



# AGENDA

September 12, 2025  
5:05pm

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**Board of Supervisors Meeting**  
**Agenda**  
**September 12, 2025**  
**5:05 p.m.**

- 1. CALL TO ORDER**
- 2. OPENING INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENT PERIOD**
- 5. CONSENT AGENDA**
  - 5.1** August 22, 2025 Meeting Minutes
- 6. REPORTS**
  - 6.1** Management Report
- 7. GENERAL BUSINESS**
  - 7.1** Approve award of Contract #C006830 for landscape maintenance of canals, levees, and water control structures throughout the District to Superior Landscaping & Lawn Service, Inc. and authorizing the District Administrator to execute the contract not to exceed \$800,000
- 8. PUBLIC HEARING**
  - **FY 2026 Tentative Millage & Tentative Budget Presentation**
  - 8.1 Approving Tentative Millage Rate - Resolution No. 675**, A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING THE TENTATIVE MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE
  - 8.2 Approving Tentative Budget - Resolution No. 676**, A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A TENTATIVE BUDGET FOR FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE

- **FY 2026 Tentative Utility Budget and Rate Presentation**

**8.3 Approving Tentative Utility Budget - Resolution NO. 677, A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A TENTATIVE UTILITY BUDGET FOR FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE**

**9. OTHER BUSINESS**

**10. ADJOURN**

APPEALS: All persons are advised that, should they decide to appeal any decision made at a Board of Supervisors hearing, they will need a verbatim transcript of the record of the proceedings. It is the responsibility of every party-in-interest to arrange for a transcript of the proceedings, which must include the verbatim testimony and evidence upon which the appeal is made.

AMERICANS WITH DISABILITIES ACT: The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with disabilities who wishes to attend or participate in public meetings. Anyone with a disability who requires a reasonable accommodation should contact the Clerk of the Board, by telephone at (407) 934-7480 or via email ([DistrictClerk@oversightdistrict.org](mailto:DistrictClerk@oversightdistrict.org)), no less than one business day (i.e. Monday through Friday, excluding legal holidays) in advance of the applicable meeting to ensure that the District has sufficient time to accommodate the request.



# **Central Florida Tourism Oversight District**

## **Board of Supervisors Meeting**

### **REGULAR MEETING MINUTES**

August 22, 2025

On Friday, August 22, 2025, the Central Florida Tourism Oversight District Board of Supervisors met in regular session at the Administration Office of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. The meeting was posted in accordance with Florida Statutes, and a quorum was present.

#### **Board of Supervisors Present:**

Chair Alexis Yarbrough

Supervisor Brian Aungst Jr.

Supervisor John Gilbert

Supervisor Scott Workman

#### **Board of Supervisors via Virtual:**

Supervisor Bridget Ziegler

#### **CFTOD Staff:**

District Administrator S.C. Kopelousos

Deputy District Administrator Mike Crikis

Chief Strategic Officer Chad Colby

Chief Financial Officer Susan Higginbotham

Fire Chief Eric Ferrari

District Attorney Roy Payne

District Clerk Alycia Mills

Security and Emergency Management Coordinator Holly Hagans

Director of Human Resources Michele Dicus

Internal Risk Manager Eddie Fernandez

Contracting Officer Tiffany Kimball

Chief Information Officer Yenni Hernandez

Assistant Chief – Operations Roger Smith

Reedy Creek Energy Services Director Chris Ferraro

Director of Construction Management Craig Sandt

Director of Facilities Douglas Henley

Director of Building and Safety Ella Hickey

Chief of Public Works Jason Herrick

Director of Environmental Sciences Wendy Duncan

Director of Utility Business Affairs Jennifer Albritton

Director of Planning and Engineering Katherine Luetzow

## **1. Call to Order**

Chair Yarbrough of the Central Florida Tourism Oversight District Board of Supervisors called the regular meeting at 10:30 a.m. at the Administration Office of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

## **2. Opening Invocation**

An opening Invocation by Fire Chaplain Rick Spencer

## **3. Pledge of Allegiance**

Pledge of Allegiance was led by Deputy District Administrator Mike Crikis

## **4. PUBLIC COMMENT**

There were no requests for public comment, and no public comment was made at this meeting.

## **5. CONSENT AGENDA**

There were no changes or objections to the consent agenda.

Supervisor Aungst moved to approve the Consent Agenda, which was seconded by Supervisor Gilbert. There was no discussion among the Supervisors, and the Consent Agenda was approved by a unanimous vote.

## **6. REPORTS**

### **6.1 Management Report**

The District Administrator complimented the team regarding the successful District Benefit Fair, announced John Addy as the District's new Parking Operations Manager and closed with acknowledging the Fishery Management Program, under the direction of Wendy Duncan.

## **7. GENERAL BUSINESS**

### **7.1 Fourth Amendment to the Labor Services Agreement with an Operational Services Fee of \$39,497,281 and an Operational Services Fee Cap of \$40,997,281**

Reedy Creek Energy Services Director Chris Ferraro presented background information on Item 7.1 and recommended Board approval of FY26 annual adjustment of the energy services Operational Services in the utilities system RCES will provide.

Terry Boveri from Raftelis provided an analysis to support the fees being proposed to the Board.

**Chair Yarbrough acknowledged Ms. Ferraro and her team for the hard work and attention to detail in bringing this item to the Board. There was no other Board**

**discussion. Upon motion by Supervisor Aungst, seconded by Supervisor Workman, the Board unanimously approved Item 7.1.**

**7.2 Increasing the budget for the Live Front to Dead Front Switch Replacement - Phase 3 project from \$2,200,000 to \$3,600,000; execute Contract #C006826 with The Fishel Company for construction services in the amount of \$1,793,147 plus 10% contingency for a total amount of \$1,972,461; approving an allowance of \$1,000,000 for the procurement of owner furnished materials; and approving an additional allowance not-to-exceed \$250,000 for RCES construction phase design/support services fees**

Reedy Creek Energy Services Director Chris Ferraro presented information and background on Item 7.2 and recommended Board approval of contract #C006826 with Fishel Company for construction services, allowance for the owner furnished materials and construction phase design/support service fees.

**There was no Board discussion. Upon motion by Supervisor Aungst, seconded by Supervisor Gilbert, the Board unanimously approved Item 7.2.**

**7.3 Approval to execute a change order to Contract #C006110 with Southland Construction, Inc. for construction services in the amount of \$2,256,676 plus 10% contingency for a total amount of \$2,482,344; authorizing the District Administrator to execute a change order to Contract #C006106 with Consor Engineers, LLC for construction and engineering inspection services in the amount of \$174,653 plus 10% contingency for a total amount of \$192,118,10; and approving an allowance for RCES design/support services fees not-to-exceed \$62,000**

Director of Construction Management Craig Sandt presented information on Item 7.3 and recommended Board approval of a change order to Contract #C006110 with Southland Construction for construction services and Contract #C006106 with Consor Engineers, LLC for construction and engineering inspection services; and approval of allowance for RCES design/support services.

**There was no Board discussion. Upon motion by Supervisor Aungst, seconded by Supervisor Workman, the Board unanimously approved Item 7.3.**

**7.4 Purchase of two Freightliner Road Rescue UltraMedic medium duty ambulances from Matheny Motor Truck Co. Inc. and authorize the District Administrator to execute the purchase documents in the amount of \$948,804**

Fire Chief Eric Ferrari, presented information and background on Item 7.4 and recommended Board approval to purchase two Freightliner Road Rescue UltraMedic medium duty ambulances from Matheny Motor Truck Co. Inc Contract #C006909

**There was no Board discussion. Upon motion by Supervisor Aungst, seconded by Supervisor Gilbert, the Board unanimously approved Item 7.4.**

**7.5 Budget Workshop – Utilities FY26**

Reedy Creek Energy Services Director Chris Ferraro presented the Fiscal Year 2026 utility budget costs, a Fiscal Year 2026 rate recommendation, and an overview of utility rate comparisons.

**Chair Yarbrough gave appreciation for all the detail put into the budget and presentation given, as well as answering all questions the Board had regarding the budget.**

**7.6 Budget Workshop – General Fund and Debt Service Fund**

Chief Financial Officer Susan Higginbotham presented an overview of the Fiscal Year 2026 Ad Valorem Budget which includes the General Fund and Debt Service Fund for Central Florida Tourism Oversight District (CFTOD).

**Chair Yarbrough thanked the team for their leadership, hard work, and forward thinking on a very detailed breakdown in the budget. The Chair specifically thanked Chief Ferrari, Wendy Duncan, Craig Sandt, and lastly, District Administrator Stephanie Kopelosous for her leadership in making the decision to hire in-house counsel Mr. Payne.**

**There was no other Board discussion or comment.**

**Chair Yarbrough gave a reminder and announcement about our September Budget Meetings. Starting, the first meeting will be held on September 12<sup>th</sup> at 5:05pm and September 26<sup>th</sup> at 5:30pm with confirmation from Mr. Roy Payne.**

## **8. OTHER BUSINESS**

Chair Yarbough asked if there was any further business to discuss.

## **9. ADJOURN**

**There being no further business to come before the board, the Chair adjourned the meeting at 11:24 a.m.**

ATTESTED THIS 12<sup>th</sup> day of September

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Alexis Yarbrough, Chair of the Board of Supervisors  
Central Florida Tourism Oversight District

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Alycia M Mills, District Clerk  
Central Florida Tourism Oversight District



# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.1

Board Meeting Date: 09/12/2025

Subject: C006830 Landscape Maintenance of Canals, Levees, and Water Control Structures

Presented By: Jessie Mack Burns, Horticulture and Contracting Assurance Manager

Department: Facilities

**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #7.1 award of Contract #C006830 for landscape maintenance of canals, levees, and water control structures throughout the District to Superior Landscaping & Lawn Service, Inc. and authorizing the District Administrator to execute the contract not to exceed \$800,000

**RELEVANT STRATEGIC GOALS:** Operational Excellence

**PROOF OF PUBLICATION:** Bid released on June 6, 2025

### BACKGROUND:

The District seeks to award a contract for landscape clearing and maintenance services to ensure the effective operation and accessibility of 20 canals, adjacent levees, and water control structures spanning 385.53 acres. These services are critical to maintaining unobstructed pathways necessary for regulatory inspections and third-party access to verify the proper functioning of water control structures, which is required to meet state permitting obligations.

Additionally, these maintenance efforts enhance the aesthetic appeal of several highly visible locations along major roadways and near third-party properties, contributing to a positive impression for visitors and the surrounding community.

### FINDINGS AND CONCLUSIONS:

On June 6, 2025, Invitation to Bid #C006830 was issued for the landscape maintenance of canals, levees, and water control structures throughout District. This is a three-year term contract. The District received eight (8) bids, and results are as follows:

Vendor's Legal Name	Vendor's Local Office	Bid Amount
Superior Landscaping & Lawn Service, Inc.**	Orlando, FL	\$689,485.59
Agri-Timber, Inc.	Fruitland Park, FL	\$1,190,632
Robinson's Tractor Service	Deland, FL	\$1,343,572
Solscape Services LLC**	Ocoee, FL	\$1,495,148
Cepra Landscape*	Oakland, FL	\$1,680,155
Cropland Service, Inc.**	Bartow, FL	\$2,489,422
Axioma Enterprises LLC**	Casselberry, FL	\$2,771,536

\*BuyLocalNow Vendor

\*\*New to District

AYOPA, Inc. bid was non-responsive because of lack of certification. Therefore, Superior Landscaping & Lawn Service, Inc. was the lowest responsive and responsible bidder.

The Facilities Department is requesting approval of Contract #C006830 with Superior Landscaping & Lawn Service, Inc. for the Landscape Maintenance of Canals, Levees, and Water Control Structures for a 3-year term. The contract includes annual cutbacks and miscellaneous additional services, as needed.

**FISCAL IMPACT:**

The funding will be paid using accounting string 163-001-5307095-538 in the amount of \$800,000.

**PROCUREMENT REVIEW:**

This action has been reviewed and approved for compliance with the District's procurement policies.

**LEGAL REVIEW:**

The contract will be reviewed for form and legality by the District Counsel.

**LEGAL REVIEW:**

- ☐ Deny
- ☐ Amend
- ☐ Table

**SUPPORT MATERIALS:**

- Contract
- Evaluation Scores



**LANDSCAPE MAINTENANCE OF CANALS, LEVEES, AND WATER CONTROL STRUCTURES  
SERVICES AGREEMENT**

THIS AGREEMENT, is made effective as of September 12, 2025 by and between **Central Florida Tourism Oversight District** (herein referred to as the "Owner," "District" or "CFTOD"), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Superior Landscaping & Lawn Service Inc.**, (herein referred to as the "Contractor"), whose mailing address is 2200 NW 23rd Avenue, Miami, Florida 33142.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid ("ITB") No. C006830 on June 6, 2025 for landscape maintenance of canals, levees, and water control structures;

WHEREAS, seven (7) bidders responded, and Superior Landscaping & Lawn Service Inc. was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services; and

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **October 1, 2025** and ending **September 30, 2028**, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

**1. DEFINITIONS.**

- A. Agreement. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Section 6.
- B. Services. The term "Services" or "Work" as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Section 6 of this Agreement, the changed Services set forth therein.

- 2. **SCOPE OF SERVICES.** A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the Exhibits outlined in the Section 24 - Contract Documents.

**3. BASIS FOR COMPENSATION AND PAYMENTS.**

Not to Exceed Amount.

- A. Owner shall pay to Contractor, for its Services and in consideration of the terms and conditions of this Agreement, an amount for time reasonably and properly incurred by Contractor in performance of its Services based upon the rates shown on the attached Rate Schedules in Exhibit A incorporated herein by reference. However, in no event shall the amount exceed **EIGHT HUNDRED THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$800,000.00)**; and the Reimbursable Expenses shall in no event exceed **(N/A)**.
- B. Payments shall be made monthly for Services plus Reimbursable Expenses incurred. Contractor shall invoice Owner, in the form required by Owner, on the first day of each calendar month for Services rendered during the preceding month plus Reimbursable Expenses incurred.
- C. Reimbursable Expenses shall include only the actual and necessary costs and expenses, without markup, reasonably and properly incurred by Contractor in connection with the Services rendered under this Agreement. Direct expenses are determined and pre-approved by Owner.



- D. Contractor shall provide any and all backup required by Owner in connection with time spent and Reimbursable Expenses incurred.
- E. Owner shall pay each invoiced amount (or uncontested portion thereof) on or about the thirtieth day following receipt of each invoice.
- F. All invoices should reference the contract number and be submitted to the following address:

**Central Florida Tourism Oversight District**

**Attention: Accounts Payable**

**P.O. Box 690519**

**Orlando, Florida 32869**

**All invoices shall be sent to [ap@oversightdistrict.org](mailto:ap@oversightdistrict.org)**

- G. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs B, C, D, and E herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.
  - H. Owner retains the right to reduce any portion of Contractor's Services at any time.
  - I. Return of Funds. Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Agreement that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Owner of the overpayment.
4. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Contractor hereby represents to Owner that: (A) it has the experience and skill to perform the Services as set forth in this Agreement; (B) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (C) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (D) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.
5. **INSURANCE; INDEMNIFICATION.**
- A. The Contractor shall at its expense procure and maintain during the life of this Contract (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:
    - i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence. This coverage must be maintained for two (2) years after contract expiration;
    - ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
    - iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
    - iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii above in an amount of at least \$1,000,000 per occurrence;
    - v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry



Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.

- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.
  - vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.
  - viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
  - ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.
- B. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at [vendors@oversightdistrict.org](mailto:vendors@oversightdistrict.org).
  - C. CANCELLATION. All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
  - D. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
  - E. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
  - F. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
  - G. INDEMNIFICATION. The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the



Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

**6. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.**

- A. A Changed Service Authorization shall be a writing by the Owner that shall consist of additions, deletions, or other modifications to the Agreement agreed to by the Contractor.
- B. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Section 3 in this Agreement.

7. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this Agreement operates as a waiver of District's sovereign immunity or any rights or limits of liability existing under Florida law. District's indemnity obligations herein are limited to the financial limitations provided in F.S. Section 768.28, whether said loss, cost, damage, claim or expense arises from tort, contract or any other theory of law and shall not extend to any loss, cost, damage, claim or expense resulting from the acts or negligence of the Contractor. These terms shall survive the termination of this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by statute of limitations.

**8. PROTECTION OF PERSONS AND PROPERTY.**

- A. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.
- B. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- C. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

9. **BOOKS AND RECORDS.** Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to





Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

10. **PROMOTION/CONFIDENTIALITY.** The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.
11. **ASSIGNMENT.** This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.
12. **SUSPENSION OR TERMINATION.** Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the amount earned by it, plus any earned amounts for extra Services performed pursuant to Sections 3 and 6, through the date of termination.
13. **SUBCONTRACTORS.** If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:
  - A. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.
  - B. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.
  - C. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the



Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

**14. NOTICE.**

- A. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner:                      CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
 10450 Turkey Lake Road, Box #690519  
 Orlando, Florida 32869  
 Attention: Contracting Officer

If to Contractor:                SUPERIOR LANDSCAPING & LAWN SERVICE INC.  
 2200 NW 23rd Avenue  
 Miami, Florida 33142  
 Attention: Maria Valdes

or to such other address as either party may direct by notice given to the other as hereinabove provided.

