CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, JANUARY 12, 2026 - 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 of the Key to the City to Charles Lacey

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. Surplus Assets
Surplus Assets 01.12.26.pdf

301. Purchase of a Firearms Safety and Training Simulator (Dart Max) for the Winter Springs Police Department
DART-MAX-Brochure-2025.pdf
FE024 - City of Winter Springs - Agreement Grant Award Firearms.pdf
DART MAX Sole Source.pdf
DART Red Fire.pdf
DART Quote.pdf

302. IT Department Purchase of Eighteen (18) Replacement Toughbook Laptop Computers for Police Department

303. FY25-26 Asphalt Street Resurfacing
Winter Springs 2026 Projects.pdf
Winter Springs 2026 Projects Map Series.pdf
IFB-603616-19__Middlesex_.pdf
IFB-603616-19_Time_Extension_Middlesex_Paving__LLC..pdf

304. Deer Run Stormwater Control Structure Modification Project
Deer Run SD Willow Lake Control Structure (04-14-25).pdf
Willow Lake CS Site Inspection #1 (02-14-25).pdf
Deer Run Photographs Site Inspection #2 (03-06-25).pdf

Deer Run Control Structure Modification (Version #4).pdf
CCC FL Submittal - Deer Run Storm Structure - Signed.pdf

305. The Human Bean Final Site Acceptance
Human Bean Final Site Acceptance Checklist 01.05.2026.pdf

306. 699 Bear Paw Court Waiver for Designated Parking Area
Staff Report_Waiver_699 Bear Paw Ct_CC 01.12.26 FINAL.pdf
699 Bear Paw Ct Waiver Application SIGNED.pdf
699-BEAR_PAW-CT-699_BEAR_PAW-Survey_with_location_of_project.pdf
699 Bear Paw Ct Aerial View.png

307. Consideration of Fee Waiver Application for The Wesley Seth Foundation
Resolution 2025-25 Establishing a Partial Rental Fee Waiver Policy (Non-Profit Corporations).pdf
COWS Facility Fee Waiver Application - The Wesley Seth Foundation, Inc.pdf

308. Approval of the Minutes: Monday, December 8, 2025 City Commission Regular Meeting
2025 12 08 City Commission Regular Meeting Minutes.pdf

309. Approval of the Minutes: Thursday, December 18, 2025 City Commission Special Meeting
2025 12 18 City Commission Special 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. Second Reading and Adoption of Ordinance 2025-17: Reasonable Accommodation from the City's Land Development Regulations and Certified Recovery Residences

Ord. 2025-17 Chapter 20 Resonable Accommodation and Certified Recovery Residences.pdf
Ord. 2025-17 Business Impact Statement.pdf
Ordiance No 2025-17 Orlando Sentinel Affidavit 12.29.2025.pdf

401. Lot 4 Townhomes at Blake Commons, 1260 E. SR 434 – Aesthetic Review.
Townhomes Aesthetic Review Staff Report CC 1.12.2026.pdf
Item 401 - Presentation Townhomes Aesthetic Review - CC 1.12.26.pdf
Fig 1 Community Workshop Flyer.pdf
Fig 2 Community Workshop Attendance.pdf
Fig 3 Townhome Architectural Elevations.pdf

Fig 4 Corner Townhome Architectural Elevations.pdf
Fig 5 Townhome Renderings.pdf
Fig 6 Pavilion Elevations.pdf
Fig 7 Playground Exhibits.PDF
Fig 8 Aesthetic Review Application.PDF

402. Adoption of Resolution 2026-01: 1447 Bird Road Lot Split
Staff Report_Resolution 2026-01_CC 01.12.26 FINAL.pdf
Item 402_Presentation Resolution 2026-01_ CC 1.12.26.pdf
Fig 1 Resolution 2026-01.pdf
Fig 2 Lot Split Application.pdf
Fig 3 Talis Crossing Plat.pdf
Fig 4 Proposed Lot Split.pdf
Fig 5 Proposed New Lot.pdf
Fig 6 Buildable Area Illustration.pdf

REGULAR AGENDA

500. Matters Related to Boards & Committees

501. New Business

REPORTS

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

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 | JANUARY 12, 2026 REGULAR MEETING

TITLE

Surplus Assets

SUMMARY

The attached surplus asset list details fixed assets that no longer function or are needed and will be disposed of according to the City fixed asset procedure.

FUNDING SOURCE

N/A

RECOMMENDATION

Staff recommends the Commission authorize the disposition of surplus assets according to the attached summary sheet.

Comission Date	Surplus Assets	Methods of Disposal	
1/12/2026		1 - Auction/Sale	6 - Totaled/Accident
		2 - eWaste	7 - Lost
		3 - Destroy	8 - Stolen
		4 - Salvage	9 - Donated
		5 - Trade-in	10 - Transfer

