



CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, NOVEMBER 10, 2025 - 6:30 PM

CITY HALL - COMMISSION CHAMBERS

1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Roll Call
Invocation
Pledge of Allegiance
Agenda Changes

AWARDS AND PRESENTATIONS

100. Presentation from Raftelis: Update on Utility Rate Study

INFORMATIONAL AGENDA

200. Not Used

PUBLIC INPUT

Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.

CONSENT AGENDA

300. Approval of Resolution 2025-21: Final Budget Amendment
[Resolution_2025-21_Year_End_Budget_Amendment.pdf](#)
301. Extension Request - MTH Development, LLC (Living Life Independent Living Facility)
Substantial Commencement of Vertical Construction of Buildings
[MTH Development LLC \(Living Life ILF\) Development Agreement - 2023 09 12.pdf](#)
[MTH Development LLC City Commision Extension Request.pdf](#)
[MTH Development LLC Sitework Permit Amco Rescind Letter.pdf](#)
302. Approval of Purchase for IT Department
303. 2026 City of Winter Springs Community Events Calendar
[CITY OF WINTER SPRINGS 2026 CITY EVENTS & PROGRAMS Final.pdf](#)
304. Police Station Safe Room Grant Funding Modification for Extension
[4673-063-R MOD #1 - For Sub-Recipient Signature - \(10-16-25\).pdf](#)
305. Approval of the Minutes: Monday, October 27, 2025 City Commission Regular Meeting
[2025 10 27 City Commission Regular Meeting Minutes.pdf](#)

PUBLIC HEARINGS AGENDA

Pursuant to F.S. § 286.0115, if the mayor or any city commissioner receives and/or sends ex parte communications regarding any application filed with the city, the mayor or any city commissioner must publicly disclose such communications before or during the hearing at which a vote is taken on the quasi-judicial matter, so that persons who have opinions contrary to those expressed in the ex parte communications are

given a reasonable opportunity to refute or respond to the communications.

- 400. First Reading of Ordinance 2025-15: Providing for a Referendum and Ballot Language for the November 3, 2026 General Election Proposing Amendments to the City Charter.
[Ordinance 2025-15 Charter Referendum re Mayor and Single-Member Districts.pdf](#)
- 401. First Reading of Ordinance 2025-16: Amending Allowable Expenditures of Tree Bank Funds
[Ordinance 2025-16 Amending Tree Bank.pdf](#)

REGULAR AGENDA

- 500. Consideration of Fee Waiver for the Wesley Seth Foundation Event
[Special Event Application.pdf](#)
- 501. State Revolving Fund Loan Application for East Waste Water Facility Replacement Construction
[Resolution NO. 2025-22 Loan Authorization East Wastewater Treatment Plant.pdf](#)
[CWSRF Point Source Loan Application_12.11.25.pdf](#)
- 502. Matters Related to Boards and Committees
- 503. New Business

REPORTS

- 600. City Manager Kevin A. Sweet
- 601. City Attorney Anthony A. Garganese
- 602. City Clerk Christian Gowan
- 603. Mayor Kevin McCann
- 604. Seat One Commissioner Paul Diaz
- 605. Seat Two Commissioner Victoria Bruce
- 606. Seat Three Commissioner Sarah Baker
- 607. Seat Four Commissioner/Deputy Mayor Cade Resnick
- 608. Seat Five Commissioner Mark Caruso

PUBLIC INPUT

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ADJOURNMENT

PUBLIC NOTICE

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in

attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes*.

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based" - per Section 286.0105 *Florida Statutes*.



CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | NOVEMBER 10, 2025 REGULAR MEETING

TITLE

Approval of Resolution 2025-21: Final Budget Amendment

SUMMARY

The City Manager is requesting that the City Commission consider the approval of Resolution 2025-21 amending the Fiscal Year 2024-2025 Budget.

The City Charter provides the Commission may amend the budget by resolution. Only those funds requiring budget adjustments are included therein. The agenda item is needed to amend the budget for those funds which vary from the originally adopted budget.

The majority of the amendments are necessary for one of the following reasons:

- accrual of revenues and expenses in the appropriate fiscal year
- variations between budgeted (estimated) and actual revenues and expenditures
- 2024-2025 agenda items with fiscal impact

Part of the normal course of operations at fiscal year-end is the accrual of revenues and expenses. The accruals are necessary for aligning revenues and expenses with the fiscal period to which they relate. It is also typical for some variances between actual and budgeted expenses and revenues to require budget adjustments. Furthermore, over the course of the fiscal year various agenda items are approved by the Commission. In some cases, those approved agenda items lack specific language to amend the expenditure budget or the appropriation to or from fund balance. This resolution formalizes the fiscal impact of those actions.

Shown in Attachment 1 are the final budgeted fund balances for all funds requiring amendment for the 2024-2025 fiscal year. Please note these are budgeted figures only, not to be confused with audited financial statements which will be available by the end of March 2026. State statute requires that the final budget amendment be formalized by November 29, 2025 [Section 166.241 F.S.].

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission approve Resolution 2025-21, the Fiscal Year 2025 Final Budget Amendment, as presented.

RESOLUTION 2025-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 BUDGET; PROVIDING FOR SEVERABILITY, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, AND AN EFFECTIVE DATE.

WHEREAS, Section 7.05 of the City Charter provides that the annual City budget may be amended by Resolution duly adopted by the Commission; and

WHEREAS, the City Commission of the City of Winter Springs deems that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Winter Springs.

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

Section 1. **Incorporation of Recitals.** The foregoing recitals are deemed true and correct and are hereby fully incorporated by this reference.

Section 2. That the Fiscal Year 2024-2025 City Budgets are amended as provided in Attachment 1 hereto.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida.

RESOLVED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 10th day of November, 2025.

ATTEST:

KEVIN McCANN, Mayor

CHRISTIAN GOWAN, City Clerk

**Approved as to legal form and sufficiency for
the City of Winter Springs only:**

ANTHONY A. GARGANESE, City Attorney

Attachment 1 - Budget Amendment Detail

Resolution 2025-21

General Fund

Funds not included in this summary do not require a budget amendment

HELPFUL TOOLS: Fiscal Year 2024-2025 Original Budget as approved by City Commission on 9/23/24 Public Hearing 401.

	Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance
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General Fund #001:**As approved by City Commission on 9/23/24. Public Hearing Item 401:**

10/1/24 Budgeted Beginning Fund Balance	\$9,085,506	\$2,832,135	\$11,917,641
FY 2025 Budgeted Appropriation TO (FROM) Fund Balance	(\$2,034,400)		
9/30/25 Budgeted Ending Fund Balance	\$7,051,106		

Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials	\$2,832,135
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Revenue Neutral:Grants/Donations:

FDLE Jag Grant (21)	\$17,227	Res 2025-06
Increase Machinery & Equipment (21)	(\$17,227)	Res 2025-06
FMIT Safety Grant (21)	\$6,000	Res 2025-06
Increase Small Tools (21)	(\$6,000)	Res 2025-06
Energy Efficiency Grant Voucher Program (00)	\$74,520	Res 2025-06
AC Replacements Approved by Voucher Program Consent 305 10.28.24 (16)	(\$74,520)	Res 2025-06
Increase Gen Fund Revenues (Electricity Utility Tax (00), Investment Earnings (00), Auction Proceeds (00), and Street Lighting (41)	\$1,000,000	
Increase Transfer to Stormwater from General Fund (19)	(\$1,000,000)	

\$0Community Events:

Recognize revenue budget - Winter Wonderland	\$22,020	Res 2025-06
Establish expenditure budget - Winter Wonderland (7400)	(\$22,020)	Res 2025-06
Recognize revenue budget - Hometown Harvest	\$16,500	Res 2025-06
Establish expenditure budget - Hometown Harvest (7400)	(\$16,500)	Res 2025-06
Recognize revenue budget - Celebration of Freedom	\$47,640	Res 2025-06
Establish expenditure budget - Celebration of Freedom (7400)	(\$47,640)	Res 2025-06
Recognize revenue budget - Spring Festival	\$5,220	Res 2025-01
Establish expenditure budget - Spring Festival (7400)	(\$5,220)	Res 2025-01

\$0Inter-departmental transfers:**Other:**

Inter-departmental transfer FROM Dep't 15 (1520) Comm Dev - Vehicle Replacement	(\$52,000)	Res 2025-06
Inter-departmental transfer FROM Dep't 16 (1935) Facilities - Vehicle Replacement	(\$50,000)	Res 2025-06
Inter-departmental transfer FROM Dep't 72 Parks - Vehicle Replacement	(\$50,000)	Res 2025-06
Inter-departmental transfer TO Dep't 41 Public Works - Vehicle Replacement (4110) Adjusted after fleet review	\$152,000	Res 2025-06
Inter-departmental transfer TO Dep't 12 Exec & Leg - Y/E Compliance (1200)	\$25,000	
Inter-departmental transfer FROM Dep't 13 Finance - Y/E Compliance (1300)	(\$80,000)	
Inter-departmental transfer TO Dep't 13 Finance - Y/E Compliance (1360)	\$40,000	
Inter-departmental transfer FROM Dep't 15 Devo Svcs - Y/E Compliance (1500-1530)	(\$650,000)	
Inter-departmental transfer FROM Dep't 16 Info Svcs - Y/E Compliance (1315-1935)	(\$476,000)	
Inter-departmental transfer TO Dep't 19 Gen Gov't - Y/E Compliance (1400-1900)	\$2,100,000	
Inter-departmental transfer FROM Dep't 21 PD - Y/E Compliance (2100-2140)	(\$660,000)	
Inter-departmental transfer FROM Dep't 41 Public Works - Y/E Compliance (1940-4110)	(\$224,000)	
Inter-departmental transfer FROM Dep't 72 Parks - Y/E Compliance (7200-7250)	(\$75,000)	

\$0**Fiscal Year 2024 Purchase Order/Budget Rollovers:**

Increase Parks Consulting Rollover PO for CWP Master Plan (72)	(\$123,324)	Res 2025-01
Increase Gen Government (19) /Finance (13) Consulting Rollover PO for Hurricane Ian Closeout	(\$40,000)	Res 2025-01

(\$163,324)

Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	(\$163,324)
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REVISED 9/30/25 Budgeted Ending Fund Balance**\$9,719,917**

Attachment 1 - Budget Amendment Detail

Resolution 2025-21

Other Governmental Funds

HELPFUL TOOLS: Fiscal Year 2024-2025 Original Budget as approved by City Commission on 9/23/24 Public Hearing 401.

	Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance
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Police Education Fund #101**As approved by City Commission on 9/23/24. Public Hearing Item 401:**

10/1/24 Budgeted Beginning Fund Balance	\$17,567	\$12,295	\$29,862
FY 2025 Budgeted Appropriation TO (FROM) Fund Balance	(\$2,240)		
9/30/25 Budgeted Ending Fund Balance	\$15,327		

Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials	\$12,295
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Traffic Revenue	\$24,974	Res 2025-06
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Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	\$37,269
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REVISED 9/30/25 Budgeted Ending Fund Balance	\$52,596
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Special Law Enforcement Fund - Local #102**As approved by City Commission on 9/23/24. Public Hearing Item 401:**

10/1/24 Budgeted Beginning Fund Balance	\$26,157	\$8,487	\$34,644
FY 2025 Budgeted Appropriation TO (FROM) Fund Balance	(\$13,130)		
9/30/25 Budgeted Ending Fund Balance	\$13,027		

Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials	\$8,487
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Increase in Confiscation Revenue	\$8,108	Res 2025-06
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Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	\$16,595
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REVISED 9/30/25 Budgeted Ending Fund Balance	\$29,622
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Road Improvement (Infrastructure Surtax)Fund #121**As approved by City Commission on 9/23/24. Public Hearing Item 401:**

10/1/24 Budgeted Beginning Fund Balance	\$8,098,998	\$1,740,385	\$9,839,383
FY 2025 Budgeted Appropriation TO (FROM) Fund Balance	(\$2,675,000)		
9/30/25 Budgeted Ending Fund Balance	\$5,423,998		

Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials	\$1,740,385
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Discretionary Sales Surtax Revenue 3rd Gen (Additional Over Budgeted Amount - Real)	\$370,000	Res 2025-06
Discretionary Sales Surtax Revenue 4th Gen (Not Budgeted at time of Adoption - Real)	\$708,000	Res 2025-06
Discretionary Sales Surtax Revenue 4th Gen (Not Budgeted at time of Adoption - Estimated)	\$892,000	Res 2025-06
Federal Grant Revenue (NRCS - Creek Sediment and Debris Removal)	\$459,202	Res 2025-06
Rollover PO for Stormwater Improvement Program - Kimley Horn Tasks 1-5 - (Reg 502 2.26.24, Reg 500 6.24.24)	(\$662,000)	Res 2025-06
Federal Grant Revenue (NRCS - Moss Park Creek Bank Stabilization)	\$571,965	Res 2025-06

Federal Grant Revenue (NRCS - Creek Sediment and Debris Removal) Reclass Revenue to Stormwater Fund	(\$459,202)
NRCS - Creek Sediment and Debris Removal Hurricane Ian Projects Reclass Expenditures to Stormwater Fund	\$612,270
NRCS - Creek Sediment and Debris Removal Hurricane Milton Projects Reclass Expenditures to Stormwater Fund	\$394,499

Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	\$4,627,119
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REVISED 9/30/25 Budgeted Ending Fund Balance	\$10,051,117
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Solid Waste/Recycling Fund #130**As approved by City Commission on 9/23/24. Public Hearing Item 401:**

10/1/24 Budgeted Beginning Fund Balance	\$1,902,187	(\$38,929)	\$1,863,258
FY 2025 Budgeted Appropriation TO (FROM) Fund Balance	\$18,678		
9/30/25 Budgeted Ending Fund Balance	\$1,920,865		

Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials	(\$38,929)
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Increase consulting storm reserve	(\$30,000)	Res 2025-01
Increase emergency / recovery services	(\$400,000)	Res 2025-01

Attachment 1 - Budget Amendment Detail

Resolution 2025-21

Other Governmental Funds

HELPFUL TOOLS: Fiscal Year 2024-2025 Original Budget as approved by City Commission on 9/23/24 Public Hearing 401.

		Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance
Increase in Solid Waste Revenue	\$115,000		
Increase in Disposal Landfill	(\$115,000)		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	(\$468,929)		
REVISED 9/30/25 Budgeted Ending Fund Balance	\$1,451,936		

TLBD Maintenance Fund #160**As approved by City Commission on 9/23/24. Public Hearing Item 401:**

10/1/24 Budgeted Beginning Fund Balance	\$83,343	\$252,754	\$336,097
FY 2025 Budgeted Appropriation TO (FROM) Fund Balance	(\$82,504)		
9/30/25 Budgeted Ending Fund Balance	\$839		

Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials	\$252,754
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Increase Insurance Settlement Proceeds	\$43,443	Res. 2025-01
Increase CIP, Project delayed due to Hurricane Milton (Rollover PO)	(\$200,000)	Res. 2025-01
Increase Insurance Settlement Proceeds	\$4,980	Res 2025-06
Increase CIP , North Fountain Repair	(\$45,000)	Res 2025-06

Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	\$56,177
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REVISED 9/30/25 Budgeted Ending Fund Balance	\$57,016
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Oak Forest Maintenance Fund #161**As approved by City Commission on 9/23/24. Public Hearing Item 401:**

10/1/24 Budgeted Beginning Fund Balance	\$81,175	\$21,893	\$103,068
FY 2025 Budgeted Appropriation TO (FROM) Fund Balance	(\$24,003)		
9/30/25 Budgeted Ending Fund Balance	\$57,172		

Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials	\$21,893
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Increase Contract/Administrative for Assessment District Rate Study	(\$16,000)	Res 2025-06
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Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	\$5,893
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REVISED 9/30/25 Budgeted Ending Fund Balance	\$63,065
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Sewer Plant Replacement (ARPA/SRFL) Fund #180

(Fund Established 9/13/2021 with Resolution 2021-24)

As approved by City Commission on 9/23/24. Public Hearing Item 401:

10/1/24 Budgeted Beginning Fund Balance	\$1,101,327	\$619,525	\$1,720,852
FY 2025 Budgeted Appropriation TO (FROM) Fund Balance	\$22,000		
9/30/25 Budgeted Ending Fund Balance	\$1,123,327		

Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials	\$619,525
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Increase CIP Budget, Approved 09.23.24 Item 500 (Rollover PO) for Lift Station 7W Construction	(4,044,327)	Res 2025-01
Increase Recognition of ARPA Revenue from Deferred Revenue as Spent	\$4,044,327	Res 2025-01
Increase CIP Budget, Approved 12.11.23 Item 500 Budget (Rollover PO) for Waste Water Treatment Plant Design	(\$3,700,000)	Res 2025-01
Increase Recognition of ARPA Revenue from Deferred Revenue as Spent	\$3,700,000	Res 2025-01

Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	\$619,525
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REVISED 9/30/25 Budgeted Ending Fund Balance	\$1,742,852
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1999/2011 Debt Service Fund #202**As approved by City Commission on 9/23/24. Public Hearing Item 401:**

10/1/24 Budgeted Beginning Fund Balance	\$1,333,463	\$2,556	\$1,336,019
FY 2025 Budgeted Appropriation TO (FROM) Fund Balance	(\$42,505)		
9/30/25 Budgeted Ending Fund Balance	\$1,290,958		

Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials	\$2,556
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Increase in Consulting for Arbitrage Calculation Due FY25 by PFM	(\$1,000)	Res 2025-06 FY 24 Mid-Year Budget Amendment
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Attachment 1

Attachment 1 - Budget Amendment Detail

Resolution 2025-21

Other Governmental Funds

HELPFUL TOOLS: Fiscal Year 2024-2025 Original Budget as approved by City Commission on 9/23/24 Public Hearing 401.

	Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance
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Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance

\$1,556**REVISED 9/30/24 Budgeted Ending Fund Balance****\$1,292,514****Special Assessment TLBD I Debt Service Fund #261****As approved by City Commission on 9/23/24. Public Hearing Item 401:**

10/1/24 Budgeted Beginning Fund Balance

\$31,512

\$2,120

\$33,632

FY 2025 Budgeted Appropriation TO (FROM) Fund Balance

\$284

9/30/25 Budgeted Ending Fund Balance

\$31,796**Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):**

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials

\$2,120

Increase in NBS fees for new contract

(\$151)

Increase in Capital Assessment Revenue

\$151

Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance

\$2,120**REVISED 9/30/24 Budgeted Ending Fund Balance****\$33,916****Public Facilities Capital Project Fund #303****As approved by City Commission on 9/23/24. Public Hearing Item 401:**

10/1/24 Budgeted Beginning Fund Balance

\$1,713,291

\$792,375

\$2,505,666

FY 2025 Budgeted Appropriation TO (FROM) Fund Balance

(\$1,426,000)

9/30/25 Budgeted Ending Fund Balance

\$287,291**Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):**

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials

\$792,375

Transfer in from General Fund (19) for HMGP / HMGMP Grant Projects (Police Safe Room, PW Generator)

\$1,500,000

Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance

\$2,292,375**REVISED 9/30/25 Budgeted Ending Fund Balance****\$2,579,666**

Attachment 1 - Budget Amendment Detail

Resolution 2025-21

Enterprise Funds

HELPFUL TOOLS: Fiscal Year 2024-2025 Original Budget as approved by City Commission on 9/23/24 Public Hearing 401.

Net Capital, Restricted, NPL	Difference in Beg Fund Bal - Projected to Actual	Actual Ending Fund Equity
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Water & Sewer Operating Fund #410**As approved by City Commission on 9/23/24. Public Hearing Item 401:**

10/1/24 Budgeted Beginning Fund Balance	\$7,077,536	\$25,824,762	\$15,578,481	\$48,480,779
FY 2025 Budgeted Appropriation TO (FROM) Fund Balance	(\$4,501,169)			
9/30/25 Budgeted Ending Fund Balance	<u>\$2,576,367</u>		W&S Svc Avail Fund ACFR combines 410, 412	<u>\$6,370,977</u> <u>\$54,851,756</u>

Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials \$15,578,481

Increase CIP Budget, Approved 12.11.23 Item 500 Budget (Rollover PO) for Waste Water Treatment Plant Design	(\$5,452,000)	Res 2025-01
Increase Debt Proceeds from Approval of State Revolving Design Loan 01.10.25	\$5,452,000	Res 2025-01
Increase CIP Budget, Approved 12.11.23 Item 500 Budget (Rollover PO) for Waste Water Treatment Plant Design	(\$3,457,045)	Res 2025-01
Defer to FY26 CIP Budget, Approved 12.11.23 Item 500 Budget (Rollover PO) for Waste Water Treatment Plant Design	\$5,425,200	Res 2025-06
Defer to FY26 Debt Proceeds from Approval of State Revolving Design Loan 01.10.25	(\$5,452,000)	Res 2025-06
Defer to FY26 CIP Budget, Approved 12.11.23 Item 500 Budget (Rollover PO) for Waste Water Treatment Plant Design	\$3,457,045	Res 2025-06
Increase CIP Budget for CMAR Preconstruction Services on Reg 05.12.25	(585,346)	Res 2025-06
Rollover FY24 PO for West WRF Disk Filter Reg 500 Approved 4.29.24	(366,085)	Res 2025-06
Recognize Grant Revenue from Hurricane Ian FEMA Reimbursement	240,679	Res 2025-06

Revisions to Original Budgeted Appropriation TO (FROM) Fund Equity \$14,840,929

REVISED 9/30/25 Budgeted Ending Fund Balance \$17,417,296**Stormwater Utility Fund #411****As approved by City Commission on 9/23/24. Public Hearing Item 401:**

10/1/24 Budgeted Beginning Fund Balance	\$1,010,347	\$7,319,133	\$194,581	\$8,524,061
FY 2025 Budgeted Appropriation TO (FROM) Fund Balance	(\$746,845)			
9/30/25 Budgeted Ending Fund Balance	<u>\$263,502</u>			

Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials \$194,581

Recognize Grant Revenue from Hurricane Ian FEMA Reimbursement	\$163,080	Res 2025-06
Recognize Grant Revenue NRCS Reimbursement Reclassed from 121	\$459,202	
Increase Operating Expense NRCS Grant Sediment & Debris Removal Hurricane Ian	(\$612,270)	
Increase Operating Expense NRCS Grant Sediment & Debris Removal Hurricane Milton	(\$394,500)	
Increase Transfer in from General Fund (19) NRCS Grant Expenditures and Additional Projects	\$2,000,000	

Revisions to Original Budgeted Appropriation TO (FROM) Fund Equity \$1,810,093

REVISED 9/30/25 Budgeted Ending Fund Balance \$2,073,595**Water and Sewer Service Availability Fund #412:****As approved by City Commission on 9/23/24. Public Hearing Item 401:**

10/1/24 Budgeted Beginning Fund Balance	\$5,408,387	\$962,590	\$6,370,977
FY 2025 Budgeted Appropriation TO (FROM) Fund Balance	(\$410,000)		
9/30/25 Budgeted Ending Fund Balance	<u>\$4,998,387</u>		

Amendments to be approved tonight to Original FY 2024-2025 Budget (as approved on 09/23/24):

Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/24 Year-End Financials \$962,590

Align Service Availability revenue budget with YTD actuals	\$100,000	Res 2025-06
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Revisions to Original Budgeted Appropriation TO (FROM) Fund Equity \$1,062,590

REVISED 9/30/25 Budgeted Ending Fund Balance \$6,060,977



CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | NOVEMBER 10, 2025 REGULAR MEETING

TITLE

Extension Request - MTH Development, LLC (Living Life Independent Living Facility)
Substantial Commencement of Vertical Construction of Buildings

SUMMARY

Legacy at Lake Talmo Development, +/-8.36 acres located at 1201 W SR 434, received approval by the City Commission on August 8, 2023. As part of that approval, a Development Agreement with MTH Development, LLC (Living Life Independent Living Facility) was executed on September 12, 2023. Section 23.0 of the Development Agreement (Termination) requires the Developer to receive building permits and substantially commence vertical construction of buildings for the project within two (2) years of the effective date. The timeframe afforded by the Development Agreement has since expired and, and, while site work has commenced (Permit COMM-2024-0053), building permits have not been issued and vertical construction has not commenced. Building permit review has been finalized, and ready for issuance upon receipt of permit fees. Staff previously reached out to the Developer, to inquire when they intended to fulfill the requirement for building permits and substantial vertical building construction. Mr. Hilal is requesting an additional fourteen (14) months on the requirement to finalize construction financing/funding. Staff recommends approval of the requested extension.

