WINTER GARDEN

CITY COMMISSION

AGENDA

CITY HALL COMMISSION CHAMBERS
300 W. Plant Street
Winter Garden, Florida

REGULAR MEETING **March 13, 2025** **6:30 p.m.**

CALL TO ORDER
Determination of a Quorum
Opening Invocation and Pledge of Allegiance

1. **APPROVAL OF MINUTES**
   Regular Meeting Minutes – February 27, 2025

2. **REGULAR BUSINESS**

   A. **Resolution 25:04**: A RESOLUTION OF CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING $80,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF WINTER GARDEN, FLORIDA WATER AND WASTEWATER REVENUE BONDS, SERIES 2025, TO FINANCE AND REIMBURSE THE COSTS OF VARIOUS CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND WASTEWATER UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE OF ADDITIONAL WATER AND WASTEWATER REVENUE BONDS FROM TIME TO TIME FOR THE PRINCIPAL PURPOSES OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CAPITAL IMPROVEMENTS TO THE WATER AND WASTEWATER UTILITY SYSTEM AND REFINANCING OUTSTANDING INDEBTEDNESS RELATING TO THE SYSTEM; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; PROVIDING FOR THE PAYMENT THEREOF FROM THE NET REVENUES OF THE WATER AND WASTEWATER SYSTEM AND CERTAIN OTHER MONEYS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH BONDS ISSUED HEREUNDER; AUTHORIZING A NEGOTIATED SALE OF THE SERIES 2025 BONDS; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF A PURCHASE CONTRACT WITH RESPECT THERETO, AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID SERIES 2025 BONDS; APPOINTING THE REGISTRAR AND PAYING AGENT FOR SAID SERIES 2025 BONDS AND THE EXECUTION AND DELIVERY OF A PAYING AGENT AND REGISTRAR AGREEMENT; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2025 BONDS; ESTABLISHING A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THE SERIES 2025 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT AND APPOINTING THE INITIAL DISSEMINATION AGENT; DELEGATING AUTHORITY TO THE CITY MANAGER DETERMINE CERTAIN MATTERS WITH RESPECT TO SAID SERIES 2025 BONDS INCLUDING WHETHER TO UTILIZE MUNICIPAL BOND INSURANCE FOR ANY OF THE SERIES 2025 BONDS AND WHETHER TO FUND THE RESERVE ACCOUNT; AND PROVIDING AN EFFECTIVE DATE
   – **Finance Director Zielonka**

   B. Recommendation to approve Purchase Agreement with Creative Modular Buildings for temporary Modular Building used as Fire Station 21 located at 902 Avalon Road and authorize City Manager to sign sales agreement in the amount of $**62,500** – **Assistant City Manager for Administrative Services Gilbert**

   C. Recommendation to authorize Mayor and Police Chief to execute Amendment to Orange County Intergovernmental Radio System Encryption Key Memorandum of Understanding
   – **Police Chief Graham**

D. Recommendation to approve and ratify the proposed IAFF Local 4947 "B" Group Collective Bargaining Agreement for the period of October 1, 2024, to September 30, 2027 – **Human Resources Director Jones**

E. Recommendation to approve **SITE PLAN** for 2000 Fowler Grove Blvd (AdventHealth Medical Office Building 2), subject to conditions – **Planning Director Carson**

F. Recommendation to approve **SPECIAL EVENT** – Winter Garden Art Association – Arts in April VIP Fundraiser – Downtown Pavilion, Saturday, April 26, 2025 – **Planning Director Carson**

G. Recommendation to approve **SPECIAL EVENT** – Shop, Dine and Stroll in Downtown Winter Garden – Saturday, May 3, 2025 – **Economic Development Director Hutchinson**

H. Recommendation to approve **SPECIAL EVENT** – Eighth Annual Friends of Lake Apopka (FOLA) 40 Bike Ride **–** Downtown Pavilion, Sunday, December 7, 2025 – **Planning Director Carson**

3. **MATTERS FROM PUBLIC** – (*Limited to 3 minutes per speaker*)

4. **MATTERS FROM CITY ATTORNEY** – A. Kurt Ardaman

5. **MATTERS FROM CITY MANAGER** – Jon C. Williams

6. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to **Regular Meeting** on Thursday, **March 27, 2025** at **6:30 p.m.** in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

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

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

Pursuant to Florida Statutes 282.601, 286.603, and the Americans with Disabilities Act (ADA), the City of Winter Garden makes every effort to ensure that those with disabilities have access to electronic information provided to the public, except when compliance with those sections impose an undue burden on the agency. In the event of difficulty accessing this publicly provided information, please contact the City Clerk's Office at (407) 656-4111, Ext. 2297, for assistance.

	Those needing assistance to participate in any of these proceedings should contact the City Clerk's Office at least 48 hours in advance of the meeting (407) 656-4111 Ext 2297.		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Department (407) 656-4111 Ext. 5455.

CITY OF WINTER GARDEN

City Commission and Community Redevelopment Agency
REGULAR MEETING MINUTES

February 27, 2025

REGULAR MEETING of the Winter Garden City Commission was called to order by Mayor Rees at 6:30 p.m. 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 Clerk Angela J. Grimmage
City Attorney A. Kurt Ardaman

1. **APPROVAL OF MINUTES**

Motion by Commissioner Sharman to approve regular meeting minutes of February 13, 2025, as submitted. Seconded by Commissioner Johnson and carried unanimously 5-0.

2. **PRESENTATIONS**

A. **Proclamation 25-02**: Proclaiming Multiple Sclerosis Awareness Week was read by Mayor Rees.

B. **Proclamation 25-03:** Proclaiming Flood Awareness Week was read by Mayor Rees.

3. **FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

A. **Ordinance 25-04:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, ADDING POLICY 1-1.2.19 AND POLICY 1-1.2.20 OF THE FUTURE LAND USE ELEMENT OF THE WINTER GARDEN COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-04 by title only. Planning Director Kelly Carson stated that her presentation would cover the next three agenda items, Ordinances 25-04, 25-05, and 25-06.

Ms. Carson gave a PowerPoint presentation and noted that the City of Winter Garden has been working for years with the residents of the Historic East Winter Garden neighborhood to help revitalize the area and achieve the community's vision for the future. She shared some history of the East Winter Garden Plan, which she stated has served as the roadmap for redevelopment in the area. Furthermore, Ms. Carson noted that the plan included five big ideas that were drawn from community input. Those ideas included increasing homeownership and housing options and improve housing quality

while respecting the scale of the existing community. However, Ms. Carson noted that the neighborhood's current future land use and zoning categories are not conducive to fully meeting these goals. Increasing homeownership and housing opportunities that are affordable for existing residents would require greater regulatory flexibility to develop more types of housing units. She stated that this could be done in a way that does not fundamentally change the character of the community. Furthermore, Ms. Carson explained that the current code does not allow homeowners to build accessory dwelling units on their properties, which are generally built in rear yards and usually not visible from the street. However, she expressed that they allow a family more flexibility to accommodate aging parents, or adult children who have not moved out yet, or could be used as income units to offset high mortgages or property tax bills. This flexibility would allow homeowners to adapt their properties to accommodate changing life circumstances, build more wealth for themselves and their families, and at the same time subtly incorporate more affordable housing opportunities into the neighborhood while not changing the community character.

Planning Director Carson made a point of clarification, noting that the three ordinances up for discussion do not change anyone's land development regulations; they would not change what residents can or cannot build on their properties. However, Ms. Carson stated that staff has been working on an overlay for the area that would change some of these regulations. These three ordinances propose changes to the City's Comprehensive Plan to allow for future adoption of an overlay. Furthermore, Ms. Carson noted that Ordinances 25-04, 25-05, and 25-06, propose the addition of two new future land use categories to the Comprehensive Plan and would apply them to two areas of the Historic East Winter Garden Neighborhood.

Ms. Carson explained that the changes would add Policy 1-1-2.19 Neighborhood Residential, which is focused on the east side of the Neighborhood, including the newly annexed single-family residential areas. She spoke of residential densities allowed by right, not changing, and she explained the related details, which would be detailed in the forthcoming overlay code. She noted this would be based on creating attractive affordable housing opportunities and would be harmonious with the character of the community. Furthermore, Ms. Carson spoke of the housing units of the Neighborhood Residential category, detached single-family structures, other housing types to supplement the neighborhood's housing supply and accommodate age-in-place solutions.

Planning Director Kelly Carson stated that the second addition to the Comprehensive Plan is Policy 1-1-2.20, a Neighborhood Mixed-Use, which is focused on the west side of the neighborhood. She noted that this area, already features a mix of uses including neighborhood-oriented shops, some single and multi-family residential buildings, and civic uses like the Maxey Center. She explained the new designation, which again would be part of the forthcoming overlay code and would include protections for existing residents against developer pressures and gentrification. Furthermore, she spoke of

permitted commercial floor area ratios, a density bonus, fostering affordable housing opportunities, and age-in-place solutions. Ms. Carson explained smaller, neighborhood-scaled mixed-use development allowing building more traditional neighborhood forms where one could walk to a local market or open a small office on the same property where they live.

Ms. Carson informed the City Commission of a community meeting, which was held by the City to discuss the upcoming code and future land use changes. She noted that over 50 people attended, gave community feedback, and was largely positive. However, she did note that the only major concern heard was that the amendments should not change the character of the neighborhood. Furthermore, Ms. Carson surmised that allowing increased densities through a bonus system would provide the additional oversight by City Staff, the City Commission, as well as the community at large.

In her conclusion, Ms. Carson stated that staff believes these proposed changes to the City's comprehensive plan uphold and advance the goals and objectives of the East Winter Garden Plan and are necessary next steps to be able to carry out the community's vision expressed at those meetings. Staff recommended approval.

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

Motion by Commissioner Johnson to approve Ordinance 25-04, with second reading and public hearing after state review. Seconded by Commissioner Sharman and carried unanimously 5-0.

B. **Ordinance 25-05:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 100.5 ± ACRES GENERALLY LOCATED SOUTH OF E PLANT STREET, EAST OF 11TH STREET, WEST OF FLORIDA STATE ROAD 429, AND NORTH OF EAST MAPLE STREET FROM LOW DENSITY RESIDENTIAL AND RESIDENTIAL NEIGHBORHOOD COMMERCIAL TO NEIGHBORHOOD RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-05 by title only. Planning Director Kelly Carson stated that staff recommends approval.

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

Motion by Commissioner Johnson to approve Ordinance 25-05, with second reading and public hearing after state review. Seconded by Commissioner Jones and carried unanimously 5-0.

C. **Ordinance 25-06:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 22.8 ± ACRES GENERALLY LOCATED SOUTH OF NORTH STREET, EAST OF 9TH STREET, WEST OF 11TH STREET, AND NORTH OF EAST MAPLE STREET FROM RESIDENTIAL NEIGHBORHOOD COMMERCIAL AND INSTITUTIONAL TO NEIGHBORHOOD MIXED-USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-06 by title only. Planning Director Kelly Carson stated that staff recommends approval.

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

Motion by Commissioner Johnson to approve Ordinance 25-06, with second reading and public hearing after state review. Seconded by Commissioner Bennett and carried unanimously 5-0.

4. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCE

A. **Ordinance 25-07:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 0.25 +/- ACRES OF LAND GENERALLY LOCATED AT 1144 EAST PLANT STREET, SOUTH OF EAST PLANT STREET, NORTH OF CAROL ANDERSON DRIVE, WEST OF SOUTH WEST CROWN POINT ROAD, AND EAST OF 11TH STREET, FROM C-2 (ARTERIAL COMMERCIAL DISTRICT) TO CAPUD (CHARACTER AREA PLANNED UNIT DEVELOPMENT); PROVIDING FOR CERTAIN CAPUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE 1144 EAST PLANT STREET CAPUD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-07 by title only. Planning Director Kelly Carson described the applicant's plan to rezone property, noting its size and location. She spoke of proposed buildings, site improvements and landscaping for the property. Furthermore, she noted that the plans were consistent with the City's comprehensive plan, Code of Ordinances and Plant Street area overlay standards. Staff recommended approval.

Mayor Rees noted that he knows everyone is aware but wanted to make sure that the City keeping any plans in this area attractive.

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

Motion by Commissioner Johnson to adopt Ordinance 25-07. Seconded by Commissioner Sharman and carried unanimously 5-0.

5. REGULAR BUSINESS

A. Recommendation to approve HDLA Landscape Architects and McCoy Design for planning and designs services relating to signage and interpretations for Tucker Ranch Wellness Park in the amount of $136,730

City Manager Jon C. Williams stated that this is a request to approve a change order to HDLA's landscape and architectural services to engage McCoy Design services to assist the City in developing signage, way finding and donor recognition for the Tucker Ranch Wellness Park. Staff recommended approval to engage HDLA Landscape Architects and McCoy Design for planning and designs services relating to signage and interpretations for Tucker Ranch Wellness Park in the amount of $136,730. Discussion ensued on the expense of this service.

Motion by Commissioner Jones to approve HDLA Landscape Architects and McCoy Design for planning and designs services relating to signage and interpretations for Tucker Ranch Wellness Park in the amount of $136,730. Seconded by Commissioner Sharman and carried unanimously 5-0.

B. Recommendation to approve Proposal and Authorize City Manager to award contract to Startesta Construction, LLC to install windows, storefront and curtains for Tucker Ranch Project in the amount of $693,000, which includes a 10% contingency

City Manager Jon C. Williams stated that this item also relates to the Tucker Ranch project and noted that the City's Construction Manager received four bid proposals for package number nine, which consists of windows, storefront, and curtains. He disclosed bid information regarding all bidders. He shared that Startesta Construction, LLC was the most responsive and responsible bidder. Staff recommended approval.

There was discussion on the Tucker Ranch items being brought to the City Commission for approval in a piecemeal fashion, and it was noted that projects are broken up by each discipline, which offers more control over the subcontractors, and cost savings. It was also noted to be more work, but a very transparent process.

Motion by Commissioner Jones to approve proposal and authorize City Manager to award contract to Startesta Construction, LLC to install Windows, Storefront & Curtains for Tucker Ranch Project in the amount of $693,000, which includes a 10% contingency. Seconded Commissioner Sharman and carried unanimously 5-0.

C. Recommendation to approve purchase and installation of valve replacement for Daniels Road Reclaimed Water Tank from ASI in the amount of $64,068.96

Assistant City Manager for Public Services Steve Pash stated that the existing 16-inch valve on the reclaimed water tank at the Daniels Reuse Facility is no longer functioning properly. He noted that this valve is an automated valve that keeps the tank at the proper capacity and, once filled, sends the reclaimed water to other locations. Staff recommended approval. There was discussion on the size of the valve and its cost.

Motion by Commissioner Sharman to approve purchase and installation of valve replacement for Daniels Road reclaimed water tank from ASI in the amount of $64,068.96. Seconded by Commissioner Johnson and carried unanimously 5-0.

D. Recommendation to approve INTERLOCAL AGREEMENT between City of Winter Garden and Orange County for transfer of jurisdiction of portions of certain roads

Assistant City Manager for Public Services Steve Pash stated that is an Interlocal Agreement with Orange County to transfer certain roads. This agreement transfers Avalon Road from State Road 50, also known as West Colonial Drive, to City Limit and East Crown Point Road and from Crown Point Cross Road to City Limit. Staff recommended approval.

There was discussion on having the ability to fix issues that the residents have complained about, being the responsible agency for costs associated with road maintenance, and City control and responsibility for future decisions involving the road.

Motion by Commissioner Sharman to approve INTERLOCAL AGREEMENT between City of Winter Garden and Orange County for transfer of jurisdiction of portions of certain roads. Seconded by Commissioner Bennett and carried unanimously 5-0.

E. Recommendation to approve SITE PLAN for 1320 Winter Garden Vineland Road (Lake Apopka Natural Gas Addition)

Planning Director Kelly Carson stated that the Lake Apopka Natural Gas District is requesting approval of an addition to the front of the existing building, located at 1320 Winter Garden Vineland Road. She noted that site improvements include landscaping, parking, and pedestrian access from Winter Garden Vineland Road. She noted that the landscaping would include mitigation of the existing pine trees, which would be removed. Furthermore, Ms. Carson stated that the addition will provide additional office space. Staff has reviewed the application and recommend approval, subject to staff conditions.

Motion by Commissioner Bennett to approve SITE PLAN for 1320 Winter Garden Vineland Road (Lake Apopka Natural Gas Addition), subject to staff conditions. Seconded by Commissioner Sharman and carried unanimously 5-0.

F. Recommendation to approve FINAL PLAT for 3017 Daniels Road (Winter Garden Village Final Plat/Replat), subject to conditions

Planning Director Kelly Carson informed that the applicant is requesting approval to replat a portion of the Winter Garden Village at Fowler Groves by subdividing lot one into six parcels. She explained the plans for the separating of the parcels and locations for the outparcels. Furthermore, Ms. Carson noted that staff has reviewed the application and recommends approval of the final plat, subject to staff conditions.

There was discussion relating to there being any negative impact with this lot being divided between two owners. It was noted that this property would still fall under the conditions and standards of their covenants, and restrictions of the larger Planned Unit Development (PUD), so no negative impacts are anticipated.

Motion by Commissioner Sharman to approve FINAL PLAT for 3017 Daniels Road (Winter Garden Village Final Plat/Replat), 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 14, 15, and 16, 2025, subject to conditions

Planning Director Kelly Carson stated that the Crooked Can is requesting approval to hold their annual Celtic Fest. She noted the event days, times, and activities, street closure, food, and alcohol sale. Staff recommended approval, subject to conditions.

There was discussion on the event sound still being monitored each year by doing a soundcheck.

Motion by Commissioner Bennett to approve SPECIAL EVENT for Celtic Festival by Crooked Can Brewery (Plant Street Market) March 14, 15, and 16, 2025, with road closure and subject to conditions. Seconded by Commissioner Sharman and carried unanimously 5-0.

H. Recommendation to approve SPECIAL EVENT for Rotary Club of Winter Garden - Evening at the Pops Concert Event at Newton Park, Saturday, March 29, 2025 - 6:30 p.m., subject to conditions

Planning Director Kelly Carson stated that the Rotary Club of Winter Garden requests holding their annual Evening at the Pops Concert at Newton Park. She noted the event date and time. Furthermore, Ms. Carson disclosed the event set-up and activities being the same as the previous year and that the musicians would be the Plant Street Pops Orchestra. Staff recommended approval.

Motion by Commissioner Bennett to approve Rotary Club of Winter Garden for the Evening at the Pops Concert Event at Newton Park Saturday, March 29, 2025, at 6:30

p.m., subject to conditions. Seconded by Commissioner Johnson and carried unanimously 5-0.

I. Recommendation to approve special event for West Orange High Sen'ya Later School Parade downtown on Wednesday, May 14, 2025, from 5:30 to 6:30 p.m.
Planning Director Kelly Carson stated that this is a request for the West Orange High School to hold their Sen'ya later parade. She noted the time, staging location, parade route and no vehicles included, except for the one permitted golf cart.

Motion by Commissioner Bennett to approve a special event for the West Orange High Sen'ya Later School Parade downtown on Wednesday, May 14, 2025, from 5:30 to 6:30 p.m. Seconded by Commissioner Johnson and carried unanimously 5-0.

Dispensed as the City Commission and convened as the Community Redevelopment Agency (CRA) at 7:01 p.m.

Members Present:
CRA Chairman John Rees and CRA Members Iliana R. Jones, Lisa L. Bennett, Chloe Johnson, Colin Sharman, and CRA Advisory Board Member Larry Cappleman and Orange County Appointee Charlie Mae Wilder

J. Recommendation to authorize City Manager execute Purchase Sale Agreement for 186 North Street in the amount of $150,000
Economic Development Director Marc Hutchinson stated that the City has an opportunity to purchase undeveloped property at 186 North Street within the Historic East Winter Garden Neighborhood. He noted that this parcel would help with the streetscape improvement plans along North Street and with the overall goals of the revitalization efforts aligning with the East Winter Garden Plan. Furthermore, Mr. Hutchinson noted that the plan for North Street includes on-street parking, sidewalks and commercial and residential redevelopment. Staff recommended approval.

CRA Member Larry Cappleman noted that this item was reviewed and approved unanimously by the Community Redevelopment Agency Advisory Board.

Motion by CRA Member Charlie Mae Wilder to authorize City Manager execute the Purchase Sale Agreement for 186 North Street, in the amount of $150,000. Seconded by CRA Member Larry Cappleman and carried unanimously 7-0.

Adjourned as the Community Redevelopment Agency and reconvened as the City Commission at 7:04 p.m.

6. **MATTERS FROM PUBLIC** – There were no items.

7. **MATTERS FROM CITY ATTORNEY** – There were no items.

8. **MATTERS FROM CITY MANAGER**

City Manager Jon C. Williams informed of an unsolicited proposal from a law firm indicating that the City of Winter Garden may be potentially eligible to participate in any claims as a result of the DuPont 3M claim class action settlement lawsuit regarding the polyfluoroalkyl substances (PFAS) and microplastics. He described the staff and legal counsel review with our City Attorney to vet the legitimacy of this proposal. Furthermore, after noting this is a legitimate claim, he indicated that there had been a review for legal counsel to represent the City, and he requested approval to proceed with a retainer agreement with the Law Firm of Napoli Shkolnik. He noted that there would be no cost to the City, should there be no funds to recover by the settlement. In the event there is a recovery, the City of Winter Garden would pay 25 percent.

There was discussion on the plastics being found everywhere and in almost everything, and it was mentioned that the City has been fighting plastics for a while.

Motion by Commissioner Sharman to approve retainer agreement with the Law Firm of Napoli Shkolnik to participate in any claims as a result of the DuPont 3M claim class action settlement lawsuit regarding the polyfluoroalkyl substances (PFAS) and microplastics. Seconded by Commissioner Bennett and carried unanimously 5-0.

City Manager Jon C. Williams announced the start of the demolition process for the two duplexes on South Highland Avenue near City Hall. He shared that once those buildings are removed, the area would be sodded and used as an expansion of the pavilion park area.

There was discussion on the recently demolished Whitaker House, which is located next to the duplexes.

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Sharman stated commended staff on doing a good job.

Commissioner Johnson thanked staff for their assistance, noting that the East Winter Garden kids and parents have been affected by recent events in the community. She shared that there would be help through grief counselling. Furthermore, Commissioner Johnson solicited continued prayers, encouraged community togetherness, and the spreading of love during this time. She again thanked staff for their assistance in this effort.

Commissioner Jones thanked staff for their efforts and noted that we are keeping East Winter Garden and all of Winter Garden in our prayers as we are here for everyone.

Commissioner Bennett voiced appreciation to staff for their hard work with the MusicFest. She also wished Charlie Mae Wilder another Happy Birthday.

Mayor Rees inquired how the trash pickup changes were going since there is no recycling. There was discussion on the process being one half to three quarters done and the time and the reduction of overtime hours. Also noted was the effectiveness of the reduce and reuse campaign.

Mayor Rees expressed that what happened in East Winter Garden was a tragedy but noted that the City and East Winter Garden are fortunate to have the Commissioner that we have in the community. He noted that everyone that reached out appreciates Commissioner Chloe Johnson for her representation and the City appreciates her as well.

The meeting adjourned at 7:08 p.m.

APPROVED:

_____
Mayor John Rees

ATTEST:

_____
City Clerk Angela J. Grimmage

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Laura Zielonka, Finance Director

Via: Jon C. Williams, City Manager

Date: March 7, 2025 **Meeting Date:** March 13, 2025

Subject: **Resolution 25-04:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING $80,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF WINTER GARDEN FLORIDA WATER AND WASTEWATER REVENUE BONDS, SERIES 2025, TO FINANCE AND REIMBURSE THE COSTS OF VARIOUS CAPITAL IMPROVEMENTS THE CITY'S WATER AND WASTEWATER UTILITY SYSTEM.

Issue: The city has authorized planned improvements and expansions to the city's water and wastewater utility system to meet the current service area needs and meet state and federal mandates. The city has identified $163.8 million in utility system capital expenditures for FY2025 to FY2029.

City staff has worked closely with the City's bond counsel, Nabors Giblen and Nickerson, the City's rate consultants Raftelis and the City's financial advisor PFM on the funding sources for the utility system, the proposed bond resolution and financial feasibility.

The projected funding sources for the $163.8 million water and wastewater projects include a combination of grants, proceeds of existing and proposed future Subordinate Indebtedness, proceeds from the Series 2025 Bonds, and future net cash flow after payment of the Annual Debt Service and any other revenue requirements specified by the city. The city plans to fund approximately $12.6 million from rate revenues, $13.1 million from grant proceeds, and $138.2 million from debt including $68.3 million from proceeds of the Series 2025 Bonds. The funding plan results in a level of unrestricted reserve funds in excess of 120 days of Gross Revenues.

This resolution details and authorizes the issuance of the Water and Wastewater Revenue Bonds and defines the terms of the bonds and the rights of the bondholders. Resolution 25-04 also authorizes the City Manager to execute a purchase contract for Series 2025 bonds and execute a paying agent and registrar agreement.

Attachments:

1. Bond Resolution, including Exhibit E which is the Description of the Project
2. Exhibit A – Form of Purchase Contract
3. Exhibit B – Form of Preliminary Official Statement
4. Exhibit C – Form of Paying Agent and Registrar Agreement
5. Exhibit D – Form of Disclosure Dissemination Agent Agreement

Recommended action: Motion to approve Resolution 25-04.

CITY OF WINTER GARDEN, FLORIDA

WATER AND WASTEWATER REVENUE BOND RESOLUTION

ADOPTED MARCH 13, 2025

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RESOLUTION NO. 25-04

A RESOLUTION OF CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING $80,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF WINTER GARDEN, FLORIDA WATER AND WASTEWATER REVENUE BONDS, SERIES 2025, TO FINANCE AND REIMBURSE THE COSTS OF VARIOUS CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND WASTEWATER UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE OF ADDITIONAL WATER AND WASTEWATER REVENUE BONDS FROM TIME TO TIME FOR THE PRINCIPAL PURPOSES OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CAPITAL IMPROVEMENTS TO THE WATER AND WASTEWATER UTILITY SYSTEM AND REFINANCING OUTSTANDING INDEBTEDNESS RELATING TO THE SYSTEM; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; PROVIDING FOR THE PAYMENT THEREOF FROM THE NET REVENUES OF THE WATER AND WASTEWATER SYSTEM AND CERTAIN OTHER MONEYS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH BONDS ISSUED HEREUNDER; AUTHORIZING A NEGOTIATED SALE OF THE SERIES 2025 BONDS; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF A PURCHASE CONTRACT WITH RESPECT THERETO, AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID SERIES 2025 BONDS; APPOINTING THE REGISTRAR AND PAYING AGENT FOR SAID SERIES 2025 BONDS AND THE EXECUTION AND DELIVERY OF A PAYING AGENT AND REGISTRAR AGREEMENT; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2025 BONDS; ESTABLISHING A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THE SERIES 2025 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT AND APPOINTING THE INITIAL DISSEMINATION AGENT; DELEGATING AUTHORITY TO THE CITY MANAGER DETERMINE CERTAIN MATTERS WITH RESPECT TO SAID SERIES 2025 BONDS INCLUDING WHETHER TO UTILIZE MUNICIPAL BOND INSURANCE FOR ANY OF THE SERIES 2025 BONDS AND WHETHER TO FUND THE RESERVE ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I
GENERAL

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Accreted Value" shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond (the principal amount at its initial offering) plus the interest accrued on such Capital Appreciation Bond from the date of delivery to the original purchasers thereof to the Interest Date next preceding the date of computation or the date of computation if an Interest Date, such interest to accrue at a rate not exceeding the legal rate, compounded semiannually, plus, with respect to matters related to the payment upon redemption or acceleration of the Capital Appreciation Bonds, if such date of computation shall not be an Interest Date, a portion of the difference between the Accreted Value as of the immediately preceding Interest Date and the Accreted Value as of the immediately succeeding Interest Date, calculated based on the assumption that Accreted Value accrues during any semi-annual period in equal daily amounts on the basis of a 360-day year.

"Act" shall mean the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Issuer and other applicable provisions of law.

"Additional Bonds" shall mean the obligations issued at any time under the provisions of Section 6.02 hereof on parity with the Series 2025 Bonds.

"Annual Audit" shall mean the annual audit prepared pursuant to the requirements of Section 5.06 hereof.

"Annual Budget" shall mean the annual budget prepared pursuant to the requirements of Section 5.03 hereof.

"Annual Debt Service" shall mean the aggregate amount of Debt Service on the Bonds for each applicable Fiscal Year.

"Authorized Investments" shall mean any investments that may be made by the Issuer under applicable law and which are allowed under the Issuer's investment policy.

"Authorized Issuer Officer" shall mean the Mayor, the City Manager or the Clerk, and when used in reference to any act or document, also means any other person authorized by resolution of the Issuer to perform such act or sign such document.

"Bond Buyer Revenue Bond Index" means the index of the same name published in *The Bond Buyer* or such successor index published in *The Bond Buyer*, or, if no such

index is published in *The Bond Buyer*, such other similar publicly available index as determined by the Issuer upon the advice of the Financial Advisor.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A. or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states, political subdivisions and municipal corporations, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Insurance Policy" shall mean the municipal bond new issue insurance policy or policies issued by an Insurer guaranteeing the payment of the principal of and interest on any portion of the Bonds.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the Series 2025 Bonds, together with any Additional Bonds issued pursuant to this Resolution and any Subordinated Indebtedness which accedes to the status of Bonds pursuant to Section 6.04 hereof.

"Capital Appreciation Bonds" shall mean those Bonds of a Series so designated by the Issuer, whether by the authority contained herein or pursuant to Supplemental Resolution or the bond purchase contract relating so such Series, or otherwise, which may be either Serial Bonds or Term Bonds and which shall bear interest payable at maturity or redemption. In the case of Capital Appreciation Bonds that are convertible to Bonds with interest payable prior to maturity or redemption of such Bonds, such Bonds shall be considered Capital Appreciation Bonds only during the period of time prior to such conversion.

"City Commission" shall mean the City Commission of the City of Winter Garden, Florida, or its successor in function.

"Clerk" shall mean the City Clerk of the City of Winter Garden, Florida and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

"Connection Fees" shall mean, collectively, the Wastewater Connection Fees and the Water Connection Fees collected by the Issuer.

"Construction Fund" shall mean the fund established pursuant to Section 4.03 hereof.

"Consulting Engineer" shall mean any engineering firm of reputation for skill and experience with respect to the construction, maintenance and/or operation of utility facilities similar to the facilities that make up all or a portion of the System, which is duly licensed under the laws of the State of Florida and designated by the Issuer to perform the duties of the Consulting Engineer under the provisions hereof.

"Cost," when used in connection with a Project, shall mean (1) the Issuer's cost of physical construction; (2) costs of acquisition by or for the Issuer of such Project; (3) costs of land and interests therein and the cost of the Issuer incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the System during the period of acquisition and construction of such Project and for such period subsequent to completion as the Issuer shall determine and shall be allowed under the applicable provisions of the Code; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses of the financing, including audits, fees and expenses of any Paying Agent, Registrar, escrow agent or depository; (8) amounts, if any, required by this Resolution to be paid into the Interest Account upon the issuance of any Series of Bonds; (9) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for a Project for the System; (10) costs of machinery, equipment and supplies and reserves required by the Issuer for the commencement of operation of such Project; and (11) any other costs properly attributable to such construction or acquisition, as determined by generally accepted accounting principles applicable to public utility systems similar to the System, and shall include reimbursement to the Issuer for any such items of Cost paid by the Issuer and interest on any interfund loan related thereto. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

"Counterparty" shall mean the entity entering into a Hedge Agreement with the Issuer. Counterparty would also include any guarantor of such entity's obligations under such Hedge Agreement.

"City Manager" shall mean the City Manager of City of Winter Garden, Florida and such other person as may be duly authorized to act on his or her behalf.

"Credit Bank" shall mean as to any particular Series of Bonds, the Person (other than an Insurer) providing a letter of credit, a line of credit or other credit or liquidity facility, as designated in the Supplemental Resolution providing for the issuance of such Bonds.

"Credit Facility" shall mean as to any particular Series of Bonds, an irrevocable letter of credit, a line of credit or other credit or legal liquidity facility (other than a Bond Insurance Policy), as approved in the Supplemental Resolution providing for the issuance of such Series of Bonds.

"Debt Service" shall mean, at any time, the aggregate amount in the then applicable period of time of (1) interest required to be paid on the Outstanding Bonds during such period of time, except to the extent that such interest is to be paid from deposits in the Interest Account or Construction Fund made from Bond proceeds for such purpose, (2) principal of Outstanding Serial Bonds maturing in such period of time, and (3) the Sinking Fund Installments scheduled to be paid during such period of time. For purposes of this definition, (A) all amounts payable on a Capital Appreciation Bond shall be considered a principal payment in the year it becomes due, (B) with respect to debt service on any Bonds which relate to a Qualified Hedge Agreement, interest on such Bonds during the term of such Qualified Hedge Agreement shall be deemed to be the Hedge Payments coming due during such period of time, (C) if any Series of Bonds has 25% or more of the aggregate principal amount of such Series coming due in any one year, Debt Service shall be determined on such Series during such period of time as if the principal of and interest on such Series were being paid from the date of issuance thereof in substantially equal annual amounts over a period of 25 years, (D) the amount, if any, on deposit in the Reserve Account (or any subaccount thereof) on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds which are secured by such Reserve Account (or subaccount thereof) and in each preceding year until such amount is exhausted, and (E) with respect to debt service on any Federal Subsidy Bonds, when determining the interest on such Bonds for any particular Interest Date the amount of the corresponding Federal Subsidy Payment shall be deducted from the amount of interest which is due and payable to the holders of such Bonds on the Interest Date, but only to the extent that the Issuer reasonably believes that it will be in receipt of such Federal Subsidy Payment on or prior to such Interest Date.

"Debt Service Reserve Fund Policy Agreement" shall mean any agreement securing the obligation of the Issuer to repay Policy Costs associated with a Reserve Account Letter of Credit or Reserve Account Insurance Policy.

"Federal Securities" shall mean non-callable direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of Treasury) or non-callable obligations the principal of and interest on which are unconditionally guaranteed by the United States of America. All such obligations shall not permit redemption prior to maturity at the option of the obligor.

"Federal Subsidy Bonds" shall mean Bonds issued under Section 54AA of the Code, Section 1400U-2 of the Code or any other applicable provision of the Code, the interest on which is not exempt from federal income taxation, with respect to which the Issuer elects to receive, or is otherwise entitled to receive, Federal Subsidy Payments from the United States Department of Treasury.

"Federal Subsidy Payments" shall mean the direct payments made by the United States Department of Treasury to the Issuer with respect to any Federal Subsidy Bonds

pursuant to Sections 54AA(g), 6431 and 1400U-2 of the Code, or any other applicable provision of the Code.

"Financial Advisor" shall mean PFM Financial Advisors LLC, and its successors and assigns.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Fitch" means Fitch Ratings and any assigns and successors thereto.

"Government Grant", when used with respect to the System, shall mean any sum of money heretofore or hereafter received by the Issuer from the United States of America or any agency thereof or from the State of Florida or any agency or political subdivision thereof as or on account of a grant or contribution, not repayable by the Issuer, for or with respect to the construction, acquisition or other development of an addition, extension or improvement to any part of the System or any costs of any such construction, acquisition or development; provided, however, Government Grants shall not include any grants or contributions received by the Issuer for the purpose of, or that may legally be used for, funding Operating Expenses or paying Debt Service on Bonds.

"Gross Revenues" shall mean all income and moneys received by the Issuer from the rates, fees, rentals, charges and other income to be made and collected by the Issuer for the use of the products, services and facilities to be provided by the System, or otherwise received by the Issuer or accruing to the Issuer in the management and operation of the System, calculated in accordance with generally accepted accounting principles applicable to public utility systems similar to the System, including, without limiting the generality of the foregoing, (1) moneys deposited from the Rate Stabilization Fund into the Revenue Fund in accordance with the terms hereof, provided any moneys transferred from the Rate Stabilization Fund into the Revenue Fund within 120 days following the end of a Fiscal Year may be designated by the Issuer as Gross Revenues of such prior Fiscal Year, (2) proceeds from use and occupancy insurance on the System, and (3) Investment Earnings. "Gross Revenues" shall not include (A) Government Grants, (B) proceeds of Bonds or other Issuer debt, (C) moneys deposited to the Rate Stabilization Fund from the Utility Reserve Fund, including any moneys transferred from the Utility Reserve Fund to the Rate Stabilization Fund within 120 days following the end of a Fiscal Year which the Issuer determines not to be Gross Revenues of such prior Fiscal Year, (D) Connection Fees, (E) any gain or loss from the sale of assets of the System, (F) any Federal Subsidy Payments, and (G) any gain resulting from the valuation of investment securities or Hedge Agreements at market value and any other gain that does not require or result in the receipt of cash, and (H) Special Assessments Proceeds, unless subsequently pledged by Supplemental Resolution. Gross Revenues may include Special Assessments Proceeds and/or other revenues related to the System which are not enumerated in the definition of

"Gross Revenues" if so authorized by Supplemental Resolution and if and to the extent the same shall be approved for inclusion by all Insurers and Credit Banks.

"Hedge Agreement" shall mean an agreement in writing between the Issuer and the Counterparty pursuant to which (1) the Issuer agrees to pay to the Counterparty an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on a notional amount specified in such agreement during the period specified in such agreement and (2) the Counterparty agrees to pay to the Issuer an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on all or a portion of a notional amount specified in such agreement during the period specified in such agreement. Hedge Agreement shall also include any financial product or agreement which is used by the Issuer as a hedging device with respect to its obligations to pay interest on the Bonds, or any portion thereof, which is designated by the Issuer as a "Hedge Agreement."

"Hedge Payments" shall mean any amounts payable by the Issuer as interest on the related notional amount under a Qualified Hedge Agreement; excluding, however, any payments due as a penalty or a fee or by virtue of termination of a Qualified Hedge Agreement or any obligation to provide collateral.

"Hedge Receipts" shall mean any amounts receivable by the Issuer on the related notional amount under a Qualified Hedge Agreement.

"Insurer" shall mean, with respect to a particular Series of Bonds, such Person as shall have issued a Bond Insurance Policy insuring such Series of Bonds, and its successors and assigns.

"Interest Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Interest Date" or **"interest payment date"** shall be such date or dates for the payment of interest on the Bonds as provided pursuant to Section 2.01 hereof and by Supplemental Resolution of the Issuer. Notwithstanding the foregoing, the Interest Dates for the Series 2025 Bonds shall be February 1 and August 1 of each year, commencing August 1, 2025.

"Investment Earnings" shall mean all income and earnings derived from the investment of moneys in the funds and accounts established hereunder, other than the Rebate Fund.

"Issuer" shall mean City of Winter Garden, Florida, and also includes any authority or other governmental entity to which may hereafter be transferred some or all of the

powers and responsibilities of the Issuer with respect to the ownership, financing, operation, enlargement, improvement and maintenance of the System.

"Maximum Annual Debt Service" shall mean the largest aggregate amount of the Annual Debt Service becoming due in any Fiscal Year in which Bonds are Outstanding.

"Mayor" shall mean the Mayor of the City of Winter Garden, Florida and such other person as may be duly authorized to act on his or her behalf.

"Maximum Interest Rate" shall mean, with respect to any particular Variable Rate Bonds, a numerical rate of interest, which shall be set forth in, or determined in accordance with, the Supplemental Resolution of the Issuer authorizing the issuance of such Bonds, or in such other documentation relating to such Variable Rate Bonds, that shall be the maximum rate of interest such Bonds may at any particular time bear.

"Moody's" shall mean Moody's Investors Service, and any assigns and successors thereto.

"Net Revenues" shall mean Gross Revenues less Operating Expenses.

"Operating Expenses" shall mean the Issuer's expenses for operation, maintenance and repairs with respect to the System and shall include, without limiting the generality of the foregoing, administration expenses, payments for the purchase of materials essential to or used in the operation of the System including bulk purchases of water or wastewater services, fees for the management of the System or any portion thereof, any insurance and surety bond fees, the fees to the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit (but excluding any expenses or reimbursement obligations for draws made thereunder), accounting, legal and engineering expenses, ordinary and current rentals of equipment or other property, refunds of moneys lawfully due to others, payments to others for disposal of wastewater or other wastes, actual payments to pension, retirement, health and hospitalization funds, and any other expenses required to be paid for or with respect to proper operation or maintenance of the System, including appropriate reserves therefor, all to the extent properly attributable to the System in accordance with generally accepted accounting principles applicable to public utility systems similar to the System, and disbursements for the expenses, liabilities and compensation of any Paying Agent or Registrar under this Resolution, but Operating Expenses do not include any costs or expenses in respect of original construction or improvement other than expenditures necessary to prevent an interruption or continuance of an interruption of service or of Gross Revenues or minor capital expenditures necessary for the proper and economical operation or maintenance of the System, PILOTs, PILOFs, costs of issuance with respect to the issuance of any Bonds to the extent such costs of issuance were paid from proceeds of such Bonds, or any provision for interest, depreciation, amortization or similar charges, or any accruals required to be recognized with respect to pension, retirement, health and hospitalization funds that do not require or result in the expenditure of cash, or any loss

resulting from the valuation of investment securities, Hedge Agreements at market value and any other loss that does not require or result in the expenditure of cash.

"Operation and Maintenance Fund" shall mean the fund created pursuant to Section 4.04(B) hereof.

"Outstanding", when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which other Bond or Bonds have been issued under agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for other Bond or Bonds under Sections 2.05 and 2.07 hereof, (3) Bonds deemed to have been paid pursuant to Section 9.01 hereof and (4) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity.

"Paying Agent" shall mean for each Series of Bonds, the paying agent appointed by the Issuer for such Series of Bonds and its successor or assigns, if any. With respect to the Series 2025 Bonds, the initial Paying Agent shall be U.S. Bank Trust Company, National Association.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, governmental entity or other legal entity.

"PILOFs" shall mean allocations or transfers made in any Fiscal Year from the Water and Sewer Utility Enterprise Fund of the Issuer to the General Fund of the Issuer which represent payments in lieu of franchise fees that have been adopted and implemented by the Board in accordance with applicable law; provided, however, such payments may not exceed 6.00% of that portion of Gross Revenues for such Fiscal Year that were derived from the application of the monthly rates for water, wastewater and reclaimed water utility services (the "PILOF Limit"). Any PILOF amount that exceeds the PILOF Limit shall be considered an Operating Expense hereunder and shall not be considered a PILOF for purposes of this Resolution.

"PILOTs" shall mean allocations or transfers made in any Fiscal Year from the Water and Sewer Utility Enterprise Fund of the Issuer to the General Fund of the Issuer which represent payments in lieu of taxes that have been adopted and implemented by the Board in accordance with applicable law; provided, however, such payments may not exceed 2.5% of that portion of Gross Revenues for such Fiscal Year that were derived from the application of the monthly rates for daily water, wastewater and reclaimed water utility services (the "PILOT Limit"). Any PILOT amount that exceeds the PILOT Limit shall be considered an Operating Expense hereunder and shall not be considered a PILOT for purposes of this Resolution.

"Pledged Funds" shall mean (1) the Net Revenues, (2) the Connection Fees and (3) until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the funds and accounts established hereunder, except (A) as for the Rebate Fund, (B) to the extent moneys therein shall be required to pay the Operating Expenses of the System in accordance with the terms hereof, and (C) any moneys set aside in a particular subaccount of the Reserve Account if such moneys shall be pledged solely for the payment of a different Series of Bonds for which it was established in accordance with the provisions hereof.

"Policy Costs" shall mean, collectively, the repayment of draws, reasonable expenses and interest related to a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit.

"Prerefunded Obligations" shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (A) not callable prior to maturity or (B) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund held by a fiduciary consisting only of cash or Federal Securities, secured substantially in the manner set forth in Section 9.01 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Federal Securities, which have been deposited in such fund along with any cash on deposit in such fund are sufficient, as verified by an independent certified public accountant or other expert in such matters, to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (1) above and are not available to satisfy any other claims, including those against the fiduciary holding the same, and (4) which are rated in the highest rating category (without regard to gradations, such as "+" or "-" or "1," "2" or "3" of such categories) of one of the Rating Agencies.

"Principal Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Project" shall mean any structure, property or facility for public use which the Issuer from time to time may determine to construct, acquire or equip as part of the System, together with all equipment, structures and other facilities necessary or appropriate in connection therewith which are financed, reimbursed or refinanced in whole or in part with the indebtedness secured by this Resolution. This term is to be broadly construed as including any lawful undertaking which will accrue to the benefit of the System, including, without limitation, financing improvements to the Issuer's facilities, joint ventures and

acquisition of partial interests or contractual rights, and including modification, disposal, replacement or cancellation of a Project previously authorized, should such modification, disposal, replacement or cancellation be permitted under this Resolution. The Series 2025 Project shall constitute a Project for purposes of this Resolution.

"Qualified Hedge Agreement" shall mean a Hedge Agreement with a Counterparty that at the time it enters into such Hedge Agreement is rated "A-" or better by Standard & Poor's and "A3" or better by Moody's.

"Rate Consultant" shall mean any accountant, engineer or consultant or firm of accountants, engineers or consultants chosen by the Issuer with reputation for skill and experience in reviewing and recommending rates, fees and charges for utility systems similar to the System.

"Rate Stabilization Fund" shall mean the "Rate Stabilization Fund" established pursuant to Section 4.04(J) hereof.

"Rating Agencies" means Fitch, Moody's, Standard & Poor's and any other nationally recognized rating agency that has an established reputation with respect to rating municipal bonds.

"Rebate Fund" shall mean the Rebate Fund established pursuant to Section 4.04(I) hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Refunding Securities" shall mean Federal Securities and Prerefunded Obligations.

"Registrar" shall mean for each Series of Bonds, the registrar appointed by the Issuer for such Series of Bonds and its successor or assigns, if any. With respect to the Series 2025 Bonds, the initial Registrar shall be U.S. Bank National Association.

"Renewal and Replacement Fund" shall mean the fund created pursuant to Section 4.04(G) hereof.

"Renewal and Replacement Fund Requirement" shall mean, on the date of calculation, an amount of money equal to (1) five percent (5%) of the Gross Revenues received by the Issuer in the immediately preceding Fiscal Year, or (2) such greater or lesser amount as may be certified to the Issuer by the Consulting Engineer as an amount appropriate for the purposes of this Resolution.

"Reserve Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Reserve Account Insurance Policy" shall mean the insurance policy deposited in the Reserve Account in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(B)(4).

"Reserve Account Letter of Credit" shall mean a letter of credit or line of credit or other credit facility (other than a Reserve Account Insurance Policy) deposited in the Reserve Account in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(B)(4) hereof.

"Reserve Account Requirement" shall mean, as of any date of calculation for the Reserve Account or a subaccount therein, an amount equal to the lesser of (1) Maximum Annual Debt Service for all Outstanding Bonds secured thereby, (2) 125% of the average Annual Debt Service for all Outstanding Bonds secured thereby, or (3) the maximum amount of Bond proceeds which may be deposited to the Reserve Account without subjecting the same to yield restriction under the Code, or causing interest on any of the Bonds secured thereby (other than Taxable Bonds) to be included in gross income for purposes of federal income taxation or otherwise violating applicable provisions of the Code; provided, however, the Issuer may establish hereby or by Supplemental Resolution a different Reserve Account Requirement with respect to any particular Series of Bonds pursuant to Section 4.05(B)(4) hereof, which Reserve Account Requirement may be $0.00. In computing the Reserve Account Requirement in respect of a Series of Bonds that constitutes Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be (A) if such Variable Rate Bonds have been Outstanding for at least 12 months prior to the date of calculation, the highest of (i) the actual rate of interest on the date of calculation, (ii) the average interest rate borne by such Variable Rate Bonds for the 12-month period immediately preceding each date of calculation, and (iii) the Bond Buyer Revenue Bond Index most recently published prior to the time of calculation, and (B) if such Variable Rate Bonds have not been Outstanding for at least 12 months prior to the date of calculation, the higher of (i) the actual rate of interest on the date of calculation, and (ii) the Bond Buyer Revenue Bond Index most recently published prior to the time of calculation. The Reserve Account Requirement shall be calculated, and the investments on deposit in the Reserve Account shall be valued, as of September 30 of each year with respect to the next succeeding Fiscal Year.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Revenue Fund" shall mean the fund created pursuant to Section 4.04(A) hereof.

"Serial Bonds" shall mean all of the Bonds other than the Term Bonds.

"Series" shall mean all the Bonds delivered on original issuance in a simultaneous transaction and identified pursuant to Sections 2.01 and 2.02 hereof or a Supplemental Resolution authorizing the issuance by the Issuer of such Bonds as a separate Series, regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions.

"Series 2025 Bonds" shall mean the City of Winter Garden, Florida Water and Wastewater Revenue Bonds, Series 2025 authorized pursuant to Section 2.02 hereof.

"Series 2025 Project" shall mean those capital improvements generally described in Exhibit E attached hereto, as more particularly described in the plans and specifications on file with the Issuer and as the same may be amended and supplemented from time to time.

"Sinking Fund" shall mean the fund established pursuant to Section 4.04(C) hereof.

"Sinking Fund Installment" shall mean an amount designated as such by Supplemental Resolution of the Issuer and established with respect to the Term Bonds.

"Special Assessments" means any and all assessments against property benefited by the System or any part thereof, but special assessments shall be subject to the provisions and lien and pledge of this Resolution only if and to the extent provision for inclusion as part of the Gross Revenues has been made by Supplemental Resolution to be adopted by the Issuer.

"Special Assessments Fund" shall mean the fund created pursuant to Section 4.04(F) hereof.

"Special Assessments Proceeds" means the proceeds of Special Assessments pledged hereunder (principal and interest), whether paid at one time or in installments from time to time.

"Standard and Poor's" or **"S&P"** shall mean S&P Global Ratings, and any assigns and successors thereto.

"State" shall mean the State of Florida.

"Subordinated Indebtedness" shall mean that indebtedness of the Issuer, subordinate and junior to the Bonds, issued in accordance with the provisions of Section 6.01 hereof or deemed subordinate and junior to the Bonds in accordance with the provisions hereof or in accordance with the provisions of such Subordinated Indebtedness.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution enacted and becoming effective in accordance with the terms of Sections 8.01, 8.02 and 8.03 hereof.

"System" shall mean any and all water production, transmission, treatment and distribution facilities, and wastewater collection, transmission, treatment and disposal facilities, including reclaimed water facilities, now owned or hereafter owned by the Issuer, which System shall also include any and all improvements, extensions and additions thereto hereafter constructed or acquired either from the proceeds of Bonds or from any other sources, together with all property, real or personal, tangible or intangible, now or hereafter owned or used in connection therewith, including all contractual rights, rights to capacity and obligations or undertakings associated therewith. "System" shall also include any stormwater utility, reclaimed water facilities or any other utility facilities if and to the extent the Issuer determines by Supplemental Resolution to include such utility or facilities within the System as described herein.

"Taxable Bonds" means any Bond, other than Federal Subsidy Bonds, which states, in the body thereof, that the interest income thereon is includable in the gross income of the Holder thereof for federal income taxation purposes or that such interest is subject to federal income taxation. Except as otherwise provided herein, Taxable Bonds shall not include Federal Subsidy Bonds.

"Term Bonds" shall mean those Bonds which shall be designated as Term Bonds hereby or by Supplemental Resolution of the Issuer.

"Term Bonds Redemption Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Utility Reserve Fund" shall mean the fund created pursuant to Section 4.04(H) hereof.

"Variable Rate Bonds" shall mean Bonds issued with a variable, adjustable, convertible or other similar rate which is not fixed in percentage for the entire term thereof at the date of issue.

"Wastewater Connection Fees" shall mean the fees and charges, if any, which relate to acquiring, constructing, equipping or expanding the capacity of the wastewater facilities of the System for the purpose of paying or reimbursing the equitable share of the capital cost relating to such acquisition, construction, expansion or equipping of capacity of the wastewater facilities of the System or expansion thereof in order to serve new users of the wastewater facilities of the System, to the extent the same are lawfully levied, collected and pledged. "Wastewater Connection Fees" include those fees and charges currently known under Florida law as "impact fees" but shall not include fees and charges imposed for the cost of physically hooking up or connecting to the System.

"Wastewater Connection Fees Fund" shall mean the fund created pursuant to Section 4.04(E) hereof.

"Water Connection Fees" shall mean the fees and charges, if any, which relate to acquiring, constructing, equipping or expanding the capacity of the water facilities of the System for the purpose of paying or reimbursing the equitable share of the capital cost relating to such acquisition, construction, expansion or equipping of capacity of the water facilities of the System or expansion thereof in order to serve new users of the water facilities of the System, to the extent the same are lawfully levied, collected and pledged. "Water Connection Fees" include those fees and charges currently known under Florida law as "impact fees" but shall not include fees and charges imposed for the cost of physically hooking up or connecting to the System.

"Water Connection Fees Fund" shall mean the fund created pursuant to Section 4.04(D) hereof.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act. The Issuer has ascertained and hereby determined that adoption of this Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the Issuer in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the Issuer herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the Issuer.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds, and shall be deemed to be and shall constitute a contract between the Issuer, the Holders from time to time of the Bonds and any Insurer or Credit Bank. The pledge made in the Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds and any Insurer or Credit Bank, but only in accordance with the terms hereof. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal

rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The Issuer has heretofore determined that it is necessary and in the best interests of the health, safety and welfare of the Issuer and its inhabitants that the Issuer own, operate, maintain, improve, manage and expand the System.

(B) It is necessary and desirable and in the best interests of the Issuer to borrow money from time to time to improve and expand the System and to refinance certain indebtedness related to the System.

(C) For the purposes described above the Issuer is authorized hereunder to borrow money by issuing its Bonds from time to time as provided herein.

(D) The Series 2025 Project should be acquired, constructed and equipped in order to improve and/or maintain the health, safety and welfare of the citizens of and visitors to the Issuer and the undertaking of the Project constitutes a valid public purpose.

(E) The Issuer hereby deems it to be in its best interests to finance Costs of the Series 2025 Project and the most efficient and cost-effective method of financing Costs of the Series 2025 Project is by the issuance of the Series 2025 Bonds.

(F) Due to the potential volatility of the market for tax-exempt obligations such as the Series 2025 Bonds and the complexity of the transactions relating to such Series 2025 Bonds, it is in the best interest of the Issuer to sell the Series 2025 Bonds by a negotiated sale, allowing the Issuer to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Issuer to obtain the best possible price and interest rate for the Series 2025 Bonds.

(G) The Issuer anticipates receiving a favorable offer to purchase the Series 2025 Bonds from J.P. Morgan Securities LLC and Raymond James & Associates, Inc. (the "Underwriters"), all within the parameters set forth in Section 10.01 hereof and as provided in the Purchase Contract described in Section 2.02 hereof.

(H) Inasmuch as the Issuer desires to sell the Series 2025 Bonds at the most advantageous time and not wait for a scheduled meeting of the City Commission, so long as the herein described parameters are met, the Issuer hereby determines to delegate the award and sale of the Series 2025 Bonds to the City Manager within such parameters in the manner hereinafter described.

(I) The Series 2025 Bonds and any subsequently issued Additional Bonds shall be secured by the Pledged Funds as provided herein and such Pledged Funds have not been

pledged or encumbered except as provided under certain existing loans from the Florida Department of Environmental Protection which shall be considered Subordinated Indebtedness hereunder.

(J) That the estimated Gross Revenues to be derived in each year hereafter from the operation of the System will be sufficient to pay all the Operating Expenses, the principal of and interest on the Series 2025 Bonds, any Additional Bonds to be issued pursuant to this Resolution and Subordinated Indebtedness, as the same become due, and all other payments provided for in this Resolution.

(K) That the principal of and interest on the Bonds to be issued pursuant to this Resolution, and all other payments provided for in this Resolution will be paid solely from the Pledged Funds in accordance with the terms hereof; and the ad valorem taxing power of the Issuer will never be necessary or authorized to pay the principal of and interest on the Bonds to be issued pursuant to this Resolution, or to make any other payments provided for in this Resolution, and the Bonds shall not constitute a lien upon the System or upon any other property whatsoever of or in the Issuer.

[Remainder of page intentionally left blank]

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01. AUTHORIZATION OF BONDS. This Resolution creates an issue of Bonds of the Issuer to be designated as "City of Winter Garden, Florida Water and Wastewater Revenue Bonds" which may be issued in one or more Series as hereinafter provided. The aggregate principal amount of the Bonds which may be executed and delivered under this Resolution is not limited except as is or may hereafter be provided in this Resolution or as limited by the Act.

The Bonds may, if and when authorized by the Issuer pursuant to this Resolution, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

The Bonds shall be issued for such purpose or purposes; shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined hereby or by Supplemental Resolution of the Issuer.

The Bonds shall be issued in such denominations and such form, whether coupon or registered; shall be dated such date; shall bear such numbers; shall be payable in such manner and at such place or places; shall contain such redemption provisions; shall have such Paying Agents and Registrars; shall mature in such years and amounts and on such dates; shall have such Interest Dates; and the proceeds shall be used in such manner; all as determined or provided for hereby or by Supplemental Resolution of the Issuer. The Issuer may issue Bonds which may be secured by a Credit Facility or by a Bond Insurance Policy all as shall be determined by Supplemental Resolution of the Issuer. The City Commission may delegate approval of the terms, details and sale of a Series of Bonds to an Authorized Issuer Officer pursuant to Supplemental Resolution.

SECTION 2.02. AUTHORIZATION AND DESCRIPTION OF SERIES 2025 BONDS. A Series of Bonds entitled to the benefit, protection and security of this Resolution is hereby authorized in the aggregate principal amount of not exceeding $80,000,000 for the purposes of financing Costs of the Project, paying cost of issuance, funding the Reserve Account, if so determined in accordance with the provisions hereof, capitalizing a portion of the interest on the Series 2025 Bonds and paying for the premiums of any Bond Insurance Policy or Reserve Account Insurance Policy determined to be obtained in accordance with the provisions hereof. Such Series of Bonds shall be designated as and shall be distinguished from the Bonds of all other Series by the title, "City of Winter Garden, Florida Water and Wastewater Revenue Bonds, Series 2025" (or

such other designation as the City Manager may determine). The aggregate principal amount of Series 2025 Bonds to be issued pursuant to this Resolution shall be determined by the City Manager on or prior to the sale of the Series 2025 Bonds provided such aggregate principal amounts does not exceed $80,000,000. The Series 2025 Bonds shall be dated their date of delivery (or such other date as shall be determined by the City Manager), shall be issued in the form of fully registered Bonds in denominations of $5,000 or any integral multiple thereof, shall be numbered consecutively from one upward in order of maturity preceded by the letter "R", shall bear interest from their dated dates, payable semi-annually, on each Interest Date, commencing on August 1, 2025 (or such other date as shall be determined by the City Manager).

Interest payable on the Series 2025 Bonds on any Interest Date shall be paid by check or draft of U.S. Bank Trust Company, National Association, as Registrar, to the holders in whose names such Series 2025 Bonds shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Date. Notwithstanding the foregoing, interest shall be paid by wire transfer or such other payment method required by DTC (as defined in Section 10.03 hereof), or any successor securities depository, to the account of DTC or a successor depository or its nominee when the Series 2025 Bonds are registered to Cede & Co. or any successor nominee. Principal of the Series 2025 Bonds is payable upon presentation and surrender of the Series 2025 Bonds at the designated office of the Registrar, unless otherwise required by DTC or any successor depository. All payments of principal, premium, if applicable, and interest on the Series 2025 Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The Series 2025 Bonds shall bear interest at such rates (calculated on the basis of a 360-day year of twelve 30-day months) and yields, shall mature on August 1 of each of the years and in the principal amounts corresponding to such years, and shall have such redemption provisions as determined by the City Manager, upon the advice of the Financial Advisor, subject to the conditions set forth in Section 10.01 hereof. All of the terms of the Series 2025 Bonds will be included in a Purchase Contract which shall be in substantially the form attached hereto and made a part hereof as Exhibit A (the "Purchase Contract"). The City Manager is hereby authorized to execute the Purchase Contract in substantially the form attached hereto as Exhibit A with such modifications as the City Manager deems appropriate upon satisfaction of the conditions described in Section 10.01 hereof. Execution by the City Manager of the Purchase Contract shall be deemed to be conclusive evidence of approval of such modifications.

The City Manager is authorized and directed to determine, upon the advice of the Financial Advisor, whether any portion of the Series 2025 Bonds shall be insured by a Bond Insurance Policy described in Section 10.09(A) hereof. The City Manager is authorized and directed to determine, upon the advice of the Financial Advisor, the Reserve

Account Requirement for the Series 2025 Bonds which Reserve Account Requirement may be $0.00. If the Reserve Account Requirement is determined by the City Manager to be greater than $0.00, the City Manager is authorized and directed to, upon the advice of the Financial Advisor, determine whether to fund the Reserve Account with cash or a Reserve Account Insurance Policy described in Section 10.09(B) hereof.

SECTION 2.03. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Mayor and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk, and approved by the City Manager. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.04. AUTHENTICATION. No Bond of any Series shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.08 hereof. Notwithstanding the foregoing, in the case of a privately placed Bond issued hereunder whereby the Issuer is acting as the Registrar and Paying Agent thereto or there is no designated Registrar or Paying Agent, a certificate of authentication shall not be required.

SECTION 2.05. TEMPORARY BONDS. Until the definitive Bonds of any Series are prepared, the Issuer may execute, in the same manner as is provided in Section 2.03, and deliver, upon authentication by the Registrar pursuant to Section 2.04 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by Supplemental Resolution and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which

shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Registrar.

SECTION 2.06. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered shall be cancelled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.06 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Bonds issued hereunder.

SECTION 2.07. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same Series and maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep at the office of the Registrar books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to any Series of Bonds, forthwith (A) following the fifteenth day prior to an interest payment date for such Series; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds of such Series; and (C) at any other time as reasonably requested by the Paying Agent of such Series, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and deliver Bonds and the Registrar shall authenticate such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Mayor, City Manager and Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Series of which such Bonds are a part. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be cancelled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds of any Series during the 15 days next preceding an Interest Date on the Bonds of such Series (other than Capital Appreciation Bonds and Variable Rate Bonds), or, in the case of any proposed redemption of Bonds of such Series, then, for the Bonds subject to redemption, during the 15 days next

preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

The Issuer may elect to issue any Bonds as uncertificated registered public obligations (not represented by instruments), commonly known as book-entry obligations, provided it shall establish a system of registration therefor by Supplemental Resolution. Pursuant to Section 2.08 hereof, the Issuer has elected to initially provide for a book-entry only system of registration for the Series 2025 Bonds.

SECTION 2.08. FORM OF BONDS. The text of the Bonds, except for Capital Appreciation Bonds and Variable Rate Bonds, the form of which shall be provided by Supplemental Resolution of the Issuer, shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Mayor or the City Manager prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by such officer's execution of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

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No. R- $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF WINTER GARDEN, FLORIDA
WATER AND WASTEWATER REVENUE BOND,
SERIES

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
____%	__		_____

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that City of Winter Garden, Florida, a municipal corporation duly created and validly existing under the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on _____ and _____ of each year commencing _____ until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this Bond, are payable at the designated corporate trust office of _____, _____, _____, as Paying Agent. Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by _____, _____, _____, as Registrar, at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding each interest payment date and shall be paid by a check or draft of such Paying Agent mailed to such Registered Holder at the address appearing on such

registration books. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of $_____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued to finance _____ _____, in and for the Issuer, under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 166, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law (the "Act"), and pursuant to Resolution No. 25-04 duly adopted by the City Commission of the Issuer on March 13, 2025, as it may be amended and supplemented from time to time (the "Resolution"), and is subject to all the terms and conditions of the Resolution. Capitalized terms not otherwise defined in this Bond shall have the meanings ascribed thereto in the Resolution.

This Bond and the interest hereon are payable solely from and secured by a lien upon and a pledge of (1) the Net Revenues to be derived from the operation of the System, (2) the Connection Fees, and (3) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts established by the Resolution, except (A) as for the Rebate Fund, (B) to the extent moneys therein shall be required to pay the Operating Expenses and (C) any moneys set aside in a particular subaccount of the Reserve Account if such moneys shall be pledged solely for the payment of a different series of Bonds for which it was established in accordance with the provisions of the Resolution, subject in each case to the application thereof for the purposes and on the conditions permitted by the Resolution (collectively, the "Pledged Funds").

It is expressly agreed by the Registered Holder of this Bond that the full faith and credit of the Issuer are not pledged to the payment of the principal of, premium, if any, and interest on this Bond and that such Holder shall never have the right to require or compel the exercise of any taxing power of the Issuer to the payment of such principal, premium, if any, and interest. This Bond and the obligation evidenced hereby shall not constitute a lien upon the System or any other property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds in accordance with the terms of the Resolution.

[The Issuer has established a book-entry system of registration for the Bonds. Except as specifically provided otherwise in the Resolution, an agent will hold this Bond on behalf of the beneficial owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement.]

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the

Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denomination of $5,000 and any integral multiple thereof, not exceeding the aggregate principal amount of the Bonds. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer shall not be obligated to make any exchange or transfer of the Bonds during the 15 days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, then, for the Bonds subject to such redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date..

(INSERT REDEMPTION PROVISIONS)

Redemption of this Bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail sent at least 20 days prior to the redemption date to the Registered Holder hereof at the address shown on the registration books maintained by the Registrar; provided, however, that failure to mail notice to the Registered Holder hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of other Bonds as to which no such failure or defect has occurred. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this Bond in exchange for one or more Bonds in an aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

[As long as the book-entry only system is used for determining beneficial ownership of the Bonds, notice of redemption will only be sent to Cede & Co. Cede & Co. will be responsible for notifying the DTC Participants, who will in turn be responsible for notifying the beneficial owners of the Bonds. Any failure of Cede & Co. to notify any DTC Participant, or of any DTC Participant to notify the beneficial owner of any such notice, will not affect the validity of the redemption of the Bonds.]

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Bond, the nature, manner and extent of enforcement of such pledge and covenants, and the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the

laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the members of the City Commission of the Issuer, any person executing this Bond, nor any other officer or employee of the Issuer shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

[This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Nonth Judicial Circuit of Florida in and for Orange County, Florida, rendered on _____, _____.]

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the City of Winter Garden, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, and approved by the City Manager, all as of the Date of Original Issue.

CITY OF WINTER GARDEN, FLORIDA

(SEAL)

_____
Mayor

ATTESTED:

_____
City Clerk

APPROVED:

_____
City Manager

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

_____

_____
Registrar

By: _____
Authorized Officer

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by the authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

Insert Social Security or Other Identifying Number of Assignee

_____

(Name and Address of Assignee)

_____

the within Bond and does hereby irrevocably constitute and appoint _____, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfers to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

ARTICLE III
REDEMPTION OF BONDS

SECTION 3.01. PRIVILEGE OF REDEMPTION. The terms of this Article III shall apply to redemption of Bonds other than Capital Appreciation Bonds or Variable Rate Bonds. The terms and provisions relating to redemption of Capital Appreciation Bonds and Variable Rate Bonds shall be provided by Supplemental Resolution. The provisions of this Article III may also be modified pursuant to Supplemental Resolution to accommodate any redemption provisions with respect to Federal Subsidy Bonds or any privately placed Bonds.

SECTION 3.02. SELECTION OF BONDS TO BE REDEEMED. The Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Issuer shall, at least 30 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed and, if less than all of the Outstanding Bonds are to be redeemed, the particular maturities and portions thereof to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than 30 days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof. If less than all of a Term Bond is to be redeemed the aggregate principal amount to be redeemed shall be allocated to the Sinking Fund Installments on a pro-rata basis unless the Issuer, in its discretion, designates a different allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.03. NOTICE OF REDEMPTION. Notice of such redemption, which shall specify the Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the Issuer, and (A) shall be filed with the Paying Agents of such Bonds and (B) shall be mailed first class, postage prepaid, not less than 20 days prior to the redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of the date of mailing of such notice. Failure to mail such notice to such depositories or services or the Holders of the Bonds to be redeemed, or any defect therein, shall not affect the proceedings for redemption of Bonds as to which no such failure or defect has occurred. Such notice shall also be mailed to the Insurer or Credit Bank, if any, of such redeemed Bonds. Failure of any Holder to receive any notice mailed as herein

provided shall not affect the proceedings for redemption of such Holder's Bonds. Notice of optional redemption of Bonds shall only be sent if the Issuer reasonably determines it shall have sufficient funds available to pay the Redemption Price of and interest on the Bonds called for redemption on the redemption date.

Each notice of redemption shall state: (1) the CUSIP numbers and any other distinguishing number or letter of all Bonds being redeemed, (2) the original issue date of such Bonds, (3) the maturity date and rate of interest borne by each Bond being redeemed, (4) the redemption date, (5) the Redemption Price, (6) the date on which such notice is mailed, (7) if less than all Outstanding Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed, (8) that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable, (9) that the Bonds to be redeemed, whether as a whole or in part, are to surrendered for payment of the Redemption Price at the designated office of the Registrar at an address specified, (10) the name and telephone number of a person designated by the Registrar to be responsible for such redemption, (11) unless sufficient funds have been set aside by the Issuer for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption, and (12) any other conditions that must be satisfied prior to such redemption.

In addition to the mailing of the notice described above, each notice of redemption and payment of the Redemption Price shall meet the following requirements; provided, however, the failure to provide such further notice of redemption or to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above:

(A) Each further notice of redemption shall be sent to the Electronic Municipal Market Access of the Municipal Securities Rulemaking Board within ten (10) business days of the mailing of the redemption notice to Holders.

(B) Each further notice of redemption shall be sent to such other Person, if any, as shall be required by applicable law or regulation.

The Issuer may provide that a redemption may be contingent upon the occurrence of certain condition(s) and that if such condition(s) do not occur the notice of redemption will be rescinded, provided notice of rescission shall be mailed in the manner described above to all affected Bondholders as soon as practicable.

SECTION 3.04. REDEMPTION OF PORTIONS OF BONDS. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified

in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate (except as otherwise provided in Section 2.03 hereof) and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of any authorized denomination, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 3.05. PAYMENT OF REDEEMED BONDS. Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued.

SECTION 3.06. PURCHASE IN LIEU OF OPTIONAL REDEMPTION. Notwithstanding anything in this Resolution to the contrary, at any time the Bonds are subject to optional redemption pursuant to this Resolution, all or a portion of the Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Paying Agent, as trustee, at the direction of the Issuer, on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such Bonds on the redemption date for the account of and at the direction of the Issuer who shall give the Paying Agent, as trustee, notice at least ten days prior to the scheduled redemption date accompanied by an opinion of Bond Counsel to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such Bonds or any other Outstanding Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Bonds in lieu of optional redemption, no notice to the holders of the Bonds to be so purchased (other than the notice of redemption otherwise required under this Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Bonds if such Bonds had been redeemed rather than purchased. Each Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Issuer. Bonds to be purchased under this Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former holder thereof on the purchase date.

ARTICLE IV
SECURITY, FUNDS AND ACCOUNTS; APPLICATION OF GROSS REVENUES

SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Funds, in the manner and to the extent provided in this Resolution. No Holder of any Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond, or be entitled to payment of such Bond from any moneys of the Issuer except from the Pledged Funds in the manner and to the extent provided herein. The Bonds and the obligations evidenced thereby shall not constitute a lien upon the System or any other property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds.

SECTION 4.02. SECURITY FOR BONDS. The payment of the principal of or Redemption Price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds; provided, however, a Series of Bonds may be further secured by a Credit Facility or Bond Insurance Policy in addition to the security provided herein; and provided further that a Series of Bonds may be secured independently of any other Series of Bonds by the establishment of a separate subaccount in the Reserve Account for such Series of Bonds or by not being secured in any manner by the Reserve Account as provided in a Supplemental Resolution. Issuers of a Reserve Account Insurance Policy or Reserve Account Letter of Credit shall be secured in accordance with the provisions hereof. In addition, the Issuer does hereby irrevocably pledge and grant a lien upon the Pledged Funds to the payment of the Policy Costs in accordance with the provisions hereof; provided, however, such pledge and lien shall be junior and subordinate in all respects to the pledge of and lien upon such Pledged Funds granted hereby to the Bondholders. The Issuer does hereby irrevocably pledge the Pledged Funds to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds in accordance with the provisions hereof. Except as otherwise provided by Supplemental Resolution, the obligation of the Issuer to make Hedge Payments to a Counterparty pursuant to a Qualified Hedge Agreement shall be on parity with the Bonds as to lien on and pledge of the Pledged Funds in accordance with the terms hereof (any other payments related to a Qualified Hedge Agreement, including fees, penalties, termination payments and the obligation to collateralize, shall be Subordinated Indebtedness of the Issuer).

The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 4.03. CONSTRUCTION FUND. The Issuer covenants and agrees to establish, a special fund to be known as the "City of Winter Garden, Florida Water and Wastewater Construction Fund," which shall be used only for payment of the Cost of a Project. Moneys in the Construction Fund, until applied in payment of any item of the Cost of a Project in the manner hereinafter provided, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this Resolution and any Supplemental Resolution, and there may be paid into the Construction Fund, at the option of the Issuer, any moneys received for or in connection with a Project by the Issuer from any other source. The Issuer shall establish within the Construction Fund a separate account for each Project, the Cost of which is to be paid in whole or in part out of the Construction Fund. Accordingly, there is hereby created a "Series 2025 Account" within the Construction Fund with respect to the Series 2025 Project. Each account so created shall only secure the Series of Bonds for which it relates.

The proceeds of insurance maintained pursuant to this Resolution against physical loss of or damage to a Project, or of contractors' performance bonds with respect thereto pertaining to the period of construction thereof, shall be deposited into the appropriate account of the Construction Fund.

Any moneys received by the Issuer from the State or from the United States of America or any agencies thereof for the purpose of financing part of the Cost of a Project shall be deposited into the appropriate account of the Construction Fund and used in the same manner as other Bond proceeds are used therein; provided that separate accounts or subaccounts may be established in the Construction Fund for moneys received pursuant to the provisions of this paragraph whenever required by Federal or State law.

The Issuer covenants that the acquisition, construction and installation of each Project will be completed without delay and in accordance with sound engineering practices. The Issuer shall make disbursements or payments from the applicable account of the Construction Fund to pay Costs of the Project for which it was established, except as otherwise provided below. The Issuer shall keep records of such disbursements and payments and shall retain all such records for such period of time as required by applicable law. The Issuer shall make available the records at all reasonable times for inspection by any Holder of any of the Bonds or the agent or representative of any Holder of any of the Bonds.

Notwithstanding any of the other provisions of this Section 4.03, to the extent that other moneys are not available therefor, amounts in an account of the Construction Fund shall be applied to the payment of principal and interest on Bonds secured thereby.

The date of completion of the acquisition, construction and equipping of a Project shall be documented by an Authorized Issuer Officer in the appropriate records of the Issuer. Promptly after the date of the completion of a Project, and after paying or making provision for the payment of all unpaid items of the Cost of such Project, the Issuer shall deposit in the following order of priority any balance of moneys remaining in an account in the Construction Fund in (A) another account of the Construction Fund for which an Authorized Issuer Officer has determined that there are insufficient moneys present to pay the Cost of the related Project, (B) the Reserve Account, to the extent of a deficiency therein, and (C) such other fund or account established hereunder as shall be determined by the Issuer or for any other lawful purpose, provided the Issuer has received the prior approval of Bond Counsel.

SECTION 4.04. CREATION OF FUNDS AND ACCOUNTS. The following funds and accounts are hereby created hereunder:

(A) The "City of Winter Garden, Florida Water and Wastewater Revenue Fund."

(B) The "City of Winter Garden, Florida Water and Wastewater Operation and Maintenance Fund".

(C) The "City of Winter Garden, Florida Water and Wastewater Sinking Fund." The Issuer shall maintain four separate accounts in the Sinking Fund: the "Interest Account," the "Principal Account," the "Term Bonds Redemption Account" and the "Reserve Account."

(D) The "City of Winter Garden, Florida Water and Wastewater Water Connection Fees Fund."

(E) The "City of Winter Garden, Florida Water and Wastewater Wastewater Connection Fees Fund."

(F) The "City of Winter Garden, Florida Water and Wastewater Special Assessments Fund."

(G) The "City of Winter Garden, Florida Water and Wastewater Renewal and Replacement Fund."

(H) The "City of Winter Garden, Florida Water and Wastewater Utility Reserve Fund."

(I) The "City of Winter Garden, Florida Water and Wastewater Rebate Fund."

(J) The "City of Winter Garden, Florida Water and Wastewater Rate Stabilization Fund."

Moneys in the aforementioned funds and accounts (except for moneys in the Rebate Fund), until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders in the manner and to the extent provided herein.

The Issuer shall at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Bondholders, any one or more of the funds and accounts established hereby. Such depositary or depositaries shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds or accounts as herein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees. Any such depositary shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and be qualified under applicable State law.

Notwithstanding the foregoing, none of the aforementioned funds and accounts is required to be established prior to the time any such fund or account is required to be funded or otherwise utilized hereunder.

SECTION 4.05. DISPOSITION OF GOVERNMENT GRANTS, REVENUES AND SPECIAL ASSESSMENTS. (A) (1) In the event the Issuer receives a Government Grant, the use and withdrawal of moneys from such Government Grant shall be governed by the terms of the Government Grant and applicable law.

(2) Into the Revenue Fund, the Issuer shall deposit promptly, as received, all Gross Revenues (other than any subsequently pledged Special Assessments Proceeds).

Moneys in the Revenue Fund shall first be used each month to deposit in the Operation and Maintenance Fund such sums as are necessary to pay Operating Expenses for the ensuing month; provided the Issuer may transfer moneys from the Revenue Fund to the Operation and Maintenance Fund at any time to pay Operating Expenses to the extent there is a deficiency in the Operation and Maintenance Fund for such purpose. Amounts in the Operation and Maintenance Fund shall be paid out from time to time by the Issuer for Operating Expenses, including any expenses relating to the purchase or redemption of Term Bonds as provided in Section 4.05(B)(4) hereof.

The remaining moneys in the Revenue Fund shall be applied in accordance with Section 4.05(B) hereof.

(3) To the extent Special Assessments Proceeds are made a component of the Gross Revenues, the Issuer shall deposit promptly, as received, all Special Assessment Proceeds into the Special Assessments Fund.

In the event the Issuer by Supplemental Resolution provides for all or a portion of any Special Assessments to secure the payment of all or a portion of a particular Series of Bonds, the Issuer may establish separate accounts or subaccounts for the deposit of such Special Assessments if necessary to provide for the earlier redemption of such Bonds from such Special Assessments.

(B) Any deposits remaining in the Revenue Fund after the aforementioned transfers to the Operation and Maintenance Fund and all moneys at any time on deposit in the Special Assessments Fund (subject to the provisions above regarding earlier redemption of Bonds) shall be disposed of by the Issuer on or before the 25th day of each month, commencing in the month immediately following the delivery of any of the Bonds to the purchasers thereof, or such later date as hereinafter provided, first from the Special Assessments Fund and then from the Revenue Fund in the following manner and in the following order of priority:

(1) Interest Account. The Issuer shall deposit or credit to the Interest Account the sum which, together with the balance in said Account, shall equal the interest on all Bonds Outstanding (except as to Capital Appreciation Bonds) accrued and unpaid and to accrue to the end of the then current calendar month. All Hedge Receipts and Federal Subsidy Payments shall be deposited directly to the Interest Account upon receipt. With respect to interest on Bonds which have corresponding Hedge Payments, interest on such Bonds during the term of the Qualified Hedge Agreement shall also be deemed to include the corresponding Hedge Payments. Moneys in the Interest Account shall be applied by the Issuer (a) for deposit with the Paying Agents to pay the interest on the Bonds on or prior to the date the same shall become due and (b) for Hedge Payments. Any Federal Subsidy Payments deposited to the Interest Account shall be deemed to have been applied to the payment of interest on the Federal Subsidy Bonds to which such Payments relate. The Issuer shall adjust the amount of the deposit to the Interest Account not later than a month immediately preceding any Interest Date so as to provide sufficient moneys in the Interest Account to pay the interest on the Bonds coming due on such Interest Date. No further deposit need be made to the Interest Account when the moneys therein are equal to the interest coming due on the Outstanding Bonds on the next succeeding Interest Date. With respect to debt service on any Bonds which are subject to a Qualified Hedge Agreement, any Hedge Payments due to the Counterparty to the Qualified Hedge Agreement relating to such Bonds shall be paid to such Counterparty on a parity basis with the aforesaid required payments from the Sinking Fund. In computing the interest on Variable Rate Bonds which shall accrue during a calendar month, the interest rate on such Variable Rate Bonds shall be assumed to be (A) if such Variable Rate Bonds have been Outstanding for at least 24 months prior to the commencement of such calendar month, the highest average interest rate borne by such Variable Rate Bonds for any 30-day period, and (B) if such Variable Rate Bonds have not been Outstanding for at least 24 months prior to

the date of calculation, the Bond Buyer Revenue Bond Index most recently published prior to the commencement of such calendar month.

(2) Principal Account. Commencing no later than the month which is one year prior to the first principal payment date, the Issuer shall next deposit into the Principal Account the sum which, together with the balance in said Account, shall equal the principal amounts on all Bonds Outstanding due and unpaid and that portion of the principal next due which would have accrued on such Bonds during the then current calendar month if such principal amounts were deemed to accrue monthly (assuming that a year consists of 12 equivalent calendar months having 30 days each) except for the Sinking Fund Installments to be deposited pursuant to Section 4.05(B)(3) hereof in equal amounts from the next preceding principal payment due date, or, if there be no such preceding principal payment due date from a date no later than one year preceding the due date of such principal amount. Moneys in the Principal Account shall be applied by the Issuer for deposit with the Paying Agents to pay the principal of the Bonds on or prior to the date the same shall mature, and for no other purpose. Serial Capital Appreciation Bonds shall be payable from the Principal Account in the years in which such Bonds mature and monthly payments into the Principal Account on account of such Bonds shall commence in the twelfth month immediately preceding the maturity date of such Bonds. The Issuer shall adjust the amount of the deposit to the Principal Account not later than the month immediately preceding any principal payment date so as to provide sufficient moneys in the Principal Account to pay the principal on Bonds becoming due on such principal payment date. No further deposit need be made to the Principal Account when the moneys therein are equal to the principal coming due on the Outstanding Bonds on the next succeeding principal payment date.

(3) Term Bonds Redemption Account. Commencing in the month which is one year prior to the first Sinking Fund Installment due date, there shall be deposited to the Term Bonds Redemption Account the sum which, together with the balance in such Account, shall equal the Sinking Fund Installments on all Bonds Outstanding due and unpaid and that portion of the Sinking Fund Installments of all Bonds Outstanding next due which would have accrued on such Bonds during the then current calendar month if such Sinking Fund Installments were deemed to accrue monthly (assuming that a year consists of 12 equivalent calendar months having 30 days each) in equal amounts from the next preceding Sinking Fund Installment due date, or, if there is no such preceding Sinking Fund Installment due date, from a date not later than one year preceding the due date of such Sinking Fund Installment. Moneys in the Term Bonds Redemption Account shall be used to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose. Term Capital Appreciation bonds shall be payable from the Term Bonds Redemption Account in the years in which such Bonds mature and monthly payments into the Terms Bonds Redemption Account on account of such Bonds

shall commence in the twelfth month immediately preceding the due date of the related Sinking Fund Installments. The Issuer shall adjust the amount of the deposit to the Term Bonds Redemption Account on the month immediately preceding any Sinking Fund Installment due date so as to provide sufficient moneys in the Term Bonds Redemption Account to pay the Sinking Fund Installments becoming due on such date. Payments to the Term Bonds Redemption Account shall be on parity with payments to the Principal Account.

Amounts accumulated in the Term Bonds Redemption Account with respect to any Sinking Fund Installment (together with amounts accumulated in the Interest Account with respect to interest, if any, on the Term Bonds for which such Sinking Fund Installment was established) may be applied by the Issuer, on or prior to the 30th day preceding the due date of such Sinking Fund Installment, (a) to the purchase of Term Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (b) to the redemption at the applicable Redemption Prices of such Term Bonds, if then redeemable by their terms. Amounts in the Term Bonds Redemption Account which are used to redeem Term Bonds shall be credited against the next succeeding Sinking Fund Installment which shall become due on such Term Bonds. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Term Bonds Redemption Account until such Sinking Fund Installment due date, for the purposes of calculating the amount of such Account. As soon as practicable after the 30th day preceding the due date of any such Sinking Fund Installment, the Issuer shall proceed to call for redemption on such due date, by causing notice to be given as provided in Section 3.03 hereof, Term Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of Term Bonds maturing on a Sinking Fund Installment due date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Issuer shall pay out of the Term Bonds Redemption Account and the Interest Account to the appropriate Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Term Bonds shall be paid by the Issuer from the Operation and Maintenance Fund.

(4) Reserve Account. There shall be deposited to the Reserve Account an amount which would enable the Issuer to restore the funds on deposit in the Reserve Account to an amount equal to the Reserve Account Requirement applicable thereto. All deficiencies in the Reserve Account must be made up no later than 12 months from the date such deficiency first occurred, whether such shortfall was caused by an increase in the applicable Reserve Account Requirement,

a decrease in the aggregate market value of the investments therein of more than 5% or withdrawal (whether from cash or a Reserve Account Insurance Policy or Reserve Account Letter of Credit). On or prior to each principal payment date and Interest Date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Reserve Account shall be applied by the Issuer to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds to the extent moneys in the Interest Account, the Principal Account and the Term Bonds Redemption Account shall be insufficient for such purpose, but only to the extent the moneys transferred from the Utility Reserve Fund for such purposes pursuant to Section 4.05(B)(8) hereof shall be inadequate to fully provide for such insufficiency. Whenever there shall be surplus moneys in the Reserve Account by reason of a decrease in the Reserve Account Requirement or as a result of a deposit in the Reserve Account of a Reserve Account Letter of Credit or a Reserve Account Insurance Policy, such surplus moneys, to the extent practicable, shall be deposited by the Issuer into the Utility Reserve Fund and applied as directed by Bond Counsel. The Issuer shall promptly inform each Insurer and Credit Bank of any draw upon the Reserve Account for purposes of paying the principal of and interest on the Bonds.

Upon the issuance of any Series of Bonds under the terms, limitations and conditions as herein provided, the Issuer shall fund the Reserve Account in an amount at least equal to the applicable Reserve Account Requirement to the extent such Series of Bonds are to be secured by the Reserve Account or any subaccount therein; provided, however, nothing herein shall be construed to require the Issuer to fund the Reserve Account or any subaccount for any Series of Bonds. Upon the adoption of the Supplemental Resolution authorizing the issuance of a Series of Bonds, the Issuer shall determine whether such Series of Bonds shall be secured by the Reserve Account or any subaccount therein and, if the Issuer determines that the Series of Bonds will be secured by a separate subaccount therein, the Issuer shall also establish the Reserve Account Requirement applicable thereto. Such required amount, if any, shall be paid in full or in part from the proceeds of such Series of Bonds or may be accumulated in equal monthly payments to the Reserve Account or subaccount therein over a period of months from the date of issuance of such Series of Bonds, which shall not exceed 36 months.

Notwithstanding the foregoing provisions, in lieu of or in substitution of any required deposits into the Reserve Account or any subaccount therein, the Issuer may cause to be deposited into the Reserve Account or subaccount a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for the benefit of the Bondholders in an amount equal to the difference between the Reserve Account Requirement applicable thereto and the sums then on deposit in the Reserve Account or subaccount, if any. The Issuer may also substitute a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for cash on

deposit in the Reserve Account or a subaccount therein upon compliance with the terms of this Section 4.05(B)(4). Such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall be payable to the Paying Agent (upon the giving of notice as required thereunder) on any Interest Date or principal payment date or redemption date on which a deficiency exists which cannot be cured by moneys in any other fund or account held pursuant to this Resolution and available for such purpose. Upon the initial deposit of any such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit, the provider thereof shall be either (a) an insurer whose municipal bond insurance policies insuring the payment, when due, or the principal of and interest on municipal bond issues results in such issues being rated in one of the three highest rating categories by at least two of the three Rating Agencies (without regard to gradations, such as "plus" or "minus" or "1," "2" or "3"), or (b) a commercial bank, insurance company or other financial institution which has been assigned a rating in one of the two highest rating categories by at least one of the three Rating Agencies (without regard to gradations, such as "plus" or "minus" or "1," "2" or "3"). Any Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall equally secure all Bonds secured by the Reserve Account or subaccount into which such Policy or Letter of Credit is deposited.

Each Reserve Account Insurance Policy and Reserve Account Letter of Credit shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the provider of the Reserve Account Insurance Policy or Reserve Account Letter of Credit to reimbursement will be subordinated to cash replenishment of the Reserve Account or subaccount to an amount equal to the difference between the full original amount available under the Reserve Account Insurance Policy or Reserve Account Letter of Credit and the amount then available for further draws or claims. If (a) the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit becomes insolvent or (b) the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit defaults in its payment obligations thereunder or (c) the rating of the provider of a Reserve Account Insurance Policy falls below a rating of "A-" or "A3" by all of the Rating Agencies then rating such provider or (d) the rating of the provider of a Reserve Account Letter of Credit falls below a rating of "AA-" or "Aa3" by at least two of the three Rating Agencies, the obligation to reimburse the provider of the Reserve Account Insurance Policy or Reserve Account Letter of Credit shall be subordinate to the cash replenishment of the Reserve Account or subaccount. Where applicable, the amount available for draws or claims under a Reserve Account Insurance Policy or Reserve Account Letter of Credit may be reduced by the amount of cash or investments deposited in the Reserve Account or subaccount pursuant to the provisions hereof.

If the revolving reinstatement feature described in the preceding paragraph is suspended or terminated or if the Reserve Account Insurance Policy or Reserve Account Letter of Credit is no longer valid and enforceable, the Issuer shall either (i) deposit into the Reserve Account or subaccount an amount sufficient to cause the cash or investments on deposit in the Reserve Account or applicable subaccount to equal the Reserve Account Requirement on all Outstanding Bonds then secured by such Reserve Account or subaccount, such amount to be paid over the ensuing five years in equal installments deposited at least semi-annually or (ii) replace such instrument with a Reserve Account Insurance Policy or a Reserve Account Letter of Credit meeting the requirements described herein within six months of such occurrence.

If three days prior to an Interest Date or principal payment date, or such other period of time as shall be required by the terms of the Reserve Account Insurance Policy or Reserve Account Letter of Credit, the Issuer shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest and/or principal due on the Bonds on such date, the Issuer shall immediately notify (a) the issuer of the applicable Reserve Account Insurance Policy and/or the issuer of the Reserve Account Letter of Credit and submit a demand for payment pursuant to the provisions of such Reserve Account Insurance Policy and/or the Reserve Account Letter of Credit, (b) the Paying Agent, and (c) the Insurer or Credit Bank, if any, of the amount of such deficiency and the date on which such payment is due.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Account Letter of Credit or Reserve Account Insurance Policy by executing and delivering to such issuer a promissory note or other evidence therefor; provided, however, any such note or evidence (a) shall not be a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (b) shall be payable solely from the Pledged Funds in the manner provided herein. The obligation to reimburse the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit for any Policy Costs shall be subordinate to the payment of Debt Service on the Bonds.

The term "Paying Agent" as used in this Section 4.05(B)(4) may include one or more Paying Agents for the Outstanding Bonds.

Whenever the amount of cash in the Reserve Account, together with the other amounts in the Debt Service Fund, are sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal or applicable Redemption Price and interest thereon), the funds on deposit in the Reserve Account may be transferred to the other Accounts of the Sinking Fund for the payment of the Bonds.

The Issuer may also establish a separate subaccount in the Reserve Account for any Series of Bonds and provide a pledge of such subaccount to the payment of such Series of Bonds apart from the pledge provided herein. To the extent a Series of Bonds is secured separately by a subaccount of the Reserve Account, the Holders of such Bonds shall not be secured by any other moneys in the Reserve Account. Moneys in a separate subaccount of the Reserve Account shall be maintained at the Reserve Account Requirement applicable to such Series of Bonds secured by the subaccount; provided the Supplemental Resolution authorizing such Series of Bonds may establish the Reserve Account Requirement relating to such separate subaccount of the Reserve Account at such level as the Issuer deems appropriate. In the event the Issuer by Supplemental Resolution establishes the Reserve Account Requirement for a particular Series of Bonds to be zero (0.00) or it shall determine that such Series are not to be secured in any manner by the Reserve Account or a subaccount, then it shall not be required to establish a separate subaccount; provided, however, such Series of Bonds shall have no lien on or pledge of any moneys on deposit in the Reserve Account. Moneys used to replenish the Reserve Account shall be deposited in the separate subaccounts in the Reserve Account and in the Reserve Account on a pro-rata basis.

If, in accordance with Section 2.02 hereof, the City Manager determines that the Reserve Account Requirement with respect to the Series 2025 Bonds shall be greater than $0.00, then the City Manager may determine, upon the advice of the Financial Advisor, that there be established a separate subaccount within the Reserve Account that shall only secure the Series 2025 Bonds (the "Series 2025 Subaccount").

In the event the Issuer shall maintain a Reserve Account Insurance Policy or Reserve Account Letter of Credit and moneys in the Reserve Account or any subaccount, the moneys shall be used prior to making any disbursements under such Reserve Account Insurance Policy or Reserve Account Letter of Credit. The provisions of the Debt Service Reserve Fund Policy Agreements, when executed and delivered, shall be incorporated herein by reference. The provisions of such Agreements shall supersede the provisions hereof to the extent of any conflict herewith.

(5) Renewal and Replacement Fund. There shall be deposited to the Renewal and Replacement Fund monthly such sums as shall be sufficient to pay 1/12 of the Renewal and Replacement Fund Requirement until the amount accumulated in such Fund is equal to the Renewal and Replacement Fund Requirement, taking into account the market value of investments in such Fund; provided, however, that (a) such Renewal and Replacement Fund Requirement may be increased or decreased as the Consulting Engineer shall certify to the Issuer is necessary for the purposes of the Renewal and Replacement Fund, and (b) in the

event that the Consulting Engineer shall certify that the Renewal and Replacement Fund Requirement is excessive for the purposes of the Renewal and Replacement Fund such excess amount as may be on deposit therein may be transferred by the Issuer from the Renewal and Replacement Fund for deposit into the Utility Reserve Fund. The moneys in the Renewal and Replacement Fund shall be applied by the Issuer for the purpose of paying the cost of major extensions, improvements or additions to, or the replacement or renewal of capital assets of, the System or water facilities owned by the Issuer, or extraordinary repairs of the System or water facilities owned by the Issuer; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Renewal and Replacement Fund shall be applied for the payment into the Interest Account, the Principal Account, and the Term Bonds Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund for such purpose pursuant to Sections 4.05(B)(8) hereof, together with moneys available in the Reserve Account for such purpose pursuant to Section 4.05(B)(4) hereof, shall be inadequate to fully provide for such insufficiency. Moneys in the Renewal and Replacement Fund may also be transferred to the Operation and Maintenance Fund to fund Operating Expenses to the extent Gross Revenues shall be insufficient for such purpose; provided, however, such transfer shall be treated as an interfund loan and shall be repaid from Gross Revenues as described in this Section 4.05(B)(5) within one year from the date of such transfer.

(6) Subordinated Indebtedness. Gross Revenues in the Revenue Fund shall next be applied by the Issuer for the payment of any accrued debt service on Subordinated Indebtedness incurred by the Issuer in connection with the System and in accordance with the proceedings authorizing such Subordinated Indebtedness.

(7) Sinking Fund. There shall be deposited to the Interest Account, the Principal Account and the Term Bonds Redemption Account, in that order, sufficient moneys such that the amounts on deposit therein shall equal, respectively, the interest, principal and Sinking Fund Installment next coming due on the Bonds Outstanding; provided, however, no deposit need be made to the Principal Account or Term Bonds Redemption Account until a date one year preceding the due date of such principal amount or Sinking Fund Installment.

(8) Utility Reserve Fund. The balance of any Gross Revenues remaining in said Revenue Fund shall be deposited in the Utility Reserve Fund and applied to the payment, on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein shall be insufficient to pay the

principal of and interest on the Bonds coming due. Moneys not required to meet such a deficiency shall be deposited to the Water Connection Fees Fund and Wastewater Connection Fees Fund to make up any withdrawal from such Funds pursuant to Sections 4.06(A) and 4.07(A) hereof, respectively (to the extent required by such Sections), then to the Reserve Account to make up any deficiency therein, and thereafter to the Rebate Fund to the extent moneys are required to be deposited therein. Thereafter, moneys in the Utility Reserve Fund may be applied for any lawful purpose relating to the System, including, but not limited to, purchase or redemption of Bonds, payment of Subordinated Indebtedness, payment of other obligations incurred with respect to the System, deposit to the Rate Stabilization Fund, PILOTs, PILOFs, and improvements, renewals and replacements to the System; provided, however, that none of such revenues shall ever be used for the purposes provided in this Section 4.05(B)(8) unless all payments required in Sections 4.05(B)(1) through 4.05(B)(6) hereof, including any deficiencies for prior payments, have been made in full to the date of such use. If in any given Fiscal year, the amount of any PILOTs or PILOFs are limited pursuant to the definitions thereof, any excess not so paid from the Utility Reserve Fund in such Fiscal Year shall not be carried over to a subsequent Fiscal Year but may be paid and characterized as Operating Expenses herein.

(C) Whenever moneys on deposit in the Sinking Fund are sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal or applicable Redemption Price and interest thereon), no further deposits to the Sinking Fund need be made. If on any payment date the Gross Revenues are insufficient to deposit the required amount in any of the funds or accounts or for any of the purposes provided above, the deficiency shall be made up on the subsequent payment dates.

The Issuer, in its discretion, may use moneys in the Principal Account, the Interest Account and the Term Bonds Redemption Account (only as to Term Bonds) to purchase or redeem Bonds coming due on the next principal payment date, provided such purchase or redemption does not adversely affect the Issuer's ability to pay the principal or interest coming due on such principal payment date on the Bonds not so purchased or redeemed.

(D) In the event the Issuer shall issue a Series of Bonds secured by a Credit Facility, the Issuer may establish separate subaccounts in the Interest Account, the Principal Account and the Term Bonds Redemption Account to provide for payment of the principal of and interest on such Series; provided payment from the Pledged Funds of one Series of Bonds shall not have preference over payment of any other Series of Bonds. The Issuer may also deposit moneys in such subaccounts at such other times and in such other amounts from those provided in Section 4.05(B) as shall be necessary to pay the principal of and interest on such Bonds as the same shall become due, all as provided by the Supplemental Resolution authorizing such Bonds.

In the case of Bonds secured by a Credit Facility, amounts on deposit in the Sinking Fund may be applied as provided in the applicable Supplemental Resolution to reimburse the Credit Bank for amounts drawn under such Credit Facility to pay the principal of, premium, if any, and interest on such Bonds or to pay the purchase price of any such Bonds which are tendered by the holders thereof for payment; provided such Credit Facility shall have no priority over Bondholders or an Insurer to amounts on deposit in the Sinking Fund. Other payments due to a Credit Bank in relation to obligations arising under its Credit Facility may be on parity with the Bonds as to source of and security for payment to the extent provided in the Supplemental Resolution relating thereto.

SECTION 4.06. WATER CONNECTION FEES FUND. The Issuer shall deposit into the Water Connection Fees Fund all Water Connection Fees as received, together with moneys transferred to such Fund pursuant to Section 4.05(B)(8) and such Water Connection Fees shall be accumulated in the Water Connection Fees Fund and applied by the Issuer in the following manner and order of priority:

(A) For the payments on or prior to each principal and interest payment date (in no event earlier than the 25th day of the month next preceding such payment date) into the Interest Account, the Principal Account and the Term Bonds Redemption Account, when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund, the Renewal and Replacement Fund and the Rate Stabilization Fund for such purpose pursuant to Sections 4.05(B)(8), 4.05(B)(5) and 4.09, respectively, hereof, together with moneys available in the Reserve Account for such purpose pursuant to Section 4.05(B)(4) hereof, shall be inadequate to fully provide for such insufficiency; provided moneys shall be transferred to the aforementioned Accounts from the Water Connection Fees Fund and the Wastewater Connection Fees Fund on a pro-rata basis or such other basis as the Issuer deems appropriate in relation to the amount of moneys in each Fund at the time of transfer. Any moneys transferred to the aforementioned Accounts described above shall be treated as an interfund loan and shall be repaid, together with reasonable interest thereon, from Gross Revenues as described in Section 4.05(B)(8) hereof on or prior to the date such amounts are needed for the purposes described in Sections 4.06(B) and (C) hereof, but in no event later than one year from the date of such transfer, unless the Issuer shall determine that such transfer constitutes a lawful use of such Water Connection Fees.

(B) To the extent permitted by law, to pay or reimburse the capital cost of acquiring and/or constructing such improvements or additions to the water facilities of the System for which the Water Connection Fees were imposed in accordance with the requisitions for disbursement of moneys provided by the Issuer.

(C) To be used for any other lawful purpose relating to the System.

SECTION 4.07. WASTEWATER CONNECTION FEES FUND. The Issuer shall deposit into the Wastewater Connection Fees Fund all Wastewater Connection

Fees as received, together with moneys transferred to such Fund pursuant to Section 4.05(B)(8) hereof and such Wastewater Connection Fees shall be accumulated in the Wastewater Connection Fees Fund and applied by the Issuer in the following manner and order of priority:

(A) For the payments on or prior to each principal and interest payment date (in no event earlier than the 25th day of the month next preceding such payment Date) into the Interest Account, the Principal Account and the Term Bonds Redemption Account, when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund, the Renewal and Replacement Fund and the Rate Stabilization Fund for such purpose pursuant to Sections 4.05(B)(8), 4.05(B)(5) and 4.09, respectively, hereof, together with moneys available in the Reserve Account for such purpose pursuant to Section 4.05(B)(4) hereof, shall be inadequate to fully provide for such insufficiency; provided moneys shall be transferred to the aforementioned Accounts from the Wastewater Connection Fees Fund and the Water Connection Fees Fund on a pro-rata basis or such other basis as the Issuer deems appropriate in relation to the amount of moneys in each Fund at the time of transfer. Any moneys transferred to the aforementioned Accounts described above shall be treated as an interfund loan and shall be repaid, together with reasonable interest thereon, from Gross Revenues as described in Section 4.05(B)(8) hereof on or prior to the date such amounts are needed for the purposes described in Sections 4.07(B) and (C) hereof, but in no event later than one year from the date of such transfer, unless the Issuer shall determine that such transfer constitutes a lawful use of such Wastewater Connection Fees.

(B) To the extent permitted by law, to pay or reimburse the capital cost of acquiring and/or constructing such improvements or additions to the wastewater facilities of the System for which the Wastewater Connection Fees were imposed in accordance with the requisitions for disbursement of moneys provided by the Issuer.

(C) To be used for any other lawful purpose relating to the System.

SECTION 4.08. REBATE FUND. Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Revenue Fund) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. For any Series of Bonds for which the rebate requirements of Section 148(f) of the Code are applicable, the Issuer agrees to undertake all actions required of it in its arbitrage certificate relating to such Series of Bonds, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(B) depositing the amount determined in clause (A) above into the Rebate Fund;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to this Section 4.08 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Bonds.

The provisions of the above-described arbitrage certificates may be amended without the consent of any Holder, Credit Bank or Insurer from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

SECTION 4.09. RATE STABILIZATION FUND. The Issuer may transfer into the Rate Stabilization Fund such moneys which are on deposit in the Utility Reserve Fund as it deems appropriate. The Issuer may transfer such amount of moneys from the Rate Stabilization Fund to the Revenue Fund as it deems appropriate; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Rate Stabilization Fund shall be applied for the payment into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund and Renewal and Replacement Fund for such purposes pursuant to Sections 4.05(B)(8) and 4.05(B)(5) hereof, together with moneys available in the Reserve Account for such purpose pursuant to Section 4.05(B)(4) hereof, shall be inadequate to fully provide for such insufficiency.

SECTION 4.10. INVESTMENTS. Moneys on deposit in the Revenue Fund, the Construction Fund, the Sinking Fund, the Water Connection Fees Fund, the Wastewater Connection Fees Fund, the Operation and Maintenance Fund, the Special Assessments Fund, the Utility Reserve Fund, the Rate Stabilization Fund and the Renewal and Replacement Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in the Construction Fund, the Revenue Fund, the Operation and Maintenance Fund, the Special Assessments Fund, the Principal Account, the Interest Account, the Term Bonds Redemption Account, the Renewal and Replacement Fund, the Water Connection Fees Fund, the Wastewater Connection Fees Fund, the Rate Stabilization Fund and the Utility Reserve Fund shall be invested and reinvested by the Issuer in Authorized Investments, maturing not later than the dates on which such moneys will be needed for the purposes of such fund or account. Moneys on deposit in the Reserve Account shall be invested in Authorized Investments, maturing no later than ten years from the date of investment. All investments shall be valued at the market price thereof. Investments in the Reserve Account shall be valued by the Issuer on an annual basis as of September 30 of each year.

Any and all income received from the investment of moneys in each separate account of the Revenue Fund, the Construction Fund, the Interest Account, the Principal Account, the Term Bonds Redemption Account, the Utility Reserve Fund, the Renewal and Replacement Fund (to the extent such income and other amounts in such Fund do not exceed the Renewal and Replacement Fund Requirement), the Water Connection Fees Fund, the Wastewater Connection Fees Fund, the Utility Reserve Fund, the Rate Stabilization Fund and the Reserve Account (to the extent such income and the other amounts in the Reserve Account does not exceed the Reserve Account Requirement), shall be retained in such respective Fund or Account.