Department	Description	Asset #	Acquisition Date	Original Cost	Method of Disposal
Police Dept	Furn Desk Executive L-Shaped	300176	9/17/2004	$ 1,063.51	3
Police Dept	Furn Desk Executive L-Shaped	300172	9/17/2004	$ 1,063.50	3
Police Dept	Furn Exec Desk - Bookcase & Lateral File	300271	12/21/2004	$ 934.00	3
Police Dept	Conference Table Ki Barron Series	5187-301406	10/27/1997	$ 1,545.00	5
Police Dept	Visual Board	5188-301407	11/7/1997	$ 1,139.88	5
Police Dept	Conference room furniture	307302	N/A - Controlled	N/A - Controlled	5
Police Dept	Equip Truck Vault Dual Drawer - Tahoe	301957	8/3/2012	$ 1,720.00	4
Police Dept	Equip Heat Chamber	301865	9/15/2010	$ 1,048.05	3
WATER & SEWER	Tool Undercounter Incubator	300520	2/17/2006	$ 2,658.91	3
WATER & SEWER	Pump Reliance Elec Polymer	307972	8/25/2003	N/A - Controlled	3
WATER & SEWER	Equip Microscope	303231	12/17/2010	$ 1,143.11	3
WATER & SEWER	Barnstead Fl Stream 8 Liter Glass Still	4554-307948	3/25/1998	$ 4,767.49	3
WATER & SEWER	Equip Fisch Scien Microscope Binoc 4	4345-307931	1/23/1998	$ 816.00	3
WATER & SEWER	Lab Refrigerator- Fisher Isotemp	583-307926	12/20/2002	$ 2,068.36	3
WATER & SEWER	Composite Sampler	303797	4/14/2017	$ 5,418.77	3
WATER & SEWER	WWTP - COMPOSITE AUTOSAMPLER	303919	6/28/2019	$ 6,099.18	3
WATER & SEWER	REFRIGERATED COMPOSITE SAMPLER	303567	6/9/2014	$ 6,511.81	3
WATER & SEWER	Composite Sampler	303796	4/14/2017	$ 5,418.77	3
WATER & SEWER	Meter Chlorine Analyser & Cht Record	2398-307894	8/10/1994	$ 2,750.00	3
WATER & SEWER	Equip Eastern Mixer	307971	8/25/2003	N/A - Controlled	3
WATER & SEWER	Refrigerator	2313	N/A - Controlled	N/A - Controlled	3
WATER & SEWER	Versaprobe - Meter Reading Equipment	303042	10/12/2009	$ 3,309.94	3
WATER & SEWER	Oven	2370	N/A - Controlled	N/A - Controlled	3
WATER & SEWER	767 - 2008 Ford F-250 Super Duty	300745	6/8/2007	$ 20,200.00	1
WATER & SEWER	754 - 2015 Ford F-250 Super Duty	303651	5/29/2015	$ 21,588.00	1
WATER & SEWER	866 - 2007 Ford F-150	300702	5/18/2007	$ 17,495.00	1
WATER & SEWER	744 - 2015 Ford F-250 Super Duty	303591	9/26/2014	$ 24,419.00	1
WATER & SEWER	708 - 2010 Ford Ranger 4X2	303186	7/30/2010	$ 16,866.00	1
WATER & SEWER	852 - 2002 Ford F-250 Super Duty	307828	5/13/2002	$ 23,907.00	1
WATER & SEWER	807 - 2005 Ford F150	300359	4/11/2005	$ 15,930.00	1
WATER & SEWER	861 - 2006 Ford F-150 4X4	300551	4/14/2006	$ 20,193.00	1
Parks & Rec	301 - 2012 Ford Escape	303400	5/25/2012	$ 17,092.00	1
Police Dept	Veh 2011 Chev Impala #12	301911	3/11/2011	$ 23,692.11	1
Fleet Maintenance	Chev Impala	vin# 2G1WD5EM3A1182315	N/A	N/A	1
Information Services	Digital Ally Cam-10X dashcam	301996	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Digital Ally Cam-10X dashcam	301995	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Digital Ally Cam-10X dashcam	301945	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Digital Ally Cam-10X dashcam	141200491	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Digital Ally Cam-10X dashcam	191300019	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	EZ DUPE CD/DVD Duplicator	12082009	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Verizon Netgear AirCard 791L (quantity 63)	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	T-Mobile JeXtream RG2100 (quantity 62)	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Verizon Inseego 8800L MiFi (quantity 46)	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	TMobile InSeeGo M3000B (quantity 2)	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Hardw Senior Center Aed Switch	303398	4/3/2012	$ 1,112.90	9 , 1 or 2
Information Services	Ph Sys Data Poe Switch	303333	12/13/2011	$ 1,077.00	9 , 1 or 2
Information Services	Ph Sys Data Poe Switch	303347	12/13/2011	$ 1,077.00	9 , 1 or 2
Information Services	Ph Sys Data Poe Switch	303330	12/13/2011	$ 1,077.00	9 , 1 or 2
Information Services	Ph Sys Data Poe Switch	303332	12/13/2011	$ 1,077.00	9 , 1 or 2
Information Services	Ph Sys Data Poe Switch	303335	12/13/2011	$ 1,077.00	9 , 1 or 2
Information Services	CISCO SWITCH	303739	3/22/2013	N/A - Controlled	9 , 1 or 2
Information Services	Ph Sys Data Poe Switch	303331	12/13/2011	$ 1,077.00	9 , 1 or 2
Information Services	Ph Sys Ss- Master	303323	12/13/2011	$ 2,400.00	9 , 1 or 2
Information Services	Ingenico 5100	T0561050	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Verifone pinpad 1000SE	T0561047	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Optiplex 5070 PDCROSS304024D	304024	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Micro Desktop - OptiPlex 3060	303887	2/15/2019	$ 580.65	9 , 1 or 2
Information Services	Micro Desktop - OptiPlex 3060	303886	2/15/2019	$ 580.65	9 , 1 or 2
Information Services	Dell OptiPlex 3060	305007	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Optiplex 7040	303680	6/23/2016	$ 999.84	9 , 1 or 2
Information Services	Dell OptiPlex 3060	305002	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	OptiPlex 3060	305008	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell OptiPlex 3060	305009	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	OPTIPLEX 7040 SFF	303723	3/4/2016	$ 1,069.78	9 , 1 or 2
Information Services	Dell Computer OptiPlex 7050	303843	11/17/2017	$ 1,240.00	9 , 1 or 2
Information Services	Dell Computer OptiPlex 7050	303844	11/17/2017	$ 1,240.00	9 , 1 or 2
Information Services	Comp Optiplex 790	303423	6/12/2012	$ 1,346.72	9 , 1 or 2
Information Services	Dell OptiPlex 3060	305006	N/A - Controlled	N/A - Controlled	9 , 1 or 2