FUNDING SOURCE

RECOMMENDATION

The Community Development Department recommends that the City Commission review and approve the attached request from Michael Hilal, MTH Development, LLC, for extension of the requirement for Substantial Commencement of Vertical Construction of Buildings. It is also recommended that the City Commission direct Staff to prepare a First Amendment to the Development Agreement, and authorize the City Manager to verify for accuracy and initiate execution process by applicant, Mayor, and City Attorney.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Winter Springs
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

DEVELOPMENT AGREEMENT

MTH Development, LLC

(Living Life Independent Living Facility)

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed this 12th day of September, 2023, by and between the **CITY OF WINTER SPRINGS**, a Florida Municipal Corporation ("City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **MTH Development, LLC**, a Florida Limited Liability Company, ("Developer") whose address is 160 N. Spring Lake Drive, Altamonte Springs, FL 32714.

WITNESSETH:

WHEREAS, Developer is the owner of approximately 8.36 acres, more or less, of real property located in the C-1 Neighborhood Commercial District, generally south of Lake Talmo and east of the intersection of US 1792 and SR 434, fronting SR 434, in Winter Springs, Seminole County, Florida, more particularly described herein ("Property"); and

WHEREAS, Developer has applied for a Conditional Use, Final Engineering/Site Plan Approval, Aesthetic Plan Approval, and a Waiver from the City Code in order to construct an independent living facility on the Property; and

WHEREAS, pursuant to Chapter 20 Zoning, Article II, Division 1, Section 20-29.1 of the Winter Springs City Code ("City Code"), a community workshop for the Project was held on February 22, 2023; and

WHEREAS, Section 20-29(c) of the City Code requires that all conditional uses, site plans and waivers shall be binding on the use of the subject property and, further, that as a condition of approval by the City Commission, all development projects requiring a community workshop pursuant to Section 20-29.1 of the City Code shall be required to be memorialized in a binding development agreement; and

WHEREAS, this Development Agreement shall be recorded against the property so that the terms and conditions of approval related to the Project shall run with the land; and

WHEREAS, the Property consists of two parcels, one of which is located within the City of Longwood, and;

WHEREAS, approximately ninety-two percent (92%) of the site is located in the City of Winter Springs and an Interlocal Agreement between the City of Winter Springs and the City of Longwood has been executed, which would grant Winter Springs limited jurisdiction over the parcel in Longwood and allow the project to be approved solely by Winter Springs without the need for it to also be approved by Longwood given that the parcel in Longwood will be used solely for parking; and

WHEREAS, as provided further herein, the Developer further consents to the City of Winter Springs exercise of home rule authority over the Longwood portion of the Property for purposes of enforcement of this Agreement, land use regulations, and general police power regulations; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act.

3.0 The Property. The real property subject to this Agreement has tax parcel identification numbers of 26-20-30-5AR-0D00-016G (the "Winter Springs Property") and 33-20-30-513-0C00-0010 (the "Longwood Property") and is legally described in **EXHIBIT "A"**, attached hereto and fully incorporated herein by this reference (collectively the "Property").

4.0 Project Description and Requirements. Developer shall, at its expense, design, permit and construct a 180,348± square-foot independent living facility comprised of one- and two-bedroom apartment units with two apartment wings and a two-story clubhouse connecting the wings on the Property. The clubhouse building will contain common space amenities, including a restaurant, pub, café/bistro, multiple craft and activity spaces, hair and nail spa, and movie theatre, gym and fitness facilities, library and sitting areas, and a large outdoor patio space overlooking Lake Talmo. The independent living facility and all public and private project infrastructure shall be constructed in a single phase.

(Hereinafter the project description and requirements are referred to as the "**Project**").

The Developer shall construct the Project in a manner consistent with the approved Conditional Use, Final Engineering/Site Plans, Aesthetic Plans, and Waiver that are on file with the City with the following file numbers and consistent with the requirements contained in this Agreement:

File No: CO2022-0027

File No. SP2021-0002

File No. WA2002-0051

File No. AR2022-0028

Specific conditions of approval for the above-referenced Plans and Waivers include the following, which are also addressed in the staff report for the Conditional Use, Final Engineering/Site Plans, Aesthetic Plans, and Waiver:

A. The Developer shall install 650 tree credits (152 replacement trees) on the Property. The trees proposed to be planted in the public right-of-way by the Developer shall be subject to the obligation of ongoing maintenance and replacement for the first two years following planting, at the Developer's expense. If the City determines, after reasonable inspection, that any tree has become severely diseased or damaged to the point that the viability of the tree has been significantly compromised, the Developer shall be required to replace the tree. In the event that Developer fails to perform the necessary maintenance, repairs or replacements of any of the trees, the City shall have the right, but not obligation, to conduct said maintenance, repairs or replacements and recover the actual cost thereof from the Developer, which may be imposed as a lien against the Property. Prior to exercising that right, the City shall provide the Developer written notice and an explanation of the specific default and at least thirty (30) days in which to cure the default. If Developer fails to cure the default by the end of the cure period, the City may exercise its rights to maintain and replace at any time thereafter.

B. All grass areas on the Property shall use Bahia grass. No St. Augustine grass or other grass types with low drought tolerance shall be permitted.

C. If the trees proposed in the FDOT right-of-way do not receive FDOT approval, the City staff has the authority to approve modified landscape plans to relocate the proposed trees in the right-of-way elsewhere on the property or require a tree bank contribution per the City Code if the trees cannot be relocated.

D. The Project is hereby declared to be age-restricted in accordance with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), as amended (42 U.S.C. §3601-3619) and any administrative rules and regulations promulgated thereunder, and the Florida Fair Housing Act (Chapter 760, Florida Statutes), and any administrative rules and regulations promulgated thereunder. Each unit, if occupied, shall be occupied solely by persons 65 years or older (hereinafter referred to as the "**Project Age Restriction**"). Any proposed future conversion of the Project Age Restriction on the units to unrestricted housing or any proposal to add permanent residency by school-aged children shall require approval by the City. If approved, school impact fees in effect at that time shall be paid with respect to the units and the Project shall comply with any school capacity and school concurrency regulations in effect at that time.

5.0 Future Permitting. Developer shall be required to receive building permits and substantially commence vertical construction of buildings, which shall at minimum include building foundations, for the Project within two (2) years of the Effective Date of this Agreement.

6.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon recording of this Agreement in the Public Records of Seminole County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

7.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property, and shall run with title to the same upon being duly recorded against the Property by the City.

8.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Seminole County, Florida or, for federal court actions, in Orlando, Florida.

9.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Commission.

10.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

11.0 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

12.0 Effective Date. This Agreement shall become effective upon approval by the City Commission and execution of this Agreement by both parties hereto.

13.0 Recordation. Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Seminole County, Florida by the City. The Developer shall be responsible for all recording fees associated with this Agreement.

14.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

15.0 Sovereign Immunity. The City intends to avail itself of sovereign immunity and other applicable limitations on City liability whenever deemed applicable by the City. Therefore, notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00).

16.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

17.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

18.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

19.0 Specific Performance and Enforcement. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity. The failure to timely comply with any mandatory condition of this Agreement, including with respect to the Longwood Property, shall further constitute a violation of the City's Code of Ordinances and shall be subject to enforcement action as described therein including, but not limited to, enforcement before the City's Code Enforcement Board under Chapter 2, Article III, Division 2. – Code Enforcement.

20.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

21.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement in accordance with the criteria of the City Code and the requirements of this

DEVELOPMENT AGREEMENT

City of Winter Springs and MTH Development, LLC.

Page 5 of 11

Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

22.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance, and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

23.0 Termination. The City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence vertical construction of buildings, which shall at minimum include building foundations, for the Project within two (2) years of the effective date of this Agreement. The Developer may apply to the City Commission for an extension of this Agreement, which may be granted upon good cause shown. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 22 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Seminole County, Florida.

24.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its commissioners, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction, and maintenance activities in furtherance of constructing the Project and maintaining the improvements of this Project. This indemnification shall survive the termination of this Agreement.

25.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Force

Majeure Event”), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended Time Period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

26. Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:

City Manager
City of Winter Springs
1126 East S.R. 434
Winter Springs, Florida 32708

With additional notice to:

Anthony A. Garganese, City Attorney
Garganese, Weiss, D’Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

For Developer:

AMCO Development, Inc.
1830 Plymouth Sorrento Road
Apopka, Florida 32703

MTH Development, LLC
160 N. Spring Lake Drive
Altamonte Springs, Florida 32714

With additional notice to:

S. Brent Spain, Esquire
Theriaque & Spain
433 N. Magnolia Drive
Tallahassee, Florida 32308

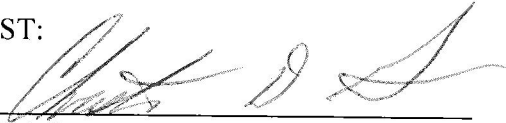
Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

27.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. Such assignment shall require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders without City consent, provided that the City is given notice of such assignment in accordance with Section 26.0 herein. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

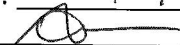
CITY OF WINTER SPRINGS

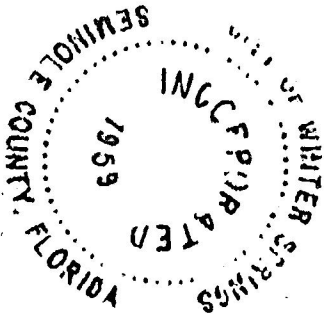
By: 
Kevin McCann, Mayor

ATTEST:
By: 
Christian Gowan, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs,
Florida only.

CITY SEAL

Date: 9/25/23
By: 
Anthony A. Garganese, City Attorney for
the City of Winter Springs, Florida



Signed, sealed and delivered in the
presence of the following witnesses:

MTH DEVELOPMENT, LLC



Signature of Witness

Daniel Paulson

Printed Name of Witness

Print name and title: Michael Hilal, Manager

Date: 7/12/23



Signature of Witness

PETAR SOVILJ

Printed Name of Witness

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization, this 12th day of September 2023, by Michael Hilal, the Manager of MTH Development, LLC, a limited liability company, on behalf of the company, who is personally known to me or produced Florida drivers license identification.

(NOTARY SEAL)

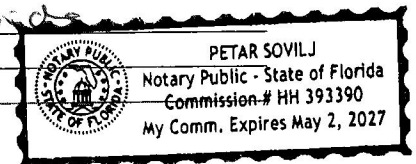

(Notary Public Signature)

PETAR SOVILJ
(Print Name)

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____



DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COMMISSION APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOTS 1 AND 2, BLOCK C, TALMO SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 10, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA IN OFFICIAL RECORDS BOOK 356, PAGE 579, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

AND

A Part of Lot 16, Block D of D.R. Mitchell's Survey of the Levy Grant as recorded in Plat Book 1, Page 5, of the Public Records Seminole County Florida described as follows:

Begin at the intersection of the Westerly line of said Lot 16 and the North Right of Way line of State Road No. 434, according to the State of Florida Department of Transportation Right of way Map Section No. 77580-2610; thence run North 05°45'00" East. along said West line of Lot 16, said line also being the East line of Talmo Subdivision, as recorded in Plat Book 9, Page 10 of the Public Records of Seminole County, Florida, a distance of 351.23 feet; thence run South 89°02'30" East, a distance of 904.34 feet to the East line of said Lot 16, said point also being on the Westerly boundary of Tract 1 of The Highlands Section Three as recorded in Plat Book 17, Pages 48 & 49 of the Public Records of Seminole County, Florida; thence run South 05°40'31" West, along said East line, a distance of 351.19 feet to the Northerly Right of Way line of State Road No. 434; thence run North 89°02'30" West along said North Right of Way line a distance of 904.80 feet to the Point of Beginning.

From: MTH Development, LLC
160 N. Spring Lake Dr.
Altamonte Springs, FL 32714

To: Terrilyn Rolle, Winter Springs Community Development
1126 East State Road 434
Winter Springs, FL 32708

Re: Extension of NSDA for Legacy at Lake Talmo

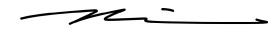
Date: 10/24/2025

To Winter Springs City Commissioners:

I am writing to the city commission as the current developer of record for Legacy at Lake Talmo, seeking an extension of 14 months for the project per sections 22 and 23 of the NSDA currently in place.