- B. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

**15. OWNERSHIP OF WORK PRODUCT.**

- A. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Section 10 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.
- B. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

**16. LEGAL PROCEEDINGS.**

- A. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.





- B. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.
- C. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

#### **17. MISCELLANEOUS PROVISIONS.**

- A. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- B. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.
- C. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.
- D. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

#### **18. THE OWNER'S REPRESENTATIVE(S).**

- A. The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **Jessie M. Burns**, whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Section from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the



name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

- B. Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

19. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS [PUBLICRECORDS@OVERSIGHTDISTRICT.ORG](mailto:PUBLICRECORDS@OVERSIGHTDISTRICT.ORG), MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX # 690519, ORLANDO, FLORIDA 32869.**

- 20. **NON-FUNDING.** In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.
- 21. **SCRUTINIZED COMPANIES.** By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.
  - A. Specifically, by executing this Agreement, the Contractor certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.



- B. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:
    - i. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473 Florida Statutes; and/or
    - ii. Engaged in business operations in Cuba or Syria.
  - C. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:
    - i. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
    - ii. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.
  - D. If this Agreement is terminated by the Owner as provided in paragraph C above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.
  - E. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner's termination.
  - F. Unless explicitly stated in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.
22. **E-VERIFY COMPLIANCE.** The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-Verify requirements referenced herein.
23. **GUARANTEE AND WARRANTY.** Contractor warrants all Work performed under this Agreement will be completed in accordance with industry standards and in compliance with local environmental regulations. The Contractor is responsible for correcting any incomplete or non-conforming Work within 72 hours at no expense to the Owner.
24. **CONTRACT DOCUMENTS.**
- A. The Contract Documents which comprise the entire understanding between the Owner and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to the Agreement. Each Exhibit is incorporated herein by reference for all purposes.
    - Exhibit A: Scope of Services and Rate Schedule (A-1 through A-10)
    - Exhibit B: Special Contract Conditions (B-1 through B-15)
    - Exhibit C: District Trash Removal Log (C-1)
    - Exhibit D: Mowing Log (D-1)
    - Exhibit E: CFTOD Resolution 518 Fertilizer (E-1 through E-6)
  - B. If there is a conflict between the terms of this Agreement and the Exhibits, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Exhibits.



Contract No.: **C006830**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the day and year first above written.

OWNER  
**CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT**

CONTRACTOR  
**SUPERIOR LANDSCAPING & LAWN  
SERVICE INC.**

Signature: \_\_\_\_\_  
*As authorized by the Board of Supervisors*

Print Name: S.C. Kopelousos

Title: District Administrator

Date: September 12, 2025

Signature: Maria Valdes

Print Name: MARIA VALDES

Title: VP

Date: September 3, 2025

**Exhibit A**  
**SCOPE OF SERVICES AND RATE SCHEDULE**  
**Contract No. C006830**

Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to provide landscape maintenance services for all canals, levees, and water control structures owned by the Central Florida Tourism Oversight District over a three-year contract term.

### SECTION 1. SCOPE OF SERVICES OVERVIEW

- 1.1 The Contractor shall perform landscape maintenance for all District owned canals, levees, and water control structures.
- 1.2 The Contractor must provide all labor, material, equipment, and incidentals required for full and complete care of all locations of the CFTOD Canal Landscape Maintenance area listed at the following link: [ArcGIS Map Link of CFTOD Canal & Levees Landscape Maintenance Area](#).

*NOTE: Contractor is responsible for maintaining all the areas as outlined in the above link. The link provides the estimation in total canal area acreage, total control structure linear feet for trimming, and total canal fence line trimming by miles.*

### SECTION 2. SCOPE OF SERVICES

- 2.1 **LOCATION FREQUENCY AND DESCRIPTION OF SERVICE:** Contractor must bill on a lump sum basis and pricing shall be in equal monthly installments for all services as outlined below. Monthly pricing is smoothed over the three-year contract term regardless of service frequency:

Location	Mowing & String Trimming Twice a Month May – Nov.	Mowing & String Trimming Once a Month Dec. - April	Litter, Trash, & Debris Removal	Bi-Weekly Tree Care Inspection	Woodlines (Maintenance)	Woodlines (Annual Cutback)
	Regular Service - Quantities below are calculated by weekly service based on a calendar year for each service.					Qty Year
C-1	13	6	52	26	52	1
C-4	13	6	52	26	52	1
L-101	13	6	52	26	52	1
L-103A	13	6	52	26	52	1
L-105	13	6	52	26	52	1
L-106	13	6	52	26	52	1
L-107	13	6	52	26	52	1
L-401	13	6	52	26	52	1
L-402	13	6	52	26	52	1
L-404	13	6	52	26	52	1
L-405	13	6	52	26	52	1
L-407	13	6	52	26	52	1
L-410	13	6	52	26	52	1
L-411	13	6	52	26	52	1
Perimeter Canal (D-1)	14	5	52	26	52	1
Perimeter Canal (D-2)	14	5	52	26	52	1
Perimeter Canal (D-3)	14	5	52	26	52	1
Perimeter Canal (D-4)	14	5	52	26	52	1
Perimeter Canal (D-5)	14	5	52	26	52	1
RC-1	14	5	52	26	52	1



**Exhibit A**  
**SCOPE OF SERVICES AND RATE SCHEDULE**  
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- 2.2 **HOURS OF OPERATION:** The Contractor must perform the basic services from sunup (6 AM) to sundown (7 PM), Monday through Friday or as deemed necessary and approved by the District. Any work within areas directly adjacent to Golden Oak at Walt Disney World Resort must not begin until after 10 AM. These hours are subject to change depending on the time of year and as a result of special events or District recognized holidays.
- 2.3 **MOWING:** The following mowing considerations must be included:
- A. All canals, levees, and water control structures must be mowed twice a month on the 2nd and 4th weeks from May 1<sup>st</sup> through November 30<sup>th</sup>. Starting from December 1<sup>st</sup> to April 30<sup>th</sup> mowing must occur once a month every 4<sup>th</sup> week of the month. The District may request and approve for additional mowing. The separate line items for additional frequencies are for any additional mowing requests, which must be billed separately from the monthly service.
  - B. Canal Levee Mowing: Includes the top of the levee and all side slopes. Contractor must ensure that equipment does not adversely impact the canal slope/levee including, but not limited to scalping of sod, cutting/grooving levee, etc. Vegetation buildup is not desired on the canal side slopes and as such should be prevented from growing with routine mowing and cut back to prevent new tree and brush growth. Desired side slope sod length shall match the top of the levee until right at water line where one foot (1') adjacent to the waterline may be allowed up to ten inches (10") maximum in height to help capture trash/debris from entering the waterway. Canal side slopes must be maintained down to the water line, which will vary seasonally. If Contractor is unable to accomplish this with a batwing due to side slope, distance, etc., alternative mowing equipment must be used as necessary to accomplish maintenance of the side slope vegetation. If Contractor finds areas of erosion, they must notify the District of the location and provide a photo of the area. Using alternative equipment such as string trimmers may be required in areas of erosion until the District can repair. Fertilizers cannot be applied along canals (including levee or side slopes) to prevent run off of fertilizer into the water. All clippings must be collected and disposed of properly offsite. **No fertilizers, herbicides, or pest control are allowed.** Contractor must maintain all vegetation with string trimming around any utility poles and Guy Wires, or fencing throughout the canal maintenance area.
  - C. Water Control Structures: Includes all areas inside and outside of the water control structure fencing. Contractor must use various equipment, as necessary to ensure sod/vegetation immediately adjacent to all concrete surfaces is maintained. Visibility of these structures is critical, and therefore excess growth around the structures must be prevented. Contractor must use caution around water control structures to ensure they do not hit or damage any railings, equipment, or other items that stick up above ground as part of the structure. All clippings must be collected and disposed of properly offsite. If Contractor finds areas of erosion, they must notify the District of the location and provide a photo of the area. Using alternative equipment such as string trimmers may be required in areas of erosion until the District can repair. **No fertilizers, herbicides, or pest control are allowed.** Contractor must maintain all vegetation with string trimming around any guardrails, piping, fencing, concrete barriers, rip rap, and any inground structures. ***NOTE: Due to Master Permits held by the District, chemical treatment and usage is prohibited unless specifically identified and approved in writing from Planning and Engineering Compliance.***
  - D. The following two pictures show structure areas and levees prior to maintenance mowing:



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**SCOPE OF SERVICES AND RATE SCHEDULE**  
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- E. The following pictures show the structure areas and levees after maintenance mowing has been completed:



**2.4 WOODLINES:**

- A. Woodlines must be maintained at all times so as not to encroach upon established shrub beds, turf lines, all fence lines and trees within the landscape area on a weekly basis.
- B. Annual Cutback: Cutbacks shall be identified by the District, as needed. If a cutback is ordered, it will be a minimum of one foot (1') to a maximum of five feet (5'), with the average being 3 feet (3'). Contractors' cost for a cutback is lump sum. Contractor is responsible for cutting and hauling away all debris, this cost is included with the service.

**2.5 TREE REMOVAL:**

- A. Routine bi-weekly inspection of woodlines to identify any concerns of fallen vegetation or trees that may require removal. Contractor must report to the Owner's Representative for approval of any removal.
- B. Dead, Hazardous, Fallen Trees, and/or Vegetation: Upon the District's request, Contractor will provide a quote to remove specified dead, dying, hazardous trees and/or vegetation within the designated woodline area. The District will pay an hourly labor rate, plus a reasonable equipment and disposal costs.

**2.6 VEGETATION AND BRUSH CLEARING:**

- A. Removal of Vegetation or Vines: Contractor must consult Owner's Representative prior to any removal of vegetation and vines encroaching on the woodlines.
- B. Overgrown Brush Removal: Clearing of overgrown brush, vines, and low-hanging branches that encroach on the cleared area.
- C. Selective Pruning: Pruning of trees along the edge of the woodline to improve visibility and aesthetics while maintaining the natural look of the tree line.
- D. Invasive Species Removal: Removal of invasive plant species as identified by the District or required by local environmental regulations.
- E. Herbicide Usage: Strictly prohibited.

**2.7 LITTER, TRASH, & DEBRIS REMOVAL AND DISPOSAL:**

- A. Debris Collection: Gathering and removal of all tree limbs, branches, brush, and other debris

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from the woodline area.

- B. Debris Disposal: Responsible disposal of all materials off-site in accordance with local regulations. Optionally, mulch or woodchips can be produced on-site from the cleared debris, as requested by the District.
- C. Trash Removal: Trash/litter must be picked up prior to all mowing. Contractor will maintain and provide a Trash Log as to provide required information for the annual National Pollutant Discharge Elimination Systems ("NPDES") Report.

**2.8 EROSION CONTROL (if necessary):**

- A. Erosion Control Measures: If tree removal and clearing results in potential erosion risks, Contractor must install appropriate measures such as silt fencing, erosion control blankets, or reseeding with appropriate ground cover per recommendation from Owner's Representative.

**2.9 SITE RESTORATION (optional):**

- A. Regrading and Smoothing: Only upon District approval, minor grading of disturbed areas along the woodline or along waterways to ensure an even surface and prevent water pooling or erosion.
- B. Re-sodding, Seeding, and Mulching (Optional): Upon District request, the Contractor may provide a quote to resod, seed, and/or mulch. Contractor must apply sod, seed, or mulch to the area, where required, to promote regrowth and stabilize the soil. The District will inspect and approve of the sod prior to and after installation. Any rejected material will be at no cost to the District.
- C. After rough grading has been completed and prior to planting operations, on-site soils must be tested for suitability. Contractor must make all adjustments to comply with final soils analysis recommendations as directed by the soils report.
- D. In the event if supplemental or replacement soils are required, all proposed import soils for planting areas must be tested for suitability and compliance and be pre-approved by the District based on soil test results.
- E. In the event if the initial proposed import soil is found unsuitable, additional sources must be found and tested at Contractor's expense.

**2.10 INSPECTION SCHEDULE:**

- A. Contractor must provide advanced notification to the Owner's Representative when any of the below inspections are needed. Minimum advanced notice is listed below:
  - Completion of finish grading and soil preparation: 48 hours.
  - Plant delivery to site prior to planting: 7 days.
  - Tree locations prior to excavation of pits: 48 hours.
  - Shrub layout prior to excavation pits: 48 hours.
  - Pre-mulch inspection: 48 hours.
  - The District at its discretion reserves the right to modify or update schedule as needed.

**2.11 LAYDOWN YARD:**

- A. Contractor will be responsible for setting up any necessary storage units, etc. to provide all necessary services in accordance with the specified EPCOT Building Codes and state regulations.
- B. Contractor is responsible for arranging a fuel truck to provide them with all necessary fuel to operate daily. There must be no fuel trailers or tankers located overnight within the lay down yard confines or any other District properties.
- C. Contractor must perform any preventative maintenance within the lay down yard area except



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those specified such as changing of a tire for a mower or vehicle, changing of a belt, or changing blades. Work not permitted includes, without limitation, oil or fluid changes, engine rebuilds, etc.

- D. Contractor is not permitted to operate any outside contracts from this lay down yard that are not deemed CFTOD sanctioned work. Any other work not related to this agreement located within this lay down yard would need to be approved by the District.
- E. District will approve the location of the laydown yard for Contractor use.

**SECTION 3. MATERIALS AND EQUIPMENT**

- 3.1 The Contractor will provide all necessary materials and equipment to provide the above described services to the District.
- 3.2 Contractor must transport all equipment in a safe and proper manner to each site at no additional charge to the District. If equipment is being transported along public roadways, it must meet Florida Department of Transportation ("FDOT") criteria for road worthiness, otherwise it must be transported via a trailer. In some cases, shadow vehicles may be required to allow travel along public roadways. Contractor must coordinate with the District regarding use of equipment along public roadways when not actively mowing.

**SECTION 4. ADDITIONAL SERVICES**

- 4.1 Should the District elect to have the Contractor perform any work outside this Scope of Services, the District may request a time and material quote. Contractor shall upload labor and equipment rate sheets in Excel format. Any material purchases to include, but not limited to sod, soil, seeding, mulch, etc. will be billed at cost to the District.

**SECTION 5. DELIVERABLES AND MANDATORY REPORTING**

- 5.1 CFTOD has been issued a National Pollutant Discharge Elimination System ("NDPES") Municipal Separate Storm Sewer Permit, also known as a MS4 permit. As part of the District's compliance with this permit, the Contractor will be required to provide the below information on an annual basis. The Contractor is advised that the annual reporting period may not align with a calendar year. As such, detailed and accurate record keeping of the below information is required under this agreement.
- 5.2 Contractor is advised that the below reporting requirements may be subject to change based upon permit changes/issuances by the State. Should any changes to reporting requirements happen, information will be conveyed to the Contractor. The Contractor will implement any required reporting changes without an additional expense to the District.
- 5.3 Mowing records or documentation for the following:
  - A. Dates when dry and wet retention ponds are mowed. Contractor must provide sufficient documentation to detail the specific pond name, as identified on the attached pond locations not shown on the map, they must contact the District and the District's Planning and Engineering Department for clarification.
  - B. Dates when swales are mowed. Contractor must provide sufficient detail within the report to identify the roadway name, dates of mowing, and limits of mowing along the roadway to document when swales are mowed.
  - C. Dates when canal levees are mowed. Contractor must provide sufficient detail within the report to identify the name of the canal, dates of levee mowing, and limits of mowing along the canal levee.
- 5.4 District Trash Removal Log (**Exhibit C**): List total amount of pounds of trash removed for each location and must submit this log to the Owner's Representative.

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- 5.5 District Mowing Log (**Exhibit D**): List date and time canal or storm pond was mowed. Log must be submitted to the Owner's Representative after each mowing has occurred. Mowing Logs shall include the following information:
- Canal Name/Number: Include a map/picture of area mowed;
  - Date Mowed;
  - Personnel and Company Name who completed the work;
  - Pond Name/Number: Include a map/picture of area mowed;
  - Date Mowed;
  - Personnel and Company Name of who completed the work.

## **SECTION 6. LICENSING AND CERTIFICATION REQUIREMENTS**

Contractor must maintain the following licenses and certificates during the contract term:

- 6.1 Florida Green Industries Best Management Practices ("BMP") Certification.
- 6.2 FDOT Temporary Traffic Control ("TTC") Basic Flagger Certification.
- 6.3 At least one (1) team member must be a Florida Nursery Growers & Landscape Association ("FNGLA") Certified Landscape Maintenance Technician.

## **SECTION 7. GUARANTEE AND WARRANTY**

- 7.1 Contractor guarantees that all work will be completed to industry standards and in compliance with local environmental regulations.
- 7.2 Any rework due to poor performance or incomplete service will be addressed at no additional cost to the District within 72 hours.

