOVE INCLUDED				
NOT RESPONSIBLE FOR BROKEN IRRIGATION				
IRRIGATION IS AN ADDITIONAL PRICE IF BROKEN				
tdthomson92@gmail.com			407-654-8388	Total
				\$157,595.25

This quote is based on the availability of materials.
 This quote is good for 30 days.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Jim Monahan, P.E., City Engineer – Public Services

Via: Jon C Williams, City Manager

Date: February 20, 2026

Meeting Date: February 26, 2026

Subject: Approve a Purchase Order (PO) with Middlesex Paving, LLC for FY 25/26 Resurfacing.

Issue: The annual street resurfacing project for Fiscal Year 2026 consists of milling and resurfacing City roadways that are beyond their service life. The attached maps show the roadways and the extents to be resurfaced and they are; Summer, E. Lafayette, S. Boyd, Miller, and Maple Streets. Additionally, Sterling Pointe and Fullers Crossing Phase III subdivisions are part of the project. This work is being Piggybacked from Orange County Contract Y23-119D, Amendment 1.

Recommended Action:

Recommend approving PO with Middlesex Paving LLC for resurfacing services in the amount of \$1,051,258.50.

Attachments:

- Middlesex Paving LLC Proposal PV 1083
- Roadway maps showing the extent of the work (4 Total)
- Orange County Amendment #1 to Contract # Y23-119D

PROPOSAL



Middlesex Paving, LLC

10801 Cosmonaut Blvd.
Orlando, FL
Phone: (407) 206-0077
Fax: (407) 206-3559

Submitted To: City of Winter Garden
251 W. Plant Street
Winter Garden, FL 34787
Phone: (1-4) 07--656-4111
Fax: (1-4) 07--656-4952
Attention: Art Miller

Job Name: WINTER GARDEN FY26
Proposal No.: PV1083
Middlesex Contact: Peter Fronczak

Proposal includes up to 1 Paving Mobilization(s).
Proposal is based on Completion by Nov, 2026.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Paving schedule is subject to availability and allocation of incoming aggregate deliveries for asphalt production schedule.				
8	MILLING @ 1.5"	34,328.00	SY	5.00	171,640.00
2	ASPHALT PAVING SP 12.5-C @ 1.5"	34,328.00	SY	24.00	823,872.00
19	PAVEMENT MARKINGS 6" (PAINT WHIE/YELLOW)	1,754.00	LF	2.25	3,946.50
	Base Total				999,458.50
7	LEVELING, AS SPECIFIED	100.00	TN	350.00	35,000.00
16	BASE REPAIR 4" (SP 12.5 ASPHALT)	100.00	SY	68.00	6,800.00
12	RAISE MANHOLE W/RISER RING	2.00	EA	350.00	700.00
13	RAISE WATER VALVES W/RISER RING	2.00	EA	150.00	300.00
22	MESSAGE BOARDS	10.00	WEEK	300.00	3,000.00
21	LAW ENFORCEMENT FOR SPECIAL MOT	40.00	HR	150.00	6,000.00
	TOTAL AS NEEDED				51,800.00

NOTES:

ACCEPTANCE OF PROPOSAL:

This proposal and pricing is accepted by the following signature with agreement to all notes and clarifications as stated herein.

Company Name: _____

Accepted By: _____ Date of Acceptance: _____
Authorized Representative's Signature

Printed Name: _____

MOBILIZATIONS

* If additional paving mobilizations are required exceeding those noted above then an added charge of \$5,500 will be required for each extra Mobilization.

* The Milling item(s) of work is based on all being performed at the same time in a single mobilization. If additional milling

mobilizations are required then an additional \$4,500 will be charged for each extra.