Any and all income received from the investment of moneys in the Renewal and Replacement Fund (only to the extent such income and the other amounts in such Fund exceed the Renewal and Replacement Fund Requirement) and the Reserve Account (only to the extent such income and the other amounts in the Reserve Account exceeds the Reserve Account Requirement), shall be deposited upon receipt thereof in the Revenue Fund. Any and all income received from the investment of moneys in the Special Assessments Fund shall be deposited upon receipt thereof into the Interest Account.

Nothing in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

SECTION 4.11. SEPARATE ACCOUNTS. The moneys required to be accounted for in each of the foregoing funds, accounts and subaccounts established herein may be deposited in a single bank account, and funds allocated to the various funds, accounts and subaccounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds, accounts and subaccounts as herein provided.

The designation and establishment of the various funds, accounts and subaccounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

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ARTICLE V
COVENANTS

SECTION 5.01. GENERAL. The Issuer hereby makes the following covenants, in addition to all other covenants in this Resolution, with each and every Holder of any of the Bonds so long as any of said Bonds remain Outstanding.

SECTION 5.02. OPERATION AND MAINTENANCE. The Issuer will maintain or cause to be maintained the System and all portions thereof in good condition and will operate or cause to be operated the same in an efficient and economical manner, making or causing to be made such expenditures for equipment and for renewals, repairs and replacements as may be proper for the economical operation and maintenance thereof. The Issuer may contract with a responsible Person which has experience in the operation of utility systems similar to the System for the operation and maintenance of the System.

SECTION 5.03. ANNUAL BUDGET. The Issuer shall annually prepare and adopt, prior to the beginning of each Fiscal Year, an Annual Budget in accordance with applicable law. No expenditure for Operating Expenses shall be made in any Fiscal Year in excess of the aggregate amount provided for Operating Expenses in the Annual Budget, as it may be amended from time to time, until the City Commission shall have approved such finding and recommendation by resolution or ordinance.

If for any reason the Issuer shall not have adopted the Annual Budget before the first day of any Fiscal Year, the preliminary budget for such year, if it be approved by the Consulting Engineer or Rate Consultant, or otherwise the Annual Budget for the preceding Fiscal Year, shall be deemed to be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year is adopted.

The Issuer shall mail copies of or make available such Annual Budgets and amended Annual Budgets and all resolutions authorizing increased expenditures for Operating Expenses to any Credit Bank or Insurer of Bonds who shall file its address with the Clerk and request in writing that copies of all such Annual Budgets and resolutions be furnished to it and shall make available all such Annual Budgets and resolutions and ordinances authorizing increased expenditures for Operating Expenses of the System at all reasonable times to any Holder or Holders of Bonds or to anyone acting for and on behalf of such Holder or Holders. The Issuer may satisfy the foregoing requirement to make available the Annual Budget by timely placing the Annual Budget on its official website.

SECTION 5.04 RATES. The Issuer shall fix, establish, maintain and collect such rates, fees and charges for the product, services and facilities of the System, and revise the same from time to time, whenever necessary, so as always to provide in each Fiscal Year, Net Revenues adequate at all times to pay in each Fiscal Year (1) at least 120% of the Annual Debt Service becoming due in such Fiscal Year, (2) any amounts required by the terms hereof to be deposited in the Reserve Account or with any issuer of a Reserve

Account Letter of Credit or Reserve Account Insurance Policy in such Fiscal Year to pay Policy Costs, and (3) any amounts required by the terms of Sections 4.06(A) and 4.07(A) hereof to be repaid to the Water Connection Fees Fund and Wastewater Connection Fees Fund in such Fiscal Year.

Such rates, fees or other charges shall not be so reduced so as to be insufficient to provide adequate Net Revenues for the purposes provided therefor by this Resolution.

If, in any Fiscal Year, the Issuer shall fail to comply with the requirements contained in this Section 5.04, it shall promptly cause the Rate Consultant to review its rates, fees, charges, income, Gross Revenues, Operating Expenses and methods of operation and to make written recommendations as to the methods by which the Issuer may seek to comply with the requirements set forth in this Section 5.04. The Issuer shall forthwith commence to implement such recommendations to the extent required so as to cause it to thereafter comply with said requirements. So long as the Issuer implements such recommendations in a timely manner so that the Issuer shall be in compliance with this Section 5.04 as of the end of the immediately succeeding Fiscal Year, the Issuer's failure to comply with this Section 5.04 shall not be considered an Event of Default under Section 7.01 hereof.

SECTION 5.05. BOOKS AND RECORDS. The Issuer shall keep books, records and accounts of the revenues and operations of the System, which shall be kept separate and apart from all other books, records and accounts of the Issuer, and the Holders of any Bonds Outstanding or the duly authorized representatives thereof shall have the right at all reasonable times to inspect all books, records and accounts of the Issuer relating thereto.

SECTION 5.06. ANNUAL AUDIT. The Issuer shall, immediately after the close of each Fiscal Year, cause the books, records and accounts relating to the System to be properly audited by a recognized independent firm of certified public accountants, and shall require such accountants to complete their report of such Annual Audit in accordance with applicable law. Each Annual Audit shall be in conformity with generally accepted accounting principles as applied to governmental entities. A copy of each Annual Audit shall regularly be furnished or made available to any Credit Bank or Insurer who shall have furnished his address to the Clerk and requested in writing that the same be furnished to him. The Issuer may satisfy the foregoing requirement to furnish or make available the Annual Audit by timely placing the Annual Budget on its official website. The Annual Audit of the System need not be a stand-alone audit but may be included within the Issuer's general annual audit.

SECTION 5.07. NO MORTGAGE OR SALE OF THE SYSTEM. The Issuer irrevocably covenants, binds and obligates itself not to sell, lease, encumber or in any manner dispose of the System as a whole or any substantial part thereof (except as provided below) until all of the Bonds and all interest thereon shall have been paid in full or provision for payment has been made in accordance with Section 9.01 hereof.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System in the following manner, if any one of the following conditions exist: (A) such property is not necessary for the operation of the System, (B) such property is not useful in the operation of the System, (C) such property is not profitable in the operation of the System, or (D) in the case of a lease of such property, such lease will not be detrimental to the System and will not materially adversely affect the security for the Bondholders.

Prior to any such sale, lease or other disposition of said property: (1) if the amount to be received therefor is not in excess of five percent (5%) of the market value of the gross plant of the System, an Authorized Issuer Officer shall make a finding in writing determining that one or more of the conditions for sale, lease or disposition of property provided for in the second paragraph of this Section 5.07 have been met; or (2) if the amount to be received from such sale, lease or other disposition of said property shall be in excess of five percent (5%) of the market value of the gross plant of the System, (a) an Authorized Issuer Officer or the Consulting Engineer shall first make a finding in writing determining that one or more of the conditions for sale, lease or other disposition of property provided for in the second paragraph of this Section 5.07 have been met, (b) the City Commission shall, by resolution, duly adopt, approve and concur in the finding of the Authorized Issuer Officer or the Consulting Engineer, and (c) the Issuer shall obtain an opinion of Bond Counsel to the effect that such sale, lease or other disposition is not in violation of the Act and will not adversely affect the federal tax exempt status of interest on the Bonds (other than Taxable Bonds) or shall not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds.

Except as otherwise required under applicable provisions of the Code, the proceeds from any such sale or other disposition shall be deposited, first, into the Renewal and Replacement Fund to the extent necessary to make the amount therein equal to the Renewal and Replacement Fund Requirement, and, second, into the Utility Reserve Fund. Proceeds from any lease of assets of the System shall constitute Gross Revenues and shall be deposited in the Revenue Fund.

The transfer of the System as a whole from the control of the City Commission to some other board or authority which may hereafter be created for the purpose of owning, operating or controlling the System and which constitutes a governmental entity, interest on obligations issued by which are excluded from gross income for purposes of Federal income taxation (other than obligations similar to Taxable Bonds or Federal Subsidy Bonds), shall not be deemed prohibited by this Section 5.07 and such successor board or authority shall formerly agree to assume the obligations hereunder of the Issuer and such board or authority shall constitute the "Issuer" for purposes of this Resolution.

Notwithstanding the foregoing provisions of this Section 5.07, the Issuer shall have the authority to sell for fair and reasonable consideration any land comprising a part of the

System which is no longer necessary or useful in the operation of the System and the proceeds derived from the sale of such land shall be disposed of in accordance with the provisions of the fourth paragraph of this Section 5.07.

The Issuer may make contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the System if such contract, license, easement or right does not, in the opinion of the Consulting Engineer or the Rate Consultant, as evidenced by a certificate to that effect filed with the Issuer, impede or restrict the operation by the Issuer of the System, but any payments to the Issuer under or in connection with any such contract, license, easement or right in respect of the System or any part thereof shall constitute Gross Revenues and shall be deposited in the Revenue Fund.

SECTION 5.08. INSURANCE. The Issuer will carry such insurance as is ordinarily carried by public entities owning and operating utilities similar to the System with a reputable insurance carrier or carriers, in such amounts as the Issuer shall determine to be sufficient and such other insurance against loss or damage by fire, explosion, hurricane, tornado or other hazards and risks, and said property loss or damage insurance shall at all times be in an amount or amounts equal to the fair value of the buildings, properties, furniture, fixtures and equipment of the System, or such other amount or amounts as the Consulting Engineer or an insurance consultant who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for Persons engaged in operations similar to the System, shall recommend or approve as sufficient.

The Issuer may establish certain levels of insurance for which the Issuer may self-insure. Such levels of insurance shall be in amounts as recommended by an insurance consultant who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for Persons engaged in operations similar to the System.

The proceeds from property loss and casualty insurance shall be deposited in the Renewal and Replacement Fund or other appropriate fund or account, and, together with other available funds of the Issuer, shall be used to repair or replace the damaged portion of the System; provided, however, if the Issuer makes a determination in accordance with Section 5.07 hereof that such portion of the System is no longer necessary or useful in the operation of the System, such proceeds shall (1) if such proceeds equal or exceed $500,000, (a) be applied to the redemption or purchase of Bonds or (b) be deposited in irrevocable trust for the payment of Bonds in the manner set forth in Section 9.01, provided the Issuer has received an opinion of Bond Counsel to the effect that such deposit shall not adversely affect the exclusion, if any, from gross income of interest on the Outstanding Bonds for purposes of federal income taxation (other than Taxable Bonds) and will not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Issuer's

receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds, or (2) if such proceeds are less than $500,000, be deposited in the Revenue Fund.

SECTION 5.09. NO FREE SERVICE. The Issuer will not render or cause to be rendered any free services of any nature by its System, nor will any preferential rates be established for users of the same class; provided, however, the foregoing clause shall not be construed to prevent the Issuer from establishing various classes of users based on any factors deemed necessary or desirable by the Issuer, from writing off bad debt on customer accounts, or from creating or funding payment assistance programs for low income customers.. Different rates may be established for different classes. Whenever the Issuer, including its departments, agencies and instrumentalities, shall avail itself of the product, facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged to the Issuer and any such department, agency or instrumentality. Such charges shall be paid as they accrue, and the Issuer shall transfer from its general funds to the Revenue Fund sufficient sums to pay such charges. The revenues so received shall be deemed to be Gross Revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other Gross Revenues derived from such operation of the System. Notwithstanding the foregoing, the establishment by the City Commission of repayment plans or deferrals of payments for certain users of services of the System shall not be considered a violation of this Section 5.09.

SECTION 5.10. NO IMPAIRMENT OF RIGHTS. The Issuer will not enter into any contract or contracts, nor take any action, the results of which might impair the rights of the Holders of the Bonds in any material respect and will not permit the operation of any competing water or wastewater service facilities in the City of Winter Garden; provided, however, the Issuer reserves the right to permit the ownership and operation of water or wastewater service facilities or both by itself or by others in any territory which is not in any service area now or hereafter served by the System.

SECTION 5.11. COMPULSORY CONNECTIONS. In order better to secure the prompt payment of principal and interest on the Bonds, as well as for the purpose of protecting the health and welfare of the inhabitants of the Issuer, and acting under authority of the general laws of Florida, the Issuer, to the extent permitted by law, will require, where service by the System is available, the owner of every lot or parcel of land within the jurisdiction of the Issuer to connect to the water and/or wastewater facilities of the System. The Issuer may establish reasonable rules and regulations regarding such connections and may provide for reasonable exemptions from such connection policy.

SECTION 5.12. ENFORCEMENT OF CHARGES. The Issuer shall compel the prompt payment of rates, fees and charges imposed in connection with the System, and to that end will vigorously enforce all of the provisions of any ordinance or resolution of the Issuer relating to wastewater and water connections and charges, and all

of the rights and remedies permitted the Issuer under law, including the requirement for the making of a reasonable deposit by each user, the requirement for lawful disconnection of services for all premises delinquent in the payment of any duly invoiced bill, and the securing of injunction against the disposition of wastewater or industrial waste into the wastewater facilities of the System by any premises delinquent in the payment of such charges. Notwithstanding the foregoing, the City Commission may suspend or modify its enforcement policies or procedures during any state of emergency declared by a federal, State or local government entity without being in violation of this Section 5.12.

SECTION 5.13. UNIT BILLS. In every instance in which a building or structure on a lot is connected to the wastewater facilities of the System, which building or structure is also connected to the water facilities of the System and receives water therefrom, the Issuer shall submit to the owner or occupant of such lot a single bill for both water and wastewater service and, except under extraordinary circumstances, shall refuse to accept payment for either the water charge alone or wastewater charge alone without payment of the other.

SECTION 5.14. COVENANTS WITH CREDIT BANKS AND INSURERS. The Issuer may make such covenants as it may in its sole discretion determine to be appropriate with any Insurer, Credit Bank or other financial institution that shall agree to insure or to provide for Bonds of any one or more Series credit or liquidity support that shall enhance the security or the value of such Bonds. Such covenants may be set forth in the applicable Supplemental Resolution or in an agreement approved by Supplemental Resolution and shall be binding on the Issuer, the Registrar, the Paying Agent and all the Holders of Bonds the same as if such covenants were set forth in full in this Resolution and shall not diminish the security for any of the Bonds Outstanding.

SECTION 5.15. COLLECTION OF SPECIAL ASSESSMENTS. To the extent Gross Revenues include any Special Assessments Proceeds, the Issuer shall proceed diligently to perform legally and effectively all steps required in the imposition and collection of the Special Assessments. The Issuer shall diligently proceed to collect such Special Assessments and shall exercise all legally available remedies now or hereafter available under State law to enforce such collections.

SECTION 5.16. RE-ASSESSMENTS. To the extent Gross Revenues include any Special Assessments Proceeds, if any Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the City Commission shall be satisfied that any such Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the City Commission shall have omitted to make such Special Assessment when it might have done so, the City Commission shall take all necessary steps to cause a new Special Assessment to be made for the whole or any part of said improvement or against any property benefitted by said improvement, and in case such second Special Assessment shall be annulled, said City Commission shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

SECTION 5.17. COLLECTION OF CONNECTION FEES. The Issuer shall proceed diligently to perform legally and effectively all steps required in the collection of the Connection Fees, if and only to the extent such Connection Fees are levied by the Issuer. Upon the due date of any such Connection Fees, the Issuer shall diligently proceed to collect the same and shall exercise, in the Issuer's reasonable judgment, legally available remedies to enforce such collections now or hereafter available under State law. Notwithstanding any provision of this Section 5.17 or any other provision of this Resolution to the contrary, the Issuer may waive the levy and collection of a Connection Fee for economic development purposes and for such other municipal purpose reasons in the Issuer's reasonable discretion. When required by law, nothing herein shall prevent the Issuer from granting credits for Connection Fees and accepting such credits in lieu of collecting Connection Fees.

SECTION 5.18. CONSULTING ENGINEER. The Issuer shall engage Consulting Engineer from time to time, whose duties shall be to make any certificates and perform any other acts required or permitted of the Consulting Engineer under this Resolution, and also to review the construction and operation of the System, to make an inspection of the System as requested by the Issuer from time to time, and to submit to the Issuer a report with recommendations as to the proper maintenance, repair and operation of the System, including recommendations for expansion and additions to the System to meet anticipated service demands, and an estimate of the amount of money necessary for such purposes. The Consulting Engineer shall, from time to time, recommend the amount of the Renewal and Replacement Fund Requirement. Copies of such reports, recommendations and estimates made as hereinabove provided shall be filed with the Issuer for inspection by Bondholders, if such inspection is requested.

SECTION 5.19. FEDERAL INCOME TAXATION COVENANTS; TAXABLE BONDS. The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) that it shall not use the proceeds of such Series of Bonds in any manner which would cause the interest on such Series of Bonds to be or become included in gross income for purposes of federal income taxation.

The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds) that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Series of Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series of Bonds to be "arbitrage bonds" within the meaning of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on any Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) to become subject to inclusion within gross income for purposes of federal income taxation.

The Issuer hereby covenants with the Holders of each Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) that it will comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on such Series of

Bonds for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

The Issuer may, if it so elects, issue one or more Series of Taxable Bonds the interest on which is (or may be) includable in the gross income of the Holder thereof for federal income taxation purposes, so long as each Bond of such Series states in the body thereof that interest payable thereon is (or may be) subject to federal income taxation and provided that the issuance thereof will not cause interest on any other Bonds theretofore issued hereunder to be or become subject to federal income taxation. The covenants set forth in this Section 5.19 shall not apply to any Taxable Bonds.

SECTION 5.20. NO COMPETING SYSTEMS. To the extent permitted by law, the Issuer will not hereafter grant, or cause, consent to, or allow the granting of, any franchise or permit to any Person for the furnishing of water or wastewater services within the jurisdiction of the Issuer if such franchise or permit will have a material adverse affect on the Issuer's ability to meet its obligations hereunder.

SECTION 5.21. COVENANTS RELATING TO FEDERAL SUBSIDY BONDS. The Issuer covenants with respect to any Bonds issued as Federal Subsidy Bonds that it will:

(A) File, on a timely basis, Internal Revenue Service Form 8038-CP or such other form or forms required by the United States Department of Treasury to receive Federal Subsidy Payments in connection with any Bonds issued as Federal Subsidy Bonds.

(B) Deposit promptly the Federal Subsidy Payments received from the United States Department of Treasury, if any, to the Interest Account of the Sinking Fund to pay interest on the Federal Subsidy Bonds.

(C) Comply with all provisions of the Code, all Treasury Regulations promulgated thereunder, and any applicable notice, ruling or other formal interpretation issued by the United States Department of Treasury or the Internal Revenue Service, in order for the Bonds issued as Federal Subsidy Bonds to be and to remain Federal Subsidy Bonds.

(D) Not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the Issuer's receipt of Federal Subsidy Payments or the status of the Bonds issued as Federal Subsidy Bonds, or any portion thereof, as Federal Subsidy Bonds. The Issuer covenants that it will not directly or indirectly use or permit the use of any proceeds of Bonds issued as Federal Subsidy Bonds or any other of its funds or take or omit to take any action that would cause the Bonds issued as Federal Subsidy Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) or to fail to meet any other applicable requirements of the Code.

ARTICLE VI
SUBORDINATED INDEBTEDNESS AND ADDITIONAL BONDS

SECTION 6.01. SUBORDINATED INDEBTEDNESS. The Issuer will not issue any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Funds or the Gross Revenues or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Bonds and the interest thereon. The Issuer may at any time or from time to time issue evidences of indebtedness payable in whole or in part out of Pledged Funds and which may be secured by a pledge of Pledged Funds; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Funds created by this Resolution and provided further that the issuance of such Subordinated Indebtedness shall be subject to any provisions contained in financing documents securing outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the Issuer to issue Subordinated Indebtedness. The Issuer shall have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be issued under the provisions of Section 6.02 hereof. The Issuer agrees to pay promptly any Subordinated Indebtedness as the same shall become due.

SECTION 6.02. ISSUANCE OF ADDITIONAL BONDS. No Additional Bonds, payable on parity with the Bonds then Outstanding pursuant to this Resolution, shall be issued except upon the conditions and in the manner herein provided. The Issuer may issue one or more Series of Additional Bonds for any one or more of the following purposes: (i) financing or refinancing the Cost of a Project, or the completion thereof, or (ii) refunding any or all Outstanding Bonds, any Subordinated Indebtedness of the Issuer, or any other indebtedness of the Issuer that it may lawfully refund with proceeds of Bonds.

No such Additional Bonds shall be issued unless the following conditions are complied with:

(A) Except in the case of Additional Bonds issued for the purpose of refunding Outstanding Bonds, the Issuer shall certify that it is current in all deposits into the various funds and accounts established hereby and all payments theretofore required to have been deposited or made by it under the provisions of this Resolution, including all due and payable Policy Costs have been deposited or made, and the Issuer is in compliance with the covenants and agreements of this Resolution.

(B) The City Manager, an independent certified public accountant or the Rate Consultant shall certify that the amount of the Net Revenues (excluding Investment Earnings with respect to the Construction Fund) received by the Issuer during the immediately preceding Fiscal Year or any 12 consecutive months selected by the Issuer of the 24 months immediately preceding the issuance of said Additional Bonds, adjusted as hereinafter provided, were equal to (1) at least 120% of the Maximum Annual Debt Service of the Outstanding Bonds and the Additional Bonds then proposed to be issued, and (2) 100% of (a) any amounts required by the terms hereof to be deposited in the Reserve Account or with any issuer of a Reserve Account Letter of Credit or Reserve Account Insurance Policy to pay any Policy Costs and (b) any amounts required by the terms of Sections 4.06(A) and 4.07(A) hereof to be repaid to the Water Connection Fees Fund and Wastewater Connection Fees Fund, in each case during such 12-month period.

(C) For the purpose of determining the Debt Service under this Section 6.02, the interest rate on Additional Bonds that are proposed to be Variable Rate Bonds shall be deemed to be the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(D) For the purpose of determining the Debt Service under this Section 6.02, the interest rate on Outstanding Variable Rate Bonds (not subject to a Qualified Hedge Agreement) shall be deemed to be (1) if such Variable Rate Bonds have been Outstanding for at least 12 months prior to the date of sale of such Additional Bonds, the highest of (a) the actual rate of interest borne by such Variable Rate Bonds on the date of sale, and (b) the average interest rate borne by such Variable Rate Bonds during the 12-month period preceding the date of sale, or (2) if such Variable Rate Bonds have not been Outstanding for at least 12 months prior to the date of sale of such Additional Bonds, the higher of (a) the actual rate of interest borne by the Variable Rate Bonds on the date of sale, and (b) the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(E) For the purpose of this Section 6.02, the phrases "12 consecutive months" or the "12-month period" shall mean the "immediately preceding Fiscal Year or any 12 consecutive months selected by the Issuer of the 24 months immediately preceding the issuance of said Additional Bonds."

(F) The Net Revenues calculated pursuant to the foregoing Section 6.02(B) may be adjusted upon the written advice of the Rate Consultant, at the option of the Issuer, as follows:

(1) If the Issuer, prior to the issuance of the proposed Additional Bonds, shall have adopted increased rates, fees or other charges for the product, services or facilities of the System that will become effective within the current or immediately succeeding Fiscal Year, the Net Revenues for the 12 consecutive months shall be adjusted to show the Net Revenues which would have been derived from the System

in such 12 consecutive months as if such increased rates, fees or other charges for the product, services or facilities of the System had been in effect during all of such 12 consecutive months.

(2) If the Issuer shall have acquired or has contracted to acquire any privately or publicly owned existing water and/or wastewater system that will become part of the System, the cost of which shall be paid from all or part of the proceeds of the issuance of the proposed Additional Bonds, then the Net Revenues derived from the System during the 12 consecutive months shall be increased by adding to the Net Revenues for said 12 consecutive months the Net Revenues which would have been derived from said existing water and/or wastewater system as if such existing water and/or wastewater system had been a part of the System during such 12 consecutive months. For the purposes of this paragraph, the Net Revenues derived from said existing water and/or wastewater system during such 12 consecutive months shall be adjusted to determine such Net Revenues by deducting the cost of operation and maintenance of said existing water and/or wastewater system from the gross revenues of said system. Such Net Revenues shall take into account any increase in rates imposed on customers of such water and/or wastewater system adopted prior to the acquisition thereof by the Issuer and to become effective in the current or immediately succeeding Fiscal Year.

(3) If the Issuer, in connection with the issuance of Additional Bonds, shall enter into a contract (with a duration not less than the final maturity of such Additional Bonds) with any public or private entity whereby the Issuer agrees to furnish services in connection with any water and/or wastewater system in the current or immediately succeeding Fiscal Year, then the Net Revenues of the System during the 12 consecutive months immediately preceding the issuance of said Additional Bonds shall be increased by the least amount which said public or private entity shall guarantee to pay in any one year for the furnishing of said services by the Issuer, after deducting therefrom the proportion of operating expenses and repair, renewal and replacement cost attributable in such year to such services.

(4) If the Issuer covenants to levy Special Assessments against property to be benefitted by the improvements, the cost of which shall be paid from the proceeds of the proposed Additional Bonds, then the Special Assessments Proceeds derived from the System during the 12 consecutive months shall be increased by an amount equal to the least amount which the Rate Consultant estimates will be received in the Fiscal Year immediately subsequent to completion of such improvements from the levy of said Special Assessments, said amount to be the total received, assuming no prepayments, from the installment payments on the Special Assessments plus the interest paid on the unpaid portion of the Special Assessments. The estimate of the Rate Consultant shall be based upon the preliminary assessment roll filed with the Issuer prior to the construction of such improvements.

(5) In the event the Issuer shall be constructing or acquiring additions, extensions or improvements to the System from the proceeds of such Additional Bonds and shall have adopted fees, rates or charges to be charged and collected from users of such facilities when service is rendered, such Net Revenues may be adjusted by adding thereto 100% of the Net Revenues estimated by the Rate Consultant to be derived during the first 12 months of operation after completion of the construction or acquisition of said additions, extensions and improvements from the customers of the facilities to be financed by Additional Bonds together with other funds on hand or lawfully obtained for such purpose; provided such customers must represent existing occupied structures that will be added to the System upon completion of the proposed additions, extensions or improvements.

(6) If the Issuer shall add new customers subsequent to the commencement of the 12 consecutive month period, the Rate Consultant may adjust the Net Revenues to reflect the Net Revenues that would have been received by the Issuer if such customers had been in place for the entire 12 consecutive months.

(7) The Net Revenues shall be adjusted for any period the System or any portion thereof was not owned by the Issuer to reflect government ownership of the System or such portion.

(G) Additional Bonds shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and all of the other covenants and other provisions of this Resolution (except as to details of such Additional Bonds inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Bonds issued pursuant to this Resolution. Except as provided in Sections 4.02 and 4.05 hereof, all Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Funds and their sources and security for payment therefrom without preference of any Bonds over any other.

(H) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions of Section 6.02(B) shall not apply, provided that the issuance of such Additional Bonds shall result in a reduction of aggregate debt service. The conditions of Section 6.02(B) shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this paragraph.

SECTION 6.03. BOND ANTICIPATION NOTES. The Issuer may issue notes in anticipation of the issuance of Bonds which shall have such terms and details and be secured in such manner, not inconsistent with this Resolution, as shall be provided by Supplemental Resolution of the Issuer.

SECTION 6.04. ACCESSION OF SUBORDINATED INDEBTEDNESS TO PARITY STATUS WITH BONDS. The Issuer may provide for the accession of

Subordinated Indebtedness to the status of complete parity with the Bonds, if (A) the Issuer shall meet all the requirements imposed upon the issuance of Additional Bonds by Sections 6.02(A) and (B) hereof, assuming for purposes of said requirements, that such Subordinated Indebtedness shall be Additional Bonds, (B) the facilities financed or refinanced by such Subordinated Indebtedness shall be, or become part of, the System, and (C) if such Subordinated Indebtedness will be secured in any manner by the Reserve Account or a subaccount therein, the Reserve Account or any subaccount crated therefor, upon such accession, shall contain an amount equal to the Reserve Account Requirement in accordance with Section 4.05(B)(4) hereof. If the aforementioned conditions are satisfied, the Subordinated Indebtedness shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and such Subordinated Indebtedness shall be considered Bonds for all purposes provided in this Resolution.

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ARTICLE VII
DEFAULTS AND REMEDIES

SECTION 7.01. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default":

(A) Default shall be made in the payment of the principal of, Sinking Fund Installment, redemption premium or interest on any Bond when due. In determining whether a payment default has occurred, no effect shall be given to payment made under a Bond Insurance Policy.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(C) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of 90 days after written notice of such default shall have been received from the Holders of not less than 25% of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, the Issuer shall not be deemed to be in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes appropriate curative action and diligently pursues such action until default has been corrected.

SECTION 7.02. REMEDIES. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof; provided, however, that no Holder, trustee or receiver shall have the right to declare the Bonds immediately due and payable without the consent of any affected Insurers except to the extent the acceleration of any Variable Rate Bonds secured by a Credit Facility is provided for in a Supplemental Resolution or other documentation relating to such Credit Facility, the provisions of which are approved by the Insurers and Credit Banks.

The Holder or Holders of Bonds in an aggregate principal amount of not less than 25% of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than 25% in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of such appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the Holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

SECTION 7.03. DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS. The Holders of a majority in principal amount of the Bonds then Outstanding (or any Insurer insuring any then Outstanding Bonds) have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder with respect to the Series of Bonds owned by such Holders or insured by such Insurer, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any direction which in the opinion of the trustee would be unjustly prejudicial to Holders of Bonds not parties to such direction.

SECTION 7.04. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 7.05. WAIVER OF DEFAULT. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 7.02 to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

SECTION 7.06. APPLICATION OF MONEYS AFTER DEFAULT. If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Funds (except as for amounts in the subaccounts of the Reserve Account which shall be applied to the payment of the Series of Bonds for which they were established) as follows and in the following order:

A. To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver and Registrar hereunder;

B. To the payment of the amounts required for reasonable and necessary Operating Expenses, and for the reasonable renewals, repairs and replacements of the System necessary to prevent loss of Gross Revenues, as certified by the Consulting Engineer;

C. To the payment of the interest (including Hedge Payments) and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest (including Hedge Payments) then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 9.01 of this Resolution), in the order of their due dates, with any accrued and unpaid interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with any accrued and unpaid interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution plus any accrued and unpaid interest.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest (including Hedge Payments) then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment

of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

D. To the payment of all amounts owed to the Insurers and Credit Banks not covered by A, B or C above and all amounts owed to Counterparties not covered by A, B or C above on a pro rata basis.

SECTION 7.07. CONTROL BY INSURER. To the extent an Insurer makes any payment of principal of or interest on Bonds in accordance with its Bond Insurance Policy, such Insurer shall become subrogated to the rights of the recipients of such payments in accordance with the terms of its Bond Insurance Policy. Upon the occurrence and continuance of an Event of Default, an Insurer of a Series of Bonds, if such Insurer shall not be in payment default under its Bond Insurance Policy, shall be deemed to be the sole owner of such Bonds for purposes of (A) directing and controlling the enforcement of all rights and remedies with respect to such Series of Bonds, including any waiver of an Event of Default and removal of any trustee, and (B) exercising any voting right or privilege or giving any consent or direction or taking any other action that the Holders of such Bonds are entitled to take pursuant to this Article VII hereof. No provision expressly recognizing or granting rights in or to an Insurer shall be modified without the consent of such Insurer. An Insurer's rights under this Section 7.07 shall be suspended during any period in which such Insurer is in default in its payment obligations under its Bond Insurance Policy (except to the extent of amounts previously paid by such Insurer and due and owing to such Insurer) and shall be of no force or effect if its Bond Insurance Policy is no longer in effect or if the Insurer asserts that its Bond Insurance Policy is not in effect or if the Insurer waives such rights in writing. The rights granted to an Insurer under this Section 7.07 are granted in consideration of such Insurer issuing its Bond Insurance Policy. The Issuer shall provide each Insurer immediate notice of any Event of Default described in Section 7.01(A) hereof and notice of any other Event of Default occurring hereunder within 30 days of the occurrence thereof. Each Insurer of any Bonds hereunder shall be considered a third-party beneficiary to the Resolution with respect to such Bonds.

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ARTICLE VIII
SUPPLEMENTAL RESOLUTIONS

SECTION 8.01. SUPPLEMENTAL RESOLUTION WITHOUT BONDHOLDERS' CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolution shall thereafter form a part hereof) for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine the matters and things referred to in Sections 2.01 or 2.02 hereof, including the issuance of Additional Bonds, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds.

(F) To authorize Projects or to change or modify the description of any Project.

(G) To specify and determine matters necessary or desirable for the issuance of Variable Rate Bonds, Federal Subsidy Bonds or Capital Appreciation Bonds.

(H) To provide for the establishment of a separate subaccount or subaccounts in the Reserve Account which shall independently secure one or more Series of Bonds.

(I) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the interests of the Holders of the Bonds. In making such determination, the Issuer shall not take into consideration any Bond Insurance Policy.

SECTION 8.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS', INSURER'S AND CREDIT BANK'S CONSENT. Subject to the

terms and provisions contained in this Section 8.02 and Sections 8.01 and 8.03 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series or maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 8.02. Any Supplemental Resolution which is adopted in accordance with the provisions of this Section 8.02 shall also require the written consent of and any Credit Bank that has provided a Credit Facility and the Insurer of any Bonds which are Outstanding at the time such Supplemental Resolution shall take effect if such Insurer and Credit Bank is not in payment default under its Bond Insurance Policy or Credit Facility, as the case may be. No Supplemental Resolution may be approved or adopted which shall permit or require, without the consent of all affected Bondholders, (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Funds other than the lien and pledge created by this Resolution or except as otherwise permitted or provided hereby which materially adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds (except as to the establishment of separate subaccounts in the Reserve Account provided in Section 4.05(B)(4) hereof), or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders or the Insurers or the Credit Banks of the adoption of any Supplemental Resolution as authorized in Section 8.01 hereof.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 8.02, the City Manager shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the City Manager and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 8.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 8.02.

Whenever the Issuer shall deliver to the City Manager an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 8.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

Notwithstanding the other provisions of this Section 8.02, the initial purchasers of Additional Bonds shall be deemed to have consented in writing to any amendments to the Resolution that are to become effective on or after the issuance of such Additional Bonds in accordance with this Section 8.02 if the proposed amendments are reasonably disclosed in the offering documentation prepared and distributed in connection with the issuance of such Additional Bonds and such offering documentation states that by virtue of their purchase of such Additional Bonds, the purchasers thereof are deemed to have notice of, and consented to, such amendments, and the related Supplemental Resolution provides that such initial purchasers will be deemed to have consented through their purchase.

SECTION 8.03. AMENDMENT WITH CONSENT OF INSURER AND CREDIT BANK ONLY. For purposes of amending this Resolution pursuant to Section 8.02 hereof, an Insurer of Bonds and the Credit Bank providing a Credit Facility shall be considered the Holder of such Bonds which it has insured or provided a Credit Facility. The consent of the Holders of such Bonds shall not be required if the Insurer of such Bonds and any such Credit Bank shall consent to the amendment as provided by this Section 8.03 and such Insurer and Credit Bank is not in default with respect to its obligations under its Bond Insurance Policy or Credit Facility. Upon filing with an Authorized Issuer Officer of evidence of such consent the Insurers and Credit Banks as aforesaid, the amendments shall become effective. Notwithstanding the foregoing, the consent of all affected

Bondholders shall still be required with respect to any amendment set forth in Clauses (A), (B), (C), (D) or (E) in the first paragraph of Section 8.02 hereof.

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ARTICLE IX
DEFEASANCE

SECTION 9.01. DEFEASANCE. If (A) the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of any Series of Bonds the principal and interest or Redemption Price, plus accrued interest, due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, and (B) the Issuer shall pay all Policy Costs owing to any provider of a Reserve Account Letter of Credit or Reserve Account Insurance Policy and all amounts owing to the Insurers, then all covenants, agreements and other obligations of the Issuer to the holders of such Series of Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for payment or redemption of any Series of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto shall be deemed to have been paid within the meaning of this Section 9.01 if (i) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to provide for the call of such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (ii) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Refunding Securities verified by an independent certified public accountant or nationally recognized company that provides verification services for municipal bonds to be in such amount that the principal of and the interest on or Redemption Price thereof when due will provide moneys which, together with the moneys, if any, deposited with such banking institution or trust company at the same time shall be sufficient, to pay the principal of, premium, if any, and interest due and to become due on said Bonds on and prior to the maturity date thereof. Except as hereafter provided, neither the Refunding Securities nor any moneys so deposited with such banking institution or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Refunding Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price of the Bonds for the payment of which they were deposited and the interest accruing thereon to the date of maturity; provided, however, the Issuer may substitute new Refunding Securities and moneys for the deposited Refunding Securities and moneys if the new Refunding Securities and moneys are sufficient to pay the principal of and interest on or Redemption Price of the refunded Bonds.

For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or the redemption date thereof, as the case may be, by the

deposit of moneys, or specified Refunding Securities and moneys, if any, in accordance with this Section 9.01, the interest to come due on such Variable Rate Bonds on or prior to the maturity or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than the Maximum Interest Rate for any period, the total amount of moneys and specified Refunding Securities on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to satisfy this Section 9.01, such excess shall be paid to the Issuer free and clear of any trust, lien, pledge or assignment securing the Bonds or otherwise existing under this Resolution.

If Bonds are not to be redeemed or paid within 60 days after any such defeasance described in this Section 9.01, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 9.01 of moneys or Refunding Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 9.01 and stating such maturity date upon which moneys are to be available for the payment of the principal of and interest on or Redemption Price of said Bonds. Failure to provide said notice shall not affect the Bonds being deemed to have been paid in accordance with the provisions of this Section 9.01.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

Notwithstanding anything herein to the contrary, in the event that the principal of or interest due on the Bonds shall be paid by an Insurer or Insurers, such Bonds shall remain Outstanding, shall not be defeased or otherwise satisfied and shall not be considered paid by the Issuer, and the pledge of the Pledged Funds and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and such Insurer or Insurers shall be subrogated to the rights of such Bondholders.

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ARTICLE X
PROVISIONS RELATING TO SERIES 2025 BONDS

SECTION 10.01. CONDITIONS TO EXECUTION OF PURCHASE CONTRACT. The Purchase Contract described in Section 2.02 hereof shall not be executed by the City Manager until such time as all of the following conditions have been satisfied:

(A) Receipt by the City Manager of a written offer to purchase the Series 2025 Bonds by the Underwriters substantially in the form of the Purchase Contract attached hereto as Exhibit A, said offer to provide for, among other things, (i) not exceeding $80,000,000 aggregate principal amount of Series 2025 Bonds, (ii) an underwriting discount (including management fee and expenses) not in excess of 0.30 % of the aggregate par amount of the Series 2025 Bonds, (iii) a true interest cost with respect to the Series 2025 Bonds of no more than 5.25%, as determined by the Financial Advisor, (iv) the maturities of the Series 2025 Bonds with the final maturity being not later than August 1, 2055.

(B) With respect to optional redemption terms, if any, for the Series 2025 Bonds, the first optional redemption date may be no later than August 1, 2035 and there shall be no redemption premium. Term Bonds may be established for the Series 2025 Bonds with such Sinking Fund Installments as the City Manager may determine upon the advice of the Financial Advisor.

(C) Receipt by the City Manager of a disclosure statement and a truth-in-bonding statement of the Underwriters dated the date of the Purchase Contract and complying with Section 218.385, Florida Statutes.

(D) Receipt by the City Manager from the Underwriters of a good faith deposit in an amount at least equal to 1.00% of the preliminary aggregate par amount of the Series 2025 Bonds set forth on the cover page of the hereinafter described Preliminary Official Statement.

(E) The City Manager shall have determined, upon the advice of the Financial Advisor, whether any of the Series 2025 Bonds will be insured by a Bond Insurance Policy described in Section 10.09(A) hereof. The City Manager shall also determine, upon the advice of the Financial Advisor, the Reserve Account Requirement for the Series 2025 Bonds which Reserve Account Requirement may be $0.00. If the Reserve Account Requirement is determined by the City Manager to be greater than $0.00, the City Manager shall determine, upon the advice of the Financial Advisor, whether to fund the Reserve Account with cash or a Reserve Account Insurance Policy described in Section 10.09(B) hereof.

Upon satisfaction of all the requirements set forth in this Section 10.01, the City Manager is authorized to execute and deliver the Purchase Contract containing terms complying with the provisions of this Section 10.01 and the Series 2025 Bonds shall be sold to the Underwriters pursuant to the provisions of such Purchase Contract.

SECTION 10.02. REDEMPTION PROVISIONS. The Series 2025 Bonds may be redeemed prior to their respective maturities as may be determined by the City Manager, in his discretion and upon the advice of the Financial Advisor, subject to the conditions contained in Section 10.01 hereof and as described in the Purchase Contract. The City Manager may, in his discretion and upon the advice of the Financial Advisor, determine that any series of the Series 2025 Bonds shall not be subject to redemption prior to their respective maturities.

SECTION 10.03. BOOK-ENTRY. Notwithstanding the provisions set forth in Section 2.07 hereof, the Series 2025 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2025 Bond for each of the maturities of the Series 2025 Bonds. Upon initial issuance, the ownership of each such Series 2025 Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). As long as the Series 2025 Bonds shall be registered in the name of Cede & Co., all payments on the Series 2025 Bonds shall be made by the Paying Agent by check or draft or by bank wire transfer to Cede & Co., as Bondholder of the Series 2025 Bonds.

With respect to Series 2025 Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation to any direct or indirect participant in the DTC book-entry program (a "Participant"). Without limiting the immediately preceding sentence, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the Series 2025 Bonds, (B) the delivery to any Participant or any other person other than a Series 2025 Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Series 2025 Bonds, or (C) the payment to any Participant or any other person, other than a Series 2025 Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal or interest of the Series 2025 Bonds. The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2025 Bond is registered in the registration books kept by the Registrar as the Bondholder and absolute owner of such Series 2025 Bond for the purpose of payment of principal or interest with respect to such Series 2025 Bond, for the purpose of giving notices and other matters with respect to such Series 2025 Bond, for the purpose of registering transfers with respect to such Series 2025 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal or interest of the Series 2025 Bonds only to or upon the order of the respective Bondholders, as shown in the registration books kept by

the Registrar, or their respective attorneys duly authorized in writing, as provided herein and in the Resolution and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal or interest of the Series 2025 Bonds to the extent of the sum or sums so paid. No person other than a Series 2025 Bondholder, as shown in the registration books kept by the Registrar, shall receive a certificated Series 2025 Bond evidencing the obligation of the Issuer to make payments of principal or interest pursuant to the provisions hereof. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." in the Resolution shall refer to such new nominee of DTC; and upon receipt of such notice, the Issuer shall promptly deliver a copy of the same to the Registrar and the Paying Agent.

Upon (A) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the outstanding Series 2025 Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2025 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the Issuer, in its sole discretion, that such book-entry only system should be discontinued by the Issuer, the Series 2025 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but shall be registered in whatever name or names Bondholders shall designate, in accordance with the provisions of the Resolution. In such event, the Issuer shall issue and the Registrar shall authenticate, transfer and exchange Series 2025 Bonds consistent with the terms of the Resolution, in denominations of $5,000 or any integral multiple thereof to the holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the existing Blanket Issuer Letter of Representations previously executed by the Issuer and delivered to DTC shall apply to the payment of principal and interest on the Series 2025 Bonds.

SECTION 10.04 APPLICATION OF SERIES 2025 BOND PROCEEDS. Subject in all respects to the satisfaction of the conditions set forth in Section 10.01 hereof, the proceeds derived from the sale of the Series 2025 Bonds shall be applied by the Issuer simultaneously with the delivery thereof as follows:

(A) A sufficient amount of Series 2025 Bond proceeds shall be deposited to the Series 2025 Account of the Construction Fund to pay Costs of the Series 2025 Project and to reimburse the Issuer for Costs of the Series 2025 Project the Issuer has paid prior to the issuance of the Series 2025 Bonds.

(B) Proceeds of the Series 2025 Bonds allocable for capitalized interest shall be deposited to the Interest Account and shall only be used to pay scheduled interest on the Series 2025 Bonds.

(C) If the City Manager determines that any of the Series 2025 Bonds will be insured by a Bond Insurance Policy, a sufficient amount of the Series 2025 Bond proceeds will be applied to the payment of the premium for such Bond Insurance Policy.

(D) If the City Manager determines that the Reserve Account Requirement is greater than $0.00, then a sufficient amount of the Series 2025 Bond proceeds will either be deposited to the Series 2025 Subaccount established in Section 4.05(B)(4) hereof or applied to the payment of the premium for a Reserve Account Insurance Policy.

D) The remainder of the proceeds of the Series 2025 Bonds shall be applied to the payment of costs and expenses relating to the issuance of the Series 2025 Bonds. To the extent any proceeds of the Series 2025 Bonds remain, such excess shall be deposited to the Series 2025 Account of the Construction Fund.

SECTION 10.05. PRELIMINARY OFFICIAL STATEMENT. The Issuer hereby authorizes the distribution and use of the Preliminary Official Statement in substantially the form attached hereto as Exhibit B in connection with offering the Series 2025 Bonds for sale. If between the date hereof and the mailing of the Preliminary Official Statement it is necessary to make insertions, modifications or changes in the Preliminary Official Statement, the City Manager is hereby authorized to approve such insertions, changes and modifications. Any Authorized Issuer Officer is each hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule") in the form as mailed. Execution of a certificate by an Authorized Issuer Officer deeming the Preliminary Official Statement "final" as described above shall be conclusive evidence of the approval of any insertions, changes or modifications.

SECTION 10.06. OFFICIAL STATEMENT. Subject in all respects with the satisfaction of the conditions set forth in Section 10.01 hereof, the Mayor and the City Manager are hereby authorized and directed to execute and deliver a final Official Statement, dated the date of the execution of the Purchase Contract, which shall be in substantially the form of the Preliminary Official Statement, in the name and on behalf of the Issuer, and thereupon to cause such Official Statement to be delivered to the Underwriters with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor and the City Manager. Said Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the Mayor and the City Manager, and the information contained therein are hereby authorized to be used in connection with the sale of the Series 2025 Bonds to the public. Execution by the Mayor and the City Manager of the Official Statement shall be deemed to be conclusive evidence of the approval of such changes.

SECTION 10.07. APPOINTMENT OF PAYING AGENT AND REGISTRAR. Subject in all respects with the satisfaction of the conditions set forth in Section 10.01 hereof, U.S. Bank Trust Company, National Association is hereby designated Registrar and Paying Agent for the Series 2025 Bonds. The City Manager is hereby authorized to execute and deliver and the Clerk is authorized to attest a Paying Agent and Registrar Agreement, in substantially the form attached hereto as Exhibit C, with such changes, amendments, modifications, omissions and additions, as may be approved by the City Manager (the "Paying Agent Agreement"). Execution by the City Manager of the Paying Agent Agreement shall be deemed to be conclusive evidence of the approval of such changes.

SECTION 10.08. SECONDARY MARKET DISCLOSURE. Subject in all respects to the satisfaction of the conditions set forth in Section 10.01 hereof, the Issuer hereby covenants and agrees that, in order to provide for compliance by the Issuer with the secondary market disclosure requirements of the Rule, it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement to be executed by the Issuer and dated the dated date of the Series 2025 Bonds, as it may be amended from time to time in accordance with the terms thereof. The Disclosure Dissemination Agent Agreement shall be substantially in the form of Exhibit D hereto with such changes, amendments, modifications, omissions and additions as shall be approved by the City Manager who is hereby authorized to execute and deliver such Agreement. Notwithstanding any other provision of the Resolution, failure of the Issuer to comply with such Disclosure Dissemination Agent Agreement shall not be considered an Event of Default under the Resolution; provided, however, to the extent permitted by law, the sole and exclusive remedy of any Series 2025 Bondholder for the enforcement of the provisions of the Disclosure Dissemination Agent Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the Issuer to comply with its obligations under this Section 10.08 and the Disclosure Dissemination Agent Agreement. For purposes of this Section 10.08, "Series 2025 Bondholder" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2025 Bonds (including persons holding such Bonds through nominees, depositories or other intermediaries), or (B) is treated as the owner of any such Bond for federal income tax purposes. Digital Assurance Certification LLC is hereby appointed as the initial dissemination agent with respect to the Series 2025 Bonds.

SECTION 10.09. SERIES 2025 BOND INSURANCE POLICY; SERIES 2025 RESERVE ACCOUNT INSURANCE POLICY. (A) Subject in all respects to the satisfaction of the other conditions set forth in Section 10.01 hereof, if the City Manager determines, upon the advice of the Financial Advisor, that all or any portion of the Series 2025 Bonds (the "Insured Series 2025 Bonds") will be insured by a Bond Insurance Policy, then the City Manager, upon the advice of the Financial Advisor and Bond Counsel, shall select either Assured Guaranty Municipal Corp. ("AGM") or Build America Mutual Assurance Company ("BAM") as the municipal bond insurer with respect to the Insured

Series 2025 Bonds (the "Series 2025 Bond Insurer") and a sufficient portion of the proceeds of the Series 2025 Bonds shall be applied to the payment of the premium for the Series 2025 Bond Insurer's standard form of municipal bond insurance policy (the "Series 2025 Bond Insurance Policy") in accordance with the provisions of Section 10.04(B) hereof. The City Manager is authorized and directed to execute, and the Clerk is authorized to attest, any insurance agreement (the "Bond Insurance Agreement") that is necessary to incorporate the standard municipal bond insurance provisions required by the Insurer, such Bond Insurance Agreement to be subject to the approval of Bond Counsel and the City Attorney, such approval being evidenced by the City Manger's execution thereof. Subject in all respects to the satisfaction of the other conditions set forth in Section 10.01 hereof, so long as the Bond Insurance Policy issued by the Insurer is in full force and effect and the Insurer has not defaulted in its payment obligations under the Bond Insurance Policy, the Issuer agrees to comply with the provisions of any Bond Insurance Agreement executed in accordance with this Section 10.09(A). The Series 2025 Bond Insurance Policy shall constitute a Bond Insurance Policy hereunder.

(B) Subject in all respects to the satisfaction of the other conditions set forth in Section 10.01 hereof, if the City Manager determines, upon the advice of the Financial Advisor, that the Reserve Account Requirement for the Series 2025 Bonds is greater than $0 and that the Reserve Account Requirement will not be funded in whole with cash, then the City Manager, upon the advice of the Financial Advisor and Bond Counsel to the Issuer, shall select either AGM or BAM (the "Series 2025 Reserve Account Insurance Provider") as the provider of a reserve account insurance policy or surety bond with respect to the Series 2025 Bonds and a sufficient portion of the proceeds of the Series 2025 Bonds shall be applied to the payment of the premium for the Series 2025 Reserve Account Insurance Provider's standard form of debt service reserve account insurance policy or surety bond (the "Series 2025 Reserve Account Insurance Policy") in accordance with the provisions of Section 10.04(C) hereof. The City Manager is authorized and directed to execute, and the Clerk is authorized to attest, any insurance agreement (the "Reserve Account Insurance Agreement") that is necessary to incorporate the standard reserve account insurance policy provisions required by the Series 2025 Reserve Account Insurance Provider, such Reserve Account Insurance Agreement to be subject to the approval of the Issuer's Bond Counsel and the City Attorney, such approval being evidenced by the City Manager's execution thereof. So long as the Series 2025 Reserve Account Insurance Policy issued by the Series 2025 Reserve Account Insurance Provider is in full force and effect and the Series 2025 Reserve Account Insurance Provider has not defaulted in its payment obligations under the Series 2025 Reserve Account Insurance Policy, the Issuer agrees to comply with the provisions of any Reserve Account Insurance Agreement executed in accordance with this Section 10.09(B). The Series 2025 Reserve Account Insurance Policy shall constitute a Reserve Account Insurance Policy hereunder.

[Remainder of page intentionally left blank]

ARTICLE XI
MISCELLANEOUS

SECTION 11.01. CAPITAL APPRECIATION BONDS. For the purposes of (A) receiving payment of the Redemption Price if a Capital Appreciation Bond is redeemed prior to maturity, or (B) receiving payment of a Capital Appreciation Bond if the principal of all Bonds becomes due and payable under the provisions of this Resolution, or (C) computing the amount of Bonds held by the Holder of a Capital Appreciation Bond in giving to the Issuer or any trustee or receiver appointed to represent the Bondholders any notice, consent, request or demand pursuant to this Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value.

SECTION 11.02. SALE OF BONDS. The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law.

SECTION 11.03. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 11.04. VALIDATION AUTHORIZED. To the extent deemed necessary by Bond Counsel or desirable by the City Attorney, Bond Counsel is authorized to institute appropriate proceedings for validation of a Series of Bonds herein authorized pursuant to Chapter 75, Florida Statutes.

SECTION 11.05. REPEAL OF INCONSISTENT RESOLUTIONS. All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict. Notwithstanding the foregoing, the terms of the Existing Resolution shall stay in effect in regard to the Refunded Bonds until the Refunded Bonds are legally defeased in accordance with the provisions thereof.

SECTION 11.06. FULL FORCE AND EFFECT. The Resolution, as herein amended and restated, shall remain in full force and effect.

SECTION 11.07. GENERAL AUTHORITY. The members of the City Commission of the Issuer and the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this

Resolution, the Official Statement, the Purchase Contract, the Disclosure Dissemination Agent Agreement, the Paying Agent Agreement, the Bond Insurance Agreement, if any, or the Reserve Account Insurance Agreement, if any, or which are desirable or consistent with the requirements of this Resolution, the Official Statement, the Purchase Contract, the Disclosure Dissemination Agent Agreement, the Paying Agent Agreement, the Bond Insurance Agreement, if any, or the Reserve Account Insurance Agreement, if any, for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Bonds, this Resolution, the Official Statement, the Purchase Contract, the Disclosure Dissemination Agent Agreement, the Paying Agent Agreement, the Bond Insurance Agreement, if any, or the Reserve Account Insurance Agreement, if any, and each member, employee, attorney and officer of the Issuer or the Issuer are hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. Neither the members of the City Commission of the Issuer, any person executing the Bonds on behalf of the Issuer, nor any other officer or employee of the Issuer shall be liable personally under the Bonds. No member of the City Commission or any other officer or employee of the Issuer shall be subject to any personal liability due to any statement, act or omission related to the issuance of the Bonds.

SECTION 11.08. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 11.09. REPEALING CLAUSE. All resolutions, ordinances, or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 11.10. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND RESOLVED this 13th day of March 2025 by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____

John Rees
Mayor/Commissioner

ATTEST:

_____

Angela Grimmage, CMC
City Clerk

EXHIBIT A

FORM OF PURCHASE CONTRACT

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C

FORM OF PAYING AGENT AGREEMENT

EXHIBIT D

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

EXHIBIT E

GENERAL DESCRIPTION OF THE SERIES 2025 PROJECT

The Series 2025 Project generally includes the following, as more particularly described in the plans and specifications on file with the Issuer, as the same may be amended and supplemented from time to time:

- Capital improvements related to the expansion of the capacity of the Crest Avenue Wastewater Treatment Plant to 7.5 mgd, conversion of the treatment process of such Plant and other related improvements thereto.

- Capital improvements related to adding a gravity sewer collection system on roadways within Teacup Springs.

TO COME

$[_____]
CITY OF WINTER GARDEN, FLORIDA
Water and Wastewater Revenue Bonds, Series 2025

PURCHASE CONTRACT

[_____], 2025

City Commission of the
City of Winter Garden, Florida
300 W. Plant Street
Winter Garden, Florida 34787

Ladies and Gentlemen:

The undersigned, J.P. Morgan Securities LLC (the "Senior Managing Underwriter"), on behalf of itself and Raymond James & Associates, Inc. (collectively, the "Underwriters"), offers to enter into this Purchase Contract with the City of Winter Garden, Florida (the "Issuer"), subject to written acceptance hereof by the Issuer at or before 6:00 p.m., New York time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Senior Managing Underwriter upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriters, jointly and severally, hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all (but not less than all) of the $[_____] aggregate principal amount of the City of Winter Garden, Florida Water and Wastewater Revenue Bonds, Series 2025 (the "Series 2025 Bonds"). The Series 2025 Bonds shall be dated as of the date of their delivery and shall be payable in the years and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2025 Bonds is payable semi-annually on [April] 1 and [October 1] of each year commencing [October] 1, 20[25]. The purchase price for the Series 2025 Bonds shall be $[_____] (representing the par amount of the Series 2025 Bonds of $[_____] [plus/less] an original issue [premium/discount] of $[_____] and less an Underwriters' discount of $[_____]).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

The payment of the principal of, redemption price, if applicable, and interest on the Series 2025 Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon (i) Net Revenues (as defined in the hereinafter defined Resolution), (ii) Connection Fees (as defined in the hereinafter defined Resolution) and (ii) until applied in accordance with the provisions of Resolution No. [____] adopted by the City Commission of the Issuer (the "City Commission) on [_____], 2025, as amended and supplemented, and as particularly supplemented by Resolution No. [___] adopted by the City Commission on [_____], 2025 (collectively, the "Resolution"), all moneys, including investments thereof, in certain funds and accounts established under the Resolution (collectively, the "Pledged Funds").

The Series 2025 Bonds are being issued to provide funds to (i) finance the costs of various capital improvements, including the acquisition, construction, reconstruction, expansion, replacement and/or

equipping (the "Series 2025 Project") to the Issuer's water and wastewater utility system (the "System") and (ii) pay costs associated with the issuance of the Series 2025 Bonds.

2. Delivery of Official Statement and Other Documents.

(a) Prior to the date hereof, the Issuer has provided to the Underwriters for their review the Preliminary Official Statement dated [_____], 20[__], that the Issuer deemed "final" (as defined in Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule")) as of its date (the "Preliminary Official Statement"), except for certain permitted omissions (the "Permitted Omissions"), as contemplated by the Rule in connection with the pricing of the Series 2025 Bonds. The Underwriters have reviewed the Preliminary Official Statement prior to the execution of this Purchase Contract solely for the purpose of satisfying the Underwriters' obligations under the federal securities laws (but do not guarantee the accuracy or completeness of the information therein). The Issuer hereby confirms that the Preliminary Official Statement was "final" (as defined in the Rule) as of its date, except for the Permitted Omissions.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriters within seven (7) business days after the date hereof or within such shorter period as may be requested by the Underwriters, and at least three (3) business days prior to the date the Series 2025 Bonds are delivered to the Underwriters, or within such other period as may be prescribed by the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer (i) sufficient copies of the final Official Statement (the "Official Statement") to enable the Underwriters to fulfill their obligations pursuant to the securities laws of the State of Florida (the "State") and the United States, in form and substance satisfactory to the Underwriters, and (ii) an executed original counterpart or certified copy of the Official Statement and the Resolution. In determining whether the number of copies to be delivered by the Issuer are reasonably necessary, at a minimum, the number shall be sufficient to enable the Underwriters to comply with the requirements of Rule 15c2-12, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under State and federal securities laws generally.

The Issuer authorizes or ratifies, as the case may be, the use and distribution of the Preliminary Official Statement and the Official Statement in connection with the public offering and sale of the Series 2025 Bonds. The Underwriters agree that they will not confirm the sale of any Series 2025 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Official Statement.

(c) From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is available to any person from the MSRB (but in no case less than 25 days following the end of the underwriting period), if any event occurs which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Senior Managing Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Senior Managing Underwriter, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the Issuer, at its expense, promptly will prepare an appropriate amendment or supplement thereto (and file or cause to be filed with the MSRB and mail such amendment or supplement to each record owner of Series 2025 Bonds) so that the statements in the Official Statement as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably

approved by the Senior Managing Underwriter. The Issuer will promptly notify the Senior Managing Underwriter of the occurrence of any other event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2025 Bonds are hereinafter included within the term "Official Statement."

3. Authority of the Senior Managing Underwriter. The Senior Managing Underwriter has been duly authorized to execute this Purchase Contract and has been duly authorized to act hereunder by and on behalf of the other Underwriter.

4. Public Offering. The Underwriters agree to make an initial offering to the public of all of the Series 2025 Bonds at the initial offering prices or yields set forth in the Official Statement, reserving, however, the right to change such initial offering prices or yields after the initial public offering as the Underwriter shall deem necessary in connection with the marketing of the Series 2025 Bonds (but in all cases subject to the requirements of Section 5) and to offer and sell the Series 2025 Bonds to certain dealers (including dealers depositing the Series 2025 Bonds into investment trusts) at concessions to be determined by the Underwriter (but in all cases subject to the requirements of Section 5). The Issuer hereby authorizes the Underwriters to use the forms or copies of the Resolution and the Official Statement and the information contained therein in connection with the public offering and sale of the Series 2025 Bonds and ratifies and confirms its authorization of the distribution and use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with such public offering and sale.

5. Establishment of Issue Price.

(a) The Senior Managing Underwriter, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Series 2025 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with reasonable supporting documentation for such certification, substantially in the form attached hereto as Exhibit D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Senior Managing Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the initial offering price or prices to the public and the actual sales price or prices of the Series 2025 Bonds.

(b) **[Except for the Hold-the-Offering-Price maturities set forth in Schedule A to Exhibit D attached hereto,]** the Issuer will treat the first price at which 10% of each maturity of the Series 2025 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

[(c) The Senior Managing Underwriter confirms that the Underwriters have offered the Hold-the-Offering Price maturities to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A to Exhibit D attached hereto, except as otherwise set forth therein. Schedule A to Exhibit D sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2025 Bonds for which the 10% test has not been satisfied (the Hold-the-Offering-Price Maturities) and for which the Issuer and the Senior Managing Underwriter, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2025 Bonds, the Selling Underwriters (as

defined below), including the Senior Managing Underwriter and the Underwriters, will neither offer nor sell unsold Series 2025 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Selling Underwriters have sold at least 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Senior Managing Underwriter shall promptly advise the Issuer or the Issuer's municipal advisor when the Selling Underwriters have sold 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date as set forth in the related pricing wires.

(d) The Senior Managing Underwriter confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Senior Managing Underwriter is a party) relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Selling Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (x) to report the prices at which it sells to the public the unsold Series 2025 Bonds of each maturity allocated to it, whether or not the Closing date has occurred, until either all Series 2025 Bonds of that maturity allocated to it have been sold or it is notified by the Senior Managing Underwriter that the 10% test has been satisfied as to the Series 2025 Bonds of that maturity, provided that, the reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the Senior Managing Underwriter, and

(y) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Senior Managing Underwriter and as set forth in the related pricing wires, and

(B) to promptly notify the Senior Managing Underwriter of any sales of Series 2025 Bonds that, to its knowledge, are made to a purchaser who is a related party to an Selling Underwriter participating in the initial sale of the Series 2025 Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the Selling Underwriter, dealer or broker-dealer, the Senior Managing Underwriter shall assume that each order submitted by the Selling Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Selling Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2025 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2025 Bonds of each maturity allocated to it, whether or not the Closing date has occurred, until either all Series 2025 Bonds of that maturity allocated to it have been sold or it is notified by the Senior Managing Underwriter or such Selling Underwriter or dealer that the 10% test has been satisfied as to the Series 2025 Bonds of that maturity, provided that, the reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the Senior Managing Underwriter or such Selling Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Senior Managing Underwriter or such Selling Underwriter or dealer and as set forth in the related pricing wires.

(iii) The Issuer acknowledges that, in making the representation set forth in this subsection, the Senior Managing Underwriter will rely on (i) the agreement of each Selling Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that a Selling Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Selling Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold the offering price rule and that no Selling Underwriter shall be liable for the failure of any other Selling Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its agreement regarding the hold-the-offering-price rule as applicable to the Series 2025 Bonds.]

(e) The Underwriters acknowledge that sales of any Series 2025 Bonds to any person that is a related party to a Selling Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than a Selling Underwriter or a related party;

(2) "Selling Underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025 Bonds to the

public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2025 Bonds to the public);

(3) a purchaser of any of the Series 2025 Bonds is a "related party" to a Selling Underwriter if the Selling Underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) "sale date" means the date of execution of this Purchase Contract by all parties.

6. Security Deposit. In connection with the execution of this Purchase Contract, the Senior Managing Underwriter has delivered to the Issuer a wire transfer credited to the order of the Issuer in immediately available federal funds in the aggregate amount of 1% of the principal amount of Series 2025 Bonds shown in the Preliminary Official Statement or [_____] Dollars ($[_____]) (the "Good Faith Wire"), as security for the performance by the Underwriters of their obligation to accept and to pay for the Series 2025 Bonds. If the Issuer does not accept this offer, such wire transfer shall be promptly returned to the Senior Managing Underwriter by wire transfer credited to the order of the Senior Managing Underwriter in the amount of the Good Faith Wire, in federal funds to the Senior Managing Underwriter. If this offer is accepted, such Good Faith Wire shall be held by the Issuer and credited against the purchase price of the Series 2025 Bonds at Closing. In the event of the Issuer's failure to deliver the Series 2025 Bonds at the Closing, or if the Issuer shall be unable at or prior to the Closing to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Contract (unless such conditions are waived by the Senior Managing Underwriter), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract, the Issuer shall return such Good Faith Wire immediately to the Senior Managing Underwriter by wire transfer credited to the order of the Senior Managing Underwriter in the amount of the Good Faith Wire, in federal funds to the Underwriter, and receipt by the Senior Managing Underwriter of such Good Faith Wire shall constitute a full release and discharge of all claims by the Underwriters against the Issuer arising out of the transactions contemplated by this Purchase Contract. In the event that the Underwriters fail other than for a reason permitted under this Purchase Contract to accept and pay for the Series 2025 Bonds upon their tender by the Issuer at the Closing, said Good Faith Wire shall be retained by the Issuer and such retention shall represent full liquidated damages and not as a penalty, for such failure and for any and all defaults on the part of the Underwriter and the retention of such funds shall constitute a full release and discharge of all claims, rights and damages for such failure and for any and all such defaults. Interest on the Good Faith Wire shall accrue solely to the benefit of the Issuer and shall not offset the amount due from the Underwriters at Closing or be payable to the Underwriters in the event the Good Faith Wire is returned to the Senior Managing Underwriter. It is understood by both the Issuer and the Underwriters that actual damages in the circumstances as described in the preceding sentences may be difficult or impossible to compute; therefore, the funds represented by the Good Faith Wire are a reasonable estimate of the liquidated damages in this type of situation.

7. Issuer Representations, Warranties, Covenants and Agreements. The Issuer represents and warrants to and covenants and agrees with each of the Underwriters that, as of the date hereof and as of the date of the Closing:

(a) The Issuer is a municipal corporation, duly organized and validly existing pursuant to the Constitution and laws of the State and is authorized and empowered by law to issue, sell and deliver the Series 2025 Bonds to the Underwriters as described herein; to provide funds to (i) finance and reimburse the costs of certain capital improvements to the System, and (ii) pay costs associated with the issuance of the Series 2025 Bonds; to accept this Purchase Contract; to execute and deliver the Disclosure Dissemination Agent Agreement dated as of [_____], 2025 by the Issuer (the "Disclosure Dissemination Agent Agreement"), the Official Statement and to have enacted and/or adopted the ordinances and/or resolutions which established the rates, fees, rentals, charges and other income which comprise Net Revenues of the System and the Connection Fees (collectively, the "Rate Instrument"); and to carry out and consummate all other transactions contemplated by the Official Statement and by each of the aforesaid documents, agreements, resolutions and ordinances.

(b) By official action of the Issuer taken prior to or concurrently with the acceptance hereof, the Issuer has duly adopted the Resolution and adopted and/or enacted the Rate Instrument, which are in full force and effect, and have not been amended, modified or rescinded; the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of its obligations contained in the Series 2025 Bonds, the Disclosure Dissemination Agent Agreement and this Purchase Contract; and the Issuer has duly authorized and approved the performance by the Issuer of its obligations contained in the Resolution and the Disclosure Dissemination Agent Agreement, and the consummation by it of all other transactions contemplated by the Resolution, the Official Statement, the Disclosure Dissemination Agent Agreement and this Purchase Contract to have been performed or consummated at or prior to the date of Closing, and the Issuer is in compliance with the provisions of the Resolution.

(c) When delivered to and paid by the Underwriters in accordance with the terms of this Purchase Contract, the Disclosure Dissemination Agent Agreement, the Resolution and the Series 2025 Bonds will have been duly and validly authorized, executed, issued and delivered and will constitute legal, valid and binding limited obligations of the Issuer enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency or other laws affecting creditors' rights and remedies generally and to general principles of equity, and will be entitled to the benefits of the Resolution.

(d) The Issuer is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States, or any agency or department of either, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties or other assets is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, in any such case to the extent that the same would have a material and adverse effect upon the business or properties or financial condition of the Issuer including the Issuer's receipt of the Net Revenues and Connection Fees in the amounts contemplated by the Official Statement or application and use of Pledged Funds as contemplated by the Official Statement; and the execution and delivery of the Series 2025 Bonds, the Disclosure Dissemination Agent Agreement and this Purchase Contract and the adoption of the Resolution and compliance with the provisions on the Issuer's part contained in each, will not conflict with or constitute a breach of or default under any

constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or the assets of the Issuer under the terms of any such law, regulation or instrument, except as provided or permitted by the Series 2025 Bonds and the Resolution.

(e) The Issuer is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor. The Issuer has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The Issuer does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2025 Bonds because the Issuer is not obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the Issuer have been pledged or used to pay such securities or the interest thereon.

(f) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the financial condition of the Issuer or the due performance by the Issuer of its obligations under this Purchase Contract, the Resolution, the Disclosure Dissemination Agent Agreement and the Series 2025 Bonds have been, or prior to the Closing will have been, duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2025 Bonds or approvals, consents and orders described in the Preliminary Official Statement and the Official Statement as not having been obtained without material difficulty or delay.

(g) The Series 2025 Bonds, when issued, authenticated and delivered in accordance with the Resolution and sold to the Underwriters as provided herein and in accordance with the provisions of the Resolution, will be legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms and the terms of the Resolution (subject to and limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws in each case relating to or affecting the enforcement of creditor's rights generally, and other general principles of equity), and the Resolution will provide, for the benefit of the holders from time to time of the Series 2025 Bonds and any Additional Bonds issued under the Resolution on a parity with the Series 2025 Bonds, a legally valid and binding security interest in and to the Pledged Funds, subject to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(h) The Issuer has reviewed the information in the Preliminary Official Statement. Except for the information provided by the Depository Trust Company ("DTC"), the Preliminary Official Statement was, as of the date thereof, and as of the date hereof, and the Official Statement, is and at all times subsequent hereto up to and including the date of the Closing will be, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, any amendments or supplements to the Preliminary Official Statement or the Official Statement prepared and furnished by the Issuer pursuant hereto will not contain any untrue statement of a

material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The Series 2025 Bonds, the Resolution and the Disclosure Dissemination Agent Agreement conform in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(j) Except as contemplated by the Preliminary Official Statement and the Official Statement, since September 30, [2023], the Issuer will not have incurred any material liabilities, direct or contingent, or entered into any transaction which is material to the potential holders of the Series 2025 Bonds, in each case other than in the ordinary course of its business, and there shall not have been any material adverse change in the condition, financial or otherwise, of the Issuer or its properties or other assets.

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency or public board or body, pending or, to the best knowledge of the Issuer, threatened, against or affecting the Issuer or the titles of its officers to their respective offices, or which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2025 Bonds, or the collection of the Pledged Funds pledged to pay the principal of and interest on the Series 2025 Bonds, or the financing or reimbursing of the Series 2025 Project, or which in any way contests or affects the validity or enforceability of the Series 2025 Bonds, the Resolution, the Rate Instrument, this Purchase Contract or the Disclosure Dissemination Agent Agreement, or any of them, or which may result in any material adverse change in the business, properties, other assets or financial condition of the Issuer or contests the tax-exempt status of the interest on the Series 2025 Bonds as described in the Preliminary Official Statement and the Official Statement, or which contests in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or which contests the power of the Issuer or any authority or proceedings for the issuance, sale or delivery of the Series 2025 Bonds or the use of proceeds thereof or this Purchase Contract, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2025 Bonds, the Resolution, the Rate Instrument, the Disclosure Dissemination Agent Agreement or this Purchase Contract.

(l) The Issuer will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as the Underwriters may reasonably request in order (i) to qualify the Series 2025 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate, and/or (ii) to determine the eligibility of the Series 2025 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2025 Bonds; provided that the Issuer shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now so subject and any expense related to the foregoing shall be borne by the Underwriters.

(m) The Issuer will advise the Underwriters promptly of any proposal to amend or supplement the Official Statement and will not affect any such amendment or supplement without the consent of the Underwriters. The Issuer will advise the Underwriters promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Series 2025 Bonds.

(n) The Issuer has never been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(o) Other than as disclosed in the Preliminary Official Statement and the Official Statement, the Issuer has not in the past five (5) years failed to comply in all material respects with any agreement to provide continuing disclosure information pursuant to the Rule.

(p) The Issuer has the authority to finance the costs of the Series 2025 Project.

8. The Closing. At [____] a.m., New York time, on [_____], 2025 (the date of the "Closing"), or at such other time or date to which the Issuer and the Underwriters may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2025 Bonds in book-entry form to the account of the Underwriters, at the offices of DTC in New York, New York, or such other location as determined by the Underwriters and agreed to by the Issuer, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the aggregate purchase price of the Series 2025 Bonds as set forth in Paragraph 1 hereof in Federal Funds to the Issuer. The Issuer shall cause CUSIP identification numbers to be printed on the Series 2025 Bonds, but neither the failure to print such number on any Series 2025 Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the Series 2025 Bonds in accordance with the terms of this Purchase Contract. The Closing shall occur at the offices of the Issuer in Winter Garden, Florida, or such other place to which the Issuer and the Underwriters shall have mutually agreed. The Series 2025 Bonds shall be made available to the Underwriters no less than 24 hours before the Closing for purposes of inspecting and packaging. The Series 2025 Bonds shall be prepared and delivered as fully registered Series 2025 Bonds registered in such names and denominations as the Underwriters shall so designate not less than one day prior to the Closing.

9. Closing Conditions. The Underwriters have entered into this Purchase Contract in reliance upon the representations, warranties, covenants and agreements of the Issuer contained herein and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2025 Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder, and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations, warranties, covenants and agreements of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of Closing, this Purchase Contract, the Resolution and the Disclosure Dissemination Agent Agreement shall be in full force and effect and shall not have been amended, modified or supplemented since the date hereof, and the Official Statement as delivered to the Underwriters shall not have been supplemented or amended, except in any such case as may have been approved by the Underwriters;

(c) At the time of the Closing, all official action of the Issuer relating to this Purchase Contract, the Series 2025 Bonds, the Resolution and the Disclosure Dissemination Agent Agreement taken shall be in full force and effect and shall not have been amended,

modified or supplemented, except for amendments, modifications or supplements which have been approved by the Underwriters prior to the Closing;

(d) At the time of the Closing, except as contemplated by the Preliminary Official Statement and the Official Statement, there shall have been no material adverse change in the financial condition of the Issuer;

(e) At or prior to the Closing, the Underwriters shall have received copies of each of the following documents:

(1) An opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, dated the date of the Closing and addressed to the Issuer, in substantially the form attached as Appendix F to the Official Statement, and a reliance letter pertaining thereto addressed to the Underwriters;

(2) An opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, dated the date of the Closing and addressed to the Issuer and the Underwriters, in such form as is mutually and reasonably acceptable to the Issuer, the Underwriters and Bond Counsel, (i) to the effect that the statements contained in the Official Statement under the captions "INTRODUCTION," "DESCRIPTION OF THE SERIES 2025 BONDS" (excluding the subsection "Book-Entry Only System" and the information thereunder relating to DTC and its system of book-entry registration), "SECURITY FOR THE BONDS" and "TAX MATTERS," insofar as such information purports to summarize portions of the Resolution, the Series 2025 Bonds, the Act, and Federal tax law, constitute a fair and accurate summary of the information purported to be summarized therein (all such opinions referred to in this clause (i) exclude financial, statistical and demographic information contained in such Official Statement and information related to DTC), (ii) to the effect that the Series 2025 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended and (iii) to the effect that the Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

(3) An opinion, dated the date of the Closing and addressed to the Issuer, the Underwriters and Bond Counsel of Fishback Dominick LLP in its capacity as City Attorney, in substantially the form attached hereto as Exhibit C;

(4) An opinion, dated the date of the Closing and addressed to the Issuer, of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Disclosure Counsel, to the Issuer, dated the Date of Closing and either addressed to the Underwriters and the Issuer or accompanied by a letter addressed to the Underwriters indicating that it may rely on said opinion as if it were addressed to them, in form and substance acceptable to the Issuer and the Senior Managing Underwriter to the effect that (A) the Series 2025 Bonds are exempt from the registration requirements of the 1933 Act and the Resolution is exempt from qualification under the Trust Indenture Act; (B) nothing has come to the attention of the attorneys in their firm rendering legal services in accordance with this representation which leads them to believe that either the Preliminary Official Statement (as of its date) or the Official Statement (as of the date hereof and as of the Date of Closing) contained or contains any untrue statements of material facts or omit to state any material facts required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that no opinion need be expressed regarding historical or projected financial information,

demographic, statistical or operating data or information included in the Preliminary Official Statement or Official Statement, including but not limited to appendices, schedules and exhibits thereto, or any information about The Depository Trust Company and its book-entry system of registration, and (C) under existing law, the Continuing Disclosure Agreement satisfies the requirements of Section (b)(5)(i) of the Rule for an undertaking to provide certain annual financial information and event notices to various information repositories as required by the Rule;

(5) An opinion, dated the date of Closing, of GrayRobinson, P.A., Tampa, Florida, Underwriters' Counsel, in form and substance satisfactory to the Senior Managing Underwriter.

(6) A certificate dated the date of Closing and signed by the Mayor or Mayor Pro Tem of the Issuer, or such other official satisfactory to the Underwriters, and in form and substance satisfactory to the Underwriters, to the effect that (A) the representations, warranties and covenants of the Issuer contained herein are true and correct to the best of his or her knowledge and belief in all material respects and are complied with as of the date of Closing, and (B) the Mayor or Mayor Pro Tem has no knowledge or reason to believe that the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement as of its date, and as of the date of Closing (other than the information provided by DTC and the Underwriters as to which no certification need by given), as to factual matters, contains any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Official Statement is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading;

(7) Certified copies of the Resolution and the Rate Instrument;

(8) Executed copies of the Disclosure Dissemination Agent Agreement and this Purchase Contract;

(9) Evidence of ratings by [_____] of "[_____]" ([_____] outlook) and [_____] of "[____]" ([_____] outlook) on the Series 2025 Bonds;

(10) A certificate of an authorized representative of U.S. Bank Trust Company, National Association (the "Bank"), as Registrar and Paying Agent, to the effect that (A) the Bank is a national bank duly organized and existing under the laws of the United States of America and is duly authorized to exercise trust powers in the State, (B) the Bank has all requisite authority, power, licenses, permits and franchises, and has full corporate power and legal authority to execute and perform its functions under the Resolution and the Registrar and Paying Agent Agreement, (C) the performance by the Bank of its functions under the Resolution and the Registrar and Paying Agent Agreement will not result in any violation of the Articles of Association or Bylaws of the Bank, any court order to which the Bank is subject or any agreement, indenture or other obligation or instrument to which the Bank is a party or by which the Bank is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Bank is required to be obtained by the Bank in order to perform its functions under the Resolution and the Registrar and Paying Agent Agreement, (D) to the best of such authorized representative's knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or, to his or her knowledge, threatened against or affecting the Bank wherein an unfavorable

decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Bank to perform its obligations under the Resolution and the Registrar and Paying Agent Agreement, and (E) the Series 2025 Bonds have been authenticated in accordance with the terms of the Resolution.

(11) A certificate of Carollo Engineers, Inc. (the "Consulting Engineer") in a form reasonably acceptable to the Issuer and the Senior Managing Underwriter to the effect that (A) the Consulting Engineer is a firm of professional engineers, (B) the Consulting Engineer consents to the use of its name in the Preliminary Official Statement and Official Statement and the inclusion therein as Appendix E of its Consulting Engineer's Report for Series 2025 Revenue Bonds (the "Consulting Engineer's Report"), (C) the information in the Preliminary Official Statement and the Official Statement, including Appendix E thereto, relating to the Consulting Engineer, the System, opinions or conclusions attributable to the Consulting Engineer or the Consulting Engineer's Report is correct in all material respects and does not omit any material statement, which in its opinion, should be included or referred to therein, (D) the conclusions attributable to the Consulting Engineer in the Preliminary Official Statement and Official Statement and in the Consulting System Engineer's Report are reasonable, (E) the assumptions used in the Consulting System Engineer's Report are reasonable, and (F) as of the date of such certificate, the Consulting Engineer is not aware of any change in matters or circumstances since the date of its Consulting Engineer's Report which would cause such Report or the information in the Preliminary Official Statement or the Official Statement attributable to the Consulting Engineer to contain any untrue statement of a material fact or omit or fail to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(12) A certificate of Raftelis Financial Consultants, Inc. (the "Feasibility Consultant") in a form reasonably acceptable to the Issuer and the Senior Managing Underwriter to the effect that the information in the Preliminary Official Statement and the Official Statement attributable to them, including but not limited to the information in the section therein entitled "THE SYSTEM" and "APPENDIX D – FINANCIAL FEASIBILITY REPORT" attached thereto does not contain any untrue statement of a material fact or omit or fail to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and such firm consents to the inclusion of the Financial Feasibility Report in the Preliminary Official Statement and the Official Statement and to the references to such firm in the Preliminary Official Statement and the Official Statement.

(13) Such additional legal opinions, certificates, instruments and other documents as the Underwriters may reasonably request.

All of the evidence, opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriters with such exceptions and modifications as shall be approved by the Senior Managing Underwriter and as shall not in the opinion of the Senior Managing Underwriter materially impair the investment quality of the Series 2025 Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2025 Bonds contained in this Purchase Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2025 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the Issuer shall return the Good Faith Wire referred to in Paragraph 6 and the respective obligations of the Issuer and the Underwriters set forth in Paragraph 10 hereof shall continue in full force and effect.

10. Termination. The Underwriters may terminate this Purchase Contract, without liability therefor, by notification to the Issuer, if at any time subsequent to the date of this Purchase Contract at or prior to the Closing:

(a) Legislation shall be enacted by the Congress of the United States, or a bill introduced (by amendment or otherwise) or favorably reported or passed by either the House of Representatives or the Senate of the Congress of the United States or any committee of the House or Senate, or a conference committee of such House and Senate makes a report (or takes any other action), or a decision by a court of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or fiscal action shall be issued or proposed by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency with respect to or having the purpose or effect of changing directly or indirectly the federal income tax consequences of interest on the Series 2025 Bonds in the hands of the holders thereof (including imposition of a not previously existing minimum federal tax which includes tax-exempt interest in the calculation of such tax), which materially adversely affects the market price or the marketability of the Series 2025 Bonds.

(b) Any legislation, rule or regulation shall be introduced in, or be enacted by any department or agency in the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market for the Series 2025 Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2025 Bonds.

(c) Any amendment to the Official Statement is proposed by the Issuer or deemed necessary by Bond Counsel or Disclosure Counsel or the Underwriters pursuant to Section 2(c) hereof which materially adversely affects the market for the Series 2025 Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2025 Bonds to be purchased by them.

(d) Any fact shall exist or any event shall have occurred which makes the Preliminary Official Statement, in the form as originally approved by the City Commission, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) There shall have occurred any outbreak or escalation of hostilities or any national or international calamity or crisis, financial or otherwise which (i) materially adversely affects the market for the Series 2025 Bonds or the sale of the Series 2025 Bonds, at the contemplated offering prices, by the Underwriters or (ii) causes a material disruption in the municipal bond market and as, in the judgment of the Underwriters, would make it impracticable for them to market the Series 2025 Bonds or to enforce contracts for the sale of the Series 2025 Bonds (it being agreed to by the parties hereto that no such hostilities, calamity or crisis is occurring as of the date hereof that had a material effect upon the marketability of the Series 2025 Bonds).

(f) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction materially adversely affects the market or marketability of the Series 2025 Bonds or the ability of Underwriters to enforce contracts of sale of the Series 2025 Bonds.

(g) Legislation shall be enacted or shall have been favorably reported out of committee or be pending in committee or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which has the effect of requiring the contemplated distribution of the Series 2025 Bonds to be registered under the Securities Act of 1933, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing.

(h) A general banking moratorium shall have been declared by the United States, New York or Florida authorities which materially adversely affects the market for the Series 2025 Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2025 Bonds to be purchased by them.

(i) Any national securities exchange, or any governmental authority, shall impose, as to the Series 2025 Bonds or obligations of the general character of the Series 2025 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters.

(j) A decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Series 2025 Bonds, including the underlying obligations as contemplated by this Purchase Contract or by the Official Statement, or any document relating to the issuance, offering or sale of the Series 2025 Bonds, is or would be in violation of any provision of the federal securities laws on the date of Closing, including the Securities Act, the Exchange Act and the Trust Indenture Act.

(k) Any published rating of the Series 2025 Bonds shall have been downgraded or withdrawn or placed on credit watch with negative outlook by a national rating service, which materially adversely affects the market for the Series 2025 Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2025 Bonds to be purchased by them; or any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Issuer.

(l) Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Series 2025 Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Resolution, the Rate Instrument, this Purchase Contract, the Preliminary Official Statement or the existence or powers of the Issuer with respect to its obligations under the Resolution and this Purchase Contract.

11. Expenses. The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the obligations of the Issuer hereunder including, but not limited to: (a) the cost of preparation, printing or other reproduction of the Resolution; (b) the cost of

preparation and printing of the Series 2025 Bonds; (c) the fees and disbursements of Bond Counsel and Disclosure Counsel; (d) the fees and disbursements of the financial advisor to the Issuer; (e) the fees and disbursements of any experts, consultants or advisors retained by the Issuer, including fees of the auditor, the Paying Agent and Registrar, and of any other experts, advisors or consultants retained to assist the Issuer; (f) fees for bond ratings; (g) the costs of preparing, printing and delivering a reasonable number of copies of the Preliminary Official Statement and the Official Statement and any supplements or amendments to either of them; (h) the cost of preparing, printing and delivery of this Purchase Contract; and (i) the cost of preparing the verification report, if any. The Issuer shall pay for expenses (included in the expense component of the spread) incurred on behalf of the Issuer's employees which are incidental to implementing this Purchase Contract, including, but not limited to, meals, transportation, lodging, and entertainment of those employees, as applicable.

The Underwriters shall pay: (a) all advertising expenses; (b) all other expenses incurred by them or any of them in connection with the public offering of the Series 2025 Bonds, including the fees and disbursements of counsel retained by them; (c) the cost of preparing, printing and delivery of any agreements among the Underwriters; and (d) the cost of all "blue sky" memoranda and related filing fees. In the event that either party shall have paid obligations of the other as set forth in this Section 11, adjustment shall be made at the time of the Closing.

12. Notices. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing at its address set forth above to the attention of the City Attorney's office, and any notice or other communication to be given to the Underwriters may be given by delivering the same in writing to J.P. Morgan Securities, 450 South Orange Avenue, Floor 10, Orlando, Florida 32801, Attention: Mark Weinberg.

13. Parties in Interest. This Purchase Contract is made solely for the benefit of the Issuer and the Underwriters and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of any of the Underwriters; (ii) the delivery of the Series 2025 Bonds pursuant to this Purchase Contract; or (iii) any termination of this Purchase Contract but only to the extent provided by the last part of Section 10 hereof.

14. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2025 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection with such transaction, each Underwriter is acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the Issuer, (iii) the Underwriters have not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to the offering of the Series 2025 Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriters have financial and other interests that differ from those of the Issuer and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2025 Bonds.

15. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Senior Managing Underwriter, in its sole discretion, and the approval of the Senior Managing Underwriter when required hereunder or the

determination of their satisfaction as to any document referred to herein shall be in writing, signed by appropriate officer or officers of the Senior Managing Underwriter and delivered to the Issuer.

16. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Mayor or Mayor Pro Tem and shall be valid and enforceable at the time of such acceptance.

17. Counterparts. This Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

18. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

[Remainder of page intentionally left blank]

19. Florida Law Governs. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of Florida.

Very truly yours,

J.P. MORGAN SECURITIES LLC

By:_____
Name: Mark Weinberg
Title: Executive Director

Accepted by:

CITY OF WINTER GARDEN, FLORIDA

(SEAL)

By:_____
Name: John Rees
Title: Mayor/Commissioner

ATTEST:

By:_____
Name: Angela Grimmage, CMC
Title: City Clerk

EXHIBIT A

$[_____]
CITY OF WINTER GARDEN, FLORIDA
Water and Wastewater Revenue Bonds, Series 2025

$[_____] Serial Series 2025 Bonds

Maturity (October 1)	Amount	Interest Rate	Price	Yield
	$	%		

$_____ _____% Term Series 2025 Bonds due October 1, _____ - Price ____ - Yield ___%

REDEMPTION PROVISIONS

[TO COME}

EXHIBIT B

$[_____]
CITY OF WINTER GARDEN, FLORIDA
Water and Wastewater Revenue Bonds, Series 2025

DISCLOSURE STATEMENT

[_____], 2025

City Commission of the
City of Winter Garden, Florida

Ladies and Gentlemen:

In connection with the proposed issuance by the City of Winter Garden, Florida (the "Issuer") of the issue of bonds referred to above (the "Series 2025 Bonds"), J.P. Morgan Securities LLC, on behalf of itself and Raymond James & Associates, Inc. (collectively, the "Underwriters"), have agreed to underwrite a public offering of the Series 2025 Bonds. Arrangements for underwriting the Series 2025 Bonds will include a Purchase Contract between the Issuer and the Underwriters.

The purpose of this letter is to furnish, pursuant to the provisions of Sections 218.385(2), (3) and (6), Florida Statutes, certain information in respect to the arrangement contemplated for the underwriting of the Series 2025 Bonds as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriters in connection with the issuance of the Series 2025 Bonds are set forth on Schedule I attached hereto.

(b) There are no "finders," as that term is defined in Section 218.386, Florida Statutes, connected with the issuance of the Series 2025 Bonds.

(c) The amount of underwriting spread, including the management fee, expected to be realized is as follows:

	Per $1,000 Bond	Dollar Amount
Average Takedown		
Underwriters' Expenses		
Management Fee		
Total Underwriting Spread		

(d) No other fee, bonus or other compensation is estimated to be paid by the Underwriters in connection with the issuance of the Series 2025 Bonds to any person not regularly employed or retained by the Underwriters.

(e) The name and address of the Underwriters are set forth below:

J.P. Morgan Securities LLC
450 South Orange Ave., Floor 10

Orlando, Florida 32801

Raymond James & Associates, Inc.
807 W. Morse Boulevard, Suite 200
Winter Park, Florida 32789

(f) The Issuer is proposing to issue the Series 2025 to provide funds to (i) finance the costs of various capital improvements, including the acquisition, construction, reconstruction, expansion, replacement and/or equipping to the Issuer's water and wastewater utility system, and (ii) pay costs associated with the issuance of the Series 2025 Bonds.

The Series 2025 Bonds are expected to be repaid over a period of approximately [____] years. At a true interest cost rate of [___]%, total interest paid over the life of the Series 2025 Bonds will be $[_____].

The payment of the principal of, redemption price, if applicable, and interest on the Series 2025 Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon (i) Net Revenues (as defined in the hereinafter defined Resolution), (ii) Connection Fees (as defined in the hereinafter defined Resolution) and (ii) until applied in accordance with the provisions of Resolution No. [____] adopted by the City Commission of the Issuer (the "City Commission) on [_____], 2025, as amended and supplemented, and as particularly supplemented by Resolution No. [___] adopted by the City Commission on [_____], 2025 (collectively, the "Resolution"), all moneys, including investments thereof, in certain funds and accounts established under the Resolution (collectively, the "Pledged Funds"). Authorizing the Series 2025 Bonds will result in an average of approximately $[_____] of Pledged Funds not being available to finance the other services of the Issuer in any year for approximately [____] years.

[Remainder of page intentionally left blank.]

We understand that the Issuer does not require any further disclosure from the Underwriters, pursuant to Sections 218.385(2), (3) and (6), Florida Statutes.

Very truly yours,

J.P. MORGAN SECURITIES LLC

By:_____
Name: Mark Weinberg
Title: Executive Director

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITERS

	Per Bond	Dollar Amount
TOTAL		

EXHIBIT C

FORM OF OPINION OF CITY ATTORNEY

_____, 2025

City Commission
of the City of Winter Garden, Florida

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

J.P, Morgan Securities LLC,
as representative of the other
underwriters listed in the Official Statement
Orlando, Florida

Re: $_____ City of Winter Garden, Florida
Water and Wastewater Revenue Bonds, Series 2025

Ladies and Gentlemen:

This firm serves as City Attorney for the City of Winter Garden, Florida (the "City"). This opinion is being furnished to you in connection with the issuance and sale by the City of Winter Garden, Florida (the "Issuer") of its $[_____] Water and Wastewater Revenue Bonds, Series 2025 dated as of [_____], 2025 (the "Series 2025 Bonds"). The payment of the principal of, redemption price, if applicable, and interest on the Series 2025 Bonds and Additional Bonds hereafter issued shall be secured forthwith equally and ratably by a pledge of and lien upon (i) Net Revenues (as defined in the hereinafter defined Resolution), (ii) Connection Fees (as defined in the hereinafter defined Resolution) and (ii) until applied in accordance with the provisions of Resolution No. [____] adopted by the City Commission of the Issuer (the "City Commission) on [_____], 2025, as amended and supplemented, and as particularly supplemented by Resolution No. [___] adopted by the City Commission on [_____], 2025 (collectively, the "Resolution"), all moneys, including investments thereof, in certain funds and accounts established under the Resolution (collectively, the "Pledged Funds").

All terms used herein in capitalized form and not otherwise defined herein shall have the same meaning as ascribed to them under the Resolution and/or the Purchase Contract (hereinafter defined). The Series 2025 Bonds, the Resolution and Purchase Contract are sometimes herein collectively referred to as the “Bond Documents.”

We render no opinion concerning the determination of taxability of the Series 2025 Bonds. We render no opinion on the Federal and State of Florida tax-exempt status of the interest income, documentary taxes and intangible taxes arising from the Series 2025 Bonds and this transaction. We render no opinion on any tax-related document or matters related to the transaction contemplated by the Bond Documents. We render no opinion concerning state and federal securities laws. We are not the Bond Counsel for this transaction, thus this opinion letter is not and shall not constitute the Bond Counsel opinion pursuant to the Bond Documents. We render no opinion concerning any matters assigned to or assumed by Bond Counsel pursuant to the Bond Documents, or otherwise.

As to questions of fact material to our opinion, we have relied upon representations of the City

contained in the Bond Documents and in the certified proceedings and other certifications and statements of City officials and employees furnished to us, without undertaking to verify the accuracy, completeness, adequacy, or fairness of such statements by independent examination, investigation, inspection or inquiry. We have not undertaken independent audit, examination, investigation, inspection or inquiry of such matters or any other statements and certifications made by the City and its officials, employees and agents, and we have relied solely on the representations, facts, and circumstances described in such proceedings, statements and certifications.

We render no opinion concerning the City's financial stability, revenues, expenses, existing notes and obligations, and financial ability to make payments under the Bond Documents, the Series 2025 Bonds, and the City's other notes, bonds, and obligations. We render no opinion concerning the truthfulness, accuracy or validity of any statements and/or representations (whether oral or written) made by the Mayor, City Clerk, City Manager, Finance Director, financial advisor, Bond Counsel, or any other City representative made in connection with or in the Bond Documents and various certificates or any other document related to the transaction contemplated by the Bond Documents. Except for the Bond Documents herein identified, we render no opinion concerning any other documents related to this transaction.

We have assumed the genuineness of the signatures on all Bond Documents, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies. Our opinions set forth in this letter are limited to the law of the State of Florida and we express no opinion with respect to the laws of any other state or jurisdiction. Our opinions set forth in this letter are based upon the facts in existence and laws in effect on the date hereof and we expressly disclaim any obligation to update our opinions herein, regardless of whether changes in such facts or laws come to our attention after the delivery hereof. Our opinions set forth in this letter are limited to the law of the State of Florida and we express no opinion with respect to the laws of any other state or jurisdiction.

In the capacity of City Attorney, we have examined all proceedings of the Issuer in connection with the authorization, issuance and sale of the Series 2025 Bonds, including the Resolution which was adopted pursuant to the authority and in compliance with the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Issuer and other applicable provisions of law (the "Act"). We have also reviewed the Purchase Contract dated [_____], 2025, between the Issuer and J.P. Morgan Securities LLC, on behalf of itself and Raymond James & Associates, Inc. (the "Purchase Contract") and the Continuing Disclosure Certificate dated as of [_____], 2025 by the Issuer (the "Continuing Disclosure Certificate"). We have also made such investigation and have examined such other ordinances, resolutions, certificates, documents, public records and proceedings as we have deemed relevant and necessary in rendering the opinions expressed below.

Based upon and subject to the foregoing and the qualifications, limitations, exceptions and assumptions set forth herein, we are of the opinion that:

1. The Issuer is a municipal corporation of the State of Florida, duly created and validly existing under the Constitution and laws of the State of Florida.

2. The Resolution was duly adopted by the Issuer, and has not been modified after its last date of adoption or enactment, as the case may be, as described above. The Resolution remains in full force and effect as of the date hereof and no event has occurred that constitutes or would, with the passage of time, give rise to a breach of the covenants contained therein or a default or inability of the Issuer to perform thereunder.

3. The Issuer is duly authorized and entitled to issue the Series 2025 Bonds, the Series 2025

Bonds have been duly and validly issued in accordance with the Constitution and laws of the State of Florida, including the Act, and all conditions precedent to the delivery of the Series 2025 Bonds have been fulfilled. The Series 2025 Bonds have been duly sold in accordance with all requirements of law, and the Issuer has full power and authority to execute and deliver each agreement or document provided for or contemplated by the Resolution, including, without limitation, the Purchase Contract, the Continuing Disclosure Certificate and the Official Statement (hereinafter defined). The Resolution, the Rate Instrument, the Series 2025 Bonds and each such agreement and document, including, without limitation, the Purchase Contract, the Continuing Disclosure Certificate and the Official Statement have been duly authorized, executed and delivered by the Issuer, constitute valid and legally binding obligations of the Issuer, enforceable in accordance with their terms, and have not been modified after the respective dates of adoption or execution except in accordance with the Resolution.

4. The Series 2025 Bonds are limited obligations of the Issuer payable solely from the Pledged Funds to the extent and in the manner provided in the Resolution. Neither the general credit nor the taxing power of the Issuer, the State of Florida or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Series 2025 Bonds.

5. All authorizations, approvals, consents or other orders of governmental authorities or agencies that are required in connection with the authorization, execution and delivery by the Issuer of the Series 2025 Bonds, the due adoption of the Resolution, and all other agreements or documents provided for or contemplated by the Resolution for the execution, issuance, sale and delivery of the Series 2025 Bonds have been obtained and are in full force and effect, and no additional or further approvals, consents or authorizations of any governmental or public agency or authority not already obtained and currently able to be obtained are required by law or by the Issuer in the performance by the Issuer of its obligations under the Resolution, the Series 2025 Bonds or the contracts and agreements provided for therein or contemplated thereby.

6. The authorization, execution, delivery, receipt and performance of all agreements and documents provided for or contemplated by the Resolution does not violate any applicable judgment or order of any court and do not conflict or result in a breach or violation of any of the terms or provisions, or constitute a default under, any indenture, agreement or other instrument to which the Issuer is subject, nor do such actions result in any violation of the provisions of any ordinance, resolution or indenture of the Issuer or any order, rule or regulation applicable to the Issuer, of any court or of any federal, state, or other regulatory authority or governmental body having jurisdiction over the Issuer or any federal or state statute, order, rule or regulation applicable to the Issuer.

7. The final Official Statement dated [_____], 2025, pertaining to the issuance of the Series 2025 Bonds, as supplemented (the "Official Statement") has been duly authorized, approved, executed and delivered by the Issuer.

8. Except as disclosed in the Preliminary Official Statement dated [_____], 2025 (the "Preliminary Official Statement") and the final Official Statement, to the best of our knowledge, there is no action, suit, or proceeding pending or, to the best of our knowledge, threatened, or any investigation at law or in equity, in any court, public board or body against or affecting the Issuer, in any way (a) restraining or enjoining the issuance, sale or delivery of any of the Series 2025 Bonds; or (b) questioning or affecting the validity of the Series 2025 Bonds, the Resolution, the Rate Instrument or the pledge by the Issuer of the Pledged Funds as provided under the Resolution; or (c) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution, registration, issuance or delivery of the Series 2025 Bonds; or (d) questioning or affecting the organization or existence of the Issuer or its Board or the entitlement to office of the officers thereof.

9. To the best of our knowledge after due inquiry, the Issuer is not in material breach of or material default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, material resolution, material agreement or other material instrument to which the Issuer is a party or to which the Issuer is otherwise subject and which would materially adversely affect the legal ability of the Issuer to perform its obligations under the Bond Documents.

10. Based upon my participation in the preparation of the Preliminary Official Statement and the Official Statement as the Issuer Attorney and without having undertaken to determine independently the accuracy, completeness or fairness of the statements therein, as to legal matters specifically opined to within this opinion letter, I have no reason to believe that the Preliminary Official Statement as of its date and as of the date of the Purchase Contract, and the Official Statement as of its date and as of the date hereof contain an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for information provided by DTC and financial and statistical data as to which no opinion is expressed).

11. The Issuer has the authority to finance the Series 2025 Project and the use of the proceeds of the Series 2025 Bonds for such purpose has been duly authorized.

All opinions as to the enforceability of the legal obligations of the Issuer set forth herein are subject to and limited by (a) bankruptcy, insolvency, reorganization, moratorium, and similar laws in each case relating to or affecting the enforcement of creditor's rights generally, and other general principles of equity and (b) the unavailability of, or limitation on the availability of, a particular right or remedy (whether in a proceeding in equity or at law) because of an equitable principle or a requirement as to commercial reasonableness, conscionability or good faith.

This opinion is solely for the benefit of the addressees hereof and their successors and assigns in connection with the execution and issuance of the Series 2025 Bonds. This opinion may not be relied upon in any manner by any other entity or person without the undersigned's prior written consent. Delivery of this opinion to parties other than the City does not create an attorney-client relationship between this firm and such parties. No other opinion should be inferred beyond the matters expressly stated herein. The opinions expressed herein represent professional judgment, and are not a guarantee of result.

Sincerely yours,
Fishback Dominick LLP

_____
By: A. Kurt Ardaman, Esq.
[or Daniel W. Langley, Esq.]
City Attorney

EXHIBIT D

$[_____]
CITY OF WINTER GARDEN, FLORIDA
Water and Wastewater Revenue Bonds, Series 2025

ISSUE PRICE CERTIFICATE

J.P. Morgan Securities LLC (the "Representative"), on behalf of itself and Raymond James & Associates, Inc. (collectively, the "Underwriters") for the bonds identified above (the "Issue"), issued by the City of Winter Garden, Florida (the "City"), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

All capitalized terms not defined in this Certificate have the meanings set forth in the City's Certificate Relating to Tax, Arbitrage and other Matters (the "Tax Certificate").

(1) **Issue Price**.

(A) As of the date of this certificate, for each Maturity of the Issue other than the Hold-the-Offering-Price Maturities (the "General Rule Maturities"), the first price at which at least 10% of such Maturity of the Issue was sold to the Public is the respective price listed in Schedule A attached hereto.

(B) **[The Underwriters offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date.]** A copy of the pricing wire or equivalent communication for the Issue is attached to this Certificate as Schedule B.

(C) **As set forth in the Purchase Contract for the Issue, the Representative has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold bonds of such Maturity to any person at a price that is higher than the Sale Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.**

(D) Definitions.

["Hold-the-Offering-Price Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

"Holding Period" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Selling Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Sale Price for such Hold-the-Offering-Price Maturity.]

"Maturity" means bonds of the Issue with the same credit and payment terms. Bonds of the Issue with different maturity dates, or bonds of the Issue with the same maturity date but different stated interest rates, are treated as separate Maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Selling Underwriter or a related party to a Selling Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

"Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the bonds. The Sale Date of the Issue is [_____], 2025.

"Selling Underwriter" means any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, including but not limited to the Underwriters, and (iii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (ii) of this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Issue to the Public).

All capitalized terms not defined in this Certificate have the meanings set forth in the City's Certificate Relating to Tax, Arbitrage and Other Matters (the "Tax Certificate").

(2) **Yield**. The Yield on the Issue is [_____]%, being the discount rate that, when used in computing the present worth of all payments of principal and interest to be paid on the Issue, computed on the basis of a 360-day year and semi-annual compounding, produces an amount equal to the Issue Price of the Issue as stated in paragraph (1) computed with the adjustments stated in paragraph (5). Such Yield has been calculated using industry standard software.

(3) **Weighted Average Maturity**. The weighted average maturity (defined below) of the Issue is [_____] years. The weighted average maturity of an issue is equal to the sum of the products of the issue price of each maturity of the issue and the number of years to the maturity date of the respective maturity (taking into account mandatory but not optional redemptions), divided by the issue price of the entire Issue.

(4) **Underwriters' Discount**. The Underwriters' discount is $[_____], being the amount by which the aggregate Issue Price (as set forth in paragraph (1)) exceeds the price paid by the Underwriters to the City for the Issue.

(5) **Premium Maturities Subject to Optional Redemption**. The Maturities that mature in the years [_____] through and including [_____] are the only Maturities that are subject to optional redemption before maturity and have an Initial Offering Price or Sale Price, as applicable, that exceeds their stated redemption price at maturity by more than one fourth of 1% multiplied by the product of their stated redemption price at maturity and the number of complete years to their first optional redemption date. Accordingly, in computing the Yield on the Issue stated in paragraph (2), each such Maturity was treated as retired on its optional redemption date or at maturity to result in the lowest yield on that Maturity. No Maturity is subject to optional redemption within five years of the Issuance Date of the Issue.