Due to unforeseen circumstances with regard to construction financing, we had to delay significant vertical construction until new financing was secured. As of 9/8/25, we have financing in place, and are ready to commence construction once funding has been completed.

Cordially,



Michael Hilal

Manager - MTH Development, LLC

From: MTH Development, LLC
160 N. Spring Lake Dr.
Altamonte Springs, FL 32714

To: Terrilyn Rolle, Winter Springs Community Development
1126 East State Road 434
Winter Springs, FL 32708

Re: Rescinding Authorization for Permit(s) re: Legacy at Lake Talmo

Date: 10/24/2025

Terrilyn,

I am writing to rescind any and all authorization given to AMCO Development or Aaron Hakim with regard to any permit, development, or any business to do with the Legacy at Lake Talmo Project.

Please advise on any steps necessary to re-activate the site work permit currently in progress. The preference would be to change contractors and move forward.

Cordially,



Michael Hilal

Manager - MTH Development, LLC



CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | NOVEMBER 10, 2025 REGULAR MEETING

TITLE

Approval of Purchase for IT Department

SUMMARY

The IT Department is continuing the replacement of budgeted IT equipment and associated software.

Pursuant to Section 119.0725, Florida Statutes, Agency cybersecurity information regarding critical infrastructure is confidential and exempt from public records disclosure. As such, due to the nature of this agenda item the City is required to adhere to statutory public records confidentiality in order to limit security risks by divulging specific elements of the proposed purchases.

The existing hardware associated with this purchase has met its lifecycle and associated software licenses are in need of renewal.

Staff is recommending purchasing these items from a the vendor that provided the lowest price from the three proposals received. A portion of this recommended purchase is being procured via state contract OMNIA 2024056-02.

FUNDING SOURCE

These purchases are funded in the FY25-26 budget.

RECOMMENDATION

Staff recommends Commission approve purchase of IT equipment and associated software for a one time cost of \$150,715.81. Additionally approval is recommended for the purchase of associated licenses for an annual cost of \$15,835.80 to be purchased through Essential Net Services for the duration of their contractual obligation to the City as the preferred Managed Service Provider.

Due to the confidential nature of this purchase 3 quotes were obtained in lieu of a publicly advertised Request for Proposal as an RFP would hinder the City's ability to maintain confidentiality of the specific items of this purchase. Staff is recommending the Commission approve the method of procurement for this purchase to be three written quotes obtained by the City.



CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | NOVEMBER 10, 2025 REGULAR MEETING

TITLE

2026 City of Winter Springs Community Events Calendar

SUMMARY

Staff from the Parks and Recreation Department, Winter Springs Police Department, and Public Communications Department collaborated to develop the 2026 Community Events and Programs Calendar. The process included input from both City staff and external organizations involved in planning and executing the listed events and programs.

FUNDING SOURCE

The listed events and programs are funded through a combination of budgeted resources and associated revenues inclusive of participant fees, vendor fees, and sponsorships.

RECOMMENDATION

Staff is recommending approval of the 2026 Community Events Calendar

CITY OF WINTER SPRINGS

2026 CITY EVENTS & PROGRAMS



48th Central Florida Scottish Highland Games

January 17-18, 8 am - 5 pm

Central Winds Park

Join us for the 48th annual Central Florida Scottish Highland Games. Enjoy Scottish food, heritage, dancing, and athletics at Central Winds Park. For more information visit www.flascot.com

27th Annual Father Daughter Dance

February 6 & 7, 6 pm - 8 pm

Registration opens January 12 at 8 am

Winter Springs Senior Center

Join us for our annual Father-Daughter Dance! Enjoy a fun-filled night of dancing, music, a live DJ, a free photo, refreshments, and prizes!

Arbor Day Tree Giveaway

Online registration begins February 13 at 8 am and closes March 13, at 5 pm (4 Weeks)

Embrace Arbor Day by planting a tree! Winter Springs Residents can register online to receive a complimentary tree delivered to their home just in time for the Arbor Day celebration. Limit one tree per household.

Movie In The Park

Friday, March 6 -(Movie begins at sunset)

Torcaso Park

Bring a lawn chair or picnic blanket and enjoy a family movie in the park.

Egg-citing Egg Hunt

Presented by AdventHealth

Saturday, March 28, 8 am- 11 am

Central Winds Park

Join us for a spring egg hunt! Children aged 2 to 12 can bring their own baskets, search for eggs, enjoy local food, and win prizes, including a special surprise for finding the golden egg!

Fish Winter Springs (Week 1)

Saturday, May 2, 7 am - 9 am

Central Winds Park

Enjoy a morning of fishing fun with the family! Bring your child to experience the leisure of fishing and learn how to cast, bait the hook, and the safety of the outdoors.

Fish Winter Springs (Week 2)

Saturday, May 9, 7 am - 9 am

Central Winds Park

Enjoy a morning of fishing fun with the family! Bring your child to experience the leisure of fishing and learn how to cast, bait the hook, and the safety of the outdoors.

Food Truck Thursday (May)

Thursday, May 14, 5pm - 8pm

Trotwood Park

Join us at Trotwood Park for an evening filled with delicious food from local food trucks and vendors. Bring a blanket or lawnchair for a picnic in the park.

Camp Sunshine (8 Weeks)

June 1 - 26, 2026 (4 weeks)

July 6 - 31, 2026 (4 weeks)

***Note no camp the week of July 4th holiday**

Registration for residents opens March 30 at 8 am and April 6, at 8 am for non residents at the Winter Springs Civic Center

Camp Sunshine is a day camp for elementary aged children. Campers will engage in activities that encourage teamwork, creativity, and leadership skills. All fees due upon registration.

WSPD Community Youth Outreach (2 weeks)

June TBD

July TBD

Torcaso Park

The Winter Springs Police Department is hosting the Community Youth Outreach program with the aim of building stronger relationships through positive experiences and interaction with local law enforcement! Children can learn, laugh, and play with WSPD's Community Relations. Lunch and water will be provided.

28th Annual Celebration of Freedom

Saturday, July 4, 5 pm - 9:30 pm

Central Winds Park

Get ready to light up the night this 4th of July at Central Winds Park! Join us for the 27th annual Celebration of Freedom, filled with live entertainment, a free kids' area, fantastic vendors, and a breathtaking fireworks finale! Don't forget to wear your red, white, and blue.

9/11 Memorial Ceremony

Friday, September 11, 8:30 am – 9am

Winter Springs Police Department

Please join the City of Winter Springs Mayor, Commission, and staff for the 25-year remembrance of September 11 events.

Food Truck Thursday (September)

Thursday, September 17, 5pm - 8pm

Trotwood Park

Join us at Trotwood Park for an evening filled with delicious food from local food trucks and vendors. Bring a blanket or lawn chair for a picnic in the park.

WSPD National Night Out 2026

Tuesday, October 6, 5:00 pm - 8:00 pm

Winter Springs Police Department

Join us for National Night Out with the WSPD! Come see specialty vehicles and meet local officers. This event fosters partnerships between the police and community, enhancing relationships and promoting a sense of unity.

WSPD Ghoulishly Good Times

Friday, October 16 (Movie begins at sunset)

Torcaso Park

Winter Springs Police Department is providing treats and popcorn for everyone to enjoy during a family-safe movie. Bring a lawn chair or blanket to enjoy a family movie in the park.

20th Annual Hometown Harvest

Saturday, October 24, 4:30 pm - 8:30 pm

Central Winds Park

Get ready to celebrate the beauty of autumn at our 20th annual fall festival, Hometown Harvest! Join us for a day of family fun with FREE hayrides, live music, and plenty of activities for the kids. It's going to be an awesome event that you won't want to miss!

Veterans Banner Program

Applications open September 28, 2026 and close October 30, 2026

The Winter Springs Veterans Banner Program honors local veterans by displaying commemorative banners along designated city streets on right of way streetlights poles. This annual initiative recognizes the service and sacrifice of Winter Springs residents who have served in the U.S. Armed Forces. Banners are displayed each year from early January through early June and may be renewed each year for an additional fee.

Veterans Day Tribute

Wednesday, November 11, 6pm - 7pm

Veterans Memorial at Town Center

Join the City of Winter Springs as we honor our nation's heroes. This event offers a time to honor our 2026 Hometown Hero and remember veterans and those who have made the ultimate sacrifice for our freedom.

44th Annual Winter Wonderland

Presented by AdventHealth

Saturday, December 5, 4 pm - 8 pm

Drive Thru December 6-11

It's time for joy and celebration! Come and enjoy the holiday festivities at Winter Wonderland this season. Experience an evening with one of the longest-running traditions in our city: the 44th annual Holiday Parade featuring local talent and businesses, and the annual Christmas tree lighting. Enjoy local entertainment and a visit from Santa Claus!

WSPD Santa's City Run

TBD

Santa is coming to town! Every year, Santa visits Winter Springs and is escorted each night around the city by the Winter Springs Police Department to spread candy and joy to the children and families who come outside to wave to him. On the big night, be sure to listen for police sirens!

*Please be aware that event dates, times, and locations are tentative and may be subject to change



CONSENT AGENDA ITEM 304

CITY COMMISSION AGENDA | NOVEMBER 10, 2025 REGULAR MEETING

TITLE

Police Station Safe Room Grant Funding Modification for Extension

SUMMARY

On November 18, 2024 the City Commission approved the Funding Agreement from the Hazard Mitigation Grant Program (HMGP) for a safe room at the Police Department. The City has subsequently received formal approval of a time extension to 10/31/2026 in order to continue moving forward with this project. The project budget remains the same as the original grant agreement for \$619,545 to encompass engineering design, permitting, and peer review services.

FUNDING SOURCE

These initial expenditures are budgeted in the 303 Facilities Capital Projects Fund for FY2026.

RECOMMENDATION

Staff requests Commission approval of the awarded extension modification of the grant funding for the proposed safe room.

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Winter Springs
PROJECT #:	4673-063-R
PROJECT TITLE:	City of Winter Springs, Police Station, Safe Room
HMGP CONTRACT #:	H1105
SM CONTRACT #: (if applicable)	
MODIFICATION #:	One

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kevin Sweet City Manager 1126 East State Road 434 Winter Springs, Florida 32708

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of Winter Springs** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 290-2511 or email me at Nicole.Rowe@em.myflorida.com.

Contract Number: H1105

Project Number: 4673-063-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF WINTER SPRINGS**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Winter Springs ("the Sub-Recipient") to modify Contract Number H1105, dated, February 21, 2025 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$482,102.25, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on October 31, 2025; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin August 02, 2023 and shall end October 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
7. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF WINTER SPRINGS

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide a FEMA P-361 Standards safe room at the existing police station in Winter Springs, Seminole County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-063-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Winter Springs, shall conduct Phase I – Design of this project, which includes the engineering designs and calculations, surveys, permitting, and notices. **No construction activities are approved at this time.** The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide a safe room for absolute protection to first responders at the existing police station located at 300 North Moss Road, Winter Springs, Florida 32708.

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval.

The design proposed for Phase II scope shall include constructing a new stand-alone safe room adjacent to the existing building, but structurally separated, to serve as an Emergency Operations Center (EOC). The proposed safe room shall provide 2,200 square feet (SF) to attend an occupancy of 55 police officers/first responders. Additionally, the project also includes the installation of a permanent diesel generator. The generator shall have a capacity of 200 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriate support the facility; and an Automatic Transfer Switch (ATS), fuel tank and appurtenances. The City of Winter Springs currently lacks a secure and resilient space for city personnel and first responders to monitor conditions and coordinate responses during a hurricane or severe weather event involving high winds, risking their lives to remain on duty inside structures that have not been properly hardened. The project shall allow first responders to remain on duty during and after a storm to continue coordinating operations to help the community.