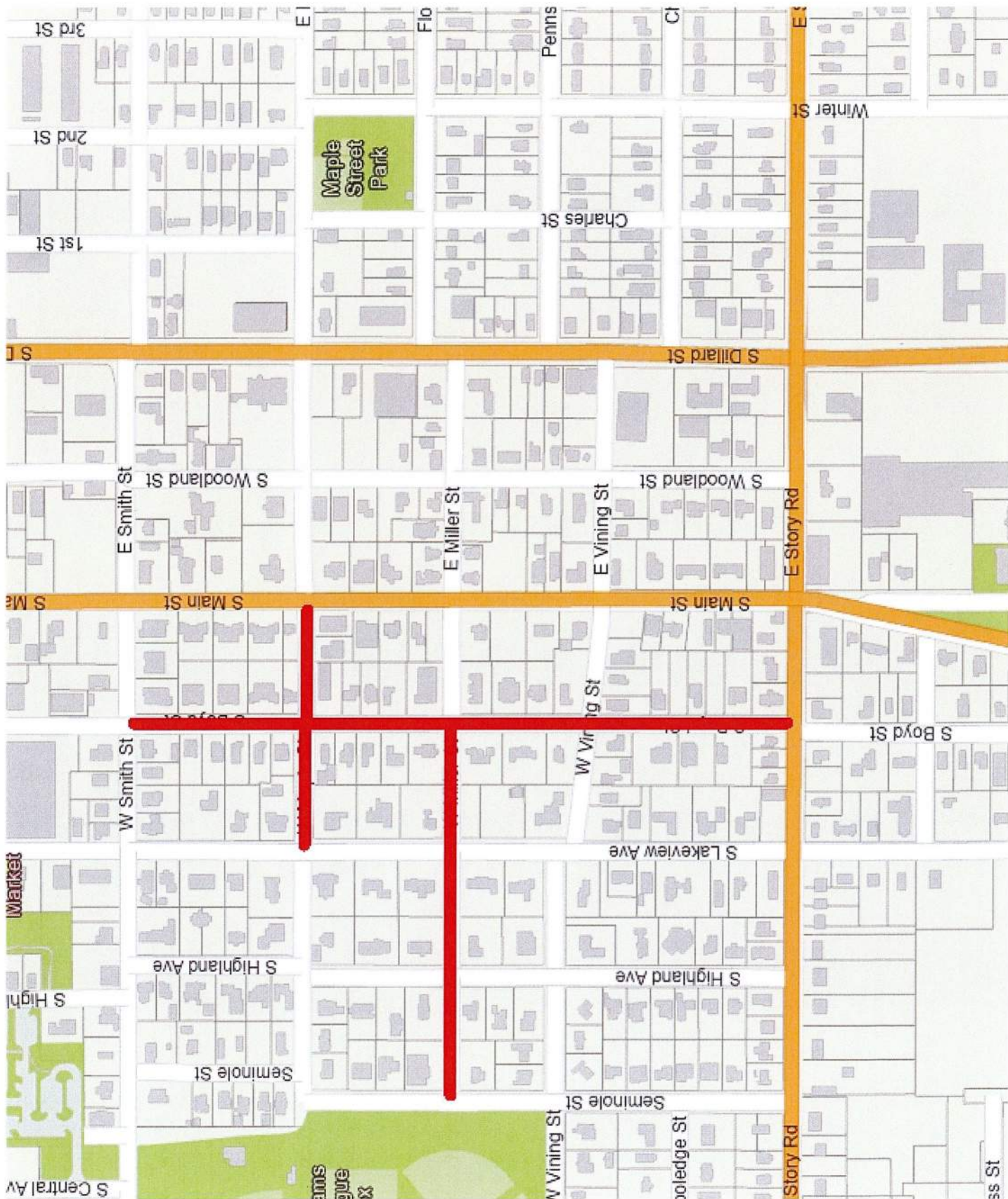
GENERAL NOTES

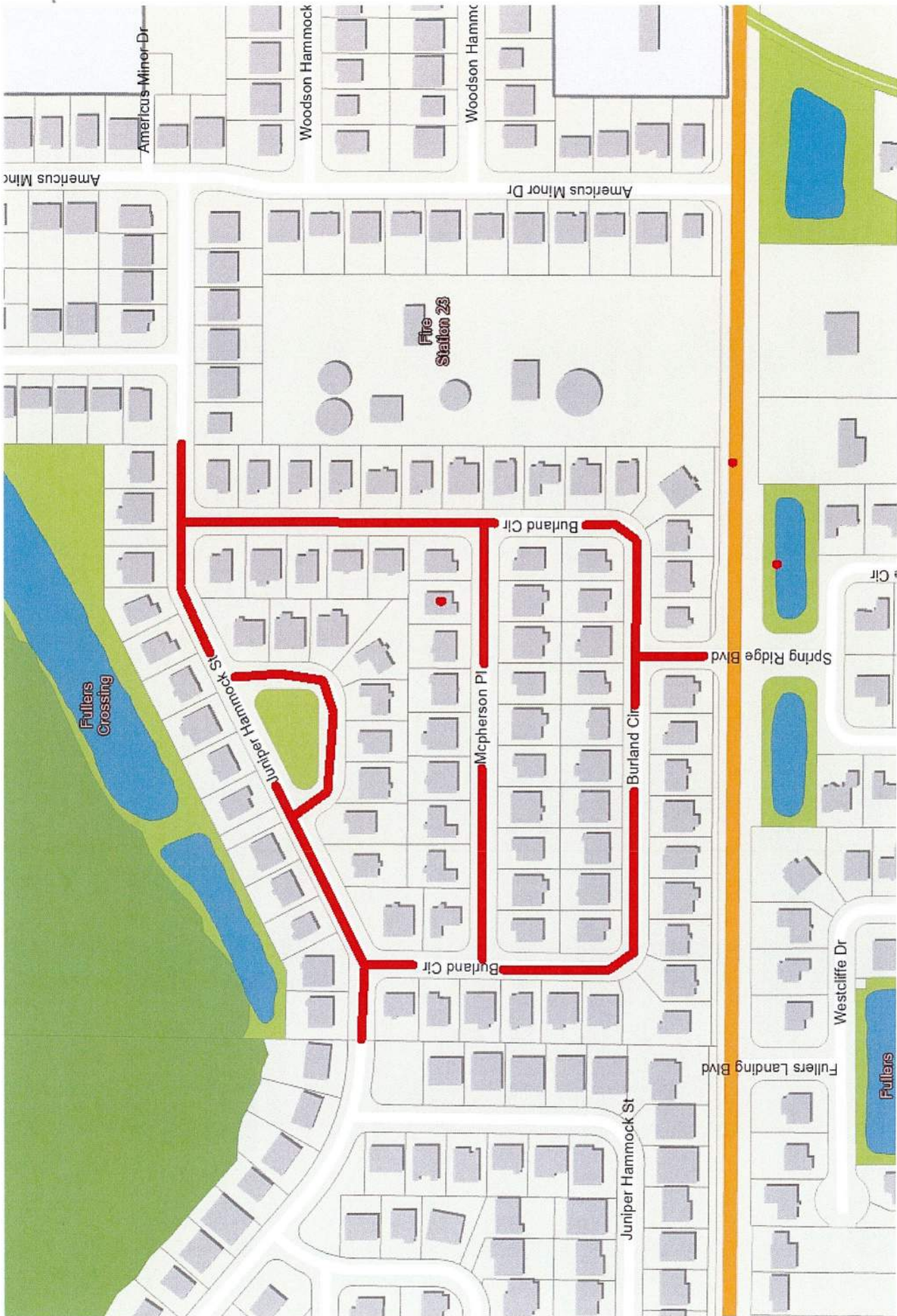
*** THIS IS A UNIT PRICE PROPOSAL**

- * If work is not completed prior to completion date of contract, Middlesex may cancel this contract with a 10 day notice.
- * This Proposal is based on quantities supplied by the contractor. The quantities in this proposal will be the MINIMUM quantities BILLED and the unit prices will apply to any overrun.
- * Thicknesses quoted are "Nominal" thicknesses per FDOT specifications.
- * Price is based on yield of 110 lbs/sy (per inch thickness). If this maximum is exceeded due to base or jobsite conditions, then any additional asphalt used will be charged as an overrun at the line item price per ton.
- * This Proposal does not include Payment and Performance Bond; if required add 1.5% to the contract price. Min. Cost is \$500.
- * Work is to be done during normal business hours Mon.-Fri. (7AM-5PM) or Sun. night thru Thurs. night (per lane closure restrictions). Work done outside of these standard shifts/hours due to GC or other requirements will be charged at \$1,500/shift.
- * This proposal is based on all work being performed with a single paving crew, if additional crews are required to accommodate the Contractor's schedule then this will need to be agreed prior and any additional costs agreed.
- * This proposal does not include any Engineering evaluation of bridges within or adjacent to the project work area with consideration to "walking" the milling and paving equipment across. If such Engineering evaluation is required to allow milling and paving equipment "walking" access across any bridges then that responsibility will be borne by the General Contractor.
- * Please note that Middlesex typically shuts down the asphalt plant and paving operations for the week of Christmas/New Year's and for the week of July 4th. This consideration shall be included in the project schedule.
- * Middlesex must have at least 3 weeks advance notice in order to better assure timely scheduling of the work required for each mobilization/phase of paving.
- * Once scheduled for work, any cancellation must be made prior to 48 hrs before scheduled mobilization; otherwise, a mobilization will be charged against the project and any subsequent re-scheduling will be subject to consideration of the above noted 3 weeks advance notice requirement.
- * The Contract item(s) for milling includes the trucking, cleanup and disposal of milled material. All milled asphalt becomes property of Middlesex. Milling shall be accessible by main line milling machine and Middlesex will not be responsible for areas that can't be accessed. Day-rate Milling is for milling machine only (no trucking, no clean-up).
- * Turnout Construction is for "ASPHALT" is for placement of asphalt only.
- * Miscellaneous asphalt is for placement of asphalt only. Grading and compacting the subgrade and application of an appropriate herbicide (per FDOT specifications) is the responsibility of the GC. The Misc. Asphalt item is based on the guardrail being installed after the placement of the asphalt and this does not include any patching by Middlesex.
