



**CITY COMMISSION AND COMMUNITY
REDEVELOPMENT AGENCY AGENDA
CITY HALL COMMISSION CHAMBERS
300 W. Plant Street
SEPTEMBER 13, 2012, 6:30 P.M.**

BUDGET HEARINGS

CALL TO ORDER

Determination of a Quorum

Invocation and Pledge of Allegiance

1. **FIRST READING AND PUBLIC HEARING TO ADOPT THE PROPOSED MILLAGE RATE AND BUDGETS FOR FISCAL YEAR 2012/2013** - City Manager Bollhoefer
 - A. **Ordinance 12-45:** AN ORDINANCE LEVYING TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF WINTER GARDEN, FLORIDA, FOR THE TAX YEAR BEGINNING ON OCTOBER 1, 2012 AND ENDING ON SEPTEMBER 30, 2013 **with the second reading and public hearing on September 27, 2012**
 - B. **Ordinance 12-46:** AN ORDINANCE APPROPRIATING AND ALLOCATING ALL REVENUE AND FUNDS OF THE CITY OF WINTER GARDEN, FLORIDA, FOR THE TAX YEAR BEGINNING ON OCTOBER 1, 2012 AND ENDING ON SEPTEMBER 30, 2013 **with the second reading and public hearing on September 27, 2012**
 - C. **Ordinance 12-47:** AN ORDINANCE APPROPRIATING AND ALLOCATING ALL REVENUE AND FUNDS OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF WINTER GARDEN, FLORIDA, FOR THE TAX YEAR BEGINNING ON OCTOBER 1, 2012 AND ENDING ON SEPTEMBER 30, 2013 **with the second reading and public hearing on September 27, 2012**
 - D. **Ordinance 12-48:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, AUTHORIZING THE APPROPRIATIONS OF CITY FUNDS FOR FISCAL YEAR 2012-13 IN ACCORDANCE WITH ARTICLE 3 SECTION 30 (5) OF THE CITY CHARTER OF THE CITY OF WINTER GARDEN, FLORIDA AND FLORIDA STATUTE 166.241 FOR THE PURPOSE OF FULFILLING THE FINANCIAL OBLIGATIONS OF THE CITY **with the second reading and public hearing on September 27, 2012**

REGULAR CITY COMMISSION MEETING

2. **APPROVAL OF MINUTES**
Budget Workshops and Regular Meetings of August 9, 2012 and August 23, 2012
3. **FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCE**
 - A. **Ordinance 12-44:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 105.68 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF WILLIAMS ROAD AND WEST OF AVALON ROAD(CR 545) ON THE NORTH AND SOUTH SIDE OF MARSH ROAD, AT 17201, 17301 AND 17310 MARSH ROAD AND 1751 WILLIAMS ROAD, FROM NO ZONING (NZ) TO URBAN VILLAGE PLANNED UNIT DEVELOPMENT (UVPUD); PROVIDING FOR CERTAIN UVPUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE WATERSIDE ON JOHN'S LAKE PHASE 2 URBAN VILLAGE PUD; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (Waterside on John's Lake Phase II) **with the second reading and public hearing being scheduled for September 27, 2012** – Community Development Director Williams
 - B. **Ordinance 12-53:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ARTICLE VII OF CHAPTER 62 OF THE WINTER GARDEN CITY CODE; PROVIDING FOR REVISED DEFINITIONS; PROVIDING FOR REVISED STANDARDS, REQUIREMENTS, CRITERIA AND CONDITIONS FOR SIDEWALK CAFES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN

EFFECTIVE DATE **with the second reading and public hearing being scheduled for October 11, 2012** – Community Development Director Williams

4. **SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCE**

A. **Ordinance 12-38:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, CREATING A NEW CHAPTER 19 OF THE CITY CODE TO BE ENTITLED FAIR HOUSING CODE; PROVIDING FOR A DECLARATION OF POLICY TO PROHIBIT DISCRIMINATION IN HOUSING ON THE BASIS OF RACE, COLOR, ANCESTRY, NATIONAL ORIGIN, RELIGION, SEX, MARITAL STATUS, FAMILIAL STATUS, HANDICAP OR AGE; PROVIDING DEFINITIONS; DESIGNATING AS UNLAWFUL CERTAIN DISCRIMINATORY PRACTICES IN THE SALE OR RENTAL OF HOUSING, AS WELL AS IN ADVERTISING IN CONNECTION THEREWITH, IN THE FINANCING OF HOUSING, AND IN BROKERAGE SERVICES RELATED TO EXCEPTIONS; PROVIDING FOR AN ADMINISTRATOR TO BE DESIGNATED BY THE CITY OF WINTER GARDEN AND PRESCRIBING THE GENERAL POWERS AND DUTIES OF SUCH ADMINISTRATOR, PRESCRIBING ACTION UPON A DETERMINATION OF PROBABLE CAUSE, AND AUTHORIZING THE PROMULGATION OF FORMS AND REGULATIONS; MAKING PROVISIONS FOR THE FILING OF COMPLAINTS AND RESPONSES THERETO, AND THE PROCESSING THEREOF BY THE ADMINISTRATOR; PROVIDING FOR ADDITIONAL REMEDIES; PROVIDING FOR PROHIBITING UNTRUTHFUL COMPLAINTS OR FALSE TESTIMONY; PROVIDING FOR PENALTIES FOR VIOLATION OF SUCH CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE - Economic Development Director Gerhartz

5. **FAIR HOUSING WORKSHOP**

Explanation of the protected classes within Ordinance 12-38 – Fred Fox, CDBG Consultant

6. **SECOND PUBLIC HEARING ON A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION**

- A. CDBG Funding Overview and Process
- B. Public comments invited

7. **REGULAR BUSINESS**

- A. **Resolution 12-17:** A RESOLUTION AUTHORIZING THE IMPLEMENTATION OF THE LONG TERM AND SHORT TERM OBJECTIVES OF THE CITY OF WINTER GARDEN COMMUNITY DEVELOPMENT PLAN – Economic Development Director Gerhartz
- B. **Resolution 12-18:** A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2012 – Economic Development Director Gerhartz

Dispense as the City Commission and convene as the Community Redevelopment Agency

- C. **Resolution CRA 12-19:** A RESOLUTION AUTHORIZING THE USE OF ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) OF CITY OF WINTER GARDEN FUNDING AS LEVERAGE FOR THE SMALL CITIES HOUSING REHABILITATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION THE CITY IS SUBMITTING TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2012 – Economic Development Director Gerhartz

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

- D. **PUBLIC HEARING OF RESOLUTION 12-16:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN GRANTING AN EXTENSION OF THE HICKORY HAMMOCK PLANNED UNIT DEVELOPMENT APPROVED BY ORDINANCE 06-05; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING – Community Development Director Williams
- E. Recommendation to approve extending the Alexander Ridge Planned Unit Development for one additional year to expire September 30, 2013 - Community Development Director Williams
- F. Recommendation to authorize the City Manager to negotiate purchasing 63 N. Boyd Street from CenturyLink for additional downtown parking - Community Development Director Williams
- G. Recommendation to approve bids and award contract for Trunk Line C, Phase 6 Project to Andrew Sitework, LLC, with a contract amount of \$809,340.92 that includes a 10 percent contingency – Public Services Director Cochran

- H. Recommendation to approve renewing the Water Atlas Interlocal Agreement with Orange County in the amount of \$6,750.00 – Public Services Director Cochran
- I. Recommendation to approve extending the Rural Metro ambulance service contract for one year (*Postponed August 23, 2012*)
- J. Recommendation to approve entering into an agreement with the Orange County School Board to continue the School Resource Officer Program – Police Chief Brennan
- K. Appointment to the General Employees’ Pension Board for expiring term of Theo Graham on September 30, 2012 – City Clerk Golden

8. **MATTERS FROM CITIZENS** (*Limited to 3 minutes per speaker*)

9. **MATTERS FROM CITY ATTORNEY** – Kurt Ardaman

10. **MATTERS FROM CITY MANAGER** – Mike Bollhoefer

- A. City Manager Employment Agreement (*Postponed August 23, 2012*)

11. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to Budget Hearings and Regular Meeting on September 27, 2012 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

NOTICE: 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.

	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 x2254.		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Director.
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ORDINANCE 12-45

AN ORDINANCE LEVYING TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF WINTER GARDEN, FLORIDA, FOR THE TAX YEAR BEGINNING ON OCTOBER 1, 2012 AND ENDING ON SEPTEMBER 30, 2013

WHEREAS, in order to provide the revenue necessary for the operation of the City for its Fiscal Year beginning October 1, 2012 and ending September 30, 2013, the City Commission of the City of Winter Garden has determined the rate of ad valorem tax levy that must be assessed for the year 2012; and

WHEREAS, the provisions of Chapter 200 of the Florida Statutes prescribing the method of fixing millage has been complied with.

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

SECTION 1: The City Commission of the City of Winter Garden hereby adopts, establishes and levies a millage rate for ad valorem taxation of real and tangible personal property within the City of Winter Garden for the Fiscal Year beginning October 1, 2012 and ending on September 30, 2013, at the rate of 4.2500 mills (\$4.2500 for every \$1,000 of assessed valuation) upon the assessed valuation of property within the corporate limits of the City of Winter Garden, Florida. This millage rate is less than the rolled back rate of 4.3585 mills by 2.49 percent.

SECTION 2: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3: Should any portion of this Ordinance be held invalid, then such portions as are not declared to be invalid shall remain in full force and effect.

SECTION 4: This Ordinance shall become effective immediately upon its becoming a law.

READ FIRST TIME AND PUBLIC HEARING HELD: _____

READ SECOND TIME AND PUBLIC HEARING HELD: _____

APPROVED:

Mayor/Commissioner John Rees

ATTEST:

Kathy Golden, City Clerk

ORDINANCE 12-46

AN ORDINANCE APPROPRIATING AND ALLOCATING ALL REVENUE AND FUNDS OF THE CITY OF WINTER GARDEN, FLORIDA, FOR THE TAX YEAR BEGINNING ON OCTOBER 1, 2012 AND ENDING ON SEPTEMBER 30, 2013

WHEREAS, the amount necessary as determined by the City Commission of the City of Winter Garden, Florida to defray the actual operating requirements of the municipal government of said City for the Tax Collection Year which begins October 1, 2012 and which ends on September 30, 2013 is the sum of \$24,653,959; and

WHEREAS, tax levy on all taxable real and tangible personal property within said City is necessary to be made in the total amount of 4.2500 mills (\$4.2500 for every \$1,000 of assessed valuation) to be allocated to the General Fund; and

WHEREAS, it is anticipated that there will be available for use and disbursement from the general funds of said City, revenue in the following amounts:

Collection of Ad Valorem	\$ 7,770,831
Revenue other than Ad Valorem	<u>16,622,056</u>
TOTAL REVENUES	\$24,392,887
Appropriations from Fund Balance	<u>261,072</u>
TOTAL AVAILABLE FOR EXPENDITURES	\$24,653,959

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

SECTION 1: That the sum of \$24,653,959 and such portion thereof as may be realized from the collection of the remainder of current taxes and other anticipated revenue is hereby allocated and appropriated to the General Fund of said City.

SECTION 2: All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3: Should any portion of this Ordinance be held invalid, then such portions as are not declared to be invalid shall remain in full force and effect.

SECTION 4: This Ordinance shall become effective immediately upon its becoming a law.

READ FIRST TIME AND PUBLIC HEARING HELD: _____

READ SECOND TIME AND PUBLIC HEARING HELD: _____

APPROVED:

Mayor/Commissioner John Rees

ATTEST:

Kathy Golden, City Clerk

ORDINANCE 12-47

AN ORDINANCE APPROPRIATING AND ALLOCATING ALL REVENUE AND FUNDS OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF WINTER GARDEN, FLORIDA, FOR THE TAX YEAR BEGINNING ON OCTOBER 1, 2012 AND ENDING ON SEPTEMBER 30, 2013

WHEREAS, the amount necessary as determined by the City Commission of the City of Winter Garden, Florida to defray the actual operating requirements and appropriations to Fund Balance of the CRA of said City for the Tax Collection Year which begins October 1, 2012 and which ends on September 30, 2013 is the sum of \$7,951,798; and

WHEREAS, tax levy on all taxable real and tangible personal property within said CRA in excess of the base year 1991 taxable value of \$23,063,944 is necessary to be allocated to the CRA for Area I; and

WHEREAS, tax levy on all taxable real and tangible personal property within said CRA in excess of the base year 1996 taxable value of \$548,114 is necessary to be allocated to the CRA for Area II; and

WHEREAS, it is anticipated that there will be available for use and disbursement from the CRA funds of said City, revenue in the following amounts:

Collection of Ad Valorem	\$ 305,342
Revenue other than Ad Valorem	<u>7,069,860</u>
TOTAL REVENUES	\$7,375,202
Appropriations from Fund Balance	<u>576,596</u>
TOTAL AVAILABLE FOR EXPENDITURES	\$7,951,798

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

SECTION 1: That the sum of \$7,951,798 and such portion thereof as may be realized from the collection of the remainder of current taxes and other anticipated revenue is hereby allocated and appropriated to the CRA of said City.

SECTION 2: All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3: Should any portion of this Ordinance be held invalid, then such portions as are not declared to be invalid shall remain in full force and effect.

SECTION 4: This Ordinance shall become effective immediately upon its becoming a law.

READ FIRST TIME AND PUBLIC HEARING HELD: _____

READ SECOND TIME AND PUBLIC HEARING HELD: _____

APPROVED:

Mayor/Commissioner John Rees

ATTEST:

Kathy Golden, City Clerk

ORDINANCE 12-48

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, AUTHORIZING THE APPROPRIATIONS OF CITY FUNDS FOR FISCAL YEAR 2012-13 IN ACCORDANCE WITH ARTICLE 3 SECTION 30 (5) OF THE CITY CHARTER OF THE CITY OF WINTER GARDEN, FLORIDA AND FLORIDA STATUTE 166.241 FOR THE PURPOSE OF FULFILLING THE FINANCIAL OBLIGATIONS OF THE CITY

WHEREAS, the City Manager of the City of Winter Garden, Florida has submitted an estimate of the expenditures necessary to carry on the City government for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013; and

WHEREAS, the estimated revenues to be received by the City during said period from ad valorem taxes and other sources has been submitted to the City Commission; and

WHEREAS, all applicable legal requirements pertaining to public notices and hearings have been satisfied within specified deadlines and prior to final adoption of this Ordinance; and

WHEREAS, the City Commission has examined and carefully considered the proposed budget;

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

SECTION 1. Authority. The City Commission of the City of Winter Garden has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 166 and 200, Florida Statutes.

SECTION 2. Adoption of Final Budget. Attached hereto as Exhibit "A" and incorporated herein by reference is the final budget for the City of Winter Garden for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013, said final budget being hereby confirmed, adopted and approved in all respects by the City Commission of the City of Winter Garden.

SECTION 3. Appropriations. There are hereby expressly appropriated out of anticipated revenues all funds and monies necessary to meet the appropriations stipulated by and in said final budget.

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

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon it becoming a law.

READ FIRST TIME AND PUBLIC HEARING HELD: _____

READ SECOND TIME AND PUBLIC HEARING HELD: _____

APPROVED:

CITY OF WINTER GARDEN, FLORIDA

Commissioner Kent W. Makin

Mayor/Commissioner John Rees

Commissioner James R. Buchanan

Commissioner Robert M. Olszewski

Commissioner Colin P. Sharman

ATTEST:

Kathy Golden, City Clerk



City of Winter Garden

Fiscal Year 2012/2013

Proposed Budget



WINTER GARDEN

CITY OF WINTER GARDEN
Fiscal Year 2012/2013
Proposed Budget

JOHN REES
Mayor

KENT W. MAKIN
Commissioner, District 1

JAMES R. BUCHANAN
Commissioner, District 2
Mayor Pro Tem

ROBERT M. OLSZEWSKI
Commissioner, District 3

COLIN P. SHARMAN
Commissioner, District 4

MICHAEL L. BOLLHOEFER
City Manager



WINTER GARDEN

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WINTER GARDEN

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WINTER GARDEN

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WINTER GARDEN

BUDGET MESSAGE

CITY OF WINTER GARDEN



OFFICE OF THE CITY MANAGER

300 W. PLANT STREET

WINTER GARDEN, FL 34787

TEL: (407) 656-4111 • FAX (407) 656-1073

August 9, 2012

To the Honorable Mayor, Members of the City
Commission, and the Citizens of the
City of Winter Garden, Florida:

In accordance with Article III of the City Charter, I am pleased to present for your consideration the recommended budget for fiscal year 2012/2013. This document sets the recommended expenditures/expenses for operations and for capital improvements for the upcoming fiscal year.

This Annual Budget Document has been prepared in a format similar to that used last year. Actual expenditures for the past fiscal year, along with the original and amended budget for the current fiscal year, and a proposed budget for the upcoming fiscal year are listed for each department and division of the City. The amended budget column reflects all budget amendments approved by the City Manager or the City Commission through the middle of July, 2012. The 2012/13 budget column includes recommendations for the upcoming fiscal year. These recommendations reflect expenditures proposed by the various City departments as modified by the City Manager. Detailed information on proposed capital expenditures is illustrated in both the Capital Outlay and the Five-Year Capital Improvement Plan sections of this document.

BUDGET HIGHLIGHTS

GENERAL FUND: Projected Revenues for Fiscal Year 2012/13, after eliminating budgeted use of fund balance, property sales, grants and other non-recurring items, increased 2.8% from FY 2011/12. This increase in revenues was more than offset by increases in expenditures, thus the City will use \$214,728 of unassigned fund balance to balance the budget, which will bring the projected unassigned fund balance to \$4,264,062 at the end of fiscal year 2013. This will bring unassigned fund balance to 18% of expenditures, which is below the target minimum of 30%.

Ad Valorem taxes, which comprise 31.9% of budgeted General Fund revenues, are projected to decrease \$57,440, or 0.7% as a result of a nominal decrease property values. The April 1, 2012 population estimate provided to us by the University of Florida, Bureau of Economics and Business Research, was 36,063, a population growth of 2.2% over the prior year. Local Government Half-Cent Sales Tax and State Revenue Sharing revenues represent 23.5% of

budgeted General Fund revenues, with the Half-Cent Sales Tax Revenue projected to increase \$241,992 or 5.4% and State Shared Revenues projected to increase \$93,793 or 10.1%.

Utility Franchise Fees and Taxes have been budgeted at a 3.1% increase or \$161,176 over last year. These revenues comprise 22.1% of budgeted general fund revenue. The Communications Service Tax, 5.5% of budgeted General Fund revenue, is projected to decrease 0.5%.

On the personnel side, the budget includes a 2.0% combination cost-of-living and merit increase for all employees, with merit increases examined on a case by case basis.

Health insurance costs are budgeted for a 0% increase. The City will continue to pay 50% of the cost for dependent coverage and 100% of employee only coverage through December 2012. Approximately 48% of our employees have some type of dependent coverage. Beginning January 2012, employees will pay between 0-25% of the cost of coverage depending upon meeting certain criteria in the City's new Wellness Program. In addition to health, the City provides basic life and long-term disability coverage at no cost to the employee.

The City continues to participate in the pooled self-insured program administered by Public Risk Management. Premiums for worker's compensation, property, and general liability insurance are budgeted to increase 5.0% this year.

On a percent of pay basis, the City's pension contribution rates will increase from 10.29% to 11.31% for the General Employee Plan and increase from 12.48% to 13.09% for the Fire and Police Plan.

Conservative fiscal management and continued efforts to control operational costs will serve the City well as we continue in these economically uncertain times. We continue to maintain and improve infrastructure, provide our employees with one of the best benefit packages in the State, and still manage to maintain our solid financial condition. With the current economic climate, we anticipate revenues to remain depressed for the next few years. Therefore, operating expenditures and capital projects will be affected. We anticipate working with a Financial Advisor in the future and developing a plan to fund Capital Projects through the issuance of debt. As we move forward, we need to become more efficient and carefully examine existing activities and any new activities, eliminating those that do not add value and adding those that do.

Following are specific departmental highlights:

Legislative: The Legislative budget will decrease 12.6% for fiscal year 2012/13. This is primarily due to no scheduled elections for fiscal year 2013.

Executive: The Executive budget will decrease 26.5% for fiscal year 2012/13. This decrease is primarily due to a nonrecurring appropriation in the prior year budget of \$176,451 for cleanup costs associated with a brownfield site owned by the City.

Economic Development: The Economic Development budget will increase 6.4% for fiscal year 2012/13.

City Clerk: The City Clerk budget will increase 3.6% for fiscal year 2012/13.

Finance: The Finance budget will increase 2.2% for fiscal year 2012/13.

Administrative Services: The Administrative Services budget will increase 6.1% for fiscal year 2012/13.

Community Development: The Community Development Department budget will decrease 13.6% from the prior year. This is primarily due to reductions in personnel costs.

Police: The Police Department budget will increase 0.3% this year.

Fire: The Fire Department budget increases 17.5% over last year. This is primarily due to the budgeted purchase of a fire engine for fiscal year 2013.

Public Services: The Public Services budget will increase 0.8% from the prior year.

Legal: The Legal budget will increase 1.5% for fiscal year 2012/13.

IMPACT FEE FUND: There is one major project slated for the fiscal 2012/13 budget year. The Public Services Department will fund improvements to County Road 545 South/Tilden Intersection (\$3,100,000).

UTILITY FUND: The Utility Department operating budget will increase 8.4% from the prior year.

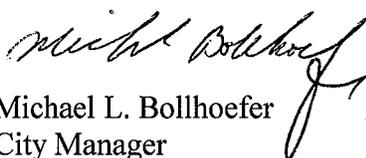
STORMWATER FUND: The Stormwater Fund budget decreases 60.6% from the prior year. This is primarily due to a reduction in the capital budget of \$926,969 from the prior year.

SOLID WASTE FUND: This year's budget increases 3.3% from the prior year.

TRAILER CITY FUND: Trailer City's budget will increase 1.8% over the prior year.

In conclusion, the City is in sound financial condition. We continue to maintain a low debt burden and a responsible level of fund balances. This budget serves the citizens of the community well by providing the funds necessary to maintain and improve the City's infrastructure, ensure qualified and responsive fire and police protection, and provide those amenities that define our community.

Respectfully submitted,


Michael L. Bollhoefer
City Manager



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Winter Garden
Florida**

For the Fiscal Year Beginning

October 1, 2011

Linda C. Dawson Jeffrey R. Enos

President

Executive Director

**SUMMARY OF PROPOSED BUDGETS
FISCAL YEAR 2012/2013**

<u>CLASSIFICATION</u>	<u>GENERAL FUND</u>	<u>PERMANENT FUNDS</u>	<u>SPECIAL REVENUE FUNDS</u>	<u>DEBT SERVICE FUND</u>	<u>CAPITAL PROJECTS FUNDS</u>	<u>ENTERPRISE FUNDS</u>	<u>FIDUCIARY FUNDS</u>	<u>TOTAL</u>
CARRYFORWARD FUND BALANCE	4,662,002	-	8,010,369	401	-	18,314,294	40,830,707	71,817,773
REVENUES								
Ad Valorem Taxes	7,770,831	-	-	-	-	-	-	7,770,831
Sales, Use, and Fuel Taxes	-	-	1,417,647	-	-	-	-	1,417,647
Utility and Service Taxes	4,463,612	-	-	-	-	-	-	4,463,612
Local Business Taxes	175,860	-	-	-	-	-	-	175,860
Permits, Fees, & Special Assessments	2,906,702	-	981,090	-	-	1,883,031	-	5,770,823
Intergovernmental Revenue	5,903,872	-	347,936	-	-	-	437,195	6,689,003
Charges for Services	2,721,690	-	-	-	-	13,757,629	-	16,479,319
Fines and Forfeitures	92,706	-	8,867	-	-	-	-	101,573
Interest and Other Earnings	60,632	-	189,326	1	-	269,806	3,036,019	3,555,784
Miscellaneous Revenues	296,982	-	-	-	-	96,231	1,985,533	2,378,746
Total Revenues	24,392,887	-	2,944,866	1	-	16,006,697	5,458,747	48,803,198
NON-REVENUES								
Interfund Transfers	-	-	4,306,729	1,374,861	-	4,637,207	-	10,318,797
Other Non-Revenues	-	-	6,750,000	-	-	-	-	6,750,000
TOTAL REVENUE & OTHER FINANCING SOURCES								
	24,392,887	-	14,001,595	1,374,862	-	20,643,904	5,458,747	65,871,995
TOTAL ESTIMATED REVENUES & BALANCES								
	29,054,889	-	22,011,964	1,375,263	-	38,958,198	46,289,454	137,689,768
EXPENDITURES/EXPENSES								
General Government	4,452,840	-	-	-	-	-	2,372,687	6,825,527
Public Safety	13,298,491	-	489,144	-	-	-	-	13,787,635
Physical Environment	1,268,048	-	-	-	-	22,657,444	-	23,925,492
Transportation	1,262,949	-	4,066,269	-	-	-	-	5,329,218
Economic Environment	207,818	-	7,379,464	-	-	-	-	7,587,282
Human Services	150,560	-	-	-	-	-	-	150,560
Culture & Recreation	2,535,210	-	-	-	-	-	-	2,535,210
Total Expenditures/Expenses	23,175,916	-	11,934,877	-	-	22,657,444	2,372,687	60,140,924
NON-EXPENSE DISBURSEMENTS								
Debt Service	-	-	12,541	1,226,067	-	229,684	-	1,468,292
Interfund Transfers	1,478,043	-	4,203,547	-	-	4,637,207	-	10,318,797
Other Non-Expense Disbursements	-	-	-	-	-	-	-	-
TOTALS EXPENDITURES/EXPENSES								
	24,653,959	-	16,150,965	1,226,067	-	27,524,335	2,372,687	71,928,013
Reserves	4,400,930	-	5,860,999	149,196	-	11,433,863	43,916,767	65,761,755
TOTAL APPROPRIATED EXPENDITURES & RESERVES								
	29,054,889	-	22,011,964	1,375,263	-	38,958,198	46,289,454	137,689,768



WINTER GARDEN

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BUDGET POLICY

Powers and Responsibilities of the City Commission

Powers

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

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

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

- (12) By order of the City Commission, those officers listed in paragraph (8) above who are indicted for a felony will be suspended from office, without pay, until acquitted and the office filled by appointment for the period of suspension. By order of the City Manager, any other municipal officer or employee indicted for a felony will be suspended from office, without pay, until acquitted and the office filled as hereinbefore provided for the period of suspension.

Responsibilities

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

The Role of the Staff to the City Commission

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

Fiscal Policy Statement

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

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

Financial Structure

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

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

Governmental Funds include the following five fund types:

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

- e. Capital Project Funds account for the accumulation and use of resources for the acquisition of major buildings and other capital facilities where a specific project is designated or required.

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

Proprietary Funds include the following fund type:

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

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

Fiduciary Funds include the following fund type:

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

Budget Process

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

Policy Document:

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

Operations Guide:

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

Financial Plan:

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

Communications Device:

The budget seeks to communicate summary information, including an overview of significant budgetary issues and trends, to aid the reader in interpreting the documents. It describes the process for preparing, reviewing and adopting the budget for the fiscal year. The document has been drafted with the goal of providing information that will be valuable and understandable to the average reader.

Budget Preparation

In May the Finance Department developed a fiscal model to project revenues and expenditures for the next fiscal year. This model provides the City with a clear vision of the level of financial control needed to develop upcoming fiscal year budgets. Based on the model's results, target expense levels for FY 2012/13 were provided to operating divisions. Those divisions were challenged to maximize services while maintaining a budget within the City's fiscal capacity.

During the FY 2012/13 budget cycle, the Finance Department made available to each department a budget manual and access to the financial accounting software so that each department's budget could be entered into the system to compare to last fiscal year actual and current fiscal year-to-date projected figures. This provided a helpful tool to the departments to determine a realistic budget.

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

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

Following Commission approval of the final spending plan, Finance Department staff will prepare the approved budget for distribution to departments and other interested parties. The budget for the upcoming year becomes effective October

1st and the spending plan, as authorized by the Commission, will be implemented throughout the fiscal year.

Budgetary Basis

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

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

Budget Adoption and Modification

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

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

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

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

Capital Budgeting

The City maintains a Capital Improvement Program (CIP), which covers a five-year period and is updated annually. The Finance Department determines the amount of funds available for capital projects. Proposed projects are prioritized and the available funds are allocated accordingly. The Capital Improvement Projects detail is included in the 5-Year Capital Improvement Plan section of this book, but the funding for these projects is included in the budget in each appropriate division.

FY 2012/13 Budget Assumptions

Based on available economic data and the City Manager's priorities, the Fiscal Year 2012/13 Revenue and Expenditure/Expense budgets were prepared using the following:

Revenues:

- Ad valorem revenues were budgeted at 96%.
- The proposed citywide millage rate remained at 4.2500 mills.
- Interest income projections reflect maintenance of current interest rates.
- The budget for certain revenues funded by the State, including the local government half-cent sales tax, was prepared based on estimates provided by the Florida Office of Economic Development and Research. These revenues may be revised during FY 2012-13 based on updated projections or economic changes. The City has adjusted the State's projected revenues due to the economic conditions we are currently facing. Therefore, balancing a budget with less than State projected revenues to limit the impact of an adjustment in the first or second quarter of the new fiscal year to the city.

Expenditures/Expenses:

- Personal Services: Budgeted figures for salaries include a 2.0% cost-of-living/merit increase for all employees.

- Operating Expenditures/Expenses: Departments were requested to submit a reduced budget after adjustments for salaries and capital expenditures in an effort to operate within revenues estimated to increase marginally.
- Capital Outlay: Departments were requested to provide thorough justifications for all capital equipment needs. Special attention was given to heavy equipment by looking at creative alternatives such as leasing, contract services, and equipment sharing.
- Capital Improvements: Projects were budgeted according to prioritized needs and funds availability. The detailed listing of projects by fund is located in the 5-Year Capital Improvement Plan.
- Reserves: Efforts have been made to maintain reserves at a healthy level while continuing to provide excellent services to the citizens.

Analyzing Services and Planning a Strategy

In an effort to shape the current and future goals of the City, Winter Garden's strategic planning process is in full swing. Strategic planning is one step in a seven step series that utilizes citizen based performance and a budget management program. This leads to the formation of a vision and guidance for the City which, in turn, shapes the goals and objectives of each department operation. The citizen based performance and budget management program involves the following seven steps:

- : : Citizen input – survey, HOA coalition, plus more
- : : Strategic Planning – compile and analyze data
- : : Program/Activity planning
- : : Budget for results
- : : Manage for results
- : : Measure and evaluate results
- : : Report results

The strategic plan is explained, and the departmental business plans for the upcoming year are featured, in the next section of this budget book.

Fund Balance

Section 166.241 of Florida Statutes requires budgets to be balanced, meaning total revenues must equal total estimated expenditures for each fund. Therefore, if anticipated revenues equal estimated expenditures, it can be assumed that the beginning fund balance will be maintained. Fund balance may be used as a source of revenue if there is an imbalance between revenues and expenditures. Since reserves are created over time, drawing down on reserves should be done in measured amounts and for specific purposes. Structural imbalances (revenue insufficient to support ongoing expenditure requirements) cannot be sustained through the use of reserves and must be appropriately addressed.

A major indicator of the City's fiscal health is the reserve balance maintained in the General Fund. The Government Finance Officers Association (GFOA) recommends maintaining an unrestricted fund balance in the General Fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures, for all general-purpose governments, regardless of size. The City's target is 30 percent of expenditures.

The following table contains a list of major governmental City funds and nonmajor governmental funds in the aggregate that have a fund balance, the expected draw on or addition to fund balance in the current year, and the use of or addition to fund balance in the proposed budget. Balances shown represent total fund balance less nonspendable amounts. The amount shown as "Expected Change FY2011/2012" is the budgeted use of fund balance since this fiscal year is still underway at the time of publication. There is no expectation that final year-end results will necessitate a draw greater than the amount in the schedule and it is quite possible, in some instances, that the required draw will be less than what is shown. Following the table is a detailed discussion for fund balances presented that are expected to change more than 10%.

Spendable Fund Balance Status

Fund	Fund Balances 09/30/2011	Expected Change FY 11/12	Estimated Balance 09/30/2012	Budgeted Change FY 12/13	Projected Balance 09/30/2013	Percent Change FY 12/13
General Fund	\$ 4,789,162	\$(127,160)	\$ 4,662,002	\$ (261,072)	\$ 4,400,930	(5.6%)
Community Redevelopment Agency	(80,584)	(63,179)	(143,763)	(576,596)	(720,359)	401.1%
Impact Fee	18,086,419	(9,927,521)	8,158,898	(1,574,987)	6,583,911	(19.3%)
Nonmajor Governmental	1,695,031	(1,699,396)	(4,365)	151,008	146,643	(3459.5%)
Total Governmental Funds	\$24,490,028	\$(11,817,256)	\$12,672,772	\$(2,261,647)	\$10,411,125	(17.9%)

Changes in Fund Balance Greater than 10%

Community Redevelopment Agency Fund

The Community Redevelopment Agency receives tax increment revenues from the City and County which must be used to revitalize the Community Redevelopment Area. The Community Redevelopment Agency Fund is used to account for the collection of these tax increment revenues and the allocation of those fees to these revitalization efforts. Fund (deficit) is projected to increase in FY 2012/2013 due to an increase in planned projects from the prior year.

Impact Fee Fund

The City assesses impact fees on new development for police, fire, recreation, and transportation. The Impact Fee Fund is used to account for the collection of impact fees and the allocation of those fees to capital projects. Since funds are collected at the time a building permit is issued, the City has impact fee revenue that it holds pending the construction of capacity-related projects. The projected reduction of fund balance for FY 2012/2013 is due primarily to a major road intersection improvement project in the amount of \$3,100,000.

Nonmajor Governmental Funds

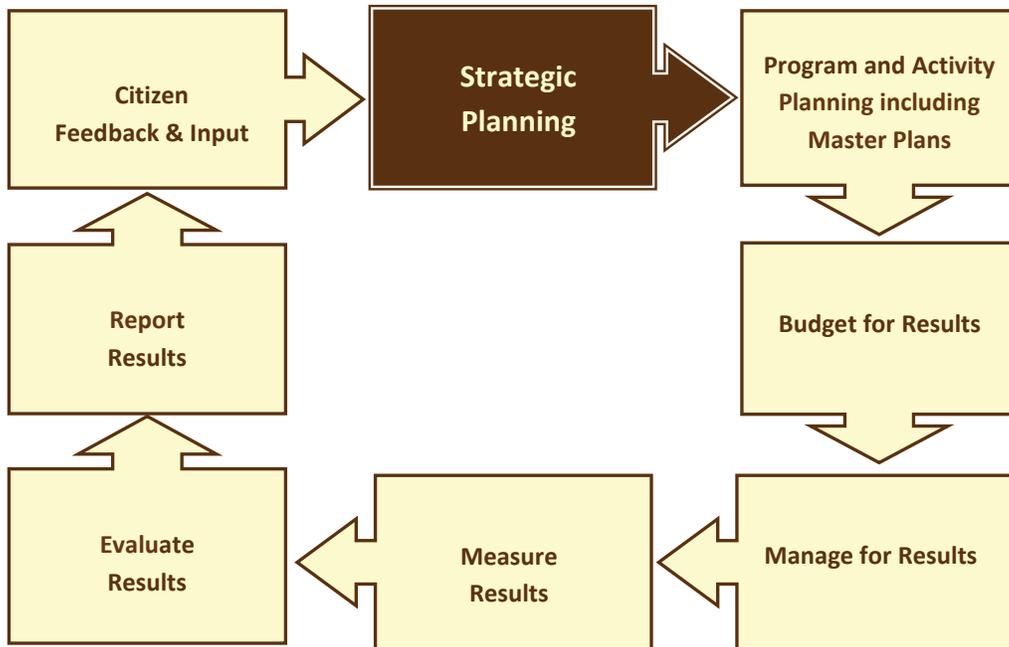
Fund balance of Nonmajor Governmental Funds will be increased in FY 2012/2013. This is primarily due to budgeted transfers into the Debt Service Fund to meet anticipated reserve requirements for a debt issuance needed to fund a new parking garage in the City's downtown.



WINTER GARDEN

STRATEGIC PLAN

Strategic Planning Model



Performance Management Model



The Winter Garden Way

Mission Statement

To be the best small city in the State of Florida

Our Vision

Winter Garden will be a safe, family-oriented city growing according to a plan that enhances our sense of community;

Providing many varied recreational, cultural, educational and housing opportunities for diverse families and individuals;

Creating the business- friendly environment necessary to attract and retain quality companies, supporting well paid employment opportunities for all our residents;

Setting aside sufficient green space to protect our natural environment;

And preserving the character, charm and history that define us.

Core Values

Deliver **quality services equitably** and **respectfully**.

Provide **transparent** and **accountable** government.

Encourage **civic engagement** from the entire community.

Provide **sound fiscal management** in order to maintain a low tax rate.

Maintain the highest levels of **honesty** and **integrity**.

Hire, retain, develop and promote **top talent** based on merit and qualifications.

Strive for **continuous improvement** through innovative solutions.

Foster a culture of **teamwork** and **collaboration**.

STRATEGIC PRIORITIES & GOALS

ENSURE A SAFE COMMUNITY

Aim police presence at property and personal crimes to ensure residents feel safe in all parts of Winter Garden, day or night.



FIRE & RESCUE

Protection and preservation of life and property



POLICE

Increase sense of safety throughout downtown and all residential communities

ENCOURAGE A THRIVING COMMUNITY

Encourage a sustainable thriving economy that maintains a prosperous downtown and good jobs for people with different skills.



COMMUNITY DEVELOPMENT

Ensure speedy and quality turnaround service during plan review and permitting process



ECONOMIC DEVELOPMENT

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

Foster entrepreneurship and empower business start-ups to bolster commerce

Encourage a vibrant Downtown, which in turn creates a thriving City

PROTECT THE SENSE OF COMMUNITY

Protect the history and small town character of Winter Garden to preserve its sense of community.



COMMUNITY RELATIONS

Provide an improved sense of community inclusion

PROVIDE AN ATTRACTIVE COMMUNITY

Keep the City and its gateway corridors attractive and clean.



COMMUNITY DEVELOPMENT

Improve the aesthetics of both public and private areas of the City



PUBLIC SERVICES: Wastewater, Stormwater & Streets

Keep the City corridors attractive and clean



PARKS & RECREATION

Keep pedestrian areas and landscapes beautiful

PROVIDE SOUND FISCAL MANAGEMENT

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



FIRE & RESCUE

Improve control of Fire Department's operating cost



INFORMATION TECHNOLOGY

Reduce overall technology cost through alternative solutions



FISCAL MANAGEMENT

Submit balanced budget within control parameters to maintain low tax rates

Enable the acquisition of "need based" alternative City funding through Federal and/or State grants

Improve treasury management methods to enhanced controls, customer service and cost savings



PUBLIC SERVICES: Administration

City capital improvements provided at a low cost



UTILITY BILLING

Improve collections policy and procedures to provide cost savings for the City

STRATEGIC PRIORITIES & GOALS

PRESERVE THE NATURAL ENVIRONMENT

Protect the natural environment and enhance green spaces.



COMMUNITY DEVELOPMENT

Increase natural land areas throughout the City



FACILITIES MANAGEMENT

Improve sustainability program to make the City more green-friendly



PUBLIC SERVICES: Wastewater, Stormwater Collection & Streets

Reduce pollution in Lake Apopka through cleaner streets and stormwater systems



PUBLIC SERVICES: Administration

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



PUBLIC SERVICES: Solid Waste

Improve the natural environment through increased recycling awareness
Reduce the amount of solid waste going into the landfill



PUBLIC SERVICES: Environmental Services

Protect groundwater resources through water conservation

PROVIDE RECREATION, ARTS & CULTURE

Provide facilities and programs for recreation, arts and culture that help to keep residents and visitors active and healthy.



PARKS & RECREATION

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

Provide diverse and high quality micro public events

SUPPORT PUBLIC EDUCATION & LEARNING OPPORTUNITIES

Support elevating the quality of K-12 public education and broaden opportunities for advanced adult learning.



COMMUNITY RELATIONS

Continue partnering with local schools

RECRUIT AND DEVELOP TOP TALENT

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



HUMAN RESOURCES

Recruit and select high quality candidates for all positions

Increase development opportunities for City employees



INFORMATION TECHNOLOGY

Increase City staff computer proficiency level to enable efficient and effective performance

STRATEGIC PRIORITIES & GOALS

MAINTAIN QUALITY SERVICES & INFRASTRUCTURE

Maintain a network of high quality services and infrastructure for all parts of Winter Garden.



INFORMATION TECHNOLOGY

Support Public Services utilities to ensure proper asset replacement cycles throughout the City



PUBLIC SERVICES: ENGINEERING

Ensure timely completion of all planned CIP projects annually

Ensure regulatory compliance with FDEP/NPDES permit



PUBLIC SERVICES: Wastewater, Stormwater Collection & Streets

Prolong the service life of the City's infrastructure

Reduce citizen storm water complaints



PUBLIC SERVICES: Water/Reclaimed Distribution & Streets

Increase water pressure and minimize water service interruptions for residents



PUBLIC SERVICES: Administration

Reduce flooding incidents from adverse weather conditions



PUBLIC SERVICES: Wastewater & Reclaimed Water

Improve odor control at wastewater treatment facility



PUBLIC SERVICES: Water Treatment & Pumping

Raise consumer confidence in the City's drinking water

Compliance with Consumptive Use Permit



PUBLIC SERVICES: Environmental Services

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

IMPROVE AND MAINTAIN MOBILITY

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



COMMUNITY DEVELOPMENT

Improve vehicular and pedestrian mobility throughout the City



PUBLIC SERVICES: Water/Reclaimed Distribution & Streets

Improve automobile transportation and pedestrian infrastructure

DELIVER QUALITY SERVICES EQUITABLY & RESPECTFULLY

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



CITY CLERK

Provide requested records in the least amount of time as possible



FACILITIES MANAGEMENT

Provide "best in class" customer service by completing work orders timely & effectively

Ensure high quality janitorial services throughout the City



FLEET MANAGEMENT

Ensure longevity of City vehicles to maximize economies of scale



INFORMATION TECHNOLOGY

Enable City staff to be more productive in how services are delivered to the community



COMMUNITY RELATIONS

Deliver Excellent Customer Service to all Citizens & Residents



HUMAN RESOURCES

Achieve a productive and safe workplace



UTILITY BILLING

Provide a responsive and consistent Utility Billing service experience



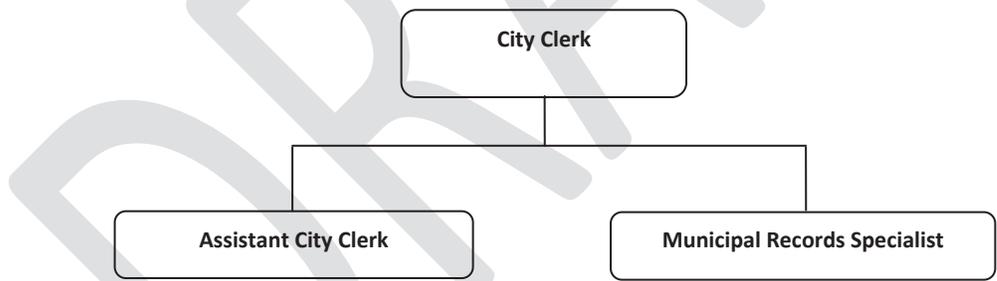
CITY CLERK'S DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS

<p>MISSION STATEMENT: Ensure the integrity of the legislative process, municipal elections, administrative support, disseminated information and official public documents.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Proceedings management office of the legislative body • Custodian of the city seal, all ordinances, resolutions, and records of general or permanent character pertaining to the affairs of the city • Administer oaths • Administration of municipal elections
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Simultaneously receiving multiple records requests • Staffing turnover whereby the new staff must be able to timely locate and respond to records requested • Prompt notification by the City Attorney of impending litigation to ensure proper maintenance of the related records 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • Monitoring of legislative statutory or administrative law actions related to records • Maintaining good partnerships with departments to reduce records request response times • Departments providing the City Clerk's office with all contracts/agreements

Organizational Structure

FTE: 3



FY 2012-2013 STRATEGIC PRIORITY, GOAL & OBJECTIVE

Strategic Priority #1

Deliver Quality Services Equitably and Respectfully

Department Goal

Provide requested records in the least amount of time as possible

Objective

- Monitor and enhance the City's records management process to ensure that **95%** of all **standard requests** are fulfilled within **5** business days throughout FY 2012/2013.

Performance Indicator

*Percentage of Standard Requests Fulfilled within 5 Business Days – Number of **standard records requests** that were received and fulfilled less than or equal to 5 business days compared to total standard records requests fulfilled throughout the fiscal year. **Standard records requests** are submitted by institutions or commercial entities that reflect moderate levels of detail to compile and fulfill.*

KEY PERFORMANCE INDICATOR RESULTS & TARGET

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
OPERATIONAL INDICATOR			
Percentage of Standard Requests Fulfilled within 5 Business Days	90%	100%	95%



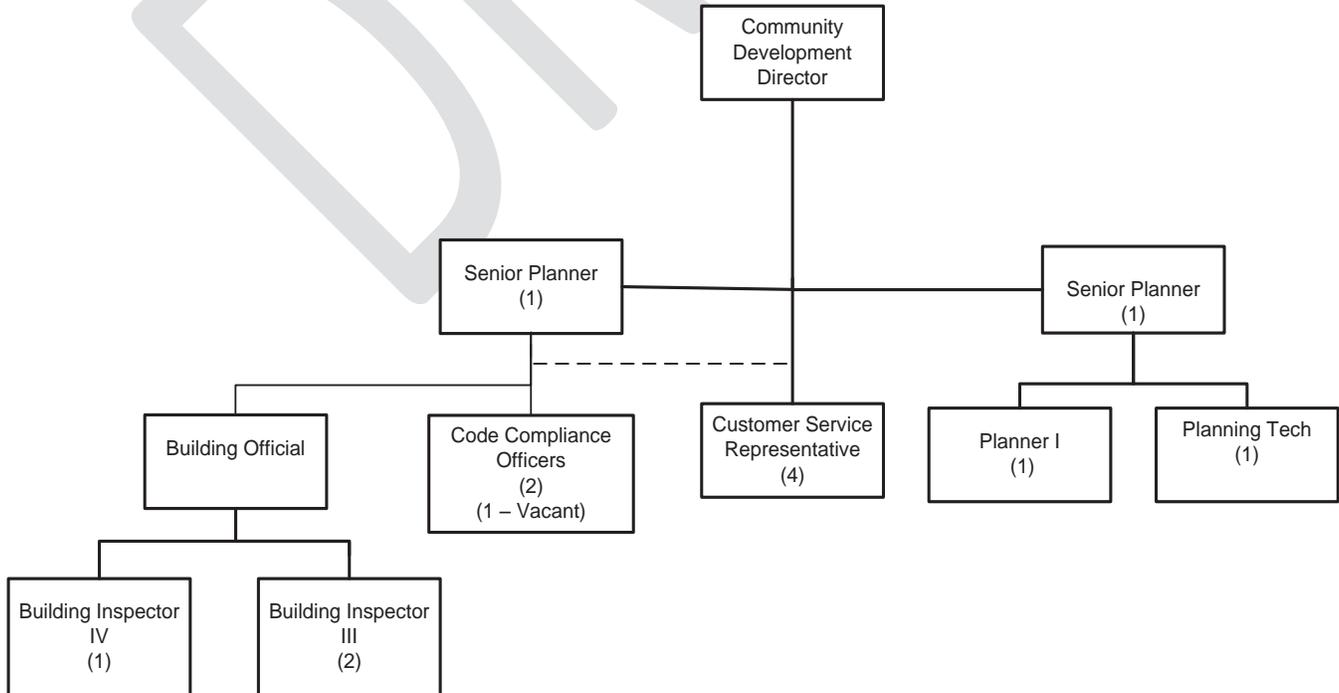
COMMUNITY DEVELOPMENT DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS

<p>MISSION STATEMENT: To grow a sustainable City while preserving and enhancing both its natural and built environments.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Oversee Development Review of Land Development Projects • Maintain City's Comprehensive Plan • Maintain and update City's development codes • Review building plans • Issue building permits • Conduct building inspections • Enforce City codes • Collect business taxes
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Legislative growth management changes and mandates • Effect of the state of the economy on land/property maintenance, development and re-development. • Impact of concurrency requirements and standards • Coordination of state and regional agencies with municipal goals 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • Funding levels for staff and equipment needs will remain as expected • Political support in place to grow community in a responsible manner • Necessary tools will be available to enable an effective and efficient Development Review Process

Organizational Structure

FTE: 15



FY 2012-2013 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Improve and Maintain Mobility

Department Goal

Improve vehicular and pedestrian mobility throughout the City

Objective

- Partner with developers and community stakeholders to redesign as well as improve transportation connectivity and access to the downtown district by September 2015.

Performance Indicators

Amount of Public Parking Satisfaction Index – Percentage of citizens who feel positive about the availability and access to public parking and parking facilities throughout the City

Availability of Paths and Walking Trails Satisfaction Index – Percentage of citizens who feel positive about the availability and access to paths trails throughout the City

Ease of Bicycle Travel Satisfaction Index – Percentage of citizens who feel positive about traveling by bicycle throughout the City

Ease of Car Travel Satisfaction Index – Percentage of citizens who feel positive about vehicle travel and mobility throughout the City

Ease of Walking Satisfaction Index – Percentage of citizens who feel positive about pedestrian mobility throughout the City

Traffic Flow on Major Streets Satisfaction Index – Percentage of citizens who feel positive about traffic movement throughout the City

Strategic Priority #2

Encourage a Thriving Economy

Department Goal

Ensure speedy and quality turnaround service during plan review and permitting process

Objective

- Evaluate and improve Building process for plan review and permitting to reduce average overall permitting turnaround time by **23%** from **13** days to **10** days by September 2013.

Performance Indicators

Average Overall Permitting Turnaround Time – Time taken to turnaround commercial and residential permit from application to notification of permit issuance

Average Commercial Permitting Turnaround Time – Overall permitting turnaround time for commercial applications only from application to notice of permit issuance

Average Residential Permitting Turnaround Time – Overall permitting turnaround time for residential applications only from application to notice of permit issuance

% of Commercial Permits within Review Standard – Number of commercial permits that were turned around within the required # of review days for all commercial permit types compared to total commercial permits processed

% of Residential Permits within Review Standard – Number of residential permits that were turned around within the required # of review days for all residential types compared to total residential permits processed

Strategic Priority #3
Preserve the Natural Environment

Department Goal

Increase natural land areas throughout the City

Objective

- Ensure sufficient green space is allotted by new developers to increase 'preservation of natural land areas satisfaction index' from **66%** to **70%** by September 2013.

Performance Indicator

***Preservation of Natural Land Areas Satisfaction Index** – Percentage of Citizens who feel positive about Winter Garden's preservation of open space, farmlands and greenbelts*

Strategic Priority #4
Provide an Attractive Community

Department Goal

Improve the aesthetics of both public and private areas of the City

Objective

- Revamp code compliance efforts and procedures to improve voluntary citizen compliance and increase the 'code enforcement satisfaction index' from **67%** to **70%** by September 2013.

Performance Indicators

***Code Enforcement Satisfaction Index** – Percentage of citizens who feel positive about the enforcement of the City's Code throughout Winter Garden*

***% Citizen Initiated Complaints** – Number of citizen reported complaints received by phone, e-mail and GovQa compared to total complaints received (from all sources)*

***% Citizen Initiated Complaints that Become Violations** – Percentage of reported complaints which become actual cases reported by citizens*

***% Staff Driven Violations** – Number of code cases reported or generated by staff compared to total code cases*

***Average Days Taken to Close a Code Case** – Number of days to obtain compliance on a violation once it becomes a case*

***% of Complaints/Cases brought into compliance before citation and/or CEB** – Number of complaints, violations and cases that voluntarily complied before an official citation was given and/or Code Enforcement Board hearing compared to total code complaints, violations and cases*

KEY PERFORMANCE INDICATORS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATORS			
Amount of Public Parking Satisfaction Index	68%	N/A	70%
Availability of Paths and Walking Trails Satisfaction Index	80%	N/A	82%
Ease of Bicycle Travel Satisfaction Index	74%	N/A	76%
Ease of Car Travel Satisfaction Index	72%	N/A	74%
Ease of Walking Satisfaction Index	77%	N/A	79%
Traffic Flow on Major Streets Satisfaction Index	63%	N/A	68%
Preservation of Natural Land Areas Satisfaction Index	66%	N/A	70%
Code Enforcement Satisfaction Index	67%	N/A	70%
% Citizen Initiated Complaints	21%	25%	TBD
% Citizen Initiated Complaints that Become Violations	91%	80%	TBD
OPERATIONAL INDICATORS			
Avg. Overall Permitting Turnaround Time (days)	13	13.3	TBD
Avg. Commercial Permitting Turnaround Time (days)	25	32	TBD
Avg. Residential Permitting Turnaround Time (days)	10	10.8	TBD
% of Commercial Permits within Review Standard	87%	29%	TBD
% of Residential Permits within Review Standard	75%	18%	TBD
Average Days Taken to Close a Code Case	16	0	TBD
% Staff Driven Violations	78%	73%	TBD
% of Complaints/Cases brought into compliance before citation and/or CEB	N/A	N/A	TBD



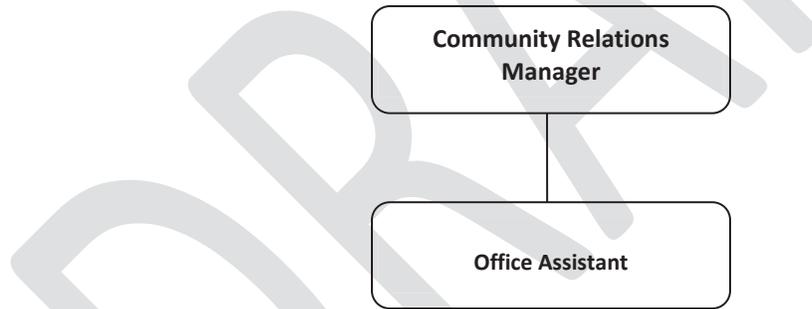
COMMUNITY RELATIONS DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS

<p>MISSION STATEMENT: Proactively engage the Winter Garden community to establish relationships between the City and its residents, businesses, governmental entities, and other stakeholders.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Lead publicity initiatives with residents and businesses regarding City functions, services and programs • Direct marketing programs to enhance the public image of the City • City liaison with community groups, residents, governmental agencies, and the media
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Apathy towards local government • Difficulty in communicating effectively to various groups due to language and cultural barriers 	<p>BUSINESS ASSUMPTIONS</p> <ul style="list-style-type: none"> • More information provided to citizens will increase their understanding of City functions • Knowledge of events in the City will lead to increased participation and attendance • Citizens want to experience a sense of community and to be a part of their community

Organizational Structure

FTE: 2



FY 2012-2013 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Protect the Sense of Community

Department Goal

Provide an improved sense of community inclusion

Objective

- Encourage residents' sense of inclusion and overall public information awareness using Community Relations Marketing Plan, Publications and other media to increase 'sense of community satisfaction index' from **79** to **80%** by September 2013.

Performance Indicators

Sense of Community Satisfaction Index – % of Citizens who feel positive about the overall sense of community cohesiveness
Public Information Services Satisfaction Index – Percentage of citizens who feel positive about the City's public information services
Opportunities to Participate in Community Matter Satisfaction Index – % of Citizens who feel positive about their level of access and awareness to participate in matters that impact the community
Job Winter Garden Government Does at Welcoming Citizens Involvement Satisfaction Index – % of Citizens who feel positive about how well the City includes and involves them in government affairs

Strategic Priority #2

Support Public Education and Learning Opportunities

Department Goal

Continue partnering with local schools

Objective

- Enhance school partnerships through the West Orange Consortium to achieve a 'City participation in schools satisfaction rating' of **85%** by September 2013.

Performance Indicators

City Participation in Schools Satisfaction Rating – Percentage of principals who rated the City's participation in local public schools (that Winter Garden children attend) as good or excellent (on a 5pt scoring scale) determined by the use of surveys
% of City employees who completed Teach-In Events – # of City employees who complete a class period for Teach In at local school compared to total City FTE
Avg. West Orange Consortium Participation % – # of Principals and Parent Organizations attending West Orange Consortium meetings held twice a year compared to total Principals and Parent Organizations throughout West Orange county. (average of both meetings)

Strategic Priority #3

Deliver Quality Services Equitably and Respectfully

Department Goal

Deliver Excellent Customer Service to all Citizens & Residents

Objective

- Develop and improve the GovQa service delivery process to achieve timely and satisfactory outcomes when handling all service needs by realizing a 'service process and service outcome satisfaction rating' of **85%** and **70%**, respectively.

Performance Indicators

Service Process Satisfaction Rating – Citizen satisfaction level of the request process on 5 point scale in Gov QA Satisfaction Survey (excludes anonymous requests)

Service Outcome Satisfaction Rating – Citizen satisfaction level of request outcome on 5 point scale in Gov QA Satisfaction Survey (excludes anonymous requests)

Initial Acknowledgement Response Rate (within 24 hrs.) – % of requests that are acknowledged with 24 hours by City staff

Second Acknowledgement Response Rate (within 72 hrs.) – % of requestors given timeframe and next step of actions by City staff within 72 hours

% of Requests Resolved within Provided Timeframe – % of requests accomplished within the expected timeframe

% Satisfied with Resolution Timeframe – Citizen satisfaction level of the time taken to resolve matters on 5 point scale in the Gov QA Satisfaction Survey (excludes anonymous requests)

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATORS			
Sense of Community Satisfaction Index	79%	N/A	80%
Public Information Services Citizens Survey Index	72%	N/A	74%
Opportunities to Participate in Community Matter Satisfaction Index	70%	N/A	75%
Job Winter Garden Government Does at Welcoming Citizens Involvement Satisfaction Index	74%	N/A	78%
City Participation in Schools Satisfaction Rating	83%	TBD	85%
Service Process Satisfaction Rating	N/A	78%	81%
Service Outcome Satisfaction Rating	N/A	85%	87%
% Satisfied with Resolution Timeframe	N/A	N/A	80%
OPERATIONAL INDICATORS			
% of City employees who completed Teach-In Events	10%	15%	17%
Avg. West Orange Consortium Participation %	N/A	N/A	85%
Initial Acknowledgement Response Rate (within 24 hrs.)	N/A	75%	78%
Second Acknowledgement Response Rate (within 72 hrs.)	N/A	73%	75%
% of Requests Resolved within Provided Timeframe	N/A	61%	64%



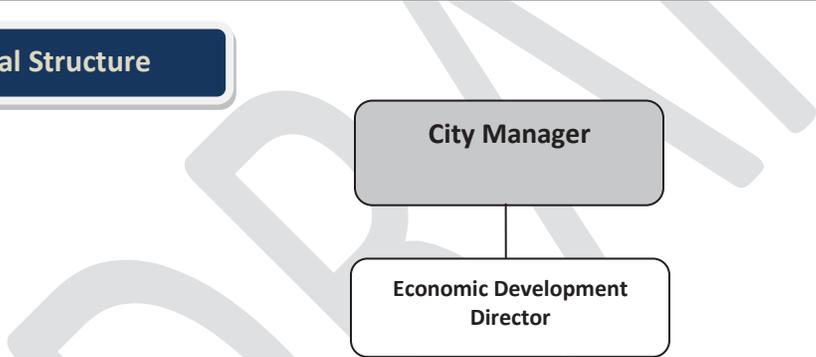
ECONOMIC DEVELOPMENT DEPARTMENT

BUSINESS PLAN & PERFORMANCE INDICATORS

<p>MISSION STATEMENT: Promote a sustainable and thriving economy that maintains a prosperous business community that yields diverse job opportunities.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Business Recruitment • Economic Gardening – Business Development, Technical Assistance & Partnerships • Downtown and Redevelopment • Business Marketing & Promotion • Strategic Educational Alliances Formation
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Unstable economic environment, including: <ul style="list-style-type: none"> ○ Tightened capital markets ○ Weakened housing market ○ Business contraction ○ Diminished consumer confidence ○ High unemployment rate 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • Growth expected within small to mid-sized businesses • Growth expected in health care, green technology, digital and creative technology and retail sectors • Flat tax revenues and job growth

Organizational Structure

FTE: 1



FY 2012-2013 STRATEGIC PRIORITY, GOALS & OBJECTIVES

Strategic Priority #1 Encourage a Thriving Economy

Department Goals

*Provide a business-friendly environment that creates desirable and successful businesses
Foster entrepreneurship and empower business start-ups to bolster commerce
Encourage a vibrant Downtown, which in turn creates a thriving City*

Objectives

- Develop programs that encourage successful businesses through business development, technical assistance and networking to increase ‘employment opportunity satisfaction index’ from **43%** to **50%** by September 2013.
- Provide local businesses with assistance and create programs that better facilitate and expedite entrepreneurial growth by September 2015.

- Develop and execute a Downtown strategy to strengthen and enhance the District in order to maintain a downtown occupancy rate of at least **90%** annually by September 2015.

Performance Indicators

Employment Opportunity Satisfaction Index – Percentage of citizens who feel positive about employment opportunities in the city

Business Community Satisfaction Rating – Number/Percentage of Businesses that are satisfied with WG's business environment and City economic programs. (To survey 200 businesses)

City-wide Occupancy Rate – Occupied square footage compared to total square footage throughout the City (includes Downtown)

of Businesses Assisted – Number of businesses that contacted the City for economic assistance and about business opportunities

of Business Start-Ups & Expansions – Number of new businesses and expansions annually throughout Winter Garden measured by Business Tax data

Downtown Occupancy Rate – Occupied square footage compared to total square footage of Downtown District

Downtown Lease Rates/Square Footage – Dollar value per square footage paid in rent on a per annum basis throughout the Downtown District

of Attendees at City Flagship Events – Total number of attendees yearly at Music Fest, Bloom and Grow, Art Fest and Music Fest 2 events who were exposed to the City' branding efforts and made an economic impact on local Downtown businesses

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATORS			
Employment Opportunity Satisfaction Index	43%	N/A	50%
Business Community Satisfaction Rating	N/A	N/A	80%
OPERATIONAL INDICATORS			
City-wide Occupancy Rate	N/A	88%	90%
# of Businesses Assisted	N/A	180	200
# of Business Start-Ups & Expansions	200	210	240
Downtown Occupancy Rate	94%	92%	90%
Downtown Lease Rates/Square Footage	N/A	\$15	\$18
# of Attendees at City Flagship Events	18,000	TBD	20,000



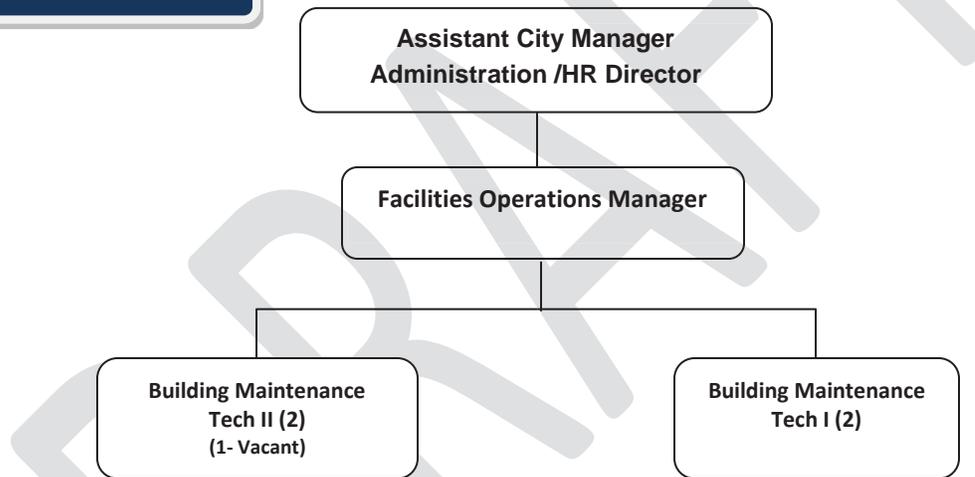
FACILITIES MANAGEMENT DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS

<p>MISSION STATEMENT: Enhance and maintain the appearance and safety of the City by the efficient management of its facilities.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Maintenance of City facilities • Selection and management of products, contracts and vendors • Manage the City's sustainability program (also known as green initiatives)
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Cost of sustainability innovations • Lack of staff to adequately maintain facilities at desired service levels • Realizing higher than expected costs of maintaining facilities 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • Sufficient funding will be available for training, education, sustainability and maintenance

Organizational Structure

FTE: 4.5



FY 2012-2013 STRATEGIC PRIORITIES, GOALS AND OBJECTIVES

Strategic Priority #1

Deliver Quality Services Equitably and Respectfully

Department Goals

*Provide "best in class" customer service by completing work orders timely and effectively
Ensure high quality janitorial services throughout the City*

Objectives

- Proactively review customer service process and experience to improve the facilities management satisfaction rating from **9.2** to **9.5** by June 2013.
- Provide janitorial staff feedback on cleaning performance to increase the janitorial satisfaction rating from **8.2** to **8.3** by June 2013.

Performance Indicators

Facilities Management Satisfaction Rating – Average score measuring employee satisfaction concerning the timeliness and quality of Facilities work order service response (1-10 scale where 1=extremely dissatisfied and 10=exceeds expectations)

Janitorial Satisfaction Rating – Average score measuring employee satisfaction with the overall quality of janitorial services throughout the City (1-10 scale where 1=extremely dissatisfied and 10=exceeds expectations)

% of Clean Inspections – Average score measuring clean inspections throughout the City (1-10 scale where 1=extremely dissatisfied and 10=exceeds expectations)

Strategic Priority #2

Preserve the Natural Environment

Department Goal

Improve sustainability program to make the City more green-friendly

Objectives

- Through proactive green maintenance, achieve an energy consumption reduction of **15,000 kWh** or **10.3 CO₂e** (Greenhouse Gases Reduced) by June 2013.
- Through innovative fleet sustainable ideas, achieve a carbon dioxide reduction of 200 GHG (kg).

Performance Indicators

Energy Consumption Reduction – Total kWh reduced by retrofits (occupancy sensors) and preventive maintenance throughout the City

Greenhouse Gases Reduced (GHG) – Total metric tons of GHG reduced by retrofits and preventive maintenance throughout the city maintained buildings as measured by converting kilowatt hours saved into the carbon footprint measure of CO₂e

Net Cost Reductions from Energy Consumption – Average savings realized by ¢/kWh reduced through retrofits and preventive maintenance

Carbon Dioxide Reduction (kg) – Total reduction of carbon dioxide emitted per gallon of motor gasoline per fiscal year burned by converting the number of EV charging sessions/kWh measured in GHG (kg).

PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATORS			
Facilities Management Satisfaction Rating (1-10 scale)	9.2	TBD	TBD
Janitorial Satisfaction Score (1-10 scale)	8.2	TBD	TBD
FINANCIAL INDICATORS			
Net Cost Reductions from Energy Consumption	\$3,258.00	\$3,064.00	\$1,800.00
OPERATIONAL INDICATORS			
Average Janitorial Service Staff Survey Response Rate	34%	TBD	TBD
Energy Consumption Reduction (kWh)	27,152	25,534	15,000
Greenhouse Gases Reduced (CO2e)	24.9	17.6	10.3
Carbon Dioxide Reduced (kg)	N/A	133.535	200

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FIRE/RESCUE DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS

MISSION STATEMENT:

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

CORE FUNCTIONS:

- Fire, medical, and other incident responses
- Fire inspections
- Emergency Preparedness

CHALLENGES:

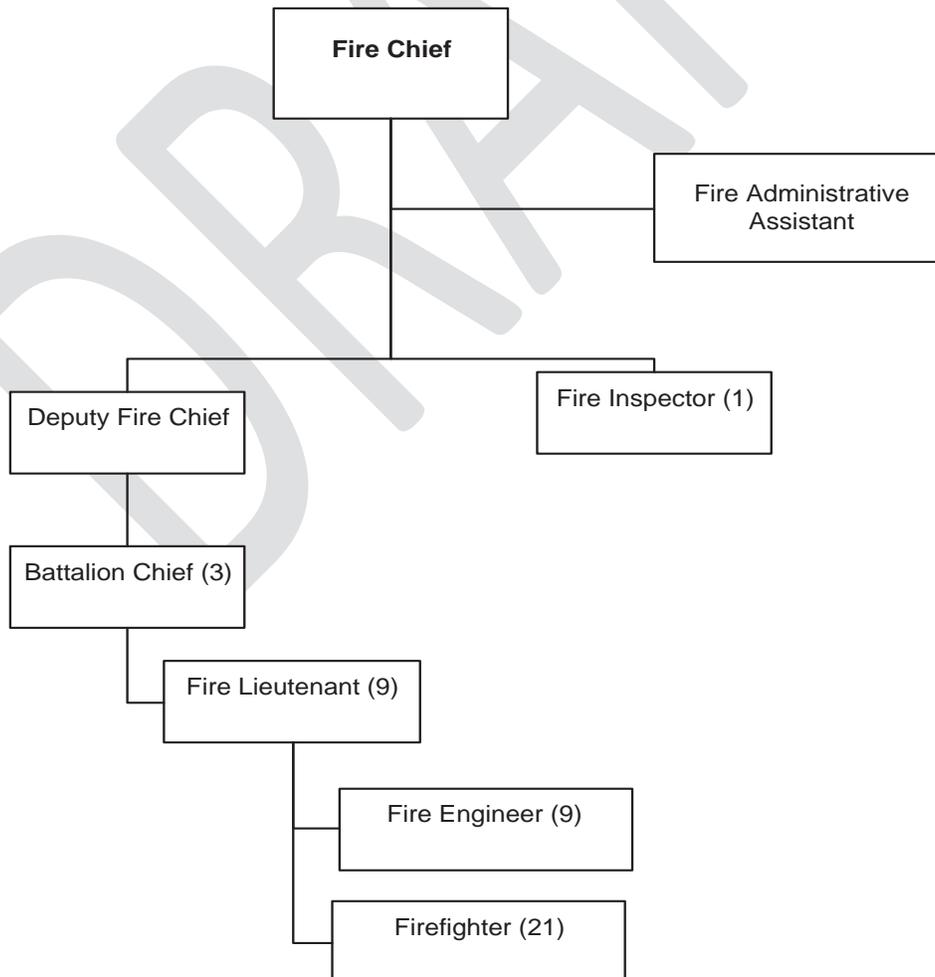
- Insufficient funding to maintain service levels in a poor economy
- Inability to implement creative staffing solutions due to inexperienced employees

BUSINESS ASSUMPTIONS:

- Sufficient funding to accomplish the goals of the department
- Reliable dispatching/communication services
- Citizens will respond well to outreach efforts

Organizational Structure

FTE: 46



FY 2012-2013 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Ensure a Safe Community

Department Goal

Protection and preservation of life and property

Objectives

- Prepare community for natural disasters and other emergency situations by rolling out an emergency awareness campaign/program and distributing resource kits to improve the 'emergency preparedness satisfaction index' from **68%** to **75%** September 2013.
- Improve the 'fire prevention & education satisfaction index' from **82%** to **86%** through a continued fire prevention outreach campaign to conduct smoke detector inspections in all manufactured homes by September 2013.
- Expand the Citizen/Business Owner CPR training program to improve the 'CPR certified per 1000 residents ratio' of **2.94** to **6.2** (where for every 1000 residents there are 6 individuals in the community trained to use CPR) by September 2013.

Performance Indicators

Emergency Preparedness Satisfaction Index – Percentage of Citizens who feel positive about how prepared the Fire Department is for emergencies

Fire Prevention & Education Satisfaction Index – Percentage of Citizens who feel positive about the Department's efforts to promote fire prevention and education

CPR Certified / 1,000 Residents Ratio – The number of individuals (residents and business owners) who are CPR trained and certified to-date compared to per 1,000 Winter Garden residents in any given year. (Formula: Total number of residents CPR trained / (Total City population (34,000) divided by 1,000 = 34). Alternatively, this measure reflects the number of WG residents who are trained in CPR life-saving techniques on a per 1,000 residents basis.

Strategic Priority #2

Provide Sound Fiscal Management

Department Goal

Improve control of Fire Department's operating cost

Objective

- Establish, implement and monitor a firefighter staffing plan to include policies and management practices that will reduce 'labor cost percentage of total Fire Department expenses' from **86%** to **83%** and 'over-time cost percentage of total Fire Department expenses' from **6.8%** to **5.5%** by September 2013.

Performance Indicators

Labor Cost % of Total Fire Dept. Expense – Labor expenditures (salaries, wages, OT and benefits in dollars) realized monthly/annually compared to total Fire & Rescue Department expenditures

Fire Labor Expense Variance to Budget – Difference or change (in dollars) between actual and budgeted labor expenditures in the Fire & Rescue Dept.

Over-Time Cost % of Total Fire Dept. Expenses – Total labor over-time expenses (in dollars) realized monthly/annually compared to total Fire & Rescue Department expenditures

Fire OT Expense Variance to Budget – Difference or change (in dollars) between actual and budgeted over-time expenditures in the Fire & Rescue Dept.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATORS			
Emergency Preparedness Satisfaction Index	68%	TBD	75%
Fire Prevention & Education Satisfaction Index	82%	TBD	86%
FINANCIAL INDICATORS			
Labor Cost % of Total Fire Dept. Expense	85.6%	85.6%	TBD
Fire Labor Expense Variance to Budget	(\$462,018)	\$9,469	TBD
Over-Time Cost % of Total Fire Dept. Expenses	6.8%	5.8%	TBD
Fire OT Expense Variance to Budget	(\$92,865)	(\$23,542)	TBD
OPERATIONAL INDICATORS			
CPR Certified / 1,000 Residents Ratio	3.26	4.88	6.2

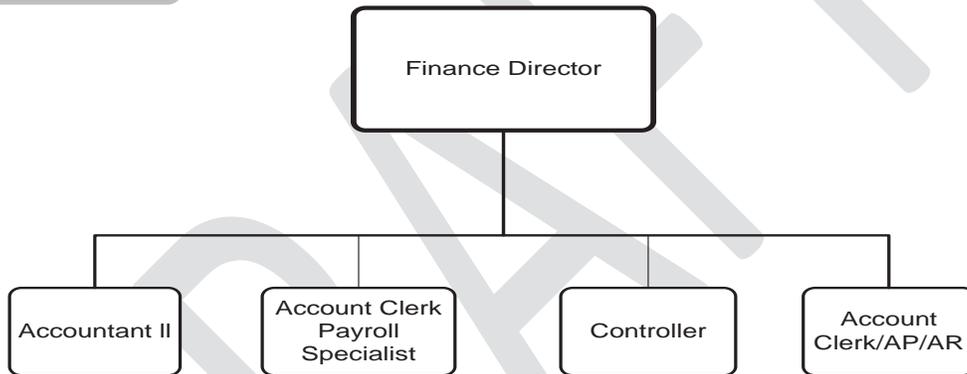


FISCAL MANAGEMENT DEPARTMENT BUSINESS PLAN & KEY PERFORMANCE INDICATORS

MISSION STATEMENT: Preserve financial wellness and the fiscal integrity of the City as well as facilitate accounting and procurement standards.	CORE FUNCTIONS: <ul style="list-style-type: none"> Financial Management – Treasury, Management & Budgeting, Accounting & Controls Payroll Administration Accounts Payable & Accounts Receivable
CHALLENGES: <ul style="list-style-type: none"> Unfavorable legislative changes Declining property values Economic instability of the state and nation Declining availability of Federal and State funding 	BUSINESS ASSUMPTIONS: <ul style="list-style-type: none"> Favorable audited financial statements Sufficient revenue will be available to maintain current service levels

Organizational Structure

FTE: 5



FY 2012-2013 STRATEGIC PRIORITY, GOALS & OBJECTIVES

Strategic Priority #1

Provide Sound Fiscal Management

Department Goals

- Submit balanced budget within control parameters to maintain low tax rates*
- Enable the acquisition of "need based" alternative City funding through Federal and/or State grants*
- Improve treasury management methods to enhanced controls, customer service and cost savings*

Objectives

- Use of quarterly department financial reports for detailed budget variance analysis in order to achieve a 'budget to actual' variance of +/- 5% in the City's overall financials by September 2013.
- Develop grant writing guidelines that encourage grant applications based on City needs and the degree in which they directly impact the City's strategic priorities while acquiring \$1m in grant funding per year by September 2014.

- Identify and implement process to deliver direct deposit remittance advices to **100%** of employees electronically and eliminate printing/hand delivery procedures by January 2013.
- Enroll vendors (new & existing) to receive payments from the City via electronic funds transfer to realize mail related cost saving of **\$2k** annually by September 2014.
- Identify treasury opportunities and implement a plan to improve controls and efficiencies in the collections and deposit process to reduce overall bank deposit lag time on payments received from an average of **8** business days to **2** business days by September 2013.

Performance Indicators

Budget to Actual Variance Percentage – Percentage difference between overall actual results and the revised budget expectations relative to the City's financials

of Financial Business Reviews with Departments – Number of times financial business reviews are conducted with department directors

Total Grant Dollars Awarded – Total grant monies awarded to the City annually

Grant Dollars Awarded to Core Functions – Grant monies acquired specifically for City core function areas and aligned with strategic priorities: public safety, infrastructure and economic development

Grant Award Success Rate – Percentage of total awarded grants to the City compared to the total grants written/applied for/submitted

% of DD Employees Receiving Remittance Advices Electronically – Number of direct deposit employees who receive electronic payment advices compared to total employees on direct deposit

Mailing Cost Savings from EFT Methods – Net cost savings realized reducing mailed payments to vendors due to increased use of electronic funds transfer transition

% of Vendor Payments Delivered Via EFT Methods – Number of vendor payments made via electronic funds transfer divided by total vendor payments

Deposit Lag Time Between Fund Receipt and Bank Deposit – Average number of days taken to make a bank account deposit once the City comes into possession of physical payments

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
FINANCIAL INDICATORS			
Budget to Actual Variance (+/- Percent)	11%	TBD	+/- 5%
Grant Dollars Awarded	\$319,539	\$0	\$1,000,000
Grant Dollars Awarded to Core Functions	N/A	N/A	\$650,000
Mailing Cost Savings from EFT Methods	N/A	N/A	\$2,000
OPERATIONAL INDICATORS			
# of Financial Business Reviews with Departments	5	1	TBD
Grants Award Success Rate	75%	TBD	65%
% of DD Employees Receiving Remittance Advices Electronically	N/A	0%	100%
% of Vendor Payments Delivered Via EFT Methods	N/A	TBD	80%
Deposit Lag Time Between Fund Receipt and Bank Deposit (in days)	N/A	8	2



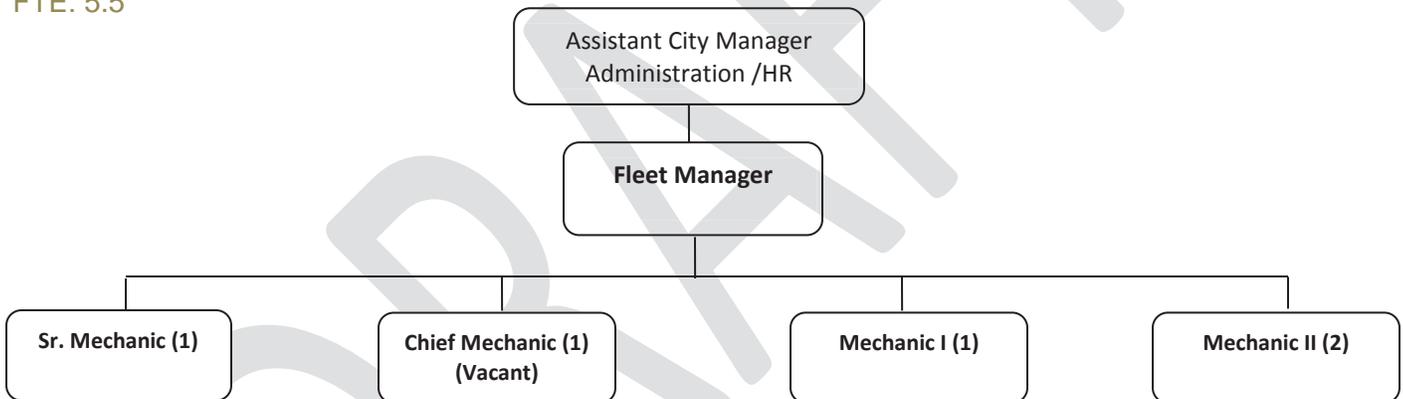
FLEET MANAGEMENT DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS

MISSION STATEMENT: To efficiently maintain a safe and reliable fleet of City's vehicles.	CORE FUNCTIONS: <ul style="list-style-type: none"> • Preventive maintenance and repairs of vehicles and equipment • Fleet management and replacement • Fuel management & Fuel management systems
CHALLENGES: <ul style="list-style-type: none"> • Increasing costs associated with maintaining an aging fleet • Skill level keeping pace with evolving technology 	BUSINESS ASSUMPTIONS: <ul style="list-style-type: none"> • Vehicle replacement cycles will be increased

Organizational Structure

FTE: 5.5



FY 2012-2013 STRATEGIC PRIORITY, GOAL & OBJECTIVES

Strategic Priority #1

Deliver Quality Services Equitably and Respectfully

Department Goal

Ensure longevity of City vehicles to maximize economies of scale

Objectives

- Improve preventative maintenance management system to improve the scheduled preventative maintenance adherence rate of **30%** by June 2013.
- Ensure all Fleet technicians are ASE certified by June 2013.

Performance Indicators

Scheduled Preventative Maintenance Adherence Rate – Number of cars brought in for service by department within 30 days or 500 miles of required service (service required every 6 months or 5k miles) compared to total number of cars requiring preventative maintenance

Fleet Technicians that are ASE certified – Percentage of Fleet personnel certified through Automotive Service Excellence.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
OPERATIONAL INDICATORS			
Scheduled Preventative Maintenance Adherence Rate	N/A	N/A	30%
Technicians ASE Certified	75%	75%	100%

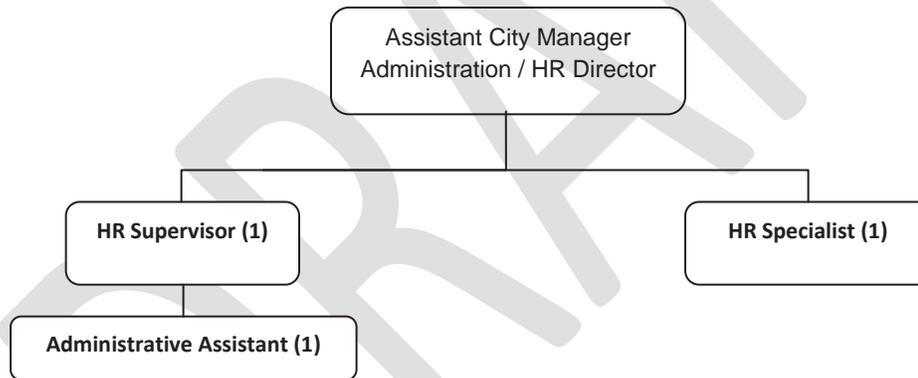


HUMAN RESOURCES DIVISION BUSINESS PLAN & KEY PERFORMANCE INDICATORS

<p>MISSION STATEMENT: To recruit, retain, develop and support a skilled, diverse workforce.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Recruitment and Retention • Employee Support Services • Organizational Development • Employee Relations • Risk Management
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Uncertainty of healthcare cost increases • Excessive employee turnover • Insufficient recognition and incentives to motivate employees • Difficulty improving efficiency due to lack of an HR management system • Loss of key personnel 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • Employees will want to continue to learn and improve skills if given the opportunity • Will have the resources to continue rewarding employees for high performance levels

Organizational Structure

FTE: 4



FY 2012-2013 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1 Recruit and Develop Top Talent

Department Goals

*Recruit and select high quality candidates for all positions
Increase development opportunities for City employees*

Objectives

- Improve the overall recruitment and on-boarding procedures to achieve an overall employee on-boarding satisfaction rate of **80%** September 2014.
- Implement training programs to increase the level of general employee knowledge and achieve an average test pass rate of at least **80%** by September 2013.

Performance Indicators

Overall Employee On-Boarding Satisfaction Rate – Number of employees surveyed who felt very satisfied about their overall on-boarding experience (both HR & Department roles) – to occur 90 days after hire date

HR On-Boarding Satisfaction Rating – Number of employees surveyed who felt very satisfied about the on-boarding experience provided by HR – to occur 90 days after hire date

Department On-Boarding Satisfaction Rating – Number of employees surveyed who felt very satisfied about the on-boarding experience provided by the Department and/or supervisors – to occur 90 days after hire date

Average Test Pass Rate – Number of employees who took a training class and earned a passing score on the exit exam compared to total employees who took a training class

Training Experience Satisfaction Rating – Number of employees trained who found the training experience beneficial and very satisfactory (measuring delivery & learning experience)

Post Training Application Satisfaction Rating – Number of employees trained who found the application of the training skills learned both useful and helpful to perform their jobs better in the workplace (measuring effectiveness of the training experience)

Strategic Priority #2

Deliver Quality Services Equitably & Respectfully

Department Goal

Achieve a productive and safe workplace

Objective

- Continue to expand City-wide safety training efforts to realize a preventable accidents /employee rate of not greater than **10%** by September 2013.

Performance Indicators

Preventable Accidents/Employee Rate – Preventable safety incidents that result in a reported (on-the-job) injury as a percentage of total City employees (# of preventable accidents / total # of employees)

of Preventable On-The-Job Injuries Reported – Count of reported employee injuries that occur on-the-job and are deemed preventable accidents. Preventable accidents are those that are considered to be the fault of the employee or as a result of lack of training

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATORS			
Overall Employee On-Boarding Satisfaction Rate	N/A	N/A	80%
HR On-Boarding Satisfaction Rating	N/A	N/A	80%
Department On-Boarding Satisfaction Rating	N/A	N/A	80%
Training Experience Satisfaction Rating	N/A	N/A	80%
Post Training Application Satisfaction Rating	N/A	N/A	80%
OPERATIONAL INDICATORS			
Average Test Pass Rate	N/A	N/A	80%
Preventable Accidents/Employee Rate	10%	TBD	10
# of Preventable Accidents Reported	28	TBD	TBD

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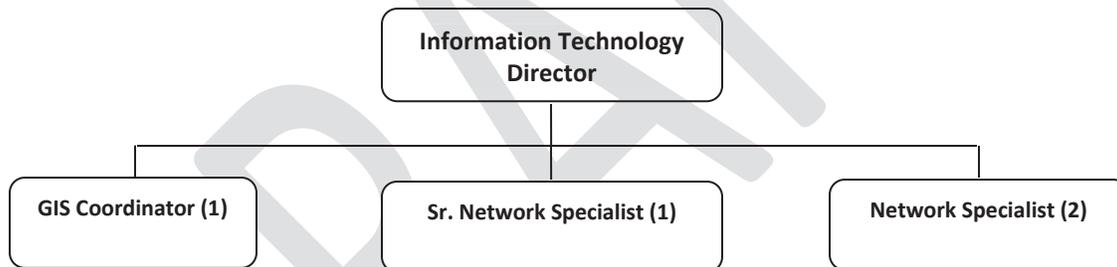
INFORMATION TECHNOLOGY DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS

<p>MISSION STATEMENT: Provide timely and effective end-user support to ensure that all information and communication systems are secure, reliable and performing as expected.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Integrate and support computer hardware, software, and voice technology • Provide quality Geographic Information Services • Support internal service requests
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Service demands may exceed staff's ability to fully meet operational needs • Failure to receive information or requirements in a timely manner • Upfront costs of IT based solutions may not always be affordable 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • Current security setup will adequately guard data and overall network integrity • Call volumes will remain at a manageable level • Level of staff training will be adequate for any changes in technology

Organizational Structure

FTE: 5



FY 2012-2013 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Deliver Quality Services Equitably & Respectfully

Department Goal

Enable City staff to be more productive in how services are delivered to the community

Objective

- Continue to assess and implement service delivery strategies training to enhance the overall IT Helpdesk experience and ensure an IT overall service satisfaction rating of **90% or above** by September 2013.