The safe room shall be designed and constructed to provide protection against 160 MPH winds. The safe room construction shall be designed to provide “near-absolute protection” based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the latest edition of the HMA Guidance Addendum. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical

Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	300 North Moss Road, Winter Springs, Florida 32708	(28.703977, -81.304862)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing engineering designs to be presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, study, engineering, design, public notices, and/or permitting associated with the design of a FEMA P-361 Standards structure. Verification shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient

supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Two sets of engineering Signed/Sealed final design and analysis, and surveying.
 - c) Signed and sealed Operations and Maintenance (O&M) Plan, which shall incorporate FEMA P-361, include required components, and submitted for review.
 - d) Any structural and non-structural design peer review reports as required by FEMA P-361 (as applicable).
 - e) Construction Plans and bid documents for FEMA 361 compliance.
 - f) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
 - g) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products to be utilized.
 - h) Color maps including topographical, aerial, and ground disturbance.
 - i) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
 - j) Color photographs of the project area.
 - k) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.
 - l) Proof of compliance with Project Conditions and Requirements contained herein.
 - m) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by subcontractors and pay subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring;

compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, to implement

protection measures by constructing a new stand-alone safe room in accordance with FEMA P-361 standards and installing a permanent diesel generator on North Moss Road, Winter Springs, Florida 32708.

The safe room shall be designed and constructed to provide protection against 160 MPH winds. The safe room construction shall be designed to provide “near-absolute protection” based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the latest edition of the HMA Guidance Addendum. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit Engineering plans and bidding documents prepared to complete the project. Wind protection shall be provided on any opening such as vents, louvers, and exhaust fans. All installation shall be in strict compliance with the FEMA P-361 specifications, and all proposed materials shall be certified to meet wind and impact standards.
- 2) Design documents shall provide a detailed description that includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- 3) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction Materials and Labor.
- 4) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide “near absolute protection”. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.

D) Environmental:

- 1) Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- 2) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

- 3) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for re-evaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 4) The following Environmental and Historic Preservation review documentation shall be provided:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
 - c) Color photographs of any area with ground disturbance (electronic).
 - d) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
- 5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work must be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

- 10) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide “near absolute protection”. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.
- 11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 12) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-063-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on July 16, 2024; this Agreement was executed on February 21, 2025, and the Period of Performance for this project shall end on **October 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase I –

State Contracting:	8	Months
Bidding / Local Procurement:	6	Months
Design Specifications:	7	Months
Permitting / Survey:	4	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	27	Months

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$601,500.00	\$451,125.00	\$150,375.00
Initial Agreement Amount:	\$601,500.00	\$451,125.00	\$150,375.00
***Contingency Funds:	\$18,045.00	\$13,533.75	\$4,511.25
Project Total:	\$619,545.00	\$464,658.75	\$154,886.25
****SRMC			
SRMC:	\$5,977.25	\$5,977.25	
SRMC-Pre-Award:	\$25,000.00	\$25,000.00	
SRMC Total:	\$30,977.25	\$30,977.25	

*Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

*** **This project has an estimated \$18,045.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$30,977.25 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This project has a **SRMC Pre-Award**, approved by FEMA in the amount of \$25,000.00, with a start date of **August 2, 2023**.

Funding Summary Totals

Federal Share:	\$464,658.75	(75.00%)
Non-Federal Share:	\$154,886.25	(25.00%)
Total Project Cost:	\$619,545.00	(100.00%)
SRMC (100% Federal)	\$30,977.25	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

- o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated

using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name: Title: Agency Agreement/Contract # Total Contract Amount Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		



CONSENT AGENDA ITEM 305

CITY COMMISSION AGENDA | NOVEMBER 10, 2025 REGULAR MEETING

TITLE

Approval of the Minutes: Monday, October 27, 2025 City Commission Regular Meeting

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission review and approve the minutes from the October 27, 2025 City Commission Meeting as presented.



CITY COMMISSION

REGULAR MEETING MINUTES

MONDAY, OCTOBER 27, 2025 AT 6:30 PM

CITY HALL – COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Mayor Kevin McCann called the Regular Meeting of Monday, October 27, 2025 of the City Commission to order at 6:31 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:

Mayor Kevin McCann, present
Deputy Mayor Cade Resnick, present
Commissioner Paul Diaz, present
Commissioner Victoria Bruce, present
Commissioner Sarah Baker, present
Commissioner Mark Caruso, present
City Manager Kevin Sweet, present
City Attorney Anthony Garganese, present
City Clerk Christian Gowan, present

Pastor Bob Melhorn provided the invocation which was followed by the Pledge of Allegiance.

Mayor McCann asked if there were any agenda changes. No changes were noted and the agenda was adopted.

AWARDS AND PRESENTATIONS

100) Not Used

INFORMATIONAL AGENDA

200) Not Used

PUBLIC INPUT

Mayor McCann opened Public Input.

Art Gallo, Winter Springs spoke in favor of regular agenda items 500 and 501. He recommended the Park Impact Fee Fund item for Trotwood be renamed "Trotwood Lacrosse and Soccer Rebound Wall" to make it clear it could be used for both sports. Mr. Gallo expressed strong opposition to the Seminole County Legislative Delegation's 4-1 vote supporting a local bill to force changes to Winter Springs' charter and shared his concerns about the process, state overreach, and thanked Representative David Smith for voting no on the proposed bill.

Gina Shafer, Winter Springs thanked Mayor McCann, Commissioner Baker, and Commissioner Caruso for speaking on behalf of the city at the recent legislative delegation meeting, shared frustrations with unanswered calls and efforts to contact Representative Rachel Plakon. Ms. Shafer also raised concerns about flood insurance needs in her community due to inaction on Wetlands Park and questioned why commissioners use phones during meetings without disclosure.

Mayor McCann closed Public Input.

CONSENT AGENDA

300) Approval of the Minutes: Monday, October 13, 2025 City Commission Regular Meeting

No discussion.

MOTION TO APPROVE THE CONSENT AGENDA. MOTION BY DEPUTY MAYOR RESNICK. SECOND BY COMMISSIONER BAKER.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED: 5-0

PUBLIC HEARINGS AGENDA
400) Not Used

REGULAR AGENDA
500) 2026 Capital Budget Items

Commissioner Bruce initiated discussion on several capital budget items she had previously brought up and thanked City Manager Sweet for a memorandum provided to the Commission on October 27th which provided staff's justification for the proposed budget items. Commissioner Bruce asked that a similar memo be provided each year. Commissioner Bruce then addressed the proposed Trotwood lacrosse wall, questioning the \$100,000 expense relative to the projected fund balance, noted never having heard a desire for this project unlike field lighting in Central Winds Park, and further discussed what she saw as wants versus needs.

Following further questions from the Commission, Mr. Brian Dunigan, Director, Administrative Services and Operations Department, noted that park impact fees derived from residential developments, including both single-family and multi-family units. He explained that the initiative originated in 2011, initially proposed by a Parks and Recreation Advisory Council member, and received unanimous committee endorsement in November 2024. Further discussion followed on the allowable use of parks impact fees with Mr. Dunigan emphasizing that such funds were to be utilized for the expansion of facilities rather than maintenance purposes. Brief discussion followed on previous pricing for field lighting and the need for the correct lighting to support the events which occur on the fields.

MOTION BY COMMISSIONER BRUCE TO PAUSE THE EXPENDITURE OF \$100,000 FOR THE LACROSSE WALL AT TROTWOOD TO BE REVIEWED AGAIN NEXT (FISCAL) YEAR. SECOND BY COMMISSIONER CARUSO. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (NAY); RESNICK (AYE)
MOTION CARRIED: 4-1

Commissioner Bruce then discussed Arbor Fund expenditures. City Manager Sweet clarified the tree giveaway budget was reduced to \$49,000 for FY 2026 from the historical \$83,000-84,000. Mr. Dunigan detailed planned landscape renovations along SR 434 from SR 417 west to Tuskawilla Road estimated at \$300,000. He mentioned that while FDOT contributes \$100,000 annually for maintenance of the corridor, beautification expenses remained the city's responsibility. Further discussions encompassed City Hall landscaping renovations (estimated at \$100,000) and a Tuskawilla Crossings project replacing live oak trees with Little Gem Magnolias in a two-phase process totaling \$500,000 over two years. Brief discussion followed on the city's obligation to replace these trees and the expected survival rate of transplanted oaks.

501) Consideration of Creating a Charter Review Committee

The Commission discussed the action taken by the Seminole County Legislative Delegation endorsing a local bill to require a charter amendment referendum related to the composition of the City Commission and role of the mayor. Deputy Mayor Resnick noted conversations with Representative Rachel Plakon and Senator Jason Brodeur and proposed that the Commission place a referendum that would eliminate the separate mayor position, maintain five commissioners elected by district, and allow the selection of mayor and deputy mayor annually by peer choice. Deputy Mayor Resnick suggested that the proposed effective date be in 2030 and noted that the local bill would likely be withdrawn if the city pursued these changes.

Discussion followed regarding concerns about losing influence to build relationships and go after appropriations with a rotating mayor, a proposal for single-member districts for elections while commissioners would continue to represent the city at-large, concerns about increased division, and how the current charter had served the city.

Attorney Garganese noted that the conversation related to a city-initiated referendum was off-topic to the posted agenda item and suggested that any action related to this take place under New Business. He noted that the posted agenda item was regarding the consideration of creating a charter review committee.

Discussion followed on the need for a charter review committee given it had been 15 years since the last review, the process of establishing a committee, associated guidelines, and timelines.

The commission ultimately agreed to proceed on two tracks: immediate action on a referendum for the 2026 ballot addressing the mayor issue to be further discussed under New Business and directing the City Attorney and staff to bring forth a proposed resolution establishing a charter review committee for comprehensive review targeting the 2028 election.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED: 5-0

502) New Business

MOTION BY COMMISSIONER DIAZ TO SUSPEND THE RULES TO ALLOW VOTING DURING NEW BUSINESS. SECOND BY DEPUTY MAYOR RESNICK. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED: 5-0

MOTION TO AUTHORIZE THE CITY ATTORNEY TO PREPARE AN ORDINANCE FOR A REFERENDUM ON THE 2026 BALLOT THAT WOULD: REMOVE THE INDIVIDUALLY ELECTED POSITION OF MAYOR EFFECTIVE 2030, MAINTAIN FIVE CITY COMMISSIONERS IN THEIR DISTRICTS, HAVE COMMISSIONERS CHOOSE A MAYOR AND DEPUTY MAYOR ANNUALLY BY PEER CHOICE, AND MOVE TO SINGLE-MEMBER DISTRICT ELECTIONS WITH COMMISSIONERS SERVING AT LARGE. MOTION BY DEPUTY MAYOR RESNICK. SECOND BY COMMISSIONER CARUSO. DISCUSSION

Mayor McCann opened Public Input related to this motion.

Art Gallo, Winter Springs, shared concerns about bowing to pressure from the Legislature and suggested that any proposed referendum be made unappealing to ensure defeat. Mr. Gallo shared frustration with the attack on home rule and noted he was in favor of maintaining the city's existing governmental structure.

Maurice Kaprow, Winter Springs, noted his support for the current governance structure of Winter Springs and agreed with making any proposed referendum language unappealing, potentially including the addition of partisan municipal elections.

Gina Shafer, Winter Springs, voiced her support for putting something on the ballot, was supportive of single-member districts, and also mentioned the idea of including party affiliations.

Aaron Ash, Winter Springs, warned against further dividing the community and emphasized the importance of unity.

Linda Freeburn, Winter Springs, criticized the expedited process being considered to restructure the city's government.

Joan Jansen, Winter Springs, urged residents to engage in the process by emailing state representatives to express opposition to the proposed local bill and echoed the sentiment of making any forced referendum unappealing to discourage its passage.

Mayor McCann closed Public Input related to this motion.

VOTE: BAKER (NAY); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED: 4-1

REPORTS

600. City Manager Kevin A. Sweet

No report.

601. City Attorney Anthony A. Garganese

No report.

602. City Clerk Christian Gowan

No report.

603. Commissioner Mark Caruso

Commissioner Caruso reported on the successful Hometown Harvest event and also mentioned that his daughter recently attended the homecoming dance.

604. Mayor Kevin McCann

Mayor McCann noted it had been a busy two weeks since the last meeting and expressed pride in the community, noting Winter Springs' top 10 ranking for low crime and excellent schools.

605. Seat One Commissioner Paul Diaz

Commissioner Diaz explained his absence from Hometown Harvest due to attending the Running for Heroes gala supporting fallen first responders. He praised Zachariah Cartledge for starting the organization in Winter Springs and encouraged continued community support.

606. Seat Two Commissioner Victoria Bruce

Commissioner Bruce asked the community to remember three Seminole County students who lost their lives this month and urged everyone to be kind to each other. Commissioner Bruce further noted that she planned to attend one funeral the following day.

607. Seat Three Commissioner Sarah Baker

No report.