## **SECTION 8. EMPLOYEES AND SAFETY**

- 8.1 Contractor is responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the services, and must provide protection to prevent injury to all persons involved in any way in the Work provided.
- 8.2 All services, whether performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools, and like items used in the services, must be in compliance with, and conform to: (A) all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other governmental authority; and (B) all codes, rules, regulations, and requirements, of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent must govern.
- 8.3 All Contractor equipment must be properly maintained with all safety equipment intact and operational. This includes warning lights and headlights.
- 8.4 Contractor must acquire all necessary certifications and ensure all employees hold such certifications as applicable for their work to the District. Contractor must be accountable for all training of horticultural/pest control skills, safety procedures, cultural practices, and compliance ordinances (i.e., RTK), and certifications (i.e., heavy equipment and guest relations). Except as otherwise specified, the Contractor's services must conform to accepted horticultural practices as used in the trade or to the satisfaction of the District.
- 8.5 Contractor is responsible for the safety of its employees and must, at a minimum, require applicable personal protective equipment ("PPE") including, but not limited to, hardhat, safety vest, eye and hand protection.
- 8.6 All Contractors' employees must wear brightly colored safety vests (FDOT specifications by road speed) when working within fifteen feet (15') of any roadway. All safety apparel (including but not limited to vests) must be properly maintained.

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**SECTION 9. APPEARANCE GUIDELINES**

- 9.1 The Contractor must at all times keep the general area in which the Services are performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and must continuously throughout performance of the Services remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means, and methods of cleanup, removal, disposal as the District may make known to the Contractor and/or as required by any applicable laws. In the event the Contractor fails to keep clean of such rubbish and waste in the affected areas, and the District incurs the clean-up cost, the District will deduct the expenses incurred from any sums then or thereafter due the Contractor.
- 9.2 The District will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personal vehicles will be parked only in areas designated by the District.
- 9.3 The District reserves the right to refuse any Contractor's employee who does not meet or conform to the District's policies. Contractor's employees must be required to maintain a level a professional appearance at all times while performing required tasks in or out of guest view. This includes a level of professional hygiene that includes all contractor provided uniforms.

**SECTION 10. ADDENDA CLARIFICATIONS**

- 10.1 Contract amounts include Contractor's cost, profit, overhead and costs for shadow vehicle(s).
- 10.2 Absolutely **NO** fertilizers, herbicides, or pesticides are to be used during the contract duration. All work is by mechanical means only. **Exhibit E - CFTOD Resolution 518 Fertilizer** is attached for reference.
- 10.3 The 36-month contract includes all cycles as indicated for mowing of canals and water structures, string trimming of water structures, utility structures, and fence lines, litter, trash, and debris removal, and bi-weekly tree care inspection. One annual cutback per canal area is a separate lump sum price. The additional per cut price is for additional cuts on top of the normal frequencies, if needed.
- 10.4 Estimated acreage and/or linear feet is provided for each line item.
- 10.5 Advanced FDOT MOT/TTC certification is an accepted alternative to the Flagger requirement.
- 10.6 The Contractor is required to ensure that large masses of cuttings do not end up in the water control structures. The Contractor should review the areas where water control structures are called out to make that determination and ensure clumps of cuttings are removed and disposed of, if that occurs.
- 10.7 On average for the last year, only about 20-50 lbs. of trash was found. This could change in the event an item such as a tire or something similar is found. Items may be found that are displaced after a storm that would need to be removed.
- 10.8 The Contractor may take breaks or lunch along the canal site if that is convenient for the employee. They are forbidden to utilize these locations for "restroom" purposes. Contractors will not smoke anywhere in District property.
- 10.9 There are gates to allow access to the required large areas to be maintained. All fence lines and other above ground objects would require hand and mechanical methods.
- 10.10 Contractor is only required to maintain turf and anything that is adjacent to the turf such as fence lines, power poles, guy wires, or any other above ground structure. Ornamental beds are not included.
- 10.11 All canals will be completed prior to the handover and will be in the required acceptable condition for the new vendor. Depending on the location, only one side of the canal is designated to be maintained. The ArcGIS link will note whether it is a one sided or two-sided maintenance requirement.

**Exhibit A**  
SCOPE OF SERVICES AND RATE SCHEDULE  
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- 10.12 Regarding the equipment, the designated equipment must meet the same specifications as the equipment listed. Regarding the amount of acreage with up to a 60-degree slope, the number provided is a total estimation. A layer of the ArcGIS map shows contours.
- 10.13 Total estimated amount of canal area is 377.13 acres. The estimated acreage is listed within the line items. The ArcGIS map shows the estimation of acreage for each canal, linear feet for trimming of water structures, and miles for fence lines.
- 10.14 The forest line/overhead tree limbs should be occasionally maintained as needed to ensure that at least an electric utility truck with a bucket can fit through, or under canopied areas. The monthly request for woodlines is to identify fallen or problem debris that might occur. The monthly service consists of surveying the woodlines to ensure nothing has fallen to impede access. If obstructions are found that are not trivial and cannot be taken care of during regular service, the Contractor shall notify the District and provide the cost to remove the item for approval before commencing the additional work.
- 10.15 Any mulching shall be fully removed unless otherwise approved in writing from CFTOD Compliance. Any and all mowing along the canal shall be done in a manner to prohibit grass clippings from entering the waterway.
- 10.16 Annual cutbacks of identified woodlines are a separate lump sum cost. Cutbacks shall be identified by the District, as needed. If a cutback is ordered, it will be a minimum of one foot (1') to a maximum of five feet (5'), with the average being three feet (3').
- 10.17 EXPECTATION OF MAINTENANCE OF WATER CONTROL STRUCTURES
- A. Contractor must maintain vegetation on both sides of the road of any structure, regardless of the size of the structure.
  - B. Contractor must maintain all vegetation around all structures to include, but not limited to guard rails, concrete barriers, and all structures coming out of the ground.
  - C. Example of a Large Water Control Structure:





**Exhibit A**  
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D. Example of a Medium Water Control Structure:



E. Example of a Small Weir:

1. Contractor must maintain vegetation of any rip rap no matter the size of the structure.



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**SECTION 11. RATE SCHEDULE**

RATE SCHEDULE – BASE BID												
Canal Areas (Acres below are estimated)		Regular Service: Mowing & String Trimming, Debris Removal, Tree Care, Woodline Maint. (refer to Scope for frequencies)					Woodlines (Annual Cutback) As Requested by Owner					Grand Total
Canal	Approximate Area	Item	UOM	Qty	Unit Price	Total	Item	UOM	Qty	Unit Price	Total	Canal Total
C-1	Canal area ~138.97 acres	1	LS	36	\$6,595.52	\$237,438.72	2	LS	3	\$11,096.75	\$33,290.25	<b>\$270,728.97</b>
C-4	Canal area ~31.60 acres	3	LS	36	\$1,499.74	\$53,990.64	4	LS	3	\$2,523.26	\$7,569.78	<b>\$61,560.42</b>
L-101	Canal area ~10.48 acres	5	LS	36	\$497.38	\$17,905.68	6	LS	3	\$836.83	\$2,510.49	<b>\$20,416.17</b>
L-103A	Canal area ~3.61 acres	7	LS	36	\$171.33	\$6,167.88	8	LS	3	\$288.26	\$864.78	<b>\$7,032.66</b>
L-105	Canal area ~10 acres	9	LS	36	\$474.60	\$17,085.60	10	LS	3	\$798.50	\$2,395.50	<b>\$19,481.10</b>
L-106	Canal area ~18.67 acres	11	LS	36	\$886.08	\$31,898.88	12	LS	3	\$1,490.80	\$4,472.40	<b>\$36,371.28</b>
L-107	Canal area ~11.97 acres	13	LS	36	\$568.10	\$20,451.60	14	LS	3	\$955.80	\$2,867.40	<b>\$23,319.00</b>
L-401	Canal area ~4.21 acres	15	LS	36	\$199.81	\$7,193.16	16	LS	3	\$336.17	\$1,008.51	<b>\$8,201.67</b>
L-402	Canal area ~4.81 acres	17	LS	36	\$228.28	\$8,218.08	18	LS	3	\$384.08	\$1,152.24	<b>\$9,370.32</b>
L-404	Canal area ~13.88 acres	19	LS	36	\$658.74	\$23,714.64	20	LS	3	\$1,108.32	\$3,324.96	<b>\$27,039.60</b>
L-405	Canal area ~8.55 acres	21	LS	36	\$405.78	\$14,608.08	22	LS	3	\$682.72	\$2,048.16	<b>\$16,656.24</b>
L-407	Canal area ~18.30 acres	23	LS	36	\$868.52	\$31,266.72	24	LS	3	\$1,461.26	\$4,383.78	<b>\$35,650.50</b>
L-410	Canal area ~5.62 acres	25	LS	36	\$266.73	\$9,602.28	26	LS	3	\$448.76	\$1,346.28	<b>\$10,948.56</b>
L-411	Canal area ~1.63 acres	27	LS	36	\$77.36	\$2,784.96	28	LS	3	\$130.16	\$390.48	<b>\$3,175.44</b>
D-1	Perimeter canal area ~2.37 acres	29	LS	36	\$112.48	\$4,049.28	30	LS	3	\$189.24	\$567.72	<b>\$4,617.00</b>
D-2	Perimeter canal area ~25.68 acres	31	LS	36	\$1,218.77	\$43,875.72	32	LS	3	\$2,050.55	\$6,151.65	<b>\$50,027.37</b>
D-3	Perimeter canal area ~21.55 acres	33	LS	36	\$1,022.76	\$36,819.36	34	LS	3	\$1,720.77	\$5,162.31	<b>\$41,981.67</b>
D-4	Perimeter canal area ~14.27 acres	35	LS	36	\$677.25	\$24,381.00	36	LS	3	\$1,139.46	\$3,418.38	<b>\$27,799.38</b>
D-5	Perimeter canal area ~20.81 acres	37	LS	36	\$987.64	\$35,555.04	38	LS	3	\$1,661.68	\$4,985.04	<b>\$40,540.08</b>
RC-1	Canal Area ~18.55 acres	39	LS	36	\$880.38	\$31,693.68	40	LS	3	\$1,481.22	\$4,443.66	<b>\$36,137.34</b>
<b>Base Bid – NTE Total</b>		<b>Regular Service Total \$658,701.00</b>					<b>Annual Cutback Total \$92,353.77</b>					<b>\$751,054.77</b>

RATE SCHEDULE – OPTIONAL ITEMS								
ADDITIONAL SERVICE FREQUENCIES					LABOR RATES			
Service is additional regular service frequencies with the same scope Canal Areas (Acres below are estimated)			As-Needed Service (Will be requested by Owner)		Tree/Vegetation Removal		As-Needed Service (Contractor will provide quotes based on rate below)	
Canal	Approximate Area	Item	UOM	Unit Price	Hourly Labor Rate	Item	UOM	Labor Rate
C-1	Canal area ~138.97 acres	41	EA	\$6,595.52	Removal of Dead, Hazardous, Fallen Trees, and/or Vegetation (as requested by Owner)	61	HR	\$175.00
C-4	Canal area ~31.60 acres	42	EA	\$1,499.74				
L-101	Canal area ~10.48 acres	43	EA	\$497.38				
L-103A	Canal area ~3.61 acres	44	EA	\$171.33				
L-105	Canal area ~10 acres	45	EA	\$474.60				
L-106	Canal area ~18.67 acres	46	EA	\$886.08				
L-107	Canal area ~11.97 acres	47	EA	\$568.10				
L-401	Canal area ~4.21 acres	48	EA	\$199.81				
L-402	Canal area ~4.81 acres	49	EA	\$228.28				
L-404	Canal area ~13.88 acres	50	EA	\$658.74				
L-405	Canal area ~8.55 acres	51	EA	\$405.78				
L-407	Canal area ~18.30 acres	52	EA	\$868.52				
L-410	Canal area ~5.62 acres	53	EA	\$266.73				
L-411	Canal area ~1.63 acres	54	EA	\$77.36				
D-1	Perimeter canal area ~2.37 acres	55	EA	\$112.48				
D-2	Perimeter canal area ~25.68 acres	56	EA	\$1,218.77				
D-3	Perimeter canal area ~21.55 acres	57	EA	\$1,022.76				
D-4	Perimeter canal area ~14.27 acres	58	EA	\$677.25				
D-5	Perimeter canal area ~20.81 acres	59	EA	\$987.64				
RC-1	Canal Area ~18.55 acres	60	EA	\$880.38				

**End of Exhibit A**



**Exhibit B**  
**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS**  
**AUGUST 2025 EDITION**  
**Contract No. C006830**

(i) Table of Contents:

- I. General Safety Requirements, Contractor Parking and Access, Break Areas
- II. Construction Site Minimum Personal Protective Equipment ("PPE") and Clothing Requirements
- III. Reserved
- IV. Asbestos/Cadmium or Lead/CFCs
- V. Confined Spaces
- VI. Hazardous and Chemical Waste Disposal
- VII. Electrical Safety Policy
- VIII. Lock out/Tag out ("LOTO")
- IX. Fall Protection
- X. Aerial Work Platforms ("AWP")
- XI. Ladders
- XII. Trenching and Excavation
- XIII. Utility Locates
- XIV. Mobile Cranes
- XV. Heavy Equipment Operations
- XVI. Diving Operations
- XVII. RCES Power Outage Scheduling Requirements for Contractors

(ii) Definitions:

The following is a list of defined terms and their corresponding meaning as they appear within this document:

**Contractor:** The word, Contractor, as it appears within this document, means the Contractor or the Consultant as named and as defined within the Agreement. The Contractor's, rights, privileges, duties and obligations, as set forth herein also apply to each of its Sub-contractors and Sub-subcontractors and the suppliers of each and to the Consultant and each of its Sub-consultants and Sub-subconsultants and the suppliers of each.

**Owner:** The word, Owner, as it appears within this document, means the Owner, acting on its own behalf, or the Owner's Representative, acting on the Owner's behalf, each as named and defined within the Agreement, together with their designated representative(s).

**I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS**

The Owner is dedicated to establishing and maintaining a safe work environment on all of its sites. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements set forth within these Special Contract Conditions. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner's property.

All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

- a) Fighting
- b) Horseplay
- c) Possession of firearms
- d) Possession/use of alcohol/drugs

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Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan ("PSSP"), a hazard analysis, pre-task planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements for the project as well as any task or equipment specific training required to complete the project. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required.

No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for District Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.

All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed. Work areas must be kept as clean and free of debris as practicable. Trash cans must be provided for refuse.

Smoking, "vaping", and smokeless tobacco use will be permitted in designated areas only. The Owner reserves the right to designate these areas on a project.

Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

No one shall ride in a vehicle or mobile equipment unless they are on a seat, with the exceptions of aerial work platforms (AWPs) and other equipment designed to be ridden while standing. Riding in the back of pick-ups shall not be allowed.

Seatbelts must be used when provided in any type of vehicle, including but not limited to, personal vehicles, industrial trucks, haulage, earth moving, and material handling vehicles. Seatbelts must also be used in a personal transport vehicle ("PTV") if so equipped.

Posted speed limits and other traffic signs shall be observed at all times. Stop for personnel in and/or entering a crosswalk as they have the right of way.

Do not pass or drive around busses when they are loading, unloading, or stopped in a driving lane.

Park in authorized areas only. Do not block or obstruct intersections, fire lanes or fire hydrants, traffic lanes, pedestrian walkways, driveways or parking lot entrances. Vehicles parked in unauthorized places may be towed without notice at the vehicle owner's expense.

Fresh drinking water must be provided at construction job sites. If a cooler is used instead of bottled water, then it must be maintained in a sanitary condition, be capable of being tightly closed, equipped with a tap, and clearly marked as to its content. Disposable cups must be provided. Trashcans must be provided for the disposable cups and/or bottles.

Portable restrooms and hand washing facilities must be provided, if needed, and must be maintained in a clean and sanitary condition. Portable restrooms must meet Florida Administrative Code 64E-6.0101. The Owner reserves the right to determine the location of these facilities.



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**II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT ("PPE") AND CLOTHING REQUIREMENTS**

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment ("PPE"), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan ("PSSP"). All PPE must meet current Occupational Safety and Health Administration ("OSHA") and American National Standards Institute ("ANSI") requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. "Cowboy" and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded are to be replaced and shall not be worn while performing work on the Owner's job site. Shirts designed to be worn by the general public, such as those endorsing sports teams or other products or services, even if they are yellow, green, or orange, are not considered high-visibility shirts and do not meet the requirements set forth herein. In the event that any of the requirements set forth within this Section conflict with the requirements set forth elsewhere within this document or within any of the Contract Documents, the more stringent requirements shall apply.