- * Miscellaneous milling required for joint tie-ins by a skid steer milling machine will be charged at the daily rate of \$1,200 (includes all cleanup and disposal of milled material). Milling requiring a full size milling machine will be priced separately.
- * Location, adjustment, protection and relocation of utilities is not the responsibility of Middlesex.
- * All paving areas not accessible by paving machine will be performed at the hand work tonnage unit price of \$250.00 per ton.
- * Price based on placing asphalt on a firm and unyielding base/subgrade (prepared by others) meeting plan template and capable of supporting conventional asphalt paving equipment and tri-axle dump trucks.
- * Middlesex will not be responsible for tack or prime on adjacent roadways due to normal paving operations.
- * Contractor to provide sufficient number of staging areas for Middlesex to park equipment close to each day's paving location.
- * When accessing the paving areas, Middlesex will not be responsible for any miscellaneous concrete damaged by paving equipment or trucks. This includes curb and gutter, concrete pavement or brick pavers that are constructed prior to paving operations.
- * The GC is to provide a clean water source within reasonable access of the project for Middlesex's use to maintain operation of the rollers, broom, milling machine, and any other equipment, as needed.
- * If Middlesex is to perform flagging operations for GC, all devices will be provided by GC. Middlesex will set up and take down temporary signs and perform flagging for a price of \$1,550/day. If cones are provided by Middlesex there will be an additional charge of \$100/day.
- * Due to existing conditions, Middlesex can not be responsible for 100% drainage of surface water following resurfacing.
- * Middlesex will not be responsible for any puddling on areas where the grades are a 1.5% or less slope on plans or in the field conditions. Middlesex will not be responsible to notify customers of any conditions that exist that may present this problem.
- * All of the above prices are based on the use of RAP (Recycled Asphalt) in the production of the hot-mix asphalt, per current FDOT Standards, unless item of work is noted otherwise to specifically include virgin materials only. Friction Courses are quoted per the current FDOT specifications, which allows the use of RAP in production.
- * All of the above prices are based on the use of standard AC (liquid asphalt) binder in the production of the hot-mix asphalt, per FDOT Standards for PG 64-22 or PG 67-22, unless the item is specifically noted otherwise. If a special additive is required, such as modified binder (PG 76-22), this must be communicated to Middlesex for inclusion in the proposal. If special additives are not specifically noted, they are not included in this proposal.