Information Services	Comp Optiplex 7010	303284	3/15/2013	$ 1,175.90	9 , 1 or 2
Information Services	DELL OPTIFLEX 7050 COMPUTER	303802	6/16/2017	$ 1,437.00	9 , 1 or 2
Information Services	Comp Optiplex 7010	303444	12/7/2012	$ 1,286.35	9 , 1 or 2
Information Services	Optiplex 3060	305004	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	OptiPlex 7050	303804	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	COMPUTER OPTIPLEX 7010	306002	4/25/2014	$ 1,336.01	9 , 1 or 2
Information Services	COMPUTER OPTIPLEX 7010	306029	5/30/2014	$ 1,336.01	9 , 1 or 2
Information Services	Comp Optiplex 7010	303442	12/14/2012	$ 1,160.25	9 , 1 or 2
Information Services	Computer Optiplex 7010 - Multimedia	306023	5/23/2014	$ 905.10	9 , 1 or 2
Information Services	Dell Precision Computer	303848	2/8/2018	N/A - Controlled	9 , 1 or 2
Information Services	COMPUTER OPTIPLEX 7010	306031	5/30/2013	$ 1,336.01	9 , 1 or 2
Information Services	DELL OPTIPLEX 7050 COMPUTER	304085	6/9/2017	$ 1,377.00	9 , 1 or 2
Information Services	Comp Optiplex 7010	303437	12/21/2012	$ 1,147.25	9 , 1 or 2
Information Services	COMPUTER OPTIPLEX 7010	306008	4/25/2014	$ 1,041.49	9 , 1 or 2
Information Services	OptiPlex 3060	305005	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Computer OptiPlex 7050	303842	11/3/2017	$ 1,000.00	9 , 1 or 2
Information Services	Dell Computer OptiPlex 7050	306005	4/25/2014	$ 1,252.30	9 , 1 or 2
Information Services	Comp Optiplex 7010	303451	12/7/2012	$ 1,143.35	9 , 1 or 2
Information Services	COMPUTER OPTIPLEX 7010 - SPARE 1	306019	4/25/2014	$ 1,104.96	9 , 1 or 2
Information Services	OptiPlex 7020 SFF BTX	302103	4/24/2015	$ 887.99	9 , 1 or 2
Information Services	Precision 3420	9TFLXM2	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	COMPUTER OPTIPLEX 7010 - PATROL	306016	4/25/2014	$ 1,278.54	9 , 1 or 2
Information Services	COMPUTER OPTIPLEX 7010 - RECORDS 1	306004	4/25/2014	$ 1,252.30	9 , 1 or 2
Information Services	Optiplex 7470 All in One Computer	303951	5/22/2020	$ 834.39	9 , 1 or 2
Information Services	COMPUTER - DELL PRECISION TOWER 7810	302179	3/31/2015	$ 3,953.01	9 , 1 or 2
Information Services	DELL DESK TOP PC 5810 XCTO	303832	9/22/2017	$ 2,232.56	9 , 1 or 2
Information Services	Precision 5810	6RZXDH2	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Optiplex 7470 All in One Computer	303962-1	3/13/2020	$ 837.39	9 , 1 or 2
Information Services	Optiplex 7470 All in One	304035	4/29/2021	$ 834.39	9 , 1 or 2
Information Services	Optiplex 7470 All in One Computer	303953-1	5/22/2020	$ 834.39	9 , 1 or 2
Information Services	Optiplex 7470 All in One Computer	303961	3/13/2020	$ 837.39	9 , 1 or 2
Information Services	Optiplex 7470 All in One Computer	303948-1	3/13/2020	$ 837.39	9 , 1 or 2
Information Services	Optiplex 7470 All in One Computer	303954-1	5/22/2020	$ 834.39	9 , 1 or 2
Information Services	Optiplex 7470 All in One Computer	303949-1	3/13/2020	$ 837.39	9 , 1 or 2
Information Services	Optiplex 7470 All in One Computer	303950-1	5/22/2020	$ 834.39	9 , 1 or 2
Information Services	HP Pro 3130 MT	MXL1040LRN	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Optiplex 7470 All in One Computer	303960	3/13/2020	$ 837.39	9 , 1 or 2
Information Services	Optiplex 7470 All in One Computer	303959	3/13/2020	$ 837.39	9 , 1 or 2
Information Services	Optiplex 7470 All in One Computer	303969-1	3/13/2020	$ 837.39	9 , 1 or 2
Information Services	OptiPlex 7470	303979	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Optiplex 7470 All in One Computer	303958	3/13/2020	$ 837.39	9 , 1 or 2
Information Services	Precision 3630	303947	9/25/2020	$ 1,553.06	9 , 1 or 2
Information Services	COMPUTER OPTIPLEX 7010 - PATROL	306015	4/25/2014	$ 905.10	9 , 1 or 2
Information Services	Optiplex 7470 All in One Computer	303968-1	3/13/2020	$ 837.39	9 , 1 or 2
Information Services	Dell PR02X	CN0CY640129619AV2045A03	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell PR02X	CN035RXK129612708463A00	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell PR02X	CN0CY640129619124463A01	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell PR02X	CN0CY640129611BN2661A05	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell PR02X	CN0PKDGR759413660989A00	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell PR02X	CN0CY6401296199H4074A03	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Digital Patroller DVR Assembly DP2.0	303408	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Vostro 15 3530	304143	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Latitude 7400 Laptop	303944-1	3/13/2020	$ 889.68	9 , 1 or 2
Information Services	Latitude 7400 Laptop	303943-1	3/13/2020	$ 889.68	9 , 1 or 2
Information Services	Latitude 7400 Laptop	303957-1	5/22/2020	$ 889.68	9 , 1 or 2
Information Services	Laptop - Dell Latitude 5490 BTX	303880	2/15/2019	$ 972.40	9 , 1 or 2
Information Services	Laptop - Dell Latitude 5490 BTX	303881	2/15/2019	$ 972.40	9 , 1 or 2
Information Services	Comp Dell E6520	303364	2/24/2012	$ 1,555.23	9 , 1 or 2
Information Services	Comp Dell Lattitude E6430S	303450	12/7/2012	$ 1,883.77	9 , 1 or 2
Information Services	Comp Dell Latitude E6520	303355	1/16/2012	$ 2,273.77	9 , 1 or 2
Information Services	DELL LATITUDE E6530	303532	11/15/2013	$ 2,445.33	9 , 1 or 2
Information Services	Comp Dell Latitude E653	303431	9/11/2012	$ 2,668.40	9 , 1 or 2
Information Services	Panasonic CF-53 laptop	302135	12/4/2015	$ 3,056.01	9 , 1 or 2
Information Services	Panasonic CF-53 laptop	302178	12/4/2015	$ 3,056.01	9 , 1 or 2
Information Services	Panasonic CF-53	302167	12/4/2015	$ 3,056.01	9 , 1 or 2
Information Services	Latitude 5420	304064	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Laptop - Dell Latitude 5490 BTX	303882	2/15/2019	$ 972.40	9 , 1 or 2
Information Services	Laptop - Dell Latitude 5490 BTX	303884	2/15/2019	$ 972.40	9 , 1 or 2
Information Services	Dell Precision 7760	304054	10/1/2021	$ 1,624.00	9 , 1 or 2
Information Services	Panasonic Laptop	303774	2/10/2017	$ 2,824.99	9 , 1 or 2
Information Services	Panasonic CF-54 Toughbook laptop	302335	9/13/2019	$ 2,668.88	9 , 1 or 2
Information Services	Dell Precision 3440 Police Dispatch Desktop	304020	4/20/2021	$ 1,031.44	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K37444543CAUPL	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2014HT	CN0J6HFT74445433CBAL	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K37444543C274S	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K374445431ABKS	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K374445431A8RS	N/A - Controlled	N/A - Controlled	9 , 1 or 2