**III. RESERVED.**

**IV. ASBESTOS/CADMIUM OR LEAD/CFCs**

**A. ASBESTOS**

Contractor acknowledges that it has been made aware that Asbestos-Containing Materials ("ACM") and/or Presumed Asbestos-Containing Materials ("PACM"), including without limitation, thermal system insulation, and sprayed on or troweled on surfacing material that is presumed to contain asbestos, exists or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain ACM and/or PACM as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

**B. CADMIUM and/or LEAD**

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

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**C. CHLOROFLUOROCARBONS ("CFCs")**

Contractor acknowledges that it has been made aware that chlorofluorocarbons ("CFCs") exist, or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain CFCs as specified in the Contract Documents. Should the Contractor's work result in (i) any loss or release of CFCs from any source, including any equipment or containers, or (ii) any addition by Contractor of CFCs to any equipment or container, then Contractor shall provide all necessary documentation concerning such loss, release or addition, including the quantities of CFCs affected, to the Owner. The Owner and Contractor agree that the quantities of CFCs referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

**D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS**

Contractor shall not utilize or install any asbestos, lead, or cadmium-containing products on the Owner's property or within the scope of Work or services contemplated by this Agreement. It is the responsibility of the Contractor to obtain appropriate Material Safety Data Sheets for all materials to be used, and verify that the products do not contain asbestos, lead or cadmium. This requirement extends to any materials that may be specified in the Contract Documents. Specification of a particular material by the Owner in the Contract Documents does not relieve the Contractor from its responsibility to verify that the specified material does not contain asbestos, lead or cadmium. If a specified material does contain asbestos, lead or cadmium, then Contractor shall notify Owner immediately, and submit a proposed alternate material to be used in lieu of the specified material. Contractor shall submit Material Safety Data Sheets for all installed products, as part of the As-Built package. If Contractor installs any product containing asbestos, lead or cadmium, without previously obtaining the written consent of the Owner, Contractor shall be responsible for all costs associated with removal of the asbestos, lead, or cadmium containing material.

**V. CONFINED SPACES**

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or may exist at the Job Site and that the Contractor may be performing Work or Services in or near permit-required confined spaces as specified in the Contract Documents. The Contractor shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in any permit-required confined space ("PRCS"), as defined by OSHA. The Contractor must have a written confined space program when performing Permit Required Confined Space ("PRCS") entry. Accordingly, site specific conditions related to confined space entry must be addressed in the Contractor's Project Specific Safety Plan ("PSSP"). In support of the Contractor's preparation the PSSP, the Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner's experience with the space, and (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near any PRCS where the Contractor's personnel will be working.

The Contractor shall provide its own confined space permits when working on the Owner's job site. All workers entering a confined space must have training commensurate with the role or task they will be performing. This includes entrant, attendant entry supervisor, air monitoring, rescue, site-specific training for those workers exposed to hazards posed by PRCS, but who may not be performing work inside of confined space or supporting confined space entry.

Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches

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may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its sole and absolute discretion.

Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met. When certain conditions described in the OSHA standard are met, the Contractor may use alternate entry procedures for worker entry into a PRCS, however, the Contractor must first consult with the Owner prior to using any alternate entry procedures.

The Owner shall provide information to the Contractor respecting any known hazards associated with a given PRCS. However, it is ultimately the Contractor's responsibility to determine, with reasonable certainty, the existence of any and all hazards prior to any worker's entry into the confined space. The Owner is NOT responsible for providing additional services prior to or during entry into a given confined space, including but not limited to: atmospheric monitoring, emergency response services, including rescue, attendants or entry supervisors.

The Owner reserves the right to order the immediate discontinuation of the performance of work and the immediate removal of the Contractor's personnel from a confined space if an unsafe condition or behavior is observed. In such instances, the space will be immediately evacuated until concerns are resolved to the satisfaction of the Owner.

When both the Owner's personnel and the Contractor's personnel will be working in or near any PRCS, prior to entering such PRCS, the Contractor shall coordinate entry operations with the Owner. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the PRCS program followed and regarding any hazards encountered or created within any PRCS during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and to the employees thereof.

**VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.**

All hazardous, regulated, universal and chemical wastes generated by the Contractor during the performance of the Work shall be managed in accordance with applicable federal, state and local law and regulations, including but not limited to Title 40 CFR Subchapter I, Parts 260 through 265, 273, 279, 302; Title 49 CFR Chapter I, Subchapter A and Rule 62-730 of the Florida Administrative Code as applicable to "Large Quantity Generators of Hazardous Wastes". Packaging, labeling, storage and disposal of such wastes shall also comply with Owner's policies, which are available from Owner. Such wastes must be properly placed in U.S. Department of Transportation approved packaging, with appropriate markings at the time of generation. Packages containing such wastes must be labeled to identify the contents, date of accumulation and the Contractor's name and telephone number. Such packages must be stored at a secure location and not exposed to weather. Upon completion of the Project or before 60 days has elapsed from the date of the first accumulation of wastes in each specific container, whichever is earlier, Contractor shall contact Owner to arrange for disposal. Owner will arrange for the disposal of such wastes by Owner's approved hazardous waste disposal vendor. Upon Owner's receipt of the invoice for disposal costs, a copy of the invoice will be forwarded to the Contractor and Contractor shall reimburse Owner therefor. The Contractor shall be responsible for all packaging, storage, and labeling costs.

**VII. ELECTRICAL SAFETY POLICY**

Implicit on all electrical work performed at any of the Owner's properties is the Contractor's (and its Subcontractor's and Sub-subcontractor's) strict compliance with the Owner's Electrical Safety Policy ("Policy").

The Policy is that all electrical work *shall* be performed de-energized as a standard work practice. This Policy applies to the Contractor, Subcontractors, Sub-subcontractors, Subconsultants, Sub-subconsultants and anyone who performs electrical work on or near electrical conductors or circuit parts which are or may be energized. Contractor is expected to exercise good judgment and take

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personal responsibility for reducing the hazard risk to its lowest level and to ensure strict compliance with all applicable federal, state and local laws, codes, regulations and rules.

The Contractor agrees that its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electrical work as described herein shall adhere to all posted warnings, wear appropriate personal protective equipment ("PPE") and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state. For systems up to 1000V, the zero-energy state shall be verified by the Contractor and those greater than 1000V shall be verified by the Owner. Any work performed within six feet (6') of systems greater than 1000V at a zero energy state and where there are exposed cables, all personnel shall wear a minimum of 8cal daily wear Flash Resistant Clothing ("FRC").

In the narrowly limited circumstances when exposed energized parts are not de-energized, excluding diagnostic testing that cannot be performed de-energized, a documented job briefing must first be completed by the Contractor and submitted to the Owner for approval. The intent of the briefing is to provide notification for performing energized work to the Owner prior to performing the work. The job briefing shall include, but not be limited to, the following:

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- PPE to be utilized
- Job work plan summary
- A complete list of the names of all individuals involved in the work/briefing

The Contractor understands and agrees that the Owner, throughout the term of the Contract, may review the Contractor's, Subcontractor's, and Sub-subcontractor's safe work plan to confirm for its operations and the safety and wellbeing of its employees, guests and invitees that adequate contingency plans have been considered in the event of an inadvertent interruption of electrical service.

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the Work based on the type of hazard present as called for in NFPA 70. The boundaries shall be either:

**A flash protection boundary**, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V, 600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is appropriate. Persons must not cross the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision of a qualified person.

**A limited approach boundary**, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of three feet six inches (3'6") away from the exposed fixed energized electrical conductors or circuit parts, 600V max, where the potential exists for an electric shock to occur, unless specific information is available indicating a different limited approach boundary is appropriate. The purpose of the limited approach boundary is to advise unqualified persons that an electrical shock hazard exists and to reduce the risk of contact with an exposed energized conductor. Only qualified persons and immediately supervised unqualified persons are allowed to cross the limited approach boundary.

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The Contractor understands and agrees that it is the responsibility of the Contractor to ensure compliance with all applicable safety laws, codes regulations and rules as well as adherence to the Policy for all electrical work. The Owner reserves the right to observe and/or audit the Contractor's (or its Subcontractor's or Sub-subcontractor's) work without notice. The Contractor expressly understands and unequivocally agrees that any failure to strictly comply with any applicable safety laws, codes, regulations, and the rules of this Policy constitutes a material breach of the Contract and may result in an immediate work stoppage or termination of the Contract at no additional cost to the Owner.

#### **VIII. LOCK OUT/TAG OUT ("LOTO")**

The Contractor shall have and maintain a program consisting of energy control procedures, employee training and periodic inspections prior to performing Lock Out/Tag Out ("LOTO"). The program shall have steps for notification, shutting down, isolating, blocking and securing machines, applying LOTO devices, dissipating stored energy equipment or facilities to control hazardous energy. It shall also have steps for the removal and transfer of LOTO devices and tags.

The Contractor must verify by testing that the machine or equipment has been isolated and secured from all energy sources before work begins. All affected personnel must be notified prior to starting.

Proper PPE must be worn in accordance with NFPA70E as referenced in RCES Electrical Safety, latest revision.

LOTO devices shall indicate the identity of the employee applying the device(s) as well as their department/company, contact number and date if the work will extend beyond one shift. A lock and tag must be used for all energy isolation. LOTO devices shall be standardized by color, shape or size and shall not be used for any other purpose. LOTO devices shall only be used for performing service or maintenance on equipment, not to be used for any other use. LOTO shall be performed only by the person(s) who are performing the service or maintenance. Each person performing LOTO must have individual locks and tags.

Before LOTO devices are removed by the worker who applied the device(s), the work area shall be inspected to ensure that nonessential items have been removed, all workers have been safely positioned or removed, and affected workers have been notified of re-energization of the equipment.

Hot tap operations for pressurized pipelines carrying natural gas, steam or water do not require LOTO if it is demonstrated that:

- a) Continuity of service is essential, and
- b) Shutdown of the system is impractical, and
- c) Procedures are documented and followed, and
- d) Special equipment is used to provide effective protection for workers

Systems shall be de-energized and taken to a zero-energy state using applicable LOTO procedures and verified before work begins. Work on an energized system (e.g. diagnostic testing that cannot be performed de-energized) shall require validation accepted by the Owner and project manager.

If an equipment/machine is not capable of accepting a lock, a tag may be used without a lock as long as additional means can be used to prevent accidental activation of the device (e.g., removal of a lever, handle, switch, or valve).

Group LOTO is permitted when all of the following are met:

- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
- b) Skills necessary for the safe application, use and removal of energy-isolating devices

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- c) Hazardous energy source recognition
- d) Type and magnitude of the hazardous energy sources in the workplace
- e) Energy-control procedures, including methods and means to isolate and control energy sources

The authorized employee must communicate and implement LOTO procedures, coordinate the operation to all affected workers, and verify that all LOTO procedural steps have been taken.

Each worker must affix their own personal LOTO device and tag to the group LOTO device or group lockbox before work begins.

The authorized employee must not remove the group LOTO device until each worker in the group has removed their personal LOTO device. The authorized employee will be the first lock on and the last lock off unless their responsibilities have been handed over to another authorized employee.

The authorized employee must make sure that there is a continuity of LOTO protection during a shift change. It is the responsibility of the oncoming worker to verify the machine, equipment or facilities is still in a zero-energy state. If there will be a lapse in time between the outgoing worker removing their LOTO device and the oncoming worker placing their LOTO device, the oncoming authorized employee must repeat the LOTO process and place their personal LOTO device on the machine, equipment or system.

In the event that a worker leaves the jobsite without removing their LOTO device and cannot be located, and it is necessary to restore the equipment to its normal operating state, the LOTO device may be removed after all of the following have been completed:

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.
- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

When the Contractor is performing work on existing machines, equipment or facilities owned and operated by the Owner, the Owner's responsible Project/Engineering Management and responsible Contractor supervisory personnel shall inform each other of their respective LOTO programs. The Owner reserves the right to determine if the Contractor's LOTO program meets the Owner's requirements.

## **IX. FALL PROTECTION**

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a "STOP WORK" condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.



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Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.

Self-retracting lifelines or lanyards ("SRLs") must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn't feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with the SRL manufacturer's instructions.

The Contractor shall use anchorage connection points designated by the Owner when available. If no such designated anchorages are available, then the Contractor's qualified person must select structures suitable as fall protection anchorage points for their workers.

Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a Personal Fall Arrest System ("PFAS"), independent of the ladder, must be used. Working height on portable ladders is limited to twenty-five feet (25').

The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.

Workers shall be protected from falling into excavations five feet (5') or more in depth.

Slopes with an angle of measure from horizontal grade that exceed 40° require the use of fall protection.

Fall protection is required for work conducted six feet (6') or more above water. Where fall protection completely prevents falling into the water, personal flotation devices ("PFDs") are not required.

**X. AERIAL WORK PLATFORMS ("AWP")**

All operators must be trained in safe and proper AWP operation. Training documents must be provided to the Owner immediately upon the Owner's request.

Written permission from the manufacturer is required before modifications, additions or alterations can be made to an AWP.

Operators shall be responsible for following the requirements of the AWP operating manual and ensuring that the vehicle is in proper operating condition. Operators shall immediately report any item of non-compliance to a supervisor for corrective action. AWP's that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as "out of service" the vehicle shall not to be operated until it has been repaired.

The primary purpose of AWP equipment is to raise personnel and necessary tools to a temporary height for work; the AWP shall not be used as a crane. AWP equipment is not designed to lift materials except on the platform and within the manufacturer's capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline ("SRL") of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall

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be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

Transfer at Height (in or out of the basket/platform) is permitted however one hundred percent (100%) tie-off is required during the maneuver.

Some AWP's are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°) mobility around the basket. These systems are designed to provide an anchorage for fall arrest and can be used as such. Fall restraint is also an option depending upon the situation. When an individual is attached outside of the AWP basket, the AWP shall be emergency stopped and the basket shall not be moved. If an individual must reach an area that is not within the current radius of the attached fall protection system (harness/lanyard) they shall re-enter the AWP basket, move the unit to a closer location, emergency stop the AWP and then exit the basket to perform the given task from the new location.

#### **XI. LADDERS**

Consideration must be given to the method of transporting tools and materials to the work location. Workers are not permitted to hand-carry items up the ladder. Hands must be free to climb the ladder.

Ladders placed in areas such as passageways, walkways, doorways or driveways, or where they can be displaced by workplace activities or traffic should be barricaded to prevent accidental movement.

Never place a ladder in front of doors unless the door is locked and access is controlled.

Never climb the back-bracing of a step/A-frame ladder unless it is a twin (double-sided) ladder.

Only one person is permitted on a ladder at a time, unless it is designed for two-person use.

Do not use ladders as scaffold.

All manufacturer stickers/labels must be affixed and in readable condition.

Prior to each use, the Contractor must visually check the ladder for the following:

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.
- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

Temporary fixes shall not be used to make repairs to a damaged ladder. Any repair to a ladder must be with manufacturer approved parts or kits. Any accessories used with a ladder must be approved by the manufacturer.

Work shall not be performed from a permanent fixed ladder unless a fall protection system, such as a ladder climbing device, is installed and used.

Extension, straight, and portable ladders cannot be made of wood (except job-made ladders on construction sites); fiberglass is preferred. Ladders made of aluminum cannot be used for electrical work or near energized equipment.

The working height for an extension shall be limited to under 25 feet.

Workers shall not sit, kneel, step, or stand on the pail shelf, top cap, or the first step below the top cap of an A-frame/step ladder.



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If ladders are used within 1.5 times their height to a leading edge or drop in elevation (measured horizontally), fall protection devices must be used.

Do not use an A-frame/step ladder to transition to another elevated work surface unless it has been specifically designed for this.

Use ladders correctly. Do not over-reach. Prevent belt buckles from extending outside the side rails of the ladder. A-frame/step ladders should be used only for front-facing work. Do not perform "side-load" work.

## **XII. TRENCHING AND EXCAVATION**

Utility locate tickets must be obtained prior to breaking ground by each and every contractor performing trenching/excavation and the operator performing the trenching/excavation must have reviewed the ticket. Third party locates may also be required for trenching/excavations located beyond the utility provider's service point.

All soil shall be considered as Class C soil. Class A and B soils do not exist on property. All sloping of trenches must be at a 1.5:1.0 ratio. Benching is not allowed in Class C soil.

Any shoring, bracing, shielding or trench boxes used must be in good condition. Tabulated data must be made available upon request.

Trenches or excavations that have a hazardous atmosphere or the potential to contain a hazardous atmosphere must be monitored by the competent person and may have to be treated as a confined space if appropriate.

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

## **XIII. UTILITY LOCATES**

### *Routine Locate Tickets:*

The Contractor must request the locate ticket a minimum of three (3) full business days before digging.

If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

Locate ticket requests can be submitted anytime on-line at Sunshine One but must be submitted to Reedy Creek Energy Services ("RCES") between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

Obtain a completed locate ticket through Sunshine State One Call of Florida ("SSOCOF") by calling 811.

Call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

Mark up the RCES supplied map to show limits of excavation.

The Contractor is expressly forbidden from performing any excavation work until it has received and reviewed the RCES Utility Locate Office response and notes for utility presence, conflicts or special conditions.

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*Emergency Locate Tickets:*

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair (collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

During the hours of 7:00 AM to 4:00 PM, Monday through Friday, call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539. Call the SSOCOF at 811 or 1-800-432-4770. Provide the SSOCOF locate ticket number to the RCES Utility Locate Office.

The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Utility Locate Office.

On weekdays between 4:00 PM and 7:00 AM, or Weekends and Holidays: Call the RCES Control Room Emergency Number at 407-824-4185. Provide the nature of the emergency and exact location. Contact SSOCOF at 811. Provide the SSOCOF locate ticket number to the RCES Control Room. The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Control Room.

No excavation will be permitted until the excavator has submitted a Locate Ticket request and received clearance as described above.