Performance Indicators

IT Overall Service Satisfaction Rating – Percentage of staff from the quarterly City-wide customer service survey who had service interactions with IT and feel very satisfied with the service level quality and professionalism

Positive Helpdesk Ticket Satisfaction Rate – Percentage of times a positively rated score (satisfied or very satisfied) occurs on a monthly basis compared to all scores submitted

% of Responses to Helpdesk survey – Number of Helpdesk surveys sent / number returned as a percentage

Strategic Priority #2

Maintain Quality Services and Infrastructure

Department Goal

Support Public Services utilities to ensure proper asset replacement cycles throughout the City

Objective

- Establish an initiative to properly document **100%** of all utility assets in the City's GIS system with "install dates" to help improve replacement assessments on aging infrastructure by September 2016.

Performance Indicators

% of Overall Utility assets documented in GIS – Total number of Utility assets identified with asset date of installation info in GIS compared to total Utility assets in GIS

% of Reclaim Assets Documented in GIS – # of Reclaimed Water assets identified with asset date of installation info in GIS compared to total Reclaimed Water assets in GIS

% of Water Assets Documented in GIS – # of Water assets identified with asset date of installation info in GIS compared to total Water assets in GIS

% of Sewer Assets Documented in GIS – # of Sewer assets identified with asset date of installation info in GIS compared to total Sewer assets in GIS

% of Storm Water Assets Documented in GIS – # of Storm water assets identified with asset date of installation info in GIS compared to total Storm water assets in GIS

Strategic Priority #3

Recruit and Develop Top Talent

Department Goal

Increase City staff computer proficiency level to enable efficient and effective performance

Objective

- To enhance Information & Communication systems knowledge through new and ongoing staff training to achieve an information & communication systems proficiency satisfaction rating of **80%** by September 2013.

Performance Indicators

Information & Computer Systems Proficiency Satisfaction Rating – Percentage of City staff who feel satisfied with their computer usage proficiency level on new PC image (90 days post training) compared to total number of City staff who attended the training

Avg. Information & Communication Systems Test Pass Rate – Average pass rate of 80% or better for each employee trained

Strategic Priority #4

Provide Sound Fiscal Management

Department Goal

Reduce overall technology cost through alternative solutions

Objective

- Evaluate and determine cost saving opportunities to shift technology utilization from Hardware based to Software based to achieve an accumulated cost savings of **\$100,000** by September 2013.

Performance Indicators

Cost Savings Realized from Hardware to Software Utilization – Accumulated costs saved or avoided (in dollars) as result of taking advantage of opportunities to shift from Hardware based to Software based IT solutions

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATORS			
IT Overall Service Satisfaction Rating	N/A	0%	90%
Helpdesk Ticket Satisfaction Rate	97.38%	98%	90%
Information & Computer Systems Proficiency Satisfaction Rating	N/A	85%	80%
FINANCIAL INDICATORS			
Cost Savings Realized from Hardware to Software Utilization	N/A	\$50,500	\$50,000
OPERATIONAL INDICATORS			
% of Responses to Helpdesk Survey	25%	31%	30%
% of Overall Utility Assets Documented in GIS	N/A	7%	30%
% of Reclaim Assets Documented in GIS	N/A	100%	N/A
% of Water Assets Documented in GIS	N/A	3%	80%
% of Sewer Assets Documented in GIS	N/A	N/A	N/A
% of Storm Water Assets Documented in GIS	N/A	N/A	N/A
Avg. Information & Communication Systems Test Pass Rate	N/A	N/A	80%

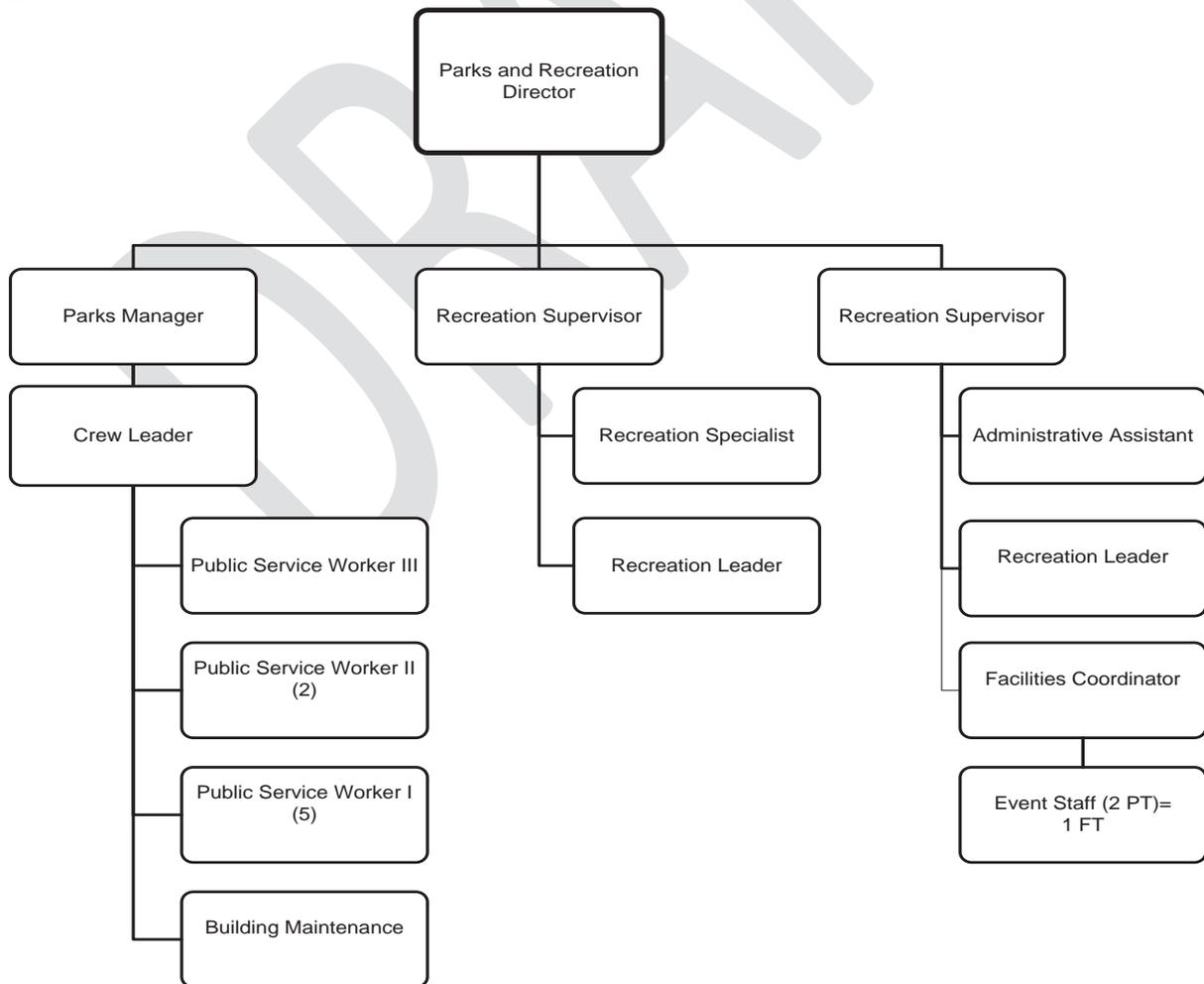


PARKS AND RECREATION DEPARTMENT BUSINESS PLAN & KEY PERFORMANCE INDICATORS

<p>MISSION STATEMENT: To provide desirable and high quality recreation programs, parks, and facilities to ensure exceptional leisure experiences for the residents of and visitors to Winter Garden.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Provide active and passive recreational facilities for individuals, families and local athletic groups • Provide programs and events that cater to diverse leisure needs
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Budget constraints could cause Parks and Recreation programs to be reduced or eliminated • Possible lack of taxpayer support for increased athletic field space • Insufficient demand to justify programs 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • Residents and visitors will continue to have a desire to participate in recreational activities • Availability of appropriate funding to carry out programming

Organizational Structure

FTE: 20



FY 2012-2013 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Provide an Attractive Community

Department Goal

Keep pedestrian areas and landscapes beautiful

Objective

- Continuously evaluate and improve hardscape and landscape maintenance to achieve a 'pedestrian and landscape areas satisfaction index' of **85%** by September 2013.

Performance Indicators

Pedestrian and Landscape Areas Satisfaction Index - Percentage of citizens who feel positive about the way the City maintains its hardscape and landscape areas
Downtown Pedestrian and Landscape Areas Satisfaction Rating - Percentage of Local Downtown Businesses (surveyed) that felt positive about the appearance/maintenance quality of Downtown's pedestrian and landscape areas

Strategic Priority #2

Provide Recreation, Arts and Culture

Department Goals

*Provide a variety of quality parks, facilities, recreational and cultural experiences
Provide diverse and high quality micro public events*

Objectives

- Improve quality of recreation programs through enhanced survey methods and utilizing target marketing strategies to increase the 'participated in a recreation program or activity satisfaction index' from **40%** to **45%** and 'recreational opportunities satisfaction index' from **79%** to **85%** by September 2013.
- Continue to evaluate and identify targeted specialized events to increase the economic impact for the Downtown District to achieve a Downtown Business Event Satisfaction Rating of **90%** by September 2013.

Performance Indicators

Participated in a Recreation Program or Activity Satisfaction Index - Percentage of citizens who have participated in a Winter Garden recreation program or activity
Recreational Opportunities Satisfaction Index - Percentage of residents who view recreational opportunities as good or excellent
of Total Program/ Events Participants - Total number of program participants for all City sponsored recreational programs or special events
% Satisfied with Recreation programs - Percentage of post program survey participants who had a positive experience
Downtown Business Event Satisfaction Rating - Percentage of businesses that rated each event as good or excellent for their business
Event Impact On Business Sales - % of businesses which experienced at least a 5-10% increase in sales during each event

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATORS			
Pedestrian and Landscape Areas Satisfaction Index	79%	N/A	85%
Downtown Pedestrian and Landscape Areas Satisfaction Rating	N/A	100%	95%
Participated in a Recreation Program or Activity Satisfaction Index	40%	N/A	45%
Recreational Opportunities Satisfaction Index	60%	N/A	65%
% Satisfied with Recreation programs	89%	94%	90%
Downtown Business Event Satisfaction Rating	N/A	67%	75%
Event Impact On Business Sales	N/A	57%	67%
OPERATIONAL INDICATORS			
# of Total Program/Events Participants	83,568	40,410	90,000

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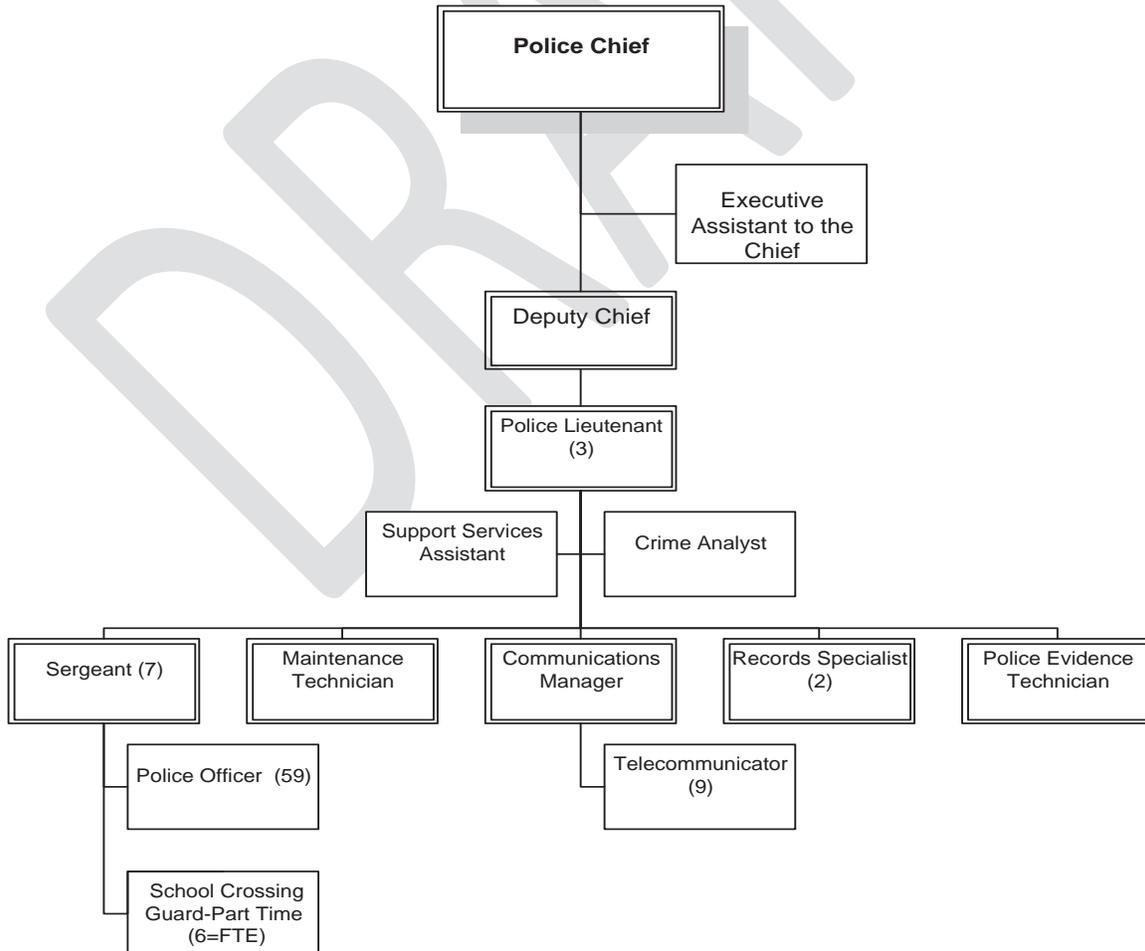
POLICE DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS

<p>MISSION STATEMENT: Create safe communities by building partnerships to prevent crime and utilizing modern technology to target criminal activities.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Patrol • Criminal Investigations • Community Oriented Policing • Forensics • Dispatch (911 and Non-Emergency Services)
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Prolonged economic pressures could increase crime and negatively affect police resources • Citizen's apathy towards public safety initiatives • Population growth with no staff increases 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • Citizens will respond favorably to outreach efforts • Economy will stabilize • Staffing levels will remain • Sufficient forfeiture revenue to support 'at risk youth' programs

Organizational Structure

FTE: 94



FY 2012-2013 STRATEGIC PRIORITY, GOAL & OBJECTIVES

Strategic Priority #1

Ensure a Safe Community

Department Goal

Increase sense of safety throughout downtown and all residential communities

Objectives

- Identify and address crime trends to improve the perceived 'safety from property crime index' from **71%** to **75%** by September 2013.
- Expand Crime Prevention initiatives to improve the 'crime prevention index' from **83%** to **85%** by September 2013.
- Provide proactive education and community awareness through increased use of technology-based solutions to improve the 'average safety in your neighborhood index' from **89%** to **90%** by September 2013.
- Improve patrol presence and activity throughout the downtown district to increase the overall 'safety in downtown Winter Garden after dark index' from **82%** to **85%** by September 2013.

Performance Indicators

Safety from Property Crimes Index – Percentage of citizens who feel safe from property crimes
Crime Prevention Index – Percentage of citizens who feel positive about crime prevention efforts throughout the City
Average Safety in Your Neighborhood Index – Combined percentage rating of citizens who feel positive about safety in their neighborhood during the day and after dark
Safety in Downtown Winter Garden After Dark Index – Percentage of citizens (residents and merchants) who feel safe after dark in Winter Garden's downtown district

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATORS			
Safety From Property Crime Index	71%	N/A	75%
Crime Prevention Index	83%	N/A	85%
Average Safety in Your Neighborhood Index	89%	N/A	90%
Safety in Downtown Winter Garden after Dark Index	82%	N/A	85%



PUBLIC SERVICES DEPARTMENT

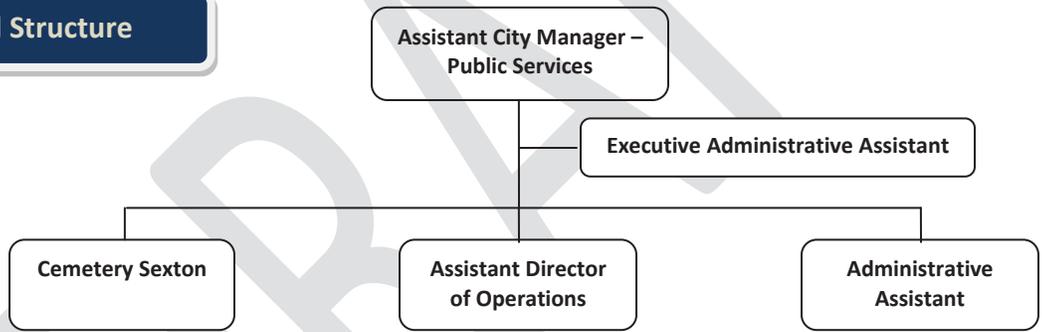
ADMINISTRATION/CEMETERY DIVISIONS

BUSINESS PLAN & KEY PERFORMANCE INDICATORS

<p>MISSION STATEMENT:</p> <p>Administration: To facilitate the provision and maintenance of high quality infrastructure to efficiently deliver safe, reliable and responsive services.</p> <p>Cemetery: To compassionately assist family members with the planning of cemetery needs of our customers.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Management of Public Services Divisions • Liaison to State & Federal Regulatory Agencies • Assist with cemetery needs and maintain attractive cemetery grounds
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Unforeseen roadblocks while partnering with Orange County • Reliance on State and Federal Regulatory Agencies for approvals (permits and other requirements) • Declining Impact Fee funding for roadway and utility projects 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • Approval of new water, storm water, and wastewater rates in fiscal year 2010. • Implementation of Phase II Reclaimed Water Project

Organizational Structure

FTE: 5



FY 2012-2013 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Preserve the Natural Environment

Department Goal

More environmentally friendly City focused on reducing ground water withdrawals

Objective

- Enhance wastewater and reclaimed water infrastructure to ensure NPDES/DEP compliance and expand system for future growth to reduce the volume of ground water withdrawals by **10%** from **1,819** to **1,637** annually by September 2014.

Performance Indicator

Volume of Ground Water Withdrawals – Number of million gallons of water being pumped out of the aquifer by the City

Strategic Priority #2

Provide Sound Fiscal Management

Department Goal

City capital improvements provided at a low cost

Objective

- Develop and execute a plan to acquire external funding to facilitate infrastructure improvements by achieving a capital improvements external funding rate of **10%** by September 2013.

Performance Indicators

Capital Improvements External Funding Rate – Percentage of external funding received for capital improvements compared to total capital cost required

Capital Improvements External Funding Received – Monetary value received from external sources to fund capital projects

Strategic Priority #3

Maintain Quality Services and Infrastructure

Department Goal

Reduce flooding incidents from adverse weather conditions

Objective

- Develop and implement a Stormwater Master Plan to reduce severe flooding incidents by **75%** from **14** incidents to **6** incidents by June 2013.

Performance Indicator

Total Number of Severe Flooding Incidents – Number of times water collection occurs and results in damage to personal and real property

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
FINANCIAL INDICATORS			
Capital Improvements External Funding Rate	3%	TBD	11%
Capital Improvements External Funding Received	\$387,624	\$1,000,000	TBD
OPERATIONAL INDICATORS			
Volume of Ground Water Withdrawals (in million gallons)	2,058	1,245	1,637
Total Number of Flooding Incidents	14	0	6

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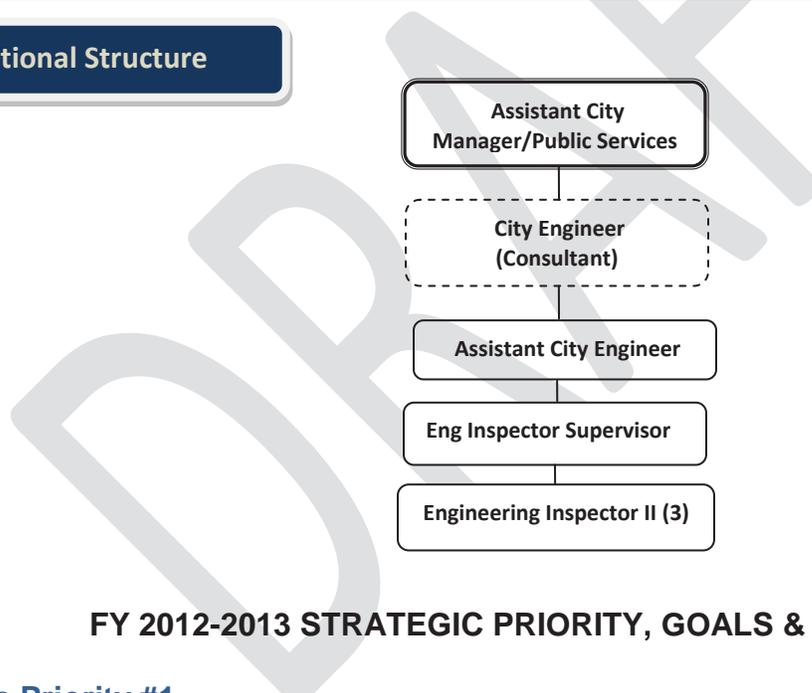
ENGINEERING DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS

<p>MISSION STATEMENT: Provide professional engineering services, technical support, and problem resolution for the City as well as private entities through long-term infrastructure planning while ensuring sound project design and quality construction management.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Stormwater Management/Planning • Monitor, Report and ensure FDEP National Pollutant Discharge Elimination System (NPDES) Compliance • Capital improvement project management • Construction inspections (public and private development) • Public & private plan reviews and consultation • GIS support for City Assets and Infrastructure
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Additional unexpected mandates from NPDES and FEMA State and Federal regulatory agencies 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • Minimal change orders and schedule delays on construction projects • Sufficient funding for CIP Projects

Organizational Structure

FTE: 5



FY 2012-2013 STRATEGIC PRIORITY, GOALS & OBJECTIVES

Strategic Priority #1
Maintain Quality Services and Infrastructure

Department Goals

*Ensure timely completion of all planned CIP projects annually
Ensure regulatory compliance with FDEP/NPDES permit*

Objectives

- Re-evaluate current Engineering CIP process and implement solutions to ensure an 'Engineering project completion rate' of **90%** by September 2013.

- Review and streamline NPDES data collection compliance process to minimize the '# of annual NPDES report review comments' from **7** to **3** by June 2013.

Performance Indicators

Engineering Project Completion Rate – Number of design, review, and inspection projects completed in the planned timeframe compared to total projects completed

of Annual NPDES Report Review Comments – Number of exception review comments provided by NPDES to the City for mandatory corrective action on an annual basis.

% of NPDES Compliance Standards Met – Number of NPDES operational metrics that were compliant with regulatory mandates compared to total operational metrics or mandates set forth.

% of NPDES Compliance Line Items Reported On – Number of NPDES mandated data line items reported compared to total data line items required for reporting.

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

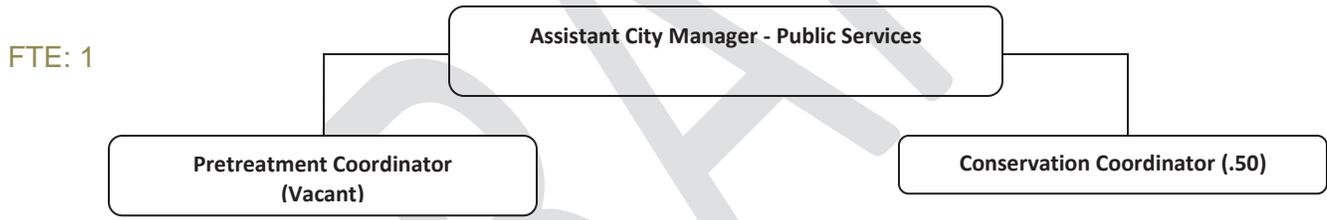
Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
OPERATIONAL INDICATORS			
Engineering Project Completion Rate	100%	90%	90%
# of annual NPDES Report Review Comments	7	4	3
% of NPDES Compliance Standards Met	90%	100%	100%
% of NPDES Compliance Line Items Reported On	100%	100%	100%



**PUBLIC SERVICES DEPARTMENT
ENVIRONMENTAL SERVICES DIVISION
BUSINESS PLAN & KEY PERFORMANCE INDICATORS**

<p>MISSION STATEMENT: Provide environmentally sound solutions for industrial wastewater pretreatment and water conservation practices.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Administer Water Conservation Program • Administer Industrial Wastewater Pretreatment Program
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Meeting St. Johns River Water Management District's requirements for reduction in water consumption through water conservation • Unfunded FDEP's requirements for reductions in oils, fats and grease that enter the City's wastewater system 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • Enforcement of the new water conservation irrigation rules will reduce water consumption • Water conservation public education will reduce water consumption • Public education related to properly disposing of cooking oil and grease will reduce wastewater operations expenses

Organizational Structure



FY 2012-2013 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Maintain Quality Services and Infrastructure

Department Goal

Reduce Fats, Oils and Grease (F.O.G.) from the wastewater stream through industrial pretreatment public education

Objective

- Reduce grease in wastewater by educating restaurant owners on grease trap maintenance to achieve a restaurant site inspection compliance rate of **75%** by September 2013.

Performance Indicator

***Restaurant Site Inspection Compliance Rate** – Percentage of restaurants that successfully pass grease trap inspections compared to total restaurants inspected*

Strategic Priority #2

Preserve the Natural Environment

Department Goal

Protect groundwater resources through water conservation

Objective

- Ensure compliance with St John's Water allocation through proactive conservation awareness efforts and by **not exceeding** the allowable groundwater withdrawal restrictions of **5.54** million gallons/day for calendar year 2011, **5.71** million gallons/day for calendar year 2012 and **5.83** million gallons/day for calendar year 2013.

Performance Indicators

Million Gallons / Day in Groundwater Withdrawals – Amount of groundwater measured in million gallons per day that the City withdrew per calendar year as outlined and defined in the City's St. John's consumptive use permit

Water Conservation Participation Index – Results from Citizen Survey indicating how many people practice some form of water conservation

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATORS			
Water Conservation Participation Index	53%	N/A	60%
OPERATIONAL INDICATORS			
Restaurant Site Inspection Compliance Rate	N/A	N/A	75%
Million Gallons / Day in Groundwater Withdrawals	5.31	TBD	5.71



PUBLIC SERVICES DEPARTMENT

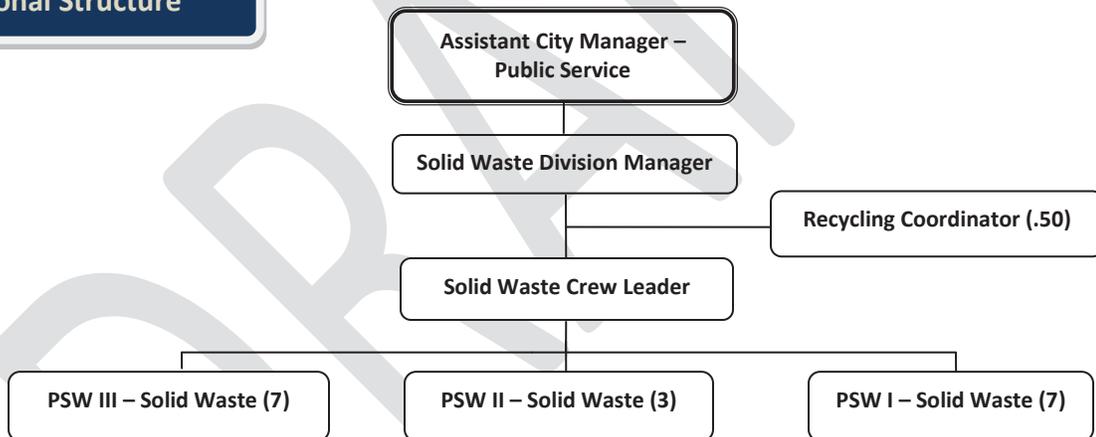
SOLID WASTE DIVISION

BUSINESS PLAN & KEY PERFORMANCE INDICATORS

MISSION STATEMENT: Provide responsive and efficient collection and disposal of solid waste.	CORE FUNCTIONS: <ul style="list-style-type: none"> • Collection and removal of solid waste materials <ul style="list-style-type: none"> ○ Residential/Commercial garbage ○ Recyclables ○ Yard Waste
CHALLENGES: <ul style="list-style-type: none"> • Excessive employee turnover • Public apathy towards recycling 	BUSINESS ASSUMPTIONS: <ul style="list-style-type: none"> • The Orange County Landfill will continue to accept solid waste from the City of Winter Garden • There will be a continued market or demand for recycled materials • Vehicles and equipment will be properly maintained in a timely manner • Public will comply with disposal requirements

Organizational Structure

FTE: 19.5



FY 2012-2013 STRATEGIC PRIORITY, GOALS & OBJECTIVES

Strategic Priority #1

Preserve the Natural Environment

Departmental Goals

*Improve the natural environment through increased recycling awareness
Reduce the amount of solid waste going into the landfill*

Objective

- Improve the recycling awareness public outreach effort to increase the citizen rating of 'recycled used paper, cans or bottles from your home survey index' from **87%** to **90%** by September 2013.

Performance Indicators

Recycled Used Paper, Cans or Bottles from Your Home Survey Index – Percentage of citizens who recycled paper, cans, or bottles at home
Recycled Waste as a % of Total Waste – Recycled waste tonnage divided by total tonnage of waste/refuse transported to the landfill

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
OPERATIONAL INDICATORS			
Recycled Used Paper, Cans or Bottles from Your Home Survey Index	87%	N/A	90%
Recycled Waste as a % of Total Waste	8.1%	7.1%	10%

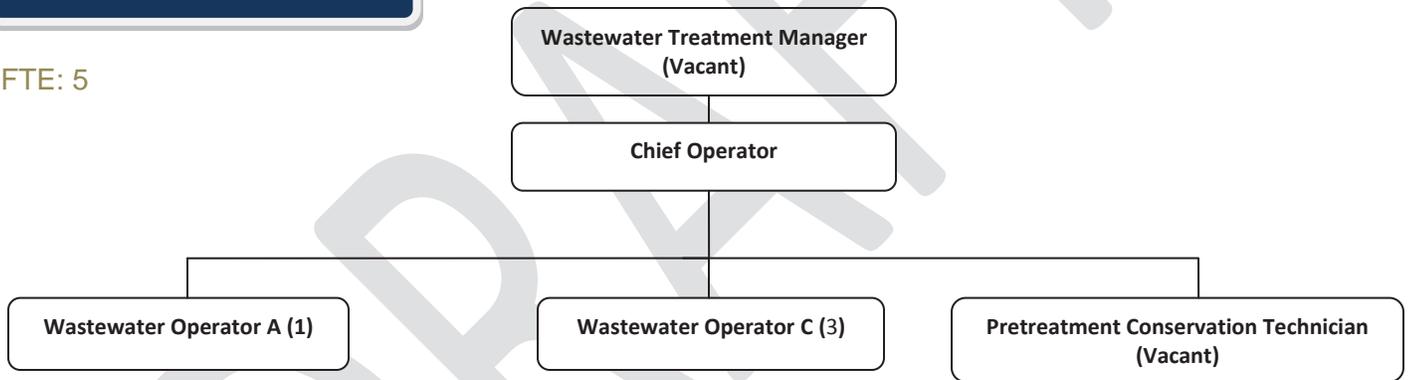


**PUBLIC SERVICES DEPARTMENT
WASTEWATER & RECLAIMED WATER DIVISION
BUSINESS PLAN & KEY PERFORMANCE INDICATORS**

<p>MISSION STATEMENT: To protect the natural environment through sound environmental practices with wastewater and reclaimed water treatment.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Treatment of sewage to FDEP Permit levels • Production of reclaimed water
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Excessive rainfall leading to higher infiltration to the collection system • Reliance on third party for sludge removal 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • City will be able to continue to dispose of the sludge produced by the treatment plant • Phase two of the reclaimed water system will be operational

Organizational Structure

FTE: 5



FY 2012-2013 STRATEGIC PRIORITY, GOAL & OBJECTIVE

Strategic Priority #1

Maintain Quality Services and Infrastructure

Department Goal

Improve odor control at wastewater treatment facility

Objective

- Continue to evaluate and implement odor control solutions to reduce odors effects from the wastewater treatment facility and decreasing the number of odor complaints to **3** per year by September 2013.

Performance Indicators

Number of Odor Complaints – Number of unique complaints by residents regarding the smell emitted from the wastewater facility
Number of Repeat Odor Complaints - Number of complaints by residents who have complained previously regarding the smell emitted from the wastewater facility

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
OPERATIONAL INDICATORS			
Number of Odor Complaints	10	3	3
Number of Repeat Odor Complaints	2	0	TBD

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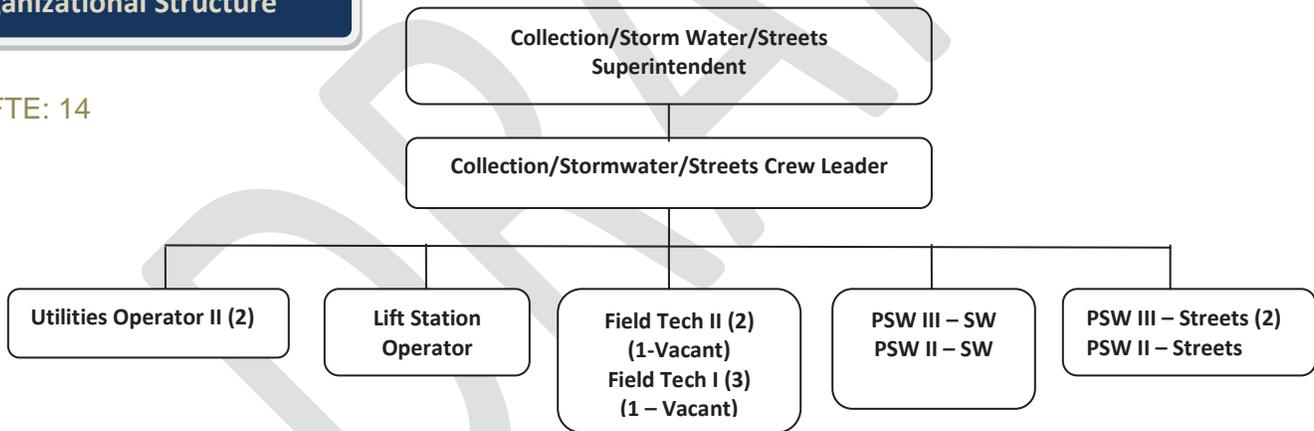
PUBLIC SERVICES DEPARTMENT WASTEWATER/STORMWATER COLLECTION/STREETS DIVISION

BUSINESS PLAN & KEY PERFORMANCE INDICATORS

<p>MISSION STATEMENT: <u>Wastewater/Stormwater Collection:</u> Provide citizens with efficient and responsive collection services for wastewater/stormwater.</p> <p><u>Streets:</u> To keep the City and its gateway corridors attractive, clean and safe for all modes of travel.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> Maintain wastewater and stormwater collection systems Monitoring lift stations Mowing and maintenance of street right-of-ways, sidewalks and stormwater ponds
<p>CHALLENGES:</p> <ul style="list-style-type: none"> Adverse weather conditions and tropical storms State and Federal Environmental Mandates Lack of cooperation from Federal, State and Regional agencies Lack of funding for Storm Water Action Team (SWAT) 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> Use of computerized Maintenance Management Work Order System will improve operational efficiency and effectiveness Approval of new stormwater rates Approval of new wastewater utility rates

Organizational Structure

FTE: 14



FY 2012-2013 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Preserve the Natural Environment

Department Goal

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

Objective

- Improve level of service with street cleaning and storm water system maintenance to increase the volume of pollutants removed from storm water drains by **10%** from **487** tons to **540** tons of debris removed annually by September 2013.

Performance Indicators

Volume of Pollutants Removed from Stormwater Drains – Percentage increase or amount of debris, measured in tonnage, that have been extracted from the drainage system to reduce pollution

Strategic Priority #2

Provide an Attractive Community

Department Goal

Keep the City corridors attractive and clean

Objective

- Evaluate and improve procedures for street cleaning and right of way maintenance to increase the 'street cleaning satisfaction index' from **72%** to **82%** by September 2013.

Performance Indicator

Street Cleaning Satisfaction Index – Percentage of citizens who felt positive about the street cleanliness throughout the City

Strategic Priority #3

Maintain Quality Services and Infrastructure

Department Goals

*Prolong the service life of the City's infrastructure
Reduce citizen storm water complaints*

Objectives

- Improve sewer preventative maintenance to increase the 'sewer satisfaction index' from **76%** to **80%** by September 2013.
- Improve the review and resolution of citizen storm water complaints and requests by developing the Storm Water Action Team (SWAT) to increase the 'storm water drainage satisfaction index' from **79%** to **80%** by September 2013.

Performance Indicators

Sewer Satisfaction Index – Percentage of citizens who feel positive about the City's sewer services

Linear Feet of Sewer Pipes Cleaned – Distance in linear feet of sewer pipes cleaned for scheduled troublesome areas throughout the City

% of Calls Responded to Within 45 Minutes – Number of sewer line blockage service requests (calls by residents) responded to within 45 minutes compared to total number of sewer line blockage service request responses

% of Total Sewer Pipes Cleaned – Percentage of sewer pipes (in linear feet) cleaned and maintained compared to total sewer pipes in the City's system

Storm Water Drainage Satisfaction Index – Percentage of citizens who feel positive about storm water drainage

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATORS			
Street Cleaning Satisfaction Index	72%	TBD	82%
Sewer Service Satisfaction Index	85%	TBD	88%
Storm Water Drainage Satisfaction Index	79%	TBD	80%
OPERATIONAL INDICATORS			
Linear Feet of Sewer Pipes Cleaned	94,510	155,524	TBD
% of Calls Responded to Within 45 Minutes	100%	100%	90%
% of Total Sewer Pipes Cleaned	9.6%	22%	TBD
Volume of Pollutants Removed from Storm Water Drains (in tons)	487	407	540

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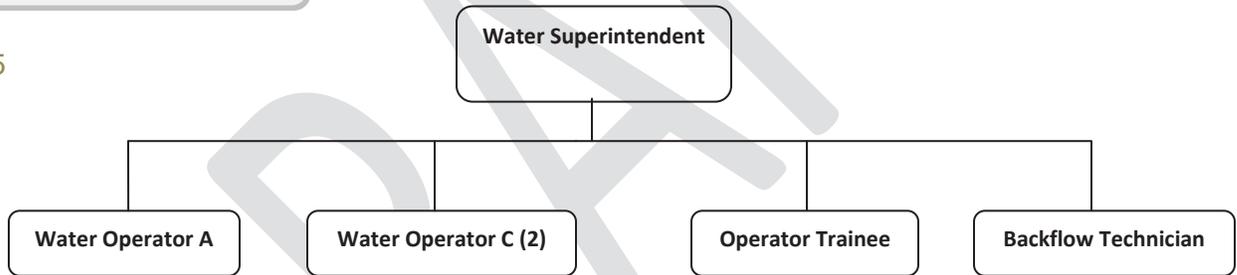


PUBLIC SERVICES DEPARTMENT WATER TREATMENT & PUMPING DIVISION BUSINESS PLAN & KEY PERFORMANCE INDICATORS

MISSION STATEMENT: Provide quality and safe drinking water.	CORE FUNCTIONS: <ul style="list-style-type: none"> • Provide safe drinking water • Maintain water system pressures and flows
CHALLENGES: <ul style="list-style-type: none"> • St. John River Water Management District requirements for Alternative Water Supply Projects 	BUSINESS ASSUMPTIONS: <ul style="list-style-type: none"> • Water and Wastewater Master Plan will identify areas where additional water storage capacity is needed • Restoring service of elevated storage tanks will reduce pumping and power costs • Reduction in water consumption and production will occur through water conservation measures

Organizational Structure

FTE: 4.5



FY 2012-2013 STRATEGIC PRIORITY, GOALS & OBJECTIVES

Strategic Priority #1

Maintain Quality Services and Infrastructure

Department Goals

*Raise consumer confidence in the City's drinking water
Compliance with Consumptive Use Permit*

Objectives

- Improve public education program to increase the 'drinking water satisfaction index' from **66% to 70%** by September 2013.
- Ensure quality delivery of water services to City neighborhoods by maintaining a water pressure level of 50 psi **90% of the time** by September 2013.

Performance Indicators

Drinking Water Satisfaction Index – Percentage of citizens who feel positive about the City’s drinking water
Percentage of time Water Pressure >= 50 psi – Percentage of times the water pressure reads at least 50 psi when conducting flow and static testing of neighborhood fire hydrants

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATOR			
Drinking Water Satisfaction Index	66%	N/A	70%
OPERATIONAL INDICATOR			
Percentage of time Water Pressure >= 50 psi	91%	100%	90%

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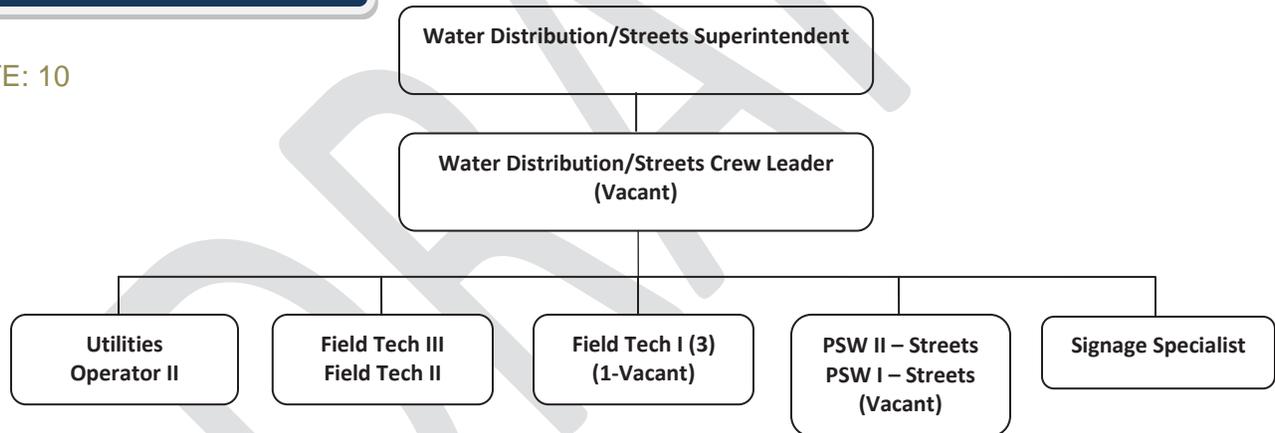


PUBLIC SERVICES DEPARTMENT WATER & RECLAIMED WATER DISTRIBUTION/STREETS DIVISION BUSINESS PLAN & KEY PERFORMANCE INDICATORS

<p>MISSION STATEMENT: <u>Water Distribution:</u> Consistently deliver quality potable and reclaimed water to all residents and business owners 24 hours a day and 7 days a week. <u>Streets:</u> Preserve and improve the City’s roadways and sidewalks to provide safe, durable and efficient commute.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Provide reliable water services • Provide and maintain roadways and sidewalks • Maintain traffic signs, traffic lights and street lights
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Adverse and abnormal weather patterns and conditions 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • Sufficient water meter audits will be conducted to minimize lost revenues

Organizational Structure

FTE: 10



FY 2012-2013 STRATEGIC PRIORITIES, GOALS & OBJECTIVES

Strategic Priority #1

Improve and Maintain Mobility

Department Goal

Improve automobile transportation and pedestrian infrastructure

Objectives

- Execute and perpetually evaluate City street maintenance program to increase the ‘street repair/maintenance satisfaction index’ from **60%** to **65%** by September 2013.
- Execute and perpetually evaluate City sidewalk maintenance plan to increase the ‘sidewalk maintenance satisfaction index’ from **72%** to **80%** by September 2013.

- Deploy a traffic communication plan during maintenance activities to increase the 'ease of car travel in Winter Garden satisfaction index' from **72%** to **80%** by September 2013.

Performance Indicators

Street Repair/Maintenance Satisfaction Index – Percentage of citizens who feel satisfied with street repair and maintenance throughout the City

% Street Repairs Resolved Within Standard – Percentage of times street repairs are resolved within establish service standards (Level 1 - 24 hrs; Level 2 - 72 hrs; Level 3 - 10 days)

Sidewalk Maintenance Satisfaction Index – Percentage of citizens who feel satisfied with sidewalk maintenance throughout the City

% of Sidewalk Repairs Resolved Within Standard – Percentage of times sidewalk repairs are resolved within establish service standards (Level 1 - 24 hrs; Level 2 - 72 hrs; Level 3 - 10 days)

Ease of Car Travel in Winter Garden Satisfaction Index – Percentage of citizens who feel satisfied with fluidity of car travel throughout the City (helpfulness and usefulness of signage)

Strategic Priority #2

Maintain Quality Services and Infrastructure

Department Goal

Increase water pressure and minimize water service interruptions for residents

Objective

- Execute water main capital improvements and provide enhanced fire training information to reduce water main breaks by **34%** from **38** to **25** by September 2013.

Performance Indicator

Number of Water Main Breaks– Number of ruptured water pipe events throughout the City

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATORS			
Street Repair/Maintenance Satisfaction Index	60%	TBD	65%
Sidewalk Maintenance Satisfaction Index	72%	TBD	80%
Ease of Car Travel in Winter Garden Satisfaction Index	72%	TBD	80%
OPERATIONAL INDICATORS			
% Street Repairs Resolved Within Standard	96%	100%	90%
% of Sidewalk Repairs Resolved Within Standard	97%	100%	90%
Number of Water Main Breaks	38	7	25

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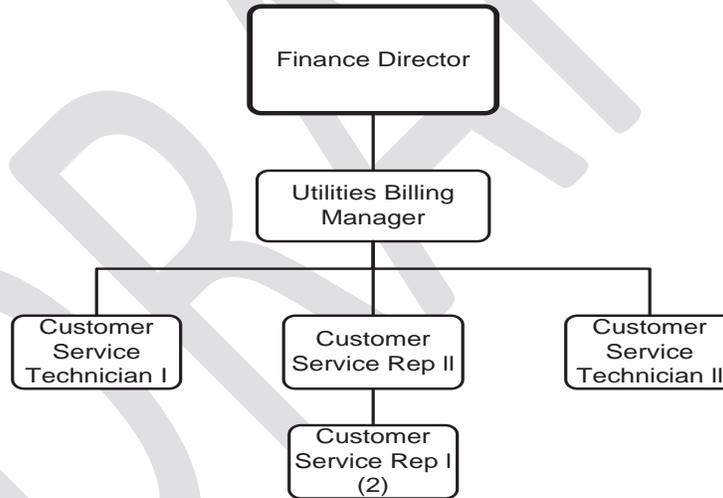
UTILITY BILLING DEPARTMENT

BUSINESS PLAN & KEY PERFORMANCE INDICATORS

<p>MISSION STATEMENT: To provide exceptional utilities customer service and an efficient and effective billing process.</p>	<p>CORE FUNCTIONS:</p> <ul style="list-style-type: none"> • Customer Service including a payment center for utility service (water, sewer, solid waste, storm water, irrigation) • Meter Reading management Account Maintenance including set up, billing, cancellations, collections, and liens
<p>CHALLENGES:</p> <ul style="list-style-type: none"> • Economic pressures could adversely affect delinquencies and cut-offs • Perception of quality customer service could decline if current economic pressures continue 	<p>BUSINESS ASSUMPTIONS:</p> <ul style="list-style-type: none"> • Cut-off and delinquency/lien rates will remain stable • Transition to Flex Net Water Meter Reading System will provide accurate and efficient capture of meter readings

Organizational Structure

FTE: 6



FY 2012-2013 STRATEGIC PRIORITIES, GOALS AND OBJECTIVES

Strategic Priority #1

Deliver Quality Services Equitably and Respectfully

Department Goal

Provide a responsive and consistent Utility Billing service experience

Objective

- Improve customer service delivery through a reinforced service training initiative to achieve a service resolution satisfaction rating of **85%** on a monthly basis by September 2014.

Performance Indicators

Service Resolution Satisfaction Rating-Field Tech – Percentage of Field Tech customer service surveys submitted that were rated as good or excellent.

Service Resolution Satisfaction Rating-Customer Svc Rep – Percentage of Customer Service Reps. customer service surveys submitted that were rated as good or excellent.

Strategic Priority #2

Provide Sound Fiscal Management

Department Goal

Improve collections policy and procedures to provide cost savings for the City

Objective

- Enhance and implement collections procedures to increase the inactive account collection rate from **72%** to **85%** on a monthly basis by September 2014.

Performance Indicator

Inactive Account Collection Rate – Percentage of inactive accounts (> 90 days past due) successfully collected-in-full compared to total inactive collectible accounts

KEY PERFORMANCE INDICATOR RESULTS & TARGETS

Key Performance Indicators	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Target
CUSTOMER SERVICE INDICATORS			
Service Resolution Satisfaction Rating-Field	N/A	80%	85%
Service Resolution Satisfaction Rating-Customer Svc	N/A	85%	85%
OPERATIONAL INDICATOR			
Inactive Account Collection Rate	72%	35%	65%



WINTER GARDEN

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CITY PROFILE

General Information

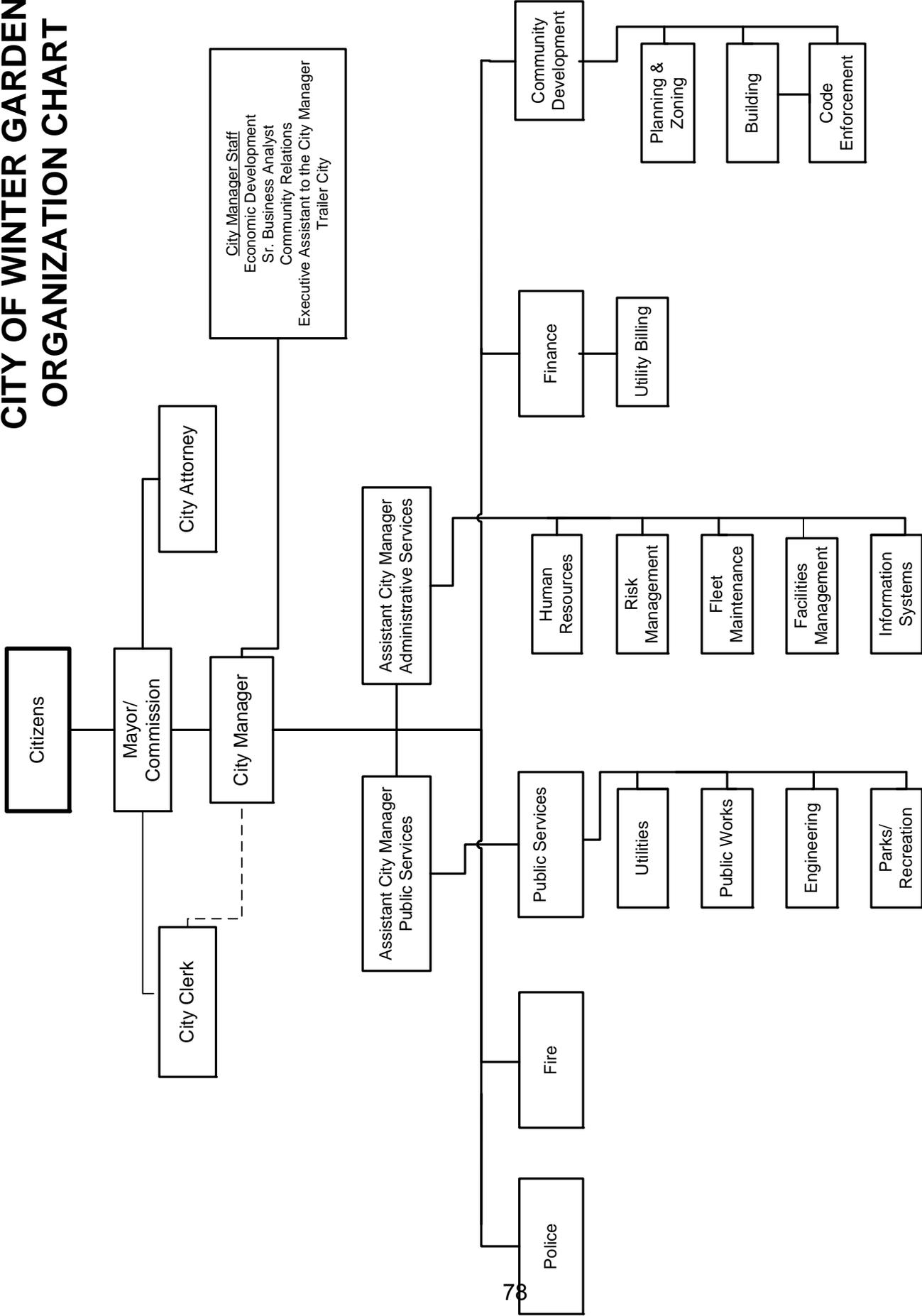
The City of Winter Garden, Florida was formed by Charter on November 10, 1903 and is located in Orange County, Florida. As with most communities founded in the early 1900's of rural Florida, Winter Garden's economy relied heavily on agriculture. A year-round growing season and fertile soil enabled the production of fruits and vegetables; rail provided direct transportation routes to northern markets; and local orange groves were Florida's gold.

In the late 1960's, Central Florida's economy changed. A new mouse was on the block and tourism quickly became the new gold. Winter Garden's proximity to Orlando and the Walt Disney properties made it an ideal spot for growth.

Today, Winter Garden is referred to as a modern-day Mayberry USA by residents, and as a Florida destination, only without pretense. The City has a commission/manager form of government with a Mayor and four Commissioners elected as the governing body. The City provides the following services to its citizens: public safety, public works, cultural, recreation, community development, water, wastewater, stormwater and solid waste services. The Commission embarked upon an aggressive strategy, in recent years, making Winter Garden an ideal place to grow families as well as businesses.

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

CITY OF WINTER GARDEN ORGANIZATION CHART





Office of the City Clerk

Overview

This office serves as the proceedings management office of the legislative body. As the official Secretary of the elected officials, the City Clerk, is responsible for processing items presented to the City Commission for official action and follow-up. Written summaries (minutes) are prepared by this office of all official proceedings to document all actions taken by the City Commission. In combination with the legislative proceedings, required advertising is prepared and distributed for notifying the public of the proceedings to be considered. The City Clerk is responsible for maintaining the City's Code of Ordinances with distribution of Code supplements. As needed, the City Clerk serves as the liaison between the City Commission and those who need to communicate with the elected officials of the City of Winter Garden.

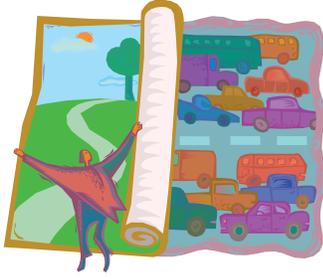
On a daily basis the City Clerk's office is responsible for records management for the city. The office coordinates and oversees the retention and destruction of all official records. A major part of this program includes providing documentation to other departments, citizens, other governmental agencies, etc. An integrated document management system has been implemented to capture official City documents in electronic format for city-wide access and it facilitates the research of information. This office maintains all records relating to the City owned Cemetery.

The City Clerk's department prepares and records all special assessment liens against property owners for City initiated improvements such as lot clearings and demolitions. Liens are also recorded by this office for fines imposed by the Code Enforcement Board and for significantly overdue utility accounts that include water, sewer and trash services as provided by the City. Additionally, this office processes all inquiries made on properties being sold for outstanding fees that are due to the City.

The Clerk's office is responsible for processing all Senior Utility Assistance Program applications. This requires verification of resident's income status and notification to the Utility Billing Department for those accounts eligible for the monthly subsidy to their account.

The City Clerk is responsible for monitoring all boards and committee memberships relating to resignations, appointments, expiring terms, and financial disclosure filings.

The City Clerk serves as Winter Garden's Supervisor of Municipal Elections that involves establishing the schedule for all municipal elections and coordination of election activities with the Orange County Supervisor of Elections.



Economic Development

Overview

Economic Development, by definition, refers to increases in the standard of living of the population associated with sustained growth from a simple, low-income economy to a modern, high-income economy. Its scope includes the process and policies by which a city improves the economic, political, and social well-being of its people. Understanding the interrelationship between social (live and play) and economic (work and learn) components of a thriving community is vital. Building a balanced economic and social structure is paramount to providing a sustainable, if not high, quality-of-life for residents and the business community, alike.

Economic development is essentially economics on a social level which has evolved into two key roles: policy-making and the administration of policy, programs, and projects. These, in turn, may be categorized into several critical functions: marketing/promotion; investment/incentive programs; policies/procedures; and partnerships/outreach. Each activity performed by the Economic Development Division should enhance the overarching City-wide theme of building a community that is desirable for the corporate and individual citizen, alike. This in turn, creates the correct conditions for economic growth through the retention and recruitment of companies within Winter Garden.



Finance Division

Overview

The Finance Division consists of the Fiscal Management and the Utility Billing departments which, combined, includes 11 full time positions.

The Fiscal Management department provides oversight of the City's fiscal affairs and is responsible for budgeting, accounts receivable, accounts payable, central accounting, payroll, financial reporting, fixed asset management, internal controls, pension administration and the annual external audit. The department is also responsible for cash, debt and investment management and the collection of municipal revenues. The department's mission is to protect the City's assets. We accomplish this by ensuring compliance with all accounting and municipal laws and regulations, and providing efficient administrative services to the City when facilitating City fiscal operations.

The Utility Billing department maintains all financial data for the Water, Wastewater, Garbage, Stormwater, and Irrigation customer accounts in the city. Utility Billing processes over 17,000 utility bills each month, in addition to collecting and recording the related revenue. The key function of this department is Customer Service and Customer Interface, whether we are processing a utility bill or reading the meters at each residence or commercial site.



Information Technology

Overview

The Information Technology department is responsible for providing cost effective and innovative information technology leadership and support to City departments and staff by providing installation, maintenance, administration, and management of personal computers, servers, radios, mobile technology, and phone systems. The department runs a help desk for the entire City and is also on call for any needs that may arise regarding the public safety departments. The department recommends and plans for technology changes and also provides or recommends training where needed.

The departmental goal is to implement solutions that allow an employee to do their job easier and to provide excellent customer service to the citizens of Winter Garden. The mission of the Information Technology department is to deliver secure, responsive, high-quality, customer-oriented services and support that foster a productive environment for both City staff and residents of the City of Winter Garden.



Community Development

Overview

The Community Development Department consists of the Planning and Zoning Division, Building Division, Code Enforcement Division, and Business Tax Services. The department provides for one-stop permitting and a variety of community development services related to use of private property in the City.

The department essential functions are:

Planning and Zoning: Includes zoning, comprehensive planning, development review, impact fee calculations, downtown architectural reviews, transportation planning, addressing, Census, and general planning services

Building (Permitting and Inspection Services) including all building permits reviews along with other trade permits, building inspections and architectural plan review.

Business Tax: Includes processing new business locating in the City as well as annual renewals and business location transfers, processing temporary sale and vendor permits and residential garage sales.

Code Enforcement: Includes zoning compliance for residential and non-residential areas of the City, process violations for compliance and take cases to the Code Enforcement Board.

Boards: Provides staff or support to the following City Boards and Committees: Development Review Committee, Planning and Zoning Board, Code Enforcement Board, Architectural Review and Historic Preservation Board, Community Redevelopment Area and Brownfield Advisory Board (in conjunction with the City Manager and Community Relations office).



Police Department

Overview

The Police Department is here to protect our citizens and visitors by working with them to prevent, and solve, crime. Visible patrol with marked police vehicles deters crime and allows citizens to readily locate an officer when they are in need. Dispatching services provide a quick and efficient means to summon police assistance through non-emergency and 911 calling.

Officers attend community and business meetings to exchange information concerning crime trends as well as to identify citizens' needs and answer questions. Numerous crime prevention specific events were held this year and the Police Department sponsored Winter Garden's annual National Night Out crime prevention event in cooperation with Target stores and the Winter Garden Village mall. The Police Department's programs are designed for close interaction with our citizens to strengthen partnerships between citizens and their police. Through these close interactions and community focus, the police strive to create a safe community to work, live and play in by policing and problem solving with our citizens and businesses.

Youth programs remain a priority for the Police Department. They continued their partnership with the Center for Drug Free Living to provide a midnight basketball program at the Magic Gym, they continued their partnership with the First Baptist Church of Winter Garden to provide a summer youth camp for at-risk children, and officers actively participate in the Restorative Justice Program (a criminal diversion program for juvenile offenders).

Traffic enforcement activities, through the deployment of specially trained officers, were targeted at maintaining safe roadways for citizens and visitors. The Traffic Enforcement Unit allows for improved identification of traffic issues and consistent efforts to address those issues as a team. Their activities also include educational programs related to DUI, pedestrian safety education, and other traffic safety issues. Community meetings were attended by traffic enforcement officers specifically focusing on traffic issues in the communities.

Specially trained officers are assigned to the Criminal Investigations Unit to conduct follow-up work on unsolved reported crimes to identify and apprehend offenders.

Hundreds of criminal cases are assigned, each year, to Detectives for follow up investigation in which the majority are cleared either by arrest, charges being filed or prosecution not being desired by the victim.



Fire Rescue Department

Overview

The Winter Garden Fire Rescue Department operates out of three fire stations, outfitted with state of the art vehicles and equipment strategically located throughout the City to provide an exceptional level of service. The department consists of 46 personnel. All of Winter Garden's Firefighters are certified to meet the professional Firefighter qualifications for the State of Florida and are medically trained as either Emergency Medical Technicians or Paramedics.

Fire/Rescue personnel respond to emergencies with two ALS (Basic Life Support) engines, one ALS tower (aerial) truck, and an ALS (Advanced Life Support) Medic unit. The department has two reserve engines, a reserve medic unit, and a woods truck. Each year, these units respond to over 3,900 alarms which generally include fires, medical calls, hazardous material calls, vehicle accidents, and other calls for assistance.

The Fire/Rescue Department provides joint response services with the Orange County Fire Rescue Division and the City of Ocoee Fire Department. The department utilizes a 2-tier rescue system, in which medical patients are treated by the fire department until the arrival of an ambulance from Health Central Paramedic Service, at which time the Winter Garden Fire/Rescue Department transfers patient care to Health Central. Health Central then transports the patients to the hospital.



Human Resources & Risk Management

Overview

The Human Resources and Risk Management Division is charged with recruiting and retaining highly qualified and diverse organizational teams by providing exceptional benefits and a challenging work environment. In order to support the success of those teams, the Department continually encourages individual training and educational opportunities that will increase career satisfaction and performance.



Facilities Management

Overview

The Facilities Management Division repairs, alters, and maintains city facilities. This division is accountable for maintaining operational condition of 153 buildings totaling 322,793 square feet.

The department responsibilities includes assistance with certain capital projects, energy management and utilization analysis, the City's Green Initiative program, electrical, plumbing, HVAC systems, fire systems, elevators and overall janitorial cleaning services to these facilities. Our team consists of professional Carpenters, Plumbers, Electricians, Painters and HVAC Technicians.



Fleet Management Division

Overview

The Fleet Management Division provides preventive maintenance, major overhauls and general repairs for over 300 pieces of light, medium and heavy equipment. Ranging from the care of public safety vehicles such as police and fire vehicles to small landscaping equipment, the division has staff on-call 365 days a year.

The division has ASE (National Institute for Automotive Service Excellence) and EVT (Emergency Vehicle Technician Certification Commission) technicians with Master Auto /Truck & Fire Truck certifications. This certification ensures citizen's that City staff will be able to respond to their needs including public safety, street cleaning, garbage pick-up and all other city services.



Parks and Recreation

Overview

The Parks and Recreation Department consists of four unique divisions that serve the community in a variety of roles and functions.

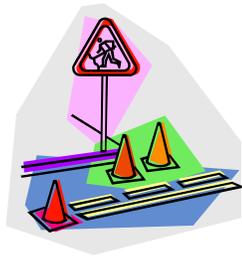
The Parks Division consists of 10 staff members that take care of over 126 acres of landscaping, athletic courts, playgrounds, athletic fields and other recreation facilities and equipment.

The Recreation Division consists of 7 full time employees and over 60 part-time and contractual staff that program and lead a wide variety of recreational programs including youth camps, aquatics programs, instructional classes, athletic leagues, and senior citizen programs.

The Special Event Division budget does not have personnel dedicated to this function, but it provides the funding necessary to host six major community events as well as the Friday night concert series and other smaller functions.

The Facilities Division includes 1 ½ positions that rent and maintain the various rental properties owned and operated by the city.

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Public Services

Overview

The Public Services Department is made up of several Operations and Maintenance Divisions providing a variety of services to the citizens of Winter Garden as well as the business community. These divisions are: Water Treatment, Wastewater Treatment, Water/Reclaimed Water Distribution, Wastewater/Stormwater Collection, Streets Maintenance, Solid Waste, Environmental Services, Engineering, Cemetery and Administration of these divisions.

The Department's activities include day-to-day maintenance and operations related to city services, as well as short and long range planning of capital improvements to the City's infrastructure, consisting of roadways, drainage systems, water and sewer systems and water supplies.

The Public Services staff works closely with citizens, business owners, developers and contractors to address their concerns in a timely and efficient manner.

The Public Services Management acts as the City's liaison to State and Federal Environmental Regulatory Agencies.



DEBT INFORMATION

CITY OF WINTER GARDEN, FLORIDA
DEBT INFORMATION

Summary of Debt Outstanding

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

<u>Debt Outstanding—Governmental Fund Types:</u>	<u>Amount Expected at October 1, 2012</u>
2001 Community Redevelopment Revenue Note \$3,700,000; principal due in annual installments of the greater of (1) \$325,000 or (2) \$325,000 plus half of the prior year Community Redevelopment Agency Tax Increment Revenues in excess of \$375,000 beginning October 1, 2004; interest due in semi-annual installments of \$4,142 to \$24,793; interest at 4.93%	\$ 589,094
Sales Tax Revenue Bonds, Series 2006 \$12,025,000; principal due in annual installments of \$270,000 to \$690,000 through October 1, 2036; interest due in semi- annual installments of \$15,525 to \$227,419 through October 1, 2036; interest varies between 4.0% to 4.5% depending on maturity	10,650,000
Total Outstanding—Governmental Fund Types	<u>\$11,239,094</u>

CITY OF WINTER GARDEN, FLORIDA
DEBT INFORMATION

Summary of Debt Outstanding

<u>Debt Outstanding—Proprietary Fund Types</u>	<u>Amount Expected at October 1, 2012</u>
2001 State Revolving Fund Loan \$1,097,149; due in semi-annual principal and interest installments of \$37,525 through July 15, 2024; Interest at 3.330%	\$ 737,440
2003 State Revolving Fund Loan \$10,810,898; due in semi-annual principal and interest installments of \$366,572 through July 15, 2024; Interest at 2.820%	7,419,903
2004 State Revolving Fund Loan \$2,066,219; due in semi-annual principal and interest installments of \$67,727 through May 15, 2024; Interest at 2.670%	1,382,946
2009 Tymco, Inc. Capital Lease Agreement \$169,230; due in annual principal and interest installments of \$36,045 through January 30, 2013; Interest at 3.25%	34,910
2009 Kansas State Bank of Manhattan Capital Lease Agreement \$206,690; due in annual principal and interest installments of \$46,364 through February 20, 2013; Interest at 6.09%	<u>43,703</u>
Total Outstanding—Proprietary Fund Types	<u><u>\$9,618,902</u></u>

CITY OF WINTER GARDEN, FLORIDA
DEBT INFORMATION

Annual Requirements to Amortize Long-Term Debt by Fund

DEBT OUTSTANDING—GOVERNMENTAL FUND TYPES:

General Fund

Debt service requirements of the Sales Tax Bonds, Series 2006 are as follows:

<u>Fiscal Year Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2013	\$ 270,000	\$ 454,838	\$ 724,838
2014	280,000	444,038	724,038
2015	290,000	432,838	722,838
2016-2036	9,810,000	5,355,463	15,165,463
	<u>\$10,650,000</u>	<u>\$6,687,177</u>	<u>\$17,337,177</u>

Community Redevelopment Agency Fund

Debt service requirements of the Community Redevelopment Revenue Note, Series 2001 are the greater of (1) \$325,000 or (2) \$325,000 plus half of the prior year Community Redevelopment Agency Tax Increment Revenues in excess of \$375,000. Total debt service payments are estimated to be \$450,099 for Fiscal Year 2013. It is currently estimated that the Note will be paid-in-full by fiscal year 2014.

CITY OF WINTER GARDEN, FLORIDA
DEBT INFORMATION

Annual Requirements to Amortize Long-Term Debt by Fund

DEBT OUTSTANDING—PROPRIETARY FUND TYPES:

Utility Fund

Debt service requirements of the 2001 State Revolving Fund Loan are as follows:

Fiscal Year Ending	Principal	Interest	Total
2013	\$ 50,915	\$ 24,136	\$ 75,051
2014	52,624	22,427	75,051
2015	54,391	20,660	75,051
2016-2024	579,510	95,946	675,456
	<u>\$737,440</u>	<u>\$163,169</u>	<u>\$900,609</u>

Debt service requirements of the 2003 State Revolving Fund Loan are as follows:

Fiscal Year Ending	Principal	Interest	Total
2013	\$ 527,596	\$ 205,548	\$ 733,144
2014	542,579	190,565	733,144
2015	557,987	175,157	733,144
2016-2024	5,791,741	806,548	6,598,289
	<u>\$7,419,903</u>	<u>\$1,377,818</u>	<u>\$8,797,721</u>

Debt service requirements of the 2004 State Revolving Fund Loan are as follows:

Fiscal Year Ending	Principal	Interest	Total
2013	\$ 99,186	\$ 36,267	\$ 135,453
2014	101,852	33,601	135,453
2015	104,590	30,863	135,453
2016-2024	1,077,318	141,760	1,219,078
	<u>\$1,382,946</u>	<u>\$242,491</u>	<u>\$1,625,437</u>

CITY OF WINTER GARDEN, FLORIDA
DEBT INFORMATION

Annual Requirements to Amortize Long-Term Debt by Fund

Stormwater Fund

Debt service requirements of the 2009 Tymco, Inc. Capital Lease Agreement are as follows:

<u>Fiscal Year Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2013	\$34,910	\$1,135	\$36,045
	<u>\$34,910</u>	<u>\$1,135</u>	<u>\$36,045</u>

Debt service requirements of the 2009 Kansas State Bank of Manhattan Capital Lease Agreement are as follows:

<u>Fiscal Year Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2013	\$43,703	\$2,661	\$46,364
	<u>\$43,703</u>	<u>\$2,661</u>	<u>\$46,364</u>



WINTER GARDEN

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WINTER GARDEN
GENERAL FUND



WINTER GARDEN

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**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND REVENUES
EXECUTIVE DEPARTMENT**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
001-0213-311.10-00	ADVALOREM TAXES	8,331,456	7,810,811	7,810,811	7,755,117
001-0213-311.90-00	PENALTIES AND INTEREST	16,996	17,460	17,460	15,714
	TOTAL AD VALOREM	8,348,452	7,828,271	7,828,271	7,770,831
001-0213-314.10-00	UTILITY TAX-ELECTRIC	2,640,377	2,610,730	2,484,551	2,571,510
001-0213-314.30-00	UTILITY TAX-WATER	411,017	365,886	392,290	406,209
001-0213-314.40-00	UTILITY TAX-GAS	76,717	75,181	107,035	109,833
001-0213-314.80-00	UTILITY TAX-PROPANE	30,440	33,124	47,932	43,139
	TOTAL UTILITY TAX	3,158,551	3,084,921	3,031,808	3,130,691
001-0213-315.00-00	COMMUNICATIONS SERVICE TAX	1,309,236	1,229,036	1,339,967	1,332,921
	TOTAL SERVICE TAX	1,309,236	1,229,036	1,339,967	1,332,921
001-0213-323.10-00	FRANCHISE FEES-ELECTRIC	2,216,903	2,161,103	2,081,929	2,154,797
001-0213-323.40-00	FRANCHISE FEES-GAS	63,498	68,558	105,749	95,174
001-0213-325.20-00	WESTSIDE TOWNHOMES	-	-	18,089	18,089
	TOTAL PERMITS, FEES AND SPECIAL ASSESSEMENTS	2,280,401	2,229,661	2,205,767	2,268,060
001-0213-334.39-00	STATE GRANTS-PHYSICAL ENVIRONMNT	185,799	-	-	-
001-0213-335.12.00	STATE REVENUE PROCEEDS	845,367	887,962	929,800	1,023,593
001-0213-335.14.00	MOBILE HOME LICENSES	50,482	47,570	47,570	48,055
001-0213-335.15.00	ALCOHOLIC BEVERAGE LICENSES	15,473	18,847	18,847	19,295
001-0213-335.18.00	LOCAL GOVT HALF-CENT SALES TAX	3,979,791	4,307,513	4,477,690	4,719,682
001-0213-338.20.00	COUNTY OCCUPATIONAL LICENSES	39,181	19,866	19,866	21,921
	TOTAL INTERGOVERNMENTAL	5,116,093	5,281,758	5,493,773	5,832,546
001-0213-341.30.01	LIEN SEARCH FEES	15,275	24,498	11,773	12,950
001-0213-341.90.01	INTERFUND MANAGEMENT FEES	738,865	739,705	739,705	732,135
001-0213-341.90.02	OCPS COLLECTION ALLOWANCE	44,799	64,253	19,780	17,802
001-0213-341.91.00	FILING FEES	416	374	374	-
	TOTAL CHARGES FOR SERVICES	799,355	828,830	771,632	762,887
001-0213-361.10.00	INTEREST	396,156	45,952	45,952	58,741
001-0213-361.13.00	INTEREST-ORANGE COUNTY TAX COLL	1,153	1,719	1,719	1,891
001-0213-361.30.00	NET INCR(DECR) IN FAIR VAL OF INVST	(27,273)	-	-	-
001-0213-361.40.00	GAIN ON SALE OF INVESTMENTS	25,520	-	-	-
	TOTAL INTEREST AND OTHER EARNINGS	395,556	47,671	47,671	60,632
001-0213-362.11.00	BUILDING LEASES	36,265	41,460	41,460	41,460
001-0213-365.00.00	SALE/SURPL MATERIAL/SCRAP	-	49	49	44
001-0213-366.00.00	CONTRIBUTIONS	589	1,258	1,258	-
001-0213-369.90.00	OTHER MISCELLANEOUS REVENUES	24,259	8,951	8,951	8,056
001-0213-369.93.00	CASH OVER OR SHORT	111	-	-	-

	TOTAL MISCELLANEOUS REVENUES	61,224	51,718	51,718	49,560
001-0213-399.99-99	USE OF FUND BALANCE	-	-	-	214,728
	TOTAL OTHER SOURCES	-	-	-	214,728
	TOTAL EXECUTIVE DEPARTMENT	21,468,868	20,581,866	20,770,607	21,422,856

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 GENERAL FUND REVENUES
 FINANCE DEPARTMENT**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
<u>UTILITY BILLING DIVISION</u>				
001-0223-341.90-01 INTERFUND MANAGEMENT FEES	621,399	624,218	624,218	626,246
TOTAL CHARGES FOR SERVICES	621,399	624,218	624,218	626,246
TOTAL FINANCE DEPARTMENT	621,399	624,218	624,218	626,246

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND REVENUES
ADMINISTRATIVE SERVICES DEPARTMENT**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
<u>INFORMATION TECHNOLOGY DIVISION</u>				
001-0225-341.90-01 INTERFUND MANAGEMENT FEES	74,304	76,334	76,334	99,323
TOTAL CHARGES FOR SERVICES	74,304	76,334	76,334	99,323
001-0225-365.00-00 SALE OF SURPLUS MATERIALS/SCRAP	2,890	3,108	3,108	3,419
001-0225-369.90-00 OTHER MISCELLANEOUS REVS	-	53	53	48
TOTAL MISCELLANEOUS REVENUES	2,890	3,161	3,161	3,467
TOTAL INFORMATION TECHNOLOGY DIVISION	77,194	79,495	79,495	102,790
<u>FACILITIES MANAGEMENT DIVISION</u>				
001-0746-341.90-01 INTERFUND MANAGEMENT FEES	91,165	90,656	90,656	84,473
TOTAL CHARGES FOR SERVICE	91,165	90,656	90,656	84,473
001-0746-364.00-00 DISPOSITION OF FIXED ASSETS	-	817	817	735
TOTAL MISCELLANEOUS REVENUES	-	817	817	735
TOTAL FACILITIES MANAGEMENT DIVISION	91,165	91,473	91,473	85,208
<u>FLEET MANAGEMENT DIVISION</u>				
001-0747-341.90-01 INTERFUND MANAGEMENT FEES	183,785	174,798	174,798	205,498
TOTAL CHARGES FOR SERVICE	183,785	174,798	174,798	205,498
001-0747-364.00-00 DISPOSITION OF FIXED ASSETS	-	3,867	3,867	3,681
001-0747-365.00-00 SALE/SURPL MATERIAL/SCRAP	557	558	558	502
TOTAL MISCELLANEOUS REVENUES	557	4,425	4,425	4,183
TOTAL FLEET MANAGEMENT DIVISION	184,342	179,223	179,223	209,681
TOTAL ADMINISTRATIVE SERVICES DEPARTMENT	352,701	350,191	350,191	397,679

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND REVENUES
COMMUNITY DEVELOPMENT DEPARTMENT**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
<u>PLANNING DIVISION</u>				
001-0315-329.01-00	500	700	700	700
001-0315-329.02-00	5,066	9,500	9,500	9,500
001-0315-329.05-00	2,430	1,000	1,000	1,000
TOTAL PERMITS, FEES AND SPECIAL ASSESSEMENTS	7,996	11,200	11,200	11,200
001-0315-369.90-00	11,275	10,000	25,070	10,000
TOTAL PLANNING DIVISION	19,271	21,200	36,270	21,200
<u>BUILDING INSPECTION DIVISION</u>				
001-0324-322.02-00	378,917	327,679	327,679	483,085
001-0324-329.02-00	17,290	25,750	11,920	28,150
001-0324-329.07-00	8,340	8,550	8,550	5,400
001-0324-329.08-00	5,715	5,400	5,400	9,120
001-0324-329.10-00	8,095	8,250	8,250	8,250
TOTAL PERMITS, FEES AND SPECIAL ASSESSEMENTS	418,357	375,629	361,799	534,005
001-0324-369.90-00	1,890	785	785	785
TOTAL MISCELLANEOUS REVENUES	1,890	785	785	785
001-0324-399.99-99	-	102,336	116,166	36,854
TOTAL OTHER SOURCES	-	102,336	116,166	36,854
TOTAL BUILDING INSPECTION DIVISION	420,247	478,750	478,750	571,644
<u>BUSINESS TAX</u>				
001-0331-316.00-00	142,891	185,000	185,000	175,860
TOTAL BUSINESS TAX DIVISION	142,891	185,000	185,000	175,860
<u>CODE ENFORCEMENT DIVISION</u>				
001-0528-354.20-00	10,542	16,500	16,500	16,500
TOTAL CODE ENFORCEMENT DIVISION	10,542	16,500	16,500	16,500
 TOTAL COMMUNITY DEVELOPMENT DEPT	 592,951	 701,450	 716,520	 785,204

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND REVENUES
POLICE DEPARTMENT**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
001-0521-338.30-00	26,113	28,151	28,151	30,966
TOTAL INTERGOVERNMENTAL REVENUE	26,113	28,151	28,151	30,966
001-0521-342.10-01	208,222	238,608	222,805	234,492
001-0521-342.10-02	750	-	-	-
001-0521-342.10-03	33,100	33,000	33,000	60,500
001-0521-342.10-04	1,905	1,007	1,007	1,108
TOTAL CHARGES FOR SERVICES	243,977	272,615	256,812	296,100
001-0521-351.10-00	99,642	106,945	72,691	65,422
001-0521-351.30-00	9,590	9,730	9,730	9,010
001-0521-354.20-00	(278)	1,971	1,971	1,774
TOTAL FINES AND FORFEITS	108,954	118,646	84,392	76,206
001-0521-364.00-00	14,000	6,369	6,369	7,006
001-0521-365.00-00	-	151	151	166
001-0521-366.00-00	2,960	1,988	1,988	1,856
001-0521-369.90-00	5,828	5,239	5,239	5,763
TOTAL MISCELLANEOUS REVENUES	22,788	13,747	13,747	14,791
001-0521-389.99-99	-	10,994	10,994	9,490
TOTAL OTHER SOURCES	-	10,994	10,994	9,490
TOTAL POLICE DEPARTMENT	<u>401,832</u>	<u>444,153</u>	<u>394,096</u>	<u>427,553</u>

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND REVENUES
FIRE DEPARTMENT**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
001-0622-335.21-00	5,970	5,640	5,640	9,320
	5,970	5,640	5,640	9,320
001-0622-342.20-01	40	117	117	129
001-0622-342.20-02	22,191	13,969	13,969	31,721
001-0622-342.20-04	100	437	437	393
	22,331	14,523	14,523	32,243
001-0622-364.00-00	-	246	246	271
001-0622-366.00-00	1,767	1,350	1,350	1,431
001-0622-369.90-00	20	138	138	130
	1,787	1,734	1,734	1,832
TOTAL FIRE DEPARTMENT	30,088	21,897	21,897	43,395

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND REVENUES
PUBLIC SERVICES DEPARTMENT**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
<u>ADMINISTRATION DIVISION</u>				
001-0701-341.90-01 INTERFUND MANAGEMENT FEES	140,777	185,302	185,302	177,900
TOTAL ADMINISTRATION DIVISION	140,777	185,302	185,302	177,900
<u>CEMETERY DIVISION</u>				
001-0739-343.80-01 SERVICE FEES	81,630	75,000	75,000	75,000
001-0739-343.80-02 CEMETERY FOUNDATION CHARGES	3,900	4,730	4,730	4,730
001-0739-343.80-03 COLUMBARIUMS	-	1,000	1,000	1,000
001-0739-343.80-05 CEMETERY LOTS	101,235	80,000	108,933	80,000
TOTAL CHARGES FOR SERVICE	186,765	160,730	189,663	160,730
001-0739-362.00-00 RENTAL INCOME	58,075	47,676	47,676	47,676
TOTAL MISCELLANEOUS REVENUES	58,075	47,676	47,676	47,676
001-0739-381.00-00 INTERFUND TRANSFER	30,123	-	-	-
TOTAL OTHER SOURCES	30,123	-	-	-
TOTAL CEMETERY DIVISION	274,963	208,406	237,339	208,406
<u>STREETS DIVISION</u>				
001-0741-335.49-00 OTHER TRANSPORTATION	27,587	31,806	31,806	31,040
TOTAL INTERGOVERNMENTAL REVENUE	27,587	31,806	31,806	31,040
001-0741-364.00-00 DISPOSITION OF FIXED ASSETS	-	3,003	3,003	2,703
001-0741-369.90-00 OTHER MISCELLANEOUS REVENUES	865	9,974	9,974	8,977
TOTAL MISCELLANEOUS REVENUES	865	12,977	12,977	11,680
TOTAL STREETS DIVISION	28,452	44,783	44,783	42,720

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND REVENUES
PUBLIC SERVICES DEPARTMENT**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
<u>PARKS DIVISION</u>				
001-0775-334.70-00	-	350,000	350,000	-
	-	350,000	350,000	-
001-0775-366.00-00	906	-	-	-
	906	-	-	-
TOTAL PARKS DIVISION	906	350,000	350,000	-
<u>RECREATION DIVISION</u>				
001-0872-347.21-01	93,835	81,000	81,000	83,000
001-0872-347.21-02	13,472	10,000	10,000	12,000
001-0872-347.21-03	4,473	4,500	4,500	4,500
001-0872-347.21-04	6,693	7,000	7,000	7,000
001-0872-347.21-05	18,311	22,500	22,500	20,500
001-0872-347.21-06	50,280	40,000	40,000	40,000
001-0872-347.21-07	61,568	42,290	42,290	42,290
001-0872-347.21-10	17,631	12,000	12,000	16,000
001-0872-347.21-11	2,820	2,000	2,000	2,000
001-0872-347.21-12	2,462	2,500	2,500	1,000
001-0872-347.21-13	10,404	10,000	10,000	-
001-0872-347.21-14	53,272	48,000	48,000	48,000
	335,221	281,790	281,790	276,290
001-0872-362.19-00	644	-	-	-
001-0872-366.01-00	9,455	8,000	8,000	5,000
001-0872-369.90-00	12,891	5,000	5,000	5,000
	22,990	13,000	13,000	10,000
TOTAL RECREATION DIVISION	358,211	294,790	294,790	286,290
<u>SPECIAL EVENTS DIVISION</u>				
001-0874-362.00-00	3,249	2,500	2,500	2,500
	3,249	2,500	2,500	2,500
TOTAL SPECIAL EVENTS DIVISION	3,249	2,500	2,500	2,500
<u>NEWTON PARK FACILITIES DIVISION</u>				
001-3658-362.01-00	7,514	5,000	5,000	8,000
001-3658-362.02-00	103,350	85,000	121,284	110,000
001-3658-362.03-00	15,329	12,000	12,000	12,000
001-3658-362.04-00	-	-	-	2,000
001-3658-369.90-00	5,368	5,000	5,000	4,500
	131,561	107,000	143,284	136,500
TOTAL NEWTON PARK FACILITIES DIVISION	131,561	107,000	143,284	136,500

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 GENERAL FUND REVENUES
 PUBLIC SERVICES DEPARTMENT**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
001-1016-329.03-00	10,158	8,625	23,075	47,426
001-1016-329.04-00	12,575	17,224	51,123	46,011
	<u>22,733</u>	<u>25,849</u>	<u>74,198</u>	<u>93,437</u>
001-1016-364.00-00	-	3,392	3,392	3,053
001-1016-369.90-00	-	244	244	220
	<u>-</u>	<u>3,636</u>	<u>3,636</u>	<u>3,273</u>
TOTAL ENGINEERING DIVISION	22,733	29,485	77,834	96,710
TOTAL PUBLIC SERVICES DEPARTMENT	960,852	1,222,266	1,335,832	951,026
TOTAL GENERAL FUND REVENUES	<u>24,428,691</u>	<u>23,946,041</u>	<u>24,213,361</u>	<u>24,653,959</u>