(6) **No Stepped Coupon Maturities**. No Maturity bears interest at an increasing interest rate.

The signer is an officer of the Representative and duly authorized to execute and deliver this Certificate for itself and as representative of the Underwriters. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Nabors, Giblin & Nickerson, P.A., as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Issue.

Dated: [_____], 2025

J.P. MORGAN SECURITIES LLC, as representative on behalf of the Underwriters

By:_____
Name:_____
Its:_____

SCHEDULE A

[INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING PRICE MATURITIES]

SALE PRICES OF THE GENERAL RULE MATURITIES

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2025

NEW ISSUE - FULL BOOK ENTRY **See "Ratings" herein**

In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions described herein under "TAX MATTERS," interest on the Series 2025 Bonds is (a) excludable from gross income of the owners thereof for federal income tax purposes except as otherwise described herein under the caption "TAX MATTERS," and (b) not an item of tax preference for purposes of the federal alternative minimum tax; provided, however, with respect to certain corporations, interest on the Series 2025 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. See "TAX MATTERS" herein for a general discussion of Bond Counsel's opinion and other tax considerations.

[LOGO]

$[PAR]*
CITY OF WINTER GARDEN, FLORIDA
WATER AND WASTEWATER REVENUE BONDS, SERIES 2025

Dated: Date of Delivery **Due: August 1, as shown on the inside cover**

The City of Winter Garden, Florida Water and Wastewater Revenue Bonds, Series 2025 (the "Series 2025 Bonds") are being issued by Winter Garden, Florida (the "City") as fully registered bonds, without coupons, in denominations of $5,000 or any integral multiple thereof. Interest on the Series 2025 Bonds is payable semiannually on each February 1 and August 1, commencing on August 1, 2025, and will be payable by check or draft of U.S. Bank Trust Company, National Association Jacksonville, Florida, as Paying Agent, mailed to the holder in whose name such Series 2025 Bond shall be registered, at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding the applicable interest payment date or, at the request of such holder, by bank wire transfer to the account of such holder. Principal and premium, if any, of the Series 2025 Bonds is payable to the holder thereof upon presentation and surrender at the designated office of the Paying Agent. Upon initial issuance, the Series 2025 Bonds will be registered in the name of and held by Cede & Co. as nominee for The Depository Trust Company ("DTC"), an automated depository for securities and a clearinghouse for securities transactions. So long as DTC or Cede & Co. is the registered owner of the Series 2025 Bonds, payments of the principal of and interest on the Series 2025 Bonds will be wired directly to DTC or Cede & Co., which is to remit such payments to the Participants (as defined herein), which in turn are to remit such payments to the Beneficial Owners (as defined herein) of the Series 2025 Bonds. See "DESCRIPTION OF THE SERIES 2025 BONDS – Book-Entry Only System" herein.

The Series 2025 Bonds are subject to redemption prior to their stated maturities as set forth herein.

The Series 2025 Bonds are being issued to provide funds sufficient to (i) finance and/or reimburse the costs of various capital improvements, including the acquisition, construction, reconstruction, expansion, replacement and/or equipping of the City's water and wastewater utility system (the "Series 2025 Project"), (ii) capitalize a portion of the interest on the Series 2025 Bonds, (iii) fund a debt service reserve account, and (iv) pay certain costs and expenses relating to the issuance of the Series 2025 Bonds.

The Series 2025 Bonds are issued pursuant to and under the authority of the Constitution of the State of Florida, particularly Chapter 166, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law (collectively, the "Act"), and under and pursuant to Resolution No. 25-04 adopted by the City Commission (the "City Commission") on March 13, 2025, as it may be amended and supplemented from time to time (the "Bond Resolution").

The Series 2025 Bonds are payable solely from and secured by a lien upon and pledge of the Net Revenues and Connection Fees of the System, as such terms are described herein (together with amounts on deposit in certain funds and accounts created in the Bond Resolution, collectively, the "Pledged Funds").

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

THE SERIES 2025 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS, IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION NO HOLDER OF ANY SERIES 2025 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2025 BOND, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2025 BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION. THE SERIES 2025 BONDS AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON THE SYSTEM OR ANY OTHER PROPERTY OF THE CITY, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE SOLELY FROM, PLEDGED FUNDS.

The Series 2025 Bonds are offered when, as, and if issued and accepted by the Underwriters, subject to the approval of legality by Nabors, Giblin & Nickerson, P.A.,

Tampa, Florida Bond Counsel. Certain legal matters will be passed upon for the City by A. Kurt Ardaman, Esq., City Attorney, and by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriters by GrayRobinson, P.A., Tampa, Florida, Counsel to the Underwriters. PFM Financial Advisors LLC, Orlando, Florida, is serving as Financial Advisor to the City. It is expected that the Series 2025 Bonds in definitive form will be available for delivery to the Underwriters in New York, New York at the facilities of DTC on or about April __, 2025.

J.P. Morgan

Raymond James

Dated: **[**_____**]**, 2025

---

* Preliminary, subject to change.

**$[PAR]*
CITY OF WINTER GARDEN, FLORIDA
WATER AND WASTEWATER REVENUE BONDS, SERIES 2025**

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS

$[PAR]* Serial Series 2025 Bonds

Maturity (August 1)*	Principal Amount*	Interest Rate	Yield	Price	Initial CUSIP Numbers**
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					
2053					
2054					

$_____* _____% Term Bond Due August 1, 20__*, Yield _____%, Price _____,
Initial CUSIP No. _____**

$_____* _____% Term Bond Due August 1, 20__*, Yield _____%, Price _____,
Initial CUSIP No. _____**

* Preliminary, subject to change.

** Neither the City nor the Underwriters are responsible for the use of the CUSIP numbers referenced herein nor is any representation made by the City or the Underwriters as to their correctness. The CUSIP numbers provided herein are included solely for the convenience of the readers of this Official Statement. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2025 Bonds as a result of various subsequent actions, including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary markets portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2025 Bonds.

WINTER GARDEN, FLORIDA

CITY COMMISSION
John Rees, Mayor / Commissioner
Lisa L. Bennett, Commissioner
Chloe Johnson, Commissioner
Iliana R. Jones, Commissioner
Colin Sharman, Commissioner

CITY MANAGER
Jon C. Williams

FINANCE DIRECTOR
Laura Zielonka

CITY CLERK
Angee Grimmage

CITY ATTORNEY
A. Kurt Ardaman, Esq.

BOND COUNSEL AND DISCLOSURE COUNSEL
Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

FINANCIAL ADVISOR
PFM Financial Advisors LLC
Orlando, Florida

FINANCIAL FEASIBILITY CONSULTANT
Raftelis Financial Consultants, Inc.
Maitland, Florida

CONSULTING ENGINEER
Carollo Engineers, Inc.
Miami, Florida

No dealer, broker, salesman or other person has been authorized by the City or the Underwriters to give any information or to make any representations in connection with the Series 2025 Bonds, other than as contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2025 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been obtained from the City, DTC and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the Underwriters. The Underwriters listed on the cover page hereof have reviewed the information in this Official Statement in accordance with and as part of their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information. The information and expressions of opinion stated herein are subject to change, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2025 Bonds are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

NO REGISTRATION STATEMENT RELATING TO THE SERIES 2025 BONDS HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION THE "SEC") OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2025 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH

FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

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APPENDIX F - Form of Opinion of Bond Counsel
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OFFICIAL STATEMENT

relating to

$[PAR]*
CITY OF WINTER GARDEN, FLORIDA
WATER AND WASTEWATER REVENUE BONDS, SERIES 2025

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover page and the appendices, is to furnish certain information with respect to the sale of $[PAR]* aggregate principal amount of the Water and Wastewater Revenue Bonds, Series 2025 (the "Series 2025 Bonds") being issued by the City of Winter Garden, Florida (the "City").

The Series 2025 Bonds are issued pursuant to and under the authority of the Constitution of the State of Florida, particularly Chapter 166, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law (collectively, the "Act"), and under and pursuant to Resolution No. 25-04 adopted by the City Commission (the "City Commission") on March 13, 2025, as it may be amended and supplemented from time to time (the "Bond Resolution"). Capitalized terms used but not otherwise defined herein have the same meaning ascribed thereto in the Bond Resolution unless the context would clearly indicate otherwise.

The Series 2025 Bonds are being issued to (i) finance and/or reimburse the costs of various capital improvements, including the acquisition, construction, reconstruction, expansion, replacement and/or equipping of the City's water and wastewater utility system as further described herein (the "Series 2025 Project"), (ii) capitalize a portion of the interest on the Series 2025 Bonds, (iii) fund the Reserve Account, and (iv) pay certain costs and expenses relating to the issuance of the Series 2025 Bonds. See "THE SERIES 2025 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2025 Bonds are payable solely from and secured by a lien upon and pledge of the Net Revenues and Connection Fees of the System, as such terms are defined in the Bond Resolution and described herein (together with amounts on deposit in certain funds and accounts created in the Bond Resolution as more fully described herein, collectively, the "Pledged Funds"). The Series 2025 Bonds and any Additional Bonds (as defined herein) issued under the Bond Resolution are herein collectively referred to as the "Bonds."

* Preliminary, subject to change.

The Series 2025 Bonds are subject to redemption prior to maturity as described herein under "DESCRIPTION OF THE SERIES 2025 BONDS -- Redemption Provisions."

The City has covenanted in the Bond Resolution to provide certain continuing disclosure information pursuant to Rule 15c2-12 of the SEC relating to the Series 2025 Bonds. See "CONTINUING DISCLOSURE" herein.

U.S. Bank Trust Company, National Association, Jacksonville, Florida, shall serve as the initial Paying Agent and Registrar for the Series 2025 Bonds.

Raftelis Financial Consultants, Inc., Maitland, Florida (the "Feasibility Consultant") has been retained by the City to prepare a Financial Feasibility Report (the "Financial Feasibility Report") and Carollo Engineers, Inc., Miami, Florida (the "Consulting Engineer") has been retained by the City to prepare a Consulting Engineer's Report (the "Consulting Engineer's Report," and together with the Financial Feasibility Report, the "Reports") in connection with the issuance of the Series 2025 Bonds. The Financial Feasibility Report is attached hereto as APPENDIX D and the Consulting Engineer's Report is attached hereto as APPENDIX E. **THE REPORTS ARE AN INTEGRAL COMPONENT OF THIS OFFICIAL STATEMENT. PROSPECTIVE INVESTORS SHOULD CLOSELY REVIEW, IN THEIR ENTIRETY, THE REPORTS ATTACHED AS APPENDIX D AND APPENDIX E HERETO PRIOR TO MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SERIES 2025 BONDS**.

Complete descriptions of the terms and conditions of the Series 2025 Bonds are set forth in the Form of the Bond Resolution, which is attached as APPENDIX C to this Official Statement. The descriptions of the Series 2025 Bonds, the documents authorizing and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from the office of the City Clerk, 300 W Plant Street Winter Garden, Florida 34601, telephone (407) 656-4111.

THE SERIES 2025 PROJECT

The Series 2025 Project generally includes the acquisition, construction and equipping of various capital improvements to the System, including but not limited to, the following projects:

Crest Avenue Wastewater Treatment Plant. This portion of the Series 2025 Project includes the expansion of the capacity of the Crest Avenue Wastewater Treatment Facility

("Crest Avenue WWTF") from 4.75 million gallons per day ("MGD") average annual daily flow ("AADF") to 7.5 MGD AADF and improving the effluent quality to reliably meet Association of Water Technologies' standards. Improvements will include converting the existing treatment facility from its existing 5-stage biological treatment to a 5-stage membrane biological reactor ("MBR") design. The MBR process is a combination of a membrane module and an activated sludge bioreactor. The footprint of MBR systems is small compared with conventional suspended growth processes. Several other improvements will be included during this conversion process.

Teacup Springs Sewer Conversion. This portion of the Series 2025 Project includes adding gravity a sewer collection system on roadways in the Teacup Springs area of the City.

See "APPENDIX C – Form of Bond Resolution," "APPENDIX D – Financial Feasibility Report," and APPENDIX E – Consulting Engineer's Report" attached hereto for more information concerning the Series 2025 Project.

DESCRIPTION OF THE SERIES 2025 BONDS

General

The Series 2025 Bonds shall be issued only in fully registered form without coupons in principal denominations of $5,000 each or any integral multiple thereof. The Series 2025 Bonds are dated as of the date of their delivery and bear interest at the rates per annum and mature on the dates set forth on the inside cover page hereof. Interest on the Series 2025 Bonds is payable semiannually on each February 1 and August 1, commencing on August 1, 2025 (the "Interest Dates"). Interest payable on the Series 2025 Bonds on any Interest Date shall be paid by check or draft of U.S. Bank Trust Company, National Association, Jacksonville, Florida, as initial Paying Agent, mailed to the holder in whose name such Series 2025 Bond shall be registered, at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding the applicable Interest Date or, at the request of such holder, by bank wire transfer to the account of such holder. Principal and premium, if any, of the Series 2025 Bonds are payable to the holder thereof upon presentation and surrender at the designated office of the Paying Agent. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2025 Bonds will be issued initially as book-entry obligations and held by The Depository Trust Company ("DTC") as securities depository. The ownership of one fully registered Series 2025 Bond for each maturity as set forth on the inside cover page hereof, in the appropriate aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC. For more information

regarding DTC and DTC's Book-Entry System, see the subheading "Book-Entry Only System" which immediately follows.

Book-Entry Only System

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY BELIEVES TO BE RELIABLE, BUT THE CITY TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2025 BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE SERIES 2025 BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2025 BONDS SHALL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2025 BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2025 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2025 BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2025 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2025 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2025 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY AND UNDERWRITERS NEITHER MAKE NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2025 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic

computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants" and together with the Direct Participants, "Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2025 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them,

subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as defaults, and proposed amendments to the Series 2025 Bond documents. For example, Beneficial Owners of Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Distributions and payments on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of distributions, and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City and/or the Paying Agent for the Series 2025 Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the City or its agent. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2025 Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2025 Bonds will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

Interchangeability, Negotiability and Transfer

So long as the Series 2025 Bonds are registered in the name of DTC or its nominee, the following paragraphs relating to transfer and exchange of beneficial ownership interests in the Series 2025 Bonds will not apply to the Series 2025 Bonds and the transfer and registration of beneficial ownership interests in the Series 2025 Bonds will be governed by the rules and procedures of DTC as generally described under "DESCRIPTION OF THE SERIES 2025 BONDS - Book-Entry Only System," above.

The Series 2025 Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Series 2025 Bonds of the same maturity of any other authorized denominations.

The Series 2025 Bonds issued under the Bond Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in the Bond Resolution and in the Series 2025 Bonds. So long as any of the Series 2025 Bonds shall remain Outstanding the City shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Series 2025 Bonds.

Each Series 2025 Bond shall be transferable only upon the books of the City, at the office of the Registrar, under such reasonable regulations as the City may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or his duly authorized attorney. Upon the transfer of any such Series 2025 Bond, the City shall issue, and cause to be authenticated, in the name of the transferee a new Series 2025 Bond or Series 2025 Bonds of the same aggregate principal amount and maturity as the surrendered Series 2025 Bond. The City, the Registrar and any Paying Agent or fiduciary of the City may deem and treat the Person in whose name any Outstanding Series 2025 Bond shall be registered upon the books of the City as the absolute owner of such Series 2025 Bond, whether such Series 2025 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Series 2025 Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2025 Bond to the extent of the sum or sums so paid and neither the City nor the Registrar nor any Paying Agent or other fiduciary of the City shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to any Series 2025 Bonds, forthwith (a) following the fifteenth day prior to an interest payment date for the Series 2025 Bonds; (b) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Series 2025 Bonds; and (c) at any other time as reasonably requested by the Paying Agent of such Series 2025 Bonds, shall certify and furnish to such Paying Agent the names, addresses and holdings of Series 2025 Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Series 2025 Bond shall effect payment of interest on such Series 2025 Bonds by mailing a check to the Holder entitled thereto or may, in lieu thereof, upon the request and expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Series 2025 Bonds or transferring Series 2025 Bonds is exercised, the City shall execute and deliver Series 2025 Bonds and the Registrar shall authenticate such Series 2025 Bonds in accordance with the provisions of the Bond Resolution. Execution of the Series 2025 Bonds by the Mayor, City Manager and City Clerk (the "Clerk") for purposes of exchanging, replacing or transferring Series 2025 Bonds may occur at the time of the original delivery of the Series 2025 Bonds. All Series 2025 Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the City to be cancelled by the Registrar. For every such exchange or transfer of Series 2025 Bonds, the City or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The City and the Registrar shall not be obligated to make any such exchange or transfer of Series 2025 Bonds during the fifteen days next preceding an Interest Date on the Series 2025 Bonds or, in the case of any proposed redemption of the Series 2025 Bonds, then, for the Series 2025 Bonds subject to redemption, during the fifteen days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

Redemption Provisions

Optional Redemption. The Series 2025 Bonds maturing on or before **[**August**]** 1, **[**2035**]**, are not subject to optional redemption prior to their respective stated dates of maturity. The Series 2025 Bonds maturing after **[**August**]** 1, **[**2035**]** are subject to redemption prior to their respective stated dates of maturity at the option of the City, in whole or in part, from such maturities selected by the City (and by lot within a maturity if less than a full maturity), on **[**August**]** 1, **[**2035**]**, or on any date thereafter, at a Redemption Price equal to 100% of the principal amount of the Series 2025 Bonds so redeemed plus accrued interest to the date fixed for redemption.

Mandatory Redemption. The Series 2025 Bonds maturing on **[**August**]** 1, **[**20__**]** are subject to mandatory redemption in part prior to maturity by lot, in such manner as shall be determined by the Registrar, through Sinking Fund Installments by operation of the Term Bonds Redemption Account, at the Redemption Prices equal to 100% of the principal

amount thereof plus interest accrued to the redemption date, on **[**August**]** 1 of the Sinking Fund Installment Dates in the amount of the Sinking Fund Installments as follows:

Sinking Fund Installment Date	Sinking Fund Installments

[*]Maturity

Notice of Redemption. Notice of any redemption shall specify the Series 2025 Bond or Series 2025 Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the City, and (a) shall be filed with the Paying Agent of such Series 2025 Bonds, and (b) shall be mailed first class, postage prepaid, not less than 20 days prior to the redemption date to all Holders of Series 2025 Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of the date of mailing of such notice. Failure to mail such notice to such depositories or services or the Holders of the Series 2025 Bonds to be redeemed, or any defect therein, shall not affect the proceedings for redemption of Series 2025 Bonds as to which no such failure or defect has occurred. Failure of any Holder to receive any notice as provided in the Bond Resolution shall not affect the proceedings for redemption of such Holder's Bonds. Notice of optional redemption of Series 2025 Bonds shall only be sent if the City reasonably determines it shall have sufficient funds available to pay the Redemption Price of and interest on the Series 2025 Bonds called for redemption on the redemption date.

The City may provide that a redemption may be contingent upon the occurrence of certain condition(s) and that if such condition(s) do not occur the notice of redemption will be rescinded, provided notice of rescission shall be mailed in the manner described above to all affected Series 2025 Bondholders as soon as practicable.

So long as the Series 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC (or in the name of any successor securities depository), notices of redemption shall only be given on behalf of the City to Cede & Co., or any successor securities depository. See "DESCRIPTION OF THE SERIES 2025 BONDS – Book- Entry Only System" herein.

Purchase in Lieu of Redemption. Notwithstanding anything in the Bond Resolution to the contrary, at any time the Series 2025 Bonds are subject to optional redemption pursuant to the Bond Resolution, all or a portion of the Series 2025 Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Paying Agent, as trustee, at the direction of the City, on the date which would be the redemption date if such Series 2025 Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the Redemption Price which would have been applicable to such Series 2025 Bonds on

the redemption date for the account of and at the direction of the City who shall give the Paying Agent, as trustee, notice at least ten days prior to the scheduled redemption date accompanied by an opinion of Bond Counsel to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such Series 2025 Bonds or any other Outstanding Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Series 2025 Bonds in lieu of optional redemption, no notice to the holders of the Series 2025 Bonds to be so purchased (other than the notice of redemption otherwise required under the Bond Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the Redemption Price for such Series 2025 Bonds if such Series 2025 Bonds had been redeemed rather than purchased. Each Series 2025 Bond so purchased shall not be canceled or discharged and shall be registered in the name of the City. The Series 2025 Bonds to be purchased under the Bond Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former holder thereof on the purchase date.

SECURITY FOR THE BONDS

General

The payment of the principal of or Redemption Price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds; provided, however, that a Series of Bonds may be secured independently of any other Series of Bonds by the establishment of a separate subaccount in the Reserve Account for such Series of Bonds or by not being secured in any manner by the Reserve Account as provided in a Supplemental Resolution. The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City.

"Connection Fees" shall mean, collectively, the Wastewater Connection Fees and the Water Connection Fees collected by the City.

"Gross Revenues" shall mean all income and moneys received by the City from the rates, fees, rentals, charges and other income to be made and collected by the City for the use of the products, services and facilities to be provided by the System, or otherwise received by the City or accruing to the City in the management and operation of the System, calculated in accordance with generally accepted accounting principles applicable to public utility systems similar to the System, including, without limiting the generality of the foregoing, (a) moneys deposited from the Rate Stabilization Fund into the Revenue Fund in accordance with the terms hereof, provided any moneys transferred from the Rate

Stabilization Fund into the Revenue Fund within 120 days following the end of a Fiscal Year may be designated by the City as Gross Revenues ("Gross Revenues") of such prior Fiscal Year, (b) proceeds from use and occupancy insurance on the System, and (c) Investment Earnings. "Gross Revenues" shall not include (i) Government Grants, (ii) proceeds of Bonds or other City debt, (iii) moneys deposited to the Rate Stabilization Fund from the Utility Reserve Fund, including any moneys transferred from the Utility Reserve Fund to the Rate Stabilization Fund within 120 days following the end of a Fiscal Year which the City determines not to be Gross Revenues of such prior Fiscal Year, (iv) Connection Fees, (v) any gain or loss from the sale of assets of the System, (vi) any Federal Subsidy Payments, and (vii) any gain resulting from the valuation of investment securities or Hedge Agreements at market value and any other gain that does not require or result in the receipt of cash, and (viii) Special Assessments Proceeds, unless subsequently pledged by Supplemental Resolution. Gross Revenues may include Special Assessments Proceeds and/or other revenues related to the System which are not enumerated in the definition of "Gross Revenues" if so authorized by Supplemental Resolution and if and to the extent the same shall be approved for inclusion by all Insurers and Credit Banks.

"Net Revenues" shall mean Gross Revenues less Operating Expenses.

"Operating Expenses" shall mean the City's expenses for operation, maintenance and repairs with respect to the System and shall include, without limiting the generality of the foregoing, administration expenses, payments for the purchase of materials essential to or used in the operation of the System including bulk purchases of water or wastewater services, fees for the management of the System or any portion thereof, any insurance and surety bond fees, the fees to the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit (but excluding any expenses or reimbursement obligations for draws made thereunder), accounting, legal and engineering expenses, ordinary and current rentals of equipment or other property, refunds of moneys lawfully due to others, payments to others for disposal of wastewater or other wastes, actual payments to pension, retirement, health and hospitalization funds, and any other expenses required to be paid for or with respect to proper operation or maintenance of the System, including appropriate reserves therefor, all to the extent properly attributable to the System in accordance with generally accepted accounting principles applicable to public utility systems similar to the System, and disbursements for the expenses, liabilities and compensation of any Paying Agent or Registrar under the Bond Resolution, but Operating Expenses ("Operating Expenses") do not include any costs or expenses in respect of original construction or improvement other than expenditures necessary to prevent an interruption or continuance of an interruption of service or of Gross Revenues or minor capital expenditures necessary for the proper and economical operation or maintenance of the System, PILOTs, PILOFs, costs of issuance with respect to the issuance of any Bonds to the extent such costs of issuance were paid from proceeds of such Bonds, or any provision for interest, depreciation, amortization or similar charges, or any accruals required to be recognized with respect to pension, retirement, health and hospitalization funds that do not require or result in the expenditure

of cash, or any loss resulting from the valuation of investment securities, Hedge Agreements at market value and any other loss that does not require or result in the expenditure of cash.

"PILOFs" shall mean allocations or transfers made in any Fiscal Year from the Water and Sewer Utility Enterprise Fund of the City to the General Fund of the City which represent payments in lieu of franchise fees that have been adopted and implemented by the City Commission in accordance with applicable law; provided, however, such payments may not exceed 6.00% of that portion of Gross Revenues for such Fiscal Year that were derived from the application of the monthly rates for water, wastewater and reclaimed water utility services (the "PILOF Limit"). Any PILOF amount that exceeds the PILOF Limit shall be considered an Operating Expense hereunder and shall not be considered a PILOF for purposes of the Bond Resolution.

"PILOTs" shall mean allocations or transfers made in any Fiscal Year from the Water and Sewer Utility Enterprise Fund of the City to the General Fund of the City which represent payments in lieu of taxes that have been adopted and implemented by the City Commission in accordance with applicable law; provided, however, such payments may not exceed 2.5% of that portion of Gross Revenues for such Fiscal Year that were derived from the application of the monthly rates for daily water, wastewater and reclaimed water utility services (the "PILOT Limit"). Any PILOT amount that exceeds the PILOT Limit shall be considered an Operating Expense hereunder and shall not be considered a PILOT for purposes of the Bond Resolution.

The City has not currently authorized any PILOTs or PILOFs and does not intend to do so during the Forecast Period.

"Pledged Funds" means (a) the Net Revenues, (b) the Connection Fees and (c) until applied in accordance with the provisions of the Bond Resolution, all moneys, including investments thereof, in the funds and accounts established thereunder, except (i) as for the Rebate Fund, (ii) to the extent moneys therein shall be required to pay the Operating Expenses of the System in accordance with the terms of the Bond Resolution, and (iii) any moneys set aside in a particular subaccount of the Reserve Account if such moneys shall be pledged solely for the payment of a different Series of Bonds for which it was established in accordance with the provisions of the Bond Resolution.

"System" shall mean any and all water production, transmission, treatment and distribution facilities, and wastewater collection, transmission, treatment and disposal facilities, including reclaimed water facilities, now owned or hereafter owned by the City, which System shall also include any and all improvements, extensions and additions thereto hereafter constructed or acquired either from the proceeds of Bonds or from any other sources, together with all property, real or personal, tangible or intangible, now or hereafter owned or used in connection therewith, including all contractual rights, rights to capacity and obligations or undertakings associated therewith. "System" shall also include

any stormwater utility, reclaimed water facilities or any other utility facilities if and to the extent the City determines by Supplemental Resolution to include such utility or facilities within the System as described herein.

"Water Connection Fees" shall mean the fees and charges, if any, which relate to acquiring, constructing, equipping or expanding the capacity of the water facilities of the System for the purpose of paying or reimbursing the equitable share of the capital cost relating to such acquisition, construction, expansion or equipping of capacity of the water facilities of the System or expansion thereof in order to serve new users of the water facilities of the System, to the extent the same are lawfully levied, collected and pledged. "Water Connection Fees" include those fees and charges currently known under Florida law as "impact fees" but shall not include fees and charges imposed for the cost of physically hooking up or connecting to the System.

"Wastewater Connection Fees" shall mean the fees and charges, if any, which relate to acquiring, constructing, equipping or expanding the capacity of the wastewater facilities of the System for the purpose of paying or reimbursing the equitable share of the capital cost relating to such acquisition, construction, expansion or equipping of capacity of the wastewater facilities of the System or expansion thereof in order to serve new users of the wastewater facilities of the System, to the extent the same are lawfully levied, collected and pledged. "Wastewater Connection Fees" include those fees and charges currently known under Florida law as "impact fees" but shall not include fees and charges imposed for the cost of physically hooking up or connecting to the System.

Generally, under Florida law, impact fees such as the Connection Fees may be validly imposed against new construction or development in order to fund capital improvements or capacity which are necessitated by such new construction or development to satisfy debt service for the bonds or other obligations issued for such purposes. Proceeds of such Connection Fees may be used only for the capital improvements or capacity attributable to the new construction or development or to pay associated debt service.

Pursuant to law in certain circumstances the City may have to grant credits towards Connection Fees to offset land donations or public infrastructure improvements funded by private development and accept such credits in lieu of collecting Connection Fees. Further, the City may waive Connection Fees for certain developments for economic development purposes or other valid municipal purposes.

IMPACT FEE REVENUES SUCH AS THE CONNECTION FEES FLUCTUATE WITH THE AMOUNT OF NEW CONSTRUCTION OR DEVELOPMENT WHICH OCCURS WITHIN THE AREAS OF THE CITY SERVED BY THE SYSTEM. THEREFORE, THERE CAN BE NO ASSURANCES THAT SUCH REVENUE WILL NOT DECREASE OR BE ELIMINATED ALTOGETHER IN THE EVENT THAT NEW CONSTRUCTION, FOR WHATEVER REASON, MIGHT DECREASE OR CEASE ALTOGETHER WITHIN AREAS OF THE CITY SERVED BY THE SYSTEM.

THE SERIES 2025 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS, IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION. NO HOLDER OF ANY SERIES 2025 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2025 BOND, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2025 BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION. THE SERIES 2025 BONDS AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON THE SYSTEM OR ANY OTHER PROPERTY OF THE CITY, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE SOLELY FROM PLEDGED FUNDS.

Funds and Accounts

The following funds and accounts have been created under the Bond Resolution:

1. The "City of Winter Garden, Florida Water and Wastewater Revenue Fund."

2. The "City of Winter Garden, Florida Water and Wastewater Operation and Maintenance Fund."

3. The "City of Winter Garden, Florida Water and Wastewater Sinking Fund." The City shall maintain four separate accounts in the Sinking Fund: the "Interest Account," the "Principal Account," the "Term Bonds Redemption Account" and the "Reserve Account."

4. The "City of Winter Garden, Florida Water and Wastewater Water Connection Fees Fund."

5. The "City of Winter Garden, Florida Water and Wastewater Wastewater Connection Fees Fund."

6. The "City of Winter Garden, Florida Water and Wastewater Special Assessments Fund."

7. The "City of Winter Garden, Florida Water and Wastewater Renewal and Replacement Fund."

8. The "City of Winter Garden, Florida Water and Wastewater Utility Reserve Fund."

9. The "City of Winter Garden, Florida Water and Wastewater Rebate Fund."

10. The "City of Winter Garden, Florida Water and Wastewater Rate Stabilization Fund."

Moneys in the aforementioned funds and accounts (except for moneys in the Rebate Fund), until applied in accordance with the provisions of the Bond Resolution, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders in the manner and to the extent provided in the Bond Resolution.

Investments

Moneys on deposit in the Revenue Fund, the Construction Fund, the Sinking Fund, the Water Connection Fees Fund, the Wastewater Connection Fees Fund, the Operation and Maintenance Fund, the Special Assessments Fund, the Utility Reserve Fund, the Rate Stabilization Fund and the Renewal and Replacement Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State of Florida. Moneys on deposit in the Construction Fund, the Revenue Fund, the Operation and Maintenance Fund, the Special Assessments Fund, the Principal Account, the Interest Account, the Term Bonds Redemption Account, the Renewal and Replacement Fund, the Water Connection Fees Fund, the Wastewater Connection Fees Fund, the Rate Stabilization Fund and the Utility Reserve Fund shall be invested and reinvested by the City in Authorized Investments, maturing not later than the dates on which such moneys will be needed for the purposes of such fund or account. Moneys on deposit in the Reserve Account shall be invested in Authorized Investments, maturing no later than ten years from the date of investment. All investments shall be valued at the market price thereof. Investments in the Reserve Account shall be valued by the City on an annual basis as of September 30 of each year. "Authorized Investments" is defined in the Bond Resolution as any investments that may be made by the City under applicable law and which are allowed under the City's investment policy.

Any and all income received from the investment of moneys in each separate account of the Revenue Fund, the Construction Fund, the Interest Account, the Principal Account, the Term Bonds Redemption Account, the Utility Reserve Fund, the Renewal and Replacement Fund (to the extent such income and other amounts in such Fund do not exceed the Renewal and Replacement Fund Requirement), the Water Connection Fees Fund, the Wastewater Connection Fees Fund, the Utility Reserve Fund, the Rate Stabilization Fund and the Reserve Account (to the extent such income and the other amounts in the Reserve Account does not exceed the Reserve Account Requirement), shall be retained in such respective Fund or Account.

Any and all income received from the investment of moneys in the Renewal and Replacement Fund (only to the extent such income and the other amounts in such Fund

exceed the Renewal and Replacement Fund Requirement) and the Reserve Account (only to the extent such income and the other amounts in the Reserve Account exceeds the Reserve Account Requirement), shall be deposited upon receipt thereof in the Revenue Fund. Any and all income received from the investment of moneys in the Special Assessments Fund shall be deposited upon receipt thereof into the Interest Account.

Nothing in the Bond Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under the Bond Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Flow of Funds

Into the Revenue Fund, the City shall deposit promptly, as received, all Gross Revenues (other than any subsequently pledged Special Assessments Proceeds).

Moneys in the Revenue Fund shall first be used each month to deposit in the Operation and Maintenance Fund such sums as are necessary to pay Operating Expenses for the ensuing month; provided the City may transfer moneys from the Revenue Fund to the Operation and Maintenance Fund at any time to pay Operating Expenses to the extent there is a deficiency in the Operation and Maintenance Fund for such purpose. Amounts in the Operation and Maintenance Fund shall be paid out from time to time by the City for Operating Expenses, including any expenses relating to the purchase or redemption of Term Bonds as provided in the Bond Resolution. The remaining moneys in the Revenue Fund shall be applied in accordance with (2) below. To the extent Special Assessments Proceeds are made a component of the Gross Revenues, the City shall deposit promptly, as received, all Special Assessment Proceeds into the Special Assessments Fund. In the event the City by Supplemental Resolution provides for all or a portion of any Special Assessments to secure the payment of all or a portion of a particular Series of Bonds, the City may establish separate accounts or subaccounts for the deposit of such Special Assessments if necessary to provide for the earlier redemption of such Bonds from such Special Assessments. Any deposits remaining in the Revenue Fund after the aforementioned transfers to the Operation and Maintenance Fund and all moneys at any time on deposit in the Special Assessments Fund (subject to the provisions in the Bond Resolution regarding earlier redemption of Bonds) shall be disposed of by the City on or before the 25th day of each month, commencing in the month immediately following the delivery of any of the Bonds to the purchasers thereof, or such later date as hereinafter provided, from the Revenue Fund in the following manner and in the following order of priority:

(1) Interest Account. The City shall deposit or credit to the Interest Account the sum which, together with the balance in said Account, shall equal the interest on all Bonds Outstanding (except as to Capital Appreciation Bonds) accrued and unpaid and to accrue to the end of the then current calendar month. All Hedge Receipts and Federal Subsidy

Payments shall be deposited directly to the Interest Account upon receipt. With respect to interest on Bonds which have corresponding Hedge Payments, interest on such Bonds during the term of the Qualified Hedge Agreement shall also be deemed to include the corresponding Hedge Payments. Moneys in the Interest Account shall be applied by the City (a) for deposit with the Paying Agents to pay the interest on the Bonds on or prior to the date the same shall become due and (b) for Hedge Payments. Any Federal Subsidy Payments deposited to the Interest Account shall be deemed to have been applied to the payment of interest on the Federal Subsidy Bonds to which such Payments relate. The City shall adjust the amount of the deposit to the Interest Account not later than a month immediately preceding any Interest Date so as to provide sufficient moneys in the Interest Account to pay the interest on the Bonds coming due on such Interest Date. No further deposit need be made to the Interest Account when the moneys therein are equal to the interest coming due on the Outstanding Bonds on the next succeeding Interest Date. With respect to debt service on any Bonds which are subject to a Qualified Hedge Agreement, any Hedge Payments due to the Counterparty to the Qualified Hedge Agreement relating to such Bonds shall be paid to such Counterparty on a parity basis with the aforesaid required payments from the Sinking Fund. In computing the interest on Variable Rate Bonds which shall accrue during a calendar month, the interest rate on such Variable Rate Bonds shall be assumed to be (a) if such Variable Rate Bonds have been Outstanding for at least 24 months prior to the commencement of such calendar month, the highest average interest rate borne by such Variable Rate Bonds for any 30-day period, and (b) if such Variable Rate Bonds have not been Outstanding for at least 24 months prior to the date of calculation, the Bond Buyer Revenue Bond Index most recently published prior to the commencement of such calendar month.

(2) Principal Account. Commencing no later than the month which is one year prior to the first principal payment date, the City shall next deposit into the Principal Account the sum which, together with the balance in said Account, shall equal the principal amounts on all Bonds Outstanding due and unpaid and that portion of the principal next due which would have accrued on such Bonds during the then current calendar month if such principal amounts were deemed to accrue monthly (assuming that a year consists of 12 equivalent calendar months having 30 days each) except for the Sinking Fund Installments to be deposited pursuant to the Bond Resolution in equal amounts from the next preceding principal payment due date, or, if there be no such preceding principal payment due date from a date no later than one year preceding the due date of such principal amount. Moneys in the Principal Account shall be applied by the City for deposit with the Paying Agents to pay the principal of the Bonds on or prior to the date the same shall mature, and for no other purpose. The City shall adjust the amount of the deposit to the Principal Account not later than the month immediately preceding any principal payment date so as to provide sufficient moneys in the Principal Account to pay the principal on Bonds becoming due on such principal payment date. No further deposit need be made to the Principal Account when the moneys therein are equal to the principal coming due on the Outstanding Bonds on the next succeeding principal payment date.

(3) Term Bonds Redemption Account. Commencing in the month which is one year prior to the first Sinking Fund Installment due date, there shall be deposited to the Term Bonds Redemption Account the sum which, together with the balance in such Account, shall equal the Sinking Fund Installments on all Bonds Outstanding due and unpaid and that portion of the Sinking Fund Installments of all Bonds Outstanding next due which would have accrued on such Bonds during the then current calendar month if such Sinking Fund Installments were deemed to accrue monthly (assuming that a year consists of 12 equivalent calendar months having 30 days each) in equal amounts from the next preceding Sinking Fund Installment due date, or, if there is no such preceding Sinking Fund Installment due date, from a date not later than one year preceding the due date of such Sinking Fund Installment. Moneys in the Term Bonds Redemption Account shall be used to purchase or redeem Term Bonds in the manner provided in the Bond Resolution, and for no other purpose. The City shall adjust the amount of the deposit to the Term Bonds Redemption Account on the month immediately preceding any Sinking Fund Installment due date so as to provide sufficient moneys in the Term Bonds Redemption Account to pay the Sinking Fund Installments becoming due on such date. Payments to the Term Bonds Redemption Account shall be on parity with payments to the Principal Account.

Amounts accumulated in the Term Bonds Redemption Account with respect to any Sinking Fund Installment (together with amounts accumulated in the Interest Account with respect to interest, if any, on the Term Bonds for which such Sinking Fund Installment was established) may be applied by the City, on or prior to the 30th day preceding the due date of such Sinking Fund Installment, (a) to the purchase of Term Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (b) to the redemption at the applicable Redemption Prices of such Term Bonds, if then redeemable by their terms. Amounts in the Term Bonds Redemption Account which are used to redeem Term Bonds shall be credited against the next succeeding Sinking Fund Installment which shall become due on such Term Bonds. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Term Bonds Redemption Account until such Sinking Fund Installment due date, for the purposes of calculating the amount of such Account. As soon as practicable after the 30th day preceding the due date of any such Sinking Fund Installment, the City shall proceed to call for redemption on such due date, by causing notice to be given as provided in the Bond Resolution, Term Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of Term Bonds maturing on a Sinking Fund Installment due date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The City shall pay out of the Term Bonds Redemption Account and the Interest Account to the appropriate Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the

purchase or redemption of Term Bonds shall be paid by the City from the Operation and Maintenance Fund.

(4) Reserve Account. There shall be deposited to the Reserve Account an amount which would enable the City to restore the funds on deposit in the Reserve Account to an amount equal to the Reserve Account Requirement applicable thereto. All deficiencies in the Reserve Account must be made up no later than 12 months from the date such deficiency first occurred, whether such shortfall was caused by an increase in the applicable Reserve Account Requirement, a decrease in the aggregate market value of the investments therein of more than 5% or withdrawal (whether from cash or a Reserve Account Insurance Policy or Reserve Account Letter of Credit). On or prior to each principal payment date and Interest Date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Reserve Account shall be applied by the City to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds to the extent moneys in the Interest Account, the Principal Account and the Term Bonds Redemption Account shall be insufficient for such purpose, but only to the extent the moneys transferred from the Utility Reserve Fund for such purposes pursuant to the Bond Resolution shall be inadequate to fully provide for such insufficiency. Whenever there shall be surplus moneys in the Reserve Account by reason of a decrease in the Reserve Account Requirement or as a result of a deposit in the Reserve Account of a Reserve Account Letter of Credit or a Reserve Account Insurance Policy, such surplus moneys, to the extent practicable, shall be deposited by the City into the Utility Reserve Fund and applied as directed by Bond Counsel. The City shall promptly inform each Insurer and Credit Bank of any draw upon the Reserve Account for purposes of paying the principal of and interest on the Bonds.

Upon the issuance of any Series of Bonds under the terms, limitations and conditions provided in the Bond Resolution, the City shall fund the Reserve Account in an amount at least equal to the applicable Reserve Account Requirement to the extent such Series of Bonds are to be secured by the Reserve Account or any subaccount therein; provided, however, nothing in the Bond Resolution shall be construed to require the City to fund the Reserve Account or any subaccount for any Series of Bonds. Upon the adoption of the Supplemental Resolution authorizing the issuance of a Series of Bonds, the City shall determine whether such Series of Bonds shall be secured by the Reserve Account or any subaccount therein and, if the City determines that the Series of Bonds will be secured by a separate subaccount therein, the City shall also establish the Reserve Account Requirement applicable thereto. Such required amount, if any, shall be paid in full or in part from the proceeds of such Series of Bonds or may be accumulated in equal monthly payments to the Reserve Account or subaccount therein over a period of months from the date of issuance of such Series of Bonds, which shall not exceed 36 months.

The City may also establish a separate subaccount in the Reserve Account for any Series of Bonds and provide a pledge of such subaccount to the payment of such Series of

Bonds apart from the pledge provided in the Bond Resolution. To the extent a Series of Bonds is secured separately by a subaccount of the Reserve Account, the Holders of such Bonds shall not be secured by any other moneys in the Reserve Account. Moneys in a separate subaccount of the Reserve Account shall be maintained at the Reserve Account Requirement applicable to such Series of Bonds secured by the subaccount; provided the Supplemental Resolution authorizing such Series of Bonds may establish the Reserve Account Requirement relating to such separate subaccount of the Reserve Account at such level as the City deems appropriate. In the event the City by Supplemental Resolution establishes the Reserve Account Requirement for a particular Series of Bonds to be zero (0.00) or it shall determine that such Series are not to be secured in any manner by the Reserve Account or a subaccount, then it shall not be required to establish a separate subaccount; provided, however, such Series of Bonds shall have no lien on or pledge of any moneys on deposit in the Reserve Account. Moneys used to replenish the Reserve Account shall be deposited in the separate subaccounts in the Reserve Account and in the Reserve Account on a pro-rata basis.

In the event the City shall maintain a Reserve Account Insurance Policy or Reserve Account Letter of Credit and moneys in the Reserve Account or any subaccount, the moneys shall be used prior to making any disbursements under such Reserve Account Insurance Policy or Reserve Account Letter of Credit.

(5) Renewal and Replacement Fund. There shall be deposited to the Renewal and Replacement Fund monthly such sums as shall be sufficient to pay 1/12 of the Renewal and Replacement Fund Requirement hereinafter defined until the amount accumulated in such Fund is equal to the Renewal and Replacement Fund Requirement, taking into account the market value of investments in such Fund; provided, however, that (a) such Renewal and Replacement Fund Requirement may be increased or decreased as the Consulting Engineer shall certify to the City is necessary for the purposes of the Renewal and Replacement Fund, and (b) in the event that the Consulting Engineer shall certify that the Renewal and Replacement Fund Requirement is excessive for the purposes of the Renewal and Replacement Fund such excess amount as may be on deposit therein may be transferred by the City from the Renewal and Replacement Fund for deposit into the Utility Reserve Fund. The moneys in the Renewal and Replacement Fund shall be applied by the City for the purpose of paying the cost of major extensions, improvements or additions to, or the replacement or renewal of capital assets of, the System or water facilities owned by the City, or extraordinary repairs of the System or water facilities owned by the City; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Renewal and Replacement Fund shall be applied for the payment into the Interest Account, the Principal Account, and the Term Bonds Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund for such purpose pursuant to the Bond Resolution, together with moneys available in the Reserve

Account for such purpose pursuant to the Bond Resolution, shall be inadequate to fully provide for such insufficiency. Moneys in the Renewal and Replacement Fund may also be transferred to the Operation and Maintenance Fund to fund Operating Expenses to the extent Gross Revenues shall be insufficient for such purpose; provided, however, such transfer shall be treated as an interfund loan and shall be repaid from Gross Revenues as described in the Bond Resolution within one year from the date of such transfer.

(6) Subordinated Indebtedness. Gross Revenues in the Revenue Fund shall next be applied by the City for the payment of any accrued debt service on Subordinated Indebtedness incurred by the City in connection with the System and in accordance with the proceedings authorizing such Subordinated Indebtedness.

(7) Sinking Fund. There shall be deposited to the Interest Account, the Principal Account and the Term Bonds Redemption Account, in that order, sufficient moneys such that the amounts on deposit therein shall equal, respectively, the interest, principal and Sinking Fund Installment next coming due on the Bonds Outstanding; provided, however, no deposit need be made to the Principal Account or Term Bonds Redemption Account until a date one year preceding the due date of such principal amount or Sinking Fund Installment.

(8) Utility Reserve Fund. The balance of any Gross Revenues remaining in said Revenue Fund shall be deposited in the Utility Reserve Fund and applied to the payment, on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein shall be insufficient to pay the principal of and interest on the Bonds coming due. Moneys not required to meet such a deficiency shall be deposited to the Water Connection Fees Fund and Wastewater Connection Fees Fund to make up any withdrawal from such Funds pursuant to the Bond Resolution then to the Reserve Account to make up any deficiency therein, and thereafter to the Rebate Fund to the extent moneys are required to be deposited therein. Thereafter, moneys in the Utility Reserve Fund may be applied for any lawful purpose relating to the System, including, but not limited to, purchase or redemption of Bonds, payment of Subordinated Indebtedness, payment of other obligations incurred with respect to the System, deposit to the Rate Stabilization Fund, PILOTs, PILOFs, and improvements, renewals and replacements to the System; provided, however, that none of such revenues shall ever be used for the purposes provided in the Bond Resolution unless all payments required in the Bond Resolution, including any deficiencies for prior payments, have been made in full to the date of such use. If in any given Fiscal year, the amount of any PILOTs or PILOFs are limited pursuant to the definitions thereof, any excess not so paid from the Utility Reserve Fund in such Fiscal Year shall not be carried over to a subsequent Fiscal Year but may be paid and characterized as Operating Expenses pursuant to the Bond Resolution.

Water Connection Fees Fund

The City shall deposit into the Water Connection Fees Fund all Water Connection Fees as received, together with moneys transferred to such Fund pursuant to the Bond Resolution and such Water Connection Fees shall be accumulated in the Water Connection Fees Fund and applied by the City in the following manner and order of priority:

(1) For the payments on or prior to each principal and interest payment date (in no event earlier than the 25th day of the month next preceding such payment date) into the Interest Account, the Principal Account and the Term Bonds Redemption Account, when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund, the Renewal and Replacement Fund and the Rate Stabilization Fund for such purpose pursuant to the Bond Resolution together with moneys available in the Reserve Account for such purpose pursuant to the Bond Resolution, shall be inadequate to fully provide for such insufficiency; provided moneys shall be transferred to the aforementioned Accounts from the Water Connection Fees Fund and the Wastewater Connection Fees Fund on a pro-rata basis or such other basis as the City deems appropriate in relation to the amount of moneys in each Fund at the time of transfer. Any moneys transferred to the aforementioned Accounts described above shall be treated as an interfund loan and shall be repaid, together with reasonable interest thereon, from Gross Revenues as described in the Bond Resolution, on or prior to the date such amounts are needed for the purposes described in the Bond Resolution but in no event later than one year from the date of such transfer, unless the City shall determine that such transfer constitutes a lawful use of such Water Connection Fees.

(2) To the extent permitted by law, to pay or reimburse the capital cost of acquiring and/or constructing such improvements or additions to the water facilities of the System for which the Water Connection Fees were imposed in accordance with the requisitions for disbursement of moneys provided by the City.

(3) To be used for any other lawful purpose relating to the System.

Reserve Account Funding

Upon the issuance of the Series 2025 Bonds, the City shall deposit an amount of the proceeds of the Series 2025 Bonds equal to $_____ to the Reserve Account to further secure the Series 2025 Bonds. Such amount equals the Reserve Account Requirement for the Series 2025 Bonds. Upon the issuance of any Additional Bonds pursuant to the Bond Resolution, the City will determine pursuant to Supplemental Resolution whether or not to secure such Additional Bonds with amounts to be deposited to the Reserve Account or a subaccount therein. **[**See "SECURITY FOR THE BONDS -- Flow of Funds - (4) Reserve Account" herein.**]**

Rate Stabilization Fund

The City may transfer into the Rate Stabilization Fund such moneys which are on deposit in the Utility Reserve Fund as it deems appropriate. The City may transfer such amount of moneys from the Rate Stabilization Fund to the Revenue Fund as it deems appropriate; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Rate Stabilization Fund shall be applied for the payment into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund and Renewal and Replacement Fund for such purposes pursuant to the Bond Resolution, together with moneys available in the Reserve Account for such purpose pursuant to the Bond Resolution, shall be inadequate to fully provide for such insufficiency.

Rate Covenant

The City shall fix, establish, maintain and collect such rates, fees and charges for the product, services and facilities of the System, and revise the same from time to time, whenever necessary, so as always to provide in each Fiscal Year, Net Revenues adequate at all times to pay in each Fiscal Year (a) at least 120% of the Annual Debt Service becoming due in such Fiscal Year, (b) any amounts required by the terms of the Bond Resolution to be deposited in the Reserve Account or with any issuer of a Reserve Account Letter of Credit or Reserve Account Insurance Policy in such Fiscal Year to pay Policy Costs, and (c) any amounts required by the terms of the Bond Resolution to be repaid to the Water Connection Fees Fund and Wastewater Connection Fees Fund in such Fiscal Year.

Such rates, fees or other charges shall not be so reduced so as to be insufficient to provide adequate Net Revenues for the purposes provided therefor by the Bond Resolution.

If, in any Fiscal Year, the City shall fail to comply with the foregoing rate covenant, it shall promptly cause the Rate Consultant to review its rates, fees, charges, income, Gross Revenues, Operating Expenses and methods of operation and to make written recommendations as to the methods by which the City may seek to comply with the requirements set forth in the Bond Resolution. The City shall forthwith commence to implement such recommendations to the extent required so as to cause it to thereafter comply with said requirements. So long as the City implements such recommendations in a timely manner so that the City shall be in compliance with the covenants described above and in the Bond Resolution as of the end of the immediately succeeding Fiscal Year, the City's failure to comply shall not be considered an Event of Default under the Bond Resolution.

Additional Bonds

No Additional Bonds, payable on parity with the Bonds then Outstanding pursuant to the Bond Resolution, shall be issued except upon the conditions and in the manner therein provided. The City may issue one or more Series of Additional Bonds for any one or more of the following purposes: (i) financing or refinancing the Cost of a Project, or the completion thereof, or (ii) refunding any or all Outstanding Bonds, any Subordinated Indebtedness of the City, or any other indebtedness of the City that it may lawfully refund with proceeds of Bonds.

No such Additional Bonds shall be issued unless the following conditions are complied with:

(1) Except in the case of Additional Bonds issued for the purpose of refunding Outstanding Bonds, the City shall certify that it is current in all deposits into the various funds and accounts established by the Bond Resolution and all payments theretofore required to have been deposited or made by it under the provisions of the Bond Resolution, including all due and payable Policy Costs have been deposited or made, and the City is in compliance with the covenants and agreements of the Bond Resolution.

(2) The City Manager, an independent certified public accountant or the Rate Consultant shall certify that the amount of the Net Revenues (excluding Investment Earnings with respect to the Construction Fund) received by the City during the immediately preceding Fiscal Year or any 12 consecutive months selected by the City of the 24 months immediately preceding the issuance of said Additional Bonds, adjusted as provided in the Bond Resolution, were equal to (a) at least 120% of the Maximum Annual Debt Service of the Outstanding Bonds and the Additional Bonds then proposed to be issued, and (b) 100% of (i) any amounts required by the terms in the Bond Resolution to be deposited in the Reserve Account or with any issuer of a Reserve Account Letter of Credit or Reserve Account Insurance Policy to pay any Policy Costs and (ii) any amounts required by the terms of the Bond Resolution to be repaid to the Water Connection Fees Fund and Wastewater Connection Fees Fund, in each case during such 12-month period.

(3) For the purpose of determining the Debt Service under the Bond Resolution, the interest rate on Additional Bonds that are proposed to be Variable Rate Bonds shall be deemed to be the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(4) For the purpose of determining the Debt Service under the Bond Resolution, the interest rate on Outstanding Variable Rate Bonds (not subject to a Qualified Hedge Agreement) shall be deemed to be (a) if such Variable Rate Bonds have been Outstanding for at least 12 months prior to the date of sale of such Additional Bonds, the highest of (i) the actual rate of interest borne by such Variable Rate Bonds on the date of sale, and (ii) the average interest rate borne by such Variable Rate Bonds during the 12-month period

preceding the date of sale, or (b) if such Variable Rate Bonds have not been Outstanding for at least 12 months prior to the date of sale of such Additional Bonds, the higher of (i) the actual rate of interest borne by the Variable Rate Bonds on the date of sale, and (ii) the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(5) For the purpose described above, the phrases "12 consecutive months" or the "12-month period" shall mean the "immediately preceding Fiscal Year or any 12 consecutive months selected by the City of the 24 months immediately preceding the issuance of said Additional Bonds."

(6) The Net Revenues calculated pursuant to the Bond Resolution may be adjusted upon the written advice of the Rate Consultant, at the option of the City, as follows:

(a) If the City, prior to the issuance of the proposed Additional Bonds, shall have adopted increased rates, fees or other charges for the product, services or facilities of the System that will become effective within the current or immediately succeeding Fiscal Year, the Net Revenues for the 12 consecutive months shall be adjusted to show the Net Revenues which would have been derived from the System in such 12 consecutive months as if such increased rates, fees or other charges for the product, services or facilities of the System had been in effect during all of such 12 consecutive months.

(b) If the City shall have acquired or has contracted to acquire any privately or publicly owned existing water and/or wastewater system that will become part of the System, the cost of which shall be paid from all or part of the proceeds of the issuance of the proposed Additional Bonds, then the Net Revenues derived from the System during the 12 consecutive months shall be increased by adding to the Net Revenues for said 12 consecutive months the Net Revenues which would have been derived from said existing water and/or wastewater system as if such existing water and/or wastewater system had been a part of the System during such 12 consecutive months. For the purposes of this paragraph, the Net Revenues derived from said existing water and/or wastewater system during such 12 consecutive months shall be adjusted to determine such Net Revenues by deducting the cost of operation and maintenance of said existing water and/or wastewater system from the gross revenues of said system. Such Net Revenues shall take into account any increase in rates imposed on customers of such water and/or wastewater system adopted prior to the acquisition thereof by the City and to become effective in the current or immediately succeeding Fiscal Year.

(c) If the City, in connection with the issuance of Additional Bonds, shall enter into a contract (with a duration not less than the final maturity of such Additional Bonds) with any public or private entity whereby the City agrees to

furnish services in connection with any water and/or wastewater system in the current or immediately succeeding Fiscal Year, then the Net Revenues of the System during the 12 consecutive months immediately preceding the issuance of said Additional Bonds shall be increased by the least amount which said public or private entity shall guarantee to pay in any one year for the furnishing of said services by the City, after deducting therefrom the proportion of operating expenses and repair, renewal and replacement cost attributable in such year to such services.

(d) If the City covenants to levy Special Assessments against property to be benefitted by the improvements, the cost of which shall be paid from the proceeds of the proposed Additional Bonds, then the Special Assessments Proceeds derived from the System during the 12 consecutive months shall be increased by an amount equal to the least amount which the Rate Consultant estimates will be received in the Fiscal Year immediately subsequent to completion of such improvements from the levy of said Special Assessments, said amount to be the total received, assuming no prepayments, from the installment payments on the Special Assessments plus the interest paid on the unpaid portion of the Special Assessments. The estimate of the Rate Consultant shall be based upon the preliminary assessment roll filed with the City prior to the construction of such improvements.

(e) In the event the City shall be constructing or acquiring additions, extensions or improvements to the System from the proceeds of such Additional Bonds and shall have adopted fees, rates or charges to be charged and collected from users of such facilities when service is rendered, such Net Revenues may be adjusted by adding thereto 100% of the Net Revenues estimated by the Rate Consultant to be derived during the first 12 months of operation after completion of the construction or acquisition of said additions, extensions and improvements from the customers of the facilities to be financed by Additional Bonds together with other funds on hand or lawfully obtained for such purpose; provided such customers must represent existing occupied structures that will be added to the System upon completion of the proposed additions, extensions or improvements.

(f) If the City shall add new customers subsequent to the commencement of the 12 consecutive month period, the Rate Consultant may adjust the Net Revenues to reflect the Net Revenues that would have been received by the City if such customers had been in place for the entire 12 consecutive months.

(g) The Net Revenues shall be adjusted for any period the System or any portion thereof was not owned by the City to reflect government ownership of the System or such portion.

(7) Additional Bonds shall be deemed to have been issued pursuant to the Bond Resolution the same as the Outstanding Bonds, and all of the other covenants and other provisions of the Bond Resolution (except as to details of such Additional Bonds

inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Bonds issued pursuant to the Bond Resolution. Except as provided in the Bond Resolution, all Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Funds and their sources and security for payment therefrom without preference of any Bonds over any other.

(8) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions described in Section (2) above shall not apply, provided that the issuance of such Additional Bonds shall result in a reduction of the aggregate debt service. The conditions described in Section (2) above shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions described in this paragraph.

Subordinated Indebtedness

The City will not issue any other obligations, except under the conditions and in the manner provided in the Bond Resolution, payable from the Pledged Funds or the Gross Revenues or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Bonds and the interest thereon. The City may at any time or from time to time issue evidences of indebtedness payable in whole or in part out of Pledged Funds and which may be secured by a pledge of Pledged Funds; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Funds created by the Bond Resolution and provided further that the issuance of such Subordinated Indebtedness shall be subject to any provisions contained in financing documents securing outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the City to issue Subordinated Indebtedness. The City shall have the right to covenant with holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be issued under the provisions of the Bond Resolution. The City agrees to pay promptly any Subordinated Indebtedness as the same shall become due.

[The City has received various loans under the State's SRF Loan Program from time to time (the "SRF Loans" or the "Subordinate Obligations"). When issued, SRF Loans are secured by a pledge of the Net Revenues of the System which is subordinate in all respects to the pledge granted thereon with respect to the City's Outstanding Bonds, including the Series 2025 Bonds. Currently, the City has outstanding SRF Loans in the aggregate principal amount of **[**$10,637,772.68**]**. Additionally, The City may enter into additional loan agreements with FDEP over the next several years to fund a portion of the City's current Capital Improvement Program ("CIP") if funding is available. All of the SRF Loans will be subordinate in all respects to the pledge of the Net Revenues granted thereon with respect to the Series 2025 Bonds and any subsequently issued Additional Bonds. In the event of a default under the SRF Loan Agreements, the State has the ability to enforce

certain remedies under the SRF Loan Agreements, including, but not limited to, acceleration of the repayment schedule and increasing the interest rate on the SRF Loan Agreements by as much as 1.667 times.**]**

Other Bond Resolution Covenants

Operation and Maintenance

The City has covenanted in the Bond Resolution to maintain or cause to be maintained the System and all portions thereof in good condition and will operate or cause to be operated the same in an efficient and economical manner, making or causing to be made such expenditures for equipment and for renewals, repairs and replacements as may be proper for the economical operation and maintenance thereof. The City may contract with a responsible Person which has experience in the operation of utility systems similar to the System for the operation and maintenance of the System.

Annual Budget

The City has covenanted in the Bond Resolution to annually prepare and adopt, prior to the beginning of each Fiscal Year, an Annual Budget in accordance with applicable law. No expenditure for Operating Expenses shall be made in any Fiscal Year in excess of the aggregate amount provided for Operating Expenses in the Annual Budget, as it may be amended from time to time, until the City Commission shall have approved such finding and recommendation by resolution or ordinance.

If for any reason the City shall not have adopted the Annual Budget before the first day of any Fiscal Year, the preliminary budget for such year, if it be approved by the Consulting Engineer or Rate Consultant, or otherwise the Annual Budget for the preceding Fiscal Year, shall be deemed to be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year is adopted.

The City shall mail copies of or make available such Annual Budgets and amended Annual Budgets and all resolutions authorizing increased expenditures for Operating Expenses to any Credit Bank or Insurer of Bonds who shall file its address with the Clerk and request in writing that copies of all such Annual Budgets and resolutions be furnished to it and shall make available all such Annual Budgets and resolutions and ordinances authorizing increased expenditures for Operating Expenses of the System at all reasonable times to any Holder or Holders of Bonds or to anyone acting for and on behalf of such Holder or Holders. The City may satisfy the foregoing requirement to make available the Annual Budget by timely placing the Annual Budget on its official website.

Books and Records

The City has covenanted in the Bond Resolution to keep books, records and accounts of the revenues and operations of the System, which shall be kept separate and

apart from all other books, records and accounts of the City, and the Holders of any Bonds Outstanding or the duly authorized representatives thereof shall have the right at all reasonable times to inspect all books, records and accounts of the City relating thereto.

Annual Audit

The City has covenanted in the Bond Resolution, immediately after the close of each Fiscal Year, cause the books, records and accounts relating to the System to be properly audited by a recognized independent firm of certified public accountants, and shall require such accountants to complete their report of such Annual Audit in accordance with applicable law. Each Annual Audit shall be in conformity with generally accepted accounting principles as applied to governmental entities. A copy of each Annual Audit shall regularly be furnished or made available to any Credit Bank or Insurer who shall have furnished his address to the Clerk and requested in writing that the same be furnished to him. The City may satisfy the foregoing requirement to furnish or make available the Annual Audit by timely placing the Annual Budget on its official website. The Annual Audit of the System need not be a stand-alone audit but may be included within the City's general annual audit.

No Mortgage or Sale of the System

The City irrevocably covenants, binds and obligates itself not to sell, lease, encumber or in any manner dispose of the System as a whole or any substantial part thereof (except as provided below) until all of the Bonds and all interest thereon shall have been paid in full or provision for payment has been made in accordance with the Bond Resolution.

The foregoing covenant notwithstanding, the City shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System in the following manner, if any one of the following conditions exist: (a) such property is not necessary for the operation of the System, (b) such property is not useful in the operation of the System, (c) such property is not profitable in the operation of the System, or (d) in the case of a lease of such property, such lease will not be detrimental to the System and will not materially adversely affect the security for the Bondholders.

Prior to any such sale, lease or other disposition of said property: (a) if the amount to be received therefor is not in excess of five percent (5%) of the market value of the gross plant of the System, an Authorized Issuer Officer shall make a finding in writing determining that one or more of the conditions for sale, lease or disposition of property described in the paragraph above have been met; or (b) if the amount to be received from such sale, lease or other disposition of said property shall be in excess of five percent (5%) of the market value of the gross plant of the System, (i) an Authorized Issuer Officer or the Consulting Engineer shall first make a finding in writing determining that one or more of the conditions for sale, lease or other disposition of property described in the paragraph

above have been met, (ii) the City Commission shall, by resolution, duly adopt, approve and concur in the finding of the Authorized Issuer Officer or the Consulting Engineer, and (iii) the City shall obtain an opinion of Bond Counsel to the effect that such sale, lease or other disposition is not in violation of the Act and will not adversely affect the federal tax exempt status of interest on the Bonds (other than Taxable Bonds) or shall not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the City's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds.

Except as otherwise required under applicable provisions of the Code, the proceeds from any such sale or other disposition shall be deposited, first, into the Renewal and Replacement Fund to the extent necessary to make the amount therein equal to the Renewal and Replacement Fund Requirement, and, second, into the Utility Reserve Fund. Proceeds from any lease of assets of the System shall constitute Gross Revenues and shall be deposited in the Revenue Fund.

The transfer of the System as a whole from the control of the City Commission to some other board or authority which may hereafter be created for the purpose of owning, operating or controlling the System and which constitutes a governmental entity, interest on obligations issued by which are excluded from gross income for purposes of Federal income taxation (other than obligations similar to Taxable Bonds or Federal Subsidy Bonds), shall not be deemed prohibited by the Bond Resolution and such successor board or authority shall formerly agree to assume the obligations of the City and such board or authority shall constitute the "City" for purposes of the Bond Resolution.

Notwithstanding the foregoing, the City shall have the authority to sell for fair and reasonable consideration any land comprising a part of the System which is no longer necessary or useful in the operation of the System and the proceeds derived from the sale of such land shall be disposed of as described above.

The City may make contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the System if such contract, license, easement or right does not, in the opinion of Consulting Engineer or the Rate Consultant, as evidenced by a certificate to that effect filed with the City, impede or restrict the operation by the Issuer of the System, but any payments to the City under or in connection with any such contract, license, easement or right in respect of the System or any part thereof shall constitute Gross Revenues and shall be deposited in the Revenue Fund.

Insurance

The City has agreed in the Bond Resolution to carry such insurance as is ordinarily carried by public entities owning and operating utilities similar to the System with a reputable insurance carrier or carriers, in such amounts as the City shall determine to be sufficient and such other insurance against loss or damage by fire, explosion, hurricane,

tornado or other hazards and risks, and said property loss or damage insurance shall at all times be in an amount or amounts equal to the fair value of the buildings, properties, furniture, fixtures and equipment of the System, or such other amount or amounts as the Consulting Engineer or an insurance consultant who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for Persons engaged in operations similar to the System, shall recommend or approve as sufficient.

The City may establish certain levels of insurance for which the City may self-insure. Such levels of insurance shall be in amounts as recommended by an insurance consultant who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for Persons engaged in operations similar to the System.

The proceeds from property loss and casualty insurance shall be deposited in the Renewal and Replacement Fund or other appropriate fund or account, and, together with other available funds of the City, shall be used to repair or replace the damaged portion of the System; provided, however, if the City makes a determination in accordance with the Bond Resolution that such portion of the System is no longer necessary or useful in the operation of the System, such proceeds shall (a) if such proceeds equal or exceed $500,000, (i) be applied to the redemption or purchase of Bonds or (ii) be deposited in irrevocable trust for the payment of Bonds in the manner set forth in the Bond Resolution, provided the City has received an opinion of Bond Counsel to the effect that such deposit shall not adversely affect the exclusion, if any, from gross income of interest on the Outstanding Bonds for purposes of federal income taxation (other than Taxable Bonds) and will not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the City's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds, or (b) if such proceeds are less than $500,000, be deposited in the Revenue Fund.

No Free Service

The City has agreed in the Bond Resolution not to not render or cause to be rendered any free services of any nature by its System, nor will any preferential rates be established for users of the same class; provided, however, the foregoing clause shall not be construed to prevent the City from establishing various classes of users based on any factors deemed necessary or desirable by the City, from writing off bad debt on customer accounts, or from creating or funding payment assistance programs for low income customers. Different rates may be established for different classes. Whenever the City, including its departments, agencies and instrumentalities, shall avail itself of the product, facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged to the City and any such department, agency or instrumentality. Such charges shall be paid as they accrue, and the City shall transfer from its general funds to the

Revenue Fund sufficient sums to pay such charges. The revenues so received shall be deemed to be Gross Revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other Gross Revenues derived from such operation of the System. Notwithstanding the foregoing, the establishment by the City Commission of repayment plans or deferrals of payments for certain users of services of the System shall not be considered a violation of the Bond Resolution.

No Impairment of Rights

The City has agreed in the Bond Resolution not to enter into any contract or contracts, nor take any action, the results of which might impair the rights of the Holders of the Bonds in any material respect and will not permit the operation of any competing water or wastewater service facilities in the City; provided, however, the City reserves the right in the Bond Resolution to permit the ownership and operation of water or wastewater service facilities or both by itself or by others in any territory which is not in any service area now or hereafter served by the System.

Compulsory Connections

In order better to secure the prompt payment of principal and interest on the Bonds, as well as for the purpose of protecting the health and welfare of the inhabitants of the City, and acting under authority of the general laws of the State, the City, to the extent permitted by law, will require, where service by the System is available, the owner of every lot or parcel of land within the jurisdiction of the City to connect to the water and/or wastewater facilities of the System. The City may establish reasonable rules and regulations regarding such connections and may provide for reasonable exemptions from such connection policy.

Enforcement of Charges

The City shall compel the prompt payment of rates, fees and charges imposed in connection with the System, and to that end will vigorously enforce all of the provisions of any ordinance or resolution of the City relating to wastewater and water connections and charges, and all of the rights and remedies permitted the City under law, including the requirement for the making of a reasonable deposit by each user, the requirement for lawful disconnection of services for all premises delinquent in the payment of any duly invoiced bill, and the securing of injunction against the disposition of wastewater or industrial waste into the wastewater facilities of the System by any premises delinquent in the payment of such charges. Notwithstanding the foregoing, the City Commission may suspend or modify its enforcement policies or procedures during any state of emergency declared by a federal, State or local government entity without being in violation of the Bond Resolution.

Unit Bills

In every instance in which a building or structure on a lot is connected to the wastewater facilities of the System, which building or structure is also connected to the water facilities of the System and receives water therefrom, the City has agreed in the Bond Resolution to the owner or occupant of such lot a single bill for both water and wastewater service and, except under extraordinary circumstances, shall refuse to accept payment for either the water charge alone or wastewater charge alone without payment of the other.

Collection of Connection Fees

The City has agreed in the Bond Resolution to proceed diligently to perform legally and effectively all steps required in the collection of the Connection Fees, if and only to the extent such Connection Fees are levied by the City. Upon the due date of any such Connection Fees, the City shall diligently proceed to collect the same and shall exercise, in the City's reasonable judgment, legally available remedies to enforce such collections now or hereafter available under State law. Notwithstanding anything described herein to the contrary, the City may waive the levy or collection of a connection fee for economic development purposes and for such other municipal purpose reasons in the City's reasonable discretion. When required by law, nothing herein shall prevent the City from granting credits for connection fees and accepting such credits in lieu of collection connection fees.

No Competing Systems

To the extent permitted by law, the City will not hereafter grant, or cause, consent to, or allow the granting of, any franchise or permit to any Person for the furnishing of water or wastewater services within the jurisdiction of the City if such franchise or permit will have a material adverse affect on the City's ability to meet its obligations under the Bond Resolution.

Consulting Engineer

The City has agreed in the Bond Resolution to engage Consulting Engineer from time to time, whose duties shall be to make any certificates and perform any other acts required or permitted of the Consulting Engineer under the Bond Resolution, and also to review the construction and operation of the System, to make an inspection of the System as requested by the City from time to time, and to submit to the City a report with recommendations as to the proper maintenance, repair and operation of the System, including recommendations for expansion and additions to the System to meet anticipated service demands, and an estimate of the amount of money necessary for such purposes. The Consulting Engineer shall, from time to time, recommend the amount of the Renewal and Replacement Fund Requirement. Copies of such reports, recommendations and estimates made as hereinabove provided shall be filed with the City for inspection by Bondholders, if such inspection is requested.

Amendments Without Bondholder Consent

Subject to the terms and provisions contained in the Bond Resolution, under certain circumstances described in the Bond Resolution, the City may make amendments to the Bond Resolution without Bondholder consent. See "APPENDIX C – Form of Bond Resolution" attached hereto.

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ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Series 2025 Bonds are expected to be applied as follows:

	Series 2025 Bonds
SOURCES	
Principal Amount	$
[Net**]** Original Issue **[**Premium/Discount**]**	
TOTAL SOURCES	$
USES	
Deposit to Series 2025 Account of the Construction Fund[(1)]	$
Deposit to Interest Account[(2)]	
Deposit to Reserve Account[(3)]	
Cost of Issuance[(4)]	
TOTAL USES	$

(1) To be applied to pay or reimburse Costs of the Series 2025 Project.
(2) Represents capitalized interest to be applied to pay scheduled interest on the Series 2025 Bonds.
(3) Represents the Reserve Account Requirement for the Series 2025 Bonds.
(4) Includes Underwriters' discount, legal, financial advisory, printing, ratings and other related fees and expenses.

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DEBT SERVICE SCHEDULE

The following table sets forth the annual debt service schedule for the Series 2025 Bonds.

	Series 2025 Bonds		
Bond Year Ending August 1*	**Principal**	**Interest**	**Debt Service**
2025	$	$	$
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
Total	$	$	$

THE SYSTEM

Reference is made to "APPENDIX E – Consulting Engineer's Report and "APPENDIX D – Financial Feasibility Report" attached hereto for a detailed description of the System, the historical and projected results of the System's operations, the CIP and other relevant matters. Such reports should each be read in their entirety. Set forth below is certain general information relating to the System based in a large part on information furnished by the Consulting Engineer and the Feasibility Consultant.

The City owns and operates the System that provides water, wastewater, and reclaimed water services to customers within the City and portions of unincorporated Orange County. A description of the System facilities, a summary of the CIP, and a discussion of the rates for service are set forth below as well as information regarding system capacities, system demands, historical customer growth, revenues and expenses.

The System's service area population is approximately 59,528 residents with expectations to growth approximately 55% to 86,125 by 2045. These population projections are the planning level numbers used by the City for infrastructure and capacity analysis.

Chapter 166, Florida Statutes, authorizes the City to operate the System within its service area. The City was incorporated in 1908. In 1948, Ordinance 144 required connection to the sewer system for all residential or commercial homes within 200 feet of a connection. This requirement for all new and existing residents to connect is still in effect.

Ordinance 196 was enacted in 1954 and established a sewer tax. The first known operation of the Wastewater Treatment Facility ("WWTF") was in 1954 serving a population of approximately 3,500. The City continued to expand the WWTF to facilitate growth and built expansions in 1983, 2005, and 2014.

Utility System Operations

The following sections describe the City's water, wastewater and reclaimed water operations including pertinent regulations and current management and staffing.

Regulation of Water and Wastewater Utilities

Pursuant to Chapter 166, Florida Statutes, the Florida Constitution and the City Charter, the City Commission possesses the authority to conduct municipal government and render municipal services within City limits, in accordance with general law or with special law approval by the vote of the electors. This authority includes the provision of water, wastewater and reclaimed water services and the acquisition of facilities for such services within the City limits, in compliance with all applicable laws and statutes.

The City must conform to all applicable laws and statutes. The Florida Legislature enacted the Florida Safe Drinking Water Act, Section 403.850-403.864, Florida Statutes, and the Florida Air and Water Pollution Control Act, Section 403.021(2), Florida Statutes, for the purpose of acquiring and maintaining primacy for the State of Florida (the "State") under the Federal Safe Drinking Water Act ("SDWA") and the Federal Clean Water Act (the "CWA"), all of which regulate water and wastewater service to a quality pursuant to regulations set forth to protect public health and the environment. These policies are regulated by the Florida Department of Environmental Protection (the "FDEP"), which was granted primacy from the United States Environmental Protection Agency (the "EPA") to administer the regulatory requirements under the SDWA and CWA.

Chapter 62-610, Florida Administrative Code ("FAC"), provides for the regulation of both the disposal and reuse of reclaimed water (treated wastewater effluent). Disposal can include deep well injection and off-site discharge to surface waters. The rule also contains specific use and land application requirements for reclaimed water. Reclaimed water is generally used as a supply for outdoor irrigation and is intended to be an alternative source for more traditional supplies such as potable water or ground water. The City is continuing to examine other alternative uses for reclaimed water as a way to reduce the demand on potable water supplies and ground water resources. FDEP regulations require that operators of wastewater treatment plants submit monthly discharge monitoring reports. The reports include information concerning effluent quality (for example, total suspended solids, biochemical oxygen demand, fecal coliform and nitrates) and daily operating data (such as flow, chlorine residual, pH, and staffing time).

The City also adheres to the other parts of FAC, Chapter 62, regarding the regulation of potable water, wastewater, and reclaimed water facilities. The City is located within the St. Johns River Water Management District ("SJRWMD"), one of five water management districts in the State responsible for managing groundwater and surface water resources. The City's Consumptive Use Permit ("CUP"), issued by the SJRWMD, allocates groundwater quantities and environmental compliance monitoring requirements. The City's potable water allocations are also subject to the Central Florida Water Initiative ("CFWI") rules, as the SJRWMD is one of three water management districts located within the CFWI planning area. Chapter 62-41, FAC and the CFWI Supplemental Applicant's Handbook provide a regulatory framework for regional water supply planning, alternative water supply project funding, and water resource investigations and analyses.

Enacted by the Florida Legislature in 2020, the Clean Waterways Act (Chapter 2020-150, Laws of Florida) includes water quality protection provisions intended to reduce the impact of nutrient pollution sources on Florida waters by strengthening certain Basin Management Action Plans ("BMAP") requirements. BMAPs contain a comprehensive set of solutions, including management activities and improvement projects, designed to achieve pollutant reduction established by adopted water quality restoration targets such as total maximum daily loads. The City's Crest Avenue Wastewater Treatment Facility

("Crest Avenue WWTF") is located in the Primary Focus Area of the Wekiwa and Rock Springs BMAP and is required to comply with effluent water quality standards therein.

Management

The following describes the management of the System.

Steve Pash, Assistant City Manager - Public Services, holds a Bachelor of Science degree from Iowa State in Community and Regional Planning. Mr. Pash has 13 years of progressive managerial leadership at the City, with experience in financial and operations management, business and strategic planning, and policy development.

Jim Monahan, City Engineer – Public Services, holds a Bachelor of Science degree from University of Central Florida in Environmental Engineering. Mr. Monahan has 29 years of progressive engineering and leadership experience, both in public and private sectors, and is a registered professional engineer in the state of Florida.

Richard Fasano, Director of Operations, – Public Services, holds a master's degree in public administration from Post University and a Bachelor of Science degree from the University of Phoenix. Mr. Fasano has 37 years of progressive managerial and leadership experience in both public and private sectors, with experience in operational budget management, developing and implementing innovative programs to improve safety, operational efficiency and profitability.

Robert Heaviside, Water and Wastewater Treatment Plant Manager, has a Master of Science degree and a Bachelor of Science degree in Environmental Engineering from the University of Central Florida. Mr. Heaviside has 19 years of experience including planning, design, permitting and regulation compliance.

David Jones, Water Plant Chief Operator, has worked for the City for 20 years and has experience with water distribution systems and water treatment plant management.

Brandon Jenkins, Wastewater Superintendent, has 7 years of experience with the City, including water distribution system management and plant operations.

Jeffery T. Cotton, Distribution/Reclaimed/Streets Superintendent, is currently fulfilling the Field Operations Manager role. Jeff has 26 years of experience with the City and has experience in water and reclaimed distribution System operations and wastewater collection and lift station operation and maintenance.

Eric Williams, Wastewater Collection/Stormwater/Streets Superintendent, has 7 years of experience with the City in wastewater collection systems management and compliance. Mr. Williams manages the maintenance and operations of the City's collection system to include lift stations, Supervisory Control and Data Acquisition ("SCADA"), and sewer mains. He also manages the workload and safety of a crew of 6 to 10 people.

Operations Staffing

The following subsections describe operations staffing for the potable water, wastewater, reclaimed water, and field operations for the System.

Water and Wastewater Utilities Operations. The Water Plant Chief Operator is responsible for the operation of the wellfields, the Water Treatment Plants ("WTPs"), the water pump stations, and elevated storage tanks used to supply safe potable water to City residents. The WTPs include the Palmetto Street WTP, the Fullers Cross Road WTP, and the Woodlark WTP, water storage tanks, and one potable water repump station at the Western Storage Repump Facility. Operation, maintenance and rehabilitation responsibilities include the wellfields, WTPs and the repump facility. The water operations staff is composed of three (3) employees including two (2) Class A Drinking Water Treatment Operators and one (1) Class B Drinking Water Treatment Operator.

The Wastewater Superintendent is responsible for the operation of the City's one (1) WWTF and the SCADA system used to operate and monitor the wastewater facility. The Wastewater Operations staff is composed of six (6) employees including two (2) full time Class A Wastewater Treatment Operators, two (2) full time Class B Wastewater Treatment Operators, one (1) full time Class C Wastewater Treatment Operator and two (2) part time Class B Wastewater Operators.

The System has gone through a process change from a trickling filter treatment process to a biological treatment of activated sludge process train ("Eastern Train") in the early 1980s. The biological treatment of activated sludge was followed by 1st stage sedimentation with reaeration for nitrification followed by 2nd stage sedimentation with denitrifcation units followed by 3rd stage sedimentation with intermittent sand filters followed by chlorination and pumping to percolation ponds. The plant was then expanded by adding a 2 MGD 5-stage Bardenpho treatment train with conventional clarification ("Western Train") in 2004. Once the Western Train was online, the Eastern Train was converted to a 5-stage Bardenpho process with conventional clarification in 2005 to increase the total treatment capacity to 4.0 MGD. The treatment capacity was increased to its current capacity of 4.75 MGD in 2015 by the addition of a 0.75 Million Gallons ("MG") equalization basin.

Field Operations and Maintenance. The Field Operations Manager is responsible for planning, coordinating, and managing the construction, maintenance, and repairs of the water transmission and distribution system and appurtenances, the reclaimed water transmission and distribution system and appurtenances and the wastewater collection systems, 107 lift stations, stormwater collection system, as well as streets and right-of-way maintenance, removal of trees and tree trimming. The Field Operations Division is responsible for the repair, maintenance and replacement of fire hydrants, water valves, water transmission mains, water distribution lines, large and small meters, water services including related installations, wastewater gravity mains, wastewater force mains,

wastewater valves, service laterals and reclaimed water transmission and distribution lines, lift stations, The Field Operations and Maintenance staff is composed of 54 employees.

Water System

The following subsections summarize the City's raw water supplies, treatment facilities, finished water storage, and water transmission system.

Potable Water System Components

The City's potable water system includes raw water wells, WTPs, a storage and pumping facility, and transmission and distribution systems. The City has a CUP for the seven groundwater wells that supply raw water to the City's WTPs. CUPs are issued by the SJRWMD and regulate water withdrawals from groundwater supplies for a number of uses including public supply such as drinking water.

The City owns, operates, and maintains three WTPs, five Ground Storage Tanks ("GSTs"), four High Service Pump Stations ("HSPSs"), and approximately 265 miles of potable water transmission and distribution pipelines. These water system components are described in more detail in subsequent sections.

The City has a potable water emergency interconnect with Orange County that can supply the City with potable water during emergencies.

Water Service Area

The City's jurisdictional boundary differs from its water service area boundary. The City's water service area, which extends over 16 square miles of land area, includes both customers within the city limits and customers located in smaller areas in unincorporated Orange County, such as neighborhoods along Avalon Road between Siplin Road and the Turnpike, and the neighborhoods north of Jackson Street and south of Story Road. Through a Joint Planning Agreement ("JPA") and service area agreements with Orange County, the City's jurisdictional boundaries are established as well as which party provides utilities. These agreements can be amended from time to time via amendments to the JPA to expand or contract the City's service area, generally through annexation of bordering parcels.

Water Sources

The City uses the Floridan Aquifer for its public water supply under its current CUP. This CUP was issued on October 17, 2017, and expires on June 7, 2025. The City is currently in the process of renewing its existing CUP through 2045. It regulates the City's six groundwater wells that provide raw water supplies to the City's WTPs as described in more detail below. Under the CUP, the City is permitted for an additional groundwater

well which has not yet been constructed. These sources are described in the following subsections.

Palmetto WTP Wells

The Palmetto Street WTP is comprised of 3 active wells that supply raw water to the Palmetto Street WTP. Groundwater Wells No. 1 through 3 provide raw water to the Palmetto Street WTP. Wells No. 2 and 3 are located on the WTP site, while Well No. 1, referred to as the Boyd Street Well, is located at 127.5 S. Boyd Street, approximately 0.9 miles from the Palmetto Street WTP. The average daily permitted pumping allocation of the Palmetto wells is 2.67 MGD per the CUP. The Palmetto wells withdraw water from the Upper Floridan Aquifer ("UFA") and range in depth from 485 to 770 feet. The diameters range from 12 to 16 inches, with well pumping capacities ranging between 1.7 to 3.0 MGD.

Fullers Cross WTP Well

The Fullers Cross Road WTP is comprised of one permitted well which supplies raw water to the Fullers Cross Road WTP. Groundwater Well No. 4 provides raw water to the Fullers Cross Road WTP and is located on site at the Fullers Cross Road WTP. It has an average daily permitted pumping allocation of 1.97 MGD per the CUP and withdraws water from the UFA. Well No. 4 has a well casing diameter of 16 inches, a total well depth of 903 feet, and a pumping capacity of 3.3 MGD.

Woodlark WTP Wells

The Woodlark WTP (the "Woodlark WTP") is comprised of two active wells that supply raw water to the Woodlark WTP. Groundwater Wells No. 5 and 6 provide water to the Woodlark WTP and are located on the WTP site. Future Well No. 7 is permitted for installation at the Woodlark WTP.

The Woodlark wells have an average daily permitted pumping allocation per the CUP of 1.69 MGD, which includes future Well No. 7. Withdrawals from Wells No. 5 and 6 are from the Lower Floridan Aquifer ("LFA"), while future Well No. 7 is permitted for withdrawal from the UFA. Wells No. 5 and 6 have a pumping capacity of 7.6 MGD, are approximately 1,500 feet deep, and have casing diameters of 16 and 20 inches respectively.

City Consumptive Use Permit

The City is currently operating under CUP which was issued by the SJRWMD on October 17, 2017. This permit will expire on June 7, 2025. The City is currently in the process of renewing its existing CUP through 2045 and anticipates that the SJRWMD will allow an increase in groundwater allocation to meet future demands. The CUP authorizes the City's use of seven raw water wells to withdraw a total annual allocation of 2,310.45 MG of groundwater per year from the UFA and LFA to supply raw water for public water supply. This corresponds to a daily average of approximately 6.33 MGD. Wells No. 1 through 6 are currently operational, and Well No. 7 has not been constructed.

Historical Wellfield Pumping

The table below provides summary of the City's active raw water wells, capacity, and CUP average permitted withdrawal per wellfield.

Active Raw Water Wells Summary

Well No.	Water Source	Location	Groundwater Well Capacity (MGD)	CUP Average Permitted Withdrawal (MGD)
Palmetto WTP Wells				
1	UFA	Boyd Street	1.94	
2	UFA	Palmetto Street WTP	1.73	
3	UFA	Palmetto Street WTP	3.02	
Palmetto WTP Wells Capacity vs Permitted Withdrawals			6.69	2.67
Fullers Cross WTP Wells				
4	UFA	Fullers Cross Road WTP	3.31	1.97
Woodlark WTP Wells				
5	LFA	Woodlark WTP	3.60	
6	LFA	Woodlark WTP	4.03	
Woodlark WTP Wells No. 5-6 Capacity vs Permitted Withdrawals			7.63	1.24
7	UFA	Woodlark WTP		0.45
Total Well Capacity vs Permitted Withdrawals			**17.64**	**6.33**

Source: "APPENDIX E – Consulting Engineer's Report"

Water Treatment Plants

The following sections describe the Palmetto Street WTP, Fullers Cross Road WTP, Woodlark WTP and the Western Storage and Pumping Facility. Water transfer between the four facilities is possible via interconnected pipelines and valving.

Palmetto Street WTP

The Palmetto Street WTP, located at 171 E Palmetto Street, receives its raw water from Groundwater Wells No. 1 through 3. Palmetto Street WTP has an FDEP permitted treatment capacity of 6.0 MGD and includes aeration, one GST, high service pumping, and disinfection.

Raw water is treated through cascade aeration. Raw water is pumped to an aerator located on top of the 1.5 MG GST. It cascades over a series of trays to remove hydrogen sulfide, and it is disinfected with sodium hypochlorite prior to entering the GST. Treated water is distributed via the HSPS. The HSPS has four pumps with a total pumping capacity of 4.9 MGD. Sodium hypochlorite is also injected into the finished water for trimming free chlorine residuals prior to distribution. Two generators, each with dedicated diesel storage tanks, provide auxiliary power to the facility during outages.

Fullers Cross Road WTP

The Fullers Cross Road WTP is located at 1025 East Fullers Cross Road and receives its raw water from Groundwater Well No. 4. It has an FDEP permitted capacity of approximately 3.3 MGD, and includes aeration, two GSTs, high service pumping, and disinfection.

Similar to the Palmetto Street WTP, Fuller Cross WTP treats raw water via cascade aeration. Raw water is pumped to an aerator located on top of one of the two GSTs where it cascades over a series of trays to remove hydrogen sulfide. Each GST provides 0.5 MG of storage, for a total storage volume of 1.0 MG. Three High Service Pumps ("HSPs") provide a pumping capacity of 3.46 MGD to the distribution system.

A sodium hypochlorite system is used for disinfection and has two injection points. The pre chlorine injection point is located at Well No. 4's discharge, and the post chlorine injection point at the base of the aerators. Auxiliary power is provided by an on site generator with a dedicated diesel storage tank.

Woodlark WTP

The Woodlark WTP is located at 1680 Woodlark Way and has an FDEP permitted capacity of 3.6 MGD. It receives its water from Wells No. 5 and 6, which is treated using cascade aeration. Woodlark WTP has two, 1.0 MG GSTs on site and each has a dedicated cascade aerator. Three HSPSs with a total pumping capacity of 5.04 MGD are currently

installed at this facility, with space to install a fourth HSP. Sodium hypochlorite is used for disinfection, and it has two injection points. The pre chlorine injection point is located at the base of the aerators to allow for adequate contact time in the GSTs, and again prior to the HSPs for trimming. Auxiliary power is provided by an on-site generator with dedicated diesel storage tank.

Western Storage and Pumping Facility

The Western Storage and Pumping Facility, located at 17780 Amber Sweet Lane, has two dedicated systems to store and pump potable and reclaimed water to the City's customers. The Western Storage and Pumping Facility potable water system provides fire flow capacity and boosts pressures during peak water demand. It consists of a 1 MG GST and four HSPs with a pumping capacity of 6.3 MGD. It has an on-site sodium hypochlorite system that can be used to boost free chlorine residuals in the potable water prior to distribution, if needed. Auxiliary power is provided by an on-site generator with dedicated diesel storage tank.

Water Distribution System

The City's potable water distribution system consists of approximately 265 miles of pipes, ranging from 2 to 24 inches in diameter, with 8-inch pipes being the most common. Around 85% of the network is made of Polyvinyl Chloride ("PVC") pipes. The remaining 15% of pipelines are assumed to be made of cast iron, ductile iron, or universal metal. The City has a potable water emergency interconnect with Orange County that can supply the City with potable water during emergencies.

Historical Water Production

The historical water demands, compared with the permitted capacity and regulatory water allocation established in the CUP for fiscal years ended September 30, 2019, through and including 2024 are provided in the table below. Based on the current well and WTP capacities and projected water demands documented in the Consulting Engineer's Report, the City has sufficient WTP capacity to meet its anticipated service needs through 2045; however, the CUP must be modified to allow additional withdrawal from the Floridan Aquifer to meet the projected demands further detailed in the Consulting Engineer's Report.

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City of Winter Garden Historical Demand and Permitted Capacity[1]

Year	AADD (MGD)	MMDD (MGD)	CUP Annual-Allocation (MGD)	FDEP Permitted Capacity (MGD)
2019	5.40	8.51	5.88	12.9
2020	5.63	9.34	5.88	12.9
2021	4.40	7.99	5.88	12.9
2022	5.50	8.11	5.88	12.9
2023	5.86	8.57	5.88	12.9
2024	5.88	7.12	5.88	12.9

(1) CUP Allocation does not include future Well No. 7 as it has not been constructed.

Source: "Appendix E - Consulting Engineer's Report"

Water Regulatory Compliance

In 1974, Congress passed the SDWA, which directed the EPA to establish minimum drinking water standards. These standards are divided into two categories: primary regulations (those required for public health) and secondary regulations (those recommended for aesthetic qualities). The State has adopted secondary regulations as enforceable standards. FDEP has the primary role of regulating public water system in the State as derived from Chapter 403, Part IV, Florida Statutes, and by delegation of the federal program from the EPA. FDEP has promulgated rules within the FAC Chapter 62 for the regulation of public water supplies. The Water Utility System currently complies with the rules of FAC Chapter 62.

On November 30, 2023, the EPA proposed improvements to the lead and copper rule revisions ("LCRR") implemented in 2021. The lead and copper rule improvements ("LCRI") relaxed many of the deadlines previously proposed in the LCRR and clarified ambiguities in the existing rule. Comments to the updated LCRI were due February 5, 2024, and the rule was finalized in October 2024. The LCRI requires water systems to replace lead service lines within 10 years, with additional time granted under limited circumstances.

Under the LCRR, regulated water systems were required to complete initial inventories of their service lines by October 2024 and create a lead service line replacement plan that includes a strategy to prioritize replacement considering community-specific factors. As of October 2024, the City has confirmed by date of construction, visual confirmation (via excavation), and/or reviewing targeted water quality sampling results that there are approximately 60 service lines that are either constructed of or have a portion of the service line made of lead. There are 2,857 service lines that the service line material is likely lead for the entire service line or a portion of it (in cases of split ownership); however, there is not enough evidence to support material classification. The remaining 13,760 service lines have been confirmed that they are known not to be lead or galvanized

pipes requiring replacement (GRR) through an evidence-based record, method, or technique. The City has published this information via an interactive online map and has budgeted $300,000 in its FY25-29 CIP for lead service line replacements. The City will need to budget additional money in future CIPs to comply with the LCRI replacement requirement to replace lead service lines within 10 years.

As required by the SDWA, the City publishes and distributes an annual Consumer Confidence Water Quality Report detailing the Utility System's adherence to the EPA water quality standards. During the years 2019 through 2023, the City reported that it had no monitoring or reporting violations in its potable water system. The City also regularly allocates funds for the annual renewal and replacement improvements to its public water system facilities.

To the Consulting Engineer's knowledge, the City is in full compliance with all federal and state regulatory requirements relating to the provisions of water services and there are no outstanding consent orders requiring corrective actions issued by any regulatory agency relating to any component of the water system. The City operates all its well and WTPs according to permits issued by the regulating agencies. The City has maintained an active CUP for all of its groundwater wells.

On April 10, 2024, under the SDWA, the EPA issued the first-ever national, legally enforceable drinking water standard for per- and polyfluoroalkyl substances ("PFAS"). The EPA issued the PFAS National Primary Drinking Water Rule ("NPDWR") after reviewing extensive research and science on how PFAS above certain levels adversely affects public health. The NPDWR designates two widely used PFAS chemicals, perfluorooctanoic acid ("PFOA") and perfluorooctanesulfonic acid ("PFOS"), as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). The NPDWR sets drinking water limits for five individual PFAS, including PFOA and PFOS, as well as setting a limit for any combination of four PFAS, including what are known as "GenX Chemicals." Under the new regulations, two types of PFAS (PFOA and PFOS) cannot exceed four parts per trillion in public drinking water, and three additional PFAS cannot exceed 10 parts per trillion in public drinking water. Public water systems have three years of rule promulgation April 2024- April 2027 to begin monitoring for PFAS and five years, until 2029 to become compliant with the new limits.

The City will need to comply with PFAS regulations by performing the required monitoring and notifying the public of PFAS levels measured in the System by 2027. If the levels in drinking water exceed the regulatory standards, the City is required to implement treatment for PFAS and meet the regulatory requirements by 2029. The City has taken proactive steps by testing their facilities for these contaminants to understand what steps need to be taken for the proposed future regulations. Recent testing results indicate PFOS and PFOA exceedances at Palmetto and Woodlark WTPs. To meet PFAS compliance requirements at these two locations, the City is budgeting $4M in FY2026 for a preliminary

study and design for treatment upgrades to be financed through a water SRF loan and/or other funding sources over 10 years. Additional evaluation and analysis are needed to establish the necessary treatment to address PFAS removal from the source water. To implement the necessary treatment process for PFAS removal, the City will be seeking funding alternatives to offset capital improvement costs through settlement monies, grants, and low interest rate loans if needed.

On June 7, 2024, the American Water Works Association ("AWWA"), the Association of Metropolitan Water Agencies ("AMWA"), and other industry groups filed a petition for a judicial review of the NPDWR in the U.S. Court of Appeals for the District of Columbia. On February 7, 2025, the D.C. Circuit Court granted EPA a 60-day stay on litigation challenging the NPDWR. The stay was granted in response to an EPA motion filed on the same day to allow the Trump administration time to review and consider making changes to the April 2024 NPDWR. The court abeyance order directs the EPA to file motions to govern future proceedings by April 8, 2025.

The City is in the process of retaining legal counsel to pursue a portion of settlement proceeds allocated for Phase II of a class action lawsuit involving PFAS chemical contamination of Active Public Water Systems. At this time, the City is unable to estimate the amount of settlement proceeds, if any, it may be entitled to.

Wastewater System

This subsection summarizes the City's wastewater collection, treatment, disposal, and reclamation facilities.

Wastewater System Components

The System's wastewater system components include collection, pumping, transmission, treatment, and disposal facilities. City owned collection and treatment facilities include the Crest Avenue WWTF, 107 lift stations, and 251 miles of gravity pipes and force mains. Effluent disposal facilities include reclaimed water storage, transmission, and distribution pipelines; Rapid Infiltration Basins ("RIBs"); and discharge to Lake Apopka. The City also has an agreement to treat and dispose of wastewater from the Oakland Park development within the Town of Oakland.

Wastewater Service Area

The City's jurisdictional boundary differs from its wastewater service area boundary. The City's wastewater service area, which extends over 16 square miles of land area, includes both customers within its jurisdictional boundary and customers in unincorporated Orange County, such as neighborhoods along Avalon Road between Siplin Road and the Turnpike, and neighborhoods north of Jackson Street and south of Story

Road. The City also has an interlocal agreement to collect wastewater from the Oakland Park development within the Town of Oakland.

Within the City's wastewater system service area there are areas that are not connected to the public sewer system and instead use septic tanks. The City has identified 1,038 parcels within the City's wastewater system service area on septic, 430 parcels are within the City and 608 are within unincorporated Orange County. Of the 430 City parcels on septic, 394, or nearly 92% are targeted for conversion to central sewer service over the next twenty (20) year period. Similarly, 376 of the 608 Orange County parcels, approximately 62% are targeted for conversion to central sewer over the next twenty (20) year period. The City requires that all new developments connect to central sewer service.

Section 78-30(a) of the City Code requires the owner of each and every lot, parcel, or plot of land developed within the corporate limits of the City for residential, commercial or industrial uses shall be required to connect to the City's water and sanitary sewer systems at the landowner's expense, regardless of the distance to the lot, parcel or plot of land to the service. The City Commission may waive the requirements of Section 78-30(a) if the city commission specifically finds that requiring such connection would create an extreme hardship on the owner of the property.

Section 78-30(b) states that any existing building used for residential, commercial or industrial uses shall be required to connect, within 30 days, be connected to the systems after service is certified available by the City.

The County currently owns and operates one WWTF, the Crest Avenue WWTF.

Wastewater Collection System

Wastewater from the City's collection system is routed to the Crest Avenue WWTF via 186 miles of 3-to-48-inch gravity mains, 65 miles of 2 to 24 inch force mains, and 107 lift stations. These are City owned and maintained infrastructure. Privately owned lift stations and force mains also discharge into the City's collection system.

Wastewater Treatment Facilities

The City owns and operates one WWTF, the Crest Avenue WWTF, located at 101 East Crest Avenue. It is an Advanced Wastewater Treatment Facility ("AWWTF") that currently operates under FDEP Permit No. FL0020109. Crest Avenue WWTF has a current permitted capacity of 4.75 MGD Annual Average Daily Flow ("AADF") as an AWWTF. The permit was issued on December 18, 2023 and expires on December 17, 2028. The permit includes an expanded capacity of 7.5 MGD, after the facility expansion and process upgrades are made, which expansion and upgrades are a component of the Series 2025 Project. The permitted reclaimed water capacity will increase from 4.75 to 7.5 MGD AADF to match the WWTF expansion capacity.

The Consulting Engineer conducted a site visit to Crest Avenue WWTF in May 2024 to assess the general condition of aboveground infrastructure and to identify any circumstances that may inhibit the City from meeting permit requirements and capacity expectations. The Consulting Engineer completed limited condition assessments in areas where the site could be visually inspected. Based on the site visit and discussion with City staff, the Consulting Engineer believes that, overall, the Crest Avenue WWTF is in poor to good condition, based on the process area and age of the assets. However, the WWTF appears to still be operating as intended. Improvements to be made as part of the Series 2025 Project are intended to address many of the issues with the Crest Avenue WWTF.

Historical influent wastewater flows for the Crest Avenue WWTF for the last five years are summarized in the table below. Annual average daily influent flows for 2019 through 2023 did not exceed the existing 4.75 MGD AADF permitted capacity, based on data provided by the City.

Crest Avenue WWTF Historical Influent Flows for 2019-2023

Year	Permitted Capacity, MGD	Annual Average Daily Flow (AADF), MGD	Maximum Month Average Daily Flow (MMADF), MGD
2019	4.75	3.39	3.93
2020	4.75	4.02	4.78
2021	4.75	3.81	4.49
2022	4.75	3.69	4.05
2023	4.75	3.50	3.66

Source: "Appendix E - Consulting Engineer's Report"

Treated Wastewater Effluent Disposal

Crest Avenue WWTF effluent can be discharged to the reclaimed water system or to the six City owned RIBs which discharge to Lake Apopka via the RIB underdrain system. The City can also discharge reclaimed water to the 2.73 acre Carriage Point Recharge Pond. Flows of reclaimed water are limited to 0.240 MGD on an annual average basis with a maximum day permitted capacity of 0.500 MGD for up to 10 days in any 30-day period. The reclaimed water system is the primary means of effluent management as it provides beneficial reuse of the City's reclaimed water.

Reclaimed Water

The City's reclaimed water service area is connected via reclaimed water mains in areas south of the Turnpike and north of Plant Street. Many areas in the central region of the City and towards the eastern boundary are not piped for reclaimed water service. The City's reclaimed water distribution and transmission system includes three storage and pumping facilities and 136 miles of transmission mains.

The City's reclaimed water system is permitted to produce 4.75 MGD AADF for slow rate Public Access Reuse ("PAR") system under the Crest Avenue WWTF's FDEP permit No. FL0020109. Reclaimed water that meets PAR effluent water quality standards is pumped from the WWTF to the City's reclaimed water distribution system via five HSPs.

[FDEP worked with stakeholders to develop Basin Management Action Plans ("BMAPs") to restore water quality for various waterbodies in the State. BMAPs contain a comprehensive set of solutions, including management activities and improvement projects, designed to achieve pollutant reduction established by adopted water quality restoration targets such as total maximum daily loads (TMDLs).

In 2022, the City prepared a Reclaimed Water Facility Plan (Mead & Hunt) which identifies short, mid, and long-term reclaimed water projects to address BMAP requirements, CUP conditions, recent state legislation and the needs of new sewer, and reclaimed water customers. Short-term projects are focused on water distribution, storage and transmission, while mid-term projects also include RIBs.**]**

Fullers Cross Reclaimed Water Storage and Pump Station

Located at 1025 East Fullers Cross Rd, this facility receives reclaimed water from the Crest Avenue WWTF and has one 1.2 MG GST and three HSPs with a total capacity of approximately 1.5 MGD. This facility provides reclaimed water to the northeast section of the City. The Consulting Engineer found this site to be in very good condition.

Daniels Reclaimed Water Storage and Pump Station

This facility, located at 1500 Daniels Road, also receives reclaimed water from the Crest Avenue WWTF and has one 2.0 MG reclaimed water GST and four HSPs with a total capacity of approximately 7.3 MGD. This facility provides reclaimed water to the central and southeast sections of the City. The Consulting Engineer found this site to be in very good condition.

Western Storage and Pumping Facility

This facility, located at 17780 Amber Sweet Lane, has storage and pumping assets for both potable and reclaimed water and serves the southwest section of the City. Reclaimed water from the City of Orlando's Water Conserv II reclaimed water system is transferred to this facility via Orange County's transmission system and is metered offsite before entering the City's facility. That metering station is owned and operated by Orange County.

The reclaimed water system at the Western Storage and Pumping Facility consists of one 2.0 MG GST and four HSPs with a total capacity of 6.5 MGD, with room for a fifth. The on-site sodium hypochlorite system supplies both the potable and reclaimed systems, via dedicated skid-mounted chemical feed pumps for each system and one shared

2,500-gallon double-walled containment tank. Auxiliary power is provided by an on-site generator with dedicated diesel storage tank. The Consulting Engineer found this site to be in very good condition.

Historical Reclaimed Water Flows

The table on the following page summarizes the Crest Avenue WWTF's historical AADF and PAR Maximum Month Average Daily Flow ("MMADF") usage for the last five years. Annual average daily PAR quantities for 2019 through 2023 did not exceed the existing 4.75 MGD AADF permitted capacity, based on data provided by the City. Analysis of this data showed that 55% of the average plant influent flow was provided as PAR usage over the last five years. PAR MMADF usage is presented because reclaimed water usage varies seasonally.