Each company that performs digging must obtain and follow their own locate ticket. The excavator shall have a copy of the locate ticket at the excavation site.

Requirements must be communicated directly to the person(s) performing the digging.

Exposed underground utilities must be protected.

Each company must locate utilities when cutting or drilling into concrete.

Secondary utilities must be considered when performing digging activities.

The Contractor shall IMMEDIATELY STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and immediately notify the Owner of such. Warning signs that indicate the potential of contacting a buried, underground utility include buried red concrete, unpainted buried concrete, wooden boards, warning tape, etc.

It is important to understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks.

When any mechanized equipment is used within the tolerance zone, supervisory personnel shall be present to supervise the operation.

**XIV. MOBILE CRANES**

Operators must be certified on the specific type of crane they are operating. Certification must come from an accredited crane operator testing organization, such as The National Commission for the Certification of Crane Operators ("NCCCO").

A Lift Plan shall be submitted on all critical lifts and should be completed and submitted for review and acceptance, with the exception of emergency lifts, 72 hours, prior to lift.

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A critical lift plan is required for the following lifts:

- a) Lift is  $\geq 75\%$  of the cranes rated capacity as determined by the load chart
- b) Two or more cranes involved in the lift or adjacent to each other
- c) Hoisting personnel
- d) Lift from floating platform, barge, or vessel
- e) Any lift where boom intersects within 20 feet of monorail
- f) Any lift deemed critical by the Owner
- g) Any lift where boom intersects within 25 feet of a populated area

A critical lift plan should include a Pre-Lift Crane Data Worksheet, step-by-step work instructions, a list of all personnel involved and their assignments, and a diagram of the lift and swing area. A 3-D plan or comparable CAD rendering is preferable. A rigging plan is required to be submitted for critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water's edge, Ground Bearing Pressures ("GBP") for each outrigger (below the crane mats) must be submitted with the lift plan.

The use of a crane to hoist personnel is prohibited except where it can be demonstrated that conventional means of reaching the work area (scaffold, ladders, aerial lifts, etc.) would be more hazardous or is not possible due to worksite conditions. Hoisting personnel shall comply with all parts of 29 CFR 1926.1431.

The crane hook or other part of the load line may be used as an anchor for a personal fall arrest system where all of the following requirements are met:

- a) Approved by a qualified person
- b) Equipment operator must be at the worksite
- c) No load is suspended from the load line when the personal fall arrest system is anchored to it or the hook.

Tag lines must be used for all lifts to control the load unless the use of a tag line is deemed unsafe or unfeasible. The decision to not use a tag line must be included in the lift plan and accepted by the Owner.

All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing. Any contact with anything associated with these systems must be reported immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems.

Barricades and notices should be used to prevent people from entering the fall zone (the area where the load will land if dropped). No one is allowed to be under a suspended load, with the exception of steel workers working in accordance with 29 CFR 1926.753(d).

In congested areas where barriers are not feasible, an audible signal (horn, whistles, etc.) must precede each lift to alert nearby personnel working in the proximity of the crane that the lift is in progress. Evening lifts may use alternative signaling methods in lieu of audible signals, if requested.

The qualified signal person shall be the only person signaling the crane operator; however, anyone can signal a stop if there is a perceived emergency situation.

**XV. HEAVY EQUIPMENT OPERATIONS**

The operator must not wear earbuds or headphones while operating heavy equipment. These devices may create a distraction and may prevent the operator from hearing important sounds in the work area (e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

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Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment ("PPE") which may include safety glasses, hearing or respiratory protection. When exiting the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator
- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

The equipment shall be operated at a safe speed. Equipment inspections shall be documented and available upon request.

Check the area for overhead utility lines to ensure the equipment will remain at least 10 feet away from the lines at all times.

Avoid backing up the equipment unless it is absolutely necessary. Attempt to always travel forward if possible. Backing up the equipment usually does not present a clear field of view.

Never allow an individual to ride on running boards or any other part of the equipment. Only the operator should be on the equipment.

Maintain three points of contact when exiting or entering the vehicle.

Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab.

Remove keys from unattended vehicles.

Always park the vehicle on level ground. Lower buckets, shovels, dippers, etc. and set the parking brake.

## **XVI. DIVING OPERATIONS**

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)
- c) Information regarding personnel involved, including the Designated Person in Charge ("DPIC"), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection.
- f) Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces

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- g) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- h) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

Activities, equipment or processes in the area of operation that may interfere with the dive or that pose a safety hazard to dive team members shall require that proper controls be developed, documented and implemented to ensure the dive area is secured from such hazards impeding and/or entering the area.

A diver-carried reserve breathing supply that meets the emergency air volume requirements for the dive profile with a separate first and second stage regulator shall be provided to each diver for all diving operations.

**XVII. RCES POWER OUTAGE SCHEDULING REQUIREMENTS FOR CONTRACTORS**

Contractors shall provide a minimum three (3) week construction planning schedule to Reedy Creek Energy Services ("RCES") Project Management on a weekly basis identifying all anticipated work including utility outages.

- a) A minimum seven (7) day notice will be required for scheduling utility outages to facilitate construction.
- b) Any contractor concern with available work duration window and expected task list shall be discussed with RCES Project Management before scheduling the utility outage.
- c) All utility outages shall be coordinated with the property owner impacted.
- d) Dates and utility outage duration shall be agreed upon between contractors, customers, RCES Project Management and RCES Electrical Operations.
- e) Contractors will be notified by RCES Project Management whether the requested utility outage schedule is approved or denied.
- f) In the event the scheduled utility outages need to be canceled due to weather, emergencies or customer requests, contractors will be notified, and contractors shall provide revised project schedule coordinating with RCES Project Management to plan for future power outages.

END OF SPECIAL CONTRACT CONDITIONS

**End of Exhibit B**



## DISTRICT TRASH REMOVAL LOG

Document monthly totals of debris collected along roadway being maintained.

[illegible]

Exhibit D - Mowing Log



CONTRACT NUMBER: \_\_\_\_\_

Canal & Stormwater Pond Mowing Log

Date	Location of Mowing	Date Mowed	Comments/Notes to District

**Exhibit E - CFTOD Resolution 518 Fertilizer**

**RESOLUTION NO. 518**

A RESOLUTION OF THE REEDY CREEK IMPROVEMENT DISTRICT, FLORIDA, RELATING TO THE APPLICATION OF FERTILIZER AND MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATTER; PROVIDING FOR DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR FERTILIZER CONTENT AND APPLICATION RATES; PROVIDING FOR APPLICATION PRACTICES; PROVIDING FOR FERTILIZER FREE ZONES; PROVIDING FOR LOW MAINTENANCE ZONES; PROVIDING FOR MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATTER; PROVIDING FOR EXEMPTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Reedy Creek Improvement District, a political subdivision of the State of Florida ("District") hereby consents to and takes the following actions and adopts the following Resolution (collectively, "Resolution") in accordance with Chapter 67-764, Laws of Florida (the "Charter") and the applicable provisions of Chapter 298, Florida Statutes.

WHEREAS, the governing body of the Reedy Creek Improvement District has determined that the use of fertilizers on lands within the District creates a risk to contributing to adverse effects on surface and or ground water as a result of impairment to the District's surface waters caused by excessive nutrients, or as a result of increasing levels of nitrogen in the surface and/or ground water within the aquifers or springs within the District; and

WHEREAS, the Florida Watershed Restoration Act (403.067 F.S.) and the NPDES municipal stormwater permitting program require local governments to reduce pollution loads discharged from their stormwater management systems to better protect and restore surface and ground waters; and

WHEREAS, the Reedy Creek Improvement District recognizes the need for the protection of water as a natural resource; and

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the Board of Supervisors of the Reedy Creek Improvement District, on this 26<sup>th</sup> day of January, 2011, as follows:

**Exhibit E - CFTOD Resolution 518 Fertilizer**

**SECTION ONE: Purpose and Intent.** This Resolution regulates the proper use of fertilizers by any applicator; specifies allowable fertilizer application rates and methods, fertilizer free zones, low maintenance zones, and exemptions. The Resolution requires the use of Best Management Practices which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on the Reedy Creek Improvement District's natural and constructed stormwater conveyances, rivers, creeks, canals, springs, lakes and other water bodies. Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of the District's residents and landowners and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizers, will help improve and maintain water and habitat quality.

**SECTION TWO: Definitions.** The following terms shall have the meanings set forth in this section unless the context clearly indicates otherwise.

- a. *Application* or *Apply* means the actual physical deposit of fertilizer to turf or landscape plants.
- b. *Applicator* means any Person who applies fertilizer on turf and/or landscape plants.
- c. *Best Management Practices* means turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality and protecting natural resources.
- d. *Fertilize, Fertilizing, or Fertilization* means the act of applying fertilizer to turf, specialized turf, or landscape plants.
- e. *Fertilizer* means any substance or mixture of substances, except pesticide/fertilizer mixtures such as "weed and feed" products, that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichments, or provides other corrective measures to the soil.

**Exhibit E - CFTOD Resolution 518 Fertilizer**

- f. *Guaranteed Analysis* means the percentage of plant nutrients or measure of neutralizing capability claimed to be present in a fertilizer.
- g. *Landscape Plant* means any native or exotic tree, shrub, or ground cover (excluding turf).
- h. *Low Maintenance Zone* means an area a minimum of ten (10) feet wide adjacent to the top of slope of any water course which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.
- i. *Person* means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.
- j. *Turf, Sod, or Lawn* means a piece of grass-covered soil held together by the root of the grass.

SECTION THREE: Applicability. This Resolution shall be applicable to and shall regulate any and all applications of fertilizer and areas of application of fertilizer and the management of grass clippings and vegetative matter within the area of the Reedy Creek Improvement District, unless such applicator is specifically exempted by the terms of this Resolution from the regulatory provisions of this Resolution.

SECTION FOUR: Fertilizer Content and Application Rates.

- a. Fertilizers applied to turf and/or landscape plants within the Reedy Creek Improvement District shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code; however, no fertilizers containing phosphorus shall be applied to turf or landscape plants within the District.
- b. Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in (a) above unless a soil or tissue deficiency has been verified by an approved test submitted to the RCID Environmental Lab for review and approval.

SECTION FIVE: Application Practices.

- a. Spreader deflector shields are required when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer



**Exhibit E - CFTOD Resolution 518 Fertilizer**

granules are deflected away from all impervious surfaces, fertilizer-free zones and water bodies, including wetlands.

- b. Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.
- c. Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed.
- d. Fertilizer released on any impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.
- e. In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or water bodies.

**SECTION SIX: Fertilizer Free Zones.** Fertilizer shall not be applied along the side slopes and within ten (10) feet of the top of slope of any pond, stream, water course, lake, or canal, or within ten (10) feet of the landward edge of any wetland or wetland buffer or the top of a seawall.

**SECTION SEVEN: Low Maintenance Zones.** A low maintenance zone shall be required along the side slopes and within ten (10) feet of the top of slope of any pond, stream, water course, lake, or canal, or within ten (10) feet of the landward edge of any wetland or wetland buffer, or the top of a seawall that is planted and managed in order to alleviate the need for watering and fertilization and to minimize the need for mowing, etc. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. Care should be taken to prevent over-spray of aquatic weed products in this zone.

**SECTION EIGHT: Management of Grass Clippings and Vegetative Matter.** No mowed or cut vegetative material should be deposited or left remaining in the low maintenance zones in a manner that would allow such material to be deposited in the water. In no case shall grass clippings, vegetative materials, and/or vegetative debris either intentionally or accidentally, be washed, swept, or blown off into stormwater drains, ditches, conveyances, water bodies, wetlands, sidewalks or roadways.

**SECTION NINE: Exemptions.** Rule 5E-1.003(2)(d), F.A.C. contains the following provisions for golf courses and athletic fields. As such, no additional specific requirements are included for these types of urban turf. The appropriate Best Management Practices listed below must be followed on such sites for nutrient

**Exhibit E - CFTOD Resolution 518 Fertilizer**


management activities; however golf courses and athletic fields shall not be exempt from fertilizer free zone and low maintenance zone requirements. Fertilizers labeled for sports turf at golf courses and athletic fields shall:

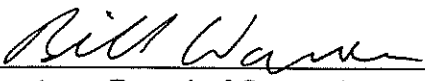
- a. Have directions for use not to exceed rates recommended in the document titled SL191 "Recommendations for N, O, K and Mg for Golf Course and Athletic Field Fertilization Based on Mehlich 1 Extraction", dated March 2007, which is hereby adopted and incorporated by reference into this rule. Copies may be obtained from the Soil and Water Science Department, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida, Gainesville, FL 32611 or the following website: <http://edis.ifas.ufl.edu/SS404>.
- b. Have directions for use in accordance with the recommendations in "Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses", published by the Florida Department of Environmental Protection, dated January 2007. Copies may be downloaded from <http://www.dep.state.fl.us/water/nonpoint/pub.htm>.

**SECTION TEN: Severability.** This Resolution and the various parts, sections, subsections and clauses thereof, are hereby declared to be severable. If any part, sentence, paragraph, subsection, section or clause is adjudged unconstitutional or invalid, it is hereby provided that the remainder of the Resolution shall not be affected thereby. If any part, sentence, paragraph, subsection, section or clause be adjudged unconstitutional or invalid as applied to a particular property, it is hereby provided that the application of such portion of the Resolution to other property shall not be affected hereby.

**Exhibit E - CFTOD Resolution 518 Fertilizer**

SECTION ELEVEN: Effective Date. This Resolution shall become effective immediately upon final passage and adoption.

  
\_\_\_\_\_  
Vice President, Board of Supervisors

 1/27/11  
\_\_\_\_\_  
Secretary, Board of Supervisors

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# **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

## **BOARD OF SUPERVISORS REPORT 8.1 & 8.2**

**Board Meeting Date: 09/12/2025**

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Subject: Tentative Budget presentation of General Fund and Debt Service Fund for Fiscal Year 2026

Presented By: Susan Higginbotham

Department: Finance

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**STAFF RECOMMENDATION** (Motion Ready): Tentative Budget presentation of General Fund and Debt Service Fund for Fiscal Year 2026

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**BACKGROUND:** The District prepares an Annual Budget for the General Fund and Debt Service Funds which are primarily funded by Ad Valorem taxes.

The Budget Workshop was held in August in preparation for the Tentative and Final Budget hearings in September. The new fiscal year begins on October 1, 2025. Establishing an Annual Budget allows the District to plan for use of public funds which are used to provide public services and facilities to meet the tax payers needs.

Discussions will include the millage rate along with the budgeted revenues, expenditures, and ending Fund Balances.

The Tentative Budget includes a millage rate of 12.4236 mills, with budgeted total Revenues of \$220,154,765 and total Expenditures of \$231,722,721.

### **SUPPORT MATERIALS:**

FY2026 Tentative Budget General Fund and Debt Service Fund

**RESOLUTION NO. 675**

**A RESOLUTION OF THE CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT ADOPTING THE TENTATIVE MILLAGE  
RATE FOR THE LEVYING OF AD VALOREM TAXES FOR  
FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Central Florida Tourism Oversight District intends to adopt the FY2026 tentative millage rate of 12.4236 mills; and

**WHEREAS**, Section 200.065(c), Florida Statutes requires that a resolution adopting a tentative millage rate be approved by the taxing authority at a public hearing; and

**WHEREAS**, the gross taxable value for operating purposes not exempt from taxation has been certified by the County Property Appraisers to Central Florida Tourism Oversight District as \$ 17,793,735,768; and

**WHEREAS**, the Central Florida Tourism Oversight District has, in accordance with Section 200.065, Florida Statutes,

1. Held a public hearing on September 12, 2025 for the purpose of adopting a tentative millage rate and budget for Fiscal Year 2026.

**NOW, THEREFORE BE IT RESOLVED**, that the Central Florida Tourism Oversight District, through its Board of Supervisors, hereby adopts a tentative operating millage rate of 8.5836 mills for FY 2026, which is 2.13% more than the rolled-back rate of 8.4046 mills, computed pursuant to Florida Statutes 200.065; and

**BE IT FURTHER RESOLVED**, that the Central Florida Tourism Oversight District, through its Board of Supervisors, hereby levies a debt service millage rate of 3.84 mills for FY 2026, for a proposed total millage rate of 12.4236 mills for FY 2026.

**BE IT FURTHER RESOLVED** by the Board of Supervisors of the Central Florida Tourism Oversight District assembled in regular session this 12th day of September 2025 that this Resolution will take effect immediately.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

---

Alexis Yarbrough  
Chair of the Board of Supervisors

ATTEST:

---

S.C. Kopelousos  
District Administrator



**RESOLUTION NO. 676**

**A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A TENTATIVE BUDGET FOR FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Central Florida Tourism Oversight District intends to adopt the FY2026 tentative budget; and

**WHEREAS**, Section 200.065(c), Florida Statutes requires that a resolution adopting a tentative budget be approved by the taxing authority at a public hearing; and

**WHEREAS**, the Central Florida Tourism Oversight District set forth the appropriations and revenue estimate for the Tentative Budget for Fiscal Year 2026 in the amount of \$280,312,280; and

**WHEREAS**, the Central Florida Oversight District has, in accordance with Section 200.065, Florida Statutes,

1. Held a public hearing on September 12, 2025 for the purpose of adopting a tentative millage rate and budget.

**NOW, THEREFORE BE IT RESOLVED**, that the Central Florida Tourism Oversight District, through its Board of Supervisors, hereby adopts the tentative budget for FY 2026 in the amount of \$280,312,280.