Information Services	Dell Monitor P2314HT	CN07R1K37444543CAB5L	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K37444543CAV7L	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K37444543CARZL	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K374445459AU3S	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K37444543K810S	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K37444545M63SS	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2014HT	CN0J6HFT74445433P58L	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2212HB	CN0NDMRP7426134K4HVU	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2312HT	CN0XTK9N744451BGGXNL	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K37444543CB89L	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor E2214HB	CN0F4WW6742615184WTB	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2018H	CN0N5P3KTV20087R07CUA03	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K374445431AT4S	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	ASUS Monitor VE228	H9LMQS042148	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2312HT	CN0XTK9N744451CAASRL	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2212HB	CN0NDMRP7426129M112M	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2312HT	CN0C730C7162325Q1805	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2312HT	CN0XTK9N7444527HC0GL	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor E2214HB	CN0F4WW6742615184KFB	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2312HT	CN0XTK9N7444525LBRRM	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor E2216H	CN0JF44YFCC007BUD9GBA02	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell monitor P2014HT	CN0J6HFT74445433CBML	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2018H	CN0N5P3KTV2008841G5UA03	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2312HT	CN0XTK9N7444527HC0FL	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor E2214HB	CN0GP54V742614C342AB	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor E2214HB	CN0GP54V742614C342EB	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor E2214HB	CN0GP54V742614C33DGB	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P1913SF	CN0NWXT67287225TE0AM	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K374445431A7TS	N/A - Controlled	N/A - Controlled	9 , 1 or 2
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Information Services	Dell Monitor E2214HB	CN0GP54V742614C33DFB	N/A - Controlled	N/A - Controlled	9 , 1 or 2
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Information Services	Dell Monitor E2214HB	CN0GP54V742614C341VB	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor E2214HB	CN0GP54V742614C33G0B	N/A - Controlled	N/A - Controlled	9 , 1 or 2
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Information Services	Dell Monitor P2214hb	CN0KW14V74261AAI6AUL	N/A - Controlled	N/A - Controlled	9 , 1 or 2
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Information Services	Dell Monitor P2314HT	CN07R1K374445431A80S	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell monitor P2314HT	CN07R1K37444542L917S	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K37444542LA3ES	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell Monitor P2314HT	CN07R1K374445431BCCS	N/A - Controlled	N/A - Controlled	9 , 1 or 2
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Information Services	Dell Monitor P2312HT	CN0XTK9N744451BGGXFL	N/A - Controlled	N/A - Controlled	9 , 1 or 2
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Information Services	Dell monitor P2014HT	CH0J6HFT744453CCAKHL	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell monitor P22212Hb	CN0NDMRP742612992H2U	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Dell monitor P2217H	CH0668VCQDC008CP1H8BA08	N/A - Controlled	N/A - Controlled	9 , 1 or 2
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Information Services	Dell monitor E207WFPc	CN0TW9566418082J014U	N/A - Controlled	N/A - Controlled	9 , 1 or 2
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Information Services	Planar monitor PXL2230MW	PL430Ht500640	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	NetGear WNDR4500v3	3W115A5T02888	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Cradlepoint AER2100	MM140026500309	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Cisco WS-C3650-48PQ-S	303655	7/10/2015	$ 10,316.31	9 , 1 or 2
Information Services	Cisco WS-C3750X-48PF-S	303325	12/13/2011	$ 8,400.00	9 , 1 or 2
Information Services	Cisco WS-C3750X-48PF-S	303324	12/13/2011	$ 8,400.00	9 , 1 or 2
Information Services	Cisco WS-C3750X-24P-S	303326	12/13/2011	$ 4,380.00	9 , 1 or 2
Information Services	Cisco WS-C3750X-24P-S	303329	12/13/2011	$ 4,380.00	9 , 1 or 2
Information Services	Cisco WS-C2960G-24TC-L	300647	3/16/2007	$ 6,164.75	9 , 1 or 2
Information Services	Cisco WS-C3750X-24T-S	303323	12/13/2011	$ 2,400.00	9 , 1 or 2
Information Services	Cisco WS-C3650-48TQ-S	303569	9/19/2014	$ 15,093.90	9 , 1 or 2
Information Services	Cisco WS-C3650-48TQ-E	303654	7/10/2015	$ 10,316.31	9 , 1 or 2
Information Services	Brother Rugged Jet Printer	U63110-A7Z560317	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Brother Rugged Jet Printer	U63110-A6Z242900	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Brother Rugged Jet Printer	U63110-A6Z285850	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Brother Rugged Jet Printer	U63110-A7Z560430	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Brother Rugged Jet Printer	U63110-A6Z242906	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Brother Rugged Jet Printer	U63110-A6Z243098	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Brother Rugged Jet Printer	U63110-A6Z242902	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Brother Rugged Jet Printer	U63110-A6Z285852	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Zebra RW420 Rugged Printer	AZRC10-21-5041	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Zebra RW420 Rugged Printer	XXRC07-23-5286	N/A - Controlled	N/A - Controlled	9 , 1 or 2