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
LEGISLATIVE DEPARTMENT**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
001-0111-511.13-00 OTHER SALARIES AND WAGES	40,800	42,446	42,446	41,616
001-0111-511.21-00 FICA TAXES	2,275	1,847	1,847	2,279
001-0111-511.23-00 EMPLOYEE GROUP INSURANCE	28,330	40,717	40,717	32,859
001-0111-511.24-00 WORKERS' COMPENSATION	55	56	56	61
TOTAL PERSONAL SERVICES	71,460	85,066	85,066	76,815
001-0111-511.31-02 LEGAL	-	500	500	500
001-0111-511.34-03 CODE OF ORDINANCES	4,999	7,550	7,550	7,550
001-0111-511.40-00 TRAVEL AND PER DIEM	2,443	7,000	7,000	7,000
001-0111-511.41-02 TELEPHONE	87	200	200	200
001-0111-511.41-02 INTERNET	-	-	-	1,200
001-0111-511.47-01 MISC PRINTING AND BINDING	74	200	200	120
001-0111-511.48-01 PROMOTIONAL ACTIVITIES	-	600	600	300
001-0111-511.48-02 PROMOTIONAL-PROMOTIONAL ITEMS	190	1,000	1,000	13,000
001-0111-511.49-01 MISC OTHR CUR CHGS & OBLIGATIONS	2,310	3,940	3,940	2,440
001-0111-511.49-03 ELECTION FEES	15,410	30,000	30,000	-
001-0111-511.51-00 OFFICE SUPPLIES	28	2,500	2,500	2,500
001-0111-511.52-01 MISC. OPERATING SUPPLIES	3,035	800	800	800
001-0111-511.52-04 UNIFORMS AND ACCESSORIES	411	1,100	1,100	1,100
001-0111-511.54-01 DUES AND SUBSCRIPTIONS	115	10,550	10,550	10,470
001-0111-511.54-02 SEMINARS AND COURSES	1,405	3,435	3,435	3,925
TOTAL OPERATING EXPENDITURES	30,507	69,375	69,375	51,105
001-0111-511.81-00 AID TO GOVERNMENT AGENCIES	-	1,000	1,000	1,000
001-0111-511.82-00 AIDS TO PRIVATE ORGANIZATIONS	500	1,900	11,900	1,900
001-0111-564.83-00 OTHER GRANTS AND AIDS	58,415	63,000	63,000	70,560
TOTAL GRANTS AND AIDS	58,915	65,900	75,900	73,460
TOTAL LEGISLATIVE DEPARTMENT	160,882	220,341	230,341	201,380

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
EXECUTIVE DEPARTMENT**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>	
001-0213-512.12-00	REGULAR SALARIES AND WAGES	433,052	428,050	428,050	345,714
001-0213-512.13-00	OTHER SALARIES & WAGES	-	-	-	26,743
001-0213-512.14-00	OVERTIME	10	-	-	-
001-0213-512.21-00	FICA TAXES	30,258	32,513	32,513	27,615
001-0213-512.22-00	RETIREMENT CONTRIBUTIONS	79,555	41,760	41,760	41,951
001-0213-512.23-00	LIFE AND HEALTH INSURANCE	44,236	43,130	43,130	29,328
001-0213-512.24-00	WORKERS' COMPENSATION	783	685	685	542
001-0213-512.25-00	UNEMPLOYMENT COMPENSATION	-	-	-	-
001-0213-512.26-00	OTHER POST EMPLOYMENT BENEFITS	3,000	3,500	3,500	-
	TOTAL PERSONAL SERVICES	590,894	549,638	549,638	471,893
001-0213-512.31-01	MISC PROFESSIONAL SERVICES	53,280	30,800	30,800	18,800
001-0213-512.31-02	LEGAL SERVICES	-	2,500	2,500	2,500
001-0213-512.31-06	MEDICAL SERVICES	169	15	15	15
001-0213-512.34-01	MISC OTHER CONTRACTUAL SERVICES	22,031	20,686	20,686	21,880
001-0213-512.40-00	TRAVEL AND PER DIEM	1,128	1,500	1,500	1,500
001-0213-512.41-01	CABLE TELEVISION SERVICES	315	-	-	-
001-0213-512.41-02	TELEPHONE SERVICES	6,966	5,050	5,050	5,050
001-0213-512.41-03	RADIO SERVICES	-	80	80	80
001-0213-512.41-04	INTERNET SERVICES	610	750	750	750
001-0213-512.41-05	POSTAGE	11,767	15,650	15,650	14,750
001-0213-512.43-00	UTILITY SERVICES	20,793	14,000	14,000	14,000
001-0213-512.44-00	RENTALS AND LEASES	8,354	9,000	9,000	9,000
001-0213-512.45-00	INSURANCE	26,223	24,928	24,928	22,857
001-0213-512.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	-	400	400	400
001-0213-512.46-03	REPAIR AND MAINT SVCS-VEHICLES	784	900	900	900
001-0213-512.46-05	REPAIR AND MAINT SVCS-SOFTWARE	12,000	12,000	12,000	12,000
001-0213-512.46-10	REPAIR AND MAINT SVCS-BUILDING	2,709	1,230	1,230	1,230
001-0213-512.47-01	MISC PRINTING AND BINDING	40,290	34,976	34,976	38,804
001-0213-512.48-01	PROMOTIONAL-ADVERTISEMENTS	6,023	16,500	16,500	16,500
001-0213-512.48-02	PROMOTIONAL ITEMS	749	5,070	5,070	4,800
001-0213-512.49-01	MISC OTHR CUR CHGS & OBLIGATIONS	375	250	250	250
001-0213-512.49-11	EMPLOYEE SOCIAL EVENTS	558	1,000	1,000	1,000
001-0213-512.51-00	OFFICE SUPPLIES	1,218	1,750	1,750	1,750
001-0213-512.52-01	MISCELLANEOUS OPERATING SUPPLIES	6,410	1,500	1,500	1,500
001-0213-512.52-03	GASOLINE AND OIL	1,040	300	300	300
001-0213-512.52-04	UNIFORMS AND ACCESSORIES	1,190	1,400	1,400	1,400
001-0213-512.54-01	DUES AND SUBSCRIPTIONS	15,486	11,150	11,150	11,350
001-0213-512.54-02	SEMINARS AND COURSES	2,104	3,500	3,500	4,822
001-0213-512.54-03	EDUCATIONAL ASSISTANCE PROGRAM	-	5,000	5,000	6,000
	TOTAL OPERATING EXPENDITURES	242,572	221,885	221,885	214,188
001-0213-512.61-00	LAND	24,969	-	176,451	-
001-0213-512.62-00	BUILDINGS	20,893	-	-	-
001-0213-512.64-00	MACHINERY AND EQUIPMENT	1,938	-	-	-

	TOTAL CAPITAL OUTLAY	47,800	-	176,451	-
001-0213-512.81-00	AID TO GOVERNMENT AGENCIES	254,357	-	-	-
001-0213-512.82-00	AID TO PRIVATE ORGANIZATIONS	60,650	80,000	80,000	80,000
	TOTAL GRANTS AND AIDS	315,007	80,000	80,000	80,000
001-0213-581.91-01	CONTINGENT EXPENSE	-	150,000	150,000	100,000
001-0213-599.99-99	TRANSFER TO FUND BALANCE	-	637,208	-	-
	TOTAL OTHER USES	-	787,208	150,000	100,000
	TOTAL EXECUTIVE DEPARTMENT	1,196,273	1,638,731	1,177,974	866,081

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
ECONOMIC DEVELOPMENT DEPARTMENT**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
001-0215-552.12-00	REGULAR SALARIES AND WAGES	95,398	104,562	104,562	106,582
001-0215-552.14-00	OVERTIME	-	-	-	-
001-0215-552.21-00	FICA TAXES	6,815	8,022	8,022	7,630
001-0215-552.22-00	RETIREMENT CONTRIBUTIONS	21,419	10,979	10,979	13,707
001-0215-552.23-00	LIFE AND HEALTH INSURANCE	11,621	11,651	11,651	11,928
001-0215-552.24-00	WORKERS' COMPENSATION	163	167	167	155
001-0215-552.25-00	UNEMPLOYMENT COMPENSATION	2,750	83	83	5,445
	TOTAL PERSONAL SERVICES	138,166	135,464	135,464	145,447
001-0215-552.31-01	MISC PROFESSIONAL SERVICES	1,000	-	-	-
001-0215-552.31-06	MEDICAL SERVICES	24	-	-	-
001-0215-552.34-01	MISC OTHER CONTRACTUAL SERVICES	11,580	19,370	24,114	42,000
001-0215-552.40-00	TRAVEL AND PER DIEM	36	-	-	-
001-0215-552.41-02	TELEPHONE SERVICES	1,223	1,690	1,690	1,690
001-0215-552.41-05	POSTAGE	-	900	900	900
001-0215-552.43-00	UTILITY SERVICES	8,756	1,100	1,100	1,100
001-0215-552.45-00	GENERAL INSURANCE	1,304	1,233	1,233	1,192
001-0215-552.46-02	REPAIR/MAINT SVC-EQUIPMNT	-	500	500	500
001-0215-552.46-05	REPAIR AND MAINT SVCS-SOFTWARE	-	250	250	250
001-0215-552.46-10	REPAIR AND MAINT SVCS-BUILDING	156	124	124	124
001-0215-552.47-01	MISC PRINTING AND BINDING	142	2,160	2,160	60
001-0215-552.48-01	PROMOTIONAL-ADVERTISEMENTS	4,526	14,100	21,006	10,500
001-0215-552.48-02	PROMOTIONAL-PROMOTIONAL ITEMS	1,449	2,075	2,075	900
001-0215-552.51-00	OFFICE SUPPLIES	21	750	750	750
001-0215-552.52-01	MISCELLANEOUS OPERATING SUPPLIES	169	400	400	400
001-0215-552.52-03	GASOLINE AND OIL	16	200	200	200
001-0215-552.52-04	UNIFORMS AND ACCESSORIES	-	200	200	200
001-0215-552.54-01	DUES AND SUBSCRIPTIONS	2,537	2,505	2,505	1,005
001-0215-552.54-02	SEMINARS AND COURSES	419	600	600	600
	TOTAL OPERATING EXPENDITURES	33,358	48,157	59,807	62,371
	TOTAL ECONOMIC DEVELOPMENT DEPARTMENT	171,524	183,621	195,271	207,818

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
CITY CLERK DEPARTMENT**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>	
001-0218-512.12-00	REGULAR SALARIES AND WAGES	154,221	162,926	162,926	165,256
001-0218-512.14-00	OVERTIME	493	-	-	1,000
001-0218-512.21-00	FICA TAXES	11,393	12,514	12,514	12,077
001-0218-512.22-00	RETIREMENT CONTRIBUTIONS	35,141	17,107	17,107	21,314
001-0218-512.23-00	LIFE AND HEALTH INSURANCE	19,889	20,902	20,902	23,011
001-0218-512.24-00	WORKERS' COMPENSATION	256	261	261	241
001-0218-512.25-00	UNEMPLOYMENT COMPENSATION	-	160	160	144
	TOTAL PERSONAL SERVICES	221,393	213,870	213,870	223,043
001-0218-512.31-01	MISC PROFESSIONAL SERVICES	-	250	250	250
001-0218-512.31-06	MEDICAL SERVICES	73	-	-	-
001-0218-512.34-01	MISC CONTRACTUAL SERVICES	47	-	-	-
001-0218-512.40-00	TRAVEL AND PER DIEM	2,582	3,000	3,000	1,704
001-0218-512.41-02	TELEPHONE SERVICES	1,662	1,836	1,836	1,836
001-0218-512.41-05	POSTAGE	314	350	350	350
001-0218-512.43-00	UTILITY SERVICES	9,509	8,700	8,700	8,700
001-0218-512.44-00	RENTALS AND LEASES	4,095	4,908	4,908	4,908
001-0218-512.45-00	GENERAL INSURANCE	10,485	9,912	9,912	9,595
001-0218-512.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	-	300	300	300
001-0218-512.46-05	REPAIR AND MAINT SVCS-SOFTWARE	499	500	500	500
001-0218-512.46-10	REPAIR AND MAINT SVCS-BUILDING	1,260	1,000	1,000	1,000
001-0218-512.47-01	MISC PRINTING AND BINDING	196	400	400	400
001-0218-512.47-02	RECORDS MANAGEMENT	-	-	-	300
001-0218-512.48-01	PROMOTIONAL-ADVERTISEMENTS	803	500	500	500
001-0218-512.49-01	MISC OTHR CUR CHGS & OBLIGATIONS	-	200	200	200
001-0218-512.49-05	LICENSES, TAXES, AND CERTIFICATIONS	-	100	100	100
001-0218-512.51-00	OFFICE SUPPLIES	1,472	1,950	1,950	1,500
001-0218-512.52-01	MISCELLANEOUS OPERATING SUPPLIES	1,002	1,100	1,100	1,100
001-0218-512.52-03	GASOLINE AND OIL	133	100	100	100
001-0218-512.52-04	UNIFORMS AND ACCESSORIES	600	600	600	600
001-0218-512.54-01	DUES AND SUBSCRIPTIONS	662	1,130	1,130	1,335
001-0218-512.54-02	SEMINARS AND COURSES	1,229	880	880	2,220
	TOTAL OPERATING EXPENDITURES	36,623	37,716	37,716	37,498
	TOTAL CITY CLERK DEPARTMENT	258,016	251,586	251,586	260,541

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
FINANCE DEPARTMENT
FISCAL MANAGEMENT DIVISION**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>	
001-0222-513.12-00	REGULAR SALARIES AND WAGES	276,718	282,350	282,350	291,147
001-0222-513.14-00	OVERTIME	-	750	750	675
001-0222-513.21-00	FICA TAXES	19,744	21,633	21,633	20,800
001-0222-513.22-00	RETIREMENT CONTRIBUTIONS	33,125	23,885	23,885	29,766
001-0222-513.23-00	LIFE AND HEALTH INSURANCE	32,278	32,360	32,360	25,943
001-0222-513.24-00	WORKERS' COMPENSATION	442	452	452	424
001-0222-513.25-00	UNEMPLOYMENT COMPENSATION	-	332	332	299
	TOTAL PERSONAL SERVICES	362,307	361,762	361,762	369,054
001-0222-513.31-01	MISC PROFESSIONAL SERVICES	12,531	1,281	1,281	3,000
001-0222-513.31-03	INVESTMENT COUNSEL	26,268	26,515	26,515	23,864
001-0222-513.31-06	MEDICAL SERVICES	121	-	-	-
001-0222-513.32-00	ACCOUNTING AND AUDITING	28,057	30,500	30,500	25,000
001-0222-513.34-01	MISC OTHER CONTRACTUAL SERVICES	6,932	6,515	6,515	6,685
001-0222-513.34-04	BANKING SERVICES	42,751	13,248	13,248	32,530
001-0222-513.40-00	TRAVEL AND PER DIEM	166	630	630	1,430
001-0222-513.41-02	TELEPHONE SERVICES	2,453	2,518	2,518	2,568
001-0222-513.41-05	POSTAGE	1,821	4,194	4,194	4,194
001-0222-513.43-00	UTILITY SERVICES	8,699	7,828	7,828	8,611
001-0222-513.44-00	RENTALS AND LEASES	4,268	4,900	4,900	4,857
001-0222-513.45-00	INSURANCE	9,689	9,291	9,291	8,987
001-0222-513.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	-	280	280	300
001-0222-513.46-05	REPAIR AND MAINT SVCS-SOFTWARE	18,820	19,090	19,090	19,349
001-0222-513.46-06	REPAIR AND MAINT SVCS-HARDWARE	2,000	2,500	2,500	2,250
001-0222-513.46-10	REPAIR AND MAINT SVCS-BUILDING	1,152	915	915	1,007
001-0222-513.47-01	MISC PRINTING AND BINDING	1,574	1,681	1,681	1,584
001-0222-513.48-01	PROMOTIONAL-ADVERTISEMENTS	1,002	1,150	1,150	1,150
001-0222-513.49-01	MISC OTHR CUR CHGS & OBLIGATIONS	(785)	100	100	90
001-0222-513.49-05	LICENSES, TAXES, AND CERTIFICATIONS	-	-	-	220
001-0222-513.51-00	OFFICE SUPPLIES	1,810	2,356	2,356	2,120
001-0222-513.52-01	MISCELLANEOUS OPERATING SUPPLIES	1,331	1,315	1,315	1,260
001-0222-513.52-03	GASOLINE AND OIL	122	149	149	134
001-0222-513.52-04	UNIFORMS AND ACCESSORIES	821	1,000	1,000	1,000
001-0222-513.54-01	DUES AND SUBSCRIPTIONS	2,280	2,616	2,616	3,138
001-0222-513.54-02	SEMINARS AND COURSES	478	2,568	2,568	2,311
	TOTAL OPERATING EXPENDITURES	174,361	143,140	143,140	157,639
001-0222-581.91-00	INTRAGOVERNMENT TRANSFERS	1,090,296	1,042,325	1,042,325	1,070,513
	TOTAL OTHER USES	1,090,296	1,042,325	1,042,325	1,070,513
	TOTAL FISCAL MANAGEMENT DIVISION	1,626,964	1,547,227	1,547,227	1,597,206

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
FINANCE DEPARTMENT
UTILITY BILLING DIVISION**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>	
001-0223-513.12-00	REGULAR SALARIES AND WAGES	275,003	282,599	282,599	284,683
001-0223-513.14-00	OVERTIME	-	300	300	300
001-0223-513.21-00	FICA TAXES	20,327	21,660	21,660	21,498
001-0223-513.22-00	RETIREMENT CONTRIBUTIONS	54,581	28,197	28,197	36,876
001-0223-513.23-00	LIFE AND HEALTH INSURANCE	40,932	41,018	41,018	40,570
001-0223-513.24-00	WORKERS' COMPENSATION	2,320	2,435	2,435	1,955
001-0223-513.25-00	UNEMPLOYMENT COMPENSATION	-	202	202	-
001-0223-513.26-00	OTHER POSTEMPLOYMENT BENEFITS	-	-	-	3,000
	TOTAL PERSONAL SERVICES	393,163	376,411	376,411	388,882
001-0223-513.31-06	MEDICAL SERVICES	145	-	-	-
001-0223-513.34-01	MISC OTHER CONTRACTUAL SERVICES	31,878	51,100	51,100	41,100
001-0223-513.34-04	BANKING SERVICES	56,339	54,000	54,000	54,000
001-0223-513.40-00	TRAVEL AND PER DIEM	-	200	200	200
001-0223-513.41-02	TELEPHONE SERVICES	3,546	4,500	4,500	4,500
001-0223-513.41-03	RADIO SERVICES	16	24	24	-
001-0223-513.41-04	INTERNET SERVICES	1,487	1,664	1,664	1,664
001-0223-513.41-05	POSTAGE	70,627	69,000	69,000	69,000
001-0223-513.43-00	UTILITY SERVICES	5,211	4,800	4,800	4,800
001-0223-513.44-00	RENTALS AND LEASES	3,257	3,525	3,525	3,525
001-0223-513.45-00	INSURANCE	6,175	5,838	5,838	5,691
001-0223-513.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	276	459	459	459
001-0223-513.46-03	REPAIR AND MAINT SVC-VEHICLES	1,747	1,100	1,100	1,100
001-0223-513.46-05	REPAIR AND MAINT SVCS-SOFTWARE	20,160	22,950	22,950	22,950
001-0223-513.46-06	REPAIR AND MAINT SVCS-HARDWARE	1,925	1,925	1,925	1,925
001-0223-513.46-10	REPAIR AND MAINT SVCS-BUILDING	690	750	750	750
001-0223-513.47-01	MISC PRINTING AND BINDING	14,274	8,400	8,400	8,400
001-0223-513.48-01	ADVERTISEMENT-LEGAL, OTHER	29	-	-	-
001-0223-513.49-01	MISC OTHER CURRENT CHRGS & OBLG	135	-	-	-
001-0223-513.49-05	LICENSES/TAXES/CERTIFICATIONS	3,071	2,500	2,500	2,500
001-0223-513.51-00	OFFICE SUPPLIES	1,600	1,750	1,750	1,750
001-0223-513.52-01	MISCELLANEOUS OPERATING SUPPLIES	2,520	1,250	1,250	1,250
001-0223-513.52-03	GASOLINE AND OIL	9,346	9,000	9,000	9,000
001-0223-513.52-04	UNIFORMS AND ACCESSORIES	1,835	1,800	1,800	1,800
001-0223-513.54-02	SEMINARS AND COURSES	-	1,000	1,000	1,000
	TOTAL OPERATING EXPENDITURES	236,289	247,535	247,535	237,364
001-0223-513.64-00	MACHINERY AND EQUIPMENT	-	-	4,192	-
	TOTAL CAPITAL OUTLAY	-	-	4,192	-
	TOTAL UTILITY BILLING DIVISION	629,452	623,946	628,138	626,246
	TOTAL FINANCE DEPARTMENT	2,256,416	2,171,173	2,175,365	2,223,452

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
ADMINISTRATIVE SERVICES DEPARTMENT
INFORMATION TECHNOLOGY DIVISION**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
001-0225-513.12-00	REGULAR SALARIES AND WAGES	327,747	333,050	333,050	309,021
001-0225-513.14-00	OVERTIME	1,644	1,000	1,000	1,000
001-0225-513.21-00	FICA TAXES	23,456	25,557	25,557	22,055
001-0225-513.22-00	RETIREMENT CONTRIBUTIONS	45,436	29,056	29,056	29,014
001-0225-513.23-00	LIFE AND HEALTH INSURANCE	38,114	37,965	37,965	42,363
001-0225-513.24-00	WORKERS' COMPENSATION	521	533	533	450
001-0225-513.25-00	UNEMPLOYMENT COMPENSATION	-	316	316	284
	TOTAL PERSONAL SERVICES	436,918	427,477	427,477	404,187
001-0225-513.31-06	MEDICAL SERVICES	121	-	-	-
001-0225-513.34-01	MISC OTHER CONTRACTUAL SERVICES	56,782	63,450	97,605	63,300
001-0225-513.40-00	TRAVEL AND PER DIEM	671	2,100	2,100	1,750
001-0225-513.41-02	TELEPHONE SERVICES	4,809	5,300	5,300	5,200
001-0225-513.41-04	INTERNET SERVICES	35,055	35,100	35,100	35,100
001-0225-513.41-05	POSTAGE	172	50	50	50
001-0225-513.43-00	UTILITY SERVICES	9,051	8,400	8,400	8,400
001-0225-513.45-00	INSURANCE	18,522	17,844	17,844	18,692
001-0225-513.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	86,693	86,694	86,694	77,550
001-0225-513.46-03	REPAIR AND MAINT SVCS-VEHICLES	(13)	500	500	500
001-0225-513.46-05	REPAIR AND MAINT SVCS-SOFTWARE	75,756	86,135	86,135	89,035
001-0225-513.46-06	REPAIR AND MAINT SVCS-HARDWARE	45,873	37,700	37,700	50,770
001-0225-513.46-10	REPAIR AND MAINT SVCS-BUILDING	1,285	952	952	952
001-0225-513.51-00	OFFICE SUPPLIES	3,382	4,080	4,080	4,180
001-0225-513.52-01	MISCELLANEOUS OPERATING SUPPLIES	67,634	78,775	81,170	73,650
001-0225-513.52-03	GASOLINE AND OIL	264	150	150	150
001-0225-513.52-04	UNIFORMS AND ACCESSORIES	958	1,000	1,000	1,000
001-0225-513.54-01	DUES AND SUBSCRIPTIONS	962	1,075	1,075	975
001-0225-513.54-02	SEMINARS AND COURSES	1,798	3,770	3,770	3,320
001-0225-513.54-03	EDUCATION ASSISTANCE PROGRAM	-	-	-	4,500
	TOTAL OPERATING EXPENDITURES	409,775	433,075	469,625	439,074
001-0225-513.63-00	IMPROV. OTHER THAN BUILDINGS	-	-	-	7,000
001-0225-513.64-00	MACHINERY AND EQUIPMENT	76,716	51,650	97,450	184,990
	TOTAL CAPITAL OUTLAY	76,716	51,650	97,450	191,990
	TOTAL INFORMATION TECHNOLOGY DIVISION	923,409	912,202	994,552	1,035,251

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
ADMINISTRATIVE SERVICES DEPARTMENT
HUMAN RESOURCES DIVISION**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
001-0745-513.12-00	REGULAR SALARIES AND WAGES	130,820	134,701	134,701	169,091
001-0745-513.13-00	OTHER SALARIES & WAGES	14,336	16,318	16,318	16,318
001-0745-513.14-00	OVERTIME	-	750	750	750
001-0745-513.21-00	FICA TAXES	10,758	11,608	11,608	12,604
001-0745-513.22-00	RETIREMENT CONTRIBUTIONS	29,682	14,144	14,144	17,783
001-0745-513.23-00	LIFE AND HEALTH INSURANCE	17,013	17,060	17,060	14,493
001-0745-513.24-00	WORKERS' COMPENSATION	240	242	242	246
001-0745-513.25-00	UNEMPLOYMENT COMPENSATION	-	173	173	156
001-0745-513.26-00	OTHER POSTEMPLOYMENT BENEFITS	-	-	-	3,000
	TOTAL PERSONAL SERVICES	202,849	194,996	194,996	234,441
001-0745-513.31-01	MISC PROFESSIONAL SERVICES	-	7,500	7,500	5,000
001-0745-513.31-02	LEGAL SERVICES	560	2,000	2,000	2,500
001-0745-513.31-06	MEDICAL SERVICES	85	26,100	26,100	32,600
001-0745-513.34-01	MISC OTHER CONTRACTUAL SERVICES	2,241	3,500	40,500	40,500
001-0745-513.40-00	TRAVEL AND PER DIEM	259	750	750	1,000
001-0745-513.41-02	TELEPHONE SERVICES	2,836	2,856	2,856	2,656
001-0745-513.41-04	INTERNET SERVICES	596	954	954	954
001-0745-513.41-05	POSTAGE	245	350	350	350
001-0745-513.43-00	UTILITY SERVICES	8,150	8,450	8,450	8,450
001-0745-513.44-00	RENTALS AND LEASES	4,734	6,000	6,000	6,000
001-0745-513.45-00	GENERAL INSURANCE	8,986	8,495	8,495	8,315
001-0745-513.46-06	REPAIR AND MAINT SVCS-HARDWARE	-	350	350	350
001-0745-513.46-10	REPAIR AND MAINT SVCS-BUILDING	1,105	857	857	600
001-0745-513.47-01	MISC PRINTING AND BINDING	68	628	628	628
001-0745-513.48-01	PROMOTIONAL-ADVERTISEMENTS	5,547	12,500	12,500	12,500
001-0745-513.48-02	PROMOTIONAL-PROMOTIONAL ITEMS	1,280	1,000	1,000	1,000
001-0745-513.49-01	MISC OTHR CUR CHGS & OBLIGATIONS	-	250	250	-
001-0745-513.51-00	OFFICE SUPPLIES	1,940	2,500	2,500	2,500
001-0745-513.52-01	MISCELLANEOUS OPERATING SUPPLIES	6,923	13,000	13,000	10,000
001-0745-513.52-03	GASOLINE AND OIL	114	200	200	157
001-0745-513.52-04	UNIFORMS AND ACCESSORIES	500	600	600	600
001-0745-513.54-01	DUES AND SUBSCRIPTIONS	3,517	3,000	3,000	3,000
001-0745-513.54-02	SEMINARS AND COURSES	16,943	25,000	25,000	20,000
001-0745-513.54-03	EDUCATIONAL ASSISTANCE PROGRAM	-	2,000	2,000	1,300
	TOTAL OPERATING EXPENDITURES	66,629	128,840	165,840	160,960
	TOTAL HUMAN RESOURCES DIVISION	269,478	323,836	360,836	395,401

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
ADMINISTRATIVE SERVICES DEPARTMENT
FACILITIES MANAGEMENT DIVISION**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
001-0746-539.12-00	REGULAR SALARIES AND WAGES	185,974	219,808	219,808	230,274
001-0746-539.14-00	OVERTIME	3,595	5,000	5,000	5,000
001-0746-539.21-00	FICA TAXES	14,209	16,645	16,645	16,934
001-0746-539.22-00	RETIREMENT CONTRIBUTIONS	44,401	22,817	22,817	29,886
001-0746-539.23-00	LIFE AND HEALTH INSURANCE	26,297	34,404	34,404	42,906
001-0746-539.24-00	WORKERS' COMPENSATION	3,281	3,356	3,356	3,531
001-0746-539.25-00	UNEMPLOYMENT COMPENSATION	-	204	204	184
001-0746-539.26-00	OTHER POST EMPLOYMENT BENEFITS	3,000	500	500	-
	TOTAL PERSONAL SERVICES	<u>280,757</u>	<u>302,734</u>	<u>302,734</u>	<u>328,715</u>
001-0746-539.31-06	MEDICAL SERVICES	121	-	-	-
001-0746-539.34-01	MISC OTHER CONTRACTUAL SERVICES	17,882	23,090	23,090	23,780
001-0746-539.34-06	JANITORIAL SERVICES	41,215	43,025	43,025	45,225
001-0746-539.40-00	TRAVEL AND PER DIEM	6	-	-	-
001-0746-539.41-02	TELEPHONE SERVICES	3,744	4,245	4,245	4,245
001-0746-539.41-04	INTERNET SERVICES	510	520	520	2,680
001-0746-539.44-00	RENTALS AND LEASES	2,502	2,192	2,192	2,352
001-0746-539.45-00	INSURANCE	1,138	1,121	1,121	1,233
001-0746-539.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	34,044	350	350	350
001-0746-539.46-03	REPAIR AND MAINT SVCS-VEHICLES	4,203	3,000	3,000	2,400
001-0746-539.46-05	REPAIR AND MAINT SVCS-SOFTWARE	-	1,645	1,645	1,645
001-0746-539.46-10	REPAIR AND MAINT SVCS-BUILDING	16,341	43,270	43,270	42,993
001-0746-539.47-01	MISC PRINTING AND BINDING	128	-	-	64
001-0746-539.49-05	LICENSES, TAXES, AND CERTIFICATIONS	575	350	350	350
001-0746-539.51-00	OFFICE SUPPLIES	312	500	500	360
001-0746-539.52-01	MISCELLANEOUS OPERATING SUPPLIES	17,527	20,000	20,000	17,232
001-0746-539.52-02	CHEMICALS	1,785	4,000	4,000	2,500
001-0746-539.52-03	GASOLINE AND OIL	3,718	5,000	5,000	4,000
001-0746-539.52-04	UNIFORMS AND ACCESSORIES	2,128	2,935	2,935	2,935
001-0746-539.54-01	DUES AND SUBSCRIPTIONS	909	885	885	885
001-0746-539.54-02	SEMINARS AND COURSES	25	200	200	2,300
001-0746-539.54-03	EDUCATIONAL ASSISTANCE PROGRAM	6,070	3,454	3,454	2,365
	TOTAL OPERATING EXPENDITURES	<u>154,883</u>	<u>159,782</u>	<u>159,782</u>	<u>159,894</u>
001-0746-539.64-00	MACHINERY AND EQUIPMENT	15,814	14,455	14,455	-
	TOTAL CAPITAL OUTLAY	<u>15,814</u>	<u>14,455</u>	<u>14,455</u>	<u>-</u>
	TOTAL FACILITIES MANAGEMENT DIVISION	<u>451,454</u>	<u>476,971</u>	<u>476,971</u>	<u>488,609</u>

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
ADMINISTRATIVE SERVICES DEPARTMENT
FLEET MANAGEMENT DIVISION**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>	
001-0747-539.12-00	REGULAR SALARIES AND WAGES	242,982	245,206	245,206	252,188
001-0747-539.14-00	OVERTIME	965	800	800	800
001-0747-539.21-00	FICA TAXES	18,030	18,853	18,853	18,994
001-0747-539.22-00	RETIREMENT CONTRIBUTIONS	54,421	25,747	25,747	32,687
001-0747-539.23-00	LIFE AND HEALTH INSURANCE	35,122	35,195	35,195	31,368
001-0747-539.24-00	WORKERS' COMPENSATION	3,902	4,097	4,097	4,106
001-0747-539.25-00	UNEMPLOYMENT COMPENSATION	-	240	240	264
001-0747-539.26-00	OTHER POST EMPLOYMENT BENEFITS	5,568	5,568	5,568	-
	TOTAL PERSONAL SERVICES	<u>360,990</u>	<u>335,706</u>	<u>335,706</u>	<u>340,407</u>
001-0747-539.31-06	MEDICAL SERVICES	181	-	-	-
001-0747-539.34-01	MISC OTHER CONTRACTUAL SERVICES	-	725	3,585	725
001-0747-539.40-00	TRAVEL AND PER DIEM	963	500	500	-
001-0747-539.41-02	TELEPHONE SERVICES	2,393	2,600	2,600	2,700
001-0747-539.41-03	RADIO SERVICES	78	120	120	77
001-0747-539.41-05	COMMUNICATIONS/FREIGHT-POSTAGE	18	50	50	50
001-0747-539.44-00	RENTALS AND LEASES	1,823	2,892	2,892	4,378
001-0747-539.45-00	INSURANCE	3,772	3,586	3,586	2,783
001-0747-539.46-01	REPAIR AND MAINT SVCS-MISC	3,890	-	-	-
001-0747-539.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	2,862	2,000	2,000	2,100
001-0747-539.46-03	REPAIR AND MAINT SVCS-VEHICLES	2,383	2,500	2,500	2,500
001-0747-539.46-05	REPAIR AND MAINT SVCS-SOFTWARE	-	1,595	1,595	3,695
001-0747-539.46-10	REPAIR AND MAINT SVCS-BUILDING	1,253	1,250	1,250	2,000
001-0747-539.47-01	MISC PRINTING AND BINDING	39	50	50	32
001-0747-539.48-01	PROMOTIONAL-ADVERTISEMENTS	350	-	-	-
001-0747-539.49-01	MISC OTHR CUR CHGS & OBLIGATIONS	-	200	200	200
001-0747-539.49-05	LICENSES, TAXES, AND CERTIFICATIONS	50	100	100	50
001-0747-539.51-00	OFFICE SUPPLIES	1,724	500	500	500
001-0747-539.52-01	MISCELLANEOUS OPERATING SUPPLIES	10,021	15,000	15,000	15,000
001-0747-539.52-02	CHEMICALS	1,462	1,500	1,500	1,500
001-0747-539.52-03	GASOLINE AND OIL	20,748	15,000	15,000	16,800
001-0747-539.52-04	UNIFORMS AND ACCESSORIES	5,920	4,300	4,300	4,350
001-0747-539.54-01	DUES AND SUBSCRIPTIONS	2,563	2,775	2,775	-
001-0747-539.54-02	SEMINARS AND COURSES	501	1,250	1,250	-
	TOTAL OPERATING EXPENDITURES	<u>62,994</u>	<u>58,493</u>	<u>61,353</u>	<u>59,440</u>
001-0747-539.64-00	EQUIPMENT	-	-	3,029	51,000
	TOTAL CAPITAL OUTLAY	<u>-</u>	<u>-</u>	<u>3,029</u>	<u>51,000</u>
	TOTAL FLEET MANAGEMENT DIVISION	<u>423,984</u>	<u>394,199</u>	<u>400,088</u>	<u>450,847</u>
	TOTAL ADMINISTRATIVE SERVICES DEPARTMENT	<u>2,068,325</u>	<u>2,107,208</u>	<u>2,232,447</u>	<u>2,370,108</u>

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>	
001-0315-515.12-00	REGULAR SALARIES AND WAGES	290,567	337,621	337,621	181,573
001-0315-515.14-00	OVERTIME	346	-	-	-
001-0315-515.21-00	FICA TAXES	21,006	25,921	25,921	12,664
001-0315-515.22-00	RETIREMENT CONTRIBUTIONS	66,121	35,450	35,450	23,492
001-0315-515.23-00	LIFE AND HEALTH INSURANCE	41,390	43,250	43,250	34,828
001-0315-515.24-00	WORKERS' COMPENSATION	446	540	540	264
001-0315-515.25-00	UNEMPLOYMENT COMPENSATION	-	232	232	11,043
	TOTAL PERSONAL SERVICES	419,876	443,014	443,014	263,864
001-0315-515.31-01	MISC PROFESSIONAL SERVICES	102,677	85,000	85,000	85,000
001-0315-515.31-02	LEGAL	260	-	-	-
001-0315-515.31-04	ENGINEERING	275	15,000	15,000	15,000
001-0315-515.31-06	MEDICAL SERVICES	236	-	-	-
001-0315-515.34-01	MISC OTHER CONTRACTUAL SERVICES	2,492	360	360	500
001-0315-515.40-00	TRAVEL AND PER DIEM	324	375	375	375
001-0315-515.41-02	TELEPHONE SERVICES	3,285	4,078	4,078	4,078
001-0315-515.41-05	POSTAGE	1,574	2,000	2,000	2,500
001-0315-515.43-00	UTILITY SERVICES	10,696	10,400	10,400	10,400
001-0315-515.44-00	RENTALS AND LEASES	7,424	7,900	7,900	8,500
001-0315-515.45-00	INSURANCE	10,112	9,560	9,560	9,155
001-0315-515.46-05	REPAIR AND MAINT SVCS-SOFTWARE	10,702	10,702	10,702	10,702
001-0315-515.46-10	REPAIR AND MAINT SVCS-BUILDING	1,188	1,138	1,138	1,138
001-0315-515.47-01	MISC PRINTING AND BINDING	2,170	1,200	1,200	1,200
001-0315-515.48-01	PROMOTIONAL-ADVERTISEMENTS	3,028	3,000	3,000	5,000
001-0315-515.49-05	LICENSES/TAXES/CERTIFICATIONS	61	-	-	-
001-0315-515.51-00	OFFICE SUPPLIES	3,263	3,000	3,000	3,000
001-0315-515.52-01	MISCELLANEOUS OPERATING SUPPLIES	1,057	1,000	1,000	1,000
001-0315-515.52-03	GASOLINE AND OIL	317	100	100	100
001-0315-515.52-04	UNIFORMS AND ACCESSORIES	800	1,000	1,000	1,000
001-0315-515.54-01	DUES AND SUBSCRIPTIONS	1,008	1,250	1,250	1,250
001-0315-515.54-02	SEMINARS AND COURSES	45	350	350	350
001-0315-515.54-03	EDUCATIONAL ASSISTANCE PROGRAM	-	3,500	1,850	1,650
	TOTAL OPERATING EXPENDITURES	162,994	160,913	159,263	161,898
001-0315-515.64-00	MACHINERY AND EQUIPMENT	-	-	1,650	-
	TOTAL CAPITAL OUTLAY	-	-	1,650	-
	TOTAL PLANNING DIVISION	582,870	603,927	603,927	425,762

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING INSPECTION DIVISION**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
001-0324-524.12-00	REGULAR SALARIES AND WAGES	331,705	421,521	421,521	341,138
001-0324-524.14-00	OVERTIME	-	225	225	1,000
001-0324-524.21-00	FICA TAXES	23,724	32,405	32,405	24,622
001-0324-524.22-00	RETIREMENT CONTRIBUTIONS	75,122	44,260	44,260	44,148
001-0324-524.23-00	LIFE AND HEALTH INSURANCE	50,407	63,877	63,877	51,545
001-0324-524.24-00	WORKERS' COMPENSATION	4,482	5,879	5,879	4,362
001-0324-524.25-00	UNEMPLOYMENT COMPENSATION	3,422	563	563	619
001-0324-524.26-00	OTHER POSTEMPLOYMENT BENEFITS	-	-	-	4,750
	TOTAL PERSONAL SERVICES	488,862	568,730	568,730	472,184
001-0324-524.31-06	MEDICAL SERVICES	227	-	-	-
001-0324-524.34-01	MISC OTHER CONTRACTUAL SERVICES	-	1,000	1,000	5,400
001-0324-524.40-00	TRAVEL AND PER DIEM	556	900	900	1,260
001-0324-524.41-02	TELEPHONE SERVICES	8,088	8,723	8,723	8,451
001-0324-524.41-04	INTERNET SERVICES	2,040	2,060	2,060	1,545
001-0324-524.41-05	POSTAGE	68	150	150	100
001-0324-524.43-00	UTILITY SERVICES	15,324	16,500	16,500	16,500
001-0324-524.44-00	RENTALS AND LEASES	6,672	5,450	5,450	4,850
001-0324-524.45-00	INSURANCE	20,825	19,687	19,687	18,901
001-0324-524.46-03	REPAIR AND MAINT SVCS-VEHICLES	452	1,200	1,200	1,200
001-0324-524.46-05	REPAIR AND MAINT SVCS-SOFTWARE	18,570	18,226	18,226	18,226
001-0324-524.46-06	REPAIR AND MAINT SVCS-HARDWARE	-	500	500	500
001-0324-524.46-10	REPAIR AND MAINT SVCS-BUILDING	1,852	2,122	2,122	2,122
001-0324-524.47-01	MISC PRINTING AND BINDING	826	850	850	850
001-0324-524.47-02	RECORDS MANAGEMENT	-	3,500	3,500	1,688
001-0324-524.48-01	ADVERTISEMENT-LEGAL, OTHER	467	-	-	-
001-0324-524.49-05	LICENSES, TAXES, AND CERTIFICATIONS	128	-	-	-
001-0324-524.51-00	OFFICE SUPPLIES	312	1,000	1,000	1,200
001-0324-524.52-01	MISCELLANEOUS OPERATING SUPPLIES	1,569	1,920	1,920	1,820
001-0324-524.52-03	GASOLINE AND OIL	5,194	4,600	4,600	5,000
001-0324-524.52-04	UNIFORMS AND ACCESSORIES	1,001	2,000	2,000	1,720
001-0324-524.54-01	DUES AND SUBSCRIPTIONS	460	1,885	1,885	1,735
001-0324-524.54-02	SEMINARS AND COURSES	-	1,125	1,125	1,125
001-0324-524.54-03	EDUCATIONAL ASSIST PROG REIMB	-	-	5,267	5,267
	TOTAL OPERATING EXPENDITURES	84,631	93,398	98,665	99,460
	TOTAL BUILDING INSPECTION DIVISION	573,493	662,128	667,395	571,644

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 GENERAL FUND EXPENDITURES
 COMMUNITY DEVELOPMENT DEPARTMENT
 BUSINESS TAX DIVISION**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0331-513.12-00	18,160	50,304	50,304	20,086
001-0331-513.21-00	1,344	3,089	3,089	1,492
001-0331-513.22-00	4,111	4,232	4,232	2,599
001-0331-513.23-00	2,188	7,534	7,534	2,811
001-0331-513.24-00	92	164	164	127
TOTAL PERSONAL SERVICES	25,895	65,323	65,323	27,115
001-0331-513.31-06	2	-	-	-
001-0331-513.41-02	323	744	744	372
001-0331-513.41-05	935	1,050	1,050	1,050
001-0331-513.45-00	9	9	9	8
001-0331-513.46-05	1,596	1,597	1,597	1,597
001-0331-513.47-01	-	400	400	700
001-0331-513.51-00	206	250	250	250
001-0331-513.52-01	-	150	150	150
001-0331-513.52-04	48	100	100	100
TOTAL OPERATING EXPENDITURES	3,119	4,300	4,300	4,227
TOTAL OCCUPATIONAL LICENSING DIVISION	29,014	69,623	69,623	31,342

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
COMMUNITY DEVELOPMENT DEPARTMENT
CODE ENFORCEMENT DIVISION**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
001-0528-521.12-00	REGULAR SALARIES AND WAGES	73,639	66,012	66,012	133,130
001-0528-521.14-00	OVERTIME	-	-	-	-
001-0528-521.21-00	FICA TAXES	5,344	5,080	5,080	9,798
001-0528-521.22-00	RETIREMENT CONTRIBUTIONS	16,716	6,931	6,931	17,229
001-0528-521.23-00	LIFE AND HEALTH INSURANCE	10,405	9,383	9,383	34,457
001-0528-521.24-00	WORKERS' COMPENSATION	583	809	809	1,446
001-0528-521.25-00	UNEMPLOYMENT COMPENSATION	4,400	-	-	2,951
	TOTAL PERSONAL SERVICES	111,087	88,215	88,215	199,011
001-0528-521.31-02	LEGAL SERVICES	-	1,000	1,000	1,000
001-0528-521.31-06	MEDICAL SERVICES	4	-	-	-
001-0528-521.34-01	MISC OTHER CONTRACTUAL SERVICES	10,525	15,000	15,000	15,000
001-0528-521.40-00	TRAVEL AND PER DIEM	644	800	800	1,200
001-0528-521.41-02	TELEPHONE SERVICES	1,878	1,030	1,030	1,966
001-0528-521.41-04	INTERNET SERVICES	172	636	636	1,272
001-0528-521.41-05	POSTAGE	1,672	1,450	1,450	1,000
001-0528-521.45-00	INSURANCE	561	531	531	389
001-0528-521.46-03	REPAIR AND MAINT SVCS-VEHICLES	167	250	250	600
001-0528-521.46-05	REPAIR AND MAINT SVCS-SOFTWARE	2,002	3,430	3,430	3,430
001-0528-521.47-01	MISC PRINTING AND BINDING	210	750	750	750
001-0528-521.48-01	PROMOTIONAL-ADVERTISEMENTS	467	-	-	500
001-0528-521.49-05	LICNSES/TAXES/CERTICATIONS	1,074	1,250	1,250	1,250
001-0528-521.51-00	OFFICE SUPPLIES	130	250	250	250
001-0528-521.52-01	MISCELLANEOUS OPERATING SUPPLIES	164	500	500	200
001-0528-521.52-03	GASOLINE AND OIL	2,461	4,000	4,000	3,750
001-0528-521.52-04	UNIFORMS AND ACCESSORIES	124	280	280	840
001-0528-521.54-01	DUES AND SUBSCRIPTIONS	145	110	110	145
001-0528-521.54-02	SEMINARS AND COURSES	-	675	675	675
	TOTAL OPERATING EXPENDITURES	22,400	31,942	31,942	34,217
	TOTAL CODE ENFORCEMENT DIVISION	133,487	120,157	120,157	233,228
	TOTAL COMMUNITY DEVELOPMENT DEPT	1,318,864	1,455,835	1,461,102	1,261,976

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
POLICE DEPARTMENT
NONSWORN-MISCELLANEOUS DIVISION**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
001-0520-521.12-00	REGULAR SALARIES AND WAGES	255,875	261,706	246,808	269,094
001-0520-521.13-00	OTHER SALARIES AND WAGES	77,984	102,084	102,084	102,084
001-0520-521.14-00	OVERTIME	3,266	6,000	6,000	6,000
001-0520-521.21-00	FICA TAXES	24,017	20,071	20,071	19,227
001-0520-521.22-00	RETIREMENT CONTRIBUTIONS	55,733	27,479	27,479	34,484
001-0520-521.23-00	LIFE AND HEALTH INSURANCE	50,823	52,320	52,320	45,382
001-0520-521.24-00	WORKERS' COMPENSATION	1,456	1,229	1,229	1,234
001-0520-521.25-00	UNEMPLOYMENT COMPENSATION	-	312	312	343
001-0520-521.26-00	OTHER POSTEMPLOYMENT BENEFITS	-	-	-	3,000
	TOTAL PERSONAL SERVICES	<u>469,154</u>	<u>471,201</u>	<u>456,303</u>	<u>480,848</u>
001-0520-521.31-02	LEGAL SERVICES	150	-	-	-
001-0520-521.31-06	MEDICAL	597	-	-	-
001-0520-521.34-01	MISC CONTRACTUAL SERVICES	-	100	100	100
001-0520-521.40-00	TRAVEL AND PER DIEM	2,104	1,459	1,459	1,940
001-0520-521.41-02	TELEPHONE SERVICES	1,058	1,068	1,068	864
001-0520-521.46-05	REPAIR AND MAINT SVCS-SOFTWARE	1,474	1,475	1,475	1,475
001-0520-521.47-01	MISC PRINTING AND BINDING	-	100	100	-
001-0520-521.48-01	PROMOTIONAL-ADVERTISEMENTS	-	100	100	-
001-0520-521.49-05	LICNSES/TAXES/CERTIFICTNS	-	145	145	145
001-0520-521.52-01	MISCELLANEOUS OPERATING SUPPLIES	67	200	200	-
001-0520-521.52-04	UNIFORMS AND ACCESSORIES	805	1,514	1,514	1,364
001-0520-521.54-01	DUES AND SUBSCRIPTIONS	225	290	290	310
001-0520-521.54-02	SEMINARS AND COURSES	320	1,040	1,040	750
001-0520-521.54-03	EDUCATIONAL ASSISTANCE PROGRAM	-	500	500	1,000
	TOTAL OPERATING EXPENDITURES	<u>6,800</u>	<u>7,991</u>	<u>7,991</u>	<u>7,948</u>
	TOTAL NONSWORN-MISCELLANEOUS DIVISION	<u>475,954</u>	<u>479,192</u>	<u>464,294</u>	<u>488,796</u>

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
POLICE DEPARTMENT
SWORN DIVISION**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
001-0521-521.12-00	REGULAR SALARIES AND WAGES	3,396,904	3,318,144	3,407,863	3,588,139
001-0521-521.14-00	OVERTIME	42,316	40,000	61,385	40,000
001-0521-521.15-00	SPECIAL PAY	48,854	49,260	49,260	52,860
001-0521-521.16-00	SPECIAL DETAIL	193,439	188,864	188,864	165,000
001-0521-521.21-00	FICA TAXES	262,641	257,967	258,542	260,306
001-0521-521.22-00	RETIREMENT CONTRIBUTIONS	863,856	419,576	453,239	476,609
001-0521-521.23-00	LIFE AND HEALTH INSURANCE	532,679	547,394	548,787	550,644
001-0521-521.24-00	WORKERS' COMPENSATION	66,918	68,949	79,853	80,742
001-0521-521.25-00	UNEMPLOYMENT COMPENSATION	1,135	3,630	3,630	3,472
001-0521-521.26-00	OTHER POST EMPLOYMENT BENEFITS	50,852	50,030	50,030	48,038
	TOTAL PERSONAL SERVICES	5,459,594	4,943,814	5,101,453	5,265,810
001-0521-521.31-01	MISC PROFESSIONAL SERVICES	2,344	14,375	14,375	600
001-0521-521.31-02	LEGAL SERVICES	7,126	4,500	4,500	7,000
001-0521-521.31-06	MEDICAL SERVICES	9,716	3,525	3,525	3,380
001-0521-521.34-01	MISC OTHER CONTRACTUAL SERVICES	42,885	42,263	42,263	46,805
001-0521-521.40-00	TRAVEL AND PER DIEM	1,660	1,776	1,776	3,192
001-0521-521.41-01	CABLE SERVICES	513	600	600	612
001-0521-521.41-02	TELEPHONE SERVICES	23,334	25,524	25,524	20,484
001-0521-521.41-03	RADIO SERVICES	3,294	5,184	5,184	5,184
001-0521-521.41-04	INTERNET SERVICES	41,476	42,000	42,000	37,320
001-0521-521.41-05	POSTAGE	1,188	1,008	1,008	1,512
001-0521-521.43-00	UTILITY SERVICES	64,071	60,000	60,000	57,288
001-0521-521.44-00	RENTALS AND LEASES	29,772	36,824	36,824	36,776
001-0521-521.45-00	INSURANCE	47,065	44,159	44,159	41,750
001-0521-521.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	29,670	23,747	23,747	23,368
001-0521-521.46-03	REPAIR AND MAINT SVCS-VEHICLES	106,626	96,672	96,672	109,872
001-0521-521.46-05	REPAIR AND MAINT SVCS-SOFTWARE	87,348	79,280	79,280	78,368
001-0521-521.46-06	REPAIR AND MAINT SVCS-HARDWARE	601	600	600	600
001-0521-521.46-10	REPAIR AND MAINT SVCS-BUILDING	7,946	6,300	6,300	4,584
001-0521-521.47-01	MISC PRINTING AND BINDING	3,327	3,408	3,408	4,008
001-0521-521.49-01	MISC OTHR CUR CHGS & OBLIGATIONS	333	-	-	-
001-0521-521.49-05	LICENSES, TAXES, AND CERTIFICATIONS	468	610	610	1,100
001-0521-521.51-00	OFFICE SUPPLIES	8,820	12,700	12,700	12,418
001-0521-521.52-01	MISCELLANEOUS OPERATING SUPPLIES	102,686	108,639	129,537	141,849
001-0521-521.52-03	GASOLINE AND OIL	249,694	239,448	239,448	240,240
001-0521-521.52-04	UNIFORMS AND ACCESSORIES	19,465	29,120	48,803	35,305
001-0521-521.54-01	DUES AND SUBSCRIPTIONS	4,873	5,265	5,265	6,460
001-0521-521.54-02	SEMINARS AND COURSES	5,439	7,475	7,475	6,475
001-0521-521.54-03	EDUCATIONAL ASSISTANCE PROGRAM	52,169	40,000	57,880	40,000
001-0521-521.54-04	EDUCATION-SECOND DOLLAR FUNDING	15,575	20,724	20,724	18,500
	TOTAL OPERATING EXPENDITURES	969,484	955,726	1,014,187	985,050

001-0521-521.64-00	MACHINERY AND EQUIPMENT	<u>86,865</u>	<u>216,670</u>	<u>238,670</u>	<u>264,820</u>
	TOTAL CAPITAL OUTLAY	86,865	216,670	238,670	264,820
001-0521-581.91-02	GRANTS-CITY MATCH	<u>4,065</u>	<u>3,695</u>	<u>3,695</u>	<u>7,530</u>
	TOTAL OTHER USES	4,065	3,695	3,695	7,530
	TOTAL SWORN DIVISION	<u>6,520,008</u>	<u>6,119,905</u>	<u>6,358,005</u>	<u>6,523,210</u>

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
POLICE DEPARTMENT
NONSWORN-COMMUNICATIONS DIVISION**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>	
001-0530-521.12-00	REGULAR SALARIES AND WAGES	353,696	370,573	370,573	393,822
001-0530-521.14-00	OVERTIME	25,478	25,000	25,000	25,000
001-0530-521.21-00	FICA TAXES	27,552	28,400	28,400	28,374
001-0530-521.22-00	RETIREMENT CONTRIBUTIONS	85,488	38,910	38,910	50,800
001-0530-521.23-00	LIFE AND HEALTH INSURANCE	63,432	69,022	76,891	73,719
001-0530-521.24-00	WORKERS' COMPENSATION	587	594	594	573
001-0530-521.25-00	UNEMPLOYMENT COMPENSATION	-	394	394	355
001-0530-521.26-00	OTHER POSTEMPLOYMENT BENEFITS	-	-	-	3,000
	TOTAL PERSONAL SERVICES	556,233	532,893	540,762	575,643
001-0530-521.31-01	MISC PROFESSIONAL SERVICES	75	150	150	225
001-0530-521.31-06	MEDICAL SERVICES	282	400	400	300
001-0530-521.34-01	MISC CONTRACTUAL SERVICES	1,586	-	-	-
001-0530-521.40-00	TRAVEL AND PER DIEM	308	735	735	515
001-0530-521.41-02	TELEPHONE SERVICES	1,099	1,212	1,212	792
001-0530-521.43-00	UTILITY SERVICES	2,441	2,508	2,508	2,472
001-0530-521.44-00	RENTALS AND LEASES	748	3,060	3,060	3,000
001-0530-521.45-00	INSURANCE	11	11	11	10
001-0530-521.46-02	REPAIR AND MAINT SVCS-EQUIPMNT	12,793	12,804	12,804	12,804
001-0530-521.46-05	REPAIR AND MAINT SVCS-SOFTWARE	10,000	12,176	12,176	12,176
001-0530-521.46-10	REPAIR AND MAINT SVCS-BUILDING	1,399	1,140	3,555	2,316
001-0530-521.47-01	MISC PRINTING AND BINDING	-	-	-	100
001-0530-521.49-05	LICNSES/TAXES/CERTIFICTNS	-	400	400	400
001-0530-521.51-00	OFFICE SUPPLIES	820	1,290	1,290	2,293
001-0530-521.52-01	MISCELLANEOUS OPERATING SUPPLIES	1,426	656	656	656
001-0530-521.52-04	UNIFORMS AND ACCESSORIES	307	1,750	1,750	1,750
001-0530-521.54-01	DUES AND SUBSCRIPTIONS	230	230	230	230
001-0530-521.54-02	SEMINARS AND COURSES	-	550	550	450
001-0530-521.54-03	EDUC ASSIST PROG REIMBURS	6,450	7,000	7,000	5,000
	TOTAL OPERATING EXPENDITURES	39,975	46,072	48,487	45,489
001-0530-521.64-00	MACHINERY AND EQUIPMENT	-	100,000	300,000	100,000
	TOTAL CAPITAL OUTLAY	-	100,000	300,000	100,000
	TOTAL NONSWORN-COMMUNICATIONS DIVISION	596,208	678,965	889,249	721,132
	TOTAL POLICE DEPARTMENT	7,592,170	7,278,062	7,711,548	7,733,138



WINTER GARDEN

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**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
FIRE DEPARTMENT**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
001-062X-522.12-00	2,289,941	2,179,185	2,179,185	2,250,396
001-062X-522.14-00	317,866	187,300	187,300	187,300
001-062X-522.15-00	131,377	144,059	144,059	150,800
001-062X-522.21-00	199,202	176,391	176,391	173,107
001-062X-522.22-00	679,595	275,141	275,141	314,250
001-062X-522.23-00	348,953	353,223	353,223	343,915
001-062X-522.24-00	44,673	46,435	46,435	60,027
001-062X-522.25-00	-	2,434	2,434	2,190
001-062X-522.26-00	16,750	15,250	15,250	15,000
TOTAL PERSONAL SERVICES	4,028,357	3,379,418	3,379,418	3,496,985
001-062X-522.31-01	1,400	1,225	1,225	-
001-062X-522.31-02	2,780	1,000	1,000	1,000
001-062X-522.31-06	16,444	11,880	11,880	14,880
001-062X-522.34-01	165,921	163,942	163,942	181,901
001-062X-522.40-00	1,445	1,400	1,400	1,400
001-062X-522.41-01	1,063	1,050	1,050	1,380
001-062X-522.41-02	14,328	14,650	14,650	14,000
001-062X-522.41-03	672	220	220	750
001-062X-522.41-04	23,379	26,921	26,921	22,000
001-062X-522.41-05	712	750	750	1,000
001-062X-522.43-00	59,621	53,800	53,800	50,550
001-062X-522.44-00	6,469	7,350	7,350	7,500
001-062X-522.45-00	48,071	45,773	45,773	44,087
001-062X-522.46-01	27	450	450	450
001-062X-522.46-02	14,182	38,478	38,478	29,693
001-062X-522.46-03	62,114	23,800	23,800	23,800
001-062X-522.46-05	-	1,000	1,000	1,000
001-062X-522.46-06	-	1,500	1,500	1,500
001-062X-522.46-10	10,773	7,740	7,740	7,740
001-062X-522.47-01	825	1,000	1,000	1,875
001-062X-522.48-01	350	200	200	200
001-062X-522.48-02	3,457	4,000	4,000	4,500
001-062X-522.49-05	2,205	6,050	6,050	3,205
001-062X-522.51-00	4,065	5,125	5,125	6,095
001-062X-522.52-01	100,049	108,191	108,191	145,167
001-062X-522.52-03	53,310	49,400	49,400	49,400
001-062X-522.52-04	34,890	33,025	33,025	45,960
001-062X-522.54-01	8,749	8,560	8,560	8,860
001-062X-522.54-02	874	4,925	4,925	4,925
001-062X-522.54-03	22,773	28,245	28,245	32,245
TOTAL OPERATING EXPENDITURES	660,948	651,650	651,650	707,063
001-062X-522.62-00	10,615	16,000	16,000	38,500

001-062X-522.64-00 MACHINERY AND EQUIPMENT
TOTAL CAPITAL OUTLAY

8,390	10,451	10,451	525,463
19,005	26,451	26,451	563,963
4,708,310	4,057,519	4,057,519	4,768,011

TOTAL FIRE DEPARTMENT

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
PUBLIC SERVICES DEPARTMENT
ADMINISTRATION DIVISION**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
001-0701-539.12-00	REGULAR SALARIES AND WAGES	128,325	114,766	114,766	116,973
001-0701-539.14-00	OVERTIME	14	-	-	-
001-0701-539.21-00	FICA TAXES	9,992	8,817	8,817	8,616
001-0701-539.22-00	RETIREMENT CONTRIBUTIONS	23,594	11,598	11,598	14,361
001-0701-539.23-00	LIFE AND HEALTH INSURANCE	17,839	17,872	17,872	14,364
001-0701-539.24-00	WORKERS' COMPENSATION	221	184	184	170
001-0701-539.25-00	UNEMPLOYMENT COMPENSATION	6,050	148	148	163
001-0701-539.26-00	OTHER POSTEMPLOYMENT BENEFITS	-	-	-	3,000
	TOTAL PERSONAL SERVICES	186,035	153,385	153,385	157,647
001-0701-539.31-01	MISC PROFESSIONAL SERVICES	1,150	300	300	500
001-0701-539.31-02	LEGAL	150	200	200	-
001-0701-539.31-04	ENGINEERING	-	1,000	1,000	-
001-0701-539.31-06	MEDICAL SERVICES	97	200	200	-
001-0701-539.34-01	MISC OTHER CONTRACTUAL SERVICES	5,015	6,000	6,000	1,450
001-0701-539.40-00	TRAVEL AND PER DIEM	-	500	500	500
001-0701-539.41-02	TELEPHONE SERVICES	2,815	4,592	4,592	2,350
001-0701-539.41-03	RADIO SERVICES	16	-	-	-
001-0701-539.41-05	POSTAGE	462	250	250	500
001-0701-539.43-00	UTILITY SERVICES	31,224	29,108	29,108	25,500
001-0701-539.44-00	RENTALS AND LEASES	3,020	1,194	4,132	1,194
001-0701-539.45-00	INSURANCE	8,974	8,484	8,484	8,203
001-0701-539.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	99	100	100	100
001-0701-539.46-03	REPAIR AND MAINT SVCS-VEHICLES	-	500	500	200
001-0701-539.46-10	REPAIR AND MAINT SVCS-BUILDING	1,657	1,000	1,000	500
001-0701-539.48-01	PROMOTIONAL-ADVERTISEMENTS	148	-	-	-
001-0701-539.51-00	OFFICE SUPPLIES	1,143	600	600	400
001-0701-539.52-01	MISCELLANEOUS OPERATING SUPPLIES	1,119	1,000	1,000	750
001-0701-539.52-03	GASOLINE AND OIL	(247)	1,000	1,000	1,300
001-0701-539.52-04	UNIFORMS AND ACCESSORIES	303	100	100	375
001-0701-539.54-01	DUES AND SUBSCRIPTIONS	637	900	900	900
001-0701-539.54-02	SEMINARS AND COURSES	275	500	500	500
001-0701-539.54-03	EDUCATIONAL ASSISTANCE PROGRAM	1,302	-	-	-
	TOTAL OPERATING EXPENDITURES	59,359	57,528	60,466	45,222
	TOTAL ADMINISTRATION DIVISION	245,394	210,913	213,851	202,869

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
PUBLIC SERVICES DEPARTMENT
CEMETERY DIVISION**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
001-0739-539.12-00	REGULAR SALARIES AND WAGES	36,074	35,714	35,714	36,394
001-0739-539.14-00	OVERTIME	1,474	1,500	1,500	1,500
001-0739-539.16-00	SPECIAL DETAIL	3,176	2,000	2,000	2,000
001-0739-539.21-00	FICA TAXES	1,770	2,732	2,732	2,273
001-0739-539.22-00	RETIREMENT CONTRIBUTIONS	9,240	3,750	3,750	4,731
001-0739-539.23-00	LIFE AND HEALTH INSURANCE	11,385	11,394	11,394	10,159
001-0739-539.24-00	WORKERS' COMPENSATION	1,148	1,207	1,207	1,422
001-0739-539.25-00	UNEMPLOYMENT COMPENSATION	-	37	37	33
	TOTAL PERSONAL SERVICES	<u>64,267</u>	<u>58,334</u>	<u>58,334</u>	<u>58,512</u>
001-0739-539.31-06	MEDICAL SERVICES	24	100	100	100
001-0739-539.41-02	TELEPHONE SERVICES	1,189	1,450	1,450	1,144
001-0739-539.41-04	INTERNET	419	-	-	300
001-0739-539.43-00	UTILITY SERVICES	7,157	6,625	6,625	4,518
001-0739-539.44-00	RENTALS AND LEASES	300	300	300	300
001-0739-539.45-00	INSURANCE	1,340	1,266	1,266	1,103
001-0739-539.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	642	500	500	500
001-0739-539.46-03	REPAIR AND MAINT SVCS-VEHICLES	548	200	200	10,000
001-0739-539.46-10	REPAIR AND MAINT SVCS-BUILDING	106	65,000	39,500	-
001-0739-539.47-01	PRINTING AND BINDING	280	-	-	750
001-0739-539.49-05	LICENSES, TAXES, AND CERTIFICATIONS	794	1,300	1,300	1,300
001-0739-539.49-07	VAULT OPENINGS	57,160	52,500	52,500	42,266
001-0739-539.51-00	OFFICE SUPPLIES	81	100	100	100
001-0739-539.52-01	MISCELLANEOUS OPERATING SUPPLIES	3,402	3,300	3,300	2,560
001-0739-539.52-02	CHEMICALS	9	50	50	50
001-0739-539.52-03	GASOLINE AND OIL	1,396	1,000	1,000	1,220
001-0739-539.52-04	UNIFORMS AND ACCESSORIES	654	740	740	350
001-0739-539.54-01	DUES AND SUBSCRIPTIONS	-	300	300	300
001-0739-539.54-02	SEMINARS AND COURSES	-	200	200	350
	TOTAL OPERATING EXPENDITURES	<u>75,501</u>	<u>134,931</u>	<u>109,431</u>	<u>67,211</u>
001-0213-512.62-00	BUILDINGS	<u>2,599</u>	-	-	-
	TOTAL CAPITAL OUTLAY	<u>2,599</u>	-	-	-
	TOTAL CEMETERY DIVISION	<u>142,367</u>	<u>193,265</u>	<u>167,765</u>	<u>125,723</u>

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
PUBLIC SERVICES DEPARTMENT
STREETS DIVISION**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>	
001-0741-541.12-00	REGULAR SALARIES AND WAGES	93,398	107,802	107,802	106,791
001-0741-541.14-00	OVERTIME	5,291	6,200	1,200	6,200
001-0741-541.21-00	FICA TAXES	7,366	8,261	8,261	8,091
001-0741-541.22-00	RETIREMENT CONTRIBUTIONS	21,754	11,319	11,319	13,873
001-0741-541.23-00	LIFE AND HEALTH INSURANCE	16,993	18,152	18,152	29,802
001-0741-541.24-00	WORKERS' COMPENSATION	5,022	4,941	4,941	5,189
001-0741-541.25-00	UNEMPLOYMENT COMPENSATION	-	237	237	3,713
001-0741-541.26-00	OTHER POST EMPLOYMENT BENEFITS	3,000	3,000	3,000	3,000
	TOTAL PERSONAL SERVICES	152,824	159,912	154,912	176,659
001-0741-541.31-01	MISC PROFESSIONAL SERVICES	-	500	500	500
001-0741-541.31-06	MEDICAL SERVICES	276	500	500	500
001-0741-541.34-01	MISC OTHER CONTRACTUAL SERVICES	15,330	11,500	11,500	73,475
001-0741-541.34-08	PERSONNEL SERVICES	7,193	-	10,000	-
001-0741-541.40-00	TRAVEL AND PER DIEM	957	-	-	-
001-0741-541.41-02	TELEPHONE SERVICES	1,609	1,800	1,800	1,260
001-0741-541.41-03	RADIO SERVICES	219	350	350	350
001-0741-541.43-00	UTILITY SERVICES	6,039	5,449	5,449	6,051
001-0741-541.44-00	RENTALS AND LEASES	20,896	15,700	15,700	14,820
001-0741-541.45-00	INSURANCE	14,639	13,886	13,886	20,404
001-0741-541.46-01	REPAIR AND MAINT SVCS-MISC	20	300	300	886
001-0741-541.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	16,921	16,921	18,921	26,008
001-0741-541.46-03	REPAIR AND MAINT SVCS-VEHICLES	17,614	17,500	17,500	23,548
001-0741-541.46-05	REPAIR AND MAINT SVCS-SOFTWARE	-	1,710	1,710	1,710
001-0741-541.46-09	REPAIR AND MAINT SVCS-SIDEWALKS	9,429	6,142	31,642	8,520
001-0741-541.48-01	ADVERTISEMENT-LEGAL, OTHER	220	-	-	-
001-0741-541.49-04	TRAFFIC SIGNALS AND SIGNS	-	15,500	15,500	28,465
001-0741-541.49-05	LICENSES, TAXES, AND CERTIFICATIONS	2,324	2,800	2,800	2,800
001-0741-541.49-08	STREET LIGHTS	-	-	-	200,000
001-0741-541.49-09	MEDIANS	18,000	18,000	18,000	18,000
001-0741-541.52-01	MISCELLANEOUS OPERATING SUPPLIES	14,363	7,676	17,676	9,953
001-0741-541.52-02	CHEMICALS	895	500	500	500
001-0741-541.52-03	GASOLINE AND OIL	28,000	36,500	36,500	56,054
001-0741-541.52-04	UNIFORMS AND ACCESSORIES	4,087	1,388	3,288	2,113
001-0741-541.53-00	ROAD MATERIALS AND SUPPLIES	-	25,500	25,500	25,500
001-0741-541.54-01	DUES AND SUBSCRIPTIONS	170	100	100	186
	TOTAL OPERATING EXPENDITURES	179,201	200,222	249,622	521,603
001-0741-541.63-00	IMPROVEMENT OTHER THAN BUILDINGS	11,232	165,000	169,860	250,000
001-0741-541.64-00	MACHINERY AND EQUIPMENT	7,065	-	-	25,842
	TOTAL CAPITAL OUTLAY	18,297	165,000	169,860	275,842
	TOTAL STREETS DIVISION	350,322	525,134	574,394	974,104

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
PUBLIC SERVICES DEPARTMENT
PARKS DIVISION**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>	
001-0775-572.12-00	REGULAR SALARIES AND WAGES	275,516	324,438	262,438	301,460
001-0775-572.14-00	OVERTIME	26,720	26,500	26,500	27,500
001-0775-572.21-00	FICA TAXES	22,129	24,854	24,854	22,255
001-0775-572.22-00	RETIREMENT CONTRIBUTIONS	68,323	34,066	34,066	38,915
001-0775-572.23-00	LIFE AND HEALTH INSURANCE	59,665	71,231	71,231	67,247
001-0775-572.24-00	WORKERS' COMPENSATION	6,952	7,939	7,939	6,209
001-0775-572.25-00	UNEMPLOYMENT COMPENSATION	-	332	332	299
	TOTAL PERSONAL SERVICES	459,305	489,360	427,360	463,885
001-0775-572.31-01	PROFESSIONAL SERVICES	-	3,000	3,000	-
001-0775-572.31-06	MEDICAL SERVICES	278	-	-	-
001-0775-572.34-01	MISC OTHER CONTRACTUAL SERVICES	43,537	42,910	42,910	80,030
001-0775-572.34-02	LAWN MAINTENANCE	145,910	149,800	149,800	149,800
001-0775-572.34-08	PERSONNEL SERVICES	46,982	-	58,000	32,000
001-0775-572.40-00	TRAVEL AND PER DIEM	-	240	240	240
001-0775-572.41-02	TELEPHONE SERVICES	5,093	4,700	4,700	4,700
001-0775-572.41-03	RADIO SERVICES	172	200	200	200
001-0775-572.41-04	INTERNET SERVICES	60	100	100	-
001-0775-572.41-05	COMMUNICATIONS/FREIGHT-POSTAGE	9	25	25	-
001-0775-572.43-00	UTILITY SERVICES	131,093	130,000	148,000	140,000
001-0775-572.44-00	RENTALS AND LEASES	905	2,200	5,200	3,550
001-0775-572.45-00	INSURANCE	21,349	31,855	31,855	30,530
001-0775-572.46-01	REPAIR AND MAINT SVCS-MISC	17,725	12,000	9,300	16,250
001-0775-572.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	14,801	15,600	15,600	15,500
001-0775-572.46-03	REPAIR AND MAINT SVCS-VEHICLES	6,998	6,500	9,200	6,500
001-0775-572.46-05	REPAIR AND MAINT SVCS-SOFTWARE	-	1,710	1,710	1,710
001-0775-572.46-06	REPAIR AND MAINT SVCS-HARDWARE	100	250	250	100
001-0775-572.46-10	REPAIR AND MAINT SVCS-BUILDING	12,148	7,850	7,850	33,200
001-0775-572.48-01	ADVERTISEMENT-LEGAL,OTHER	-	200	200	200
001-0775-572.49-05	LICENSES/TAXES/CERTIFICATIONS	183	500	500	500
001-0775-572.51-00	OFFICE SUPPLIES	152	500	500	1,500
001-0775-572.52-01	MISCELLANEOUS OPERATING SUPPLIES	103,313	129,100	136,100	129,000
001-0775-572.52-02	CHEMICALS	29,592	22,500	29,500	27,000
001-0775-572.52-03	GASOLINE AND OIL	17,446	14,500	14,500	14,500
001-0775-572.52-04	UNIFORMS AND ACCESSORIES	7,269	7,650	7,650	7,650
001-0775-572.54-01	DUES AND SUBSCRIPTIONS	-	100	100	100
001-0775-572.54-02	SEMINARS AND COURSES	-	1,050	1,050	1,050
	TOTAL OPERATING EXPENDITURES	605,115	585,040	678,040	695,810
001-0775-572.63-00	IMPROVEMENT OTHER THAN BUILDINGS	1,433,711	424,800	501,886	131,000
001-0775-572.64-00	MACHINERY AND EQUIPMENT	5,874	49,450	49,450	10,400
	TOTAL CAPITAL OUTLAY	1,439,585	474,250	551,336	141,400
001-0775-581.91-00	INTERFUND TRANSFER	-	400,000	400,000	400,000
	TOTAL OTHER USES	-	400,000	400,000	400,000
	TOTAL PARKS DIVISION	2,504,005	1,948,650	2,056,736	1,701,095

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
PUBLIC SERVICES DEPARTMENT
RECREATION DIVISION**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>	
001-0872-572.12-00	REGULAR SALARIES AND WAGES	306,489	320,739	291,539	318,998
001-0872-572.13-00	OTHER SALARIES AND WAGES	128,013	122,990	122,990	139,610
001-0872-572.14-00	OVERTIME	9,048	7,500	7,500	6,000
001-0872-572.21-00	FICA TAXES	33,247	24,575	24,575	23,494
001-0872-572.22-00	RETIREMENT CONTRIBUTIONS	71,836	34,412	34,412	41,187
001-0872-572.23-00	LIFE AND HEALTH INSURANCE	48,252	52,703	52,703	60,991
001-0872-572.24-00	WORKERS' COMPENSATION	6,946	6,764	6,764	5,923
001-0872-572.25-00	UNEMPLOYMENT COMPENSATION	286	432	432	6,007
001-0872-572.26-00	OTHER POSTEMPLOYMENT BENEFITS	-	-	-	3,000
	TOTAL PERSONAL SERVICES	604,117	570,115	540,915	605,210
001-0872-572.31-01	MISC PROFESSIONAL SERVICES	5,691	-	-	-
001-0872-572.31-06	MEDICAL SERVICES	865	1,320	1,320	-
001-0872-572.34-01	MISC OTHER CONTRACTUAL SERVICES	49,229	44,400	44,400	51,150
001-0872-572.34-04	BANKING FEES	5,097	4,000	4,000	4,000
001-0872-572.34-06	JANITORIAL SERVICES	17,348	15,000	15,000	13,000
001-0872-572.34-08	PERSONNEL SERVICES	52,291	45,240	70,240	59,540
001-0872-572.40-00	TRAVEL AND PER DIEM	726	2,232	2,232	2,502
001-0872-572.41-01	CABLE TELEVISION SERVICE	-	-	-	-
001-0872-572.41-02	TELEPHONE SERVICES	8,757	9,000	9,000	9,000
001-0872-572.41-04	INTERNET SERVICES	8,938	8,500	8,500	8,700
001-0872-572.41-05	POSTAGE	664	750	750	750
001-0872-572.43-00	UTILITY SERVICES	43,489	36,000	36,000	38,000
001-0872-572.44-00	RENTALS AND LEASES	10,078	12,600	12,600	8,600
001-0872-572.45-00	INSURANCE	33,635	42,427	42,427	36,217
001-0872-572.46-02	REPAIR AND MAINT SVCS-EQUIPMENT	12,853	10,000	10,000	9,000
001-0872-572.46-03	REPAIR AND MAINT SVCS-VEHICLES	477	2,000	2,000	2,000
001-0872-572.46-05	REPAIR AND MAINT SVCS-SOFTWARE	5,047	5,400	5,400	5,400
001-0872-572.46-06	REPAIR AND MAINT SVCS-HARDWARE	618	500	500	500
001-0872-572.46-10	REPAIR AND MAINT SVCS-BUILDING	15,449	5,000	8,000	8,000
001-0872-572.47-01	MISC PRINTING AND BINDING	1,654	2,900	2,900	1,900
001-0872-572.48-01	PROMOTIONAL-ADVERTISEMENTS	398	500	1,700	500
001-0872-572.48-02	PROMOTIONAL-PROMOTIONAL ITEMS	1,336	1,000	1,000	500
001-0872-572.49-01	MISC OTHR CUR CHGS & OBLIGATIONS	14,786	12,370	12,370	12,370
001-0872-572.49-05	LICENSES, TAXES, AND CERTIFICATIONS	6,021	5,845	5,845	6,195
001-0872-572.49-11	EMPLOYEE SOCIAL EVENTS	524	500	500	500
001-0872-572.51-00	OFFICE SUPPLIES	2,154	3,000	3,000	3,000
001-0872-572.52-01	MISCELLANEOUS OPERATING SUPPLIES	48,828	49,100	49,100	50,450
001-0872-572.52-02	CHEMICALS	14,253	22,000	22,000	16,500
001-0872-572.52-03	GASOLINE AND OIL	2,433	3,000	3,000	2,500
001-0872-572.52-04	UNIFORMS AND ACCESSORIES	3,927	4,650	4,650	4,650
001-0872-572.54-01	DUES AND SUBSCRIPTIONS	2,441	3,655	3,655	3,655
001-0872-572.54-02	SEMINARS AND COURSES	885	3,410	3,410	3,480
001-0872-572.54-03	EDUC ASSIST PROG REIMBURS	3,058	-	-	3,800
	TOTAL OPERATING EXPENDITURES	373,950	356,299	385,499	366,359
001-0872-572.62-00	BUILDINGS	1,452,791	-	-	-
001-0872-572.63-00	IMPROVEMENTS OTHER THAN BUILDING	19,541	-	459	13,400
001-0872-572.64-00	MACHINERY AND EQUIPMENT	-	4,100	7,100	5,400
	TOTAL CAPITAL OUTLAY	1,472,332	4,100	7,559	18,800
TOTAL RECREATION DIVISION		2,450,399	930,514	933,973	990,369

CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
PUBLIC SERVICES DEPARTMENT
HERITAGE DEPOT MUSEUM DIVISION

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0873-573.45-00 INSURANCE	3,005	2,841	2,841	2,747
001-0873-573.46-10 REPAIRS & MAINT. - BUILDING	1,922	2,500	2,500	2,500
TOTAL OPERATING EXPENDITURES	4,927	5,341	5,341	5,247
001-0873-573.62-00 BUILDINGS	-	5,700	5,700	-
TOTAL CAPITAL OUTLAY	-	5,700	5,700	-
TOTAL HERITAGE DEPOT MUSEUM DIVISION	4,927	11,041	11,041	5,247

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 GENERAL FUND EXPENDITURES
 PUBLIC SERVICES DEPARTMENT
 SPECIAL EVENTS DIVISION**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0874-574.34-01 MISC OTHER CONTRACTUAL SERVICES	43,535	65,650	65,650	76,850
001-0874-574.34-08 PERSONNEL SERVICES	-	300	300	300
001-0874-574.44-00 RENTALS AND LEASES	4,029	6,100	6,100	5,400
001-0874-574.47-01 MISC PRINTING AND BINDING	2,233	2,000	2,000	750
001-0874-574.48-01 PROMOTIONAL-ADVERTISEMENTS	7,792	8,600	8,600	7,400
001-0874-574.49-01 MISC OTHER CUR CHGS & OBLIGATIONS	775	950	950	500
001-0874-574.52-01 MISCELLANEOUS OPERATING SUPPLIES	6,228	8,500	8,500	9,000
TOTAL OPERATING EXPENDITURES	64,592	92,100	92,100	100,200
TOTAL SPECIAL EVENTS DIVISION	64,592	92,100	92,100	100,200

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
PUBLIC SERVICES DEPARTMENT
NEWTON PARK FACILITIES DIVISION**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
001-3658-575.12-00	REGULAR SALARIES AND WAGES	48,444	49,587	48,837	50,543
001-3658-575.13-00	OTHER SALARIES	12,075	30,726	30,726	14,000
001-3658-575.14-00	OVERTIME	5,824	1,500	2,250	2,250
001-3658-575.21-00	FICA TAXES	4,763	5,419	5,419	3,552
001-3658-575.22-00	RETIREMENT CONTRIBUTIONS	12,313	5,207	5,207	6,464
001-3658-575.23-00	LIFE AND HEALTH INSURANCE	10,503	12,409	12,409	11,616
001-3658-575.24-00	WORKERS' COMPENSATION	450	985	985	481
001-3658-575.25-00	UNEMPLOYMENT COMPENSATION	-	81	81	1,182
	TOTAL PERSONAL SERVICES	<u>94,372</u>	<u>105,914</u>	<u>105,914</u>	<u>90,088</u>
001-3658-575.31-06	MEDICAL	-	160	160	160
001-3658-575.34-06	JANITORIAL SERVICES	389	1,800	1,800	1,000
001-3658-575.40-00	TRAVEL AND PER DIEM	-	100	100	100
001-3658-575.41-02	TELEPHONE SERVICES	1,267	1,300	1,300	1,300
001-3658-575.41-04	INTERNET SERVICES	604	720	720	720
001-3658-575.41-05	POSTAGE	22	50	50	50
001-3658-575.43-00	UTILITY SERVICES	8,994	9,000	9,000	9,500
001-3658-575.45-00	INSURANCE	12,315	12,333	12,333	12,341
001-3658-575.46-10	REPAIR AND MAINT SVCS-BUILDING	7,673	8,240	8,240	8,140
001-3658-575.47-01	MISC PRINTING AND BINDING	30	300	300	300
001-3658-575.51-00	OFFICE SUPPLIES	69	100	100	1,200
001-3658-575.52-01	MISCELLANEOUS OPERATING SUPPLIES	17,569	13,050	13,050	13,050
001-3658-575.52-04	UNIFORMS AND ACCESSORIES	200	350	350	350
	TOTAL OPERATING EXPENDITURES	<u>49,132</u>	<u>47,503</u>	<u>47,503</u>	<u>48,211</u>
	TOTAL NEWTON PARK FACILITIES DIVISION	<u>143,504</u>	<u>153,417</u>	<u>153,417</u>	<u>138,299</u>

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL FUND EXPENDITURES
PUBLIC SERVICES DEPARTMENT
ENGINEERING DIVISION**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>	
001-1016-541.12-00	REGULAR SALARIES AND WAGES	85,777	149,690	149,690	147,660
001-1016-541.14-00	OVERTIME	(93)	2,000	2,000	2,000
001-1016-541.21-00	FICA TAXES	6,291	19,317	19,317	10,414
001-1016-541.22-00	RETIREMENT CONTRIBUTIONS	15,486	7,492	7,492	18,358
001-1016-541.23-00	LIFE AND HEALTH INSURANCE	12,005	28,332	28,332	22,599
001-1016-541.24-00	WORKERS' COMPENSATION	1,194	1,596	1,596	2,182
001-1016-541.25-00	UNEMPLOYMENT COMPENSATION	4,125	-	-	2,050
	TOTAL PERSONAL SERVICES	<u>124,785</u>	<u>208,427</u>	<u>208,427</u>	<u>205,263</u>
001-1016-541.31-04	ENGINEERING SERVICES	70,054	40,000	40,000	50,000
001-1016-541.31-06	MEDICAL SERVICES	157	-	-	-
001-1016-541.34-01	MISC CONTRACTUAL SERVICES	950	-	-	-
001-1016-541.40-00	TRAVEL AND PER DIEM	1,539	600	600	600
001-1016-541.41-02	TELEPHONE SERVICES	5,119	6,618	6,618	6,618
001-1016-541.41-04	INTERNET SERVICES	1,020	400	400	450
001-1016-541.41-05	POSTAGE	44	300	300	300
001-1016-541.43-00	UTILITY SERVICES	1,327	4,400	4,400	-
001-1016-541.45-00	INSURANCE	5,985	5,658	5,658	5,470
001-1016-541.46-03	REPAIR AND MAINT SVCS-VEHICLES	2,281	2,713	2,713	3,100
001-1016-541.46-10	REPAIR AND MAINT SVCS-BUILDING	48	495	495	-
001-1016-541.47-01	MISC PRINTING AND BINDING	-	200	200	200
001-1016-541.48-01	ADVERTISEMENT-LEGAL, OTHER	22	-	-	-
001-1016-541.49-05	LICENSES, TAXES, AND CERTIFICATIONS	316	350	350	350
001-1016-541.51-00	OFFICE SUPPLIES	807	600	600	600
001-1016-541.52-01	MISCELLANEOUS OPERATING SUPPLIES	565	1,000	1,000	1,000
001-1016-541.52-03	GASOLINE AND OIL	12,146	9,200	9,200	10,100
001-1016-541.52-04	UNIFORMS AND ACCESSORIES	3,938	2,044	2,044	2,044
001-1016-541.54-01	DUES AND SUBSCRIPTIONS	1,288	200	200	200
001-1016-541.54-02	SEMINARS AND COURSES	682	2,550	2,550	2,550
	TOTAL OPERATING EXPENDITURES	<u>108,288</u>	<u>77,328</u>	<u>77,328</u>	<u>83,582</u>
	TOTAL ENGINEERING DIVISION	<u>233,073</u>	<u>285,755</u>	<u>285,755</u>	<u>288,845</u>
	TOTAL PUBLIC SERVICES DEPARTMENT	<u>6,138,583</u>	<u>4,350,789</u>	<u>4,489,032</u>	<u>4,526,751</u>

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 GENERAL FUND EXPENDITURES
 LEGAL DEPARTMENT**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
001-0914-514.31-00 LEGAL SERVICES REIMBURSEMENT	(11,452)	(44,774)	(44,774)	(40,297)
001-0914-514.31-02 LEGAL SERVICES	235,014	275,000	275,000	275,000
001-0914-514.41-02 TELEPHONE SERVICES	87	-	-	-
001-0914-514.43-00 UTILITY SERVICES	33	950	950	-
TOTAL LEGAL DEPARTMENT	<u>223,682</u>	<u>231,176</u>	<u>231,176</u>	<u>234,703</u>
TOTAL GENERAL FUND	<u>26,093,045</u>	<u>23,946,041</u>	<u>24,213,361</u>	<u>24,653,959</u>



WINTER GARDEN

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PERMANENT FUNDS

PERMANENT FUNDS

Permanent Funds are funds that are used to report resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs (i.e., for the benefit of the government or its citizenry). Following is a list of the City of Winter Garden Permanent Funds:

Cemetery Perpetual Care Fund

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 CEMETERY PERPETUAL CARE FUND REVENUES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
050-0739-361.10-00 INTEREST	9	-	-	-
TOTAL MISCELLANEOUS REVENUES	9	-	-	-
TOTAL CEMETERY PERPETUAL CARE FUND	9	-	-	-