**BE IT FURTHER RESOLVED** by the Board of Supervisors of the Central Florida Tourism Oversight District assembled in regular session this 12th day of September 2025 that this Resolution will take effect immediately upon its adoption.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

---

Alexis Yarbrough  
Chair of the Board of Supervisors

ATTEST:

---

S.C. Kopelousos  
District Administrator

Published Daily in  
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

**Sold To:**

Central Florida Tourism Oversight District - CU00123330  
PO Box 690519  
Orlando, FL 32869

**Bill To:**

Central Florida Tourism Oversight District - CU00123330  
PO Box 690519  
Orlando, FL 32869

**State Of Florida  
County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal  
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Aug 29, 2025.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

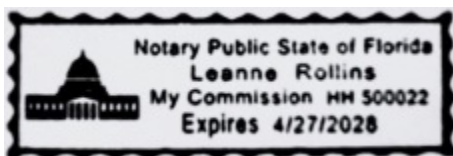
**Rose Williams**

Name of Affiant

Sworn to and subscribed before me on this 30 day of August, 2025,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

## NOTICE OF PUBLIC MEETING

YOU WILL PLEASE TAKE NOTICE on September 12, 2025, at 5:05 p.m., or as soon thereafter as practicable, the Board of Supervisors of the Central Florida Tourism Oversight District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time and in addition to other business on the agenda, the Board of Supervisors will conduct a reading and public hearing on and consider for adoption: Resolution No. 675, A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING THE TENTATIVE MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE; and Resolution No. 676, A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A TENTATIVE BUDGET FOR FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE; and Resolution No. 677, A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A TENTATIVE UTILITY BUDGET FOR FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE. Interested parties may appear at the public meeting and hearing to be heard with respect to the proposed resolutions. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at such meeting or hearing, a record of the proceedings will be necessary, and for such purpose, it is that person's responsibility to ensure that a verbatim record and transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with a disability who wishes to attend or participate in a public meeting. In accordance with the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires an accommodation, including an auxiliary aid or service for effective communication, to participate in the meeting should contact the District Clerk at (407) 934-7480, or [www.oversightdistrict.org](http://www.oversightdistrict.org), no later than 1 business day before the scheduled meeting to ensure that the District has sufficient time to accommodate the request. Resolution Nos. 675, 676 and 677 are available for public inspection and copying at the District offices at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. Please contact the District Clerk at (407) 934-7480, or [www.oversightdistrict.org](http://www.oversightdistrict.org), for further information.

By: Alycia M. Mills, District Clerk  
Central Florida Tourism Oversight  
District

August 29th, 2025 7860856

7860856



**TENTATIVE  
GENERAL AND DEBT SERVICE FUNDS  
FISCAL YEAR 2026**

	<b>FY 2025 BUDGET</b>	<b>FY 2025 PROJECTED ACTUAL</b>	<b>FY 2026 BUDGET</b>
<b>REVENUES</b>			
1 Ad valorem taxes	205,228,870	204,066,635	212,219,765
2 Interest Income	1,250,000	2,347,115	1,600,000
3 Permits & fees	5,750,000	5,723,245	6,000,000
4 Lab fees	125,000	135,890	135,000
5 Other	200,000	125,700	200,000
Total revenues	212,553,870	212,398,585	220,154,765
<b>OPERATING EXPENDITURES</b>			
6 Labor	76,035,939	74,865,238	84,544,519
7 Other Expense	69,743,492	59,674,090	76,370,435
8 Capital Outlay	5,966,270	4,879,554	5,834,104
Total operating expenditures	151,745,701	139,418,882	166,749,058
<b>NET OPERATING EXCESS (DEFICIENCY)</b>	60,808,169	72,979,703	53,405,707
<b>NON-OPERATING SOURCES AND USES</b>			
9 Transfer in from Drainage Reserve	(3,430,000)	(300,000)	(5,485,000)
10 Debt Service	66,533,196	66,527,844	66,326,041
11 Property Appraiser Settlements	-	1,369,000	-
12 Tax Collector Fees	1,128,759	1,089,792	1,167,209
13 Insurance	2,750,000	2,724,949	2,965,414
Net non-operating sources and uses	66,981,955	71,411,585	64,973,663
Total expenditures	218,727,656	210,830,467	231,722,721
<b>NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(6,173,786)	1,568,118	(11,567,956)
<b>BEGINNING FUND BALANCE</b>	47,908,353	58,589,397	60,157,515
<b>ENDING FUND BALANCE</b>	41,734,567	60,157,515	48,589,559
<b>MILLAGE RATE</b>			
General Operating	8.9130	8.9130	8.5836
Debt Service	4.1700	4.1700	3.8400
Total millage rate	13.0830	13.0830	12.4236
<b>TOTAL CFTOD ASSESSED VALUE</b>	16,340,294,525	16,344,490,541	17,793,735,768
		1 MILL =	17,081,986

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
ANNUAL BUDGET  
FISCAL YEAR 2026**

	GENERAL FUND			DEBT SERVICE FUND			TOTAL		
	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
<b>REVENUES</b>									
1 Ad valorem taxes	139,815,403	138,917,182	146,624,938	65,413,467	65,149,453	65,594,827	205,228,870	204,066,635	212,219,765
2 Interest Income	725,000	1,780,115	950,000	525,000	567,000	650,000	1,250,000	2,347,115	1,600,000
3 Permits & fees	5,750,000	5,723,245	6,000,000	-	-	-	5,750,000	5,723,245	6,000,000
4 Lab fees	125,000	135,890	135,000	-	-	-	125,000	135,890	135,000
5 Other	200,000	125,700	200,000	-	-	-	200,000	125,700	200,000
Total revenues	146,615,403	146,682,132	153,909,938	65,938,467	65,716,453	66,244,827	212,553,870	212,398,585	220,154,765
<b>OPERATING EXPENDITURES</b>									
6 Labor	76,035,939	74,865,238	84,544,519	-	-	-	76,035,939	74,865,238	84,544,519
7 Other Expense	69,743,492	59,674,090	76,370,435	-	-	-	69,743,492	59,674,090	76,370,435
8 Capital Outlay	5,966,270	4,879,554	5,834,104	-	-	-	5,966,270	4,879,554	5,834,104
Total operating expenditures	151,745,701	139,418,882	166,749,058	-	-	-	151,745,701	139,418,882	166,749,058
<b>NET OPERATING EXCESS (DEFICIENCY)</b>	(5,130,298)	7,263,250	(12,839,120)	65,938,467	65,716,453	66,244,827	60,808,169	72,979,703	53,405,707
<b>NON-OPERATING SOURCES AND USES AND USES</b>									
9 Debt Service	-	-	-	66,533,196	66,527,844	66,326,041	66,533,196	66,527,844	66,326,041
10 Drainage reserves	(3,430,000)	(300,000)	(5,485,000)	-	-	-	(3,430,000)	(300,000)	(5,485,000)
11 Property Appraiser Settlements	-	1,369,000	-	-	-	-	-	1,369,000	-
12 Tax Collector Fees	768,985	764,045	806,437	359,774	325,747	360,772	1,128,759	1,089,792	1,167,209
13 Insurance	2,750,000	2,724,949	2,965,414	-	-	-	2,750,000	2,724,949	2,965,414
Net non-operating sources and uses	88,985	4,557,994	(1,713,149)	66,892,971	66,853,591	66,686,812	66,981,955	71,411,585	64,973,663
Total expenditures	151,834,686	143,976,876	165,035,909	66,892,971	66,853,591	66,686,812	218,727,656	210,830,467	231,722,721
<b>NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(5,219,283)	2,705,256	(11,125,971)	(954,504)	(1,137,138)	(441,985)	(6,173,786)	1,568,118	(11,567,956)
<b>BEGINNING FUND BALANCE</b>	44,975,597	54,808,590	57,513,846	2,932,756	3,780,807	2,643,669	47,908,353	58,589,397	60,157,515
<b>ENDING FUND BALANCE</b>	39,756,314	57,513,846	46,387,875	1,978,252	2,643,669	2,201,684	41,734,567	60,157,515	48,589,559
<b>MILLAGE RATE</b>									
General Operating	8.9130	8.9130	8.5836	-	-	-	8.9130	8.9130	8.5836
Debt Service	-	-	-	4.1700	4.1700	3.8400	4.1700	4.1700	3.8400
Total millage rate	8.9130	8.9130	8.5836	4.1700	4.1700	3.8400	13.0830	13.0830	12.4236
<b>TOTAL CFTOD ASSESSED VALUE</b>									
								1 MILL =	17,081,986
<b>PERSONNEL</b>									
Management	52	52	50	-	-	-	52	52	50
Clerical	16	16	15	-	-	-	16	16	15
Departmental operating	350	350	359	-	-	-	350	350	359
Other Funding Sources	10	10	11	-	-	-	10	10	11
Total personnel	428	428	435	-	-	-	428	428	435



**ANNUAL BUDGET  
GENERAL FUND  
FISCAL YEAR 2026**

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
<b>REVENUES</b>			
1 Ad valorem taxes	139,815,403	138,917,182	146,624,938
2 Interest Income	725,000	1,780,115	950,000
3 Permits & fees	5,750,000	5,723,245	6,000,000
4 Lab fees	125,000	135,890	135,000
5 Other	200,000	125,700	200,000
Total revenues	146,615,403	146,682,132	153,909,938
<b>OPERATING EXPENDITURES</b>			
6 Labor	76,035,939	74,865,238	84,544,519
7 Other Expense	69,743,492	59,674,090	76,370,435
8 Capital Outlay	5,966,270	4,879,554	5,834,104
Total operating expenditures	151,745,701	139,418,882	166,749,058
<b>NET OPERATING EXCESS (DEFICIENCY)</b>	(5,130,298)	7,263,250	(12,839,120)
<b>NON-OPERATING SOURCES AND USES</b>			
9 Drainage reserves	(3,430,000)	(300,000)	(5,485,000)
10 Property Appraiser Settlements	-	1,369,000	-
11 Tax collector fees	768,985	764,045	806,437
12 Insurance	2,750,000	2,724,949	2,965,414
Net non-operating sources and uses	88,985	4,557,994	(1,713,149)
Total expenditures	151,834,686	143,976,876	165,035,909
<b>NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(5,219,283)	2,705,256	(11,125,971)
<b>BEGINNING FUND BALANCE</b>	44,975,597	54,808,590	57,513,846
<b>ENDING FUND BALANCE</b>	39,756,314	57,513,846	46,387,875
<b>ENDING FUND BALANCE DETAIL</b>			
13 Committed for Prop Appr Settlements	6,500,000	5,131,000	7,500,000
14 Assigned for Emerg Repairs & Maint	2,000,000	1,712,000	2,000,000
15 Assigned for Certain Equipment Purchases	2,984,540	991,924	2,395,000
16 Fund Balance Minimum	25,210,950	25,210,950	27,791,510
17 Available Fund Balance	3,060,824	24,467,972	6,701,366
<b>ENDING FUND BALANCE</b>	39,756,314	57,513,846	46,387,875
<b>MILLAGE RATE</b>			
General Operating	8.9130	8.9130	8.5836
<b>TOTAL CFTOD ASSESSED VALUE</b>	16,340,294,525	16,344,490,541	17,793,735,768
		1 MILL =	17,081,986
<b>PERSONNEL</b>			
Management	52	52	50
Clerical	16	16	15
Departmental operating	350	350	359
Other Funding Sources	10	10	11
Total personnel	428	428	435

**ANNUAL BUDGET  
DEBT SERVICE FUND  
FISCAL YEAR 2026**

	<b>FY 2025 BUDGET</b>	<b>FY 2025 PROJECTED ACTUAL</b>	<b>FY 2026 BUDGET</b>
<b>REVENUES</b>			
1 Ad valorem taxes	65,413,467	65,149,453	65,594,827
2 Interest Income	525,000	567,000	650,000
	<u>65,938,467</u>	<u>65,716,453</u>	<u>66,244,827</u>
<b>NON-OPERATING TRANSFERS AND EXPENDITURES</b>			
Debt Service			
3 2015-A	7,586,250	7,586,250	-
4 2016-A	9,826,500	9,826,500	17,408,750
5 2017-A	15,411,200	15,411,200	15,411,700
6 2020-A	25,692,346	25,692,346	25,692,340
7 2024-A	8,000,000	7,995,048	7,795,750
Other Debt Service Costs	16,900	16,500	17,500
Total non-operating transfers and expenditures	<u>66,533,196</u>	<u>66,527,844</u>	<u>66,326,040</u>
<b>NON-OPERATING SOURCES AND USES</b>			
8 Tax Collector Fees	359,774	325,747	360,772
Total expenditures	<u>66,892,971</u>	<u>66,853,591</u>	<u>66,686,812</u>
<b>NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(954,504)	(1,137,138)	(441,985)
<b>BEGINNING FUND BALANCE</b>	2,932,756	3,780,807	2,643,669
<b>ENDING FUND BALANCE</b>	<u>1,978,252</u>	<u>2,643,669</u>	<u>2,201,684</u>
<b>ENDING BUND BALANCE DETAIL</b>			
Fund Balance Minimum	1,000,000	1,000,000	1,000,000
Available Fund Balance	<u>978,252</u>	<u>1,643,669</u>	<u>1,201,684</u>
<b>ENDING FUND BALANCE</b>	<u>1,978,252</u>	<u>2,643,669</u>	<u>2,201,684</u>
<b>MILLAGE RATE</b>			
Debt Service	4.1700	4.1700	3.8400
<b>TOTAL CFTOD ASSESSED VALUE</b>	16,340,294,525	16,344,490,541	17,793,735,768
		1 MILL =	17,081,986

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
FY 2026 BUDGET SUMMARY**

ANNUAL BUDGET	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
<b>LABOR</b>			
1 Management	13,703,572	13,594,684	14,001,769
2 Clerical	1,326,258	1,235,945	1,581,190
3 Departmental operating	60,006,109	59,034,609	67,961,560
4 OPEB Contribution	1,000,000	1,000,000	1,000,000
Total labor	76,035,939	74,865,238	84,544,519
<b>OTHER EXPENDITURES</b>			
5 Advertising	20,000	15,540	15,000
6 Dues & subscriptions	81,640	60,122	79,345
7 Equipment rentals	510,649	493,106	595,450
8 Gas, oil & accessories	391,420	390,629	394,050
9 Licenses & permits	23,211	22,856	33,190
10 Office mat'l & supplies	52,500	45,591	50,300
11 Operating supplies	4,749,960	3,827,932	4,259,573
12 Outside services & fees	20,182,700	18,498,958	20,216,254
13 Postage	8,700	6,417	9,750
14 Professional services	7,405,725	5,010,732	8,073,050
15 Community Outreach	145,000	44,302	118,620
16 Repairs & maintenance	31,741,042	26,990,736	38,483,203
17 Telephone	560,700	546,835	568,500
18 Training & Professional Education	1,510,245	1,385,256	1,254,350
19 Utilities	1,606,500	1,588,460	1,621,300
20 Uniforms	753,500	746,618	598,500
Total other expenditures	69,743,492	59,674,090	76,370,435
<b>CAPITAL OUTLAY</b>	5,966,270	4,879,554	5,834,104
<b>TOTAL OPERATING EXPENDITURES</b>	151,745,701	139,418,882	166,749,058
<b>PERSONNEL</b>			
Management	52	52	50
Clerical	16	16	15
Departmental operating	350	350	359
Other Funding Sources	10	10	11
Total personnel	428	428	435

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
FY 2025 BUDGETED EXPENDITURES**