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Crest Avenue WWTF AADF Flows and PAR MMADF Usage for 2019-2023

Year	Plant Influent Flow (MGD AADF)	PAR Flow (MGD MMADF)
2019	3.39	1.88
2020	4.02	1.92
2021	3.81	2.16
2022	3.69	2.04
2023	3.50	2.18

Source: "Appendix E - Consulting Engineer's Report"

Interlocal Agreements

The City has an interlocal agreement to collect and treat wastewater from Oakland Park development, within the Town of Oakland, and provide reclaimed water via an interconnection to the Oakland Park development.

The City's reclaimed water interconnection main with the City of Ocoee allows Ocoee to transfer up to 0.25 MGD AADF to the Winter Garden RIBs during wet weather conditions and up to 0.750 MGD AADF from the City to the Forest Lake Golf Course during dry weather periods with high irrigation demand.

The City also has an interlocal wholesale agreement with the City of Orlando and Orange County Utilities to receive up to 2.35 MGD AADF of reclaimed water at Winter Garden's Western Storage and Pumping Facility from the Water Conserv II reclaimed water system.

Wastewater Regulatory Compliance

Wastewater regulations set forth in FAC Chapter 62 and FDEP state minimum standards and specific requirements for regulation of domestic wastewater treatment facilities. The System complies with the applicable regulations of FAC. The City reports that the System has had no violations to their permits relating to the wastewater facilities within the last five years, aside from the matters discussed below.

The City received FDEP consent order (OGC File No. 20-0764) on April 20, 2020, for fecal coliform, Total Suspended Solids ("TSS"), and total phosphorus effluent quality exceedances between May 1, 2019, and September 30, 2019, in violation of Section 403.121, F.S. and Chapter 62-600, FAC. The City was required to make corrective actions and pay $2,250.00 in civil penalties. The case was closed on May 26, 2020.

The City received FDEP Consent Order (OGC File No. 21-0356) on August 9, 2021, for unauthorized discharge of approximately 50,000 gallons of untreated wastewater on January 29, 2021, in violation of Section 403.161, F.S. and Chapter 62-604, FAC. An

FDEP inspection showed that the City failed to properly maintain calibration and verification records for sampling equipment in violation of Section 403.121, F.S., and failed to complete required expanded effluent tests in a timely manner in violation of Chapter 62-620, FAC. The City was required to make corrective actions and pay $8,564.15 in civil penalties. The case was closed on September 7, 2021.

The City received FDEP Consent Order (OGC Case No. 24-3146) ("Consent Order No. 24-3146") on January 27, 2025, for both the WWTF and collection system for the following:

1. Permit limit exceedances for total phosphorus, TSS, total nitrogen, and fecal coliform, between January 31, 2023 and November 2024, in violation of Section 403.161(1)(b) F.S.,

2. Sanitary sewer overflow of approximately 63,000 gallons of untreated wastewater on February 19, 2024, in violation of Rule 62-604.130(1) FAC; and,

3. Sanitary sewer overflow of approximately 7,500 gallons of untreated wastewater on January 7, 2025, in violation of Rule 62-604.130(1) FAC.

The City was required to take corrective actions, comply with interim limits for phosphorus for effluent discharged to Lake Apopka, pay $24,208.00 in civil penalties, and pay $250.00 for costs and expenses incurred by FDEP.

Consent Order No. 24-3146allows the City to off-set the $24,208.00 in civil penalties by implementing a pollution prevention ("P2") project or in-kind project, subject to approval by FDEP. The City provided a response to Consent Order No. 24-3146 to FDEP on February 12, 2025, and requested that the Crest Ave WWTF expansion and process optimization project be considered a P2 project to offset the $24,208.00 civil penalties. The City's response was received by FDEP and is currently under review.

The City experienced 19 wastewater and reclaimed water overflows with a total spillage estimated at 1.56 MG from July 7, 2019, through March 29, 2024. The City is completing wastewater treatment and collection system improvement and rehabilitation projects to minimize future overflows.

Aside from the aforementioned violations, the City currently is in full compliance with all federal and state regulatory requirements relating to the provisions of wastewater services and, except as discussed above, there are no current outstanding consent orders or possible violations requiring corrective actions issued by any regulatory agency relating to any component of the wastewater system. The City operates all its wastewater treatment plants pursuant to permits issued by the requisite regulatory agencies, and the City has maintained current permits for all of its facilities.

Capital Improvement Program

The City has planned improvements and expansions to the System to meet current service area needs. The City has identified approximately $163.8 million in capital expenditure appropriations for the period commencing October 1, 2024 through September 30, 2029 (the "Forecast Period") with the majority, or 87%, of the funding being associated with projects related to the Wastewater System.

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Summary of Proposed Capital Funding Sources[1]

Description	FY2025	FY2026	FY2027	FY2028	FY2029	Total
Summary of Projected Capital Expenditures						
Water System	$770,148	$4,560,408	$3,048,110	$658,571	$578,158	$9,615,395
Wastewater System	29,517,838	49,016,365	46,509,004	15,855,761	1,307,855	142,206,823
Reclaimed Water System	350,000	2,648,388	2,802,102	3,073,295	3,089,871	11,963,656
Total Projected Capital Expenditures	$30,637,986	$56,225,161	$52,359,215	$19,587,628	$4,975,884	$163,785,874
Projected Funding Sources						
Water Rate Revenues	$770,148	$560,408	$3,048,110	$658,571	$578,158	$5,615,395
Wastewater Rate Revenues	1,673,838	1,280,365	1,425,004	1,269,761	1,307,855	6,956,823
ARPA Grant Proceeds	13,000,000	-	-	-	-	13,000,000
Pending 2024 SRF Loan –GMP-1 (WW480101)	5,873,757	-	-	-	-	5,873,757
Proposed SRF Loan 2025[2]	6,320,243	13,679,757	-	-	-	20,000,000
Proposed Series 2025 Bonds[3]	3,000,000	34,056,243	31,283,656	-	-	68,339,899
Proposed SRF Loan 2026[2]	-	2,648,388	13,800,344	3,551,268	-	20,000,000
Proposed SRF Loan 2027[2]	-	-	2,802,102	14,108,027	3,089,871	20,000,000
Proposed 2026 DW SRF Design Loan[4]	-	4,000,000	-	-	-	4,000,000
Total Projected Funding Sources	$30,637,986	$56,225,161	$52,359,215	$19,587,628	$4,975,884	$163,785,874

[1] Amounts derived from Table 7 at the end of the Financial Feasibility Report.

[2] Amounts shown reflect the anticipated proceeds from the proposed State Revolving Fund loans, or amendments to existing loans (i.e. WW480101), which represent future Subordinated Indebtedness of the System. The estimated debt service payments were provided by the City's Financial Advisor and are shown in Tables 17 and 18 at the end of the Financial Feasibility Report .

[3] Amounts shown reflect the required project fund deposit for the Series 2025 Bonds. The estimated Annual Debt Service was provided by the City's Financial Advisor and is shown in Tables 17 and 18 at the end of the Financial Feasibility Report.

[4] Amounts shown reflect anticipated proceeds from the proposed State Revolving Fund design loan, which represents future Subordinated Indebtedness of the System. The estimated debt service payments were provided by the City's Financial Advisor and are shown in Tables 17 and 18 at the end of the Financial Feasibility Report.

Source: "APPENDIX D – Financial Feasibility Report."

As shown above, the City plans to fund approximately $12.6 million from rate revenues, $13.0 million from grant proceeds, and $138.2 million from debt including $68.3 million from proceeds of the Series 2025 Bonds. It should be noted that the City annually updates its utility capital improvement program and corresponding funding analysis as part of the budget process to evaluate the timing of the expenditure of funds and securing additional debt/loan proceeds resulting from changes in growth, levels of service, and other factors.

Population, Customers and Service Requirements

Water System

During the Fiscal Year ended September 30, 2024, the City rendered bills to approximately 27,118 water customers and 16,582 wastewater customers. A summary of the active accounts served by customer classification during Fiscal Year 2024 for the System is shown on the following page.

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Number of Accounts – Fiscal Year Ended September 30, 2024[1]

	Water System[2]		Wastewater System	
Customer Class	Accounts	Percent of Total	Accounts	Percent of Total
Residential	25,666	94.6%	15,634	94.3%
Commercial	1,452	5.4	948	5.7
Total	27,118	100.0	16,582	100.0

[1] Amounts provided by City staff for the Fiscal Year ended September 30, 2024.
[2] Water System includes potable and reclaimed water irrigation accounts and sales.
Source: "Appendix D - Financial Feasibility Report"

The following tables summarize the historical water and wastewater customer and sales activity for the most recent five fiscal years.

Historical Customer Statistics – Water System[1][2]

Fiscal Year Ended September 30, (Historical)	Accounts	Water Sales (000s Gallons)	Average Monthly Water Use per Bill (Gallons)
2020	26,059	2,916,813	9,328
2021	26,796	3,040,168	9,455
2022	27,172	3,313,355	10,162
2023	27,321	3,427,293	10,454
2024	27,118	3,579,214	10,999
Annual Average Growth Rate			
FY 2020 to 2024	1.00%	5.25%	4.21%

(1) Amounts provided by City staff for the Historical Period.
(2) Water System includes potable and reclaimed water irrigation accounts and sales.
Source: "Appendix D - Financial Feasibility Report"

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Historical Customer Statistics – Wastewater System[1]

Fiscal Year Ended September 30, (Historical)	Accounts	Water Sales (000s Gallons)	Average Monthly Wastewater Use per Bill (Gallons)
2020	16,005	1,062,878	5,534
2021	16,403	1,080,274	5,488
2022	16,573	1,195,438	6,011
2023	16,643	1,266,708	6,343
2024	16,582	1,285,731	6,461
Annual Average Growth Rate			
FY 2020 to 2024	0.89%	4.87%	3.95%

(1) Amounts provided by City staff for the Historical Period.

Source: "Appendix D - Financial Feasibility Report"

As shown in the table below, the ten largest customers of the System account for approximately 2.8% of the total water sales and approximately 3.4% of the total revenue.

Ten Largest Water and Wastewater Customers
October 1, 2023 to September 30, 2024

	Volume of Water Sold		Annual Revenues	
Customer	Thousand Gallons	Percent of Total System[1]	Revenues	Percent of Total System[2]
Florida Hospital Advent Health	26,829	0.75%	$145,821	0.97%
MHC Operating Limited Partners	25,407	0.71	130,209	0.87
Orange County Public Schools	9,160	0.26	74,189	0.50
Preferred Materials Inc.[3]	8,285	0.23	11,572	0.08
M-K of Winter Garden LLC	6,756	0.19	34,872	0.23
Zips Car Wash LLC	5,563	0.16	28,851	0.19
West Colonial Drive OPCO LLC	5,150	0.14	30,182	0.20
Advanced Drainage Systems MS7	4,718	0.13	24,855	0.17
Lotts Concrete Production LLC[3]	4,584	0.13	6,387	0.04
CPF LC II Operations LLC	4,121	0.12	23,236	0.16
Total Ten Largest Users	100,573	2.81%	$510,173	3.41%
All Other System Users	3,478,641	97.19	14,468,211	96.59
Total Fiscal Year 2024	3,579,214	100.00%	$14,978,384	100.00%

(1) Amounts based on actual water sales for Fiscal Year ended September 30, 2024, approximately 3.6 billion gallons of water.

(2) Amounts based on actual charges for service for Fiscal Year ended September 30, 2024, of approximately $14.9 million.

(3) Customers provided water-only service.

Source: Utilities Management.

Rates, Fees and Other Charges for Service

The rates for water and wastewater service are set by the City Commission. On November 14, 2024, the Commission enacted Ordinance 24-45 (together with certain sections of Chapter 78 of the City's Code of Ordinances related to monthly user rates, the "Rate Ordinance") that, among other things, adopted and ratified a phased implementation of water, wastewater and reuse rates, fees, and charges for the System. The Rate Ordinance included rates for water, sewer, irrigation and reclaimed water fees and other fees billed by City for water and wastewater service. The Rate Ordinance includes a series of annual rate adjustments through October 1, 2028 (the "Implementation Period"). These adjustments, which apply to both water and wastewater rates, include a 17.0% increase effective January 1, 2025, 20.0% increases effective October 1, 2025 and October 1, 2026, and 7.0% increases effective October 1, 2027 and October 1, 2028. Beyond the Implementation Period (on and after October 1, 2029), the Rate Ordinance stipulates that all rates shall increase based on the greater of: i) the annual change in the Gross Domestic Product Implicit Price Deflator Index as published by the FPSC (the "FPSC Index"); or ii) two percent (2%).

The rates charged to the City's utility customers for water and wastewater service are similar in structure (i.e., rate application) to each other and include: i) a flat availability or minimum monthly base facility charge applied to each residential account and based on the customer's meter size for commercial service; ii) for the Water System, a volumetric or usage charge that is based on metered water consumption whereas the usage charge increases at certain intervals (blocks) for residential, multi-family, and irrigation water services; iii) a constant usage charge for metered water consumption for commercial water services; iv) for the Wastewater System, a usage charge based on metered water consumption for individually metered residential customers with a billing maximum of 10,000 gallons per month per account; and v) a constant usage charge based on 100% of the metered water consumption to such accounts for the remaining customer classes of the Wastewater System.

The chart on the following page is a summary of the existing Water System rates as contained in the Rate Ordinance for all customers served:

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Monthly Water Rates

	Interim Rates October 1, 2024	Rates Effective January 1, 2025	Rates Effective October 1, 2025	Rates Effective October 1, 2026	Rates Effective October 1, 2027	Rates Effective October 1, 2028
Residential:						
Base Charge	$6.83	$7.99	$9.59	$11.51	$12.32	$13.18
Usage Block Ranges (per 1,000 Gallons):						
0-10,000	1.1418	1.3359	1.6031	1.9237	2.0584	2.2025
10,001-15,000	1.4072	1.6464	1.9757	2.3708	2.5368	2.7144
15,001-35,000	2.0958	2.4521	2.9425	3.5310	3.7782	4.0427
Above 35,000	2.7193	3.1816	3.8179	4.5815	4.9022	5.2454
Multi-family Service:						
Base Charge (per Unit)	4.78	5.59	6.71	8.05	8.61	9.21
Usage Block Ranges (per 1,000 Gallons):						
0-7,000	1.1418	1.3359	1.6031	1.9237	2.0584	2.2025
7,001-10,000	1.4072	1.6464	1.9757	2.3708	2.5368	2.7144
10,001-24,500	2.0958	2.4521	2.9425	3.5310	3.7782	4.0427
Above 24,500	2.7193	3.1816	3.8179	4.5815	4.9022	5.2454
Commercial:						
Base Charge by Meter Size:						
5/8"-3/4"	6.83	7.99	9.59	11.51	12.32	13.18
1"	17.06	19.96	23.95	28.74	30.75	32.90
1 1/2"	34.12	39.92	47.90	57.48	61.50	65.81
2"	54.59	63.87	76.64	91.97	98.41	105.30
3"	102.36	119.76	143.71	172.45	184.52	197.44
4"	170.59	199.59	239.51	287.41	307.53	329.06
6"	341.19	399.19	479.03	574.84	615.08	658.14
8"	545.90	638.70	766.44	919.73	984.11	1,053.00
10"	784.73	918.13	1,101.76	1,322.11	1,414.66	1,513.69
All Usage (per 1,000 Gallons)	$1.3034	$1.5250	$1.8300	$2.1960	$2.3497	$2.5142
Residential Irrigation:						
Base Charge	$6.83	$7.99	$9.59	$11.51	$12.32	$13.18
Usage Block Ranges (per 1,000 Gallons):						
0-5,000	1.4072	1.6464	1.9757	2.3708	2.5368	2.7144
5,001-25,000	1.6913	1.9788	2.3746	2.8495	3.0490	3.2624
Above 25,000	2.7193	3.1816	3.8179	4.5815	4.9022	5.2454
Commercial Irrigation:						
Base Charge by Meter Size:						
5/8"-3/4"	$6.83	$7.99	$9.59	$11.51	$12.32	$13.18
1.0"	17.06	19.96	23.95	28.74	30.75	32.90
1 1/2"	34.12	39.92	47.90	57.48	61.50	65.81
2"	54.59	63.87	76.64	91.97	98.41	105.30
3"	102.36	119.76	143.71	172.45	184.52	197.44
4"	170.59	199.59	239.51	287.41	307.53	329.06
6"	341.19	399.19	479.03	574.84	615.08	658.14
8"	545.90	638.70	766.44	919.73	984.11	1,053.00
10"	784.73	918.13	1,101.76	1,322.11	1,414.66	1,513.69
Usage Block Ranges by Meter Size (per 1,000 Gallons):						
5/8"-3/4" Meter:						
0-5,000	1.4072	1.6464	1.9757	2.3708	2.5368	2.7144
5,001-25,000	1.6913	1.9788	2.3746	2.8495	3.0490	3.2624
Above 25,000	2.7193	3.1816	3.8179	4.5815	4.9022	5.2454
1" Meter:						
0-13,000	1.4072	1.6464	1.9757	2.3708	2.5368	2.7144
13,001-62,000	1.6913	1.9788	2.3746	2.8495	3.0490	3.2624
Above 62,000	2.7193	3.1816	3.8179	4.5815	4.9022	5.2454
2" Meter:						
0-40,000	1.4072	1.6464	1.9757	2.3708	2.5368	2.7144
40,001-200,000	1.6913	1.9788	2.3746	2.8495	3.0490	3.2624
Above 200,000	2.7193	3.1816	3.8179	4.5815	4.9022	5.2454
3" Meter or Larger:						
0-75,000	1.4072	1.6464	1.9757	2.3708	2.5368	2.7144
75,001-375,000	1.6913	1.9788	2.3746	2.8495	3.0490	3.2624
Above 375,000	2.7193	3.1816	3.8179	4.5815	4.9022	5.2454

Source: "Appendix D - Financial Feasibility Report"

The following is a summary of the existing Wastewater System rates as contained in the Rate Ordinance for all customers served.

Monthly Wastewater Rates

	Interim Rates October 1, 2024	Rates Effective January 1, 2025	Rates Effective October 1, 2025	Rates Effective October 1, 2026	Rates Effective October 1, 2027	Rates Effective October 1, 2028
Residential:						
Base Charge	$9.77	$11.43	$13.72	$16.46	$17.61	$18.84
Usage (per 1,000 Gallons) up to 10,000 Gallons	3.8294	4.4804	5.3765	6.4518	6.9034	7.3866
Multi-family Service:						
Base Charge (per Unit)	6.84	8.00	9.60	11.52	12.33	13.19
Usage (per 1,000 Gallons) up to 7,000 Gallons	3.8294	4.4804	5.3765	6.4518	6.9034	7.3866
Commercial Service:						
Base Charge:						
5/8" and 3/4"	9.77	11.43	13.72	16.46	17.61	18.84
1"	24.42	28.57	34.28	41.14	44.02	47.10
1-1/2"	48.82	57.12	68.54	82.25	88.01	94.17
2"	78.12	91.40	109.68	131.62	140.83	150.69
3"	146.48	171.38	205.66	246.79	264.07	282.55
4"	244.12	285.62	342.74	411.29	440.08	470.89
6"	488.25	571.25	685.50	822.60	880.18	941.79
8"	781.18	913.98	1,096.78	1,316.14	1,408.27	1,506.85
10"	1,122.96	1,313.86	1,576.63	1,891.96	2,024.40	2,166.11
All Usage (per 1,000 Gallons)	$3.8294	$4.4804	$5.3765	$6.4518	$6.9034	$7.3866

Source: "Appendix D - Financial Feasibility Report"

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Comparison of Monthly Water and Wastewater Service

A comparison of water and wastewater rates at the monthly consumption level of 6,000 gallons (the average usage of the City's residential customer) is shown on the following page:

Single Metered Residential Service for a 5/8" or 3/4" Meter at 6,000 Gallons[(1)]

Utility	Water	Wastewater	Total
City's Interim Rates	$13.68	$32.75	$46.43
City of Lake Mary	12.16	38.90	51.06
City of Minneola	14.55	37.66	52.21
City of Altamonte Springs	18.63	35.49	54.12
City's Adopted Rates Effective January 1, 2025	16.01	38.31	54.32
Central Florida Tourism Oversight District	26.04	28.47	54.51
City of Clermont[(2)]	21.40	40.22	61.62
Orange County	18.70	45.67	64.37
City of Winter Park	20.09	45.68	65.77
City of Apopka	23.66	47.72	71.38
City of Orlando / O.U.C.	16.80	59.72	76.52
City of Ocoee	25.59	51.96	77.55
City of Groveland[(2)]	23.24	55.05	78.29
City of Casselberry[(2)]	26.63	58.33	84.96
City of Winter Springs	21.23	64.72	85.95
City of Sanford[(2)]	27.85	58.49	86.34
Seminole County[(2)]	25.76	64.28	90.04
City of Longwood[(2)]	32.72	58.02	90.74
City of Maitland	25.26	68.57	93.83
City of Oviedo[(2)]	28.20	67.99	96.19
Town of Oakland	30.46	66.33	96.79
City of Mount Dora	26.13	87.00	113.13
Survey Average	$23.26	$54.01	$77.27

(1) Unless otherwise noted, amounts shown reflect residential rates exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.

(2) Utility either completed a rate study within the last two years, is currently conducting a rate study, or plans to conduct a rate study within the next 12 months.

Source: "Appendix D - Financial Feasibility Report"

Connection Fees

Connection Fees are capital charges levied against each new user of the System in order to recover the cost of new plants and facilities required to serve such new users. The City's Water Connection Fees and Wastewater Connection Fees are designed to recover treatment and transmission system capacity cost. In general, Connection Fees are those fees imposed by the City on new users connecting to the System, which represent a pro-

rata share of the increased capacity costs to the System resulting from such connections. These charges shall apply to all new or additional equivalent units connected to the System through either a new meter connection or a meter connection already in use. The schedule of Water and Wastewater Connection Fees by water meter size is summarized on the following page.

Water and Wastewater Connection Fees

Water Meter Size	ERUs	Water Connection Fees	Wastewater Connection Fees
3/4"	1.00	$1,086	$1,767
1"	2.50	2,715	4,418
2"	8.00	8,688	14,136
3"	15.00	16,290	26,505
4"	25.00	27,150	44,175
6"	50.00	54,300	88,350
8"	80.00	86,880	141,360
10"	115.00	124,890	203,205

Source: "Appendix D - Financial Feasibility Report"

Under Florida law, impact fees such as the Connection Fees may be validly imposed against new construction in order to fund capital improvements, which are necessitated by such new construction or for debt service for debt incurred to finance such improvements. Proceeds of the fees may be placed in separate accounts and used only for capital improvements attributable to the new construction or related debt service.

Impact fee revenues such as the revenues derived from the City's Connection Fees fluctuate with the amount of new construction or development which occurs within the areas of the City served by the System. Therefore, there can be no assurances that such revenue will not decrease or be eliminated altogether in the event that new construction, for whatever reason, might decrease or cease altogether within areas of the City served by the System.

The City is in the process of reviewing its Water and Wastewater Connection Fees to account for recent and ongoing capital investments.

Historical Operating Results

The historical operating results for the System are presented for the Fiscal Years ended September 30, 2020 through 2024 (the "Historical Period") are summarized in the table below. The historical operating results presented for the Historical Period were prepared based on financial information compiled and provided by the City and information included in the audited Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 20**[**24**]** ("ACFR") of the City for the respective Fiscal Years

shown. In general, the historical operating results have been set-forth in a manner consistent with the requirements of the Bond Resolution relative to the determination of the Net Revenues of the System. Therefore, the amounts shown reflect certain differences in the presentation of the financial results when compared to the City's ACFRs. Specifically, these differences relate to: i) the determination of Operating Expenses (i.e., interest, losses on sale of assets, unrealized losses on investments, depreciation, amortization, payment in lieu of taxes, payment in lieu of franchise fees, and non-cash pension and other post-employment benefit accruals that are not recognized as Operating Expenses); and ii) the exclusion of certain revenues from Gross Revenues derived from Connection Fees, gains on the sale of assets, unrealized gains on investments, contributed property, and capital grants.

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The historical operating results for the System are summarized on the following page:

Historical Operating Results and Debt Service Coverage[1]

Description	Historical Fiscal Year Ended September 30, 2020	2021	2022	2023	2024
Gross Revenues					
Water and Wastewater Rate Revenue	$11,710,003	$12,050,497	$12,543,660	$12,922,465	$14,978,384
Other Operating Revenue[2]	386,091	357,230	332,047	432,509	500,661
Investment Earnings[3]	670,862	177,100	65,435	252,435	662,566
Total Gross Revenues	$12,766,956	$12,584,827	$12,941,142	$13,607,409	$16,141,611
Operating Expenses[4]	$8,705,613	$8,865,172	$8,974,445	$11,609,755	$12,460,974
Net Revenues	$4,061,343	$3,719,655	$3,966,697	$1,997,654	$3,680,637
Senior Lien Coverage:					
Annual Debt Service[5]	-	-	-	-	-
Coverage Ratio – Calculated[6][7]	N/A	N/A	N/A	N/A	N/A
Coverage Ratio – Required	1.20	1.20	1.20	1.20	1.20
Subordinated Lien Coverage[8]					
Net Revenues After Payment of Annual Debt Service (Including Coverage)	$4,061,343	$3,719,655	$3,966,697	$1,997,654	$3,680,637
Plus Connection Fees Pledged to Subordinated Indebtedness[9]	911,242	1,205,320	654,144	1,007,105	503,575
Net Revenues and Connection Fees Available to Pay Subordinated Indebtedness	$4,972,585	$4,924,975	$4,620,841	$3,004,759	$4,184,212
Subordinated Indebtedness Debt Service	$943,647	$943,647	$943,648	$1,000,315	$998,017
Coverage Ratio – Calculated[10]	5.27	5.22	4.90	3.00	4.19
Coverage Ratio – Required	1.15	1.15	1.15	1.15	1.15
Net Revenues Available for Other Purposes[11]	$3,117,695	$2,776,008	$3,023,049	$997,338	$2,682,619

[1] Amounts prepared based on the Bond Resolution. Numbers may not add up due to rounding. Amounts shown derived from information provided in each respective Fiscal Year Annual Comprehensive Financial Report (previously defined as "ACFR") and other financial information provided by the City. Amounts shown for Fiscal Year 2024 reflect preliminary actual results that are unaudited.

[2] Other operating revenues include miscellaneous income of the System including operating grant revenues, if any, but exclude Connection Fees, Special Assessment Proceeds, and gains on the sale of assets.

[3] Investment Earnings include cash income derived from the investment of monies in the funds and accounts as established in the Bond Resolution, other than the Rebate Fund. Investment Earnings exclude unrealized gains.

[4] Pursuant to the Bond Resolution, Operating Expenses do not include depreciation or amortization expenses, unrealized losses on investments, losses incurred from the sale of assets, PILOTs, PILOFs, or any accrued adjustments for pension and other post-employment liabilities that do not result in an expenditure of cash.

[5] There was no senior lien debt outstanding during the Historical Period.

[6] The Rate Covenant of the Bond Resolution requires that Net Revenues be adequate to pay in each Fiscal Year 1) at least 120% of the Annual Debt Service for the Bonds; 2) any required deposits to the Reserve Account; and 3) any repayment to the Water Connection Fees Fund and Wastewater Connection Fees Fund. No required deposits or repayments as defined in Section 5.04 of the Bond Resolution were identified for the Forecast Period.

[7] Amounts derived based on Net Revenues, which excludes Connection Fees, divided by the Annual Debt Service.

[8] Subordinated Indebtedness includes outstanding State Revolving Fund loans, which require a 1.15 coverage ratio after payment of senior lien debt, including debt service coverage.

[9] For the purpose of satisfying the Subordinated Indebtedness debt service coverage, the City has pledged the use of Connection Fees as an appropriated source of revenues to repay the expansion-related debt service. Under Florida law, Connection Fees may only be used to pay debt service on obligations that financed or refinanced expansion-related capital improvements.

[10] Amounts derived based on Net Revenues and Connection Fees Available to pay Subordinated Indebtedness divided by the debt service.

[11] Net Revenues (excluding Connection Fees) less senior lien Annual Debt Service and Subordinated Indebtedness Debt Service.

Source: "APPENDIX D – Financial Feasibility Report."

The statement of net position for water and sewer utility are summarized on the following page.

City of Winter Garden Statement of Net Position Water and Sewer Utility Fund

	Historical Fiscal Year Ended September 30,				
	2020	2021	2022	2023	2024
ASSETS					
Current assets:					
Cash and cash equivalents	$560,194	$2,005,413	$3,243,605	$4,239,738	$
Accounts receivable (net of allowance for uncollectibles)	1,911,342	1,921,273	2,750,344	2,132,367	
Due from other governmental unit	916	916	-	-	
Interest receivable	68,353	36,699	62,130	161,179	
Inventories--materials and supplies	428,586	298,677	263,076	151,747	
Investments	13,861,819	15,444,466	13,451,441	13,946,722	
Lease receivable	-	-	416,915	403,298	
Restricted cash, cash equivalents, and investments for payment of current liabilities	2,890,102	2,731,155	3,723,046	3,254,011	
Total current assets	**$19,721,312**	**$22,438,599**	**$23,910,557**	**24,289,062**	**$**
Noncurrent assets:					
Restricted cash, cash equivalents, and investments:					
Debt service	560,282	560,282	560,282	$560,282	
Total restricted	**$560,282**	**$560,282**	**$560,282**	**560,282**	**$**
Capital assets:					
Land	700,149	637,160	637,160	637,160	
Buildings	6,080,591	5,903,719	5,916,119	6,241,800	
Improvements other than buildings	24,593,382	24,747,082	26,404,516	26,538,846	
Machinery and equipment	5,693,861	6,274,160	6,679,585	7,071,348	
Infrastructure	100,895,486	110,747,440	122,463,909	123,133,795	
Construction work in progress	17,947,287	12,357,616	1,882,356	2,679,960,	
Right to use equipment	-	-	13,001	142,859	
Less accumulated depreciation	(61,297,285)	(66,845,535)	(73,463,712)	(79,965,775)	
Total capital assets (net of accumulated depreciation)	94,613,471	93,821,642	90,532,934	86,479,993	
Total noncurrent assets	95,173,753	94,381,924	91,093,216	87,040,275	
Total assets	**$114,895,065**	**$116,820,523**	**$115,003,773**	**111,329,337**	**$**
DEFERRED OUTFLOWS OF RESOURCES					
Deferred outflows for OPEB benefits	388,195	405,506	327,138	248,772	
Deferred outflows for pensions	158,472	308,411	894,202	645,925	
Total deferred outflows of resources	**$546,667**	**$713,917**	**$1,221,340**	**894,697**	**$**
LIABILITIES					
Current liabilities:					
Accounts payable	712,141	1,181,522	664,084	$654,124	
Contracts payable	-	-	-	37,782	
Due to other governmental units	858	814	849	657	
Compensated absences	25,785	13,804	47,616	91,816	
Leases payable	-	-	4,297	9,372	
SBITA payable	-	-	-	37,782	
Accrued interest payable	23,503	17,873	12,082	6,016	
Accrued wages payable	64,786	74,487	121,747	87,588	
Unearned revenue	107,771	136,190	135,801	158,801	
Payable from restricted assets:					
Notes from direct borrowings	849,018	873,286	955,499	975,862	
Contracts payable	366,319	-	-	-	
Customer deposits	1,674,765	1,744,224	1,785,368	1,754,493	
Total current liabilities	$3,824,946	$4,042,200	$3,727,343	3,814,293	$
Noncurrent liabilities:					
Notes from direct borrowings	2,695,464	1,822,178	2,011,679	952,876	
Leases payable long term	-	-	5,898	11,000	
SBITA payable	-	-	-	38,469	
Compensated absences	106,469	98,776	75,226	97,508	
Other postemployment benefits	1,667,426	1,842,577	1,251,979	1,100,473	
Net pension liability	593,473	250,703	1,351,003	1,360,356	
Total noncurrent liabilities	5,062,832	4,014,234	4,695,785	3,560,682	
Total liabilities	**$8,887,778**	**$8,056,434**	**8,423,128**	**$7,374,975**	**$**
DEFERRED INFLOWS OF RESOURCES					
Deferred inflows for leases	-	-	$406,806	383,223	
Deferred inflows for other postemployment benefits	232,368	252,323	854,472	919,195	
Deferred inflows for pensions	-	453,140	85,784	71,594	
Total deferred inflows of resources	**$232,368**	**$705,463**	**1,347,062**	**$1,374,012**	**$**
NET POSITION					
Net investment in capital assets	91,068,989	91,126,178	$87,555,561	84,454,632	
Restricted for:					
Capital projects	797,511	1,058,139	1,889,290	850,850	
Debt service	560,282	560,282	560,282	560,282	
Unrestricted	13,894,804	16,027,944	16,449,790	17,609,283	
Total net position	**$106,321,586**	**$108,772,543**	**$106,454,923**	**$103,475,047**	**$**

Projected Operating Results

Projected operating results for the System are presented for the Forecast Period, and as shown in the table on the following page are taken from information presented in the Financial Feasibility Report attached hereto as APPENDIX D. As shown on the following page, projections of the operating results for the System have been prepared. Such projections were prepared in accordance with the flow of funds prescribed by the Bond Resolution and the various assumptions and considerations used in the projections as set forth in the Financial Feasibility Report.

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Summary of Projected Operating Results and Debt Coverage[1]

Description	Projected Fiscal Year Ended September 30, 2025	2026	2027	2028	2029
Gross Revenues					
Water and Wastewater Rate Revenue[2]	$15,513,181	$15,551,294	$15,586,095	$15,617,584	$15,649,075
Revenue from Adopted Rate Adjustments[3]	1,977,931	6,282,723	10,673,357	12,536,797	14,536,855
Other Operating Revenue[4]	350,273	350,273	350,273	350,273	350,273
Investment Earnings[5]	340,200	180,500	237,500	256,100	309,900
Total Gross Revenues	$18,181,584	$22,364,790	$26,847,226	$28,760,755	$30,846,104
Operating Expenses[6]	$15,734,136	$16,917,860	$17,711,212	$18,495,845	$19,269,011
Net Revenues	$2,447,449	$5,446,930	$9,136,014	$10,264,909	$11,577,093
Senior Lien Coverage:					
Annual Debt Service[7]	-	-	$4,471,250	$4,641,250	$4,236,250
Coverage Ratio – Calculated[8][9]	N/A	N/A	2.04	2.21	2.73
Coverage Ratio – Required	1.20	1.20	1.20	1.20	1.20
Subordinated Lien Coverage[10]					
Net Revenues After Payment of Annual Debt Service (Including Coverage)	$2,447,449	$5,446,930	$3,770,514	$4,695,409	$6,493,593
Plus Connection Fees Pledged to Subordinated Indebtedness[11]	137,865	126,048	118,170	110,292	110,292
Net Revenues and Connection Fees Available to Pay Subordinated Indebtedness	$2,585,314	$5,572,978	$3,888,684	$4,805,701	$6,603,885
Subordinated Indebtedness Debt Service	$251,436	$448,502	$900,691	$900,691	$4,982,325
Coverage Ratio – Calculated[12]	10.28	12.43	4.32	5.34	1.33
Coverage Ratio – Required	1.15	1.15	1.15	1.15	1.15
Net Revenues Available for Other Purposes[13]	$2,196,013	$4,998,428	$3,764,073	$4,722,969	$2,358,518

[1] Amounts prepared based on the Bond Resolution. Numbers may not add up due to rounding.
[2] Amounts based on the estimated revenues from the implementation of the interim rates effective October 1, 2024.
[3] Amounts based on the estimated additional revenues from the implementation of the adopted Rate Ordinance.
[4] Other operating revenues include miscellaneous income of the System including operating grant revenues, if any, but exclude Connection Fees, Special Assessment Proceeds, and gains on the sale of assets.
[5] Investment Earnings include cash income derived from the investment of monies in the funds and accounts as established in the Bond Resolution, other than the Rebate Fund. Investment Earnings exclude unrealized gains.
[6] Pursuant to the Bond Resolution, Operating Expenses do not include depreciation or amortization expenses, unrealized losses on investments, losses incurred from the sale of assets, payment in lieu of taxes (PILOTs), payment in lieu of franchise fees (PILOFs), or any accrued adjustments for pension and other postemployment liabilities that do not result in an expenditure of cash.
[7] Amounts provided by the City's Financial Advisor. For the purpose of debt service calculation, Annual Debt Service is shown on a "cash basis" with payments recognized within the Fiscal Year in which they are due.
[8] The Rate covenant of the Bond Resolution requires that Net Revenues be adequate to pay in each Fiscal Year (a) at least 120% of the Annual Debt Service for the Bonds; (b) any required deposits to the Reserve Account; and (c) any repayment to the Water Connection Fees Fund and Wastewater Connection Fees Fund. No required deposits or repayments as defined in Section 5.04 of the Bond Resolution were identified for the Forecast Period.
[9] Amounts derived based on Net Revenues, which exclude Connection Fees, divided by the Annual Debt Service.
[10] Subordinated Indebtedness includes outstanding and additional proposed State Revolving Fund loans, which require a 1.15 coverage ratio after payment of senior lien debt, including debt service coverage.
[11] For the purpose of satisfying the Subordinated Indebtedness debt service coverage, the City has pledged the use of Connection Fees as an appropriated source of revenues to repay the expansion-related debt service. Under Florida law, Connection Fees may only be used to pay debt service on obligations that financed or refinanced expansion-related capital improvements.
[12] Amounts derived based on Net Revenues and Connection Fees Available to pay Subordinated Indebtedness divided by the debt service.
[13] Net Revenues (excluding Connection Fees) less senior lien Annual Debt Service and Subordinated Indebtedness Debt Service.

Source: "APPENDIX D – Financial Feasibility Report."

See "APPENDIX D – Financial Feasibility Report" attached hereto for a description of the principal considerations and assumptions used by the Feasibility Consultant regarding projected operating results, which such considerations and assumptions should be read in their entirety.

Conclusions of the Consulting Engineer

Based upon the principal considerations and assumptions and the results of studies and analyses as summarized in the Consulting Engineer's Report which should be read in its entirety and in conjunction with the following, the Consulting Engineer is of the opinion that:

1. The City should be able to retain and renew current permits for the water, wastewater, and reclaimed water systems so long as operations, maintenance, and permit reporting continue as demonstrated in the past five year period.

2. To the Consulting Engineer's knowledge, other than the violations stated in the Consulting Engineer's Report, the City is in full compliance with all federal and state regulatory requirements relating to the provisions of water and wastewater services, and there are no other outstanding orders requiring corrective actions issue by any regulatory agency relating to any component of the currently owned System.

3. Based on the current wellfield and water treatment facility capacities, projected water demands documented in the Consulting Engineer's Report, anticipated increases to the CUP allocation or development of a new alternative water supply, the City has sufficient water supplies to meet its anticipated service needs through a 20 year period.

4. Based on the City's wastewater flow projections and the planned wastewater treatment expansions and process upgrades, the City will be able to treat anticipated wastewater flow projections through 2045.

5. Based on aboveground inspection of the City facilities, discussions with City staff, analyses of historical data, and reports filed with pertinent regulatory agencies, the existing facilities appear to be in relatively good condition overall. The facilities are in comparable condition to facilities of similar age and are operating as intended. The City's WTPs and the reuse storage and pumping facilities were found to be in very good condition. The Crest Avenue WWTF was found to be in poor to good condition depending on process area and age of asset. However, the Crest Avenue WWTF expansion and upgrade project currently under construction is expected to provide the necessary capacity and process improvements to meet future wastewater flows and reliably meet AWT effluent standards by the regulatory deadline of July 1, 2028.

6. The System facilities appear to be adequately operated and maintained, and the City is taking necessary steps to continue prudent utility practice as described throughout the Consulting Engineer's Report. Therefore, the City appears to be capable of providing sufficient and reliable water and wastewater service to its customers through the years pertinent to the Series 2025 Bonds.

7. The City's CIP projects are necessary and adequate to meet the current regulatory requirements to provide reliable potable water, wastewater, and reclaimed water services to the City's existing customers and to provide adequate capacity for the anticipated growth in utility customers discussed in the Consulting Engineer's Report.

8. The City will need to add treatment processes to meet the new polyfluoroalkyl substances drinking water regulatory standards within the required timeframe. To address this, the City has allocated $4 million in its FY2026 budget for a project to evaluate and design improvements for PFAS removal treatment.

9. The City will need to replace lead service lines per LCRI within 10 years. The City has budgeted $300K in its five-year CIP; however, additional money likely will need to be budgeted in future CIPs to complete all lead service line replacements.

10. The City will also need to achieve 90% beneficial reuse of its wastewater by January 1, 2032 to comply with rule 62 600.680(3), F.A.C. Implementation of the short, mid, and long-term projects identified in the Winter Garden Reclaimed Water Facility Plan (Mead & Hunt) will allow the City to accomplish this requirement.

11. The CIP project cost estimates seem reasonable; however, the Consulting Engineer did not conduct cost estimation evaluations of the CIP projects as part of the Consulting Engineer's Report. Based on the aboveground site inspections of the City's facilities, it is reasonable to assume that additional significant funds will not be required within the next five years for water, wastewater, or recycled water improvements beyond what is identified in the five-year CIP presented in this document.

Conclusions of the Feasibility Consultant

Based upon the principal considerations and assumptions and the results and analyses, as summarized in the Financial Feasibility Report, which should be read in its entirety in conjunction with the following, the Feasibility Consultant is of the opinion that:

1. The projected growth in System revenues for the Forecast Period is based on the adopted water and wastewater rate ordinance that includes annual adjustments through Fiscal Year ending September 30, 2029. Please refer to the pages beginning on page 3 of the Financial Feasibility Report for a detailed explanation of the City's recently adopted rates. Beginning on and after October 1, 2029, such rates, fees, and charges shall be increased annually by the adopted price index without further action by the Board. An annual increase in new customer connections of less than 1% per year for the water and wastewater systems was assumed during the Forecast Period. The projected growth in System customers and applicable usage during the Forecast Period for the System represents reasonable and attainable projections based on estimates of future development provided by City staff and recent trends in customers served.

2. The projected Operating Expenses reflect the City's current wage and salary plan and inflationary allowances for other operating expenses and as such represent reasonable and attainable projections based on discussions with the City and on recent trends.

3. The Gross Revenues for the Forecast Period under the City's adopted rates and charges should be sufficient to pay all projected Operating Expenses of the System, pay the estimated Annual Debt Service on the Series 2025 Bonds, pay the existing and future estimated payments related to the Subordinated Indebtedness, make all additional deposits as required by the Bond Resolution, if any, and meet the Rate Covenant of the Bond Resolution.

4. The projected debt service coverage of the System as presented in the Financial Feasibility Report should be in compliance with the Rate Covenant contained in the Bond Resolution. The forecast of projected operating results is considered by Raftelis to be reasonable and attainable and provides a basis for the City to meet the Rate Covenant as delineated in the Bond Resolution. A summary of the assumptions and considerations relied upon in the development of the forecast of projected operating results are included in the Financial Feasibility Report.

RISK FACTORS

The purchase of the Series 2025 Bonds involves a degree of risk, as is the case with all investments. Factors that could affect the market price of the Series 2025 Bonds and/or the City's ability to perform its obligations under the Bond Resolution, including the timely payment of principal of and interest on the Series 2025 Bonds, include, but are not limited to, the following:

1. The System may need additional repairs and improvements beyond those currently projected by the City. The cost of additional repairs would have to be financed through either additional payments from System revenues and/or funds or the issuance of Additional Bonds or Subordinated Indebtedness. Any of these alternatives could potentially require an increase in the rates, fees and charges of the System.

2. There is no assurance that permits for operation of major components of the System will be renewed or can be renewed without the expenditure of Utility System funds or the issuance of Additional Bonds or Subordinated Indebtedness. Further, there is no assurance that the requirements for renewal of the permits will remain the same prior to the time that renewal is mandatory; a change in requirements could require additional expenditures for improvements.

3. There is no assurance that any rating assigned to the Series 2025 Bonds by the rating agencies will continue for any given period of time or that any rating will not be

lowered or withdrawn entirely by such rating agency, if in its judgment, circumstances warrant. A downgrade change in or withdrawal of any rating may have an adverse effect on the market price of the Series 2025 Bonds.

4. In the event of a default in the payment of principal of and interest on the Series 2025 Bonds, the remedies of the owners of the Series 2025 Bonds are limited under the Bond Resolution.

5. The Consulting Engineer's Report and the Feasibility Report contain certain assumptions, forecasts and projections. See Appendix E and Appendix D attached hereto. Projected compliance with certain of the covenants contained in the Bond Resolution is also based upon assumptions and projections. Projections and assumptions are inherently subject to significant uncertainties. Inevitably, some assumptions will not be realized and unanticipated events and circumstances may occur and actual results are likely to differ, perhaps materially, from those projected. Accordingly, the projections contained in the Consulting Engineer's Report are not necessarily indicative of future performance, and neither the City nor the Consulting Engineer or Feasibility Consultant assume any responsibility for the accuracy of such projections.

6. The future financial condition of the System could be affected adversely by, among other things, legislation, environmental and other regulatory actions, changes in demand for services, demographic changes, natural disasters and weather events, and litigation. The following are some, but not all, factors that could adversely affect the System and its financial condition:

(a) The System's sewer treatment and potable water production facilities are subject to regulation and control by numerous federal, state and local governmental agencies. The City cannot predict future policies such agencies may adopt. Future changes could result in the City having to discontinue or change operations at certain facilities or to make significant capital expenditures;

(b) The City's capital improvement construction costs projections for the System are based in part on preliminary design estimates for work for which construction bids have not yet been received. Unforeseen events could result in increases in construction costs and delays in completion of construction. The ability of the City to complete these capital improvements may be adversely affected by various factors including, without limitation: design and engineering errors, changes to the scope of the capital improvement program projects, delays in contract awards, material shortages or delivery delays, supply chain issues, labor shortages, unforeseen site conditions, adverse weather conditions, contractor defaults, labor disputes, inflation, litigation, delays in permitting or inability to obtain necessary permits, casualty and environmental issues and additional security improvements and associated costs mandated by governmental authorities. No assurance can be given that the capital improvement program projects will not cost more than is

currently estimated. Increased costs could have an adverse effect on the City's ability to complete construction within the projected costs, and delays in completion could adversely affect the City's ability to generate sufficient Gross Revenues to meet its obligations under the Bond Resolution;

(c) The possible investment earnings and accumulation of certain fund balances that have been estimated are based on assumed earnings rates. While these assumptions are believed to be reasonable, there is no assurance that such rates will be available in the future nor is there any assurance that the potential accumulations shown will actually be realized;

(d) The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes, which could result in negative economic impacts on communities including the City. Such effects can be exacerbated by a longer-term shift in the climate over several decades (commonly referred to as climate change, generally discussed in (e) below), including increasing global temperatures and rising sea levels. The occurrence of such extreme weather events could damage local infrastructure that provides essential services to the City, including the System. The economic impacts resulting from such extreme weather events could include a loss of revenue, interruption of service, and escalated recovery costs. While the City is not located on the coast of Florida but more centrally in the State, the City has experienced damage from hurricanes in the past;

(e) Numerous scientific studies on climate change show that, among other effects on the global ecosystem, sea levels may rise, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. Sea levels may continue to rise in the future due to the increasing temperature of the oceans causing thermal expansion and growing ocean volume from glaciers and ice caps melting into the ocean. The City is unable to predict whether sea level rise or other impacts of climate change will occur, when they may occur, and if any such events occur, whether they will have a material adverse effect on the business operations or financial condition of the City or the System. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the City and the System. As noted previously, the City is not located on the coast of Florida but more centrally in the State and sea level rise is less of a concern to the City than communities in the State which are located closer to the coast; and

(f) Computer networks and systems used for data transmission and collection are vital to the efficient operations of the City and the System. City

systems provide support to departmental operations and constituent services by collecting and storing sensitive data, including intellectual property, security information, proprietary business process information, information applying to suppliers and business partners, and personally identifiable information of customers, constituents and employees. The secure processing, maintenance and transmission of this information is critical to department operations and the provision of citizen services. Increasingly, governmental entities are being targeted by cyberattacks (including, but not limited to, hacking, viruses, malware and other attacks on computers and other sensitive digital networks and systems) seeking to obtain confidential data or disrupt critical services. A rapidly changing cyber risk landscape may introduce new vulnerabilities and avenues that attackers/hackers can exploit in attempts to cause breaches or service disruptions. Employee error and/or malfeasance may also contribute to data loss or other system disruptions. Additionally, the City's computer networks and systems routinely interface and rely on third party systems that are also subject to the risks previously described. Any such breach could compromise networks and the confidentiality, integrity and availability of systems and the information stored there. The potential disruptions, access, modification, disclosure or destruction of data could result in interruption of the efficiency of City commerce, initiation of legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, disruptions in operations and the services provided, and the loss of confidence in City operations, ultimately adversely affecting City revenues. The City has established various procedures and systems to mitigate the risk and vulnerability of cyberattacks and threats. However, no assurances can be given that any cyberattacks, if successful, will not have a material adverse effect on the operations or financial condition of the City or the System; and

(g) The outbreak of the highly contagious COVID-19 pandemic in the United States in March 2020 generally had a disruptive financial impact on local, state and national economies around the country, including without limitation fueling inflation and creating supply chain issues. There can be no guarantee that State and/or local shut downs or closures similar to those implemented in 2020 will not happen in the future. It is possible the United States, including the State and the City, may experience increased COVID-19 cases, hospitalizations, and deaths as a result of current or future variants, or may experience a new viral pandemic, which could, in turn, impact State and local government finances.

Prospective purchasers of the Series 2025 Bonds should review carefully the provisions of the Bond Resolution a form of which is included in APPENDIX C attached to this Official Statement.

PENSIONS AND OTHER POST-EMPLOYMENT BENEFITS

Pensions. The City maintains two single-employer plans: one for the police officers and firefighters and one for the general employees. These plans are defined benefit plans and are maintained as pension trust funds and included as part of the City's reporting entity. State law requires contributions be determined by actuarial studies at least every three years. Stand-alone financial reports are not issued.

ALL POTENTIAL PURCHASERS OF THE SERIES 2025 BONDS SHOULD REVIEW NOTE V.F. OF THE NOTES TO THE FINANCIAL STATEMENTS SET FORTH IN "APPENDIX B -- ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 20[24]" ATTACHED HERETO AND THE REQUIRED SUPPLEMENTARY INFORMATION SET FORTH THEREIN. SUCH NOTE V.F. AND REQUIRED SUPPLEMENTARY INFORMATION CONTAIN DESCRIPTIONS OF THE PENSION PLANS AND MATERIAL FINANCIAL INFORMATION CONCERNING THE PLANS, INCLUDING BUT NOT LIMITED TO, INFORMATION REGARDING CONTRIBUTIONS, COSTS, FUNDED STATUS AND FUNDING PROGRESS.

Other Post-Employment Benefits. In addition to providing pension benefits, the City has a single-employer defined benefit healthcare plan. Retirees and their dependents are permitted to remain covered under the City's respective health, hospitalization, life and prescription drug plans as long as they pay all or a portion of the premium applicable to coverage elected. The plan conforms to the minimum required of Florida governmental employers per Ch. 112.08, F.S.

ALL POTENTIAL PURCHASERS OF THE SERIES 2025 BONDS SHOULD REVIEW NOTE V.E. OF THE NOTES TO THE FINANCIAL STATEMENTS SET FORTH IN "APPENDIX B -- ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 20[24]" ATTACHED HERETO AND THE REQUIRED SUPPLEMENTARY INFORMATION SET FORTH THEREIN. SUCH NOTE V.E. AND THE REQUIRED SUPPLEMENTARY INFORMATION SET FORTH THEREIN CONTAINS MATERIAL FINANCIAL INFORMATION CONCERNING THE OTHER POST-EMPLOYMENT BENEFITS, INCLUDING BUT NOT LIMITED TO, INFORMATION REGARDING CONTRIBUTIONS, ACTUARIAL VALUATIONS AND ASSUMPTIONS, LIABILITIES AND COSTS.

INVESTMENT POLICY OF THE CITY

Pursuant to the requirements of Section 218.415, Florida Statutes, the City adopted a written investment policy which applies to all funds held by or for the benefit of the City

Commission (except for proceeds of bond issues which are governed by their bond documents). The current investment policy was adopted on April 25, 2024.

The objectives of the investment policy, listed in order of importance, are:

1. Safety of principal
2. Maintenance of liquidity
3. Return on investment

The investment policy limits the securities eligible for inclusion in the City's portfolio. The investment policy also establishes criteria for suitable financial institutions and broker-dealers with which the City will conduct business. Internal investment controls are provided in the investment policy as are bidding requirements.

To enhance safety, the investment policy requires the diversification of the portfolio to reduce the risk of loss resulting from over-concentration of assets in a specific class of security. The investment policy provides guidelines for diversification, setting forth maximum percentages for the various allowable investments. The investment policy also provides maturity and liquidity requirements for investments. The responsibility for the administration of the investment program is granted to the City Manager. The daily management responsibility for all City funds in the investment program and investment transactions is delegated to the Finance Director. Quarterly portfolio reports including all outstanding securities are required to be prepared and distributed to the City Commission and appropriate City officials.

The investment policy may be modified by the City Commission from time to time.

LEGAL MATTERS

Certain legal matters incident to the validity of the Series 2025 Bonds are subject to the approval of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, whose approving opinion in the form attached hereto as "APPENDIX F – Form of Opinion of Bond Counsel " will be furnished without charge to the purchasers of the Series 2025 Bonds at the time of their delivery. The actual legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution of it by recirculation of the Official Statement or otherwise shall create no implication that subsequent to the date of the opinion Bond Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinion.

Bond Counsel has not been engaged or undertaken to review (a) the accuracy, completeness or sufficiency of this Official Statement or any other offering material related to the Series 2025 Bonds except as may be provided in the supplemental opinion of Bond

Counsel to the Underwriters, upon which only they may rely, or (b) the compliance with any federal or state law with regard to the sale or distribution of the Series 2025 Bonds.

Certain legal matters will be passed upon by A. Kurt Ardaman, Esq., City Attorney, and by Nabors, Giblin & Nickerson P.A., Tampa, Florida, Disclosure Counsel to the City. Certain legal matters will be passed upon by GrayRobinson, P.A., Tampa, Florida, Counsel to the Underwriters. See also "CONTINGENT FEES" herein.

LITIGATION

There is no pending or, to the knowledge of the City, any threatened litigation against the City of any nature whatsoever which in any way questions or affects the validity of the Series 2025 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the adoption of the Bond Resolution, or the source of security described herein. The City does carry liability insurance, and is afforded the additional protection of coverage of sovereign immunity by the Florida Statutes, Section 768.28. Neither the creation, organization or existence, nor the title of the present members of the City Commission, or other officers of the City is being contested.

The City experiences claims, litigation, and various legal proceedings which individually are not expected to have a material adverse effect on the operations or financial condition of the City or the System, but may, in the aggregate, have a material impact thereon. In the opinion of the City Attorney, however, the City will either successfully defend such actions or otherwise resolve such matters without any material adverse consequences to the financial condition of the City.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities of the City except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Office of Financial Regulation within the Florida Financial Services Commission ("FFSC").Pursuant to administrative rulemaking, the FFSC has required the disclosure of the amounts and types of defaults, any legal proceedings resulting from such defaults, whether a trustee or receiver has been appointed over the assets of the City, and certain additional financial information, unless the City believes in good faith that such information would not be considered material by a reasonable investor. The City is not and has not been in default on any bond, note or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest since December 31, 1975 that would be considered material by a reasonable investor in the Series 2025 Bonds.

The City has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The City does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2025 Bonds because the City would not have been obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the City would have been pledged or used to pay such securities or the interest thereon.

TAX MATTERS

In the opinion of Bond Counsel, the form of which is included as "APPENDIX F – Form of Opinion of Bond Counsel" hereto, the interest on the Series 2025 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax under existing statutes, regulations, rulings and court decisions; provided, however, with respect to certain corporations, interest on the Series 2025 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. Failure by the City to comply subsequent to the issuance of the Series 2025 Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to requirements regarding the use, expenditure and investment of Series 2025 Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2025 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The City has covenanted in the Bond Resolution to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2025 Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2025 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2025 Bonds and thepayment of certain arbitrage earnings in excess of the "yield" on the Series 2025 Bonds to the Treasury of the United States of America. Noncompliance with such provisions may result in interest on the Series 2025 Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of

interest on, or disposition of, the Series 2025 Bonds. Prospective purchasers of Series 2025 Bonds should be aware that the ownership of Series 2025 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2025 Bonds may result in collateral tax consequences to various types of corporations relating to (a) denial of interest deduction to purchase or carry such Series 2025 Bonds, (b) the branch profits tax, and (c) the inclusion of interest on the Series 2025 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2025 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2025 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES REFERRED TO ABOVE. PROSPECTIVE SERIES 2025 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX ADVISORS FOR INFORMATION IN THAT REGARD

Other Tax Matters

Interest on the Series 2025 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2025 Bonds should consult their own tax advisors as to the income tax status of interest on the Series 2025 Bonds in their particular state or local jurisdictions.

The Inflation Reduction Act, H.R. 5376 (the "IRA"), was passed by both houses of the U.S. Congress and was signed by the President on August 16, 2022. As enacted, the IRA includes a 15% alternative minimum tax to be imposed on the "adjusted financial statement income," as defined in the IRA, of certain corporations for tax years beginning after December 31, 2022. Interest on the Series 2025 Bonds will be included in the "adjusted financial statement income" of such corporations for purposes of computing the corporate alternative minimum tax. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential tax consequences of owning the Series 2025 Bonds.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2025 Bonds. In some cases, such proposals have contained provisions that altered these federal tax consequences on a retroactive basis. Such alterations of federal tax consequences may have affected the market value of obligations similar to the Series 2025 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2025 Bonds and their market value. No assurance

can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2025 Bonds.

Original Issue Discount

Certain of the Series 2025 Bonds (the "Discount Bonds") may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which initial offering price a substantial amount of the Discount Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent as interest on the Discount Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. An initial purchaser who acquires a Discount Bond at the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bonds and will increase the adjusted basis in such Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.

Original Issue Premium

Certain of the Series 2025 Bonds (the "Premium Bonds") may be offered and sold to the public at an initial offering price in excess of the principal amount of such Premium Bond, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds

which are not purchased in the initial offeringat the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

RATINGS

Moody's Investors Service ("Moody's") and S&P Global Ratings ("S&P") have assigned ratings of "___" (_____ outlook) and "___" (____ outlook), respectively, to the Series 2025 Bonds. Such ratings reflect the views of the respective rating agencies and an explanation of the significance of such ratings may be obtained only from the rating agencies at the following addresses: Moody's may be obtained from Moody's at 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, (212) 553-0300. An explanation of the rating and outlook given by S&P may be obtained from S&P at 55 Water Street, New York, New York, 10041, (212) 438-2000. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agency concerned, if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect upon the market price of the Series 2025 Bonds.

FINANCIAL ADVISOR

PFM Financial Advisors LLC, Orlando, Florida (the "Financial Advisor") is employed as the Financial Advisor to the City in connection with the issuance of the Series 2025 Bonds. The Financial Advisor's fee for services rendered with respect to the sale of the Series 2025 Bonds is contingent upon the issuance and delivery of the Series 2025 Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information in this Official Statement.

AUDITED FINANCIAL STATEMENTS

The general purpose financial statements of the City as of September 30, 2023 and for the year then ended, attached hereto as "APPENDIX B – City of Winter Garden, Florida Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 20**[**24**]**," have been audited by Binney Accounting and Assurance Services, PLLC, independent auditors, as stated in their report appearing therein. The consent of the City's auditor to include in this Official Statement the aforementioned report was not requested, and the general purpose financial statements of the City are provided only as publicly available

documents. The auditor was not requested nor did they perform any other procedures with respect to the preparation of this Official Statement or the information presented herein.

The Series 2025 Bonds are payable solely from the Pledged Funds as described in the Bond Resolution and the Series 2025 Bonds are not otherwise secured by, or payable from, the general revenues of the City. The general-purpose financial statements are presented for general information purposes only.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Series 2025 Bonds upon an event of default under the Bond Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the federal bankruptcy code, the remedies specified by the Bond Resolution and the Series 2025 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2025 Bonds, including Bond Counsel's approving opinion, will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the Series 2025 Bondholders to provide certain financial information and operating data relating to the City and the Series 2025 Bonds in each year, and to provide notices of the occurrence of certain enumerated material events. The City has agreed to file annual financial information and operating data and the audited financial statements with each entity authorized and approved by the SEC to act as a repository (each a "Repository") for purposes of complying with Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934 (the "Rule"). Effective July 1, 2009, the sole Repository is the Municipal Securities Rulemaking Board. The City has agreed to file notices of certain enumerated material events, when and if they occur, with the Repository either itself or through its dissemination agent. Currently, the City's dissemination agent is Digital Assurance Certification, LLC.

The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in "APPENDIX G - Form of Disclosure Dissemination Agent Agreement" attached hereto. The Disclosure Dissemination Agent Agreement shall be executed by the City prior to the issuance of the Series 2025 Bonds. These covenants have been made in order to assist the Underwriters in complying with the continuing disclosure requirements of the Rule.

With respect to the Series 2025 Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule.

UNDERWRITING

J.P. Morgan Securities LLC ("JPMS"), on behalf of itself and Raymond James & Associates, Inc. (collectively, the "Underwriters") has agreed to purchase the Series 2025 Bonds at an aggregate purchase price of $_____ (representing the par amount of the Series 2025 Bonds of $_____ **[**plus/less**]** an original issue **[**premium/discount**]** of $_____ and less an Underwriters' discount of $_____). The Underwriters' obligations are subject to certain conditions precedent described in a contract of purchase with the City, and the Underwriters will be obligated to purchase all of the Series 2025 Bonds if any Series 2025 Bonds are purchased. The Series 2025 Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2025 Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriters.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriters and their respective affiliates may have certain creditor and/or other rights against the City in connection with such activities. In the various course of their various business activities, the Underwriters and their affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the City (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the City. The Underwriters and their affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

JPMS, one of the Underwriters of the Series 2025 Bonds, has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Series 2025 Bonds that such firm sells.

EXPERTS AND CONSULTANTS

The references herein to Carollo Engineers, Inc., Orlando, Florida, as Consulting Engineer, and Raftelis Financial Consultants, Inc., Maitland, Florida, as Financial Feasibility Consultant, have been approved by said firms. The Consulting Engineer's Report of the Consulting Engineer has been included as "APPENDIX E – Consulting Engineer's Report" attached to this Official Statement. The Financial Feasibility Report of the Financial Feasibility Consultant has been included as "APPENDIX D – Financial Feasibility Report" attached to this Official Statement. References to and excerpts herein from such Reports do not purport to be an adequate summary of such Reports or complete in all respects. Such Reports are an integral part of this Official Statement and should be read in their entirety for complete information with respect to the subjects discussed therein.

FORWARD LOOKING STATEMENTS

This Official Statement contains certain "forward looking statements" concerning the City's operations, performance and financial condition, including its future economic performance, plans and objectives and the likelihood of success if development and expanding. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of the City. The words "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate," and similar expressions are meant to identify these forward looking statements. Actual results may differ materially from those expressed or implied by these forward looking statements.

CONTINGENT FEES

The City has retained Bond Counsel, Disclosure Counsel and the Financial Advisor with respect to the authorization, sale, execution and delivery of the Series 2025 Bonds. Payment of the fees of such professionals and an underwriting discount to the Underwriters (including the fees of their counsel) to be paid by the City are each contingent upon the issuance of the Series 2025 Bonds.

ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT

The references, excerpts, and summaries of all documents, statutes, and information concerning the City and certain reports and statistical data referred to herein do not purport to be complete, comprehensive and definitive and each such summary and reference is qualified in its entirety by reference to each such document for full and complete statements of all matters of fact relating to the Series 2025 Bonds, the security for the payment of the Series 2025 Bonds and the rights and obligations of the owners thereof and to each such

statute, report or instrument. Copies of such documents may be obtained from either the office of the City Clerk, 300 W Plant Street Winter Garden, Florida 34601, telephone (407) 656-4111 or the City's Financial Advisor, PFM Financial Advisors LLC, 200 S. Orange Avenue, Suite 760, Orlando, Florida 32801, telephone (407) 406-5773.

The information contained in this Official Statement has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of the Official Statement, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriters.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Series 2025 Bonds.

The appendices attached hereto are integral parts of this Official Statement and must be read in their entirety together with all foregoing statements.

[Remainder of page intentionally left blank]

AUTHORIZATION OF OFFICIAL STATEMENT

The execution and delivery of this Official Statement has been duly authorized and approved by the City. At the time of delivery of the Series 2025 Bonds, the City will furnish a certificate to the effect that nothing has come to their attention which would lead it to believe that the Official Statement (other than information herein related to DTC, the book-entry only system of registration and the information contained under the caption "TAX MATTERS" as to which no opinion shall be expressed), as of its date and as of the date of delivery of the Series 2025 Bonds, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Official Statement is intended to be used, or which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

WINTER GARDEN, FLORIDA

By:_____
John Rees
Mayor/Commissioner

By:_____
Jon C. Williams
City Manager

APPENDIX A

GENERAL INFORMATION CONCERNING WINTER GARDEN, FLORIDA

APPENDIX B

CITY OF WINTER GARDEN, FLORIDA ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 20[24]

APPENDIX C

FORM OF BOND RESOLUTION

APPENDIX D

FINANCIAL FEASIBILITY REPORT

APPENDIX E

CONSULTING ENGINEER'S REPORT

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

APPENDIX G

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

PAYING AGENT AND REGISTRAR AGREEMENT

THIS PAYING AGENT AND REGISTRAR AGREEMENT (this "Agreement"), is entered into as of **[**CLOSING DATE**]**, by and between the **City of Winter Garden, Florida** (the "Issuer"), and **U.S. Bank Trust Company, National Association**, a national banking association organized and existing under the laws of the United States of America (the "Bank"), as Paying Agent and Registrar.

RECITALS

WHEREAS the Issuer has duly authorized and provided for the issuance of its City of Winter Garden, Florida Water and Wastewater Revenue Bonds, Series 2025 (the "Bonds") in an aggregate principal amount of $**[**PAR**]**.00 to be issued as fully registered bonds without coupons;

WHEREAS the Issuer will ensure all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Registrar for the Bonds;

WHEREAS the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. DEFINITIONS.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America.

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Fiscal Year" means the fiscal year of the Issuer ending on September 30 of each year.

"Issuer" means the City of Winter Garden, Florida.

"Paying Agent" means the Bank when it is performing the function of paying agent for the Bonds.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the Bank when it is performing the function of registrar for the Bonds.

"Resolution" means Resolution No. 25-04 adopted by the City Council of the Issuer on March 13, 2025.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond as the date on which the principal of such Bond is due and payable.

ARTICLE II
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

SECTION 2.01. APPOINTMENT AND ACCEPTANCE.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement and the Resolution the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds. As Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar and shall perform the duties of Paying Agent and Registrar for the Bonds in accordance with this Agreement and the Resolution.

SECTION 2.02. COMPENSATION.

As compensation for the Bank's services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the Issuer and the Bank.

In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, incurred or made by the Bank in connection with entering into and performing under this Agreement or in connection with investigating and defending itself against any claim or liability hereunder.

ARTICLE III
PAYING AGENT

SECTION 3.01. DUTIES OF PAYING AGENT.

As Paying Agent, the Bank, provided sufficient collected funds have been deposited for such purpose by or on behalf of the Issuer in the account designated by the Bank hereunder (the "Account"), shall pay on behalf of the Issuer the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bond and the Resolution. The Bank has no obligation to draw upon any account or pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the Issuer to comply with its obligations except to the extent expressly set forth in this Agreement or the Resolution.

SECTION 3.02. PAYMENT DATES.

The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bonds, from the Account to the extent such amounts are on deposit in the Account.

The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

SECTION 3.03 RECEIPT OF FUNDS.

The Issuer hereby agrees to deposit in the Account sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying

Agent at least 5 business days prior to payment date or (2) payment by wire must be received by Paying Agent **one day prior to payment date**.

ARTICLE IV
REGISTRAR

SECTION 4.01. INITIAL DELIVERY OF BONDS.

The Bonds will be initially registered and delivered to the purchasers designated by the Issuer as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

SECTION 4.02. DUTIES OF REGISTRAR.

The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds in accordance with the applicable provisions of the Resolution. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or such Registered Owner's agent. The Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

SECTION 4.03. UNAUTHENTICATED BONDS.

Upon request, the Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

SECTION 4.04. FORM OF BOND REGISTER.

The Bank as Registrar will maintain its records as Registrar in accordance with the Bank's general practices and procedures in effect from time to time and with the provisions of the Resolution.

SECTION 4.06. CANCELLED BONDS.

All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for its retention period then in effect and shall

thereafter be destroyed and evidence of such destruction furnished to the Issuer upon its written request.

SECTION 4.07. MUTILATED, LOST, STOLEN OR DESTROYED BONDS.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is otherwise satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

ARTICLE V
THE BANK

SECTION 5.01. DUTIES OF BANK.

The Bank undertakes to perform the duties of Paying Agent and Registrar set forth herein and in the Resolution, each of which is ministerial and non-fiduciary in nature. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium, if any, and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

SECTION 5.02. RELIANCE ON DOCUMENTS, ETC.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

SECTION 5.03. RECITALS OF ISSUER.

The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

SECTION 5.04. MAY OWN BONDS; OTHER TRANSACTIONS.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds. The Bank may engage in or be interested in any financial or other transaction with the Issuer, any Bond owner or any other Person.

SECTION 5.05. MONEY HELD BY BANK.

Money held by the Bank hereunder need not be segregated from other funds so long as the Bank can properly account for the Issuer's funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder. Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed, by the Registered Owner (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

SECTION 5.06. INTERPLEADER.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

SECTION 5.07. INDEMNIFICATION.

To the extent authorized by law, the Issuer shall indemnify the Bank, its officers, directors and employees ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to have been caused by the Bank's negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers, rights or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

ARTICLE VI
MISCELLANEOUS PROVISIONS

SECTION 6.01. AMENDMENT.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

SECTION 6.02. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party.

SECTION 6.03. NOTICES.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed, faxed, sent pdf or delivered to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer: City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787
Attn: **[**City Manager**]**

If to the Bank: U.S. Bank Trust Company, National Association
6410 Southpoint Parkway, Suite 200
Jacksonville, Florida 32216
Attn: Global Corporate Trust

SECTION 6.04. EFFECT OF HEADINGS.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 6.05. SUCCESSORS AND ASSIGNS.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

SECTION 6.06. SEVERABILITY.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SECTION 6.07. BENEFITS OF AGREEMENT.

Except with respect to the Indemnified Parties, this Agreement is intended to be for the benefit of or to be enforceable by only the Issuer and the Bank, and no third party shall be entitled to claim that it is a third party beneficiary hereof.

SECTION 6.08. ENTIRE AGREEMENT.

This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar.

SECTION 6.09. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

SECTION 6.10. TERM AND TERMINATION.

This Agreement shall be effective from and after its date and until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving 60 days prior written notice thereof to the Issuer. If the Bank shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Registrar. If an instrument of acceptance by a successor Paying Agent and Registrar shall not have been delivered to the Bank within sixty (60) days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and Registrar. In the event of resignation of the Bank as Paying Agent and Registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Issuer or its designee all funds in the Account and unauthenticated Bonds and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.07 hereof shall survive and remain in full force and effect following the termination of this Agreement.

SECTION 6.11. GOVERNING LAW.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Florida.

SECTION 6.12. DOCUMENTS TO BE DELIVERED TO BANK.

At the time of the Bank's appointment as Paying Agent and Registrar, the Issuer shall deliver to the Bank the following documents: (a) a specimen Bond; (b) a copy of the opinion of bond counsel provided to the Issuer in connection with the issuance of the Bonds; and (c) such other information that the Bank may request.

[Remainder of page intentionally left blank]

SECTION 6.13. PATRIOT ACT COMPLIANCE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. The Bank may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

(SEAL)

CITY OF WINTER GARDEN, FLORIDA

_____
Mayor/Comissioner

ATTEST:

_____
City Clerk

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Paying Agent and Registrar

By: _____
Authorized Representative

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of **[**CLOSING DATE**]**, is executed and delivered by the City of Winter Garden, Florida (the "Issuer") and Digital Assurance Certification LLC, as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to assist the Issuer in processing certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. **Definitions**. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the annual financial statements of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification LLC, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Disclosure Representative" means the Issuer's City Manager, Financial Services Director or Deputy Director of Finance, or any of their designees, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any

other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Exhibit A.

"Trustee" means the institution, if any, identified as such in the document under which the Bonds were issued.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. **Provision of Annual Reports**. (a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the April 30 following

the end of each fiscal year of the Issuer, commencing with the fiscal year ending September 30, 2025. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 10:00 a.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, if any, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"

2. "Non-Payment related defaults, if material;"

3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"

4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"

5. "Substitution of credit or liquidity providers, or their failure to perform;"

6. "Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;"

7. "Modifications to rights of securities holders, if material;"

8. "Bond calls, if material, and tender offers;"

9. "Defeasances;"

10. "Release, substitution, or sale of property securing repayment of the securities, if material;"

11. "Rating changes;"

12. "Bankruptcy, insolvency, receivership or similar event of the Issuer;"

13. "The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive

agreement relating to any such actions, other than pursuant to its terms; if material"

14. "Appointment of a successor or additional trustee or the change of name of a trustee, if material;"

15. "Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and

16. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties."

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) hereof with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in obligated person;"

3. "notice to investors pursuant to bond documents;"

4. " certain communications from the Internal Revenue Service other than those communications included in the Rule;"

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;" and

10. "other event-based disclosures."

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"

2. "change in fiscal year/timing of annual disclosure;"

3. "change in accounting standard;"

4. "interim/additional financial information/operating data;"

5. "budget;"

6. "investment/debt/financial policy;"

7. "information provided to rating agency, credit/liquidity provider or other third party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 10:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force

Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the financial and statistical information provided in the Official Statement in the following tables:

(i) Updates of information set forth in the Official Statement relating to:

(A) Table entitled "CITY OF WINTER GARDEN HISTORICAL DEMAND AND PERMITTED CAPACITY";

(B) Table entitled "CREST AVENUE WWTF HISTORICAL INFLUENT FLOWS FOR 2019-2023";

(C) Table entitled "CREST AVENUE WWTF AADF FLOWS AND PAR MMADF USAGE FOR 2019-2023";

(D) Table entitled "NUMBER OF ACCOUNTS – FISCAL YEAR ENDED SEPTEMBER 30, 2024";

(E) Table entitled "HISTORICAL CUSTOMER STATISTICS – WATER SYSTEM";

(F) Table entitled "HISTORICAL CUSTOMER STATISTICS – WASTEWATER SYSTEM";

(G) Table entitled "TEN LARGEST WATER AND WASTEWATER CUSTOMERS OCTOBER 1, 2023 TO SEPTEMBER 30, 2024";

(H) Table entitled "MONTHLY WATER RATES";

(I) Table entitled "MONTHLY WASTEWATER RATES"; and

(J) Table entitled "WATER AND WASTEWATER CONNECTION FEES."

(b) Audited Financial Statements as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then unaudited financial statements, prepared in accordance with Generally Accepted Accounting Principles as described in the Official Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

The Issuer will reserve the right to modify from time to time the specific type of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer will agree that any such modification will be done in a manner consistent with the Rule.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of Bondholders, if material;

(viii) Bond calls, if material and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer; **Note to subsection (a)(12) of this Section 4:** For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);

(xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders of the Bonds, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. **CUSIP Numbers**. The Issuer will provide the Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. **Additional Disclosure Obligations**. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. **Voluntary Filing**. (a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure

Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) hereof to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. **Termination of Reporting Obligation**. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an Obligated Person with respect to

the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. **Disclosure Dissemination Agent**. The Issuer has appointed Digital Assurance Certification, LLC as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days' written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. **Remedies in Event of Default**. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. **Duties, Immunities and Liabilities of Disclosure Dissemination Agent**. (a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied

with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. **Amendment; Waiver**. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. **Beneficiaries**. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, if any, for the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. **Governing Law**. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. **Counterparts**. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages to follow]

[SIGNATURE PAGE TO DISCLOSURE DISSEMINATION AGENT AGREEMENT]

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION LLC, as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO DISCLOSURE DISSEMINATION AGENT AGREEMENT]

CITY OF WINTER GARDEN, FLORIDA,
as Issuer

By: _____

Attest: City Clerk

Name: John Rees
Title: Mayor/Commissioner

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer: City of Winter Garden, Florida

Obligated Person(s) [_____]

Name of Bond Issue: City of Winter Garden, Florida Water and Wastewater Revenue Bonds, Series 2025

Date of Issuance: **[**CLOSING DATE**]**

Date of Official Statement: **[**SALE DATE**]**

CUSIP Numbers:

Series 2025

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	City of Winter Garden, Florida
Obligated Person(s)	[_____]
Name(s) of Bond Issue(s):	City of Winter Garden, Florida Water and Wastewater Revenue Bonds, Series 2025
Date(s) of Issuance:	**[**CLOSING DATE**]**
Date(s) of Disclosure Agreement	**[**CLOSING DATE**]**
Date of Official Statement:	**[**SALE DATE**]**
CUSIP Numbers:	

Series 2025

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification LLC, as Disclosure Dissemination Agent. [The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____].

Dated: _____

Digital Assurance Certification LLC, as Disclosure Dissemination Agent, on behalf of the Issuer

_____

cc:

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" may be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

City of Winter Garden, Florida

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material;" Tender offers;
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the securities, if material;"
11._____"Rating changes;"
12._____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
13._____"Merger, consolidation, or acquisition of the obligated person, if material;"
14._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
15._____"Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and
16._____"Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____Title: _____

Digital Assurance Certification LLC
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of **[**CLOSING DATE**]**, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

City of Winter Garden, Florida

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

_____

Number of pages attached: _____

____ Description of Voluntary Event Disclosure (Check One):

1.____"amendment to continuing disclosure undertaking;"
2.____"change in obligated person;"
3.____"notice to investors pursuant to bond documents;"
4.____"certain communications from the Internal Revenue Service;"
5.____"secondary market purchases;"
6.____"bid for auction rate or other securities;"
7.____"capital or other financing plan;"
8.____"litigation/enforcement action;"
9.____"change of tender agent, remarketing agent, or other on-going party; and"
10.___"other event-based disclosures."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____ Title: _____

Digital Assurance Certification LLC
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of **[**CLOSING DATE**]**, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

City of Winter Garden, Florida

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

_____

Number of pages attached: _____

____ Description of Voluntary Financial Disclosure (Check One):

1.____"quarterly/monthly financial information;"
2.____"change in fiscal year/timing of annual disclosure;"
3.____"change in accounting standard;"
4.____"interim/additional financial information/operating data;"
5.____"budget;"
6.____"investment/debt/financial policy;"
7.____"information provided to rating agency, credit/liquidity provider or other third party;"
8.____"consultant reports;" and
9.____"other financial/operating data."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____ Title: _____

Digital Assurance Certification LLC
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

To: City Commission

Via: Jon C Williams, City Manager

From: Frank M. Gilbert, Asst. City Manager – Administrative Services

Date: February 24, 2025 **Meeting Date:** March 13, 2025

Subject: Request approval to purchase Modular Building currently used as temporary Fire Station 21 quarters and office, located at 902 Avalon Road for $62,500, from Creative Modular Buildings.

Discussion: Considering the initial cost of the lease and improvements such as adding ADA ramps, stairs, equipment, furnishings and vehicle bays, and a new lift station it would be more effective to utilize the building as a multi-purpose facility for the southern end of the city. This would allow police patrolling the southern zones to have a location to fill out reports and have meal and bathroom breaks. It also, would allow the city to eliminate rented storage facilities used for records and equipment.

Recommended Action:

Approve purchase agreement between Creative Modular Buildings and the City of Winter Garden authorizing the City Manager to sign the sales agreement to purchase the modular building currently used as Fire Station 21 located at 902 Avalon Road.

Attachments

Sales agreement with Creative Modular Buildings

Memorandum dated February 24, 2025 to City Commission

City of Winter Garden
Administrative Services
INTERNAL MEMORANDUM

Date: February 24, 2025

To: City Commission

Thru: Jon C. Williams, City Manager

From: Frank Gilbert, Asst. City Manager – Administrative Services

Subject: Purchase of Temporary Fire Station 21 Modular Building

In 2024 in anticipation of the construction of Fire Station 21 on Marsh Road the City of Winter Garden entered into a lease agreement for a 1440 square foot modular building located at 902 Avalon Road to house fire crews and equipment. The lease agreement for $1,540 per month expired and the vendor, Creative Modular Buildings, has agreed to either renew the lease or sell the unit to the city for $62,500.

Another two-year lease would cost the city approximately $36,960 with additional costs associated with the removal of the unit at lease-end including Creative Modular Buildings cost for removal from the site at a cost of $7,195 plus cleaning and repairing any damage. Additionally, the city would have to remove stairs, ADA ramp, fire system, radio system, security cameras, IT equipment as well as electrical and plumbing connections. The cost of the lease and subsequent removal could cost up to $54,155.

Alternatively, the city can purchase the unit for $62,500 and utilize it for a multi-purpose building such as an outpost in the Southern part of the city for the police department to utilize for breaks allowing the patrol unit to stay in their zone, as well as storage of a variety of items/supplies for other departments. The existing vehicle bay could also be converted in the future for additional storage.

It is recommended that the Commission approve the purchase of the modular building located at 902 Avalon Road from Creative Modular Buildings for $62,500.

Creative
MODULAR BUILDINGS, INC.

PROPOSAL AND AGREEMENT OF SALE

Date 12/24/24

CREATIVE MODULAR BUILDINGS, INC., a Florida Corporation, hereinafter referred to as “Seller” hereby submits for acceptance by
City of Winter Garden
300 West Plant Street
Winter Garden, Floirda 34787
hereinafter referred to as “Buyer”, the following Proposal to furnish the materials described below for the prices indicated:

QUANTITY	DESCRIPTION	PRICE
1- 24x60	Modular Building Serail 18501 AB	$62,500.00
	Delivery	ON Site
	Set up	ON Site
	SOLD AS IS	
	Sub-total	$62,500.00
	Tax Exempt Cert 85-8012621706C-4	NA
	Total:	$62,500.00

DELIVERY: Yes
INSTALLATION: Block, level, tie down only

TOTAL EXCLUDING ANY STATE OR LOCAL TAXES OR OTHER GOVERNMENTAL CHARGE (WILL BE COMPUTED ON INVOICE.)

Drawing No.	Accepted	Date	TERMS OF PAYMENT
			1. IN FULL
Specification	**Accepted**	**Date**	SHIPPING ADDRESS
			City of Winter Garden

Seller estimates, that delivery of the materials described above will require ON SITE days weeks after Seller is in receipt of complete information and drawings approved by Buyer, and satisfactory financial arrangements have been made. This estimate is subject to paragraph 4 of the Terms and Conditions on the reverse side hereof.

This Proposal by Seller must be accepted in its entirety by Buyer within fifteen (15) days from the date hereof, and acceptance shall be defined for purposes of this Proposal and Agreement as receipt by Seller of the duly executed original hereof at its office in Tampa, Florida. Buyer’s acceptance of this Proposal subsequent to fifteen (15) days from the date hereof shall be deemed to be counterproposal, which shall be subject to renegotiation.

The Seller agrees to sell and the Buyer agrees to buy the above described materials for the price and on the terms herein set forth, including the Terms and Conditions set forth on the reverse side of this Proposal and Agreement, which Terms and Conditions are incorporated herein by this reference as if hereat set out in full.

This Agreement will not become binding and effective until signed by an authorized officer of the Buyer and an authorized officer of the Seller. Buyer warrants that the person signing in Buyer’s behalf is an authorized officer.

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be accepted at the prices and upon the Terms and Conditions named herein and to be executed by a duly authorized officer.

BUYER

By _____

Title _____

Date _____

PURCHASE ORDER NO. _____

SELLER CREATIVE MODULAR BUILDINGS, INC.

By Joel B. Felty

Title VP/ CEO

Date _____

WITNESS

By _____

Title _____

Date _____

SEND PAYMENT TO:
8875 HIDDEN RIVER PARKWAY
SUITE 300
TAMPA, FL 33637

Save As

Clear All

GENERAL TERMS AND CONDITIONS

1. Acceptance of this proposal by Buyer shall constitute an agreement by the Buyer to all the terms and conditions contained herein, subject, however, to the right of the Seller at its home office to cancel this agreement within fifteen (15) days of receipt of Buyer's acceptance or order by the Seller's home office.
2. In consideration of Seller furnishing the materials described on the front page hereof, the Buyer shall pay to the Seller the sum stipulated on the front page hereof, subject to such additions or deductions relative to changes which may hereinafter be agreed upon between the parties in writing. Payment shall be made to the Seller at its office. The Buyer shall pay to the Seller the full sales price within ten (10) days of invoice date, or sooner if otherwise stipulated on the front page hereof.
3. Unless otherwise specifically set forth in this Proposal and Agreement, it is specifically agreed and understood between the parties that the price herein specified does not include any state or local taxes or other governmental charge. Any tax or other government charge upon the production, sale, use of the products sold, now imposed or hereafter becoming effective, shall be paid and remitted to the appropriate governmental agency by the Buyer, or if state or federal law does not permit payment and remission in such manner, said tax or other governmental charge shall be added to the price and shall be paid by Buyer to Seller.
4. Intentionally deleted, as the Seller's work is completed and the building has been delivered.
5. Intentionally deleted.
6. THE BUYER SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH BUILDING CODES, FOR OBTAINING ANY TYPE OF BUILDING PERMITS AND LICENSES THAT MAY BE REQUIRED ON THE PROJECT, AND FOR PAYMENT OF STATE AND LOCAL TAXES WHICH MAY BE APPLICABLE TO THE SALE COVERED BY THIS PROPOSAL AND AGREEMENT.
7. The Buyer acknowledges that the modular building is already located on the property and is being purchased pursuant to Buyer's rights under the existing lease. As no construction, site preparation, or installation by Seller is required, the Buyer shall have no obligation to indemnify or hold Seller harmless for any claims related to workers' compensation, bodily injury, property damage, or any other liabilities arising from construction or site work.
8. The Buyer agrees that it shall not assign or transfer this Agreement or any part hereof or any amount payable hereunder, except with the prior written consent of the Seller and any attempt to do so shall be null and void and of no force or effect whatsoever.
9. Intentionally deleted.
10. Intentionally deleted.
11. The Buyer warrants that he owns, or has the right to maintain buildings on, the property where the modular building described herein has been delivered and installed. The Buyer further warrants that the placement of the building complies with all applicable zoning restrictions and other laws.
12. Intentionally deleted.
13. No charge for labor or material furnished by the Buyer shall be allowed as a credit under this Agreement unless authorized in writing by the Seller.
14. Intentionally deleted.
15. Expressly incorporated herein by reference thereto are the plans and specifications relating to the materials specified in this Proposal and Agreement of Sale.
16. In the event any act or thing required of Buyer hereunder shall not be done and performed in the manner and at the time or times required by this Agreement, Buyer shall thereby be held in default, and all amounts due under the terms and conditions of this Agreement shall be payable immediately by Buyer to Seller, without demand by Seller. In addition Buyer will reimburse Seller for any legal fees and costs that become due as a direct result of Buyer's default of this Agreement, and Buyer will pay to Seller interest at the rate of 18% per annum, calculated on a 360 days equals one (1) year base, on the full sale price stipulated on the face hereof. Interest will be calculated from the date said default takes place, through and including the date of Settlement.
17. The Seller's materials as described herein are warranted for a period of one year against structural failure due to defective material or workmanship in the materials manufactured, unless otherwise stated by warranties of the Seller's supplier of purchased components. Such warranties will be conveyed to Buyer, and Buyer will deal directly with the Supplier if a claim arises.
    Seller's liability is limited to replacing (but not dismantling and installing) defective parts on an exchange basis, F.O. B. the manufacturer's factory. The warranty is limited to "Normal" usage and exposure. The following are excluded by the definition of "normal" and therefore from this warrants' if such conditions exist.
    A. Improper maintenance.
    B. Installation in an area subject to heavy fall-out or exposure to corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufacturers, paper plants and the like.
    C. Acts of God, vandalism, falling objects, external forces, explosion, fire, riots, acts of war and radiation.
    In the event that any defect is discovered by the Buyer, notice of the defect shall be given to the Seller in writing and such notice must be sent within the warranty period by certified registered mail. The warranty is tendered for the sole benefit of the original Buyer and is not transferable or assignable and further is void in the event the product is removed from its original location of installation. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED (INCLUDING WARRANTIES RELATING TO MERCHANTABILITY) EXCEPT THOSE STATED HEREIN. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES FOR ANY BREACH HEREOF.
18. The failure by Seller to enforce at any time, or for any period of time, any one or more of the terms of this Proposal and Agreement shall not be a waiver of such terms and conditions or of the Seller's right thereafter to enforce each and every term and condition contained herein.
19. Upon acceptance, this Proposal, together with its terms and conditions, shall constitute the entire agreement between the Seller and the Buyer, there being merged all prior and collateral representations, promises and conditions in connection with this proposal; and any representation, promise or condition not incorporated herein shall not be binding on either party.
20. Title to the product described herein will be conveyed to the Buyer simultaneously with payment in full to Seller.
21. Definitions:
    A. Delivery – Date of execution of this Agreement.
    B. Materials – The term materials as used herein shall refer to the modular building provided by the Seller as described on the front page of this Proposal and Agreement of Sale.
22. Stenographical and clerical errors herein are subject to correction.
23. This Agreement and the Terms and Conditions of Sale shall be construed in accordance with and be governed by the laws of the State of Florida.

Creative Modular Buildings

Sales • Leasing • Design Services

QUOTATION # 1H REV

By: Mr. Joel B. Felty
Phone #: 813-975-7256 Fax #: 813-971-0187 Date: 8/14/24

Customer: City of Winter Garden Att: Michael Caines

Ship to: Winter Garden, Fl Delivery Date: ON SITE

Description: Modular Office * USED *

24 x 60

Cash Sale Price:	**$ 62,500.00**
Delivery:	**$ ON SITE**
Setup:	**$ ON SITE**
Sub-total:	**$ 62,500.00**
7% Florida Sales Tax:	**$ Tax Exemption**
Total:	**$ 62,500.00**

Operating Lease*Return at End

24 Monthly Lease:	**$ ~~1,640.00~~ 1,540**
Delivery:	**$ ON SITE**
Set Up:	**$ ON SITE**
Tear Down:	**$ 3,595.00**
Return:	**$ 3,600.00**

OPTIONS

Permits:	**$ Customer**

*Pricing does not include any applicable taxes * Cleaning & Damages assessed upon return. *subject to credit approval ***Quotation good for (10) days*** * Foundation-quoted as temporary. Customer to provide 6 inch concrete slab if required.

8875 HIDDEN RIVER PARKWAY, SUITE 300, TAMPA, FL 33637, (813) 975-7256 FX (813) 971-0180

All contracts, quotes, and agreements must be submitted on Creative Modular Buildings printed contract forms and approved by the president in order to be binding.

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Graham, Police Chief

Via: City Manager Jon C. Williams

Date: March 6, 2025 **Meeting Date:** March 13, 2025

Subject: Amendment to the current Orange County Intergovernmental Radio System Encryption Key Memorandum of Understanding.

Issue: The City of St. Cloud, including the St. Cloud Police Department, has requested access to the encryption key to enable them to access the Orange County encrypted Metro radio channels.

Recommended action: Authorize the Mayor and the Police Chief to execute the amendment to the memorandum of understanding with the other listed municipalities.

Attachment: Copy of the amendment to the memorandum of understanding and City of Winter Garden signature page to be executed.

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

Orange County Intergovernmental Radio System Encryption Key

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING ("First Amended MOU"), is made by and between the Orange County Sheriff's Office, hereinafter referred to as the "Sheriff;" the City of Apopka, hereinafter referred to as "Apopka;" the City of Belle Isle, hereinafter referred to as "Belle Isle;" the Town of Eatonville, hereinafter referred to as "Eatonville;" the City of Edgewood, hereinafter referred to "Edgewood;" the City of Maitland, hereinafter referred to as "Maitland;" the Town of Oakland, hereinafter referred to as "Oakland;" the City of Ocoee, hereinafter referred to as "Ocoee;" the City of Orlando, hereinafter referred to as "Orlando;" the University of Central Florida, hereinafter referred to as "UCF;" the Town of Windermere, hereinafter referred to as "Windermere;" the City of Winter Garden, hereinafter referred to as "Winter Garden;" the City of Winter Park, hereinafter referred to as "Winter Park;" Orange County Government, hereinafter referred to as "Orange County;" Orange County School Police, hereinafter referred to as "School Police;" and the City of St. Cloud, hereinafter referred to as "St. Cloud," who agree as follows:

On August 1, 2017, the Memorandum of Understanding regarding the Orange County Intergovernmental Radio System Encryption Key ("Original MOU") became effective and has automatically renewed each year since. A copy of the Original MOU is attached as Attachment A.

The Original MOU enabled mutual sharing of an encryption key to access certain Orange County encrypted Metro radio channels among the original parties.

The City of St. Cloud, including the St. Cloud Police Department, has requested access to the encryption key to enable it to access the Orange County encrypted Metro radio channels.

Subsection 3.6. of the Original MOU permits the parties to give written prior consent to release the encryption key to another entity not listed as a signatory to the Original MOU. The existing parties to the Original MOU have expressed no objection to the City of St. Cloud's request.

Section 4 of the Original MOU permits amendments using a writing executed by the parties.

Therefore, in exchange for good and adequate consideration, the parties agree to amend and restate the Original MOU as follows.

A. Amendment and Restatement

The Original MOU is hereby amended and restated as set forth herein.

B. Term and Renewal

Paragraph 1 of the Original MOU is superseded by the following language:

> This first amendment and restatement of the Original MOU is effective on the first (1st) day of February 2025, regardless of date of execution, and this First Amended MOU shall automatically renew on a year-to-year basis thereafter.

C. Adoption of Original MOU

Paragraphs 2., 3., and 4., of the Original MOU are adopted and incorporated herein in their entirety by the existing parties and by the City of St. Cloud.

D. Permission to release the encryption key to the City of St. Cloud

The Original MOU is amended to add Paragraph 5 as follows:

5. By executing this First Amended MOU, the City of St. Cloud is formally made a signatory. The parties to the Original MOU agree that the encryption key shall be released to the City of St. Cloud, including the St. Cloud Police Department. The City of St. Cloud as a signatory to the First Amended MOU shall be bound by all the same terms and conditions of its use and preservation.

E. Execution

This First Amended MOU may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

The signatories hereto represent that they have been duly authorized to enter into this First Amended MOU on behalf of the Party for whom they sign.

SHERIFF'S OFFICE OF ORANGE COUNTY, FLORIDA

John. W. Mina
As Sheriff of Orange County, Florida

Date

FOR USE AND RELIANCE ONLY
BY THE SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 20___.

Assistant or General Counsel
Orange County Sheriff's Office

F:\ELLIOTT, Deziree\Contracts_Non-Grant\Intergovernmental Multiparty\Encryption Memorandum of Understanding 2025Amendment.docx

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: Aug. 1, 2017

COPY

MEMORANDUM OF UNDERSTANDING

Orange County Intergovernmental Radio System Encryption Key

THIS AGREEMENT, made this _____ day of AUG 0 1 2017, 2017, by and between the Orange County Sheriff's Office, hereinafter referred to as the "Sheriff;" the City of Apopka, hereinafter referred to as "Apopka;" the City of Belle Isle, hereinafter referred to as "Belle Isle;" the Town of Eatonville, hereinafter referred to as "Eatonville;" the City of Edgewood, hereinafter referred to "Edgewood;" the City of Maitland, hereinafter referred to as "Maitland;" the Town of Oakland, hereinafter referred to as "Oakland;" the City of Ocoee, hereinafter referred to as "Ocoee;" the City of Orlando, hereinafter referred to as "Orlando;" the University of Central Florida, hereinafter referred to as "UCF;" the Town of Windermere, hereinafter referred to as "Windermere;" the City of Winter Garden, hereinafter referred to as "Winter Garden;" the City of Winter Park, hereinafter referred to as "Winter Park;" Orange County Government, hereinafter referred to as "Orange County;" and Orange County School Police, hereinafter referred to as "School Police" agree as follows:

WHEREAS; the parties to this agreement are all governmental public safety agencies who share common public safety radio systems, and

WHEREAS; certain communications and information transmitted over said radios contain confidential and emergency information not subject to public disclosure, and

WHEREAS; the parties believe that it is necessary to ensure the confidentiality and security of radio transmissions made by their public safety agencies.

NOW THEREFORE; the parties agree to the establishment of parameters for use of a common encryption key for all public safety radios operating on the Orange County Intergovernmental Radio System.

1. Term

The term of this agreement shall commence on the _____ day of AUG 0 1 2017, 2017 and shall be automatically renewable on a year-to-year basis.

2. Termination

Parties may withdraw from this agreement upon sixty (60) days prior written notice to all other participants. The parties individually agree that in the event that they withdraw from this agreement, any encryption information previously provided to them including the encryption key will remain confidential.

3. Policy

The user agencies operating on the Orange County Intergovernmental Radio System hereinafter referred to as the "Radio System" will:

1. Agree to utilize the same encryption key for all public safety radios.
2. Agree to keep the encryption key in a secure location and to take every precaution to keep the key secret.
3. Immediately notify the Orange County Sheriff's Office in the event they have reason to believe that the confidentiality of the encryption key has been compromised.
4. Agree not to change the encryption key used for the Radio System without coordinating that change with all of the other signatories of this Agreement.
5. Agree not to program the encryption key into any non-public safety radio.
6. Agree not to release the encryption key to any other user or entity not listed as a signatory to this agreement without the express prior written consent of all of the signatories.
7. Not provide encrypted radios for use by non-public safety personnel.
8. Agree to periodically change the encryption key for the Radio System in concert with the other signatories.
9. Agree not to release the encryption key to any agency outside Orange County, Florida, unless law enforcement agencies require access for mutual aid. (Examples: Task Force, MBI, etc.)

4. Amendments

This Agreement shall not be amended except in writing and executed by the parties.

Jerry L. Demings
as Sheriff of Orange County, Florida

Reinaldo L. Rivero
Undersheriff
Acting Sheriff

Date: 7/20/17

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS 20 DAY OF July, 2017.

Dorothy Bunt acting
General Counsel

WINTER GARDEN POLICE DEPARTMENT

_____
STEVE GRAHAM
Chief of Police

APPROVED:
CITY OF WINTER GARDEN, FLORIDA

ATTEST:_____

_____
City Clerk

_____
JOHN REES
Mayor

APPROVED BY THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AT A MEETING HELD ON

_____
UNDER AGENDA NO._____.

FOR USE AND RELIANCE ONLY BY THE CITY OF WINTER GARDEN, FLORIDA. APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF_____, 2025.

_____
City Attorney

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Cheryl Jones
Human Resources Director

Via: Jon C. Williams
City Manager

Date: March 5, 2025 **Meeting Date: March 13, 2025**

Subject: Approval and Ratification of the IAFF Local 4947 "B" Group Collective Bargaining Agreement for October 1, 2024, through September 30, 2027.

Issue: The City negotiated in good faith with the IAFF "B" Group and was successful in coming to a tentative agreement on a new contract.

Recommended Action:

Motion to approve and ratify the proposed IAFF Local 4947 "B" Group Collective Bargaining Agreement for the period of October 1, 2024, to September 30, 2027.

Attachments/References:

- **Memo to the Mayor, Commission, and City Manager on 2/24/25 that provides a summary of the proposed changes to the "B" Group contract.**
- **The IAFF Local 4947 "B" Group proposed contract, which was ratified by Fire Battalion Chiefs on February 17 and 18, 2025.**

WINTER GARDEN PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 4947

Bargaining Unit
B Group

AND

CITY OF WINTER GARDEN

COLLECTIVE BARGAINING AGREEMENT

October 1, 2024 to September 30, 2027

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ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the City of Winter Garden, hereafter referred to as the "City" and the Winter Garden Professional Firefighters, IAFF Local 4947, B Group hereafter referred to as the "B Group Union."

ARTICLE 2

RECOGNITION

1. The City recognizes the B Group Union as the sole and exclusive bargaining agent for the employees in the classifications of Battalion Chief. The City further recognizes its obligation to bargain solely and exclusively with the B Group Representative, Union President and/or his/her designees and to refrain from any negotiations or direct dealings with the members of the bargaining unit, in accordance with all applicable Florida Statutes.

2. The B Group Union recognizes that the City Manager and his/her designees are the collective bargaining representatives for the City. The B Group Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his/her designees and to refrain from any negotiations with the legislative body of the City or any of its members, in accordance with all applicable Florida Statutes.

ARTICLE 3

MANAGEMENT RIGHTS

1. Nothing in this Agreement shall limit the City's management rights under applicable law. The City's exercise of such rights shall not preclude employees or the B Group Union from raising grievances, should the exercise of such rights have the practical consequence of violating the expressed terms of this Agreement.

2. In the event of a declared civil emergency, such as riots, civil disorders, hurricanes, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager or his designee during the time of the declared emergency, provided that the B Group Union is notified as soon as is practical, and further provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 4

UNION BUSINESS

1. B Group bargaining unit employees, Union Officers, and Union representatives shall be paid by the City only when they perform assigned fire and rescue duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize annual leave, shift exchanges, or Union Time Pool leave; provided, however, that they comply with the rules otherwise applicable to such leave and shift exchanges.

2. Nothing herein shall prohibit the City, in its sole discretion, from allowing Union Officers and/or Representatives to attend meetings scheduled by the City while they are on duty without the loss of pay or benefits.

3. No B Group bargaining unit employee shall be discriminated against because of activity on behalf of the Union which does not interfere with the discharge of his/her official duties, or does not violate this Agreement or applicable standards of conduct.

4. The City agrees to establish a Union Time Pool as set forth below. The Union Time Pool is to be used only by the Union President or his/her designee for the purpose of attending conferences, seminars, Union meetings, conventions, and other union business as deemed necessary by the Union President. Union Time Pool time shall not be used for political activities.

A. Each Union member shall donate two (2) of their annual leave hours into the Union Time Pool on January 1 of each year. If any Union member does not have enough hours in his/her annual leave account for the required donation, the donation will be delayed until the member has accrued enough hours to donate the required amount.

Newly hired Union members will not be assessed until the first January 1 following their hire. Annual leave donated to the Union Time Pool shall not be returned to the donor.

B. When time is required for the above mentioned purposes, the Union President or his designee shall submit to the Fire Chief or his/her designee the required form specifying the number of hours needed no less than seven (7) calendar days prior to the event. Use of time from the Union Time Pool will be subject to the approval of the Fire Chief or his/her designee. No use of Union Pool time shall be approved if the use will result in the Department incurring overtime.

C. Union Time Pool hours shall not be considered hours worked for purposes of overtime. Employees will not accrue leave while on Union Pool time.

D. Any injury incurred by a B Group bargaining unit employee whose time is being paid for by the Union Time Pool, or while engaged in activities paid for by the Union Time Pool, shall not be a considered a line of duty injury, nor shall such injury be considered to have been incurred in the course and scope of employment by the City within the meaning of Chapter 440, Florida Statutes, as amended.

ARTICLE 5

HOURS OF WORK AND WORKBACK

1. B Group bargaining unit employees shall be considered FLSA exempt employees.

2. Pay periods will include a fourteen (14) day pay cycle, with a basic work schedule of twenty-four (24) hour shifts on-duty and forty-eight (48) hours off-duty.

3. B Group bargaining unit employees are eligible for workback pay, which is calculated by dividing the employee's annualized pay rate by 2080 annualized hours. Workback is paid at one (1) time the workback rate for all hours worked outside of a B Group bargaining unit employee's regularly scheduled hours of work.

4. B Group bargaining unit members may be eligible for additional coverage opportunities that are offered to A Group bargaining members, including, but not limited to additional duty in an instructor capacity and special event coverage.

5. Workback shall be distributed in accordance with applicable Department SOGs.

ARTICLE 6

STAFFING AND APPARATUS

1. The City shall have the exclusive right to determine, and modify as it deems necessary, Department, shift, station and apparatus staffing in the manner it determines to be consistent with firefighter health and safety. This includes both the number and rank of the employees staffed.

2. The City shall have the exclusive right to determine, and modify as it deems necessary, the number and type of apparatus to be used in its Fire-Rescue service. The City shall also have the exclusive right to take any existing apparatus out of service either temporarily or permanently.

3. This Article shall supersede and control over any City or Department policies or practices limiting in any way the City's rights in this Article.

4. Nothing herein shall waive the B Group Union's impact bargaining rights, if any, under applicable law, or preclude employees or the Union from raising grievances, should the exercise of such rights have the practical consequence of violating the expressed terms of this Agreement.

ARTICLE 7

DISCIPLINE AND DISCHARGE

1. No B Group bargaining unit member shall be disciplined or discharged without just cause.

ARTICLE 8

GRIEVANCE AND ARBITRATION PROCEDURES

1. B Group bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

2. A grievance is defined as a dispute regarding the interpretation or application of an express provision of this Agreement. As such, grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No grievance will or need be entertained or processed which does not meet this definition, is not presented in the manner described herein, and/or is not filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or the Union. All bargaining unit employees shall use the grievance procedure specified in this article regardless of Union membership or lack thereof. If the Union waives the right to process a grievance for a bargaining unit employee who is not a member of the Union, the employee may process such grievance through the grievance procedure specified in this article without Union participation. The Union will be timely notified of all grievance meetings and provided copies of all decisions with the right to attend any proceedings. The grievant (whether it be the Union or an individual employee) and management may agree to waive STEP ONE or STEP TWO in any grievance. Grievances regarding oral warnings and/or performance evaluations may not be advanced beyond STEP TWO. Grievances regarding written reprimands and/or suspensions equal to or less than two (2) shifts may not be advanced beyond STEP THREE.