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 CEMETERY PERPETUAL CARE FUND EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
050-0739-581.90-00 INTRAGOVERNMENT TRANSFERS	30,123	-	-	-
TOTAL OTHER USES	30,123	-	-	-
TOTAL CEMETERY PERPETUAL CARE FUND	30,123	-	-	-



WINTER GARDEN

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SPECIAL REVENUE FUNDS

SPECIAL REVENUE FUNDS

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

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

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 DOWNTOWN PARKING DISTRICT FUND REVENUES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
110-0000-325.10-00 CAPITAL IMPROVEMENT	49,257	105,827	35,827	39,410
110-0000-361.10-00 INTEREST	5,274	182	182	-
TOTAL INTEREST AND OTHER EARNINGS	54,531	106,009	36,009	39,410
110-0741-399.99-99 USE OF FUND BALANCE	-	-	-	28,648
TOTAL DOWNTOWN PARKING DISTRICT FUND	54,531	106,009	36,009	68,058

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
DOWNTOWN PARKING DISTRICT FUND EXPENDITURES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
110-0741-545.43-00	2,733	72	72	72
UTILITY SERVICES				
TOTAL OPERATING EXPENDITURES	2,733	72	72	72
110-0741-541.63-00	87,339	-	10,198	-
IMPROV OTHER THAN BUILDING				
TOTAL CAPITAL OUTLAY	87,339	-	10,198	-
110-0741-581.91-00	-	-	-	67,986
INTRAGOVERNMENTAL TRANSFERS				
110-0741-599.99-99	-	105,937	25,739	-
CARRYFORWARD FUND BALANCE				
TOTAL OTHER USES	-	105,937	25,739	67,986
TOTAL DOWNTOWN PARKING DISTRICT FUND	<u>90,072</u>	<u>106,009</u>	<u>36,009</u>	<u>68,058</u>

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 COMMUNITY REDEVELOPMENT AGENCY FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
120-0213-338.00-00 SHARED REVENUES - OTHER LOCAL	372,321	336,921	336,921	319,855
120-0213-361.10-00 INTEREST	1,598	1,392	1,392	5
120-0213-381.00-00 INTER-FUND TRANSFER IN	365,596	322,287	322,287	305,342
120-0213-384.00-00 DEBT PROCEEDS	-	-	-	6,750,000
120-0213-399.99-99 USE OF FUND BALANCE	-	33,179	63,179	576,596
TOTAL COMMUNITY REDEVELOPMENT AGENCY FUND	<u>739,515</u>	<u>693,779</u>	<u>723,779</u>	<u>7,951,798</u>

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
COMMUNITY REDEVELOPMENT AGENCY FUND EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
120-0213-552.12-00	REGULAR SALARIES AND WAGES	4,444	-	-
120-0213-552.21-00	FICA TAXES	340	-	-
120-0213-552.22-00	RETIREMENT CONTRIBUTIONS	1,008	-	-
	TOTAL PERSONAL SERVICES	5,792	-	-
120-0213-552.31-02	LEGAL SERVICES	-	1,500	1,500
120-0213-552.34-01	MISC OTHER CONTRACTUAL SERVICES	-	100,000	-
120-0213-552.46-10	REPAIRS AND MAINTENANCE-BUILDINGS	-	-	10,000
120-0213-552.48-01	PROMOTIONAL-ADVERTISEMENTS	55	200	200
120-0213-552.49-02	INTERFUND MANAGEMENT FEES	23,024	21,213	17,564
120-0213-552.54-01	DUES AND SUBSCRIPTIONS	175	200	200
	TOTAL OPERATING EXPENDITURES	23,254	123,113	123,113
120-0213-552.61-00	LAND	-	-	750,000
120-0213-552.63-00	IMPROVEMENT OTHER THAN BUILDINGS	15,000	-	6,425,000
	TOTAL CAPITAL OUTLAY	15,000	-	30,000
120-0213-552.72-00	INTEREST	14,560	13,562	12,541
	TOTAL DEBT SERVICE	14,560	13,562	13,562
120-0213-552.82-00	AIDS TO PRIVATE ORGANIZATIONS	-	90,000	175,000
	TOTAL GRANTS AND AIDS	-	90,000	90,000
120-0213-581.91-00	INTERFUND TRANSFER	506,459	467,104	467,104
120-0213-599.99-99	TRANSFER TO FUND BALANCE	-	-	-
	TOTAL OTHER USES	506,459	467,104	467,104
	TOTAL COMMUNITY REDEVELOPMENT AGENCY FUND	565,065	693,779	723,779
			7,951,798	

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 LAW ENFORCEMENT TRUST FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
121-1121-359.00-00 FORFEITURES	5,179	8,061	8,061	8,867
121-1121-361.10-00 INTEREST	51	36	36	-
121-1121-399.99-99 USE OF FUND BALANCE-STATE	-	1,503	1,503	1,483
121-1321-399.99-99 USE OF FUND BALANCE-FEDERAL	-	4,869	4,869	-
TOTAL LAW ENFORCEMENT TRUST FUND	5,230	14,469	14,469	10,350

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 LAW ENFORCEMENT TRUST FUND EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
<u>STATE-DESIGNATED</u>				
121-1221-521.34-01 MISC CONTRACTUAL SERVICES	5,000	5,000	5,000	5,000
121-1221-521.52-01 MISC OPERATING SUPPLIES	-	1,600	1,600	1,500
121-1221-521.82-00 AIDS TO PRIVATE ORGANIZAT	2,500	3,000	3,000	2,500
TOTAL STATE-DESIGNATED	7,500	9,600	9,600	9,000
<u>FEDERAL-DESIGNATED</u>				
121-1421-521.52-01 MISCELLANEOUS OPERATING SUPPLIES	-	1,350	1,350	1,350
121-1421-521.64-00 MACHINERY AND EQUIPMENT	-	3,519	3,519	-
	-	4,869	4,869	1,350
TOTAL LAW ENFORCEMENT TRUST FUND	7,500	14,469	14,469	10,350

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 LAW ENFORCEMENT GRANTS FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
122-0521-331.21-00 LOCAL LAW ENFORCEMENT GRANT	273,686	225,185	225,185	28,081
TOTAL INTERGOVERNMENTAL	273,686	225,185	225,185	28,081
122-0521-361.10-00 INTEREST	130	56	56	-
TOTAL INTEREST AND OTHER EARNINGS	130	56	56	-
122-0521-381.00-00 INTER-FUND TRANSFER IN	4,065	3,695	3,695	7,530
TOTAL OTHER SOURCES	4,065	3,695	3,695	7,530
TOTAL LAW ENFORCEMENT GRANTS FUND	277,881	228,936	228,936	35,611

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
LAW ENFORCEMENT GRANTS FUND EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
122-0521-521.12-00	REGULAR SALARIES AND WAGES	140,692	131,851	131,851	-
122-0521-521.14-00	OVERTIME	2,549	13,398	13,398	-
122-0521-521.15-00	SPECIAL PAY	2,604	2,520	2,520	-
122-0521-521.21-00	FICA TAXES	12,737	10,287	10,287	-
122-0521-521.22-00	RETIREMENT CONTRIBUTIONS	36,244	16,742	16,742	-
122-0521-521.23-00	LIFE AND HEALTH INSURANCE	11,550	12,167	12,167	-
122-0521-521.24-00	WORKERS' COMPENSATION	2,844	2,849	2,849	-
122-0521-521.34-01	MISC CONTRACTUAL SERVICES	-	2,340	2,340	2,340
122-0521-521.46-05	MAINT/REPAIR - SOFTWARE	-	1,495	1,495	1,495
122-0521-521.52-01	MISC OPERATING SUPPLIES	-	9,754	9,754	15,043
122-0521-521.52-04	UNIFORMS AND ACCESSORIES	6,651	7,390	7,390	7,390
	TOTAL OPERATING EXPENDITURES	<u>215,871</u>	<u>210,793</u>	<u>210,793</u>	<u>26,268</u>
122-0521-521.64-00	MACHINERY AND EQUIPMENT	24,948	17,448	17,448	9,343
	TOTAL CAPITAL OUTLAY	<u>24,948</u>	<u>17,448</u>	<u>17,448</u>	<u>9,343</u>
122-0521-599.99-99	CARRYFORWARD FUND BALANCE	-	695	695	-
	TOTAL OTHER USES	<u>-</u>	<u>695</u>	<u>695</u>	<u>-</u>
	TOTAL LAW ENFORCEMENT GRANTS FUND	<u>240,819</u>	<u>228,936</u>	<u>228,936</u>	<u>35,611</u>

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
LOCAL OPTION GAS TAX FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
160-0741-312.41-00 LOCAL OPTION GAS TAX	1,015,123	1,037,109	1,015,351	980,452
TOTAL TAXES	1,015,123	1,037,109	1,015,351	980,452
160-0741-361.10-00 INTEREST	239	187	187	-
160-0741-366.00-00 CONTRIBUTIONS	-	-	-	-
TOTAL INTEREST AND OTHER EARNINGS	239	187	187	-
160-0741-381.91-00 INTRAFUND TRANSFER IN	-	-	-	18,089
160-0741-389.99-99 USE OF FUND BALANCE	-	897,382	1,719,859	-
TOTAL OTHER SOURCES	-	897,382	1,719,859	18,089
TOTAL LOCAL OPTION GAS TAX FUND	<u>1,015,362</u>	<u>1,934,678</u>	<u>2,735,397</u>	<u>998,541</u>

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
LOCAL OPTION GAS TAX FUND EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
160-0741-541.34-01 MISC CONTRACTUAL SERVICES	3,146	7,000	7,000	7,000
160-0741-541.46-02 REPAIR/MAINT SVC-EQUIPMENT	11,516	-	-	-
160-0741-541.49-04 TRAFFIC SIGNALS AND SIGNS	46,366	24,000	24,000	12,000
160-0741-541.49-08 STREET LIGHTS	351,350	297,500	297,500	97,500
160-0741-541.52-01 MISC OPERATING SUPPLIES	-	-	-	12,000
160-0741-541.52-03 GASOLINE AND OIL	8,712	-	-	-
160-0741-541.53-00 ROAD MATERIALS & SUPPLIES	24,354	-	-	-
TOTAL OPERATING EXPENDITURES	445,444	328,500	328,500	128,500
160-0741-541.61-00 LAND	12,874	-	-	-
160-0741-541.63-00 IMPROVEMENT OTHER THAN BUILDINGS	532,957	1,606,178	2,406,897	837,697
160-0741-541.64-00 MACHINERY AND EQUIPMENT	-	-	-	-
TOTAL CAPITAL OUTLAY	545,831	1,606,178	2,406,897	837,697
160-0741-599.99-99 CARRYFORWARD FUND BALANCE	-	-	-	32,344
TOTAL OTHER USES	-	-	-	32,344
TOTAL LOCAL OPTION GAS TAX FUND	991,275	1,934,678	2,735,397	998,541

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL IMPACT FEE FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
<u>ADMINISTRATION DIVISION</u>				
170-0213-361.10-00 INTEREST	21,966	13,816	13,816	10,803
170-0213-361.30-00 INCR (DECR) IN FV OF INVST	(16,600)	-	-	-
170-0213-361.40-00 GAIN ON SALE OF INVESTMENTS	11,036	-	-	-
TOTAL ADMINISTRATION DIVISION	16,402	13,816	13,816	10,803
<u>POLICE-SWORN DIVISION</u>				
170-0521-324.11-00 RESIDENTIAL-PUBLIC SAFETY	48,880	47,814	37,440	41,184
170-0521-324.12-00 COMMERCIAL-PUBLIC SAFETY	3,231	1,773	1,773	24,267
TOTAL POLICE-SWORN DIVISION	52,111	49,587	39,213	65,451
<u>FIRE DEPARTMENT</u>				
170-0622-324.11-00 RESIDENTIAL-PUBLIC SAFETY	63,920	62,526	48,960	53,856
170-0622-324.12-00 COMMERCIAL-PUBLIC SAFETY	4,588	3,586	3,586	24,223
170-0622-369.90-00 OTHER MISC REVENUES	26,529	-	-	-
TOTAL FIRE DEPARTMENT	95,037	66,112	52,546	78,079
<u>STREETS DIVISION</u>				
170-0741-399.99-99 USE OF FUND BALANCE	-	-	292,339	2,730,362
TOTAL STREETS DIVISION	-	-	292,339	2,730,362
<u>RECREATION DIVISION</u>				
170-0872-324.61-00 RECREATION IMPACT FEES	126,148	113,533	96,624	86,962
170-0872-331.70-00 CULTURE/RECREATION GRANTS-FED	-	200,000	200,000	-
170-0872-334.70-00 CULTURE/RECREATION GRANTS-STATE	-	840,252	840,252	-
170-0872-381.00-00 INTER-FUND TRANSFER IN	-	400,000	400,000	400,000
TOTAL RECREATION DIVISION	126,148	1,553,785	1,536,876	486,962
TOTAL GENERAL IMPACT FEES FUND	289,698	1,683,300	1,934,790	3,371,657

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL IMPACT FEES SPECIAL REVENUE FUND EXPENDITURES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
<u>POLICE-SWORN DIVISION</u>				
170-0521-521.64-00 MACHINERY AND EQUIPMENT	-	-	35,660	5,988
TOTAL CAPITAL OUTLAY	-	-	35,660	5,988
170-0521-599.99-99 TRANSFER TO FUND BALANCE	-	49,587	3,553	59,463
TOTAL OTHER USES	-	49,587	3,553	59,463
TOTAL POLICE-SWORN DIVISION	-	49,587	39,213	65,451
<u>FIRE DEPARTMENT</u>				
170-0622-522.62-00 BUILDINGS	17,319	-	-	-
TOTAL CAPITAL OUTLAY	17,319	-	-	-
170-0622-599.99-99 TRANSFER TO FUND BALANCE	-	66,112	52,546	78,079
TOTAL OTHER USES	-	66,112	52,546	78,079
TOTAL FIRE DEPARTMENT	17,319	66,112	52,546	78,079
<u>STREETS DIVISION</u>				
170-0741-541.61-00 LAND	1,557	-	-	-
170-0741-541.63-00 IMPROVEMENT OTHER THAN BUILDINGS	49,841	-	306,155	-
TOTAL CAPITAL OUTLAY	51,398	-	306,155	-
170-0741-581.91-00 INTRAGOVERNMENTAL TRANSFERS	-	-	-	2,741,165
170-0741-599.99-99 TRANSFER TO FUND BALANCE	-	13,816	-	-
TOTAL OTHER USES	-	13,816	-	2,741,165
TOTAL STREETS DIVISION	51,398	13,816	306,155	2,741,165
<u>RECREATION DIVISION</u>				
170-0872-572.61-00 LAND	2,117,724	-	-	-
170-0872-572.63-00 IMPROVEMENT OTHER THAN BUILDINGS	275,000	-	-	-
TOTAL CAPITAL OUTLAY	2,392,724	-	-	-
170-0872-599.99-99 CARRYFORWARD FUND BALANCE	-	1,553,785	1,536,876	486,962
TOTAL OTHER USES	-	1,553,785	1,536,876	486,962
TOTAL RECREATION DIVISION	2,392,724	1,553,785	1,536,876	486,962
TOTAL GENERAL IMPACT FEES SPECIAL REVENUE FUND	2,461,441	1,683,300	1,934,790	3,371,657

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 TRANSPORTATION IMPACT FEES SOUTH OF THE TURNPIKE FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
171-0000-361.10-00 INTEREST	98,661	87,313	87,313	81,342
171-0000-361.30-00 INCREASE(DECREASE) IN FAIR VALUE	(29,376)	-	-	-
171-0000-361.40-00 GAIN ON SALE OF INVESTMENTS	39,628	-	-	-
TOTAL INTEREST AND OTHER EARNINGS	108,913	87,313	87,313	81,342
171-0741-399.99-99 USE OF FUND BALANCE	-	-	831,383	753,261
TOTAL OTHER SOURCES	-	-	831,383	753,261
TOTAL TRANSPORTATION IMPACT FEE SOUTH OF TURNPIKE	108,913	87,313	918,696	834,603

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 TRANSPORTATION IMPACT FEES SOUTH OF TURNPIKE FUND EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
171-0741-541.63-00 IMPROVEMENT OTHER THAN BUILDINGS	418,820	-	918,696	-
TOTAL CAPITAL OUTLAY	418,820	-	918,696	-
171-0741-581.91-00 INTERGOVERNMENTAL TRANSFERS	-	-	-	834,603
171-0741-590.90-00 TRANSFER TO FUND BALANCE	-	87,313	-	-
TOTAL OTHER USES	-	87,313	-	834,603
TOTAL TRANSPORTATION IMPACT FEES SOUTH OF TURNPIKE FUND	418,820	87,313	918,696	834,603

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
COUNTY ROAD 545 SPECIAL BENEFIT AREA FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
173-0213-361.10-00 INTEREST	30,078	28,747	28,747	25,294
173-0213-361.30-00 INCR (DECR) IN FV OF INVST	(9,664)	-	-	-
173-0213-361.40-00 GAIN ON SALE OF INVESTMENTS	12,135	-	-	-
TOTAL INTEREST AND OTHER EARNINGS	32,549	28,747	28,747	25,294
173-0741-324.31-00 RESIDENTIAL-TRANSPORTATION	605,119	722,412	49,808	54,789
173-0741-324.32-00 COMMERCIAL-TRANSPORTATION	-	62,842	-	56,558
TOTAL PERMITS, FEES AND SPECIAL ASSESSEMENTS	605,119	785,254	49,808	111,347
173-0213-384.00-00 DEBT PROCEEDS	-	13,189,807	13,189,807	-
TOTAL OTHER SOURCES	-	13,189,807	13,189,807	-
TOTAL COUNTY ROAD 545 SPECIAL BENEFIT AREA FUND	637,668	14,003,808	13,268,362	136,641

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 COUNTY ROAD 545 SPECIAL BENEFIT AREA FUND EXPENDITURES**

		<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
173-0222-513.31-01	MISC PROFESSIONAL SERVICE	-	18,000	18,000	-
173-0222-513.31-02	LEGAL SERVICES	-	41,000	41,000	-
173-0222-513.34-01	MISC CONTRACTUAL SERVICES	-	120,000	120,000	-
173-0222-513.45-00	INSURANCE	-	101,000	101,000	-
173-0222-513.47-01	MISC PRINTING AND BINDING	-	5,000	5,000	-
173-0222-513.48-01	PROMOTIONAL-ADVERTISING	-	2,000	2,000	-
	TOTAL OPERATING EXPENDITURES	-	287,000	287,000	-
173-0222-513.99-00	OTHER USES	-	77,000	77,000	-
	TOTAL OTHER USES	-	77,000	77,000	-
173-0741-541.61-00	LAND	439	-	294,986	-
173-0741-541.63-00	IMPROVEMENT OTHER THAN BUILDINGS	2,943	4,000,000	4,490,031	-
	TOTAL CAPITAL OUTLAY	3,382	4,000,000	4,785,017	-
173-0741-590.90-00	CARRYFORWARD FUND BALANCE	-	9,639,808	8,119,345	136,641
	TOTAL OTHER USES	-	9,639,808	8,119,345	136,641
	TOTAL COUNTY ROAD 545 SPECIAL BENEFIT AREA FUND	3,382	14,003,808	13,268,362	136,641

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 GENERAL TRANSPORTATION IMPACT FEE FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
174-0213-361.10-00 INTEREST	60,672	53,209	42,386	32,472
174-0213-361.30-00 INCR (DECR) IN FV OF INVST	(35,297)	-	-	-
174-0213-361.40-00 GAIN ON SALE OF INVESTMENTS	25,078	-	-	-
TOTAL INTEREST AND OTHER EARNINGS	50,453	53,209	42,386	32,472
174-0741-324.31-00 RESIDENTIAL-TRANSPORTATIO	644,877	629,589	482,157	530,373
174-0741-324.32-00 COMMERCIAL-TRANSPORTATION	177,127	198,300	73,296	108,878
174-0741-381.00-00 INTER-FUND TRANSFER IN	-	-	-	3,575,768
174-0741-399.99-99 CARRY FORWARD FUND BALANCE	-	-	5,326,312	-
TOTAL GENERAL TRANSPORT IMPACT FEE FUND REVENUES	<u>872,457</u>	<u>881,098</u>	<u>5,924,151</u>	<u>4,247,491</u>

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 GENERAL TRANSPORTATION IMPACT FEE FUND EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
174-0741-541.61-00 LAND	915,788	-	24,648	-
174-0741-541.63-00 IMPROVEMENT OTHER THAN BUILDINGS	2,595,001	-	5,899,503	3,100,000
TOTAL CAPITAL OUTLAY	<u>3,510,789</u>	<u>-</u>	<u>5,924,151</u>	<u>3,100,000</u>
174-0741-590.90-00 CARRYFORWARD FUND BALANCE	-	881,098	-	1,147,491
TOTAL OTHER USES	-	881,098	-	1,147,491
TOTAL GENERAL TRANSPORTATION IMPACT FEE FUND EXPENDITURES	<u>3,510,789</u>	<u>881,098</u>	<u>5,924,151</u>	<u>4,247,491</u>

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 POLICE AND FIRE PREMIUM TAX TRUST FUND REVENUES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
190-0000-312.51-00 FIRE INSURANCE PREMIUM	188,429	247,721	247,721	225,163
190-0000-312.52-00 CASUALTY INSURANCE PREMIUM TAX	196,961	206,900	206,900	212,032
TOTAL POLICE AND FIRE PREMIUM TAX TRUST FUND REVENUES	<u>385,390</u>	<u>454,621</u>	<u>454,621</u>	<u>437,195</u>

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 POLICE AND FIRE PREMIUM TAX TRUST FUND EXPENDITURES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
190-0000-521.91-00 TRANSFERS	196,961	206,900	206,900	212,032
190-0000-522.91-00 TRANSFERS	188,429	247,721	247,721	225,163
TOTAL POLICE AND FIRE PREMIUM TAX TRUST FUND EXPENDITURES	<u>385,390</u>	<u>454,621</u>	<u>454,621</u>	<u>437,195</u>



WINTER GARDEN

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DEBT SERVICE FUND

DEBT SERVICE FUND

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

**2001 Community Redevelopment Agency Revenue Note
Sales Tax Revenue Bonds, Series 2006
Proposed Debt for Downtown Parking Garage**

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 DEBT SERVICE FUND REVENUES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
230-0000-361.10-00 INTEREST	338	401	401	1
TOTAL INTEREST AND OTHER EARNINGS	338	401	401	1
230-0000-381.00-00 INTER-FUND TRANSFER IN	724,700	720,038	720,038	815,068
230-0000-381.12-00 INTER-FUND TRANSFER IN	506,459	467,104	467,104	559,793
TOTAL OTHER SOURCES	1,231,159	1,187,142	1,187,142	1,374,861
TOTAL DEBT SERVICE FUND	<u>1,231,497</u>	<u>1,187,543</u>	<u>1,187,543</u>	<u>1,374,862</u>

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 DEBT SERVICE FUND EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
230-0000-517.71-00 PRINCIPAL	685,574	672,518	672,518	691,056
230-0000-517.72-00 INTEREST	545,922	514,624	514,624	535,011
TOTAL DEBT SERVICE	1,231,496	1,187,142	1,187,142	1,226,067
230-0000-599.99-99 CARRYFORWARD FUND BALANCE	-	401	401	148,795
TOTAL OTHER USES	-	401	401	148,795
TOTAL DEBT SERVICE FUND	<u>1,231,496</u>	<u>1,187,543</u>	<u>1,187,543</u>	<u>1,374,862</u>



WINTER GARDEN

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CAPITAL PROJECTS FUNDS

CAPITAL PROJECTS FUNDS

Capital Projects Funds are funds used to account for financial resources to be used for the acquisition or construction of major capital facilities. The City has one Capital Projects Fund:

The Capital Projects Fund – New City Hall

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 CAPITAL PROJECTS FUNDS-NEW CITY HALL FUND REVENUES**

		<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
333-0213-361.10-00	INTEREST	22	-	-	-
	TOTAL INTEREST AND OTHER EARNINGS	22	-	-	-
		<u>22</u>	<u>-</u>	<u>-</u>	<u>-</u>

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 CAPITAL PROJECTS-NEW CITY HALL FUND EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
333-0213-581.91-00 INTRA-GOVERNMENT TRANSFERS	30,133	-	-	-
TOTAL OTHER USES	30,133	-	-	-
TOTAL	30,133	-	-	-



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WINTER GARDEN

ENTERPRISE FUNDS

ENTERPRISE FUNDS

Enterprise Funds are types of funds used for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that the cost of providing goods or services to the public on a continuing basis be financed or recovered primarily through user charges; or operations where the governing body has decided that income is appropriate for capital maintenance, public policy, management control, accountability or other purposes. Following is a list of the City of Winter Garden’s Enterprise Funds:

**Utilities Fund
Stormwater Fund
Solid Waste Fund
Trailer City Fund**

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
UTILITIES OPERATING FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
410-2116-329.09-00	3,550	2,951	2,951	2,656
IRRIGATION & WELLS				
TOTAL PERMITS, FEES AND SPECIAL ASSESSEMENTS	3,550	2,951	2,951	2,656
410-2116-334.31-00	-	-	200,000	-
GRANT - WATER SUPPLY				
TOTAL INTERGOVERNMENTAL	-	-	200,000	-
410-2116-343.30-00	4,351,724	3,894,945	4,223,301	4,354,222
WATER SERVICE				
410-2116-343.30-01	34,140	33,586	33,586	34,810
INITIATION FEE				
410-2116-343.30-02	960	441	441	6,786
WATER TAP-IN CHARGE				
410-2116-343.31-00	72,711	71,376	71,376	64,238
METER INSTALLATIONS				
410-2116-343.32-00	41,853	18,774	18,774	16,897
FIRE HYDRANT SERVICE				
410-2116-343.33-00	214,451	218,579	218,579	221,128
SERVICE CHARGES				
410-2116-343.50-00	4,621,096	4,584,612	4,718,998	4,692,408
SEWER SERVICE				
410-2116-343.50-01	833	-	-	107
SEWER CONNECTION FEE				
410-2116-343.68-00	54,382	53,504	53,504	56,626
PENALTIES				
TOTAL CHARGES FOR SERVICES	9,392,150	8,875,817	9,338,559	9,447,222
410-2116-361.10-00	147,344	138,240	159,533	140,087
INTEREST				
410-2116-361.30-00	(83,381)	-	-	-
INCR (DECR) IN FV OF INVST				
410-2116-361.40-00	62,141	-	-	-
GAIN ON SALE OF INVESTMENT				
TOTAL INTEREST AND OTHER EARNINGS	126,104	138,240	159,533	140,087
410-2116-362.00-00	48,801	76,464	76,464	80,208
RENTAL INCOME				
410-2116-364.00-00	(2,742)	-	-	-
DISPOSITION OF FIXED ASSETS				
410-2116-369.90-00	1,224	584	584	642
OTHER				
410-2116-369.92-00	20	-	-	-
UNABLE TO DETERMINE CUST				
410-2116-369.93-00	29	-	-	-
CASH OVER OR SHORT				
410-2117-364.00-00	-	832	832	915
DISPOSITION OF FIXED ASSETS				
410-2117-365.00-00	-	-	-	531
SALE/SURPLUS MATERIAL/SCRAP				
410-2126-369.90-00	24,842	-	41,848	-
OTHER MISCELLANEOUS REVS				
410-2127-343.50-02	-	4,210	4,210	3,789
TV UTILITY LINES				
410-2127-369.90-00	3,164	-	-	550
OTHER MISCELLANEOUS REVS				
TOTAL MISCELLANEOUS REVENUES	75,338	82,090	123,938	86,635
410-2116-399.99-99	-	-	1,341,968	2,431,146
USE OF FUND BALANCE				
TOTAL OTHER SOURCES	-	-	1,341,968	2,431,146
TOTAL UTILITIES OPERATING FUND	9,597,142	9,099,098	11,166,949	12,107,746



WINTER GARDEN

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**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
UTILITIES OPERATING FUND
ADMINISTRATIVE DIVISION EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
410-2113-536.12-00 SALARIES	114,330	146,101	146,101	86,511
410-2113-536.14-00 OVERTIME	14	-	-	-
410-2113-536.21-00 FICA TAXES	8,216	11,209	11,209	6,323
410-2113-536.22-00 RETIREMENT CONTRIBUTION	21,319	13,504	13,504	11,247
410-2113-536.23-00 EMPLOYEE GROUP INSURANCE	13,091	14,489	14,489	9,318
410-2113-536.24-00 WORKERS COMP INSURANCE	240	234	234	126
410-2113-536.25-00 UNEMPLOYMENT COMPENSATION	-	181	181	163
TOTAL PERSONAL SERVICES	157,210	185,718	185,718	113,688
410-2113-536.31-01 PROFESSIONAL SERVICE MISC	12,386	50,800	108,300	5,800
410-2113-536.31-02 LEGAL	95,468	13,000	67,193	13,000
410-2113-536.31-03 INVESTMENT COUNSEL	28,594	28,185	28,185	27,304
410-2113-536.31-04 ENGINEERING	26,278	6,000	21,381	12,500
410-2113-536.32-00 ACCOUNTING AND AUDIT	15,205	15,760	15,760	16,000
410-2113-536.34-01 CONTRACTUAL SVCS MISC	2,376	-	-	-
410-2113-536.40-00 TRAVEL	501	1,200	1,200	400
410-2113-536.41-02 TELEPHONE	3,241	4,675	4,675	1,650
410-2113-536.41-04 INTERNET	165	500	500	500
410-2113-536.41-05 POSTAGE	130	500	500	100
410-2113-536.43-00 UTILITY SERVICES	2,032	2,628	2,628	2,628
410-2113-536.44-00 RENTALS AND LEASE	2,932	6,512	6,512	3,573
410-2113-536.45-00 GENERAL INSURANCE	25,512	32,425	32,425	32,797
410-2113-536.46-03 REPAIRS/MAINT-VEHICLES	1,748	3,132	3,132	3,307
410-2113-536.46-05 REPAIRS/MAINT-COMPUTER SOFTWARE	1,000	1,000	1,000	1,000
410-2113-536.46-06 REPAIRS/MAINT-COMPUTER HARDWARE	24,614	25,287	25,287	33,471
410-2113-536.46-10 REPAIRS/MAINT-BUILDING	5,378	4,771	4,771	4,224
410-2113-536.47-01 MISC PRINTING AND BINDING	-	-	-	100
410-2113-536.48-01 PROMOTIONAL-ADVERTISEMENTS	-	1,000	1,000	500
410-2113-536.49-01 MISCELLANEOUS	2,129	-	-	-
410-2113-536.49-02 MANAGEMENT FEES	841,253	962,750	962,750	954,983
410-2113-536.49-05 LICENSES & TAXES	6,000	1,638	1,638	1,638
410-2113-536.49-10 BAD DEBT EXPENSE	34,111	-	-	-
410-2113-536.51-00 OFFICE SUPPLIES	2,105	1,500	1,500	1,200
410-2113-536.52-01 OPERATING SUPPLIES MISC	2,751	2,500	2,500	1,000
410-2113-536.52-03 GASOLINE & OIL	1,237	850	850	1,321
410-2113-536.52-04 UNIFORMS & ACCESSORIES	138	800	800	800
410-2113-536.54-01 DUES & SUBSCRIPTIONS	651	734	734	1,820
410-2113-536.54-02 SEMINARS & COURSES	5,548	1,200	1,200	1,200
410-2113-536.54-03 EDUC ASSIST PROGRAMS REIMBURSE	1,953	-	-	-
TOTAL OPERATING EXPENDITURES	1,145,436	1,169,347	1,296,421	1,122,816
410-2113-536.62-00 BUILDING	-	-	1,000	1,000
410-2113-536.64-00 MACHINERY AND EQUIPMENT	-	-	-	17,847
TOTAL CAPITAL OUTLAY	-	-	1,000	18,847

410-2113-536.91-01	CONTINGENT EXPENSE	-	150,000	300,000	150,000
410-2113-581.91-00	INTRAFUND TRANSFERS	2,382,137	911,030	3,472,219	4,637,207
410-2113-590.90-00	CARRYFORWARD FUND BALANCE	-	1,617,508	-	-
	TOTAL OTHER USES	2,382,137	2,678,538	3,772,219	4,787,207
	TOTAL ADMINISTRATIVE DIVISION	3,684,783	4,033,603	5,255,358	6,042,558

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
UTILITIES OPERATING FUND
WATER DIVISION EXPENDITURES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
410-2116-533.12-00 SALARIES REGULAR	206,680	216,523	216,523	213,898
410-2116-533.13-00 OTHER SALARIES AND WAGES	-	-	-	4,457
410-2116-533.14-00 OVERTIME	5,641	3,100	3,100	3,100
410-2116-533.21-00 FICA TAXES	15,471	16,600	16,600	15,500
410-2116-533.22-00 RETIREMENT CONTRIBUTION	46,921	22,192	22,192	26,999
410-2116-533.23-00 EMPLOYEE GROUP INSURANCE	35,267	36,662	36,662	45,391
410-2116-533.24-00 WORKERS COMP INSURANCE	5,668	6,002	6,002	4,660
410-2116-533.25-00 UNEMPLOYMENT COMPENSATION	-	218	218	196
410-2116-533.26-00 OTHER POST EMPLOYMENT BENEFITS	14,942	12,174	12,174	17,192
TOTAL PERSONAL SERVICES	330,590	313,471	313,471	331,393
410-2116-533.31-01 MISC PROFESSIONAL SVCS	35	3,000	3,000	3,000
410-2116-533.31-02 LEGAL	13,032	-	-	-
410-2116-533.31-04 ENGINEERING	71,582	15,000	15,000	15,000
410-2116-533.31-06 MEDICAL	121	100	100	-
410-2116-533.34-01 CONTRACTUAL SVCS MISC.	42,047	40,549	46,712	43,475
410-2116-533.40-00 TRAVEL EXPENSE	1,287	1,710	1,710	2,160
410-2116-533.41-02 TELEPHONE	4,851	7,000	7,000	3,240
410-2116-533.41-03 RADIO	94	250	250	250
410-2116-533.41-04 INTERNET SERVICES	792	500	500	500
410-2116-533.41-05 POSTAGE	1,710	1,825	1,825	1,825
410-2116-533.43-00 UTILITY SERVICES	326,444	280,842	280,842	336,237
410-2116-533.44-00 RENTALS AND LEASES	3,825	3,000	3,000	3,000
410-2116-533.45-00 GENERAL INSURANCE	58,591	55,389	55,389	53,925
410-2116-533.46-01 REPAIRS & MAINTENANCE MISC.	1,242	1,625	1,625	1,625
410-2116-533.46-02 REPAIRS/MAINT-EQUIPMENT	34,225	29,994	29,994	29,994
410-2116-533.46-03 REPAIRS/MAINT-VEHICLES	4,592	3,435	3,435	2,759
410-2116-533.46-05 REPAIRS/MAINT-COMPUTER SOFTWARE	1,000	1,000	1,000	1,000
410-2116-533.46-06 REPAIRS/MAINT-COMPUTER HARDWARE	9,230	9,482	9,482	12,552
410-2116-533.46-10 BUILDING	48,814	42,942	42,942	38,013
410-2116.533.47-01 PRINTING AND BINDING MISC.	1,436	1,800	1,800	1,800
410-2116.533.48-01 ADVERTISEMENT-LEGAL, OTHER	242	-	-	-
410-2116.533.48-02 PROMOTIONAL ITEMS	311	-	-	-
410-2116-533.49-05 LICENSES & TAXES	579	1,050	1,050	1,050
410-2116-533.51-00 OFFICE SUPPLIES	453	400	400	400
410-2116-533.52-01 OPERATING SUPPLIES MISC.	3,715	3,500	3,500	1,200
410-2116-533.52-02 CHEMICALS	55,615	52,530	52,530	54,900
410-2116-533.52-03 GASOLINE & OIL	10,397	7,500	13,015	15,100
410-2116-533.52-04 UNIFORMS & ACCESSORIES	3,348	3,800	3,800	2,900
410-2116-533.54-01 DUES AND SUBSCRIPTIONS	200	500	500	500
410-2116-533.54-02 SEMINARS AND COURSES	450	1,017	1,017	750
TOTAL OPERATING EXPENDITURES	700,260	569,740	581,418	627,155
410-2116-533.62-00 BUILDINGS	-	-	5,695	-
410-2116-533.63-00 IMPROVEMENTS O/T BUILDING	-	-	98,366	158,395
410-2116-533.64-00 MACHINERY & EQUIPMENT	-	40,600	46,190	22,157
TOTAL CAPITAL OUTLAY	-	40,600	150,251	180,552
410-2116-591.93-00 SERVICE DEPOSIT INTEREST	39,502	40,161	40,161	39,341
TOTAL OTHER USES	39,502	40,161	40,161	39,341
TOTAL WATER DIVISION	1,070,352	963,972	1,085,301	1,178,441

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
UTILITIES OPERATING FUND
WASTEWATER DIVISION EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
410-2117-535.12-00 SALARIES REGULAR	253,891	288,817	288,817	283,464
410-2117-535.13-00 OTHER SALARIES AND WAGES	-	-	-	4,457
410-2117-535.14-00 SALARIES OVERTIME 1.5	17,272	13,200	13,200	13,200
410-2117-535.21-00 FICA TAXES	18,720	22,145	22,145	20,870
410-2117-535.22-00 RETIREMENT CONTRIBUTION	59,492	29,813	29,813	35,685
410-2117-535.23-00 EMPLOYEE GROUP INSURANCE	48,528	55,614	55,614	63,229
410-2117-535.24-00 WORKERS COMP INSURANCE	7,782	7,120	7,120	4,765
410-2117-535.25-00 UNEMPLOYMENT COMPENSATION	-	291	291	262
410-2117-535.26-00 OTHER POST EMPLOYMENT BENEFITS	12,519	8,643	8,643	15,519
TOTAL PERSONAL SERVICES	418,204	425,643	425,643	441,451
410-2117-535.31-01 MISC PROFESSIONAL SERVICES	10,525	1,550	1,550	-
410-2117-535.31-02 PROFESSIONAL SERVICES-LEGAL	40	-	-	-
410-2117-535.31-04 ENGINEERING	7,477	25,000	25,000	31,500
410-2117-535.31-06 MEDICAL	259	300	300	-
410-2117-535.34-01 CONTRACTUAL SVCS MISC.	350,631	285,000	300,000	262,434
410-2117-535.34-02 LAWN MAINTENANCE	18,810	13,500	13,500	16,200
410-2117-535.40-00 TRAVEL EXPENSES	891	1,226	1,226	1,440
410-2117-535.41-02 TELEPHONE	2,609	5,900	5,900	3,200
410-2117-535.41-03 RADIO	62	150	150	150
410-2117-535.41-05 POSTAGE	308	200	200	200
410-2117-535.43-00 UTILITY SERVICES	456,917	525,000	525,000	339,633
410-2117-535.44-00 RENTALS & LEASES	2,971	2,000	2,000	2,000
410-2117-535.45-00 GENERAL INSURANCE	141,986	134,468	134,468	130,303
410-2117-535.46-01 REPAIRS & MAINTENANCE MISC.	45,195	35,500	50,775	33,238
410-2117-535.46-02 REPAIRS/MAINT-EQUIPMENT	104,163	86,250	86,250	86,250
410-2117-535.46-03 REPAIRS/MAINT-VEHICLES	4,217	2,497	2,497	2,270
410-2117-535.46-05 REPAIRS/MAINT-COMPUTER SOFTWARE	1,000	1,500	1,500	1,500
410-2117-535.46-06 REPAIRS/MAINT-COMPUTER HARDWARE	6,369	6,408	6,408	8,454
410-2117-535.46-10 BUILDING	53,733	89,200	89,200	59,565
410-2117-535.48-01 ADVERTISEMENT	706	-	-	-
410-2117-535.49-05 LICENSES & TAXES	525	1,000	1,000	5,100
410-2117-535.51-00 OFFICE SUPPLIES	1,050	850	850	1,205
410-2117-535.52-01 OPERATING SUPPLIES MISC.	7,324	6,200	6,200	14,742
410-2117-535.52-02 CHEMICALS	185,156	165,333	219,233	194,800
410-2117-535.52-03 GASOLINE & OIL	5,539	4,990	4,990	4,558
410-2117-535.52-04 UNIFORMS & ACCESSORIES	3,495	4,251	5,251	3,650
410-2117-535.52-05 LABORATORY SUPPLIES	11,328	10,115	10,115	7,126
410-2117-535.54-01 DUES & SUBSCRIPTIONS	150	916	916	550
410-2117-535.54-02 SEMINARS & COURSES	430	1,356	1,356	1,356
TOTAL OPERATING EXPENDITURES	1,423,866	1,410,660	1,495,835	1,211,424
410-2117-535.63-00 IMPROV OTHER THAN BUILDING	-	-	-	500,000
410-2117-535.64-00 MACHINERY & EQUIPMENT	-	57,817	60,612	102,306
TOTAL CAPITAL OUTLAY	-	57,817	60,612	602,306
TOTAL WASTEWATER	1,842,070	1,894,120	1,982,090	2,255,181

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
UTILITIES OPERATING FUND
DISTRIBUTION DIVISION EXPENDITURES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
410-2126-533.12-00 SALARIES REGULAR	248,257	305,808	305,808	309,101
410-2126-533.14-00 SALARIES OVERTIME 1.5	9,365	7,545	9,045	7,545
410-2126-533.21-00 FICA TAXES	17,267	23,424	23,424	21,016
410-2126-533.22-00 RETIREMENT CONTRIBUTION	55,625	32,110	32,110	39,453
410-2126-533.23-00 EMPLOYEE GROUP INSURANCE	58,111	71,875	71,875	86,672
410-2126-533.24-00 WORKERS COMP INSURANCE	7,725	9,510	9,510	8,834
410-2126-533.25-00 UNEMPLOYMENT COMPENSATION	-	308	308	277
410-2126-533.26-00 OTHER POST EMPLOYMENT BENEFITS	17,308	11,378	11,378	14,808
TOTAL PERSONAL SERVICES	413,658	461,958	463,458	487,706
410-2126-533.31-01 MISC PROFESSIONAL SERVICE	1,960	-	-	-
410-2126-533.31-04 ENGINEERING	335	5,000	5,000	5,000
410-2126-533.31-06 MEDICAL	284	500	500	-
410-2126-533.34-01 CONTRACTUAL SVCS MISC.	41,796	17,500	17,500	12,945
410-2126-533.34-08 PERSONNEL	421	-	-	-
410-2126-533.40-00 TRAVEL EXPENSE	1,318	1,872	1,872	1,872
410-2126-533.41-02 TELEPHONE	1,163	1,500	1,500	1,500
410-2126-533.41-03 RADIO	141	242	242	150
410-2126-533.41-04 INTERNET	43	580	580	200
410-2126-533.41-05 POSTAGE	7	-	-	-
410-2126-533.44-00 RENTALS AND LEASES	3,834	2,500	3,575	2,500
410-2126-533.45-00 GENERAL INSURANCE	13,131	12,584	12,584	13,184
410-2126-533.46-01 REPAIRS & MAINTENANCE MISC.	12	100	715	100
410-2126-533.46-02 REPAIRS/MAINT-EQUIPMENT	4,472	4,300	4,300	2,000
410-2126-533.46-03 REPAIRS/MAINT-VEHICLES	11,863	5,147	6,672	6,798
410-2117-535.46-05 REPAIRS/MAINT-COMPUTER SOFTWARE	1,000	3,710	3,710	3,710
410-2126-533.46-06 REPAIRS/MAINT-COMPUTER HARDWARE	9,230	9,482	9,482	12,552
410-2126-533.46-07 UTILITY LINE	55,254	65,398	86,848	65,398
410-2126-533.48-01 ADVERTISEMENT-LEGAL, OTHER	24	-	-	-
410-2126-533.49-05 LICNSES/TAXES/CERTIFICTNS	1,109	5,282	5,282	1,602
410-2126-533.51-00 OFFICE SUPPLIES	156	250	250	250
410-2126-533.52-01 OPERATING SUPPLIES MISC.	176,222	203,026	203,026	349,450
410-2126-533.52-03 GASOLINE & OIL	22,232	17,750	19,250	25,000
410-2126-533.52-04 UNIFORMS & ACCESSORIES	4,332	4,578	5,778	5,418
410-2126-533.54-01 DUES & SUBSCRIPTIONS	150	500	500	2,500
410-2126-533.54-02 SEMINARS & COURSES	450	1,356	1,356	1,356
TOTAL OPERATING EXPENDITURES	350,939	363,157	390,522	513,485
410-2126-533.63-00 IMPROVEMENTS O/T BUILDING	-	30,750	501,894	-
410-2126-533.64-00 MACHINERY & EQUIPMENT	-	123,986	135,166	11,700
TOTAL CAPITAL OUTLAY	-	154,736	637,060	11,700
TOTAL DISTRIBUTION DIVISION	764,597	979,851	1,491,040	1,012,891

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
UTILITIES OPERATING FUND
COLLECTION DIVISION EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
410-2127-535.12-00 SALARIES REGULAR	299,446	374,960	374,960	388,174
410-2127-535.14-00 SALARIES OVERTIME 1.5	15,040	8,296	20,897	25,350
410-2127-535.21-00 FICA TAXES	22,640	28,719	28,719	27,469
410-2127-535.22-00 RETIREMENT CONTRIBUTION	67,776	39,371	39,371	49,178
410-2127-535.23-00 EMPLOYEE GROUP INSURANCE	64,066	80,639	80,639	92,137
410-2127-535.24-00 WORKERS COMP INSURANCE	7,828	10,963	10,963	9,576
410-2127-535.25-00 UNEMPLOYMENT COMPENSATION	-	274	274	301
410-2127-535.26-00 OTHER POST EMPLOYMENT BENEFITS	17,885	12,347	12,347	17,885
TOTAL PERSONAL SERVICES	494,681	555,569	568,170	610,070
410-2127-535.31-06 MEDICAL	442	436	436	-
410-2127-535.34-01 CONTRACTUAL SVCS MISC.	31,221	30,700	30,700	18,000
410-2127-535.34-08 PERSONNEL	1,474	3,000	3,000	3,000
410-2127-535.40-00 TRAVEL EXPENSES	4	1,200	1,200	1,200
410-2127-535.41-02 TELEPHONE	14,309	14,500	14,500	12,500
410-2127-535.41-03 RADIO	125	425	425	425
410-2127-535.41-04 INTERNET SERVICES	2,179	-	1,200	1,200
410-2127-535.41-05 COMMUNICATIONS/FREIGHT-POSTAGE	17	100	100	100
410-2127-535.43-00 UTILITY SERVICES	80,077	70,968	70,968	82,450
410-2127-535.44-00 RENTALS AND LEASES	5,328	4,900	4,900	2,000
410-2127-535.45-00 GENERAL INSURANCE	45,618	43,620	43,620	43,563
410-2127-535.46-01 REPAIRS & MAINTENANCE MISC.	1,522	2,500	2,500	2,500
410-2127-535.46-02 REPAIRS/MAINT-EQUIPMENT	7,842	4,850	11,850	10,000
410-2127-535.46-03 REPAIRS/MAINT-VEHICLES	58,142	30,640	30,640	50,360
410-2127-535.46-04 REPAIRS/MAINT-LIFT STATIONS	77,315	59,500	59,500	59,500
410-2117-535.46-05 REPAIRS/MAINT-COMPUTER SOFTWARE	1,000	2,710	2,710	2,710
410-2127-535.46-06 REPAIRS/MAINT-COMPUTER HARDWARE	6,669	6,459	6,459	8,505
410-2127-535.46-07 UTILITY LINE	9,550	10,500	10,500	10,500
410-2127-535.46-10 BUILDING	4,798	9,071	9,071	9,447
410-2127-535.47-01 PRINTING & BINDING	452	450	450	450
410-2127-535.48-01 ADVERTISEMENT-LEGAL, OTHER	24	-	-	-
410-2127-535.49-01 MISCELLANEOUS	-	300	300	300
410-2127-535.49-05 LICENSES & TAXES	26	450	450	450
410-2127-535.51-00 OFFICE SUPPLIES	-	-	-	250
410-2127-535.52-01 OPERATING SUPPLIES MISC.	16,530	21,469	21,469	21,469
410-2127-535.52-02 CHEMICALS	1,261	4,800	11,250	11,250
410-2127-535.52-03 GASOLINE & OIL	30,784	22,666	22,666	22,666
410-2127-535.52-04 UNIFORMS & ACCESSORIES	6,095	6,417	8,217	7,566
410-2127-535.54-01 DUES AND SUBSCRIPTIONS	255	500	500	500
410-2127-535.54-02 SEMINARS & COURSES	150	1,250	1,250	1,356
TOTAL OPERATING EXPENDITURES	403,209	354,381	370,831	384,217
410-2127-535.63-00 IMPROVEMENTS OTHER THAN BLDGS	-	-	-	250,500
410-2127-535.64-00 MACHINERY & EQUIPMENT	-	89,000	182,242	130,588
TOTAL CAPITAL OUTLAY	-	89,000	182,242	381,088
TOTAL COLLECTION DIVISION	897,890	998,950	1,121,243	1,375,375

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
UTILITIES OPERATING FUND
ENVIRONMENTAL SERVICES DIVISION EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
410-2132-537.12-00 SALARIES REGULAR	76,665	115,544	115,544	116,164
410-2132-537.14-00 SALARIES OVERTIME 1.5	-	358	358	358
410-2132-537.21-00 FICA TAXES	5,445	8,845	8,845	8,357
410-2132-537.22-00 RETIREMENT CONTRIBUTION	17,333	12,132	12,132	14,994
410-2132-537.23-00 EMPLOYEE GROUP INSURANCE	18,789	26,655	26,655	30,424
410-2132-537.24-00 WORKERS COMP INSURANCE	2,334	3,478	3,478	2,693
410-2132-537.25-00 UNEMPLOYMENT COMPENSATION	-	144	144	130
410-2132-537.26-00 OTHER POST EMPLOYMENT BENEFITS	5,365	3,704	3,704	8,365
TOTAL PERSONAL SERVICES	<u>125,931</u>	<u>170,860</u>	<u>170,860</u>	<u>181,485</u>
410-2132-537.31-06 MEDICAL	73	-	-	-
410-2132-537.34-01 CONTRACTUAL SVCS MISC.	1,750	6,300	6,300	2,000
410-2132-537.40-00 TRAVEL EXPENSES	24	900	900	900
410-2132-537.41-02 COMMUNICATIONS/FREIGHT-PHONE	948	500	500	500
410-2132-537.41-03 RADIO	16	-	-	-
410-2132-537.41-04 INTERNET	510	-	-	-
410-2132-537.41-05 POSTAGE	3,678	3,969	3,969	3,969
410-2132-537.44-00 RENTALS AND LEASES	2,115	-	-	-
410-2132-537.45-00 GENERAL INSURANCE	200	189	189	183
410-2132-537.46-02 REPAIRS/MAINT-EQUIPMENT	727	500	2,775	500
410-2132-537.46-03 VEHICLES	1,500	1,426	1,426	811
410-2132-537.46-05 COMPUTER SOFTWARE	1,530	1,750	1,750	1,750
410-2132-537.46-06 COMPUTER HARDWARE	9,445	9,482	9,482	12,552
410-2132-537.47-01 PRINTING & BINDING	4,080	7,960	7,960	7,960
410-2132-537.48-01 PROMOTIONAL-ADVERTISEMENTS	14,832	5,000	5,815	1,000
410-2132-537.48-02 PROMOTIONAL-PROMOTIONAL ITEMS	5,797	15,500	15,500	15,500
410-2132-537.49-05 LICENSES & TAXES	(50)	200	200	200
410-2132-537.51-00 OFFICE SUPPLIES	69	200	200	200
410-2132-537.52-01 OPERATING SUPPLIES-MISCELLANEOUS	337	300	525	3,300
410-2132-537.52-03 GASOLINE & OIL	1,962	1,750	1,750	1,750
410-2132-537.52-04 UNIFORMS & ACCESSORIES	886	826	826	750
410-2132-537.54-01 DUES AND SUBSCRIPTIONS	75	150	150	150
410-2132-537.54-02 SEMINARS & COURSES	635	840	840	840
410-2132-537.54-03 OTHER EDUCATIONAL SERVICE	-	-	-	7,000
TOTAL OPERATING EXPENDITURES	<u>51,139</u>	<u>57,742</u>	<u>61,057</u>	<u>61,815</u>
TOTAL ENVIRONMENTAL SERVICES DIVISION	<u>177,070</u>	<u>228,602</u>	<u>231,917</u>	<u>243,300</u>

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 UTILITIES OPERATING FUND EXPENDITURES
 DEPRECIATION**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
410-2190-536.59-01 DEPRECIATION BUILDING	116,726	-	-	-
410-2190-536.59-02 DEPRECIATION IMPROVEMENTS	2,267,888	-	-	-
410-2190-536.59-03 DEPRECIATION EQUIPMENT	150,497	-	-	-
TOTAL OPERATING EXPENDITURES	2,535,111	-	-	-
TOTAL DEPRECIATION	2,535,111	-	-	-
TOTAL UTILITIES OPERATING FUND	10,971,873	9,099,098	11,166,949	12,107,746

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
UTILITIES IMPACT FEES FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
411-2116-324.21-00 RESIDENTIAL-PHYSICAL ENVR	240,326	241,032	321,878	321,878
411-2116-324.22-00 COMMERCIAL-PHYSICAL ENVIR	11,400	12,609	12,609	12,609
411-2117-324.21-00 RESIDENTIAL-PHYSICAL ENVR	244,391	276,113	162,565	178,822
411-2117-324.22-00 COMMERCIAL-PHYSICAL ENVIR	17,447	25,473	-	7,242
TOTAL PERMITS, FEES AND SPECIAL ASSESSEMENTS	513,564	555,227	497,052	520,551
411-2117-334.35-00 STATE GRANTS	20,401	-	-	-
TOTAL INTERGOVERNMENTAL	20,401	-	-	-
411-2116-361.10-00 INTEREST	158,907	145,908	145,908	129,719
411-2116-361.30-00 INCR(DECR) IN FV OF INVST	(15,458)	-	-	-
411-2116-361.40-00 GAIN ON SALE OF INVESTMNT	24,471	-	-	-
TOTAL INVESTMENTS	167,920	145,908	145,908	129,719
411-2116-363.23-01 IMPACT FEES WATER SRVC	11,489	-	-	-
411-2116-363.23-02 IMPACT FEES SEWER SRVC	7,671	-	-	-
411-2117-369.90-00 OTHER MISCELLANEOUS REVENUES	20,401	-	-	-
TOTAL MISCELLANEOUS REVENUES	39,561	-	-	-
411-2116-399.99-99 USE OF FUND BALANCE-WATER	-	1,205,677	3,833,697	1,923,716
411-2117-399.99-99 USE OF FUND BALANCE-WASTEWATER	-	636,281	3,180,853	2,521,070
TOTAL NON-OPERATING REVENUES	-	1,841,958	7,014,550	4,444,786
TOTAL UTILITIES IMPACT FEES FUND	741,446	2,543,093	7,657,510	5,095,056

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
UTILITIES IMPACT FEE FUND EXPENDITURES**

		<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
<u>WATER DIVISION</u>					
411-2116-517.72-00	INTEREST	40,442	38,863	38,863	36,267
	TOTAL DEBT SERVICE	40,442	38,863	38,863	36,267
	TOTAL WATER DIVISION	40,442	38,863	38,863	36,267
<u>WASTEWATER DIVISION</u>					
411-2117-535.63-00	IMPROV OTHER THAN BUILDING	-	-	510,829	2,400,000
	TOTAL CAPITAL OUTLAY	-	-	510,829	2,400,000
411-2117-517.72-00	INTEREST	258,372	245,907	245,907	229,684
	TOTAL DEBT SERVICE	258,372	245,907	245,907	229,684
	TOTAL WASTEWATER DIVISION	258,372	245,907	756,736	2,629,684
<u>DISTRIBUTION DIVISION</u>					
411-2126-533.63-00	IMPROV OTHER THAN BUILDING	-	1,566,363	4,275,229	2,351,655
	TOTAL CAPITAL OUTLAY	-	1,566,363	4,275,229	2,351,655
	TOTAL DISTRIBUTION DIVISION	-	1,566,363	4,275,229	2,351,655
<u>COLLECTION DIVISION</u>					
411-2127-535.63-00	IMPROV OTHER THAN BUILDING	-	691,960	2,586,682	77,450
	TOTAL CAPITAL OUTLAY	-	691,960	2,586,682	77,450
	TOTAL COLLECTION DIVISION	-	691,960	2,586,682	77,450
	TOTAL UTILITIES IMPACT FEES FUND	298,814	2,543,093	7,657,510	5,095,056

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 UTILITIES RENEWAL AND REPLACEMENT FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
412-2116-361.10-00 INTEREST	42	49	49	-
TOTAL INVESTMENTS	42	49	49	-
412-2116-381.41-00 INTERFUND TRANSFER	2,382,137	911,030	3,472,219	4,637,207
TOTAL NON-OPERATING REVENUES	2,382,137	911,030	3,472,219	4,637,207
TOTAL UTILITIES RENEWAL AND REPLACEMENT FUND	<u>2,382,179</u>	<u>911,079</u>	<u>3,472,268</u>	<u>4,637,207</u>

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 UTILITIES RENEWAL AND REPLACEMENT FUND EXPENDITURES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
<u>WATER DIVISION</u>				
412-2116-599.99-99 FUND BALANCE	-	-	-	3,603,762
TOTAL OTHER USES	-	-	-	3,603,762
<u>DISTRIBUTION DIVISION</u>				
412-2126-533.63-00 IMPROV OTHER THAN BUILDING	-	200,000	1,383,892	550,000
TOTAL CAPITAL OUTLAY	-	200,000	1,383,892	550,000
TOTAL DISTRIBUTION DIVISION	-	200,000	1,383,892	550,000
<u>COLLECTION DIVISION</u>				
412-2127-535.49-10 BAD DEBT EXPENSE	3,645	-	-	-
TOTAL OPERATING EXPENDITURES	3,645	-	-	-
412-2127-535.63-00 IMPROV OTHER THAN BUILDING	-	711,079	2,088,376	483,445
TOTAL CAPITAL OUTLAY	-	711,079	2,088,376	483,445
TOTAL COLLECTION DIVISION	-	711,079	2,088,376	483,445
TOTAL UTILITIES RENEWAL & REPLACEMENT FUND	3,645	911,079	3,472,268	4,637,207

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
STORMWATER OPERATING FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
420-2618-329.00-00 STORMWATER	1,352,638	1,354,036	1,354,036	1,359,824
TOTAL PERMITS, FEES AND SPECIAL ASSESSEMENTS	1,352,638	1,354,036	1,354,036	1,359,824
420-2618-361.10-00 INTEREST	321	495	495	-
TOTAL INTEREST AND OTHER EARNINGS	321	495	495	-
420-2618-364.00-00 DISPOSITION/FIXED ASSETS	(50,890)	1,835	1,835	1,652
TOTAL MISCELLANEOUS REVENUES	(50,890)	1,835	1,835	1,652
420-2618-399.99-99 USE OF FUND BALANCE	-	-	206,284	-
TOTAL OTHER SOURCES	-	-	206,284	-
TOTAL STORMWATER OPERATING FUND	<u>1,302,069</u>	<u>1,356,366</u>	<u>1,562,650</u>	<u>1,361,476</u>



WINTER GARDEN

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**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
STORMWATER OPERATING FUND EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>	
STORMWATER OPERATING DIVISION					
420-2618-538.12-00	SALARIES REGULAR	121,428	98,775	98,775	89,283
420-2618-538.13-00	OTHER SALARIES AND WAGES	-	-	-	4,457
420-2618-538.14-00	OVERTIME	6,408	3,937	3,937	2,000
420-2618-538.21-00	FICA TAXES	9,247	7,584	7,584	6,779
420-2618-538.22-00	RETIREMENT CONTRIBUTION	29,575	9,919	9,919	10,072
420-2618-538.23-00	EMPLOYEE GROUP INSURANCE	24,852	22,255	22,255	22,882
420-2618-538.24-00	WORKERS COMP INSURANCE	5,303	3,715	3,715	2,713
420-2618-538.25-00	UNEMPLOYMENT COMPENSATION	-	145	145	131
420-2618-538.26-00	OTHER POST EMPLOYMENT BENEFITS	4,327	5,469	5,469	9,577
	TOTAL PERSONAL SERVICES	201,140	151,799	151,799	147,894
420-2618-538.31-01	MISCELLANEOUS PROFESSIONAL SVCS	1,450	889	5,329	-
420-2618-538.31-04	ENGINEERING	1,071	2,000	2,000	2,000
420-2618-538.31-06	MEDICAL	183	147	147	147
420-2618-538.32-00	ACCOUNTING AND AUDIT	2,231	2,312	2,312	2,500
420-2618-538.34-01	CONTRACTUAL SVCS MISC.	16,448	22,500	22,500	22,500
420-2618-538.34-12	TIPPING FEES	17,067	16,563	19,463	17,060
420-2618-538.41-02	TELEPHONE SERVICES	226	400	400	300
420-2618-538.41-03	RADIO	47	100	100	100
420-2618-538.41-05	POSTAGE	62	-	-	-
420-2618-538.43-00	WATER/SEWER UTILITIES	1,844	1,000	1,000	1,000
420-2618-538.44-00	RENTALS AND LEASES	5,500	5,500	5,500	2,000
420-2618-538.45-00	GENERAL INSURANCE	4,669	4,508	4,508	4,322
420-2618-538.46-01	REPAIRS & MAINTENANCE MISC.	828	1,000	1,000	1,000
420-2618-538.46-02	REPAIRS/MAINT-EQUIPMENT	5,180	6,500	6,500	4,000
420-2618-538.46-03	REPAIRS/MAINT-VEHICLES	36,333	12,862	33,297	45,120
420-2618-538.46-05	REPAIRS/MAINT-COMPUTER SOFTWARE	1,000	1,000	1,000	1,000
420-2618-538.46-06	REPAIRS/MAINT-COMPUTER HARDWARE	-	1,000	1,000	-
420-2618-538.46-07	REPAIRS/MAINT-UTILITY LINES	464	2,500	2,500	2,500
420-2618-538.48-02	PROMOTIONAL ITEMS	310	500	500	500
420-2618-538.49-02	MANAGEMENT FEES	134,026	126,481	126,481	126,290
420-2618-538.49-05	LICENSES & TAXES	1,005	3,000	3,000	3,000
420-2618-538.49-10	BAD DEBT EXPENSE	14,091	-	-	-
420-2618-538.51-00	OFFICE SUPPLIES	57	100	100	100
420-2618-538.52-01	OPERATING SUPPLIES MISC.	7,423	3,514	3,514	3,514
420-2618-538.52-02	CHEMICALS	-	1,000	1,000	1,000
420-2618-538.52-03	GASOLINE & OIL	18,195	22,899	22,899	18,000
420-2618-538.52-04	UNIFORMS	1,625	2,257	2,257	1,500
420-2618-538.54-01	MEMBERSHIP DUES	25	200	200	200
420-2618-538.54-02	SEMINARS AND COURSES	755	1,250	1,250	1,356
	TOTAL OPERATING EXPENDITURES	272,115	241,982	269,757	261,009

420-2618-538.63-00	CAPITAL IMPROVEMENTS	-	608,970	1,130,044	151,390
420-2618-538.64-00	CAPITAL EQUIPMENT	-	-	-	51,685
	TOTAL CAPITAL OUTLAY	-	608,970	1,130,044	203,075
420-2618-517.72-00	INTEREST	189,562	11,050	11,050	3,797
	TOTAL DEBT SERVICE	189,562	11,050	11,050	3,797
420-2618-590.90-00	CARRYFORWARD FUND BALANCE	-	342,565	-	745,701
	TOTAL OTHER USES	-	342,565	-	745,701
	TOTAL STORMWATER OPERATING	662,817	1,356,366	1,562,650	1,361,476
	<u>STORMWATER DEPRECIATION</u>				
420-2690-538.59-02	DEPRECIATION IMPROVEMENTS	263,770	-	-	-
420-2690-538.59-03	DEPRECIATION EQUIPMENT	58,616	-	-	-
	TOTAL OPERATING EXPENDITURES	322,386	-	-	-
	TOTAL STORMWATER DEPRECIATION	322,386	-	-	-
	TOTAL STORMWATER OPERATING FUND	985,203	1,356,366	1,562,650	1,361,476

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
SOLID WASTE OPERATING FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
430-3134-343.41-01 RESIDENTIAL	2,728,944	2,621,342	2,729,990	2,621,342
430-3134-343.41-02 COMMERCIAL	1,370,279	1,426,165	1,314,595	1,426,165
430-3134-343.41-03 COMMERCIAL RECYCLING	20,500	17,500	17,500	17,500
430-3134-343.41-04 EXTRA CHARGES	977	5,500	5,500	5,500
430-3134-343.42-01 RESIDENTIAL	1	28	28	28
430-3134-343.42-03 RECYCLE BINS FEE	18,800	17,500	17,500	17,500
TOTAL CHARGES FOR SERVICES	4,139,501	4,088,035	4,085,113	4,088,035
430-3134-361.10-00 INTEREST	399	271	271	-
430-3134-361.30-00 INCR(DECR) IN FV OF INVST	3,117	-	-	-
TOTAL INTEREST AND OTHER EARNINGS	3,516	271	271	-
430-3134-365.00-00 SALE OF SURPLUS MATERIALS/SCRAP	3,571	1,500	1,500	1,500
TOTAL MISCELLANEOUS REVENUES	3,571	1,500	1,500	1,500
TOTAL SOLID WASTE OPERATING FUND REVENUES	4,146,588	4,089,806	4,086,884	4,089,535



WINTER GARDEN

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**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
SOLID WASTE OPERATING FUND**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
SOLID WASTE OPERATING DIVISION				
430-3134-534.12-00	681,953	650,526	650,526	720,177
430-3134-534.13-00	-	-	-	4,457
430-3134-534.14-00	46,693	53,500	56,769	53,500
430-3134-534.21-00	52,775	49,807	49,807	52,731
430-3134-534.22-00	155,096	66,988	66,988	88,683
430-3134-534.23-00	140,364	141,350	141,350	139,778
430-3134-534.24-00	29,480	38,636	38,636	41,441
430-3134-534.25-00	-	645	645	710
430-3134-534.26-00	35,231	26,460	26,460	38,481
TOTAL PERSONAL SERVICES	1,141,592	1,027,912	1,031,181	1,139,958
430-3134-534.31-01	4,148	51,011	99,511	55,910
430-3134-534.31-02	2,620	500	500	15,000
430-3134-534.31-06	701	1,300	1,300	500
430-3134-534.32-00	2,534	2,627	2,627	2,750
430-3134-534.34-01	278	-	-	-
430-3134-534.34-08	172,122	150,000	201,381	150,000
430-3134-534.34-12	877,412	817,000	817,000	879,439
430-3134-534.41-02	3,408	2,100	2,100	2,100
430-3134-534.41-03	219	250	250	250
430-3134-534.41-04	510	-	-	-
430-3134-534.41-05	13	-	-	-
430-3134-534.44-00	3,324	5,310	5,310	5,310
430-3134-534.45-00	27,115	26,789	26,789	28,701
430-3134-534.46-01	783	-	-	-
430-3134-534.46-02	5,755	3,000	3,000	3,000
430-3134-534.46-03	273,860	273,618	273,618	296,792
430-3134-534.46-05	1,000	1,000	1,000	1,000
430-3134-534.46-06	7,850	7,138	7,138	7,640
430-3134-534.46-10	8,130	9,121	9,121	4,224
430-3134-534.47-01	285	2,500	2,500	1,500
430-3134-534.48-01	391	600	600	600
430-3134-534.48-02	1,448	2,500	2,500	1,157
430-3134-534.49-02	492,107	428,350	428,350	427,005
430-3134-534.49-05	86	200	200	400
430-3134-534.49-10	26,466	-	-	-
430-3134-534.51-00	88	500	500	500
430-3134-534.52-01	194,780	147,500	147,500	221,500
430-3134-534.52-02	2,896	4,100	4,100	3,200
430-3134-534.52-03	221,745	180,000	213,552	215,000
430-3134-534.52-04	14,064	16,000	18,618	16,000
430-3134-534.54-01	35	-	-	-
430-3134-534.54-02	2,282	-	-	-
TOTAL OPERATING EXPENDITURES	2,348,455	2,133,014	2,269,065	2,339,478

430-3134-534.64-00	MACHINERY & EQUIPMENT	-	126,489	576,280	527,090
	TOTAL CAPITAL OUTLAY	-	126,489	576,280	527,090
430-3134-599.99-99	CARRYFORWARD FUND BALANCE	-	802,391	210,358	83,009
	TOTAL OTHER USES	-	802,391	210,358	83,009
	TOTAL SOLID WASTE OPERATING	3,490,047	4,089,806	4,086,884	4,089,535
	<u>SOLID WASTE DEPRECIATION</u>				
430-3190-534.59-91	DEPRECIATION BUILDING	22,614	-	-	-
430-3190-534.59-92	DEPRECIATION IMPROVEMENTS	14,944	-	-	-
430-3190-534.59-93	DEPRECIATION EQUIPMENT	265,444	-	-	-
	TOTAL OPERATING EXPENDITURES	303,002	-	-	-
	TOTAL SOLID WASTE DEPRECIATION	303,002	-	-	-
	TOTAL SOLID WASTE OPERATING FUND	3,793,049	4,089,806	4,086,884	4,089,535

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
TRAILER CITY FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
450-3657-361.10-00 INTEREST	238	163	163	-
TOTAL INTEREST AND OTHER EARNINGS	238	163	163	-
450-3657-362.45-00 RENTALS	218,329	219,648	219,648	222,372
TOTAL CHARGES FOR SERVICES	218,329	219,648	219,648	222,372
450-3657-364.00-00 DISPOSITION OF FIXED ASSETS	-	-	-	2,750
450-3657-369.90-00 OTHER MISC REVENUES	200	242	242	218
450-3657-369.91-00 COIN LAUNDRY SERVICE	3,697	3,209	3,209	3,476
TOTAL MISCELLANEOUS REVENUES	3,897	3,451	3,451	6,444
450-3657-399.99-99 USE OF FUND BALANCE	-	2,815	5,994	4,499
TOTAL OTHER SOURCES	-	2,815	5,994	4,499
TOTAL TRAILER CITY FUND	<u>222,464</u>	<u>226,077</u>	<u>229,256</u>	<u>233,315</u>

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
TRAILER CITY FUND EXPENDITURES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
<u>TRAILER CITY OPERATING</u>				
450-3657-539.12-00 SALARIES REGULAR	76,234	76,606	76,606	78,066
450-3657-539.14-00 OVERTIME	299	1,000	1,000	1,000
450-3657-539.21-00 FICA TAXES	5,803	5,881	5,881	5,844
450-3657-539.22-00 RETIREMENT CONTRIBUTION	17,185	8,044	8,044	10,149
450-3657-539.23-00 EMPLOYEE GROUP INSURANCE	12,058	12,079	12,079	14,752
450-3657-539.24-00 WORKERS COMP INSURANCE	1,769	1,854	1,854	1,800
450-3657-539.25-00 UNEMPLOYMENT COMPENSATION	-	72	72	65
450-3657-539.26-00 OTHER POST EMPLOYMENT BENEFITS	3,577	2,469	2,469	3,577
TOTAL PERSONAL SERVICES	116,925	108,005	108,005	115,253
450-3657-539.31-01 PROFESSIONAL SERVICE MISC.	320	687	687	-
450-3657-539.31-02 LEGAL	15,015	2,000	2,000	4,000
450-3657-539.31-06 MEDICAL SERVICES	48	-	-	-
450-3657-539.32-00 ACCOUNTING AND AUDIT	1,723	1,786	1,786	2,000
450-3657-539.34-01 CONTRACTUAL SVCS MISC.	7,440	11,000	11,000	6,000
450-3657-539.34-06 JANITORIAL SERVICES	2,721	3,000	3,000	3,000
450-3657-539.41-02 TELEPHONE	1,405	1,500	1,500	1,500
450-3657-539.41-05 POSTAGE	88	100	100	100
450-3657-539.43-00 UTILITY SERVICES	5,714	7,100	7,100	7,100
450-3657-539.45-00 GENERAL INSURANCE	1,612	1,795	1,795	1,786
450-3657-539.46-02 REPAIRS/MAINT-EQUIPMENT	1,839	1,000	1,000	2,000
450-3657-539.46-03 REPAIRS/MAINT-VEHICLES	1,162	570	570	632
450-3657-539.46-06 REPAIRS/MAINT-HARDWARE	3,231	3,319	3,319	3,820
450-3657-539.46-10 REPAIRS/MAINT-BUILDING	2,891	5,000	5,000	5,000
450-3657-539.49-01 MISCELLANEOUS OTHER CHARGES	-	375	375	375
450-3657-539.49-02 MANAGEMENT FEES	10,631	10,431	10,431	10,439
450-3657-539.49-05 LICENSES & TAXES	33,091	29,439	30,439	31,140
450-3657-539.49-10 BAD DEBT EXPENSE	221	-	-	-
450-3657-539.51-00 OFFICE SUPPLIES	295	300	300	500
450-3657-539.52-01 OPERATING SUPPLIES MISC.	1,599	2,000	2,000	2,000
450-3657-539.52-03 GASOLINE & OIL	1,566	1,600	1,600	1,600
450-3657-539.52-04 UNIFORMS & ACCESSORIES	525	625	625	625
450-3657-539.54-02 SEMINARS AND COURSES	125	-	-	-
TOTAL OPERATING EXPENDITURES	93,262	83,627	84,627	83,617
450-3657-539.63-00 IMPROV OTHER THAN BUILDING	-	34,445	36,624	34,445
TOTAL CAPITAL OUTLAY	-	34,445	36,624	34,445
TOTAL TRAILER CITY OPERATING	210,187	226,077	229,256	233,315
<u>TRAILER CITY DEPRECIATION</u>				
450-3690-539.59-91 DEPRECIATION BUILDING	4,016	-	-	-
450-3690-539.59-92 DEPRECIATION IMPROVEMENTS	9,909	-	-	-
450-3690-539.59-93 DEPRECIATION EQUIPMENT	2,885	-	-	-
TOTAL OPERATING EXPENDITURES	16,810	-	-	-
TOTAL TRAILER CITY DEPRECIATION	16,810	-	-	-
TOTAL TRAILER CITY FUND	226,997	226,077	229,256	233,315



WINTER GARDEN

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FIDUCIARY FUNDS

FIDUCIARY FUNDS

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

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

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL EMPLOYEE PENSION FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
610-0000-361.10-00 INTEREST	180,847	192,100	192,100	156,167
610-0000-361.20-00 DIVIDENDS	248,903	230,493	230,493	243,197
610-0000-361.30-00 INCREASE IN FAIR VALUE OF INVEST	(136,681)	814,930	814,930	909,380
610-0000-367.00-00 GAIN ON THE SALE OF INVESTMENTS	(58,679)	-	-	687
TOTAL INTEREST AND OTHER EARNINGS	234,390	1,237,523	1,237,523	1,309,431
610-0000-368.00-00 EMPLOYER CONTRIBUTIONS	1,409,950	1,545,450	1,545,450	729,276
610-0000-368.02-00 EMPLOYEE CONTRIBUTIONS	-	137,521	137,521	158,538
610-0000-369.90-00 OTHER MISCELLANEOUS REVENUES	1,626	5,388	5,388	4,849
TOTAL MISCELLANEOUS REVENUES	1,411,576	1,688,359	1,688,359	892,663
TOTAL GENERAL EMPLOYEE PENSION FUND	1,645,966	2,925,882	2,925,882	2,202,094

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
GENERAL EMPLOYEE PENSION FUND EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
610-0000-513.31-01 PROF SVCS MISC.	16,765	26,760	26,760	24,084
610-0000-513.31-02 LEGAL	12,930	10,863	10,863	11,949
610-0000-513.31-03 INVESTMENT COUNSEL	99,055	102,650	102,650	102,565
610-0000-513.34-01 CONTRACT SVCS MISC	11,490	12,428	12,428	12,919
610-0000-513.40-00 TRAVEL AND PER DIEM	-	663	663	597
610-0000-513.45-00 INSURANCE	5,078	5,078	5,078	5,007
610-0000-513.49-06 RETIREMENT CONTRB REFUNDED	10,766	-	-	5,383
610-0000-513.54-01 DUES AND SUBSCRIPTIONS	600	726	726	799
610-0000-513.54-02 SEMINARS AND COURSES	-	324	324	292
610-0000-518.36-00 PENSION BENEFITS	<u>1,027,754</u>	<u>798,302</u>	<u>798,302</u>	<u>933,907</u>
TOTAL OPERATING EXPENDITURES	<u>1,184,438</u>	<u>957,794</u>	<u>957,794</u>	<u>1,097,502</u>
610-0000-599.99-99 CARRYFORWARD FUND BALANCE	-	<u>1,968,088</u>	<u>1,968,088</u>	<u>1,104,592</u>
TOTAL OTHER USES	-	<u>1,968,088</u>	<u>1,968,088</u>	<u>1,104,592</u>
TOTAL GENERAL EMPLOYEE PENSION FUND	<u>1,184,438</u>	<u>2,925,882</u>	<u>2,925,882</u>	<u>2,202,094</u>

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
FIREFIGHTER'S AND POLICE OFFICER'S PENSION FUND REVENUES**

	<u>2011 ACTUAL</u>	<u>2012 ORIGINAL BUDGET</u>	<u>2012 REVISED BUDGET</u>	<u>2013 PROPOSED BUDGET</u>
620-0000-312.51-00	188,429	247,721	247,721	225,163
620-0000-312.52-00	196,961	206,900	206,900	212,032
TOTAL INTERGOVERNMENTAL	385,390	454,621	454,621	437,195
620-0000-361.10-00	237,403	256,022	256,022	225,383
620-0000-361.20-00	294,400	262,022	262,022	278,666
620-0000-361.30-00	(1,643,942)	588,247	588,247	986,924
620-0000-367.00-00	901,217	535,573	535,573	235,615
TOTAL INTEREST AND OTHER EARNINGS	(210,922)	1,641,864	1,641,864	1,726,588
620-0000-368.01-00	1,564,196	1,399,806	1,399,806	860,226
620-0000-368.02-00	63,667	202,356	202,356	230,007
620-0000-369.90-00	703	2,770	2,770	2,637
TOTAL MISCELLANEOUS REVENUES	1,628,566	1,604,932	1,604,932	1,092,870
TOTAL FIREFIGHTER'S AND POLICE OFFICER'S PENSION FUND	1,803,034	3,701,417	3,701,417	3,256,653

**CITY OF WINTER GARDEN
 FY 2012/2013 BUDGET
 FIREFIGHTER'S AND POLICE OFFICER'S PENSION FUND EXPENDITURES**

	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>2012</u> <u>REVISED</u> <u>BUDGET</u>	<u>2013</u> <u>PROPOSED</u> <u>BUDGET</u>
620-0000-513.31-01 PROF SVCS MISC.	11,537	13,474	13,474	14,046
620-0000-513.31-02 LEGAL	16,981	15,701	15,701	17,271
620-0000-513.31-03 INVESTMENT COUNSEL	100,762	107,074	107,074	106,341
620-0000-513.34-01 CONTRACT SVCS MISC	21,704	15,043	15,043	15,547
620-0000-513.40-00 TRAVEL AND PER DIEM	-	-	-	85
620-0000-513.45-00 GENERAL INSURANCE	-	5,690	5,690	5,121
620-0000-513.49-06 RTRMT CONTRB REFUNDED	4,655	10,445	10,445	9,401
620-0000-513.51-00 OFFICE SUPPLIES	68	176	176	158
620-0000-518.36-00 PENSION BENEFITS	<u>1,153,524</u>	<u>1,006,559</u>	<u>1,006,559</u>	<u>1,107,215</u>
TOTAL OPERATING EXPENDITURES	<u>1,309,231</u>	<u>1,174,162</u>	<u>1,174,162</u>	<u>1,275,185</u>
620-0000-599.99-99 CARRYFORWARD FUND BALANCE	<u>-</u>	<u>2,527,255</u>	<u>2,527,255</u>	<u>1,981,468</u>
TOTAL OTHER USES	<u>-</u>	<u>2,527,255</u>	<u>2,527,255</u>	<u>1,981,468</u>
TOTAL FIREFIGHTER'S & POLICE OFFICER'S PENSION FUND	<u>1,309,231</u>	<u>3,701,417</u>	<u>3,701,417</u>	<u>3,256,653</u>



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WINTER GARDEN

CAPITAL OUTLAY

**FY 2012/13 BUDGET
PROPOSED CAPITAL EXPENDITURES**

		CATEGORY			
		LAND 61	BUILDING 62	IMPROVEMENTS OTHER THAN BUILDING 63	CAPITAL EQUIPMENT 64
GENERAL FUND					
Information Systems	Pictometry Aerial Maps	-	-	-	4,500
	AppAssure Licenses (5)	-	-	-	12,740
	HP Servers	-	-	-	13,450
	Wireless Network Controller	-	-	-	24,000
	Private Cloud Data Storage	-	-	-	53,800
	Cisco Phone Servers (2)	-	-	-	76,500
Police - Sworn	Lightbar	-	-	-	1,200
	Laptops (12)	-	-	-	30,450
	Marked Vehicles - Fully Equipped (7)	-	-	-	233,170
Police - Comm.	Dispatch Consoles	-	-	-	100,000
Fire	Laptop	-	-	-	1,200
	Training Manikin	-	-	-	1,400
	Ice Maker - Station 23	-	-	-	1,800
	Black Max Valve - Engine 124	-	-	-	2,200
	Mercury Nozzle - Engine 124	-	-	-	3,559
	Door Card Scanner - Station 24	-	3,800	-	-
	Wi-Fi Connections	-	-	-	5,100
	Concrete Apron Repair - Stations 23 & 24	-	8,300	-	-
	Station 24 Renovations	-	26,400	-	-
	Fire Engine, Equipped - Station 23	-	-	-	510,204
Streets	Mowers (2)	-	-	-	25,842
	Stoneybrook Round-about	-	-	250,000	-
Fleet Maint.	Fuel Management System	-	-	-	51,000
Parks	Sidewalk/Access Modifications	-	-	12,500	-
	Tucker Park-Design/Permitting	-	-	70,000	-
	Park Signage	-	-	20,000	-
	Athletic Court Resurfacing	-	-	28,500	-
	Motorized Spreader	-	-	-	2,900
	Utility Vehicle	-	-	-	7,500
Recreation	Radio-controlled Scoreboards (2)	-	-	-	5,400
	Shade Structure- Farnsworth Pool	-	-	13,400	-
Heritage Museums		-	-	-	-
TOTAL - GENERAL FUND		-	38,500	394,400	1,167,915

**FY 2012/13 BUDGET
PROPOSED CAPITAL EXPENDITURES**

	CATEGORY			
	LAND 61	BUILDING 62	IMPROVEMENTS OTHER THAN BUILDING 63	CAPITAL EQUIPMENT 64
COMMUNITY REDEVELOPMENT AGENCY				
Dillard St Improvements - SR 50 to Plant St	-	-	400,000	-
Downtown Parking Garage	750,000	-	6,000,000	-
Downtown Wayfinding Signs	-	-	25,000	-
TOTAL - COMMUNITY REDEVELOPMENT AGENCY	750,000	-	6,425,000	-
LAW ENFORCEMENT GRANTS FUND				
ESU Vests (3)	-	-	-	5,983
Rifles (3)	-	-	-	3,360
TOTAL - LAW ENFORCEMENT GRANTS FUND	-	-	-	9,343
LOCAL OPTION GAS TAX FUND				
West Side Townhomes Resurfacing	-	-	101,312	-
Plant St Resurfacing	-	-	120,000	-
Palm Dr - Regal to Division	-	-	309,500	-
Dillard St - Verna to Division	-	-	179,250	-
N Dillard - Surprise to Division (Design)	-	-	47,840	-
Tremaine St - Main to Dillard (Design)	-	-	49,795	-
Downtown Brick Pavers	-	-	30,000	-
TOTAL - LOCAL OPTION GAS TAX FUND	-	-	837,697	-
IMPACT FEES				
Police Portable Radio	-	-	-	5,988
TOTAL - IMPACT FEES	-	-	-	5,988
GENERALTRANSPORTATION IMPACT FEE FUND				
Streets CR 545 South/Tilden Intersection	-	-	3,100,000	-
TOTAL - GENERALTRANSPORTATION IMPACT FEE FUND	-	-	3,100,000	-

**FY 2012/13 BUDGET
PROPOSED CAPITAL EXPENDITURES**

		CATEGORY			
		LAND 61	BUILDING 62	IMPROVEMENTS OTHER THAN BUILDING 63	CAPITAL EQUIPMENT 64
UTILITIES FUND					
Administration	Operations Complex Improvements	-	1,000	-	-
	AWD Vehicle	-	-	-	17,847
Water	Bleach Tanks (3)	-	-	-	22,157
	N Dillard - Surprise to Division (Design)	-	-	8,395	-
	Palmetto Water Tank-Painting	-	-	150,000	-
Wastewater	WWTP Headworks Improvements	-	-	500,000	-
	Woods Tiller	-	-	-	6,000
	Refrigerated Samplers (2)	-	-	-	11,185
	Sodium Hypochlorite Tank	-	-	-	12,800
	Fermentation/Anoxic Tank Mixers (2)	-	-	-	20,636
	Tractor/Boom Mower (cost split with Storm)	-	-	-	51,685
Distribution	Mix Master Reamer	-	-	-	3,600
	Utility Locator	-	-	-	3,900
	Pipe Puller	-	-	-	4,200
Collection	Lift Station 23 Rehabilitation	-	-	250,500	-
	125 kW Generator	-	-	-	37,780
	Boom Truck	-	-	-	92,808
TOTAL - UTILITIES FUND		-	1,000	908,895	284,598
UTILITIES IMPACT FEE FUND					
Wastewater	WWTP Equalization Tank	-	-	1,200,000	-
	Dreyfus Plant Upgrades	-	-	1,200,000	-
Distribution	Dillard St - Verna to Division	-	-	29,375	-
	Tremaine St - Main to Dillard (Design)	-	-	8,280	-
	Foxhunt Subdivision Reuse	-	-	132,000	-
	Fullers Cross Water Main Ext.	-	-	346,000	-
	Brookhaven Subdivision Reuse	-	-	576,000	-
	Pebble Ridge Subdivision Reuse	-	-	588,000	-
	Lakehurst Landing Reuse	-	-	624,000	-
	Tilden Rd Water Main Ext.	-	-	48,000	-
Collection	Palm Dr - Regal to Division	-	-	77,450	-
TOTAL - UTILITIES IMPACT FEE FUND		-	-	4,829,105	-