608. Seat Four Commissioner/Deputy Mayor Cade Resnick

Deputy Mayor Resnick echoed condolences for the students' families, praised the Hometown Harvest event and staff efforts, reminded about Halloween approaching, discussed email training insights from the Florida League of Cities conference, warned about home rule erosion statewide. Deputy Mayor Resnick also noted the upcoming Chamber Music Festival, and noted the December 6 holiday parade.

PUBLIC INPUT

Mayor McCann opened Public Input.

Linda Freeburn, Winter Springs, asked why the city was obligated to replace trees in Tuskawilla Crossings and noted that she was supportive of native plants in the medians. Ms. Freeburn reiterated that she felt the charter amendment discussion and decision felt rushed.

Art Gallo, Winter Springs, expressed skepticism that Representative Plakon would withdraw her bill, further discussed the importance of home rule, and questioned if the Seminole County Legislative Delegation had handled the issue correct procedurally.

Gina Shafer, Winter Springs, suggested appointing former Districting Commission members to the charter review committee. She further discussed tree problems in Winter Springs Village where scheduled oak removals were cancelled six years prior and associated sidewalk damage. Finally, Ms. Shafer emphasized park impact fees and the need to continue enhancing city parks.

Mayor McCann closed Public Input.

ADJOURNMENT

Mayor McCann adjourned the meeting at 8:53 p.m.

RESPECTFULLY SUBMITTED:

CHRISTIAN D. GOWAN, MPA, CMC
CITY CLERK

APPROVED:

MAYOR KEVIN McCANN

NOTE: These Minutes were approved at the November 10, 2025 City Commission Regular Meeting.



PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | NOVEMBER 10, 2025 REGULAR MEETING

TITLE

First Reading of Ordinance 2025-15: Providing for a Referendum and Ballot Language for the November 3, 2026 General Election Proposing Amendments to the City Charter.

SUMMARY

At the October 27, 2025 City Commission Meeting, the Commission directed the City Attorney to draft an ordinance by a vote of 4-1 with proposed Charter Amendment ballot language. This proposed referendum would be considered for inclusion on the November 3, 2026 ballot. Specifically, the City Commission requested that the Charter Amendment propose the elimination of the individually elected Mayor position after the 2030 general election, provide for the annual selection of the Mayor and Deputy Mayor by the City Commission, and establish five single-member City Commission districts.

Ordinance 2025-15 is being brought forward for discussion with the changes noted.

FUNDING SOURCE

N/A

While there are costs associated with inclusion of a referendum, staff is not able to fully detail those costs at this time.

RECOMMENDATION

Staff recommends the Commission hold a public hearing for first reading of Ordinance 2025-15 and provide further direction.

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA; PROVIDING FOR A REFERENDUM AND BALLOT LANGUAGE FOR THE NOVEMBER 3, 2026 GENERAL ELECTION OR AN ELECTION SCHEDULED THEREAFTER; PROPOSING AMENDMENTS TO THE CITY CHARTER TO ELIMINATE THE ELECTED OFFICE OF MAYOR EFFECTIVE AFTER THE 2030 GENERAL ELECTION; PROVIDING FOR THE ANNUAL SELECTION OF A MAYOR AND DEPUTY MAYOR BY THE CITY COMMISSION; ESTABLISHING FIVE SINGLE-MEMBER CITY COMMISSION DISTRICTS ELECTED ONLY BY VOTERS RESIDING IN EACH DISTRICT; PROVIDING FOR CONFORMING AMENDMENTS AND TRANSITIONAL PROVISIONS; PROVIDING FOR A NOTICE OF CITY OF WINTER SPRINGS CHARTER REFERENDUM QUESTION; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City is governed by a municipal charter and is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Commission finds that the proposed referendum ballot question should be submitted to the City electorate for its consideration and final approval or disapproval; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS HEREBY ORDAINS, AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Commission of Winter Springs.

SECTION 2. Referendum Election. A referendum election is hereby called and scheduled to be held on the 3rd day of November, 2026, or such other date as may be authorized by law, to determine whether the ballot question appearing in Section 3 hereof shall be approved by a majority of the votes cast in such election in which qualified electors residing in the City shall participate. Each question appearing on the ballot with the referendum question, if any, shall be voted on separately and approved or disapproved based on its own merit. Such referendum election shall be held and conducted in the manner prescribed by law. The places for voting in such referendum election shall be such locations as shall otherwise be established for the general election on November 3, 2026 or such other date as

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may be authorized by law. All duly qualified electors of the City of Winter Springs shall be entitled to participate in said election.

SECTION 3. City Charter.

(A) **Proposed Amendment to the City Charter.** It is proposed that the electorate of the City of Winter Springs provide its approval or disapproval of an amendment to the City Charter that would eliminate the elected office of mayor effective after the 2030 general election; providing for the annual selection of a mayor and deputy mayor by the city commission; establishing five single-member city commission districts elected only by voters residing in each district; providing for conforming amendments and transitional provisions. Upon approval by the electorate, the City Charter shall be amended as follows (underlined type indicates additions to the Charter and ~~strikeout~~ type indicated deletions, while “***” indicate text omissions contained in the city charter not affected by the proposed amendment):

CITY CHARTER

* * *

Section 4.01. Composition; qualification of members; ~~and~~ commission districts and elections.

- (a) *Composition.* There shall be a governing body composed of ~~the mayor and~~ five (5) commission members elected by the voters of the city as provided in this Charter. Not more than one (1) commission member shall reside in each of the five (5) commission districts provided for in Section 4.02 (a) of this Charter. ~~The mayor shall be elected at large and may reside anywhere within the city.~~
- (b) *Eligibility.* Only qualified voters of the city shall be eligible to hold the office of ~~mayor or~~ commissioner. Each candidate seeking the office of city commissioner ~~or mayor~~ or any other elective office of the city shall file a petition signed by fifteen (15) registered voters of the city with the city clerk. Each candidate seeking the office of city commissioner ~~or mayor~~ or any other elective office of the city shall have resided in the city one (1) year prior to the time of qualifying. Each candidate seeking the office of city commissioner shall be a resident of a designated commission district established by ordinance and shall have resided in the designated commission district six (6) months prior to the time of qualifying. ~~Notwithstanding the above requirement, city commissioners shall run at large as commission candidates under district designation.~~ All candidates for offices in municipal elections shall be registered and qualified electors of the city at the time of their qualifying as a candidate with the city clerk and shall file qualifying papers in accordance with state statutes and pay the qualifying fee and election assessment provided for by city ordinances. Such application shall be filed and the qualifying fee paid during the qualifying period established by the city commission by ordinance.
- (c) *District Election.* The five (5) commission members shall be elected from single-member districts established pursuant to Section 4.02 of this Charter and elected solely by the voters residing within their respective districts.

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Section 4.02. Commission districts; adjustment of districts.

- (a) *Number of districts.* The city commission of the City of Winter Springs, Florida, shall by separate ordinance divide the city into five (5) geographical commission districts.
- (b) *Districting commission.* By the first day of February, 1991, the first day of February, 1992, and every three (3) years thereafter, the city commission shall appoint seven (7) city electors determined from the registration of the last regular election, one (1) to be appointed by each commissioner from their respective district, and two (2) appointed by the ~~mayor~~ city commission from the city at large, who shall comprise the districting commission. Electors chosen shall not be employed by the city in any other capacity. The initial districting commission, creating and establishing the first commission districts, shall be appointed by each commissioner and the mayor from the city at large.

Section 4.03. Election and terms.

- (a) The regular election of ~~mayor and~~ commissioners shall be held at the time provided for in Section 8.01 of this Charter. All elections shall be for four-year terms of office. The terms of ~~the mayor and~~ commissioner shall begin at the next scheduled regular or special meeting of the city commission of each year an election is held, and its members shall serve until their successors have taken office.
- (b) City commission seats are hereby designated as seats one, two, three, four and five.
- (c) ~~The mayor shall be limited to three (3) consecutive full terms of office.~~ Commission members shall be limited to three (3) consecutive full terms of office. ~~The mayor or a~~ Any commission member who has served three (3) consecutive full terms of office after having been out of office for a period of one (1) year, shall be eligible for election to successive three (3) consecutive full terms of office; ~~provided however, this limitation shall not prohibit a person who has served three (3) consecutive full terms of office as mayor from qualifying and being elected as a commission member; nor shall this limitation prohibit a person who has served three (3) consecutive full terms of office as a commission member from qualifying and being elected as mayor of the city.~~

Section 4.05. Mayor.

~~At each regular election for the office of mayor, a mayor shall be elected at large for a term of four (4) years and shall serve until the mayor's successor is elected and qualified; provided such term of office shall not exceed four (4) years. At the first regular meeting each year, the commission shall select from among its members officers who shall hold the titles of mayor and deputy mayor, each serving at the pleasure of the commission. The mayor and deputy mayor shall retain the rights of commissioner and the right to vote on issues before the commission. The mayor shall preside at meetings of the city commission, represent the city in intergovernmental relationships, present an annual State of the City Message, and perform other duties specified by~~

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the commission. The mayor shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of military law, but shall have no administrative duties. ~~The city commission shall elect from among its members a deputy mayor who shall act as mayor during the absence or disability of the mayor. However, if a vacancy occurs in the position of mayor or deputy mayor, the vacancy shall be filled in accordance with section 4.08(e) of this Charter.~~

~~The mayor shall not vote except in case of a tie vote of the commission. Within ten (10) days after the adoption of any ordinance by the city commission, the mayor shall have the power to veto said ordinance and return it to the commission at the next regular meeting with a written message. It shall require the affirmative vote of four (4) commission members to pass the ordinance after the mayor's veto.~~

Section 4.08. Vacancies; forfeitures of office; filling of vacancies.

- (a) *Vacancies.* The office of the commissioner ~~or mayor~~ shall become vacant upon their death, resignation, removal from office in any manner authorized by law or forfeiture of their office, or in the event no one is elected to the office of ~~mayor or~~ commission member.
- (b) *Forfeiture of office.* A commissioner ~~or mayor~~ shall forfeit their office if a commissioner or mayor:
 - (1) Lacks at any time during their term of office any qualifications prescribed by this Charter or by law; or
 - (2) Knowingly and willfully violates any express prohibition of this Charter; or
 - (3) Is convicted of a felony; or
 - (4) Fails to attend three (3) consecutive regular meetings of the commission without being duly excused by the commission.
- (c) *Filling of vacancies.* A vacancy in ~~the mayor's position or~~ a commission member's seat shall be filled by a qualified person until the next regular election by a majority vote of all remaining members of the city commission. It shall be the duty of the remaining members to fill the vacancy at either of the next two regular meetings of the commission following the creation of the vacancy. At the next regular election, a qualified person shall be elected for a term equaling that period of time necessary to complete the unexpired terms of the previously vacated position or seat; unless the previous term was to expire, in which case such person shall be elected for a four (4) year term.

Section 4.10. City clerk.

- (a) The city commission, after receiving a nomination from ~~either the mayor or~~ a commission member(s) shall, by a vote of not less than four (4) commission members, appoint an officer of the city who shall have the title of city clerk. The city clerk's compensation shall be established by the city commission. The city clerk shall give notice of commission meetings

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to its members and the public, keep the journal of its proceedings and perform such other duties as are provided by this Charter, by the commission or by law.

- (b) The city clerk may be removed by a vote of not less than four (4) commission members.

Section 6.02. City attorney.

- (a) The city commission, after receiving a nomination from ~~either the mayor or~~ a commission member(s) shall, by a vote of not less than four (4) commission members, appoint an officer of the city who shall have the title of city attorney. The city attorney shall represent the city in legal proceedings and shall perform such duties as provided by this Charter, by the commission, or by law.

- (b) The city attorney may be removed by a vote of not less than four (4) commission members.

Section 8.01. The city elections.

The regular general city election for electing ~~the mayor and~~ commission members from seats two and four shall coincide with the Florida Gubernatorial election years. The regular general election for electing commission members from seats one, three, and five shall coincide with the United States Presidential election years. ~~The entire electorate shall be entitled to vote in elections for mayor and commission members.~~

Section 13.05 Transition to Mayor selected by the Commission; Single-member districts

(1) This transition shall not affect the term of any elected official of the City of Winter Springs serving at the time of its passage. The individual elected as mayor on the effective date of this amendment on November 3, 2026 shall exercise all powers and perform all duties of the office as provided in the prior version of this Charter until the expiration of the term for which he or she was elected.