Information Services	Zebra RW420 Rugged Printer	AZRCC152209017	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Zebra RW420 Rugged Printer	AZRCC152209013	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Samsung Xpress M2070FW	0704B8KHCB006VJ	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	HP Laserjet P2035	VNB3B89110	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Digital Ally remote DWM1000RMT	0640-3114	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Digital Ally remote DWM1000RMT	0620-0C7C	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Digital Ally remote DWM1000RMT	0640-4D11	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Digital Ally remote DWM1000RMT	0640-50D2	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Microsoft Surface Pro 7+	304032	6/7/2021	$ 1,393.26	9 , 1 or 2
Information Services	Microsoft Surface Pro 7+	304033	6/1/2021	$ 1,333.90	9 , 1 or 2
Information Services	Microsoft Surface Pro 7+	304031	6/4/2021	$ 1,393.26	9 , 1 or 2
Information Services	Microsoft Surface Pro 4	302265	3/10/2017	$ 1,288.36	9 , 1 or 2
Information Services	MICROSOFT SURFACE PRO 6	303894	5/10/2019	$ 1,570.38	9 , 1 or 2
Information Services	DELL LATTITUDE E6540	303621	2/10/2015	$ 1,648.02	9 , 1 or 2
Information Services	Surface Pro 5th gen	304001	6/29/2018	$ 1,034.59	9 , 1 or 2
Information Services	iPad Air 3rd Gen	303987	8/28/2020	$ 606.88	9 , 1 or 2
Information Services	Microsoft Surface Pro 4	302269	3/10/2017	$ 1,288.36	9 , 1 or 2
Information Services	Microsoft Surface Pro 4	302268	3/10/2017	$ 1,288.36	9 , 1 or 2
Information Services	Microsoft Surface Pro 4	304098	8/26/2022	$ 391.90	9 , 1 or 2
Information Services	Microsoft Surface Pro 4	302266	3/10/2017	$ 1,288.36	9 , 1 or 2
Information Services	Microsoft Surface Pro 7+	304029	5/19/2021	$ 1,393.26	9 , 1 or 2
Information Services	Surface Pro 5th gen	303898	6/28/2019	$ 1,539.58	9 , 1 or 2
Information Services	Comp Latitude E6500	303048	1/22/2010	$ 1,422.92	9 , 1 or 2
Information Services	Ultratec Uniphone 1000	7230001829	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	SM16TAT2SA	C021317AR1300053	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	SM8TAF2DPA	SM8TAF2DPA	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	TPE-T80	JW1335T800064	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	Samsung UN32J400DBFXZA	06AS3CPHB01539Z	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	LG 55UQ7570PUJ	403BXNW00375	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	LG 55UP8000PUA	104RMEN65438	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	APC UPS pro 700 (quantity 5)	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	APC UPS pro 1000 (quantity 2)	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	APC UPS RS 1500	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	APC UPS smx2000LV (quantity 3)	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	APC UPS Pro 700 (quantity 7)	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	APC battery 0m-99076a	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	APC RBC17 (quantity 7)	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	APC battery RBC ap 885-4514E	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	APC battery 911-0140 (quantity 4)	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2
Information Services	American Battery RBC43 (quantity 4)	N/A - Controlled	N/A - Controlled	N/A - Controlled	9 , 1 or 2

CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | JANUARY 12, 2026 REGULAR MEETING

TITLE

Purchase of a Firearms Safety and Training Simulator (Dart Max) for the Winter Springs Police Department

SUMMARY

The police department had requested grant funds from the Florida Department of Law Enforcement FY25-26 Local Firearms Safety Training Program. We received confirmation of being awarded $84,787.00 for said program. This program will allow the police department to conduct firearms safety training to our community right from the confines of the police department. This will allow for senecio based, de-escalation training, and aid in the over goal of firearms proficiency, manipulation and safety. To meet the requirements of this grant, the police department has already scheduled four training classes for our community and provided lesson plans as required to FDLE. With the implementation of open carry in the state of Florida, we took this as an opportunity to provide another way to reach and connect with our community in a safe learning environment.

FUNDING SOURCE

The purchase of this firearms simulator system will be funded through grant agreement monies awarded by the Florida Department of Law Enforcement. The city will purchase this equipment and obtain reimbursement through FDLE. A budget amendment is necessary to adjust the related revenues and expenditures of this grant opportunity. A net neutral adjustment to increase revenue and expenditures in the amounts of $84,787.

RECOMMENDATION

Staff recommends the City Commission approve the purchase up to $84,787.00 for the purchase of a Dart Max simulated firearms training program. This simulator provides a realistic, flexible and cost effective approach to developing, improving, and maintaining firearms proficiency and skills and decision making abilities under stress. The police department applied and was awarded $84,787.00 in grant monies by the Florida Department of Law Enforcement to conduct firearms safety course for both the community and its officers.

DART MAX

DART MAX™ simulated firearms training provides a realistic, flexible, and cost-effective approach to developing, improving, and maintaining firearm proficiency and decision making skills.