**FY 2012/13 BUDGET
PROPOSED CAPITAL EXPENDITURES**

		CATEGORY			
		LAND	BUILDING	IMPROVEMENTS OTHER THAN BUILDING	CAPITAL EQUIPMENT
		61	62	63	64
UTILITIES RENEWAL & REPLACEMENT FUND					
Distribution	2" Water Main Upgrades (city-wide)	-	-	200,000	-
	Dillard St Improvements - SR 50 to Plant St	-	-	350,000	-
Collection	Dillard St - Verna to Division	-	-	38,500	-
	Dillard St Improvements - SR 50 to Plant St	-	-	350,000	-
	N Dillard - Surprise to Division (Design)	-	-	12,995	-
	Palm Dr - Regal to Division	-	-	73,150	-
	Tremaine St - Main to Dillard (Design)	-	-	8,800	-
TOTAL - UTILITIES RENEWAL & REPLACEMENT FUND		-	-	1,033,445	-
STORMWATER FUND					
	Dillard St - Verna to Division	-	-	67,500	-
	N Dillard - Surprise to Division (Design)	-	-	11,960	-
	Palm Dr - Regal to Division	-	-	62,500	-
	Tremaine St - Main to Dillard (Design)	-	-	9,430	-
	Tractor/Boom Mower (cost split with WW)	-	-	-	51,685
TOTAL - STORMWATER FUND		-	-	151,390	51,685
SOLID WASTE FUND					
	Rear Load Truck	-	-	-	251,970
	Front Load Truck	-	-	-	275,120
TOTAL - SOLID WASTE FUND		-	-	-	527,090
TRAILER CITY FUND					
	Trailer City Electrical Upgrades	-	-	34,445	-
TOTAL - TRAILER CITY FUND		-	-	34,445	-
TOTAL PROPOSED CAPITAL EXPENDITURES		750,000	39,500	17,714,377	2,046,619



FIVE-YEAR CAPITAL IMPROVEMENT PLAN

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
RECOMMENDED MAJOR CAPITAL EXP-DRAFT**

PROJECT NAME	SOURCE FUND	2013	2014	2015	2016	2017	Totals	
Private Cloud Data Storage System	GF	INFO SYS	53,800	-	-	-	53,800	
Cisco Phone System Servers	GF	INFO SYS	76,500	-	-	-	76,500	
Dispatch Consoles	GF	POLICE	100,000	100,000	-	-	200,000	
Fire Station 23 - Hennis Rd	GF	FIRE	-	-	150,000	1,200,000	1,350,000	
Fire Engine - Station 23 (Hennis)	GF	FIRE	510,204	-	-	-	510,204	
Fire Engine - Station 24 (Palmetto)	GF	FIRE	-	-	-	517,500	517,500	
SBW, Roberson, Windermere Round-About	GF	STREETS	250,000	-	-	-	250,000	
Fuel Management System	GF	FLEET	51,000	-	-	-	51,000	
Tucker Ranch Park - Design/Permitting	GF	PARKS AND REC	70,000	-	-	-	70,000	
Tucker Ranch Heritage Park Phase I	GF	PARKS AND REC	-	200,000	-	-	200,000	
General Fund Total			1,111,504	300,000	150,000	1,717,500	-	3,279,004
Dillard St Improvements (SR 50 to Plant St)	CRA	CRA	400,000	-	-	-	400,000	
Downtown Parking Garage	CRA	CRA	6,000,000	-	-	-	6,000,000	
CRA Fund Total			6,400,000	-	-	-	-	6,400,000
Fire Station - Southwest	GIF	FIRE	-	-	-	2,000,000	2,000,000	
Fire Engine - Southwest Station	GIF	FIRE	-	-	-	460,000	460,000	
CR 545 South/Tilden Intersection	GIF	STREETS	3,100,000	-	-	-	3,100,000	
Marsh Rd (545 to Hickory Hammock)	GIF	STREETS	-	-	1,000,000	3,250,000	4,250,000	
General Fund Impact Fee Total			3,100,000	-	1,000,000	3,250,000	2,460,000	9,810,000
Dillard Street - Verna Street north to Division (Construction)	LOGT	STREETS	179,250	-	-	-	179,250	
Downtown Brick Pavers	LOGT	STREETS	30,000	-	-	-	30,000	
North Dillard - Surprise to Division (Design & Construction)	LOGT	STREETS	47,840	239,315	-	-	287,155	
Palm Drive - Regal Place to Division (Design & Construction)	LOGT	STREETS	309,500	-	-	-	309,500	
Plant Street - Dillard to 6th St	LOGT	STREETS	120,000	-	-	-	120,000	
West Side Townhomes Resurfacing	LOGT	STREETS	101,312	-	-	-	101,312	
Tremaine Street - Main to Dillard (Design & Construction)	LOGT	STREETS	49,795	249,205	-	-	299,000	
Stoneybrook Street Resurfacing	LOGT	STREETS	-	-	600,000	-	600,000	
Local Option Gas Tax Total			837,697	488,520	600,000	-	-	1,926,217
Tractor/Boom Mower (Cost split with Wastewater)	S	STORMWATER	51,685	-	-	-	51,685	
Dillard Street - Verna Street north to Division (Construction)	S	STORMWATER	67,500	-	-	-	67,500	
North Dillard - Surprise to Division (Design & Construction)	S	STORMWATER	11,960	59,570	-	-	71,530	
Palm Drive - Regal Place to Division (Design & Construction)	S	STORMWATER	62,500	-	-	-	62,500	
Tremaine Street - Main to Dillard (Design & Construction)	S	STORMWATER	9,430	47,035	-	-	56,465	
Lulu Creek	S	STORMWATER	-	1,500,000	-	-	1,500,000	
Stormwater Total			203,075	1,606,605	-	-	-	1,809,680

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
RECOMMENDED MAJOR CAPITAL EXP-DRAFT**

PROJECT NAME	SOURCE FUND		2013	2014	2015	2016	2017	Totals
Front Load Crane Carrier Truck	SW	SOLID WASTE	275,120	-	-	-	-	275,120
Rear Load Crane Carrier Truck	SW	SOLID WASTE	251,970	-	-	-	-	251,970
Solid Waste Total			527,090	-	-	-	-	527,090
Palmetto Water Tank Painting	U-W	WATER	150,000	-	-	-	-	150,000
Tractor/Boom Mower (cost split with Stormwater)	U-WW	WASTEWATER	51,685	-	-	-	-	51,685
WWTP Headworks Improvements	U-WW	WASTEWATER	500,000	-	-	-	-	500,000
North Dillard - Surprise to Division (Design & Construction)	U-W	DISTRIBUTION	8,395	41,975	-	-	-	50,370
Lift Station 23 Rehab	U-WW	COLLECTION	250,500	-	-	-	-	250,500
125 KW Generator	U-WW	COLLECTION	37,780	-	-	-	-	37,780
Boom Truck	U-WW	COLLECTION	92,808	-	-	-	-	92,808
Utilities Total			1,091,168	41,975	-	-	-	1,133,143
Dillard Street - Verna Street north to Division (Design & Construction)	UIF-W	DISTRIBUTION	29,375	-	-	-	-	29,375
Fuller's Cross 16" Water Main Ext.	UIF-W	DISTRIBUTION	346,000	346,000	-	-	-	692,000
Tremaine Street - Main to Dillard (Design & Construction)	UIF-W	DISTRIBUTION	8,280	41,400	-	-	-	49,680
Woodlark Water Storage Tank II	UIF-W	DISTRIBUTION	-	2,000,000	-	-	-	2,000,000
Woodlark Water Well #2 (Design & Const.)	UIF-W	DISTRIBUTION	-	1,500,000	-	-	-	1,500,000
Lakehurst Reuse Main Ext. & Retrofit	UIF-W	DISTRIBUTION	624,000	-	-	-	-	624,000
Pebble Ridge Reuse Main Ext. & Retrofit	UIF-W	DISTRIBUTION	588,000	-	-	-	-	588,000
Foxhunt Reuse Main Ext. & Retrofit	UIF-W	DISTRIBUTION	132,000	-	-	-	-	132,000
Brookhaven/Vineland Reuse Main Ext.	UIF-W	DISTRIBUTION	576,000	-	-	-	-	576,000
Wintermere Harbour Reuse Main Ext. & Retro	UIF-W	DISTRIBUTION	-	-	324,000	-	-	324,000
Wintermere Pt. Reuse Main Ext. & Retrofit	UIF-W	DISTRIBUTION	-	-	1,224,000	-	-	1,224,000
Windward Cay Reuse Main Ext. & Retrofit	UIF-W	DISTRIBUTION	-	-	288,000	-	-	288,000
Tilden Rd. 12" Water Main Ext. (East & West)	UIF-W	DISTRIBUTION	48,000	409,000	412,000	-	-	869,000
Palm Drive - Regal Place to Division (Design & Construction)	UIF-WW	COLLECTION	77,450	-	-	-	-	77,450
Crest Avenue WWTP Expansion	UIF-WW	WASTEWATER	-	-	2,500,000	-	-	2,500,000
Reclaimed Water PH 3	UIF-WW	WASTEWATER	-	2,900,000	-	-	-	2,900,000
Crest Ave WWTP Equalization Tank Construction	UIF-WW	WASTEWATER	1,200,000	-	-	-	-	1,200,000
Dreyfus/Ninth Street Pre-treatment Upgrades	UIF-WW	WASTEWATER	1,200,000	-	-	-	-	1,200,000
Utility Impact Fee Total			4,829,105	7,196,400	4,748,000	-	-	16,773,505

**CITY OF WINTER GARDEN
FY 2012/2013 BUDGET
RECOMMENDED MAJOR CAPITAL EXP-DRAFT**

PROJECT NAME	SOURCE FUND		2013	2014	2015	2016	2017	Totals
2" Water Main Upgrades	URR-W	DISTRIBUTION	200,000	200,000	200,000	-	-	600,000
Dillard St Improvements (SR 50 to Plant St)	URR-W	DISTRIBUTION	350,000	-	-	-	-	350,000
Dillard Street - Verna Street north to Division (Construction)	URR-WW	COLLECTION	38,500	-	-	-	-	38,500
Dillard St Improvements (SR 50 to Plant St)	URR-WW	COLLECTION	350,000	-	-	-	-	350,000
North Dillard - Surprise to Division (Design & Construction)	URR-WW	COLLECTION	12,995	64,975	-	-	-	77,970
Palm Drive - Regal Place to Division (Design & Construction)	URR-WW	COLLECTION	73,150	-	-	-	-	73,150
Tremaine Street - Main to Dillard (Design & Construction)	URR-WW	COLLECTION	8,800	50,370	-	-	-	59,170
Utility Renewal and Replacement Total			1,033,445	315,345	200,000	-	-	1,548,790
Trailer City Electrical Upgrades	TC	TRAILER CITY	34,445	34,445	34,445	-	-	103,335
Trailer City Total			34,445	34,445	34,445	-	-	103,335
Total			<u>19,167,529</u>	<u>9,983,290</u>	<u>6,732,445</u>	<u>4,967,500</u>	<u>2,460,000</u>	<u>36,910,764</u>



WINTER GARDEN

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EMPLOYEE POSITIONS

CITY OF WINTER GARDEN
Proposed FULL TIME EQUIVALENT FISCAL YEAR 2012-2013

DEPARTMENT	FY08-09	FY09-10	FY10-11	FY11-12	FY12-13
City Commission	5	5	5	5	5
Executive	7	7	7	7	7
Economic Development	1	1	1	1	1
City Clerk	3	3	3	3	3
Human Resources	3	3	3	3	4
Human Resources part-time	0.5	0.5	0.5	0.5	0
Human Resources-Building Maint.	5	5	5	0	0
Facilities Management	0	0	0	5	6
Fleet Maint.	6	0	0	0	0
Fleet Management	0	6	6	6	6
Finance	13	11	11	11	11
Planning	5	0	0	0	0
Planning part-time	0.5	0	0	0	0
Planning-Code Enforcement	4	0	0	0	0
Information Systems	5	5	5	5	5
TOTAL GENERAL GOVERNMENT	58	46.5	46.5	46.5	48
Building - Inspection	12	0	0	0	0
Police - sworn	67	70	70	* 71	71
Police - non-sworn	17	17	17	17	17
Police - non-sworn part-time	6	6	6	6	6
Fire	46	47	46	46	46
TOTAL PUBLIC SAFETY	148	140	139	140	140
Building - Inspection	0	5	5	4	4
Building - Code Enforcement	0	2	2	2	2
Planning - Administration	0	6	3	4	4
Building - Administration	0	4	5.5	6	6
TOTAL COMMUNITY DEVELOPMENT	0	17	15.5	16	16
Administration	3	4	4	4	5
Streets	7	6	6	3	3
Cemetery	1	1	1	1	1
Engineering	6	5	5	0	0
Sanitation	19	19	19	19	19
Stormwater	2	2	2	2	2
Environmental Services	3	3	3	3	3
Water	5	5	5	5	5
Wastewater	7	7	7	7	7
Distribution	9	8	8	9	9
Collection	10	10	10	12	11
TOTAL PUBLIC SERVICES	72	70	70	65	65
Recreation	9	9	9	8	8
Recreation - part-time FTE		1	1	0.5	0.5
Parks	10	10	10	11	10
TOTAL PARKS/RECREATION	19	20	20	19.5	18.5
ENGINEERING	0	0	0	5	4
TRAILER CITY	2	2	2	2	2
TOTALS (less Commission)	294	290.5	288	289	288.5

Note: *Police Officer added during Interim Budget



WINTER GARDEN

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WINTER GARDEN

GLOSSARY OF TERMS

GLOSSARY

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

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

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

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

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

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

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

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

CAPITAL EQUIPMENT: Equipment with a value in excess of \$750 and an expected life of more than two years such as automobiles, computers, and furniture.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROPRIETARY ACCOUNT: An account that shows actual financial position and results of operations, such as actual assets, liabilities, fund equity balances, revenues and expenses.

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

REVENUE: Money received by the City from external sources.

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

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

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

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

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

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

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

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



WINTER GARDEN

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CITY OF WINTER GARDEN

CITY COMMISSION BUDGET WORKSHOP AND REGULAR MEETING MINUTES

August 9, 2012

A **BUDGET WORKSHOP** and **REGULAR MEETING** of the Winter Garden City Commission were called to order by Mayor Rees at 6:30 p.m. at City Hall, 300 West Plant Street, Winter Garden, Florida. The invocation and Pledge of Allegiance were given.

Present: Mayor John Rees, Commissioners Bob Buchanan, Kent Makin, Robert Olszewski and Colin Sharman (*arrived at 6:33 p.m.*)

Also Present: City Manager Mike Bollhoefer, Assistant City Attorney Dan Langley, Assistant to the City Manager - Administrative Services Frank Gilbert, Assistant to the City Manager - Public Services Don Cochran, Community Development Director Ed Williams, Finance Director Michael Givens, Recreation Director Jay Conn, Deputy Police Chief Bill Sullivan and West Orange Times Reporter Michael Laval, Orlando Sentinel Reporter Stephen Hudak and Recording Clerk Corrina Williams

1. **PRESENTATIONS**

A. **Proclamation 12-15** recognizing the accomplishment of the Winter Garden Little League Association as one of the top under 10 baseball teams in the entire State of Florida was presented by Mayor Rees and the City Commission.

B. **St. Johns River Water Management District on dredging of Lake Apopka**

Dave Walker, Basin Program Manager for the Upper Ocklawaha and Lake Apopka basin for the St. Johns Water management district (SJWMD) gave a PowerPoint presentation. Mr. Walker's presentation entitled "2012-13 Legislative Appropriations for Lake Apopka Restoration \$4.8 million," highlighted goals of achieving 10 percent coverage of native aquatic vegetation within 10 years, enhancing the current fishery, test innovative technologies for water quality and habitat improvement. He shared the proposal for dredging Lake Apopka, and requested the City help in the final design. He also requested that the City have a representative attend the task force meeting of August 24, 2012.

Mayor Rees stated that the City Manager would have a representative attend the task force meeting.

2. **WORKSHOP ON PROPOSED BUDGET FOR FISCAL YEAR 2012/2013**

Mayor Rees called the budget workshop to order for Fiscal Year 2012/2013 at 6:56 p.m.

City Manager Bollhoefer noted that the newly hired Finance Director has resigned and as City Manager he would be presenting a broad overview of the budget. He stated that another workshop is scheduled later in August and welcomed any questions now. Mr. Bollhoefer

gave a PowerPoint presentation on the year of 2013 Budget introduction (*See attached Exhibit A*).

Mr. Bollhoefer highlighted historical information on ad valorem revenues, which he noted have been shrinking over time. There has been a leveling off which he hopes will continue to go up. He stated that shared revenues have gone up and are calculated by the State based on the City's increase in population. The one-half cent sales tax and revenue sharing from the State has helped the City as a source of funding as property taxes have declined.

Mr. Bollhoefer stated that as a general rule the fund balance target is 30 percent. The City's projected fund balance at the end of 2013 is 18 percent, which is below what the City would like to have as a fund balance.

Areas highlighted in the presentation were ad valorem revenues, one-half cent sales tax, revenue sharing, fund balance, FTE's per one thousand residents, capital expenditures, general fund revenues, intergovernmental revenues, operating expenses by function, capital expenses by function, general fund operating expenses, capital items, items removed from the budget, future capital, City-owned properties, ideas going forward, special revenue funds, CRA, local option gas tax, projects, enterprise funds, utility revenues, utility expenses, stormwater expenses, solid waste expenses, and trailer city.

Commissioner Makin expressed his concerns regarding Newton Park, stating that neglect over the years has hampered the ability for activities such as boating because people cannot get on the water; he hopes to concentrate on that area. Mr. Bollhoefer noted that this is one of the goals to have the City Commission's wishes prioritized to concentrate on which projects would be most important to the City.

Mr. Bollhoefer stated that one thing that would not be reflected in this budget is the properties the City owns. At some point in time the properties could be sold and those funds could replenish the fund balance.

Commissioner Makin asked about possibly having a partnership with someone on the Tucker Ranch project as Orange County had planned to be. Mr. Bollhoefer replied that there has been conversation with Orange County but the funding has not been made available.

Commissioner Olszewski expressed his concern about the budget having well over one-half million dollars in surplus revenue. He asked where those funds are to be distributed and why not use them to ease the burdens put on taxpayers. Mr. Bollhoefer responded by explaining the City's fund balance and its current level of 18 percent. He noted that once you go below the 18 percent and the City no longer has any fund balance, the City could end up in jeopardy as many other cities have had to file bankruptcy. He used a comparison example of a typical family's savings account that is in place for emergencies. In answer to Commissioner Olszewski's question about where the funds are located, Mayor Rees clarified that the funds are in the general fund's opening balance for this year.

Mayor Rees asked that the City Commission review the budget, prepare any questions they may have in advance, and give them to the City Manager so that they can be addressed at the next budget meeting.

The budget workshop concluded at 7:32 p.m. and the regular meeting was immediately opened.

3. **APPROVAL OF MINUTE APPROVAL OF MINUTES**

Motion by Commissioner Buchanan to approve regular meeting minutes of July 26, 2012. Seconded by Commissioner Olszewski and carried unanimously 5-0.

4. **FIRST READING OF PROPOSED ORDINANCES**

A. **Ordinance 12-37:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-186, DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 12-37 by title only. City Manager Bollhoefer stated that the State requires the City make these changes to the pension plan. The City is complying with State law. This also redefines the definition of salary for the Firefighters and Police pension plan.

Commissioner Olszewski noted that he was a member of the Firefighter and Police Pension Board prior to his election to the City Commission. He knows these issues came up while he was on the board and wanted to be sure that as a Commissioner he is still required to vote on them. City Attorney Ardaman confirmed that he is required to vote.

Motion by Commissioner Olszewski to approve Ordinance 12-37 with the second reading and public hearing being scheduled for August 23, 2012. Seconded by Commissioner Buchanan and carried unanimously 5-0.

PUBLIC HEARINGS

B. **Ordinance 12-34:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.897 ± ACRES LOCATED AT 399 RAILROAD AVENUE AND AT 404 N. WEST CROWN POINT ROAD; AT THE SOUTHEAST CORNER OF RAILROAD AVENUE AND RAILROAD AVENUE AND AT THE SOUTHWEST CORNER OF RAILROAD AVENUE AND N. WEST CROWN POINT ROAD INTO THE CITY OF WINTER

GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- C. **Ordinance 12-35:** 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 0.897 ± ACRES OF LAND LOCATED AT 399 RAILROAD AVENUE AND AT 404 N. WEST CROWN POINT ROAD; AT THE SOUTHEAST CORNER OF RAILROAD AVENUE AND RAILROAD AVENUE AND AT THE SOUTHWEST CORNER OF RAILROAD AVENUE AND N. WEST CROWN POINT ROAD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- D. **Ordinance 12-36:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.897 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT 399 RAILROAD AVENUE AND AT 404 N. WEST CROWN POINT ROAD; AT THE SOUTHEAST CORNER OF RAILROAD AVENUE AND RAILROAD AVENUE AND AT THE SOUTHWEST CORNER OF RAILROAD AVENUE AND N. WEST CROWN POINT ROAD FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-1B SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 12-34, 12-35, and 12-36 by title only. Community Development Director Williams stated that the property owner has requested annexation of this 0.897 acre parcel which is technically divided by the railroad. They are two parcels under one owner. Staff recommends approval of the annexation, low density future land use designation, and R-1B zoning. This has been reviewed by the Planning and Zoning Board and they also recommend approval with the second reading on August 23rd.

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

Motion by Commissioner Makin to approve Ordinances 12-34, 12-35, and 12-36 with the second reading and public hearing being scheduled for August 23, 2012. Seconded by Commissioner Sharman and carried unanimously 5-0.

- E. **Ordinance 12-40:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.405 ± ACRES LOCATED AT 12750 WEST COLONIAL DRIVE; ON THE SOUTH SIDE OF WEST COLONIAL DRIVE EAST OF GILLARD AVENUE AND WEST OF PARTLOW DRIVE INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE

CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- F. **Ordinance 12-41:** 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 0.405 ± ACRES OF LAND LOCATED AT 12750 WEST COLONIAL DRIVE; ON THE SOUTH SIDE OF WEST COLONIAL DRIVE EAST OF GILLARD AVENUE AND WEST OF PARTLOW DRIVE FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- G. **Ordinance 12-42:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.405 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT 12750 WEST COLONIAL DRIVE; ON THE SOUTH SIDE OF WEST COLONIAL DRIVE EAST OF GILLARD AVENUE AND WEST OF PARTLOW DRIVE FROM ORANGE COUNTY C-3 COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 12-40, 12-41, and 12-42 by title only. Community Development Director Williams stated that this is a 0.4 acre property for which the property owner is requesting annexation. There is a house used for business located on the property next to the carwash on the south side of State Road 50. The property owner is requesting annexation so that they can obtain City services. Staff supports the annexation, recommends a commercial land use designation, and noted that it is in the State Road 50 overlay zone, and recommends C-2 zoning. The planning and Zoning Board also reviewed and recommended approval with the second reading on August 23rd.

Commissioner Olszewski noted that the carwash had some concerns with the signage. He asked if this helps them now that the property adjacent would now be in the City. Mr. Williams replied that he does not think this would affect any of the signage.

Mr. Williams noted that the City has worked with the carwash property owner to get an extra entrance sign so that people can see the entrance before they pass it.

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

Motion by Commissioner Sharman to approve Ordinances 12-40, 12-41, and 12-42 with the second reading and public hearing being scheduled for August 23, 2012. Seconded by Commissioner Makin and carried unanimously 5-0 the Second reading and public hearing being scheduled for August 23, 2012.

Mr. Williams noted that today the City received notification from the State that the City's population is now just over 36,000. He expressed that the City should be prepared for this amount to very rapidly increase with the housing building permits that have been approved.

There was discussion on the City of Winter Garden's total population versus that of the City of Ocoee and the chance of possibly being the third largest city in Orange County.

5. **REGULAR BUSINESS**

A. **Appointment of between five and seven members to the Citizen Advisory Task Force to support the City's Community Development Block Grant Program**

City Manager Bollhoefer stated that Economic Development Director Gerhartz has been working on putting this board together. They will work on the Community Development Block Grant (CDBG). She found five City residents willing to serve on the board. Mr. Bollhoefer listed the volunteers as: Pat Primrose, Xeres Snell, Charlie Mae Wilder, John Kirby, and Mike Kelley.

Motion by Commissioner Makin to appoint Pat Primrose, Xeres Snell, Charlie Mae Wilder, John Kirby, and Mike Kelley to the CDBG Citizen Advisory Task Force. Seconded by Commissioner Sharman and carried unanimously 5-0.

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

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

8. **MATTERS FROM CITY MANAGER** – There were no items.

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Makin stated that he participated in a back-pack drive in Tildenville last Saturday in conjunction with the Tildenville Missionary Baptist Church along with Orange County Commissioner Scott Boyd and City of Winter Garden Commissioner Olszewski. He noted that it was great to see the community come together and give out the back-packs, school supplies, and great food.

Commissioner Olszewski announced that this weekend in East Winter Garden the Unity in the Community event will be held from 1:00 p.m. to 8:00 p.m. and encouraged attendance. He also noted that at 5:00 p.m. on Saturday at 4 E. Plant Street the local churches will get together to pray for the City, and he encouraged attendance.

Commissioner Sharman shared that there was a balloon test that he attended and he noted that it was centrally located on the property. He expressed that he can't wait to get feedback from the residents. **Commissioner Olszewski** reiterated that the balloon was centrally

located on the property and not near the [hospital] towers, which is something to think about when moving forward with community meetings.

Mayor Rees apologized to Commissioner Makin for not attending the Saturday event.

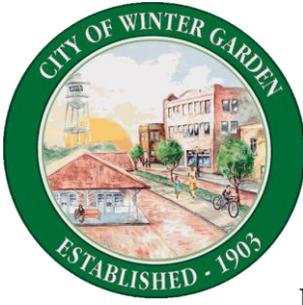
The meeting adjourned at 7:49 p.m.

APPROVED:

Mayor John Rees

ATTEST:

Assistant City Clerk Angela Grimmage, CMC



CITY OF WINTER GARDEN

CITY COMMISSION BUDGET WORKSHOP AND REGULAR MEETING MINUTES August 23, 2012

A **BUDGET WORKSHOP** and **REGULAR MEETING** of the Winter Garden City Commission was called to order by Mayor Pro Tem Bob Buchanan at 6:30 p.m. at City Hall, 300 West Plant Street, Winter Garden, Florida. The invocation and Pledge of Allegiance were given.

Present: Mayor Pro Tem Bob Buchanan, Commissioners Kent Makin, Robert Olszewski and Colin Sharman

Absent: Mayor John Rees

Also Present: City Manager Mike Bollhoefer, City Attorney Kurt Ardaman, Assistant City Clerk Angee Grimmage, Assistant to the City Manager – Administrative Services Frank Gilbert, Assistant to the City Manager - Public Services Don Cochran, Community Development Director Ed Williams, Economic Development Director Tanja Gerhartz, Information Technology Director Bob Reilly, Recreation Director Jay Conn, Police Chief George Brennan, Fire Chief John Williamson, and Orlando Sentinel Reporter Stephen Hudak

1. **WORKSHOP ON PROPOSED BUDGET FOR FISCAL YEAR 2012/2013**

City Manager Bollhoefer began with discussion on the downtown parking (*See attached Exhibit A*) and gave a PowerPoint presentation. He also handed out an analysis performed by staff for the City Commission to review. Without the land, to build a plain three-story parking garage with roof level parking would be about \$4.6 million and with a brick façade for the entire garage it would be about \$5.25 million. To build a plain two-story parking garage with roof level parking it would be about \$3.8 million for the plain version and \$4.3 with the brick façade.

Commissioner Buchanan asked the City Manager how long these figures provided would be good for. Mr. Bollhoefer replied that one never knows with this economy.

Mr. Bollhoefer noted that the City's downtown is currently 98 percent occupied with parking near or at capacity. He named several events that draw crowds to the downtown area that each will require some type of parking plan.

Mr. Bollhoefer highlighted commercial vacancies downtown, areas available for parking and changes since the 2005 parking study that indicated we needed 500 more spaces. He also gave highlights of the updated parking analysis that has indicated we are at a deficit of 349 parking spaces. The real question is not whether you need a parking garage in Winter

Garden, but what size of parking garage and when. He believes it is important to secure the land to ensure the space to build the parking garage.

Commissioner Sharman asked what locations have been looked into for additional parking. **Mr. Bollhoefer** replied that several locations have been reviewed but the best location is behind the Edgewater Hotel. Other areas include the corner of Park Avenue and Plant Street, near the old utility department building and Boyd Street for a parking garage. There are other smaller locations that are a little tricky. The size and shape of the property makes it a lot easier and keeps the cost lower. He suggested that the optimum site would be 200 feet by 200 feet.

Commissioner Olszewski requested clarification from the last meeting on whether the potentially \$6 million set aside in the budget, was now to be set aside to acquire the land to explore the need for parking and if need be a parking garage. **Mr. Bollhoefer** responded no, not exactly. We have always tried to be ahead of the curve with our parking needs. He noted that waiting too long to address parking could have a negative impact downtown and possibly discourage developers from coming in to develop their properties. At a bare minimum we should secure the land and at least as we go through this process, look at those other parking options.

Commissioner Olszewski asked for clarification on whether the City Manager is asking to purchase the land first and then come back to the City Commission for approval on moving forward with building the structure. **Mr. Bollhoefer** responded that he definitely would like approval to purchase the land; it's the right area for a parking garage. He suggested leaving his numbers in the budget, continuing the debate, and staff will bring back a better analysis back at a later date.

Commissioner Olszewski stated that the City Manager has identified a number of developers and land owners in his presentation and said that the City would lose existing parking. He asked how many of those developments are eminent to where the City is going to lose parking. **Mr. Bollhoefer** responded that no one has submitted plans as of yet. There have been discussions. Even with submitted plans it is not always eminent.

Commissioner Olszewski suggested stackable parking garages as the need arises. **Mr. Bollhoefer** expressed that option is probably the most expensive. He can get better numbers by the next meeting on how much more it would cost. **Mr. Bollhoefer** added that the worse thing to do is build a four level garage and have the two levels sit empty most of the time.

Commissioner Makin stated that he was under the impression that when the Pounds Motor Company properties were purchased and the South Boyd Street parking lot was installed, that it would be a parking garage one day. **Mr. Bollhoefer** noted that there have been several ideas throughout the years that included a parking garage. With the pavilion and making Tremain a walkable street, in his opinion it is not the best place for a garage. **Commissioner Makin** asked **Mr. Bollhoefer** what he thought would be the most viable piece of property for

the City to look into. **Mr. Bollhoefer** replied that the best location is behind the Edgewater Hotel.

Commissioner Olszewski acknowledged planning for the future and the parking garage is a wonderful idea but expressed his concerns about building a \$6 million parking garage in this economy that would sit empty most of the time and is where he has his reservations.

Commissioner Sharman suggested staff further review building a two level garage that could support a third level in the future. **Mr. Bollhoefer** replied that staff would bring the numbers back to the City Commission. He noted that staff has also reviewed the possibility of having retail on the bottom level with parking above that really drives the cost up.

2013 Budget

Mr. Bollhoefer stated that he would give a brief presentation on the budget with a more in-depth presentation at the first budget hearing in September. (See attached *Exhibit B*)

Mr. Bollhoefer noted that the City's goal is to be a high service, top quality city with low taxes. At a millage rate of 4.25, the City of Winter Garden will remain in the bottom third of all local city tax rates.

Mr. Bollhoefer highlighted changes to the City's organizational chart and staff structure. He noted that the City of Winter Garden is doing a lot more with a lot less and is one of the reasons that the City's quality of services is so high. He shared that the City has just been unofficially informed by the International County Managers Association (ICMA) that we could be one of the top ten cities in the entire country based on a poll performed on quality of services provided.

Mr. Bollhoefer referred the City Commission to page 217 in their proposed budget book. He noted the reduction of staff positions to 288 for this coming fiscal year. He noted the reductions have occurred during a time of increase in population and commended the staff for their efforts.

Mr. Bollhoefer noted that a two percent pay increase is being proposed for all employees. Although not a significant amount, he does not want to lose our competitiveness with wages. A recent review of the City of Winter Park wage study was used to gauge where we are in terms of wages and we are right in the middle. He noted that the total cost of the two percent pay raise is \$295,000.

Mr. Bollhoefer displayed information on the actual, amended, and proposed budget for pension contributions. He noted that the actuarial changes made will cut the City's general pension costs to 11 percent and fire and police to 12 percent without cutting employee benefits.

Mr. Bollhoefer highland some general fund items removed and included in the proposed budget.

Mr. Bollhoefer specifically addressed the senior utility discount program that keeps increasing each year and ultimately is paid for by the regular rate payers. There has been a request at a City Commission meeting about expanding the program to residents with disabilities and what that cost would be. There are no good demographics to be able to determine how much it would cost. He thinks that if the City Commission wants to consider helping the disadvantaged that we could budget it and try it for one year on a first come first served basis to see how many apply, which he thinks is the best option.

Mr. Bollhoefer noted his concern that we have not been spending enough money on resurfacing, repaving, and patching our roads. Therefore, he is proposing to shift the money into the general fund and dedicate a minimum of \$500,000 of Local Option Gas Tax to be spent every single year on repaving and patching our roads. He feels this is very important because there will be significant issues with our roads in five to ten years from now.

Mr. Bollhoefer explained the \$80,000 for aid to private organizations and explained the funding obligations.

Mr. Bollhoefer highlighted health insurance and a possible increase of 8 percent in January. He also spoke of how in the long term focusing on the wellness of employees does reduce our costs.

Mr. Bollhoefer highlighted some of the City's park projects.

Commissioner Olszewski suggested that staff look into the management and maintenance of the two City-owned pools being privatized rather than having that burden fall on the City. **Mr. Bollhoefer** agreed that this is a good solution if someone could be found to take it over.

Mr. Bollhoefer noted that the City's solid waste trucks are getting very old and need replacement. He wants to keep the old trucks as back-up and purchase a new rear and front loader.

Commissioner Olszewski commended staff's efforts on preparing the [proposed] budget. He addressed that the fund balance that is currently at 18 percent, which is at the 1999 level and the need to plan for the future. He asked if there is anything the City Manager thinks the City Commission should look at specifically. Also, he asked the City Manager if he has thought of looking at the general employee's pension plan for new employees to be in a defined contribution plan to control the expense. **Mr. Bollhoefer** responded that government pension costs probably are one of the biggest issues out there. When you change your plan from a defined benefit to a defined contribution for only new employees, you don't really start to see the savings for several years. You will eventually get to the point you are saving money and in twenty years you will have everybody on the plan and there would be

significant savings. The only place you really want to look at this option is your middle and senior management positions. When you hire for these positions, many of the best people will choose the organization that has pension benefits. Most governments are reluctant to make the change because if they are the only ones to change, they will be hurt during the hiring process.

Commissioner Olszewski stated his agreement that there would be no immediate savings but over time it would be a significant savings for the citizens. Is this worth exploring? **Mr. Bollhoefer** responded that if it is the desire of the City Commission staff he would be glad to take a look at it, but the best way is to have an actuary do a study. **Commissioner Olszewski** indicated he would like to see the study. **Mayor Pro Tem Buchanan** asked how much a study would cost. **Mr. Bollhoefer** responded that he could get estimates and bring them back to the City Commission.

Mayor Pro Tem Buchanan closed the budget workshop and convened the regular meeting at 7:17 p.m.

2. **APPROVAL OF MINUTES**

Motion by Commissioner Sharman to postpone the regular meeting minutes of August 9, 2012. Seconded by Commissioner Makin and carried unanimously 4-0.

3. **FIRST PUBLIC HEARING ON A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION**

- A. CDBG Funding Overview and Process was given by Economic Director Gerhartz.
- B. Mayor Pro Tem Buchanan opened the public comment session at this time.

Pat Primrose, Chairman of the CDBG Citizen Advisory Task Force came forward and stated that their task force met earlier today and they concluded that the housing grant is the most important grant to apply for Winter Garden.

Mayor Pro Tem Buchanan closed the public comment session.

At the request of Mayor Pro Tem Buchanan, the CDBG application consultant Fred Fox came forward and explained the different categories and the process.

Motion by Commissioner Olszewski to direct staff to proceed with the development of an application in the Housing Rehabilitation category for the CDBG application. Seconded by Commissioner Makin and carried unanimously 4-0.

Mayor Pro Tem Buchanan moved forward Regular Business Item G and called on Recreation Director Conn to come forward.

- G. **Recommendation to approve request to block Plant Street downtown, waive event fees, and approve event date of April 13 and 14, 2013 for Spring Fever in the Garden festival**

Mr. Conn stated that the Bloom N Grow Garden Society has requested permission to hold their thirteenth annual Spring Fever in the Garden event April 13 and 14, 2013. They have also requested that event fees be waived and any fees for staff to host the event.

Motion by Commissioner Olszewski to waive event fees and approve the Spring Fever in the Garden event on April 13 and 14, 2013. Seconded by Commissioner Sharman and carried unanimously 4-0.

4. **FIRST READING OF PROPOSED ORDINANCE**

A. **Ordinance 12-38**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, CREATING A NEW CHAPTER 19 OF THE CITY CODE TO BE ENTITLED FAIR HOUSING CODE; PROVIDING FOR A DECLARATION OF POLICY TO PROHIBIT DISCRIMINATION IN HOUSING ON THE BASIS OF RACE, COLOR, ANCESTRY, NATIONAL ORIGIN, RELIGION, SEX, MARITAL STATUS, FAMILIAL STATUS, HANDICAP OR AGE; PROVIDING DEFINITIONS; DESIGNATING AS UNLAWFUL CERTAIN DISCRIMINATORY PRACTICES IN THE SALE OR RENTAL OF HOUSING, AS WELL AS IN ADVERTISING IN CONNECTION THEREWITH, IN THE FINANCING OF HOUSING, AND IN BROKERAGE SERVICES RELATED TO EXCEPTIONS; PROVIDING FOR AN ADMINISTRATOR TO BE DESIGNATED BY THE CITY OF WINTER GARDEN AND PRESCRIBING THE GENERAL POWERS AND DUTIES OF SUCH ADMINISTRATOR, PRESCRIBING ACTION UPON A DETERMINATION OF PROBABLE CAUSE, AND AUTHORIZING THE PROMULGATION OF FORMS AND REGULATIONS; MAKING PROVISIONS FOR THE FILING OF COMPLAINTS AND RESPONSES THERETO, AND THE PROCESSING THEREOF BY THE ADMINISTRATOR; PROVIDING FOR ADDITIONAL REMEDIES; PROVIDING FOR PROHIBITING UNTRUTHFUL COMPLAINTS OR FALSE TESTIMONY; PROVIDING FOR PENALTIES FOR VIOLATION OF SUCH CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 12-38 by title only. Economic Development Director Gerhartz stated that this is a part of the groundwork required to apply for the CDBG grant. This is the fair housing ordinance that is required in order to be eligible for the grant. This ordinance creates a new Chapter 19 in the City's code and aligns the City code with Federal laws and guidelines as it relates to fair housing laws.

Motion by Commissioner Olszewski to approve Ordinance 12-38 with the second reading and public hearing being scheduled for September 13, 2012. Seconded by Commissioner Sharman and carried unanimously 4-0.

5. **SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

A. **Ordinance 12-34**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.897 ± ACRES

LOCATED AT 399 RAILROAD AVENUE AND AT 404 N. WEST CROWN POINT ROAD; AT THE SOUTHEAST CORNER OF RAILROAD AVENUE AND RAILROAD AVENUE AND AT THE SOUTHWEST CORNER OF RAILROAD AVENUE AND N. WEST CROWN POINT ROAD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- B. **Ordinance 12-35:** 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 0.897 ± ACRES OF LAND LOCATED AT 399 RAILROAD AVENUE AND AT 404 N. WEST CROWN POINT ROAD; AT THE SOUTHEAST CORNER OF RAILROAD AVENUE AND RAILROAD AVENUE AND AT THE SOUTHWEST CORNER OF RAILROAD AVENUE AND N. WEST CROWN POINT ROAD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- C. **Ordinance 12-36:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.897 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT 399 RAILROAD AVENUE AND AT 404 N. WEST CROWN POINT ROAD; AT THE SOUTHEAST CORNER OF RAILROAD AVENUE AND RAILROAD AVENUE AND AT THE SOUTHWEST CORNER OF RAILROAD AVENUE AND N. WEST CROWN POINT ROAD FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-1B SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 12-34, 12-35, and 12-36 by title only. Community Development Director Williams stated that the applicant has requested annexation, comprehensive plan designation and zoning. This has been reviewed by staff and the Planning and Zoning Board; both recommend approval of the annexation, comprehensive plan designation of low density residential and rezone the property to R1-B single family residential. There was no opposition at any of the meetings.

Mayor Pro Tem Buchanan opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Makin to adopt Ordinances 12-34, 12-35, and 12-36. Seconded by Commissioner Olszewski and carried unanimously 4-0.

- D. **Ordinance 12-40:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.405 ± ACRES LOCATED AT 12750 WEST COLONIAL DRIVE; ON THE SOUTH SIDE OF WEST

COLONIAL DRIVE EAST OF GILLARD AVENUE AND WEST OF PARTLOW DRIVE INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- E. **Ordinance 12-41:** 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 0.405 ± ACRES OF LAND LOCATED AT 12750 WEST COLONIAL DRIVE; ON THE SOUTH SIDE OF WEST COLONIAL DRIVE EAST OF GILLARD AVENUE AND WEST OF PARTLOW DRIVE FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- F. **Ordinance 12-42:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.405 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT 12750 WEST COLONIAL DRIVE; ON THE SOUTH SIDE OF WEST COLONIAL DRIVE EAST OF GILLARD AVENUE AND WEST OF PARTLOW DRIVE FROM ORANGE COUNTY C-3 COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 12-40, 12-41, and 12-42 by title only. Community Development Director Williams stated that the property owner of this 0.4 acre parcel is requesting annexation in order to obtain services from the City. They are requesting a commercial land use and it is located in the State Road 50 Overlay District with C-2 zoning. It has been reviewed by staff and the Planning and Zoning Board; both recommend approval. There has been no opposition at any of the public hearings.

Mayor Pro Tem Buchanan opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Sharman to adopt Ordinance 12-40, 12-41, and 12-42. Seconded by Commissioner Makin and carried unanimously 4-0.

- G. **Ordinance 12-37:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-186, DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 12-37 by title only. City Manager Bollhoefer stated that this is required by State law to change the City's definition of salary. The City really has no option in this matter and he recommended approval.

Mayor Pro Tem Buchanan opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Olszewski to adopt Ordinance 12-37. Seconded by Commissioner Sharman and carried unanimously 4-0.

6. **COMMUNITY DEVELOPMENT BLOCK GRANT MATTERS**

- A. **Resolution 12-13**: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA ADOPTING A POLICY RELATING TO THE CONTRACTING WITH SMALL, WOMEN-OWNED, MINORITY-OWNED AND/OR SECTION 3 BUSINESSES FOR USE IN ADMINISTERING COMMUNITY DEVELOPMENT BLOCK GRANTS; ADOPTING A POLICY RELATING TO THE EMPLOYMENT OF MINORITIES BY THE CITY OF WINTER GARDEN; PROVIDING DEFINITIONS; DEFINING AN ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE
- B. **Resolution 12-14**: ANTI-DISPLACEMENT AND RELOCATION POLICY OF THE CITY OF WINTER GARDEN
- C. **Resolution 12-15**: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA ADOPTING A POLICY RELATING TO COMPLAINT AND GRIEVANCE PROCEDURES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

City Attorney Ardaman read Resolutions 12-13, 12-14, and 12-15 by title only. Mr. Ardaman noted that the resolutions in the agenda packet are slightly different than the ones he read. He stated that the redline version has been distributed by staff which reflect some minor changes. Mr. Ardaman noted that these changes have been reviewed by the application consultant Fred Fox, who believes that these changes are consistent with the State's legal requirements. Most of the changes are not substantial but they do clean it up and make it consistent with the State guidelines and requirements of the grant.

Economic Development Director Gerhartz stated that all three resolutions lay the groundwork for the City to be eligible for a Community Development Block Grant. These resolutions must be adopted before the City makes application. These resolutions relate to the process the City has to follow should the City receive the grant.

Motion by Commissioner Makin to approve Resolutions 12-13, 12-14, and 12-15 as presented to the City Commission with changes recommended by the City Attorney. Seconded by Commissioner Olszewski and carried unanimously 4-0.

D. Consider adoption of a Citizens Participation Plan, Procurement Policy, and Housing Assistance Plan

City Attorney Ardaman noted that these three items are also required in order to process the [CDBG] application although they are not required to be approved tonight.

Economic Development Director Gerhartz stated that these are three items with the first being a Citizen Participation Plan that sets the guidelines for the Citizen Advisory Task Force appointed by the City Commission. It describes the process for community input and how meetings are to be advertised and noticed. The Procurement Policy and Housing Assistance Plan provide even more detail on the processes for hiring contractors and then the processes for a housing rehabilitation program.

Commissioner Buchanan asked how the citizens would be selected in the Citizens Participation plan. Mr. Fox responded that the Citizens Participation Plan spells out how you conduct the public hearings and appoint the taskforce. The procurement policy relates only to procurement utilizing CDBG funding. The Housing Assistance Plan goes into how the City would select the homes to be addressed and the extent of the rehabilitation.

City Manager Bollhoefer clarified that primarily the detail work would be done by Mr. Fox's organization. City staff would work with Mr. Fox, not the citizens. Mr. Fox explained that it is a plan on keeping the citizens involved in the process.

Commissioner Olszewski requested confirmation that the plans and policies had been reviewed by staff. Mr. Fox and Ms. Gerhartz responded that they have been reviewed by staff.

Motion by Commissioner Sharman to approve the Citizens Participation Plan, Procurement Policy, and Housing Assistance Plan as submitted. Seconded by Commissioner Makin and carried unanimously 4-0.

7. REGULAR BUSINESS

- A. **Resolution 12-12:** A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, REQUESTING FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA A NON-EXCLUSIVE EASEMENT UNDER, OVER, AND UPON A PORTION OF THE WEST ORANGE TRAIL FOR THE PURPOSES OF ACCESS, DRAINAGE, UTILITIES, ROADWAY, AND OTHER PUBLIC USES, PROVIDING FOR AN EFFECTIVE DATE (Oakland Park Trail Easement Acceptance)

Community Development Director Williams stated that this is a resolution to support granting this easement to Oakland Park. He noted that we as the local government have to request and support this easement for one of their roads crossing the trail with their

utilities. This has been done in the past and the project is approved for several crossings. Therefore, staff recommends approval.

Commissioner Sharman inquired of the timeline that the trail would be closed. John Rinehart, 15241 East Oakland Avenue, Oakland, Florida, replied that this is for a crossing that has not yet been designed but is in the plan. In February, an amendment to the Oakland Park plan development was approved and this is to access the property that is immediately north of the Tilden estate home.

Commissioner Makin asked if instead of coming around the back of the home where the cul-de-sac is located and cutting that road to the piece of property, they will access it from the north. Mr. Rinehart responded yes.

Commissioner Olszewski asked Mr. Williams if there has been any aversion. Mr. Williams responded no; procedurally the City must support it or it would not happen.

Commissioner Makin expressed that he thought it would be the best way to go instead of cutting into the cul-de-sac. Mr. Williams agreed.

Motion by Commissioner Sharman to approve Resolution 12-12. Seconded by Commissioner Makin and carried unanimously 4-0.

B. Recommendation to approve amendment to Oakland Park Development Agreement

Community Development Director Williams stated there was a recent change approved to the development plan and as part of that their commitment to the improvements at the intersection of Plant Street, Oakland Avenue and Tildenville School Road, this agreement memorializes the commitment and percentages of their share of the intersection improvements. It is based on their share of the traffic that is impacting the intersection at various sections of the intersection. Staff recommends approval.

Motion by Commissioner Makin to approve the amendment to the Oakland Park development agreement as submitted. Seconded by Commissioner Olszewski and carried unanimously 4-0.

C. Recommendation to approve Hickory Hammock Development Agreement

Community Development Director Williams stated that Hickory Hammock is a project that has been impacted by the economy and has been dormant. The current owner has some type of contractual arrangement to sell it to MI Homes and Ryland. This agreement is memorializing, changing, and firming up some of the commitments that the older project has so that the current owner, the new owner, and the City will have a clear understanding of who is responsible for what improvements. This does include the two year bond for improvements. This agreement will allow the project to move forward but additional changes to the land use plan are anticipated.

Commissioner Olszewski asked if the City Commission would be approving something that the potential new owners would favor. Mr. Williams replied yes they have been involved in all of these negotiations. The agreement will run with the land so if purchased they are saying that they agree with these conditions.

Motion by Commissioner Sharman to approve the Hickory Hammock Developer's agreement as submitted. Seconded by Commissioner Makin and carried unanimously 4-0.

D. Recommendation to approve Waterside on John's Lake Development Agreement

Community Development Director Williams stated that this is the new project for which the City Commission has seen the zoning and comprehensive plan amendments over the last twelve months for Centerline's Properties Waterside project. This agreement memorializes all of their obligations to the City for utilities, extensions, sewer, water, reuse lines, and other improvements. It is the same type of agreement that keeps the City out of the mix should something happen between the three developers. The agreement allows them to handle those issues privately between themselves rather than having the City involved. Staff recommends approval.

Commissioner Olszewski asked if the legal aspects are out of this or is this protecting the City. Mr. Williams replied that this has nothing to do with the lawsuit that is ongoing with the adjacent property owner.

City Attorney Ardaman clarified that this development is being challenged in current litigation but the developer has chosen to move forward at their risk.

Motion by Commissioner Makin to approve Waterside on John's Lake Development Agreement as submitted. Seconded by Commissioner Olszewski and carried unanimously 4-0.

E. Recommendation to approve extending the Rural Metro ambulance service contract for one year *(This item was postponed to September 13, 2012.)*

F. Recommendation to approve the consultant agreement to review the financial feasibility of the City providing ambulance service *(This item was postponed to September 13, 2012.)*

G. Recommendation to approve request to block Plant Street downtown, waive event fees, and approve event date of April 13 and 14, 2013 for Spring Fever in the Garden festival *(This item was covered earlier in the meeting.)*

8. **MATTERS FROM CITIZENS** – There were no items.

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

10. **MATTERS FROM CITY MANAGER**

A. City Manager Employment Agreement (*This item was postponed to September 13, 2012.*)

11. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Olszewski thanked City staff members Jay Conn and Sebrenia Brown for their efforts at the Unity in the Community event at Zanders Park in East Winter Garden. He also thanked Anthony Peterson for his work and leadership.

Commissioner Olszewski commended the Winter Garden Police and Fire Departments for an outstanding National Night Out held at the Winter Garden Village at Fowlers Grove.

Commissioner Olszewski thanked the City staff for all their efforts and the Commission serves staff as much as the residents so if there is anything he can do just let him know. He gave a special thanks to Assistant City Clerk Angee Grimage for her service in the City Clerk's office and covering tonight's meeting.

The meeting adjourned at 7:57 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Kathy Golden, CMC

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: **September 4, 2012** **Meeting Date: September 13, 2012**

Subject: Waterside on Johns Lake Phase II
Ordinance 12-44 Rezoning to UVPUD
Marsh Road (105.68 +/- Acres)
Parcel ID# 06-23-27-0000-00-002
Parcel ID# 06-23-27-0000-00-004
Parcel ID# 06-23-27-4288-08-211
Parcel ID# 06-23-27-4288-08-321
Parcel ID# 06-23-27-4272-00-030

Issue: Applicant is requesting to rezone 105.68 +/- Acres of land. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation NZ, which means that the property has not yet been zoned since it was annexed into the City of Winter Garden in September 2007. The subject property is designated Urban Village on the Future Land Use Map of the Comprehensive Plan.

Discussion:

City staff recommends approval of the proposed Ordinance. Rezoning the subject property from City NZ to City UVPUD is consistent with the Code of Ordinances, the Future Land Use Map, the City's Comprehensive Plan, and the surrounding property uses. (See attached Staff Report).

Recommended Action:

Staff recommends approval of the first reading of Ordinance 12-44, rezoning of 105.68 +/- acres located on Marsh Road from City NZ to City UVPUD with second reading and adoption on September 27, 2012.

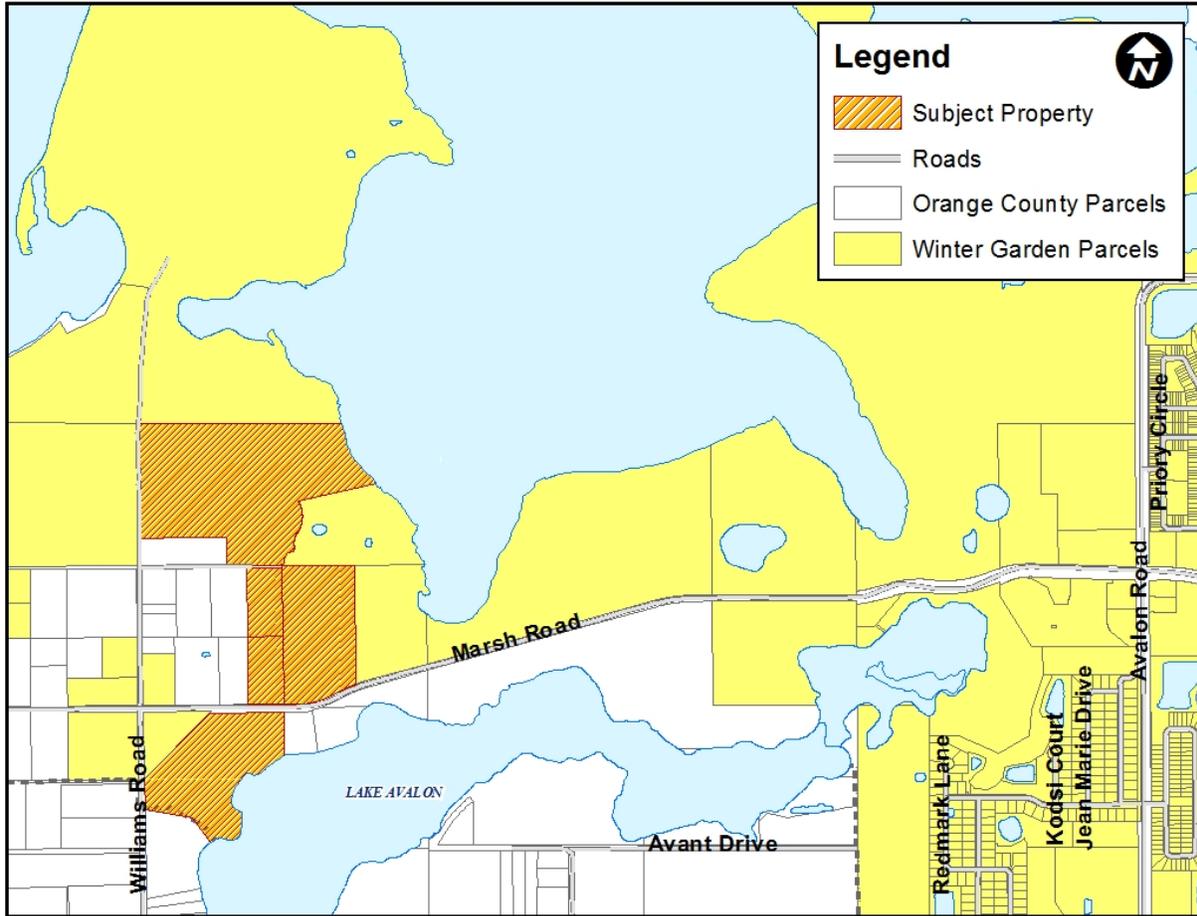
Attachments/References:

Location Map
Ordinance 12-44
Staff Report

LOCATION MAP

Ordinance 12-44

Waterside on Johns Lake Phase II UVPUD



ORDINANCE 12-44

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 105.68 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF WILLIAMS ROAD AND WEST OF AVALON ROAD(CR 545) ON THE NORTH AND SOUTH SIDE OF MARSH ROAD, AT 17201, 17301 AND 17310 MARSH ROAD AND 1751 WILLIAMS ROAD, FROM NO ZONING (NZ) TO URBAN VILLAGE PLANNED UNIT DEVELOPMENT (UVPUD); PROVIDING FOR CERTAIN UVPUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE WATERSIDE ON JOHN'S LAKE PHASE 2 URBAN VILLAGE PUD; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Owner(s) of real property generally described as approximately 105.68 ± acres of certain real property generally located east of Williams Road and west of Avalon Road (CR 545) on the north and south side of Marsh Road, at 17201, 17301 and 17310 Marsh Road and 1751 Williams Road in Winter Garden, Florida, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), desire to rezone their property from No Zoning (NZ) to Urban Village Planned Unit Development (UVPUD); and

WHEREAS, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the adoption of this Ordinance and the proposed UVPUD and development of the Property is consistent with the City of Winter Garden Comprehensive Plan, the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden, and the City of Winter Garden Code of Ordinances; and

WHEREAS, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to Urban Village Planned Unit Development (UVPUD) contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances; and

WHEREAS, on September 25, 2012, the School Board of Orange County, Florida approved the transfer of two-hundred thirty-five (235) owner capacity credits from Capacity Enhancement Agreements (CEAs) owned by SSP1, LLC to the McKinnon Property and Edwards South Property (Centerline Homes); and

WHEREAS, sixty-five (65) owner capacity credits from Capacity Enhancement Agreements (CEAs) owned by Thomas J. Karr, Jr. have been transferred to the McKinnon Property and Edwards South Property (Centerline Homes), therefore;

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

SECTION 1: Rezoning. The above “Whereas” clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of the Property, as described in Exhibit “A” attached hereto, is hereby rezoned from No Zoning (NZ) to Urban Village Planned Unit Development (UVPUD) in the City of Winter Garden, Florida subject to the following conditions, provisions and restrictions:

- a. **Conceptual Plan-** All development on the Property must substantially conform to the requirements identified in the Waterside on John’s Lake Phase 2 Urban Village Planned Unit Development Preliminary Plan attached hereto as Exhibit “B.” Should any conflict be found between this Ordinance and the Waterside on John’s Lake Phase 2 Urban Village Planned Unit Development Preliminary Plan attached hereto as Exhibit “B”, then the standards and conditions established by this Ordinance shall control.
- b. **Zoning-** Unless specifically noted elsewhere in Exhibit “B” attached hereto, all residential development on the Property must comply with the general zoning requirements of the R-1 Single Family Residential District for any structures, including but not limited to swimming pools, screen rooms, accessory structures and buildings, that are developed on the Property.
- c. **JPA-** Unless specifically noted elsewhere in Exhibit “B” attached hereto, all development of the Property must conform to the requirements of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden dated January 24, 2007.
- d. **Design Criteria/Architectural Standards-**
 1. **Lot Size-** Minimum lot width shall be 40 feet.
 2. **Building Height-** Maximum building height shall be 35 feet.
 3. **Minimum Living Area-** Minimum living area for each residential unit shall be 1,300 square feet.
 4. **Signage-** All signage shall be reviewed and permitted by the City of Winter Garden. All proposed signage, with the exception of street and traffic signs, shall be submitted for review and approval as part of the Development Agreement for the Property.
 5. **Setbacks and Required Yards-**

- 40 foot wide lots: side yard setbacks shall be no less than 5 feet with the condition that the location of mechanical equipment including, but not limited to, AC units, pool equipment, water filtration systems, gas tanks, propane tanks, and any other utility or service equipment shall be alternated to ensure that only one set of said mechanical equipment be located between any two buildings; side yard setbacks on the street side of corner lots shall be no less than 15 feet; rear yard setback shall be no less than 5 feet; and front yard setback shall be no less than 10 feet. Any landscaping or fencing installed within the 5 foot side yard setback shall be designed and constructed so as not to interfere with any easement function and is prohibited from being located adjacent to mechanical equipment.
- 55 foot wide lots: side yard setbacks shall be no less than 7.5 feet; side yard setbacks on the street side of corner lots shall be no less than 20 feet; rear yard setback shall be no less than 5 feet; and front yard setback shall be no less than 25 feet except where the garage is recessed 5 feet behind the primary front façade or garage is designed as a side entry garage then the front set back shall be no less than 20 feet. Any landscaping or fencing installed within the 7.5 foot side yard setback shall be designed and constructed so as not to interfere with any easement function.

6. **Common Recreation and Open Space-**

The Property is located within the Resource Protection Overlay, and in compliance with the City of Winter Garden Comprehensive Plan Future Land Use Element Policies 1-3.1.7 and 1-3.1.8 will provide no less than 25% Wekiva Study Area Open Space.

To the greatest extent possible, 5% of the developable area of the Property shall be set aside for active, dry-land recreational use. In the event that this requirement cannot be met wholly or in part, then a financial contribution in accordance with Chapter 110, Article V, Division 2 of the City Code of Ordinances shall be made to the City Recreation Fund to fulfill the requirement.

7. **Parking-**

- Required parking may be provided by use of garage or driveway areas.
- There shall be a minimum of two (2) on-site parking spaces provided for each single family residential dwelling units. "Live/work" units and any single family residential dwelling unit which also contains a "granny flat" as described in the Waterside on John's Lake Phase 2 Urban Village Planned

Unit Development Preliminary Plan attached hereto as Exhibit "B" shall provide for one (1) additional on-site parking space.

8. Live/Work Units- A live/work unit shall be defined as a single family dwelling unit consisting of both a residential and business/office component that is occupied by the same resident. A live/work unit shall be the primary dwelling of the occupant.

- The following are the permitted uses for the business component of live/work units: accountants, architects, artists and artisans, attorneys, computer software and multimedia related professionals, consultants, engineers, graphic design, fashion and interior design, hair stylists and cosmetologists, home-based office workers, insurance, real estate, travel agent, one-on-one instructors, photographers, and other business/office uses as are determined by the City Manager of the City of Winter Garden to be similar with the foregoing list of permitted uses and compatible with surrounding uses.
- Residential and business component of a live/work unit must be occupied by the same tenant, and no portion of the live/work unit may be rented or sold separately.
- Residential uses are permitted above, to the side or in back of the business component provided that this is internal access between the residential and business spaces.
- The business component shall be restricted to the primary structure and shall not be conducted in the yard, garage, or any accessory structures.
- The business component shall not detract from, or otherwise be a nuisance to, the residential character or appearance of the dwelling units.
- Signage for the business component of the live/work unit shall be limited to one (1) sign permanently affixed to the door or wall of the business component and shall not exceed 2 square feet of copy area
- All advertising for business component shall clearly state "by appointment only" if the live/work address is used.
- The total number of business uses at one live/work unit shall not be limited, except that the cumulative total impact of all such business uses shall not exceed the limits set forth in this section for a live/work unit.
- The external access for the business component shall be oriented to the street and have at least one external entrance/exit from the living space. Access to the business

component of each live/work unit shall be clearly separate from the common walkways or entrances to the other residential unit within the development, or other residential units in adjacent development.

- The business component of the live/work unit shall not generate vehicular traffic, in excess of normal residential traffic, that will interfere with residential traffic circulation and shall not cause more than three vehicles including vehicles used by customers, vendors, and/or delivery services to visit the premises per day.
- The live/work units shall be required to provide parking in accordance with Chapter 118, Article VIII of the City of Winter Garden Code of Ordinances.
- The business component of the live/work unit shall not generate external noise, odor, glare, vibration or electrical interference detectable to the normal sensory perception by adjacent neighbors; and shall be prohibited from storing explosive, toxic, combustible or flammable materials in excess of that permitted as incidental to normal residential use on the premises.
- Habitation and/or operation of business uses in the ground floor of the garage are prohibited.
- The following are the prohibited uses for the business component of live/work units: retail sale of food and/or beverages with customers arriving on-site (this does not include internet sales, mail order or off-site catering preparation); entertainment, drinking and public eating establishments; veterinary services including grooming, boarding and/or the breeding or care of animals for hire and/or for sale; any business which involves the use of prescription drugs; adult-oriented businesses, astrology, palmistry, massage, head shops and similar uses; sales, repair and/or maintenance of vehicles including automobiles, boats, motorcycles, aircraft, trucks and/or recreational vehicles; private and/or trade schools.

e. Staff Conditions- All development on the Property must comply with the following conditions:

1. The Property will be constructed in three (3) phases of development with a total of 296 single-family residential dwelling units and 17 live/work single-family residential units. The main entrance on Marsh Road will be constructed with the first phase of development;

access points to the north portion of the Property from Williams Road and improvement to Williams Road shown on Exhibit "B" will be constructed with the third phase of development. Roadway improvements for access to the Property from Marsh Road, including turn lanes and roundabout, are the responsibility of the Owner. The design requirements of the roundabout are subject to review and approval of the City Engineer.

2. The portion of the Property located south of Marsh Road, identified as Phase B on Exhibit "B", abuts the unincorporated Orange County Avalon Rural Settlement Area. In accordance with the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden there shall be an open space/landscaped buffer 100 feet in width along all portions of the Property which abut the Avalon Rural Settlement Area and the residential density for property located within 500 feet of the Avalon Rural Settlement Area shall be limited to a maximum of 3 dwelling units per acre.
3. Permits or exemptions are required from SJRWMD (stormwater) and FDEP (water, wastewater, NPDES) prior to construction.
4. Fifty (50) percent of all required water and sewer impact fees shall be paid prior to City execution of FDEP permits and issuance of building permits. Provide flow calculations for Utility Department verification of impact fees. Final plans will not be approved for construction until utility impact fees have been paid and FDEP permits have been issued.
5. 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.
6. No fill or runoff will be allowed to discharge onto adjacent properties without the necessary easements; existing drainage patterns shall not be altered. Provide erosion control plan prior to issuance of building permit. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 – Stormwater of the City of Winter Garden Code of Ordinances.

7. Once the plans are approved, a preconstruction meeting is required prior to any commencement of construction. The applicant shall pay all engineering review and inspection fees at the preconstruction meeting prior to construction. Provide certified engineer's cost estimate or executed construction contract as basis of inspection fees (2.25%).
8. The City of Winter Garden is not authorizing or approving drainage discharges onto private property or property owned or controlled by others, including by way of any development order or permit issued. 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. Maintenance of on-site or off-site drainage improvements will be the responsibility of the Owner, not the City.
9. Providing positive drainage within the site is the responsibility of the Design Engineer. The City will not maintain any portion of the on-site drainage systems or parking lot(s).
10. If approval is granted by the City of Winter Garden, it does not grant authority to enter, construct or otherwise alter the property of others, nor does it waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
11. Boat docks, piers, and any other shoreline improvements are subject to the approval and permitting processes of the City of Winter Garden and the Florida Department of Environmental Protection. Boat docks, piers, and/or any other shoreline improvements are not guaranteed along John's Lake or Lake Avalon; each lakefront portion of the Property will be reviewed individually based on configuration and other physical characteristics.
12. Required setbacks from Karst feature located west of the Property shall not be encroached upon and shall be maintained in compliance with the Wekiva Protection Act and the City of Winter Garden Comprehensive Plan.
13. No permits shall be issued for the Property until the location of reuse and potable water pumping stations/storage tanks is established. The location of the reuse and potable water pumping

station /storage tanks shall be specifically identified within the Developer's Agreement for the property.

SECTION 2: *General Requirements.*

- a. **Development Agreement-** A Developer's Agreement shall be drafted, approval obtained and recorded prior to approval of Preliminary Plat of the Property. The Developer's Agreement shall address matters to include, but not limited to, project phasing, potable water, sewer and reclaimed water utilities extension and oversizing requirements, location of reuse and potable water pumping stations/storage tanks, right-of-way improvements and conveyances, other off-site public infrastructure improvements, lift station, transportation/roadway system, and impact fees.
- b. **Stand Alone Clause-** Each phase of development of the Property must operate as an individual unit in that each particular phase will be able to stand-alone in the event that no other phase is developed.
- c. **Land Development Approvals and Permits-** This Ordinance does not require the City to issue any permit or approval for development, construction, preliminary plat, final plat, building permit, or other matter by the City relating to the Property or the project or any portion thereof. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures set forth in the City's Code of Ordinances and subject to this Ordinance.
- d. **Amendments-** Minor amendments to this Ordinance will be achieved by Resolution of the City Commission of the City of Winter Garden. Major amendments to this Ordinance will require approval of the City Commission of the City of Winter Garden by Ordinance.
- e. **Expiration/Extension-** Expiration of this UVPUD shall be governed in accordance with Section 118-830, City of Winter Garden Code of Ordinances. Time extensions may be granted in accordance with Section 118-829, City of Winter Garden Code of Ordinances.

SECTION 3: *Zoning Map.* The City Planner is hereby authorized and directed to amend the Official Winter Garden Zoning Map in accordance with the provisions of this ordinance.

SECTION 4: *Non-Severability.* Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

SECTION 5: *Effective Date.* This Ordinance shall become effective upon adoption at its second reading.

FIRST READING AND PUBLIC HEARING: _____ , 2012.

SECOND READING AND PUBLIC HEARING: _____ , 2012.

ADOPTED this _____ day of, _____ , 2012, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

Exhibit "A"

LEGAL DESCRIPTION (TITLE COMMITMENT NO. 50116-1062-2732708)

PARCEL 1:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA

LESS AND EXCEPT

- A) THAT PART CONVEYED IN BOOK 9979, PAGE 3623, PUBLIC RECORDS OF ORANGE COUNTY.
- B) BEGINNING AT A POINT 60 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, GO EAST 473 FEET; THENCE NORTH 196.5 FEET; THENCE WEST 473 FEET; THENCE SOUTH 196.5 FEET TO THE POINT OF BEGINNING.
- C) BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, GO EAST 816 FEET THENCE NORTH 256.5 FEET; THENCE WEST 343 FEET THENCE; SOUTH 196.5 FEET; THENCE WEST 473 FEET; THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH, THE FOLLOWING EASEMENT RIGHTS:

- A) GRANT OF EASEMENT BY AND BETWEEN MCKINNON CORPORATION AND MAURICE M. BOYD, GRANTORS, AND ELIZABETH MCKINNON NELSON AND MCKINNON GROVES, GRANTEES, RECORDED JANUARY 28, 1998 IN BOOK 5404, PAGE 3725; AND AMENDED AND RESTATEMENT OF GRANT OF EASEMENT BY AND BETWEEN MCKINNON CORPORATION, GRANTOR, AND MARK THOMAS NELSON AND ELIZABETH MCKINNON NELSON AND MCKINNON GROVES, GRANTEES, RECORDED DECEMBER 22, 2009 IN BOOK 9979, PAGE 3615; AND
- B) EASEMENT RETAINED AND RESERVED IN WARRANTY DEED RECORDED APRIL 18, 2002 IN BOOK 6505, PAGE 5671.

PARCEL 2:

BEGINNING 30 FEET NORTH OF THE SOUTHWEST CORNER OF THE FRACTIONAL EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ON THE NORTH BOUNDARY OF COUNTY ROAD; RUN THENCE NORTH TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE EAST 660 FEET; THENCE SOUTH TO THE NORTH BOUNDARY OF COUNTY ROAD; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID NORTH BOUNDARY OF COUNTY ROAD TO THE POINT OF BEGINNING.

PARCEL 3:

THE EAST 1/2 OF LOT 21H, LAKE AVALON GROVES REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 81, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 4:

THE EAST 1/2 OF LOT 32H, LAKE AVALON GROVES REPLAT, AS SHOWN BY PLAT BOOK H, PAGE 81, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS SOUTH 15 FEET FOR ROAD RIGHT OF WAY.

Exhibit "B"

COVER PAGE

URBAN VILLAGE PLANNED UNIT DEVELOPMENT PRELIMINARY PLAN

WATERSIDE ON JOHNS LAKE PHASE 2

REVISED AUGUST 2012

(12 PAGES - ATTACHED)



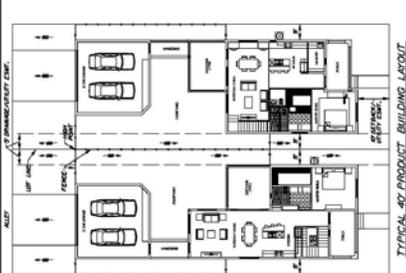
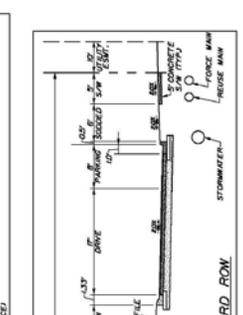
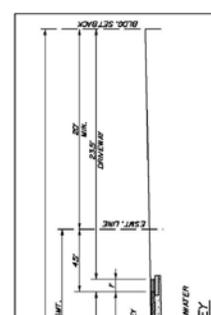
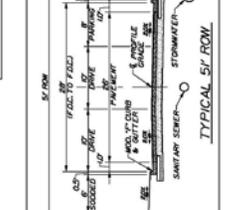
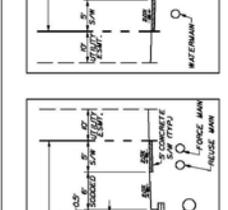
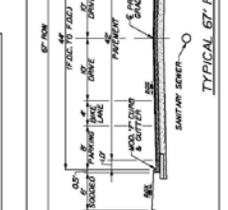
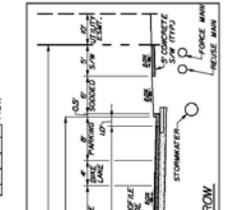
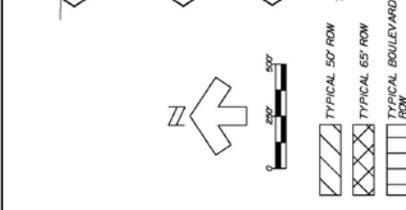
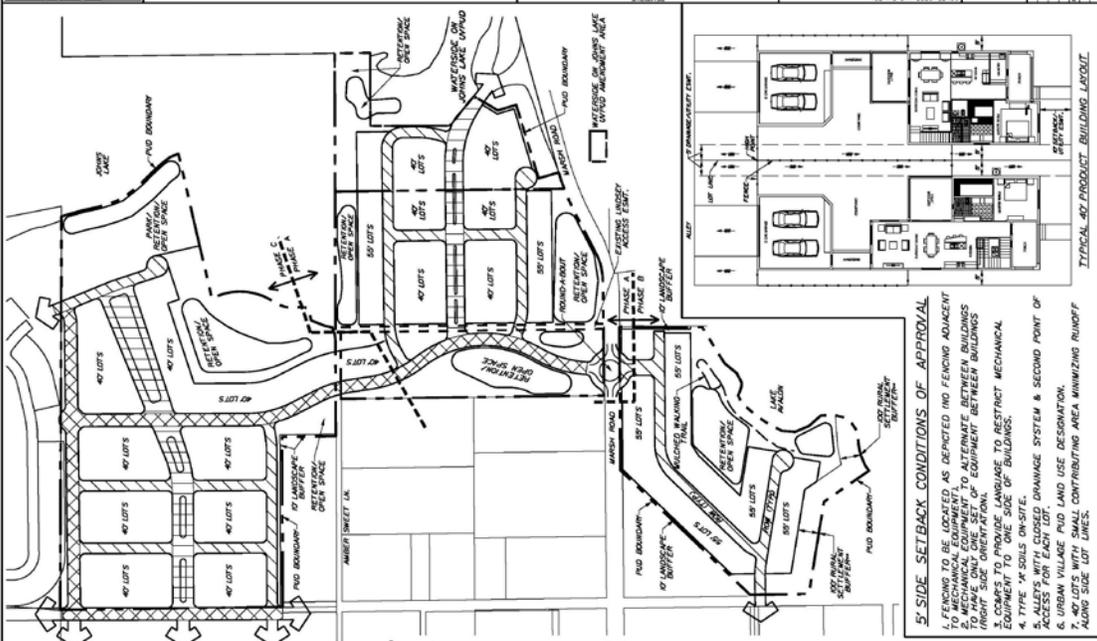
**BOWYER
SINGLETON**
FLORIDA

URBAN VILLAGE PUD
TYPICAL SECTIONS
MCKINNON CORP PROPERTY PUD

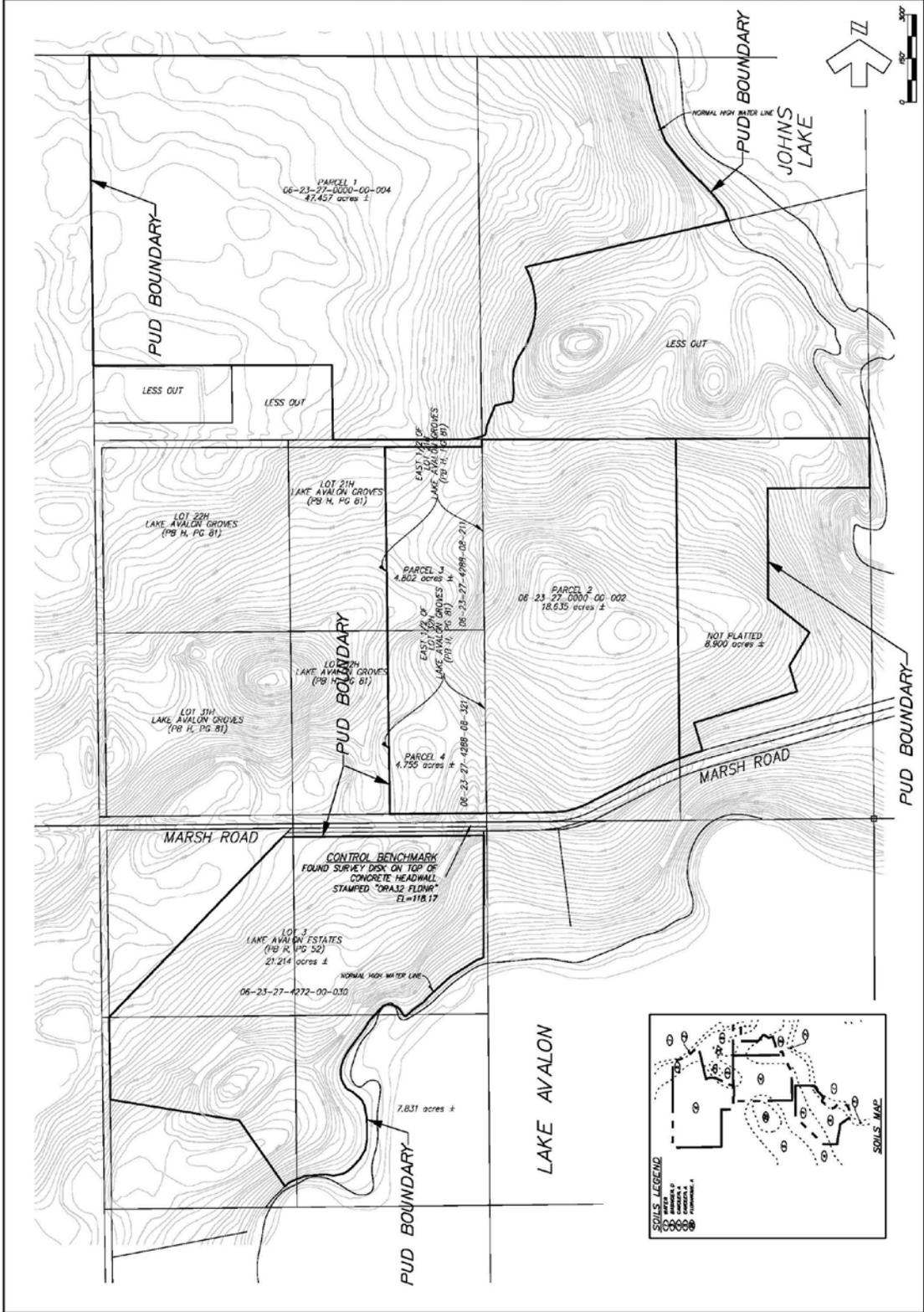
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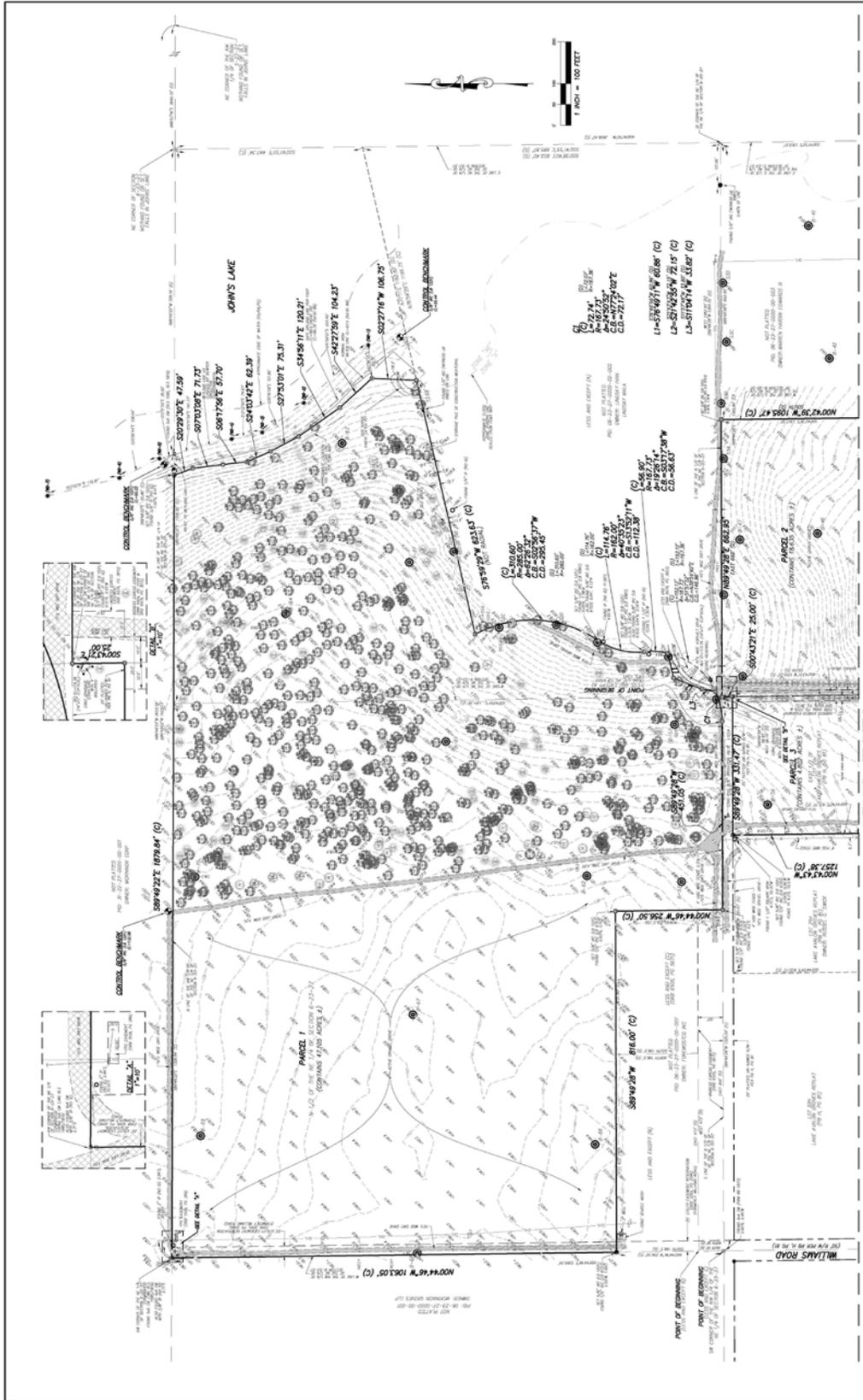
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CONTRACTOR: MCKINNON CORP.
PROJECT: URBAN VILLAGE PUD
SHEET: 12 OF 23

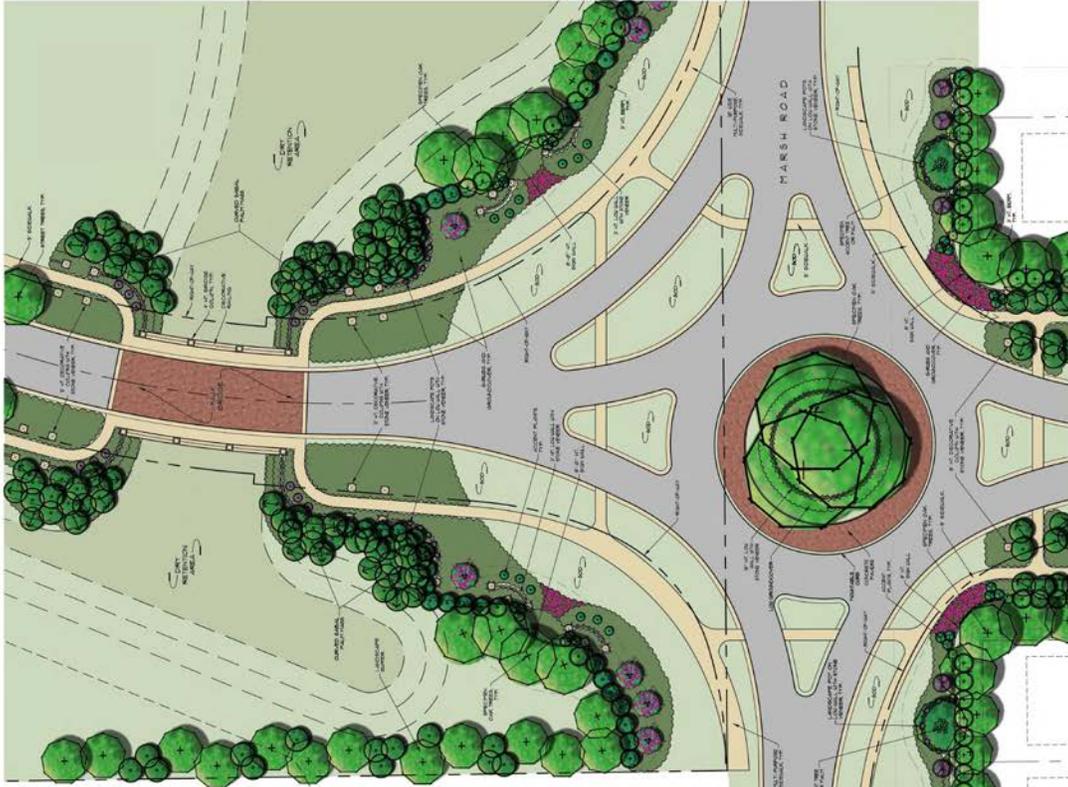


- 5' SIDE SETBACK CONDITIONS OF APPROVAL**
1. FENCING TO BE LOCATED AS DEPICTED AND FENCING ADJACENT TO MECHANICAL EQUIPMENT TO ALTERNATE BETWEEN BUILDINGS TO HAVE ONLY ONE SET OF EQUIPMENT BETWEEN BUILDINGS.
 2. COMPACTS TO PROVIDE LANGUAGE TO RESTRICT MECHANICAL EQUIPMENT TO ONE SIDE OF BUILDINGS.
 3. TYPE 'X' SOILS ON-SITE.
 4. ALLEYS WITH CLOSED DRAINAGE SYSTEM & SECOND POINT OF URBAN VILLAGE PUD LAND USE DESIGNATION.
 5. URBAN VILLAGE PUD LAND USE DESIGNATION.
 6. URBAN VILLAGE PUD LAND USE DESIGNATION.
 7. 40' LOTS WITH SMALL CONTRIBUTING AREA MINIMUMZING ROOFTOP ALONG SIDE LOT LINES.