(2) Beginning with the general election held in November 2030, the office of mayor shall no longer be elected by the voters but shall instead be selected by the city commission, with the first selection to occur at the first regular or special meeting of the commission at which the commissioners elected in November 2030 are seated.

(3) Beginning with the general election held in November 2028, the five (5) commission members shall be elected from single-member districts pursuant to Section 4.01(c) of this Charter.

(B) **Ballot Question.** Concurrent with the general election scheduled for November 3, 2026 or as authorized in Section 2 of this Ordinance, the following question shall be placed on the ballot by the Seminole County Supervisor of Elections.

Charter Amendment – Transition to Appointed Mayor and Establishment of Single-Member Commission Districts

Shall the City Charter be amended to eliminate the elected office of Mayor effective after the 2030 regular election and provide that thereafter the City Commission shall annually appoint from among its members a Mayor and Deputy Mayor; to replace the current at-large election of City Commissioners with five single-member districts, each elected only by voters residing in that district; and to provide for related transition and conforming amendments?

_____ YES

_____ NO

SECTION 4. Coordination with Supervisor of Elections. The City Clerk is hereby authorized and directed to instruct and coordinate with the Supervisor of Elections of Seminole County to include the above-described questions on the ballot concurrent with the general election to be held on November 3, 2026 or as authorized in Section 2 of this Ordinance.

SECTION 5. Notice of Referendum Election. General notice shall be first published at least thirty (30) days prior to the November 3, 2026 general election or the date that the election is actually held in accordance with Section 2 of this Ordinance. The publication of said notice shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the election is held, in the manner provided in Section 100.342, *Florida Statutes*, and substantially in the form attached hereto as **Exhibit “A”** or as otherwise lawfully provided.

SECTION 6. Payment of Referendum Expenses. The City Manager is hereby authorized and directed to approve the payment of lawful expenses associated with conducting the City Charter referendum election.

SECTION 7. Voter Registration Books. The Supervisor of Elections for Seminole County is hereby authorized and requested to furnish to the inspectors and clerks at each place where the votes are to be cast in such City Charter referendum, applicable portions of the registration books or certified copies thereof showing the names of the qualified electors residing in the City of Winter Springs.

SECTION 8. Election Administration. The City Charter referendum shall be held and conducted in the manner prescribed by law and shall be as soon as practicable, be returned and canvassed in the manner prescribed by law. The result shall show the number of qualified electors who voted at such Charter referendum and the number of votes cast respectively for and against

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approval of the City Charter. Upon certification in the manner prescribed by law, the results shall be recorded in the minutes of the City Commission of the City of Winter Springs.

SECTION 9. Severability. Should any section or provision of this Ordinance, or any portion hereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 10. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida; however, the ballot proposal in Section 3 shall only become effective, independent of any other ballot proposal, if a majority of the registered electors of the City of Winter Springs, Florida, who vote at the referendum election required by this Ordinance, approve the specific ballot question set forth in Section 3 of this Ordinance. The City Clerk is directed upon adoption of the revised Charter to promptly file the revised Charter therein with the State of Florida, Department of State, as required by Section 166.031, *Florida Statutes*, and incorporate the Charter amendment into the City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the _____ day of _____, 2025.

Kevin McCann, Mayor

ATTEST:

Christian Gowan
City Clerk

Approved as to legal form and sufficiency for
the City of Winter Springs only

Anthony A. Garganese
City Attorney

First Reading: _____
Legal Advertisements: _____
Second Reading: _____
Effective Date _____

City of Winter Springs
Ordinance No. 2025-15

EXHIBIT A

Ordinance No. 2025 -15

NOTICE OF CITY REFERENDUM

Pursuant to the provisions of Section 100.342, *Florida Statutes*, notice is hereby given that a referendum shall be held on November 3, 2026 or such other date as may be authorized by law, where the citizens of Winter Springs will have an opportunity to vote upon the referendum question described in Ordinance 2025-15, adopted by the City Commission of the City of Winter Springs, Florida on the ____ day of _____ 2025. The title of the Ordinance is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA; PROVIDING FOR A REFERENDUM AND BALLOT LANGUAGE FOR THE NOVEMBER 3, 2026 GENERAL ELECTION OR AN ELECTION SCHEDULED THEREAFTER; PROPOSING AMENDMENTS TO THE CITY CHARTER TO ELIMINATE THE ELECTED OFFICE OF MAYOR EFFECTIVE AFTER THE 2030 GENERAL ELECTION; PROVIDING FOR THE ANNUAL SELECTION OF A MAYOR AND DEPUTY MAYOR BY THE CITY COMMISSION; ESTABLISHING FIVE SINGLE-MEMBER CITY COMMISSION DISTRICTS ELECTED ONLY BY VOTERS RESIDING IN EACH DISTRICT; PROVIDING FOR CONFORMING AMENDMENTS AND TRANSITIONAL PROVISIONS; PROVIDING FOR A NOTICE OF CITY OF WINTER SPRINGS CHARTER REFERENDUM QUESTION; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

The ballot caption and referendum question is as follows:

Charter Amendment – Transition to Appointed Mayor and Establishment of Single-Member Commission Districts

Shall the City Charter be amended to eliminate the elected office of Mayor effective after the 2030 regular election and provide that thereafter the City Commission shall annually appoint from among its members a Mayor and Deputy Mayor; to replace the current at-large election of City Commissioners with five single-member districts, each elected only by voters residing in that district; and to provide for related transition and conforming amendments?

_____ YES

_____ NO

City of Winter Springs
Ordinance No. 2025-15



PUBLIC HEARINGS AGENDA ITEM 401

CITY COMMISSION AGENDA | NOVEMBER 10, 2025 REGULAR MEETING

TITLE

First Reading of Ordinance 2025-16: Amending Allowable Expenditures of Tree Bank Funds

SUMMARY

The City Commission previously discussed the use of arbor, also known as tree bank, fund revenues at the August 25, 2025 meeting. The Commission voted at that time to direct staff look into adding language to replace trees that are removed with other trees and not allow funds to be expended on equipment.

The proposed ordinance amends Section 5.9. Winter Springs City Code to make these desired changes, specifically stating "Monies collected in the tree bank shall be used for planting and maintaining desirable trees on public lands or for meeting Tree City USA Standards as published by the Arbor Day Foundation. Tree bank monies shall not be used to purchase equipment." Desirable trees is a defined term in the City's Tree Ordinance and are listed in the City Code in the Appendix in Chapter 5 of the City Code.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission hold a public hearing and approve Ordinance 2025-16 on first reading.

ORDINANCE NO. 2025-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; AMENDING THE CODE OF ORDINANCES OF THE CITY OF WINTER SPRINGS SECTION 5.9, REGARDING THE EXPENDITURE OF MONIES COLLECTED IN THE CITY'S TREE BANK; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Commission recognizes that the City's Tree Protection and Preservation Ordinance currently allows the City Commission to waive the number of replacement trees required upon issuance of a tree removal permit if an applicant pays a tree replacement fee to the City's "tree bank," and that monies collected in the tree bank will be used for enhancement and maintenance of trees on public lands; and

WHEREAS, the intent and purpose of this Ordinance is to amend the Tree Protection Ordinance only with respect to how the tree bank monies collected by the City can be expended; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Winter Springs; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Commission of the City of Winter Springs.

Section 2. **Code Amendment.** Chapter 5, of the City Code is hereby amended as follows: (underlined type indicates additions to the City Code and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Chapter 5. It is intended that the text in Chapter 5 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

Chapter 5 – TREE PROTECTION AND PRESERVATION

* * *

Sec 5-9. – Tree replacement guidelines.

* * *

(b) Criteria for replacement trees is as follows:

* * *

(5) Waivers of replacement tree(s) specifications.

a. General waivers. The number of required replacement trees may be waived by the city commission, if the city commission determines that the remaining number of trees to be preserved on site are of sufficient number and quality to substantially comply with the purpose and intent of this chapter and a tree replacement fee is paid to the city's "tree bank," which is hereby established. Monies collected in the tree bank shall be used for ~~enhancement and maintenance of~~ planting and maintaining desirable trees on public lands or for meeting Tree City USA Standards as published by the Arbor Day Foundation. Tree bank monies shall not be used to purchase equipment. The contribution to the tree bank may be waived by the city commission for individual homeowners, on a case-by-case basis, if the homeowner can demonstrate that the payment of the fee will cause the homeowner an undue economic hardship. Substitute tree(s) allowed under this waiver provision must have the approval of the city commission. The amount to be paid into the tree bank shall be set forth in Table 1 and should be based upon wholesale market value of the trees being replaced, plus installation and maintenance costs to establish the tree.

* * *

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts or ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Incorporation into Code.** This Ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 7. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 8. **Effective Date.** This Ordinance shall become effective upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the ____ day of _____, 2025.

Kevin McCann, Mayor

ATTEST:

Christian Gowan, City Clerk

**APPROVED AS TO LEGAL FORM
AND SUFFICIENCY FOR THE CITY
OF WINTER SPRINGS ONLY:**

Anthony A. Garganese, City Attorney

First Reading:
Legal Ad:
Second Reading:



REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | NOVEMBER 10, 2025 REGULAR MEETING

TITLE

Consideration of Fee Waiver for the Wesley Seth Foundation Event

SUMMARY

Ms. Libby Baity, on behalf of The Wesley Seth Foundation, has expressed interest in hosting a BBQ competition event at Central Winds Park on May 16th, 2026. City staff has confirmed the availability of the requested facilities for the date requested and determined that adequate City resources are available to accommodate this request. Ms. Baity has requested an opportunity to request a waiver from the City Commission of a \$2,000 park rental fee that is established by resolution.

FUNDING SOURCE

RECOMMENDATION

City staff is recommending the Commission review the information present by the event organizer and provide further direction to staff regarding the waiver of applicable fees.

Pending the decision from the City Commission the City staff and City Attorney's office would work with the event organizer to draft a contract for future approval by the City Commission.



**CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434

Winter Springs, Florida 32708

customerservice@winterspringsfl.org

Application – Special Event

The City Manager or designee reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per the City's [Land Development Code](#). Applications must be received sixty days prior to the Special Event. All applications must include a site map. Once completed, please e-mail this form to customerservice@winterspringsfl.org. A deposit of \$250.00 (refundable) is required.

Name: _____

Address: _____ Parcel ID: _____

Phone Number: _____ Mobil Number: _____

Email: _____

Name of person, corporation, or association sponsoring the activity: _____

Address: _____

Phone Number: _____

Type of Organization: _____

Federal Identification Number Tax Exempt Number: _____

Name and Description of proposed activity: _____

Date(s) of Event: _____ Set up time(s): _____

Hours of Event: _____

Estimated Attendance PER DAY: _____

Number of Auxiliary vehicles/equipment: _____

Type: _____

Type of event (check all that apply):

___ Carnival/Circus/Fair

___ Exhibit

___ Festival

___ Picnic/Party

___ Seminars/Meetings

___ Tournament/Competition

___ Other (explain)

___ Wedding/Reception

Event Details:

___ Open to Public

___ Food/Beverage/Catering (Health Dept. Cert. Required)

___ Alcohol Beverages (free of charge)

___ Merchandise Sales

___ Alcohol Beverages Sales

___ Admission Charge/Ticket Sales \$

___ Special Set-ups

___ Road or Sidewalk Closure *please attach map of closure



REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | NOVEMBER 10, 2025 REGULAR MEETING

TITLE

State Revolving Fund Loan Application for East Waste Water Facility Replacement Construction

SUMMARY

On June 13th the City Commission approved Resolution 2022-12 adopting the Clean Water State Revolving Fund Wastewater Facilities Plan for the implementation of the East and West Water Reclamation Facility replacements. The plan included findings and summary of necessary improvements for the purpose of designing and constructing Waste Water Facilities.

On August 13th the City received notification from the Florida Department of Environmental Protection (FDEP) that the City's request to be included on the "FY 2026 CWSRF Water Pollution Control Priority List" for State Revolving Fund (SRF) funding for construction services for Winter Springs was approved in the amount of \$20,000,000.

Please find attached Resolution 2025-22 and FDEP Loan Application for approval to submit the City's loan application for construction.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the City Commission consider and approve Resolution 2025-22 authorizing the City Manager to execute and submit a loan application with the Florida Department of Environmental Protection for Project WW59062 - East Waste Water Facility Replacement Construction.