The need for innovation in simulation training.

For decades, simulation training has proven to be an effective, cost-efficient way to improve firearm proficiency and critical decision making skills. It is also highly regarded as a way to experience and learn from life-threatening situations in a safe environment.

Yet, simulation systems themselves have changed very little since they were first introduced. For the past forty years, simulators have remained large, expensive, and based on outdated video technology. This lack of innovation has kept simulation training out of the hands of a majority of those who could benefit from it.

Introducing the future of firearms training.

DART MAX brings advanced simulation training to law enforcement and military personnel by offering features you would expect from more expensive systems; including multiple lanes, shooters, and weapons - but at a price that is surprisingly lower.

But DART MAX goes much further than affordability by introducing capabilities not found anywhere else. We invite you to compare the technology behind MAX, the number of training options available, its advanced courseware authoring, and realism with any other simulator at any price.

Accessible training is the key to frequency.

Firearms and related skills can only be developed through frequent and effective training, but that can't occur if a simulation system is too large, too expensive, or too complex to use. DART MAX eliminates these barriers to frequent use that are inherent in traditional simulation training.

Portable. DART MAX requires very little space, so it can transform virtually any room into a training center and move easily between locations.

Affordable. The main deterrent to simulation training has always been the cost of ownership, so DART MAX is reasonably priced and budget-friendly.

Easy. In the past, simulators were well known for being difficult to learn and use. DART MAX is intuitively designed so setup and use are easy.

Versatile. Legacy simulators based on older video technology did not lend themselves to repeat training. DART MAX incorporates more training options so that lessons are always fresh. In addition, MAX's powerful, courseware authoring allows you to tailor training content to the specific needs of your team. This encourages frequent training and leads to better-prepared individuals.



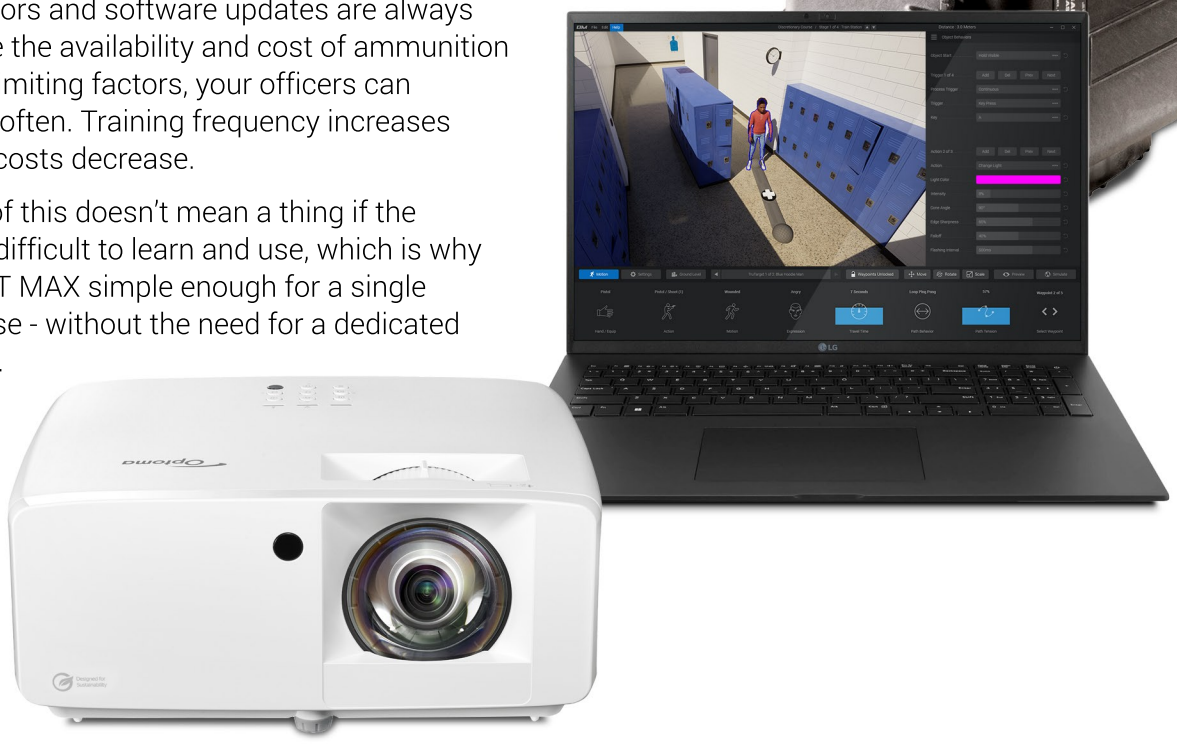
DART MAX offers the most realistic visuals ever created for a firearms training simulator.