DATE		REVISION		DRAWN		CHECKED	
PROJECT NO. EDMO-03				FIELD DATE 05/24/23			
SCALE 1" = 100'				APPROVAL BY: [Signature] DATE: 05/24/23			
PROJECT NO. EDMO-03				FIELD DATE 05/24/23			
SCALE 1" = 100'				APPROVAL BY: [Signature] DATE: 05/24/23			
A PORTION OF SECTIONS 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST ORANGE COUNTY, FLORIDA							
PLAT OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY FOR CENTERLINE HOMES INVESTMENTS, INC.							
MATCH LINE - SEE SHEET 3							



WATERSIDE ON JOHNS LAKE

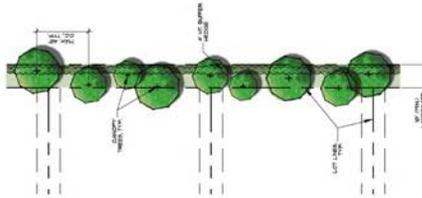
UNIVERSITY GARDEN EGRESS
PHASE II CONCEPTUAL ENTRY SITE PLAN



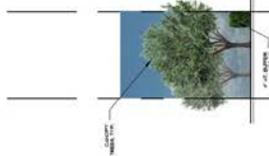

JAMES HANSEN ARCHITECTS, INC.
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1100
 WWW.JHANSENARCHITECTS.COM

PREPARED FOR CENTERLINE NOTES
 JUNE 7, 2017
 REV 17, 6/28/17, 8/12

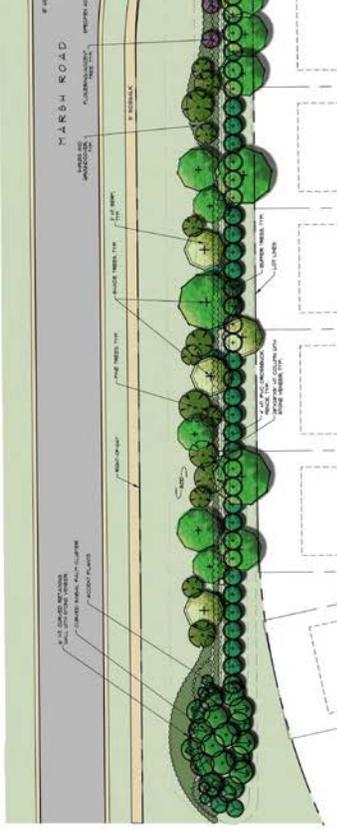
0' 30' 30' 45'
 NORTH

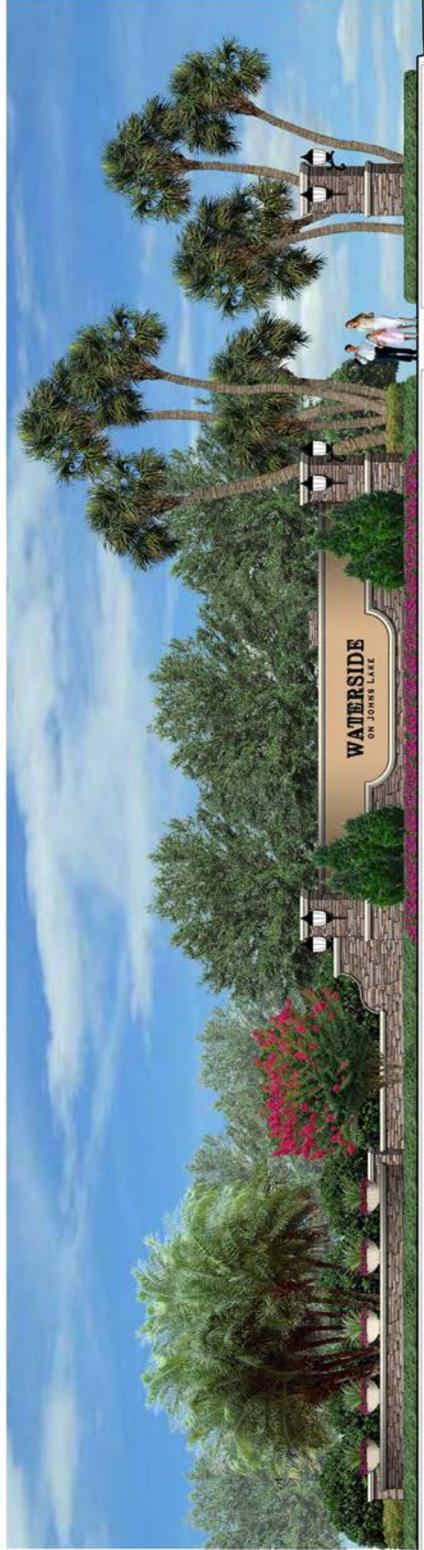


A TYPICAL TEN FOOT BUFFER PLAN VIEW
SCALE: 1/8"=1'-0"



B TYPICAL TEN FOOT BUFFER SECTION VIEW
SCALE: 3/8"=1'-0"





Phase II South Entry Elevation

Waterside on Johns Lake
 Winter Garden, Florida

Centerline Homes

LANDSCAPE ARCHITECTURE
 11000 W. US Highway One
 Suite 1000
 Palm Beach Gardens, FL 33418
 Parker-Yannette
 Telephone: (561) 747-0600
 Fax: (561) 747-0641
 Email: landsc@py.com
 8/9/12



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40' Wide Lots: Sample Streetscape
Waterside on John's Lake, Winter Garden, FL

CANN ASSOCIATES
urban planning • landscape architecture • architectural design
500 Alamy Avenue, Orlando, Florida 32801 407.427.0000
05.02.12 CA Job No.: 820000

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

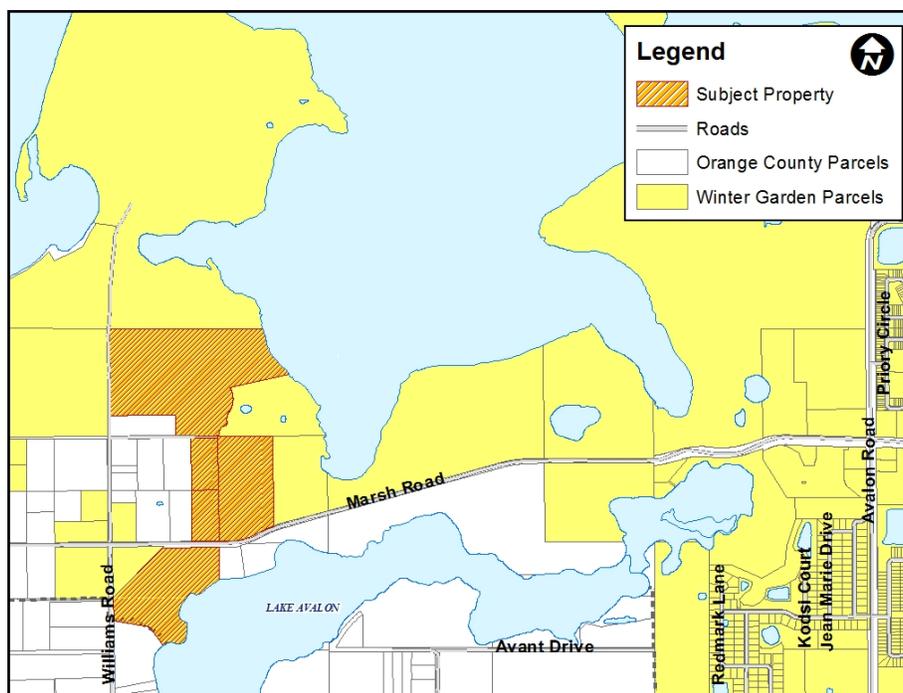
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: LAURA SMITH, SENIOR PLANNER
DATE: SEPTEMBER 6, 2012
SUBJECT: REZONING (ORDINANCE 12-44)
Marsh Road (105.68+/- ACRES)
Parcel ID# 06-23-27-0000-00-002 **Parcel ID# 06-23-27-0000-00-004**
Parcel ID# 06-23-27-4288-08-211 **Parcel ID# 06-23-27-4288-08-321**
Parcel ID# 06-23-27-4272-00-030

APPLICANT: MAURICE M. BOYD, WARREN HARDIN EDWARDS, III,
MCKINNON CORPORATION & MCKINNON GROVES, LLLP

INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Land Development Regulations, Comprehensive Plan, and Future Land Use Map. The subject property, located on Marsh Road east of Williams Road and west of Avalon Road, is approximately 105.68± acres. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to rezone 105.68± acres of land. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation NZ, which means that the property has not yet been zoned since it was annexed into the City of Winter Garden in September 2007. The subject property is designated Urban Village on the Future Land Use Map of the Comprehensive Plan.

EXISTING USE

The portion of the subject property located on the north side of Marsh Road is presently used for Timberland & Orange Groves and does not contain any structures, the portion of the property located south of Marsh Road is vacant unimproved land which is not used for a specific agricultural purpose and does not contain any structures.

ADJACENT LAND USE AND ZONING

The properties located to the north consist of a Single Family residence zoned NZ in the City and agricultural land use for Timberland and Orange Groves zoned NZ in the City. The property located to the east is vacant land that consists of one Single-Family Residential home and the remainder of the property is agricultural use (Timberland & Orange Grove), this property was recently rezoned for 172 single-family dwelling units to UVPUD in the City. The properties to the west include a property used for Orange Groves zoned NZ in the City, and several properties zoned A-1 in unincorporated Orange County each containing a single-family residential structure. The property to the south is zoned A-1 in unincorporated Orange County and contains a single-family residential structure.

The surrounding properties to the north, east, and west are all located within the JPA expansion area as adopted by the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden. Additionally, the subject property as well as many of the surrounding properties (a total of 596 acres) were annexed into the City of Winter Garden by Ordinance 07-34. At the time the properties were annexed into the City they were not assigned zoning or future land use designation in the City of Winter Garden. Subsequently, as part of the EAR based amendments to the City's Comprehensive Plan which were adopted in 2010, the subject property and surrounding properties (a total of 642.73 acres) were assigned a future land use designation of Urban Village on the Future Land Use Map of the City's Comprehensive Plan.

The surrounding properties to the south are not within the JPA expansion area, but are located within the Avalon Rural Settlement Area in unincorporated Orange County. As stipulated by the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden, buffering and density limitations must be exercised where properties located within the JPA expansion area adjoin properties that are located in the Avalon rural settlement.

PROPOSED USE

The applicant proposes to develop the 105.68 ± acre site into an urban village planned unit development (UVPUD) of 296 single family homes and 17 single-family live/work units for a total of 313 dwelling units.

APPROVAL CRITERIA

In accordance with the City's Comprehensive Plan and Land Development Regulations, a proposed planned unit development and its associated preliminary development plan may be approved only after competent, substantial evidence has been presented which allows the following determinations to be made: (staff conclusions/findings are underlined)

- (1) The proposed PUD is consistent with the land development regulations, comprehensive plan and the future land use map;

The proposed UVPUD is consistent with the land development regulations, comprehensive plan, and the future land use map. See other portions of this report concerning consistency with the land development regulations.

- (2) The proposed PUD will not substantially devalue or prevent reasonable use and enjoyment of the adjacent properties;

The proposed UVPUD project will not deprive or prevent adjacent property owners of any rights or abilities to enjoy or continue existing uses of their property or to develop their property in accordance with the city's land development regulations and comprehensive plan goals, objectives, and policies. Further, in accordance with land development regulations and the comprehensive plan, the proposed UVPUD will provide for adequate buffering against adjoining properties and rights-of-way in the form of either landscaping to create a visual screen and/or perimeter walls/fencing.

- (3) Adequate public infrastructure facilities and water and sewer service to support the development of the proposed PUD are available or an agreement or binding conditions have been established that will provide these facilities, improvements and services in a reasonable time frame;

The proposed UVPUD site has several dirt and/or gravel driveway points of transportation access at this time due to the predominantly agricultural use of the property. However, at such time as the property is developed as proposed by the applicant then additional transportation access would be provided in the form of a round-a-bout at the main entrance on Marsh Road, four (4) secondary access points will be provided along Williams Road to provide multiple points of entry and exit to the future residents and ensure cross access connections to the adjoining properties located to the west of the proposed development, and a cross connection on the east side of the property will be provided to connect the propose development with the recently approved Waterside on John's Lake UVPUD. All roadway improvements will be constructed at the owner's expense and in compliance with city concurrency standards for transportation, and be supported by a traffic study/analysis of the impact the proposed development will have on the roadway network. Traffic studies/analyses submitted with any proposed development are reviewed for accuracy and consistency with the goals, objectives, and policies of the City's comprehensive plan in addition to the City's vision for future growth and expansion.

The property is not currently a water or sewer customer of the City of Winter Garden; however water, sewer, and reclaimed utilities will be required for any new development of the property. At such time that the property is developed, all necessary utility lines

(water, sewer, and reclaimed water) will be extended and connections made to serve the development of the property, all extension and connection costs shall be borne by the property owner. At the present time there is capacity available within the City's water, wastewater and reclaimed water systems to support the proposed development.

Prior to any approvals for preliminary plat or construction plans, a Developer's Agreement detailing the obligations of the developer associated with the proposed UVPUD is required. The Developer's Agreement must address, but is not limited to the following: project phasing, potable water, sewer and reclaimed water utilities extension and oversizing requirements, location of reuse and potable water pumping stations/storage tanks, right-of-way improvements and conveyances, other off-site public infrastructure improvements, lift station, transportation/roadway system, and impact fees.

- (4) The proposed PUD will not allow a type or intensity of development that is premature or presently out of character in relationship to the surrounding area;

The proposed UVPUD project is consistent with the comprehensive plan's goals, objectives and policies for the Urban Village future land use designation and the UVPUD zoning criteria and land development regulations. The proposed UVPUD project features a gross density of 2.96 dwelling units per acre which is substantially lower than the maximum density of 4 dwelling units per acre permitted within the Urban Village future land use designation and in accordance with the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden. Additionally, the gross density of 2.96 dwelling units per acre for the proposed UVPUD project is substantially lower than the 10 dwelling units per acre that the previous Horizons West designation would allow.

The proposed UVPUD is not premature or presently out of character in relationship to the surrounding area. Using the Orange County Public Schools Concurrency Service Areas as an identification of the surrounding area, there are many residential and commercial developments within the surrounding area which have similar or greater density and/or intensity than the proposed UVPUD project. Some of the approved and/or constructed developments within the surrounding area which extends east beyond SR 429 include Waterside on John's Lake, Hickory Hammock, Avalon Reserve, Stoneybrook West, Carriage Pointe, Stone Creek, Belle Meade, Avamar Crossings, Alexander Ridge, and Carriage Ponte Reserve.

Recently the property located immediately to the east of the subject property was approved for rezoning to UVPUD, the project known as Waterside on John's Lake is permitted for up to 172 single family dwelling units and is approximately 75.94 +/- acres. Additionally, numerous properties located to the west of the subject property, totaling over 150 acres are seeking annexation into the City of Winter Garden municipal limits.

- (5) The rezoning will not interfere with an adjacent property owner's reasonable expectation of use or enjoyment; and

With the exception of the properties located south of the subject property in the Avalon Rural Settlement Area and three (3) parcels adjoining the subject property to the west, all other adjoining property owners either participated in the annexation and future land use

designation of Urban Village for their properties in 2007 or purchased their property after it had been annexed into the City of Winter Garden and designated Urban Village on the future land use map of the City's comprehensive plan. In accordance with the City's comprehensive plan, the only zoning permitted within the Urban Village future land use designation is Urban Village Planned Unit Development or Institutional. Further, in accordance with land development regulations and the comprehensive plan, the proposed UVPUD will provide for adequate buffering against adjoining properties and rights-of-way in the form of either landscaping to create a visual screen and/or perimeter walls/fencing.

- (6) There is availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed PUD and the surrounding area, or an agreement or binding conditions have been established that will provide such transportation facilities to support said traffic in a reasonable time frame.

At such time as the property is developed as proposed by the applicant then additional transportation access would be provided in the form of a round-a-bout at the main entrance on Marsh Road, four (4) secondary access points will be provided along Williams Road to provide multiple points of entry and exit to the future residents and ensure cross access connections to the adjoining properties located to the west of the proposed development, and a cross connection on the east side of the property will be provided to connect the propose development with the recently approved Waterside on John's Lake UVPUD. The main entrance on Marsh Road will be constructed with the first phase of development; cross access points to the north portion of the Property from Williams Road and improvement to Williams Road shown on Exhibit "B" to Ordinance 12-44 will be constructed with the third phase of development. All roadway improvements will be constructed at the owner's expense and in compliance with city concurrency standards for transportation, and be supported by a traffic study/analysis of the impact the proposed development will have on the roadway network. Traffic studies/analyses submitted with any proposed development are reviewed for accuracy and consistency with the goals, objectives, and policies of the City's comprehensive plan in addition to the City's vision for future growth and expansion. The traffic analysis provided with the proposed UVPUD project indicates that the project will not lower the adopted level of service standard on Marsh Road or Williams Road.

Prior to any approvals for preliminary plat or construction plans, a Developer's Agreement is required detailing the obligations of the developer associated with the proposed UVPUD. The Developer's Agreement will address, but is not limited to the following: project phasing, potable water, sewer and reclaimed water utilities extension and oversizing requirements, location of reuse and potable water pumping stations/storage tanks, right-of-way improvements and conveyances, other off-site public infrastructure improvements, lift station, transportation/roadway system, and impact fees.

- (7) The degree of departure or conformity of the proposed PUD with surrounding areas in terms of character and density.

The proposed UVPUD project is consistent with the comprehensive plan's goals, objectives and policies for the Urban Village future land use designation and the UVPUD

zoning criteria and land development regulations. The proposed UVPUD project features a gross density of 2.96 dwelling units per acre which is substantially lower than the maximum density of 4 dwelling units per acre permitted within the Urban Village future land use designation and in accordance with the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden.

The proposed UVPUD is not premature or presently out of character in relationship to the surrounding area. There are many residential and commercial developments within the surrounding area which have similar or greater density and/or intensity than the proposed UVPUD project. Some of the approved and/or constructed developments within the surrounding area which extends east beyond SR 429 include Waterside on John's Lake Hickory Hammock, Avalon Reserve, Stoneybrook West, Carriage Pointe, Stone Creek, Belle Meade, Avamar Crossings, Alexander Ridge, and Carriage Ponte Reserve.

Recently the property located immediately to the east of the subject property was approved for rezoning to UVPUD, the project known as Waterside on John's Lake is permitted for up to 172 single family dwelling units and is approximately 75.94+/- acres. Additionally, numerous properties located to the west of the subject property, totaling over 150 acres are seeking annexation into the City of Winter Garden municipal limits.

- (8) Compatibility of uses and improvements within the PUD and the relationship with surrounding existing or proposed developments.

The proposed UVPUD project integrates several elements that provide for cohesion between existing natural features/resources and the existing and proposed uses surrounding the property. The project includes construction of a 10 foot wide multi-purpose trail extending the length of the property frontage on Marsh Road to enhance pedestrian circulation as identified in the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden. The project includes an open space/recreational park to be located on John's Lake and an open space/walking trail to be located on Lake Avalon which incorporate the natural features/resources of the area into the design and functionality of the project. Cross access connection points are being provided to the approved Waterside on John's Lake UVPUD located to the east of the property and four (4) cross access connection points are being provided on Williams Road to ensure multiple points of entry/exit to the subject property and provide property owners to the west of the subject property vehicular and pedestrian access through the subject property.

- (9) Prevention of erosion and degrading or enhancement of the surrounding areas.

The proposed UVPUD project, which borders John's Lake on the north side and Lake Avalon on the south side of the property, will provide a 25 foot wetland buffer from the Normal High Water Line of John's Lake and Lake Avalon in addition to an open space/tree preservation tract to extend inland from the wetland buffer line. Proposed UVPUD project also provides for a 100 foot buffer from the confining layer of the karst feature located on the property to the west of the subject property, meets the environmental standards of the Wekiva Study Area, and complies with the City's lake

protection Ordinance provisions. No community docks or boat ramps are proposed to be located on Lake Avalon, however a community dock/pier is proposed as part of the community park facility to be located on John's Lake.

- (10) Provision for recreation facilities, surface drainage, flood control and soil conservation as shown in the preliminary development plan.

Recreational facilities are identified within the proposed UVPUD project to include a 10 foot wide multi-purpose trail along Marsh Road, a waterfront community park with pavilions, volleyball court, tot-lot, walking trails, park benches, and boat dock/pier on John's Lake, and an open space/recreation area with walking trail along Lake Avalon which does not include any boat dock/pier or boat ramp facilities. The recreational facilities proposed comply with the Wekiva Study Area Resource Protection Overlay requirements for passive recreation. Requirements for recreation areas stipulated by the City of Winter Garden subdivision standards are proposed to be met to the greatest extent possible, and payment by the developer into the city recreational fund will make up for any shortfall.

Stormwater management for the proposed UVPUD project will be provided in on-site master stormwater management areas to satisfy the City of Winter Garden, St. John's Water Management District and strict requirements of the Wekiva Study Area criteria.

- (11) The nature, intent and compatibility of any common open space, including the proposed method for the maintenance and conservation of the common open space.

The property on which the UVPUD project is proposed to be developed is located within the Wekiva Study Area Resource Protection Overlay as defined by the City's Comprehensive Plan, and therefore must comply with the Wekiva Study Area Open Space requirements as defined by the City's Comprehensive Plan Policies 1-3.1.7 & 1-3.1.8, which requires that a minimum of 25% of the developable area be Wekiva Study Area Open Space. Wekiva Study Area (WSA) Open Space is land area that remains undisturbed or minimally disturbed such as trails and boardwalks, as part of a natural resource preserve or passive recreation area and includes land preserved for Conservation purposes. WSA Open Space may include dry retention, passive recreation, school playgrounds and buffers. Up to 50% of the WSA Open Space requirement may be met with dry stormwater retention areas. None of the 25% WSA Open Space may be chemically treated with pesticides or fertilizers. WSA Open Space shall not include setback areas, private yards, street right of way, parking lots, impervious surfaces or active recreation areas. The proposed UVPUD project complies with the Wekiva Study Area Open Space requirements; the gross developable area of the property is approximately 105 acres, the required Wekiva Study Area Open Space which will be provided on the property is 26.42 acres. All open space and recreational facilities will be owned and maintained by mandatory Home Owner's Association.

- (12) The feasibility and compatibility of the specified stage(s) or phase(s) contained in the preliminary development plan to exist as an independent development.

The proposed UVPUD project is designed to be developed in three phases, the first phase will incorporate the multi-purpose trail along Marsh Road, round-a-bout on Marsh Road,

and utility infrastructure extension to ensure that all facilities intended to support the proposed development are constructed and installed in conjunction with the development of the first phase. Each phase of development of the proposed UVPUD project must operate as an individual unit in that each particular phase will be able to stand-alone in the event that no other phase is developed.

- (13) The availability of existing or planned reclaimed water service to support the proposed PUD.

Reclaimed water capacity is available to serve the property on which the UVPUD is proposed to be developed from the City's existing reclaimed water lines which are located near the intersection of Avalon Road and Marsh Road. At such time that the property is developed, all necessary utility lines (water, sewer, and reclaimed water) will be extended and connections made to serve the development of the property, all extension and connection costs shall be borne by the property owner.

- (14) The benefits within the proposed PUD development and to the general public to justify the requested departure from standard land use requirements inherent in a PUD classification.

The proposed UVPUD includes 40 foot and 55 foot wide lot sizes. The 40 foot wide lots will be designed with garages located to the rear of the property to be supported by a network of alleys and residential street, and the 55 foot wide lots will be designed to incorporate a variety of garage orientations including garages that are recessed 5 feet behind the primary façade of the structure and side entry garages in addition to front projecting garages with increased front setbacks. Front porches will be incorporated into the designs of at least 50% of the residential units.

The proposed UVPUD project incorporates the following features which are of benefit to the general public and support the waivers and reductions requested above: construction of 10 foot wide multi-purpose trail along the site frontage on Marsh Road which provides for pedestrian circulation and access on Marsh Road, roadway improvements in the form of a round-a-bout at the main entrance to the proposed project which will slow and calm traffic on Marsh Road which has been a primary concern of the city and property owners adjacent to the subject property, and preservation of the John's Lake and Lake Avalon shoreline areas to enhance natural resources/features. Additionally, the project as proposed provides open space in excess of the standard subdivision requirements, provides protection and substantial buffering from the neighboring karst feature as well as preservation and conservation of the John's Lake and Lake Avalon shorelines.

- (15) The conformity and compatibility of the proposed common open space, residential and/or nonresidential uses within the proposed PUD.

Exclusively nonresidential uses are not proposed within the UVPUD proposal for the project; however the proposal does include 17 single family residential live/work units. The UVPUD proposal includes 296 single family residential dwelling units and 17 single family residential live work units for a total of 313 dwelling units with 26.42 acres of open space area and 6.51 acres of recreation area. The recreation and open space areas are complementary and supportive to the residential component of the proposed UVPUD project. The project is a pedestrian friendly design and provides internal access to the future commercial core.

(16) Architectural characteristics of proposed residential and/or nonresidential development.

A variety of main entrance treatments have been incorporated into the residential units in the proposed UVPUD project including detached garages located to the rear of the property, front porches, side entry/courtyard garages and recessed garage doors. Building elevations are provided within the Waterside on John's Lake Phase 2 Urban Village Planned Unit Development Preliminary Development Plan.

(17) A listing of the specific types of nonresidential uses to be allowed.

The UVPUD proposal includes 296 single family residential dwelling units and 17 single family residential live work units, the following are the proposed permitted uses for the business component of live/work units: accountants, architects, artists and artisans, attorneys, computer software and multimedia related professionals, consultants, engineers, graphic design, fashion and interior design, hair stylists and cosmetologists, home-based office workers, insurance, real estate, travel agent, one-on-one instructors, photographers, and other business/office uses as are determined by the City Manager of the City of Winter Garden to be similar with the foregoing list of permitted uses and compatible with surrounding uses.

The business component of the live/work units may not generate vehicular traffic, in excess of normal residential traffic, that will interfere with residential traffic circulation and may not cause more than three vehicles including vehicles used by customers, vendors, and/or delivery services to visit the premises per day. Additionally, all advertising for the business component of the live/work units must clearly state "by appointment only" if the live/work address is used.

Additionally, the following are the proposed prohibited uses for the business component of live/work units: retail sale of food and/or beverages with customers arriving on-site (this does not include internet sales, mail order or off-site catering preparation); entertainment, drinking and public eating establishments; veterinary services including grooming, boarding and/or the breeding or care of animals for hire and/or for sale; any business which involves the use of prescription drugs; adult-oriented businesses, astrology, palmistry, massage, head shops and similar uses; sales, repair and/or maintenance of vehicles including automobiles, boats, motorcycles, aircraft, trucks and/or recreational vehicles; private and/or trade schools.

URBAN VILLAGE PLANNED UNIT DEVELOPMENT INTENT AND REQUIREMENTS

Development within the urban village future land use classification shall be designed based on an urban development pattern which encourages the formation of a suburban village. The standards and procedures of the urban village planned unit development are intended to promote flexibility of design and to permit planned diversification and integration of uses and structures, while retaining in the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect and promote the public health, safety and general welfare. Determining whether to require a mixture of residential and non-residential uses and a variety of housing types and lot sizes within individual urban village planned unit developments will be based on anticipated development patterns and size of property ownerships. Each individual urban village planned unit development will not be required to incorporate all uses permitted in the urban village planned unit development land use regulations.

Through the urban village planned unit development process, which may involve the approval of multiple UVPUDs, all development within the urban village future land use classification shall follow the general design principles of: (staff conclusions/findings are underlined)

- (1) creating a series of walkable residential neighborhoods;

Proposed UVPUD includes cross access connection to the properties located to the east and west of the subject property for vehicular and pedestrian access, additionally the proposed UVPUD features a multi-purpose trail along the property frontage on Marsh Road.

- (2) developing an integrated park and trail system to facilitate pedestrian travel and recreation;

Proposed UVPUD includes a waterside community park on John's Lake and a waterside open space/passive recreation area on Lake Avalon accessible through sidewalks and roadways which connect to properties located to the east and the west and the multi-purpose trail located along the property frontage on Marsh Road.

- (3) developing a comprehensive network of roads and traffic calming solutions to complement and support the existing Marsh Road infrastructure;

Proposed UVPUD provides for cross access connection to properties located to the east and west of the subject property and includes construction of a round-a-bout on Marsh Road at the main entrance.

- (4) establishing connectivity to natural systems while preserving wetlands and other natural resources and protecting water quality and quantity;

Proposed UVPUD incorporates shoreline preservation and wetland buffering along John's Lake and Lake Avalon to preserve and protect water quality in both John's Lake and Lake Avalon.

- (5) creating a mixed-use character through the integration of a diversity of uses;

Exclusively nonresidential uses are not proposed within the UVPUD proposal for the project; however the proposal does include 17 single family residential live/work units. The UVPUD proposal includes 296 single family residential dwelling units and 17 single family residential live work units for a total of 313 dwelling units.

- (6) creating a focus center within the urban village

N/A; the proposed UVPUD will be part of the residential community surrounding a future commercial village center which will be located west of the subject property. A certain level of residential development must occur to support the commercial development.

- (7) The urban village planned unit development shall provide a compact integrated development pattern with a park or central feature located within a ¼ mile walking distance of the majority of residences in each neighborhood.

The proposed UVPUD includes two (2) waterfront community open space/recreation areas, one located on John's Lake which is centrally located within the northern portion of the UVPUD site and another located on Lake Avalon which is centrally located within the southern portion of the UVPUD site.

- (8) To ensure adequate housing diversity, urban village planned unit development should generally contain a variety of housing types which may include both attached and detached housing product with ownership and rental opportunities, as well as live/work housing.

The UVPUD proposal for the project includes 17 single family residential live/work units; the proposal also includes 296 single family residential dwelling units and 17 single family residential live work units for a total of 313 dwelling units. The proposed UVPUD includes 40 foot and 55 foot wide lot sizes. The 40 foot wide lots will be designed with garages located to the rear of the property to be supported by a network of alleys and residential streets. The proposed 40 foot wide lots with detached garages will range in size from 1,300 - 2,000 square foot home sizes and will have the option to construct "granny flats" above the detached garages. The 55 foot wide lots will range in size from 1,800 - 3,000 square foot home sizes and be designed to incorporate a variety of garage orientations including garages that are recessed 5 feet behind the primary façade of the structure and side entry garages in addition to front projecting garages with increased front setbacks. Front porches will be incorporated into the designs of at least 50% of the residential units.

- (9) The street network shall be designed to create a hierarchy of interconnected streets and traffic calming solutions to allow travel through and between neighborhoods and beyond the urban village planned unit development. Roadway cross sections shall be designed to accommodate multiple modes of transportation.

The proposed UVPUD will provide cross access connections to properties located to the east and west, a round-a-bout at the main entrance on Marsh Road.

- (10) Emphasis shall be placed on pedestrian and bike paths and shall be incorporated in street cross sections and open spaces.

The proposed UVPUD includes a multi-purpose trail along Marsh Road and a fully integrated network of sidewalks which will connect and provide cross access between properties located to the east and west.

- (11) All development proposals within an urban village planned unit development shall, as determined by the city commission, be consistent with the requirements and/or guidelines of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden (Dated January 24, 2007) as approved by the city commission, as such may be amended from time to time.

The proposed UVPUD is consistent with the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden.

*See attached Avalon Rural Settlement Buffer Map.

- (12) All development within the urban village planned unit development shall comply with the Wekiva Parkway and Protection Act, and shall meet or exceed the standards of the Resource Protection Overlay as established by the City's Comprehensive Plan. In the event of a conflict or conflicts between the Urban Village Planned Unit Development zoning district and the Resource Protection Overlay, the Resource Protection Overlay shall control to the extent such conflict exists.

The proposed UVPUD complies with the Wekiva Study Area Resource Protection Overlay requirements as stipulated in the City's Comprehensive Plan. The proposed UVPUD meets the Wekiva Open Space requirements, stricter Wekiva drainage requirements and karst feature setbacks and buffering.

- (13) Maximum density in the urban village planned unit development for any neighborhood shall be four dwelling units per gross acre except in the village center where the density may be up to 12 dwelling units per gross acre. However, certain neighborhoods may use residential clustering while maintaining the overall maximum density for the neighborhood. Maximum intensity for non residential development is 0.3 floor area ratio.

The proposed UVPUD development plan will have a gross developable density of 2.96 dwelling units per acre.

- (14) Stormwater facilities within the urban village residential planned unit development shall generally be designed as amenities and low impact design (LID) techniques will be used where practical.

The proposed UVPUD incorporates stormwater facilities and ponds into the design of the community through placement of the facilities where they function as both visual features and buffers, while also meeting the stricter Wekiva Study Area requirements.

- (15) New development shall connect to City utilities, potable water, sanitary sewer, and reclaimed water when available.

The proposed UVPUD will extend lines for and make connection to city utilities, water, wastewater, and reclaimed water at the developer's expense.

- (16) Residential and nonresidential uses are allowed in the village center and may occupy the same building where nonresidential occupies the first floor with residential on the upper floors.

N/A; the proposed UVPUD is not located in the area that will be developed as the village, however does include 17 single family residential live/work units for a total of 313 dwelling units.

- (17) Accessory dwelling units, not to exceed 850 square feet, above garages shall be allowed for a maximum of 50% of the residential units in the urban village planned unit development. These additional accessory units shall not be counted towards the density.

The proposed UVPUD allows for "granny flats" which will be permitted in compliance with the requirements stipulated within the UVPUD zoning district.

Consistent with the goal of ensuring the entirety of lands designated with the urban village future land use designation develop in such a way as to meet the goals and policies of the comprehensive plan, the city commission shall have the flexibility in deciding whether to require a mixture of residential and non-residential uses and a variety of housing types and lot sizes within individual urban village planned unit developments based on anticipated development patterns.

The urban village planned unit development shall be located in the urban village future land use designation as defined in the city's comprehensive plan, or in such other areas as determined by city commission.

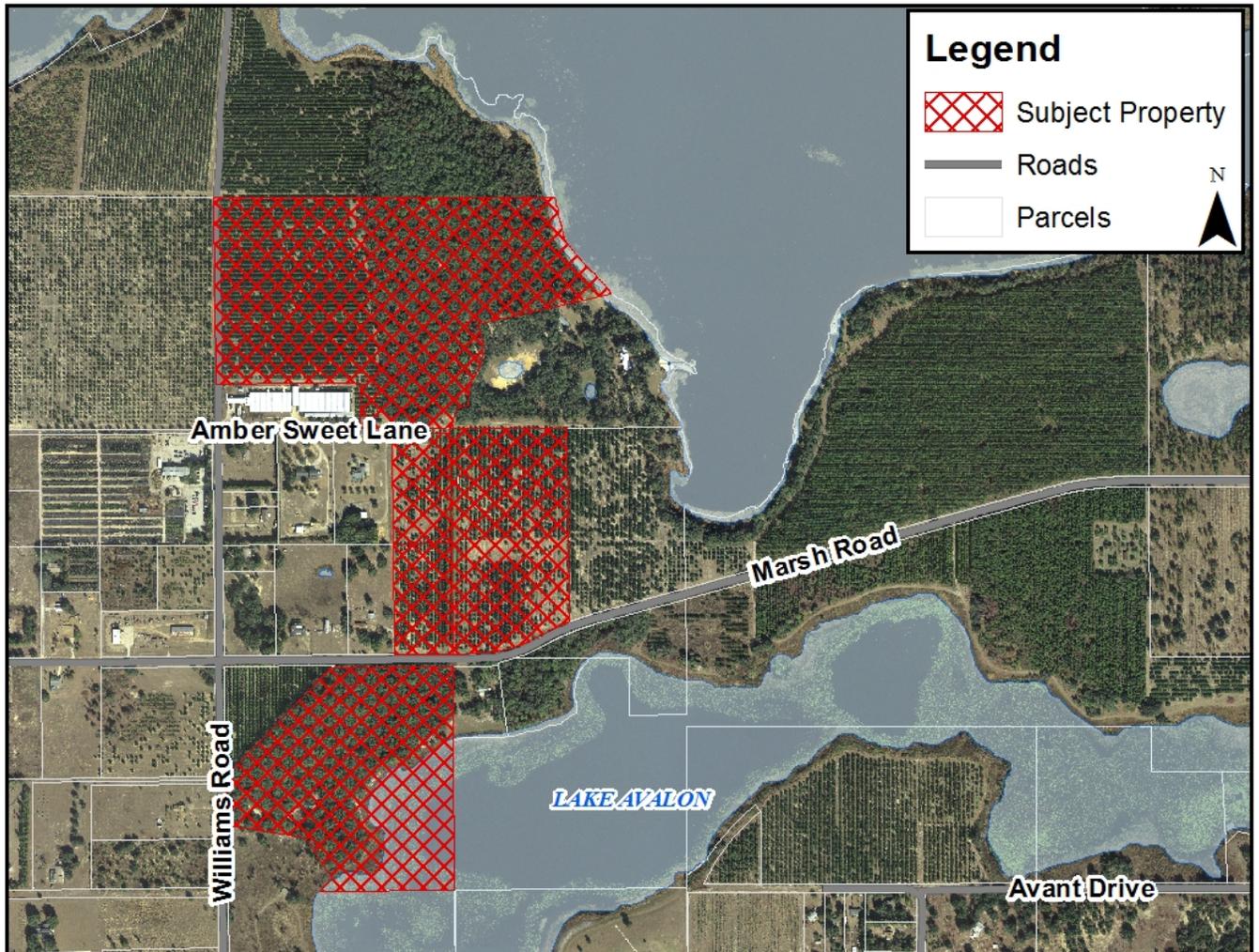
SUMMARY

City Staff recommend approval of the proposed Ordinance 12-44. Rezoning the subject property from City NZ to City UVPUD is consistent with the City's Comprehensive Plan, Future Land Use Map and land development regulations, and is consistent with the trend of development in the area.

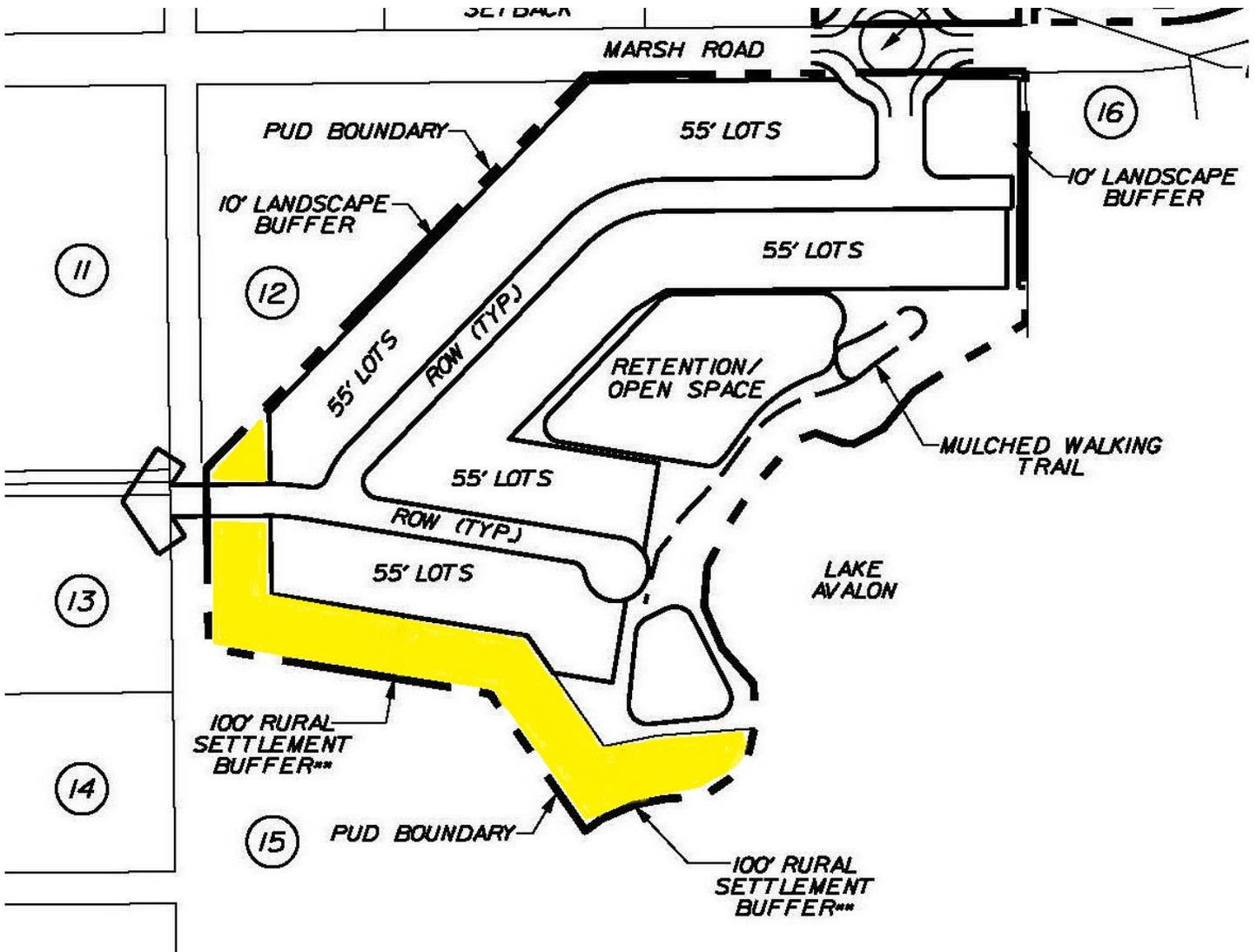
The proposed development of the subject property is consistent with the stipulations and guidelines of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden which requires that rezoning applications or development plans for properties located within the JPA expansion area must be processed as Planned Unit Developments.

MAPS

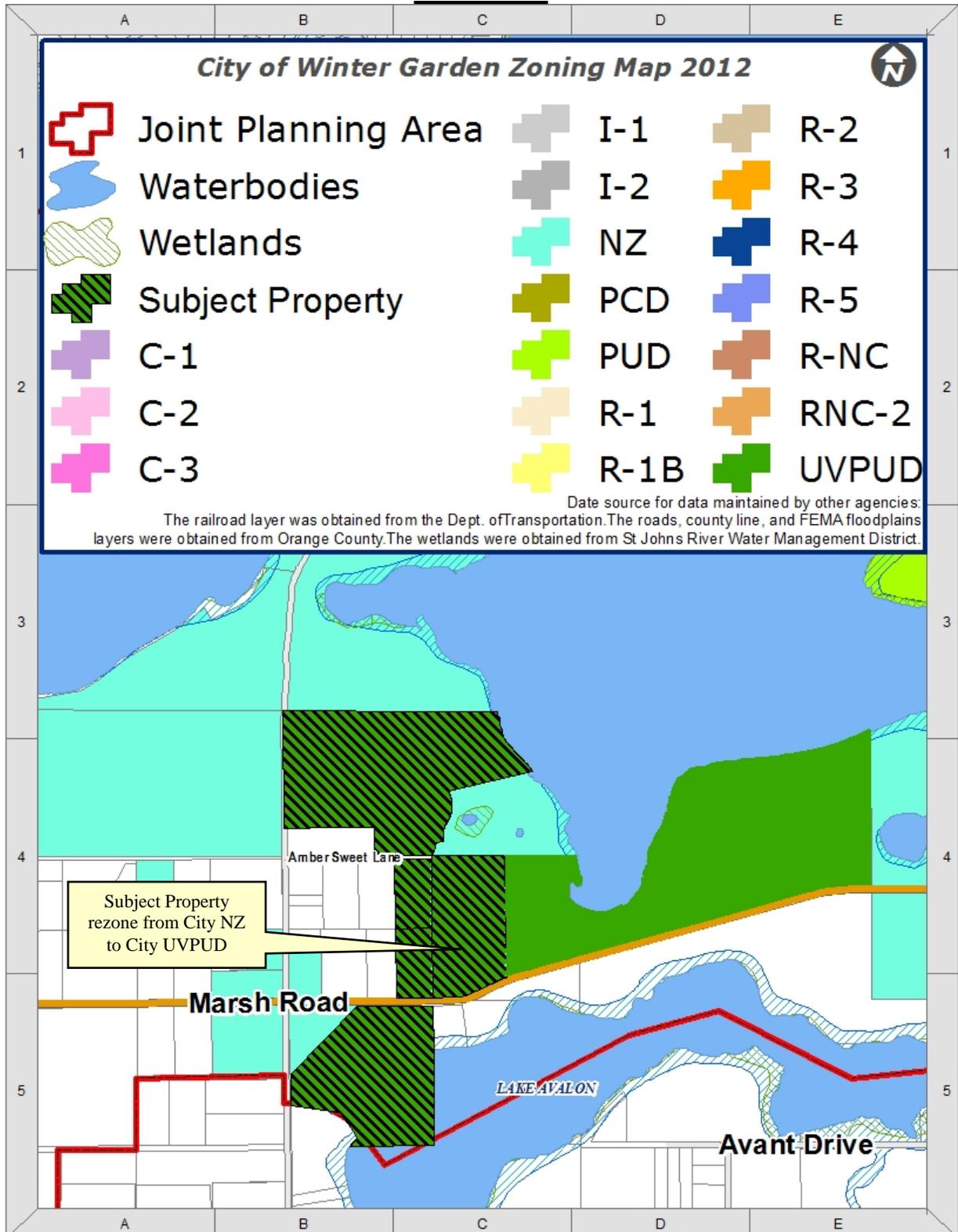
**AERIAL PHOTO
Marsh Road**



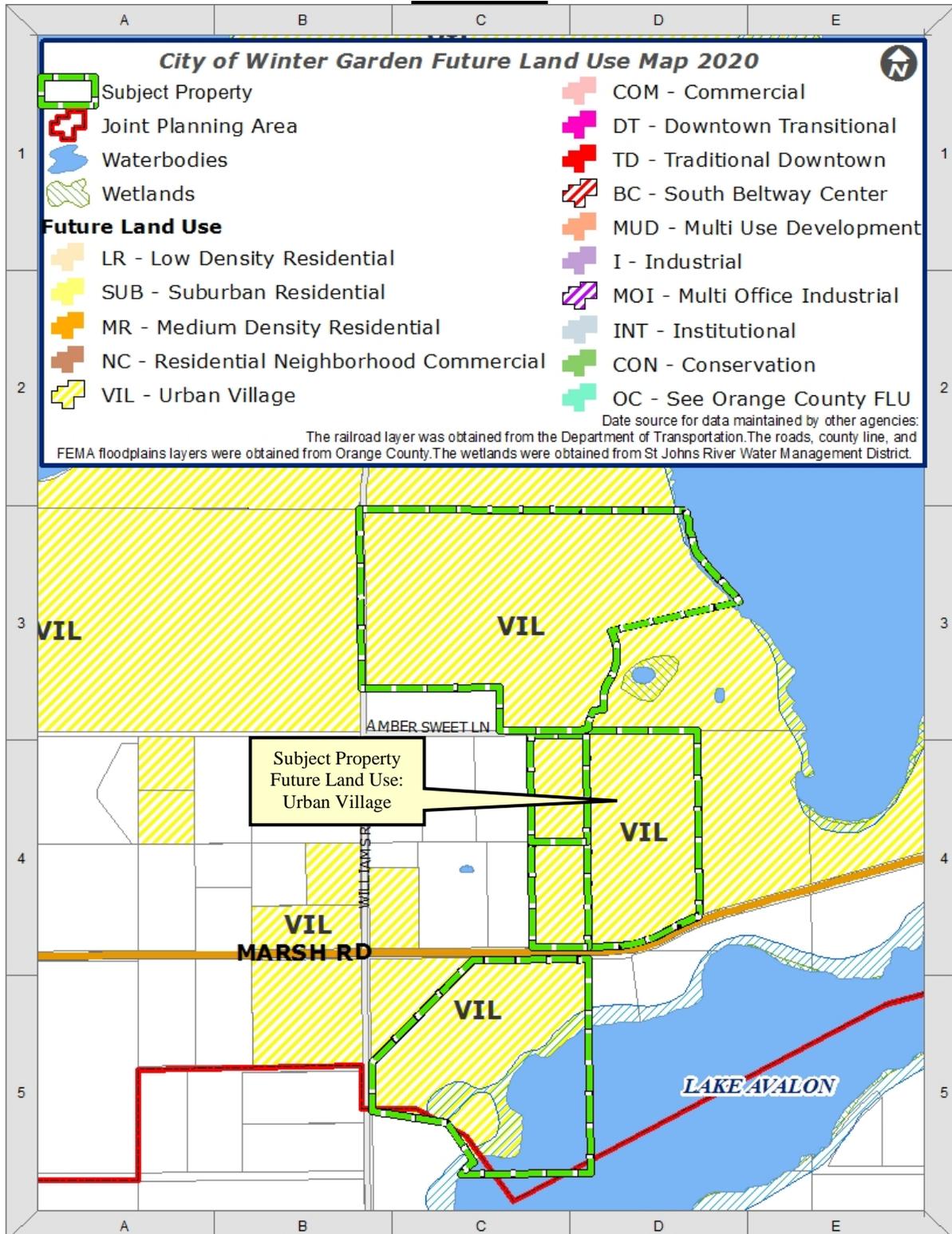
AVALON RURAL SETTLEMENT BUFFER MAP



ZONING MAP
Marsh Road



FUTURE LAND USE MAP
Marsh Road



END OF STAFF REPORT

THE CITY OF WINTER GARDEN

AGENDA ITEM

From: Mike Bollhoefer, City Manager

Date: September 7, 2012

Meeting Date: September 13, 2012

Subject: Sidewalk Café Ordinance

Discussion:

When the sidewalk café ordinance was originally approved, the intent was to allow patrons to have lunch or dinner in a café style atmosphere and be able to have an alcoholic beverage with their meal.

More and more restaurant owners are requesting approval for outdoor seating which has brought about the need to provide direction and clarification in the ordinance. These changes follow the original intent of the ordinance and provide guidelines on the outdoor atmosphere the City intended to create in the Downtown District.

Recommended Action:

Move to approve the Ordinance with second reading and public hearing on October 11th.

Attachments/References:

Ordinance # 12-53

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ARTICLE VII OF CHAPTER 62 OF THE WINTER GARDEN CITY CODE; PROVIDING FOR REVISED DEFINITIONS; PROVIDING FOR REVISED STANDARDS, REQUIREMENTS, CRITERIA AND CONDITIONS FOR SIDEWALK CAFES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Garden (“City”) desires to amend Article VII of Chapter 62 of its Code of Ordinances relating to sidewalk cafes to provide revised standards, criteria and conditions for sidewalk cafes; and

WHEREAS, the City intends for sidewalk cafes and sidewalk cafe areas to continue to be utilized primarily for dining and entertainment purposes as opposed to venues primarily for the consumption of alcoholic beverages or the creation of a bar-like atmosphere; and

WHEREAS, the City intends to ensure that the continued operation of sidewalk cafes does not create a public health or safety hazard or constitute a public nuisance.

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

SECTION I: That SECTION 62-201. Definitions, Section 62-201 is hereby amended to read as follows:

Outside private property means that portion of privately owned parcels of real estate located outside of the building(s) located on such parcels.

Sidewalk cafe means a use for the dispensing and/or serving of food or beverage located within the public way or outside private property, and associated with a restaurant. It may be characterized by tables and chairs and may be shaded by awnings, canopies or umbrellas.

Sidewalk cafe area means the area within the public way or outside private property, where the permitted sidewalk cafe is located for dispensing and/or serving of food or beverage.

(~~struckout text~~ indicates deletions while underlined text indicates additions):

SECTION II: That SECTION 62.202. Purpose, Section 62.202 is hereby amended to read as follows:

The purpose of this article is to regulate the public ways and provide reasonable limits on the use of the sidewalk cafes and the outdoor display of merchandise in conjunction with a legally operating restaurant or business and to ensure that sidewalk cafes and sidewalk café areas are used primarily for dining and entertainment and not primarily for the consumption of alcohol. The criteria herein are intended to ensure that said uses may be permitted while not creating a public health or safety hazard or a public nuisance.

(~~struckout text~~ indicates deletions while underlined text indicates additions):

SECTION III: That SECTION 62-230. Standards, Criteria and Conditions for Sidewalk Cafes, Section 62-230 is hereby amended to read as follows:

- (5) No object shall be permitted around the perimeter of an area occupied by tables and chairs which would have the effect of forming a physical or visual barrier discouraging the free use of the tables and chairs by the general public or which would have the effect of obstructing the pedestrian pathway, except where fences are approved by the City and otherwise as the City may permit by variance.
- (7) Umbrellas and other decorative material shall be for outdoor commercial use, be fire-retardant, or manufactured of fire-resistant material and shall comply with applicable building and fire codes. Signs are prohibited on umbrellas, chairs, tables and other permissible personal property and fixtures which are located within the public ways, except that the establishment name and/or its logo is permitted on umbrellas. Lettering and/or logos may not exceed six inches in height and there shall not be more than two (2) of the same logos or names on each umbrella.
- (13) The permittee shall assure that its use of the public ways in no way interferes with pedestrians or limits their free, unobstructed passage throughout the operation of the sidewalk cafe during all business hours. All tables, chairs, planters or other public ways obstructions shall be removed after business hours except for such matters located within sidewalk cafe areas which matters have been properly approved by the City pursuant to this Article.
- (17) Other than fences approved by the City nNo tables, chairs or other parts of sidewalk cafes shall be attached, chained, bolted or in any manner affixed to any tree, post, sign or other fixture, curb or sidewalk in or near the permitted area.
- (18) The permit covers all seating with the ~~public way~~ sidewalk cafe area. No additional outdoor seating authorized pursuant to this division shall be used for calculating seating requirements pertaining to applications for or issuance of an alcoholic beverage license for any establishment; nor shall

the outdoor seating be used as the basis for computing required seating for restaurants and dining rooms, or as grounds for claiming exemption from such requirements under the provisions of any city ordinance or state law. However, additional outdoor seating authorized pursuant to this division shall be included in determining required plumbing or accessibility fixtures or other fire and building code requirements.

- (23) The serving and consumption of alcoholic beverages within a sidewalk cafe is expressly conditioned upon the permittee obtaining the necessary state alcoholic beverage license and meeting all local and state alcoholic beverage requirements. Further, the service and consumption of alcoholic beverages within a sidewalk cafe shall only be permitted where the service and consumption of alcoholic beverages has been properly licensed ~~for that portion of the restaurant which is in the building~~. Nothing herein shall be construed to permit the service or consumption of alcoholic beverages wherein such service or consumption is prohibited by City Code or Charter.
- (26) Bars, counters, countertops and other furniture and fixtures upon which food or beverages may be served which are not designed, constructed or oriented primarily to accommodate two to five patrons to face one another when seated, are prohibited in sidewalk cafe areas and in those portions of buildings that are open or exposed to direct pedestrian access and viewing from outside of the building.
- (27) Vats, tubs, coolers, and other beverage storage devices within sidewalk cafe areas shall not be used to store or accommodate, nor used in conjunction with the sales, service or dispensation of, alcoholic beverages, without the prior approval of the City Commission.
- (28) Sidewalk cafe areas shall not be used or available for food or beverage sale or service unless tables, chairs and other furniture and fixtures sufficient to accommodate all of the patrons allowed within the sidewalk cafe areas are first permitted, placed and remain within the sidewalk cafe area.
- (29) Fences relating to sidewalk cafe areas shall comply with the criteria set forth in this Article.
- (30) Alcohol beverages sales and service in sidewalk cafe areas is limited to that portion of the sidewalk cafe area adjacent to and directly in front of that portion of the building where alcohol sales and service is permitted.

(~~struckout text~~ indicates deletions while underlined text indicates additions):

SECTION IV: That a new Division 4 of Article VII is hereby by added to Article VII to read as follows:

DIVISION 4. - FENCING CRITERIA

Section 62-300 - Applicability

Section 62-301 - Height

Section 62-302 - Openings/Entranceways

Section 62-303 – Materials and Colors

Section 62-304 - Architecture

Section 62-305 - 62-310. - Reserved

Section 62-300. – Applicability.

This Division 4 is applicable to fencing contemplated or allowed under Article VII of Chapter 62.

Section 62-301. – Height.

Fencing shall be a minimum of 36 inches and a maximum of 41 inches in height.

Section 62.302. – Openings/Entranceways.

If there is any pedestrian opening or entranceway in the fencing, the minimum width of the opening or entranceway shall be 44 inches and the maximum shall be 60 inches. The Community Development Department may approve a larger opening or entranceway for architectural compatibility with the building and fencing, or for functional efficiency, but the width shall not exceed 72 inches. No gates shall be installed or used in pedestrian openings or entranceways.

Section 62-303. – Materials and Colors.

Fencing must be made of metal (aluminum, steel, iron, or similar material) and must be of a dark or neutral color. Black or brown is preferred.

Section 62-304 – Architecture.

The architectural details of fencing shall be approved by the Community Development Department in order to ensure compatibility with the surrounding architecture and buildings. All portions of fencing facade shall be constructed in such a way or of a material that allows the free flow of air and open view through the fencing when viewed from either side of the fencing, and in no event shall the façade of each fence segment consist of more than 50 per cent solid and opaque material.

(~~struckout text~~ indicates deletions while underlined text indicates additions):

SECTION V: INCONSISTENCY. If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflict.

SECTION VI: SEVERABILITY. If any portion of this Ordinance is determined to void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

SECTION VII: CODIFICATION. That Sections I through IV of this Ordinance shall be codified and made a part of the City of Winter Garden Code of Ordinances; that the Sections of this Ordinance may be renumbered or relettered to accomplish such intention; the word "*Ordinance*" may be changed to "*Section*", "*Article*", or other appropriate word.

SECTION VIII: This Ordinance shall become effective upon approval by the City Commission at its second reading.

FIRST READING: _____, 2012.

SECOND READING AND PUBLIC HEARING: _____, 2012.

APPROVED:

John Rees, Mayor/Commissioner

ATTESTED:

Kathy Golden, City Clerk

THE CITY OF WINTER GARDEN

AGENDA ITEM

From: Tanja Gerhartz, Economic Development Director

Via: Mike Bollhoefer, City Manager

Date: September 6, 2012 **Meeting Date:** September 13, 2012

Subject: Community Development Block Grant (CDBG) Small Cities Program – 2nd Reading of the Fair Housing Ordinance, 2nd Public Hearing for Comments, Resolutions for adopting a Community Development Plan, Providing a Local Match and Authorizing Application Submittal

Discussion:

The City opted out of the County CDBG program last year and has qualified for the CDBG Small Cities Program through the State of Florida and is on the eligibility list for funding next year. This is a competitive grant process with the application due on October 1, 2012.

The following items will be on the **September 13th Agenda** and are also CDBG requirements to receive federal funding:

- 2nd Public Hearing for Community Comments
- 2nd Reading Fair Housing Ordinance
- Fair Housing Public Workshop
- Resolution to adopt a Community Development Plan
- Resolution for the Local Match
- Resolution to submit the grant application

Recommended Action:

Move to adopt and approve the above mentioned items.

Attachments/References:

See Ordinance # 12- 38, Resolution # 12-17, 12-18, 12-19

ORDINANCE12-38

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, CREATING A NEW CHAPTER 19 OF THE CITY CODE TO BE ENTITLED FAIR HOUSING CODE; PROVIDING FOR A DECLARATION OF POLICY TO PROHIBIT DISCRIMINATION IN HOUSING ON THE BASIS OF RACE, COLOR, ANCESTRY, NATIONAL ORIGIN, RELIGION, SEX, MARITAL STATUS, FAMILIAL STATUS, HANDICAP OR AGE; PROVIDING DEFINITIONS; DESIGNATING AS UNLAWFUL CERTAIN DISCRIMINATORY PRACTICES IN THE SALE OR RENTAL OF HOUSING, AS WELL AS IN ADVERTISING IN CONNECTION THEREWITH, IN THE FINANCING OF HOUSING, AND IN BROKERAGE SERVICES RELATED TO EXCEPTIONS; PROVIDING FOR AN ADMINISTRATOR TO BE DESIGNATED BY THE CITY OF WINTER GARDEN AND PRESCRIBING THE GENERAL POWERS AND DUTIES OF SUCH ADMINISTRATOR, PRESCRIBING ACTION UPON A DETERMINATION OF PROBABLE CAUSE, AND AUTHORIZING THE PROMULGATION OF FORMS AND REGULATIONS; MAKING PROVISIONS FOR THE FILING OF COMPLAINTS AND RESPONSES THERETO, AND THE PROCESSING THEREOF BY THE ADMINISTRATOR; PROVIDING FOR ADDITIONAL REMEDIES; PROVIDING FOR PROHIBITING UNTRUTHFUL COMPLAINTS OR FALSE TESTIMONY; PROVIDING FOR PENALTIES FOR VIOLATION OF SUCH CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Garden has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes;

BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA: THAT THE CODE OF ORDINANCES, CITY OF WINTER GARDEN, FLORIDA, IS HEREBY AMENDED BY ADDING A CHAPTER TO BE NUMBERED 19, WHICH SAID SECTION READS AS FOLLOWS:

SECTION 1. TITLE.

Chapter 19 of the Code of Winter Garden, Florida, is hereby created which shall be known as and may be cited as the "Fair Housing Code" of the City of Winter Garden, Florida.

SECTION 2. DECLARATION OF POLICY.

It is the policy of the City of Winter Garden in keeping with the laws of the United States of America and the spirit of the Constitution of the State of Florida, to promote through fair, orderly and lawful procedure the opportunity for each person so desiring to obtain housing of such person's choice in this jurisdiction without regard to race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age, and, to that end, to prohibit discrimination in housing by any person.

SECTION 3. DEFINITIONS.

The terms as used herein shall be defined as follows:

- (a) Administrator: That person appointed by the City Commission pursuant to Section 6 hereof.
- (b) Age: Unless the context clearly indicates otherwise, the work age as used herein shall refer exclusively to persons who are 18 years of age or older.
- (c) Discriminatory Housing Practice: An act that is unlawful under Section 4 hereof.
- (d) Family: One or more persons living together as a single housekeeping unit in a dwelling.
- (e) Housing or Housing Accommodation: Any building, structure, or portion thereof, mobile home or trailer, or other facility which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof, mobile home or trailer or other facility.
- (f) Lending Institution: Any bank, insurance company, savings and loan association or any other person or organization regularly engaged in the business of lending money, guaranteeing loans, or sources of credit information, including, but not limited to credit bureaus.
- (g) Owner: Any person, including, but not limited to a lessee, sublease, assignee, manager, or agent, and also including the City of Winter Garden and its departments or other subunits, having the right of ownership or possession or the authority to sell or lease any housing accommodation.
- (h) Person: One or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mortgage companies, joint stock companies, trusts, receivers, fiduciaries, unincorporated organizations, or public corporations, including, but not limited to the City or any department or subunit thereof.
- (i) Real Estate Agent: Any real estate broker, any real estate salesperson, or any other person, employee, agent, or otherwise, engaged in the management or operation of any real property.
- (j) Real Estate Broker or Salesperson: A person, whether licensed or not, who, for or with the expectation of receiving a consideration, lists, sells, purchases, exchanges, rents, or leases real property, or who negotiates or attempts to negotiate any of these activities, or who holds himself or herself out as engaged in these activities, or who negotiates or attempts to negotiate a loan secured or to be secured by mortgage or other encumbrance upon real property, or who is engaged in the business of listing real property in a publication; or a person employed by or acting on behalf of any of these.
- (k) Real Estate Transaction: Includes the sale, purchase, exchange, rental or leases of real property, and any contract pertaining thereto.

- (l) Rent: Includes a lease, sublease, assignment and/or rental, including any contract to do any of the foregoing, or otherwise granting for a consideration the right to occupy premises that are not owned by the occupant.
- (m) Respondent: Any person against whom a complaint is filed pursuant to this ordinance.
- (n) Sale: Includes any contract to sell, exchange, or to convey, transfer or assign legal or equitable title to, or a beneficial interest in, real property.

SECTION 4. UNLAWFUL HOUSING PRACTICES.

- (1) Unlawful housing practices: Sale or rental and advertising in connection therewith.

Except as provided in Section 5 hereof, it shall be unlawful and a discriminatory housing practice for an owner, or any other person engaging in a real estate transaction, or for a real estate broker, as defined in this ordinance, because of race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age:

- (a) To refuse to engage in a real estate transaction with a person or to otherwise make unavailable or deny housing to any person.
- (b) To discriminate against a person in the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith.
- (c) To refuse to receive or to fail to transmit a bona fide offer to engage in a real estate transaction from a person.
- (d) To refuse to negotiate for a real estate transaction with a person.
- (e) To represent to a person that housing is not available for inspection, sale, rental or lease when, in fact, it is so available, or to fail to bring a property listing to such person's attention, or to refuse to permit him or her to inspect the housing.
- (f) To steer any person away from or to any housing.
- (g) To make, print, publish, circulate, post or mail, electronic or otherwise, or cause to be made, printed, published or circulated, any notice, statement, advertisement or sign, or to use a form of application or photograph for a real estate transaction or, except in connection with a written affirmative action plan, to make a record or oral or written inquiry in connection with a prospective real estate transaction, which indicates directly or indirectly an intent to make a limitation, specification, or discrimination with respect thereto.
- (h) To offer, solicit, accept, use or retain a listing of housing with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services in connection therewith.
- (i) To induce or attempt to induce any person to transfer an interest in any housing by representations regarding the existing or potential proximity of housing owned, used or occupied by any person protected by the terms of this ordinance.

- (j) To make any misrepresentations concerning the listing for sale or rental, or the anticipated listing for sale or rental, or the sale or rental of any housing in any area in the City of Winter Garden for the purpose of inducing or attempting to induce any such listing or any of the above transactions.
- (k) To retaliate or discriminate in any manner against any person because of his or her opposing a practice declared unlawful by this ordinance, or because he or she has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding or conference under this ordinance.
- (l) To aid, abet, incite, compel or coerce any person to engage in any of the practices prohibited by the provisions of this ordinance, or to obstruct or prevent any person from complying with the provisions of this ordinance, or any conciliation agreement entered into there under.
- (m) By canvassing to compel any unlawful practices prohibited by the provisions of this ordinance.
- (n) Otherwise to deny to, or withhold, any housing accommodations from a person.
- (o) To promote, induce, influence or attempt to promote, induce or influence by the use of postal cards, letters, circulars, telephone, emails, facsimiles, visitation or any other means, directly or indirectly, a property owner, occupant, or tenant to list for sale, sell, remove from, lease, assign, transfer, or otherwise dispose of any housing by referring as a part of a process or pattern of indicating neighborhood unrest, community tension, or fear of racial, color, religious, nationality or ethnic change in any street, block, neighborhood or any other area, to the race, color, religion, neighbors, tenants or other prospective buyers of any housing.
- (p) To place a sign or display any other devise either purporting to offer for sale, lease, assignment, transfer or other disposition or tending to lead to the belief that a bona fide offer is being made to sell, lease, assign, transfer or otherwise dispose of any housing that is not in fact available or offered for sale, lease, assignment, transfer or other disposition.

(2) Unlawful housing practices: Financing

It shall be unlawful and a discriminatory housing practice for any lending institution to deny a loan or other financial assistance to a person applying therefore for the purpose of purchasing, constructing, improving, repairing or maintaining housing, or to discriminate against such person in the fixing of the amount, interest rate, duration, or other terms or conditions of such loan or other financial assistance, because of the race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age of such person or of any person associated with such person in connection with such loan or other financial assistance, or of the present or prospective owners, lessees, tenants or occupants of the housing in relation to which such loan or other financial assistance is to be made or given; provided that nothing contained in this subsection shall impair the scope or effectiveness of the exceptions contained in Section 5 of this ordinance.

(3) Unlawful housing practices: Brokerage Services

It shall be unlawful and a discriminatory housing practice to deny any person access to, or membership, or participation in any multiple listing service, real estate brokers organization or other service, organization, or facility related to the business of selling, or renting housing, or to discriminate against such person in the terms or conditions of such access, membership or participation because of race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap, or age.

SECTION 5. EXEMPTIONS AND EXCEPTIONS.

(1) Nothing contained in Section 4 hereof shall prohibit a religious organization, association, or society, or any nonprofit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting or from advertising the sale, rental or occupancy of housing which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons. Nor shall anything in this ordinance prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes, provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

(2) Nothing in Section 4 hereof, other than subsection (g) of subsection (1) thereof, shall apply to:

(a) Any single-family house sold or rented by an owner: provided, that such private individual owner does not own more than three such single-family houses at any one time; provided, further, that in the case of the sale of any such single-family house by a private individual owner not residing in such house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within any twenty-four month period; provided, further, that it does not own any interest in, nor is there owned or reserved on such owner's behalf, under any express or voluntary agreement, title to or any rights to all or a portion of the proceeds from the sale or rental of, more than three such single-family houses at any one time; provided, further, that the owner sells or rents such housing (1) without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, or salesperson, or of such facilities or services of any person in the business of selling or renting housing, or of any employee or agency of any such broker, agent, salesperson, or person and (2) without the publication, posting, or mailing, after notice, of any advertisement or written notice in violation of subsection (g) of subsection (1) of Section 4 hereof, but nothing in this provision shall prohibit the use of attorneys, escrow agents, abstracters, title companies, and other such professional assistance as necessary to perfect or transfer the title; or

(b) Rooms or units in housing containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the

owner actually maintains and occupies one of such living quarters as such owner's residence, provided that the owner sells or rents such rooms or units (1) without the use in any manner of the sales or rental services of any real estate broker, agent or salesperson, or of such facilities or services of any person in the business of selling or renting housing, or of any employee or agency of any such broker, agent salesperson, or person and (2) without the publication, posting or mailing, after notice in violation of subsection (g) of subsection (1) of Section 4 hereof, but nothing in this provision shall prohibit the use of attorneys, escrow agents, abstracters, title companies, and other such professional assistance as necessary to perfect or transfer the title.

(3) For the purpose of this subsection a person shall be deemed to be in the business of selling or renting housing if:

- (a) He or she has, within the preceding twelve months, participated as principal, other than in the sale of his or her own personal residence, in providing sales or rental facilities or sales or rental services in three or more transactions involving the sale or rental of any housing or any interest therein; or
- (b) He or she has, within the preceding twelve months, participated as agent, other than in the sale of his or her own personal residence, in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any housing or any interest therein; or
- (c) He or she is the owner of any housing designed or intended for occupancy by, or occupied by, five or more families.

(4) Nothing in Section 4 hereof shall be construed to:

- (a) Bar any person from restricting sales, rentals, leases or occupancy, or from giving preference, to persons of a given age for bona fide housing intended solely for the elderly or bona fide housing intended solely for minors.
- (b) Make it an unlawful act to require that a person have legal capacity to enter into a contract or lease.
- (c) Bar any person from advertising or from refusing to sell or rent any housing which is planned exclusively for, and occupied exclusively by, individuals of one sex, to any individual of the opposite sex.
- (d) Bar any person from selling, renting or advertising any housing which is planned exclusively for, and occupied exclusively by, unmarried individuals to unmarried individuals only.
- (e) Bar any person from advertising or from refusing to sell or rent any housing which is planned exclusively for married couples without children or from segregating families with children to special units of housing.
- (f) Bar any person from refusing a loan or other financial assistance to any person whose life expectancy, according to generally accepted mortality tables, is less than the term for which the loan is requested.

SECTION 6. ADMINISTRATOR AUTHORITY AND RESPONSIBILITIES.

- (1) Commission to Appoint. The authority and responsibility for administering this ordinance shall be vested in the Commission who shall appoint an administrator.
- (2) General Powers and Duties. The administrator shall:
 - (a) Receive written complaints as hereinafter provided in Section 7 relative to alleged unlawful acts under this ordinance when a complaint seeks the administrator's good offices to conciliate.
 - (b) Upon receiving written complaint, make such investigations as the administrator deems appropriate to ascertain facts and issues.
 - (c) Utilize methods of persuasion, conciliation, and mediation or information adjustment of grievances.
 - (d) Establish, administer or review programs at the request of the Commission and make reports on such programs to the Commission.
 - (e) Bring to the attention of the Commission items that may require Commission notice or action to resolve.
 - (f) Render to the Commission annual written reports of his or her activities under the provisions of this ordinance along with such comments and recommendations as he or she may choose to make.
 - (g) Cooperate with and render technical assistance to federal, state, local and other public and private agencies, organizations and institutions which are formulating or carrying on programs to prevent or eliminate the unlawful discriminatory practices covered by the provisions of this ordinance.
- (3) Determination of Probable Cause. If after fully processing the complaint in the manner hereafter provided, the administrator determines that there is probable cause to believe that there has been a violation of the provisions of this Chapter, and conciliation and/or resolution under this chapter is not achieved, the administrator shall refer the matter, along with the facts he or she has gathered in the investigations, to the proper county, state or federal authorities for appropriate legal action, with notification thereof to the City Manager and City Attorney.
- (4) Promulgation of Forms and Regulations. The administrator shall promulgate, publish and distribute the necessary forms, rules and regulations to implement the provisions of this ordinance.

SECTION 7. COMPLAINTS.

- (1) A person who claims that another person has committed a discriminatory housing practice against him or her may report that offense to the administrator by filing an informal complaint within forty-five (45) days after the date of the alleged discriminatory housing practice and not later.

- (2) The administrator shall treat a complaint referred by the Secretary of Housing and Urban Development or the Attorney General of the United States under the Fair Housing Act of 1968, Public Law 90-284, as an informal complaint filed under subsection (1).
- (3) An informal complaint must be in writing, verified or affirmed, on a form to be supplied by the administrator and shall contain the following:
 - (a) Identity and address of the respondent.
 - (b) Date of offense and date of filing the informal complaint.
 - (c) General statement of facts of the offense including the basis of the discrimination (race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age).
 - (d) Name and signature of the complainant.
- (4) Each complaint shall be held in confidence by the administrator unless and until the complainant and the respondent(s) consent in writing that it shall be made public.
- (5) Within fifteen (15) days after the filing of the informal complaint, the administrator shall transmit a copy of the same to each respondent named therein by certified mail, return receipt requested. Thereupon, the respondent(s) may file a written, verified informal answer to the informal complaint within twenty (20) days of the date of the receipt of the informal complaint.
- (6) An informal complaint or answer may be amended at any time, and the administrator shall furnish a copy of each amended informal complaint or answer to the respondent(s) complaint, respectively, as promptly as practicable.
- (7) The administrator shall assist complainants or respondents when necessary in the preparation and filing of informal complaints or answers or any amendments thereto.
- (8) The administrator shall advise complainants of their rights and options provided in Section 760.34, Florida Statutes.

SECTION 8. PROCESSING COMPLAINTS.

- (1) Within fifteen (15) days after the filing of an informal complaint, the administrator shall make such investigation as is deemed appropriate to ascertain facts and issues. If the administrator shall deem that there are reasonable grounds to believe that a violation has occurred and can be resolved by conciliation, the administrator shall attempt to conciliate the matter by methods of initial conference and persuasion with all interested parties and such representatives as the parties may choose to assist them. Conciliation conferences shall be informal and nothing said or done in the course of the informal conference with the individuals to resolve the dispute may be public or used as evidence in a subsequent proceeding by either party without the written consent of both the complainant and the respondent(s). The administrator or employee of the administrator who shall make public any information in violation of this provision shall be deemed guilty of a violation of a city ordinance, and shall be subject to penalty as set forth in Section 12.
- (2) If the parties desire to conciliate, the terms of the conciliation shall be reduced to writing in the form approved by the administrator and must be signed and verified by the

complainant and respondent(s) and approved by the administrator. The conciliation agreement shall be for conciliation purposes only and shall not constitute an admission by any party that the law has been violated.

- (3) If the administrator deems that there is not probable cause to believe that the alleged discriminatory housing practice has been committed, the administrator shall take no further action with respect to the alleged offense.
- (4) For any matter involving a complaint under this chapter which is not resolved after the parties, in good faith, have attempted conciliation; or if the administrator determines that a violation alleged in the complaint cannot be resolved by conciliation, the administrator shall notify both the complainant and the respondent(s) within thirty (30) days of the failure or the determination, and then shall proceed as provided in Paragraph (3) of Section 6 herein above.

SECTION 9. ADDITIONAL REMEDIES.

The procedure prescribed by this chapter does not constitute an administrative prerequisite to another action or remedy available under other law. Further, nothing in this chapter shall be deemed to modify, impair or otherwise affect any right or remedy conferred by the Constitution or laws of the United States or the State of Florida, and the provisions of this chapter shall be in addition to those provided by such other laws.

SECTION 10. EDUCATION AND PUBLIC INFORMATION.

The administrator may conduct educational and public informational activities, including workshops, that are designed to promote the policy of this chapter.

SECTION 11. UNTRUTHFUL COMPLAINTS OR TESTIMONY.

It shall be a violation of this chapter for any person knowingly and willfully to make false or untrue statements, accusations or allegations in a complaint filed hereunder, or to give false testimony concerning violations of this chapter.

SECTION 12. PENALTY.

Any person who is determined under this chapter to have committed a discriminatory housing practice shall be subject, upon conviction, to a fine up to but not exceeding the sum of Five Hundred and no/100 Dollars (\$500.00), or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment.

SECTION 13. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City of Winter Garden hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared illegal, invalid or unconstitutional, and all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 14. CODIFICATION.

This Ordinance shall be codified and made a part of the City of Winter Garden Code of Ordinances; that the Sections of this Ordinance may be renumbered or relettered to accomplish such intention; the word "Ordinance" may be changed to "Chapter," "Section", "Article", or other appropriate word.

SECTION 15. EFFECTIVE DATE.

This Ordinance shall become effective upon approval of the City Commission at its second reading.

FIRST READING: August 23 , 2012.

SECOND READING AND PUBLIC HEARING HELD: September 13 , 2012.

ADOPTED this 13th Day of, September , 2012, by the City Commission
Of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

RESOLUTION NO. 12-17

A RESOLUTION AUTHORIZING THE IMPLEMENTATION OF THE LONG TERM AND SHORT TERM OBJECTIVES OF THE CITY OF WINTER GARDEN COMMUNITY DEVELOPMENT PLAN

WHEREAS, the City of Winter Garden (the “City”) is located in Orange County, Florida. Based on the 2006-2010 American Community Survey 5-Year Estimates from the US Census Bureau, the City’s population is 34,568. Of the 34,568 residents, 2,662 or 7.7% are below the poverty level.

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

The City shall implement the following objectives:

LONG TERM OBJECTIVES:

1. To improve the physical environment of the community to make it more functional, safe, and efficient; and to preserve the neighborhood’s integrity.
2. To promote the public interest.
3. To inject long range considerations into the determination of short range decisions.
4. To bring professional and technical knowledge to bear on issues concerning social, economical, and/or physical development.
5. To facilitate effective cooperation and coordination between all concerned with community development.
6. To identify all available resources for major opportunities, and to improve the way of life for all in the community.

SHORT TERM OBJECTIVES:

1. To apply for Community Development Block Grant funds in the Housing Rehabilitation category to rehabilitate or replace a minimum of twelve (12) owner occupied properties, and provide the owner/occupants of the property being rehabilitated or replaced with temporary relocation assistance while their residence is being addressed.
2. To explore other possible resources for the purpose of improving the way of life for all citizens, especially those who live in deteriorated housing and neighborhoods.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2012.

JOHN REES, MAYOR/COMMISSIONER

ATTEST:

Kathy Golden, City Clerk

RESOLUTION NO. 12-18

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2012.

WHEREAS, the City of Winter Garden desires to submit an application to the Florida Department of Economic Opportunity for a Small Cities Community Development Block Grant to benefit persons of low and moderate income.

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

1. That the City of Winter Garden hereby authorizes the submission of an application for a Community Development Block Grant Housing Rehabilitation Program; and
2. That the Mayor of the City of Winter Garden is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on or before October 1, 2012.
3. This Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2012.

JOHN REES, MAYOR/COMMISSIONER

ATTEST:

Kathy Golden, City Clerk

RESOLUTION #CRA 12-19

A RESOLUTION AUTHORIZING THE USE OF ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) OF CITY OF WINTER GARDEN FUNDING AS LEVERAGE FOR THE SMALL CITIES HOUSING REHABILITATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION THE CITY IS SUBMITTING TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2012

WHEREAS, the City of Winter Garden (the “City”) desires to show evidence of its commitment to provide a specific amount of leverage funding to be used in carrying out the Small Cities Housing Rehabilitation Community Development Block Grant Application.

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

1. That the City hereby commits to providing a minimum of One Hundred Twenty-Five Thousand dollars (\$125,000.00) as leverage for a Community Development Block Grant application in the Housing Rehabilitation category; and
2. That Twelve Thousand Five Hundred dollars (\$12,500.00) of the leverage funding shall come from the City’s Community Redevelopment Agency for Housing Rehabilitation/Demolition/Replacement Services on residences located within the Community Redevelopment Area, and One Hundred Twelve Thousand Five Hundred dollars (\$112,500.00) of leverage funding will be provided by City’s Community Redevelopment Agency for Administrative Services associated with carrying out the grant.
3. That the City understands these funds will be expended, following approval of the Community Development Block Grant, after the Department of Economic Opportunity site visit for the project, but prior to the City submitting the administrative closeout for the project to the Florida Department of Economic Opportunity.
4. This Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2012.

COMMUNITY REDEVELOPMENT AGENCY

JOHN REES, Chairman

ATTEST:

Kathy Golden, City Clerk

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: **September 4, 2012** **Meeting Date: September 13, 2012**

Subject: Hickory Hammock
Resolution 12-16
Planned Unit Development (PUD) Extension

Issue: Applicant is requesting an extension of Hickory Hammock Planned Unit Development approval.

Discussion:

City staff recommends approval of the proposed Resolution to extend the Planned Unit Development approval.

Recommended Action:

Staff recommends approval of Resolution 12-16, extending the Hickory Hammock Planned unit Development approval.

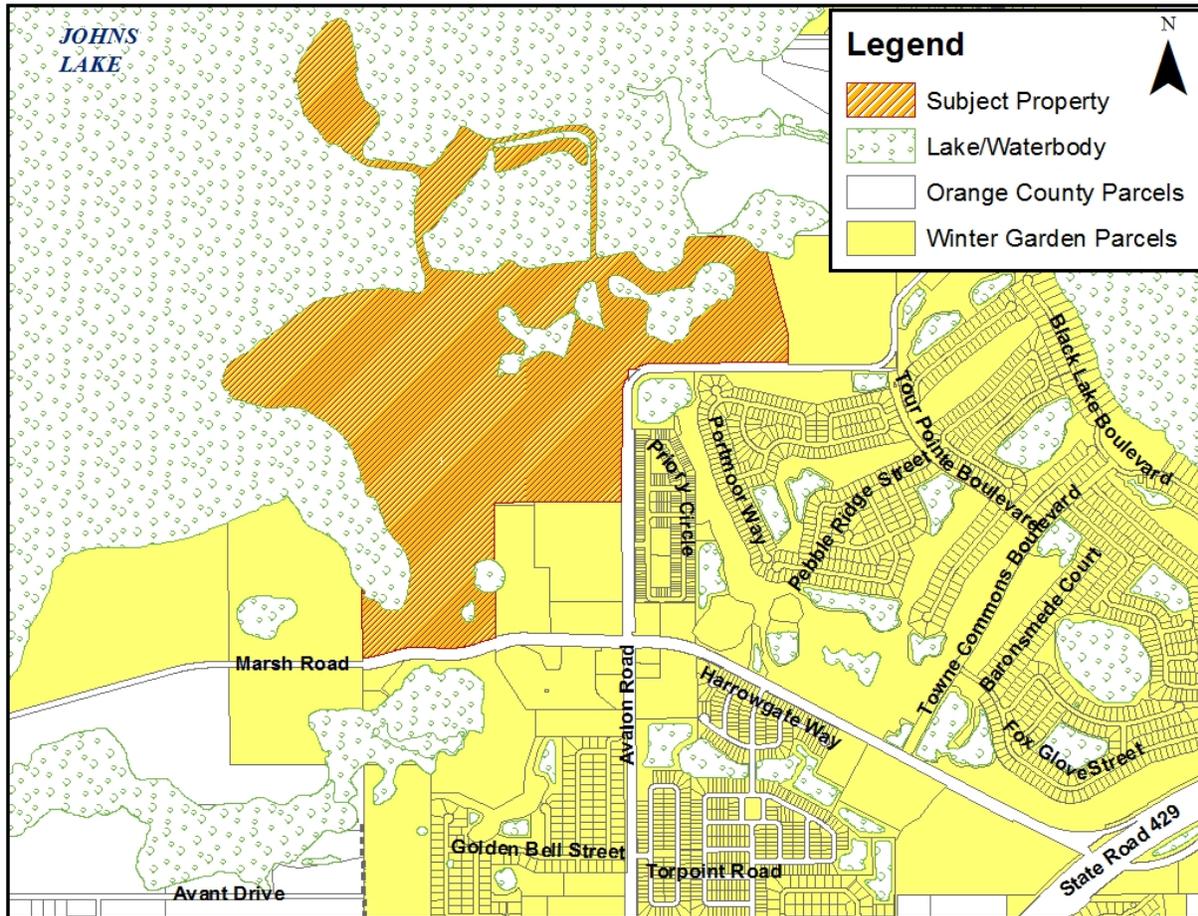
Attachments/References:

Location Map
Resolution 12-16

LOCATION MAP

Resolution 12-16

HICKORY HAMMOCK



RESOLUTION 12-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN GRANTING AN EXTENSION OF THE HICKORY HAMMOCK PLANNED UNIT DEVELOPMENT APPROVED BY ORDINANCE 06-05; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING.

WHEREAS, IOTA Hickory Hammock, LLC (the “Applicant”) is the current owner in fee simple of that certain real property generally located on the Northwest corner of Avalon Road and Hartwood Marsh Road in Winter Garden, Orange County, Florida, being more particularly described on **Attachment "A"** (the "**Subject Property**")

WHEREAS, the Subject Property is zoned Hickory Hammock Planned Unit Development pursuant to Ordinance 06-05 adopted on February 6, 2006 (the “Hickory Hammock PUD”); and

WHEREAS, in accordance with the Hickory Hammock PUD and § 118-830, City of Winter Garden Code of Ordinances and previous extensions granted, the Hickory Hammock PUD and its associated preliminary development plan expires on September 30, 2012 (“PUD Expiration Date”) if the requirements for vesting set forth in § 118-830, City of Winter Garden Code of Ordinances have not been met by the PUD Expiration Date; and

WHEREAS, the Applicant has requested an extension of the PUD Expiration Date under § 118-829, City of Winter Garden Code of Ordinances; and

WHEREAS, the City Commission finds good cause for granting the Applicant a one-year extension of the PUD Expiration Date.

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

SECTION 1. Recitals. The above recitals are true and accurate and are incorporated herein as findings of the City Commission.

SECTION 2. PUD Extension Granted. The Applicant’s request for an extension of the September 30, 2012 PUD Expiration Date under the Hickory Hammock PUD is hereby granted for one additional year. The new PUD Expiration Date is **September 30, 2013**, for the Applicant or its successors to either: i) file and obtain approval of a final plat of a residential planned unit development, or any portion thereof; or ii) file and obtain approval of a final development plan of a residential planned unit development, or a portion thereof and commence construction contemplated by such plan (site clearing and tree removal activities do not constitute commencement of construction for the purposes of this subsection).

SECTION 3. Effective Date. This Resolution shall take effect immediately upon adoption.

SECTION 4. Recording. The original or a certified copy of this Resolution and its exhibit shall be recorded in the public records of Orange County, Florida by the City Clerk.

PASSED AND RESOLVED this 13th day of September, 2012.

CITY OF WINTER GARDEN, FLORIDA

John Rees, Mayor

ATTEST:

Kathy Golden, City Clerk

Attachment "A"- Subject Property Legal Description

Government Lot 1 (Turkey Island) in Section 32, Township 22 South, Range 27 East.