- * All asphalt and fuel escalations paid to the contractor by FDOT, or other Owner, for the asphalt paving shall be passed on directly to Middlesex.
- * Prices quoted are based on current FOB refinery prices on liquid asphalt and diesel fuel. Such prices are not guaranteed by the major oil companies and are subject to sudden adjustment during the term of the contract. The base prices for liquid asphalt and fuel are based on the current FDOT index. The date is based on the actual bid date of the project (in accordance with FDOT standard specifications section 9-2). If the costs of these materials increases the owner/contractor will make adjustments to the contract based on the FDOT index. This index, API, is provided by FDOT on a monthly basis. Middlesex will make adjustments to the contract based on this index.
- * This proposal is furnished as a complete scope of work as defined above and shall be contracted to Middlesex in its entirety. Individual line items cannot be removed unless specific changes are approved by Middlesex.
- * This proposal/agreement is intended as a replacement or supplement to any previously issued proposals/agreements. The items of work and the special notes and conditions included in this proposal shall supercede those of any previously issued proposals. Any conflicting information shall default to the most recently dated proposal/agreement.
- * This Estimate/Proposal is contingent upon acceptance or issuance of an agreeable Subcontract which shall include the provisions of this Estimate/Proposal. This Estimate/Proposal will supercede any other provisions of the Subcontract. Prior to any work being performed by Middlesex on the project this Estimate/Proposal must be accepted or a Subcontract must be executed.
- * If contract is cancelled then Middlesex shall not be held liable for any remaining contract work. Middlesex shall be entitled to receive final payment for all work performed by us to the date of cancellation within 15 days.
- * Payment Terms shall be the same as Contract Agreement, but payment no later than 30 days after Middlesex's invoice.
- * Unless provided for otherwise in this proposal, this proposal is valid for 30 days from the date of the proposal. If a Subcontract or other agreement is not executed within 30 days then this proposal is subject to be reviewed for adjustment.
- * For FDOT projects, this proposal includes CQC testing and entry into the MAC system for Asphalt Items only.
- * Price includes the applicable Florida sales tax on materials and other related taxable items to be used on this project.
- * All prep for paving by others, other than stated herein.
- * All access, traffic, and safety control by others.
- * Middlesex does not include any provision for asphalt (installation or removal) that may be required to maintain traffic (i.e. temporary wedges). If this is required, such work will be considered extra and will need to be priced separately.
- * Prices do not include engineering or layout.
- * All staking, layout and establishment of grades to be done by others and clearly indicated before paving (every 100' in tangents and 25'in radius). We will accept no responsibility for improper engineering and/or areas where no grades were indicated before commencement of work.
- * Sawcutting is not included in any items on this bid and is the responsibility of the site contractor.
- * Testing and/or inspection, if required, shall be conducted by others and is not included in this proposal. Any fees that may be associated with this effort are specifically excluded from this proposal.
- * Middlesex is not responsible for the clean up and/or disposal of sweepings generated from sweeping the base, prime and sand, or intermediate asphalt lifts. Such sweepings will be broomed out of the way of paving and cleaned up by others.
- * In the event this project requires legal assistance in payment/collection matters, the undersigned agrees to pay reasonable attorney fees, or fees as awarded by the court. Legal venue shall be in the county of the project location.
- * This proposal specifically excludes RailRoad Insurance and any special requirements for working in or around RR right-of-way.
- * This proposal does not include any provision for participation in either OCIP (Owner Controlled Insurance Program) or CCIP (Contractor Controlled Insurance Program), or any insurance program furnished by others. If participation is a requirement of the Contract, then Middlesex will be allowed opportunity to revise proposal and any such adjustments will become part of the Subcontract Agreement.