	<u>ADMIN</u>	<u>LEGAL</u>	<u>FINANCE</u>	<u>HUMAN RESOURCES</u>	<u>BLDG &amp; SAFETY</u>	<u>FIRE DEPT</u>	<u>ENVIRON SERVICES</u>	<u>TECHNOLOGY SERVICES</u>	<u>CONTRACTS &amp; PROCUREMENT</u>	<u>FACILITIES OPER &amp; MAINT</u>	<u>DRAINAGE</u>	<u>PUBLIC WORKS</u>	<u>SECURITY &amp; EMERG MGMT</u>	<u>PUBLIC AFFAIRS</u>	<u>TOTAL</u>
<b>ANNUAL BUDGET</b>															
Management	1,371,644	492,120	382,541	263,604	492,106	7,314,736	679,198	397,561	47,003	560,885	-	1,127,705	327,492	246,976	13,703,572
Clerical	-		215,225	86,666	676,589	86,396	86,396	-	-	79,545	-	95,441	-	-	1,326,258
Departmental operating	144,859	154,488	776,555	881,566	5,467,696	39,366,390	3,789,649	2,137,296	574,528	1,251,229	-	5,029,396	133,680	298,777	60,006,109
OPEB Contribution	9,000	2,000	28,000	18,000	103,000	571,000	-	32,000	18,000	55,000	-	148,000	5,000	11,000	1,000,000
Total labor	1,525,503	648,608	1,402,321	1,249,836	6,739,391	47,338,522	4,555,243	2,566,857	639,531	1,946,659	-	6,400,542	466,172	556,753	76,035,939
<b>OTHER EXPENSE</b>															
Advertising	10,000		-	10,000	-	-	-	-	-	-	-	-	-	-	20,000
Dues & subscriptions	6,500	6,000	3,000	10,475	17,000	10,300	1,500	6,525	3,500	2,500	-	11,100	-	3,240	81,640
Equipment rentals	7,500		-	-	-	26,700	3,800	100,000	-	363,249	-	9,400	-	-	510,649
Gas, oil & accessories	-		-	-	-	-	-	-	-	391,420	-	-	-	-	391,420
Licenses & permits	-		-	-	5,000	250	12,221	-	-	-	-	5,740	-	-	23,211
Office mat'l & supplies	5,000		1,300	2,500	7,000	10,000	9,000	2,500	2,000	3,500	-	9,250	-	450	52,500
Operating supplies	6,500		4,000	50,000	88,500	1,213,600	1,865,337	388,000	6,000	847,923	115,000	118,500	44,000	2,600	4,749,960
Outside services & fees	95,440		144,000	187,500	120,000	156,500	177,317	102,000	-	7,631,198	310,000	8,828,370	2,383,075	47,300	20,182,700
Postage	4,000		500	350	500	1,500	1,100	150	600	-	-	-	-	-	8,700
Professional services	445,000	2,575,000	146,000	-	50,000	-	-	1,063,125	-	-	-	3,126,600	-	-	7,405,725
Community Outreach	25,000		-	-	-	-	-	-	111,000	-	-	-	-	9,000	145,000
Repairs & maintenance	-		-	-	-	1,175,208	119,000	3,531,500	-	4,826,734	4,980,000	17,108,600	-	-	31,741,042
Telephone	-		-	-	-	-	-	560,700	-	-	-	-	-	-	560,700
Training & Professional Education	404,500	3,500	8,200	317,100	70,625	526,720	31,750	75,750	4,000	20,125	-	35,425	6,750	5,800	1,510,245
Utilities	115,000		-	-	-	175,000	90,000	-	-	766,500	-	460,000	-	-	1,606,500
Uniforms	-		-	-	-	700,000	-	-	-	53,500	-	-	-	-	753,500
Total other expenditures	1,124,440	2,584,500	307,000	577,925	358,625	3,995,778	2,311,025	5,830,252	127,100	14,906,649	5,405,000	29,712,985	2,433,825	68,390	69,743,492
<b>CAPITAL OUTLAY</b>															
	-	-	-	-	-	4,112,870	46,000	1,067,400	-	740,000	-	-	-	-	5,966,270
<b>TOTAL DEPARTMENT</b>	2,649,943	3,233,108	1,709,321	1,827,761	7,098,016	55,447,170	6,912,268	9,464,507	766,631	17,593,308	5,405,000	36,113,527	2,899,997	625,143	151,745,701
<b>PERSONNEL</b>															
Management	3	1	1	1	2	30	3	1	1	3	-	4	1	1	52
Clerical			3	1	7	1	1	-		1	-	1	-	1	16
Departmental operating	1		4	6	36	214	30	13	4	7	-	33	1	1	350
Other Funding Sources	-		4	-	-	-	-	-	2	4	-	-		-	10
Total personnel	4	1	12	8	45	245	34	14	7	15	-	38	2	3	428

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**FY 2025 PROJECTED ACTUAL**

	<u>ADMIN</u>	<u>LEGAL</u>	<u>FINANCE</u>	<u>HUMAN RESOURCES</u>	<u>BLDG &amp; SAFETY</u>	<u>FIRE DEPT</u>	<u>ENVIRON SERVICES</u>	<u>TECHNOLOGY SERVICES</u>	<u>CONTRACTS &amp; PROCUREMENT</u>	<u>FACILITIES OPER &amp; MAINT</u>	<u>DRAINAGE</u>	<u>PUBLIC WORKS</u>	<u>SECURITY &amp; EMERG MGMT</u>	<u>PUBLIC AFFAIRS</u>	<u>TOTAL</u>
<b>ANNUAL BUDGET</b>															
Management	1,364,425	490,847	382,247	268,511	491,660	7,239,370	669,243	393,309	45,917	552,543	-	1,114,091	317,966	264,555	13,594,684
Clerical	-		214,468	79,324	599,523	85,582	87,842	-	-	76,924	-	92,282	-	-	1,235,945
Departmental operating	143,463		708,745	807,484	5,332,037	39,526,219	3,780,240	1,909,585	486,342	1,227,887	-	4,863,529	129,078	120,000	59,034,609
OPEB Contribution	9,000	2,000	28,000	18,000	103,000	571,000	-	32,000	18,000	55,000	-	148,000	5,000	11,000	1,000,000
Total labor	1,516,888	492,847	1,333,460	1,173,319	6,526,220	47,422,171	4,537,325	2,334,894	550,259	1,912,354	-	6,217,902	452,044	395,555	74,865,238
<b>OTHER EXPENSE</b>															
Advertising	5,890		-	9,650	-	-	-	-	-	-	-	-	-	-	15,540
Dues & subscriptions	2,483	5,823	1,873	5,391	15,772	8,369	1,413	4,070	1,467	3,139	-	8,978	-	1,344	60,122
Equipment rentals	7,507		-	-	-	18,245	3,496	94,318	-	363,235	-	6,305	-	-	493,106
Gas, oil & accessories	-		-	-	-	-	-	-	-	390,629	-	-	-	-	390,629
Licenses & permits	-		-	-	4,670	225	12,221	-	-	-	-	5,740	-	-	22,856
Office mat'l & supplies	2,864		1,253	1,190	6,918	8,447	8,577	1,630	1,695	3,294	-	9,686	-	37	45,591
Operating supplies	2,058		4,313	49,490	38,449	1,204,071	1,055,267	377,268	4,652	841,577	106,524	103,762	39,448	1,053	3,827,932
Outside services & fees	45,678		131,288	188,803	134,338	155,852	176,536	95,160	-	7,615,411	308,844	7,238,999	2,366,015	42,034	18,498,958
Postage	3,108		200	379	470	755	1,023	116	366	-	-	-	-	-	6,417
Professional services	250,000	1,554,553	133,073	-	45,161	-	-	1,059,817	-	-	-	1,968,128	-	-	5,010,732
Community Outreach	-		-	-	-	-	-	-	44,302	-	-	-	-	-	44,302
Repairs & maintenance	-		-	-	-	1,150,192	118,805	3,513,955	-	4,349,990	2,650,633	15,207,161	-	-	26,990,736
Telephone	-		-	-	-	-	-	546,835	-	-	-	-	-	-	546,835
Training & Professional Education	403,594		4,797	261,825	67,190	509,639	29,207	70,876	3,418	15,707	-	18,760	-	243	1,385,256
Utilities	106,676	1,800	-	-	-	174,089	85,350	-	-	761,930	-	455,863	2,752	-	1,588,460
Uniforms	-		-	-	-	697,030	-	-	-	49,588	-	-	-	-	746,618
Total other expenditures	829,858	1,562,176	276,797	516,728	312,968	3,926,914	1,491,895	5,764,045	55,900	14,394,500	3,066,001	25,023,382	2,408,215	44,711	59,674,090
<b>CAPITAL OUTLAY</b>	-	-	-	-	-	3,304,970	44,100	803,984	-	726,500	-	-	-	-	4,879,554
<b>TOTAL DEPARTMENT</b>	2,346,746	2,055,023	1,610,257	1,690,047	6,839,188	54,654,055	6,073,320	8,902,923	606,159	17,033,354	3,066,001	31,241,284	2,860,259	440,266	139,418,882
<b>PERSONNEL</b>															
Management	3	1	1	1	2	30	3	1	1	3	-	4	1	1	52
Clerical			3	1	7	1	1	-		1	-	1	-	1	16
Departmental operating	1	1	4	6	36	214	30	13	4	7	-	33	1		350
Other Funding Sources	-		4	-	-	-	-	-	2	4	-	-		-	10
Total personnel	4	2	12	8	45	245	34	14	7	15	-	38	2	2	428

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
FY 2026 BUDGETED EXPENDITURES**

	<u>ADMIN</u>	<u>LEGAL</u>	<u>FINANCE</u>	<u>HUMAN RESOURCES</u>	<u>BLDG &amp; SAFETY</u>	<u>FIRE DEPT</u>	<u>ENVIRON SERVICES</u>	<u>TECHNOLOGY SERVICES</u>	<u>CONTRACTS &amp; PROCUREMENT</u>	<u>FACILITIES OPER &amp; MAINT</u>	<u>DRAINAGE</u>	<u>PUBLIC WORKS</u>	<u>SECURITY &amp; EMERG MGMT</u>	<u>TOTAL</u>
<b>ANNUAL BUDGET</b>														
Management	1,556,296	509,467	408,362	282,788	529,150	7,502,770	714,536	417,290	50,432	462,342	-	1,222,800	345,536	14,001,769
Clerical	126,607	-	257,536	97,138	730,397	99,596	99,600	-	-	68,433	-	101,883	-	1,581,190
Departmental operating	152,952	152,658	970,729	1,015,116	6,743,643	44,911,305	4,021,191	2,312,337	448,330	1,480,180	-	5,608,699	144,420	67,961,560
OPEB Contribution	9,000	5,000	28,000	18,000	116,000	570,000	75,000	32,000	16,000	42,000	-	84,000	5,000	1,000,000
Total labor	1,844,855	667,125	1,664,627	1,413,042	8,119,190	53,083,671	4,910,327	2,761,627	514,762	2,052,955	-	7,017,382	494,956	84,544,519
<b>OTHER EXPENSE</b>														
Advertising	10,000	-	-	5,000	-	-	-	-	-	-	-	-	-	15,000
Dues & subscriptions	7,750	6,000	4,000	6,240	17,000	10,300	1,700	6,525	3,500	2,500	-	12,950	880	79,345
Equipment rentals	8,250	-	-	-	-	28,700	4,100	77,500	-	470,000	-	6,900	-	595,450
Gas, oil & accessories	-	-	-	-	-	-	-	-	-	394,050	-	-	-	394,050
Licenses & permits	-	-	-	-	7,000	250	20,200	-	-	-	-	5,740	-	33,190
Office mat'l & supplies	5,000	-	1,800	2,500	7,000	10,000	9,000	2,500	2,000	3,500	-	7,000	-	50,300
Operating supplies	6,500	-	5,000	32,000	114,000	1,392,850	1,135,500	443,400	7,000	844,823	115,000	118,500	45,000	4,259,573
Outside services & fees	143,240	-	144,000	185,200	150,000	337,500	172,832	173,740	-	7,941,448	465,000	8,320,500	2,182,794	20,216,254
Postage	4,500	-	500	500	500	1,500	1,100	150	1,000	-	-	-	-	9,750
Professional services	550,000	2,195,000	232,750	36,000	50,000	-	-	1,226,000	-	-	-	3,783,300	-	8,073,050
Community Outreach	25,000	-	-	-	-	-	-	-	93,620	-	-	-	-	118,620
Repairs & maintenance	-	-	-	-	-	1,320,362	141,200	3,878,650	-	4,956,991	7,140,000	21,046,000	-	38,483,203
Telephone	-	-	-	-	-	-	-	568,500	-	-	-	-	-	568,500
Training & Professional Education	18,500	3,750	8,200	263,100	155,700	599,345	31,535	76,325	24,000	19,600	-	48,845	5,450	1,254,350
Utilities	115,000	-	-	-	-	180,000	90,000	-	-	776,300	-	460,000	-	1,621,300
Uniforms	-	-	-	-	-	545,000	-	-	-	53,500	-	-	-	598,500
Total other expenditures	893,740	2,204,750	396,250	530,540	501,200	4,425,807	1,607,167	6,453,290	131,120	15,462,712	7,720,000	33,809,735	2,234,124	76,370,435
<b>CAPITAL OUTLAY</b>	-	-	-	-	-	3,768,677	136,500	877,927	-	1,051,000	-	-	-	5,834,104
<b>TOTAL DEPARTMENT</b>	<b>2,738,595</b>	<b>2,871,875</b>	<b>2,060,877</b>	<b>1,943,582</b>	<b>8,620,390</b>	<b>61,278,155</b>	<b>6,653,994</b>	<b>10,092,844</b>	<b>645,882</b>	<b>18,566,667</b>	<b>7,720,000</b>	<b>40,827,117</b>	<b>2,729,080</b>	<b>166,749,058</b>
<b>PERSONNEL</b>														
Management	3	1	1	1	2	30	3	1	1	2	-	4	1	50
Clerical	-	-	3	1	7	1	1	-	-	1	-	1	-	15
Departmental operating	1	1	4	6	40	218	30	13	4	8	-	33	1	359
Other Funding Sources	-	-	4	-	-	-	-	-	2	5	-	-	-	11
Total personnel	4	2	12	8	49	249	34	14	7	16	-	38	2	435



## ADMINISTRATION

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	1,371,644	1,364,425	1,556,296
2 Clerical	-	-	126,607
3 Departmental operating	144,859	143,463	152,952
4 OPEB contribution	9,000	9,000	9,000
	<u>1,525,503</u>	<u>1,516,888</u>	<u>1,844,855</u>
Total labor	1,525,503	1,516,888	1,844,855
OTHER EXPENDITURES			
5 Advertising	10,000	5,890	10,000
6 Dues & Subscriptions	6,500	2,483	7,750
7 Equipment rentals	7,500	7,507	8,250
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	5,000	2,864	5,000
11 Operating supplies	6,500	2,058	6,500
12 Outside services & fees	95,440	45,678	143,240
13 Postage	4,000	3,108	4,500
14 Professional services	445,000	250,000	550,000
15 Community Outreach	25,000	-	25,000
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	404,500	403,594	18,500
19 Utilities	115,000	106,676	115,000
20 Uniforms	-	-	-
	<u>1,124,440</u>	<u>829,858</u>	<u>893,740</u>
Total other expenditures	1,124,440	829,858	893,740
CAPITAL OUTLAY			
	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL DEPARTMENT	<u>2,649,943</u>	<u>2,346,746</u>	<u>2,738,595</u>
PERSONNEL			
Management	3	3	3
Clerical			
Departmental operating	1	1	1
Total personnel	4	4	4

## CONTRACTS & PROCUREMENT

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
<b>LABOR</b>			
1 Management	47,003	45,917	50,432
2 Clerical	-	-	-
3 Departmental operating	574,528	486,342	448,330
4 OPEB Contribution	18,000	18,000	16,000
	<hr/>	<hr/>	<hr/>
Total labor	639,531	550,259	514,762
<b>OTHER EXPENDITURES</b>			
5 Advertising	-	-	-
6 Dues & Subscriptions	3,500	1,467	3,500
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	2,000	1,695	2,000
11 Operating supplies	6,000	4,652	7,000
12 Outside services & fees	-	-	-
13 Postage	600	366	1,000
14 Professional services	-	-	-
15 Community Outreach	111,000	44,302	93,620
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	4,000	3,418	24,000
19 Utilities	-	-	-
20 Uniforms	-	-	-
	<hr/>	<hr/>	<hr/>
Total other expenditures	127,100	55,900	131,120
<b>CAPITAL OUTLAY</b>			
	<hr/>	<hr/>	<hr/>
TOTAL DEPARTMENT	<hr/> <u>766,631</u>	<hr/> <u>606,159</u>	<hr/> <u>645,882</u>
<b>PERSONNEL</b>			
Management	1	1	1
Clerical			
Departmental operating	4	4	4
Other Funding Sources	2	2	2
	<hr/>	<hr/>	<hr/>
Total personnel	7	7	7

## SECURITY & EMERGENCY MGMT

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	327,492	317,966	345,536
2 Clerical	-	-	-
3 Departmental operating	133,680	129,078	144,420
4 OPEB contribution	5,000	5,000	5,000
	<hr/>	<hr/>	<hr/>
Total labor	466,172	452,044	494,956
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	-	-	880
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	-	-	-
11 Operating supplies	44,000	39,448	45,000
12 Outside services & fees	2,383,075	2,366,015	2,182,794
13 Postage	-	-	-
14 Professional services	-	-	-
15 Community Outreach	-	-	-
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	6,750	2,752	5,450
19 Utilities	-	-	-
20 Uniforms	-	-	-
	<hr/>	<hr/>	<hr/>
Total other expenditures	2,433,825	2,408,215	2,234,124
CAPITAL OUTLAY			
	<hr/>	<hr/>	<hr/>
TOTAL DEPARTMENT	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
	2,899,997	2,860,259	2,729,080
PERSONNEL			
Management	1	1	1
Clerical			
Departmental operating	1	1	1
Total personnel	2	2	2