AND

All of fractional Section 32, Township 22 South, Range 27 East, excluding, however, any real property in private ownership located in the West one-half (W1/2) of the Southwest quarter (SW1/4) of the Northwest quarter (NW1/4) or the West one-half (W1/2) of the Northwest quarter (NW1/4) of the Southwest quarter (SW1/4) of Section 32, Township 22 South, Range 27 East.

AND

The Southwest quarter (SW1/4) of the Northwest quarter (NW1/4) of Section 33, Township 22 South, Range 27 East.

AND

The North one-half (N1/2) of the Southwest quarter (SW1/4) of Section 33, Township 22 South, Range 27 East, Subject to the road right of way of County Road 545 on the South side thereof.

AND

The Southwest quarter (SW1/4) of the Southwest quarter (SW1/4) of Section 33, Township 22 South, Range 27 East, Subject to the road right of way of County Road 545 on the East side thereof.

AND

Beginning at the Southwest corner of the Northwest quarter (NW1/4) of the Southeast quarter (SE1/4) of Section 33, Township 22 South, Range 27 East, run East 264.99 feet, thence run North 341.22 feet, thence run Northwesterly to the Northwest corner of the Northwest quarter (NW1/4) of the Southeast quarter (SE1/4) of said Section, thence run South to the Point of Beginning, Less road right of way of County Road 545 on the South side thereof.

AND

Beginning at the corner post of the Northeast corner of the Northeast quarter (NE1/4) of the Northeast quarter (NE 1/4) of Section 5, Township 23 South, Range 27 East, run South on the Section line 39.5 rods, thence run West 52 rods, thence run in a Northerly direction to the Northwest corner of said lands on the Section line, thence run East 70 rods to the Point of Beginning.

AND

The South one-half (S1/2) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 5, Township 23 South, Range 27 East.

AND

That part of the Southeast quarter (SE1/4) of the Northeast quarter (NE1/4) of Section 5, Township 23 South, Range 27 East, lying North of the county graded road known as Marsh Road running East and West through the Southeast quarter (SE1/4) of the Northeast quarter (NE1/4) of said Section.

Subject to a conservation easement granted to St. Johns River Water Management District on and over a portion of Section 32, Township 22 South, Range 27 East, and a portion of Section 33, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 33, Township 22 South, Range 27 East; said point lying South 89°53'58" West, 2657.13 feet from the South one-quarter (S1/4) corner of said Section 33; thence North 21°31'39" East, 2609.56 feet to the Point of Beginning; thence South 81°47'55" West, 413.26 feet; thence South 77°42'48" West, 209.93 feet; thence North 59°07'01" West, 158.92 feet; thence South 86°48'21" West, 139.02 feet; thence South 41°21'57" West, 127.32 feet; thence North 85°15'44" West, 612.77 feet; thence North 18°10'31" West, 263.62 feet; thence North 35°54'18" East, 1173.94 feet; thence North 78°29'05" East, 758.18 feet; thence South 73°33'07" East, 180.13 feet; thence South 46°02'33" East, 88.18 feet; thence South 00°03'35" West, 1165.74 feet to the Point of Beginning.

LEGAL DESCRIPTION ATTACHMENT A

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: **September 7, 2012** **Meeting Date: September 13, 2012**

Subject: Alexander Ridge
Planned Unit Development (PUD) Extension

Issue: Applicant is requesting an extension of the Alexander Ridge Planned Unit Development approval.

Discussion:

City staff recommends approval of the proposal to extend the Planned Unit Development approval for one additional year to expire September 30, 2013.

Recommended Action:

Staff recommends approval of the proposal to extend the Planned Unit Development approval for one additional year to expire September 30, 2013.

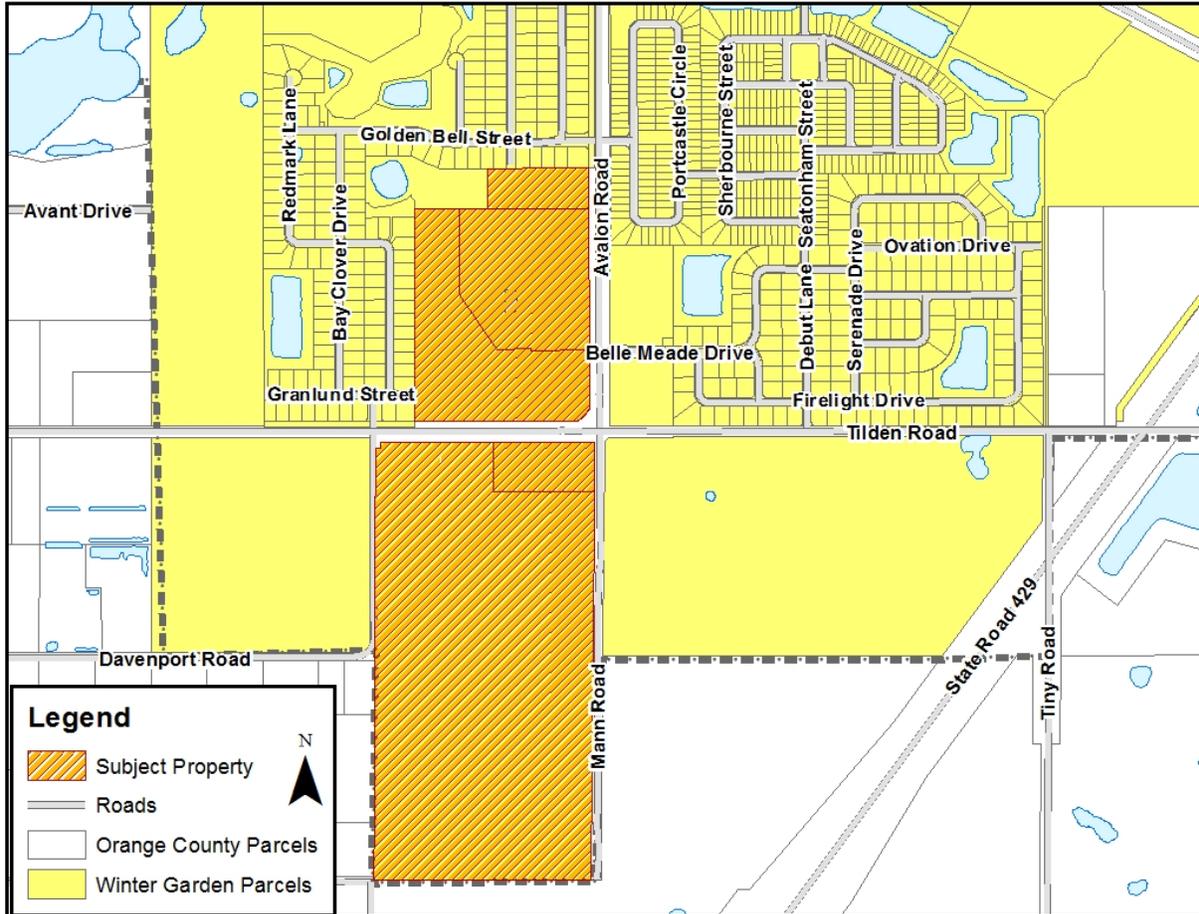
Attachments/References:

Location Map
Ordinance 05-44

LOCATION MAP

Ordinance 05-44

Alexander Ridge PUD



ORDINANCE 05-44

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 112.16 ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE SOUTHWEST AND NORTHWEST CORNERS OF THE AVALON ROAD AND TILDEN ROAD INTERSECTION FROM COUNTY A-1 TO CITY PUD; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (Alexander Ridge PUD)

WHEREAS, the owners of real property of approximately 112.16 acres of land generally LOCATED ON THE SOUTHWEST AND NORTHWEST CORNERS OF THE AVALON ROAD AND TILDEN ROAD INTERSECTION and legally defined herein desire to rezone their property from COUNTY A-1 TO CITY PUD,

WHEREAS, the City and the Owner have entered into an Annexation Agreement that addresses certain development issues, therefore;

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

Section I –

After due notice and public hearing, the zoning classification of real property legally described in ATTACHMENT "A" (herein after known as Alexander Ridge or Property) is hereby rezoned from COUNTY A-1 TO CITY PUD in the City of Winter Garden, Florida with the following provisions and restrictions:

- a. **Conceptual Plan** - All development on Alexander Ridge must substantially conform to the requirements identified in ATTACHMENT "B" (the Alexander Ridge Planned Unit Development Plan created by Canin Associates and revised on Nov 29 and 30, 2005).
- b. **Zoning** - Unless specifically noted otherwise in ATTACHMENT "B", all residential development in Alexander Ridge (to include accessory buildings and structures) must comply with the general zoning requirements of the R-1 zoning district for any single family house that is developed on the site and R-3 (to include the townhome section of the City Land Development Regulations) for any townhome that is developed on the property. These requirements include any approval procedure of the R-1 and R-3 zoning districts.

Unless specifically noted otherwise in ATTACHMENT "B", all the area described as "FUTURE COMMERCIAL" will require a separate rezoning to PCD prior to any construction or development.

- c. **JPA** - All development of the Property must conform with the requirements of the Fifth Amendment to the Restated Interlocal Agreement as recorded by the Orange County Board of Commissioners on November 9, 2004 to include (but not limited to) the following:
 - Compliance with the School Capacity Requirements to include receiving a Capacity Enhancement Agreement with Orange County Public Schools prior to receiving Construction Plan approvals for the subdivision.

- Garages shall be located at least 5 feet behind the front building line for single family houses and in the rear of the townhome units, unless side entry garages are utilized, and in such case, the front façade shall meet the PUD architectural standards.
 - Front porches on at least 50% of the units.
- d. **Reuse** - Any irrigation on the development shall be designed to be supplied by reclaimed water once it is made available. This will include installation of reuse water mains (purple pipe) and meters that will initially be supplied by domestic water via a jumper. Reuse connection point(s) shall be shown on construction plans; irrigation/reuse plans shall be submitted, reviewed and approved by the City prior to installation.
- e. **Architectural Standards** – Architectural Standards shall be developed and submitted by the property owner. These Architectural Standards must be approved by the City Commission prior to the first preliminary plat approval.
- f. **Box Curbs** – The subdivisions must be constructed with FDOT type “F” or box curbing.

Section II - Specific requirements for Townhome Development

- (1) **Zoning** – Unless specifically identified on Attachment “B” (i.e. setbacks, lot size, lot width, etc), all townhome development must comply with the R-3 zoning code (i.e. permits and prohibited uses, Home Occupations, parking requirements, accessory structures, etc.) with the following exceptions:
- a. Unless specifically identified on Attachment “B”, all townhome (single family attached development) development must comply with the R-3 and Townhome section of the City Code with the following additions:
 - **Parking** – A minimum of 2.5 parking spaces (with a minimum of 2 parking spaces on each lot, not including garages) must be provided for each townhome unit. No head in parking is allowed on public or common Right of Way. Only parallel parking is allowed on the right-of-way.

Section III –

- (1) **Staff Conditions** – All development must comply with the conditions identified in ATTACHMENT “C” (November 30, 2005 memorandum from the City Engineer).
- (2) **Stand Alone Clause** - Each phase of development must operate as an individual unit in that each particular phase will be able to stand-alone in the event no other phase is developed.
- (3) **Utilities and equipment** - All utilities must be underground. All utility equipment (i.e. transformers, etc.) must be well screened.
- (4) **Dark Sky** - All street lights will comply with Orange County’s “Dark Sky” requirements
- (5) **Amendments** – Minor amendments to this ordinance will be achieved by Resolution of the City Commission. Major amendments will need to be approved by the City Commission by Ordinance.

Section IV The City Clerk and the City Manager are hereby authorized and directed to amend the Official Winter Garden Zoning Map in accordance with the provisions of this ordinance.

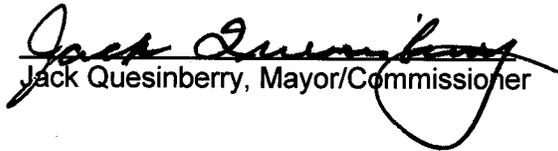
Section V All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section VI This Ordinance shall become effective upon approval by the City Commission.

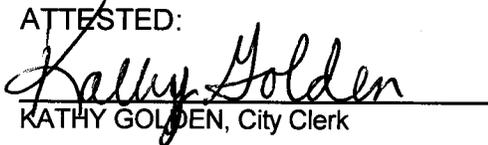
FIRST READING: Dec. 8 2005.

SECOND READING AND PUBLIC HEARING: Feb. 9 2006.

APPROVED:


Jack Quesinberry, Mayor/Commissioner

ATTESTED:


KATHY GOLDEN, City Clerk

{Alexander Ridge 02/02/2006}

SKETCH OF DESCRIPTION

SHEET 1 OF 2

LEGAL DESCRIPTION (North Parcel):

A parcel of land lying in the Southwest 1/4 of Section 4 , Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Southwest corner of aforesaid Southwest 1/4 of Section 4, also being the Northwest corner of the Northwest 1/4 of Section 9, aforesaid Township 23 South, Range 27 East, Orange County, Florida; thence run North 89°56'08" East along the South line of said Southwest 1/4, also being the North line of said Northwest 1/4 for a distance of 233.66 feet to a point on a line parallel to and 233.70 feet East of the West line of said Southwest 1/4 of Section 4; thence departing said South line and said North line run North 00°00'03" East along said parallel line for a distance of 30.00 feet to a point on the apparent Northerly right-of-way line of Tilden Road as monumented, also being a point on the North line of the South 30.00 feet of said Southwest 1/4 of Section 4, also being the POINT OF BEGINNING; thence departing said Northerly right-of-way line and said North line continue North 00°00'03" East along said parallel line for a distance of 1287.82 feet; thence departing said parallel line run North 89°50'04" East for a distance of 427.11 feet; thence run North 00°04'23" West for a distance of 238.40 feet; thence run North 89°50'04" East for a distance of 627.51 feet to a point on the Westerly line of Avalon Road; thence run South 00°08'47" East along said Westerly right-of-way line for a distance of 238.40 feet; thence continuing along said Westerly right-of-way line run North 89°49'44" East for a distance of 2.99 feet; thence run South 00°08'47" East for a distance of 1077.47 feet to a point of curvature of a curve concave Northwesterly and having a radius of 211.92 feet; thence run Southwesterly along said curve through a central angle of 90°04'56" for an arc distance of 333.19 feet to a point of tangency, also being a point on aforesaid apparent Northerly right-of-way line of Tilden Road, also being a point on the North line of the South 30.00 feet of said Southwest 1/4 of Section 4; thence departing said Westerly right-of-way line run South 89°56'09" West along said apparent Northerly right-of-way line and said North line for a distance of 849.01 feet to aforesaid POINT OF BEGINNING.

Contains 34.562 acres more or less.

ak2

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.
 THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 9-23-27 BEING AN ASSUMED BEARING OF N89°56'08"E.

JOB NO. 23213
 DATE: 12-21-04
 SCALE: 1" = 400 FEET
 FIELD BY: N/A

CALCULATED BY: JLR
 DRAWN BY: PJR
 CHECKED BY: JLR

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. SICKMAN P.S.M. # 5833

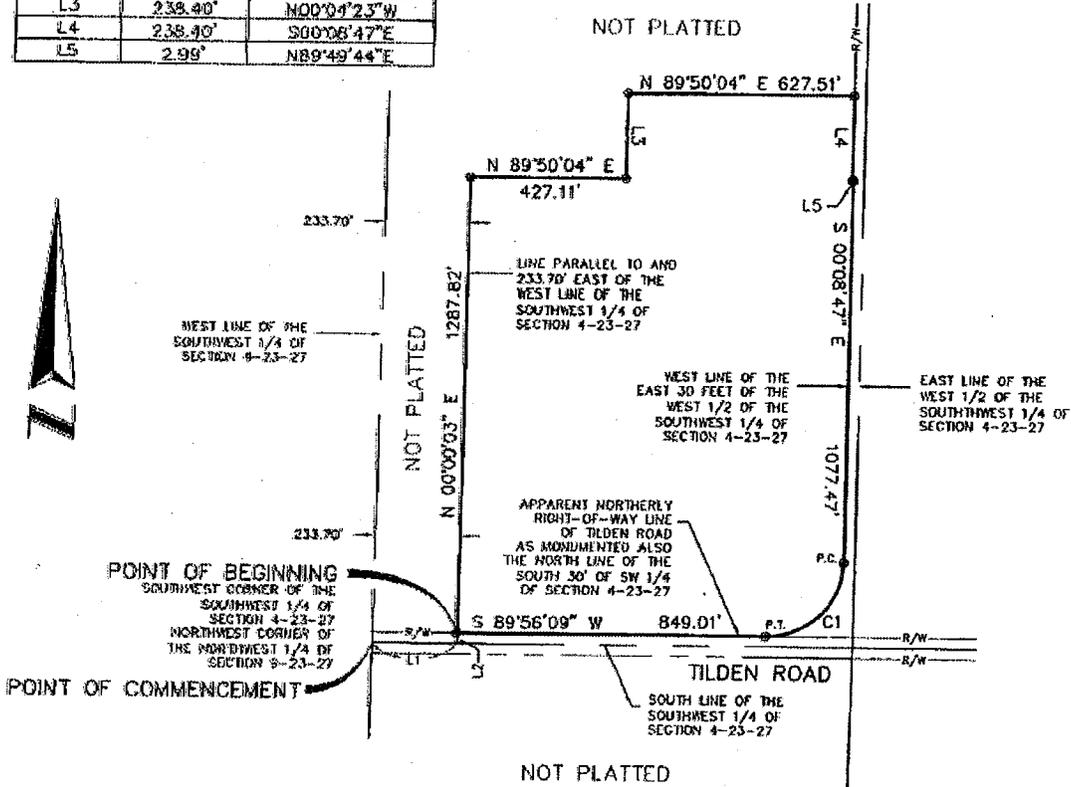


16 East Plant Street
 Winter Garden, Florida 34787 * (817) 654 5355

SKETCH OF DESCRIPTION

SHEET 2 OF 2

LINE TABLE		
LINE	LENGTH	BEARING
L1	233.68'	N89°56'08"E
L2	30.00'	N00°00'03"E
L3	238.40'	N00°04'23"W
L4	238.10'	S00°06'47"E
L5	2.99'	N89°49'44"E



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	211.92'	333.19'	299.91'	N44°53'41"E	90°04'56"

ALLEN & COMPANY
Professional Surveyors & Mappers
16 East Plant Street
Winter Garden, Florida 32787 (407) 664-5385

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

6x2

JOB NO. 23213	CALCULATED BY: JLR
DATE: 12-21-04	DRAWN BY: PJR
SCALE: 1" = 400 FEET	CHECKED BY: JAR
FIELD BY: N/A	

SKETCH OF DESCRIPTION

SHEET 1 OF 2

LEGAL DESCRIPTION (South Parcel):

A parcel of land lying in the Northwest 1/4 of Section 9, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Southwest corner of aforesaid Southwest 1/4 of Section 4, also being the Northwest corner of the Northwest 1/4 of Section 9, aforesaid Township 23 South, Range 27 East, Orange County, Florida; thence run South 00°11'41" West along the West line of said Northwest 1/4 for a distance of 30.00 feet to a point on the apparent Southerly right-of-way line of Tilden Road as monumented, also being a point on the South line of the South 30.00 feet of said Northwest 1/4 of Section 9, also being the POINT OF BEGINNING; thence departing said West line run North 89°56'08" East along said apparent Southerly right-of-way line, also being said South line for a distance of 1294.83 feet to a point on the West line of the East 30.00 feet of the West 1/2 of aforesaid Northwest 1/4 of Section 9; thence departing said apparent Southerly right-of-way line, also being said South line run South 00°30'05" West along said West line for a distance of 2625.57 feet to a point on the South line of aforesaid Northwest 1/4 of Section 9; thence departing said West line run South 89°59'23" West along said South line for a distance of 1280.78 feet to a point on the West line of said Northwest 1/4; thence departing said South line run North 00°11'41" East along said West line for a distance of 2624.26 feet to aforesaid POINT OF BEGINNING.

Contains 77.601 acres more or less.



16 East Plant Street
Winter Garden, Florida 34787 • (407) 884-5335

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 9-23-27 BEING AN ASSUMED BEARING OF N89°56'08"E.

JOB NO. 23213

DATE: 12-21-04

SCALE: 1" = 400 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: JLR

FOR THE LICENSED BUSINESS # 0723 BY:

JAMES L. RICKMAR P.S.M. # 5633

SKETCH OF DESCRIPTION

SHEET 2 OF 2

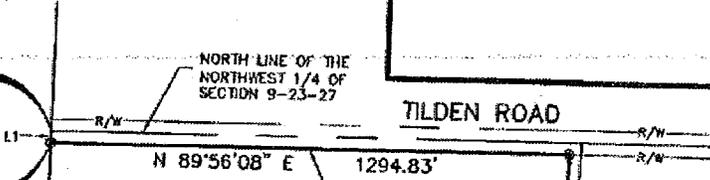
POINT OF COMMENCEMENT

SOUTHWEST CORNER OF THE
SOUTHWEST 1/4 OF
SECTION 4-23-27
NORTHWEST CORNER OF
THE NORTHWEST 1/4 OF
SECTION 9-23-27

POINT OF BEGINNING

NORTH LINE OF THE
NORTHWEST 1/4 OF
SECTION 9-23-27

TILDEN ROAD



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00'	S 00°11'41\" W

NOT PLATTED

NOT PLATTED

DAVENPORT ROAD

2624.26'

N 00°11'41\" E

WEST LINE OF THE
WEST 1/2 OF THE
NORTHWEST 1/4 OF
SECTION 9-23-27

WEST LINE OF THE
EAST 30 FEET OF THE
WEST 1/2 OF THE
NORTHWEST 1/4 OF
SECTION 9-23-27

EAST LINE OF THE
WEST 1/2 OF THE
NORTHWEST 1/4 OF
SECTION 9-23-27

2625.57'

S 00°30'05\" W

WEST 1/4 CORNER OF
SECTION 9-23-27

SOUTH LINE OF THE
NORTHWEST 1/4 OF
SECTION 9-23-27

SANDHILL ROAD

S 89°59'23\" W

1280.78'

NOT PLATTED



16 East Plant Street
Tallahassee, Florida 32304 (907) 854-5386

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 23213	CALCULATED BY: JLR
DATE: 12-21-04	DRAWN BY: PJR
SCALE: 1" = 400 FEET	CHECKED BY: JLR
FIELD BY: N/A	

CITY OF WINTER GARDEN

Engineering Department

251 West Plant Street - Winter Garden, Florida 34787-3011

(407) 841-4084 - FAX (407) 648-8763

MEMORANDUM

TO: MARK CECHMAN, CITY PLANNER
FROM: MARSHALL ROBERTSON, ASSISTANT TO THE CITY MANAGER
BOB SMITH, PUBLIC WORKS DIRECTOR
CHARLES TINCH, ASSISTANT UTILITIES DIRECTOR
ARTHUR R. MILLER, III, PE, PLS - CITY ENGINEER
DATE: NOVEMBER 30, 2005
SUBJECT: REVIEW OF REVISED COMPREHENSIVE PLAN AMENDMENT – KARR PROPERTY
ALEXANDER RIDGE P.U.D. - C.R. 545 (AVALON ROAD) – WEST OF TILDEN ROAD

Pursuant to your request, we have reviewed the revised conceptual plan and information for the proposed annexation and Comprehensive Plan Amendment dated 11/16/05, 11/29/05 & 11/30/05 for compliance with the City's subdivision and stormwater requirements. This was submitted in response to our review comments dated 7/12/05 and 10/31/05 and meetings with the Developer on 8/23/05, 10/28/05 and 11/29/05. We recommend approval subject to the following conditions and comments:

1. Preliminary studies by the City's Transportation Consultant indicate the existing two-lane C.R. 545 (Avalon Road) will not support the combined traffic of existing and proposed projects feeding into it. The City is currently formulating an analysis and solution that will, in conjunction with Orange County, provide for the 4-laning of this road from west of Tilden Road to S.R. 50 by the adjacent developers. If this project is approved by the City, this project shall be required to participate in the City's final solution to provide the needed improvements to C.R. 545 that may include payments in addition to the City's transportation impact fees.
2. Notwithstanding the above, significant intersection improvements at Tilden Road and C.R. 545 will be required for this project that shall include re-grading the area, signalization and widening. Preliminary and final subdivision plans shall provide details for these improvements based on 120' minimum width right-of-way to be dedicated fee simple to the City of Winter Garden (not "reserved" as shown on the plan). Approval of all work within the C.R. 545 or Tilden Road R/W shall be required from Orange County and the City of Winter Garden. The intersection improvements stated above shall be completed prior to the issuance of any certificate of occupancy on any structure.
3. The City is currently working with nearby developers for the cost share and installation of water, wastewater and reclaimed water utilities. This development project will be required to participate in the extension of the required utilities necessary to serve the project.
4. Additional parking shall be provided for the townhouse portion of the development that may include wider streets to allow for on-street parking (28' minimum pavement width for parking on one side, etc.). Two on-lot parking spaces shall be provided for each townhouse unit and/or single family residence, plus an additional 1 parking space for each 2 townhouses to be provided via street parking. Parking spaces will be counted in either the driveway or garage, but not both. Preliminary plat and final construction plans shall provide more detail on how the above stated parking requirements will be met.
5. Planning Department shall review and comment on density, setbacks, parking, landscaping, buffers, parks, open space, etc. Side setback for townhouses abutting R/W has been increased 15' as requested.

(see page 2)

6. The revised Project Data on Sheet 3 is noted below.

- A total of 230 single family homes are shown (204 south; 26 north) with 140 townhouse units (north).
- The abutting alley setback shall be 20' from the alley tract as shown.
- Front yard setback for front-loaded single family has been increased to 25' with the exception of the front porches that can be 20 feet (garage setback will still be 25 feet).
- No additional density or density "bonus" will be allowed.
- The City's proposed Comprehensive Plan Amendment for the Wekiva Protection Act ultimately requires 35% open space, although 20% open space will be allowed until the LDR's are amended. This plan provides 21.1% (south) and 25.6% (north). Preliminary plat and final construction plans shall demonstrate how all of the Wekiva Protection Act criteria are being met.
- Note #9 on Sheet 3 states that the stormwater management area for the future north commercial parcel will be provided on the north residential land. This will not relieve the future commercial properties from their maintenance obligations and liability that shall be addressed in the SJRWMD permit, final plat and CCR's.
- The typical lot details show 85', 70' and 55' wide single family lots with 10' side setbacks on the 85' lots and 7.5' side setbacks on the 70' and 55' lots. Planning Department shall review and comment on setbacks, density and lot mix.

7. The proposed east/west road bisecting the south tract shall align with and connect to Davenport Road; Orange County approval required. The existing Conserv II easement that is in this alignment shall be shown on the preliminary plat; approval from Conserv II is required prior to preliminary plat approval.

8. Mann Road shall be improved (urban section with sidewalks) from Tilden Road to the southern project entrance. 50' right-of-way width shall be provided if not existing. The existing Conserv II line (and easement if outside the R/W) on Mann Road shall be shown on future submittals.

9. All Conserv II mains and easements shall be shown on the preliminary plat and final construction plans. Plan approval by Conserv II will be required prior to preliminary plat or construction plan approval.

10. Minimum lot depths shall be 120' for all front-loaded single family lots; 110' deep lots will be allowed where a 20' alley tract is provided in the rear.

11. The proposed driveways shown strictly for the commercial tracts shall be right-in, right-out only driveways.

12. A 30' X 30' area shall be dedicated to the City adjacent to Avalon Road for a future Conserv II reuse turn-out (on both sides of C.R. 545) and shall be shown on the preliminary and final plats.

13. The sanitary sewer for the portion north of Avalon Road shall be encouraged to be provided via gravity connection to Avalon Reserve Village 2 to the north and west. No more than two lift stations will be allowed for the project, one north and one south of Avalon Road.

14. Coordinate with Conserv II and the City's Utilities Department on any reclaimed water agreements that may be in place for this property. The project will be required to provide reclaimed water lines, meters, etc. with the initial infrastructure as required by Code.

15. Additional comments may be generated with subsequent reviews.

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

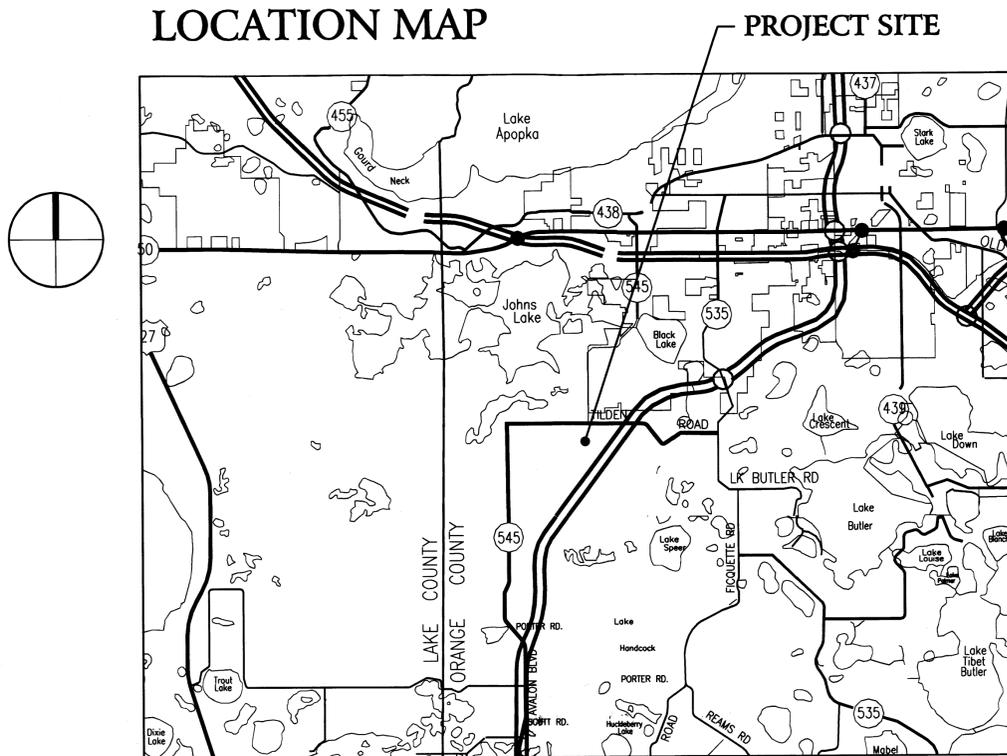
END OF MEMORANDUM

ALEXANDER RIDGE

Parcel ID #'s:

09-23-27-0000-00-001; 09-23-27-0000-00-002;
 09-23-27-0000-00-003; 09-23-27-0000-00-011;
 09-23-27-0000-00-013; 04-23-27-0000-00-004;
 04-23-27-0000-00-007; 04-23-27-0000-00-014

LOCATION MAP



LEGAL DESCRIPTION

09-23-27-0000-00-001
 THE E1/2 OF NW1/4 OF NW1/4 SEC 09-23-27 (LESS R/W ON N)
 09-23-27-0000-00-002
 THE E1/2 OF NW1/4 OF NW1/4 SEC 09-23-27 (LESS R/W ON N)
 09-23-27-0000-00-013
 N1/2 OF W1/2 OF NW1/4 OF NW1/4 OF SEC 09-23-27
 09-23-27-0000-00-003
 W1/2 OF NW1/4 OF NW1/4 (LESS N1/2) OF SEC 09-23-27 2654/745 & 4027/1261
 09-23-27-0000-00-011
 SW1/4 OF NW1/4 OF SEC 09-23-27 2982/1145 4032/2180
 04-23-27-0000-00-004
 BEG NE COR OF SW1/4 OF SW1/4 RUN W ALONG N BDRY OF SW1/4 OF SW1/4 829.18 FT
 S 502.63 FT S 33 DEG E 391.48 FT N 88 DEG E 205.70 FT S 1 DEG E 15 FT N 88 DEG
 E 403.47 FT TO PT ON E BDRY OF SW1/4 OF SW1/4 TH N 834.24 FT TO POB IN SEC 04-23-27
 04-23-27-0000-00-007
 S 238.4 FT OF SE1/4 OF NW1/4 OF SW 1/4 (LESS E 30 FT FOR RD) OF SEC 04-23-27 PR 26585
 & PR 18490 OR B&P 6306/4535, ON 06-07-01, INST QM
 04-23-27-0000-00-014
 SW1/4 OF SW1/4 (LESS W 233.7 FT & LESS BEG NE COR OF SW1/4 OF SW1/4 RUN W 829.18 FT
 S 502.63 FT S 33 DEG E 391.48 FT N 88 DEG E 205.7 FT S 1 DEG E 15 FT N 88 DEG E 403.47 FT
 N 834.24 FT TO POB) OF SEC 04-23-27 PR 26585 & PR 18490 OR B&P 6306/4535, ON 06-07-01, INST QM

APPLICANT / OWNER: ADAMS PROPERTY HOLDINGS, LLC
 STEPHEN T. ADAMS
 MAURICE A. ADAMS
 411 N. MAIN STREET
 JANESVILLE, WI 53545

APPLICANT / OWNER: FORTY ACRES HOLDINGS CO.
 4185 KIRKWOOD ST. GEORGES RD.
 BEAR, DE. 19701

APPLICANT / OWNER: THOMAS J. KARR
 LAND PLUS, INC.
 527 MAIN STREET
 WINDERMERE, FL 34786
 407-423-8824

ATTORNEY: A. KURT ARDAMAN
 FISHBACK, DOMINICK, BENNETT
 170 E. WASHINGTON STREET
 ORLANDO, FL 32801
 407-425-2786

LAND PLANNER: JIM HALL, AICP, ASLA
 CANIN ASSOCIATES, INC.
 500 DELANEY AVENUE, SUITE 404
 ORLANDO, FLORIDA 32801
 407-422-4040

INDEX OF DRAWINGS

SH 1 COVER SHEET
 SH 2 EXISTING CONDITIONS PLAN
 SH 3 SITE PLAN/SECTIONS
 SH 4 CONCEPT PLAN

29 NOV 05
 21 OCT 05
 10 OCT 05
 05 OCT 05
 07 JUL 05
 11 MAY 05
 14 APR 05
 REVISED: 15 MAR 05

CANIN ASSOCIATES
 Urban & Environmental Planners • Landscape Architects
 500 Delaney Avenue, Orlando, Florida 32801 (407)422-4040

DATE	SCALE	JOB NUMBER	SHT. NO.
03 FEB 05	N.T.S.	204003	1 OF 4

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PLANNED RESIDENTIAL DEVELOPMENT



NOTES:

SOILS
 THE FOLLOWING SOIL TYPES ARE PRESENT ON THIS SITE:
 CANDLER SERIES
 TAVARES SERIES

ALEXANDER RIDGE ENVIRONMENTAL CONDITIONS

29 NOV 05
 21 OCT 05
 10 OCT 05
 05 OCT 05
 07 JUL 05
 11 MAY 05
 14 APR 05

CANIN ASSOCIATES
 Urban & Environmental Planners • Landscape Architects

500 Delaney Avenue, Orlando, Florida 32801 (407)422-4040

DATE	SCALE	JOB NUMBER	SHT. NO.
03 FEB 05	1"=200'	204003	2 OF 4

REVISED: 15 MAR 05

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PROJECT DATUM

Total Acreage:	±104.1 Acres	(Does not include 8 acres dedicated to future Commercial Development)
Net Developable Acreage:	±104.1 Acres	
Existing Land Use:	Vacant	
Proposed Land Use:	Single Family Residential, Townhomes	
Existing F.L.U.:	Orange County Village	
Proposed F.L.U.:	LDR	
Existing Zoning:	A-1	
Proposed Zoning:	Residential Planned Development	
Maximum Building Coverage:	30% of the Total Site Area	
Minimum Open Space:	20% of the Total Site Area	
Total Residential Units:	370	
North Tract:	166 Units	
Density:	5.44 DU / Acre	
South Tract:	204 Units	
Density:	2.77 DU / Acre	
Combined Residential Density:	3.6 DU / Acre	

COMMERCIAL DESIGN STANDARDS

Commercial parcels are not a part of this Planned Development. These parcels will need PCD zoning at a future date.

SINGLE FAMILY DESIGN STANDARDS

Total Acres:	87.00 Acres
Total Units:	230
Minimum Lot Size:	6,000 S.F.
Minimum Width:	55'
Minimum Living Area:	1,250 S.F.
Minimum Building Setbacks:	
P.D. Boundary:	25'
Tilden Road:	25'
Front Yard (Front Loaded):	
With Porch:	20'
Without Porch:	25'
Front Yard (Rear Loaded):	
With Porch:	12'
Without Porch:	20'
Side Yard:	7.5'
Side Yard (Corner):	15'
Rear Yard:	20'
Parking:	2 Spaces/Unit or 230 Spaces ¹⁷
Required Recreation:	300 S.F./Unit or 1.58 Acres
Provided Recreation:	980 S.F./Unit or 5.2 Acres

TOWNHOME DESIGN STANDARDS

Total Acres:	17.10 Acres
Total Units:	140
Minimum Lot Size:	2,200 S.F.
Minimum Width:	22'
Minimum Living Area:	1,200 S.F.
Minimum Building Setbacks:	
Front Yard:	12'
Side Yard:	7.5'
Side Yard Along R.O.W.:	15'
Rear Yard:	20'
Parking:	2.5 Spaces/Unit or 350 Spaces ¹⁷
Required Recreation:	300 S.F./Unit or 0.96 Acres
Provided Recreation:	498 S.F./Unit or 1.6 Acres

MAXIMUM PROJECTED AADT'S

Single Family:	230 Units x 9.57	= 2,201 AADT
Townhomes:	140 Units x 6.6	= 924 AADT
TOTAL TRIPS		= 3,125 AADT

MAXIMUM SCHOOL AGE CHILDREN

Single Family:	230 Units x .404	= 93
Townhomes:	140 Units x .235	= 33
Total School Age Children		= 126

SERVICE/UTILITY PROVISION

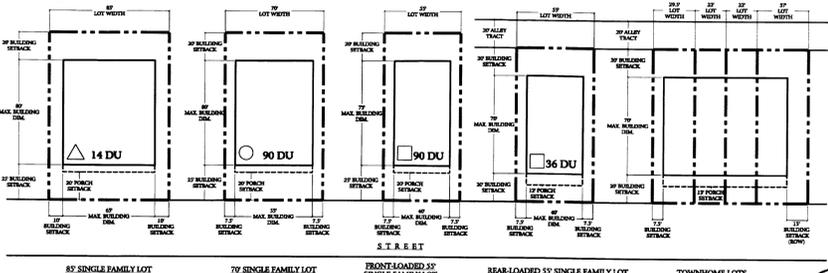
Water:	City of Winter Garden
Sewer:	City of Winter Garden
Electric:	Florida Power Corporation
Fire Protection:	City of Winter Garden
Law Enforcement:	City of Winter Garden Police Dept.

NOTES

- Landscaping will comply with Chapter 114 of the City of Winter Garden's Land Development Code.
- Open Space/Park areas will comply with the regulations set forth by Chapter 118 of The City of Winter Garden's Land Development Code.
- Circulation system will comply with the regulations set forth by Chapter 118 of The City of Winter Garden's Land Development Code.
- The proposed development will be completed in two independent phases. Phase A will be the South Tract. Phase B will be the North Tract. Either phase may move forward before the other or simultaneously. The infrastructure (to include park space) must be provided for each phase.
- Drainage on site to meet Winter Garden and Saint Johns River Water Management District regulations.
- Common Open Space will be maintained by a Homeowner's Association.
- Parking spaces will be counted in either the driveway or garage of each single-family unit, but not in both locations simultaneously. Two parking spaces will be provided on each townhome lot outside of the garage plus one additional parking space per two townhome units elsewhere in Alexander Ridge.
- All development must comply with the requirements of the Joint Planning Agreement (Nov. 9, 2004).
- Stormwater Management for the future commercial parcel north of Avalon Rd. will be provided on the North Tract's residentially zoned land, but will not relieve the owner of the North Commercial Parcel from future stormwater maintenance and liability obligations as set forth in the SJRWMD permit, final plat, and CCR's.
- A Tree Identification and Protection Plan must be approved by the Building Official before preliminary plat approval.
- The total acreage of 104.1 also does not include the 8 acres of commercial. The North tract is defined as the 30.50 acres north of CR 545 and the South tract is defined as the 73.60 acres south of CR 545. These acreages are subject to change based on Right-of-Way dedications and conveyances.
- Open space and Recreation area requirements for the North and South Tracts will be met independently.
- New Agreement sets \$1,000.00 in park fees instead of \$700.00.
- Garages can be of detached or attached product.
- A list of potential amenities for the PUD acceptable to the Developer and the City shall be approved and included with the Preliminary Subdivision Plan approvals for each phase of development of the Subject Property. Additional potential amenities for phases of the PUD may be approved by Winter Garden City Commission.
- Preliminary and final subdivision plans shall provide details for improvements to Tilden Road and C.R. 545, as required by the City of Winter Garden and Orange County.
- The proposed development will participate in the extension of the required utilities necessary to serve the project.
- All Conserv II mains and associated easements shall be shown on the preliminary plat and final construction plans.
- An area 30 feet by 30 feet in size and adjacent to Avalon Road, shall be shown on the preliminary plat as dedicated to the City of Winter Garden for a future Conserv II reuse turn-out (on both sides of C.R. 545).
- No more than two lift stations will be allowed for the development project.
- The development shall provide reclaimed water lines, meters, etc. with the initial infrastructure required by code.
- Agricultural uses may continue on all portions of the property until they are developed with residential or commercial improvements.
- All development will comply with Ordinance 05-47.

ARCHITECTURAL STANDARDS

- All town homes will be rear-loaded with alleys. The alleys will be dedicated as a separate tract maintained by the HOA.
- Front porches are required on at least 50% of all homes.
- Front porches must be at least 8 feet wide, no less than 6.5 feet deep and contain at least 52 square feet to incorporate two chairs or one porch swing as well as home entry circulation.
- Front doors are visible and directly accessible from the front sidewalk.
- Front porches may not be screened.
- Front porches are encouraged to have railings of the same materials as the main body of the home.
- Front walkways shall be at least 36 inches wide.
- Front walkways shall intersect with the front sidewalk at 90%.
- Arcades, bays and balconies are encouraged.
- Hip, gable and gambrel roofs are required and shall be mixed from lot to lot to add streetscape interest.
- To the extent practical, front home facades shall be at the building setback line to increase the pedestrian scale of the streetscape.
- Add on elements: small mass forms (porches, bays, balconies, etc) attached to the main body of the home are titled "add on elements". Each add on element will have its own roofline breaking up the main home roofline, if necessary. The add on element roofline may not exceed the main home roofline in height. 75% of 55-foot wide lots and 65% of town homes must have front facade add on elements.
- Pool enclosures may not be higher than the main home ridge line on a single story home and no higher than the eave line on a two story home.
- Pool enclosure screens shall be black or other dark color.
- Ornamental attic ventilation is encouraged; especially on gable roofed homes.
- Window muntins are encouraged for all homes and shall be no less than 5/8 inch wide.
- All windows and glass doors shall be of clear glass.
- Front driveways may be no wider than the garage door opening.
- Front garage doors are encouraged to be recessed from the front facade.



Typical Lot Dimensions

Scale: 1"=60'

30 NOV 05
21 OCT 05
10 OCT 05
05 OCT 05
07 JUL 05
11 MAY 05
14 APR 05
REVISED: 15 MAR 05

CANIN ASSOCIATES
Urban & Environmental Planners • Landscape Architects
500 Delaney Avenue, Orlando, Florida 32801 (407)422-4040

DATE	SCALE	JOB NUMBER	SHT. NO.
03 FEB 05	As Noted	204003	3 OF 4

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F.L.U.: SUBURBAN
ZONING: PD
EXISTING USE: VACANT

North Open Space

Description	Acres	%
Park	1.8	5.90
S.W.M.	6.0	19.67
Total	7.8	25.57

F.L.U.: RURAL AGRICULTURE
ZONING: A-1
EXISTING USE: VACANT

South Open Space

Description	Acres	%
Park	5.0	6.80
S.W.M.	11.3	15.35
Total	16.3	21.15

F.L.U.: RURAL AGRICULTURE
ZONING: A-1
EXISTING USE: VACANT

F.L.U.: VILLAGE
ZONING: A-1
EXISTING USE: VACANT

F.L.U.: LDR
ZONING: P-D
EXISTING USE: STONEYBROOK WEST NEIGHBORHOOD

F.L.U.: SUBURBAN
ZONING: A-1
EXISTING USE: VACANT

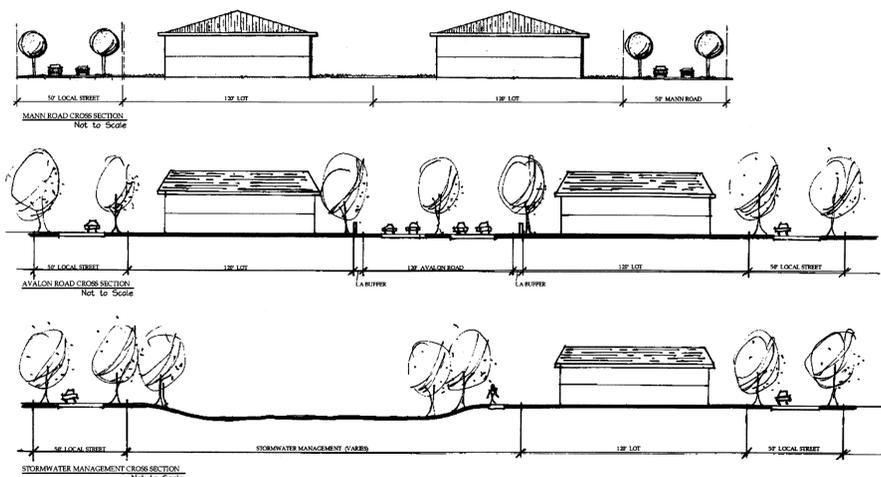
F.L.U.: INSTITUTIONAL
ZONING: A-1
EXISTING USE: VACANT

F.L.U.: INSTITUTIONAL
ZONING: A-1
EXISTING USE: CONSERV II

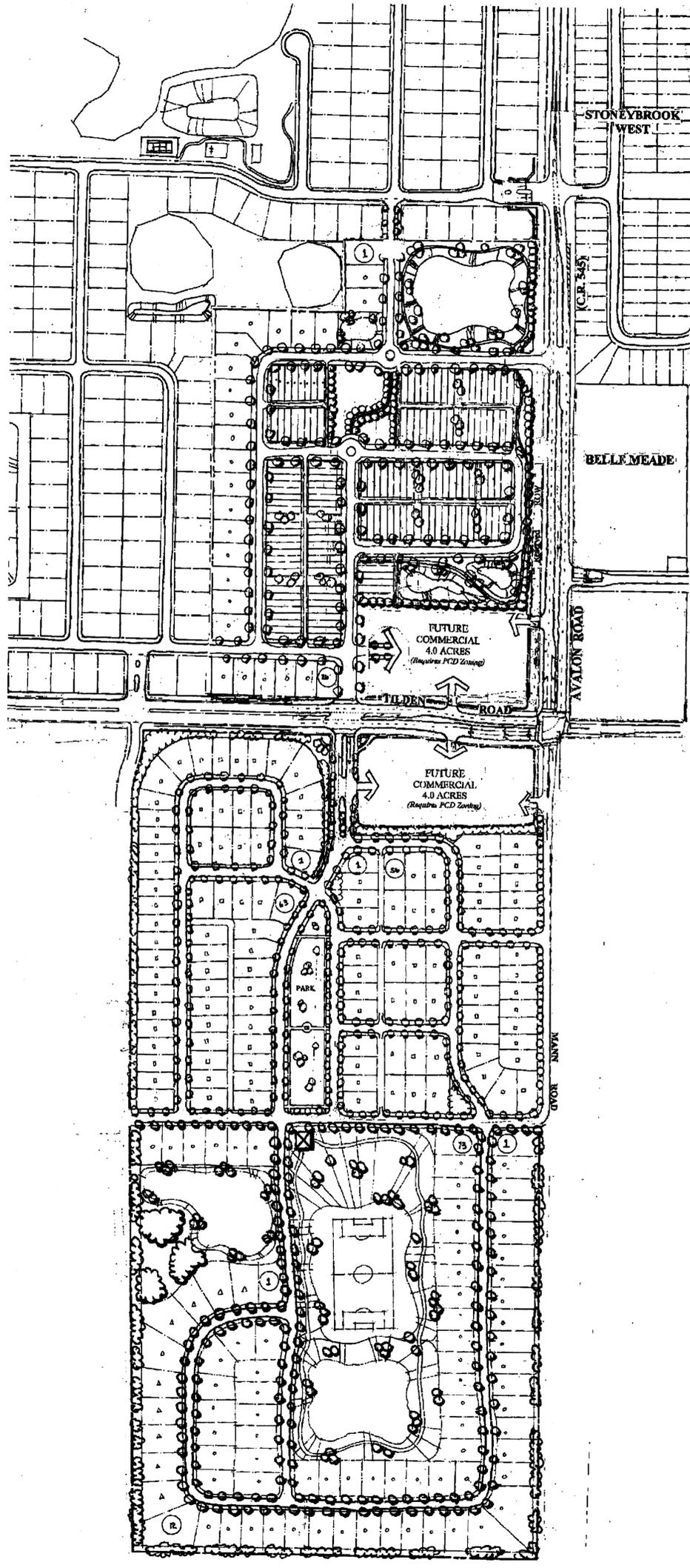
Site Plan

Scale: 1"=200'

Cross Sections



**ALEXANDER RIDGE
PLANNED UNIT DEVELOPMENT**



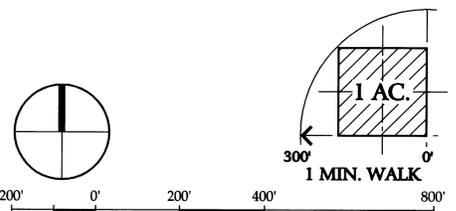
ALEXANDER RIDGE CONCEPT PLAN

29 NOV 05
21 OCT 05
10 OCT 05
05 OCT 05
07 JUL 05
11 MAY 05
14 APR 05

CANIN ASSOCIATES
Urban & Environmental Planners • Landscape Architects
500 Delaney Avenue, Orlando, Florida 32801 (407)422-4040

DATE	SCALE	JOB NUMBER	SHT. NO.
03 FEB 05	1"=200'	204003	4 OF 4

REVISED: 15 MAR 05 WWW.CANIN.COM COPYRIGHT (C)2005 CANIN ASSOCIATES, INC.



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THE CITY OF WINTER GARDEN

AGENDA ITEM

From: Ed Williams, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: September 6, 2012 **Meeting Date:** September 13, 2012

Subject: Downtown Parking – 63 N. Boyd Street

Discussion:

The City has been in discussions with Century Link about purchasing the parking lot at 63 N. Boyd Street, which the City currently leases from the owner. It should be noted that Century Link has purchased the Embarq Corporation who currently holds title on the property.

An appraisal was completed on August 9, 2012 for the subject property. City staff is requesting approval to enter into a contract to purchase the property based on the market value outlined in the appraisal.

Recommended Action:

Move to authorize the City Manager to enter into a contract to purchase the subject property at the market value delineated in the appraisal.

Attachments/References:

Appraisal Summary and Map



August 16, 2012

Mr. Edward J. Williams
Community Development Director
City of Winter Garden
300 W. Plant Street
Winter Garden, FL 34787

Re: Parcel No. : 14-22-27-5656-00-630
County : Orange
Owner : Embarq Corp

Dear Mr. Williams:

Submitted herewith is a summary real estate appraisal report on the above-captioned parcel.

The purpose of this report is to estimate the market value of the subject property.

Market value is defined in "The Dictionary of Real Estate Appraisal" (Third Edition)
as:

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

The undersigned hereby certifies that he has no past, present, or contemplated future interest in the property being valued. It is further certified that neither the employment to make the appraisal, nor the compensation, is contingent on the values reported.

This report is a complete summary appraisal report. As such, the data is presented in a summary format. Supporting data and other details are located in the appraiser's file, which is hereby incorporated by reference.

The undersigned hereby certifies that he has no past, present, or contemplated future interest in the property being valued. It is further certified that neither the employment to make the appraisal, nor the compensation, is contingent on the values reported.

An inspection of the subject property has been made, and to the best of my knowledge and belief, the statements and opinions contained in this appraisal report are correct, subject to any further conditions specifically mentioned within the report.

The appraiser is of the opinion that the market value of the subject property as of August 9, 2012 is:

Land	\$ 169,900
Improvements	-0-
Total	\$ 169,900

ONE HUNDRED SIXTY NINE THOUSAND NINE HUNDRED DOLLARS
..... (\$169,900.00)

Respectfully submitted,



Gary M. Pendergast, President, GAA
Cert Gen RZ1797

AERIAL PHOTOGRAPH AND SITE SKETCH

EMBARQ CORP. PROPERTY
Winter Garden, FL



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Don Cochran, Public Services
Via: City Manager Mike Bollhoefer
Date: August 31, 2012 **Meeting Date:** September 13, 2012
Subject: Approval of bids and award contract for the Trunk Line C, Phase 6 Project
Issue: On July 11, 2012, bids were received for the Trunk Line C, Phase 6 Project. The three (3) lowest bids are as follows:

- Andrew Sitework, LLC \$735,764.47
- Westwind Contracting, Inc. \$818,845.00
- DeWitt Excavating \$883,707.16

Andrew Sitework, LLC, is recommended as the lowest responsive bidder with a bid of \$735,764.47.

The Engineer's recommendation letter is attached recommending Andrew Sitework, LLC, for this project.

Recommended action:

Approve bids and award the contract for the Trunk Line C, Phase 6 Project to Andrew Sitework, LLC, with a contract amount of \$735,764.47 and include a 10% contingency, bringing the total approved amount for the project to \$809,340.92.

Attachments/References:

- Engineer's Recommendation Letter
- Bid Tabulation Form

CITY OF WINTER GARDEN

Engineering Department

300 West Plant Street - Winter Garden, Florida 34787-3011

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

MEMORANDUM

TO: CITY COMMISSION VIA MICHAEL BOLLHOEFER, CITY MANAGER
FROM: DON COCHRAN, ASSISTANT CITY MANAGER FOR PUBLIC SERVICES
 ARTHUR R. MILLER, III, PE, PLS – CITY ENGINEER
DATE: AUGUST 30, 2012
SUBJECT: REVIEW OF BIDS – RECOMMENDATION OF AWARD
 TRUNK LINE “C” PHASE 6 PROJECT - CITY PN 05-020

The City received bids for this project on July 11th. Bids were received from six (6) of the seven (7) contractors that had qualified by purchasing bid packages and attending the mandatory pre-bid meeting. Based on our recommendation, we are asking the Commission to award the bid at this time so construction can commence as soon as possible. The tabulated bid amounts for the lowest three bids are summarized below:

<u>Company</u>	<u>Unit Price Base Bid (tabulated)</u>
Engineer’s Estimate	\$1,000,000.00
Andrew Sitework, LLC	\$735,764.47
Westwind Contracting, Inc.	\$818,845.00
DeWitt Excavating	\$883,707.16

We feel that the bids were competitive, were less than the budgeted amount and Engineer’s estimated cost for the project. We have attached the bid tabulation for the three lowest bidders for your review. After reviewing the proposal submitted by Andrew Sitework, LLC, we have found all documentation to be in order (bid form signed, bid guarantee, etc.) and that their qualifications and reference checks indicate that they can perform the project within the time frames specified.

We also recommend that a contingency amount of 10% be approved in addition to the Contractor’s Unit Price bid. This will allow construction to continue without delays if Staff approves additional work within the contingency amount that exceeds the original scope. This is a Unit Price contract. Payment will be based on the actual quantity of materials installed according to the unit price bid.

In summary, we recommend that the project be awarded to Andrew Sitework, LLC, at a price not to exceed \$809,340.92 (Tabulated base bid + 10% contingency), and ask the Commission's approval for the City to enter into a contract with them. Execution of the contract will be contingent upon all requirements being met (i.e. insurance, bond, etc.).

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

END OF MEMORANDUM

Attachments (Bid Tabulations)

File: W\ARM\WG160

**CITY OF WINTER GARDEN
TRUNK LINE "C" PHASE 6
BID TABULATION - BID DATE JULY 11, 2012
CITY PROJECT NO. 05-020**

ITEM NO.	ITEM	BID QUANT	UNIT	ANDREW SITEWORK	
				UNIT \$	AMOUNT
1	MOBILIZATION	1	LS	\$32,676.00	\$32,676.00
2	MAINTENANCE OF TRAFFIC (INCLUDING COUNTY R/W PERMIT)	1	LS	\$16,240.00	\$16,240.00
3	TEMP EROSION & SEDIMENT CONTROL (INCLUDING POLLUTION PREVENTION PLAN & NPDES PERMIT)	1	LS	\$11,127.00	\$11,127.00
4	TEMPORARY DEWATERING (INCLUDING FDEP PERMIT)	1	LS	\$1,120.00	\$1,120.00
5	LOCATION OF UTILITIES IN ADVANCE OF CONST.	1	LS	\$3,753.00	\$3,753.00
6	MISC. CLEARING & GRUBBING (INCLUDING ANY DEMOLITION & PAVEMENT REMOVAL)	10,500	SY	\$1.81	\$19,005.00
7	EXCAVATE/REMOVE SOIL	750	CY	\$1.50	\$1,125.00
8	SELECT IMPORT BACKFILL MATERIAL (INCLUDING 18" LAYER UNDER PVMT)	750	CY	\$9.70	\$7,275.00
9	GRADING	10,500	SY	\$0.36	\$3,780.00
10	SOD RESTORATION	9,834	SY	\$2.12	\$20,848.08
11	8" THICK CONCRETE DRIVE RESTORATION (INCLUDING 12" COMPACTED SUBGRADE - 98% DENSITY)	75	SY	\$55.00	\$4,125.00
12	DIRT DRIVE RESTORATION	58	SY	\$10.00	\$580.00
13	GRAVEL DRIVE RESTORATION	533	SY	\$9.10	\$4,850.30
14	4" THICK CONCRETE SIDEWALK (FOR UNIT PRICE PURPOSES ONLY)	100	SY	\$40.00	\$4,000.00
	<u>FORCE MAIN</u>				
15	18" PVC (DR 25) FORCE MAIN INCLUDING ALL FITTINGS	4,730	LF	\$45.81	\$216,681.30
16	DIRECTIONAL BORE 18" HDPE (DR 11) FORCE MAIN (INCLUDING ALL FITTINGS)	886	LF	\$128.00	\$113,408.00
17	CONNECT TO EXIST. 18" FORCE MAIN	3	EA	\$4,980.00	\$14,940.00
18	CONNECT TO EXIST. 6" FORCE MAIN @ LIFT STATION	1	EA	\$1,460.00	\$1,460.00
19	CONNECT TO EXIST. 12" FORCE MAIN	2	EA	\$5,664.00	\$11,328.00

20	18" PLUG VALVE (F.M.)	6	EA	\$5,145.00	\$30,870.00
21	12" PLUG VALVE (F.M.)	2	EA	\$2,815.00	\$5,630.00
22	8" PLUG VALVE (F.M.)	1	EA	\$2,815.00	\$2,815.00
23	2" AIR RELEASE VALVE (F.M.)	3	EA	\$4,731.00	\$14,193.00
	<u>WATER MAIN</u>				
24	12" PVC (DR 18, C-900) WATER MAIN INCLUDING ALL FITTINGS	4,439	LF	\$26.27	\$116,612.53
25	DIRECTIONAL BORE 12" HDPE (DR 11) WATER MAIN (INCLUDING ALL FITTINGS)	33	LF	\$229.00	\$7,557.00
26	6" PVC (DR 18, C-900) WATER MAIN (INCLUDING ALL FITTINGS)	79	LF	\$17.00	\$1,343.00
27	CONNECT TO EXIST. 12" WATER MAIN	2	EA	\$1,268.00	\$2,536.00
28	10" PVC WET TAP CONNECT TO EXIST. 10" WATER MAIN	1	EA	\$4,641.00	\$4,641.00
29	12" GATE VALVE (WATER)	6	EA	\$2,312.00	\$13,872.00
30	10" GATE VALVE (WATER)	1	EA	\$2,053.00	\$2,053.00
31	8" GATE VALVE (WATER)	1	EA	\$1,330.00	\$1,330.00
32	2" AIR RELEASE VALVE (WATER)	3	EA	\$3,411.00	\$10,233.00
33	FIRE HYDRANT ASSEMBLY	5	EA	\$3,305.00	\$16,525.00
34	(2) 2" HDPE CONDUITS (DIRECT BURY)	5,914	LF	\$1.09	\$6,446.26
35	(2) 2" HDPE CONDUITS (DIRECTIONAL BORE)	886	LF	\$1.00	\$886.00
36	PULL & JUNCTION BOXES	12	EA	\$825.00	\$9,900.00

TABULATED TOTALS

\$ 735,764.47

BID TOTALS

\$ 735,706.81

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Don Cochran, Public Services
Via: City Manager Mike Bollhoefer
Date: August 31, 2012 **Meeting Date:** September 13, 2012
Subject: Water Atlas Interlocal Agreement Renewal with Orange County

Issue: The Water Atlas Project has been in effect for a total of six years and the interlocal agreement with Orange County is due for another three-year renewal. The project consists of a geographic-based website that provides information regarding data collected in watersheds throughout Orange County. The Atlas provides education on local watershed issues, and allows scientists and professionals a tool to access, graph, and download data. The project is a joint venture with the University of South Florida.

The City of Winter Garden's cost share in the project is approximately \$6,750, which shall be paid to Orange County in three payments of \$2,250.00.

Recommended action:

Recommend approval of renewing the Water Atlas Interlocal Agreement with Orange County in the amount of \$6,750.

Attachments/References:

- Interlocal Agreement for Watershed Atlas Project between Orange County and the City of Winter Garden

06/08/12

ORANGE COUNTY, FLORIDA
and
CITY OF WINTER GARDEN, FLORIDA

INTERLOCAL AGREEMENT
for
WATERSHED ATLAS PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____ 2012, by and between Orange County, a charter county and political subdivision of the State of Florida ("County"), and the City of Winter Garden, a municipal corporation existing by and under the laws of the State of Florida ("Winter Garden").

WITNESSETH:

WHEREAS, the County and the University of South Florida ("USF") have entered into a contract dated June 1, 2012 ("Contract") where USF has implemented the Watershed Atlas Project ("Project"); and

WHEREAS, under the Contract, the County has agreed to pay USF a designated sum for the annual maintenance of the Project; and

WHEREAS, the Project will provide the County and Winter Garden with information about their water quality and other watershed related projects and information; and

WHEREAS, both parties now desire to renew the Contract for a period of thirty-six (36) months; and

WHEREAS, Winter Garden has agreed to continue assisting the County in paying for the maintenance of the Project.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Term and Termination. This agreement shall commence on _____, 2012 ("Commencement Date") and shall be for a period of thirty-six (36) months. However, this agreement can be terminated by either party, with or without cause, upon no less than sixty (60) days notice in writing to the other party. Such notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 8. Assignment. Neither party may assign its rights hereunder without the prior written consent of the other party. Failure to comply with this section may result in immediate termination of this agreement.

Section 9. Notices. All notices permitted or required by this agreement shall be given by hand delivery or sent by certified mail, return receipt requested, addressed as follows:

To Orange County: Program Manager, Ecological Assessment
800 Mercy Dr. Ste 4
Orlando, FL 32808
Phone: 407-836-1400
Fax: 407-836-1441

To Winter Garden: Don Cochran
Asst. to the City Manager for Public Service
300 W. Plant St.
Winter Garden, FL 34787
Phone: 407-656-4111, ext. 2263

Section 10. Independent Contractor. It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint venturers between the parties hereto or as constituting the County as the agent or representative of Winter Garden for any purpose or for any manner whatsoever.

Section 11. Litigation and Venue. In the event a party deems it necessary to take legal action to enforce any provision of this agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 12. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this agreement.

Section 13. Waiver. Performance of this agreement by any party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 14. Amendments. This agreement may be amended only through a written document executed by the parties.

Section 15. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, 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 or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF, Orange County and Winter Garden have hereunto executed this agreement as of the day and year first above written.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: MARTHA O. HAYNIE, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

**CITY OF WINTER GARDEN,
FLORIDA**

By: _____

Its: _____

Date: _____

ATTEST:

City Clerk

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: City Manager, Mike Bollhoefer

Date: 09/06/12 **Meeting Date:** 09/13/12

Subject: Emergency Ambulance Transportation Agreement with Rural/Metro

Issue: At an earlier meeting the City Commission decided to extend Rural Metros contract to provide ambulance service for another year. During that year the City will hire an analyst to determine the feasibility of providing that service in-house.

Recommended action: Approve contract with Rural/Metro to provide ambulance service for one year.

**FIRST AMENDMENT TO
EMERGENCY AMBULANCE TRANSPORTATION
SERVICES AGREEMENT**

THIS FIRST AMENDMENT to the EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT is entered into on the 1st day of September, 2012, by and between the CITY OF WINTER GARDEN, a Florida municipal corporation, hereinafter called "Winter Garden", and RURAL/METRO OF FLORIDA, a Florida corporation d/b/a Rural/Metro Ambulance, hereinafter called "Rural/Metro".

RECITALS

- A. Whereas, Winter Garden and Rural/Metro entered into an EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT (the "Agreement") dated September 1, 2011, for emergency ambulance transportation services.
- B. Whereas, Winter Garden and Rural/Metro desire to amend the Agreement subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, the mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Term of Agreement and Renewal Provisions. Section 24, Term of Agreement and Renewal Provisions, is hereby amended to provide that the term of the Agreement shall be extended from September 1, 2012 through August 30, 2013, unless terminated sooner as provided in Sections 25 and 26.
- 2. Policy Acknowledgement. Winter Garden acknowledges that it has received copies of Rural/Metro's Code of Ethics and Business Conduct and Rural/Metro's Anti-Kickback Policy.
- 3. Effect of First Amendment. This First Amendment shall become effective on September 1, 2012. All of the terms, covenants, conditions and provisions of the Agreement are hereby reinstated and remain in full force and effect, as modified by this First Amendment.

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be executed by their authorized representatives on the day and year first above written.

**RURAL/METRO CORPORATION
OF FLORIDA**

CITY OF WINTER GARDEN

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

This Agreement for Emergency Ambulance Transportation Services (the "Agreement") is made and entered into by and between Rural/Metro Corporation of Florida, a Florida corporation d/b/a Rural/Metro Ambulance ("Rural/Metro"), and the City of Winter Garden, a Florida municipal corporation ("Winter Garden"), effective September 1, 2011 (the "Effective Date").

RECITALS:

- A. Rural/Metro is a provider of certain emergency ambulance transportation and related services.
- B. Winter Garden desires to contract with Rural/Metro to provide emergency ambulance transportation and related services to their citizens.
- C. Rural/Metro desires to provide Winter Garden with such services and has the necessary equipment, training, expertise, professional certifications and licenses to do so.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provision of Services. Rural/Metro agrees to provide Winter Garden on an exclusive basis with Advanced Life Support First Response and Advanced Life Support Emergency Ambulance Services to the Winter Garden in accordance with the description and definitions the parties have mutually agreed upon and detailed in Exhibit A and in accordance with the terms and conditions set forth in this Agreement. These Services shall be rendered by Rural/Metro to all areas located inside the Service Area of Winter Garden which is the geographic area depicted by the map attached hereto as Exhibit B. Winter Garden is not responsible for any compensation or reimbursement of expenses to Rural/Metro for any services provided under or arising from this Agreement.
2. Level of Service. All emergency ambulance services will be provided at the advanced life support ("ALS") level. All of Rural/Metro's 911 ambulances shall be licensed as ALS ambulances.
3. Ambulances. Rural/Metro shall purchase five (5) new Type III model ambulances as part of its fleet servicing this Agreement. All of Rural/Metro's on duty 911 ambulances shall be staffed by at least one certified emergency medical technician ("EMT") and one certified Paramedic. They shall care for the patient and complete documentation as required by law. Rural/Metro shall respond to all 911 calls for service with ALS equipment and personnel, including use of LIFEPAK 15 monitor/defibrillators. Rural/Metro additionally will ensure backup vehicles and equipment are available where necessary from its local Central Florida fleet.
4. Branding of Units. The parties will agree to meet with each other to discuss and determine appropriate branding of units performing services under this Agreement. The parties recognize that any such branding must comply with any applicable state, local and/or federal guidelines.

5. Clinical Oversight. Rural/Metro will provide Winter Garden a clinical program that achieves contemporary benchmarks of clinical excellence in a progressive and sustainable fashion. Such clinical oversight of services will include continuous quality improvement activities, and custom reporting to Winter Garden as appropriate. Any processes agreed upon between the parties may be modified due to changes in local, state and/or federal regulations.
6. Radio Equipment. Rural/Metro will furnish, at no cost to Winter Garden, all radio equipment necessary to provide required services, including mobile radios required for communicating directly with first responders and other responding vehicles. Rural/Metro will utilize a "FleetEye" Automatic Vehicle Location System ("AVL system") and provide internet based access to appropriate contacts at Winter Garden.
7. Website. Rural/Metro shall provide a website for use by the general public. The website shall be focused on the services provided to the residents of Winter Garden. The features, design, format and website content will be provided to Winter Garden for review and approval.
8. Customer Service. Rural/Metro will assign a customer service representative to the services provided under this Agreement, who will be available to address concerns of residents of Winter Garden as well as representatives of Winter Garden.
9. Replacement of Medical Supplies and Equipment. Rural/Metro shall be responsible for the procurement of all consumable and non-consumable supplies and equipment, as well as controlled and non-controlled medications on their units and the units of system first responders. Rural/Metro is responsible for ensuring that all ambulances maintain at least the minimum supplies and equipment required by the State of Florida.
10. Preferential Hiring of Incumbent Personnel. Rural/Metro will ensure priority consideration is afforded to incumbent EMT and paramedic personnel who meet the minimum employment requirements of Rural/Metro and for purposes of the services to be provided under this Agreement.
11. Community Service. Rural/Metro will engage in community service projects dedicated to Winter Garden communities, including blood pressure clinics, swim safety instruction, and CPR instruction.
12. Certifications and Licenses. Each party shall maintain all certifications and licenses as required by all Applicable Law to perform its obligations hereunder.
13. Qualifications to Participate in Federal and State Healthcare Programs. All parties represent and warrant that (a) neither it nor any employee, agent, or independent contractor provided under this Agreement is excluded from participation under any Federal Health Care Program for the provision of items or services for which payment may be made under a Federal Health Care Program; (b) neither it nor any employee, agent or independent contractor provided under this Agreement has been convicted of a felony relating to health care fraud as defined under 42 U.S.C. §1320a-7(a)(3); and (c) no final adverse action, as such term is defined under 42 U.S.C. §1320(a)-7(c) has occurred or is pending or threatened against either party or to its knowledge against any employee, agent or independent contractor engaged to provide items or services under this Agreement (collectively "Exclusions/Adverse Actions"). During the term of this Agreement, each party agrees to notify the other party in writing of any Exclusions/Adverse

Actions within ten (10) days of learning of any such Exclusions/Adverse Actions and provide the basis of the Exclusions/Adverse Actions. Each party acknowledges that the exclusion of any employee, agent or independent contractor from participation in the Federal Health Care Programs shall result in his or her immediate removal from the performance of duties and responsibilities for the other party under the terms of this Agreement. Each party acknowledges and agrees that any Exclusions/Adverse Actions of or against it or any employee, agent or independent contractor utilized, directly or indirectly, in the performance of this Agreement may serve as the basis of an immediate termination of this Agreement by the other party. For purposes of this Agreement, a "Federal Health Care Program" shall mean any plan or program providing health care benefits, whether directly through insurance or otherwise, that is funded directly, in whole or part, by the United States Government (other than the Federal Employees Health Benefits Program), or any State health care program and shall include, by way of example, the Medicare and Medicaid programs.

14. Insurance. Rural/Metro shall maintain at all applicable times, at its own expense, the insurance coverage set forth in Exhibit C.
15. Ownership of Records & Confidential Information. In addition to protected health information, as defined in 45 CFR § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d ("Protected Health Information"), during the course of performing this Agreement, each party may from time to time receive confidential information about the other including but not limited to information about the party's customers, patients, practices, procedures, strategies, organization, financial and other related information. Neither party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the prior express written permission of the supplying party. All documents and records prepared, maintained, handled or otherwise related to Rural/Metro's performance of services hereunder are and shall be the property of Rural/Metro. Rural/Metro's copyrighted materials and procedures shall be and remain the sole property of Rural/Metro. If a party is served with a public records request, subpoena or other legal process concerning confidential information of the other party, that party shall immediately (not more than 48 hours after the receipt) notify the supplying party and shall, at no cost to Winter Garden, cooperate with it in any lawful effort to contest the legal validity of such process the supplying party may wish to pursue. Nothing herein shall be construed to preclude Winter Garden and Rural/Metro from complying with the requirements of Chapter 119, Florida Statutes, the "Public Records Act." Rural/Metro acknowledges and agrees that the Winter Garden is a public entity that is subject to the Public Records Act and as such, public records in Rural/Metro's control and possession relating to any services performed under this Agreement shall, at no cost to Winter Garden, be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Act and available for inspection and copying pursuant to the Public Records Act unless otherwise exempt or excepted by applicable law.
16. Availability of Information. During the term of this Agreement and pursuant to any record retention law or regulation the parties are subject to, each party shall make available upon written request of the other, to the Secretary of the Department of Health and Human Services, or to the Comptroller General of the United States, or of any duly authorized representatives of any government agency, this Agreement and the books, documents and records of the party that are necessary to certify the nature and extent of the costs of this Agreement and/or compliance with the law.

17. Warranties & Representations.

- a) Rural/Metro warrants and represents (i) that it shall perform its services in accordance with industry standards; (ii) that to the best of its knowledge all goods and services reflected in its billing have been furnished to such patient; and, (iii) it shall perform all its obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with all applicable law including but not limited to the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1601 *et seq.*, as amended, any applicable state Consumer Protection laws, as amended, the Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended, and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d through d-8, as amended (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009, 45 CFR Parts 142, 160, 162 and 164 (the “HITECH Act”).
- b) Each party represents and warrants to the other that (i) it has the right to enter into this Agreement, to grant the rights granted in this Agreement and to perform fully all of the services and obligations contemplated by this Agreement; (ii) all necessary laws, consents, resolutions, and corporate/political actions have duly authorized the execution and performance of this Agreement, and this Agreement constitutes a valid and enforceable obligation of each of the parties; (iii) the person entering into this Agreement is authorized to sign this Agreement on behalf of the party; and (iv) the parties have reviewed this Agreement with their respective legal counsel to the party's satisfaction or voluntarily waived their right to do so. The parties acknowledge that HIPAA and the HITECH Act, and the regulations promulgated thereunder apply to the activities described in this Agreement, and that both parties are "covered entities" as that term is used in HIPAA and the HITECH Act. In that regard, the parties acknowledge and warrant to each other that their respective activities undertaken pursuant to this Agreement shall conform to HIPAA and the HITECH Act no later than the effective date of each such requirement.
- c) Winter Garden warrants and represents that (i) to the best of its knowledge, all information supplied to and all representations made to Rural/Metro shall be true, accurate and complete and in the event such information or representation(s) made herein become inaccurate or incomplete, Winter Garden will promptly notify Rural/Metro in writing of such occurrence; (ii) it shall perform all its obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with all applicable law including but not limited to the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1601 *et seq.*, as amended, any applicable state Consumer Protection laws, as amended, the Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended, and HIPAA and the HITECH Act. Facility acknowledges that it has received copies of Rural/Metro's Code of Ethics and Business Conduct and Rural/Metro's Anti-Kickback Policy.

18. Response Time Requirements. The standard response time requirements are:

- a) Emergency Requests. Rural/Metro shall produce an ambulance response time of ten minutes, zero seconds (10:00 minutes) or less for at least 90% of all successfully

completed incoming emergency request phone calls from police/fire dispatch or the public as determined by the dispatcher in strict accordance with approved telephone protocols. Rural/Metro shall provide a summary performance report within (10) days of the end of each month.

b) Use of Mutual Aid Providers. Rural/Metro may arrange and utilize mutual aid agreements with neighboring EMS providers, and may utilize services furnished by such neighboring ALS providers toward fulfillment of Rural/Metro's response time requirements under this Agreement. Rural/Metro shall provide a detailed report within (10) days of the end of each month with the reason for each instance of utilization of mutual aid.

c) Severe or Chronic Non-Compliance. If Rural/Metro fails to comply with monthly Response Time requirements more than once per quarter, for two or more quarters, during any contract year, such failure shall be considered "severe or chronic" non-compliance of the Agreement, and Winter Garden shall have the right to exercise the termination provision pursuant to Section 15 of this Agreement

19. Data Collection and Reporting Required. Rural/Metro's data collection and reporting systems shall meet mutually agreed upon reasonable standards, which reports shall be furnished to Winter Garden at least monthly or upon written request. Rural/Metro will provide such reports to Winter Garden, within fifteen business days following the end of each month. Rural/Metro agrees to meet with representative Winter Garden on a regular basis, at mutually acceptable times, to review policies, procedures, and quality issues. Fiscal reporting shall include quarterly financial statements for Rural/Metro, which will be made available to Winter Garden within ten (10) business days of the release of such records in quarterly financial reports.

20. Third Party or Patient Payment. Rural/Metro shall bill Medicare, Medicaid, third party payers, or the patient, including any co-payments or deductibles, at its full general public rates and charges for Services.

21. Rates and Rate Adjustments. Rural/Metro shall bill for services at the rates of the current provider performing services. At the conclusion of the initial term of the agreement, should Winter Garden exercise the extension of the term under paragraph 24, Rural/Metro may adjust rates and charges for Services upon prior written notice and approval by Winter Garden.

22. Fair Market Value. This Agreement has been negotiated at arms length and in good faith by the parties. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending the ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.

23. Indemnification. Each party, for itself and its officers, directors, and employees ("Indemnitor") shall indemnify and hold harmless the other party, their officers, directors, and employees, ("Indemnitee") for, from and against all costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures or other damages, including but not limited to settlements, defense costs, judgments, court costs, expert(s) fees and reasonable fees of attorneys, incident

to, and which it may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of Applicable Law, to the extent that such damage was caused by, in whole or in part, incident to or arose out of this Agreement and the Indemnitor's: (i) breach of this Agreement; or (ii) negligent or willful act(s) or omission(s); or (iii) violation of Applicable Law; or (iv) any employment, workers' compensation or other related claim by Indemnitor's employees, agents or subcontractors. Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all Applicable Law. The indemnity provided by Winter Garden under this paragraph 23 is limited to and capped by the recovery limits established under Section 768.28(5), Florida Statutes.

24. Term of Agreement and Renewal Provisions. This Agreement shall commence on the Effective Date of this Agreement and continue for a period of one (1) year. Winter Garden shall have the right to extend the term of this Agreement for up to two (2) additional one (1) year periods. Upon extension of this Agreement, Rural/Metro shall provide the services set forth in this Agreement in accordance with the terms in effect immediately prior to the extended term.
25. Termination Upon Mutual Consent. Notwithstanding any other provision in this Agreement, this Agreement may be terminated upon mutual written consent of the parties.
26. Termination for Default. Winter Garden may terminate this Agreement upon a material breach by Rural/Metro or for a matter of urgent public necessity. A material breach means (i) Rural/Metro breaches the Agreement resulting in a complete system failure, and/or an actual, continuing material adverse impact and endangerment to the health and welfare, safety and quality of care to the citizens of Winter Garden, or chronic failure to meet performance requirements, and (ii) Winter Garden has provided sixty (60) days written notice of such default to Rural/Metro and Rural/Metro does not cure such default in a reasonable period of time or raise any reasonable contractual, legal or equitable defenses to such default
27. Regulatory Changes. Rural/Metro reserves the right to seek modification of this Agreement, upon thirty (30) days notice to Winter Garden in the event any Applicable Law, government policy or program change is passed or adopted effecting Rural/Metro's rates, provisions of services and/or obligations, and in such event the parties shall work in good faith to modify this Agreement accordingly.
28. Compliance with Anti-Kickback Statute. Each party shall comply with the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and any applicable regulations promulgated thereunder. The parties further recognize that this Agreement shall be subject to the amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event any applicable provisions of the Anti-Kickback Statute or its regulations invalidate, or are otherwise inconsistent with the terms of this Agreement, or would cause one or both of the parties to be in violation of the law, the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations.
29. Compliance with Applicable Law. The parties agree to be in full compliance with all Applicable Law and shall immediately notify the non-breaching party in the event it has failed

to comply with this Section. In such an event, the non-breaching party may immediately terminate this Agreement.

30. EXCLUSION OF CERTAIN DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL ANY PARTY AND ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
31. Independent Contractor. Rural/Metro is an independent contractor and nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the parties. Each party shall control and direct the methods by which it performs its responsibilities hereunder. Except as provided herein, neither party is authorized to act on behalf of the other in any other matter whatsoever. In the event of medical necessity, Winter Garden personnel may be requested to assist Rural/Metro in the continued medical care medically necessary for the care of the patient by accompanying the patient during Rural/Metro transportation. Under no circumstances shall Winter Garden's employees be considered an employee of Rural/Metro.
32. Waivers. The failure by either party to insist on strict performance by the other party of any provision of this Agreement shall not be a waiver of any subsequent breach or default of any provision of this Agreement.
33. Governing Law. This Agreement shall be subject to and governed according to the laws of the State of Florida, regardless of whether either party is or may become a resident of another state. The parties agree that the venue and jurisdiction shall be exclusively in the state and federal courts located in the County of Orange in the State of Florida.
34. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives.
35. Assignment. Neither party may assign its rights or obligations under this Agreement to a third party without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be null and void. This Agreement shall be binding upon and for the sole benefit of the parties hereto and their respective successors and permitted assigns.
36. Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.
37. Headings. The headings used in this Agreement are for convenience only and do not limit the contents of this Agreement.

38. Variations of Pronouns. All pronouns and variations thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of a person, persons, or entity may require.
39. Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.
40. Authorization for Agreement. All necessary laws, resolutions, and corporate actions have duly authorized the execution and performance of this Agreement and this Agreement constitutes the valid and enforceable obligations of the parties in accordance with its terms.
41. Force Majeure. Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, terrorism, explosion or inability due to any of the aforementioned causes to obtain labor, materials, roadways or facilities. In addition to the above, Rural/Metro shall be excused for failures and delays in performance of its obligations under this Agreement due to adverse weather conditions, natural physical barriers, such as mountains, hills or washes, natural disasters and/or other limitations of access to the person requiring Services. Such conditions may impede or effect or block Rural/Metro's efforts to provide Services and/or ability to utilize some or all of its Services' equipment. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.
42. Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

To Rural/Metro:

Rural/Metro Corporation
 9221 E. Via de Ventura
 Scottsdale, Arizona 85258
 Attn: General Counsel

To Winter Garden:

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

With a copy to:

Rural/Metro Ambulance
 4728 Old Winter Garden Rd.
 Orlando, FL 32811
 Attn: Division General Manager

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

Any party may change the notification addresses listed above with proper written notice.

43. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreements or understandings, whether oral or written.
44. Amendments. Any amendments to this Agreement shall be effective only if in writing and signed by authorized representatives of both parties.
45. Execution by Facsimile; Delivery of Original Signed Agreement. This Agreement may be executed by facsimile, and shall be deemed effectively executed upon the receipt by both parties of the last page of this Agreement duly executed by the other party. Each party to this Agreement agrees to deliver two original, inked and signed Agreements within two days of faxing the executed last page hereof.
46. Legal Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, or to enforce the Dispute Resolution section, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, costs, and expenses.
47. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
48. No Third Party Beneficiary. No party intends in any manner whatsoever to create an interest or beneficiary in a third party.
49. Exhibits. All Exhibits referenced herein are incorporated into this Agreement in their entirety. Agreement when used throughout this Agreement shall include all referenced Exhibits.
50. Publicity Provision. Neither party shall use any trademarks, service marks, visual product representations, trade names, logos or other commercial or product designations of the other party, or disclose such without said party's express prior written consent. In particular, neither party shall identify or make reference to the other party in any advertising or other promotional modality regardless of its form without explicit prior written consent from said party.
51. IP Provision. Nothing in this Agreement is intended to grant a license or any rights of any nature whatsoever to Rural/Metro's intellectual property which may include but is not limited to its any of its patents, mask work rights, trademarks, trade names, service marks, logos, copyrights, derivatives, software or any other intellectual property rights of Rural/Metro.
52. FCC Compliance. Rural/Metro acknowledges that the FCC license is held by Winter Garden and that any shared transmitter use under this Agreement and pursuant to Section 90.179 of the FCC's Rules shall be subject to Winter Garden' control.
53. Dispute Resolution. In the event of a dispute, the parties will consider the use of mediation to resolve the dispute prior to the commencement of litigation.
54. Sovereign Immunity. Nothing contained in this Agreement shall be considered or deemed a waiver of Winter Garden' sovereign immunity protections or a waiver of any other defense or immunities to lawsuits.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

Rural/Metro Corporation of Florida

City of Winter Garden

By: 

By: 

Name: Christopher Blach

Name: John Rees

Title: Division General Manager

Title: Mayor

EXHIBIT A

Description of Services includes but are not limited to:

Rural/Metro will provide emergency medical transportation services.

Provision of Services. Rural/Metro shall manage all day-to-day operations, including field operations, billing, collections, purchasing and other operational functions. Rural/Metro shall negotiate all mutual aid agreements, maintain all facilities and equipment, hire/terminate and provide or arrange for in-service training of all field personnel

Other Definitions:

“Services” means the Description of Services set forth above which shall be covered for payment by Medicare, Medicaid, third party payers, or patients, and subject to this Agreement.

“Applicable Law” shall include all federal, state and local laws, statutes, regulations, codes, ordinances, rules and/or Executive Orders, as amended, applicable to the services and/or obligations of the parties hereunder.

“Response Time” shall mean the total elapsed time between the moment Rural/Metro personnel have acquired call-back number, patient location, and nature of problem information and a unit has been dispatched (i.e., “Time Call Received”) to the moment the responding unit arrives upon the scene of the emergency incident (i.e., “Time Unit Arrived”).

“Advanced Life Support” or “ALS” shall have the same meaning as defined in Florida Rules 64J-1.

EXHIBIT B

Service Area Map

Each City Areas Are Individually Designated

(attached hereto)

EXHIBIT C

Insurance

1. Insurance. Prior to the commencement of services performed hereunder and during the term of this Agreement, including any extension(s) thereof, Rural/Metro shall obtain and provide the following insurance:

a. Automobile Liability. Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 for each occurrence and a \$5,000,000 aggregate limit, with respect to Rural/Metro's owned, hired and non-owned vehicles utilized in the performance of its services. Uninsured motorist coverage, underinsured motorist coverage and personal injury protection or "no fault" insurance coverage shall not be required under this Agreement, except where required by specific state law and, then, only at the statutory minimum required.

Note: Rural/Metro does not purchase underinsured/uninsured motorist coverage as allowed by law. Any requirement to provide such coverage, which is not otherwise required by law, is an uninsured liability to Rural/Metro and must be rejected.

b. Commercial General Liability. Commercial General Liability Insurance covering bodily injury and property damage, with a limit of not less than \$2,000,000 for each occurrence and a \$5,000,000 aggregate limit.

c. Professional Liability. Rural/Metro shall maintain Professional Liability Insurance covering bodily injury, with a limit of not less than \$2,000,000 for each occurrence and a \$5,000,000 aggregate limit.

d. Worker's Compensation. Rural/Metro shall carry Workers' Compensation Insurance to cover obligations imposed by federal and state statutes; and Employer's Liability Insurance with a limit of not less than \$1,000,000.