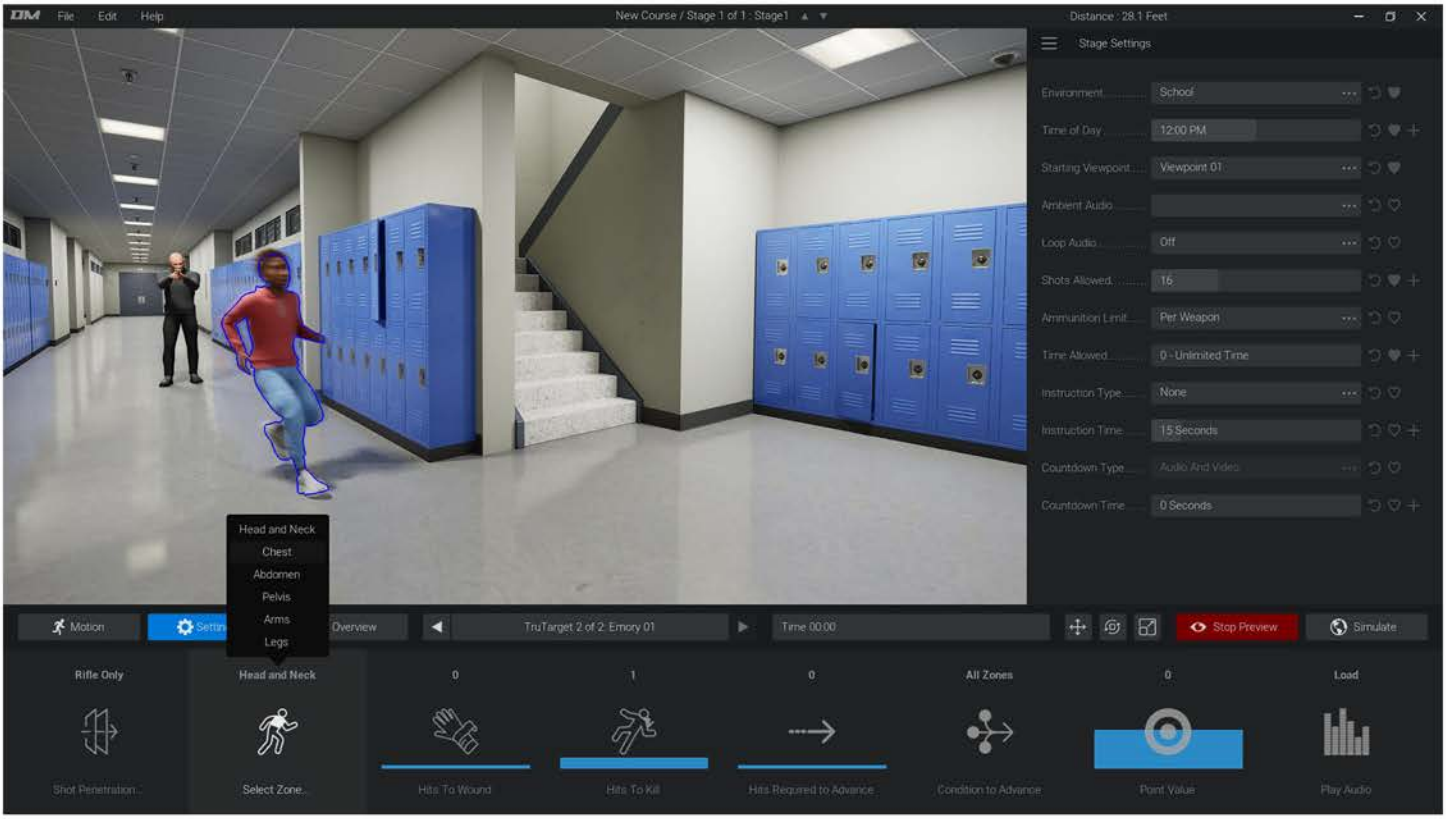
Portable, Affordable, and Easy to Use

DART MAX comes packaged in a single 24x16x10 inch case, which is exceptionally easy to transport and stow. The simulator can be set up virtually anywhere, which increases accessibility. As training accessibility increases, so does usage.

A complete DART MAX system costs a fraction of legacy simulators and software updates are always free. And since the availability and cost of ammunition are no longer limiting factors, your officers can practice more often. Training frequency increases while training costs decrease.

Of course, all of this doesn't mean a thing if the system is too difficult to learn and use, which is why we made DART MAX simple enough for a single individual to use - without the need for a dedicated system admin.





Every human character in a course or scenario can be assigned it's own behaviors and mortality parameters.

What a Simulator is Supposed To Do

An important part of a training simulator's job is to simulate real-life situations and environments as accurately as possible. Realistic and immersive visuals capture the attention of trainees and keeps them engaged, which is essential for maintaining focus throughout training. Not only does this lead to better retention and skill development, but a high degree of realism can also evoke an emotional response. This type of engagement helps trainees learn how to manage stress, make decisions under pressure, and handle their emotions effectively.

These are just some of the reasons that we focused on making DART MAX the most realistic training simulator ever developed. More realistic than VR. More realistic than video.

That's because realism in DART MAX extends past visual fidelity to include behaviors, actions, and reactions. Consider a scenario in which an armed suspect begins firing at you. In a typical video-based system, if you shoot the suspect (anywhere) they'll die. But is that realistic?

In DART MAX, human characters can react and respond in a number of ways. A single hit might stop the suspect - or maybe it won't.

A shot to the leg may cause the suspect to attempt to retreat, slow down, or give up. A single shot to the pelvis can be set to bring a subject down, where a hit to the chest may not. These rules can be purposely set or randomly assigned so that trainees cannot predict how a situation will unfold - even after running the same course multiple times.

The result is a simulation that is much more realistic and comparable to what a trainee may actually experience.

And isn't that what a simulator is supposed to do?





DART MAX is the most realistic virtual firing range available.