## FINANCE

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	382,541	382,247	408,362
2 Clerical	215,225	214,468	257,536
3 Departmental operating	776,555	708,745	970,729
4 OPEB contribution	28,000	28,000	28,000
Total labor	1,402,321	1,333,460	1,664,627
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	3,000	1,873	4,000
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	1,300	1,253	1,800
11 Operating supplies	4,000	4,313	5,000
12 Outside services & fees	144,000	131,288	144,000
13 Postage	500	200	500
14 Professional services	146,000	133,073	232,750
15 Community Outreach	-	-	-
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	8,200	4,797	8,200
19 Utilities	-	-	-
20 Uniforms	-	-	-
Total other expenditures	307,000	276,797	396,250
CAPITAL OUTLAY	-	-	-
TOTAL DEPARTMENT	1,709,321	1,610,257	2,060,877
PERSONNEL			
Management	1	1	1
Clerical	3	3	3
Departmental operating	4	4	4
Other Funding Sources	4	4	4
Total personnel	12	12	12

## TECHNOLOGY SERVICES

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	397,561	393,309	417,290
2 Clerical	-	-	-
3 Departmental operating	2,137,296	1,909,585	2,312,337
4 OPEB contribution	32,000	32,000	32,000
Total labor	2,566,857	2,334,894	2,761,627
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	6,525	4,070	6,525
7 Equipment rentals	100,000	94,318	77,500
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	2,500	1,630	2,500
11 Operating supplies	388,000	377,268	443,400
12 Outside services & fees	102,000	95,160	173,740
13 Postage	150	116	150
14 Professional services	1,063,125	1,059,817	1,226,000
15 Community Outreach	-	-	-
16 Repair & maintenance	3,531,500	3,513,955	3,878,650
17 Telephone	560,700	546,835	568,500
18 Training & Professional Education	75,750	70,876	76,325
19 Utilities	-	-	-
20 Uniforms	-	-	-
Total other expenditures	5,830,250	5,764,045	6,453,290
CAPITAL OUTLAY	1,067,400	803,984	877,927
TOTAL DEPARTMENT	9,464,507	8,902,923	10,092,844
PERSONNEL			
Management	1	1	1
Clerical	-	-	-
Departmental operating	13	13	13
Total personnel	14	14	14

## HUMAN RESOURCES

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	263,604	268,511	282,788
2 Clerical	86,666	79,324	97,138
3 Departmental operating	881,566	807,484	1,015,116
4 OPEB contribution	18,000	18,000	18,000
Total labor	1,249,836	1,173,319	1,413,042
OTHER EXPENDITURES			
5 Advertising	10,000	9,650	5,000
6 Dues & Subscriptions	10,475	5,391	6,240
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	2,500	1,190	2,500
11 Operating supplies	50,000	49,490	32,000
12 Outside services & fees	187,500	188,803	185,200
13 Postage	350	379	500
14 Professional services	-	-	36,000
15 Community Outreach	-	-	-
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	317,100	261,825	263,100
19 Utilities	-	-	-
20 Uniforms	-	-	-
Total other expenditures	577,925	516,728	530,540
CAPITAL OUTLAY	-	-	-
TOTAL DEPARTMENT	1,827,761	1,690,047	1,943,582
PERSONNEL			
Management	1	1	1
Clerical	1	1	1
Departmental operating	6	6	6
Total personnel	8	8	8



## PUBLIC AFFAIRS

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	246,976	264,555	-
2 Clerical	-	-	-
3 Departmental operating	298,777	120,000	-
4 OPEB contribution	11,000	11,000	-
Total labor	556,753	395,555	-
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	3,240	1,344	-
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	450	37	-
11 Operating supplies	2,600	1,053	-
12 Outside services & fees	47,300	42,034	-
13 Postage	-	-	-
14 Professional services	-	-	-
15 Community Outreach	9,000	-	-
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	5,800	243	-
19 Utilities	-	-	-
20 Uniforms	-	-	-
Total other expenditures	68,390	44,711	-
CAPITAL OUTLAY	-	-	-
TOTAL DEPARTMENT	625,143	440,266	-
PERSONNEL			
Management	1	1	
Clerical	1	1	
Departmental operating	1		
Total personnel	3	2	

## DISTRICT COUNSEL

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	492,120	490,847	509,467
2 Clerical	-	-	-
3 Departmental operating	154,488	123,838	152,658
4 OPEB contribution	<u>2,000</u>	<u>2,000</u>	<u>5,000</u>
Total labor	648,608	616,685	667,125
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	6,000	5,823	6,000
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	-	-	-
11 Operating supplies	-	-	-
12 Outside services & fees	-	-	-
13 Postage	-	-	-
14 Professional services	2,575,000	1,554,553	2,195,000
15 Community Outreach	-	-	-
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	3,500	1,800	3,750
19 Utilities	-	-	-
20 Uniforms	<u>-</u>	<u>-</u>	<u>-</u>
Total other expenditures	2,584,500	1,562,176	2,204,750
CAPITAL OUTLAY	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL DEPARTMENT	<u><u>3,233,108</u></u>	<u><u>2,178,861</u></u>	<u><u>2,871,875</u></u>
PERSONNEL			
Management	1	1	1
Clerical			
Departmental operating		1	1
Other Funding Sources			
Total personnel	1	2	2

## BUILDING AND SAFETY

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	492,106	491,660	529,150
2 Clerical	676,589	599,523	730,397
3 Departmental operating	5,467,696	5,332,037	6,743,643
4 OPEB contribution	103,000	103,000	116,000
Total labor	6,739,391	6,526,220	8,119,190
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	17,000	15,772	17,000
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	5,000	4,670	7,000
10 Office mat'l & supplies	7,000	6,918	7,000
11 Operating supplies	88,500	38,449	114,000
12 Outside services & fees	120,000	134,338	150,000
13 Postage	500	470	500
14 Professional services	50,000	45,161	50,000
15 Community Outreach	-	-	-
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	70,625	67,190	155,700
19 Utilities	-	-	-
20 Uniforms	-	-	-
Total other expenditures	358,625	312,968	501,200
CAPITAL OUTLAY	-	-	-
TOTAL DEPARTMENT	7,098,016	6,839,188	8,620,390
PERSONNEL			
Management	2	2	2
Clerical	7	7	7
Departmental operating	36	36	40
Total personnel	45	45	49

## FIRE DEPARTMENT

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	7,314,737	7,239,370	7,502,770
2 Clerical	86,396	85,582	99,596
3 Departmental operating	39,366,390	39,526,219	44,911,305
4 OPEB Contribution	571,000	571,000	570,000
Total labor	47,338,523	47,422,171	53,083,671
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	10,300	8,369	10,300
7 Equipment rentals	26,700	18,245	28,700
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	250	225	250
10 Office mat'l & supplies	10,000	8,447	10,000
11 Operating supplies	1,213,600	1,204,071	1,392,850
12 Outside services & fees	156,500	155,852	337,500
13 Postage	1,500	755	1,500
14 Professional services	-	-	-
15 Community Outreach	-	-	-
16 Repair & maintenance	1,175,208	1,150,192	1,320,362
17 Telephone	-	-	-
18 Training & Professional Education	526,720	509,639	599,345
19 Utilities	175,000	174,089	180,000
20 Uniforms	700,000	697,030	545,000
Total other expenditures	3,995,778	3,926,914	4,425,807
CAPITAL OUTLAY	4,112,870	3,304,970	3,768,677
TOTAL DEPARTMENT	55,447,171	54,654,055	61,278,155
PERSONNEL			
Management	30	30	30
Clerical	1	1	1
Departmental operating	214	214	218
Total personnel	245	245	249

## ENVIRONMENTAL SCIENCES

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	679,198	669,243	714,536
2 Clerical	86,396	87,842	99,600
3 Departmental operating	3,789,649	3,780,240	4,021,191
4 OPEB contribution	-	-	75,000
Total labor	4,555,243	4,537,325	4,910,327
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	1,500	1,413	1,700
7 Equipment rentals	3,800	3,496	4,100
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	12,221	12,221	20,200
10 Office mat'l & supplies	9,000	8,577	9,000
11 Operating supplies	1,865,337	1,055,267	1,135,500
12 Outside services & fees	177,317	176,536	172,832
13 Postage	1,100	1,023	1,100
14 Professional services	-	-	-
15 Community Outreach	-	-	-
16 Repair & maintenance	119,000	118,805	141,200
17 Telephone	-	-	-
18 Training & Professional Education	31,750	29,207	31,535
19 Utilities	90,000	85,350	90,000
20 Uniforms	-	-	-
Total other expenditures	2,311,025	1,491,895	1,607,167
CAPITAL OUTLAY	46,000	44,100	136,500
TOTAL DEPARTMENT	6,912,268	6,073,320	6,653,994
PERSONNEL			
Management	3	3	3
Clerical	1	1	1
Departmental operating	30	30	30
Total personnel	34	34	34

## FACILITIES OPERATIONS & MAINTENANCE

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	560,885	552,543	462,342
2 Clerical	79,545	76,924	68,433
3 Departmental operating	1,251,229	1,227,887	1,480,180
4 OPEB contribution	<u>55,000</u>	<u>55,000</u>	<u>42,000</u>
Total labor	1,946,659	1,912,354	2,052,955
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	2,500	3,139	2,500
7 Equipment rentals	363,249	363,235	470,000
8 Gas, oil & accessories	391,420	390,629	394,050
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	3,500	3,294	3,500
11 Operating supplies	847,923	841,577	844,823
12 Outside services & fees	7,631,198	7,615,411	7,941,448
13 Postage	-	-	-
14 Professional services	-	-	-
15 Community Outreach	-	-	-
16 Repair & maintenance	4,826,734	4,349,990	4,956,991
17 Telephone	-	-	-
18 Training & Professional Education	20,125	15,707	19,600
19 Utilities	766,500	761,930	776,300
20 Uniforms	<u>53,500</u>	<u>49,588</u>	<u>53,500</u>
Total other expenditures	14,906,649	14,394,500	15,462,712
CAPITAL OUTLAY	<u>740,000</u>	<u>726,500</u>	<u>1,051,000</u>
TOTAL DEPARTMENT	<u><u>17,593,308</u></u>	<u><u>17,033,354</u></u>	<u><u>18,566,667</u></u>
PERSONNEL			
Management	3	3	2
Clerical	1	1	1
Departmental operating	7	7	8
Other Funding Sources	4	4	5
Total personnel	15	15	16



## DRAINAGE

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	-	-	-
2 Clerical	-	-	-
3 Departmental operating	-	-	-
4 Opeb Contribution	-	-	-
Total labor	-	-	-
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	-	-	-
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	-	-	-
11 Operating supplies	115,000	106,524	115,000
12 Outside services & fees	310,000	308,844	465,000
13 Postage	-	-	-
14 Professional services	-	-	-
15 Community Outreach	-	-	-
16 Repair & maintenance	4,980,000	2,650,633	7,140,000
17 Telephone	-	-	-
18 Training & Professional Education	-	-	-
19 Utilities	-	-	-
20 Uniforms	-	-	-
Total other expenditures	5,405,000	3,066,001	7,720,000
CAPITAL OUTLAY	-	-	-
TOTAL DEPARTMENT	5,405,000	3,066,001	7,720,000
PERSONNEL			
Management	-	-	-
Clerical	-	-	-
Departmental operating	-	-	-
Total personnel	-	-	-

## PUBLIC WORKS

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	1,127,705	1,114,091	1,222,800
2 Clerical	95,441	92,282	101,883
3 Departmental operating	5,029,396	4,863,529	5,608,699
4 OPEB Contribution	<u>148,000</u>	<u>148,000</u>	<u>84,000</u>
Total labor	6,400,542	6,217,902	7,017,382
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	11,100	8,978	12,950
7 Equipment rentals	9,400	6,305	6,900
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	5,740	5,740	5,740
10 Office mat'l & supplies	9,250	9,686	7,000
11 Operating supplies	118,500	103,762	118,500
12 Outside services & fees	8,828,370	7,238,999	8,320,500
13 Postage	-	-	-
14 Professional services	3,126,600	1,968,128	3,783,300
15 Community Outreach	-	-	-
16 Repair & maintenance	17,108,600	15,207,161	21,046,000
17 Telephone	-	-	-
18 Training & Professional Education	35,425	18,760	48,845
19 Utilities	460,000	455,863	460,000
20 Uniforms	<u>-</u>	<u>-</u>	<u>-</u>
Total other expenditures	29,712,985	25,023,382	33,809,735
CAPITAL OUTLAY	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL DEPARTMENT	<u><u>36,113,527</u></u>	<u><u>31,241,284</u></u>	<u><u>40,827,117</u></u>
PERSONNEL			
Management	4	4	4
Clerical	1	1	1
Departmental operating	33	33	33
Total personnel	38	38	38

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 8.3

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Board Meeting Date: 09/12/2025

Presented By: Christine Ferraro

Department: Utilities

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**STAFF REPORT:** Budget Workshop Presentation of Utilities Budget and Utilities Rates for Fiscal Year 2026

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**BACKGROUND:** Annually, RCES prepares a Utilities Budget and Utilities Rate recommendation for Board consideration during the Budget Workshop. This proposal details expenses by utility and an individual utility rate to generate revenue sufficient to cover expenses.

The Budget Workshop is held each August in preparation for the Tentative and Final Budget hearings in September. The new fiscal year begins on October 1, 2025. Establishing an Annual Budget allows the District to establish the corresponding utility rates and a plan to provide utility services to District customers in an efficient and reliably manner.

Discussions will include forecasted utility expenses, fuel over-collection, reserve collection and individual utility rate recommendations.

The Budget Workshop will present an overall utility rate increase of 1.7% with budgeted utility costs of \$227.8M, adjustments to revenue of \$11.3M, and \$216.5M collected through fiscal year 2026 utility rates.

**SUPPORT MATERIALS:**

FY2026 CFTOD Utility Budget and Rates Workshop.pdf

**RESOLUTION NO. 677**

**A RESOLUTION OF THE CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT ADOPTING A TENTATIVE UTILITY  
BUDGET FOR FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE  
DATE.**

**WHEREAS**, the Central Florida Tourism Oversight District intends to adopt the FY2026 tentative utility budget; and

**WHEREAS**, Section 200.065(c), Florida Statutes requires that a resolution adopting a tentative budget be approved by the taxing authority at a public hearing; and

**WHEREAS**, the Central Florida Tourism Oversight District has set forth the appropriations and revenue estimate for the Tentative Utility Budget for Fiscal Year 2026 in the amount of \$245,151,166.00; and

**WHEREAS**, the Central Florida Oversight District has, in accordance with Section 200.065, Florida Statutes,

1. Held a public hearing on September 12, 2025, for the purpose of adopting a tentative utility budget.

**NOW, THEREFORE BE IT RESOLVED**, that the Central Florida Tourism Oversight District, through its Board of Supervisors, hereby adopts the tentative utility budget for FY 2026.

**BE IT FURTHER RESOLVED** by the Board of Supervisors of the Central Florida Tourism Oversight District assembled in regular session this 12th day of September 2025 that this Resolution will take effect immediately upon its adoption.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

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Alexis Yarbrough  
Chair of the Board of Supervisors

ATTEST:

---

S.C. Kopelousos  
District Administrator

Published Daily in  
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

**Sold To:**

Central Florida Tourism Oversight District - CU00123330  
PO Box 690519  
Orlando, FL 32869

**Bill To:**

Central Florida Tourism Oversight District - CU00123330  
PO Box 690519  
Orlando, FL 32869

**State Of Florida  
County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal  
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Aug 29, 2025.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

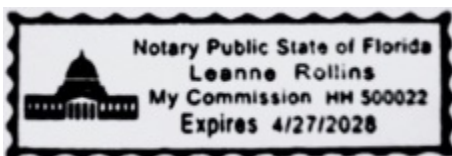
**Rose Williams**

Name of Affiant

Sworn to and subscribed before me on this 30 day of August, 2025,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

## NOTICE OF PUBLIC MEETING

YOU WILL PLEASE TAKE NOTICE on September 12, 2025, at 5:05 p.m., or as soon thereafter as practicable, the Board of Supervisors of the Central Florida Tourism Oversight District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time and in addition to other business on the agenda, the Board of Supervisors will conduct a reading and public hearing on and consider for adoption: Resolution No. 675, A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING THE TENTATIVE MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE; and Resolution No. 676, A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A TENTATIVE BUDGET FOR FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE; and Resolution No. 677, A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A TENTATIVE UTILITY BUDGET FOR FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE. Interested parties may appear at the public meeting and hearing to be heard with respect to the proposed resolutions. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at such meeting or hearing, a record of the proceedings will be necessary, and for such purpose, it is that person's responsibility to ensure that a verbatim record and transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with a disability who wishes to attend or participate in a public meeting. In accordance with the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires an accommodation, including an auxiliary aid or service for effective communication, to participate in the meeting should contact the District Clerk at (407) 934-7480, or [www.oversightdistrict.org](http://www.oversightdistrict.org), no later than 1 business day before the scheduled meeting to ensure that the District has sufficient time to accommodate the request. Resolution Nos. 675, 676 and 677 are available for public inspection and copying at the District offices at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. Please contact the District Clerk at (407) 934-7480, or [www.oversightdistrict.org](http://www.oversightdistrict.org), for further information.

By: Alycia M. Mills, District Clerk  
Central Florida Tourism Oversight District  
August 29th, 2025 7860856

7860856