3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP ONE: An aggrieved employee or the Union shall present in writing the grievance to the Deputy Chief within ten (10) business days (defined as Monday through Friday excluding holidays) of when the aggrieved employee or the Union knew or should have known of the occurrence of the event(s) which gave rise to the grievance. (Knowledge by the employee shall be considered knowledge by the Union). The grievance shall be filed on the prescribed grievance forms developed jointly by the City and the Union which shall be standard forms used throughout the grievance procedure. The grievance shall be signed by the employee or Union representative and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) a statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Deputy Chief shall, within ten (10) business days after presentation of the grievance, render his or her decision on the grievance in writing.

STEP TWO: Any grievance which cannot be satisfactorily settled at STEP ONE shall then be taken up by the Fire Chief or his designee. The grievance, as specified in writing within STEP ONE above, shall be filed with the Fire Chief or his designee within ten (10) business days after the due date for the response in STEP ONE above. The Fire Chief or his designee shall discuss the grievance with the grievant (whether it be an individual employee or the Union)

and shall, within ten (10) business days after said discussion, render his or her decision on the grievance in writing.

STEP THREE:

A: Any grievance that does not involve performance evaluations, discipline or discharge which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the City Manager. The grievance, as specified in writing at STEP TWO above shall be filed with the City Manager within ten (10) business days after the due date for the Fire Chief's response in STEP TWO above, with a copy delivered to the Human Resources Director. The City Manager or his/her designee shall discuss the grievance with the grievant (whether it be an individual employee or the Union) and shall, within ten (10) business days after said discussion, render his or her decision on the grievance in writing.

1. If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in STEP THREE above, the Union, on its own behalf or on behalf of the individual employee may request arbitration by hand delivery or by certified or registered mail of a written notice to the City Manager, with a copy delivered to the Human Resources Director, within fourteen (14) business days of receipt of the City Manager's decision. Said written notice of arbitration shall include a written statement of the position of the grievant with respect to the issues upon which arbitration is sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed in STEP ONE of the grievance procedure.

2. Within ten (10) business days from the delivery of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators who have a residence within the State of Florida from the Federal Mediation and Conciliation Service. The party requesting arbitration will strike an initial name from the list of arbitrators, with the parties thereafter alternately eliminating, one at a time, from said list of names, persons not acceptable, until only one (1) remains, and this person will be the arbitrator.

3. As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union, in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be split by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives, including attorneys, for purposes of the arbitration hearing.

4. The arbitrator shall confine his or her consideration and determination to the written grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no authority to substitute his or her judgment for that of management in any area identified in this Agreement or by law as a management right, and/or change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amended thereto. The arbitrator

shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or is not a grievance as defined in this Agreement.

5. The arbitrator may not issue declaratory opinions and shall confine himself or herself exclusively to the question which is presented to him or her, which question must be actual and existing. The decision of the arbitrator shall be binding, subject to any appeal or review rights under applicable law.

6. No decision of any arbitrator or the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of lost wages less any unemployment compensation and/or interim earnings that he/she may or might have received during the period involved.

B. Any grievance which involves the discipline or discharge of a bargaining unit employee (other than oral warnings, written reprimands and/or suspensions equal to or less than two (2) shifts) which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the Discipline Review Board. The grievance, as specified in writing at STEP ONE, above shall be filed with the City Manager or his/her designee, with a copy to the Human Resources Director, within ten (10) business days after the due date for the Fire Chief's response in STEP TWO above. The Disciplinary Review Board process shall be as follows:

1. The Discipline Review Board shall be composed of three (3) members: one member, who is a current City employee, selected by the Fire Chief; one member selected by the grievant who will not be limited

to a current City employee; and a third member, to be selected by the other two members from the following: Deputy Police Chief, Human Resources Director or any department director. In the event that the other two members cannot decide on a third member, the third member will be randomly drawn by the City Manager from the group of eligible members. The member selected by the Fire Chief will serve as the Chairperson of the Discipline Review Board.

2. The Discipline Review Board shall conduct a hearing within ten (10) business days after the selection of the Board members. The Chairperson may extend the date for the hearing based on the Board members' schedules, or upon good cause shown by the grievant or the Fire Chief.

3. Board members will be provided with a complete copy of the investigative packet, including all transcripts and photographs, prior to the hearing date in order to familiarize themselves with the case.

4. The Fire Chief and/or the grievant may designate a representative (including the Union or legal counsel) to present their case to the Discipline Review Board. The employee who conducted the investigation and/or recommended the discipline will be present to answer any questions from the Discipline Review Board. The Chairperson may direct a witness who is a City employee to appear based on a request by the majority of the Board members. Witnesses shall respond to questions posed by the party representatives and/or the Board members, and shall be

compelled to answer any questions that are determined by the Chairperson to be relevant and material to the proceedings providing they will not result in criminal charges being brought against the testifying witness.

5. As the Discipline Review Board proceedings are administrative and not judicial in nature, the Board is not bound by the rules of evidence prescribed for court proceedings. Any oral or written matter (including hearsay) is admissible if the Chairperson believes it is relevant and material to the proceedings. All questions of admissibility will be ruled upon in open session by the Chairperson. At the conclusion of the presentation of evidence against the grievant, the grievant shall have the right to present evidence which is material and relevant to the charges or may mitigate the discipline imposed. After both parties have completed their presentations, the party representatives will be allowed to give a brief closing statement.

6. Thereafter, the Discipline Review Board shall deliberate and, by motion and majority vote, shall make findings and recommendations regarding the discipline at issue. Such deliberations of the members of the Board will be conducted in the sunshine. The Board's findings and recommendations shall be put in writing by the Chairperson, signed by the Board members, and provided to the City Manager, Human Resources Director, and the party representatives.

7. The grievant shall be entitled to a copy of the recording or transcript, if any, of the Discipline Review Board hearing at no cost.

8. Within ten (10) business days after receiving the recommendation of the Discipline Review Board, the City Manager shall render his/her decision on the grievance in writing to grievant and the Union. The City Manager, in his or her sole authority, may accept, reject, or modify the Discipline Review Board's recommendations. The decision of the City Manager, following review of the Discipline Review Board's recommendations, shall be final and binding, subject to any appeal or review rights under applicable law.

9. Neither the Discipline Review Board proceedings or recommendations, nor the City Manager's decision shall be subject to review under this Article.

4. It is agreed with respect to these grievance, arbitration and Disciplinary Review Board procedures that:

A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).

B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only facts disputed as to the timing will be subject to any arbitration resulting from the matter. A grievance which is, for any reason, not the subject of a timely response by the City or by the Department shall be deemed denied at that step and

the grievant may proceed to the next step. The failure to proceed on a timely basis to the next step shall bar the grievance.

C. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery during the hours of 8:00 a.m. until 4:30 p.m., Monday through Friday, except holidays hereunder, to the office of that official shall be required for compliance with prescribed time limits if the designated official is not personally available for service.

5. B Group bargaining unit employees may not avail themselves of the appeals process set forth in the City's Policies and Procedures.

ARTICLE 9

INSURANCE

1. The City shall continue to offer all full-time employees, spouses and family with insurance coverage for healthcare, prescription drug, vision care, dental care and life insurance. The insurance coverage and cost offered to B Group bargaining unit members, their spouses and family will be the same as all other City employees.

ARTICLE 10

EMPLOYEE LEAVE AND BENEFITS

1. Except as expressly set forth in this Agreement, B Group bargaining unit employees shall be provided leave and other benefits in accordance with the City's and Fire Department's applicable policies and any amendments thereto.

2. Any change in annual leave accrual rates received by A Group bargaining unit members will also be afforded to B Group members. Annual leave accrual rates are as follows:

Years of Service	Hours per Pay Period	Annualized Days
0 to end of 5th year	8.308	9
6th year to end of 10th year	9.231	10
11th year to end of 15th year	10.154	11
16th year to end of 20th year	12.923	14
Over 20 years	13.846	15

3. B Group bargaining unit members may carry forward up to 352 hours of annual leave each year.

4. B Group bargaining unit members will be allowed two (2) twenty-four (24) hour Funeral Leave days to be used in accordance with Section 8.01 of the City Personnel Manual.

ARTICLE 11

SCOPE OF DUTIES

1. It is agreed and understood that the individuals in the B Group bargaining unit covered hereunder are managers whose primary duties oftentimes create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, the individuals covered hereunder must, at all times while on duty, in uniform and/or while otherwise representing the City, act in the best interest of the City, as determined by City Management, the Fire Chief, and other authorized management officials. Accordingly, the individuals covered hereunder will be held accountable for the reliable, consistent, and efficient performance of their managerial duties and responsibilities in accordance with their job descriptions.

2. B Group bargaining unit employees shall be responsible for performing any and all job duties falling within the generic scope of Fire and Rescue Services. Additionally, B Group bargaining unit employees may be tasked with performing reasonable unrelated duties as the need arises.

3. All yard work will be maintained by the City and will not be the responsibility of B Group bargaining unit employees.

ARTICLE 12

WORK STOPPAGES

1. There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations, sick-outs, picketing of the residence of public officials, or other prohibited job actions or refusal to perform assigned work by the employees covered under this Agreement in accordance with applicable Florida Statutes.

ARTICLE 13

BULLETIN BOARDS

1. The City shall furnish the Union with space for a bulletin board at each fire station to be placed in locations designated by the Fire Chief, or his designee. The City shall be responsible for providing such bulletin board. The Union shall utilize the bulletin boards only to post the following:

A. notice of Union meetings;

B. notice of Union elections and Union election results;

C. copies of the Union's constitution and by-laws and amendments thereto;

D. notice of Union recreational and social affairs;

E. notices related to dues and assessments;

F. copies of this Agreement;

G. names of Union officials (and changes thereto);

H. minutes of Union meetings.

2. All material to be posted on the bulletin board shall be submitted to the Fire Chief, or his designee, for review simultaneous with posting. Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City, the Fire Department, or any of their elected or appointed officials or employees. The Union agrees to police the posting of materials on the bulletin boards, and that the City may immediately remove any material which violates this article.

3. The Union shall be permitted the use of the City's email system for the purpose of providing notice of meetings to bargaining unit members.

ARTICLE 14

WAGES

1. For Fiscal Years 2025, 2026, and 2027, B Group bargaining unit members shall receive a twenty percent (20%) total adjustment to their base wages, which will be subject to budgetary appropriation and approval by the City Commission. Specifically, for Fiscal Year 2025, bargaining unit members will receive a five percent (5%) COLA added to their base wages. For Fiscal Years 2026 and 2027, bargaining unit members will receive the same merit, lump sum, longevity, and/or across-the-board wage increase, if any, as the City-wide wage increases provided to all other City employees; this City-wide wage increase may be accompanied by a market adjustment for both FY 2026 and 2027 in order to total a seven and one-half percent (7.5%) maximum adjustment to base wages for each Fiscal Year. The five percent (5%) COLA for FY 2025, accompanied by a seven and one-half percent (7.5%) adjustment to base wages for FY 2026 and 2027 shall total a maximum of twenty percent (20%) for the entirety of this three (3) year contract.

2. Should the total increase for the Fiscal Years 2026 or 2027 be less than three percent (3%), the Union shall have the right to reopen this Article for that Fiscal Year. The City shall notify the Union in writing of the anticipated increase by September1.

3. Solo certified paramedics shall receive certification pay of $11,007.36 added to their base annual salary for purposes of calculating their regular rate of pay so long as they maintain their solo certified status and paramedic certification. Paramedics that have not reached their solo status shall receive certification pay of $5,503.68 added to their base annual salary until they are solo certified so long as they maintain their paramedic certification. Any subsequent employee wage adjustment effective October 1, 2024, and thereafter will be

calculated without inclusion of the paramedic incentive, with the paramedic incentive being readded to base wages following an employee's wage adjustment.

4. B group bargaining unit employees who achieve levels "II" and "III" certifications per the Department Career Tracker will receive the following incentives added to their base hourly rate for purposes of calculating their regular rate of pay so long as they maintain their certification:

Battalion Chief II = $1.26 per hour
Battalion Chief III = $2.03 per hour

5. B Group bargaining unit members shall receive longevity payments in accordance with City policy.

6. B Group bargaining unit members shall be reimbursed for costs associated with professional certifications (both initial and recertification) required by the City and/or department to meet and maintain job and department career tracker requirements.

ARTICLE 15

DUES DEDUCTIONS

1. Any member of the Union who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the Union shall have his/her membership dues, initiation fees, and uniform assessments, as determined by the Union, deducted from his/her wages each pay check. Dues, assessments, and initiation fees so deducted from each employee's salary shall be deposited by the City in the Union's designated bank account within thirty (30) calendar days of the deduction. However, the City shall have no responsibility for any liability for any monies once sent to the Union. The Union will indemnify defend and hold the City harmless against any and all claims demands or suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City on account of payroll deductions of Union dues.

2. It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

3. Any member of the Union may, on thirty (30) days written notice to City Human Resources and the Union Treasurer, require that the City cease making deductions from his or her wages.

4. No deduction shall be made from the pay of any payroll period in which the member's net earnings for that payroll period after other authorized or legally required deductions are less than the amount of dues to be deducted.

ARTICLE 16

SEVERABILITY

1. If any provision of this Agreement is rendered or declared invalid or illegal by any action of a court or administrative entity with jurisdiction over the City, or by reason of any existing or subsequently enacted legislation, such provision shall be void, and the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is rendered or declared invalid or illegal, the City and the Union shall meet as soon as practicable thereafter to negotiate a replacement provision.

ARTICLE 17

DRUG AND ALCOHOL TESTING

1. B Group bargaining unit employees will be subject to drug and alcohol testing utilizing the procedures set forth in the City's Drug Free Workplace and Substance Abuse Policy. Bargaining unit employees shall be subject to the Random Drug Testing provisions of the Policy. Bargaining unit employees that are required to go on leave pending the outcome of a drug or alcohol test will be granted paid Administrative Leave until the test results are finalized.

2. In lieu of terminating employment of a bargaining unit employee, the City may, in its sole discretion, place a bargaining unit employee on a last chance agreement. If the City decides to offer a last chance agreement, the terms shall be decided by the City after consulting with the Union and the bargaining unit employee.

ARTICLE 18

PERSONAL PROPERTY REPLACEMENT

1. The City agrees to reimburse B Group bargaining unit employees the cost of replacing or repairing personal items destroyed or damaged in the line of duty unless caused by the negligence of the employee subject to the following conditions.

2. The maximum reimbursement for:

-Prescription eyeglasses shall be $200.00

-Wristwatches shall be $50.00.

-Hearing aids shall be $500.00

-Personal tools approved by management shall be $100.00

-Contacts shall be $5.00

3. To be reimbursed, the employee must make the claim during the shift on which the destruction or damage occurred and turn in the destroyed or damaged item.

4. At its option the City may elect to replace the item rather than reimburse the employee for same.

ARTICLE 19

TIME TRADES

1. The parties recognize that time trades are a privilege, not a right. Time trades shall be permitted in accordance with Fire Department SOGs.

2. B Group bargaining unit members involved in a time trade are paid their regular salary for the regularly assigned shift day when they were scheduled to work but will not be eligible for worker's compensation and certain other benefits to which they would normally be entitled if they were physically present. Personnel actually working will be eligible for worker's compensation.

ARTICLE 20

PRINTING AND SUPPLYING

1. The City will make available electronic copies of this Agreement to each employee in the B Group bargaining unit (present and future) at no expense. In addition, the City will provide the Union an electronic copy of the Agreement. The City will supply each fire station with one hard copy of this Agreement and five (5) copies to the Union.

ARTICLE 21

PROBATIONARY PERIOD

1. Newly hired B Group bargaining unit employees will serve a twelve (12) month period of probationary status within the Fire Department. Probation may be extended beyond the twelve (12) month total to a total of eighteen (18) months at the discretion of the Fire Chief in three (3) month increments. During this probationary period, newly hired B Group bargaining unit employees shall be "at will" and shall not have any appeal or grievance rights over their separation from employment with the City.

2. Newly promoted B Group bargaining unit employees will serve a six (6) month period of probationary status in their new position. Probation may be extended beyond the six (6) month total to a total of nine (9) months at the discretion of the Fire Chief in three (3) month increments. During this probationary period, newly promoted B Group bargaining unit employees may be returned to their previous position for unsatisfactory performance at the discretion of the Fire Chief, and shall not have any appeal or grievance rights over their return to their previous position. However, prior to any demotion, a newly promoted B Group bargaining unit employee shall be entitled to a meeting with the Fire Chief and Union representation to discuss the reason(s) for the demotion. Newly promoted B Group bargaining unit employees shall be entitled to all other rights and benefits under this Agreement.

ARTICLE 22

SAFETY AND HEALTH

1. All protective devices, bunker gear, and other equipment required to be worn or used by the City or Fire Department shall be provided by the City.

2. B Group bargaining unit employees will be required to undergo a fitness-for-duty medical exam by a City-selected physician every year, which will be conducted in accordance with NFPA 1582. The City shall attempt to schedule the exams on-duty and the time spent in the exams will be considered as time worked. Such exams will be paid for by the City.

3. The City maintains the right to require any B Group bargaining unit employee, at City's expense, to undergo a fitness-for-duty exam (physical and/or psychological) based on the Fire Chief or his/her designee's articulable concern that the employee may not be fit for duty. The decision to require a fitness-for-duty exam shall not be arbitrary or capricious.

ARTICLE 23

LAYOFFS

1. In the event that the City determines that a reduction in force is necessary, B Group bargaining unit employees shall be laid off in accordance with applicable City policy; provided, however, that the B Group bargaining unit employees in the classification to be reduced shall be laid off based on rank seniority with the bargaining unit employee with the least seniority laid off first. If all of the bargaining unit employees in the classification to be reduced have equal rank seniority, then department seniority shall be used.

2. B Group bargaining unit employees who are laid off from their classifications may bump into the next lower classification in which they previously served and for which they are qualified. The B Group bargaining unit employees to be bumped shall be determined by rank seniority, i.e., a bargaining unit employee may bump the least senior bargaining unit employee in the lower classification. If all of the bargaining unit employees in the classification to be bumped have equal rank seniority, then department seniority shall be used.

ARTICLE 24

HOLIDAYS AND PERSONAL DAYS

1. The following, and any other days which the City may declare, are official holidays.

    1. New Year's Day
    2. Martin Luther King, Jr.'s Birthday
    3. Good Friday or Easter (only applicable to those working Easter)
    4. Memorial Day
    5. Independence Day
    6. Labor Day
    7. Thanksgiving Day
    8. Friday after Thanksgiving
    9. Christmas
    10. Three (3) floating personal days

2. Any B Group bargaining unit member on light-duty will observe holidays the same as all other City employees.

3. Any B Group bargaining unit member beginning their shift at 0700 hours on the holiday will be considered as actually working on the designated holiday.

4. B Group bargaining unit members that work a City-recognized holiday will receive an additional eight (8) hours of holiday pay.

5. Bargaining unit members will receive three (3) total Floating Personal Days annually totaling seventy-two (72) hours, which may be taken in half-day increments and in accordance with department SOGs. Floating Personal Days not used within the fiscal year shall be considered lost and forfeited.

ARTICLE 25

LIGHT DUTY

1. B Group bargaining unit employees who are injured in the line of duty shall receive benefits in accordance with the applicable provisions of Chapter 440, Florida Statutes and existing practice, unless changed through the collective bargaining process.

2. Light Duty shall be provided for B Group bargaining unit employees who are injured in the line of duty. In the event that light duty is not available within the Fire Department, B Group bargaining unit employees will be given the option to work a light duty assignment in other City departments if light duty that the employee is qualified to perform is available. Light Duty may be provided at the City's sole discretion, either within the Fire Department or other City department, to bargaining unit employees who suffer non-work related illnesses or injuries, including pregnancy.

3. B Group bargaining unit employees who are assigned to light duty will receive no change to their hourly pay rate. Holidays, leave accrual and leave usage will reflect a forty (40) hour work schedule.

ARTICLE 26

SENIORITY AND RANK

1. Seniority shall be of two (2) types: Department Seniority (Longevity) and Rank Seniority.

2. Department Seniority (Longevity) shall consist of the total accumulated service of the employee with the Fire Department.

3. Rank Seniority shall consist of the relative length of accumulated service of each employee, in his/her respective rank with the Fire Department (Firefighter, Engineer, Lieutenant, Battalion Chief).

4. An employee's length of service shall not be reduced by the time lost due to sick or injury leave or authorized leave of absence, or layoff, for a period not to exceed 12 months or length of service, whichever is less, or demotion.

ARTICLE 27

LABOR MANAGEMENT

1. In an effort to keep the lines of communication open, Labor/Management meetings shall be held on an as needed basis upon the request of either the Fire Chief or the Union. Labor/Management meetings are all encompassing as it relates to topics of discussion, and may include matters that are subject to grievance procedure and collective bargaining negotiations. Examples of topics that may be discussed may include, but are not limited to: SOP/SOG changes, safety, uniforms, equipment, grooming, etc.

ARTICLE 28

RULES AND REGULATIONS

1. Except as modified by a specific provision of this Agreement, the Union agrees that the employees covered hereunder shall comply with all applicable rules, regulations, policies, procedures, and guidelines of the City and the Fire Department and any amendments thereto.

2. The City and/or the Department may formulate, amend, revise, and/or implement applicable rules, regulations, policies, procedures, and guidelines that do not negate, override, or contradict an express provision of this Agreement. The City shall provide a copy of the new (or amended) rule, regulation, policy, procedure, or guideline to the Union at least fourteen (14) calendar days prior to its intended date of implementation. The Union will be afforded an opportunity to negotiate the impacts of the new (or amended) rule, regulation, policy, procedure, or guideline in accordance with applicable law.

3. In the event the City or the Department exercises its right to issue a new (or amended) rule, regulation, policy, procedure, or guideline, no bargaining unit employee shall be disciplined for violation of any such of the new (or amended) rule, regulation, policy, procedure, or guideline until it has been implemented in accordance with the provisions of this Article.

ARTICLE 29

RETIREMENT BENEFITS

1. B Group bargaining unit employees shall be provided retirement benefits in accordance with the City's Pension Plan for Firefighters and Police Officers ("Pension Plan").

A. The monthly retirement benefit for normal retirement shall equal three percent of average final compensation for all years of credited service after the effective date of this amendment; provided, however, that the monthly benefit shall not exceed 95 percent of average final compensation.

B. The City shall create a Deferred Option Retirement Plan ("DROP"), the wording and substance of which will be provided by the City to the Union for its review and approval. The DROP shall include the following.

1. Plan members who have obtained eligibility for normal retirement may enter the DROP on the first day of the month coincident or next following the attainment of normal retirement eligibility.

2. Participation in the DROP shall be limited to a period not in excess of sixty (60) consecutive months. For each month in which a member delays entry into the DROP, following attainment of age 55, one month of DROP participation shall be lost. No member shall be eligible to enter the DROP more than sixty (60) consecutive months after attainment of age 55.

3. At the time of entry into the DROP, the member's benefit shall be calculated based on average final compensation and credited service on the date of DROP entry, as if the member had actually retired from service. An amount equal to the member's monthly pension benefit shall be credited to the member's

DROP account during the DROP period. The benefits accrued shall gain interest at the net rate of investment return of the Pension Plan, but not less than zero percent (0%).

4. Upon conclusion of the DROP period, the member shall terminate service with the City. Entry into the DROP shall constitute an irrevocable decision to separate from service no later than the end of the maximum period of DROP participation based on the retirement date of the member. The total balance of the member's DROP benefit shall be distributed to the member, or at the member's election rolled over to an IRA or other qualified plan, within 60 days after termination of employment.

C. The Parties agree that the first $46,100.85 in Chapter 175 premium tax revenues received each year will be used to reduce the City's annual required contribution to the Pension Plan. 40% of all future Chapter 175 premium tax revenues in excess of $46,100.85 shall be used to fund Defined Contribution Plan benefits, and 60% of all future Chapter 175 premium tax revenues in excess of $46,100.85 shall be used to reduce the unfunded actuarial accrued liability of the Pension Plan as long as such liability exists, and thereafter shall be applied to reduce the City's annual required contribution to the Pension Plan.

ARTICLE 30

ENTIRE AGREEMENT/DURATION

1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. The parties hereto may commence negotiations, under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.

2. Nothing herein shall require or preclude the parties from mutually agreeing to reopen this Agreement, or to renegotiate any provision herein, during the effective dates of this Agreement.

3. This Agreement shall be effective as of the 1st day of October 2024, and shall remain in full force and effect until the 30th day of September 2027. If no agreement is reached by October 1, 2027, this Agreement shall remain in effect, in accordance with applicable law, until a new agreement is reached.

4. Negotiations for a successor Agreement shall begin within a reasonable period of time after the request to begin negotiations by either party.

SIGNATURE PAGE

ATTEST/WITNESS:

By: _____

Date: _____

WINTER GARDEN PROFESSIONAL FIREFIGHTERS IAFF LOCAL 4947

_____
Frank Genua, President

Date:_____

ATTEST:

_____
Angela Grimmage, City Clerk

Date: _____

CITY OF WINTER GARDEN

_____
Jon C. Williams, City Manager

Date:_____

_____
John Rees, Mayor

Date:_____

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: March 6, 2025 **Meeting Date:** March 13, 2025

Subject: 2000 Fowler Grove Blvd (AdventHealth Medical Office Building 2)
Site Plan Approval
PARCEL ID# 35-22-27-9398-01-110

Issue: The applicant is requesting Site Plan Approval for the property located at 2000 Fowler Grove Blvd.

Discussion:

The applicant is proposing to develop a three-story medical office building totaling 69,183 square feet. The plan includes associated site improvements such as parking and landscaping. The project is within the existing Advent Health campus totaling 34.35 ± acres in size consisting of an existing hospital and medical office building.

The 2.22 +/- acre project is designated BC (South Beltway Center) on the City's Future Land Use Map and is zoned PCD (Planned Commercial Development).

Recommended Action:

Staff recommends approval of the proposed Site Plan subject to the conditions of the DRC staff report dated March 6, 2025. Development of the property is consistent with the City's Comprehensive Plan and the property's PCD zoning requirements.

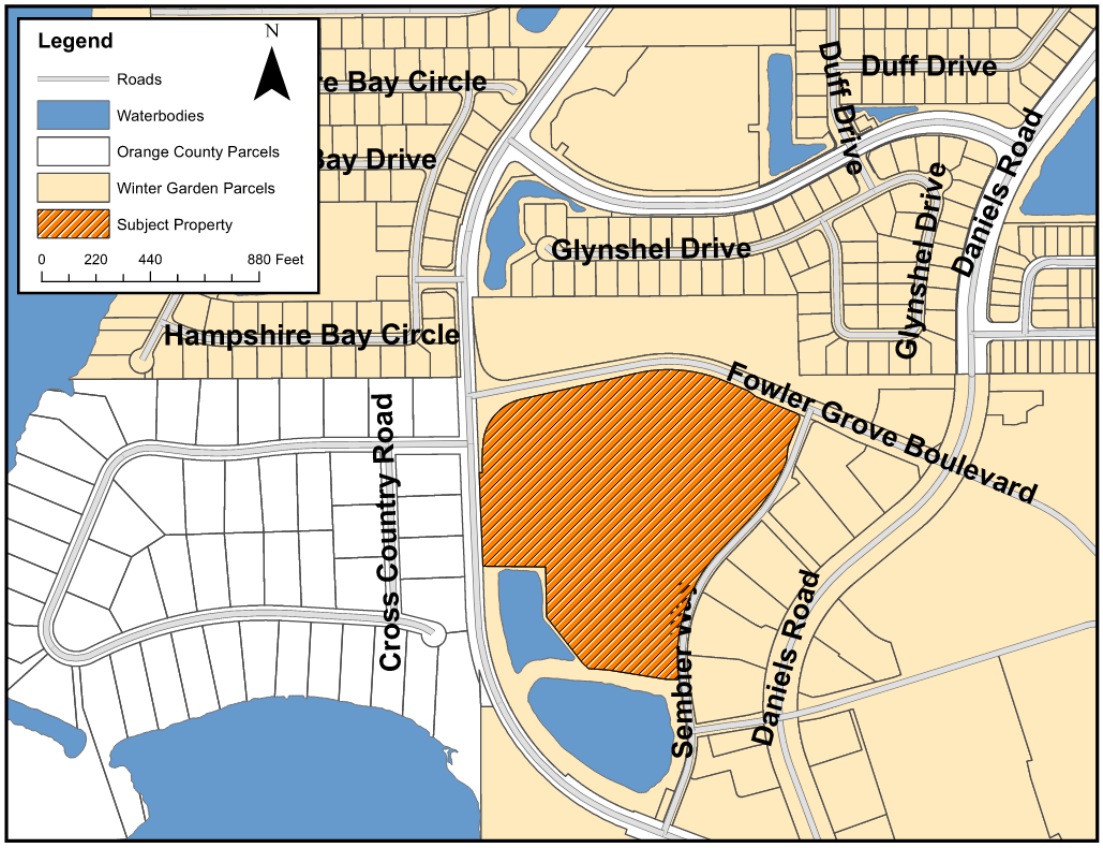
Attachment(s)/References:

Location Map
DRC Staff Report
Civil Plans
Landscape Plans
Building Elevations

LOCATION MAP

2000 Fowler Grove Blvd

Site Plan Approval



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FINAL ENGINEERING PLAN

AdventHealth - Winter Garden
MEDICAL OFFICE BUILDING 2
VOLUME 1 - SITE & LANDSCAPE PACKAGE

CITY OF WINTER GARDEN, FLORIDA

PREPARED FOR

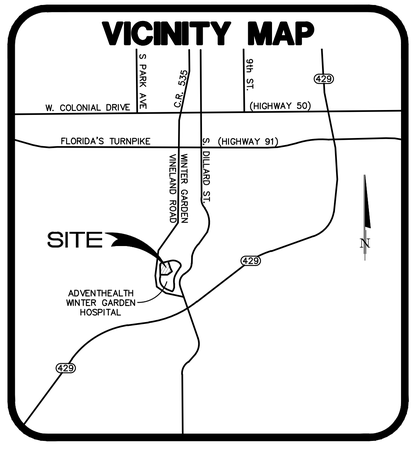
ADVENTIS HEALTH SYSTEMS / SUNBELT, INC
(DBA: AdventHealth Winter Garden)
2000 FOWLER GROVE BOULEVARD
WINTER GARDEN, FLORIDA

LEGAL DESCRIPTION:

Lot 11, Block 1 and Tract B, Block 1, WINTER GARDEN VILLAGE AT FOWLER GROVES, as recorded in Plat Book 69, Pages 82 through 86 of the Public Records of Orange County, Florida.

Containing 34.354 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

VICINITY MAP



SECTION 35, TOWNSHIP 22 S, RANGE 27 E
PROPERTY APPRAISER PARCEL ID # 35-22-27-9398-01-110

OWNER/APPLICANT:

ADVENTIST HEALTH SYSTEMS/SUNBELT, INC
DBA: ADVENTHEALTH WINTER GARDEN
2000 FOWLER GROVE BOULEVARD
WINTER GARDEN, FLORIDA 34787
PH: 813.732.1972
CONTACT PERSON: CLAUDIA CINTAS, AIA

PROJECT MANAGER:

ADVENTIST HEALTH SYSTEMS/SUNBELT, INC
DBA ADVENTHEALTH
1919 NORTH ORANGE AVENUE, SUITE D
ORLANDO, FLORIDA 32803
PH: 813.732.1972
CONTACT PERSON: CLAUDIA CONTAS, AIA

ENGINEER/SURVEYOR:

DONALD W. MCINTOSH ASSOCIATES, INC.
1950 SUMMIT PARK DRIVE
ORLANDO, FLORIDA 32810
PH: 407.644.4068
CONTACT PERSON: JOHN T. TOWNSEND, PE

ARCHITECT:

ESa, EARL SWENSSON & ASSOCIATES, INC.
2100 WEST END AVENUE, SUITE 1200
VANDERBILT PLAZA
NASHVILLE, TENNESSEE 37203
Ph: 615.329.9445
CONTACT PERSON: MATT MANNING, AIA

LANDSCAPE ARCHITECT:

EDSA
135 WEST CENTRAL BOULEVARD, SUITE 400
ORLANDO, FL 32801
Ph: 407.425.3330
CONTACT PERSON: JEONG PARK

MEP ENGINEERS:

TLC ENGINEERING FOR ARCHITECTURE
255 SOUTH ORANGE AVENUE, SUITE 1600
ORLANDO, FL 32801
Ph: 407.841.9050
CONTACT PERSON: MARK COSTELLO

SHEET INDEX

C001	COVER SHEET
C002	SPECIFICATIONS
C021	EXISTING CONDITIONS PLAN
C031	AERIAL AND MASTER SITE PLAN
C101	EROSION AND SEDIMENTATION CONTROL PLAN
C102	EROSION CONTROL DETAILS
C111	DEMOLITION PLAN
C201	HORIZONTAL GEOMETRY PLAN
C251	SIGNAGE AND STRIPING PLAN
C301	PAVING, GRADING AND DRAINAGE PLAN
C321	CROSS SECTIONS AND PAVEMENT DETAILS
C501	STORMWATER & UNDERDRAIN PLANS
C502	UTILITY PLAN (WATER & SEWER)
C511-C513	CITY UTILITY DETAILS
C751-C754	DRAINAGE DETAILS
B001	GEOTECHNICAL ENGINEERING RECOMMENDATIONS

REVISED FEBRUARY 4, 2025
DECEMBER 17, 2024

McINTOSH ASSOCIATES
an LJA company
1950 SUMMIT PARK DRIVE, SUITE 600
ORLANDO, FL 32810 407.644.4068
ENGINEERS
PLANNERS
SURVEYORS

THE ROAD DESIGN HAS BEEN DONE IN REASONABLE CONFORMANCE WITH THE FDOT "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS".

CONSTRUCTION PLANS WERE PREPARED IN ACCORDANCE WITH THE CITY OF WINTER GARDEN REGULATIONS AND SPECIFICATIONS.

F:\Proj2024\24564 AHWG MOB\EDWG\Final\24564-MOB-Note.dwg
DONALD W. McINTOSH ASSOCIATES, INC. RESERVES THE EXCLUSIVE COPYRIGHT AND PROPERTY RIGHTS TO THIS DRAWING WHICH MAY NOT BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER, NOR CAN IT BE ASSIGNED TO ANY PARTY WITHOUT DONALD W. McINTOSH ASSOCIATES, INC.'S WRITTEN CONSENT.

HORIZONTAL GEOMETRY NOTES:

1. CONTRACTOR SHALL STAKE ALL IMPROVEMENTS USING THE ROAD CENTERLINE GEOMETRY, DIMENSIONS, BUILDING AND PARKING LOT COORDINATES PROVIDED IN THESE PLANS. CONTRACTOR SHALL CONFIRM WITH THE ENGINEER THAT THE PLANS ARE CURRENT PRIOR TO CONSTRUCTION. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO COMPLETELY STAKE AND CHECK ALL IMPROVEMENTS TO ENSURE ADEQUATE POSITIONING, BOTH HORIZONTAL AND VERTICAL PRIOR TO THE INSTALLATION OF ANY IMPROVEMENT.
2. BUILDING GEOMETRY AND LOCATIONS BASED ON THE FOLLOWING:
   ARCHITECT: ESa, EARL SWENSSON & ASSOCIATES, INC.
3. CONTRACTOR SHALL VERIFY THE ACCURACY OF THE BUILDING GEOMETRY SHOWN WITH THAT IN THE FINAL ARCHITECTURAL DRAWINGS, PRIOR TO STAKE-OUT, AND SHALL NOTIFY OWNER AND ENGINEER IMMEDIATELY OF ANY DIFFERENCES.
4. THIS SET OF CONSTRUCTION DRAWINGS AND ALL COORDINATE PAIRS LISTED HEREON ARE IN ACCORDANCE WITH STATE PLANE COORDINATE SYSTEM. USERS OF THESE CONSTRUCTION DRAWINGS ARE ADVISED THAT THE CONSTRUCTION CONTROL MONUMENTS PROVIDED FOR THIS PROJECT MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO UTILIZING THE DATA WITHIN THESE CONSTRUCTION DRAWINGS.

VERTICAL DATUM AND BENCHMARKS:

1. BOUNDARY/HORIZONTAL CONTROL BASED ON THE FOLLOWING:
   SURVEYOR: DONALD W. MCINTOSH ASSOCIATES, INC.
   DRAWING NO.(S): CS #12-193
   DATE : 12/17/2013
   REVISION DATE: REV 1 – 12/13/2013
2. EXISTING TOPOGRAPHY AND CONTOURS BASED ON THE FOLLOWING:
   SURVEYOR: DONALD W. MCINTOSH ASSOCIATES, INC.
   DRAWING NO.: CS #12-193(T1)
   DATE : 10/23/2024
   REVISION DATE:
3. SURVEYOR'S REFERENCE BENCHMARK:
   DESCRIPTION: ORANGE COUNT ENGINEERING DEPARTMENT BENCHMARK #R-400-015 BEING A SPIKE IN THE EAST FACE OF UTILITY POLE#803809
   LOCATION: AT THE NORTHWEST CORNER OF THE INTERSECTION OF COUNTY ROAD 535 AND COUNTRY ESTATE DRIVE TO THE WEST INTO COUNTRY LAKES SUBDIVISION.
   ELEVATION: 112.799 FEET (NAVD 88)
4. SITE BENCHMARK: #1058
   DESCRIPTION: NAIL & DISK STAMPED 'LB68 TRAV. P.T.'
   LOCATION: STATE PLANE COORDINATES (FL EAST ZONE (NAVD83)
   N = 1523980.83, E = 466543.51, TOP OF CURB
   ELEVATION: 116.08 FEET (NAVD 88)
5. SITE BENCHMARK: #1062
   DESCRIPTION: NAIL AND DISK STAMPED 'LB68 TRAV. P.T.'
   LOCATION: STATE PLANE COORDINATES (FL EAST ZONE (NAVD83/2011)
   N = 1523784.28, E = 466617.74, TOP OF CURB
   ELEVATION: 115.28 FEET (NAVD 88)
6. BENCHMARK LOCATION AND ELEVATION ARE AS REPRESENTED BY SURVEYOR AT THE TIME OF THE SURVEY. CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT TIME OF CONSTRUCTION.

GENERAL SITE NOTES:

1. GEOTECHNICAL SERVICES HAVE BEEN PROVIDED AS REFERENCED BELOW. GEOTECHNICAL RECOMMENDATIONS ARE NOT THE RESPONSIBILITY OF DONALD W. McINTOSH ASSOCIATES, INC. DONALD W. McINTOSH ASSOCIATES, INC. HAS RELIED ON THE REFERENCED GEOTECHNICAL REPORT(S) IN PREPARATION OF THE DRAWINGS. ANY CONFLICT BETWEEN INFORMATION WITHIN THE REPORT(S) AND THESE DRAWINGS SHALL BE REPORTED TO ENGINEER/OWNER. DONALD W. McINTOSH ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS, COMPLETENESS OR ACCURACY OF GEOTECHNICAL INFORMATION.
2. GEOTECHNICAL ENGINEER: TERRACON
   REPORT NO(S).: H1245263 DATE: NOVEMBER 1, 2024, AND SUPPLEMENTAL DATA PROVIDED ON SHEET 1 – GEOTECHNICAL ENGINEERING RECOMMENDATIONS, ATTACHED HEREWITH.
3. 100-YEAR FLOOD ELEVATIONS SHOWN HEREIN ARE DERIVED FROM (FEMA/FLOOD INSURANCE RATE MAP OF ORANGE COUNTY, COMMUNITY PANEL # 12095C0215F, DATED SEPTEMBER 25, 2009).
4. ALL FDOT DESIGN INDICES ARE HEREBY INCORPORATED AS PLAN REFERENCES HEREIN. CONTRACTOR IS RESPONSIBLE FOR OBTAINING COMPLETE COPIES OF ALL APPLICABLE INDEX DRAWINGS AND CONSTRUCTING ALL WORKS IN CONFORMANCE WITH THE FDOT DESIGN STANDARDS, LATEST EDITION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING PROPER TRAFFIC MAINTENANCE AND CONTROLS IN ACCORDANCE WITH REGULATORY STANDARDS. WHERE A TRAFFIC MAINTENANCE PLAN IS REQUIRED, THE CONTRACTOR SHALL HAVE THE PLAN PREPARED BY AN FDOT CERTIFIED DESIGNER AND SUBMIT THE PLAN FOR APPROVAL.
6. CONTRACTOR SHALL COMPLY WITH OSHA TRENCH SAFETY STANDARDS 29 C.F.R., S. 926.650, SUBPART P, AND ALL SUBSEQUENT REVISIONS OR UPDATES ADOPTED BY THE DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY AND WITH SECTION 553.62, FLORIDA STATUTES.
7. NO EXISTING MATERIAL SHALL BE USED IN NEW CONSTRUCTION UNLESS APPROVED DURING THE SHOP DRAWING APPROVAL PROCESS.
8. PRIOR TO COMMENCEMENT, CONTRACTOR SHALL PROVIDE DONALD W. McINTOSH ASSOCIATES, INC. WITH THE CONSTRUCTION SCHEDULE FOR VARIOUS SITE WORK ELEMENTS SO THAT PERIODIC SITE VISITS MAY BE COORDINATED TO ENSURE TIMELY CERTIFICATION OF COMPLETION TO AGENCIES AND AVOID DELAYS IN ISSUANCE OF CERTIFICATES OF OCCUPANCY/COMPLETION.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SECURE THE PROJECT SITE DURING CONSTRUCTION, TO PREVENT TRESPASSING OF UNAUTHORIZED PEDESTRIANS AND/OR VEHICLES IN ALL WORK AREAS. THE CONTRACTOR SHALL POST SIGNS, CONSTRUCT BARRIERS OR IMPLEMENT OTHER METHODS NECESSARY TO CONTROL ACCESS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR TRESPASSING ON THE CONSTRUCTION SITE OR DAMAGES TO ANY WORK RELATED THERETO.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SURVEY MONUMENTATION. DISTURBED MONUMENTATION SHALL BE RESTORED BY A FLORIDA-LICENSED LAND SURVEYOR SELECTED BY THE OWNER AT CONTRACTOR'S EXPENSE.
11. ANY DIFFERING SITE CONDITIONS FROM THOSE WHICH ARE REPRESENTED HEREIN, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND OWNER IN WRITING PRIOR TO INITIATING ANY CONSTRUCTION IN THE AREA IMPACTED BY THE CONFLICT. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO DIFFERING SITE CONDITIONS WILL BE ALLOWED IF CONTRACTOR FAILS TO PROVIDE THE REQUIRED WRITTEN NOTIFICATION OF SUCH CONDITIONS FOR REVIEW BY THE ENGINEER AND OWNER.
12. CONTRACTOR SHALL INSTRUCT THE GEOTECHNICAL TESTING LABORATORY PROVIDING CONSTRUCTION TESTING TO PROVIDE DONALD W. McINTOSH ASSOCIATES, INC. WITH COPIES OF ALL SITE-WORK TEST REPORTS AS THEY ARE GENERATED. CONTRACTOR SHALL MAINTAIN THE RESPONSIBILITY OF CONSTRUCTING THE PROJECT IN STRICT ACCORDANCE WITH THE PROJECT PLANS, SPECIFICATIONS AND REQUIREMENTS. RECEIPT OF COPIES OF GEOTECHNICAL REPORTS BY DONALD W. McINTOSH ASSOCIATES, INC. IN NO WAY OBLIGATES DONALD W. McINTOSH ASSOCIATES TO ANY REVIEW, COMMENTS OR ACTIONS REGARDING THE WORK.
13. DURING CONSTRUCTION, THE GEOTECHNICAL ENGINEER PROVIDING PROJECT TESTING SHALL MONITOR CONSTRUCTION CONDITIONS AND PROVIDE RECOMMENDATIONS FOR ROADWAY UNDERDRAINS AS MAY BE NEEDED IN ADDITION TO ANY SHOWN IN THE PLANS. ENGINEER SHALL BE NOTIFIED OF ANY SUCH RECOMMENDATIONS.
14. CONTRACTOR SHALL BE EXTREMELY CAUTIOUS WHEN WORKING NEAR TREES WHICH ARE TO BE SAVED, WHETHER SHOWN IN THE PLANS OR DESIGNATED IN THE FIELD. CONTRACTOR SHALL BECOME FAMILIAR WITH AND COMPLY WITH ALL TREE PROTECTION/PRESERVATION PROVISIONS OF THE CONTRACT DOCUMENTS AND LOCAL GOVERNMENT.
15. ALL WORK SHALL BE OPEN TO AND SUBJECT TO INSPECTION BY AUTHORIZED PERSONNEL OF THE CITY, COUNTY, OWNER, INVOLVED UTILITY COMPANIES, PROJECT ENGINEER AND REGULATORY AGENCIES.
16. ALL RECOMMENDATIONS AND REQUIREMENTS OF INSPECTION PERSONNEL OTHER THAN THE OWNER'S SHALL BE REPORTED TO ENGINEER/OWNER PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK WHICH IS NOT AUTHORIZED BY ENGINEER/OWNER.

PERMITS:

1. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR(S) TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE IN HAND AT THE JOB SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL ABIDE BY ALL CONDITIONS CONTAINED THEREIN. PERMITS INCLUDED (BUT NOT NECESSARILY LIMITED TO) ARE:
   - WATER MANAGEMENT DISTRICT FOR CONSTRUCTION DEWATERING
   - WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT (ERP)
   - FDEP WATER DISTRIBUTION
   - FDEP WASTEWATER COLLECTION AND TRANSMISSION
   - LOCAL RIGHT OF WAY USE
   - LOCAL UNDERGROUND UTILITIES
   - FDEP NPDES STORMWATER DISCHARGE
2. IF THE CONTRACTOR PROPOSES TO DISCHARGE DEWATERING EFFLUENT OFF-SITE, HE SHALL COMPLY WITH THE FDEP'S GENERIC PERMIT FOR DISCHARGE OF PRODUCED GROUNDWATER FROM ANY NON-CONTAMINATED SITE ACTIVITY. PERMIT REQUIREMENTS CAN BE OBTAINED FROM FDEP AT (407) 893-3985. THIS PERMIT IS INDEPENDENT OF AND IN ADDITION TO WATER MANAGEMENT DISTRICTS' PERMITS FOR CONSTRUCTION DEWATERING.
3. CONTRACTOR SHALL REVIEW ALL PERMITS PRIOR TO CONSTRUCTION FOR ANY CHANGES TO THE DESIGN INCLUDED THEREIN. NOTIFY ENGINEER/OWNER OF ANY REQUIRED CHANGES PRIOR TO CONSTRUCTION.

UTILITIES NOTES:

1. THE LOCATIONS OF EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS FOR FIELD LOCATIONS AND FOR ANY RELOCATIONS OF THE VARIOUS EXISTING UTILITIES WITH THE UTILITY OWNERS, WHICH SHALL BE DONE IN A TIMELY FASHION TO MINIMIZE IMPACT ON THE CONSTRUCTION SCHEDULE. ANY DELAY OR INCONVENIENCE CAUSED THE CONTRACTOR BY THE RELOCATION OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
2. FLORIDA STATUTE 556 MANDATES THAT NOT LESS THAN TWO FULL BUSINESS DAYS BEFORE BEGINNING ANY EXCAVATION OR DEMOLITION THAT IS NOT BENEATH WATERS OF THE STATE, AND NOT LESS THAN ALL BUSINESS DAYS BEFORE BEGINNING EXCAVATION OR DEMOLITION THAT IS BENEATH WATERS OF THE STATE, AN EXCAVATOR SHALL NOTIFY SUNSHINE STATE ONE CALL OF FLORIDA, INC. (800-432-4770) OF PLANNED EXCAVATION OR DEMOLITION ACTIVITIES.
3. IMMEDIATELY AT ONSET OF CONSTRUCTION, CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES CRITICAL TO COMPLETING THE PROJECT (INCLUDING WATER, SEWER, POWER, TELEPHONE, GAS, AND CABLE TV) AND SHALL EVALUATE POTENTIAL CONFLICTS. ALL SUCH CONFLICTS SHALL BE REPORTED TO ENGINEER/OWNER IMMEDIATELY UPON DISCOVERY.
4. CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES OF THE PROPOSED START OF WORK IN ACCORDANCE WITH THEIR STANDARD REQUIREMENTS, INCLUDING BUT NOT LIMITED TO WATER, SEWER, POWER, TELEPHONE, GAS AND CABLE TV COMPANIES.

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL PROTECT THE PROJECT SITE AND ALL ADJACENT PROPERTIES FROM DAMAGE BY SEDIMENTATION OR OTHER POTENTIAL CONSTRUCTION RELATED CAUSES.
2. CONTRACTOR SHALL PROVIDE A SOIL TRACKING PREVENTION DEVICE CONFORMING TO THE FLORIDA EROSION AND SEDIMENT CONTROL MANUAL AT ALL PROJECT CONNECTIONS TO PUBLIC OR PRIVATE ROADWAYS THAT ARE TO BE USED BY CONSTRUCTION TRAFFIC.
3. DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO ENSURE AGAINST POLLUTING, SILTING, OR DISTURBING TO SUCH AN EXTENT AS TO CAUSE AN INCREASE IN TURBIDITY TO THE DRAINAGE SYSTEM AND ADJACENT WATER BODIES AND WETLANDS. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL PERMIT RECOMMENDATIONS RELATED TO SUCH MINIMIZATION. THESE MEASURES, BUT ARE NOT LIMITED TO, CONSTRUCTION OF TEMPORARY EROSION CONTROL STRUCTURES SUCH AS SEDIMENT BASINS, SEDIMENT CHECKS, SILT BARRIERS, OR SILT SCREENS. ANY MEASURES SHOWN OR DETAILED IN THESE DRAWINGS SHALL BE CONSIDERED MINIMUMS AND SHALL NOT RELIEVE CONTRACTOR OF THE RESPONSIBILITY TO IMPLEMENT ANY MEASURES NECESSARY TO PROVIDE PROTECTION.
4. CONTRACTOR SHALL STABILIZE AND PROTECT ALL END WALL, MITERED END SECTION, FLARED END SECTION, ETC. STRUCTURES THROUGHOUT THE PROJECT UNTIL THE BANK SLOPES OF THE RECEIVING WATER BODY ARE STABILIZED AND ACCEPTED BY OWNER.
5. CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN TO THE COUNTY ENGINEER WITH COPY TO ENGINEER FOR APPROVAL PRIOR TO SCHEDULING THE PRE-CONSTRUCTION MEETING.
6. THE SILT FENCE LOCATION DEPICTED IN THE PLANS IS FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND INSTALLATION OF SILT FENCE AND RELATED EROSION AND SILTATION CONTROL MEASURES IN COMPLIANCE WITH FDEP/NPDES REQUIREMENTS AND REGULATIONS. CONTRACTOR SHALL COORDINATE THE LOCATION AND INSTALLATION OF EROSION/SILTATION CONTROL FACILITIES TO PROTECT ADJACENT PROPERTIES AND ENVIRONMENTAL AREAS, AND ACCOMMODATE FINAL GRADING AS SHOWN IN THE PLANS. SEE SECTIONS SHEET C321.

NPDES NOTES:

1. THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY HAS AUTHORIZED THE STATE OF FLORIDA TO ADMINISTER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES). CONTRACTOR IS ADVISED THAT OPERATORS ARE REQUIRED TO FILE WITH FDEP A NOTICE OF INTENT TO USE THE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES THAT DISTURB ONE OR MORE ACRES OF LAND. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO SUBMIT THE NOTICE OF INTENT (NOI) TO FDEP WITH A COPY TO THE OWNER, THE ENGINEER AND THE CITY AT LEAST 48 HOURS BEFORE INITIATING CONSTRUCTION.
2. AS REQUIRED BY THE GENERIC PERMIT, CONTRACTOR SHALL PREPARE A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PURSUANT TO ALL REQUIREMENTS OF THE GENERIC PERMIT.
3. PURSUANT TO THE NPDES, CONTRACTOR SHALL MAINTAIN RECORDS OF DATES WHEN MAJOR GRADING ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE AND SHALL INITIATE STABILIZATION MEASURES WITHIN 7 DAYS AFTER SUCH TEMPORARY OR PERMANENT CESSATION OF CONSTRUCTION ACTIVITY. STABILIZATION REQUIREMENTS (SODDING WHERE SHOWN ON THE PLANS, SEEDING AND MULCHING ELSEWHERE) APPLY TO ALL AREAS DISTURBED BY CONSTRUCTION, ON-SITE AND OFF-SITE.
4. CONTRACTOR SHALL PROVIDE INSPECTIONS BY QUALIFIED PERSONNEL OF ALL POINTS OF OFF-SITE DISCHARGE, DISTURBED AREAS NOT YET FINALLY STABILIZED, STORAGE AREAS EXPOSED TO RAINFALL, STRUCTURAL CONTROLS AND VEHICULAR ACCESS LOCATIONS. INSPECTIONS SHALL BE MADE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER.
5. CONTRACTOR SHALL MAINTAIN A COPY OF THE SWPPP AT THE SITE OR THE LOCATION DESIGNATED IN THE NOI FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION.
6. CONTRACTOR SHALL AMEND THE SWPPP WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE THAT MAY HAVE A SIGNIFICANT EFFECT ON THE POTENTIAL FOR OFF-SITE DISCHARGE OF POLLUTANTS, INCLUDING THE ADDITION OF OR CHANGE IN LOCATION OF DISCHARGE POINTS AND REVISION TO CONTROLS WHICH MAY HAVE PROVED TO BE INEFFECTIVE.
7. CONTRACTOR SHALL REMAIN RESPONSIBLE FOR OPERATION AND MAINTENANCE OF POLLUTION PROTECTION MEASURES UNTIL CONSTRUCTION HAS BEEN COMPLETED IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT PLANS, CERTIFIED AS SUCH BY THE ENGINEER AND ACCEPTED BY THE CITY, WHETHER OR NOT CONTRACTOR HAS SUBMITTED A NOTICE OF TERMINATION (NOT) TO FDEP.

AS-BUILT/RECORD DRAWINGS NOTES:

1. CONTRACTOR SHALL FURNISH OWNER WITH ACCURATE RECORD DRAWINGS SHOWING AS-CONSTRUCTED HORIZONTAL AND VERTICAL DIMENSIONS OF THE WORK DONE. THE SUBMITTAL COPY OF THE RECORD DRAWINGS WILL NOT BE RETURNED. THE RECORD DRAWING SHALL BE CERTIFIED BY THE CONTRACTOR AS CORRECT. ALL INFORMATION WHICH IS UNCHANGED AND CURRENT SHALL BE NOTED BY CHECKING OFF AND CIRCLING. ALL REVISED INFORMATION SHALL BE CROSSED THROUGH AND NEW DATA ADDED. ADDITIONAL REQUIREMENTS ARE NOTED IN PAVING, GRADING AND DRAINAGE AND WATER AND SEWER NOTES.
2. AS-BUILT DRAWINGS AND/OR RECORD DRAWINGS, AS REQUIRED BY THESE NOTES, SHALL SHOW LOCATIONS OF IMPROVEMENTS BY DIMENSIONING AND/OR ACCURATE PLOTTING. THEY SHALL NOT PROVIDE LOCATIONS SOLELY BY COORDINATE POINTS. ALL FACILITIES WHICH ARE OUT OF DESIGN POSITION BY FIVE (5) FEET OR MORE SHALL BE REDRAWN IN AS-CONSTRUCTED LOCATIONS.
3. CONTRACTOR SHALL PROVIDE ACCURATE AS-BUILT DIMENSIONS AND ELEVATIONS OF THE STORMWATER MANAGEMENT AREAS IMMEDIATELY AFTER FINAL GRADING AND PRIOR TO GRASSING THE SLOPES. AT A MINIMUM, CONTRACTOR SHALL PROVIDE TWO TYPICAL AS-BUILT CROSS-SECTIONS ACROSS EACH "SIDE" OF EACH POND. CONTRACTOR SHALL OBTAIN ENGINEER'S APPROVAL PRIOR TO GRASSING. IF ANY MODIFICATIONS ARE NEEDED, ADDITIONAL AS-BUILTS SHALL BE FURNISHED.
4. CONTRACTOR SHALL MAINTAIN A SET OF RECORD DRAWINGS MARKED UP WITH HORIZONTAL AND VERTICAL AS-BUILT INFORMATION ON LOCATION OF WATER MAINS, FITTINGS, AND WATER SERVICES LOCATED FROM CENTERLINE OF NEAREST FIRE HYDRANT OR NEAREST MANHOLE.
5. AS-BUILT/RECORD DRAWINGS SHALL BE IN ACCORDANCE WITH SECTION 12-4 OF THE CITY OF WINTER GARDEN MANUAL OF STANDARD SPECIFICATIONS FOR UTILITIES CONSTRUCTION, LATEST EDITION. SEE SHEET C004 FOR CITY REQUIREMENTS.

PAVING, GRADING & DRAINAGE NOTES:

1. SITE GRADING, PAVING AND DRAINAGE MATERIALS AND CONSTRUCTION SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND TO CITY OF WINTER GARDEN STANDARD SPECIFICATIONS, LATEST EDITION INSOFAR AS THEY APPLY TO THE DESIGN SHOWN HEREIN. FOR TYPE S ASPHALT AND FOR SOIL CEMENT BASE, MATERIALS AND CONSTRUCTION SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS, 2000 EDITION). WHERE SUCH SPECIFICATIONS DIFFER, THE MORE STRINGENT SHALL NORMALLY APPLY, SUBJECT TO THE DETERMINATION OF THE ENGINEER.
2. DRAINAGE MANHOLES AND INLETS (NOT INCLUDING CONTROL STRUCTURES) IN THE PLANS ARE IDENTIFIED BY TOP TYPE ONLY. CONTRACTOR SHALL PROVIDE STANDARD DITCH BOTTOM INLET, J OR P STRUCTURE BOTTOMS, SIZED AS REQUIRED TO ACCOMMODATE PIPE SIZES AND ORIENTATIONS SHOWN. SHOP DRAWINGS SHALL BE SUBMITTED WHICH CLEARLY REPRESENT SUCH DATA.
3. PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCES BETWEEN CENTERLINES OF DRAINAGE STRUCTURES AND FROM INVERTS OF ENDWALLS AND/OR MITERED END SECTIONS. BIDDERS SHALL ADJUST FOR PIPE LENGTHS WHEN BIDDING MITERED END SECTIONS.
4. SEE DETAIL ON SHEET C511 FOR REQUIREMENTS AT CROSSINGS OF STORM DRAINS AND UTILITY PIPE.
5. NEW PIPES SHALL BE CONNECTED TO EXISTING PIPES AT AN EXISTING FACTORY MADE JOINT. REMOVE PARTIAL PIPES IF AND AS NEEDED.
6. FINISHED FLOOR ELEVATIONS ARE MINIMUM ELEVATIONS REQUIRED TO SATISFY DRAINAGE AND/OR 100-YEAR FLOODPLAIN REQUIREMENTS AND ARE TYPICALLY 8 INCHES ABOVE DESIGN FINISHED GRADE AT OUTSIDE PERIMETER OF BUILDINGS EXCEPT AT ENTRIES AND WHERE OTHERWISE SHOWN.
7. ELEVATIONS OF GRASSED AREAS ARE GIVEN AT FINISHED GRADE (TOP OF SOD OR SEEDED SURFACE).
8. RETAINING WALL DESIGN BY OTHERS.
9. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND DISPOSING OF ALL WASTE MATERIALS CONSISTENT WITH ALL RULES AND REGULATIONS APPLICABLE TO THE SPECIFIC MATERIAL FOUND.
10. CONTRACTOR SHALL REMOVE ALL MUCK DEPOSITS IN CONSTRUCTION AREAS AND AREAS TO BE FILLED. SEE GEOTECHNICAL REPORT.
11. CONTRACTOR IS RESPONSIBLE FOR GRADING ALL PAVEMENTS TO DRAIN POSITIVELY. INTERSECTIONS SHALL BE TRANSITIONED TO PROVIDE SMOOTH DRIVING SURFACE WHILE MAINTAINING POSITIVE DRAINAGE. SHOULD AREAS OF POOR DRAINAGE BE OBSERVED, CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PLACEMENT OF CURBS OR PAVEMENT COURSES, SO THAT RECOMMENDATIONS FOR CORRECTION MAY BE MADE.
12. CONTRACTOR SHALL NOT COMPACT, STABILIZE, OR CONSTRUCT BASE COURSE WITHIN LANDSCAPE ISLANDS, TRACTS OR MEDIANS. WHERE SUCH TREATMENT DOES OCCUR, IT SHALL BE REMOVED AND REPLACED WITH SUITABLE PLANTING SOILS ACCEPTABLE TO OWNER'S LANDSCAPE ARCHITECT.
13. OVER-EXCAVATION OF RETENTION BASINS SHALL NOT BE ALLOWED UNLESS SPECIFICALLY AUTHORIZED BY ENGINEER/OWNER. SHOULD UNAUTHORIZED OVER-EXCAVATION OCCUR, IT SHALL BE BACKFILLED, REGRADED, RESODDED AND/OR RESEEDED TO OWNER'S SPECIFICATIONS AT CONTRACTOR'S EXPENSE.
14. ROAD GRADING AND CONSTRUCTION SHALL INCLUDE BRINGING ANY UTILITY EASEMENTS, AS SHOWN OR NOTED ON THE PLAT OR CONSTRUCTION DRAWINGS, ADJACENT TO THE RIGHT-OF-WAY LINE TO WITHIN 6 INCHES OF FINAL DESIGN GRADE.
15. CONTRACTOR SHALL PROVIDE FOR POSITIVE DRAINAGE OF ROADWAY FROM SUBGRADE THROUGH FINAL LIFT OF ASPHALT. STRUCTURE BASES SHALL BE FABRICATED IN ACCORDANCE WITH FDOT STANDARD INDEX 201, TEMPORARY DRAINS FOR SUBGRADE AND BASE. AS NOTED IN THE INDEX THE COST OF ALL APPURTENANCES WILL BE CONSIDERED INCIDENTAL TO THE PRICE OF THE STRUCTURE.
16. PAVEMENT GRADES OVER HANDICAPPED PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION.
17. ALL OFF-SITE DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION, OR BETTER.
18. ALL DISTURBED FDOT, CITY AND COUNTY RIGHTS OF WAY SHALL BE RESTORED. SOD SHALL BE PLACED FROM EDGE OF PAVEMENT TO THE LIMITS OF CONSTRUCTION AND ALL AREAS SHALL MATCH OR EXCEED PRECONSTRUCTION CONDITIONS.
19. ENGINEER RESERVES THE RIGHT TO WITHHOLD RECOMMENDATION FOR PAYMENT FOR ANY ROADWORK WHICH HAS NOT BEEN TESTED BY A FLORIDA-REGISTERED GEOTECHNICAL ENGINEER AND REPORTED TO CONFORM TO PROJECT SPECIFICATIONS.
20. CONTRACTOR SHALL COORDINATE WITH ENGINEER FOR PRE-POUR OBSERVATION PRIOR TO ANY SIDEWALK AND/OR CURB RAMP POURS.

MATERIAL SPECIFICATIONS (PAVING AND DRAINAGE):

1. STORM DRAINS SHALL BE REINFORCED CONCRETE PIPE, PER ASTM C-76 CLASS III, UNLESS OTHERWISE SPECIFIED. LIFTING HOLES ARE PROHIBITED.
2. ALTERNATE STORM PIPE MATERIAL (SUBJECT TO APPROVAL BY THE OWNER AND ENGINEER) HP POLYPROPYLENE SMOOTH WALL PIPE, INSTALLED PER ASTM D2321, MEETING THE REQUIREMENTS OF THE CITY OF WINTER GARDEN STANDARD SPECIFICATIONS FOR ROAD AND DRAINAGE CONSTRUCTION, LATEST EDITION, SECTION 12.02.05, INCLUDING CLASS I BACKFILL AND LASER PROFILING.
3. UNDERDRAIN SHALL BE HP POLYPROPYLENE SMOOTH WALL UNDERDRAIN PIPE WITH FACTORY-INSTALLED FILTER FABRIC, INSTALLED PER ASTM D2321, MEETING THE CITY OF WINTER GARDEN STANDARD SPECIFICATIONS.
4. UNDERDRAIN DISCHARGE PIPE SHALL BE PVC PER ASTM D3034 SDR 35 WITH ELASTOMERIC JOINTS, NON-PERFORATED.
5. ALL TYPE "P" STRUCTURE BOTTOMS SHALL BE ROUND UNLESS OTHERWISE SPECIFIED AND SHALL HAVE 4 FOOT DIAMETER.
6. ALL CONCRETE CURBS, SIDEWALKS, INLET TOPS, ETC. SHALL BE 3000 PSI MINIMUM, UNLESS OTHERWISE SPECIFIED.
7. YARD DRAINS SHALL BE NYLOPLAST INLINE DRAINS AND DRAIN BASINS AS APPLICABLE WITH CAST IRON GRATES AND WATERTIGHT ADAPTER CONNECTIONS (OR APPROVED EQUAL).
8. YARD DRAIN PIPING: PVC CONFORMING TO ASTM D3034, SDR35 SHALL BE USED FOR ALL PIPE RUNS IN WHICH ANY PART LIES UNDER PAVED AREAS. SAID PVC OR HEAVY DUTY CORRUGATED POLYETHYLENE MAY BE USED FOR ALL OTHER RUNS. MATERIAL SELECTION SHALL BE CONSISTENT THROUGHOUT THE PROJECT.
9. EXFILTRATION AGGREGATE SHALL BE A NATURALLY OCCURRING NON-LIMESTONE BASED MATERIAL. CRUSHED OR RECYCLED CONCRETE IS NOT PERMITTED FOR USE IN THE EXFILTRATION TRENCH.

SIGNING AND MARKING NOTES:

1. ALL SIGNAGE, PAVEMENT MARKING AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH FHWA "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", LATEST EDITION.
2. ALL HANDICAPPED PARKING SPACES SHALL BE DESIGNATED BY APPROPRIATE PAVEMENT MARKINGS AND SIGNAGE.
3. BLUE REFLECTIVE PAVEMENT MARKERS SHALL BE PLACED OPPOSITE FIRE HYDRANTS IN THE CENTERLINE OF THE NEAREST TRAVEL LANE TO MARK THEIR LOCATIONS.
4. REGULATORY SIGNS (STOP, ETC.) SHALL BE IN PLACE PRIOR TO FINAL INSPECTION OF PAVING IMPROVEMENTS.

POTABLE WATER, WASTEWATER AND RECLAIMED WATER NOTES:

1. CONTRACTOR SHALL COORDINATE WITH THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF THE POTABLE WATER SYSTEM, RECLAIMED WATER, AND SANITARY SEWER SYSTEMS. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THEIR RESPECTIVE SPECIFICATIONS AND REQUIREMENTS AND WILL BE SUBJECT TO THEIR INSPECTION AND ACCEPTANCE.
2. CONTRACTOR SHALL COORDINATE WORK, SPECIFICALLY, BUT NOT LIMITED TO, CONNECTIONS TO EXISTING MAINS OR STRUCTURES AND SYSTEM TESTING WITH THE APPLICABLE UTILITY COMPANIES.
3. CONTRACTOR SHALL PROVIDE WATER MAIN DISINFECTION IN ACCORDANCE WITH AWWA C651, HYDROSTATIC PRESSURE AND LEAKAGE TESTING IN ACCORDANCE WITH AWWA C600, C605, OR M23 FOR DIP AND PVC PIPES RESPECTIVELY, AND BACTERIOLOGICAL TEST REPORTS, ALL IN ACCORDANCE WITH PROJECT SPECIFICATIONS, FDEP PERMIT CONDITIONS, AND AWWA STANDARDS. WATER MAIN TEST PRESSURE IS 150

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GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031, AND SPECIFICATIONS & LEGEND ON SHEET C002 FOR ADDITIONAL INFORMATION.
2. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

McINTOSH ASSOCIATES
an LJA company
1950 SUMMIT PARK DRIVE, SUITE 600
ORLANDO, FL 32810 407.644.4068

Seals

DATE: _____

FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE
Issue Date	12/17/24
Project No	24564
Drawn/ Designed	MAB / MAB
Checked By	JTT

Drawing Title

EXISTING CONDITIONS PLAN

Sheet Number

C021

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SITE DATA

1. THE PROPOSED WORKS WILL BE THE CONSTRUCTION OF A SECOND FREESTANDING MEDICAL OFFICE BUILDING (MOB 2) ON A PORTION OF THE HOSPITAL PROPERTY. REMOVAL OF EXISTING ASPHALT DRIVES AND PARKING WILL PROVIDE SPACE FOR THE NEW MOB 2. IMPROVEMENTS INCLUDE THE BUILDING, PAVED DRIVES AND PARKING, SIDEWALKS, ASSOCIATED UTILITIES, AND LANDSCAPING. ALL PROPOSED IMPROVEMENTS WILL BE CONSTRUCTED IN A SINGLE PHASE.

2. PROJECT AREA (TOTAL SITE): 1,496,481.16 SF = 34.355 ACRES
   LIMITS OF CONSTRUCTION AREA: 96,865.26 SF = 2.224 ACRES

3. PROJECT ADDRESS: 2000 FOWLER GROVE BOULEVARD, WINTER GARDEN, FL 34787

4. EXISTING ZONING: PCD, PLANNED COMMERCIAL DEVELOPMENT

5. SURROUNDING ZONING:
   NORTH: PD
   EAST SIDE: PCD
   WEST SIDE: R-1
   SOUTH SIDE: R-1

6. FUTURE LAND USE (FLU) DESIGNATION: BC – FOWLER GROVE REGIONAL RETAIL ACTIVITY CENTER

7. EXISTING LAND USE: HOSPITAL AND MEDICAL OFFICE

8. PROPOSED LAND USE: HOSPITAL, MOB 1, AND MOB 2

9. PERIMETER LANDSCAPE BUFFERS ARE BASED ON CITY ORDINANCE 12.54, FIGURE PCD-5 THROUGH PCD-8. PROPOSED DEVELOPMENT AREA ABUTS TWO BUFFER TYPE:

BUFFER TYPE	REQUIRED	PROVIDED
TYPE A (TO THE WEST):	40 FT	60 FT
TYPE E2.1 (TO THE NORTH):	20 FT	49 FT

10. BUILDING HEIGHT PER CITY ORDINANCE 12.54, FIGURE PCD-5:
    ZONE 1 : NO BUILDING, 00 FT
    ZONE 2B: 3 STORIES, 51 FT MAXIMUM
    ZONE 2C: 5 STORIES, 81 FT MAXIMUM
    ZONE 2D: 7 STORIES, 111 FT MAXIMUM

11. BUILDING FAR PER CITY ORDINANCE 12.54:
    PROPOSED: 0.34 FAR
    ALLOWABLE: 1.00 FAR

12. BUILDING AREA BREAKDOWN:

TOTAL COMPLETED HOSPITAL (200 BED WITH ED):	368,755 SF
MAXIMUM ALLOWABLE HOSPITAL WITH ED PER PCD:	490,000 SF
MEDICAL OFFICE (MOB, AND "B" OCCUPANCIES IN THE HOSPITAL BUILDING)	
HOSPITAL – 2nd FLOOR TENANT BUILD OUT:	2,658 SF
HOSPITAL – 3rd FLOOR BUSINESS OCCUPANCY:	19,997 SF
FREESTANDING MOB 1	67,566 SF
PROPOSED FREESTANDING MOB 2	69,183 SF
TOTAL MEDICAL OFFICE USE:	141,404 SF
MAXIMUM ALLOWABLE MOB PER PCD:	200,000 SF

13. PARKING REQUIREMENTS:

HOSPITAL w/ ED (2.5 SPACE PER BED, 200 BEDS)	500
EXISTING OFFICE "B" OCC. (4 SPACE / 1,000 GFS)	91
EXISTING MOB 1 (4 SPACES / 1,000 GFS)	270
PROPOSED MOB 2 (4 SPACES / 1,000 GFS)	277
TOTAL REQUIRED PARKING	1,138

14. PARKING PROVIDED (SITE WIDE):

NORTH EAST PARKING LOT (FRONT OF HOSPITAL)	360
MEDICAL OFFICE BUILDING LOT	173
HOSPITAL BED TOWER	666
MOTORCYCLE PARKING	6
TOTAL PARKING PROVIDED	1,205

15. HANDICAP PARKING SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE (F.A.C.). SECTION 208.2 OUTLINES THE TOTAL REQUIRED HANDICAP PARKING SPACES ON TABLE 208.2. HOSPITAL OUTPATIENT FACILITIES, MEDICAL OFFICE ATTACHED TO A HOSPITAL, ARE REQUIRED TO PROVIDE ADDITIONAL SPACES. THESE FACILITIES SHALL PROVIDE TEN (10) PERCENT OF THE TOTAL REQUIRED PARKING TO BE HANDICAP ACCESSIBLE PARKING SPACES.

HOSPITAL BED TOWER w/ ED (591 SPACES x 2%)	12 SPACES
OFFICE "B" OCC. (91 SPACES @ TABLE 208.2)	4 SPACES
MEDICAL OFFICE BUILDING 1 (270 SPACES x 10%)	27 SPACES
MEDICAL OFFICE BUILDING 2 (277 SPACES @ TABLE 208.2)	7 SPACES
TOTAL REQUIRED HANDICAP PARKING SPACES	50 SPACES
TOTAL PROVIDED HANDICAP PARKING SPACES	50 SPACES

16. THE HOSPITAL BED TOWER DEVELOPMENT WAS A LEED PROJECT. PARKING SPACES ARE SPECIALLY STRIPPED FOR LOW EMISSION AND ELECTRIC CAR PARKING.

LOW EMISSION PARKING	11 SPACES
ELECTRIC CAR PARKING	4 SPACES

17. SITE IMPERVIOUS/PERVIOUS SURFACE TABULATION:

EXISTING ER BUILDING (FOOTPRINT) =	48,905 SF	1.12 AC	3.3%
EXISTING MOB 1 BUILDING (FOOTPRINT) =	20,473 SF	0.47 AC	1.4%
HOSPITAL BED TOWER (FOOTPRINT) =	63,399 SF	1.46 AC	4.2%
PROPOSED MOB 2 (FOOTPRINT) =	23,061 SF	0.53 AC	1.5%
SUB-TOTAL BUILDING (FOOTPRINT) =	155,838 SF	3.58 AC	10.4%
PAVEMENT, SIDEWALKS ETC. =	821,106 SF	18.85 AC	54.9%
TOTAL IMPERVIOUS SURFACES =	977,051 SF	22.43 AC	65.3%
TOTAL PERVIOUS SURFACE AREA =	519,671 SF	11.93 AC	34.7%
TOTAL LAND AREA =	1,496,481 SF	34.35 AC	100.0%

DEVELOPMENT NOTES

1. ALL PROPOSED DEVELOPMENT IMPROVEMENTS SHALL CONFORM TO THE CITY OF WINTER GARDEN LAND DEVELOPMENT CODE, ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND FLORIDA DEPARTMENT OF TRANSPORTATION REQUIREMENTS.
2. ALL ONSITE WATER AND SANITARY SEWER SYSTEMS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.
3. ALL PROPOSED UTILITIES (ELECTRICAL, CABLE TV, GAS, TELEPHONE, ETC.) SHALL BE INSTALLED UNDERGROUND. APPURTENANCES TO THESE SYSTEMS THAT ARE REQUIRED TO BE ABOVE GROUND SHALL BE EFFECTIVELY SCREENED.
4. EXISTING STORM WATER MANAGEMENT FACILITIES ARE PROVIDED FOR WITHIN THE EXISTING RETENTION PONDS.
5. PER USDA SOIL CONSERVATION SERVICE (SCS) CLASSIFICATION SYSTEM SOIL SURVEY MAPS THE ONSITE SOILS ARE TAVARES FINE SANDS (46). HOWEVER IN THE PAST THE PROJECT SITE AREA HAS BEEN EXCAVATED, FILLED AND REGRADED. FILL MATERIAL WAS IMPORTED ONSITE IT IS NOT ADDRESSED ON THE SCS MAPS.
6. NO EXISTING JURISDICTIONAL WETLANDS OR OTHER POTENTIAL ENVIRONMENTAL CONDITIONS WERE OBSERVED ONSITE.
7. NO KNOWN EXISTING HISTORICAL STRUCTURES OR OTHER CULTURALLY SIGNIFICANT ARTIFACTS WERE OBSERVED ONSITE.
8. PROJECT SIGNAGE SHALL COMPLY WITH THE CITY OF WINTER GARDEN LAND DEVELOPMENT CODE.
9. ALL ROOF TOP EQUIPMENT SHALL BE SCREENED FROM ADJACENT PROPERTY AND PUBLIC RIGHT-OF-WAYS.
10. ALL INTERNAL TRAFFIC CONTROL SIGNAGE WILL COMPLY WITH CITY OF WINTER GARDEN, MUTCD AND FDOT STANDARDS, LATEST EDITIONS.

GENERAL NOTES:

1. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

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DATE: _____

FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

Description	Date
ADDENDUM 01	2/4/25

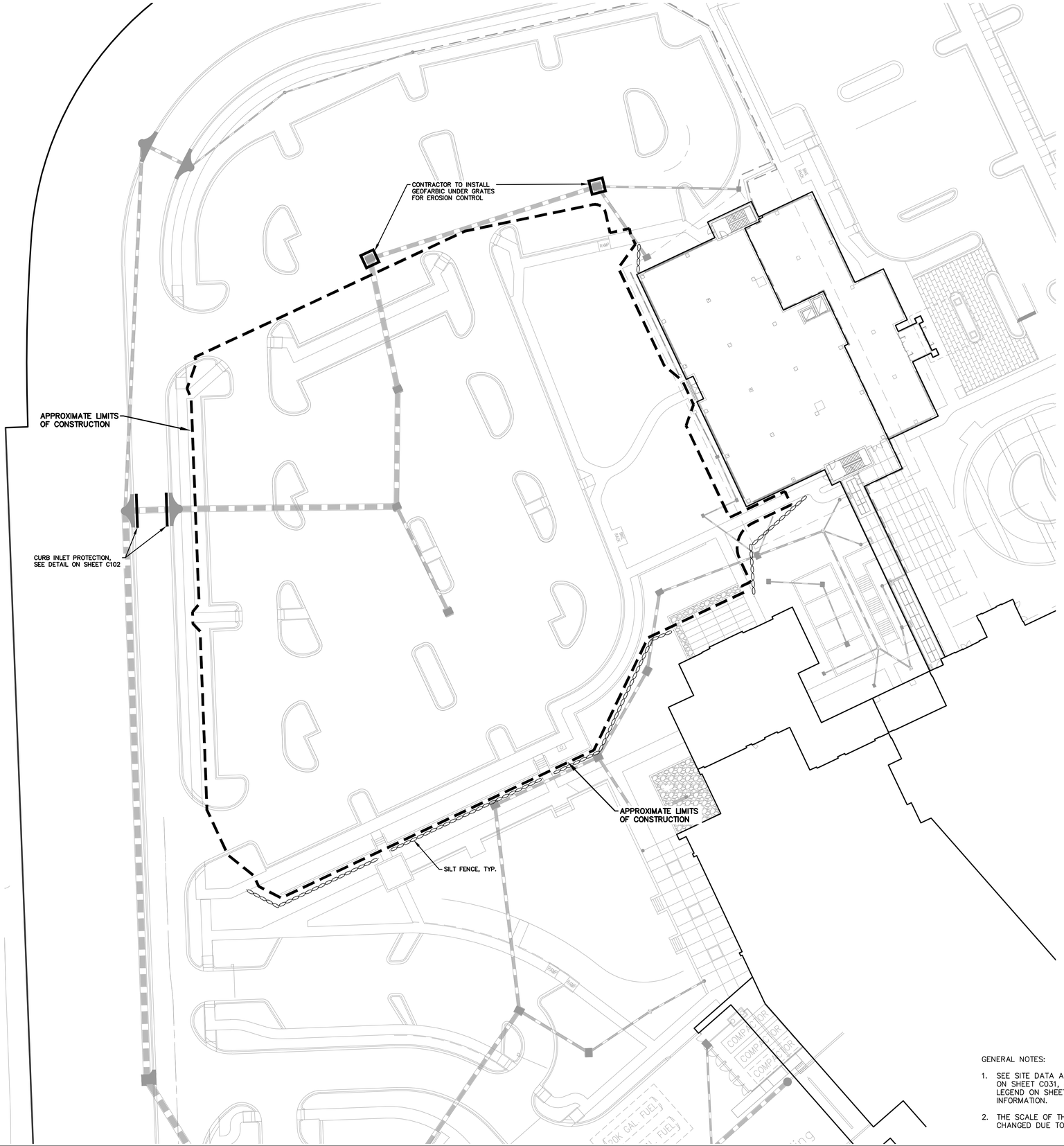
Issue Description	SITE AND LANDSCAPE
Issue Date	12/17/24
Project No	24564
Drawn/ Designed	MAB / MAB
Checked By	JTT

Drawing Title

AERIAL AND MASTER SITE PLAN

Sheet Number
C031
4 OF 21

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GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031, AND SPECIFICATIONS & LEGEND ON SHEET C002 FOR ADDITIONAL INFORMATION.
2. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

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Seals

DATE: _____

FINAL ENGINEERING PLAN

AdventHealth – Winter Garden

MEDICAL OFFICE BUILDING 2

CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE		
Issue Date	12/17/24		
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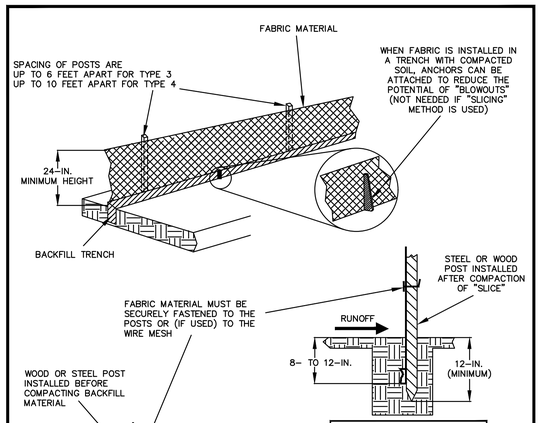
EROSION AND SEDIMENTATION CONTROL PLAN

Sheet Number

C101

5 OF 21

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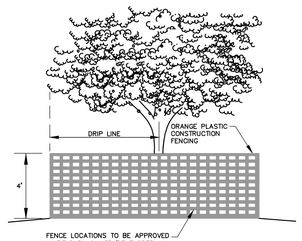


NOTE:
1. REFER TO STATE OF FLORIDA EROSION & SEDIMENT CONTROL – DESIGNER & REVIEWER MANUAL AND FIGURE V-2 FOR MORE INFORMATION.

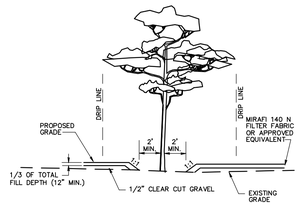
SILT FENCE BARRIER INSTALLATION

TREE PROTECTION NOTES

1. PROTECT EXISTING TREES AND UNDERGROWTH TO REMAIN AGAINST:
   + UNNECESSARY CUTTING, BREAKING, OR SKINNING OF ROOTS AND LIMBS
   + SKINNING AND BRUISING OF BARK
   + SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIAL WITHIN DRIP-LINE
   + EXCESS FOOT OR VEHICULAR TRAFFIC
   + PARKING VEHICLES WITHIN DRIP-LINE
2. ERECT TEMPORARY CONSTRUCTION FENCING BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING. FENCE SHALL BE A MINIMUM HEIGHT OF 4 FT. WITH STEEL POSTS SET DEEP ENOUGH IN THE GROUND TO BE STABLE WITHOUT ADDITIONAL SUPPORT. ALL FENCING SHOULD BE SET BEYOND THE DRIP-LINE OF EXISTING TREES AND A MINIMUM OF 10' CLEAR DISTANCE FROM THE FACE OF ANY TREES AND SHALL FULLY ENCLOSE ALL TREES AND UNDERGROWTH SCHEDULED TO REMAIN. NOTHING SHALL BE PLACED INSIDE OF THE FENCE, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION MATERIALS, MACHINERY, CHEMICALS, OR TEMPORARY SOIL DEPOSITS. FOR TREES LARGER THAN 20" DBH, THE FENCE SHALL BE NO CLOSER THAN 15' FROM FACE OF TREE. WHEN PAVING, EXCAVATION, OR HARDSCAPE MUST BE DONE WITHIN THE FENCE, THE FENCE SHALL BE MOVED TO A SECONDARY LOCATION AT THE EDGE OF WORK. EXTRA CARE MUST BE TAKEN AT THIS TIME BY THE CONTRACTOR TO INSURE THAT NO DAMAGE TO THE TREE AND UNDERGROWTH OCCURS.
3. PROVIDE WATER TO TREES AND UNDERGROWTH AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION.
4. FOR GRADE CUTS WITHIN THE DRIP LINES, ROOTS SHALL NOT BE TRACTOR CLEARED. LIMIT OF CONSTRUCTION SHALL BE DETERMINED, FENCE PLACED, AND ROOTS CUT CLEAN WITH A POWER SAW. CLEAN CUTS WILL AVOID "SHEARING" OF ROOTS. COVER EXPOSED ROOTS WITH MOIST MULCH TO PREVENT DRYING AND COVER WITH EARTH AS SOON AS POSSIBLE.
5. NO CLEARING OF UNDERGROWTH SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE OWNER OR THEIR REPRESENTATIVE. WHEN THE CLEARING OF UNDERGROWTH DOES TAKE PLACE, IT SHALL BE DONE BY QUALIFIED PERSONNEL (LANDSCAPE CONTRACTOR) UNDER THE DIRECTION OF THE OWNER OR THEIR REPRESENTATIVE. MULCH SHALL BE IMMEDIATELY PLACED OVER ANY CLEARED UNDERGROWTH AREA TO PROTECT SURFACE ROOTS OF TREES.
6. NO GRADE CHANGES ARE TO BE MADE WITHIN THE FENCE WITHOUT PRIOR APPROVAL OF THE OWNER OR THEIR REPRESENTATIVE.
7. INTERFERING BRANCHES MAY BE REMOVED AT THE DIRECTION OF THE OWNER OR HIS REPRESENTATIVE BY A QUALIFIED TREE SURGEON.
8. THE CONTRACTOR SHALL REPAIR OR REPLACE TREES INDICATED TO REMAIN, WHICH ARE DAMAGED IN THE CONSTRUCTION OPERATIONS, IN A MANNER ACCEPTABLE TO THE OWNER. EMPLOY A QUALIFIED TREE SURGEON TO REPAIR MAJOR DAMAGE TO TREES AND SHRUBS, PROMPTLY, TO PREVENT PROGRESSIVE DETERIORATION CAUSED BY THE DAMAGE. CONTRACTOR SHALL PROVIDE DOCUMENTATION TO THE OWNER OR THEIR DESIGNATED REPRESENTATIVE OF REPAIRS OR RECOMMENDATIONS FROM THE TREE SURGEON.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR TREES DAMAGED BEYOND REPAIR. TREES SHALL BE REPLACED ON AN INCH FOR INCH BASIS WITH TREES OF 5" CALIPER OR GREATER OF THE SAME SPECIES EQUALING THE OVERALL CALIPER OF THE TREE REMOVED. IF A 20" CALIPER TREE IS REMOVED, IT SHALL BE REPLACED WITH 4-5" CALIPER TREES. REPLACEMENT TREES SHALL BE "FLORIDA #1 GRADE" OR BETTER. IF TREES ARE HARMED THROUGH LACK OF PROTECTION OR NEGLIGENCE, THE CONTRACTOR SHALL BEAR THE BURDEN OF COST OF REPAIR OR REPLACEMENT.

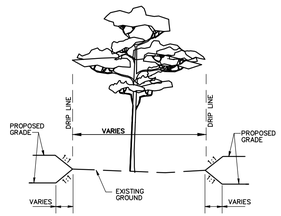


TREE PROTECTION DETAIL



NOTES:
1. CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING AROUND TREES.
2. ALL UTILITY WORK SHALL BE DONE BY HAND WITHIN TREE ROOT IMPACT ZONE.
3. ALL EARTHWORK WITHIN A 10 FOOT RADIUS ZONE AROUND SAVED TREES SHALL BE NON-COMPACTED.
4. GRAVEL AND FILTER FABRIC SHALL BE INSTALLED AROUND SAVED TREES IN FILL AREAS A MINIMUM OF 12 FEET FROM EDGE OF TREE TRUNK AND TERMINATE AT PROPOSED CURB LINE AND/OR DRIP LINE CANOPY OF SAVED TREE. INSTALLATION SHALL BE FIELD DIRECTED TO DETERMINE LIMITS.

TREE SAVE GRADING DETAIL



NOTES:
1. CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING AROUND TREES.
2. NO WORK SHALL BE DONE EXCEPT BY HAND WITHIN TREE ROOT IMPACT ZONE.

TREE SAVE GRADING DETAIL
NO FILL WITHIN DRIP LINE

TURBIDITY MONITORING REQUIRED:

DESCRIPTION: TURBIDITY EXPRESSED IN NEPHELOMETRIC TURBIDITY UNITS (NTU).

LOCATION: BACKGROUND-SAMPLES SHALL BE TAKEN 200 FEET UPSTREAM OF ANY CONSTRUCTION ACTIVITY WITHIN SURFACE WATERS OF THE STATE.

COMPLIANCE: SAMPLES SHALL BE TAKEN 200 FEET DOWNSTREAM OF THE CONSTRUCTION ACTIVITIES ADJACENT TO OR WITHIN WATERS OF THE STATE.

FREQUENCY: TWCE DAILY, WITH AT LEAST A FOUR HOUR INTERVAL, DURING ALL WORK AUTHORIZED BY THIS PERMIT.

DURATION: MONITORING SHALL BEGIN ON THE FIRST DAY OF CONSTRUCTION FOR ALL ACTIVITIES AND MAY BE DISCONTINUED UPON PERMANENT STABILIZATION OF ALL DISTURBED SOILS.

STANDARDS & REPORTING: THE MONITORING DATA MUST DEMONSTRATE THAT TURBIDITY AT THE COMPLIANCE SITE IS LESS THAN OR EQUAL TO 29 NTU'S ABOVE NATURAL BACKGROUND FOR A PERIOD OF 7 CONSECUTIVE DAYS AFTER COMPLETION OF CONSTRUCTION. ALL MONITORING DATA SHALL BE READ AND RECORDED DAILY, AND SUBMITTED TO THE OWNERS AUTHORIZED REPRESENTATIVE (O.A.R.) BY 5:00 P.M. EACH FRIDAY. IF AT ANY TIME THE TURBIDITY EXCEEDS BACKGROUND BY MORE THAN 29 NTU'S, ALL CONSTRUCTION ACTIVITIES SHALL BE HALTED, A WRITTEN REPORT FAXED TO THE FDEP POST PERMIT COMPLIANCE DEPARTMENT IN ORLANDO.

MONITORING REPORTS SHALL ALSO INCLUDE THE FOLLOWING INFORMATION FOR EACH SAMPLE THAT IS TAKEN:

1. TIME OF DAY SAMPLES WERE TAKEN
2. DEPTH OF WATER BODY
3. DEPTH OF SAMPLES
4. ANTECEDENT WEATHER CONDITIONS
5. WIND DIRECTION AND VELOCITY
6. SAMPLE LOCATION MAP

CORRECTIVE ACTIONS: REMEDIAL MEASURES SHALL BE TAKEN IMMEDIATELY TO CORRECT THE PROBLEM. ACTIVITIES SHALL RESUME ONLY WITH THE CONFIRMATION FROM SJRWM DISTRICT STAFF THAT THE SITUATION HAS BEEN RESOLVED.

TURBIDITY MONITORING: CONTRACTOR IS RESPONSIBLE FOR TURBIDITY MONITORING & REPORTING.

SEQUENCE OF CONSTRUCTION

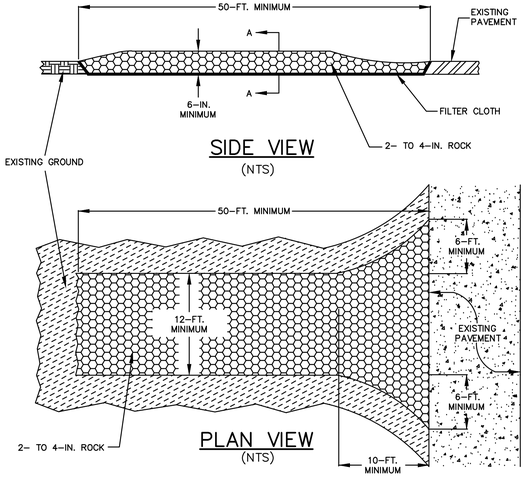
1.0 INSTALL SILT FENCES AROUND PROJECT PERIMETER INCLUDING FLOATING TURBIDITY SCREENS.
2.0 EXCAVATE TEMPORARY SEDIMENT BASINS.
3.0 CONSTRUCT IMPROVEMENTS
4.0 VEGETATE DISTURBED AREAS.
5.0 CONTINUOUS TURBIDITY MONITORING AND ALUM TREATMENT OF STORMWATER MANAGEMENT PONDS AS NECESSARY.

EPA STORMWATER MENU OF BEST MANAGEMENT PRACTICES (BMPs)

1.0 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEMS (NPDES) STORMWATER MENU CAN BE FOUND ONLINE AT CFLPUB.EPA.GOV. BELOW IS A LIST OF BMPs AVAILABLE TO THE CONTRACTOR TO CONTROL EROSION, SEDIMENTATION AND TURBIDITY DURING CONSTRUCTION.
2.0 CONSTRUCTION SITE SEQUENCING.
3.0 CONSTRUCTION SITE OPERATOR BMP INSPECTION AND MAINTENANCE PROGRAM. FOR MORE INFORMATION SEE FLORIDA STORMWATER, EROSION, AND SEDIMENTATION CONTROL INSPECTOR TRAINING AND CERTIFICATION PROGRAM.
4.0 LAND GRADING TECHNIQUES
5.0 SILT FENCES
6.0 STORM DRAIN INLET PROTECTION
7.0 TURBIDITY SCREENS
8.0 SEDIMENT BASINS
9.0 ALUM TREATMENT SYSTEM
10.0 TEMPORARY SLOPE DRAINS
11.0 CHEMICAL STABILIZATION
12.0 GRASS LINED CHANNELS
13.0 ESTABLISHMENT OF VEGETATION (GRASS) ON DISTURBED AREAS INCLUDING SEED, MULCH AND SOD.
14.0 DUST CONTROL
15.0 WIND AND SAND FENCES
16.0 CONSTRUCTION ENTRANCES

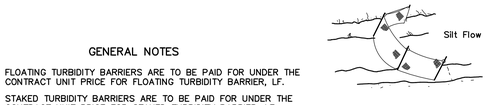
EROSION AND SEDIMENT CONTROL NOTES

1. BECAUSE OF THE PROJECT'S PROXIMITY TO ADJACENT LAKES AND WETLANDS, CONTRACTOR SHALL MAKE EVERY EFFORT TO MINIMIZE EROSION, TO RETAIN SEDIMENT WHICH UNAVOIDABLY WILL RESULT FROM ONSITE CONSTRUCTION ACTIVITIES, TO PREVENT SEDIMENTATION AND OTHERWISE PROTECT ONSITE WETLANDS WHICH ARE TO BE RETAINED. THE BASIC PRINCIPLES DESCRIBED HEREIN ARE INTENDED TO DEFINE THE DEVELOPER'S INTENT AND REQUIRE THE CONTRACTOR TO SATISFY THE SPECIFIC REQUIREMENTS OF GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
2. THE SCHEDULING, SEQUENCING AND CONTROL MEASURES, WHICH ARE OUTLINED HEREIN, ARE SUBJECT TO FINAL DEFINITION BY THE CONTRACTOR WHO WILL BE RESPONSIBLE FOR IMPLEMENTATION AND COMPLIANCE.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A CONSTRUCTION SCHEDULE DEPICTING EACH PHASE OF THE WORK. THE CONTRACTOR SHALL ALSO BE REQUIRED TO SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN TO THE OWNER, THE ENGINEER AND THE CITY ENCOMPASSING THE CONTRACTOR'S EXACT PLAN OF IMPLEMENTING THE PRINCIPLES AND THE REQUIREMENTS DESCRIBED HEREIN. NO CONSTRUCTION CAN BEGIN UNTIL SAID PLAN HAS BEEN APPROVED BY THE CITY OF WINTER GARDEN.
4. DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO ENSURE AGAINST POLLUTING, SILTATION OR DISTURBANCE TO SUCH AN EXTENT AS TO CAUSE AN INCREASE IN TURBIDITY TO THE ADJACENT WATER BODIES IN COMPLIANCE WITH ALL PERMIT REQUIREMENTS RELATED TO SUCH MEASURES.
5. EROSION CONTROL METHODS SHALL INCLUDE TEMPORARY CONTROL STRUCTURES SUCH AS SEDIMENT BASINS, SEDIMENT CHECKS, SILT BARRIERS, SILT SCREENS, TURBIDITY BARRIERS AND BEST MANAGEMENT PRACTICES AVAILABLE TO THE INDUSTRY.
6. EROSION AND SEDIMENT CONTROL INSTALLATIONS SHALL BE MAINTAINED BY CONTRACTOR THROUGHOUT THE CONSTRUCTION PERIOD AND UNTIL NEW VEGETATIVE GROWTH HAS BEEN ESTABLISHED.
7. THROUGHOUT THE CONSTRUCTION PERIOD, THE CONTRACTOR SHALL DAILY INSPECT PROTECTIVE INSTALLATIONS FOR FAILURES OR SIGNS OF FAILURE OR MALFUNCTION AND EFFECT REPAIRS OR REPLACEMENT IMMEDIATELY UPON DISCOVERY.
8. THE RECOMMENDED GENERAL SEQUENCE OF CONSTRUCTION FOR ALL BASINS IS AS FOLLOWS:
   A. PLACEMENT OF PERIMETER PROTECTIVE MEASURES (SILT FENCE, SYNTHETIC HAY BALES, ET.C.) AROUND ONSITE LAKES, AT POINTS OF OFFSITE DISCHARGE, AND AROUND WORK AREAS.
   B. REROUTE RUNOFF FROM AREAS OUTSIDE OF THE DEVELOPMENT AREA TO MINIMIZE FLOW THROUGH AREAS TO BE DISTURBED BY CONSTRUCTION. BERMS, SWALES AND OTHER MEANS USED FOR SUCH CONVEYANCE SHALL BE VEGETATED AND MEASURES TAKEN TO PROVIDE PROTECTION UNTIL STABILIZATION HAS BEEN ESTABLISHED.
   C. SELECT LOCATIONS FOR PLACEMENT OF MATERIAL, WHETHER SUITABLE FOR FILL OR UNSUITABLE, AND CONSTRUCT CONTAINMENT BERMS AROUND THE AREA. THE USE OF STRIPPINGS FOR THIS PURPOSE MAY ACCELERATE BERM REVEGETATION. CONSTRUCT TEMPORARY OUTLETS FROM CONTAINMENT AREAS WITH SCREENS, SYNTHETIC HAY BALES, SETTLING BASINS OR OTHER MEASURES TO PREVENT SILT TRANSPORTATION.
   D. SELECT/DESIGNATE ACCESS ROUTING FOR CONSTRUCTION EQUIPMENT AND VEHICLES AND PROVIDE PERIMETER PROTECTIVE MEASURES WHERE EXISTING TERRAIN WILL BE SUBJECT TO DISRUPTION BY SUCH TRAFFIC.
   E. IF REQUIRED, CONSTRUCT ABOVE GROUND OR OTHER CONTAINMENT AREAS FOR CONSTRUCTION AREA RUNOFF. PROVIDE SCREENS, SYNTHETIC HAY BALES, ETC., TO FILTER DISCHARGE FROM THESE AREAS.
   F. GRASSING, SODDING, ETC. SHALL BE IN PLACE IMMEDIATELY UPON COMPLETION OF DISTURBED AREAS WITHIN PROJECT AREA.
   G. IN ANY EVENT, CONTRACTOR IS SOLELY RESPONSIBLE FOR ENSURING ANY AND ALL MEASURES ARE TAKEN TO COMPLY WITH LOCAL, STATE, FEDERAL AND OWNER REQUIREMENTS FOR EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION.
9. BAHIA SOD REQUIRED AROUND ALL STORM INLETS IN UNPAVED AREAS.
10. THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY HAS AUTHORIZED THE STATE OF FLORIDA TO ADMINISTER THE NATIONAL POLLUTANTS DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S.). CONTRACTOR IS ADVISED THAT OPERATORS ARE REQUIRED TO FILE WITH F.D.E.P., A NOTICE OF INTENT TO USE THE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES THAT DISTURB ONE OR MORE ACRES OF LAND. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO SUBMIT THE NOTICE OF INTENT (N.O.I.) TO F.D.E.P. WITH A COPY TO THE OWNER, THE ENGINEER AND THE CITY AT LEAST 48 HOURS BEFORE INITIATING CONSTRUCTION.
11. CONTRACTOR SHALL CONFORM TO REQUIRMENTS OF THE FDEP NPDES GENERIC PERMIT INCLUDING PREPARATION AND EXECUTION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP). THIS SHEET SHALL NOT BE SUBSTITUTED FOR THAT PURPOSE.
12. PURSUANT TO THE N.P.D.E.S., CONTRACTOR SHALL MAINTAIN RECORDS OF DATES WHEN MAJOR GRADING ACTIVITIES TEMPORARILY OF PERMANENTLY CEASE AND SHALL INITIATE STABILIZATION MEASURES WITHIN 7 DAYS AFTER SUCH TEMPORARY OR PERMANENT CESSATION OF CONSTRUCTION ACTIVITY. STABILIZATION REQUIREMENTS (SODDING WHERE SHOWN ON THE PLANS, SEEDING AND MULCHING ELSEWHERE) APPLY TO ALL AREAS DISTURBED BY CONSTRUCTION, ON-SITE AND OFF-SITE.
13. CONTRACTOR SHALL PROVIDE INSPECTIONS BY QUALIFIED PERSONNEL OF ALL POINTS OF DISCHARGE, DISTURBED AREAS NOT YET FINALLY STABILIZED, STORAGE AREAS EXPOSED TO RAINFALL, STRUCTURAL CONTROLS AND VEHICULAR ACCESS LOCATIONS. INSPECTIONS SHALL BE MADE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER.
14. CONTRACTOR SHALL MAINTAIN A COPY OF THE S.W.P.P.P. AT THE LOCATION IDENTIFIED IN THE NOI OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION.
15. CONTRACTOR SHALL AMEND THE S.W.P.P.P. WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION OF MAINTENANCE THAT MAY HAVE A SIGNIFICANT EFFECT ON THE POTENTIAL FOR OFF-SITE DISCHARGE OF POLLUTANTS, INCLUDING THE ADDITION OF OR CHANGE IN LOCATION OF DISCHARGE POINTS AND REVISION TO CONTROLS WHICH MAY HAVE PROVED TO BE INEFFECTIVE.
16. CONTRACTOR SHALL REMAIN RESPONSIBLE FOR OPERATION AND MAINTENANCE OF POLLUTION PROTECTION MEASURES UNTIL CONSTRUCTION HAS BEEN COMPLETED IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT PLANS, CERTIFIED AS SUCH BY THE ENGINEER AND ACCEPTED BY THE CITY, WHETHER OR NOT CONTRACTOR HAS SUBMITTED A NOTICE OF TERMINATION (N.O.T.) TO F.D.E.P.
17. IF CONTRACTOR PROPOSES TO DISCHARGE DEWATERING EFFLUENT OFF-SITE, HE SHALL COMPLY WITH FDEP'S "GENERIC PERMIT FOR DISCHARGE OF PRODUCED GROUND WATER FROM ANY NON-CONTAMINATED SITE ACTIVITY". PERMIT REQUIREMENTS CAN BE OBTAINED FROM FDEP AT (407)894-7555 EXT.3985. THIS PERMIT IS INDEPENDENT OF AND IN ADDITION TO WATER MANAGEMENT DISTRICTS' PERMITS FOR CONSTRUCTION DEWATERING.
18. AT ANY PROJECT CONNECTION TO PUBLIC OR PRIVATE ROADWAYS THAT ARE TO BE USED BY CONSTRUCTION TRAFFIC, CONTRACTOR SHALL PROVIDE A SOIL TRACKING PREVENTION DEVICE PER DETAIL.