September 5, 2024
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
AMENDMENT NO. 1 / CONTRACT NO. Y23-119D
ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS

Middlesex Paving LLC.
10801 Cosmonaut Blvd.
Orlando, Florida 32824

This amendment is hereby incorporated into the contract documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~striketrough~~.

1. In accordance with Contract Terms and Conditions Article 7.6, Contract Term/Renewal the County exercises the option by extending the term of the contract as follows:

From: November 3, 2023 through November 2, 2024

To: November 3, 2024 through November 2, 2025

2. Prices, all other terms, conditions and specifications remain the same.

Board of County Commissioners
Orange County, FL

Cassandra Reyes

Cassandra Reyes, Contracting Agent
Procurement Division

9/5/24

Date

Middlesex Paving LLC.



Signature

Michael Lopez

Type or Print Name

9/5/24

Date

REQUIRED CONTRACT



PROCUREMENT DIVISION
400 E. SOUTH STREET | 2ND FLOOR | ORLANDO, FLORIDA 32801

Contract No.Y23-119D
Asphalt Milling and Resurfacing with Friction Course and Asphalt Berms

1.1. TERM CONTRACT

Made between Orange County, Florida (hereinafter called COUNTY), represented by the Manager of the Procurement Division, or their authorized delegate, executing this Contract, and Middlesex Paving, LLC., 46-1625297.

This Contract is effective November 3, 2023 and shall remain effective through November 2, 2024.

This Contract may be renewed (if applicable), cancelled or terminated as provided in the Contract Documents. Any amendments to this Contract must be in writing.

1.2. AMOUNT OF CONTRACT

The County shall pay the Contractor in current funds, and in accordance with the progress payment schedule as stated herein, for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the estimated amount of:

\$21,986,100.00

TWENTY-ONE MILLION NINE HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED DOLLARS.

The Contractor shall provide written notification to the County's Project Manager when 90% of the total contract amount has been reached. The Contractor shall not proceed beyond 100% of the total contract amount unless duly authorized by a written change order.

1.3. CONTRACT DOCUMENTS

The following documents are hereby incorporated into this contract.

The order of precedence of items and documents is as follows:

1. Construction Contract
2. Permits

3. Solicitation addenda and written question/answers issued
4. Federal Terms and Conditions (if applicable)
5. Supplemental Terms and Conditions (if applicable)
6. Special Terms and Conditions
7. Contract Terms and Conditions
8. Bond Requirements
9. Insurance Requirements
10. Business Development Requirements (if applicable)
11. Specifications/Technical Provisions
12. Drawings/Plans
13. Road Design, Structures, and Traffic Operations Standards (If applicable)
14. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (If applicable)
15. Submittal Instructions and Solicitation Terms
16. Contractor's Bid Proposal

1.4. COMPLIANCE WITH M/WBE CONTRACT REQUIREMENTS

By entering into this Contract, the Contractor affirmatively commits to comply with the M/WBE subcontracting requirements submitted with their bid. The failure of the Contractor to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

1.5. INVOICING

Invoices against this Contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bid.