2. Primary Insurance. Rural/Metro's insurance shall respond first as it relates to bodily injury or property damage caused by Rural/Metro in the performance of its services hereunder.

3. Certificates of Insurance. Upon request, Rural/Metro shall furnish to Winter Garden Certificate(s) of Insurance issued by Rural/Metro's insurer as evidence that the coverage: (1) is placed with reasonably acceptable insurers; (2) is detailed on the Certificate(s) as specified in this Agreement; and (3) is in full force and effect on the commencement date of services. Upon request, or as required by this Agreement, Rural/Metro shall furnish to Winter Garden updated Certificate(s) as policies are renewed.

4. Additional Insured. The insurance coverage required hereunder, except Workers' Compensation, shall name Winter Garden, their agents, employees, and officers, as an Additional Insured.

5. Insurance Company Rating. Insurance policies required under this Agreement shall have been issued by an insurance company having a financial rating of B plus X or better according to the A.M. Best Rating Guide as of the commencement of this Agreement.
6. Notice of Cancellation. Rural/Metro shall endeavor to notify Winter Garden of cancellation of any required insurance coverage.
7. Waiver. The Commercial General Liability and Auto Liability policies shall contain a waiver of recovery (subrogation) against Winter Garden for any claims arising out of Rural/Metro's performance of its services under this Agreement.
8. Supplemental Insurance. During the term of this Agreement, Winter Garden, in their reasonable discretion, may require Rural/Metro to obtain additional coverage or increase the amount of any insurance Rural/Metro carries to the extent the coverage is reasonably and commercially available to Rural/Metro ("Supplemental Coverage"). In such event, Winter Garden shall pay to Rural/Metro the extra cost of the Supplemental Coverage. Such appropriation and payment of funds shall be a condition precedent to Rural/Metro's duty to obtain such Supplemental Coverage. Winter Garden shall allow reasonable time for Rural/Metro's broker to research the market availability of such required Supplemental Coverage.
9. Claims Made. In the event Rural/Metro elects to obtain insurance required under this Agreement on a "claims made" basis, then such coverage shall extend for two (2) years past the completion of the services rendered by Rural/Metro to Winter Garden and Rural/Metro shall, upon request, provide Winter Garden a Certificate of Insurance evidencing such extended coverage.
10. Market Fluctuations. Winter Garden acknowledges that, from time to time, insurance market fluctuations may increase the premiums Rural/Metro must pay in order to secure the coverage required under this Agreement. In the event that the premiums increase during the term of this Agreement, Winter Garden agrees to consider in good faith Rural/Metro's request for an equitable adjustment in Rural/Metro rates to cover the increased cost.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: George Brennan, Police Chief

Date: September 5, 2012

Meeting Date: September 13, 2012

Subject: Recommendation to approve entering into an agreement with the Orange County School Board to continue the School Resource Officer Program.

Issue: Enter into an agreement for the Winter Garden Police Department to provide School Resource Officer (SRO) services to Lakeview Middle, SunRidge Middle, Dillard Elementary, Whispering Oak Elementary, and SunRidge Elementary schools.

Recommended action: Approve the execution of the agreement with the Orange County School Board to continue The School Resource Officer Program.

Attachments/References: Agreement to be executed.

AGREEMENT

between

The School Board of Orange County, Florida

and

The City of Winter Garden, Florida

for

The School Resource Officer Program

This agreement is entered into this 1st day of July, 2012 between the School Board of Orange County, Florida, a public body corporate organized and existing under the Constitution and laws of the State of Florida, hereinafter referred to as the "School Board," and the City of Winter Garden, Florida, hereinafter referred to as the "Law Enforcement Agency."

WITNESSETH

NOW, THEREFORE, in mutual consideration of the covenants herein, the Law Enforcement Agency and the School Board agree as follows:

1. This Agreement shall be in effect from July 1, 2012 through June 30, 2013, unless otherwise terminated as provided herein.
2. The Law Enforcement Agency shall assign officers according to the manpower formula listed in 2.A to be school resource officers ("SROs") for public schools in the Orange County school district.
 - A. 1 Officer at each Middle School
1 Officer for every 4 elementary schools
 - B. The Law Enforcement Agency will only provide such services to the schools listed in Exhibit "A". The Law Enforcement Agency does not agree to automatically include schools that are currently within, built within, or annexed into, its jurisdiction.
3. All SROs shall meet or exceed the following qualifications:
 - A. Minimum two years experience in law enforcement operations. Preferably, one year of the officer's experience in law enforcement operations should be in the local jurisdiction. This requirement may be modified by mutual agreement of the Law Enforcement Agency and the Chief Operations Officer of the School Board.
 - B. Certified by the State of Florida as a law enforcement officer.

4. Each SRO's work year will follow that established by the School Board for 10-month teachers. The parties may agree to summer school assignments for SROs.
5. SROs assigned to elementary schools shall, by mutual agreement, teach either the *MAGIC*, *Fantastic Foundations*, *Super Kids*, *D.A.R.E.* or the *Exploration of Public Service Occupations* (locally referred to as Law Awareness) curriculums, or any other curriculum that is mutually agreed to between the parties, as guest presenters in fifth grade classes and in other grades as agreed to between the parties.
6. SROs assigned to middle schools may, by mutual agreement, have a teaching assignment which consists of either the G.R.E.A.T. (Gang Resistance Education and Training), Super Teens, Exploration of Public Service Occupations, Cyber Safety, or a combination of any of these classes/curriculums.
7. SROs assigned to high schools will instruct specialized short-term programs by invitation of school administration or faculty member.
8. Any exceptions to the instructional responsibilities outlined herein must be mutually agreed upon by the School Board's associate superintendent, education services, the applicable schools' principals and an authorized representative of the Law Enforcement Agency.
9. SROs shall be responsible for the following additional duties:
 - A. Encouraging individual and small group discussion with students, faculty, and parents about matters related to law enforcement.
 - B. Making referrals to community agencies offering assistance to juveniles and their families, such as mental health clinics, drug treatment centers, etc. when the SRO deems appropriate.
 - C. Informing principals, as soon as practicable, about law enforcement activity undertaken on school grounds, as allowed by the State law.
 - D. Assisting other law enforcement officers in matters relating to the SROs' school assignments.
 - E. Completing student and program records requested by the School Board.
 - F. Actively support the OCPS Early Truancy Intervention Program (ETI) under the direction of the school system and the State Attorney 9th Judicial Circuit of Florida.
10. Each SRO will reaffirm his or her role as a law enforcement officer by wearing a uniform at least one day a week, unless doing so would be inappropriate for scheduled school activities. The uniform will also be worn at school events, where it will enhance the image of the SRO and his or her ability to perform applicable duties.
11. SROs are under the direct supervision and control of the Law Enforcement Agency. They remain employees of the Law Enforcement Agency and are responsive to the Law Enforcement Agency's chain of command. SROs will

coordinate their activities with the principals and other appropriate staff members of their assigned schools. They will seek permission, advice, and guidance prior to enacting any programs within the schools.

12. SROs shall not be assigned any duties regularly given to school personnel, such as lunchroom or hall duty. Nothing herein is intended to preclude the SRO from being available in areas where interaction with students is expected.
13. SROs are not school disciplinarians. If the principal of a school believes that a violation of law has taken place relating to a school, he or she shall contact the SRO assigned to that school, who shall assess the situation and take whatever action he or she deems appropriate. The SRO may only transport suspended or disruptive students with the approval of his or her supervisor.
14. Should it become necessary to conduct formal law enforcement interviews on school grounds with students or staff, the SRO shall abide by applicable State law and the Law Enforcement Agency's policy and procedure. School Board personnel shall cooperate with those efforts.
15. Principals shall inform and update SROs about situations arising on campus that may involve criminal activity.
16. Nothing herein shall be construed as imposing a legal duty for school and/or student security upon the Law Enforcement Agency. This Agreement shall not be construed as creating a special relationship between the Law Enforcement Agency and any person or entity.
17. The School Board shall provide funding as specified in Exhibit "A" attached hereto for the services described herein. Payment shall be made in two equal installments with the first payment due on or before December 31, 2012, and the second installment due on or before June 30, 2013.
18. Either party may terminate this Agreement without cause upon 30 days written notice to the other party. In the event of such a termination, the Law Enforcement Agency shall be paid on a pro rata basis for services rendered to the date of termination. Further, either party may immediately terminate this Agreement for cause upon giving written notice to the other party and a 30-day opportunity to cure any material default.
19. Neither party may assign this Agreement.
20. The terms and provisions of this Agreement constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No change, alteration, or modification of this Agreement shall be effective unless in writing and signed by both parties hereto.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising hereunder shall be Orange County, Florida.

22. It is understood and agreed to by the parties that at no time shall a law enforcement officer acting pursuant to this Agreement be an employee or agent of the School Board. The law enforcement officer shall always be and remain an employee of the Law Enforcement Agency when performing their function herein.
23. SRO's are required to be absent from campus from time to time to attend training, to appear in court and to perform certain administrative functions required by their position with the Law Enforcement Agency. The officer's supervisor will approve all such absences and ensure that the site administrator is informed, in advance.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

CITY OF WINTER GARDEN, FLORIDA

THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA

BY: _____
Mayor

BY: _____
Chairman

(Corporate Seal)

(Corporate Seal)

ATTEST:

BY:

City Clerk

Barbara M. Jenkins,
Superintendent

This document has been reviewed by
the School Board Attorney on behalf of
School Board, this _____ day of
_____, 2012.

BY: _____

Exhibit "A"

The City of Winter Garden
2012-2013 School Year
Reimbursement for School Resources Officers

	School	School #	Level	# of Officers	Amount
1.	Dillard Elem.	0511	E	.25	5,500
2.	Whispering Oaks E.	0322	E	.25	5,500
3.	SunRidge Elem.		E	.25	5,500
4.	Lakeview Middle	0352	M	1.00	22,000
5.	SunRidge Middle		M	1.00	22,000
	Total			2.75	60,500

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: *Kathy* Kathy Golden, City Clerk

Date: September 4, 2012 **Meeting Date:** September 13, 2012

Subject: Expiring term of the General Employees Pension Board Trustee

Issue: Theo Graham has indicated in his attached letter that he is interested in being reappointment by the City Commission. Mr. Graham has served on the board since 1999 and his term is scheduled to expire on September 30, 2012.

Reference:

City Code Sec. 54-28. Board of trustees.

(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this ordinance is hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, **two of whom**, unless otherwise prohibited by law, **shall be appointed by the city commission**, and two of whom shall be members of the system, who shall be elected by a majority of the general employees who are members of the system.

Attachments:

Mr. Graham's request for reappointment
Appointment interest forms on file with the City Clerk

August 31, 2012

City of Winter Garden

Honorable Mayor and Commissioners

Re: General Employees Pension Board

My current term is scheduled to expire September 30, 2012 as the City Commission appointed Trustee. Please accept this letter as my request for reappointment to the General Employees Pension Board I have served since 1999.

Best wishes,



Theo Graham
213 W Tilden Street
Winter Garden, FL 34787



CITY OF WINTER GARDEN
CITY CLERK'S OFFICE
300 WEST PLANT STREET
WINTER GARDEN, FL 34787

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

BOARD APPOINTMENT INTEREST FORM

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARDS/COMMITTEES. VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY. PLEASE HELP US PLACE YOU ON THE MOST APPROPRIATE COMMITTEE BY COMPLETING THIS QUESTIONNAIRE. FEEL FREE TO ATTACH A RESUME.

DATE: 17 May 2010 VERIFIED INTEREST ON: _____

LAST NAME: CLARK FIRST: ROBERT MIDDLE: JOHNNY
HOME ADDRESS: 620 Heathglen Blvd, Winter Garden, FL 34787
OFFICE ADDRESS: N/A
HOME PHONE: (407) 212-9091 WORK PHONE: N/A FAX: N/A
CURRENT EMPLOYER: Retired city of Winter Garden LENGTH: 5 years
POSITION: Code Enforcement manager + Trailer City manager
EDUCATION: 14 yrs HIGH SCHOOL UNDERGRADUATE COLLEGE DEGREE IN: AA in Criminal Justice
ADVANCED COLLEGE DEGREE IN: N/A OTHER: N/A

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:

35 years in Law Enforcement, previous Code Enforcement manager + Trailer City manager for city of Winter Garden (born and raised in Winter Garden)
COMMUNITY INVOLVEMENT: Routinely attend Commission meetings to keep up with what is going on in the city of Winter Garden
INTERESTS/ACTIVITIES: what is going on in the city of Winter Garden
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? To be involved in the city of W.G.'s growth

NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.

NONE

ARE YOU A RESIDENT OF WINTER GARDEN? yes IF YES, CONTINUOUS RESIDENT SINCE? _____
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? yes WHICH CITY DISTRICT? District 1
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? NO IF YES, PLEASE STATE NAME OF BOARD: _____

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD? yes IF YES, PLEASE STATE NAME OF BOARD: General

Employee Pension Board for the city of Winter Garden.
REFERENCES: Mayor John Rees, Commissioner Gerald Towers, City Manager, Michael Bollhoefer

WHICH BOARD(S) ARE YOU INTERESTED?

- *CODE ENFORCEMENT BOARD
- *PLANNING & ZONING BOARD
- *COMMUNITY REDEVELOPMENT AGENCY
- *COMMUNITY REDEVELOPMENT ADVISORY BOARD
- *GENERAL EMPLOYEES PENSION BOARD
- *FIRE/POLICE PENSION BOARD
- *ARCHITECTURAL REVIEW AND HISTORIC PRESERVATION BOARD

PLEASE NOTE: MEMBERS SERVING ON BOARDS WITH AN ASTERISK (*) ARE REQUIRED TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM WITH THE ORANGE COUNTY SUPERVISOR OF ELECTIONS OFFICE ON OR BEFORE JULY 1ST OF EACH YEAR. APPLICANTS FOR BOARD APPOINTMENT ARE REMINDED OF THE PROVISIONS OF THE FLORIDA STATUTES AS APPLICABLE TO CONFLICTS OF INTEREST. ALL BOARD APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND ARE SUBMITTED TO THE CITY COMMISSION WHENEVER A VACANCY OCCURS. UPDATED INFORMATION SHOULD BE SUBMITTED AND MAY BE REQUESTED AT ANY TIME.

DIRECT INTEREST FORM AND QUESTIONS TO THE CITY CLERK'S OFFICE AT 407-656-4111 EXT. 2254.

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.



CITY OF WINTER GARDEN
CITY CLERK'S OFFICE
300 WEST PLANT STREET
WINTER GARDEN, FL 34787

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

Rec'd. 9-4-12

BOARD APPOINTMENT INTEREST FORM

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARDS/COMMITTEES. VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY. PLEASE HELP US PLACE YOU ON THE MOST APPROPRIATE COMMITTEE BY COMPLETING THIS QUESTIONNAIRE.

FEEL FREE TO ATTACH A RESUME.

DATE: 8/22/2012

VERIFIED INTEREST ON: _____

LAST NAME: HALLUSKA FIRST: ERIK MIDDLE: ANDREW
HOME ADDRESS: 955 WOODSON HAMMOCK CIRCLE WINTER GARDEN, FLORIDA 34787
OFFICE ADDRESS: 1417 EAST CONCORD STREET ORLANDO, FLORIDA 34787
HOME PHONE: 407-347-8606 CELL PHONE: 813-293-2610 WORK PHONE: 407-849-1569
EMAIL: EHALLUSKA@AWDOH-CPA.COM FAX #: _____
CURRENT EMPLOYER: AVERETT WARMUS DURKEE CPAS LENGTH: 6 YEARS
POSITION: AUDIT SUPERVISOR
EDUCATION: HIGH SCHOOL GRADUATE Yes No UNDERGRADUATE COLLEGE DEGREE IN: ACCOUNTING
ADVANCED COLLEGE DEGREE IN: _____ OTHER: _____

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:

I have worked in the field of accounting and finance for 6.5 years (.5 as intern) which has included audits of small governments and employee benefit plans which can directly relate to various Winter Garden boards. First and foremost, my interests are the preservation, growth and prospering of Winter Garden. Additionally, I will gladly volunteer for any board.

COMMUNITY INVOLVEMENT: West Orange Chamber of Commerce (firm membership since 2010)

INTERESTS/ACTIVITIES: Athletics, running/tri-events

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? To benefit the city in which I intend to raise a family.

NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.

Business Force, Inc. & Tiger Bay Club of Orlando (Aug 2012), FICPA (Jan 2007), Cert. Public Accountant (California- Jan 2012)

ARE YOU A RESIDENT OF WINTER GARDEN? Yes No IF YES, CONTINUOUS RESIDENT SINCE? March 2008

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes No WHICH CITY DISTRICT? District 1

ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? Yes No IF YES, PLEASE STATE NAME OF BOARD: _____

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD? Yes No IF YES, PLEASE STATE NAME OF BOARD: _____

REFERENCES: _____

WHICH BOARD(S) ARE YOU INTERESTED?

- *CODE ENFORCEMENT BOARD
- *PLANNING & ZONING BOARD
- *COMMUNITY REDEVELOPMENT AGENCY
- *COMMUNITY REDEVELOPMENT ADVISORY BOARD - CIRCLE ALL THAT APPLY TO YOU WITHIN THE CRA: RESIDE / OWN / OPERATE A BUSINESS / OTHER
- *GENERAL EMPLOYEES PENSION BOARD
- *FIRE/POLICE PENSION BOARD
- *ARCHITECTURAL REVIEW AND HISTORIC PRESERVATION BOARD
CIRCLE ALL THAT APPLY TO YOU: ARCHITECT / LICENSED GENERAL CONTRACTOR / WG HERITAGE FOUNDATION BOARD MEMBER / OWN COMMERCIAL PROPERTY IN THE HISTORIC DISTRICT / OWN COMMERCIAL PROPERTY IN THE HISTORIC DISTRICT & RESIDE IN THE CITY / RESIDE IN THE CITY
- ELECTION CANVASSING BOARD

PLEASE NOTE: MEMBERS SERVING ON BOARDS WITH AN ASTERISK (*) ARE REQUIRED TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM WITH THE ORANGE COUNTY SUPERVISOR OF ELECTIONS OFFICE ON OR BEFORE JULY 1ST OF EACH YEAR. APPLICANTS FOR BOARD APPOINTMENT ARE REMINDED OF THE PROVISIONS OF THE FLORIDA STATUTES AS APPLICABLE TO CONFLICTS OF INTEREST. ALL BOARD APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND ARE SUBMITTED TO THE CITY COMMISSION WHENEVER A VACANCY OCCURS. UPDATED INFORMATION SHOULD BE SUBMITTED AND MAY BE REQUESTED AT ANY TIME.

DIRECT INTEREST FORM AND QUESTIONS TO THE CITY CLERK'S OFFICE AT 407-656-4111 EXT. 2254

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Board Appointment Interest Form 06-10

WINTER GARDEN • A charming little city with a juicy past.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Mike Bollhoefer, City Manager

Date: September 6, 2012

Meeting Date: September 13, 2012

Subject: City Manager Contract

Issue: My current contract expired August 13, 2012. The contract I have submitted is based on the standard International City/County Management Association (ICMA) contract. It is identical to my previous contract except for the following changes. Section 3.B.regarding severance pay was changed from 6 months severance to 20 weeks severance and 6 weeks accrued sick leave.

Attachments/references: Contract, Sample contracts from other cities.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Mike Bollhoefer, City Manager

Date: September 12, 2012

Meeting Date: September 13, 2012

Subject: City Manager Contract

Issue: Section 3. D. has been added to the contract. This language is required by State Law thus was added based on a recommendation from the City Attorney.

Attachments/references: Contract with new Section 3. D.

THIS AGREEMENT, made and entered into this 13th day of September 2012, by and between the City of City of Winter Garden, a municipal corporation, hereinafter called "City" and Michael Bollhoefer, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, the City and Employee are parties to a written agreement whereby City employs Employee as the City Manager for the City and the parties agree to modify and replace the existing written agreement with this Agreement;

WHEREAS, City desires to continue to employ the services of Employee as City Manager of the City of Winter Garden, as provided for in the City Charter of the City of Winter Garden; and

WHEREAS, it is the desire of the City to continue to provide certain benefits, to establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City to (1) retain the services of Employee, and to provide inducement for him to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee's services at such time that City may desire to terminate his employ; and

WHEREAS, Employee desires to continue employment as City Manager of Winter Garden;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Powers and Duties of the City Manager

- A. The City hereby agrees to continue to employ Employee as City Manager of the City of Winter Garden to perform the functions and duties specified in the City Charter, and to perform other legally permissible and proper duties and functions as the City of Winter Garden City Commission ("Governing Body") shall from time to time assign, subject to this Agreement. This Agreement commences on the 13th day of September, 2012. ("Effective Date")
- B. As stated in Section 14 (1) of the City Charter, neither the City Commission nor any of its members shall direct or request the appointment of any person to, or his removal from, office by the city manager, or by any of his subordinates or in any manner take part in the appointment or removal of officers and employees in the administrative service of the city. Except for the purpose of an inquiry under section 14(2) of the Charter, the City Commission and its members shall deal with the administrative service solely through the city manager, and neither the City Commission nor any members thereof shall give orders to any subordinates of the city manager, either publicly or privately
- C. As stated in Section 30 of the City Charter, the City Manager shall be the chief executive officer and head of the administrative branch of the city government except as herein provided. He shall be responsible to the City Commission for the proper administration of all affairs of the city and to that end, subject to Florida Statutes as from time to time amended, he shall have power and shall be required to:
 - 1. Appoint and, when necessary for the good of the city, remove all officers and employees of the city, except as otherwise provided by the Charter, and except as he may authorize the head of a department or office to appoint and remove subordinates in such department or office;
 - 2. Fix the salary of officers and employees whose salary is not set by the City Commission under the Charter;

3. Endorse on all contracts, bonds and other instruments in writing in which the municipality is interested his approval of the substance thereof;
 4. Prepare the budget annually and submit it to the City Commission for approval;
 5. Prepare and submit to the City Commission, as of the end of the fiscal year, a complete report on the finances and administrative activities of the city for the preceding year,
 6. Keep the City Commission advised in writing of the financial condition and future needs of the city and make a report thereon on the second meeting of each month, and make such recommendations as may seem to him desirable;
 7. Recommend to the City Commission the salary and wage scale proposed for the ensuing year, noting thereon any proposed changes recommended;
 8. Perform such other duties as may be prescribed in the Charter or required of him by the City Commission not inconsistent therewith.
- D. The City Manager agrees to remain in the exclusive employ of the City of Winter Garden while employed by the City of Winter Garden. The term "employ," however, shall not be construed to include occasional teaching, writing, speaking or consulting performed on his time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Winter Garden. In the event overnight travel is required for such non-Employer related business, the Governing Body shall be notified in advance. De minimis use of City equipment for such purposes is hereby authorized.
- E. Sections 1(B) and 1(C) shall be amended to reflect any changes made to the City Charter.

Section 2. Term

- A. The term of this Agreement shall be for an initial period of two years beginning on the Effective Date. Said term may be successively extended for a period of one additional year at a time (thereby renewing the original two year term), by the Governing Body adopting a resolution prior to each anniversary date of this Agreement.
- B. In the event Employee voluntarily resigns as City Manager before expiration of the term of this Agreement, then Employee shall give the Governing Body 30 days advance written notice unless the parties agree otherwise.

Section 3. Termination and Severance Pay

- A. In the event the City Manager's employment is involuntarily terminated by the Governing Body, Employer agrees to pay Michael Bollhoefer a lump sum cash payment equal to ~~six months~~ 20 weeks - compensation as severance pay. The City will also pay 6 weeks accrued sick pay and all accrued vacation pay.
- B. In the event the City Manager's employment is terminated by the Governing Body, all life, health, dental, and disability insurance and all other City provided benefits shall continue in full force and coverage, at City expense, for a period of six months or until similar coverage is provided to Michael Bollhoefer by a subsequent employer (and is in full force and effect), whichever comes first. Said continuation of group health insurance coverage shall be in addition to any protection afforded Employee by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under the severance provisions herein expires.
- C. In the event the Governing Body at any time reduces the salary, compensation or other benefits of the Employee in a greater amount than an applicable across-the-board reduction for all employees of the City, or in the event the Governing Body refuses to comply with any other provision benefiting the Employee herein, or the Employee resigns following a suggestion, either formal or informal, by the Governing Body that he resign, then in that event Employee may at his option be deemed to be terminated, as provided herein.

- D. Severance pay will be prohibited if the employees is terminated for misconduct as defined below:
1. Conduct demonstrating conscious disregard of an employer's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee.
 2. Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of this employer's interests or of the employee's duties and obligations to his or her employer.
 3. Chronic absenteeism or tardiness in deliberate violation of a known policy of the employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.
 4. A willful and deliberate violation of a known policy or regulation of this state by an employee of an employer licensed or certified by this state, which violation would cause the employer to be sanctioned or have its license or certification suspended by this state.
- E. In the event the Employee is terminated for "just cause" then Employer's only obligation to Michael Bollhoefer is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined and hereby limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) violation of duties to the City of honesty and sobriety; (4) any other act of a similar nature or the same or greater seriousness.
- F. Should the Employee be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the Governing Body shall have the right to terminate Employee's employment subject to the severance provisions of Section 3A and B above.
- G. For purposes of complying with Section 3 of this Agreement, appropriations held as unencumbered fund balances in any fund or account of the City shall be deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to insure fulfillment of this provision of the Employment Agreement.
- H. The terms of this Agreement shall remain in full force and effect and hold over until Employee's employment is terminated under the terms herein, a new employment agreement has been entered into by the Employee and City, an amendment to this Agreement is entered into by the Employee and City, the Employee voluntarily resigns or the term of this Agreement expires without renewal, whichever first occurs.
- I. Contemporaneously with the delivery of the severance pay herein above set out, Michael Bollhoefer agrees to execute and deliver to Employer a release, releasing Employer of all claims that Michael Bollhoefer may have against Employer.

Section 4. Salary

- A. Employer agrees to pay Employee for his services rendered pursuant hereto as City Manager an annual base salary of \$143,270.40 payable in installments at the same time as other employees of the City are paid. Employee's salary shall automatically increase based on cost of living increases (COLA's), if any, uniformly provided by the City to Department Directors of the City on the same basis and under the same conditions provided to said Department Directors.
- B. Employee's job performance will be reviewed and evaluated annually by the City Commission prior to Employee's anniversary date of employment under this Agreement and shall be discussed with Employee by the City Commission or its designee. The Mayor shall provide the Employee with a summary written statement of the findings of the Governing Body and provide an adequate opportunity for the Employee to discuss the evaluation with the Governing Body.

- C. Increases in Employee's base salary shall be negotiated by the City Commission, or its designee, and the Employee. Any salary increase for Employee must be approved by the City Commission, but does not require a formal amendment to this Agreement; provided, however, that the COLA increases referenced in subparagraph A above shall not require any specific approval by the City Commission.

Section 5. Retirement Benefits

The Employee shall be covered and governed by the same retirement system as all other non-public safety employees.

Section 6. Insurance Coverage and Annual Physical

The Employee shall be covered by the same health and dental plans as all other employees.

Section 7. Automobile

Employee's duties require that he shall have the exclusive and unrestricted use at all times during his employment with Employer of an automobile provided to him by the Employer. Employer shall be responsible for paying liability, property damage, and comprehensive insurance and for the purchase (lease), operation, maintenance, repair, and regular replacement of said automobile.

Section 8. Other Benefits

All provisions of the City Charter, rules and regulations of Employer relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Employee as they would to all other employees of Employer.

Section 9. Professional Development

Employer agrees to budget for and to pay the professional dues, subscriptions, travel and subsistence expenses of the Employee for professional participation and travel, meetings and occasions adequate to continue his professional development. Said participation on City time to include, but not to be limited to the National League of Cities, International City/County Management Association, Florida League of Cities, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member, or which said participation is beneficial to Employer, as well as associated short courses, institutes, and seminars.

Additionally, Employer encourages the Employee to attain positions of leadership in national, state, regional and local associations and organizations relevant to his profession. Employer agrees to budget and pay for travel and subsistence expenses necessary for Employee's professional development and for the good of the Employer.

Section 10. General Expenses

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the Employee, including participation in civic and other local organizations, and hereby agrees to reimburse or pay said general expenses.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

The Finance Director (or other designated employee) is hereby authorized to disburse funds as needed to fulfill all provisions of this Agreement, upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

Section 11. Suspension

Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement, but only if a majority of the Governing Body and the City Manager agree; or after a public hearing, a majority of the Governing Body votes to suspend the City Manager for "just cause", provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing, by the Governing Body members bringing such charges.

"Just cause" is defined and hereby limited for the purposes of this Agreement to the following: (1) willful neglect of duty, (2) felony or misdemeanor conviction of any crime involving moral turpitude, (3) violation of duties to the City of honesty and sobriety, or (4) any other act of similar nature, or of the same or greater seriousness.

Section 13. Indemnification

Employer has made Employee aware of the provisions of §768.28, Florida Statutes. Pursuant to §768.28(9) (a), Florida Statutes, Employee, as an officer of the City shall not be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his employment or function, unless Employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Further Employer has made Employee aware of the provisions of §111.07, Florida Statutes, authorizing municipalities to provide an attorney to defend certain civil actions arising from a complaint for damages or injury suffered as a result of any act or omission of action of any municipal officer for an act or omission arising out of and in the scope of such officer's employment and function.

Section 14. Conflict of Interest Prohibition

It is further understood and agreed that because of the duties of the Employee within and on behalf of the City of Winter Garden and its citizenry, the Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the Governing Body. For and during the term of this Agreement, Employee further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate or property improvements within the corporate limits of the City, without the prior consent of the Governing Body.

Section 15. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties, and all prior agreements between the City and Employee are terminated and no longer have any force or effect.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective upon adoption and approval by the Governing Body of the City of Winter Garden.
- D. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS THEREOF, the City of Winter Garden has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and the City Manager has signed and executed this Agreement, both in duplicate, the day and year first written above.

Mayor

City Manager

ATTEST:

Kathy Golden, City Clerk



EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of the 1st day of October, 2007 by and between the **CITY OF OCOEE** (hereafter referred to as the "City"), a municipal organization organized and existing under the laws of the State of Florida, with its office located at City Hall, Ocoee, Florida and **ROBERT D. FRANK** (hereinafter referred to as the "Employee").

NOW THEREFORE, in consideration for the mutual covenants contained herein, the parties agree as follows:

1. Employment and Duties:

A. Employment Duties: The City hereby agrees to employ Employee as City Manager and Employee agrees to accept such employment, all subject to the terms and conditions set forth in this Agreement. Unless otherwise provided herein, the Employee shall devote his full time as City Manager and carry out to the best of his ability all duties imposed on him by the City Charter, City Ordinances as they now exist, or from time to time may be changed by the City of Ocoee, and such other duties as the City Commission may from time to time require him. Employee will be in active charge of the management and operation of the City, including the hiring, supervision, evaluation and discipline of all City employees subject to the applicable laws of the United States, the State of Florida, and Charter and Ordinances of the City now in existence or as subsequently adopted, altered or amended by the City.

B. Individual Commission Members: Individual members of the City Commission shall not involve themselves in the day-to-day management of the City, including the administration of the employment policies of the City relating to hiring, evaluation, discipline, retention and supervision, unless otherwise specifically provided herein, or as specifically provided in the City Charter or Ordinances now in existence or as may be subsequently altered, adopted or amended; provided, however the City Manager, shall keep the City Commission advised of all disciplinary actions more severe than a suspension without pay and all terminations of City employees which are involuntary, except termination of probationary employees. The City Manager shall also advise the City Commission of any and all demands for arbitration, administrative charges or litigation and keep the City Commission updated as to the status of same. Subject to the City Charter, ordinances and regulations, the City Commission shall retain the sole and exclusive right to determine whether to settle (including the terms of any settlement) or contest any and all claims, or threatened claims involving the City and employees acting within the scope of their authority as City employees, including those claims related to the City personnel rules and regulations, except when by official action the City Commission determines otherwise, or the law otherwise provides, or except where otherwise provided in the Purchasing Rules and Regulations.

2. Term:

A. The term of employment under this Agreement will commence October 1, 2007 and continue until terminated by either party as provided in paragraph 7 below.

3. Compensation & Benefits:

A. The City will pay Employee for all services rendered and performed hereunder, a base salary, effective October 2, 2007, of One Hundred Thirty Six Thousand Fifty-Two and 68/100 Dollars (\$136,052.68) per annum, in equal installments paid bi-weekly (26 pay periods per annum), or as otherwise mutually agreed; provided, however, that unless otherwise agreed to by the City and Employee, as of October 1 of each year the Employee's base salary shall automatically increase based on cost of living increases (COLA's) and merit increases, if any, uniformly provided by the City to Department Directors of the City.

B. Employee's job performance may be reviewed and evaluated by the City Commission periodically under this Agreement and discussed with Employee by the City Commission or its designee.

C. Any increases in Employee's base salary beyond those set forth in Paragraph 3A above shall be negotiated by the City Commission, or its designee and the Employee. Any salary increase for Employee must be approved by the City Commission, but does not require a formal amendment to this Agreement; provided, however, that the COLA and merit increases referenced in Paragraph 3A above shall not require any specific approval by the City Commission.

D. Effective July 11, 2009, the Employee shall, at no cost to the Employee, be provided 5 years creditable service time in the City of Ocoee General Employees Pension Plan and be considered as "vested" and shall thereafter during the term of this Agreement contribute 7.4% of his annual base salary to such pension plan in the same manner as other employees. City Commission agrees to adopt and move forward with any necessary enabling ordinances or resolutions to implement this provision, subject to compliance with all applicable laws and regulations.

4. Fringe Benefits:

A. (1) Employee shall be eligible for and participate in all fringe benefits uniformly provided to Department Directors of the City on the same basis and under the same conditions as provided to said employees; provided, however, Employee shall accrue paid time off (PTO) under the City Personnel Rules and Regulations in the same manner as if he had six (6) years of continuous full-time service as an employee of the City.

(2) Employee shall receive five (5) days per year of administrative leave in the same manner provided to "at will" employees of the City.

(3) Employee shall be eligible for life insurance at two (2) times his annual salary.

B. Vehicle:

1. Employer agrees to pay to the employee, during the term of this Agreement and in addition to other salary and benefits provided, the sum of \$700.00 per month as a vehicle allowance to be used to purchase, lease or own, maintain and operate a vehicle.

Employee shall be responsible for liability, property damage and comprehensive insurance coverage upon such vehicle and shall be further responsible for all expenses attendant to said vehicle. Employer shall reimburse Employee at the IRS standard mileage rate for any business use beyond the Florida League of Cities Tri-County area.

2. Employee shall provide a vehicle for his use in conducting City business that is kept in clean and presentable condition at all times.

C. Equipment: The City will furnish Employee a cellular telephone and a personal digital assistant (PDA) to be used exclusively for City business. Use of the PDA shall be subject to the same guidelines applicable to members of the City Commission. All records for the City-provided cell phone are City records.

D. Dues and Subscriptions: Subject to presentation of proper receipts or invoices and the appropriation of funds as part of the City's annual budget, City agrees to pay for the professional dues and subscriptions reasonably necessary for Employee's continuation and full participation in national, regional, state and local associations and organizations which Employee determines are necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City. Additionally, the City shall pay for other memberships and subscriptions on behalf of the Employee, which the City Commission, in its exclusive discretion, approves in advance.

E. Conventions: (1) City hereby agrees to budget and to pay the registration fees, travel and subsistence consistent with subparagraph 4(E)(3) below for attendance by Employee as a member in good standing to the annual meeting or convention of the International City Management Association, the Florida League of Cities, Florida City and County Manager's Association and the National League of Cities.

(2) Additionally, the City shall pay for all other meetings, seminars and short courses attended by the Employee, which the City Commission, in its exclusive discretion, approves in advance. If attendance at such functions requires overnight travel and expense, the Employee shall be reimbursed in accordance with City policy.

(3) All other expenses shall be reimbursed in accordance with the City policy applicable to all employees.

F. Deferred Compensation: In addition to the base salary paid to the Employee, the City agrees, during the term of this Agreement, to contribute annually ten and ninety-five hundredths percent (10.95%) of the base salary of Employee, up to the maximum allowed, into a deferred compensation plan on Employee's behalf, such plan to be designated by Employee, with such contributions being in equal proportionate amounts each pay period. Between October 1, 2007 and July 10, 2009 only, the deferred compensation payments made hereunder are made in lieu of Employee's participation in the City of Ocoee General Employees Pension Plan, which he voluntarily elects not to participate in until July 11, 2009. The City agrees while Employee is employed by the City to execute all necessary agreements in connections with any such deferred compensation plan in order to allow for Employee's

continued participation therein. Participation by the Employee in the City of Ocoee General Employees Pension Plan shall not affect the obligation of the City under this subparagraph.

5. Extent of Services and Hours of Work:

A. Except during periods of illness, vacation, or absences of a day or more authorized by the Mayor, or his designee, Employee will devote his best efforts to the performance of his duties and responsibilities under this Agreement. Nothing herein will limit Employee's right to make passive investments, to participate in charitable service and organizations, other community activities and trade and professional organizations or to undertake other activities which do not interfere with the performance of his duties hereunder, it being mutually agreed that his participation in charitable service, other community activities, and trade and professional organizations is to the benefit of the City. Employee shall not otherwise be employed on a full or part-time basis without the written permission of the City Commission with the exception of his continued participation as a reserve deputy sheriff in order to maintain his Florida certification credentials; provided his participation does not interfere with his duties under this Agreement as determined by the City Commission.

B. Employee shall be "on-call" 24 hours a day and agree to make himself available as needed, however he may take advantage of any alternative work schedule offered to other employees. It is recognized that Employee's duties as City Manager require a great deal of time outside of normal office hours. It is also recognized that Employee is required to devote an unspecified amount of time and energy to carry out those duties with the highest amount of professionalism possible and that because of the "24 hour" nature of his responsibilities, interference with his private life is to be expected. That being the case, the parties recognize that Employee may choose to take occasional casual time off within the general area of the City of Ocoee during the City's normal business hours when his duties allow and his absence will not interfere with the efficient operation of City business; provided, however, that he is at all times immediately available by telephone or beeper, except during periods of illness, vacation and absences approved by the Mayor or his designee. This casual time off is not considered as PTO or administrative leave. Employee agrees that, at all times, he will conduct himself in a professional manner and not bring discredit to the City or to the operation of its business. The Commission may consider Employee's use of such casual time off during its periodic performance evaluations of him.

6. Indemnification and Cooperation:

A. The City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action for which the City is legally responsible for actions of Employee acting in his capacity as the City Manager and which are within the scope of his authority and employment as City Manager, subject to applicable law and the City Charter and Ordinances, and any limitations contained therein.

B. In the event of actual or threatened litigation and/or administrative proceedings involving the City which arise out of the operation or actions which occurred or are alleged to have occurred while Employee was the City Manager of the City of Ocoee, Employee will cooperate with the City and its counsel in assisting the City in every legal manner to prevail

in said action. The City shall pay Employee's reasonable travel expenses and subsistence expenses incurred away from his home incurred in preparation for and actual discovery, settlement and trial of all said matters.

C. Employee further agrees that unless required by law, he will not cooperate with or assist any party, person, or entity who has, had or may have, or asserts that he has or may have any claim or any nature against the City, its agents, officers, employees, City Commission members or representatives, without the express written permission of the City Commission, or its designee.

D. Employee shall not disclose any confidential or private information involving the business of the City to any person or entity without the written permission of the City Commission, or its designee, unless required to do so by law.

E. Restrictions set forth in subparagraphs C and D above shall not apply in instances of governmental entities with jurisdiction over a claim of a violation of law.

7. Termination:

A. **Termination by Employee:** The Employee may resign and terminate this Agreement upon thirty (30) days written notice to the City. Should Employee resign his employment and terminate this Agreement:

1. Employee shall receive no severance pay or benefits under this Agreement, except as may be otherwise provided in the City Personnel Rules and Regulations applicable to him if he resigns his employment.

2. This Agreement (except for Paragraph 6 which shall remain in force and effect for as long as the law allows) shall be automatically canceled, and except as to those paragraphs that continue in effect, neither Employee nor the City shall have any further obligation one to the other under this Agreement or otherwise.

B. **Termination by the City:**

1. Subject to the procedures set forth in Article IV, C-22 of the City Charter, the Employee and this Agreement may be terminated at any time, with or without cause, at the will and pleasure of the City Commission.

2. Except as provided in Paragraph 7B(3) below, and subject to subparagraphs 7B(2) (c) and (d) below, if Employee is terminated he shall be paid severance pay under the conditions set forth in subparagraphs 7B(2)(a) – (h) below. A vote by a majority of the City Commission to offer Employee the opportunity to voluntarily resign in lieu of termination, shall be considered a termination under and subject to the conditions set forth in this subparagraph 7B(2) below:

(a) The Employee shall receive severance pay equal to nine (9) months base salary if terminated; provided, however, there shall be no severance pay due in cases of termination consistent with Paragraph 7B(3), or termination by the Employee.

(b) City shall continue to pay for the premium necessary to provide Employee group medical insurance for a period of 9 months from the date of the Employee's termination under paragraph 7B, just as if he had remained actively employed during such period, but subject to the conditions set forth in subparagraph 7B(2)(d) and 7B(3) below.

(c) Employee shall comply with paragraphs 6B through 6D of this Agreement (Confidentiality and Cooperation) following termination of this Agreement.

(d) The City shall no longer be obligated to pay the premiums for Employee's group medical insurance under subparagraph 7B(2)(b) above once Employee has obtained employment with another employer who offers group medical insurance for which Employee meets that employer's eligibility requirements (and assuming any waiting periods have passed) or after 9 months from the date of the Employee's termination under paragraph 7B, whichever first occurs.

(e) Upon termination of this Agreement, neither Employee nor the City shall have any obligation one to the other except (i) as set forth in Paragraph 6, (ii) for accrued benefits, if any, to which Employee is entitled, if any, under the City Personnel Rules and Regulations applicable to him as a terminated Employee, or (iii) as otherwise provided in this Agreement.

(f) Employee shall execute a release of all officers, directors, members, City Commission members, employees and representatives of any and all rights he has, had or may have arising out of his employment or the cessation thereof under this Agreement and all applicable federal, state and local laws, including but not limited to claims of illegal discrimination, intentional and unintentional torts and all other types of claims whether known or unknown through the date of his termination.

(g) In the event the form of government of the City is changed to a "strong Mayor" or similar form of government for which there is no City Manager, Employee may elect to voluntarily resign, in which event said resignation shall be treated as termination under paragraph 7B and shall be subject to all of the subparagraphs set forth therein; provided, however, unless released by the City, the Employee agrees to remain actively employed for thirty (30) days after the "strong Mayor" or other chief executive officer under a similar form of government takes office and during that time assist in the transition.

(h) In the event Employee is entitled to severance pay from the City, the City shall in addition to the severance pay, pay Employee the amount of premium the City would have paid for employee life insurance and disability insurance had he remained employed during the time period for which severance pay is provided.

3. The City shall have no obligation to pay any severance pay or to provide Employee group medical insurance under paragraph 7B(2) hereunder unless otherwise required by law if Employee is terminated for any or a combination of the following:

(a) Dishonesty with respect to the business and operation of the City.

- (b) Violation of the City drug policy.
- (c) Refusal to cooperate in a legal investigation involving any aspect of the business or operation of the City conducted by or at the direction of the City Commission.
- (d) Conviction or pleading guilty nolo contendere to a felony.
- (e) Causing the City to be found in violation of law through gross neglect or willful or intentional conduct by Employee.

Except as may otherwise be required by the City Charter, in the event Employee is charged with a felony or crime involving moral turpitude, the City shall have no obligation to pay Employee under paragraph 7B(2) unless and until a judgment of acquittal is entered by the Court.

8. Notice and Consent:

Any written or other notice required by this Agreement shall be deemed delivered as follows:

A. As to the City, when delivered by personal service to the City Clerk at the City Hall during the regular business hours of the City, or by Certified or Registered mail to the City Clerk at the City Hall, said delivery to be verified by an executed Certified or Registered mail receipt, signed by the City Clerk or the City Clerk's designee.

B. As to Employee, by personal service to him or via Certified or Registered mail to him at the most recent mailing address set forth in the City's personnel records.

9. Miscellaneous:

A. The City Personnel Rules and Regulations as they now exist or as they may be later modified by the City shall apply to Employee except:

1. When inconsistent with this Agreement or the City Charter.

2. Section 12.09 Longevity Pay, Section 15 (Disciplinary Action/Termination) and 16 (Grievance Procedure), shall not apply to Employee.

B. The Mayor, or his designee, shall be the Commission Member with whom Employee shall coordinate contact between the City Commission and his office with respect to off duty time.

C. The Employee shall not be required to move into the City.

D. This Agreement shall be interpreted, construed and governed according to the laws of the State of Florida. In the event of litigation to enforce this Agreement, the

prevailing party shall be entitled a reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is entitled in accordance with applicable law.

E. No amendment or variation of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

F. The Employee's rights and obligations under this Agreement are personal and are not assignable; provided, however, in the event of Employee's death any accumulated but unused benefits to which an Employee's heirs and executors are entitled under the City Personnel Rules and Regulations shall inure to the benefits of Employee's heirs and executors to the same extent as all other City Employees. Severance payments under Paragraph 7(B)(2) shall not be applicable in the event of the Employee's death.

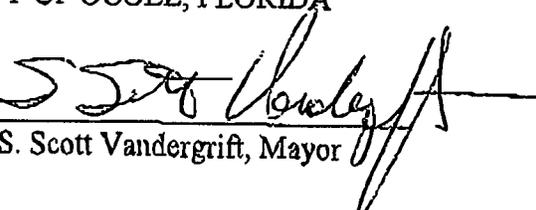
G. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

H. This Agreement supersedes any and all other understandings or agreements, whether written or oral, and constitutes the complete and full agreement between the parties, and may be modified only by the written agreement of Employee and the City Commission.

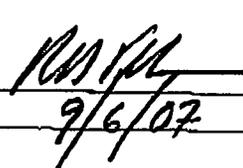
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

CITY OF OCOEE, FLORIDA

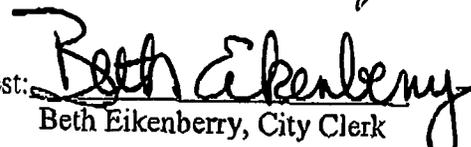
ROBERT D. FRANK, Employee

By: 

S. Scott Vandergrift, Mayor

Date: 

9/6/07

Attest: 

Beth Eikenberry, City Clerk

**FOR USE AND RELIANCE ONLY
BY THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this 4th day of September, 2007.**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON SEPTEMBER 4, 2007 UNDER
AGENDA ITEM NO. G(13)**

FOLEY & LARDNER LLP

By: Paul E. Rosenthal
Paul E. Rosenthal, City Attorney

1

CITY MANAGER EMPLOYMENT AGREEMENT

Introduction

This Agreement, made and entered into this 9th day of September, 2008, by and between the **City of Maitland** a Florida municipal corporation, (hereinafter called "Employer") and **James S. Williams**, (hereinafter called "Employee") an individual who has the education, training and experience in local government management, both of whom agree as follows:

Section 1: Term

The City Council of the City of Maitland may terminate Employee as provided in Section 4.02 of the City Charter. This City Manager Employment Agreement shall continue in effect unless terminated in accordance with such charter provision, or by operation of law or as otherwise set forth herein.

Section 2: Duties and Authority

Employer agrees to employ Employee as City Manager to perform the functions and duties specified in the City Charter and Code of Ordinances of Employer and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Employer agrees to pay Employee an annual base salary of \$140,000.00, payable in installments at the same time the other management employees of Employer are paid. Employer may increase the compensation of Employee dependent upon the results of an annual performance evaluation conducted by the City Council.

Section 4: Health, Disability and Life Insurance Benefits

Employer agrees to provide and to pay the premiums for the maximum benefits for health, and life insurances available to Employee as a management employee of Employer, consistent with Employer's approved benefits package.

Section 5: Personal Days and Sick Leave

Upon commencing employment, Employee shall be credited with one-hundred (100) hours of personal days to be used for vacation or personal leave and three-hundred twenty (320) hours of sick leave.

Employee shall accrue additional personal days at the maximum rate of five (5) weeks per year throughout the duration of this Agreement. Employee shall not use more than two (2) consecutive weeks of personal days during any year of his employment without the advance agreement of Employer to such use, or unless the result of an extenuating circumstance such as flight cancelation, sickness, weather delay, etcetera. Employee is entitled to accrue all unused personal days to a maximum of three hundred (300) hours in

accordance with the personnel policy manual of Employer as same may be amended by Employer from time to time.

Employee shall also accrue eighty (80) hours of sick leave per each year of employment in accordance with the personnel policy manual of Employer, including any accrual limits placed thereon, as same may be amended by Employer from time to time. Said sick leave is not compensable upon Employee's cessation of employment with Employer for any reason.

Section 6: Automobile

Employer shall reimburse Employee at the IRS standard mileage rate for any official business use of his personal vehicle. The current IRS standard mileage rate is 58.5¢ per mile but it is understood that this rate may go up or down as set by the IRS from time to time.

Section 7: Retirement

Employer shall contribute to an IRS 401(a) plan on behalf of Employee at the same percentage of salary that is contributed for other general employees of the City.

In addition to Employer's 401(a) contribution referenced above, Employer agrees to execute all necessary agreements or documents to allow Employee's participation or continuation in the Section 457 deferred compensation plan of Employee's choosing and, in addition to the base salary paid by Employer to Employee, Employer agrees to pay an amount equal to six percent (6%) of Employee's base salary, into the designated plan on Employee's behalf, in equal proportionate amount each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit. In lieu of making a contribution to a Section 457 deferred compensation plan, the dollar value of this contribution may be used, at Employee's option, to purchase previous service from another qualified plan.

Section 8: Professional Development, Dues and Subscriptions; Cell Phone

Employer agrees to budget for and to pay for Employee's professional license fees and continuing professional education classes required for the Employee to maintain his professional license.

Additionally, Employer agrees to budget for and to pay the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer, subject to the approval of the Employer and in accordance with City policies.

Employer also agrees to budget for and to pay for an e-mail capable cell phone, and an appropriate data enabled monthly wireless service plan. However, Employee agrees that said phone shall not be utilized as his primary source of communication during regular working hours.

Section 9: Civic Club Memberships

Employee is authorized to become a member of Maitland Rotary and one other civic club of Employee's choosing, for which Employer shall pay all reasonable dues (not including meal expenses), subject to and in accordance with City policies. Notwithstanding Section 6 of this Agreement, Employee shall not be reimbursed mileage to or from civic club meetings.

Section 10: No Reduction in Benefits

Employer shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of Employee, except in the case of such a reduction across the board for all department heads of Employer, and then only in the same proportion to those department heads.

Section 11: Parity in Benefits

Employee is entitled to any employment benefit which is now furnished to or is hereafter furnished to any City Department Head, not including items which are already covered by this Agreement.

Section 12: Termination

Any one of the following acts or events shall constitute termination of this Agreement and Employee's employment under it:

1. A vote of the City Council, pursuant to City Charter Section 4.02. The parties hereto understand that no cause is required for a Charter Section 4.02 termination.
2. Final action by Employer, citizens or the Florida Legislature to amend any provisions of the City Charter, ordinances or other legislation governing the role, powers, duties, authority or responsibilities of Employee's position that substantially changes the form of government of the City. Under such circumstances, Employee shall have the right to declare that such amendments constitute termination, and his doing so will constitute termination of this Agreement.
3. Employee's written declaration of termination following a request for his resignation by Employer or an offer of Employer to accept his resignation.

Section 13: Severance

Severance shall only be paid to Employee when employment is terminated as defined in Section 12. If Employee is terminated as defined in Section 12, Employer shall provide a minimum severance payment equal to six (6) months salary at the then current rate of pay. Employee shall accrue an additional month of severance for each year of completed employment with Employer, to a maximum of one year of severance (the "Severance Period").

As additional severance, Employee shall also be compensated for all accrued personal days up to the maximum of three hundred (300) hours.

For the Severance Period, Employer shall pay, as a lump sum, its normal Employer portion of Employee's health insurance for Employee and dependants, if any.

Notwithstanding any other provision of this Agreement to the contrary, if Employee is terminated during the first five (5) years of this Agreement, the total severance to be paid hereunder shall not exceed \$200,000.

Severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee. All required and applicable payroll deductions will be made from any such payment.

If Employee is terminated or separated from Employer for one or more of the following reasons, then Employer shall not be obligated to pay severance:

1. The commission by Employee of any embezzlement or other act of dishonesty toward the Employer;
2. The conviction, including by plea of no contest, of Employee for any felony;
3. Willful damaging of Employer's real or personal property;
4. Abuse of alcohol, narcotics or other controlled substances, including any conviction, including by plea of no contest, of Employee for operating a motor vehicle under the influence or for public intoxication;
5. Willfully causing physical injury to any other employee of Employer;
6. Determination by an independent third-party investigator appointed by Employer that Employee has committed sexual harassment of any other employee of Employer;
7. Any other act involving moral turpitude or that would tend to bring dishonor or embarrassment to Employer;
8. The death of Employee;
9. The physical or mental incapacity of Employee which renders him unable to perform his duties and which lasts for ninety (90) consecutive days.
10. Employee's decision to move from his current residence to somewhere other than within the City of Maitland without the approval of Employer.

Section 14: Resignation

In the event that Employee voluntarily resigns his position with Employer for reasons other than being requested to do so by Employer, Employee shall provide a minimum of

thirty (30) days notice unless the parties agree otherwise and shall not be entitled to any severance.

Section 15: Performance Evaluation

Employer shall annually review the performance of Employee subject to a process, form, criteria, and format for the evaluation which shall be determined by Employer.

Section 16: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed to establish an appropriate work schedule but must work a minimum of forty (40) hours per week unless on other approved leave.

Section 17: Outside Activities

The employment provided for by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may, upon the approval in advance of Employer, elect to accept teaching, consulting or other business opportunities with the understanding that such limited arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

Section 18: Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employer may choose, in its sole discretion, the appropriate attorney or firm to represent Employee as provided herein.

Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and settle any claim or suit covered by this indemnity obligation. If Employee is a named party to any such litigation or claim, he shall have the right to decline to settle the litigation or claim as to himself, but in such event Employer shall have the right to opt to no longer defend and/or indemnify Employee.

amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

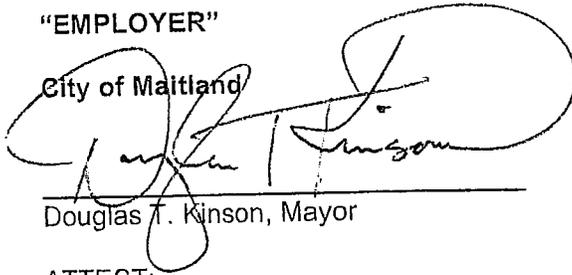
B. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on September 9, 2008.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

"EMPLOYER"

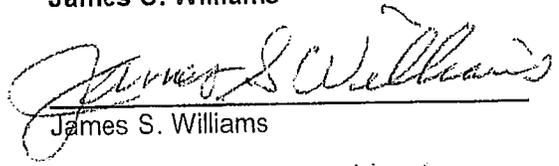
City of Maitland



Douglas T. Kinson, Mayor

"EMPLOYEE"

James S. Williams



James S. Williams

ATTEST:



Maria Waldrop, City Clerk

Camille Madhoo

From: Frank Gilbert
Sent: Thursday, July 12, 2012 4:12 PM
To: Elizabeth Medina; Camille Madhoo
Subject: FW: CM Agreement & e-mail address
Attachments: Jim Williams -City Manager 9-9-08.pdf

Frank

Frank M. Gilbert, SPHR, IPMA-CP
Asst. City Manager – Administrative Services
City of Winter Garden
300 - West Plant Street
Winter Garden, Florida 34787
407.656.4111 x2247
407.877.2795 Fax

<http://www.cwgdn.com>

From: Theresa Walker [<mailto:TWalker@itsmymaitland.com>]
Sent: Monday, July 09, 2012 5:26 PM
To: Frank Gilbert
Subject: CM Agreement & e-mail address

Hi Frank,

Here you go.

Michelle's e-mail is Mdelvalle@cityofwinterpark.org Michelle is the Assistant City Manager and she is over Human Resources.

Let me know if you have any questions.

Theresa

Theresa C. Walker

Personnel Manager
City of Maitland
1776 Independence Lane
Maitland, Florida 32751
tel: 407/539-6218
fax:407/539-6282
www.twalker@itsmymaitland.com



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City employees regarding City business are public records available to the public and media upon request. Your e-mail communications including your e-mail address may be subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

Between

THE CITY OF TAVARES AND JOHN H. DRURY

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT, is made and entered into this 22nd day of September, 2010, by and between the City of Tavares, Florida, a municipal corporation (hereinafter referred to as the "Employer"), and John H. Drury, (hereinafter referred to as "Employee").

WHEREAS, the Employer and Employee entered into an Employment Agreement on September 29, 2006, and

WHEREAS, the September 29, 2006 Employment Agreement was amended on September 19th, 2008;

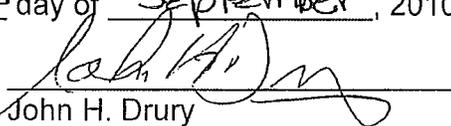
NOW, THEREFORE, the September 29, 2006 Employment Agreement, as amended, is hereby amended again, as follows:

1. Beginning October 1, 2010 the employee's annual salary shall be increased by \$10,000.00 annually, from \$132,600.00 to \$142,600.00.

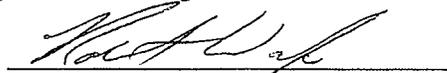
All other terms and conditions of the Employment Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Tavares has caused this Second Amendment to Employment Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Clerk, and the Employee has signed and executed this agreement, both in duplicate this 22nd day of September, 2010.

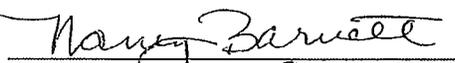
EMPLOYEE:


John H. Drury

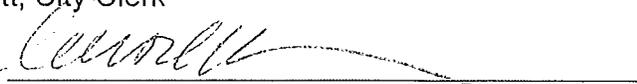
CITY OF TAVARES, FLORIDA:


Robert Wolfe, Mayor

ATTEST:


Nancy Barnett, City Clerk

Approved as to form:


Robert Q. Williams, City Attorney

AMENDMENT TO EMPLOYMENT AGREEMENT

Between

THE CITY OF TAVARES, FLORIDA AND JOHN H. DRURY

WHEREAS the City entered into an Employment Agreement on September 29, 2006 and

WHEREAS the Employment Agreement calls for an annual salary review

NOWTHEREFORE said Employment Agreement is hereby amended as follows:

1. Beginning October 1, 2008 the Employee's (John H. Drury) existing annual salary of \$125,000.00 shall be upwardly increased by a 2% COLA plus that merit increase percentage afforded to all other high performing city employees.
2. Section 6 paragraph E of said Employment agreement shall be amended by deleting the words "the Employer shall match Employee's private pension contribution, if any, up to a maximum of Five percent (5%) of employee's annual salary into a pension fund selected by employee that is not in conflict with FRS rules" and replacing it with the following words: "the Employer shall contribute ten percent (10%) of employee's annual salary into a retirement fund selected by employee that is not in conflict with FRS rules".
3. Section 9 of said Employment Agreement shall be deleted in its entirety and a new section 9 Titled "Annual Leave" shall be inserted with the following language: " Employee shall receive on October 1 of every year ten (10) weeks of annual leave to be used for vacation, sick, personal or executive leave hereinafter referred to as "Annual Leave Account". On September 30 of every year Employer shall pay out employee for the unused annual leave that remains in the Annual Leave Account at 100% of its value based on the employees then annual salary at which time the Annual Leave Account shall be zeroed out. In the event Employee separates from City employment at any time between October 1 and September 30 for any reason other than a "for cause" termination, Employee's Annual Leave Account shall be prorated as of his separation date and paid to Employee. Currently employee has ten (10) weeks of unused sick, vacation, personal and executive leave in his leave account. This shall be paid out at 100% of its value on September 30, 2008 based on employee's then salary of \$125,000.00."

All other Terms and conditions of said Employment Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City of Tavares has caused this Amendment to Employment Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, this 19th day of September, 2008.

EMPLOYEE:

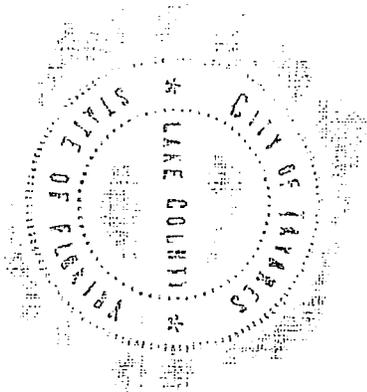
John H. Drury
John H. Drury

CITY OF TAVARES, FLORIDA

Nancy Glatts
Nancy Glatts, Mayor Tavares City Council

ATTEST:

Nancy Barnett
Nancy Barnett, City Clerk



EMPLOYMENT AGREEMENT

between

THE CITY OF TAVARES, FLORIDA and JOHN H. DRURY

THIS AGREEMENT, made and entered into this 29th day of September, 2006, by and between the City of Tavares, Florida, a municipal corporation (hereinafter referred to as the "Employer"), and John H. Drury, (hereinafter referred to as the "Employee").

RECITALS

1. The Employer desires to employ the services of John H. Drury as City Administrator of the City of Tavares as provided by the City of Tavares Charter.

2. It is the desire of the City Council, hereinafter called "Council", to provide certain benefits, establish certain conditions of employment, and set working conditions of the Employee.

3. It is the desire of the Council to (1) secure and retain the services of the Employee and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) to provide a just means for terminating the Employee's services at such time as he may be unable fully to discharge his duties or when the Employer may otherwise desire to terminate his employment.

4. The Employee desires to accept employment as the City Administrator of said City of Tavares;

Received Time Sep. 29. 3:22PM

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the parties agree as follows:

Section 1. DUTIES.

The Employer hereby agrees to employ John H. Drury as the City Administrator of the City of Tavares to perform the functions and duties specified in the Charter of the City of Tavares and to perform such other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2. TERM.

A. The term of this employment agreement shall begin November 6, 2006, or at such earlier time as Employee may be available, and shall be for an indefinite term, subject only to the provisions of Section 4. The Employee shall neither accept other employment nor become employed by any other employer until the termination of this agreement as hereinafter provided.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 4, Paragraphs A and B of this agreement.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provisions set forth in Section 4, Paragraph C of this agreement.

Section 3. SUSPENSION.

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement, but only if:

- (1) a majority of Council and Employee agree, or

(2) following a public hearing, a majority of Council votes to suspend Employee for just cause; provided, however, that Employee shall have been given written notice setting forth any charges at least ten days prior to such hearing by the Council members bringing such charges.

Section 4. TERMINATION AND SEVERANCE PAY.

A. In the event Employee is terminated by the Council during the first year of this agreement, without cause, then and in that event Employer agrees to pay employee a lump sum cash payment equal to six (6) months aggregate salary. After the first full year of employment, the Employee shall accrue one (1) additional month of severance pay benefit, and for each full year of employment thereafter, the Employee shall accrue an additional one (1) month of severance benefit up to a maximum severance benefit of twelve (12) months. The payment of the severance pay set forth in this section by the Employer shall discharge the Employer from any and all other obligations under this agreement.

B. For Cause Termination. Notwithstanding any provision to the contrary, the Employee may be terminated at any time for cause by a majority of the entire City Council. For purposes of this agreement, "cause" shall include, but not be limited to, gross incompetence, malfeasance or misfeasance; habitual drunkenness or drug dependency; the commission of any felony or other crime involving dishonesty, false statement, or moral turpitude; or mental incompetency. In the event the Employee is terminated for cause, the Employer shall have no obligation to pay severance pay to the Employee, and the Employee shall be entitled only to his accrued benefits under the Employer's personnel policy.

C. In the event Employer at any time during the term of this agreement

reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a formal resolution or other formal request by the Council that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated," and be subject to the severance pay provisions of this Section 4-A.

D. In the event the Employee voluntarily resigns his position with the Employer, then Employee shall give Employer sixty (60) days' notice in advance unless the parties otherwise agree. No severance pay shall be payable to the Employee upon voluntary resignation.

Section 5. DISABILITY.

If the Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, the Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 4, Paragraph A. In such event, Employee shall be compensated for any accrued benefits, per City policy.

Section 6. SALARY.

A. Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$110,000.00 payable in installments at the same time as other employees of the Employer are paid. In addition, Employer agrees to increase said

base salary and/or other benefits of Employee in such amounts and to such extent as they may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other employees generally.

B. The Council shall review and evaluate the performance of the Employee after six (6) months and at least once annually thereafter in advance of the adoption of the annual operating budget. The review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee within three (3) months from the date of this Agreement. The criteria may be added to or deleted from as the Council may from time to time determine in consultation with the Employee.

C. At least annually, the Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, which goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.

D. In effecting the provisions of this Section, the Council and Employee mutually agree to abide by the provisions of applicable law.

E. The Employee, as an employee of the City, shall be a member of the Florida State Retirement System (FRS), and the Employer shall make all pension contributions required thereby with Employee being classified as "Senior Manager." In addition, as an additional benefit, the Employer shall also match Employee's private pension contribution, if any, up to a maximum of five percent (5%) of Employee's annual

salary into a private pension fund selected by employee that is not in conflict with FRS rules.

Section 7. HOURS OF WORK.

The Employee shall work full-time, and he shall work sufficient hours necessary to fully perform his duties and responsibility. The Employee shall be required to be readily available at City Hall for all job requirements as set forth herein.

Section 8. RELOCATION EXPENSES.

- A. The City Administrator agrees to establish residency within the corporate limits of the City throughout the term of this Agreement.
- B. The Employer agrees to reimburse the Employee for his actual expenses not to exceed \$13,500.00 associated with the relocation of himself and his spouse to Tavares. Reimbursable expenses shall include the reasonable cost of temporary lodging; transportation and lodging expenses of himself and his spouse in moving to Tavares; moving family vehicles to Tavares; moving furniture and reasonable household goods to Tavares; and no more than two (2) trips to search for housing in Tavares.
- C. The Employer shall pay the Employee an interim housing supplement of \$1,200 per month for a period commencing on November 6, 2006, and continuing for six (6) months or until his home in Hyde Park , Vermont is sold, whichever occurs first. Employee may apply to the City Council for an extension of this benefit if his Hyde Park , Vermont home has not sold within six (6) months.
- D. Should the Employee resign within two (2) years of his employment with the City to retire or accept a position elsewhere, he will return to the City any

expenses it has paid to assist with his relocation. Reimbursement to the City of relocation expenses is not required if the Employee should die within the first two years or resign within such time due to disability.

Section 9. AUTOMOBILE.

Employer agrees to provide Employee with an automobile for his exclusive use for City business.

Section 9. VACATION AND SICK LEAVE

Employee shall accrue annual vacation time at the highest rate provided to City employees (currently 13.2 hours/month). In addition, as an additional benefit, Employee shall be entitled to five (5) days per year of executive leave beginning on the first day of employment.

Section 10. HEALTH AND LIFE INSURANCE.

Employer agrees to provide its group hospitalization, surgical and comprehensive medical and dental insurance plan, together with the attendant life insurance benefits, for Employee, and to pay the premiums thereon. Dependent coverage is available to the Employee on the same terms as other general employees of Employer. Insurance coverage shall begin on the Employee's first day of employment.

Section 11. DUES AND SUBSCRIPTIONS.

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in the International City Management Association, the Florida City/County Management Association, and in such other national, regional, state and local associations and organizations, as approved by Council, that are necessary and desirable for the continued

professional participation, growth and advancement of the Employee, and for the good of the Employer.

Section 12. PROFESSIONAL DEVELOPMENT and TECHNOLOGY.

A. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel to the Annual Conference of the Florida League of Cities, and, if approved by Council, to the Annual Conference of the International City Management Association and such other conferences and seminars reasonable and necessary for the professional development of the Employee.

B. Employer shall furnish Employee with all technology reasonable required to adequately perform his duties and remain in contact with the City Council and City Staff. Such technology shall include, but shall not be limited to, computer, cell phone, PDA, and/or wireless computer devices.

Section 13. GENERAL EXPENSES.

Employer recognizes that certain expenses of a nonpersonal and job-affiliated nature are incurred by Employee and hereby agrees to reimburse or to pay said general expenses. The Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Section 14. INDEMNIFICATION.

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of the

performance of employee's duties as City Administrator. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 15. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 16. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Council, in consultation with the City Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter or any other law.

Section 17. NOTICES.

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Services, postage pre-paid, addressed as follows:

(1) EMPLOYER - City of Tavares, 201 E. Main Street, Tavares, Florida 32778.

(2) EMPLOYEE – John H. Drury, 201 E. Main Street, Tavares, Florida 32778.

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18. GENERAL PROVISIONS.

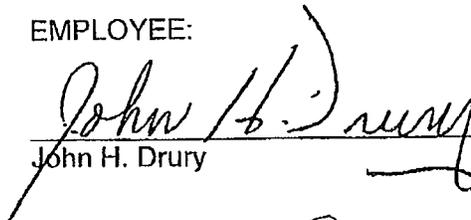
A. The text herein shall constitute the entire agreement between the parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and the executors of the Employee.

C. If any provision or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable and shall remain in full force and effect.

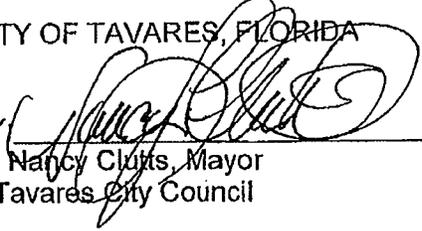
IN WITNESS WHEREOF, the City of Tavares has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

EMPLOYEE:



John H. Drury

CITY OF TAVARES, FLORIDA

BY 

Nancy Clatts, Mayor
Tavares City Council

ATTEST:

Nancy Barnett, City Clerk



Robert L. Williams,
City Attorney

From: Frank Gilbert [mailto:fgilbert@cwgdn.com]

Sent: Wednesday, July 11, 2012 11:59 AM

To: 'becky.efkovics@Titusville.com'; 'dintelman@casselberry.org'; 'Crogers@cityofnsb.com'; 'Carol.Janik@leesburgflorida.gov'; Crissy Bublitz; 'aingram@ci.winter-park.fl.us'; 'dmcdonald@ci.ocoe.fl.us'; 'mjones@clermontfl.org'; 'sthornton@apopka.net'; 'mrushing@apopka.net'; 'jtate@lakemaryfl.com'; 'SPOOL@kissimmee.org'; 'CBurgess@deltonafl.gov'; 'Crogers@cityofnsb.com'; 'JordanA@ci.mount-dora.fl.us'; 'tiaoneal@ladylake.org'; 'twalker@itsmymaitland.com'; 'rlovejoy@stcloud.org'; 'ccaldarelli@cityofoviedo.net'; 'djackson@longwoodfl.org'; 'isaacsa@ci.eustis.fl.us'

Cc: Elizabeth Medina

Subject: City Manager Contract

Good Morning All:

I am seeking a copy of the most recent city manager contract you have available. Please include the following:

1. Copy of Contract (electronic preferred, but, fax will work)
2. Actual current salary
3. City Manager's date of hire
4. Is a city vehicle provided for business and/or personal use
5. Is there any other benefit that the City Manager receives that is not included in the contract (additional deferred comp, comp time, additional vacation, etc?)

I know this is a big favor, but, I need this by Friday noon if at all possible. If not, please, let me know when it would be available. In return, I will scan the contracts and forward to anyone who would like copies of certain ones or all of them. A BIG thank you in advance for your assistance.

Frank

Frank M. Gilbert, SPHR, IPMA-CP
Asst. City Manager – Administrative Services
City of Winter Garden
300 - West Plant Street
Winter Garden, Florida 34787
407.656.4111 x2247
407.877.2795 Fax

<http://www.cwgdn.com>

Camille Madhoo

From: Frank Gilbert
Sent: Thursday, July 12, 2012 5:14 PM
To: Elizabeth Medina; Camille Madhoo
Subject: FW: City Manager Contract
Attachments: 20120711160221031.pdf

Frank

Frank M. Gilbert, SPHR, IPMA-CP
Asst. City Manager – Administrative Services
City of Winter Garden
300 - West Plant Street
Winter Garden, Florida 34787
407.656.4111 x2247
407.877.2795 Fax

<http://www.cwgdn.com>

From: Crissy Bublitz [<mailto:cbublitz@tavares.org>]
Sent: Wednesday, July 11, 2012 4:19 PM
To: Frank Gilbert
Subject: RE: City Manager Contract

1. See attached
2. \$146,878
3. 11/6/2006
4. Yes, both
5. No, everything is included in the contract or amendments.

Thanks,

Crissy Bublitz
Human Resources Specialist
City of Tavares
352-742-6211 phone
352-742-6351 fax
cbublitz@tavares.org



America's Soapflano City™

**LAKE MARY CITY MANAGER
EMPLOYMENT AGREEMENT**

This Agreement is made and entered into on the 8 day of September, 2011, by and between the CITY OF LAKE MARY, a municipality and political subdivision of the State of Florida, by and through its City Commission, hereinafter referred to as "City", and JACQUELINE B. SOVA, hereinafter referred to as "City Manager", both of whom constitute the "Parties" hereto.

WITNESSETH:

WHEREAS, the City is desirous of obtaining the employment of Jacqueline B. Sova as its City Manager on the terms and conditions, and with the compensation and benefits, as are set forth further in this Employment Agreement; and

WHEREAS, Jacqueline B. Sova has indicated her willingness to accept the responsibilities and render specific performance to the City as City Manager; and

WHEREAS, both Parties understand that it is mutually beneficial to have an agreement of employment between the City and the City Manager setting forth agreements and understandings which: (1) provide the inducement for Jacqueline B. Sova to accept the job of City Manager, (2) make possible full work productivity by assuring Jacqueline B. Sova's morale and peace of mind with respect to future security, and (3) provide a just means for terminating the City Manager's services at such time as the City may desire to terminate her employment.

NOW, THEREFORE, in consideration of the mutual covenants and promises which the Parties set forth below, the City and the City Manager agree as follows:

1. **EMPLOYMENT OF CITY MANAGER.** The City hereby employs Jacqueline B. Sova as its City Manager and Jacqueline B. Sova hereby accepts such employment upon the terms and conditions as set forth herein.
2. **TERM OF AGREEMENT.** The term of the City Manager's employment is indefinite subject to the conditions herein.
3. **EFFECTIVE DATE.** The effective date shall be January 2, 2012.
4. **DUTIES.** The City Manager will perform all duties normal and customary for the position of a City Manager, plus all duties imposed on her by the City's Charter, applicable laws, ordinances, regulations, policies of the City Commission, and all other proper and legally permissible duties as she may be directed to perform by the City Commission. The City Manager agrees to perform the functions of her office in a loyal, efficient, competent and professional manner at all times.

5. COMPENSATION.

- a. Beginning January 2, 2012, the City Manager shall receive an annual salary of \$143,000.00 ("Base Salary") which shall be paid in equal installments as may be determined by the City from time to time. This base salary shall be subject to annual increases at a time applicable to exempt employees and in an amount as determined by the City Commission each year.
- b. At the City Manager's option, her annual performance merit pay may be:
 - i. Added to her base salary.
 - ii. Accepted in a lump sum on the same date as would be applicable to exempt employees; or
 - iii. Apportioned, with a portion of her increase applied to her base salary and the remainder either in a lump sum or contributed to her deferred compensation account.
- c. Should the City Manager accept the merit award, or any part thereof, in a lump sum; or should she contribute the merit award, or part thereof, to a deferred compensation plan; then for the purposes of future merit calculations, state or other retirement fund compensation, as defined herein, and deferred compensation calculations, the amount of the merit award not added to her base salary shall be immediately added to her base salary in the subsequent years for calculation purposes to determine her annual performance merit award, state or other retirement fund compensation, as defined herein, and deferred compensation.
- d. The City will contribute on a monthly basis to the City's deferred compensation plan(s), for so long as the City Manager is employed by the City, a sum equal to ten percent (10%) of the City Manager's base salary, not to exceed the maximum allowable by law.
 - i. These contributions will be made in equal installments based on the City Manager's salary, as calculated above, at the time of each regular pay period for the general employees of the City.
 - ii. Such contributions will be made into such tax deferred compensation plan(s) or such other comparable plans or accounts as the City Manager may direct.

- iii. In the future, the City and the City Manager may agree to a sum equal to the maximum amount determined and designated by the Internal Revenue Service from time to time as the maximum deferred compensation rate for persons over fifty (50) years of age.
 - e. The City Manager's compensation shall include a car allowance in accordance with the city travel policy. The current policy provides for a monthly car allowance of \$400.00.
 - f. The City Manager shall be provided a cellular phone at the City's expense.
6. **BENEFITS.** Except as hereinafter provided, the City Manager will receive immediately upon employment as the City Manager the same benefits as all other City employees, including but not limited to the medical/health insurance plans, long-term disability plan, dental plan, hospitalization plan, life insurance, Workers' Compensation, General Employee's Pension and all other benefits available to the fulltime employees of the City or based on the City Manager's tenure and accumulated service to the City, whichever benefit is greater.
- a. All paid leave not taken, including such leave as may be accumulated and not taken as of the date of this Agreement, may continue to be accumulated by the City Manager, and the City shall pay the City Manager for such accumulated paid leave upon expiration or termination of this Agreement.
 - b. The City Manager's accruals including vacation, sick, personal and administrative leave time will be managed in accordance with City policy. Vacation may be accrued to a maximum of 400 hours. If at the end of any fiscal year, the vacation accrual exceeds the maximum, the City Manager may be paid for the excess accrued hours.
 - c. Upon separation of employment from the City other than by retirement or as otherwise prescribed herein, the City Manager shall have the opportunity to obtain all medical/health insurance, dental plans, hospitalization, life insurance, and any other benefit plans available to the all employees of the City in accordance with COBRA regulations or in accordance with the City Retiree Health Insurance Policy at the City Manager's expense.
7. **TERMINATION OF EMPLOYMENT.** This Agreement may be terminated prior to its expiration as follows:

- a. In this Agreement, "Cause" is defined to mean a conviction of a felony; an intentional act of felonious embezzlement or theft from the City that occurs in the course of the City Manager's employment with the City; continued willful failure to substantially perform her duties as City Manager (other than as a result of incapacity due to physical or mental illness); or willful conduct that is determined to be materially injurious to the City by the City Commission. For purposes of this Agreement, an act, or failure to act, shall not be deemed willful or intentional, as those terms are utilized herein, unless it is done, or omitted to be done, by the City Manager in bad faith or without a reasonable belief that her action or omission was in the best interest of the City. Failure to meet performance expectations does not constitute "Cause".
- b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the employment of the City Manager without cause at any time, subject to the Severance Pay provisions as set forth in this Agreement. The City Commission may only terminate this Agreement in the manner prescribed by the City Charter. The City and City Manager may enter into an agreement for termination without cause provided the City Manager is given three months written notice.
- c. The City Manager may terminate this Agreement at any time, but only after providing written notice to the City of her intent to terminate, and such notice shall be delivered to the City Commission not less than sixty (60) days before the proposed date of termination.
- d. In the event that the City Manager is charged, by indictment or information, with a felony crime, the City, at its sole discretion, may suspend the City Manager from her duties with pay.
- e. This Agreement may be terminated by the City Commission for cause. "Cause" is defined in Section 7. a. above. If terminated for cause, City Manager shall not be entitled to severance pay.

8. SEVERANCE PAY.

- a. In the event employment is terminated under Section 7.b. without cause, the City agrees to pay the City Manager as follows:
 - i. All retirement benefits and deferred compensation plan remain the property of the City Manager.
 - ii. The City pays one hundred percent (100%) of any paid leave time accrued by the City Manager, all retirement benefits to

the extent controlled by the City, and other accrued benefits due the City Manager under the terms of this Agreement.

- iii. The City will pay the cost of health insurance and dental insurance for the City Manager for eighteen (18) months after separation from the City, which may be under the plans offered by the City, or such other plan(s) as may be needed to fulfill the obligations of this paragraph. Such plans shall be equal to those offered by the City to full-time employees. The City Manager shall select and identify which type plan she shall choose for coverage. The City's obligation under this paragraph shall conclude not later than eighteen (18) months after separation or the time at which the City Manager becomes covered by replacement insurance, whichever is sooner.
 - iv. The City shall pay severance, inclusive of all forms of compensation, within fifteen (15) days from receipt of a written request from the City Manager, in one final lump sum payment or in structured installment payments, at the City Manager's discretion. The number of installments will not extend for more than twelve (12) months from the commencement of such installments. The City Manager will determine the commencement date of such installment payments, if any.
 - v. The City will pay the equivalent of twenty weeks compensation, plus the amounts set forth in subsections (i) through (iv) of Paragraph 8.a.
 - vi. Upon payment as above in Paragraph 8.a.(i-v),, the City Manager agrees to execute a "Separation Agreement" holding the City harmless, releasing the City from all liability relative to the termination of employment, and accepting the payments in full satisfaction of the City's obligations under this Agreement.
- b. If this Agreement is terminated for "Cause" as defined in Paragraph 7.a., the City will have no obligation to pay Severance Salary as set forth in Paragraph 8.a.(i-v). However:
- i. The City will pay one hundred percent (100%) of accrued vacation, not to exceed the total accrual, and accrued sick time not to exceed 400 hours, plus all retirement benefits and other accrued benefits as are due to the City Manager under the terms of this Agreement.

- ii. All retirement benefits and deferred compensation plan(s) shall remain the property of the City Manager.
 - c. If a court should determine that the City Commission did not properly terminate City Manager for cause, the parties agree that such termination shall be deemed a termination without cause, and the provisions of 8(a) will apply.
 - d. Severance Salary Pay will not be paid if the City Manager voluntarily resigns or retires from employment. The City Manager shall give the City sixty (60) days written notice before voluntary termination or retirement. In those circumstances:
 - i. The City will pay one hundred percent (100%) of accrued vacation, not to exceed the total accrual, and accrued sick time not to exceed 400 hours, plus all retirement benefits and other accrued benefits as are due to the City Manager under the terms of this Agreement.
 - ii. City Manager will be entitled to all retirement benefits and deferred compensation plans which remain the property of the City Manager.
 - iii. In the event of voluntary resignation or retirement, the City Manager shall be eligible for all such City programs as are available to other retirees of the City.
- 9. **PERFORMANCE EVALUATION.** The City, acting through the City Commission, may annually review and evaluate the performance of the City Manager. The review and evaluation criteria will be based upon the then-established City performance review criteria for the City Manager.
- 10. **PROFESSIONAL ASSOCIATIONS AND DEVELOPMENT.**
 - a. The City agrees to budget and pay for ordinary professional dues and subscriptions of the City Manager which are necessary for her participation in national, regional, state and local associations, and organizations necessary and desirable for her continued professional participation, growth and advancement.
 - b. The City agrees to budget and pay for travel expenses of the City Manager pursuant to City policy, as it may be amended from time to time, while on authorized City business or while attending functions as the representative of or on behalf of the City.

- c. The City agrees to budget and pay for travel and living expenses of the City Manager for short courses, institutes, and seminars that are necessary for her professional development and for the benefit of the City, consistent with then-current City policy governing such travel expenses.
11. **INDEMNIFICATION.** The City shall defend, hold harmless and indemnify the City Manager against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising from any act, either alleged or real, or omission to act which may occur within the scope of the City Manager's employment and performance as City Manager, to the extent allowed by law. The City may compromise and settle any claim or suit and pay the amount of any settlement or judgment rendered thereon, together with attorneys' fees associated therewith. This covenant shall not apply to awards of punitive damages, except where said awards are based on acts arising out of the good faith performance of City Manager's duties.
 12. **BONDING.** The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.
 13. **NO REDUCTION OF BENEFITS.** The City shall not, at any time during the term of this Agreement, reduce the salary, compensation, or other financial benefits of the City Manager, except to the degree of such an across-the-board reduction applies to all other employees of the city. At no time shall the City Manager's retirement plan, deferred compensation benefits, or accrued leave or compensatory time be reduced.
 14. **SEVERABILITY.** All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.
 15. **COMPLETE AGREEMENT IN WRITTEN DOCUMENT.** This written Agreement embodies the whole Agreement between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either the City or the City Manager other than contained herein. This Agreement shall inure to the benefit of the estate of the City Manager.
 16. **MODIFICATION AND AMENDMENT.** Except as otherwise provided herein, this Agreement may not be modified or waived unless in writing and duly executed by both Parties to this Agreement, and any amendments hereto or waiver of material requirements herein shall be binding against the City only if expressly approved by the City Commission with the same formality as the adoption of this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature. Lake Mary, through its City Commission, authorized the City to execute this Agreement on the 8 day of September, 2016.

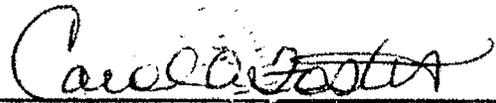
THE CITY OF LAKE MARY, FLORIDA

For the Commission,

By: 
David J. Meador, Mayor

Date: 9-8-11

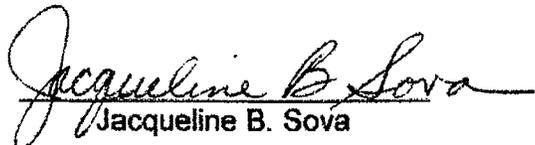
ATTEST:


Carol A. Foster, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**


Catherine D. Reischmann, City Attorney

CITY MANAGER (effective 1/2/12)

By: 
Jacqueline B. Sova

Date: 9-8-11

Camille Madhoo

From: Frank Gilbert
Sent: Thursday, July 12, 2012 1:03 PM
To: Elizabeth Medina; Camille Madhoo
Subject: FW: City Manager
Attachments: image.pdf

Frank

Frank M. Gilbert, SPHR, IPMA-CP
Asst. City Manager – Administrative Services
City of Winter Garden
300 - West Plant Street
Winter Garden, Florida 34787
407.656.4111 x2247
407.877.2795 Fax

<http://www.cwgdn.com>

From: Jennifer Tate [<mailto:jtate@lakemaryfl.com>]
Sent: Thursday, July 12, 2012 10:44 AM
To: Frank Gilbert
Subject: City Manager

Hi Frank,

Attached is a copy of our new City Managers employment Agreement.

Current Salary - \$143,000.00
Hired as City Manager on 01/02/2012
She does not get a city vehicle, but has a car allowance of \$4,800 annually

Hope this helps

Jennifer Tate
Human Resources Specialist
City of Lake Mary
407-585-1445
407-585-1464 - FAX
www.lakemaryfl.com
jtate@lakemaryfl.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and Media upon request. Your e-mail communications may be subject to public disclosure.

Good Morning All:

I am seeking a copy of the most recent city manager contract you have available. Please include the following:

1. Copy of Contract (electronic preferred, but, fax will work)
2. Actual current salary
3. City Manager's date of hire
4. Is a city vehicle provided for business and/or personal use
5. Is there any other benefit that the City Manager receives that is not included in the contract (additional deferred comp, comp time, additional vacation, etc?)

I know this is a big favor, but, I need this by Friday noon if at all possible. If not, please, let me know when it would be available. In return, I will scan the contracts and forward to anyone who would like copies of certain ones or all of them. A BIG thank you in advance for your assistance.