NOTES:
1. BEFORE CONSTRUCTION ACTIVITIES BEGIN, CONTRACTOR SHALL INSTALL A SOIL TRACKING PREVENTION DEVICE (S.T.P.D.) TO BE USED AT LOCATIONS FOR POINTS OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE CONSTRUCTION PROJECT SHALL BE DIRECTED THRU A S.T.P.D. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE S.T.P.D.
2. THE MINIMUM WIDTH OF THE S.T.P.D. SHALL BE 12' FOR SINGLE LANE USAGE. WHEN CONSTRUCTION TRAFFIC WARRANTS TWO LANE USAGE, THE MINIMUM WIDTH SHALL BE 24'.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE S.T.P.D. AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER, CITY OR COUNTY INSPECTOR.
4. AGGREGATES SHALL BE AS DESCRIBED IN SECTION 901 EXCLUDING 901-2.3. AGGREGATES SHALL BE 2" TO 4" IN SIZE. SIZES CONTAINING EXCESSIVE SMALL AGGREGATE WILL TRACK OFF THE PROJECT AND ARE UNSUITABLE.
5. THE S.T.P.D. SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION. TO PREVENT OFFSITE TRACKING, THE S.T.P.D. SHALL BE RINSED (DAILY WHEN IN USE) TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE S.T.P.D. MAY BE REQUIRED TO LIMIT THE MUD TRACKED.
6. PAYMENT FOR THE S.T.P.D. SHALL CONSTITUTE FULL COMPENSATION FOR CONSTRUCTION, MAINTENANCE, REPLACEMENT OF MATERIALS, REMOVAL, AND RESTORATION OF THE AREA UTILIZED FOR THE S.T.P.D.: INCLUDING BUT NOT LIMITED TO EXCAVATION, GRADING, SEDIMENT REMOVAL AND DISPOSAL, WATER, RINSING AND CLEANING OF THE S.T.P.D. AND CLEANING OF PUBLIC ROADS, GRASSING AND SOD.
7. REFER TO STATE OF FLORIDA EROSION & SEDIMENT CONTROL – DESIGNER & REVIEWER MANUAL AND FIGURE V-19 FOR MORE INFORMATION.

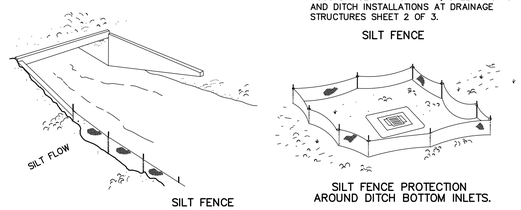
SOIL TRACKING PREVENTION DEVICE



GENERAL NOTES

1. FLOATING TURBIDITY BARRIERS ARE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR FLOATING TURBIDITY BARRIER, LF.
2. STAKED TURBIDITY BARRIERS ARE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED TURBIDITY BARRIER, LF.

NOTE: SPACING FOR TYPE III FENCE TO BE IN ACCORDANCE WITH CHART ~, SHEET 1 OF 3 AND DITCH INSTALLATIONS AT DRAINAGE STRUCTURES SHEET 2 OF 3.

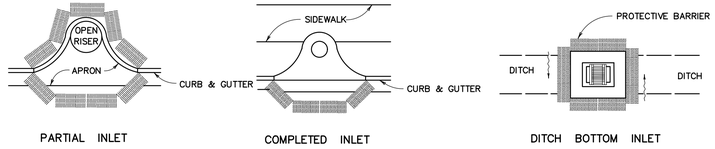


SILT FENCE

SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS.

DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SILT FENCE APPLICATIONS



PARTIAL INLET — COMPLETED INLET — DITCH BOTTOM INLET

PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031, AND SPECIFICATIONS & LEGEND ON SHEET C002 FOR ADDITIONAL INFORMATION.
2. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

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an LJA company
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ORLANDO, FL 32810 407.644.4068

Seals

DATE: _____

FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

Description	Date

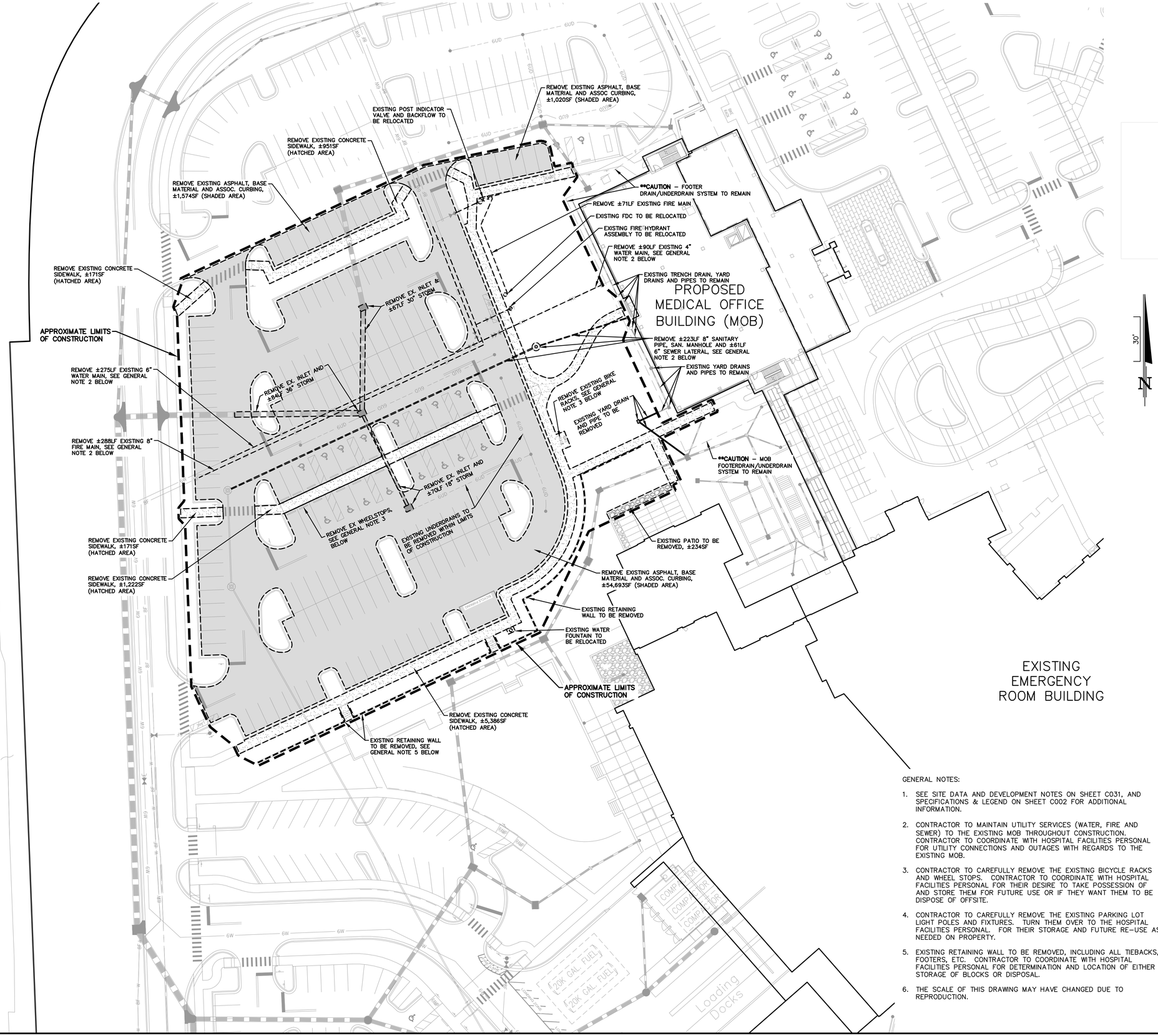
Issue Description	SITE AND LANDSCAPE
Issue Date	12/17/24
Project No	24564
Drawn/ Designed	MAB / MAB
Checked By	JTT

Drawing Title

EROSION CONTROL DETAILS

Sheet Number
C102
6 OF 21

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GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031, AND SPECIFICATIONS & LEGEND ON SHEET C002 FOR ADDITIONAL INFORMATION.
2. CONTRACTOR TO MAINTAIN UTILITY SERVICES (WATER, FIRE AND SEWER) TO THE EXISTING MOB THROUGHOUT CONSTRUCTION. CONTRACTOR TO COORDINATE WITH HOSPITAL FACILITIES PERSONAL FOR UTILITY CONNECTIONS AND OUTAGES WITH REGARDS TO THE EXISTING MOB.
3. CONTRACTOR TO CAREFULLY REMOVE THE EXISTING BICYCLE RACKS AND WHEEL STOPS. CONTRACTOR TO COORDINATE WITH HOSPITAL FACILITIES PERSONAL FOR THEIR DESIRE TO TAKE POSSESSION OF AND STORE THEM FOR FUTURE USE OR IF THEY WANT THEM TO BE DISPOSE OF OFFSITE.
4. CONTRACTOR TO CAREFULLY REMOVE THE EXISTING PARKING LOT LIGHT POLES AND FIXTURES. TURN THEM OVER TO THE HOSPITAL FACILITIES PERSONAL. FOR THEIR STORAGE AND FUTURE RE-USE AS NEEDED ON PROPERTY.
5. EXISTING RETAINING WALL TO BE REMOVED, INCLUDING ALL TIEBACKS, FOOTERS, ETC. CONTRACTOR TO COORDINATE WITH HOSPITAL FACILITIES PERSONAL FOR DETERMINATION AND LOCATION OF EITHER STORAGE OF BLOCKS OR DISPOSAL.
6. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

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DATE: _____

FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE
Issue Date	12/17/24
Project No	24564
Drawn/Designed	MAB / MAB Checked By JTT

Drawing Title

DEMOLITION PLAN

Sheet Number
C111
7 OF 21

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CURB LINE POINTS

POINT TABLE		
POINT #	NORTHING	EASTING
153	1523625.579	466408.485
154	1523631.860	466421.955
155	1523629.442	466428.600
156	1523617.660	466434.094
157	1523662.176	466529.558
158	1523673.952	466524.067
159	1523680.596	466526.485
160	1523684.539	466534.940
161	1523682.120	466541.585
162	1523670.338	466547.079
163	1523677.382	466562.184
164	1523692.191	466555.278
165	1523695.690	466562.773
166	1523716.531	466553.054
167	1523698.565	466514.525
168	1523698.892	466501.188
169	1523707.835	466501.384
170	1523712.891	466512.080
171	1523815.956	466463.361
172	1523815.387	466462.156
173	1523833.167	466453.751
174	1523827.983	466442.783
175	1523832.311	466435.650
176	1523847.410	466435.069
177	1523860.727	466442.142
178	1523862.626	466445.960
179	1523860.208	466452.605
180	1523847.746	466458.416
181	1523863.665	466492.553
182	1523862.456	466493.117
183	1523876.825	466523.931
184	1523878.034	466523.368
185	1523883.105	466534.244
186	1523895.177	466528.614
187	1523902.226	466532.350
188	1523894.820	466548.763
189	1523894.108	466547.635
190	1523888.554	466566.730
191	1523912.290	466616.942
192	1523934.696	466627.922
193	1523940.308	466630.691
194	1523948.772	466648.841
195	1523998.317	466625.738
196	1523991.616	466611.368
197	1523994.320	466605.785
198	1524012.414	466617.105
199	1524001.668	466565.239
200	1523993.419	466582.324
201	1523981.418	466587.920
202	1523946.422	466575.183
203	1523935.510	466551.781
204	1523937.929	466545.136
205	1523949.711	466539.642
206	1523908.998	466452.335
207	1523897.216	466457.829
208	1523890.572	466455.410
209	1523903.051	466432.928
210	1523932.678	466431.788
211	1523946.268	466439.365
212	1523943.851	466446.013
213	1523932.136	466451.476
214	1523969.045	466530.627
215	1523980.751	466525.168
216	1523987.472	466527.551
217	1523923.317	466389.972
218	1523910.300	466411.300
219	1523904.304	466411.530
220	1523899.115	466406.726
221	1523898.616	466393.736
222	1523829.333	466396.402
223	1523829.839	466409.537
224	1523819.941	466411.959
225	1523813.681	466398.716
226	1523775.409	466416.808
227	1523780.964	466428.561

POINT TABLE		
POINT #	NORTHING	EASTING
228	1523778.581	466435.218
229	1523764.756	466441.753
230	1523758.099	466439.369
231	1523752.543	466427.616
232	1523689.860	466457.247
233	1523695.118	466468.370
234	1523690.928	466475.496
235	1523676.342	466466.868
236	1523672.102	466457.774
237	1523674.520	466451.130
238	1523686.302	466445.636
239	1523668.411	466407.269
240	1523656.838	466412.665
241	1523649.894	466409.423
242	1523650.022	466398.649
243	1523650.551	466396.841
244	1523907.048	466573.094
245	1523923.623	466608.159
246	1523932.995	466607.233
247	1523932.121	466598.148
248	1523920.444	466573.105
249	1523913.594	466566.385

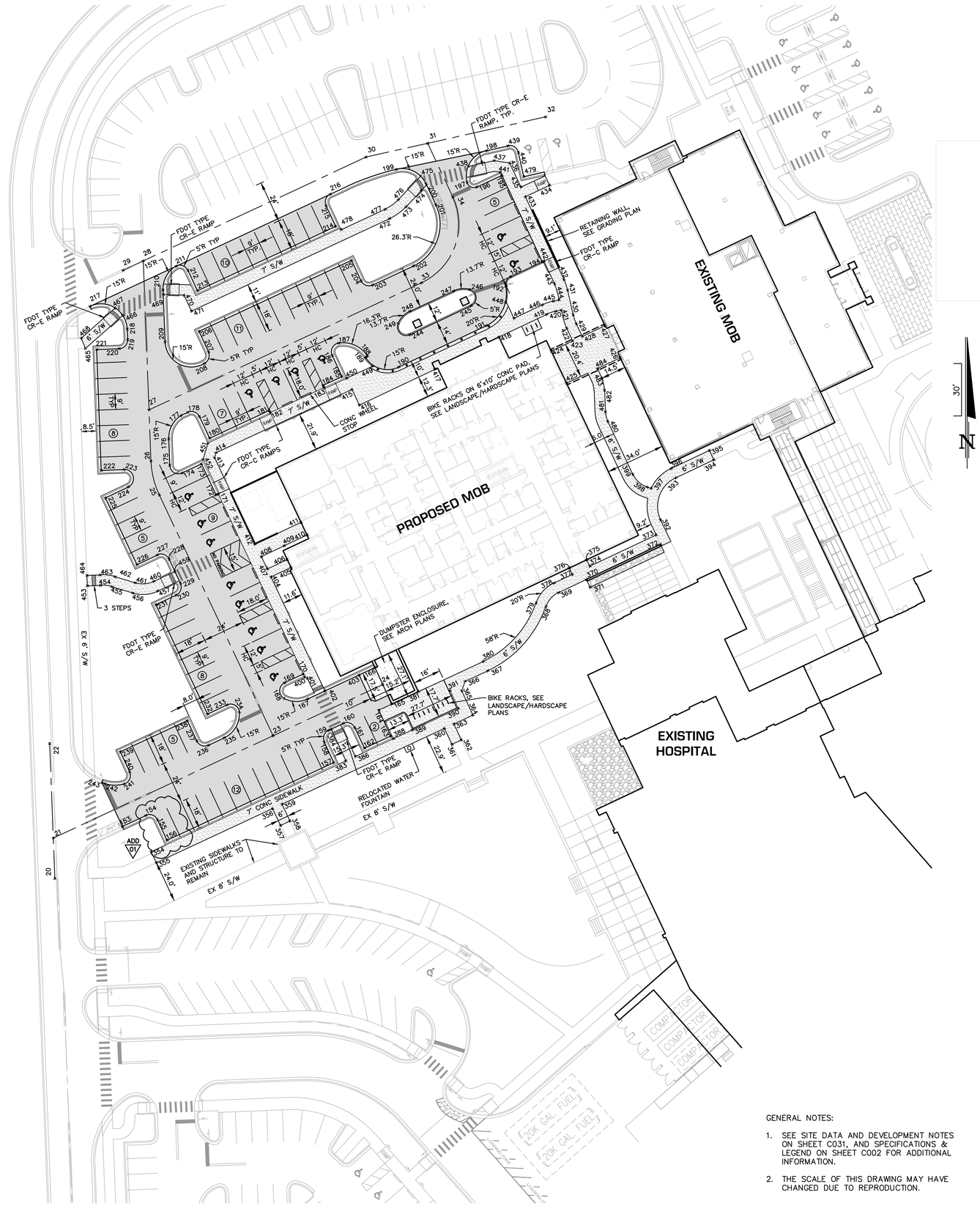
CENTERLINE POINTS

POINT TABLE		
POINT #	NORTHING	EASTING
20	1523595.803	466369.863
21	1523618.924	466368.973
22	1523673.123	466366.888
23	1523677.579	466494.760
24	1523706.864	466557.562
25	1523815.341	466429.639
26	1523834.787	466424.880
27	1523864.041	466423.755
28	1523949.310	466420.473
29	1523943.876	466408.820
30	1524008.738	466547.918
31	1524016.649	466583.261
32	1524031.752	466650.742
33	1523936.755	466579.691
34	1523985.925	466597.587

SIDEWALK POINTS

POINT TABLE		
POINT #	NORTHING	EASTING
354	1523611.198	466424.970
355	1523604.854	466427.928
356	1523635.870	466494.442
357	1523626.188	466499.018
358	1523628.753	466504.443
359	1523638.406	466499.879
360	1523681.738	466592.806
361	1523672.577	466597.145
362	1523675.145	466602.567
363	1523684.274	466598.244
364	1523689.375	466609.182
365	1523703.271	466602.702
366	1523708.629	466604.652
367	1523714.680	466617.628
368	1523751.488	466650.969
369	1523759.508	466658.196
370	1523767.003	466674.051
371	1523762.484	466676.191
372	1523787.089	466716.543
373	1523792.514	466713.979
374	1523774.562	466676.003
375	1523778.235	466674.267
376	1523773.534	466664.322
377	1523769.861	466666.058
378	1523764.931	466655.627
379	1523753.473	466645.303
380	1523720.115	466615.088
381	1523702.734	466577.889
383	1523663.174	466536.448
384	1523681.301	466527.996
386	1523665.710	466541.886
388	1523675.857	466563.631
389	1523680.900	466574.520
390	1523693.154	466600.799
391	1523703.454	466595.997
392	1523801.108	466716.552
393	1523825.074	466725.133
394	1523835.442	466747.066
395	1523840.866	466744.501
396	1523830.499	466722.569
397	1523819.122	466711.158
398	1523819.858	466708.929
399	1523827.168	466700.665
400	1523711.083	466512.935
401	1523710.606	466514.267
402	1523703.177	466524.415
403	1523712.305	466543.991
404	1523768.437	466493.566
405	1523773.848	466505.013
406	1523778.368	466502.877
407	1523772.957	466491.430
408	1523780.072	466488.066
409	1523786.251	466501.138
410	1523792.430	466514.209
411	1523799.645	466510.753
412	1523787.127	466484.271
413	1523836.801	466461.250
414	1523839.512	466462.054
415	1523875.809	466539.893
416	1523866.817	466544.144
417	1523887.268	466587.409
418	1523905.777	466624.078
419	1523918.662	466651.336
420	1523920.456	466656.558
421	1523921.173	466659.757
422	1523910.793	466662.830
423	1523903.525	466666.266
424	1523897.742	466654.032
425	1523879.333	466662.733
426	1523893.858	466693.460
427	1523912.266	466684.758
428	1523906.089	466671.690
429	1523913.256	466668.302
430	1523918.478	466666.509
431	1523932.558	466663.356

POINT TABLE		
POINT #	NORTHING	EASTING
432	1523938.682	466661.270
433	1523986.125	466639.147
434	1523992.580	466652.988
435	1523991.563	466636.611
436	1524005.427	466630.146
437	1524006.730	466621.212
438	1524003.435	466606.490
439	1524015.122	466629.204
440	1524011.335	466635.175
441	1524000.130	466624.893
442	1523949.194	466649.747
443	1523936.244	466655.786
444	1523927.028	466658.446
445	1523926.287	466655.138
446	1523924.134	466648.873
447	1523916.454	466632.625
448	1523925.675	466627.836
449	1523889.036	466551.695
450	1523882.138	466536.902
451	1523845.088	466457.448
452	1523835.830	466454.704
453	1523763.322	466388.435
454	1523763.616	466396.082
455	1523762.799	466402.557
456	1523759.244	466414.501
457	1523760.331	466428.754
459	1523771.586	466438.524
460	1523765.919	466426.536
461	1523765.104	466415.846
462	1523768.550	466404.269
463	1523769.611	466395.851
464	1523769.317	466388.204
465	1523899.211	466387.356
466	1523918.165	466408.710
467	1523922.358	466404.395
468	1523905.124	466384.979
469	1523930.065	466431.888
470	1523929.710	466443.780
471	1523920.599	466448.029
472	1523973.483	466561.440
473	1523980.326	466570.907
474	1523989.578	466579.620
475	1523997.850	466579.169
476	1523984.440	466566.539
477	1523978.921	466558.905
478	1523967.171	466533.707
479	1523997.534	466638.264
480	1523857.497	466686.328
481	1523862.915	466684.997
482	1523875.282	466684.497
483	1523882.134	466682.948
484	1523887.681	466680.392



GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031, AND SPECIFICATIONS & LEGEND ON SHEET C002 FOR ADDITIONAL INFORMATION.
2. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

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FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

Description	Date
ADDENDUM 01	2/4/25

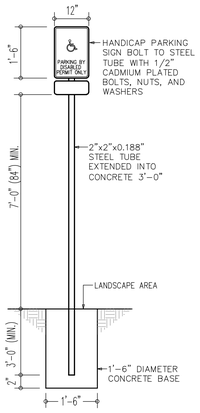
Issue Description	SITE AND LANDSCAPE
Issue Date	12/17/24
Project No	24564
Drawn/ Designed	MAB / MAB Checked By JTT

Drawing Title

HORIZONTAL GEOMETRY PLAN

Sheet Number
C201
8 OF 21

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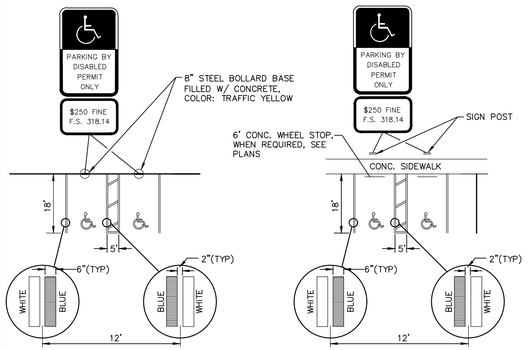


NOTE: (HANDICAP SIGN ONLY)

1. ALL LETTERS SHALL BE BLACK AND SHALL CONFORM TO FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS".
2. TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK BORDER.
4. ONE SIGN REQUIRED FOR EACH PARKING SPACE.
5. HEIGHT OF SIGN SHALL BE 7' ABOVE GROUND IN ACCORDANCE WITH FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS".

DISABLED PARKING SIGNAGE

NTS



HEAD TO HEAD PARKING

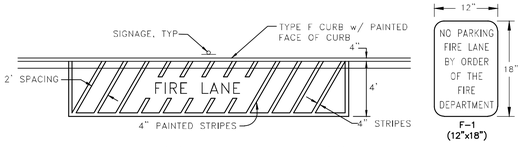
PARKING ADJACENT TO SIDEWALKS

NOTES:

1. EACH PARKING SPACE SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY, AND THE CAPTION "PARKING BY DISABLED PERMIT ONLY." SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.
2. ALL DISABLED PARKING SPACES MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE DEPARTMENT OF TRANSPORTATION AND FLORIDA ADA.
3. HANDICAP SIGN TO BE POSTED 7' (84") ABOVE PAVEMENT.

DISABLED PARKING NOTES

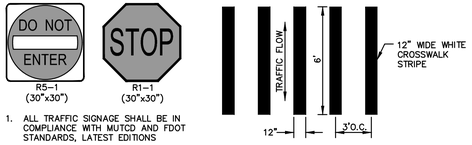
NTS



1. SIGNS SHALL BE TWELVE (12) INCHES WIDE BY EIGHTEEN (18) INCHES IN HEIGHT, WHITE WITH TWO-INCH HIGH RED LETTERS NOT LESS THAN ONE-HALF INCH WIDE TO READ "NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPARTMENT".
2. SIGNS SHALL BE FREESTANDING, DOUBLE FACED, SPACED NOT GREATER THAN 60 FEET APART.
3. SIGNS SHALL BE MOUNTED ON METAL POSTS, NOT LESS THAN TWO (2) INCHES IN SIZE WITH BOTTOM OF SIGN NOT LESS THAN SEVEN (7) FEET FROM GRADE TO BOTTOM OF SIGN.
4. WHERE A CURB IS PROVIDED, FOUR (4) INCHES OF CURB TOP AND FACE TO BE TRAFFIC YELLOW (F.D.O.T. TRAFFIC RATED PAVEMENT PAINT). STRIPES FOUR (4) INCHES WIDE EXTENDING OUTWARD TO A WIDTH OF FOUR (4) FEET FROM CURB WITH TWO (2) FEET BETWEEN EACH STRIPE. STRIPING TO BE TRAFFIC YELLOW F.D.O.T. TRAFFIC RATED PAVEMENT PAINT.
5. LETTERS NOT LESS THAN EIGHTEEN (18) INCHES IN HEIGHT AND NOT LESS THAN FOUR INCHES IN WIDTH WITHIN THE STRIPING. LETTERING TO READ "FIRE LANE". LETTERING TO BE TRAFFIC YELLOW F.D.O.T. TRAFFIC RATED PAVEMENT PAINT.
6. SIGNS AND PAINTING ARE TO BE MAINTAINED BY THE RESPONSIBLE PARTY OF THE PROPERTY.

FIRE LANE STRIPING

NTS



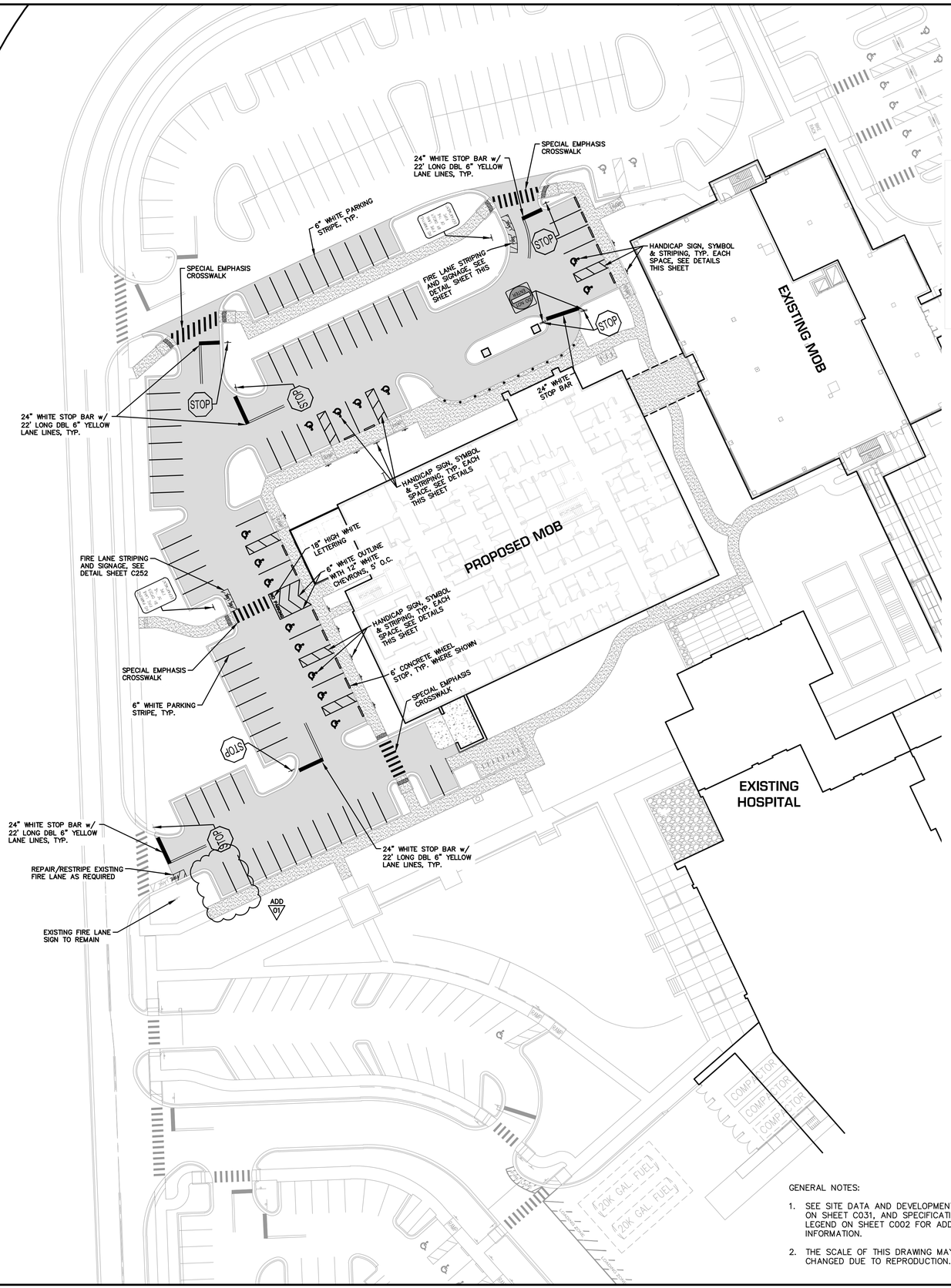
1. ALL TRAFFIC SIGNAGE SHALL BE IN COMPLIANCE WITH MUTCD AND FDOT STANDARDS, LATEST EDITIONS

TRAFFIC SIGNAGE

NTS

SPECIAL EMPHASIS CROSSWALK

NTS



GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031, AND SPECIFICATIONS & LEGEND ON SHEET C002 FOR ADDITIONAL INFORMATION.
2. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

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an LJA company
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ORLANDO, FL 32810 407.644.4068

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DATE: _____

FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

Description	Date
ADDENDUM 01	2/4/25

Issue Description	SITE AND LANDSCAPE
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Project No	24564
Drawn/ Designed	MAB / MAB
Checked By	JTT

Drawing Title

SIGNAGE AND STRIPING PLAN

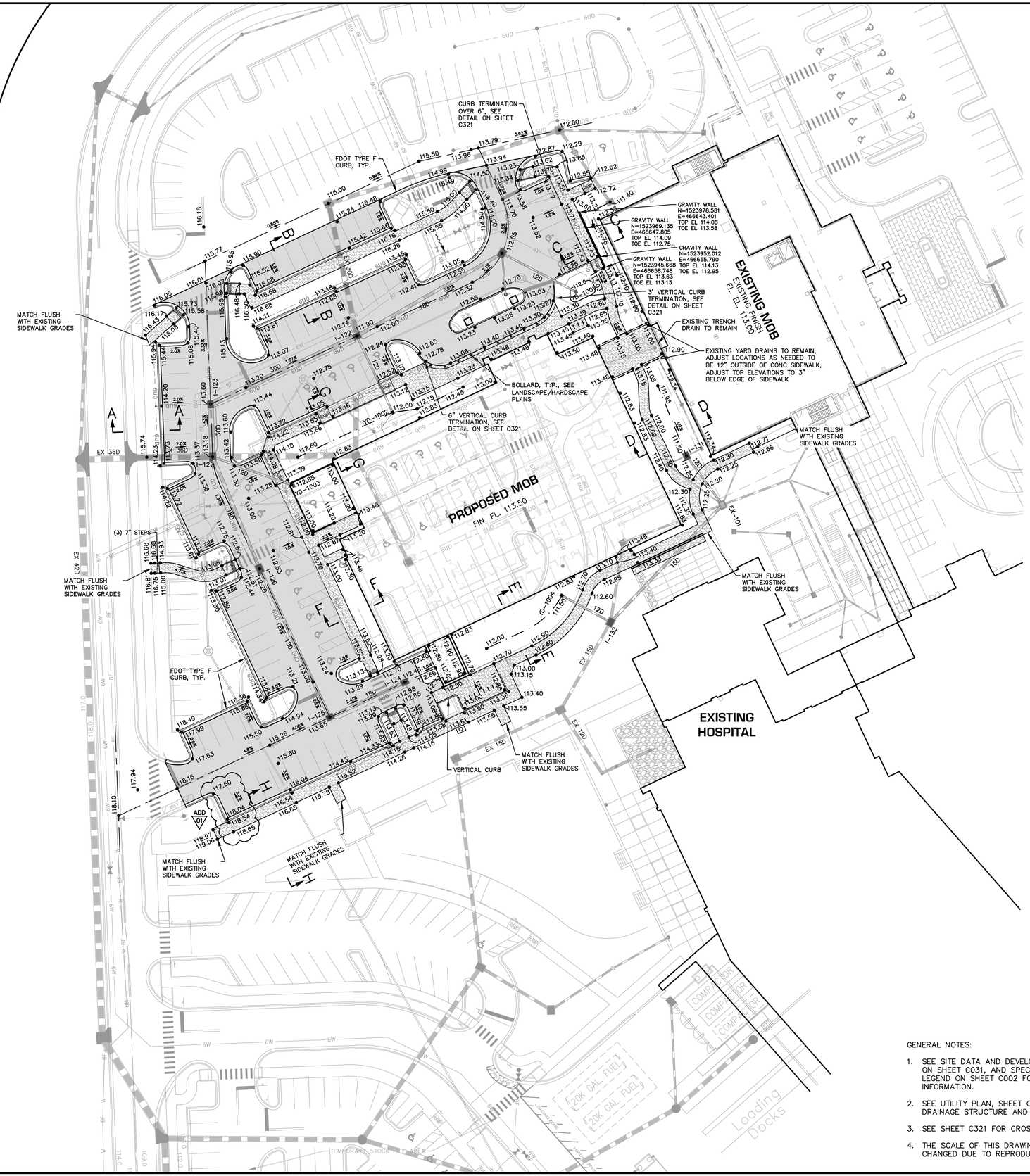
Sheet Number

C251

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GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031, AND SPECIFICATIONS & LEGEND ON SHEET C002 FOR ADDITIONAL INFORMATION.
2. SEE UTILITY PLAN, SHEET C501, FOR DRAINAGE STRUCTURE AND PIPE DATA.
3. SEE SHEET C321 FOR CROSS SECTIONS.
4. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

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FINAL ENGINEERING PLAN

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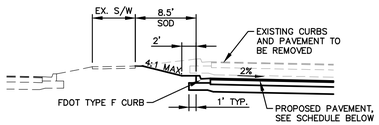
Drawing Title

PAVING, GRADING AND DRAINAGE PLAN

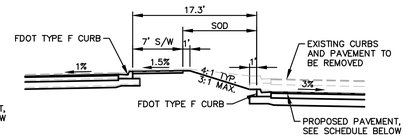
Sheet Number

C301

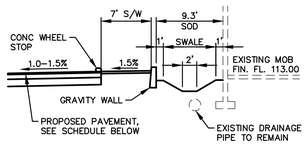
10 OF 21



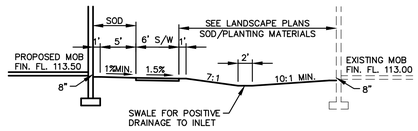
SECTION A–A
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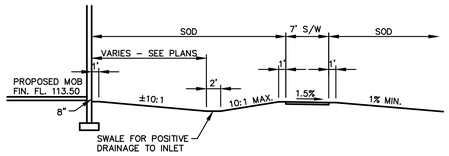
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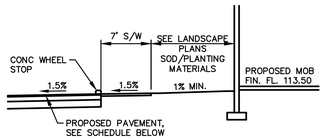
SECTION C–C
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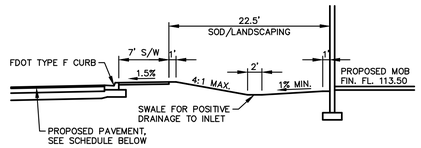
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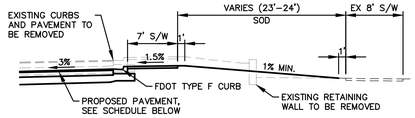
SECTION E–E
SCALE: 1"=10'



SECTION F–F
SCALE: 1"=10'



SECTION G–G
SCALE: 1"=10'

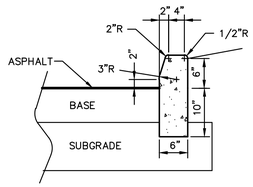


SECTION H–H
SCALE: 1"=10'

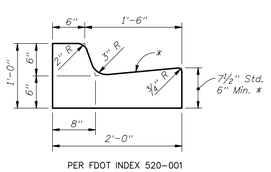
CONCRETE PAVEMENT STRUCTURE			
	MATERIALS	THICKNESS	SPECIFICATIONS
	CONCRETE	6"	4,000 PSI PORTLAND CEMENT
	SUB–GRADE	18"	WELL DRAINING SOIL, COMPACTED TO 98% AASHTO T–180 MODIFIED PROCTOR MAX. DRY DENSITY
NOTE: CONTRACTOR TO PREPARE AN EXPANSION AND CONTROL JOINT LAYOUT PLAN AND SUBMIT IT TO THE CITY OF WINTER GARDEN FOR APPROVAL PRIOR TO POURING THE CONCRETE. COPY OF THE PLAN TO BE FORWARDED TO THE ENGINEER.			

STANDARD PAVEMENT STRUCTURE			
	MATERIALS	THICKNESS	SPECIFICATIONS
	ASPHALT	1 – 1/2"	TYPE SP–9.5 STRUCTURAL COURSE
	BASE	6"	CRUSHED CONCRETE BASE, LBR 150, COMPACTED TO 98% AASHTO T–180 MODIFIED PROCTOR MAX DRY DENSITY
	SUB–GRADE	12"	STABILIZED SUB–GRADE, LBR 40, COMPACTED TO 98% AASHTO T–180 MODIFIED PROCTOR MAX. DRY DENSITY

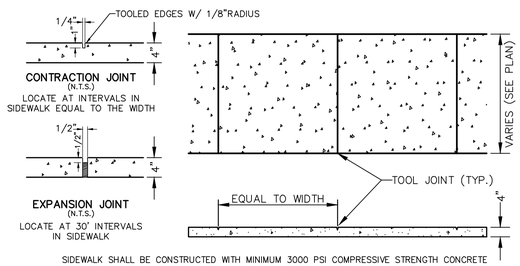
HEAVY DUTY PAVEMENT STRUCTURE			
	MATERIALS	THICKNESS	SPECIFICATIONS
	ASPHALT (2nd LIFT)	1 – 1/4"	TYPE SP–9.5 STRUCTURAL COURSE
	ASPHALT (1st LIFT)	1 – 1/4"	TYPE SP–9.5 STRUCTURAL COURSE
	BASE	8"	CRUSHED CONCRETE BASE, LBR 150, COMPACTED TO 98% AASHTO T–180 MODIFIED PROCTOR MAX. DRY DENSITY (6" MAX. LIFTS)
	SUB–GRADE	12"	STABILIZED SUB–GRADE, TYPE B, LBR 40, COMPACTED TO 98% AASHTO T–180 MODIFIED PROCTOR MAX. DRY DENSITY



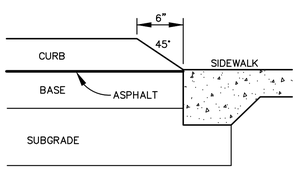
VERTICAL CURB
NTS



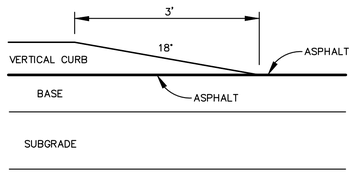
TYPE F CURB
NTS



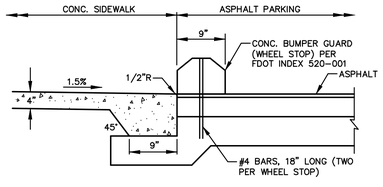
TYPICAL SIDEWALK DETAIL
NTS



6" CURB TERMINATION
NTS



3' CURB TERMINATION
NTS



INTEGRAL CURB/SIDEWALK
NTS

GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031, AND SPECIFICATIONS & LEGEND ON SHEET C002 FOR ADDITIONAL INFORMATION.
2. SEE SHEET C301 FOR SECTION LOCATIONS.
3. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

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FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

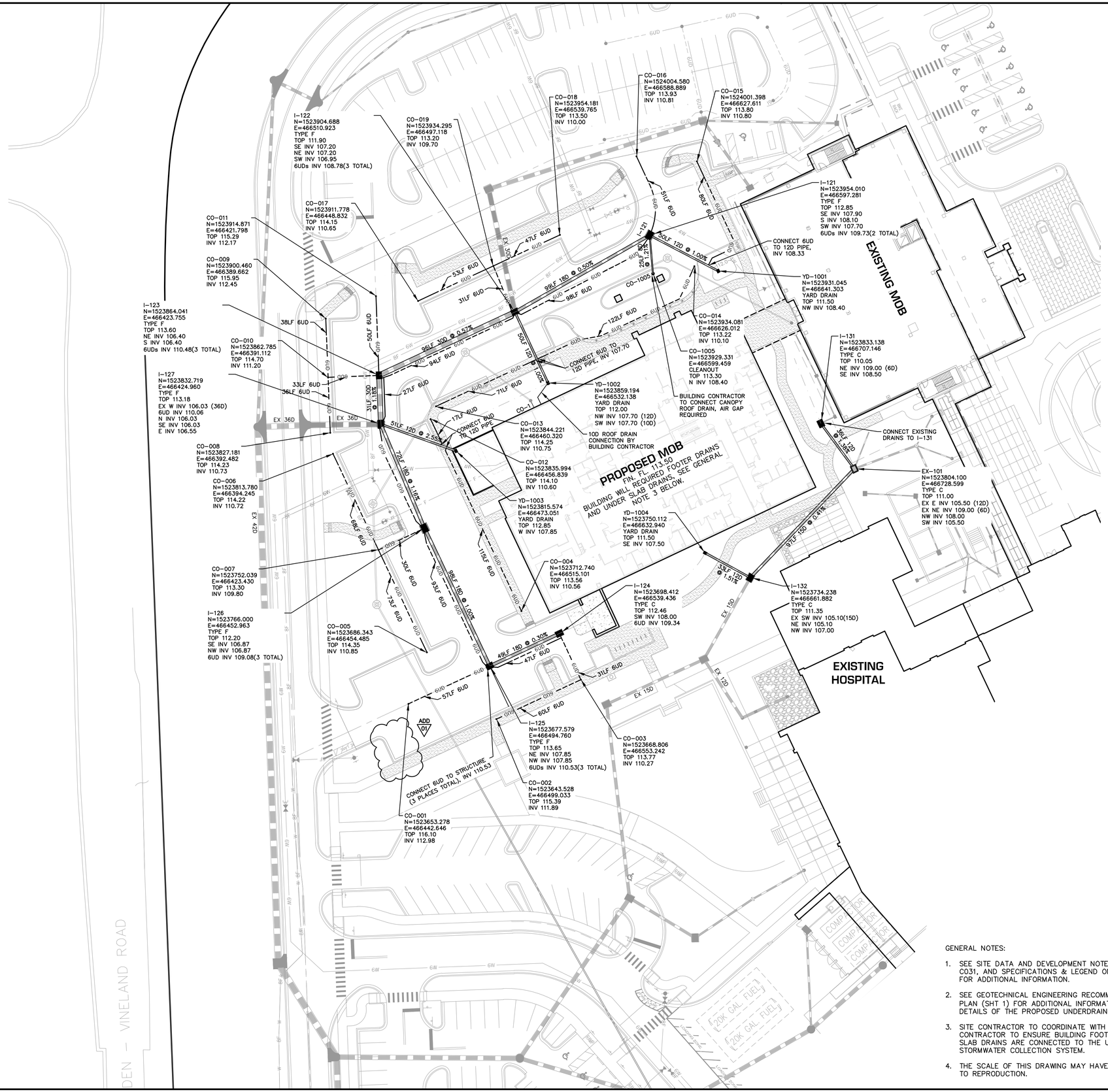
Description	Date

Issue Description	SITE AND LANDSCAPE
Issue Date	12/17/24
Project No	24564
Drawn/ Designed	MAB / MAB Checked By JTT

Drawing Title

CROSS SECTIONS AND PAVEMENT DETAILS

Sheet Number
C321
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GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031, AND SPECIFICATIONS & LEGEND ON SHEET C002 FOR ADDITIONAL INFORMATION.
2. SEE GEOTECHNICAL ENGINEERING RECOMMENDATIONS PLAN (SHT 1) FOR ADDITIONAL INFORMATION AND DETAILS OF THE PROPOSED UNDERDRAIN SYSTEM.
3. SITE CONTRACTOR TO COORDINATE WITH BUILDING CONTRACTOR TO ENSURE BUILDING FOOTER AND UNDER SLAB DRAINS ARE CONNECTED TO THE UNDERGROUND STORMWATER COLLECTION SYSTEM.
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FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
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Drawing Title

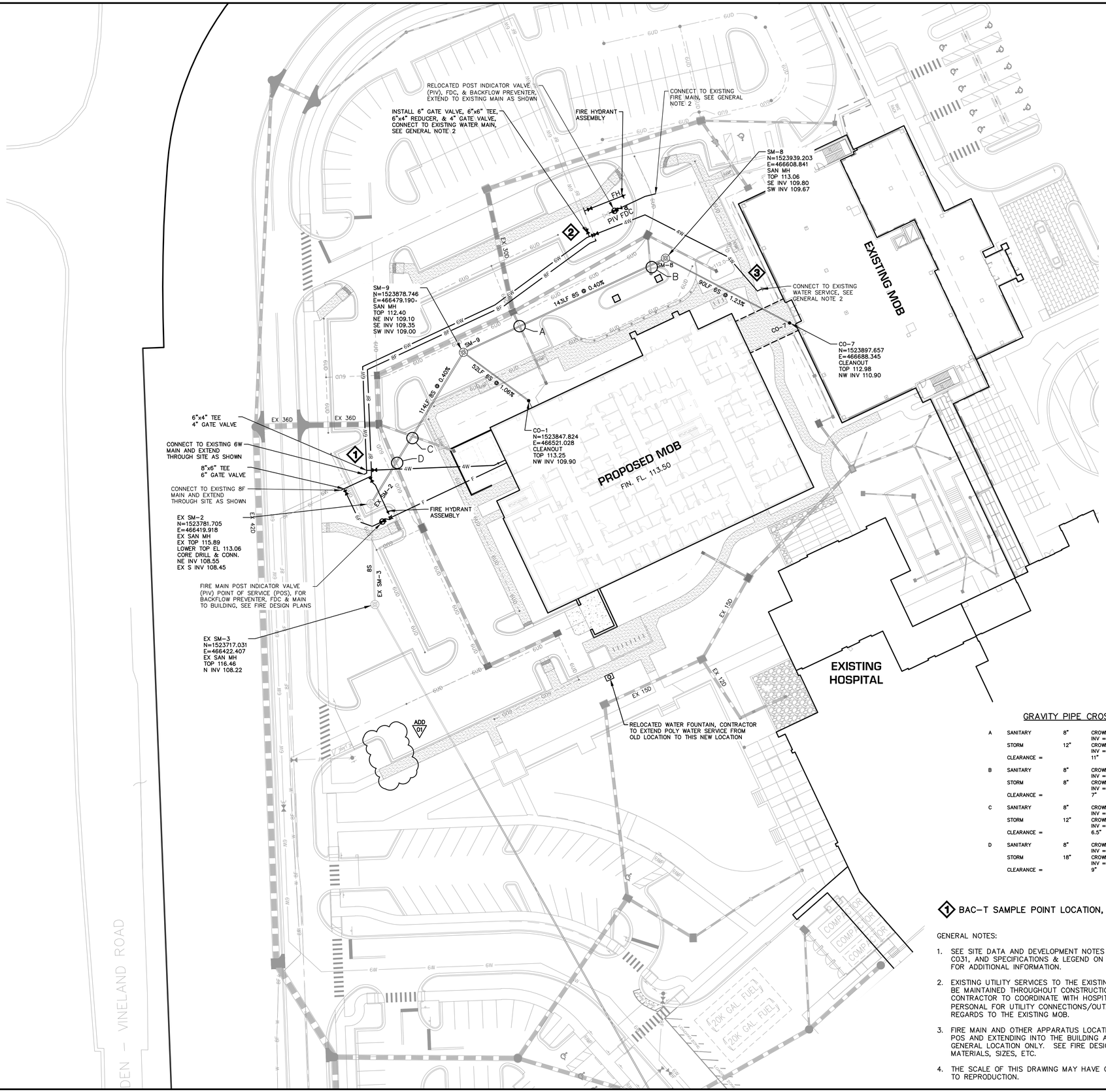
STORMWATER & UNDERDRAIN PLANS

Sheet Number

C501

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GRAVITY PIPE CROSSINGS

A	SANITARY	8"	CROWN OF PIPE = 109.93 INV = 109.28
	STORM	12"	CROWN OF PIPE = 108.30 INV = 107.30
	CLEARANCE =		11"
B	SANITARY	8"	CROWN OF PIPE = 110.29 INV = 109.63
	STORM	8"	CROWN OF PIPE = 109.00 INV = 108.34
	CLEARANCE =		7"
C	SANITARY	8"	CROWN OF PIPE = 109.42 INV = 108.75
	STORM	12"	CROWN OF PIPE = 108.14 INV = 107.14
	CLEARANCE =		6.5"
D	SANITARY	8"	CROWN OF PIPE = 109.34 INV = 108.67
	STORM	18"	CROWN OF PIPE = 107.85 INV = 106.35
	CLEARANCE =		9"

1 BAC-T SAMPLE POINT LOCATION, TYP.

GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031, AND SPECIFICATIONS & LEGEND ON SHEET C002 FOR ADDITIONAL INFORMATION.
2. EXISTING UTILITY SERVICES TO THE EXISTING MOB MUST BE MAINTAINED THROUGHOUT CONSTRUCTION. CONTRACTOR TO COORDINATE WITH HOSPITAL FACILITIES PERSONAL FOR UTILITY CONNECTIONS/OUTAGES WITH REGARDS TO THE EXISTING MOB.
3. FIRE MAIN AND OTHER APPARATUS LOCATED AFTER THE POS AND EXTENDING INTO THE BUILDING ARE SHOWN FOR GENERAL LOCATION ONLY. SEE FIRE DESIGN PLANS FOR MATERIALS, SIZES, ETC.
4. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

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FINAL ENGINEERING PLAN
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MEDICAL OFFICE BUILDING 2
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ADDENDUM 01	2/4/25

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Project No	24564
Drawn/ Designed	MAB / MAB
Checked By	JTT

Drawing Title

UTILITY PLAN (WATER & SEWER)

Sheet Number

C502

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CITY OF WINTER GARDEN - GENERAL NOTES:

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

CITY OF WINTER GARDEN - WATER SYSTEM NOTES:

1. THE CONTRACTOR SHALL PROVIDE AND INSTALL A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT TO THE CITY WATER SYSTEM.
2. THE CONTRACTOR SHALL HYDROSTATICALLY TEST ALL WATER MAINS AND SERVICE LATERALS AT 150 PSI FOR A TWO HOUR PERIOD. TESTING MUST BE OBSERVED BY A CITY INSPECTOR.
3. THE CONTRACTOR SHALL INSTALL WARNING TAPE OVER ALL NEW WATER MAINS. WARNING TAPE SHALL BE AS FOLLOWS: NON-DETECTABLE, SIZE 3" WITH "WATER LINE BELOW", MUST BE PLACED 8" TO 12" BELOW FINISHED GRADE ON ALL PVC WATER MAINS, LATERALS AND HEADER TEES, NUMBER 10 GAUGE TRACER WIRE SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH DUCT TAPE, AT LEAST FIVE TIMES PER JOINT. THE TRACER WIRE SHALL ALSO BE ATTACHED TO ALL PVC LATERALS AND ATTACHED TO THE OUTSIDE OF EACH VALVE BOX SO THAT A PIPE LOCATOR CAN BE CONNECTED TO IT.
4. THE CONTRACTOR SHALL INSTALL WATER MAINS PER MoSS/CoWG SPECIFICATIONS. SOLVENT CEMENTED JOINTS AND THRUST BLOCKS ON PIPING SYSTEMS SHALL NOT BE ALLOWED.
5. THE CONTRACTOR SHALL INSTALL ALL WATER MAINS TO A MINIMUM DEPTH OF 36 INCHES AND A MAXIMUM DEPTH OF 42 INCHES BELOW FINAL GRADE.
6. THE CONTRACTOR SHALL INSTALL ALL SERVICE LATERALS A UNIFORM DISTANCE APART, LOCATED ON PROPERTY LOT LINE AT 90° FROM THE WATER MAIN. SERVICE LATERALS SHALL BE SEPARATELY CONNECTED TO THE WATER MAIN, NOT SPLICED TOGETHER.
7. THE CONTRACTOR SHALL CUT A "W" INTO CONCRETE CURB, LOCATED INSIDE OF A PAINTED BLUE SQUARE, LOCATED DIRECTLY IN FRONT OF EACH SERVICE LATERAL.
8. THE CONTRACTOR SHALL INSTALL CURB STOP, IN METER BOX, CURB STOP SHALL BE SET 8" BELOW FINISHED GRADE.
9. THE CONTRACTOR SHALL PROVIDE AND INSTALL IN-LINE VALVES ON WATER MAINS AT 1,000 FOOT MAXIMUM SPACING BETWEEN VALVES. VALVES SHALL BE LOCATED ON ALL TEE'S AND CROSSES. WATER MAINS SHALL BE PLACED UNDER SIDEWALKS WHERE POSSIBLE.
10. ALL WATERMAINS SHALL BE CLEANED BY PIGGING THE LINE WITH A FOAM PIG (MINIMUM OF 2 IN SERIES, 1 FLUSH). A FULL BORE FLUSH MAY BE REQUIRED AFTER PIGGING TO ENSURE THE PIPE IS CLEAN AND READY FOR SERVICE. THE CONTRACTOR SHALL COORDINATE LINE PIGGING AND FULL BORE FLUSH WITH THE CITY INSPECTOR.
11. THE CONTRACTOR SHALL DEMONSTRATE THAT LOCATION WIRE INSTALLED OVER ALL WATER MAINS IS IN WORKING CONDITION AT TIME OF ACCEPTANCE BY THE CITY.
12. ALL NEW SUBDIVISION CONSTRUCTION SHALL INSTALL DOUBLE POTABLE WATER SERVICES AT THE PROPERTY LINES.

CITY OF WINTER GARDEN - WASTEWATER SYSTEM NOTES:

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

CITY OF WINTER GARDEN - RECLAIMED WATER SYSTEM NOTES:

1. ALL PRIVATE RECLAIMED WATER SYSTEMS SHALL HAVE A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT WHEN CONNECTED TO THE CITY POTABLE WATER SYSTEM.
2. ALL MAINS AND SERVICE LATERALS SHALL BE HYDROSTATICALLY TESTED AT 150 PSI FOR A TWO HOUR PERIOD.
3. WARNING TAPE, NON-DETECTABLE, SIZE 3" WITH "REUSE WATER LINE BELOW", MUST BE PLACED 8" TO 12" BELOW FINISHED GRADE ON ALL PVC WATER MAINS, LATERALS AND HEADER TEES, NUMBER 10 GAUGE TRACER WIRE SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH DUCT TAPE, AT LEAST FIVE TIMES PER JOINT. THE TRACER WIRE SHALL ALSO BE ATTACHED TO ALL PVC LATERALS AND ATTACHED TO THE OUTSIDE OF EACH VALVE BOX SO THAT A PIPE LOCATOR CAN BE CONNECTED TO IT. THE CONTRACTOR SHALL DEMONSTRATE THE LOCATE WIRE TO BE IN WORKING CONDITION AT PROJECT COMPLETION.
4. THE CONTRACTOR SHALL INSTALL RECLAIMED WATER MAINS PER MoSS/CoWG. SOLVENT CEMENTED JOINTS AND THRUST BLOCKS SHALL NOT BE ALLOWED.
5. REUSE WATER MAIN SHALL BE BURIED TO A MINIMUM DEPTH OF 36" AND A MAXIMUM DEPTH 42" BELOW FINAL GRADE.
6. SERVICE LATERALS MUST BE LOCATED A UNIFORM DISTANCE APART AND ALIGNED TO PROPERTY LOT LINE AT 90° FROM THE RECLAIMED WATERMAIN.
7. CUSTOMER SERVICE LATERALS SHALL NOT BE SPLICED TOGETHER BETWEEN THE WATER MAIN AND CURB STOP.
8. THE CONTRACTOR SHALL CUT CURB A "R" INTO CONCRETE CURB LOCATED INSIDE OF A PAINTED SQUARE (PURPLE), DIRECTLY IN FRONT OF EACH SERVICE LATERAL AND VALVE.
9. THE CONTRACTOR SHALL SET DEPTH OF CURB STOP, IN METER BOX, 8" BELOW FINISHED GRADE.
10. THE CONTRACTOR SHALL INSTALL VALVE(S) IN MAIN, NO MORE THAN 1,000 FEET APART IN BETWEEN TEES AND CROSSES. VALVES SHALL BE PROVIDED AT EACH TEE OR CROSS LOCATED IN MAIN LINE.
11. RECLAIMED WATER MAINS MAY BE LOCATED UNDER SIDEWALKS. RECLAIMED MAINS LOCATED UNDER PAVEMENT SHOULD BE MINIMIZED.
12. ALL WATERMAINS SHALL BE CLEANED BY PIGGING THE LINE WITH A FOAM PIG (MINIMUM OF 2 IN SERIES, 1 FLUSH). A FULL BORE FLUSH MAY BE REQUIRED AFTER PIGGING TO ENSURE THE PIPE IS CLEAN AND READY FOR SERVICE. THE CONTRACTOR SHALL COORDINATE LINE PIGGING AND FULL BORE FLUSH WITH THE CITY INSPECTOR.
13. RECLAIMED WATERMAIN MAINS SHALL BE 8 INCH DIAMETER MINIMUM, 4 INCH IS ALLOWED ON DEAD END RUNS SERVING LESS THAN 20 HOMES. THE DESIGN ENGINEER SHALL SUBMIT HYDRAULIC CALCULATIONS THAT DEMONSTRATE THE PROPOSED SYSTEM WILL PROVIDE REQUIRED FLOWS AND MAINTAIN SYSTEM ABOVE MINIMUM PRESSURE. PEAK IRRIGATION RATE SHALL BE SIX(6) TIMES GREATER THAN THE AVERAGE IRRIGATION RATE OF FLOW.
14. RECLAIMED WATER SYSTEM COMPONENTS INCLUDING PIPE, VALVE BOX TOPS AND METER BOX TOPS SHALL BE RECLAIMED PURPLE IN COLOR.

CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF SEWER LINES

GENERAL:

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

REQUIREMENTS PRIOR TO INSPECTION RELEASE:

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

TELEVISION EQUIPMENT MINIMUM REQUIREMENTS:

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

PROCEDURE FOR TELEVISING:

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

HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS

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

GENERAL NOTES:

1. THE TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN F.D.E.P. RULES OF THE FLORIDA ADMINISTRATION CODE (F.A.C.). THESE SEPARATION REQUIREMENTS SHALL APPLY BETWEEN NEWLY PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES.
2. *FOR THE PURPOSE OF THIS TABLE, RECLAIMED WATER SHALL MEAN UNRESTRICTED PUBLIC ACCESS REUSE WATER AS DEFINED BY F.A.C. 162-610, CHAPTER III. OTHER TYPES OF RECLAIMED WATER ARE CONSIDERED RAW SEWAGE AND SEPARATIONS LISTED FOR SANITARY SEWER SHALL APPLY.
3. ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE UNLESS OTHERWISE SPECIFIED. CRITERION PRODUCING GREATER CLEARANCE SHALL BE USED.
   A. DENOTES POTABLE WATER ABOVE RECLAIMED WATER, SANITARY SEWER OR STORM WATER; OR RECLAIMED WATER ABOVE SANITARY SEWER.
   B. DENOTES POTABLE WATER BELOW RECLAIMED WATER, SANITARY SEWER OR STORM WATER; OR RECLAIMED WATER BELOW SANITARY SEWER.
4. UTILITY SEPARATION – VERTICAL CLEARANCE MITIGATION
   A. WHERE WATER AND GRAVITY SANITARY SEWER MAINS CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE OR THE SEWER MAIN IS ABOVE THE WATER MAIN, THE SANITARY SEWER WILL BE 20 FEET OF EITHER:
      A.1. DUCTILE IRON PIPE, CENTERED ON THE POINT OF CROSSING, OR;
      A.2. CONCRETE ENCASED VITRIFIED CLAY, OR;
      A.3. PVC PIPE UPGRADED TO WATER MAIN STANDARDS AND PRESSURE TESTED.
   B. WHERE WATER MAINS AND STORM SEWER PIPES CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE, THE WATER MAIN SHALL BE 20 FEET OF DUCTILE IRON PIPE CENTERED ON THE POINT OF CROSSING.
   C. SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.
5. UTILITY SEPARATION – HORIZONTAL SEPARATION MITIGATION
   A. WHEN A WATER MAIN PARALLELS A GRAVITY SANITARY SEWER MAIN, A SEPARATION (MEASURED EDGE TO EDGE) OF AT LEAST SIX FEET SHOULD BE MAINTAINED. WHERE THIS SEPARATION IS NOT MET, ONE OF THE FOLLOWING MUST OCCUR.
      A.1. THE WATER MAIN IS LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER, OR;
      A.2. IF BOTH SANITARY SEWER AND POTABLE WATER MAINS ARE PROPOSED AND THE ABOVE (1.) IS NOT MET, THE SANITARY SEWER PIPES SHALL BE UPGRADED TO THE EQUIVALENT PIPE MATERIAL AS THE WATER MAIN AND PRESSURE TESTED.
      A.3. IF THE SANITARY SEWER IS EXISTING AND THE POTABLE WATER MAIN IS PROPOSED, THE WATER MAIN SHALL, AT A MINIMUM, BE UPGRADED TO DUCTILE IRON PIPE, CONSTRUCTED IN SEPARATE TRENCHES, LAID AT A HIGHER ELEVATION THAN THE SANITARY SEWER, AND UTILIZE STAGGERED JOINTS.
   B. SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.
6. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY OR STORM WATER MANHOLE OR STRUCTURE.

CITY OF WINTER GARDEN - TRUST RESTRAINT TABLE

RESTRAINED FORCE MAIN PIPE TABLE

MINIMUM LENGTH(FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)

	PIPE SIZE								
	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	19	25	30	34	44	52	60	70	80
45° BEND	8	10	12	14	18	21	25	30	34
22-1/2° BEND	4	5	6	7	9	10	12	14	16
11-1/4° BEND	2	3	4	5	6	7	8	9	10
PLUG, DEAD END OR BRANCH OF TEE	40	52	63	72	93	111	130	155	178
VALVE	20	25	32	36	47	56	78	116	89

RESTRAINED WATER AND RECLAIMED PIPE TABLE

MINIMUM LENGTH(FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)

	PIPE SIZE								
	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	29	37	44	51	65	77	89	105	120
45° BEND	12	15	18	21	27	32	37	44	50
22-1/2° BEND	6	7	9	10	13	15	18	21	24
11-1/4° BEND	3	4	5	6	7	8	9	10	12
PLUG, DEAD END OR BRANCH OF TEE	59	77	93	108	138	166	194	231	265
VALVE	59	77	93	108	138	166	194	231	265

THRUST RESTRAINT NOTES:

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

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

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

No.	ITEM	DATE
1	Revised General Notes	4/4/14
2	Revised Water & Reuse Notes	4/4/14

CITY OF WINTER GARDEN, FLORIDA
STANDARDS AND SPECIFICATIONS
FOR UTILITY CONSTRUCTION

WINTER GARDEN

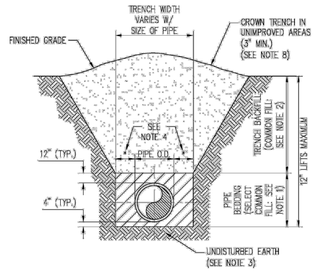
STANDARD DETAILS
FOR
UTILITY SYSTEMS

DATE
JANUARY 2024
SHEET
1
1 OF 11

GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031 AND SPECIFICATIONS & LEGEND SHEET C002 FOR ADDITIONAL INFORMATION.
2. THIS SHEET CONTAINS STANDARD DRAWINGS AND NOTES OF THE UTILITY PROVIDER. IT MAY CONTAIN INFORMATION THAT DIFFERS FROM THAT CONTAINED IN THE PROJECT NOTES, SPECIFICATIONS, AND DETAILS SHOWN ELSEWHERE IN THE PLANS. TYPICALLY, THE MORE STRINGENT REQUIREMENTS SHALL APPLY, SUBJECT TO DETERMINATION BY THE ENGINEER.
3. ITEMS SHOWN THAT MAY BE OUTSIDE OF THE DISCIPLINE OF THE CIVIL/SITE

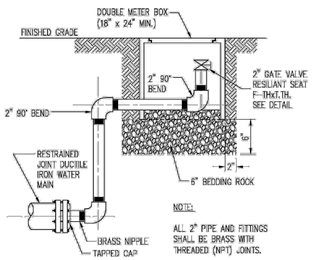
F:\Proj\2024\24564 AHWG MOB\EDWG\Final\24564-MOB-WatDt.dwg
DONALD W. McINTOSH ASSOCIATES, INC. RESERVES THE EXCLUSIVE COPYRIGHT AND PROPERTY RIGHTS TO THIS DRAWING WHICH MAY NOT BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER, NOR CAN IT BE ASSIGNED TO ANY PARTY WITHOUT DONALD W. McINTOSH ASSOCIATES, INC.'S WRITTEN CONSENT.



NOTES:

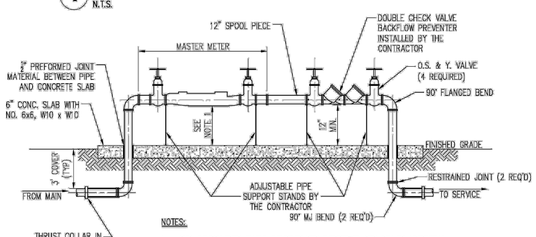
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
3. PIPE BEDDING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

1 STANDARD BEDDING DETAIL
N.T.S.



NOTE:
ALL 2" PIPE AND FITTINGS SHALL BE BRASS WITH THREADED (NPT) JOINTS.

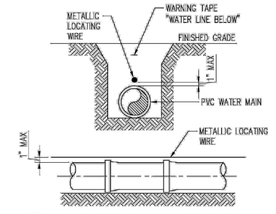
4 BLOWOFF VALVE DETAIL
N.T.S.



NOTES:

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

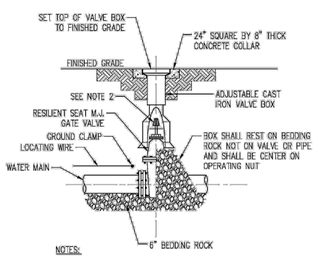
9 MASTER METER ASSEMBLY
N.T.S.



NOTES:

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

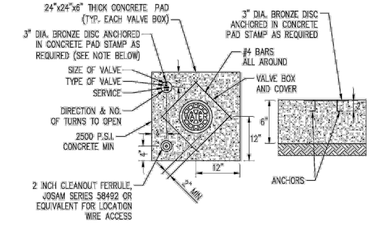
2 PVC PIPE LOCATING WIRE DETAIL
N.T.S.



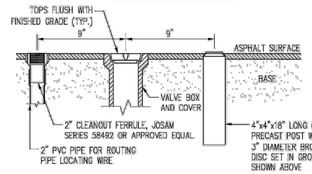
NOTES:

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

3 GATE VALVE & BOX DETAIL
N.T.S.



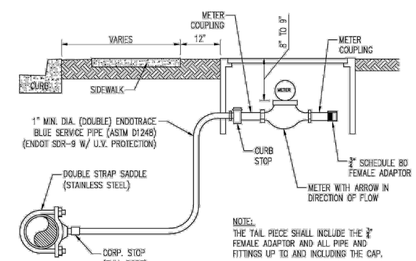
UNIMPROVED CONDITION



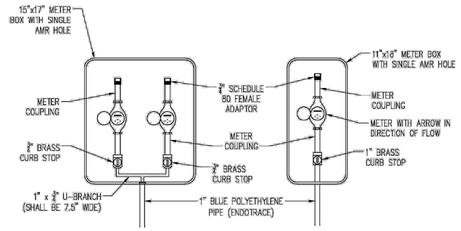
IMPROVED CONDITION

NOTE:
BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES.

7 VALVE BOX COLLAR
N.T.S.



SERVICE SECTION
N.T.S.



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

NOTES:

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

8 WATER SERVICE DETAIL
N.T.S.

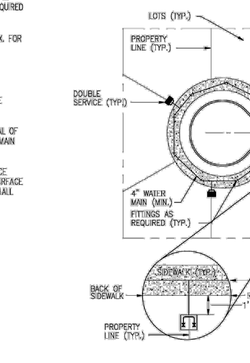
NOTES:

1. ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED SCHEDULE 80 PVC. NO GALVANIZED PIPE WILL BE APPROVED.
2. ALL PIPE LARGER THAN 2" SHALL BE FLANGED DUCTILE IRON PIPE.
3. NO GALVANIZED PIPE ALLOWED.

12 BACKFLOW PREVENTER ASSEMBLY
N.T.S.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

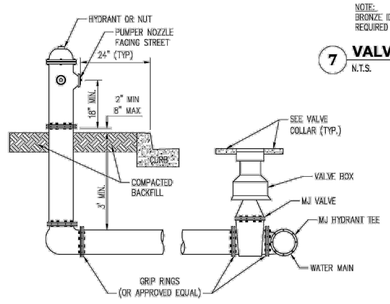
THE DETAILS, NOTES AND SPECIFICATIONS SHOWN ON THIS SHEET REPRESENT THE NOTED STANDARDS OF THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF PUBLIC WORKS AND UTILITY INFRASTRUCTURE. BY INCLUDING THE STANDARDS, THE DESIGN ENGINEER HAS ACKNOWLEDGED THAT THEY ARE EFFECTIVE TO THE PROJECT AND THAT DETAILS, NOTES,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



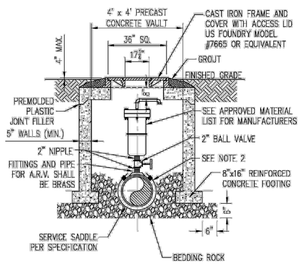
NOTES:

1. ANCHORING TYPE 90° BEND SHALL ONLY BE USED WHERE RIGHT-OF-WAY CONSTRICTIONS WILL NOT ALLOW INSTALLATION OF A STRAIGHT ASSEMBLY.
2. METER BOX TO BE INSTALLED BY THE CONTRACTOR.

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



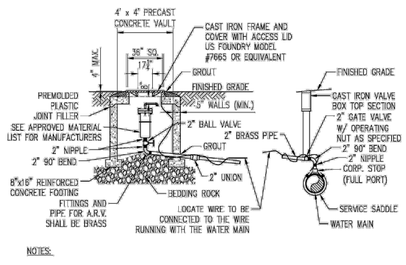
6 FIRE HYDRANT ASSEMBLY
N.T.S.



NOTES:

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

10 AIR RELEASE VALVE & VAULT
N.T.S.



NOTES:

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

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

GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031 AND SPECIFICATIONS & LEGEND SHEET C002 FOR ADDITIONAL INFORMATION.
2. THIS SHEET CONTAINS STANDARD DRAWINGS AND NOTES OF THE UTILITY PROVIDER. IT MAY CONTAIN INFORMATION THAT DIFFERS FROM THAT CONTAINED IN THE PROJECT NOTES, SPECIFICATIONS, AND DETAILS SHOWN ELSEWHERE IN THE PLANS. TYPICALLY, THE MORE STRINGENT REQUIREMENTS SHALL APPLY, SUBJECT TO DETERMINATION BY THE ENGINEER.
3. ITEMS SHOWN THAT MAY BE OUTSIDE OF THE DISCIPLINE OF THE CIVIL/SITE ENGINEER ARE NOT INCLUDED IN THE ENGINEER'S CERTIFICATION.
4. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

No.	ITEM	DATE
1	Water Service	4/4/14
2	ARV Detail	4/4/14
3	Service Detail Update	1/24

REVISIONS

CITY OF WINTER GARDEN, FLORIDA
STANDARDS AND SPECIFICATIONS
FOR UTILITY CONSTRUCTION

WINTER GARDEN

STANDARD DETAILS
FOR
POTABLE WATER SYSTEMS

DATE
JANUARY 2024
SHEET
2
2 OF 11

McINTOSH ASSOCIATES
an LJA company
1950 SUMMIT PARK DRIVE, SUITE 600
ORLANDO, FL 32810 407.644.4068

Seals

DATE: _____

FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

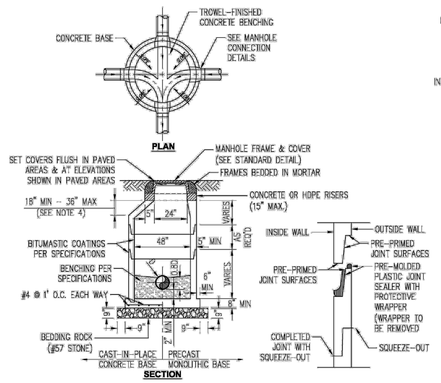
Description	Date

Issue Description	SITE AND LANDSCAPE
Issue Date	12/17/24
Project No	24564
Drawn/ Designed	MAB / MAB
Checked By	JTT

Drawing Title

CITY UTILITY DETAILS

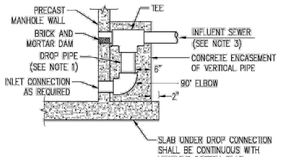
Sheet Number
C512
15 OF 21



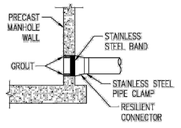
NOTES:

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

1 PRECAST CONCRETE SANITARY MANHOLE
N.T.S.



STANDARD DROP CONNECTION

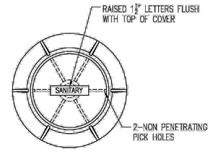


PRECAST MANHOLE CONNECTION

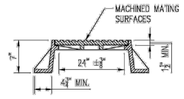
NOTES:

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

2 MANHOLE CONNECTION DETAIL
N.T.S.



PLAN

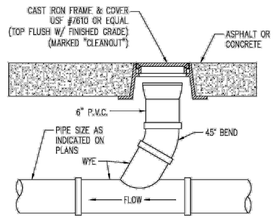


ELEVATION

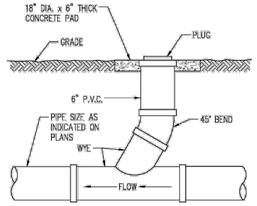
NOTES:

1. MANHOLE FRAME & COVER SHALL BE 24" OPENINGS, USE #AS-225 AS MANUFACTURED BY U.S. FOUNDRY & MFG. CORP, OR COMPOSITE ACCESS PRODUCTS H-25 PRODUCT.
2. RAIN STOPPER LIDS OR RAIN GUARD LIDS (LFWHS) REQUIRED.

3 MANHOLE FRAME AND COVER
N.T.S.

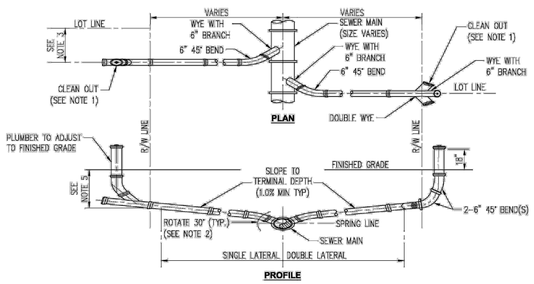


IMPROVED CONDITION
N.T.S.



UNIMPROVED CONDITION
N.T.S.

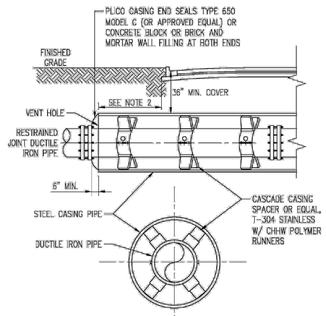
6 SANITARY SEWER CLEAN OUT DETAIL
N.T.S.



NOTES:

1. CLEANOUT SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH STANDARD PLUMBING CODE.
2. INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
3. WYES AND 45° BENDS SHALL BE PVC (SDR 26).
4. LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE, 25' MAXIMUM.
5. 4' TYP TERMINAL DEPTH (3' MIN) REQUIRED FOR SERVICE AT RIGHT-OF-WAY.

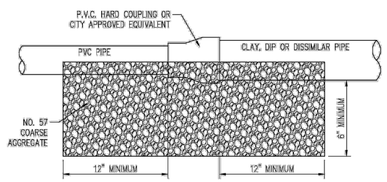
7 SANITARY SEWER SERVICE LATERAL DETAIL
N.T.S.



NOTES:

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

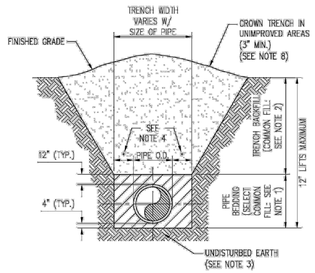
8 SEWER MAIN STEEL CASING DETAIL
N.T.S.



NOTE:

1. FIELD VERIFY MATERIALS OF EXISTING PIPES TO SELECT PROPER CONNECTOR.
2. HARSCO COUPLING OR APPROVED EQUIVALENT FOR ALL PIPE MATERIALS, UNLESS APPROVED IN WRITING BY THE CITY.

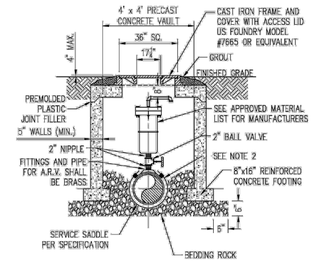
9 SEWER MAIN CONNECTION DETAIL
N.T.S.



NOTES:

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

4 STANDARD BEDDING DETAIL
N.T.S.



NOTES:

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

5 AIR RELEASE VALVE & VAULT
N.T.S.

NOTES:

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

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

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

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

GENERAL NOTES:

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3. ITEMS SHOWN THAT MAY BE OUTSIDE OF THE DISCIPLINE OF THE CIVIL/SITE ENGINEER ARE NOT INCLUDED IN THE ENGINEER'S CERTIFICATION.
4. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

No.	ITEM	DATE
1	Sanitary Manhole	4/7/14
2	Offset ARV Detail	4/7/14
3	MH Ring & Cover	1/24

REVISIONS

CITY OF WINTER GARDEN, FLORIDA
STANDARDS AND SPECIFICATIONS
FOR UTILITY CONSTRUCTION

WINTER GARDEN

STANDARD DETAILS
FOR
WASTEWATER SYSTEMS

DATE
JANUARY 2024
SHEET
3
3 OF 11

McINTOSH ASSOCIATES
an LJA company
1950 SUMMIT PARK DRIVE, SUITE 600
ORLANDO, FL 32810 407.644.4068

Seals

DATE: _____

FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE
Issue Date	12/17/24
Project No	24564
Drawn/ Designed	MAB / MAB Checked By JTT

Drawing Title

CITY UTILITY DETAILS

Sheet Number
C513
16 OF 21

F:\Proj\2024\24564 AHWG MOB\EDWG\Final\24564-MOB-Wat01.dwg
DONALD W. McINTOSH ASSOCIATES, INC. RESERVES THE EXCLUSIVE COPYRIGHT AND PROPERTY RIGHTS TO THIS DRAWING WHICH MAY NOT BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER, NOR CAN IT BE ASSIGNED TO ANY PARTY WITHOUT DONALD W. McINTOSH ASSOCIATES, INC.'S WRITTEN CONSENT.

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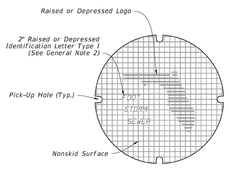
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GENERAL NOTES:

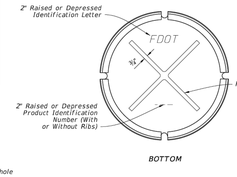
1. Use a 1-piece cover, unless the 2-piece cover is called for in the Plans, except at inlets and manholes with sump bottoms. Use the 2-piece cover when the sump depth exceeds 2', unless otherwise noted.
2. Include "Adjustable" on the cover for Type 1 manhole adjustable frames.
3. For square or rectangular precast drainage structures, use either deformed or smooth WWR meeting the requirements of Specification 931. WWR must be continuous around the box and lapped in accordance with Option 1 or 3 as shown in the Wall Reinforcing Splice Details.
4. Lap splice horizontal steel in the walls of rectangular structures in accordance with Option 1, 2 or 3 as shown in the Wall Reinforcing Splice Details.
5. Welding of splices and laps is permitted. Use AASHTO M259 requirements and restrictions on welds.
6. Rebar straight end embedment of peripheral reinforcement may be used in lieu of ACI standard hooks for top and bottom slabs, except when hooks are specifically called for in the Plans.
7. Precast opening for pipe must be the pipe OD plus 6" (± 2" tolerance). Use mortar to seal the pipe into the opening of such a mix that shrinkage will not cause leakage into or out of the structure. Dry-pack mortar may be used to seal openings less than 2½" wide.

TABLE OF CONTENTS:

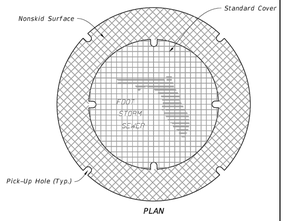
Sheet	Description
1	General Notes, Contents, Manhole Top Overview, and Manhole Covers
2	Manhole Frames and Manhole Tops
3	Inlet Locking Grates, Subgrade and Base Temporary Drains, and Pipe to Structure Geotextile Wrap
4	Drainage Structure Invert, Sump Bottom, Wall Reinforcing Splice Details, and Typical Slab to Wall Details
5	Precast Option and Equivalent Reinforcement substitution
6	Construction Joints and Minimum Box Riser Segment Dimensions
7	Skewed Pipe in Rectangular Structures
8	Miscellaneous Pipe Connection Details



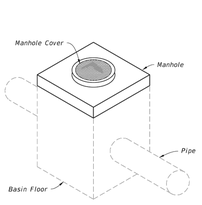
PLAN



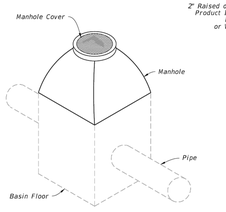
BOTTOM



PLAN

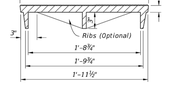


TYPE 7

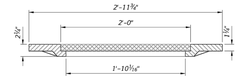


TYPE 8

MANHOLE TOPS



ELEVATION
1-PIECE COVER



ELEVATION
2-PIECE COVER

MANHOLE COVERS

LAST REVISION 11/01/23 | REVISION | DESCRIPTION:

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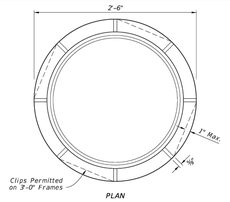
SUPPLEMENTARY DETAILS FOR DRAINAGE STRUCTURES | INDEX 425-001 | SHEET 1 of 8

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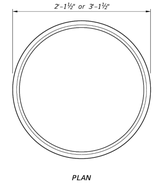
TABLE 1
WEIGHT OF CASTINGS (lb)

Frame Type	2'-0" OPENING			3'-0" OPENING		
	Frame	Cover (Std.)	Frame	2-Piece Cover		
				Inside	Outside	Total
I	155	190	220	190	220	410
II	145	190	255	190	220	410
III	90	190	180	190	220	410

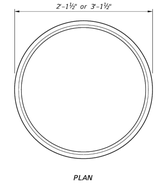
NOTE:
Frame Type I in Table 1, includes Adjustable frames.
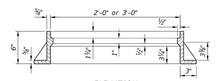


PLAN



PLAN



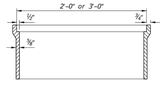
PLAN



ELEVATION
TYPE I
(For Manholes)



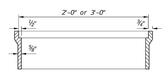
WALL SECTION



ELEVATION
TYPE II
(For Curb Inlets Types 1, 2, 3, & 4)

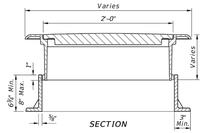


WALL SECTION

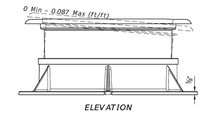


ELEVATION
TYPE III
(For Curb Inlets Types 7 & 8)

MANHOLE FRAMES

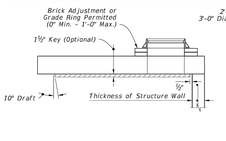


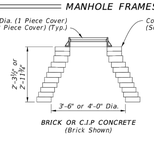
SECTION



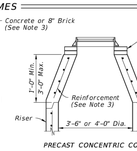
ELEVATION

TYPE I ADJUSTABLE FRAME

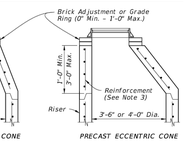




BRICK OR CIP CONCRETE
(Brick Shown)



PRECAST CONCENTRIC CONE



PRECAST ECCENTRIC CONE

TYPE 7 | TYPE 8

NOTES:
1. Use Class II concrete for Manhole top Type 7 slabs.
2. Manhole top Type 7 slabs may be of cast-in-place or precast construction. The optional key is for precast tops and in lieu of dowels. Omit frame and slab openings when top is used over a junction box.
3. Manhole top Type 8 may be of cast-in-place, precast concrete construction, or brick construction. For concrete construction, use the same concrete and steel reinforcement as the supporting wall unit. An eccentric cone may be used.
4. Use construction joint options, as shown on Sheet 6 to secure manhole tops to structures.
5. Frames may be adjusted to a maximum 12" height with brick or precast ASTM C478 grade rings.
6. Manhole top Type 8 may be substituted for a Type 7, if the minimum dimensions are not reduced.
7. Manhole top Type 7 may be substituted for Type 8, if the minimum thickness (h) above pipe opening cannot be maintained with Type 8.

MANHOLE TOPS

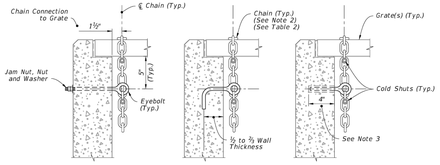
MANHOLE FRAMES AND MANHOLE TOPS

LAST REVISION 11/01/20 | REVISION | DESCRIPTION:

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SUPPLEMENTARY DETAILS FOR DRAINAGE STRUCTURES | INDEX 425-001 | SHEET 2 of 8

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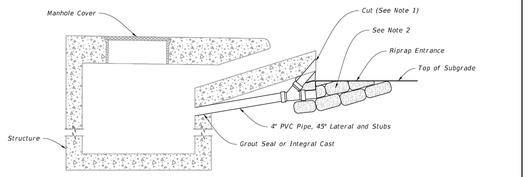
THRU-BOLT | J-TYPE | ADHESIVE BONDED ANCHOR

NOTES:
1. Install either a ½" Ø x 1" Diameter Threaded Straight (Thru-Bolt), a J-Type, or an adhesive Bonded Anchor Eyebolt.
2. Install a ⅜" Chain and ⅜" Cold Shuts. When chaining two grates together provide adequate loop for easy handling.
3. Install adhesive bonded anchor option with a minimum of 4" embedment, and in accordance with Specification 416.

TABLE 2
EYEBOLT AND CHAIN REQUIREMENTS

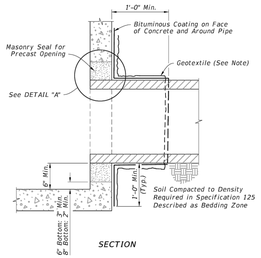
Index Number	Inlet Type	Eye-Bolts	Length of Chain	Handling & Remarks
425-030	1	1	4'-0"	Slide & Spin
	2	2 @ 4'-0"		Slide & Spin
425-031	N/A	1	7'-8"	Slide or Slide & Spin
425-032	N/A	1	4'-0"	Slide & Spin
425-040	S	1	4'-0"	Slide & Spin
425-041	V	1	4'-0"	Slide & Spin
425-050	A	1	3'-0"	Slide
425-051	B	1	5'-0"	Slide & Spin
	C	1	7'-6"	Slide & Spin
	D	1	7'-6"	Slide & Spin
425-052	E	2	2 @ 7'-6"	Slide & Spin
	H	2	2 @ 2'-6"	Flip Ctr. Grate and Slide & Spin Single Free Grate
			1 or 2 @ 1'-6"	Center Grate(s) Chained to One End Grate
	F	1	3'-6"	Flip or Slide & Spin
425-053	G	1	6'-0"	Slide
			2'-0"	Lifting Loop
425-054	J	1	4'-0"	Slide & Spin

LOCKING GRATES TO INLETS

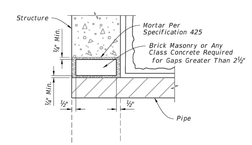


NOTES:
1. Bevel cut upper stub to match forming for apron face. Capping or plugging of upper stub is not required. Remove friable base material at stub opening to permit covering of opening with structural course material.
2. Remove riprap, cement PVC cap on lower stub, and place compacted fill in entrance prior to placing base material.

SUBGRADE AND BASE TEMPORARY DRAINS



SECTION



DETAIL "A"

NOTE:
Wrap with Type D-3 geotextile in accordance with Specification 514.

PIPE TO STRUCTURE GEOTEXTILE WRAP

LOCKING GRATES, SUBGRADE AND BASE TEMPORARY DRAINS, AND PIPE TO STRUCTURE GEOTEXTILE WRAP

LAST REVISION 11/01/23 | REVISION | DESCRIPTION:

FDOT FY 2024-25 STANDARD PLANS

SUPPLEMENTARY DETAILS FOR DRAINAGE STRUCTURES | INDEX 425-001 | SHEET 3 of 8

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GENERAL NOTES:

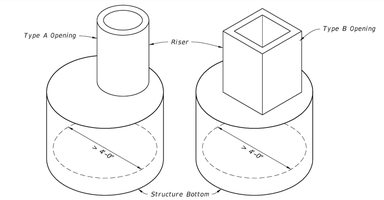
1. Work this Index with Specification 425 and Index 425-001.
2. Type P standard structure bottoms are 4'-0" diameter and smaller (Alt. A) and 3'-6" square (Alt. B). Larger standard structure bottoms are designated Type J. Risers are permitted for all structures.
3. Walls of circular structures (Alt. A) constructed in place may be of brick or reinforced concrete. Construct precast and rectangular structures (Alt. B) with reinforced concrete only.
4. Wall thickness and reinforcement are for either reinforced cast-in-place or precast concrete units except that precast circular units may be furnished with walls in accordance with ASTM C478 (See Table 1).
5. Top and bottom slab thickness and reinforcement are for precast and cast-in-place construction. Use Class II concrete, except when Class IV concrete is shown in the Plans.
6. Alt. A or Alt. B structure bottoms may be used in conjunction with curb inlet tops Types 1, 2, 3, 4, 5, 6, 9, and 10, and any manhole or junction box. Alt. B structure bottoms may be used in conjunction with curb inlet Types 7 & 8, or any ditch bottom inlet.
7. Rectangular structures may be rotated as directed by the Engineer in order to facilitate connections between the structure walls and pipes.
8. Use straight embedment reinforcement in top and bottom slabs ,except when ACI hooks are specifically required.
9. Construct corner fillets as shown for rectangular structures used with circular risers and inlet throats, and when used on skew with rectangular risers, inlets, and inlet throats. Construct fillets in the top slab of the Alt. A structure bottoms when used with the Type B risers. Reinforce each fillet with two #5 bars.
10. Units larger than specified standards may be substituted at the contractor's option when these units will not cause or increase the severity of utility conflicts. Furnish such larger units at no additional cost to the Department. Larger Alt. A units cannot replace Alt. B units without approval of the Engineer. This Note applies to this Index only.

REINFORCEMENT NOTES:

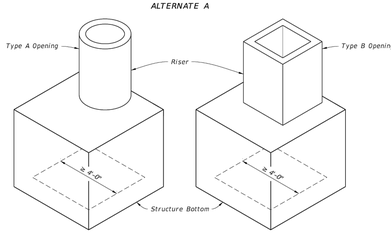
1. Locate wall reinforcement in rectangular structures as shown in the WALL REINFORCEMENT SPLICE DETAILS in Index 425-001.
2. Provide a minimum 2" clear cover for all reinforcement unless otherwise noted and except for 36" diameter ASTM C478 units.
3. Additional bars used to restrain hole formers for precast structures with grouted pipe connections may be left flush with the hole surface.
4. Cut or bend reinforcement at pipe openings to maintain cover.
5. Remove exposed ends of reinforcing at precast pipe openings and grouted joints to 1" below the concrete surface and seal with a Type F Epoxy meeting the requirements of Specification 926.
6. Equivalent area smooth or deformed welded wire reinforcement may be substituted in accordance with Index 425-001.

TABLE OF CONTENTS:

Sheet	Description
1	General Notes and Contents
2	Dimensional and Reinforcing Details
3	Tables 1, 2, 3, and 4
4	Tables 5 and 6

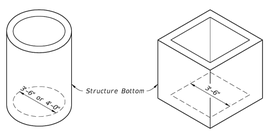


ALTERNATE A



ALTERNATE B

TYPE J



ALTERNATE A | ALTERNATE B

TYPE P

LAST REVISION 11/01/20 | REVISION | DESCRIPTION:

FDOT FY 2024-25 STANDARD PLANS

STRUCTURE BOTTOMS TYPE J AND P | INDEX 425-010 | SHEET 1 of 4

GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031, AND SPECIFICATIONS & LEGEND ON SHEET C002 FOR ADDITIONAL INFORMATION.
2. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

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DATE: _____

FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE
Issue Date	12/17/24
Project No	24564
Drawn/Designed	MAB / MAB
Checked By	JTT

Drawing Title

DRAINAGE DETAILS

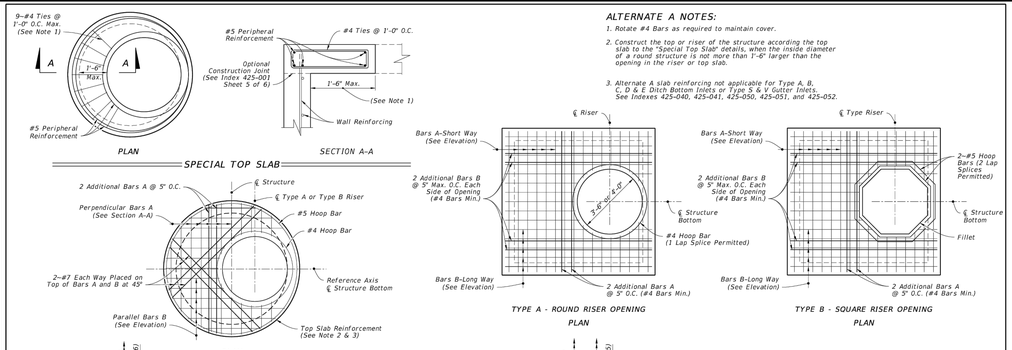
Sheet Number

C751

18 OF 21

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DIMENSIONAL AND REINFORCING DETAILS

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2024-25 STANDARD PLANS	STRUCTURE BOTTOMS TYPE J AND P	INDEX 425-010	SHEET 2 of 4

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TABLE 1 - ALTERNATE A - STRUCTURES

TYPE	STRUCTURE/RISER DIAMETER (ft)	CAST-IN-PLACE ITEMS CLASS II CONCRETE			PRECAST ITEMS				
					CLASS II CONCRETE			ASTM C478	
		t_1 RISER (in.)	t_2 BOTTOM (in.)	A_S ($in^2/ft.$)	t_1 RISER (in.)	t_2 BOTTOM (in.)	A_S ($in^2/ft.$)	t_1 or t_2 (in.)	A_S*** ($in^2/ft.$)
P	3'-6"	6	8	0.20	6	8	0.20	4**	0.105
P	4'-0"	6	8	0.20	6	8	0.20	5**	0.120
J	5'-0"	-	8	0.20	-	8	0.20	6**	0.150
J	6'-0"	-	8	0.20	-	8	0.20	6	0.180
J	7'-0"	-	8	0.20	-	8	0.20	7	0.210
J	8'-0"	-	8	0.20	-	8	0.20	8	0.240
J	10'-0"	-	10	0.40/##	-	10	0.40/##	10	0.300
J	12'-0"	-	10	0.40/##	-	12	0.40/##	12	0.360

t_1 and t_2- Wall Thickness.

A_S- Vertical and horizontal areas of reinforcement.

##Provide 0.20 eq. $in^2/ft.$ at each face, 12" max. bar spacing.

**Modified minimum wall thickness.

***Min. total circumferential reinforcement for continuous steel hoops:

A2 = 0.40 sq. in. for riser section height equal or less than 2'-0" (2 hoop min.)

A_S = 0.60 sq. in. for riser section height more than 2'-0" up to 4'-0" (3 hoop min.)

Areas of reinforcing for precast items are based on Grade 60 reinforcing.

No reduction in the area of reinforcement is allowed for welded wire fabric in Table 1.

Area of vertical reinforcing may be reduced in accordance with ASTM C478.

TABLE 2 - ALTERNATE B SQUARE AND RECTANGULAR STRUCTURES

TYPE	WALL LENGTH (ft)	MAX. DEPTH (ft)	WALL THICKNESS (t_2)	
			C-I-P (in.)	PRECAST (in.)
P	≤ 3'-6"	40	6 Riser 8 Bottom	6
J	4'-0"	40	8	6
J	5'-0"	22	-	6
J	6'-0"	15	-	6
J	5'-0"/≤9'-0"	40	8	8
J	10'-0"	26	8	8
J	10'-0"/≤12'-0"	40	10	9
J	16'-0"	35	-	9
J	16'-0"	40	10	10
J	20'-0"	25	-	9
J	20'-0"	30	10	10

See Table 4 for Reinforcing Schedule.

TABLE 3 - REINFORCING SCHEDULE

SCHEDULE	GRADE 60 AREA (in^2 /ft)	GRADE 60 AND 65 KSI & 70 KSI WELDED WIRE REINFORCING		
		MAXIMUM SPACING		
		GR 60 BARS	WWR EQUIV. AREA	
			65 KSI (in.)	70 KSI (in.)
A12	0.20	12	8	8
A6	0.20	6	5	4½
B10	0.24	10	8	7½
B5.5	0.24	5½	5	4
C6.5	0.37	6½	6	5
C3.5	0.37	3½	3	2½
D7	0.53	7	6	5
D4.5	0.53	4½	4	3½
E5	0.73	5	4	4
E3	0.73	3	3	3
F5	1.06	5	4	4
F3.5	1.06	3½	3	3
G5	1.45	5	4	4
G3.5	1.45	3½	3	3
H4	1.75	4	3	3

TABLE 4 - WALL DESIGNS - RECTANGULAR STRUCTURES

VERTICAL REINFORCING		HORIZONTAL REINFORCING		WALL THICKNESS
WALL DEPTH	SCHEDULE	WALL DEPTH	SCHEDULE	
SIZE: 3'-6" & RISER				
≥1.17' - 40'	A12	≥1.17' < 10'	B10	6"/8"
		10' < 18'	B5.5	6"/8"
		18' < 29'	C6.5	6"/8"
		29' - 40'	C3.5	6"/8"
SIZE: 4'-0"				
≥1.17' - 40'	A12	≥1.17' < 6'	B10	6"/8"
		6' < 10'	B5.5	6"/8"
		10' < 20'	C6.5	6"/8"
		20' < 28'	C3.5	6"/8"
		28' - 40'	D4.5	6"/8"
SIZE: 5'-0"				
≥1.17' - 40'	A12	≥1.17' < 5'	B5.5	6"/8"
		5' < 9'	C6.5	6"/8"
		9' < 15'	C3.5	6"/8"
		15' < 22'	D4.5	6"/8"
		22' - 40'	E3	8"
SIZE: 6'-0"				
≥1.17' < 26'	A12	≥1.17' < 9'	C3.5	6"/8"
		9' < 15'	D4.5	6"/8"
		15' < 26'	E3	8"
Inside	Outside	Inside	Outside	
26' - 40'	A12 / A12	26' - 40'	D7 / D7	8"
SIZE: 7'-0"				
Inside	Outside	Inside	Outside	
≥1.17' < 25'	A12 / A12	≥1.17' < 7'	B10 / B10	8"
26' - 40'	B10 / B10	7' < 10'	B5.5 / B5.5	8"
		10' < 20'	C6.5 / C6.5	8"
		20' < 30'	D7 / D7	8"
		30' - 40'	E5 / E5	8"
SIZE: 8'-0"				
Inside	Outside	Inside	Outside	
≥1.17' < 20'	A12 / A12	≥1.17' < 6'	B5.5 / B5.5	8"
20' - 40'	C6.5 / C6.5	6' < 13'	C6.5 / C6.5	8"
		13' < 22'	D7 / D7	8"
		22' < 31'	E5 / E5	8"
		31' - 40'	F5 / F5	8"
SIZE: 9'-0"				
Inside	Outside	Inside	Outside	
≥1.17' < 12'	A12 / A12	≥1.17' < 8'	C6.5 / C6.5	8"
12' < 28'	C6.5 / C6.5	8' < 15'	D7 / D7	8"
28' - 40'	D7 / D7	15' < 23'	E5 / E5	8"
		23' - 40'	F5 / F5	8"
SIZE: 10'-0"				
Inside	Outside	Inside	Outside	
≥1.17' < 10'	B10 / B10	≥1.17' < 10'	D7 / D7	8"
10' < 21'	C6.5 / C6.5	10' < 17'	E5 / E5	8"
21' < 26'	D7 / D7	17' < 26'	F5 / F5	8"
26' - 40'	C6.5 / C6.5	26' - 40'	F5 / F5	10"

VERTICAL REINFORCING		HORIZONTAL REINFORCING		WALL THICKNESS
WALL DEPTH	SCHEDULE	WALL DEPTH	SCHEDULE	
SIZE: 10'-0" (Precast Only)				
Inside	Outside	Inside	Outside	
26' - 40'	D7 / D7	26' - 40'	F5 / F5	9"
SIZE: 12'-0"				
Inside	Outside	Inside	Outside	
≥1.17' < 14'	B10 / B10	≥1.17' < 10'	C6.5 / C6.5	10"
14' < 25'	C6.5 / C6.5	10' < 17'	D7 / D7	10"
25' - 40'	D7 / D7	17' < 24'	E5 / E5	10"
		24' - 40'	F5 / F5	10"
SIZE: 12'-0" (Precast Only)				
Inside	Outside	Inside	Outside	
≥1.17' < 12'	B10 / B10	≥1.17' < 10'	D7 / D7	9"
12' < 24'	C6.5 / C6.5	10' < 17'	D4.5 / D4.5	9"
24' - 40'	D7 / D7	17' < 23'	E5 / E5	9"
		23' < 32'	F5 / F5	9"
		32' - 40'	G5 / G5	9"
SIZE: 16'-0"				
Inside	Outside	Inside	Outside	
≥1.17' < 11'	C6.5 / C6.5	≥1.17' < 13'	D7 / D7	10"
11' < 20'	D7 / D7	13' < 20'	E5 / E5	10"
20' < 28'	E5 / E5	20' < 28'	F5 / F5	10"
28' - 40'	F5 / F5	28' - 40'	G5 / G5	10"
SIZE: 16'-0" (Precast Only)				
Inside	Outside	Inside	Outside	
≥1.17' < 10'	C6.5 / C6.5	≥1.17' < 9'	D7 / D7	9"
10' < 18'	D7 / D7	9' < 13'	D4.5 / D4.5	9"
18' < 25'	E5 / E5	13' < 19'	E5 / E5	9"
25' - 35'	F5 / F5	19' < 27'	F5 / F5	9"
		27' - 35'	G5 / G5	9"
SIZE: 20'-0"				
Inside	Outside	Inside	Outside	
≥1.17' < 10'	C6.5 / C6.5	≥1.17' < 8'	D7 / D7	10"
10' < 17'	D7 / D7	8' < 12'	E5 / E5	10"
17' - 30'	E5 / E5	12' < 20'	F5 / F5	10"
		20' - 30'	G5 / G5	10"
SIZE: 20'-0" (Precast Only)				
Inside	Outside	Inside	Outside	
≥1.17' < 8'	C6.5 / C6.5	≥1.17' < 8'	D4.5 / D4.5	9"
8' < 13'	D7 / D7	8' < 12'	E5 / E5	9"
13' - 25'	E5 / E5	12' < 19'	F5 / F5	9"
		19' - 25'	G5 / G5	9"

TABLE 4 NOTES:

1. Wall depth is measured to the top of the bottom slab for boxes and to the top of the intermediate slab for risers.
2. Wall height is the distance between top of lower slab to bottom of upper slab. Maximum wall height is 12' for wall lengths exceeding 5', or 10' for wall lengths exceeding 12'.
3. Wall lengths exceeding 6'-0" require two layers of reinforcing (See Table 4) with 2" of cover from the horizontal bars to the inside and outside faces for each layer.
4. Wall lengths exceeding the dimensions or depths shown in Table 4, or 12'-0" diameter require a special design.
5. Wall thickness and reinforcing for rectangular structures is based on the longer wall length.