Invoices must be submitted, in duplicate, referencing this Contract number and the applicable Delivery Order / Purchase Order number to:

Roads and Drainage Division
Public Works Complex, Building 1
4200 S. John Young Py
Orlando, FL, 32839

1.6. CONTRACT EXECUTION

County and Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

1.7. COUNTERPART (1)

Middlesex Paving, LLC.,

Orlando, FL

BY:  (Authorized Signatory)

Michael Iapaluccio (Name)

Vice President Paving (Title)

DATE: November 3, 2023



NOTICES:

Mike Iapaluccio (Contact)

10801 Cosmonaut Blvd (Address)

Orlando, FL 32824 (City, State Zip)

407-632-4028 (Phone)

mikei@middlesexco.com (Email)

1.8. COUNTERPART (2)

Orange County's Acceptance of Bidder's Offer and Contract Award

BOARD OF COUNTY COMMISSIONERS

ORANGE COUNTY, FLORIDA

BY: Carri Mathes (Authorized Signatory)

CARRIE MATHES, MPA, CFCM, NIGP-CPP, CPPO, C.P.M., CPPB, A.P.P

Manager, Procurement Division

DATE: 3.1.2024

NOTICES:

PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801

(407) 836- 5635

EMAIL:PROCUREMENT@OCFL.NET

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: Jon C. Williams, City Manager

Date: February 19, 2026

Meeting Date: February 26, 2026

Subject: Request to approve Rotary Club “Evening at the Pops” concert event and waive the \$1,000 permit fee

Background Summary and Discussion:

The Rotary Club of Winter Garden is requesting approval to hold their annual Evening at the Pops event at Newton Park on Saturday, March 28, 2026 at 6:30 pm. Event set up and activities will be the similar to previous years. The Plant Street Pops Orchestra will be the musicians for the second year in a row; they are a 31-piece orchestra (violins, woodwinds, horns, a vocalist, etc.).

The applicant also submitted a formal letter requesting that the City waive the \$1,000 permit fee as this event is a fundraiser for the Rotary Club of Winter Garden, which is a charitable organization (501 (C)(3)).

Recommendation:

City Staff recommends approval of this event and to waive the \$1,000 permit fee with the following condition:

- No outside alcohol is permitted for this event. Signage shall be placed prominently at the entry gates noting there is no outside alcohol allowed inside the event perimeter.

Attachment:

Application
Event Site Map

PLE2026-0010

Event Dates: 03/28-3/30/26

ROTARY CLUB OF WINTER GARDEN

Evening of the Pops

03-28-26 / 03-29-26

BRIAN M. MCGREW
407-832-7915

COMMUNITY DEVELOPMENT DEPARTMENT
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

P: 407.877.5136
F: 407.656.0839
WWW.CWGDN.COM



SPECIAL EVENT APPLICATION FOR PUBLIC PROPERTY

PER CITY CODE 27.1.3 "SPECIAL EVENTS" ARE DEFINED AS ANY PUBLIC ASSEMBLY OF 100 OR MORE PEOPLE IN ANY PARK, SIDEWALK, ALLEY, LAKE OR OTHER PUBLICLY OWNED AREA. COMPLETED APPLICATIONS SHOULD BE SUBMITTED NO LESS THAN 30 DAYS PRIOR TO THE FIRST DATE OF THE PROPOSED EVENT. EVENTS THAT REQUIRE CLOSURE OF ANY CITY STREET OR ARE ANTICIPATED HAVING MORE THAN 500 PEOPLE IN ATTENDANCE WILL REQUIRE APPROVAL OF THE CITY COMMISSION AND SHOULD BE SUBMITTED AT LEAST EIGHT (8) WEEKS PRIOR TO THE SCHEDULED EVENT.

PLEASE SUBMIT ALL OF THE FOLLOWING ITEMS THAT APPLY ELECTRONICALLY WITH YOUR APPLICATION.

City USE OF PROPERTY – PROOF OF REAL PROPERTY OWNER'S OR LESSEE'S PERMISSION (IF PRIVATE PROPERTY WILL ALSO BE USED FOR THE EVENT).

ELECTRONIC SUBMITTAL OF ALL THE APPLICATION AND SUBMITTAL DOCUMENTS THROUGH THE CITY'S BS&A ONLINE PORTAL: (https://bsaonline.com/CD_PzePROCESSAPPLICATION/WIZARDSTEP?STEP=1&UID=3123)

N/A IF REGULATED BY THE STATE OF FLORIDA, A COPY OF THE STATE LICENSE, AND INSURANCE.

SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, REFUSE CANS OR DUMPSTERS, VENDOR PLACEMENT INCLUDING TENTS, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES, SIGNAGE, MEDICAL CARE LOCATIONS, SECURITY, ETC.