RESOLUTION NO. 2025-22

A RESOLUTION OF CITY OF WINTER SPRINGS, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM AND REPLACING THE CITY'S EAST WASTEWATER TREATMENT PLANT; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

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

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

WHEREAS, after careful consideration and study and being duly advised by technical experts and City staff, the City Commission has determined that the City of Winter Springs is in need of replacing its existing East Wastewater Treatment Plant that is reaching the end of life span; and

WHEREAS, the City has estimated that the cost of replacing the existing East Wastewater Treatment Plant is approximately \$73,345,821 and it is necessary to obtain funding to complete the replacement project; and

WHEREAS, the State Revolving Fund loan priority list designates the construction for Project No. WW59062 as eligible for available funding; and

WHEREAS, the City of Winter Springs, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing; and

WHEREAS, the City Commission of the City of Winter Springs declares that this Resolution is in the best interests of the public health, safety, welfare, convenience, and morals of the citizens of Winter Springs.

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

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of Winter Springs, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are net water and sewer system revenues after payment of debt service on the following prior senior debt:

- (1) Water and Sewer Refunding Revenue Bonds, Series 2000;
- (2) Water and Sewer Revenue Refunding Note Payable, Series 2016;
- (3) Water and Sewer Revenue Refunding Note Payable, Series 2020;
- (4) City of Winter Springs, Florida, SRF Loan DW590610; and
- (5) City of Winter Springs, Florida. SRF Loan WW59062.

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

SECTION V. The Mayor, or the Deputy Mayor in the absence of the Mayor, is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor, or the Deputy Mayor in the absence of the Mayor, and the City Manager are authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The City Manager is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement. The City Attorney is authorized to represent the City in carrying out the City's legal related responsibilities under the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is the adoption of this Resolution by the City Commission, by majority vote, in accordance with the powers vested in the City Commission under the Constitution and laws of the State of Florida, including particularly, Chapter 166, Florida Statutes, and other applicable provisions of law, including the City Charter and Code of Ordinances.

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

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

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption by the City Commission of the City of Winter Springs, Florida.

[Signature Page Follows]

RESOLVED, by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 10th day of November, 2025.

KEVIN McCANN, Mayor

ATTEST:

CHRISTIAN GOWAN, City Clerk

Approved as to legal form and sufficiency for
the City of Winter Springs only:

ANTHONY A. GARGANESE, City Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

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

LOAN APPLICATION



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

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LOAN APPLICATION

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

PART I - ADMINISTRATIVE INFORMATION

- (1) PROJECT SPONSOR City of Winter Springs
Federal Employer Identification Number _____
DUNS Number _____
- (2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).
Name Kevin Sweet Title City Manager
Telephone 407-327-5950 FAX 407-327-4753 Email ksweet@winterspringsfl.org
Mailing Address 1126 East State Road 434, Winter Springs, FL 32708
- (3) PRIMARY CONTACT (person to answer questions regarding this application).
Name Holly Queen Title Finance Director
Telephone 407-327-6557 FAX 407-327-4753 Email hqueen@winterspringsfl.org
Employer City of Winter Springs
Mailing Address 1126 East State Road 434, Winter Springs, FL 32708
- (4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #* 1).
Name Erica Stone Title Project Manager
Telephone 407-478-4642 FAX 407-478-4643 Email estone@carollo.com
Employer Carollo Engineers, Inc.
Mailing Address 200 East Robinson Street, Suite 1400, Orlando, FL 32801
- (5) PROJECT NUMBER (listed on the Department's priority list). 59062
- (6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing?

☐

Yes

☒

No

PART II – PROJECT INFORMATION

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

A. PLANNING, DESIGN OR SSES PROJECT

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

- (1) ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment #*_____) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No. If “No”, please explain. (*Attachment #*_____)
- (2) SCHEDULE.
- (a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)
- | | |
|------------------------------------|-------|
| Planning documentation | _____ |
| Engineering work | _____ |
| Certification of site availability | _____ |
| Permit | _____ |
- (b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (*Attachment #*_____) ☐ Yes ☐ No
- (c) Is this a design/build project? ☐ Yes ☐ No
- (3) COST. Is the cost information submitted for the planning, design or SSES loan priority list current? ☐ Yes ☐ No
If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #*_____) Note that the disbursable amount will be limited to the priority list amount.

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

- (1) ACTIVITIES.
- (a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #*²_____).
- Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No
If “No”, please explain. (*Attachment #*_____)
- (b) Have any of the contracts been bid? ☐ Yes ☒ No
If “Yes”, indicate which contracts have been bid. (*Attachment #*_____)
- (c) Was planning, design, or SSES for this project financed in another SRF loan? ☒ Yes ☐ No
If “Yes”, give the SRF loan number. WW590620
- (d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☒ No
If “Yes”, attach a copy of the interlocal agreement. (*Attachment #*_____)
- Is the interlocal agreement fully executed and enforceable? ☐ Yes ☐ No
If “No”, please explain (*Attachment #*_____).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. April 2026
- (b) Anticipated completion of all construction contracts. September 2028

- (3) COST. Is the cost information submitted for the priority list current? ☒ Yes ☐ No

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

PART III - FINANCIAL INFORMATION

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

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$ 20,000,000

Note that the disburseable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

- (2) TERMS AND REPAYMENT.

- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.

What is the useful life of the project? 30 (years)

Over how many years would you like to amortize the loan? 20 (years)

- (b) List all revenues that are to be pledged for repayment of this loan. Water & Sewer Operations

- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? 15 % (coverage percentage)

- (d) Is any other financial assistance being applied to this project? ☐ Yes ☐ No

If "Yes", please list. (Attachment #_____)

- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.

- (4) INFORMATION ON LIENS.

- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment #_____) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.

- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

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

PART IV – AUTHORIZATION AND ASSURANCES

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

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

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

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

Signed this _____ Day of _____, 20 25

Authorized Representative _____ Kevin Sweet

(signature) (name typed or printed)

Attachments

PART V – SUPPLEMENTARY INFORMATION

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

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

	#1	#2	#3
Identify Each Obligation	_____	_____	_____
Coverage	_____ %	_____ %	_____ %
Insured?	_____ Yes _____ No	_____ Yes _____ No	_____ Yes _____ No

Fiscal Year	Annual Debt Service (Principal Plus Interest)			Total Debt Service	Total Debt Service Incl. Coverage
	#1	#2	#3		
2011	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2012	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2013	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2014	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2015	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2016	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2017	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2018	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2019	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2020	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2021	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2022	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2023	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2024	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2025	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2026	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2027	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2028	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2029	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2030	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2031	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2032	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2033	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2034	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2035	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2036	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2037	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Part V - Supplementary Information
Schedule of Prior and Parity Liens

	#1 US Bank 2000 Revenue Bonds	#2 Florida SRF 2017 Note	#3 Truist Bank 2020 Refinance	Total Debt Service	Total Debt Service Incl. Coverage
Coverage	10%	15%	10%		
Insured	No	No	No		
Fiscal Year					
2023	1,875,000	320,150	185,857	2,381,007	2,644,408
2024	1,875,000	320,150	185,492	2,380,642	2,643,988
2025	1,875,000	320,150	185,084	2,380,234	2,643,519
2026	1,875,000	320,150	185,641	2,380,791	2,644,160
2027	1,875,000	320,150	186,147	2,381,297	2,644,742
2028	1,875,000	320,150	185,610	2,380,760	2,644,124
2029	1,875,000	320,150	186,030	2,381,180	2,644,607

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

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

	<u>FY 2023</u>	<u>FY 2024</u>
(a) Operating Revenues (Source)		
(b) Interest Income		
(c) Other Income or Revenue (Identify)		
(d) Total Revenues		
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)		
(f) Net Revenues [(f) = (d) – (e)]		
(g) Debt Service (including any required coverage)		
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (Attachment #_____)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (Attachment #_____)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (Attachment #_____)		

Part V - Supplementary Information
Schedule of Actual Revenues and Debt Coverage

	FY 2023	FY 2024
(a) Operating Revenues (Source)	12,616,106	14,502,217
(b) Interest Income	1,041,389	1,655,699
(c) Other Income or Revenue (Identify)		
Transfers In	40,000	10,000,000
Capital Grant	552,056	
Connection Fees	198,599	276,177
Proceeds of Sale of Assets		110,291
Sale of Easement Rights		1,250,943
(d) Total Revenues	14,448,150	27,795,327
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	11,068,236	11,221,419
(f) Net Revenues [(f) = (d) - (e)]	3,379,914	16,573,908
(g) Debt Service (including any required coverage)	2,644,408	2,643,988

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

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

	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>
(a) Operating Revenue	_____	_____	_____	_____	_____
(b) Interest Income	_____	_____	_____	_____	_____
(c) Other Income or Revenue (identify)					
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
(d) Total Revenues	_____	_____	_____	_____	_____
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	_____	_____	_____	_____	_____
(f) Net Revenues (f = d - e)	_____	_____	_____	_____	_____
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans	_____	_____	_____	_____	_____
(h) Revenue (including coverage) pledged to outstanding SRF loans	_____	_____	_____	_____	_____
(i) Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	_____	_____	_____	_____	_____
(j) Identify the source of the above information and explain methods used to develop the projections (<i>Attachment #</i> _____). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.					
(k) For construction loans, are the above projections consistent with the accepted financial feasibility information?				☐ Yes	☐ No

If “No”, please explain. (*Attachment #*_____)

Part V - Supplementary Information
Schedule of Projected Revenues and Debt Coverage

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
(a) Operating Revenue	17,202,290	20,473,000	22,524,600	24,803,400	26,151,200
(b) Interest Income	1,301,374	626,400	575,600	415,600	348,400
(c) Other Income or Revenue (identify)					
(d) Total Revenues	18,503,664	21,099,400	23,100,200	25,219,000	26,499,600
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	12,313,604	12,825,691	13,210,462	13,606,776	14,014,979
(f) Net Revenues (f = d - e)	6,190,060	8,273,709	9,889,738	11,612,224	12,484,621
(g) Revenue (including coverage) pledged to debt service, excluding SRF Loans	2,275,346	2,275,987	2,276,569	2,275,952	2,276,435
(h) Revenue (including coverage) pledged to outstanding SRF Loans	368,173	368,173	368,173	368,173	368,173
(i) Revenue Available for this SRF Loan [(i) = (f) - (g) - (h)]	3,546,541	5,629,549	7,244,996	8,968,100	9,840,014

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

[illegible]



REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | NOVEMBER 10, 2025 REGULAR MEETING

TITLE

Matters Related to Boards and Committees

SUMMARY

The City Clerk Department wishes to inform the City Commission of the following vacancies:

Per Section 2-41(e) of the City Code, "If any commissioner fails to appoint a member within thirty (30) days after a vacancy occurs or a term expires, that seat shall be filled by a majority vote of the commission."

CURRENT VACANCIES:

- **Oak Forest Wall and Beautification District Advisory Committee**
 - Seat Four: Term Expires August 31, 2026

FUNDING SOURCE

RECOMMENDATION

Staff requests the vacancy on Seat Four of the Oak Forest Wall and Beautification District Advisory Committee be filled by Commissioner Resnick.



REGULAR AGENDA ITEM 503

CITY COMMISSION AGENDA | NOVEMBER 10, 2025 REGULAR MEETING

TITLE

New Business

SUMMARY

Pursuant to Sec 2-27 (c)(2) of the City Code, "Unless otherwise determined by the city commission, each regular agenda shall include a new business section, placed in the order on the agenda approved by the city commission, which provides the mayor, any city commissioner, city manager or city attorney an opportunity to briefly introduce new issues not on the agenda solely for the purpose of requesting that the city commission direct the city manager to further evaluate and prepare the item for placement on a future agenda as a commission- directed item. The new business section shall not be used to present items requiring prior public notice or hearing, for reports allowed under subsection (m), or be used as a substitute for timely placing items on the agenda prior to the agenda packet being distributed or as an add-on item as required by subsection (b). The city commission will not take final action on any new business item other than deciding whether the item should be placed on a future agenda.

Persons introducing new business items are encouraged to provide background information regarding the item prior to or at the meeting in the same manner as permitted for reports under subsection (m)(4)."

FUNDING SOURCE

RECOMMENDATION

N/A