TABLES 1, 2, 3, AND 4

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2024-25 STANDARD PLANS	STRUCTURE BOTTOMS TYPE J AND P	INDEX 425-010	SHEET 3 of 4

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TABLE 5 - SLAB DESIGNS - SQUARE AND RECTANGULAR STRUCTURES
(ALL SLABS 8" THICK EXCEPT AS NOTED - REINFORCING PARALLEL TO SHORT WAY AND LONG WAY)

SHORT-WAY SLAB DEPTH	SHORT-WAY SCHEDULE (Bars A)	LONG-WAY SLAB DEPTH	LONG-WAY SCHEDULE (Bars B)
SIZE: 3'-6" x UNLIMITED			
≥0.5' < 8'	B10	≥0.5' < 24'	B10
8' < 13'	B5.5	24'-40'	B5.5
13' < 31'	C6.5		
31'-40'	D7		
SIZE: 4' x UNLIMITED			
≥0.5' < 7'	B5.5	≥0.5' < 15'	B10
7' < 19'	C6.5	15' < 29'	B5.5
19' < 31'	D7	29'-40'	C6.5
31'-40'	E5		
SIZE: 5' x 5'			
≥0.5' < 3'	C6.5	≥0.5' < 3'	C6.5
3' < 7'	B5.5	3' < 13'	C6.5
7' < 22'	C6.5	13' < 22'	D7
22' < 29'	D7	22' < 29'	D4.5
29'-40'	E5	29'-40'	E5
SIZE: 5' x 6'			
≥0.5' < 12'	C6.5	≥0.5' < 3'	C6.5
12' < 26'	D7	3' < 9'	B5.5
26'-40'	E5	9' < 23'	C3.5
		23' < 35'	D4.5
		35'-40'	E5
SIZE: 5' x 7'			
≥0.5' < 10'	C6.5	≥0.5' < 10'	B5.5
10' < 20'	D7	10' < 31'	C3.5
20' < 34'	E5	31'-40'	D4.5
34'-40'	F5		
SIZE: 5' x 8'			
≥0.5' < 7'	C6.5	≥0.5' < 8'	B10
7' < 13'	D7	8' < 17'	B5.5
13' < 24'	E5	17' < 25'	C6.5
24'-40'	F5	25'-40'	C3.5
SIZE: 5' x 9'			
≥0.5' < 8'	C6.5	≥0.5' < 14'	B10
8' < 14'	D7	14' < 24'	B5.5
14' < 25'	E5	24' < 34'	C6.5
25'-40'	F5	34'-40'	C3.5
SIZE: 5' x UNLIMITED			
≥0.5' < 8'	C6.5	≥0.5' < 14'	B10
8' < 14'	D7	14' < 24'	B5.5
14' < 25'	E5	24' < 34'	C6.5
25'-40'	F5	34'-40'	C3.5
SIZE: 6' x 6'			
≥0.5' < 13'	C6.5	≥0.5' < 10'	C3.5
13' < 23'	D7	10' < 18'	D4.5
23'-40'	E5	18' < 27'	E5
		27' < 33'	E3
		33'-40'	F5
SIZE: 6' x 7'			
≥0.5' < 8'	C6.5	≥0.5' < 8'	C6.5
8' < 16'	D7	8' < 12'	C3.5
16' < 28'	E5	12' < 21'	D4.5
28'-40'	F5	21' < 28'	E5
		28' < 35'	E3
		35'-40'	F5
SIZE: 6' x 8'			
≥0.5' < 6'	C6.5	≥0.5' < 6'	B5.5
6' < 13'	D7	6' < 11'	C6.5
13' < 22'	E5	11' < 17'	C3.5
22' < 35'	F5	17' < 22'	D4.5
35'-40'	G5	22' < 32'	E5
		32'-40'	E3
SIZE: 6' x 9'			
≥0.5' < 8'	D7	≥0.5' < 8'	B5.5
8' < 14'	E5	8' < 14'	C6.5
14' < 24'	F5	14' < 21'	C3.5
24'-34'	G5	21' < 29'	D4.5
		29'-34'	E5
SIZE: 6' x UNLIMITED			
≥0.5' < 8'	D7	≥0.5' < 8'	B5.5
8' < 14'	E5	8' < 14'	C6.5
14' < 24'	F5	14' < 21'	C3.5
24'-34'	G5	21' < 29'	D4.5
		29'-34'	E5
SIZE: 7' x 7'			
≥0.5' < 8'	C6.5	≥0.5' < 4'	C6.5
8' < 15'	D7	4' < 7'	C3.5
15' < 26'	E5	7' < 11'	D4.5
26'-40'	F5	11' < 22'	E3
		22' < 32'	F3.5
		32'-40'	G3.5
SIZE: 7' x 8'			
≥0.5' < 5'	C6.5	≥0.5' < 5'	C6.5
5' < 11'	D7	5' < 8'	C3.5
11' < 19'	E5	8' < 13'	D4.5
19' < 30'	F5	13' < 22'	E3
30'-40'	G5	22' < 30'	F3.5
		30'-40'	G3.5
SIZE: 7' x 9'			
≥0.5' < 9'	D7	≥0.5' < 7'	C6.5
9' < 15'	E5	7' < 10'	C3.5
15' < 25'	F5	10' < 14'	D4.5
25' - 34'	G5	14' < 21'	E5
		21' < 29'	F5
		29'-34'	F3.5
SIZE: 8' x 8'			
≥0.5' < 10'	D7	≥0.5' < 9'	D4.5
10' < 19'	E5	9' < 13'	E5
19'-30'	F5	13' < 18'	F5
		18' < 23'	F3.5
		23'-30'	G3.5
SIZE: 8' x 9'			
≥0.5' < 8'	D7	≥0.5' < 7'	D7
8' < 14'	E5	7' < 9'	D4.5
14' < 23'	F5	9' < 15'	E3
23'-31'	G3.5	15' < 20'	F5
		20' < 23'	F3.5
		23'-31'	G3.5
SIZE: 9' x 9'			
≥0.5' < 8'	D7	≥0.5' < 7'	D4
8' < 14'	E5	7' < 10'	E5
14' < 22'	F5	10' < 17'	F3.5
		17' < 22'	G3.5
SIZE: 9'x9'x10" SLAB THICKNESS			
22' < 36'	F5	22' < 31'	F3.5
36'-40'	G5	31'-40'	G3.5
SIZE: 10'x10'x10" SLAB THICKNESS			
≥0.5' < 7'	C6.5	0.5' < 6'	C6.5
7' < 10'	D7	6' < 9'	D4.5
10' < 18'	E5	9' < 15'	E5
18' < 27'	F5	15' < 22'	F5
27'-32'	G5	22'-32'	G3.5
SIZE: 12'x12'x12" SLAB THICKNESS			
≥0.5' < 10'	D7	≥0.5' < 8'	D7
10' < 16'	E5	8' < 14'	E5
16' < 25'	F5	14' < 22'	F5
25'-35'	G5	22' < 30'	G5
		30'-35'	H4

TABLE 6 - SLAB DESIGNS ROUND STRUCTURES

SLAB DEPTH	SLAB THICKNESS	REINF. (2-WAY) SCHEDULE
SIZE: 3'-6" DIAMETER		
7-15'	6" Precast	C6.5
0.5' < 30'	8"	A6
30'-40'	8"	B5.5
SIZE: 4'-0" DIAMETER		
≥0.5' < 19'	8"	A6
19' < 30'	8"	B5.5
30'-40'	8"	C6.5
SIZE: 5'-0" DIAMETER		
≥0.5' < 15'	8"	B5.5
15' < 26'	8"	C6.5
26' < 35'	8"	D7
35'-40'	8"	D4.5
SIZE: 6'-0" DIAMETER		
≥0.5' < 9'	8"	B5.5
9' < 15'	8"	C6.5
15' < 22'	8"	C3.5
22' < 30'	8"	D4.5
30'-40'	8"	E3
SIZE: 7'-0" DIAMETER		
≥0.5' < 8'	8"	C3.5
8' < 16'	8"	D4.5
16' < 23'	8"	E5
23' < 27'	8"	E3
27'-40'	8"	F3.5
SIZE: 8'-0" DIAMETER		
≥0.5' < 10'	8"	D4.5
10' < 16'	8"	E5
16' < 19'	8"	E3
19' < 29'	8"	F3.5
29'-40'	10"	F5
SIZE: 10'-0" DIAMETER		
≥0.5' < 12'	10"	D4.5
12' < 20'	10"	E5
20' < 28'	10"	F5
28'-40'	10"	G3.5
SIZE: 12'-0" DIAMETER		
≥0.5' < 8'	10"	D4.5
8' < 13'	10"	E5
13' < 18'	10"	F5
18' < 26'	10"	G3.5
26'-40'	12"	G3.5

SLAB AND WALL DESIGN TABLE NOTES

1. Size is the inside dimension(s) of a structure.
2. Slab reinforcement is appropriate for top, intermediate, and bottom slabs.
3. Bottom Slabs for precast 3'-6" x 3'-6" rectangular structures at 15' depth or less, may be 6" thick.
4. Slab depth is measured from finished grade to top of slab.
5. Reinforcing schedules with larger areas of steel may be substituted for schedules with smaller bar or wire spacing, except that Schedule B10 may not be substituted for Schedule A6. See Index 425-001 for allowable bar spacing adjustments when larger areas of reinforcing are substituted.

TABLES 5 AND 6

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2024-25 STANDARD PLANS	STRUCTURE BOTTOMS TYPE J AND P	INDEX 425-010	SHEET 4 of 4

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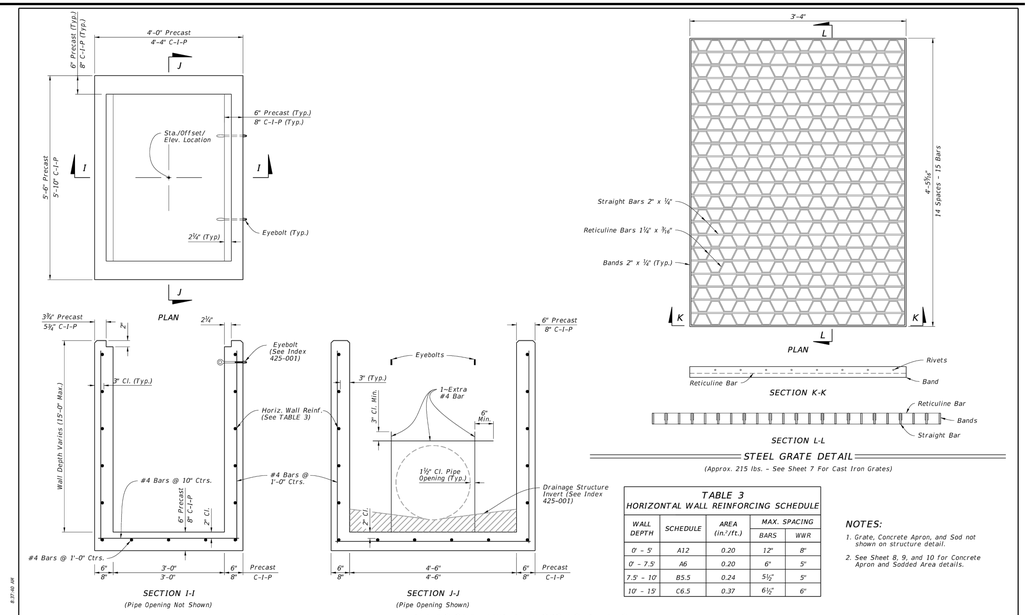


TABLE 3
HORIZONTAL WALL REINFORCING SCHEDULE

WALL DEPTH	SCHEDULE	AREA ($in.^2/ft.$)	MAX. SPACING	
			BARS	WWR
0' - 5'	A12	0.20	12"	8"
0' - 7.5'	A6	0.20	6"	5"
7.5' - 10'	B5.5	0.24	5½"	5"
10' - 15'	C6.5	0.37	6½"	6"

NOTES:

1. Grate, Concrete Apron, and Sod not shown on structure detail.
2. See Sheet 8, 9, and 10 for Concrete Apron and Sodded Area details.

DIMENSIONAL AND REINFORCING DETAILS

TYPE E - DIMENSIONAL, REINFORCING, AND STEEL GRATE DETAILS

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2024-25 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E, AND H	INDEX 425-052	SHEET 4 of 14

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DATE: _____

FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE
Issue Date	12/17/24
Project No	24564
Drawn/ Designed	MAB / MAB
Checked By	JTT

Drawing Title

DRAINAGE DETAILS

Sheet Number
C752
19 OF 21

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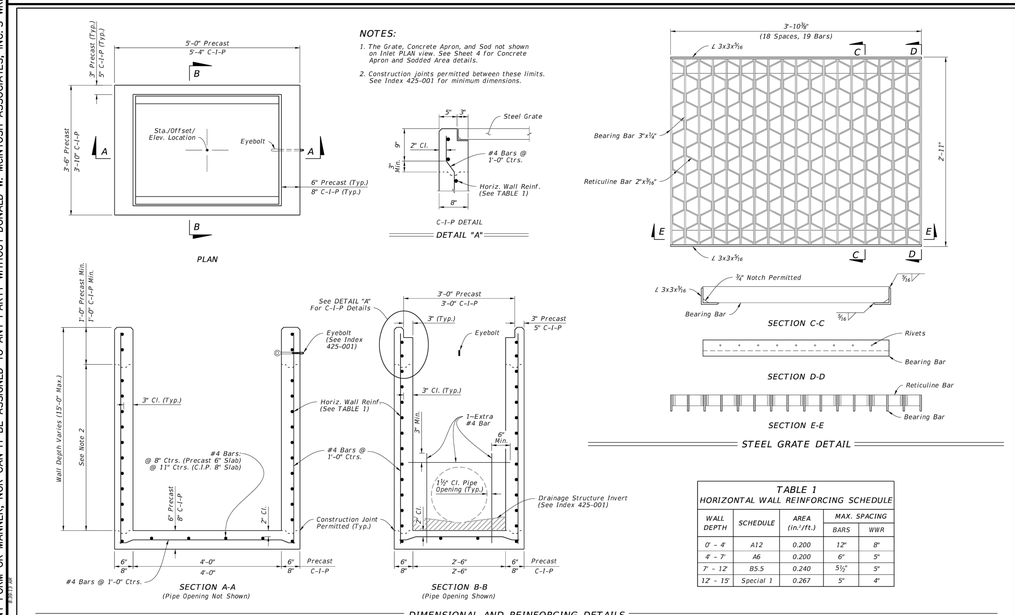
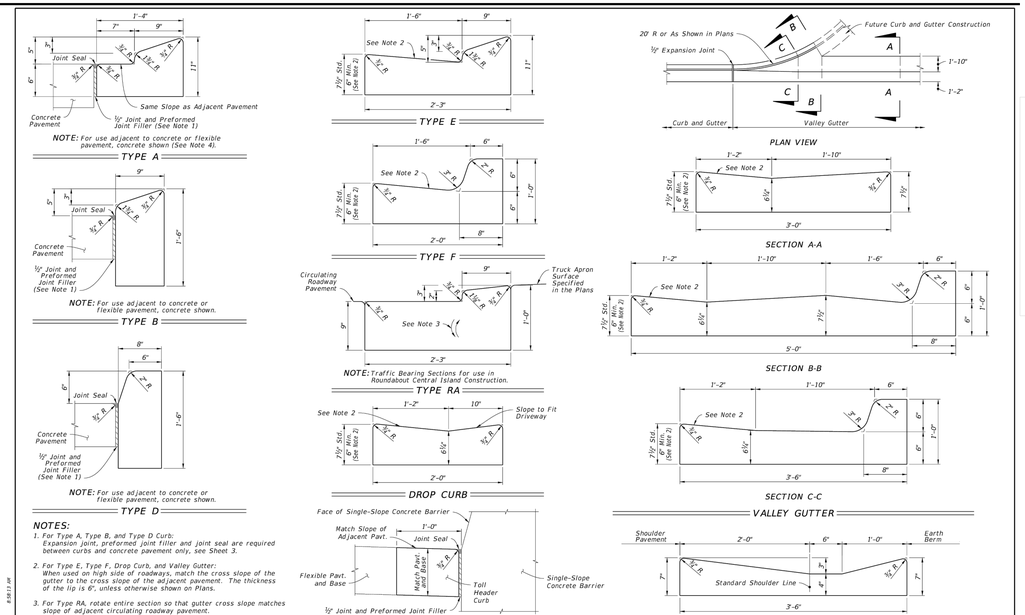


TABLE 1
HORIZONTAL WALL REINFORCING SCHEDULE

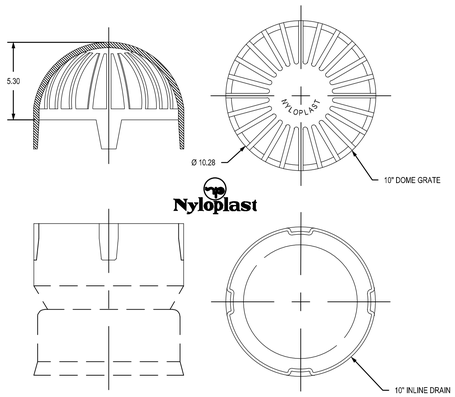
WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0' - 4'	A12	0.200	12"	8"
4' - 7'	A6	0.200	6"	5"
7' - 12'	B5.5	0.240	5½"	5"
12' - 15'	Special 1	0.267	5"	4"

TYPE F - DIMENSIONAL, REINFORCING, AND GRATE DETAILS

LAST REVISION	DESCRIPTION:	FDOT	FY 2024-25 STANDARD PLANS	DITCH BOTTOM INLET TYPES F AND G	INDEX	SHEET
11/01/20	REVISION				425-053	2 of 4



LAST REVISION	DESCRIPTION:	FDOT	FY 2024-25 STANDARD PLANS	CURB AND GUTTER	INDEX	SHEET
11/01/21	REVISION				520-001	2 of 3



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FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE
Issue Date	12/17/24
Project No	24564
Drawn/ Designed	MAB / MAB
Checked By	JTT

Drawing Title

DRAINAGE DETAILS

Sheet Number

C753

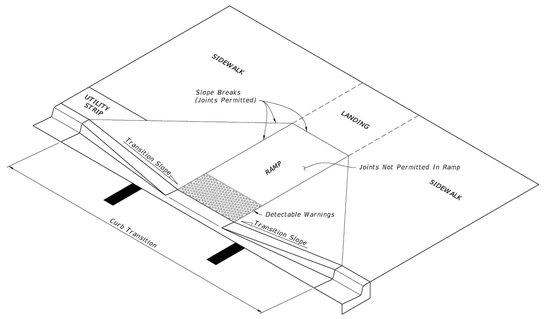
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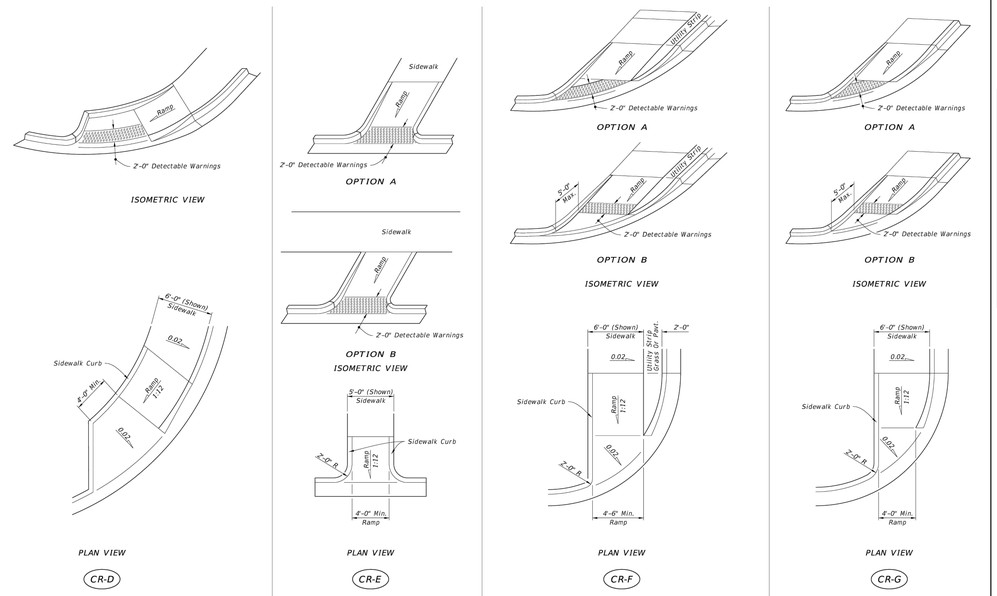
GENERAL NOTES:

1. Cross Slopes and Grades:
   - A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
   - B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
   - C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
   - D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.
2. Curb, Curb and Gutter and/or Sidewalk:
   - A. Refer to Index 522-001 for concrete thickness and sidewalk details.
   - B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
   - C. Width of Curb Ramp is 4'-0" minimum. Match sidewalk or Shared Use Path width as shown in the Plans.
3. Curb Ramp Alpha-Identification:
   - A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
   - B. Alpha-identifications CR-I and CR-J are intentionally omitted.
4. Detectable Warnings:
   - A. Install detectable warnings in accordance with Specification 527.
   - B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
   - C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.



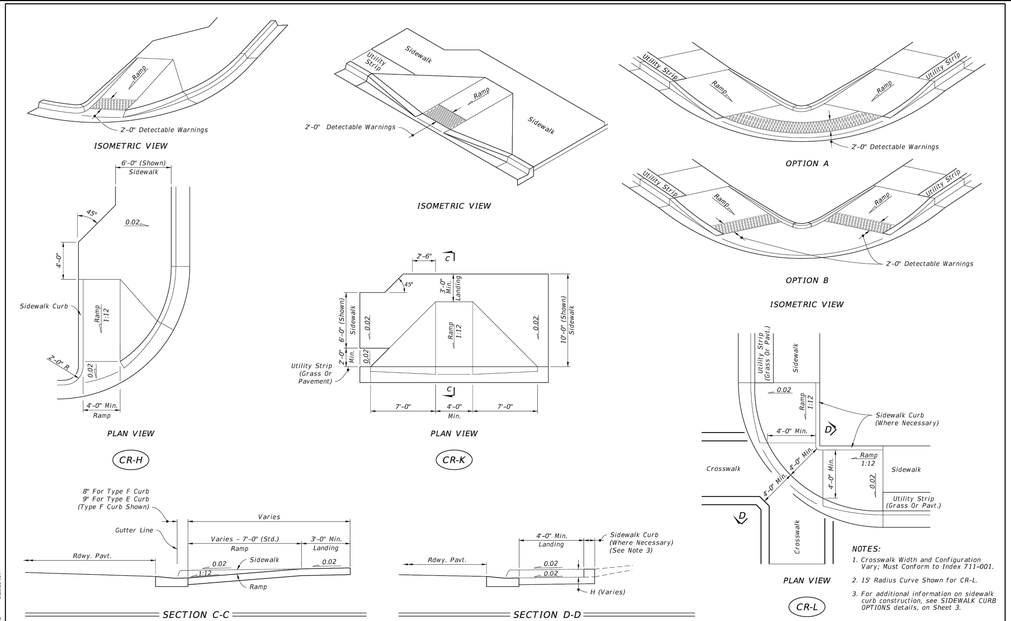
CURB RAMP NOMENCLATURE

LAST REVISION	DESCRIPTION:	FDOT			INDEX	SHEET
11/01/21		FY 2024-25 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS		522-002	1 of 7



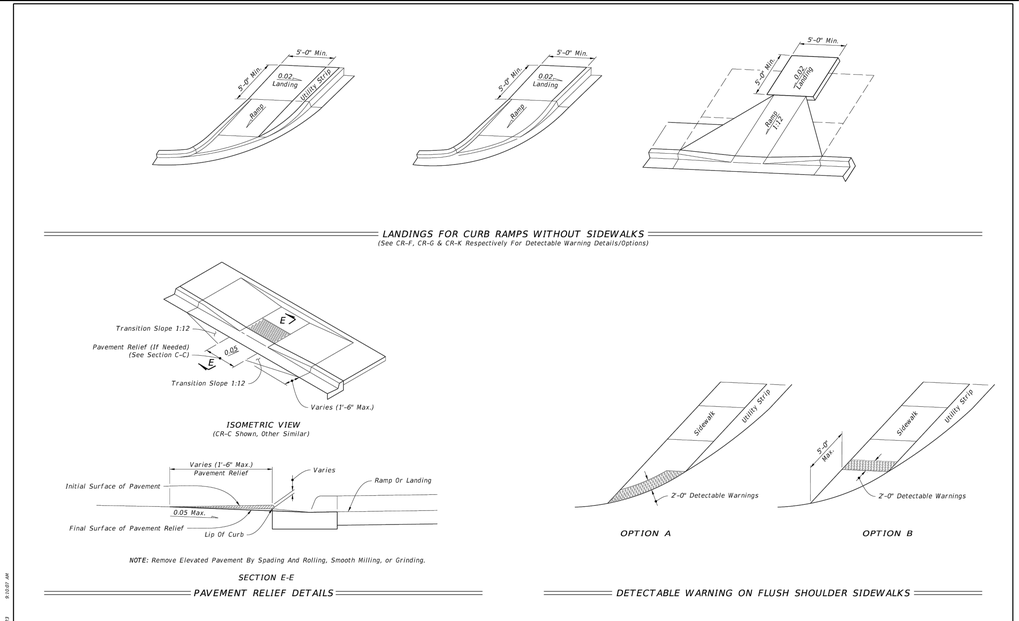
SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G

LAST REVISION	DESCRIPTION:	FDOT			INDEX	SHEET
11/01/21		FY 2024-25 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS		522-002	4 of 7



SIDEWALK CURB RAMPS CR-H, CR-K & CR-L

LAST REVISION	DESCRIPTION:	FDOT			INDEX	SHEET
11/01/20		FY 2024-25 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS		522-002	5 of 7



CURB RAMPS WITHOUT SIDEWALKS AND FLUSH SHOULDER SIDEWALKS

LAST REVISION	DESCRIPTION:	FDOT			INDEX	SHEET
11/01/20		FY 2024-25 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS		522-002	6 of 7

GENERAL NOTES:

1. SEE SITE DATA AND DEVELOPMENT NOTES ON SHEET C031, AND SPECIFICATIONS & LEGEND ON SHEET C002 FOR ADDITIONAL INFORMATION.
2. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

McINTOSH ASSOCIATES
an JJA company
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Seals

DATE: _____

FINAL ENGINEERING PLAN
AdventHealth – Winter Garden
MEDICAL OFFICE BUILDING 2
CITY OF WINTER GARDEN, FLORIDA

DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE
Issue Date	12/17/24
Project No	24564
Drawn/ Designed	MAB / MAB
Checked By	JTT

Drawing Title

DRAINAGE DETAILS

Sheet Number

C754

21 OF 21

ADVENTHEALTH WINTER GARDEN
MOB DEVELOPMENT

WINTER GARDEN, FLORIDA

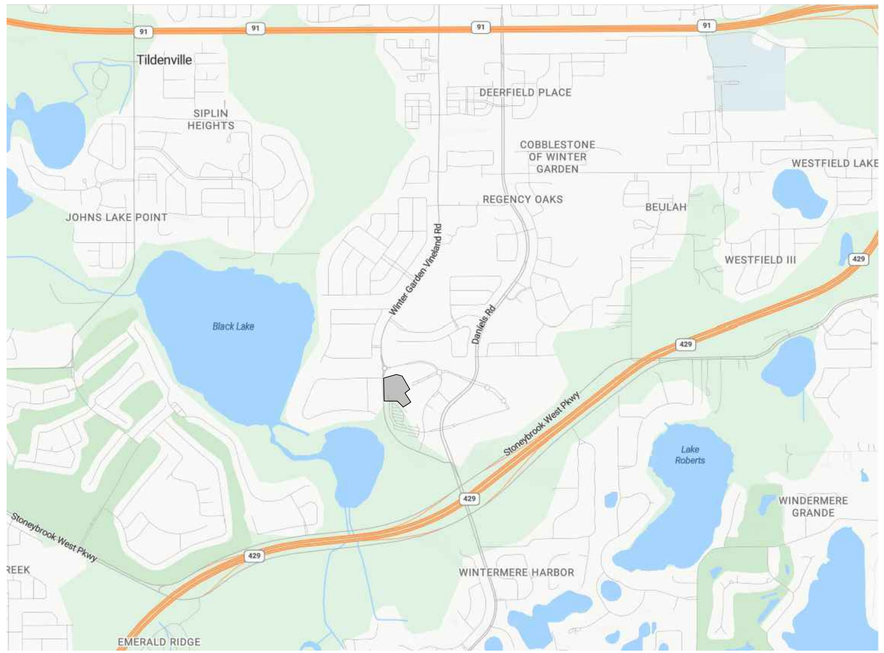
SITE AND LANDSCAPE PACKAGE
LANDSCAPE ARCHITECTURE

ADD 1

DECEMBER 17, 2024

REVISED DATE: FEBRUARY 04, 2025





LOCATION MAP

OWNER

OWNER / APPLICANT:

ADVENTIST HEALTH SYSTEMS / SUNBELT, INC
FLORIDA HOSPITAL ACCOUNTING DEPARTMENT
601 E. ROLLINS ST
ORLANDO, FL 32803
PH: 407.303.1166

CONSULTANTS

edsa

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Seals

REGISTERED LANDSCAPE ARCHITECT
ROBERT WENDELL HUTCHESON
LA 6666925
STATE OF FLORIDA

AdventHealth Winter Garden
MOB Development

2000 Fowler Grove Blvd, Winter Garden, FL 34787

DOCUMENT CHANGES

Description	Date
ADD 01	02/04/25

Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	217125
Drawn By AW	Checked By JYP

Drawing Title

COVER SHEET

Sheet Number

L0-0-00

Drawing name: G:\Teams\EOPS\217125 Florida Hospital WG New Bed Tower\EDSA\doc\00_DATA\CAD\MOB\L0-0-00-COVR-MOB.dwg L0-0-00 Jan 29, 2025 2:45pm by: awong

SUBMITTALS

		50% DESIGN DEVELOPMENT PACKAGE - OCT.11, 2024	SITE AND LANDSCAPE PACKAGE - NOV.08, 2024	SITE AND LANDSCAPE PACKAGE - DEC.17, 2024	ADD 01 - FEB 04,2025				
					ADD 1				
GENERAL INFORMATION									
L0-0-00	COVER SHEET	■	■	■	■				
L0-0-01	SUBMISSION INDEX	■	■	■	■				
L0-0-02	OVERALL SITE PLAN	■	■	■	■				
L0-0-03	KEY PLAN	■	■	■					
L0-0-04	GENERAL NOTES	■	■	■					
HARDSCAPE									
L3-0-01	HARDSCAPE NOTES	■	■	■					
L3-1-01	HARDSCAPE PLAN	■	■	■	■				
L3-4-01	HARDSCAPE DETAILS	■	■	■					
L3-4-02	HARDSCAPE DETAILS	■	■	■					
L3-5-01	FINISH SCHEDULE	■	■	■					
LANDSCAPE									
L5-0-01	PLANTING NOTES	■	■	■					
L5-1-01	TREE PLAN	■	■	■	■				
L6-1-01	SHRUB PLAN	■	■	■	■				
L6-4-01	PLANTING DETAILS	■	■	■					
L6-4-02	PLANTING DETAILS	■	■	■					
L6-5-01	PLANTING SCHEDULE	■	■	■	■				
IRRIGATION									
L7-1-00	IRRIGATION LEGENDS & NOTES	■	■	■					
L7-1-01	IRRIGATION PLAN	■	■	■	■				
L7-2-01	IRRIGATION DETAILS	■	■	■					

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AdventHealth Winter Garden
MOB Development

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DOCUMENT CHANGES

Description	Date
ADD 01	02/04/25

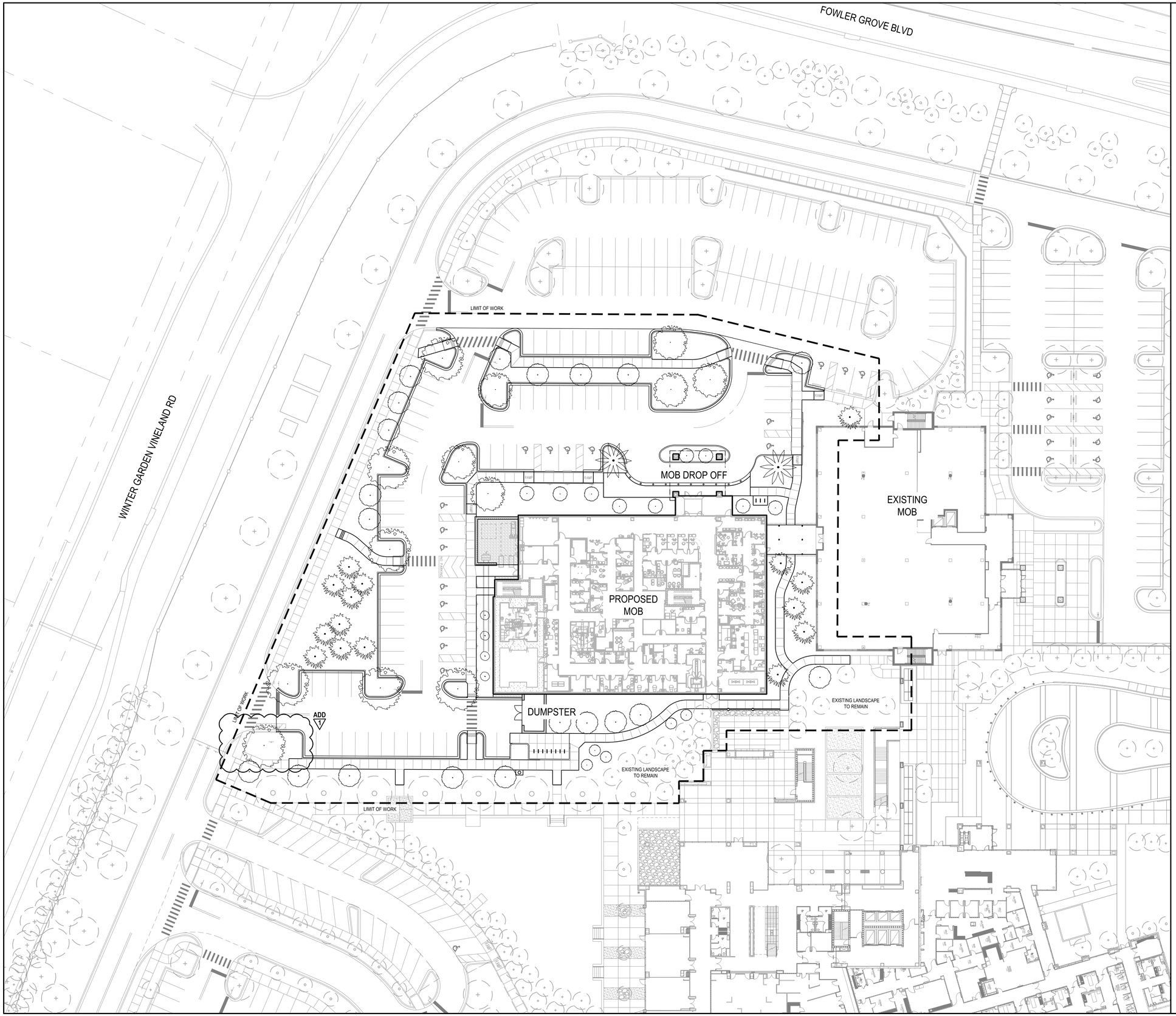
Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	217125
Drawn By	AW
Checked By	JYP

Drawing Title

SUBMISSION INDEX

Sheet Number

L0-0-01



LEGEND

NORTH

1"=30'-0"

0 30' 60' 90'

KEY MAP



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AdventHealth Winter Garden MOB Development

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DOCUMENT CHANGES

Description	Date
ADD 01	02/04/25

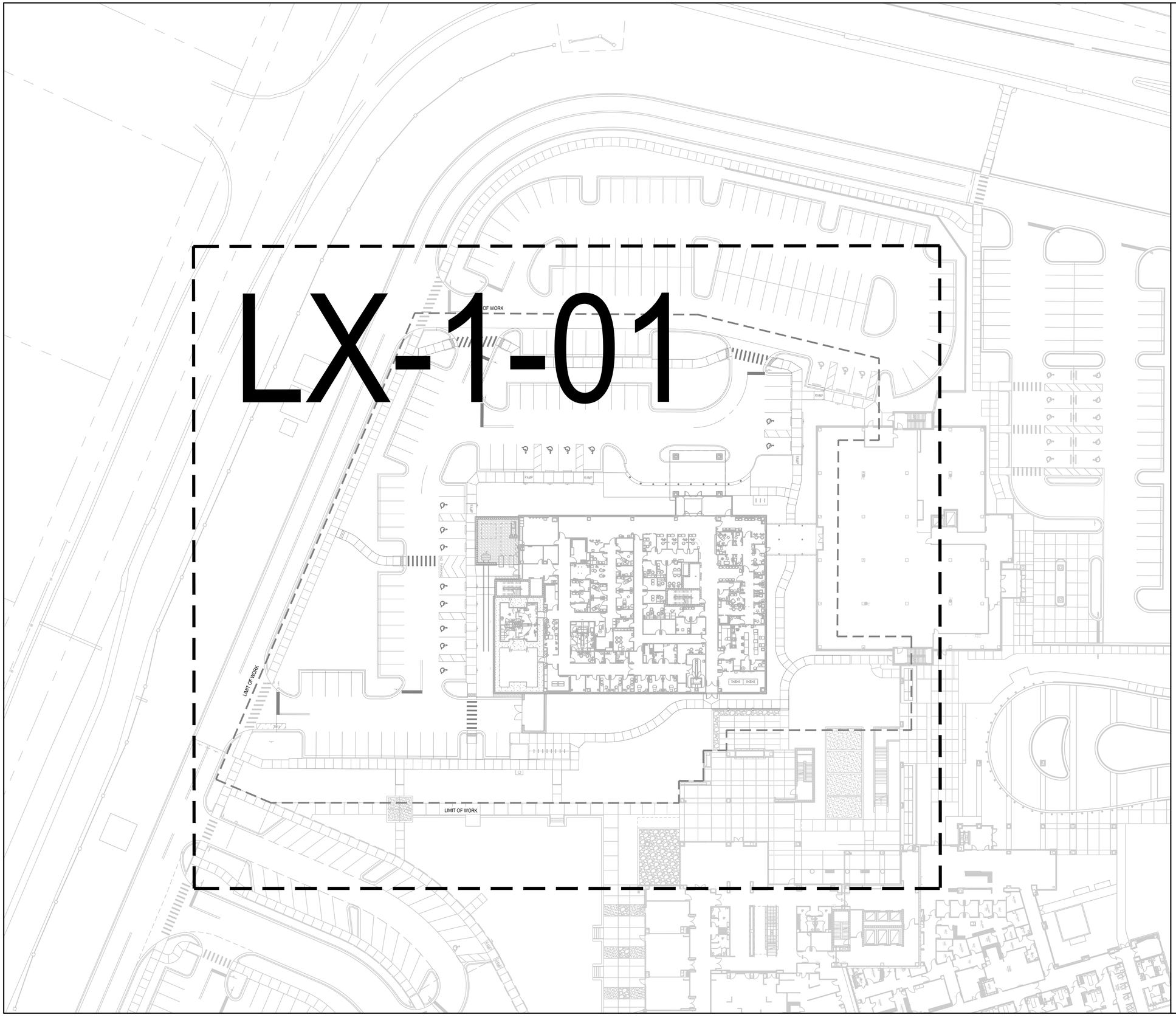
Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	217125
Drawn By AW	Checked By JYP

Drawing Title

OVERALL SITE PLAN

Sheet Number

L0-0-02



LEGEND

KEY MAP

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DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	217125
Drawn By	AW
Checked By	JYP

Drawing Title

KEY PLAN

Sheet Number

L0-0-03

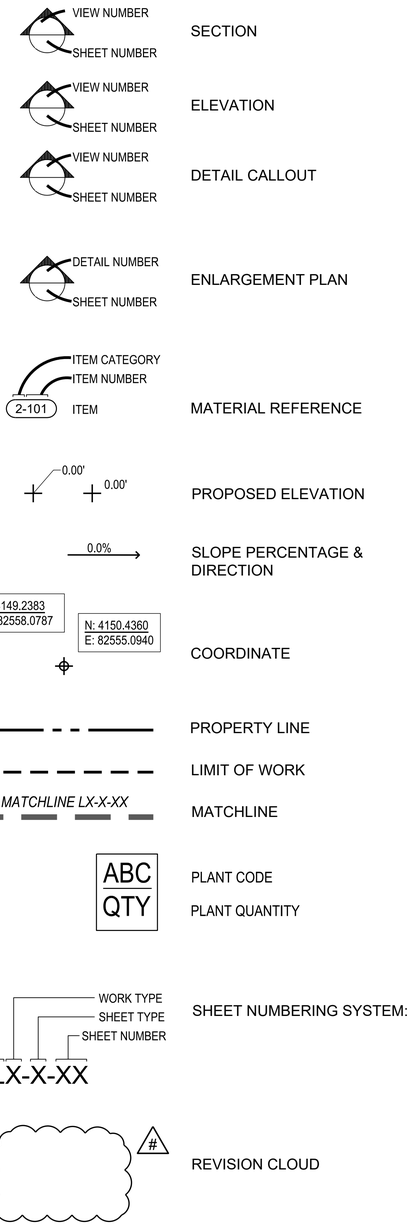
GENERAL NOTES:

1. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES WERE PROVIDED TO EDSA AND ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE CONTRACT DOCUMENTS. EDSA AND ANY OF THEIR CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF THAT INFORMATION SHOWN HEREIN OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.
2. THE CONTRACTOR SHALL FIELD LOCATE, VERIFY AND FURTHER IDENTIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ABOVE AND BELOW GRADE AFFECTING ANY COMPONENT OF THE WORK CONTAINED IN THE CONTRACT DOCUMENTS PRIOR TO THE START OF ANY PHASE OF CONSTRUCTION. DISCREPANCIES, CONFLICTS, OR POTENTIAL DEVIATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS REPRESENTATIVE IN WRITING WITHIN 48 HOURS OF DISCOVERY. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO SUCH CONDITIONS WILL BE AWARDED IF WRITTEN NOTIFICATION IS NOT PROVIDED PRIOR TO THE START OF ANY PHASE OF CONSTRUCTION.
3. DO NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION DISCOVERED IN THE CONTRACT DOCUMENTS. IMMEDIATELY NOTIFY THE OWNERS REPRESENTATIVE OF ANY SUCH DISCOVERY. THE OWNERS REPRESENTATIVE WILL PROVIDE DIRECTION REGARDING ANY CORRECTION OR INTERPRETATION NECESSARY TO REFLECT THE DESIGN INTENT OF THE CONTRACT DOCUMENTS.
4. ALL EXISTING SITE FACILITIES TO REMAIN SHALL BE PROTECTED FROM ANY DAMAGE THROUGHOUT ALL CONSTRUCTION PHASES. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO SAID FACILITIES THAT OCCURS DUE TO WORK PREFORMED BY THE CONTRACTOR CALLED FOR IN THE CONTRACT DOCUMENTS.
5. ALL WORK SHALL COMPLY WITH THE CODES, STANDARDS, REGULATIONS, REQUIREMENTS AND ORDINANCES OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE WORK. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO THE START OF CONSTRUCTION AND SCHEDULE ALL INSPECTIONS AND TESTING ACCORDING TO THE REQUIREMENTS OF SAID AGENCIES AND THE CONTRACT DOCUMENTS.
6. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONSTRUCTION OF THE PROJECT SO AS NOT TO IMPEDE THE PROGRESS OF THE WORK OF OTHERS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE PUBLIC AND ALL PERSONNEL ASSOCIATED WITH THE CONSTRUCTION OF THIS PROJECT. ALL SAFETY REGULATIONS REQUIRED BY APPLICABLE CODES, REGULATIONS AND RECOGNIZED LOCAL PRACTICES SHALL BE ENFORCED DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT.
8. THE OWNERS REPRESENTATIVE SHALL HAVE THE RIGHT AT ANY STAGE OF THE OPERATION TO REJECT ALL WORK OR MATERIALS WHICH IN THEIR OPINION DO NOT MEET THE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
9. ALL REQUIRED SEDIMENT AND EROSION CONTROL MEASURES INSTALLED AS PART OF THIS PROJECT SHALL REMAIN IN PLACE AND SHALL BE MAINTAINED IN GOOD CONDITION UNTIL CONSTRUCTION IS COMPLETE. SEE THE CIVIL ENGINEERING CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
10. EXISTING TREES DESIGNATED TO REMAIN SHALL BE PROTECTED BY BARRICADES ERECTED PRIOR TO COMMENCEMENT OF ANY SITE WORK, INCLUDING CLEARING, GRADING, IRRIGATION, STRUCTURE OR PAVING. SEE ENGINEERING CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
11. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE NOTES, SPECIFICATIONS AND THE CONTRACT DOCUMENTS PREPARED BY BUT NOT LIMITED TO ARCHITECTURAL, MEP, IRRIGATION, STRUCTURAL AND CIVIL ENGINEERING CONSULTANTS FOR ADDITIONAL REQUIREMENTS.

LANDSCAPE GRADING NOTES:

1. LANDSCAPE GRADES ARE COMPLEMENTARY. REFER TO THE CIVIL ENGINEERING CONTRACT DOCUMENTS FOR ROUGH GRADING OF THE SITE, FINISH GRADES FOR ALL VEHICULAR PAVEMENT, BUILDINGS, DRAINAGE AND UTILITY STRUCTURES.
2. PRIOR TO INITIATING LANDSCAPE GRADING THE CONTRACTOR SHALL INSPECT THE SITE TO CONFIRM THAT ROUGH GRADING AND DRAINAGE STRUCTURES HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CIVIL ENGINEERING CONTRACT DOCUMENTS. THE CONTRACTOR SHALL SUBMIT IN WRITING TO THE OWNERS REPRESENTATIVE ANY DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS AND FIELD CONDITIONS. THE OWNERS REPRESENTATIVE WILL PROVIDE DIRECTION REGARDING ANY CORRECTION OR INTERPRETATION NECESSARY TO RESOLVE ANY DISCREPANCIES.
3. NUMEROUS UNDERGROUND UTILITIES, CONDUITS, SLEEVES AND UTILITY STRUCTURES ABOVE AND BELOW GRADE HAVE BEEN PREVIOUSLY INSTALLED. THE CONTRACTOR SHALL CONDUCT FINE GRADING TO AVOID DAMAGE TO THESE ELEMENTS.
4. ALL PEDESTRIAN PAVEMENT AND LANDSCAPE AREAS SHALL BE GRADED TO POSITIVELY DRAIN AWAY FROM VERTICAL ELEMENTS INCLUDING BUT NOT LIMITED TO BUILDINGS, WALLS AND COLUMNS TOWARD AND INTO DRAINAGE STRUCTURES. LANDSCAPE AREAS SHALL BE SMOOTH AND EVEN IN TRANSITION AND VOID OF WATER HOLDING DEPRESSIONS.
5. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADES UNLESS OTHERWISE NOTED. MAKE ALLOWANCES FOR PAVEMENT THICKNESS AND THE DEPTH OF PREPARED PLANTING SOIL WHERE APPLICABLE.
6. THE CONTRACTOR SHALL NOT SUBSTANTIALLY VARY FINE GRADING FROM THE GRADING PLAN WITHOUT APPROVAL FROM THE OWNERS REPRESENTATIVE. THE OWNERS REPRESENTATIVE MAY ADJUST FINE GRADING SHOWN ON THE PLANS TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS OR TO ACCOMPLISH DESIGN INTENT.
7. PROTECT SITE FEATURES TO REMAIN, INCLUDING BUT NOT LIMITED TO BENCH MARKS, SURVEY CONTROL POINTS, EXISTING STRUCTURES AND PAVING FROM DAMAGE BY GRADING EQUIPMENT.
8. MATCH PROPOSED PAVEMENT GRADES WITH EXISTING CONDITIONS TO REMAIN TO PROVIDE FLUSH INTERFACES WITH ABUTTING SURFACES.
9. GRADES FOR SOD AREAS SHALL BE HELD ONE INCH (1") BELOW ADJACENT PAVEMENT GRADES TO ALLOW FOR INSTALLATION OF SOD.
10. GRADES FOR PLANTING AREAS SHALL BE HELD TWO INCHES (2") BELOW ADJACENT PAVEMENT TO ALLOW FOR THE INSTALLATION OF PREPARED PLANTING SOIL, MULCH AND PLANT MATERIAL.
11. FILL REQUIRED TO BRING THE SITE TO THE REQUIRED LINES AND FINISHED GRADES CONTAINED IN THE CONTRACT DOCUMENTS SHALL BE AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.
12. FILL SHALL BE COMPACTED AS FOLLOWS:
    A. UNDER PEDESTRIAN PAVEMENT: AS RECOMMENDED BY CIVIL/GEOTECHINCAL ENGINEER.
    B. LANDSCAPE AREAS: COMPACT TOP TWELVE INCHES (12") BELOW SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO 80% MAXIMUM DRY DENSITY ACCORDING TO ASTM D698.
13. CONTOURS FOR LANDSCAPE BERMS, MOUNDS AND SWALES SHALL BE SMOOTH CONTINUOUS ARCS VOID OF SURFACE IRREGULARITIES AND SHALL BLEND INTO SURROUNDING TERRAIN IN A NATURAL MANOR.
14. ALL LANDSCAPE AREAS SHALL BE DRAGGED WITH A DRAG MAT TO BLEND IN SMALL IMPERFECTIONS AND ROUND OFF AND SHARP EDGES.
15. FINE GRADE TOLERANCES FOR LANDSCAPE AREAS...PLUS OR MINUS (+/-) 0.04 FOOT (').
16. FINE GRADE TOLERANCES FOR HARDSCAPE AREAS...PLUS OR MINUS (+/-) 0.02 FOOT(').
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STABILIZING GRADES AND TO REPAIR AND CLEAN UP AREAS WHERE SETTLEMENT, WASHOUTS, EROSION OR OTHER GRADE CHANGES OCCUR UNTIL FINAL ACCEPTANCE.

STANDARD DRAWING SYMBOLS:



STANDARD ABBREVIATIONS:

ARCH	ARCHITECTURE	EW	EACH WAY	REQ'D	REQUIRED
ADA	AMERICANS WITH DISABILITIES ACT	FG	FINISHED GRADE	REV	REVISION
		FL	FLOW LINE	S	SOUTH
BC	BOTTOM OF CURB	FOC	FACE OF CURB	SF	SQUARE FOOT
BLDG	BUILDING	FT	FOOT (FEET)	SHT	SHEET
BOC	BACK OF CURB	FTG	FOOTING	SIM	SIMILAR
BR	BOTTOM OF RAMP	FFE	FINISHED FLOOR ELEVATION	SPECS	SPECIFICATIONS
BS	BOTTOM OF STEP	GALV	GALVINIZED	SS	STAINLESS STEEL
BW	BOTTOM OF WALL	GA	GUAGE	STD	STANDARD
B&B	BALLED AND BURLAPPED	GEN	GENERAL	SY	SQUARE YARD
BFP	BACKFLOW PREVENTER	H20	WATER	SYM	SYMMETRICAL
CAL	CALIPER	HP	HIGH POINT	TOC	TOP OF COLUMN
CB	CATCH BASIN	HT	HEIGHT	TOPO	TOPOGRAPHY
CF	CUBIC FEET	HWL	HIGH WATER LINE	TR	TOP OF RAMP
CLR	CLEARANCE	ID	INSIDE DIAMETER	TYP	TYPICAL
CM	CENTIMETER	IN	INCH	TW	TOP OF WALL
CY	CUBIC YARD	INV	INVERT ELEVATION	TS	TOP OF STEP
CIP	CAST-IN-PLACE	LF	LINEAR FEET (FOOT)	TC	TOP OF CURB
CJ	CONSTRUCTION JOINT	LP	LOW POINT	VAR	VARIES
CL	CENTER LINE	MISC	MISCELLANEOUS	VOL	VOLUME
CMU	CONCRETE MASONRY UNIT	MAX	MAXIMUM	W	WEST
COORD	COORDINATE	MHW	MEAN HIGH WATER	WL	WATER LEVEL
CONT	CONTINUOUS	MIN	MINIMUM	YD	YARD DRAIN
DEG	DEGREE	NWL	NATURAL WATER LINE		
DIM	DIMENSION	NIC	NOT IN CONTRACT		
DTL	DETAIL	NTS	NOT TO SCALE		
DWG	DRAWING	N	NORTH		
DEMO	DEMOLITION	OD	OUTSIDE DIAMETER		
DIA	DIAMETER	OC	ON CENTER		
DI	DRAIN INLET	PA	PLANTING AREA		
E	EAST	PL	PROPERTY LINE		
EL	ELEVATION	PT	PAINT		
ENG	ENGINEER	QTY	QUANTITY		
EXIST	EXISTING	R	RADIUS		
EJ	EXPANSION JOINT	RIM	RIM ELEVATION		
EQ	EQUAL	ROW	RIGHT-OF-WAY		
ESMT	EASEMENT	REINF	REINFORCE (D)		

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AdventHealth Winter Garden
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DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	217125
Drawn By	AW
Checked By	JYP

Drawing Title

GENERAL NOTES

Sheet Number

L0-0-04

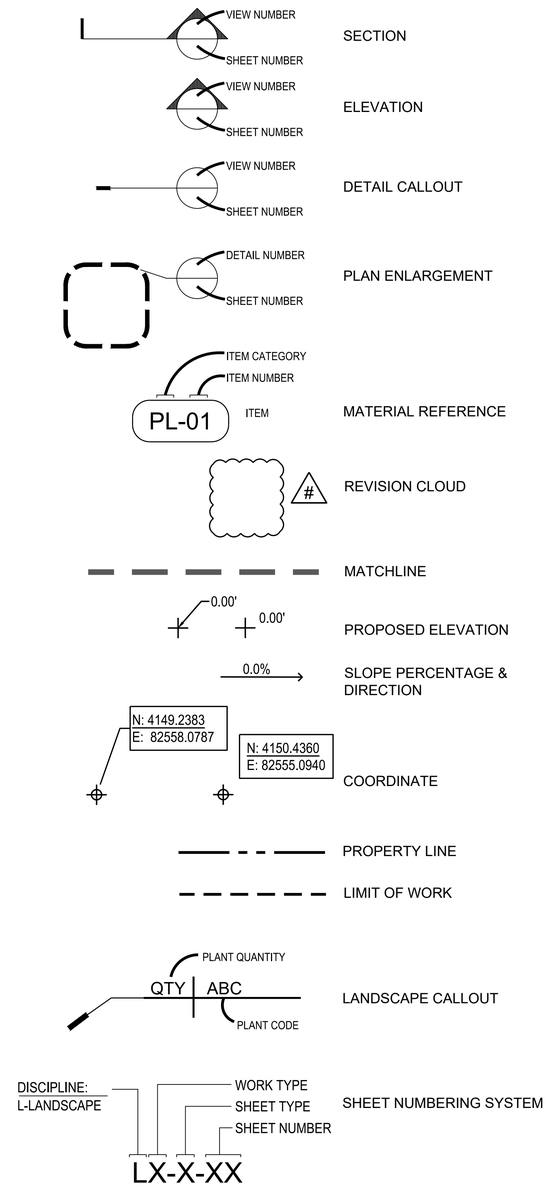
HARDSCAPE NOTES:

1. PRIOR TO THE COMMENCEMENT OF HARDSCAPE CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE CONDITION AND COMPLETENESS OF ALL WORK PERFORMED BY OTHER CONTRACTORS WORKING ON THIS PROJECT IN RELATION TO THE WORK RESPONSIBILITIES DEPICTED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL NOTIFY THE OWNERS REPRESENTATIVE IN WRITING OF ANY POTENTIAL DEVIATIONS WITHIN 48 HRS OF DISCOVERY. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO SUCH CONDITIONS WILL BE AWARDED IF WRITTEN NOTIFICATION IS NOT PROVIDED PRIOR TO THE START OF HARDSCAPE CONSTRUCTION.
2. THE CONTRACTOR SHALL SURVEY, LAYOUT AND STAKE THE LOCATION OF ALL FOOTINGS, PIERS, WALLS, COLUMNS AND PAVEMENT FOR REVIEW BY THE OWNERS REPRESENTATIVE PRIOR TO COMMENCEMENT OF HARDSCAPE CONSTRUCTION. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY RECONSTRUCTION OF HARDSCAPE CONSTRUCTION RESULTING FROM UNAUTHORIZED CONSTRUCTION.
3. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS AND/OR FIELD MOCKUPS FOR ALL ITEMS LISTED ON THE FINISH SCHEDULE UNLESS SPECIFICALLY NOTED OTHERWISE. MOCKUPS SHALL BE SET UP IN A SECURED LOCATION ON THE SITE FOR REFERENCE AS DIRECTED BY THE OWNERS REPRESENTATIVE. MOCKUPS WILL REMAIN ON SITE UNTIL THE COMPLETION OF HARDSCAPE CONSTRUCTION.
4. ANY REFERENCE IN THE HARDSCAPE CONSTRUCTION DOCUMENTS TO BRANDED PRODUCTS, PROCEDURES OR PATENTED PROCESSES ARE ASSUMED TO CARRY AN IMPLIED STATEMENT OF “OR APPROVED EQUAL” UNLESS SPECIFICALLY NOTED OTHERWISE WITH “NO SUBSTITUTIONS PERMITTED”
5. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES REQUIRED FOR THE SAFE EXECUTION AND COMPLETION OF THE WORK.
6. THE CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AT THIS SITE AND BE RESPONSIBLE FOR THE ACCURACY AND CORRECTNESS OF SAME.
7. THE CONTRACTOR SHALL EMPLOY AS REQUIRED BY THE CONSTRUCTION DOCUMENTS AND/OR GOVERNING AUTHORITIES, A TESTING LABORATORY APPROVED BY THE OWNERS REPRESENTATIVE TO CONDUCT ALL TESTS NECESSARY TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENTS, APPLICABLE STANDARDS AND CODES.
8. WRITTEN DIMENSIONS, COORDINATES AND/OR ELECTRONIC FILES PREVAIL OVER SCALED DIMENSIONS. DO NOT SCALE FROM THE CONTRACT DOCUMENTS.
9. REFER TO ARCHITECTURAL PLANS FOR ALL BUILDING DIMENSIONS.
10. REFER TO CIVIL PLANS FOR OVERALL SITE LAYOUT/DIMENSIONS.
11. HARDSCAPE DIMENSIONS ARE FROM THE FACE AND/OR CENTERLINE OF THE OBJECT AT 90 DEGREE ANGLES UNLESS NOTED OTHERWISE. ALL RADII AND CURVES ARE TO HAVE SMOOTH AND CONTINUOUS TRANSITIONS WITHOUT ABRUPT CHANGES OR BENDS.
12. PAVER DIMENSIONS ARE NOMINAL. VERIFY ACTUAL PAVER DIMENSIONS PRIOR TO LAYOUT OF PAVER FIELDS.
13. ALL REFERENCES TO “GRAY CONCRETE” SHALL MEAN NATURAL CONCRETE WITH NO COLOR ADDITIVE.
14. INFORMATION ON STRUCTURAL REINFORCEMENT, ANCHORS, FASTENERS, FOUNDATIONS OR OTHER STRUCTURAL ELEMENTS SHOWN ON THE SITE HARDSCAPE DOCUMENTS RELATED TO WALLS, SLABS, STRUCTURES AND ALL CAST IN PLACE CONCRETE IS SHOWN FOR MATERIAL RELATIONSHIPS ONLY. REFER TO CONTRACT DOCUMENTS PREPARED BY BUT NOT LIMITED TO ARCHITECTURAL, MEP, STRUCTURAL AND CIVIL ENGINEERING CONSULTANTS FOR ACTUAL CONSTRUCTION DOCUMENTATION.
15. CROSS SLOPE ON HARDSCAPE PAVEMENT SHALL NOT EXCEED 2%. RUNNING SLOPE SHALL NOT EXCEED 5% UNLESS NOTED OTHERWISE. SEE LANDSCAPE GRADING FOR ADDITIONAL REQUIREMENTS.
16. SITE FURNISHINGS SHALL BE INSTALLED AS DETAILED IN THE CONSTRUCTION DOCUMENTS UNLESS NOTED OTHERWISE. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ANCHORING DETAILS WITH THE ITEM'S MANUFACTURER PRIOR TO PURCHASE/INSTALLATION.
17. CONCRETE STRENGTH TO BE A MIN. OF 3000 PSI AT 28 DAYS. WATER TO CEMENT RATIO SHALL NOT EXCEED 0.50
18. CONCRETE SUBMITTALS
    - 18.1. PROVIDE A LIST OF ALL PRODUCTS AND MATERIALS INTENDED FOR USE IN THE WORK
    - 18.2. MIX DESIGN: PROVIDE CONCRETE SUPPLIERS FORMULATIONS FOR CONCRETE MIX, CERTIFIED BY AN INDEPENDENT TECHNICAL AGENCY AND STAMPED BY A LICENSES ENGINEER, ALL REQUIRED QUANTITIES OF MATERIALS TO BE EXPRESSED IN RATIO PER CUBIC YARDS OF CONCRETE.
      - 18.2.1. MIX DESIGN SHALL INCLUDE:
        - 18.2.1.1. OWNER, PROJECT NAME, AND PROJECT LOCATION
        - 18.2.1.2. DATE OF REPORT
        - 18.2.1.3. NAME AND ADDRESS OF BATCH PLANT
        - 18.2.1.4. MIX DESIGN NUMBER
        - 18.2.1.5. TYPE, SIZE, AND QUANTITY OF COURSE AND FINE AGGREGATES
        - 18.2.1.6. TYPE, BRAND, AND QUANTITY OF HYDRAULIC CEMENT
        - 18.2.1.7. WATER / CEMENT RATIO
        - 18.2.1.8. DENSITY
        - 18.2.1.9. AVERAGE COMPRESSIVE STRENGTH
        - 18.2.1.10. PSI STRENGTH AT 28 DAYS
        - 18.2.1.11. METHOD OF TESTING USED
        - 18.2.1.12. TYPE, QTY, AND MANUFACTURER OF ADMIXTURES
        - 18.2.1.13. TYPE, QTY, MANUFACTURER AND SPECIFIC NAME OF INTEGRAL COLOR ADDITIVE

RAILINGS, FENCE, AND GATE NOTES:

1. SUBMITTALS:
   - 1.1. PRODUCT DATA: SUBMIT MANUFACTURER'S DATA SHEETS ON EACH PRODUCT TO BE USED
   - 1.2. SHOP DRAWINGS
     - 1.2.1. INDICATE PLAN LAYOUT, SPACING OF COMPONENTS, POST FOUNDATION DIMENSIONS, HARDWARE ANCHORAGE, GATES, SCHEDULE OF COMPONENTS, AND ENGINEERING TO SUPPORT LOCAL CODE REQUIREMENTS FOR VERTICAL AND HORIZONTAL LOAD PERFORMANCE
     - 1.2.2. INSTALLER'S QUALIFICATION STATEMENT
     - 1.2.3. MANUFACTURER'S WARRANTY - PROVIDE 10 YEAR WARRANTY OF FINISH
2. INSTALLATION:
   - 2.1. INSTALL IN ACCORANCE WITH MANUFACTURER'S INSTRUCTION AND FINAL SHOP DRAWINGS.
   - 2.2. SET FENCE POSTS IN ACCORDANCE WITH THE MANUFACTURER RECOMMENDED SPACING
   - 2.3. WHEN CUTTING RAILS IMMEDIATELY SEAL THE EXPOSED SURFACES BY:
     - 2.3.1. REMOVING METAL SHAVINGS FROM CUT AREA
     - 2.3.2. APPLY ZINC-RICH PRIMER TO THOROUGHLY COVER CUT EDGE AND DRILLED HOLE; ALLOW TO DRY
     - 2.3.3. APPLY TWO COATS OF CUSTOM FINISH SPRAY PAINT MATCHING FENCE COLOR
     - 2.3.4. FAILURE TO SEAL EXPOSED SURFACES IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS WILL NEGATE MANUFACTURER'S WARRANTY
   - 2.4. SPACE GATE POSTS ACCORDING TO THE MANUFACTURER'S DRAWINGS, DEPENDENT ON STANDARD OUT TO OUT GATE LEAF DIMENSIONS AND GATE HARDWARE SELECTED
   - 2.5. BASE TYPE AND QUANTITY OF GATE HINGES TO THE APPLICATION, WEIGHT, HEIGHT, AND NUMBER OF GATE CYCLES
   - 2.6. IDENTIFY THE NECESSARY HARDWARE REQUIRED FOR THE APPLICATIONL WEIGHT, HEIGHT, AND NUMBER OF GATES
   - 2.7. IDENTIFY THE NECESSARY HARDWARE REQUIRED FOR THE APPLICATION ON THE MANUNFACTURER'S GATE DRAWINGS
   - 2.8. PROVIDE GATE HARDWARE BY THE MANUFACTURER OF THE GATE AND INSTALL IN COMPLIANCE WITH MANUFACTUTER'S RECOMMENDATIONS
3. ERECTION TOLERANCES
   - 3.1. MAXIMUM VARIATION FROM PLUMB $\frac{1}{4}$ INCH
   - 3.2. MAXIMUM OFFSET FROM INDICATED POSITION: 1 INCH
4. CLEANING
   - 4.1. CLEAN FENCE WITH MILD HOUSEHOLD DETERGENT AND CLEAN WATER. RINSE WELL.
   - 4.2. REMOVE MORTAR FROM EXPOSED POSTS AND OTHER FENCING MATERIAL USING A 10 PERCENT SOLUTION OF MURIATIC ACID FOLLOWED IMMEDIATELY BY SEVERAL RINSES WITH CLEAN WATER
   - 4.3. TOUCH UP SCRATCHED SURFACES USING MATERIALS RECOMMENDED BY MANUFACTURER, MATCH TOUCHIP PAINT COLOR TO FENCE FINISH
5. PROTECTION
   - 5.1. PROTECT INSTALLED PRODUCTS UNTIL COMPLETION OF PROJECT
   - 5.2. TOUCH UP, REPAIR, OR REPLACE DAMAGED PRODUCTS BEFORE DATE OF SUBSTANTIAL COMPLETION

STANDARD DRAWING SYMBOLS:



STANDARD ABBREVIATIONS:

ADA	AMERICANS WITH DISABILITIES ACT	ESMT	EASEMENT	NTS	NOT TO SCALE
B&B	BALLED AND BURLAPPED	EW	EACH WAY	OC	ON CENTER
BFP	BACKFLOW PREVENTER	FFE	FINISHED FLOOR ELEVATION	PL	PROPERTY LINE
CIP	CAST-IN-PLACE	GALV	GALVINIZED	PT	PAINT
CJ	CONSTRUCTION JOINT	GA	GUAGE	R	RADIUS
CL	CENTER LINE	HP	HIGH POINT	REBAR	REINFORCING STEEL BARS
CMU	CONCRETE MASONRY UNIT	HWL	HIGH WATER LINE	RIM	RIM ELEVATION
COORD	COORDINATE	INV	INVERT ELEVATION	ROW	RIGHT-OF-WAY
CONT	CONTINUOUS	LF	LINEAR FEET (FOOT)	SIM	SIMILAR
DEMO	DEMOLITION	LP	LOW POINT	SST	STAINLESS STEEL
DIA	DIAMETER	MAX	MAXIMUM	TOC	TOP OF COLUMN
DI	DRAIN INLET	MHW	MEAN HIGH WATER	T.W.	TOP OF WALL
EA	EACH	MIN.	MINIMUM	T.S.	TOP OF STEP
EJ	EXPANSION JOINT	NWL	NATURAL WATER LINE	T.C.	TOP OF CURB
EQ	EQUAL	NIC	NOT IN CONTRACT	WWF	WELDED WIRE FABRIC
				YD	YARD DRAIN

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AdventHealth Winter Garden
MOB Development

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DOCUMENT CHANGES

Description	Date

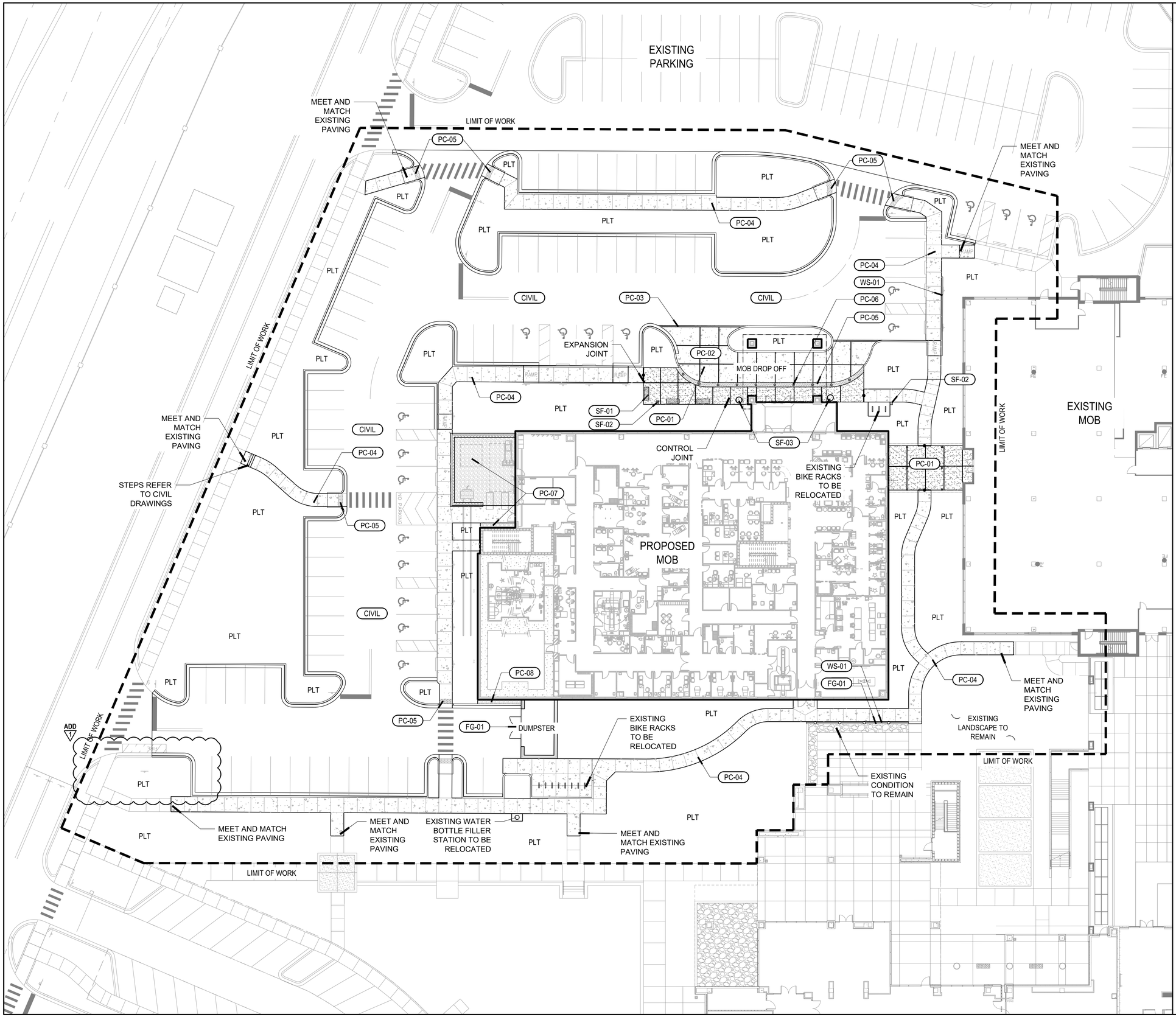
Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	217125
Drawn By AW	Checked By JYP

Drawing Title

HARDSCAPE NOTES

Sheet Number

L3-0-01



LEGEND

SEE FINISH SCHEDULE L3-5-01 FOR SPECIFICATIONS

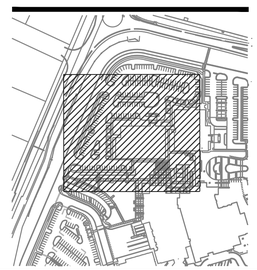
SYMBOL	DESCRIPTION
PC-01	EXPOSED AGGREGATE INTEGRAL COLORED CONCRETE PAVING
PC-02	VEHICULAR RATED EXPOSED AGGREGATE INTEGRAL COLORED CONCRETE PAVING
PC-03	VEHICULAR RATED CONCRETE RIBBON CURB
PC-04	STANDARD CONCRETE PAVING
PC-05	ADA TRUNCATED DORM CONCRETE PAVER
PC-06	BOLLARD
PC-07	GRAVEL PAVING
WS-01	CIP CONCRETE RETAINING WALL
FG-01	RAILING
SF-01	BENCH
SF-02	TRASH RECEPTACLE
SF-03	PLANTER
CIVIL	REFER TO CIVIL DRAWINGS
	CONTROL JOINT
	EXPANSION JOINT

NORTH

1"=20'-0"

0 10' 20' 40' 60'

KEY MAP



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DOCUMENT CHANGES

Description	Date
ADD 01	02/04/25

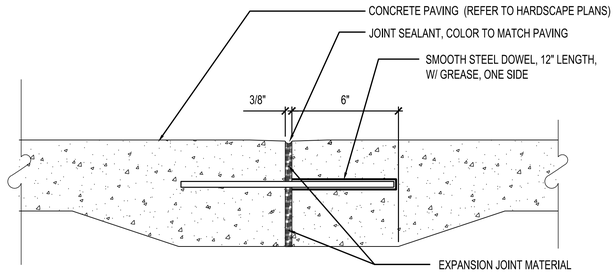
Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	217125
Drawn By	AW
Checked By	JYP

Drawing Title

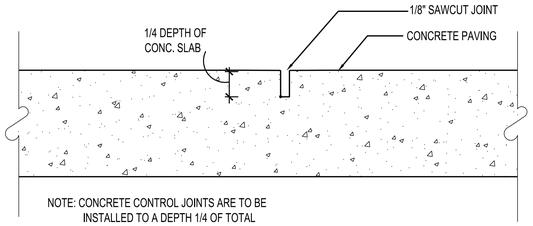
HARDSCAPE PLAN

Sheet Number

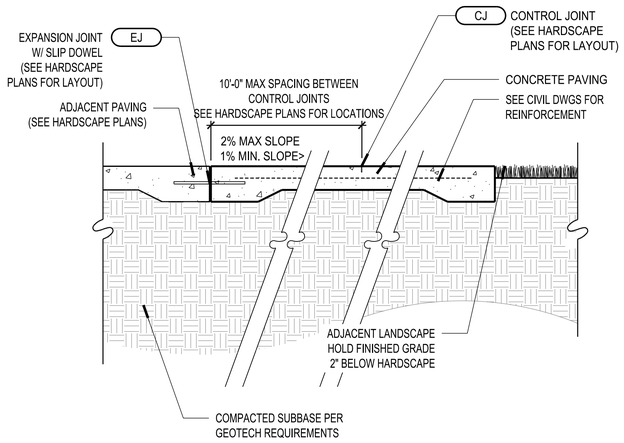
L3-1-01



1 EXPANSION JOINT (EJ) W/ GREASED DOWEL (TYP.)
SECTION SCALE: 3" = 1'-0"

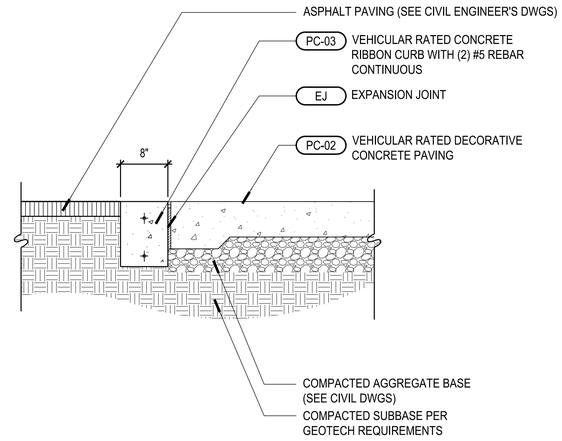


2 CONTROL JOINT (CJ) (TYP.)
SECTION SCALE: 3" = 1'-0"

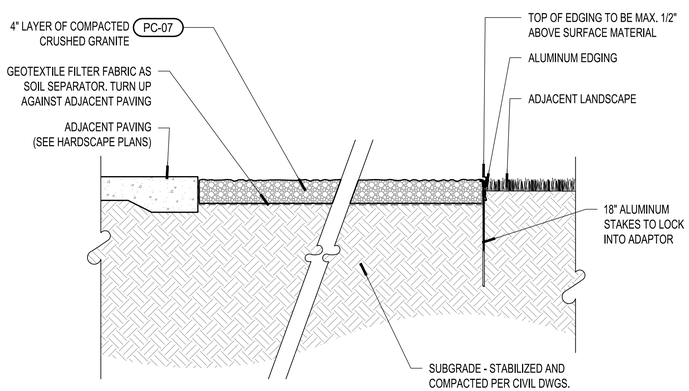


NOTE: CONCRETE PAVING THICKNESS VARIES.
SEE HARDSCAPE PLANS.
SEE FINISH SCHEDULE FOR ADDITIONAL SPECIFICATIONS.

3 PC-01/ PC-04 TYPICAL CONCRETE PAVING
SECTION 1"=1' - 0"



4 PC-02/ PC-03 ASPHALT TO VEHICULAR PAVING
SECTION SCALE: 1" = 1'-0"



5 PC-07 COMPACTED GRAVEL PAVING (TYP.)
SECTION SCALE: 1" = 1'-0"

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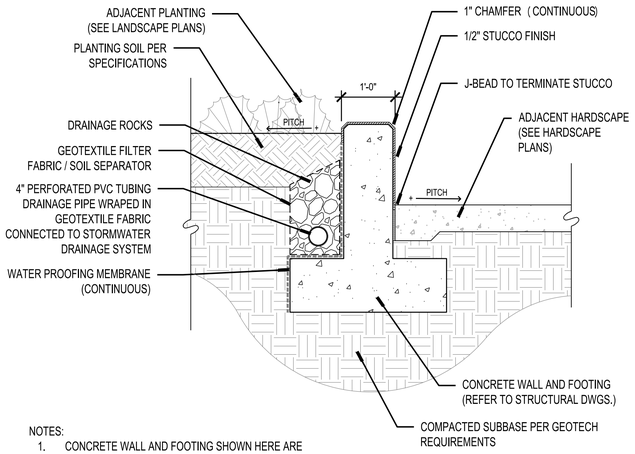
Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	217125
Drawn By	AW
Checked By	JYP

Drawing Title

HARDSCAPE DETAILS

Sheet Number

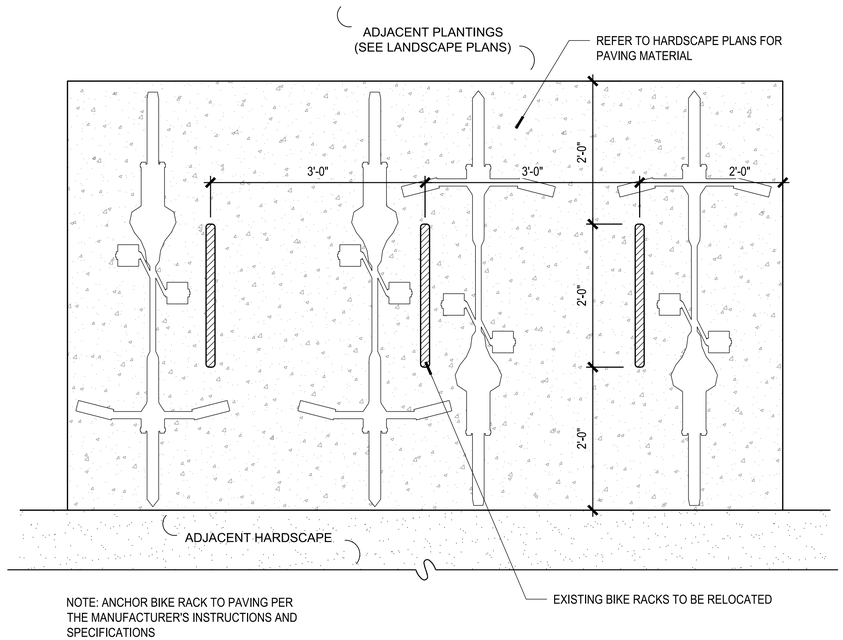
L3-4-01



NOTES:
1. CONCRETE WALL AND FOOTING SHOWN HERE ARE FOR REFERENCE ONLY (SEE STRUCTURAL DWGS.)
2. SEE CIVIL'S GRADING PLANS FOR WALL HEIGHT AND FLAT WORK ELEVATIONS.

1 WS-01 - RETAINING WALL (TYP.)

SECTION SCALE: 3/4" = 1'-0"

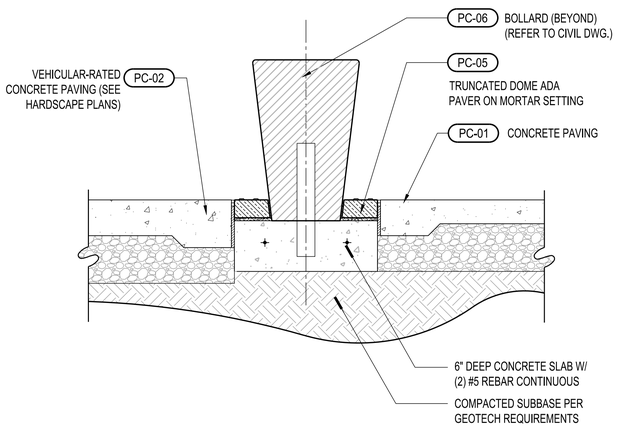


NOTE: ANCHOR BIKE RACK TO PAVING PER THE MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS

2 TYPICAL BIKE RACK LAYOUT

PLAN SCALE: 1" = 1'-0"

NOTES:
1. SEE HARDSCAPE PLANS FOR PATTERN DETAILS.
2. TRANSITIONS BETWEEN PAVER BANDING AND ADJACENT CONCRETE PAVING ARE NO GREATER THAN 1/4".



3 PC-05 - TRUNCATED DOME ADA PAVERS

SECTION 1"=1' - 0"

WAUSAU TILE

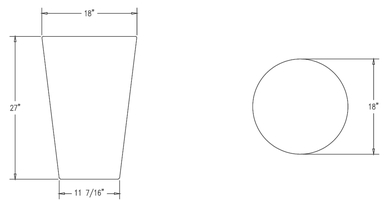
WS605

Tapered Concrete Bollard

Product Data

Size	18" dia x 27" h
Weight	425 lbs
Material	Reinforced Concrete
Anchoring	Option A - (4) 1/2" Threaded Inserts Option B - 4" dia x 14" Core
Sealed	Factory Sealed





ELEVATION VIEW TOP VIEW

Site Furnishings Limited Warranty:
For a period of two (2) years for concrete products, one (1) year for plastic products and five (5) years for metal products when the customer has received their product, Wausau Tile, Inc. warrants its concrete products against defects in workmanship and materials per industry standards. This warranty does not cover the above products for cracking and faulting caused by settling due to an improper base; nor does it cover damage caused by impact, vandalism or natural disaster.

CALL FOR FURTHER DETAILS & PRICING.

P: 800.388.8728 | E: wtile@wausautile.com | WAUSAUTILE.COM 1.15.21

NOTE: DETAIL PROVIDED FOR REFERENCE ONLY.

4 PC-06 BOLLARD

PLAN SCALE: N.T.S.

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AdventHealth Winter Garden MOB Development

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DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	217125
Drawn By AW	Checked By JYP

Drawing Title

HARDSCAPE DETAILS

Sheet Number

L3-4-02

PC - PAVING / CURBS

SYMBOL		ITEM	DETAIL	DESCRIPTION	SOURCE	NOTES
PC-01		EXPOSED AGGREGATE INTEGRAL COLORED CONCRETE PAVING (4" THICKNESS)	3/ L3-4-01	#89 WASHED LIMEROCK/GRANITE BLENDED AGGREGATE, NATURAL GRAY CEMENT, COLOR: MESSA BEIGE (C-12), FINISH: RETARD #25, SEALER: MATT FINISH, COLOR AND AGGREGATE MIX SUBJECT TO CHANGED UPON MOCK UP APPROVAL	SCOFIELD www.usa.sika.co	SUBMIT 5' X 5' MOCKUP
PC-02		VEHICULAR RATED EXPOSED INTEGRAL COLORED AGGREGATE CONCRETE PAVING (6" THICKNESS)	4/ L3-4-01	#57 WASHED LIMEROCK/GRANITE BLENDED AGGREGATE, NATURAL GRAY CEMENT, COLOR: MUSKY MULBERRY, FINISH: RETARD #50, SEALER: MATT FINISH, COLOR AND AGGREGATE MIX SUBJECT TO CHANGED UPON MOCK UP APPROVAL	SCOFIELD www.usa.sika.co	SUBMIT SAMPLE FOR APPROVAL
PC-03		VEHICULAR RATED CONCRETE RIBBON CURB	4/ L3-4-01	NATURAL GRAY CEMENT, BROOM FINISH	LOCAL SUPPLIER	SUBMIT 5' LF MOCKUP
PC-04		STANDARD CONCRETE PAVING (4" THICKNESS)	3/ L3-4-01	SEE CIVIL DRAWINGS.	LOCAL SUPPLIER	SUBMIT 5' X 5' MOCKUP
PC-05		ADA TRUNCATED DORM CONCRETE PAVER ON 6" THICK CONCRETE SLAB	3/ L3-4-02	12" x 12", 3" THICK, COLOR: A-90	WAUSAU TILE www.wausautile.com	SUBMIT SAMPLE FOR APPROVAL
PC-06		BOLLARD	4/ L3-4-02	MODEL: TF6047, 12"DIA. X 40"H	WAUSAU TILE www.wausautile.com	SUBMIT SAMPLE AND CUTSHEETS FOR APPROVAL
PC-07		GRAVEL PAVING	5/ L3-4-01	#57 CRUSHED GRANITE (WASHED STONE) OVER SOIL SEPARATOR FABRIC	LOCAL SUPPLIER	SUBMIT SAMPLES

WS - WALLS / STAIRS

SYMBOL		ITEM	DETAIL	DESCRIPTION	SOURCE	NOTES
WS-01		CIP CONCRETE RETAINING WALL	1/ L3-4-02	STUCCO FINISH (FINE SAND TEXTURE), COLOR TO MATCH ARCHITECTURAL FINISH	LOCAL SUPPLIER	SUBMIT COLOR SAMPLE FOR APPROVAL

FG - FENCES & GATES

SYMBOL		ITEM	DETAIL	DESCRIPTION	SOURCE	NOTES
FG-01		RAILING		POWDER COATED ALUMINUM PICKET RAILING REFURBISH EXISTING RAILING	EXISTING RAILING	

SF - SITE FURNISHING

SYMBOL		ITEM	DETAIL	DESCRIPTION	SOURCE	NOTES
SF-01		BENCH		MODEL: MULTIPLICITY, BENCH STRAIGHT BACKLESS, SURFACE MOUNT, IPE WOOD, ANODIZED ALUMINUM FINISH	LANDSCAPE FORM WWW.LANDSCAPEFORMS.COM	SUBMIT CUTSHEETS
SF-02		TRASH RECEPTACLE		MODEL: MULTIPLICITY, DOUBLE UNIT LITTER, STANDARD WASTE OPENING, SURFACE MOUNT	LANDSCAPE FORM WWW.LANDSCAPEFORMS.COM	SUBMIT CUTSHEETS
SF-03		FRP ROUND PLANTER		MODEL: URBAN COLLECTION US-2400, 24"DIA X 27" HEIGHT	TOURNESOL SITEWORKS WWW.TOURNESOLSITEWORKS.COM	SUBMIT CUTSHEETS

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FINISH SCHEDULE

Sheet Number

L3-5-01

GENERAL NOTES:

1. PRIOR TO PLANTING INSTALLATION, THE CONTRACTOR SHALL CONFIRM THE AVAILABILITY OF ALL THE SPECIFIED PLANT MATERIALS. THE CONTRACTOR SHALL SUBMIT DATED PHOTOGRAPHS OF ALL PLANT MATERIAL NOT TAGGED BY THE OWNERS REPRESENTATIVE TO THE OWNERS REPRESENTATIVE FOR REVIEW PRIOR TO DELIVERY OF MATERIALS TO THE PROJECT. ALL PHOTOGRAPHS OF TREES AND PALMS SHALL HAVE A MEASURING DEVICE AND PERSON IN THE PHOTO FOR SCALE. NURSERY SOURCE, HEIGHT, WIDTH AND CALIPER OF PLANT MATERIAL SHALL BE INCLUDED WITH THE PHOTOGRAPH.
2. THE PLANT MATERIAL QUANTITIES SHOWN IN THE CONTRACT DOCUMENTS ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT MATERIAL QUANTITIES AND NOTIFYING THE OWNERS REPRESENTATIVE OF ANY DISCREPANCIES FOR CLARIFICATION PRIOR TO THE AWARD OF CONTRACT AND COMMENCEMENT OF WORK.
3. THE OWNERS REPRESENTATIVE SHALL HAVE THE RIGHT AT ANY STAGE OF THE OPERATION TO REJECT ANY PLANT MATERIALS THAT DO NOT COMPLY WITH THE REQUIREMENTS AS SPECIFIED HEREIN AND REQUIRE THE CONTRACTOR TO REPLACE THE REJECTED MATERIAL WITH MATERIAL MEETING THE SPECIFICATIONS. MAINTENANCE OF REPLACED MATERIAL SHALL CONTINUE UNTIL FINAL ACCEPTANCE.
4. THE OWNERS REPRESENTATIVE MAY ADJUST THE LOCATIONS OF THE PLANT MATERIAL SHOWN ON THE PLANS TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS OR TO ACCOMPLISH DESIGN INTENT.
5. NO PLANT MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF THE OWNERS REPRESENTATIVE.
6. THE INSTALLATION OF ALL PLANT MATERIALS SHALL COMPLY WITH THE CODES, STANDARDS, REGULATIONS REQUIREMENTS AND ORDINANCES OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE WORK.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR THIS WORK PRIOR TO THE START OF CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND BEAR ALL COSTS RELATED TO THE TESTING OF EXISTING SOILS, PREPARED PLANTING MIXES AND AMENDMENTS.
9. THE CONTRACTOR SHALL PROTECT ALL PLANT MATERIAL TO REMAIN. THE CONTRACTOR SHALL INSTALL AND/OR MAINTAIN BARRICADES AS DETAILED ON THE DRAWINGS AND AS OUTLINED IN THE DEMOLITION/SITE CLEARING NOTES.
10. THE CONTRACTOR SHALL REFER TO THE GENERAL, FINE GRADING AND HARDSCAPE NOTES, SPECIFICATIONS AND THE CONTRACT DOCUMENTS PREPARED BY BUT NOT LIMITED TO ARCHITECTURAL, MEP, IRRIGATION, STRUCTURAL AND CIVIL ENGINEERING CONSULTANTS FOR ADDITIONAL REQUIREMENTS.
11. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE FOLLOWING:
    A. AMERICAN STANDARDS FOR NURSERY STOCK, ASNI Z60.1.
    B. FLORIDA GRADE NO. 1, FLORIDA DEPARTMENT OF AGRICULTURE GRADES AND STANDARDS FOR NURSERY PLANTS LATEST ADDITION.
12. PLANTS SHALL BE SYMMETRICAL AS IS TYPICAL FOR THEIR VARIETY AND SPECIES. THEY SHALL BE FREE FROM PLANT DISEASE, INSECTS OR THEIR EGGS.
13. NURSERY GROWN STOCK SHALL BE GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT.
14. ALL PLANT MATERIAL SIZES SPECIFIED ARE MINIMUM SIZES. HEIGHT AND SPREAD TAKE PRECEDENCE OVER CALIPER AND CONTAINER SIZES.
15. CONTAINER PLANTS SHALL HAVE BEEN GROWN IN A RIGID CONTAINER FOR A MINIMUM TIME AS FOLLOWS:
    A. TREES.....2 YEARS.
    B. SHRUBS....1 YEAR.
    C. GROUNDCOVERS....6 MONTHS.
16. ALL CONTAINER PLANTS SHALL HAVE ROOTS SUFFICIENTLY DEVELOPED TO HOLD THE SOIL TOGETHER WHEN REMOVED FROM ITS CONTAINER. NO PLANT MATERIAL SHALL BE BOUND TO THE CONTAINER NOR HAVE CIRCULAR ROOTS.
17. BALLED AND BURLAPPED PLANTS WILL NOT BE ACCEPTED WHEN THE ROOT BALL HAS BEEN CRACKED OR BROKEN.
18. PLANTS GROWN IN GROW BAGS ARE PROHIBITED.
19. SOD SHALL BE THE SPECIES AS CALLED FOR ON THE DRAWINGS. SOD SHALL BE WELL MATTED WITH HEAVY ROOT DEVELOPMENT AND FREE OF WEEDS, FUNGUS AND OTHER DISEASES.
20. SOD SHALL BE MACHINE CUT TO A COMMERCIAL SIZE WITH A UNIFORM THICKNESS OF 1-1/4 TO 1-1/2 INCH THICKNESS.

SOIL PREPARATION AND SOIL MIX NOTES:

1. PREPARED PLANTING MIX SHALL CONSIST OF THE FOLLOWING:
    A. TREES/SHRUBS/GROUNDCOVER.....70% CLEAN BUILDERS SAND, 30% TOPSOIL/PEAT MIX.
    B. PALMS.....90% CLEAN BUILDERS SAND, 10% TOPSOIL/PEAT MIX.
    C. ANNUALS.....50% CLEAN BUILDERS SAND, 25% PEAT, 25% VERMICULITE.
2. PREPARED PLANTING MIX FOR LANDSCAPE ON STRUCTURE SHALL CONSIST OF THE FOLLOWING:
    A. 20% CLEAN BUILDERS SAND, 30% PEAT, 30% RICE ROCK, 20% PERLITE.
3. THE COMPOSITION OF THE PREPARED PLANTING MIX MAY BE MODIFIED BASED ON RECOMMENDATIONS FROM THE SOIL TEST(S).
4. TOPSOIL SHALL BE NATURAL SURFACE SOIL, FERTILE, FRIABLE AGRICULTURAL SOIL FREE OF WEEDS WITH 4-6% ORGANIC MATTER, A PH OF 5.5 TO 6.5 AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH.
5. EXISTING SOIL MAY BE SUBSTITUTED FOR TOPSOIL AND/OR SAND BASED ON THE RESULTS OF THE SOIL TEST(S).
6. PEAT SHALL BE ORGANIC PEAT SUITABLE FOR HORTICULTURAL PURPOSES. PEAT SHALL BE SHREDDED WITH PIECES NO LARGER THAN ONE-HALF INCH (1/2") IN DIAMETER. PEAT SHALL HAVE A PH OF 4.5 TO 6.5 AND SHALL BE STERILIZED TO MAKE IT FREE OF WEEDS AND NEMATODES.
7. COMPOSTED ORGANICS SHALL BE WOOD SHAVINGS, PINE BARK, GREEN WASTES OR CLEAN AGRICULTURAL WASTES, WELL-ROTTED AND SCREENED THROUGH A ONE-HALF INCH (1/2") SCREEN.
8. COMPONENTS OF THE PREPARED PLANTING MIX SHALL BE BLENDED OUTSIDE OF THE PLANTING BEDS. THE CONTRACTOR SHALL SUBMIT A 2-GALLON SAMPLE TO A CERTIFIED SOILS TEST LABORATORY FOR ANALYSIS. BASED ON THE LABORATORY ANALYSIS THE CONTRACTOR SHALL APPLY SOIL AMENDMENTS AS NECESSARY TO ADJUST THE PREPARED PLANTING MIX TO MEET THE FOLLOWING REQUIREMENTS:
    A. PH VALUE BETWEEN 5.5 AND 6.6.
    B. ORGANIC MATTER CONTENT BETWEEN 5% AND 10% OF TOTAL DRY WEIGHT.
    C. NITROGEN 5% AVERAGE OF OF ORGANIC MATTER.
    D. PHOSPHORUS 0.05% AVERAGE OF TOTAL SOIL CONTENT.
    E. POTASSIUM 1.2% AVERAGE OF TOTAL SOIL CONTENT.
9. FERTILIZER FOR PLANT MATERIALS SHALL BE AS FOLLOWS:
    A. PALMS.....13-3-13 PLUS MINOR ELEMENTS-SLOW RELEASE. 1/2 LB. FERTILIZER PER 1/2 CALIPER INCH.
    B. TREES..... 8-6-6 PLUS MINOR ELEMENTS-SLOW RELEASE. 1/2 LB. FERTILIZER PER 1/2 CALIPER INCH.
    C. SHRUBS/GROUNDCOVERS.....8-10-10 PLUS MINOR ELEMENTS-SLOW RELEASE. 1/2 LB. FERTILIZER PER 100 SQ. FT.
    D. LAWNS.....16-4-8 PLUS MINOR ELEMENTS-SLOW RELEASE. 1LB. FERTILIZER PER 1,000 SQ. FT.
    E. ENDO AND ECTOMYCORRIZAL INOCULANTS.....DIE HARD OR OWNERS REPRESENTATIVE APPROVED EQUAL.
    F. ANTI-DESICCANT.....WILT-PRUF OR OWNERS REPRESENTATIVE APPROVED EQUAL.
10. ALL FERTILIZERS SHALL BE MANUFACTURED FROM QUALITY MATERIALS, FREE FROM IMPURITIES AND SHALL MEET RECOGNIZED STANDARDS FOR EFFECTIVENESS.
11. ALL FERTILIZERS SHALL BE FREE FLOWING AND SUITABLE FOR APPLICATION WITH APPROVED EQUIPMENT.
12. ALL FERTILIZER SHALL BE DELIVERED TO THE SITE IN CONTAINERS, EACH FULLY LABELED CONFORMING TO APPLICABLE STATE FERTILIZER LAWS AND BEARING THE GRADE AND TRADE NAME OF THE PRODUCER.
13. AFTER ROUGH GRADING HAS BEEN COMPLETED ONE SAMPLE OF EXISTING SOIL PER 5,000 SQ. FT. OF LANDSCAPE AREAS SHALL BE SUBMITTED TO A CERTIFIED SOILS TESTING LABORATORY FOR ANALYSIS AS TO THE SUITABILITY OF THE EXISTING SOIL TO MEET THE REQUIREMENT OF THE PREPARED PLANTING MIX.
14. SOIL SAMPLES SHALL BE TAKEN TO A DEPTH OF TWENTY-FOUR INCHES (24").
15. SHOULD TEST RESULTS INDICATE THAT THE EXISTING SOILS DO NOT FALL WITHIN THE REQUIREMENS FOR PREPARED PLANTING MIX THE CONTRACTOR SHALL:
    A. SUBMIT TO THE OWNERS REPRESENTATIVE FOR APPROVAL AN AMENDED PLANTING MIX ALONG WITH RECOMMENDATION FOR ORGANIC MATERIALS, FERTILIZERS AND/OR OTHER MATERIALS FOUND NECESSARY TO ASSURE OPTIMUM PLANT GROWTH. PROPOSED REVISIONS SHALL INCLUDE METHODOLOGY FOR INCORPORATING THE AMENDMENTS TO A DEPTH OF TWENTY-FOUR INCHES (24"), ANY RECOMMENDED REVISIONS SHALL BE APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF THE AMENDED PLANTING MIX.....OR
    B. EXCAVATE LANDSCAPE BEDS CONTAINING NONCOMPLIANT EXISTING SOILS TO A DEPTH OF 24 INCHES (24") AND BACKFILL WITH PREPARED PLANTING MIX AS SPECIFIED. PREPARED PLANTING MIX SHALL BE PLACED AND COMPACTED TO 80% STANDARD PROCTOR IN TWELVE INCH (12") LIFTS.
16. EXISTING SOILS MAY BE USED IN EITHER THE PREPARED OR AMENDED PLANTING MIXES AS DETERMINED BY THE SOIL TEST RECOMMENDATIONS.
17. EXCAVATED SOIL MAY BE USED FOR ONSITE FILL IF IT COMPLIES WITH GEOTECHNICAL REQUIREMENTS.
18. SUBMITTALS:
    A. RESULTS OF SOILS TESTS INCLUDING CONTENT/MIX ANALYSIS AND AMENDMENT RECOMMENDATIONS.
    B. CERTIFICATION THAT PREPARED AND/OR AMENDED PLANTING MIX MEETS REQUIREMENTS.
    C. LITERATURE AND PROPOSED APPLICATION RATES FOR SOIL AMENDMENTS, HERBICIDES AND STERILIZERS.

PLANTING NOTES:

1. PRIOR TO THE INSTALLATION OF PLANT MATERIALS, THE CONTRACTOR SHALL CONFIRM IN WRITING TO THE OWNERS REPRESENTATIVE THAT THE FINISHED GRADES IN ALL AREAS WHERE PLANT MATERIALS ARE TO BE INSTALLED CONFORM TO THE PROPOSED GRADES NOTED ON THE GRADING PLANS.
2. PLANTING SHALL NOT COMMENCE UNTIL IRRIGATION HAS BEEN INSTALLED AND IS OPERATIONAL. TREES MAY BE INSTALLED PRIOR TO THE INSTALLATION OF IRRIGATION PROVIDED THAT A HAND WATERING SCHEDULE IS SUBMITTED TO AND APPROVED BY THE OWNERS REPRESENTATIVE.
3. THE CONTRACTOR SHALL SUBMIT WEED CONTROL PRODUCTS THAT DO NOT INCLUDE GLYPHOSATE. PROTECT EXISTING PLANTS TO REMAIN FROM OVERSPRAY. DO NOT APPLY WITHIN ROOT ZONES OF EXISTING PLANT MATERIAL TO REMAIN. CONTRACTOR TO ENSURE TOTAL WEED ERADICATION PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. CONTRACTOR SHALL CONFIRM THAT ALL ORGANICS, SOD, WEEDS, ROOTS AND DEBRIS HAVE BEEN REMOVED TO A DEPTH OF 12 INCHES FROM ALL AREAS WHERE PLANT MATERIALS ARE TO BE INSTALLED. ALL PAVEMENT AND PAVEMENT BASE MATERIAL SHALL BE REMOVED COMPLETELY IN ALL AREAS WHERE PLANT MATERIALS ARE TO BE INSTALLED.
5. ANY DEPRESSIONS OR EXCAVATIONS BELOW THE APPROVED FINISHED GRADES CREATED FOR OR BY THE REMOVAL OF SUCH OBJECTS SHALL BE REFILLED WITH CLEAN COARSE SAND AND COMPACTED TO A DENSITY CONFORMING TO THE SURROUNDING GROUND.
6. THE CONTRACTOR SHALL PAINT THE OUTLINE OF EACH SHRUB AND GROUNDCOVER BED AND STAKE THE LOCATION OF ALL TREES/PALMS FOR APPROVAL OF THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.
7. TREE/PALM PITS SHALL BE TESTED FOR VERTICAL DRAINAGE BY FILLING WITH WATER TWICE IN SUCCESSION. CONDITIONS PERMITTING THE RETENTION OF MORE THAN 6 INCHES OF WATER IN 1 HOUR SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS REPRESENTATIVE. THE CONTRACTOR SHALL SUBMIT A WRITTEN PROPOSAL FOR CORRECTION OF SUCH CONDITIONS BEFORE PROCEEDING WITH INSTALLATION.
8. UNIFORMLY APPLY REQUIRED AMENDMENTS TO AREAS TO RECEIVE SOD AND CULTIVATE BY MECHANICAL TILLING INTO THE TOP 6 INCHES OF SOIL.
9. AREAS TO RECEIVE SOD SHALL BE GRADED TO LEVEL OUT ALL UNDULATIONS OR IRREGULARITIES IN THE SURFACE RESULTING FROM TILLAGE, FERTILIZING OR OTHER OPERATIONS. THE RESULTING SURFACE SHALL BE ROLLED WITH THE RESULTING GRADE TO BE NO HIGHER THAN THE ADJACENT PAVING OR OTHER GRADE ELEMENTS AFTER SOD HAS BEEN INSTALLED.
10. PLANTING BEDS SHALL THEN BE FINE GRADED TO A SMOOTH AND EVEN SURFACE ASSURING POSITIVE DRAINAGE AWAY FROM STRUCTURES AND ELIMINATING ANY DEPRESSIONS WHICH MAY COLLECT WATER.
11. "SURFLAN" OR OWNER REPRESENTATIVE APPROVED EQUAL PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANTING BEDS IN ACCORDANCE WITH THE MANUFACTURES RECOMMENDED RATE.

PLANTING NOTES: (cont.)

12. ALL PLANT PITS SHALL BE EXCAVATED TO A WIDTH AND DEPTH AS INDICATED ON THE DRAWINGS.
13. PLANT MATERIALS SHALL BE CENTERED IN THEIR PITS, FACED FOR BEST EFFECT AND SET PLUMB FOR BACKFILLING.
14. SHRUB/GROUNDCOVER PLANTINGS SHOWN IN MASS PLANTING BEDS SHALL BE PLACED ON A TRIANGULAR SPACING CONFIGURATION. SEE DRAWINGS FOR TRIANGULAR SPACING DETAIL AND PLANT MATERIAL LIST FOR ON-CENTER PLANT SPACING.
15. BALLED AND BURLAPPED PLANTS SHALL HAVE THE BURLAP, STRINGS, STRAPS AND WIRE CAGES REMOVED FROM THE TOP 1/3 OF THE ROOT BALL.
16. PLACE BACKFILL IN PLANT PITS IN LAYERS NOT TO EXCEED 1/3 THE DEPTH OF THE ROOT BALL AND TAMP FIRMLY IN PLACE. PRIOR TO PLACING THE FINAL LAYER, THE PIT SHALL BE FILLED WITH WATER AND THE SOIL ALLOWED TO SETTLE.
17. AFTER SETTLEMENT THE CROWN OF THE ROOT BALL SHALL BE ABOVE FINISHED GRADE AS INDICATED ON THE DRAWINGS. PLANTS WITH ROOT BALLS SET BELOW INDICATED HEIGHTS WILL BE REQUIRED TO BE REMOVED AND REPLANTED.
18. TREES/PALMS SHALL BE STAKED ACCORDING TO THE DETAILS ON THE DRAWINGS.
19. MULCH AS DESIGNATED ON THE DRAWINGS SHALL BE PLACED THROUGHOUT ALL PLANTING AREAS.
20. NO MULCH SHALL BE PLACED OVER SHRUB/GROUNDCOVER ROOT BALLS OR WITHIN 4" OF TREE OR PALM TRUNKS.
21. SOD SHALL BE PLACED WITH STAGGERED BUTT TIGHT JOINTS. THERE SHALL BE NO VOIDS OR OVERLAPPING OF EDGES BETWEEN SOD PIECES.
22. SOD SHALL BE ROLLED IMMEDIATELY AFTER BEING PLACED. CLEAN BUILDERS' SAND SHALL BE USED TO FILL ANY RESULTING VOIDS OR UNEVENNESS IN THE SOD SURFACE. ANY AREAS REQUIRING EXCESSIVE TOP-DRESSING SHALL HAVE THE SOD REMOVED, THE AREA REGRADED AND RE-SODDED.
23. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS AND/OR SPECIFICATIONS FOR ADDITIONAL PLANTING INSTRUCTIONS.