COPY OF APPLICANT'S INSURANCE CERTIFICATE. ANY EVENTS THAT USE THE PUBLIC RIGHTS-OF-WAY OR CITY PROPERTY WILL REQUIRE THE APPLICANT TO NAME THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:

- GENERAL AGGREGATE 1,000,000
- PRODUCTS AGGREGATE 1,000,000
- PERSONAL & ADVERTISING INJURY 250,000 EACH OCCURRENCE 250,000
- FIRE LEGAL LIABILITY 50,000
- MEDICAL PAYMENTS 2,000

CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS AND GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

PERMIT FEES:

- APPLICATION FEE **\$25.00**
- **\$50.00** FOR EVENTS WITH LESS THAN 25 PEOPLE IN ATTENDANCE
- **\$150.00** FOR EVENTS WITH 25-200 PEOPLE IN ATTENDANCE
- **\$1,000.00** FOR EVENTS WITH MORE THAN 200 PEOPLE IN ATTENDANCE

** RED WAIVER OF FEES AS A CITY SPONSORED EVENT. [Signature]*

NOTE: OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, NECESSARY MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OTHER NECESSARY STAFF ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN CASH, CERTIFIED CHECK, MONEY ORDER, CREDIT/DEBIT CARD AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

APPROVAL PROCESS

COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, CITY MANAGER AND PARKS & RECREATION departments will review all requests and forward to additional departments as needed. You may be contacted to provide further information. You will be notified of initial approval, additional fee requirements and any other conditions of approval in approximately 3 to 6 weeks.
Special Event Application for Public Property 09/2025

Page | 1 of 3 ✓

Event Dates: 03/28-3/30/26

Planning & Zoning



JAN 13 2026

Received by: CEF
Project #:

COMMUNITY DEVELOPMENT DEPARTMENT
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

P: 407.877.5136
F: 407.656.0839
WWW.CWGDN.COM

P2E2006-0010

SPECIAL EVENT APPLICATION FOR PUBLIC PROPERTY

DATE OF APPLICATION: JANUARY 12, 2026
ORGANIZATION/GROUP: Rotary Club of W.G. Foundation NON-PROFIT CORP INDIV.
NAME OF EVENT: EVENING AT THE POPS
CONTACT/REPRESENTATIVE: MATT MCGREW PHONE # 407-832-7915
ALT. PHONE #: JOHN RICHARD 407-761-3757 EMAIL: MATT.MCGREW@GMAIL.COM
*EVENT LOCATION: NEWTON/ANNEX/LITTLE HALL, 29 W. GARDEN AVE PROPOSED DATES: 03-29-26 / 03-28-26
HOURS: BEGINS OPEN 5PM - 10PM MUSIC 7PM ESTIMATED DAILY ATTENDANCE: 2,500
DATES & TIMES OF EVENT SETUP & BREAKDOWN:
SET UP: 7 AM SAT 03-28-26 BREAKDOWN: 1 PM MON 03-30-26
* 29 W. Garden Ave

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

- | TYPE OF EVENT | EVENT DETAILS | EQUIPMENT AT EVENT |
|---|---|--|
| <input type="checkbox"/> FESTIVAL | <input checked="" type="checkbox"/> ADMISSION CHARGE/TICKET SALES | <input checked="" type="checkbox"/> AMPLIFIED SPEAKING/MUSIC |
| <input type="checkbox"/> EXHIBIT(S) | <input checked="" type="checkbox"/> ALCOHOL SERVED | HOURS OF: 06:30 - 09:30 PM |
| <input type="checkbox"/> CARNIVAL/CIRCUS/FAIR | <input checked="" type="checkbox"/> ALCOHOL SALES | <input checked="" type="checkbox"/> PORTABLE RESTROOMS |
| <input type="checkbox"/> GENERAL MEETING | <input type="checkbox"/> FIREWORKS/PYROTECHNICS | <input type="checkbox"/> SPORTS EQUIPMENT |
| <input type="checkbox"/> PARADE | <input checked="" type="checkbox"/> FOOD TRUCKS | <input checked="" type="checkbox"/> STAGE/PROPS/PRODUCTION |
| <input type="checkbox"/> BLOCK PARTY OR PICNIC | <input type="checkbox"/> MERCH. VENDORS # OF: _____ | <input checked="" type="checkbox"/> TENTS # & SIZE OF: 40' x 60' |
| <input type="checkbox"/> SPORTING EVENT/COMPETITION | <input checked="" type="checkbox"/> OPEN TO PUBLIC | <input type="checkbox"/> TEMPORARY EVENT SIGNAGE |
| <input type="checkbox"/> WEDDING/RECEPTION | <input checked="" type="checkbox"/> STREET/SIDEWALK CLOSURE | <input checked="" type="checkbox"/> DUMPSTERS/RECEPTACLES |
| <input type="checkbox"/> REVIVAL | HOURS OF: 6 PM - 9:30 PM | <input type="checkbox"/> COOKING EQUIPMENT USED |
| <input checked="" type="checkbox"/> OTHER (EXPLAIN) | <input type="checkbox"/> CITY WATER USED | <input type="checkbox"/> GAS <input type="checkbox"/> OPEN FLAME |
| Annual Charity Concert | <input checked="" type="checkbox"/> EVENT HELP PREVIOUSLY | <input type="checkbox"/> OTHER (EXPLAIN): |
| CITY CO-SPONSORED | <input checked="" type="checkbox"/> CITY ELECTRIC USED | May Have For Vendors in lieu of Trucks |

FOOD VENDING

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html FOR MORE INFORMATION.

MISCELLANEOUS POLICIES

- BOUNCE HOUSES, INFLATABLES, AND ANY TYPE OF RIDES ARE NOT ALLOWED ON CITY PROPERTY.
- EVENT ADVERTISING WILL NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.
- MAY BE REQUIRED TO MEET WITH CITY TO PRESENT DETAILS OF EVENT.

Event Dates: 03/28-3/30/26

Planning & Zoning



JAN 13 2026

Received by: CEF
Project #:

COMMUNITY DEVELOPMENT DEPARTMENT
300 WEST PLANT STREET
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www.CWGDN.COM

PLE 2026-0010

SPECIAL EVENTS

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY 7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

Rotary Club of Winter Garden's Annual Evening at the Pops Charity Concert in partnership with the City of Winter Garden (Co-Sponsor) & supported by City services.
Newton Park & Tanner Hall secured for the entire day 7AM through 10PM day of the event. A temporary 40' x 60' concert tent will be erected on site to house the musicians.
2/3 of Newton Park will be secured with a temporary perimeter fence with handicap entrance and egress points. Tanner Hall will be utilized as a VIP venue for the day.
General Admission for the public on the fenced lawn will again be only \$10 per person. VIP Admission for Tanner Hall will be \$85 per person this year.
Concert music will be provided by a 30-40 member Pops Orchestra (TBD). Announcements begin at 7PM, Music begins at 7:15PM and will conclude around 9:15PM
Proposed: General parking would be Dr. Bradford Park, two overflow lots east of Trailer City, Health Central Park & Jessie Brock. Shuttle busses will be hired for the event.
Proposed: VIP & Musician Parking would be in the Tanner Hall Lot. Rotarian Parking at the Boat Ramp & Golf Cart parking at the roundabout east of Little Hall.

LITTLE HALL WILL BE USED FOR FEEDING VOLUNTEERS & STAFF
[Signature]

FOR OFFICIAL USE ONLY
TECHNICIAN INITIAL: _____ DATE RECEIVED: _____ FEE PAID
CITY MANAGER/DESIGNEE: _____ DATE: _____ APPROVED: YES / NO
CONDITIONS:

January 19, 2026

Jon Williams, City Manager
City of Winter Garden
300 W. Plant Street
Winter Garden, FL 34787

Re: Evening at the POPS application #PZE2026-0010

Dear Jon,

On behalf of our club President, George Spigener and per city guidelines, please accept this letter as our formal request to waive the special event fees associated with the Rotary Club of Winter Garden's, 2026 - Evening at the POPS concert scheduled for March 28, 2026.

As you are probably aware, the partnership between the City of Winter Garden and the Rotary club grew from an idea nearly twenty-four years ago to bring a high caliber, cultural music experience to the community. As a result, the annual Evening at the POPS concert was born.

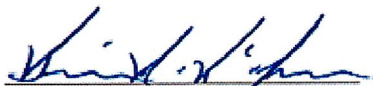
This year's POPS is shaping up to be extra special, as we will be celebrating the Rotary Club of Winter Garden's 100th year of "Service Above Self" in West Orange County. Additionally, we are excited to bring back the Plant Street POPS Orchestra who was very well received last year, bringing top tier talent combined with locally hired musicians in an orchestra setting.

As the event's co-sponsor, the city's contributions are vital to continue the important Rotary work within the community. We cannot succeed without the generosity of supporters like you.

Thank for your consideration and partnership in this highly anticipated annual event.

Yours in Rotary "Service Above Self"

Matt



B. Matt McGrew
Immediate Past President
Rotary Club of Winter Garden
matt.mcgreg@hotmail.com
(407) 832-7915

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

RECEIVED NOV 09 2014
2015

DEPARTMENT OF THE TREASURY

Date: OCT 27 2015

WINTER GARDEN ROTARY FOUNDATION INC
29 GARDEN AVE
WINTER GARDEN, FL 34787-0000

Employer Identification Number:
47-5277550
DLN:
26053696001595
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 6, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

WINTER GARDEN ROTARY FOUNDATION INC

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey I. Cooper". The signature is stylized and cursive, with a prominent horizontal stroke at the end.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements



+

Find address or place

Q

-

□

□

□