POST PLANTING NOTES :

1. MAINTENANCE:
    A. DURING THE PROJECT WORK PERIOD PRIOR TO SUBSTANTIAL COMPLETION ACCEPTANCE, THE CONTRACTOR SHALL MAINTAIN ALL PLANT MATERIAL.
    B. MAINTENANCE DURING THE WORK PERIOD PRIOR TO THE SUBSTANTIAL COMPLETION ACCEPTANCE SHALL CONSIST OF WATERING, CULTIVATING, WEEDING, MULCHING, REMOVAL OF DEAD MATERIAL, REPAIRING/TIGHTENING OF STAKES AND GUYS, RESETTING PLANTS TO PROPER GRADES AND UPRIGHT POSITION AND FURNISHING AND APPLYING SUCH SPRAYS AS NECESSARY TO KEEP PLANT MATERIAL REASONABLY FREE OF DAMAGING INSECTS AND DISEASE.
    C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING ALL PLANT MATERIAL AS REQUIRED TO SUPPLEMENT IRRIGATION AND RAINFALL IN ORDER TO ENSURE PLANT MATERIAL ESTABLISHMENT.
2. SUBSTANTIAL COMPLETION ACCEPTANCE:
    A. UPON WRITTEN NOTICE FROM THE CONTRACTOR, THE OWNERS REPRESENTATIVE SHALL REVIEW THE WORK AND DETERMINE IF THE WORK IS SUBSTANTIALLY COMPLETE.
    B. FOR THE PURPOSE OF ACCEPTANCE ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, UNDAMAGED, FREE OF WEEDS AND DISEASE, AND EXHIBITING EVIDENCE OF ESTABLISHING NEW ROOTS. PLANT MATERIAL DEEMED UNACCEPTABLE SHALL BE REMOVED AND REPLACED.
    C. THE DATE OF SUBSTANTIAL COMPLETION OF THE PLANTING SHALL BE THE DATE WHEN THE OWNERS REPRESENTATIVE ACCEPTS IN WRITING THAT ALL WORK RELATED TO PLANTING IS COMPLETE.
3. WARRANTY:
    A. ALL PLANT MATERIAL SHALL BE WARRANTED IN WRITING BY THE CONTRACTOR FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF WRITTEN NOTIFICATION OF SUBSTANTIAL COMPLETION . REPLACEMENT OF PLANT MATERIAL DURING THE WARRANTY PERIOD SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL HAVE THE SAME WARRANTY PERIOD OF ONE (1) YEAR FROM DATE OF REPLACEMENT.

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DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	217125
Drawn By AW	Checked By JYP

Drawing Title

PLANTING NOTES

Sheet Number

L5-0-01

EXISTING PARKING

LIMIT OF WORK

LIMIT OF WORK

PROPOSED MOB

MOB DROP OFF

EXISTING MOB

LIMIT OF WORK

EXISTING LANDSCAPE TO REMAIN

EXISTING LANDSCAPE TO REMAIN

DUMPSTER

LIMIT OF WORK

LIMIT OF WORK

ADD

NO PARKING

RAMP

PE

TC

QV-4

LIM

TI

LJ

PDX-16

LCX-14

LCX-16

LCX-12

SPX-8

SPX-10

SPX-12

SPX-16

SPX-18

SPX-14

UCA

ILAE

LIN

FS-1

6UD

9UD

LEGEND

TREES / PALMS

- CANOPY / OAK TREE
- CANOPY / MEDIUM TREE
- ACCENT / FLOWERING TREES
- EVERGREEN TREES / SMALL TREES
- MEDIUM PALMS / SPECIMEN PALMS
- SMALL PALMS / SPECIMEN PALMS
- EXISTING TREES TO REMAIN
- EXISTING PALMS TO REMAIN

SHRUBS / GROUNDCOVERS

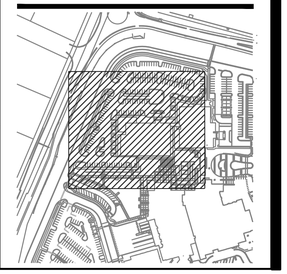
- SHRUBS
- GROUNDCOVERS
- ORNAMENTAL GRASSES
- SOD
- LANDSCAPE GRAVEL- WASHED RIVER ROCK SIZE RANGED FROM 1" TO 3"
- POM-1

NORTH

1"=20'-0"

0 10' 20' 40' 60'

KEY MAP



edsa

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ADD 01	02/04/25

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Drawn By AW	Checked By JYP

Drawing Title

TREE PLAN

Sheet Number

L5-1-01

EXISTING PARKING

LIMIT OF WORK

ROC 37
LACG 34
LACG 28
LISS 60
RHI 100
DIT 60
PLA 33
TUV 159
LISS 76
PLA 59
DIT 14
DIT 70
ZAP 44
RHI 253
LIMS 113
PHX 35
LIMS 23
LIMS 41
NEE 107
LIMS 52
TUV 182
PLA 16
LIMS 75
RHF 49
COV 12
PHX 20
LIMS 32
COV 11
MOB DROP OFF
LIMS 36
PHX 8
RHF 43
PHX 4
REX 11
RHF 52
EXISTING MOB
VIS 72
ROC 38
ZAP 63
AGA 91
AGA 35
LIMS 42
COV 33
RHSC 23
SCA 44
SCAT 90
PHX 35
ALZ 24
ALZ 23
RHF 31
RHF 33
RHF 47
POM-1 8
RHI 52
RHI 52
ZAP 34
LISS 5
HAPC 6
REX 13
REX 12
SCAT 41
ALZ 21
PROPOSED MOB
ZOY 1,886.10 ft²
GAG 138
VIS 43
LISS 46
HAPC 50
ALZ 20
PHX 39
RHF 18
NEE 107
PLA 41
LISS 25
REX 7
NEE 79
POM-1 7
RHI 66
RHF 29
REX 15
RHF 38
AGA 53
RHI 15
NEE 125
RHSC 86
NEE 73
EXISTING LANDSCAPE TO REMAIN
ADD 1
ROC 74
PLA 27
NEE 159
NEE 36
RHI 57
RHI 41
LACG 39
LACG 40
AGA 61
DUMPSTER
RHI 15
RHI 62
NEE 48
ILVS 28
ROC 46
ZOY 313.36 ft²
PLA 37
PLA 24
PLA 23
RHI 71
SCAT 122
RHF 59
NEE 51
LIMIT OF WORK
ROC 58
PESA 36
DIT 143
RHI 53
DIT 167
PESA 50
PLA 15

LEGEND

TREES / PALMS

- CANOPY / OAK TREE
- CANOPY / MEDIUM TREE
- ACCENT / FLOWERING TREES
- EVERGREEN TREES / SMALL TREES
- MEDIUM PALMS / SPECIMEN PALMS
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- EXISTING TREES TO REMAIN
- EXISTING PALMS TO REMAIN

SHRUBS / GROUNDCOVERS

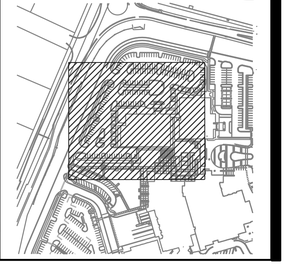
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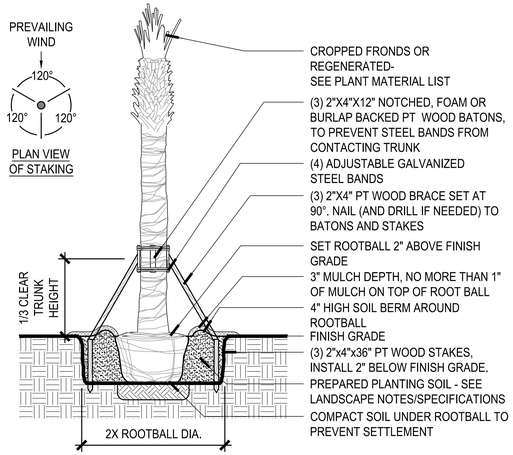
Issue Description	SITE AND LANDSCAPE
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Drawing Title

SHRUB PLAN

Sheet Number

L6-1-01



NOTE:

- CONTRACTOR TO STAKE LOCATION OF TREES FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

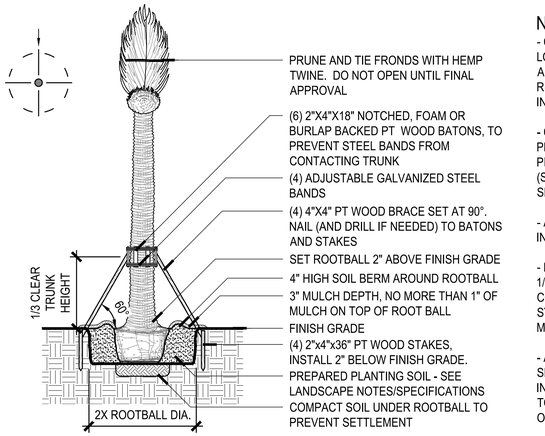
- CONTRACTOR TO ASSURE PERCOLATION IN ALL PLANTING PITS PRIOR TO INSTALLATION (SEE LANDSCAPE NOTES / SPECIFICATIONS).

- ALL TREES TO BE SET PLUMB IN PLANTING PIT.

- ALL WOOD BRACING MEMBERS SHALL BE STAINED PRIOR TO INSTALLATION. STAIN COLOR TO BE SELECTED BY OWNER OR OWNERS REPRESENTATIVE.

- FOR BOOTED TRUNK PALMS, TRUNKS SHALL HAVE CLEAN INTACT BOOTS FIRMLY ATTACHED TO THE PALM TRUNK. FOR SLICK TRUNK PALMS, TRUNK SHALL BE CLEAR AND FREE FROM DEFECTS AND SCARS.

1 PALM PLANTING: SABAL PALM
SCALE - NTS



NOTE:

- CONTRACTOR TO STAKE LOCATION OF TREES FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

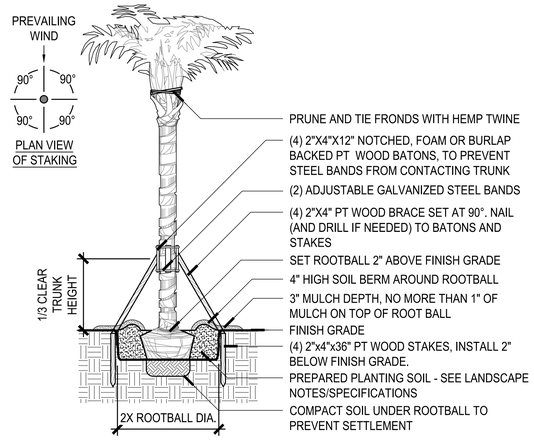
- CONTRACTOR TO ASSURE PERCOLATION IN ALL PLANTING PITS PRIOR TO INSTALLATION (SEE LANDSCAPE NOTES / SPECIFICATIONS).

- ALL TREES TO BE SET PLUMB IN PLANTING PIT.

- REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL. COMPLETELY REMOVE ANY SYNTHETIC WRAPPING MATERIALS.

- ALL WOOD BRACING MEMBERS SHALL BE STAINED PRIOR TO INSTALLATION. STAIN COLOR TO BE SELECTED BY OWNER OR OWNERS REPRESENTATIVE.

2 PALM PLANTING: SPECIMEN PALM
SCALE - NTS



NOTE:

- CONTRACTOR TO STAKE LOCATION OF TREES FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

- CONTRACTOR TO ASSURE PERCOLATION IN ALL PLANTING PITS PRIOR TO INSTALLATION (SEE LANDSCAPE NOTES / SPECIFICATIONS).

- ALL TREES TO BE SET PLUMB IN PLANTING PIT.

- REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL. COMPLETELY REMOVE ANY SYNTHETIC WRAPPING MATERIALS.

- ALL WOOD BRACING MEMBERS SHALL BE STAINED PRIOR TO INSTALLATION. STAIN COLOR TO BE SELECTED BY OWNER OR OWNERS REPRESENTATIVE.

3 PALM PLANTING: MEDIUM TRUNK PALM
SCALE - NTS

NOTE:

- ROOT BARRIER SHALL BE INSTALLED WHERE TREE ROOTBALL IS LOCATED WITHIN 8' OF PAVEMENT.

4 PARKING ISLAND PLANTING
SCALE - NTS

NOTE:

- CONTRACTOR TO STAKE LOCATION OF TREES FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

- CONTRACTOR TO ASSURE PERCOLATION IN ALL PLANTING PITS PRIOR TO INSTALLATION (SEE LANDSCAPE NOTES / SPECIFICATIONS).

- ALL TREES TO BE SET PLUMB IN PLANTING PIT.

- REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL. COMPLETELY REMOVE ANY SYNTHETIC WRAPPING MATERIALS.

5 TREE PLANTING: >7" CALIPER
SCALE - NTS

NOTE:

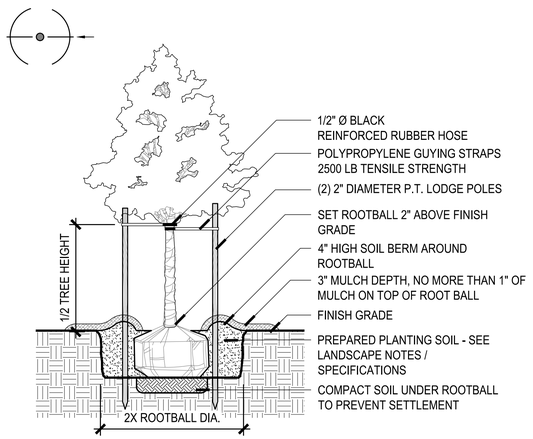
- CONTRACTOR TO STAKE LOCATION OF TREES FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

- CONTRACTOR TO ASSURE PERCOLATION IN ALL PLANTING PITS PRIOR TO INSTALLATION (SEE LANDSCAPE NOTES / SPECIFICATIONS).

- ALL TREES TO BE SET PLUMB IN PLANTING PIT.

- REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL. COMPLETELY REMOVE ANY SYNTHETIC WRAPPING MATERIALS.

6 TREE PLANTING: MULTI-TRUNK TREE
SCALE - NTS



NOTE:

- CONTRACTOR TO STAKE LOCATION OF TREES FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

- CONTRACTOR TO ASSURE PERCOLATION IN ALL PLANTING PITS PRIOR TO INSTALLATION (SEE LANDSCAPE NOTES / SPECIFICATIONS).

- ALL TREES TO BE SET PLUMB IN PLANTING PIT.

- REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL. COMPLETELY REMOVE ANY SYNTHETIC WRAPPING MATERIALS.

7 TREE PLANTING: <3" CALIPER
SCALE - NTS

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AdventHealth Winter Garden MOB Development

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DOCUMENT CHANGES

Description	Date

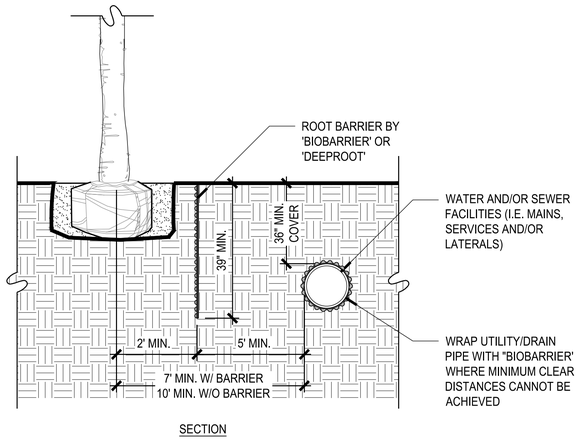
Issue Description	SITE AND LANDSCAPE		
Original Issue Date	12/17/24		
Project No	217125		
Drawn By	AW	Checked By	JYP

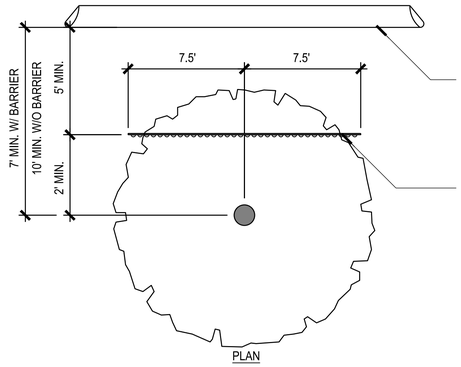
Drawing Title

PLANTING DETAILS

Sheet Number

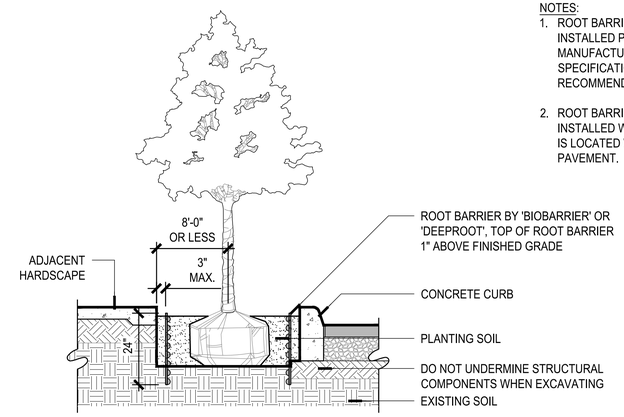
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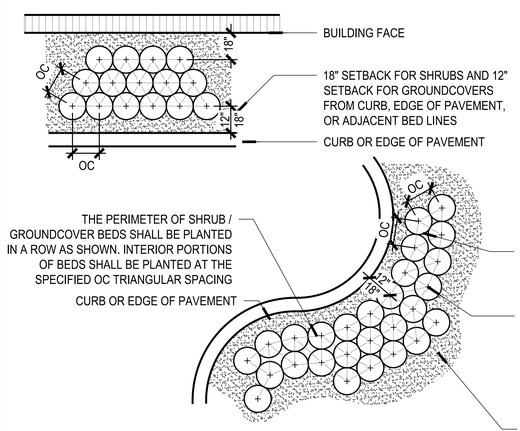
NOTES:
1. TREES/PALMS ARE TO BE INSTALLED WITH A MINIMUM TEN FOOT (10') SEPARATION FROM ANY PUBLIC WATER OR PUBLIC SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE/PALM SHALL BE INSTALLED WITH A ROOT BARRIER SYSTEM.
2. ROOT BARRIERS SHALL COMPLY WITH ALL REQUIREMENTS OF THE MUNICIPALITY WITHIN WHICH THEY ARE LOCATED AS WELL AS WITH ANY REQUIREMENTS OF THE UTILITY HOLDER OF THE AFFECTED UTILITIES. IN THE EVENT THAT CONFLICTING REQUIREMENTS EXIST BETWEEN THIS ROOT BARRIER DETAIL AND THE MUNICIPALITY/UTILITY HOLDER REQUIREMENTS, THE MORE STRINGENT OF THE REQUIREMENTS SHALL BE APPLICABLE.

1 TYPICAL ROOT BARRIER AT UTILITY
SCALE - NTS



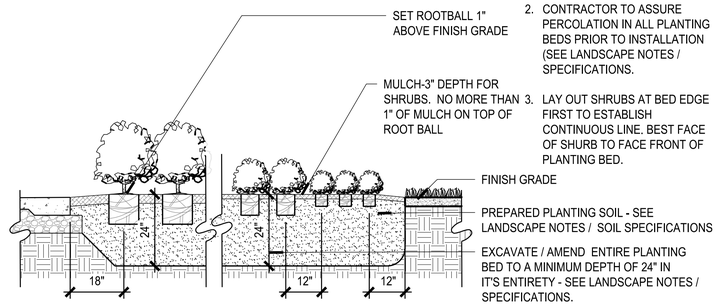
NOTES:
1. ROOT BARRIERS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
2. ROOT BARRIERS SHALL BE INSTALLED WHEN ROOT BALL IS LOCATED WITHIN 8' OF PAVEMENT.

2 TYPICAL ROOT BARRIER AT PAVEMENT
SCALE - NTS



NOTES:
1. CONTRACTOR TO DELINEATE OUTLINE OF PLANTING BEDS FOR REVIEW AND APPROVAL BY OWNER'S REPRESENTATIVE.
2. CONTRACTOR TO ASSURE PERCOLATION IN ALL PLANTING BEDS PRIOR TO INSTALLATION (SEE LANDSCAPE NOTES / SPECIFICATIONS)

3 SHRUB / GROUNDCOVER SPACING
SCALE - NTS



NOTES:
1. CONTRACTOR TO DELINEATE OUTLINE OF PLANTING BEDS FOR REVIEW AND APPROVAL BY OWNER'S REPRESENTATIVE.
2. CONTRACTOR TO ASSURE PERCOLATION IN ALL PLANTING BEDS PRIOR TO INSTALLATION (SEE LANDSCAPE NOTES / SPECIFICATIONS.
3. LAY OUT SHRUBS AT BED EDGE FIRST TO ESTABLISH CONTINUOUS LINE. BEST FACE OF SHURB TO FACE FRONT OF PLANTING BED.

4 SHRUB / GROUNDCOVER PLANTING
SCALE - NTS

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DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
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Checked By	JYP

Drawing Title

PLANTING DETAILS

Sheet Number

L6-4-02

PLANTING SCHEDULE

TREES

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	REMARKS
FS-1	5	Feijoa sellowiana	Pineapple	8' OA	NA	Tree form / Florida Fancy
ILAE	4	Ilex attenuata 'Eagleston'	Eagleston Holly	12' Hgt. x 4' Spd.	NA	Full to ground/ Florida Fancy
LIM	10	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	14' Hgt. x 8' Spd.	NA	Multi- trunk / Full / 5' C.T. (Lavender) / Florida Fancy
LIN	10	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	14' Hgt. x 8' Spd.	NA	Multi- trunk / Full / 5' C.T. (White) / Florida Fancy
LJ	9	Ligustrum japonicum	Japanese Privet	8' Hgt. x 6' Spd.	NA	Multi- trunk / Full / RPG / FF
QV-4	5	Quercus virginiana	Live Oak	14' Hgt. x 8' Spd.	4"	Single / Straight trunk / Full / 6' C.T. / Florida Fancy
TC	3	Tabebuia chrysotricha	Golden Trumpet Tree	14' Hgt. x 8' Spd.	4"	Single / Straight truck / Full / 5' C.T. / Florida Fancy
TI	3	Tabebuia impetiginosa	Purple Trumpet Tree	14' Hgt. x 8' Spd.	4"	Single / Straight truck / Full / 5' C.T. / Florida Fancy
UCA	2	Ulmus chinensis Allee	Allee Elm	14' Hgt. x 7' Spd.	4"	Single / Straight truck / Full / 6' C.T. / Florida Fancy

PALMS

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	CONT	REMARKS
LCX-12	1	Livistona nitida	Carnarvon Gorge Palm	12' C.T.	AS SHOWN	B & B	Single, straight undamaged clean trunk/ Full / Florida Fancy
LCX-14	2	Livistona nitida	Carnarvon Gorge Palm	14' C.T.	AS SHOWN	B & B	Single, straight undamaged clean trunk/ Full / Florida Fancy
LCX-16	3	Livistona nitida	Carnarvon Gorge Palm	16' C.T.	AS SHOWN	B & B	Single, straight undamaged clean trunk/ Full / Florida Fancy
PDX-16	2	Phoenix dactylifera 'Medjool'	Medjool Date Palm	16' C.T.	AS SHOWN	B & B	Single, straight, hvy., undamaged trunk / Full, 140deg. hd. / 45deg. boot cut / Florida Fancy
SPX-8	3	Sabal palmetto	Booted Cabbage Palm	8' C.T.	AS SHOWN	B & B	Regenerated, Clean,Trunks void of chain or burn marks or other damage/ 5 fronds min./ Florida Fancy
SPX-10	1	Sabal palmetto	Booted Cabbage Palm	10' C.T.	AS SHOWN	B & B	Regenerated, Clean,Trunks void of chain or burn marks or other damage/ 5 fronds min./ Florida Fancy
SPX-12	2	Sabal palmetto	Booted Cabbage Palm	12' C.T.	AS SHOWN	B & B	Regenerated, Clean,Trunks void of chain or burn marks or other damage/ 5 fronds min./ Florida Fancy
SPX-14	1	Sabal palmetto	Booted Cabbage Palm	14' C.T.	AS SHOWN	B & B	Regenerated, Clean,Trunks void of chain or burn marks or other damage/ 5 fronds min./ Florida Fancy
SPX-16	1	Sabal palmetto	Booted Cabbage Palm	16' C.T.	AS SHOWN	B & B	Regenerated, Clean,Trunks void of chain or burn marks or other damage/ 5 fronds min./ Florida Fancy
SPX-18	1	Sabal palmetto	Booted Cabbage Palm	18' C.T.	AS SHOWN	B & B	Regenerated, Clean,Trunks void of chain or burn marks or other damage/ 5 fronds min./ Florida Fancy

ADD 1

SHRUBS

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	CONT	REMARKS
ALZ	88	Alpinia zerumbet 'Variegata'	Variegated Shell Ginger	36" O.A.	42" O.C.	7 Gal. Cont.	Full/ 3 plants per pot
COV	56	Codiaeum variegatum 'Mammy'	Mammy Croton	30" Hgt. x 18" Spd.	30" O.C.	7 Gal. Cont.	Full
GAG	138	Galphimia glauca	Thryallis	20" O.A.	30" O.C.	3 Gal. Cont.	Full
HAPC	56	Hamelia patens `Compacta`	Dwarf Firebush	24" O.A.	36" O.C.	3 Gal. Cont.	Full
ILVS	28	Ilex vomitoria 'Schellings Dwarf'	Dwarf Yaupon Holly	16" O.A.	24" O.C.	3 Gal. Cont.	Full/ Do not trim into a round ball
LISS	212	Ligustrum sinense 'Sunshine'	Sunshine Ligustrum	18" Hgt.	30" O.C.	3 Gal. Cont.	Full
PHX	141	Philodendron x 'Xanadu'	Xanadu Cut Leaf Philodendron	18" O.A.	30" O.C.	3 Gal. Cont.	Full
PLA	275	Plumbago auriculata 'Imperial Blue'	Blue Leadwort	24" O.A.	36" O.C.	3 Gal. Cont.	Full
POM-1	15	Podocarpus macrophyllus	Yew Podocarpus	4' Hgt.	30" O.C.	15 Gal. Cont.	Full./ Plant ball to ball
REX	58	Rhapis excelsa	Lady Palm	4' Hgt.	48" O.C.	7 Gal. Cont.	Full./ Plant ball to ball
RHF	399	Rhododendron azalea 'Fashion'	Fashion Azalea	18" O.A.	24" O.C.	3 Gal. Cont.	Full
RHI	837	Raphiolepis indica 'Alba'	White Indian Hawthorn	18" O.A.	24" O.C.	3 Gal. Cont.	Full
RHSC	109	Rhododendron 'Southern Charm'	Southern Charm Azalea	24" O.A.	36" O.C.	3 Gal. Cont.	Full
ROC	289	Rose 'Drift Coral'	Coral Drift Rose	18" O.A.	24" O.C.	3 Gal. Cont.	Full
SCA	44	Schefflera arboricola	Schefflera	24" O.A.	36" O.C.	3 Gal. Cont.	Full
SCAT	253	Schefflera arboricola 'Trinette'	Dwarf Gold Schefflera	24" O.A.	24" O.C.	3 Gal. Cont.	Full
VIS	115	Viburnum suspensum	Sandankwa Viburnum	24" O.A.	42" O.C.	3 Gal. Cont.	Full
ZAP	141	Zamia pumila	Coontie	18" O.A.	30" O.C.	3 Gal. Cont.	Full / 11 leaves min.

GROUNDCOVERS

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	CONT	REMARKS
AGA	240	Agapanthus africanus	Lily of the Nile	12" O.A.	18" O.C.	1 Gal. Cont.	Full/ 3 plants per pot
DIT	454	Dianella tasmanica 'Variegata'	Variegated Flax Lily	12" O.A.	18" O.C.	1 Gal. Cont.	Full
LACG	141	Lantana 'Gold Mound'	Yellow Dwarf Lantana	8" Hgt. x 12" Spd.	18" O.C.	1 Gal. Cont.	Full
LIMS	414	Liriope muscari 'Super Blue'	Super Blue Lily Turf	12" O.A.	18" O.C.	1 Gal. Cont.	Full/ 7 plants per pot
NEE	785	Nephrolepis exaltata	Boston Fern	18" O.A.	18" O.C.	1 Gal. Cont.	Full
TUV	341	Tulbaghia violacia	Society Garlic	12" O.A.	12" O.C.	1 Gal. Cont.	Full/ 5 plants per pot

ORNAMENTAL GRASSES

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	CONT	REMARKS
PESA	86	Pennisetum setaceum `Alba`	White Foutain Grass	24" O.A.	36" O.C.	3 Gal. Cont.	Full

SOD

KEY	QTY.	BOTANICAL NAME	COMMON NAME	REMARKS
ZOY	2,199 sf	Zoysia 'Empire'	Zoysia Turfgrass var. 'Emerald'	Solid sod from pallets

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Checked By	JYP

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PLANTING SCHEDULE

Sheet Number

L6-5-01

INSTALLATION GENERAL NOTES

1. **THE SYSTEM DESIGN ASSUMES A MINIMUM DYNAMIC PRESSURE FOR THE IRRIGATION SYSTEM OF 60 PSI, AT A DESIGN FLOW OF 60 GPM AT THE 3-INCH EXISTING IRRIGATION MAIN LINE POINT-OF-CONNECTION (POC). TAP SHALL BE SIZED AS INDICATED IN THE DRAWING LEGEND. VERIFY PRESSURE AND FLOW ON SITE PRIOR TO CONSTRUCTION.**
2. **READ THOROUGHLY AND BECOME FAMILIAR WITH THE SPECIFICATIONS AND INSTALLATION DETAILS FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION.**
3. **COORDINATE UTILITY LOCATES ("CALL BEFORE YOU DIG") OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.**
4. **DO NOT PROCEED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS OR GRADE DIFFERENCES EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. IF DISCREPANCIES IN CONSTRUCTION DETAILS, LEGEND, NOTES, OR SPECIFICATIONS ARE DISCOVERED, BRING ALL SUCH OBSTRUCTIONS OR DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.**
5. **THE DRAWINGS ARE DIAGRAMMATIC. THEREFORE, THE FOLLOWING SHOULD BE NOTED:**
   - A. **ALTHOUGH IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE PLANTING AREAS FOR CLARITY, INSTALL IRRIGATION PIPE AND WIRING IN LANDSCAPED AREAS WHENEVER POSSIBLE.**
   - B. **TREE AND SHRUB LOCATIONS AS SHOWN ON LANDSCAPE PLANS TAKE PRECEDENCE OVER IRRIGATION EQUIPMENT LOCATIONS. AVOID CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING MATERIALS, AND ARCHITECTURAL FEATURES.**
   - C. **USE ONLY STANDARD TEES AND ELBOW FITTINGS. USE OF TEES IN THE BULLNOSE CONFIGURATION, OR USE OF CROSS TYPE FITTINGS IS NOT ALLOWED.**
6. **PROVIDE THE FOLLOWING COMPONENTS TO THE OWNER PRIOR TO THE COMPLETION OF THE PROJECT:**
   - A. **TWO (2) OPERATING KEYS FOR EACH TYPE OF MANUALLY OPERATED VALVES.**
   - B. **TWO (2) OF EACH SERVICING WRENCH OR TOOL NEEDED FOR COMPLETE ACCESS, ADJUSTMENT, AND REPAIR OF ALL ROTARY SPRINKLERS.**
7. **SELECT NOZZLES FOR SPRAY AND ROTARY SPRINKLERS WITH ARCS WHICH PROVIDE COMPLETE AND ADEQUATE COVERAGE WITH MINIMUM OVERSPRAY FOR THE SITE CONDITIONS. CAREFULLY ADJUST THE RADIUS OF THROW AND ARC OF COVERAGE OF EACH ROTARY SPRINKLER TO PROVIDE THE BEST PERFORMANCE.**
8. **THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF IRRIGATION SLEEVING. SLEEVES ARE REQUIRED FOR BOTH PIPING AND ELECTRICAL WIRING AT EACH HARDSCAPE CROSSING. COORDINATE INSTALLATION OF SLEEVING WITH OTHER TRADES. ANY PIPE OR WIRE WHICH PASSES BENEATH EXISTING HARDSCAPE WHERE SLEEVING WAS NOT INSTALLED WILL REQUIRE HORIZONTAL BORING BY THE IRRIGATION CONTRACTOR. PIPE SLEEVES SHALL BE SIZED TWICE THE NOMINAL SIZE OF THE PIPE PASSING THROUGH.**
9. **INSTALL ALL ELECTRICAL POWER TO THE IRRIGATION CONTROL SYSTEM IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL ELECTRIC UTILITY CODES.**
10. **THE FOLLOWING SHOULD BE NOTED REGARDING PIPE SIZING: IF A SECTION OF UNSIZED PIPE IS LOCATED BETWEEN TWO IDENTICALLY SIZED SECTIONS, THE UNSIZED PIPE IS THE SAME NOMINAL SIZE AS THE TWO SIZED SECTIONS. THE UNSIZED PIPE SHOULD NOT BE CONFUSED WITH THE DEFAULT PIPE SIZE NOTED IN THE LEGEND.**
11. **INSTALL TWO (2) #14 AWG CONTROL WIRES ON STANDARD WIRE SYSTEMS OR ONE (1) #14 AWG TWO-WIRE PAIR ON TWO-WIRE SYSTEMS, FOR USE AS SPARES. INSTALL SPARE WIRES FROM CONTROLLER LOCATION TO EACH DEAD-END OF MAINLINE. COIL 3 FEET OF WIRE IN VALVE BOX.**
12. **IRRIGATION CONTRACTOR TO INSTALL PAIGE DECODER CABLE FUSE DEVICES (DCFD), AT ALL DECODER CABLE DIRECTIONAL SPLITS AND/OR CHANGES. INSTALL ALL SPLICES WITHIN A 10" VALVE BOX.**

CONCEPTUAL IRRIGATION LEGEND

TURF SPRAY
TO BE IRRIGATED WITH 6-INCH POP-UP SPRINKLERS WITH PRESSURE REGULATION, CHECK VALVES, AND HIGH EFFICIENCY NOZZLES

SHRUB SPRAY
TO BE IRRIGATED WITH 12-INCH POP-UP SPRINKLERS AND SHRUB NOZZLE ON PVC RISER WITH PRESSURE REGULATION, CHECK VALVES, AND HIGH EFFICIENCY NOZZLES

NON-POTABLE NOTE

* **ALL PIPING, VALVES, VALVE BOXES, SPRINKLERS, DRIP COMPONENTS, IRRIGATION INFRASTRUCTURE, AND ALL WATER EMISSION DEVICES SHALL BE MARKED PURPLE TO INDICATE USE WITH NON-POTABLE WATER.**

ESTIMATED ANNUAL WATER USE

THE IRRIGATION SYSTEM AS SHOWN ON THIS PLAN HAS AN ESTIMATED ANNUAL WATER USE OF 940,687 GALLONS. TO VERIFY EFFICIENT IRRIGATION SYSTEM OPERATION, THE OWNER SHALL COMPARE THIS ESTIMATED IRRIGATION WATER USE WITH ACTUAL WATER USE, AS RECORDED ON SITE, AFTER ALL PLANT MATERIAL HAS BEEN ESTABLISHED.

THE ESTIMATED ANNUAL IRRIGATION WATER USE OF THIS SYSTEM IS BASED ON 30-YEARS AVERAGE EVAPOTRANSPIRATION RATES (ET) FOR THE LOCAL AREA AND TYPICAL NEW IRRIGATION SYSTEM EQUIPMENT EFFICIENCIES. MAJOR DEVIATIONS FROM THIS ESTIMATE USE SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER AND CURRENT IRRIGATION MAINTENANCE COMPANY AT THE TIME OF THE DEVIATION.

TO VERIFY EFFICIENT IRRIGATION SYSTEM OPERATION AND WATER USE, AN IRRIGATION SYSTEM EVALUATION AND AUDIT SHOULD BE PERFORMED.

IRRIGATION SYSTEM DESIGN PARAMETERS

THE FACTORS IN THE TABLE BELOW WERE UTILIZED IN THE IRRIGATION SYSTEM DESIGN TO DETERMINE TAP CAPACITY REQUIREMENTS AND MAINLINE SIZE AND ARE MADE AVAILABLE TO GUIDE DECISIONS ON THE SYSTEM OPERATION BY THE CONTRACTOR. MULTIPLE ZONES WILL BE REQUIRED TO OPERATE AT THE SAME TIME UP TO A COMBINED TOTAL EQUAL TO THE MINIMUM FLOW REQUIRED AT THE POC WHEN ZONE SIZES ARE LOWER THAN THE MINIMUM FLOW REQUIRED AT THE POC.

MINIMUM PRESSURE REQUIREMENT AT POC	60 PSI
MINIMUM FLOW REQUIRED AT POC	60 GPM
MAXIMUM FLOW AT FURTHEST POINTS OF THE SYSTEM	60 GPM
TOTAL IRRIGATION DAYS PER WEEK	2 DAYS
WATER WINDOW PER DAY	6 HRS

IRRIGATION LEGEND

- POINT-OF-CONNECTION TO THE EXISTING RECLAIM IRRIGATION MAIN LINE
- SLEEVES: **CLASS 200 PVC**
- MAINLINE PIPE: **CLASS 200 PVC**
  X-INCH SIZE UNLESS OTHERWISE INDICATED
- LATERAL PIPE TO SPRINKLERS: **CLASS 200 PVC**
  1-INCH SIZE UNLESS OTHERWISE INDICATED
- LATERAL PIPE TO TREE EMITTERS: **CLASS 200 PVC**
  3/4-INCH SIZE UNLESS OTHERWISE INDICATED
- UNCONNECTED PIPE CROSSING
- REMOTE CONTROL VALVE ASSEMBLY FOR SPRINKLER LATERALS:
  RAIN BIRD PEB (SIZED PER PLAN)
- ISOLATION GATE VALVE ASSEMBLY: **MATCO 514**

A1 / 14 / 1" / Turf
- INDICATES CONTROLLER AND STATION NUMBER
- INDICATES LATERAL DISCHARGE (GPM)
- INDICATES VALVE SIZE (INCHES)
- INDICATES LANDSCAPE APPLICATION

- EXISTING TWO-WIRE IRRIGATION CONTROLLER UNIT WITH RAIN SWITCH
- TREE BUBBLER ASSEMBLY: **TWO (2) RAIN BIRD 1401 BUBBLERS**
  PRESSURE:**30 PSI**
  FLOW (GPM): **0.25 PER BUBBLER; 0.50 PER ASSEMBLY**
- POP-UP SPRAY SPRINKLER: **HUNTER PROS-06-PRS30-CV W/8 SERIES NOZZLE**
  PRESSURE:**30 PSI** RADIUS: **8 FEET**
  FLOW (GPM): **Q-0.24 H-0.47 F-0.97**
- POP-UP SPRAY SPRINKLER: **HUNTER PROS-06-PRS30-CV W/10 SERIES NOZZLE**
  PRESSURE:**30 PSI** RADIUS: **10 FEET**
  FLOW (GPM): **Q-0.42 H-0.88 F-1.59**
- POP-UP SPRAY SPRINKLER: **HUNTER PROS-06-PRS30-CV W/12 SERIES NOZZLE**
  PRESSURE:**30 PSI** RADIUS: **12 FEET**
  FLOW (GPM): **Q-0.67 H-1.30 F-2.70**
- POP-UP SPRAY SPRINKLER: **HUNTER PROS-06-PRS30-CV W/15 SERIES NOZZLE**
  PRESSURE:**30 PSI** RADIUS: **15 FEET**
  FLOW (GPM): **Q-0.97 H-1.86 F-3.75**
- POP-UP SPRAY SPRINKLER: **HUNTER PROS-06-PRS30-CV W/15SS SERIES NOZZLE**
  PRESSURE:**30 PSI** RADIUS: **5 FEET X 15 FEET**
  FLOW (GPM): **ES515-0.65 SS530-1.30**
- POP-UP SPRAY SPRINKLER: **HUNTER PROS-06-PRS30-CV SPRAY BODYS AND ADARTORS**
  PRESSURE:**30 PSI** RADIUS: **AS SHOWN**
- POP-UP SPRAY SPRINKLER: **HUNTER PROS-06-PRS30-CV SPRAY BODYS AND ADARTORS**
  PRESSURE:**30 PSI** RADIUS: **AS SHOWN**

POP-UP ROTOR HEADS: HUNTER PGP SERIES
PRESSURE: 40 PSI FULL OR PART CIRCLE

10	1.0	NOZZLE	RADIUS: 19'	FLOW:	1.0 GPM
20	2.0	NOZZLE	RADIUS: 25'	FLOW:	2.0 GPM
30	3.0	NOZZLE	RADIUS: 31'	FLOW:	3.0 GPM
40	4.0	NOZZLE	RADIUS: 34'	FLOW:	4.0 GPM
50	5.0	NOZZLE	RADIUS: 37'	FLOW:	5.0 GPM

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ROBERT WENDELL HUTCHESON
LA 6666925
STATE OF FLORIDA

AdventHealth Winter Garden MOB Development

2000 Fowler Grove Blvd, Winter Garden, FL 34787

DOCUMENT CHANGES

Description	Date

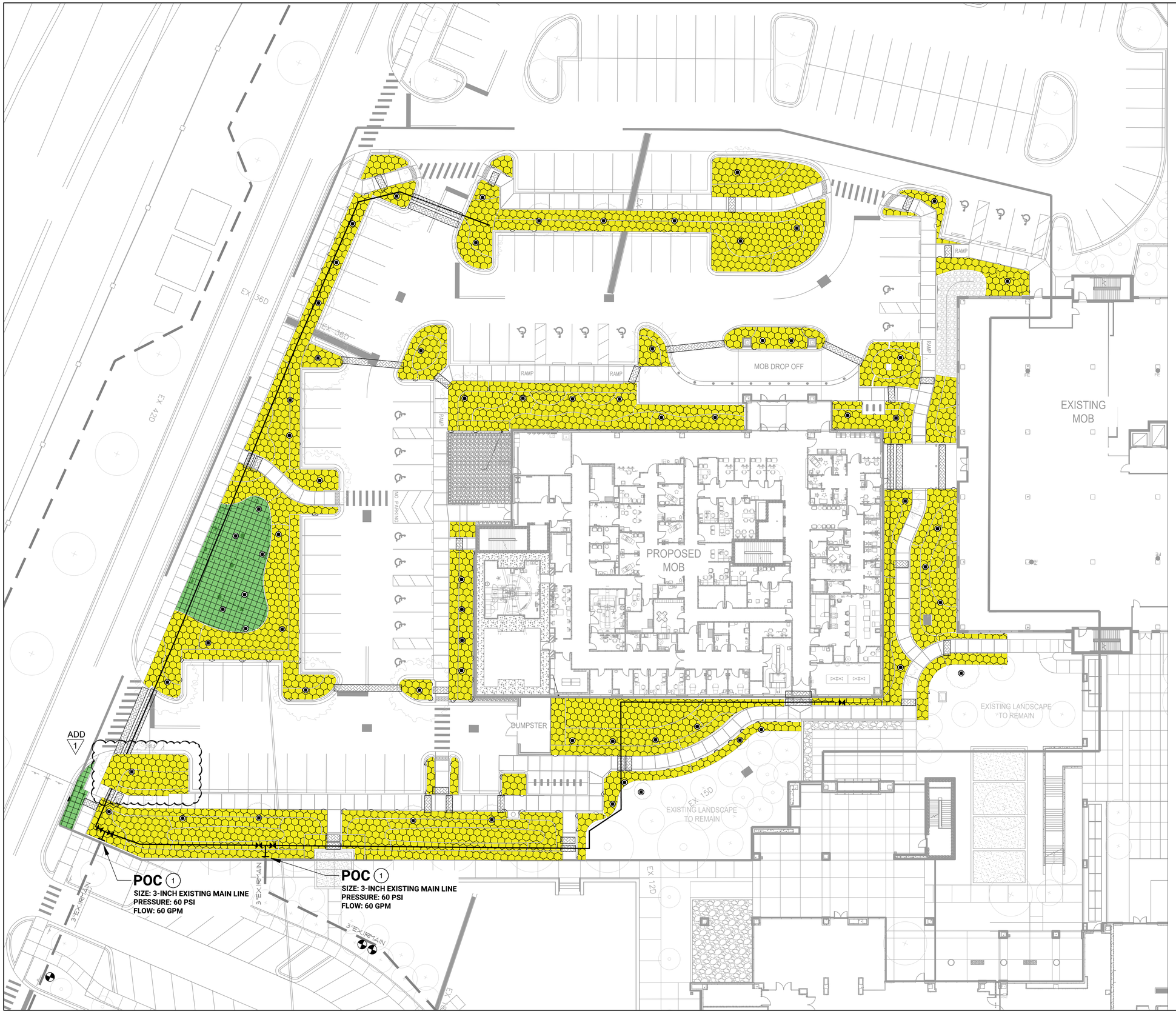
Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	217125
Drawn By: HINES	Checked By: HINES

Drawing Title

IRRIGATION LEGENDS & NOTES

Sheet Number

L7-1-00



KEY MAP



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DOCUMENT CHANGES

Description	Date
ADD 01	02/04/25

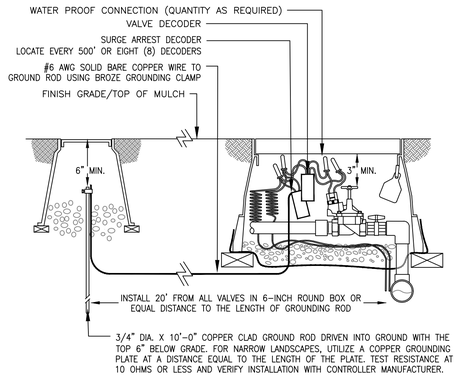
Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	217125
Drawn By: HINES	Checked By: HINES

Drawing Title

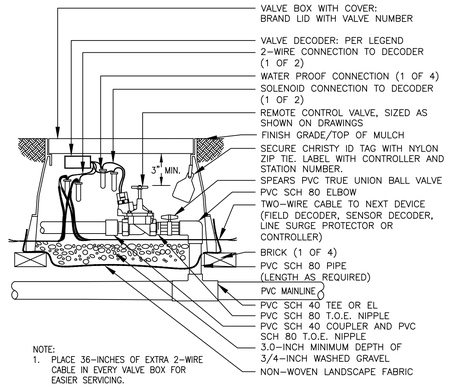
IRRIGATION PLAN

Sheet Number

L7-1-01

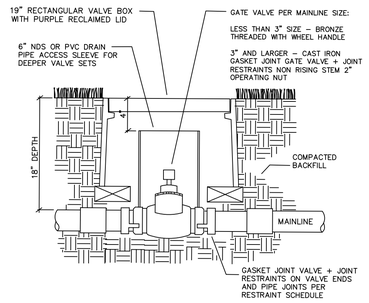


1 TYPICAL GROUNDING (AT VALVE) ASSEMBLY

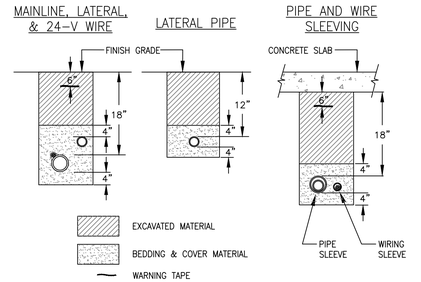


NOTE:
1. PLACE 36-INCHES OF EXTRA 2-WIRE CABLE IN EVERY VALVE BOX FOR EASIER SERVICING.

2 REMOTE CONTROL SPRINKLER VALVE ASSEMBLY

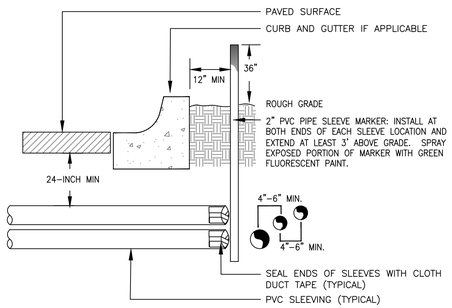


3 ISOLATION GATE VALVE ASSEMBLY PER MAINLINE SIZE



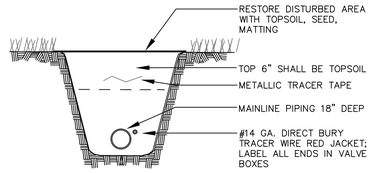
NOTES:
1. SLEEVE ALL PIPE AND WIRE SEPARATELY.
2. ALL PIPE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS."SNAKE" UNSLEEVED PLASTIC PIPE IN TRENCH. PROVIDE A MINIMUM OF 2" CLEARANCE TO SIDE OF TRENCH AND BETWEEN PIPES.
3. ALL 120-V WIRING SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS. TAPE AND BUNDLE 24-V WIRE EVERY 10' AND PROVIDE LOOSE 20" LOOP AT ALL CHANGES OF DIRECTION OVER 30 DEGREES.

4 TYPICAL TRENCHING DETAIL

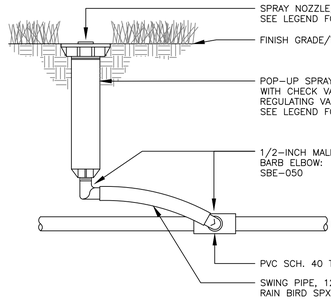


NOTE:
1) ALL SLEEVING TO BE CLASS 200 BE PVC, SIZED AS NOTED.
2) INSTALL SLEEVES IN SIDE-BY-SIDE CONFIGURATION WHERE MULTIPLE SLEEVES ARE TO BE INSTALLED. SPACE SLEEVES 4" TO 6" APART. DO NOT STACK SLEEVES VERTICALLY.

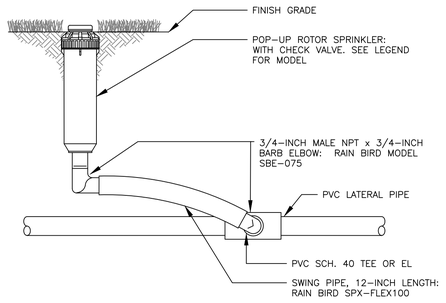
5 TYPICAL SLEEVING DETAIL



6 MAINLINE PIPE & TRACER TAPE

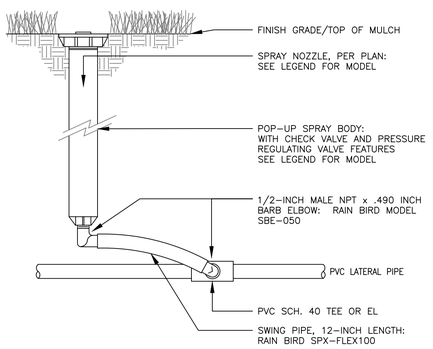


7 6-INCH POP UP SPRAY SPRINKLER ASSEMBLY

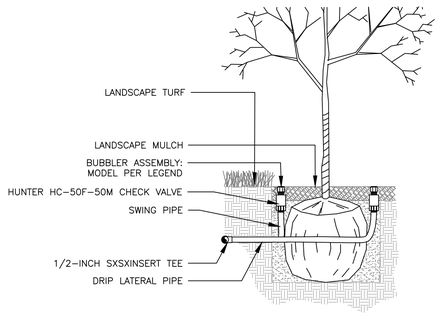


NOTES:
1. INSTALL PLASTIC RISERS FOR ROTORS IN NATIVE AREAS.

8 6-INCH GEAR DRIVEN ROTOR ASSEMBLY



9 12-INCH POP UP SPRAY SPRINKLER ASSEMBLY



NOTES:
1. REFER TO LANDSCAPE PLANS FOR TREE GRATE INSTALLATION AND DETAILS.

10 BUBBLER ASSEMBLY FOR TREES IN SHRUB BEDS

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ROBERT WENDELL HUTCHESON
LA 6666925
STATE OF FLORIDA

AdventHealth Winter Garden MOB Development

2000 Fowler Grove Blvd, Winter Garden, FL 34787

DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE		
Original Issue Date	12/17/24		
Project No	217125		
Drawn By	HINES	Checked By	HINES

Drawing Title

IRRIGATION DETAILS

Sheet Number

L7-2-01



AdventHealth Winter Garden MOB II

2000 FOWLER GROVE BLVD, WINTER GARDEN, FL 34787

Earl Swensson Associates, Inc.

James Todd Robinson, Architect
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Firm License Number AAC001464

ARCHITECT
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INTERIOR DESIGN
EARL SWENSSON ASSOCIATES, INC.

CIVIL ENGINEER
MCINTOSH ASSOCIATES

LANDSCAPE ARCHITECT
EDSA

M / E / P / FP / TCOMM ENGINEER
TLC ENGINEERING SOLUTIONS

ISSUE DESCRIPTION
SITE AND LANDSCAPE
ORIGINAL ISSUE DATE
12/17/24
ESa PROJECT NUMBER
23125.00
VOLUME 1

CURRENT SET - ADDENDUM 01 **02/04/2025**

Sheet Number
G1.00S

GRAPHIC SCALE: 1" = 1'-0" 0 3" 6" 1' 2'
GRAPHIC SCALE: 3/4" = 1'-0" 0 1' 2' 3'
GRAPHIC SCALE: 1/2" = 1'-0" 0 6" 1' 2' 4'
GRAPHIC SCALE: 3/8" = 1'-0" 0 2' 4' 6'
GRAPHIC SCALE: 1/4" = 1'-0" 0 1' 2' 4' 8'
GRAPHIC SCALE: 3/16" = 1'-0" 0 4' 8' 12'
GRAPHIC SCALE: 1/8" = 1'-0" 0 2' 4' 8'
GRAPHIC SCALE: 3/32" = 1'-0" 0 8' 16'
GRAPHIC SCALE: 1/16" = 1'-0" 0 4' 8' 16' 24'
GRAPHIC SCALE: 1/32" = 1'-0" 0 8' 16' 32' 64'

2/3/2025 2:31:08 PM Autodesk Docs://23124.00 - AdventHealth Winter Garden/23125OO_AHWG_MOB_A22.rvt

INDEX

00 GENERAL

SHEET #	DRAWING TITLE	ORIGINAL ISSUE DATE	CURRENT REVISION	CURRENT REVISION DATE
G1.00S	COVER SHEET - SITE AND LANDSCAPE	12/17/24	ADD 01	02/04/25
G1.01S	INDEX SHEET - SITE AND LANDSCAPE	12/17/24	ADD 01	02/04/25
G4.00	EXTERIOR ELEVATIONS FOR REFERENCE ONLY	12/17/24		

02 CIVIL

SHEET #	DRAWING TITLE	ORIGINAL ISSUE DATE	CURRENT REVISION	CURRENT REVISION DATE
C001	COVER SHEET	12/17/24	ADD 01	02/04/25
C002	SPECIFICATIONS	12/17/24		
C021	EXISTING CONDITIONS	12/17/24		
C031	AERIAL AND MASTER SITE PLAN	12/17/24	ADD 01	02/04/25
C101	EROSION AND SEDIMENTATION CONTROL PLAN	12/17/24		
C102	EROSION CONTROL DETAILS	12/17/24		
C111	DEMOLITION PLAN	12/17/24		
C201	HORIZONTAL GEOMETRY PLAN	12/17/24	ADD 01	02/04/25
C251	SIGNAGE AND STRIPING PLAN	12/17/24	ADD 01	02/04/25
C301	PAVING, GRADING AND DRAINAGE PLAN	12/17/24	ADD 01	02/04/25
C321	CROSS SECTIONS AND PAVEMENT DETAILS	12/17/24		
C501	STORMWATER & UNDERDRAIN PLANS	12/17/24	ADD 01	02/04/25
C502	UTILITY PLAN (WATER & SEWER)	12/17/24	ADD 01	02/04/25
C511	CITY UTILITY DETAILS	12/17/24		
C512	CITY UTILITY DETAILS	12/17/24		
C513	CITY UTILITY DETAILS	12/17/24		
C751	DRAINAGE DETAILS	12/17/24		
C752	DRAINAGE DETAILS	12/17/24		
C753	DRAINAGE DETAILS	12/17/24		
C754	DRAINAGE DETAILS	12/17/24		
B001	GEOTECHNICAL ENGINEERING RECOMMENDATIONS	12/17/24		

03 LANDSCAPE

SHEET #	DRAWING TITLE	ORIGINAL ISSUE DATE	CURRENT REVISION	CURRENT REVISION DATE
L0-0-00	COVER SHEET	12/17/24	ADD 01	02/04/25
L0-0-01	SUBMISSION INDEX	12/17/24	ADD 01	02/04/25
L0-0-02	OVERALL SITE PLAN	12/17/24	ADD 01	02/04/25
L0-0-03	KEY PLAN	12/17/24		
L0-0-04	GENERAL NOTES	12/17/24		
L3-0-01	HARDSCAPE NOTES	12/17/24		
L3-1-01	HARDSCAPE PLAN	12/17/24	ADD 01	02/04/25
L3-4-01	HARDSCAPE DETAILS	12/17/24		
L3-4-02	HARDSCAPE DETAILS	12/17/24		
L3-5-01	FINISH SCHEDULE	12/17/24		
L5-0-01	PLANTING NOTES	12/17/24		
L5-1-01	TREE PLAN	12/17/24	ADD 01	02/04/25
L6-1-01	SHRUB PLAN	12/17/24	ADD 01	02/04/25
L6-4-01	PLANTING DETAILS	12/17/24		
L6-4-02	PLANTING DETAILS	12/17/24		
L6-5-01	PLANTING SCHEDULE	12/17/24	ADD 01	02/04/25
L7-1-00	IRRIGATION LEGENDS & NOTES	12/17/24		
L7-1-01	IRRIGATION PLAN	12/17/24	ADD 01	02/04/25
L7-2-01	IRRIGATION DETAILS	12/17/24		

10 ELECTRICAL

SHEET #	DRAWING TITLE	ORIGINAL ISSUE DATE	CURRENT REVISION	CURRENT REVISION DATE
E101	SITE PHOTOMETRICS	12/17/24	ADD 01	02/04/25
E102	SITE ELECTRICAL PLAN	12/17/24	ADD 01	02/04/25
E103	SITE LIGHTING CUTSHEETS	12/17/24		
E104	SITE LIGHTING CUT SHEETS	12/17/24		

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DOCUMENT CHANGES

Description	Date
ADD 01	02/04/25

Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	23125.00
Drawn By: ZS	Checked By: ETP

Drawing Title

INDEX SHEET - SITE AND LANDSCAPE

Sheet Number

G1.01S



1 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



2 NORTH ELEVATION

SCALE: 1/16" = 1'-0"



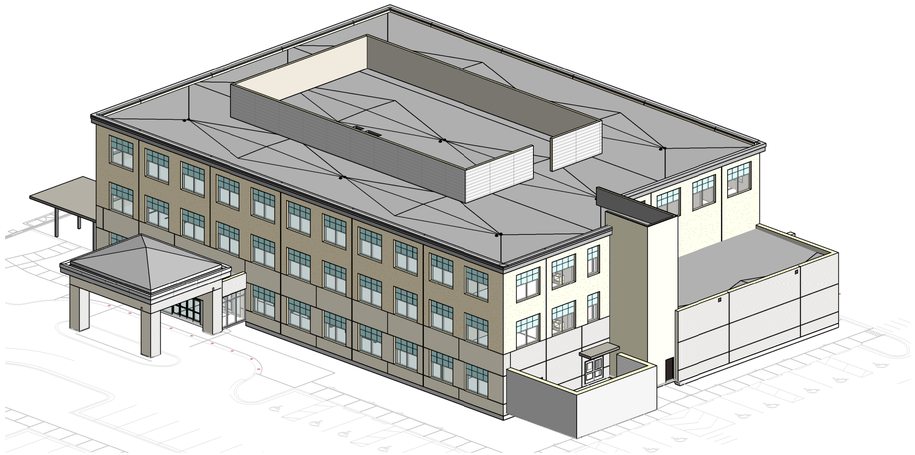
3 EAST ELEVATION

SCALE: 1/16" = 1'-0"



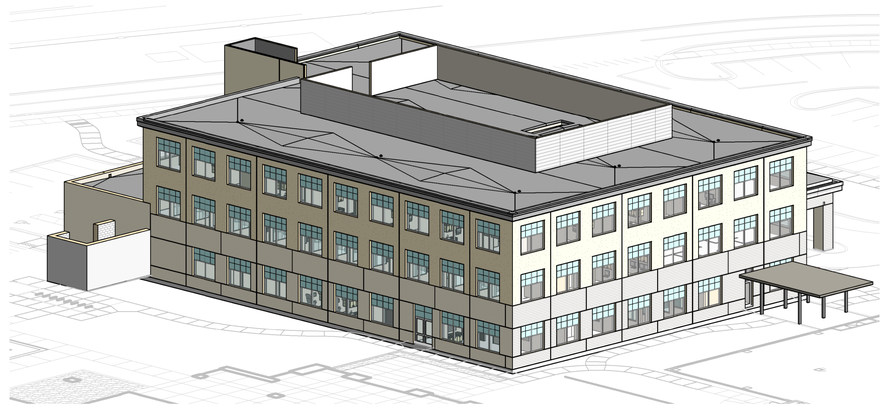
4 WEST ELEVATION

SCALE: 1/16" = 1'-0"



5 OVERALL 3D AXON 1

SCALE:



6 OVERALL 3D AXON 2

SCALE:

GRAPHIC SCALE: 1/32" = 1'-0" 0 8' 16' 32' 64'
GRAPHIC SCALE: 1/16" = 1'-0" 0 4' 8' 16' 32'
GRAPHIC SCALE: 3/32" = 1'-0" 0 8' 16' 24'
GRAPHIC SCALE: 1/8" = 1'-0" 0 4' 8' 16'
GRAPHIC SCALE: 3/16" = 1'-0" 0 4' 8' 12'
GRAPHIC SCALE: 1/4" = 1'-0" 0 2' 4' 8'
GRAPHIC SCALE: 3/8" = 1'-0" 0 2' 4' 6'
GRAPHIC SCALE: 1/2" = 1'-0" 0 1' 2' 4'
GRAPHIC SCALE: 3/4" = 1'-0" 0 1' 2' 3'
GRAPHIC SCALE: 1" = 1'-0" 0 6" 1' 2'

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DOCUMENT CHANGES

Description	Date

Issue Description	SITE AND LANDSCAPE
Original Issue Date	12/17/24
Project No	23125.00
Drawn By ZPS	Checked By ETP

Drawing Title

EXTERIOR ELEVATIONS FOR REFERENCE ONLY

Sheet Number

G4.00

CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

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

M E M O R A N D U M

TO: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: MARCH 6, 2025
SUBJECT: 2000 FOWLER GROVE BLVD (ADVENT HEALTH WG EXPANSION)
MAJOR SITE PLAN REVIEW

Pursuant to your request, we have reviewed the revised site plan dated 2/05/25 for compliance with the City's stormwater and site requirements. The plan proposes to construct a 69,183 s.f. three-story medical office building on the existing developed 2.22 acre site with associated paving, drainage and utility improvements. This was submitted in response to our comments of 12/31/24 and DRC meeting of 2/12/25 where it was referred to staff review only.

ENGINEERING COMMENTS

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

1. Planning Department shall review and comment on proposed uses, parking, setbacks, landscaping, buffering, lighting and signage requirements, and conditions of the existing PCD.

2. All utilities shall conform to Chapter 78 of the City Code. Impact fees will be required for any new utility connections and shall be paid prior to issuance of building permit and City execution of FDEP permit applications. The site shall be served by City water, sewer and reuse. All utilities required for the development shall be run to the site at the Developer's expense, including potable water, reclaimed water and sanitary sewer. 100% of all required water, irrigation and sewer impact fees shall be paid prior to City execution of FDEP permits and issuance of site or building permits.

   If new or upsized meters are required for the project, utility connection fees will be required. Response states that no new or up-sized meters are proposed.

3. Permit modification from SJRWMD stormwater is acknowledged; permits or exemptions are also required from FDEP for water, wastewater and NPDES NOI (applications will be signed and returned).

4. Buildings over 6,000 s.f. require fire sprinkler systems with Point of Service (POS) for fire line shown on the plans, with note stating that any work downstream of the Point of Service shall be performed by a licensed Fire Sprinkler Contractor. Review and approval by Fire & Building Departments is required.

5. Any signs, screen walls or retaining walls shall require a separate permit from the Building Department.

6. All underdrain pipe shall be double wall HDPE pipe or PVC pipe.

7. Onsite lighting will be required as well as on all street frontages if not existing; all lighting shall meet dark skies requirements per City Code. A photometric plan has been submitted for review by the Planning Department.

8. Minimum 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to City Code. Existing sidewalks, curbs, & pavement will be checked at completion and any damaged sections shall be replaced.

9. General Requirements (as may be appropriate):
    a. All gravity sanitary pipe and fittings shall be SDR 26.
    b. All compaction shall be 98% of the modified proctor maximum density (AASHTO T-180).
    c. As-built record drawings shall comply with City of Winter Garden requirements available on-line (note on plan).
    d. All Storm (>12") and Sanitary lines (>6") shall be inspected by CCTV prior to completion.
    e. Use City Standard Detail sheets for utilities and public works in future submittals (see City website).
    f. If Thermoplastic pipe is used it shall meet all City material and installation requirements as specified in the City's Standards & Specifications including Class I bedding, HP polypropylene pipe (**not HDPE; N-12**), laser profiling, installation per ASTM D2321, etc. (see under on-line forms on website).
    g. All utilities shall be underground pursuant to Code (Sec. 18-33) including electrical power, cable, telephone, etc.

PLANNING COMMENTS

10. All outside equipment and generators must abide the City's noise ordinance.

11. Note: Signs are permitted separately. All signage shall adhere to Ord 12-54 and Chapter 102 – Signs of the City Code.

STANDARD GENERAL CONDITIONS

12. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.

13. All work shall conform to City of Winter Garden standards and specifications.

14. Fencing, shall meet all City requirements for height, type, etc. Chain link fencing, if used, shall be vinyl coated per Code.

15. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.

16. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

17. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that

may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.

18. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of **2.25%** of the cost of all site improvements shall be paid prior to issuance of the building permit.

Additional comments may be generated at subsequent reviews
Please review this information and contact our office if you have any questions. Thank you.

END OF MEMORANDUM

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: Jon C. Williams, City Manager

Date: March 6, 2025 **Meeting Date:** March 13, 2025

Subject: **Arts in April – Special Event**

Issue: The Winter Garden Art Association is requesting approval to hold their annual Arts in April VIP fundraiser event on Saturday, April 26, 2025.

Discussion:

The Winter Garden Art Association is requesting to have their annual Arts in April VIP fundraiser event on Saturday, April 26, 2025. The event will take place at the Downtown Pavillion and feature a sit-down dinner, live artist demonstrations, a fundraising auction, and music. The event will begin at 7:00 pm and run until 10:00 pm. No roads will be closed for this event.

Recommended Action:

Staff recommends approval of the Arts in April Special Event on April 26, 2025 at the Downtown Pavillion.

Attachment(s)/References:

Permit Application
Event Layout map - Downtown Pavilion

Community Development
Planning & Zoning
FEB 12 2025
Recieved by: CR

BS+A # PZE2025-00141
Project #: PZ EVENT 25-006

COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

P: 407.877.5136
F: 407.656.0839
WWW. WINTERGARDEN-FL.GOV

OPEN-AIR SPECIAL EVENT PERMIT APPLICATION FOR PRIVATE PROPERTY

APPLICANT NAME: Elizabeth McKinney

ORGANIZATION/GROUP NAME: Winter Garden Art Association/City of Winter Garden

NAME OF EVENT: Arts in April

BUSINESS ADDRESS: 127 S. Boyd St.

CITY: Winter Garden STATE: Fl ZIP: 34787

BUSINESS PHONE: 407-376-7996 BUSINESS FACSIMILE:

EMAIL: info@wgart.org

MAILING ADDRESS
(IF DIFFERENT FROM ABOVE):

CITY: STATE: ZIP:

FEIN: NON PROFIT ☒ CORPORATION ☐ INDIVIDUAL ☐

EVENT LOCATION: Farmers Market Pavilion
(MAP MUST BE ATTACHED)

CITY: Winter Garden STATE: Fl ZIP: 34787

TYPE OF EVENT	EVENT DETAILS	EVENT EQUIPMENT
☐ FESTIVAL	☒ ADMISSION CHARGE/TICKET SALES	☒ AMPLIFIED SPEAKING/MUSIC
☐ EXHIBIT(S)	☒ ALCOHOL SERVED	☐ PORTABLE RESTROOMS
☐ CARNIVAL/CIRCUS/FAIR	☐ ALCOHOL SALES	☐ SPORTS EQUIPMENT
☐ GENERAL MEETING	☐ FIREWORKS/PYROTECHNICS	☒ STAGE/PROPS/PRODUCTION
☐ PARADE	☐ FOOD VENDORS: # OF	☐ INFLATABLE DEVICES
☐ SPORTING EVENT/COMPETITION	☐ MERCHANDISE VENDORS: # OF	☐ DUMPSTERS/RECEPTACLES
☐ WEDDING/RECEPTION	☒ OPEN TO PUBLIC	☐ COOKING EQUIPMENT USED
☐ REVIVAL	☐ STREET / SIDEWALK CLOSURE	☐ GAS ☐ OPEN FLAME
☒ OTHER: (EXPLAIN)	☐ CITY WATER USED	☒ *TEMPORARY EVENT SIGNAGE
Art Night VIP Fundraiser	☒ ELECTRIC USED	# OF:
	☒ PREVIOUSLY HELD EVENT	SIZE(S):
	☐ OTHER: (EXPLAIN)	LOCATION:
		☒ TENTS - #OF: 9
		SIZE(S):
		☐ OTHER: (EXPLAIN)

***TEMPORARY EVENT SIGNAGE:** COMMERCIAL/INDUSTRIAL ZONING DISTRICT (MAX SIGN COPY AREA = 75 SQ.FT.)
RESIDENTIAL ZONING DISTRICT (MAX SIGN COPY AREA = 48 SQ.FT.)
ALL EVENT SIGNAGE (MAX HEIGHT OF INDIVIDUAL SIGN = 8'; SETBACK = 15' FROM PROPERTY LINE)
NO STREAMERS, PENNANTS, FLAGS, RIBBONS, SPINNERS, OR OTHER PROHIBITED DEVICES SHALL BE INCLUDED OR INCORPORATED WITH THE DISPLAY OF A BANNER. NO ATTENTION-GETTING DEVICES.

COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

P: 407.877.5136
F: 407.656.0839
WWW. WINTERGARDEN-FL.GOV

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY OF THE ABOVE CHECKED ITEMS IF NECESSARY (USE BACK OF APPLICATION IF NECESSARY):

Request for Use of Pavilion

The Winter Garden Art Association (WGAA) requests the use of public space for our annual Art Night VIP fundraiser on Saturday, April 26th, 2025, from 7:00PM to 10:00 PM

Art Night VIP features a sit-down dinner, live artist demonstrations, a fundraising auction, and music This event culminates our Arts in April initiative, which includes complimentary community events such as exhibits at SOBO Gallery and an Urban Sketchers Competition.

Thank you for considering this request to support art and culture in our community.

DAYS AND HOURS OF EVENT:

START DATE: April 26th, 2025 **END DATE:** April 26th, 2025

EVENT HOURS: 7:00-10:00 pm

SUN	MON	TUE	WED	THU	FRI	SAT
						x

ESTIMATED DAILY ATTENDANCE:

SUN	MON	TUE	WED	THU	FRI	SAT
						250

HOURS OF AMPLIFIED SPEAKING/MUSIC: (IF DIFFERENT FROM ABOVE)

SUN	MON	TUE	WED	THU	FRI	SAT

HOURS OF STREET/SIDEWALK CLOSURE: (IF DIFFERENT FROM ABOVE)

SUN	MON	TUE	WED	THU	FRI	SAT
						0

CONTACT PERSON: Elizabeth McKinney

ADDRESS:

CITY: Winter Garden STATE: Fl ZIP: 34787

PHONE: 407-347-7996 CELLULAR: 407-963-1961

EMAIL: info@wgart.org

PROPERTY OWNER:

ADDRESS:

CITY: STATE: ZIP:

PHONE: CELLULAR:

EMAIL:

I, Elizabeth McKInney , CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IF ANY INFORMATION IS FOUND TO BE FALSE OR MISREPRESENTED, SUCH FACT MAY BE JUST CAUSE FOR IMMEDIATE REVOCATION OF ANY PERMIT ISSUED TO ME. IT IS FURTHER UNDERSTOOD THAT THIS PERMIT IS FOR THE PRIVILEGE OF ENGAGING IN THE BUSINESS PROFESSION OR OCCUPATION SHOWN AND ONLY AT THE LOCATION SHOWN HEREIN AND THAT I WILL COMPLY WITH THE CODE OF THE CITY OF WINTER GARDEN. FAILURE TO CORRECT CONDITIONS ON THE PREMISES THAT ARE IN VIOLATION OF THE CITY CODE WILL RESULT IN REVOCATION OF SAID PERMIT. I UNDERSTAND THAT CONDUCTING BUSINESS WITHOUT A PERMIT SHALL BE PUNISHED AS SET FORTH IN CHAPTER 2, ARTICLE II OF THE CITY CODE.

Sign Here

X _____

APPLICANT'S SIGNATURE

SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 _____ BY _____, WHO DID NOT TAKE AN OATH.

☐ PERSONALLY KNOWN OR

☐ PRODUCED IDENTIFICATION / TYPE OF ID PRODUCED _____

Notary Seal

_____

SIGNATURE OF NOTARY

NOTE: ANY PERMITTEE WHOSE OPEN AIR VENDOR PERMIT IS SUSPENDED OR REVOKED, OR ANY APPLICANT WHOSE APPLICATION FOR AN OPEN AIR VENDOR PERMIT IS DENIED PURSUANT TO CITY CODE SHALL RECEIVE A STATEMENT, IN WRITING, OUTLINING THE REASONS FOR SUCH SUSPENSION, REVOCATION, OR DENIAL OF THE PERMIT. AN APPLICANT MAY APPEAL SUCH SUSPENSION, REVOCATION OR DENIAL OF THE PERMIT TO THE CITY COMMISSION BY FILING A WRITTEN REQUEST FOR APPEAL WITH THE CITY CLERK, ACCOMPANIED BY THE ADMINISTRATIVE APPELLATE FEE AS PERIODICALLY DETERMINED BY THE CLERK'S OFFICE, WITHIN TEN (10) DAYS AFTER THE DATE OF THE WRITTEN SUSPENSION, REVOCATION OR DENIAL. APPEALS FROM DECISIONS OF THE CITY MANAGER'S OFFICE, INCLUDING DECISIONS OF REVOCATION OR SUSPENSION, MADE PURSUANT TO THIS ARTICLE SHALL BE ADDRESSED BY THE CITY COMMISSION. WHEN TIMELY FILED, AN APPEAL SHALL BE HEARD AT THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING, WHICH MEETING IS SCHEDULED AT LEAST FOURTEEN (14) DAYS AFTER THE FILING OF SUCH APPEAL. APPEALS FROM THE DECISIONS OF THE CITY COMMISSION SHALL BE AS PROVIDED IN STATE STATUTE 98-32 OF THIS CODE.

FOR OFFICE USE ONLY

APPLICATION

TECHNICIAN INITIALS _____ DATE RECEIVED _____ ☐ FEES PAID

DATA CLERK INITIALS _____ DATE SCANNED _____

P & Z APPROVAL _____ DATE APPROVED _____

		DATE	APPROVAL
CITY MANAGER/DESIGNEE	_____	_____	☐ YES ☐ NO

CONDITIONS

CK 5121
$1,000.00

Community Development
Planning & Zoning

FEB 12 2025

Recieved by: CR
Project #: PZ EVENT 25-006

COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

P: 407.877.5136
F: 407.656.0839
WWW. WINTERGARDEN-FL.GOV

OPEN-AIR SPECIAL EVENT PERMIT APPLICATION FOR PRIVATE PROPERTY

PLEASE BRING ALL OF THE FOLLOWING ITEMS THAT APPLY WHEN SUBMITTING YOUR APPLICATION.

_____ USE OF PROPERTY – PROOF OF REAL PROPERTY OWNER'S OR LESSEE'S PERMISSION

_____ IF REGULATED BY THE STATE OF FLORIDA, A COPY OF THE STATE LICENSE, AND INSURANCE.

X SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES

X NON-PROFIT ORGANIZATIONS/BUSINESSES (501/3(C))– MUST PROVIDE PROOF OF NON-PROFIT STATUS

X COPY OF APPLICANT'S INSURANCE CERTIFICATE. IF THE EVENT USES PUBLIC RIGHTS-OF-WAY OR CITY PROPERTY TO SUPPORT THE EVENT THE APPLICANT NEEDS 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.

_____ PROMOTIONAL EVENT: **$0.00** APPLICATION / PERMIT FEE

X APPLICATION FEE: **$25.00** (NON-REFUNDABLE – WILL APPLY TO PERMIT FEE UPON APPROVAL)

_____ PERMIT FEE: IF **≤ 15** DAYS **$50.00**; IF **>15** DAYS **$100.00** (NO PRO-RATIONS)

REQUIREMENTS

PLEASE NOTE: IT SHALL BE UNLAWFUL FOR ANY OPEN AIR VENDOR TO OPERATE WITHOUT VALID OPEN AIR VENDOR PERMIT GRANTED BY THE CITY MANAGER, AND ANY SUCH INFRACTION SHALL BE PUNISHED AS SET FORTH IN CHAPTER 2, ARTICLE II OF THE CITY CODE. (REFERENCE ORDINANCE 09-25)

1. **PERMIT:**
   APPLICATION FOR PERMIT MUST BE SUBMITTED A MINIMUM OF TWO (2) WEEKS PRIOR TO SPECIAL EVENT.
2. **BUSINESS TAX RECEIPT**
   IF THE SALE OR EVENT IS PART OF AN OWNER OCCUPIED EVENT OR SALE, ONLY THE EVENT PERMIT WILL BE CHARGED. HOWEVER; IF THE EVENT OR SALE IS A NON-OWNER OR ON-SITE BUSINESS, THE VENDOR WILL BE REQUIRED TO PAY A BUSINESS TAX FEE.
   CHARITABLE ORGANIZATIONS OR 501/3(S) AGENCIES CAN REQUEST A WAIVER OF THE APPLICATION FEE, PERMIT FEE, AND BUSINESS TAX RECEIPT. THIS REQUEST MUST BE SUBMITTED IN WRITING TO THE CITY MANAGER.
3. **FOOD VENDING:**
   THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS OFFICE NO LATER THAN THREE DAYS 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 WWW.MYFLORIDA.COM/DBPR FOR MORE INFORMATION.
4. **ELECTRIC:**
   IF ELECTRIC IS BEING USED AN ELECTRICAL PERMIT WILL BE REQUIRED.
5. **NO ATTENTION GETTING DEVICES ALLOWED.**
   (I.E. INFLATABLE BALLOONS, SEARCHLIGHTS, STREAMERS, AND FLAGS)

CITY OF WINTER GARDEN

300 W PLANT ST
WINTER GARDEN, FL 34787
United States

Receipt: 0000009423 02/13/25

Cashier: CRIVERA
Received Of: **CITY OF WINTER GARDEN**

P O BOX 711005
WINTER GARDEN FL 347771005

The sum of: **1,000.00**

BDINV	**0000000168**			**1,000.00**
		001-0315-369-90-00	**1,000.00**	
			Total	**1,000.00**

TENDERED: **CHECK** **5121** **1,000.00**

Winter Garden Art Assoc. 5121

02/05/2025 **City of Winter Garden**

Special Event permit from City of WG for Gala 1,000.00

AMERIS FIDELITY-CHECKING 1,000.00

Signed: _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

3/4/25

DATE (MM/DD/YYYY)
01/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Jo Barsh 317 West Road Ocoee FL 347615300	**CONTACT NAME:** Jo Barsh **PHONE (A/C, No, Ext):** 407-299-0301 **FAX (A/C, No):** **E-MAIL ADDRESS:** jo.barsh.dd75@statefarm.com
INSURED WINTER GARDEN ART ASSOCIATION 127 S BOYD ST WINTER GARDEN FL 347873501	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** State Farm Florida Insurance Company / 10739 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	N	N	98-CZ-S283-2	06/01/2024	06/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF WINTER GARDEN
300 W PLANT ST
WINTER GARDEN FL 34787

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Barsh

This form was system-generated on 01/15/2025

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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 21 2014

WINTER GARDEN ART ASSOCIATION
127 S BOYD STREET
WINTER GARDEN, FL 34787

Employer Identification Number:
46-3481201
DLN:
204190274
Contact Person:
CUSTOMER SERVICE ID# 31981
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:
June 11, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

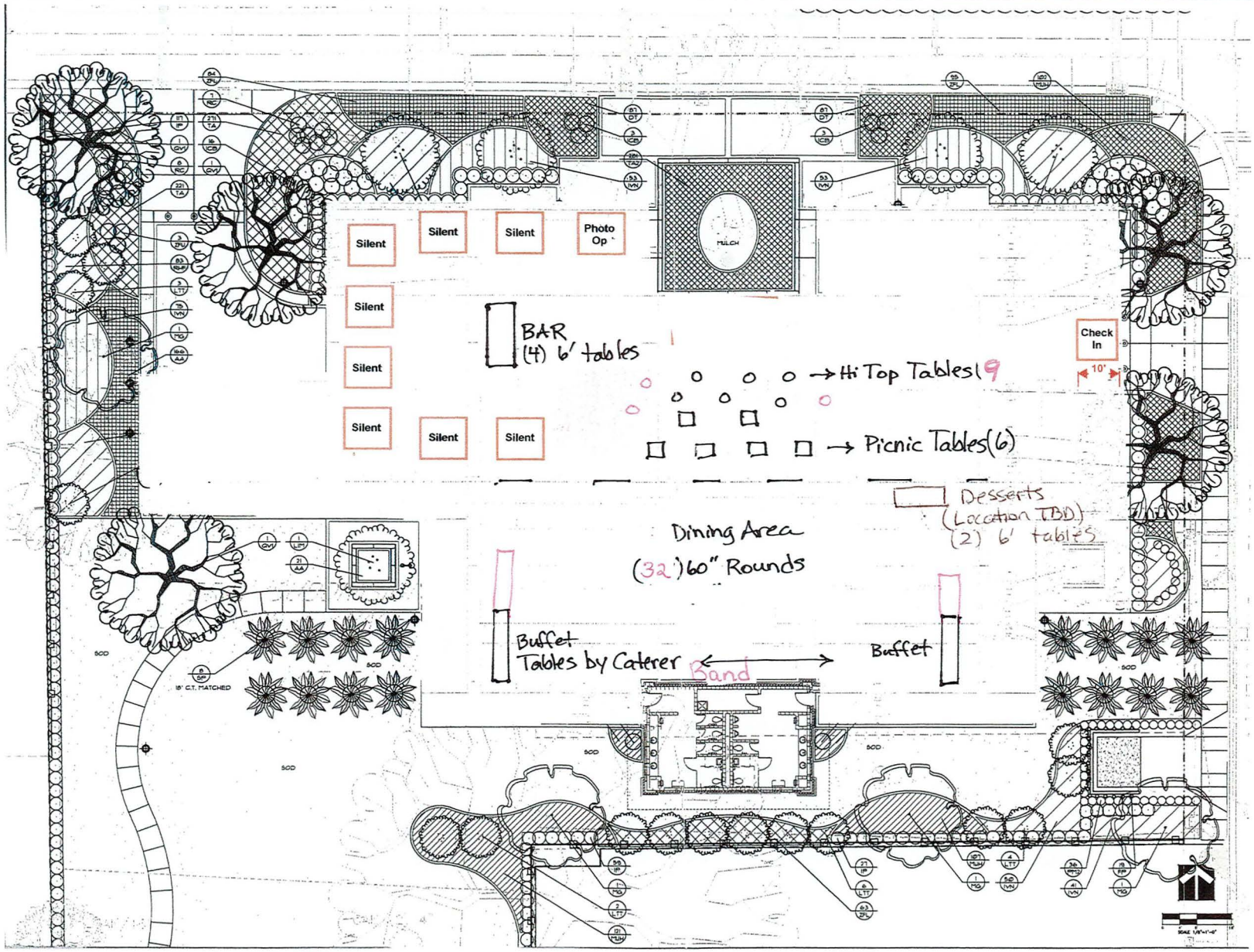
We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 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.


Silent
Silent
Silent
Photo Op
Silent
Silent
Silent
Silent
Silent
BAR
(4) 6' tables
→ Hi Top Tables (9
Check In
10'
→ Picnic Tables (6)
Desserts
(Location TBD)
(2) 6' tables
Dining Area
(32') 60" Rounds
Buffet
Tables by Caterer
Band
Buffet
MULCH
SOD
18" C.T. MATCHED

THE CITY OF WINTER GARDEN

From: Marc Hutchinson, Economic Development Director

Via: Jon Williams, City Manager

Date: March 6th 2025 **Meeting Date:** March 13th, 2025

Subject: Shop Dine and Stroll Event in Downtown Winter Garden

Discussion: The Shop, Dine and Stroll event will attract and offer shoppers an opportunity to experience our local Downtown retailers and restaurants with an exciting twist to win gifts and cash prizes through multiple raffle opportunities – dubbed as Raffle"May"nia. To further entice the experience, shoppers will not only have a chance to win several in-store prizes, they will also have a chance to win cash jackpot prizes of $500, $250 and $100. The event will take place all day on Saturday, May 3rd, 2025 with live music including merchant promotions and will not require road closures.

Recommended Action: Staff recommends approval allowing the Shop, Dine and Stroll special event to place in Downtown Winter Garden on Saturday, May 3rd, 2025.

Attachments/References:

Shop, Dine and Stroll Special Event Application
Shop Dine & Stroll Event Flyer

CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111
WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENT APPLICATION

OFFICIAL USE ONLY
DATE RECEIVED: _____
PERMIT FEE PD. ON: _____ INIT. _____

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 PUBLICALLY 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.

SPECIAL EVENTS ON CITY PROPERTY WHERE 500 OR MORE PEOPLE ARE REASONABLY ANTICIPATED TO BE IN ATTENDANCE OR WHERE THERE ARE REQUESTS FOR STREET CLOSURES WILL REQUIRE PRIOR APPROVAL BY THE CITY COMMISSION, AT LEAST FOUR WEEKS PRIOR TO THE SCHEDULED EVENT. THE APPLICANT MUST COMPLETE ALL OF THE FOLLOWING INFORMATION.

DATE OF APPLICATION: 3/3/2025
ORGANIZATION/GROUP: City of Winter Garden Economic Development Department NON-PROFIT ☐ CORP ☐ INDIV. ☐
NAME OF EVENT: Shop, Dine and Stroll Raffle May-nia
CONTACT/REPRESENTATIVE: Eric Fischer PHONE # 407-656-4111 ext. 2266
ALT. PHONE #: _____ EMAIL: efischer@cwgdn.com
EVENT LOCATION: 300 W. Plant Street, Various Shops and Restaurants Downtown PROPOSED DATES: Saturday, May 3rd, 2025
HOURS: All day- 8:00 a.m. to 8:00 p.m. ESTIMATED DAILY ATTENDANCE: 500+
DATES & TIMES OF EVENT SETUP & BREAKDOWN:
SET UP: N/A BREAKDOWN: N/A

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT

- ☐ FESTIVAL
- ☐ EXHIBIT(S)
- ☐ CARNIVAL/CIRCUS/FAIR
- ☐ GENERAL MEETING
- ☐ PARADE
- ☐ BLOCK PARTY OR PICNIC
- ☐ SPORTING EVENT/COMPETITION
- ☐ WEDDING/RECEPTION
- ☐ REVIVAL
- ■ OTHER (EXPLAIN)

Shopping event

EVENT DETAILS

- ☐ ADMISSION CHARGE/TICKET SALES
- ■ ALCOHOL SERVED
- ☐ ALCOHOL SALES
- ☐ FIREWORKS/PYROTECHNICS
- ☐ FOOD TRUCKS
- ■ MERCH. VENDORS # OF: 40+
- ■ OPEN TO PUBLIC
- ☐ STREET/SIDEWALK CLOSURE
  HOURS OF: _____
- ☐ CITY WATER USED
- ■ EVENT HELD PREVIOUSLY
- ■ CITY ELECTRIC USED

EQUIPMENT AT EVENT

- ■ AMPLIFIED SPEAKING/MUSIC
  HOURS OF: 11:00 a.m.- 8:00 p.m.
- ☐ PORTABLE RESTROOMS
- ☐ SPORTS EQUIPMENT
- ☐ STAGE/PROPS/PRODUCTION
- ☐ TENTS # & SIZE OF: _____
- ■ TEMPORARY EVENT SIGNAGE
- ☐ DUMPSTERS/RECEPTACLES
- ☐ COOKING EQUIPMENT USED
- ☐ GAS ☐ OPEN FLAME
- ☐ OTHER (EXPLAIN):

CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111
WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENTS POLICIES AND PROCEDURES

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.

EVENT INSURANCE

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, GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NO 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

EVENTS WITH LESS THAN 25 IN ATTENDANCE: $25.00
EVENTS WITH 25 - 200 PEOPLE IN ATTENDANCE: $150.00 EVENTS
WITH OVER 200 PEOPLE IN ATTENDANCE: $1,000.00

FEES

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 OR MONEY ORDER AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

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.

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 IF FURTHER COMMISSION APPROVAL WILL BE REQUIRED IN 2 TO 4 WEEKS. CONDITIONS OF APPROVAL DOCUMENT MAY BE INCLUDED AS PART OF FINAL APPROVAL.

CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111
WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENTS

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

The Shop, Dine, and Stroll event offers a chance for downtown shoppers to discover unique shopping and dining options and win great prizes in multiple opportunity drawings or branded as "Raffle May'nia". Each participating business will hold an in-store drawing for a prize value worth up to $50 based on participation categories (Shop ($50), Dine ($50), Stroll ($25)). Additionally, there will be a jackpot grand prize drawing for 5 visa gift cards in $500, $250, and $100 denominations. Shoppers will be encouraged to visit ALL participating local retailers or restaurants, where raffle tickets for prize drawings are issued for each transaction - the more a shopper spends the more raffle tickets earned (10 raffle tickets max per transaction).

NO APPLICATION WILL BE ACCEPTED UNLESS THE FOLLOWING ITEMS ARE INCLUDED.
(APPROVAL PROCESS WILL NOT BEGIN UNTIL THE FOLLOWING IS SUBMITTED):

- COPY OF 501C-3 FORM SIGNIFYING NON-PROFIT STATUS (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES.
- COPY OF APPLICANT'S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.
- IF ATTENDANCE IS REASONABLY ANTICIPATED TO BE GREATER THAN 100 PEOPLE, YOU SHOULD ALSO INCLUDE A PLAN FOR :
    - SANITATION – RESTROOM, PORT-O-LET PLACEMENT, POTABLE WATER, TRASH RECEPTACLES & COLLECTION PLAN, ETC.
    - PARKING AND TRAFFIC – REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
    - MEDICAL CARE – FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
    - SECURITY – OFF-DUTY OFFICERS SCHEDULES, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.
- IF YOU WANT TO HAVE ANY SIGNAGE, PLEASE PROVIDE A SITE PLAN SHOWING WHERE SIGNS ARE PROPOSED (THE CITY PROHIBITS SNIPE SIGNS).

FOR OFFICIAL USE ONLY

TECHNICIAN INITIAL: _____ DATE RECEIVED: _____ ☐ FEE PAID

CITY MANAGER/DESIGNEE: _____ DATE: _____ APPROVED: ☐ YES / ☐ NO

CONDITIONS:



SATURDAY, MAY 3

ALL DAY

Downtown Winter Garden

LIVE MUSIC *at* CENTENNIAL PLAZA



RAFFLE "MAY"NIA

In-store prizes PLUS
cash gift card grand prizes

UNIQUE SHOPS & RESTAURANTS

HISTORIC SCENIC CHARM

Operating hours and participation are at the discretion of individual establishments.

WINTER GARDEN
www.cwgdn.com

Downtown WINTER GARDEN EST 1903
www.downtownwg.com

@officialdowntownwintergarden

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: Jon C. Williams, City Manager

Date: March 6, 2025 **Meeting Date:** March 13, 2025

Subject: **8th Annual FOLA 40 Bike Ride – Special Event**

Issue: Friends of Lake Apopka (FOLA) is requesting to hold their annual bike ride starting from the Downtown Pavillion on December 7, 2025.

Discussion:

Friends of Lake Apopka (FOLA) is requesting to use the Downtown Pavilion for rider registration and launch area for their annual 42 mile bicycle ride around Lake Apopka. The event would be held on Sunday December 7, 2025 from 7:00 AM to 9:30 AM, with approximately 100 cyclists participating in the event.

Recommended Action:

Staff recommends approval of the FOLA 40 Bike Ride Event on Sunday, December 7, 2025, starting at the Downtown Pavillion.

Attachment(s)/References:

Permit Application

Community Development
Planning & Zoning

FEB 12 2025

Recieved by: CR
Project #:
PZ EVENT 25-004

CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111
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SPECIAL EVENT APPLICATION

OFFICIAL USE ONLY

DATE RECEIVED: _____

PERMIT FEE PD. ON: _____ INIT. _____

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 PUBLICALLY 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.

SPECIAL EVENTS ON CITY PROPERTY WHERE 500 OR MORE PEOPLE ARE REASONABLY ANTICIPATED TO BE IN ATTENDANCE OR WHERE THERE ARE REQUESTS FOR STREET CLOSURES WILL REQUIRE PRIOR APPROVAL BY THE CITY COMMISSION, AT LEAST FOUR WEEKS PRIOR TO THE SCHEDULED EVENT. THE APPLICANT MUST COMPLETE ALL OF THE FOLLOWING INFORMATION.

DATE OF APPLICATION: February 7, 2025
ORGANIZATION/GROUP: Friends of Lake Apopka NON-PROFIT ☒ CORP ☐ INDIV. ☐
NAME OF EVENT: 8th Annual FOLA 40
CONTACT/REPRESENTATIVE: Joe Dunn PHONE # 352-433-6975
ALT. PHONE #: _____ EMAIL: joendanita@gmail.com
EVENT LOCATION: Starts at Winter Garden Pavillion PROPOSED DATES: Sunday, December 7, 2025
HOURS: 7am-9:30am ESTIMATED DAILY ATTENDANCE: 100 cyclists
DATES & TIMES OF EVENT SETUP & BREAKDOWN:
SET UP: 7-8am BREAKDOWN: 9-9:30am

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT

- ☐ FESTIVAL
- ☐ EXHIBIT(S)
- ☐ CARNIVAL/CIRCUS/FAIR
- ☐ GENERAL MEETING
- ☐ PARADE
- ☐ BLOCK PARTY OR PICNIC
- ☒ SPORTING EVENT/COMPETITION
- ☐ WEDDING/RECEPTION
- ☐ REVIVAL
- ☐ OTHER (EXPLAIN)

EVENT DETAILS

- ☐ ADMISSION CHARGE/TICKET SALES
- ☐ ALCOHOL SERVED
- ☐ ALCOHOL SALES
- ☐ FIREWORKS/PYROTECHNICS
- ☐ FOOD TRUCKS
- ☐ MERCH. VENDORS # OF: _____
- ☒ OPEN TO PUBLIC
- ☐ STREET/SIDEWALK CLOSURE
  HOURS OF: _____
- ☐ CITY WATER USED
- ☒ EVENT HELP PREVIOUSLY
- ☐ CITY ELECTRIC USED

EQUIPMENT AT EVENT

- ☐ AMPLIFIED SPEAKING/MUSIC
  HOURS OF: _____
- ☐ PORTABLE RESTROOMS
- ☐ SPORTS EQUIPMENT
- ☐ STAGE/PROPS/PRODUCTION
- ☒ TENTS # & SIZE OF: One 8'x8'
- ☐ TEMPORARY EVENT SIGNAGE
- ☐ DUMPSTERS/RECEPTACLES
- ☐ COOKING EQUIPMENT USED
- ☐ GAS ☐ OPEN FLAME
- ☐ OTHER (EXPLAIN):

City of Winter Garden
Community Development
300 West Plant Street
Winter Garden, FL 34787

(407) 656-4111
WWW.WINTERGARDEN-FL.GOV

Special Events Policies and Procedures

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.

Event Insurance

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, Groups without insurance, or groups that do no 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

Events with less than 25 in attendance: $25.00
Events with 25 - 200 people in attendance: $150.00 Events
with over 200 people in attendance: $1,000.00

Fees

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 or money order at least two weeks prior to the event date to avoid cancellation.

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.

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 if further commission approval will be required in 2 to 4 weeks. Conditions of approval document may be included as part of final approval.

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Special Events

Please provide a general description of the event that includes all features being proposed to take place. Elaborate on any7 of the above checked items, if necessary: (Use back if needed)

Please see attached

No Application will be accepted unless the following items are included.
(Approval process will not begin until the following is submitted):

- Copy of 501C-3 form signifying non-profit status (if applicable)
- Site plan indicating all affected areas, streets proposing to be closed, temporary power sources to be installed, portable restroom locations, vendor placement, parade route or any other significant features.
- Copy of applicant's insurance certificate naming the City of Winter Garden as additionally insured.
- If attendance is reasonably anticipated to be greater than 100 people, you should also include a plan for :
  - Sanitation – Restroom, port-o-let placement, potable water, trash receptacles & collection plan, etc.
  - Parking and Traffic – Rerouting traffic around blocked streets, parking for event patrons, etc.
  - Medical Care – First aid stations, EMS services, ambulance on site, etc.
  - Security – Off-Duty Officers schedules, security service utilized, # of event staff in attendance, etc.
- If you want to have any signage, please provide a site plan showing where signs are proposed (The City prohibits snipe signs).

For Official Use Only

Technician Initial: _____ Date Received: _____ ☐ Fee paid

City Manager/Designee: _____ Date: _____ Approved: ☐ Yes / ☐ No

Conditions:

8th Annual FOLA 40

Bike ride Around Lake Apopka

Friends of Lake Apopka was founded in 1991 by Winter Garden biologist Jim Thomas to advocate for the restoration of Florida's 4th largest lake.

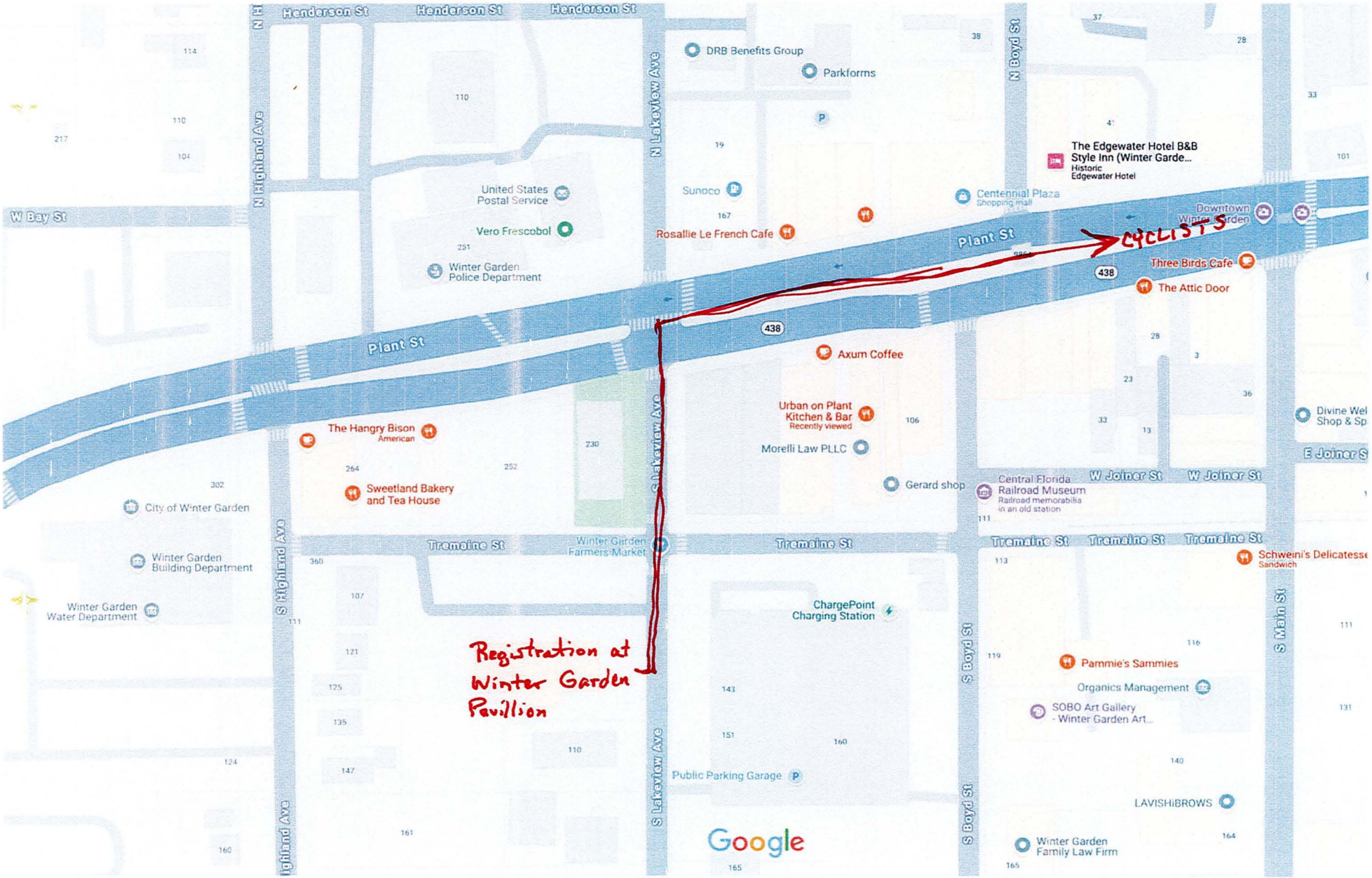
The FOLA 40 bicycle ride around Lake Apopka was started in 2017 to 1) raise awareness about the lake's continued restoration; 2) highlight the trail system around the lake; and 3) emphasize the need to connect the trails into a 42-mile safe cycling loop around Lake Apopka.

While we usually have the ride in Spring or Fall, we moved the 8th Annual FOLA 40 to Sunday, December 7th this year because in October, Lake County will connect Green Mountain Overlook to the Hancock Road Trail, eliminating the need to ride on shoulder-less CR 455 & CR 561a.

Orange County will connect West Orange Trail to Magnolia Park in 2026, completing the 42-mile Lake Apopka Loop Trail, which will sit on the

Florida Coast-to-Coast Connector trail and attract cyclists from all over the country.

Google Maps



Map data ©2025 Google 50 ft

2024 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 19, 2024
Secretary of State
2157332208CC

DOCUMENT# N50540

Entity Name: FRIENDS OF LAKE APOPKA, INCORPORATED

Current Principal Place of Business:

525 LAKE COVE POINTE CIRCLE
WINTER GARDEN, FL 34787

Current Mailing Address:

P.O. BOX 770355
WINTER GARDEN, FL 34777 US

FEI Number: 59-3174282

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DUNN, JOSEPH
525 LAKE COVE POINTE CIRCLE
WINTER GARDEN, FL 34787 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	KOONTZ, STEVE
Address	P.O. BOX 770355
City-State-Zip:	WINTER GARDEN FL 34777

Title	TREASURER
Name	WHITEHOUSE, DANIEL
Address	P.O. BOX 770355
City-State-Zip:	WINTER GARDEN FL 34777

Title	SECRETARY
Name	COMSTOCK, RACHEL
Address	P.O. BOX 770355
City-State-Zip:	WINTER GARDEN FL 34777

Title	VP
Name	CARTER, KRISTA
Address	P.O. BOX 770355
City-State-Zip:	WINTER GARDEN FL 34777

Title	DIRECTOR
Name	DUNN, JOSEPH
Address	P.O. BOX 770355
City-State-Zip:	WINTER GARDEN FL 34777

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIEL WHITEHOUSE TREASURER 02/19/2024

Electronic Signature of Signing Officer/Director Detail — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CF Insurance Services, Inc. DBA DeClue Brothers Insurance 218 S Lake Ave Apopka FL 32703	**CONTACT NAME:** Linda Knudsen **PHONE (A/C, No, Ext):** 407-884-7843 **FAX (A/C, No):** 407-884-6014 **E-MAIL ADDRESS:** linda@ins4fl.com
INSURED Friends of Lake Apopka (FOLA) PO Box 770355 Winter Garden FL 34777	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** United States Liability Insurance Company — 25895 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20250214104948757 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		SE1142287	12/07/2025	12/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Excluded
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as an Additional Insured for the General Liability policy.

CERTIFICATE HOLDER

City of Winter Garden
300 W. Plant Street
Winter Garden FL 34787

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Linda Knudsen

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