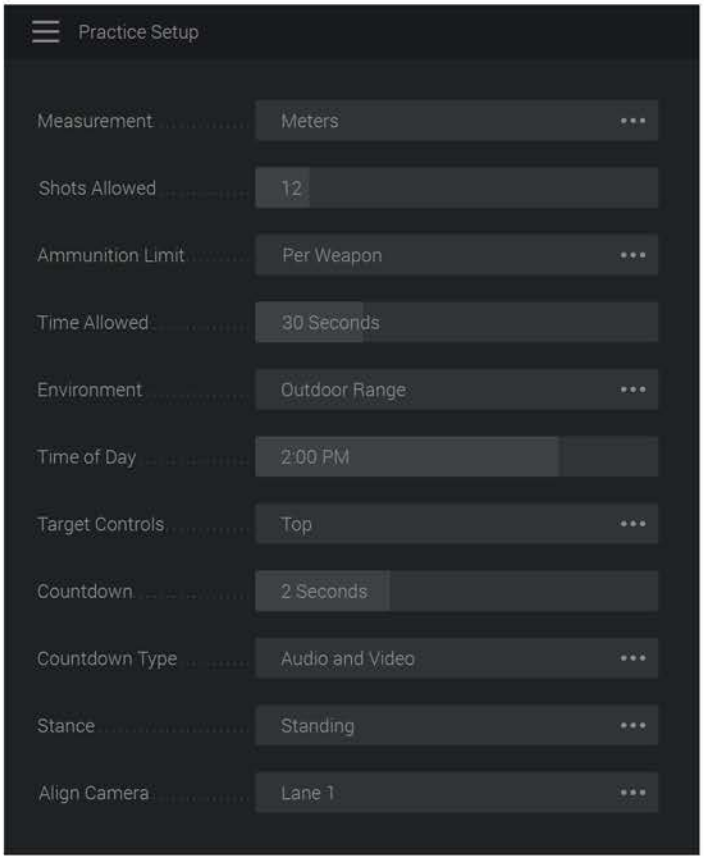
The Range was Never Like This

Traditional ranges are an important part of learning and developing firearm skills, but even the most sophisticated ranges have limitations that prevent them from being used to practice many critical skills.

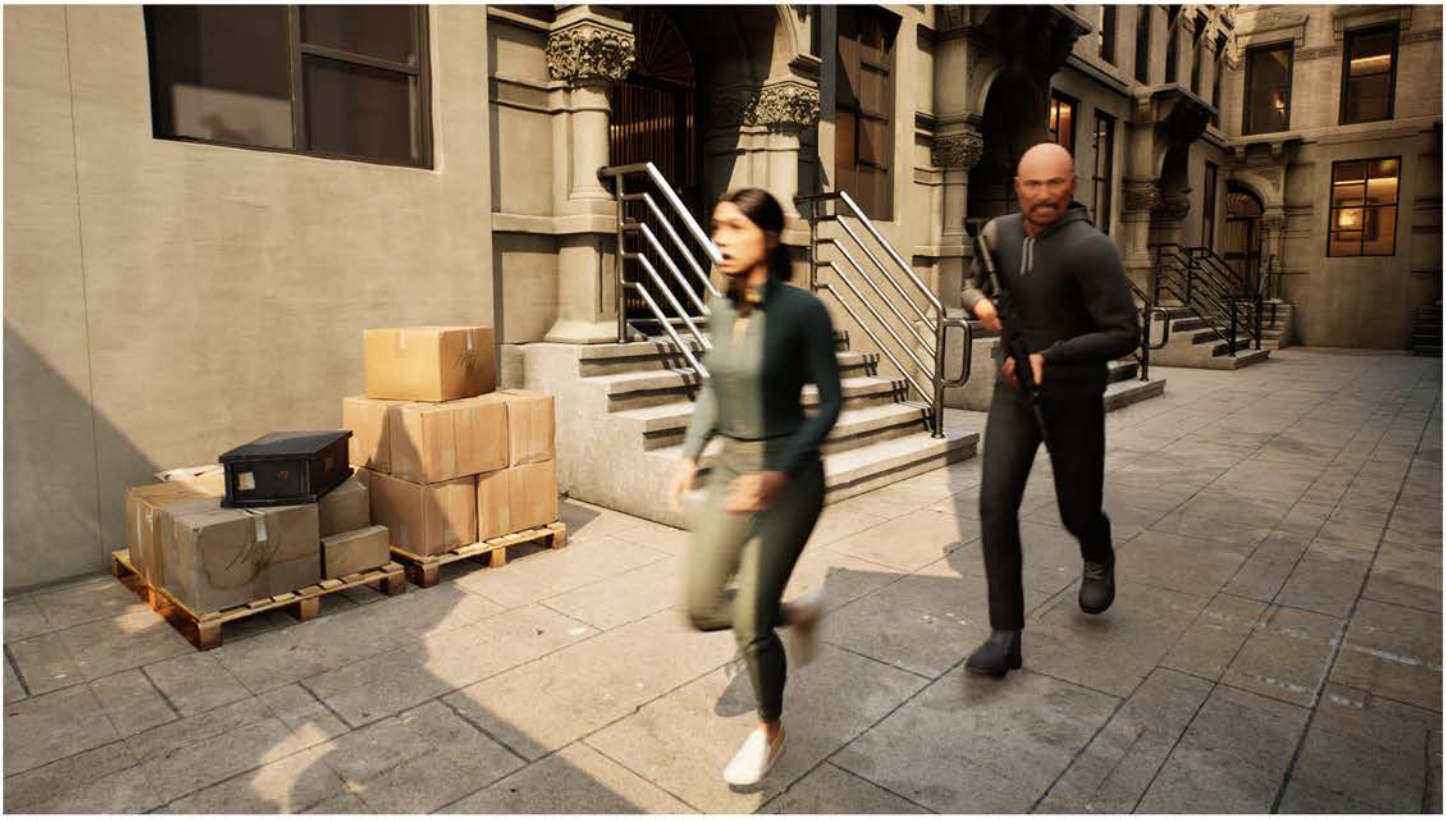
The types of targets are limited and they move little, if at all. Perhaps of most concern is that the shooter's movement is highly restricted, which may actually run counter to what an officer or warfighter should do in case of a life-threatening situation.

DART MAX brings the world's most versatile firing range inside your building. Not only does it provide a high degree of visual fidelity, it encourages trainees to move, take cover, and respond to threats as they would if the circumstances were real.

- Up to six lanes, shooters, and weapons at once
- Virtually unlimited target options including traditional flat targets, 3D reactive targets, TruTargets™ (realistic people), video, and more.
- Any number of targets can be used - each with unrestricted movement and custom behaviors.
- Up to 15 hit zones per target with settings for start times, hits to fall, reset time, scoring, audio, and more.



DART MAX makes it easy to setup and run quick practice sessions. Set limits for time and ammunition. Pick an environment and time of day, and drag in a selection of targets - from familiar 2D silhouettes to reactive 3D targets.

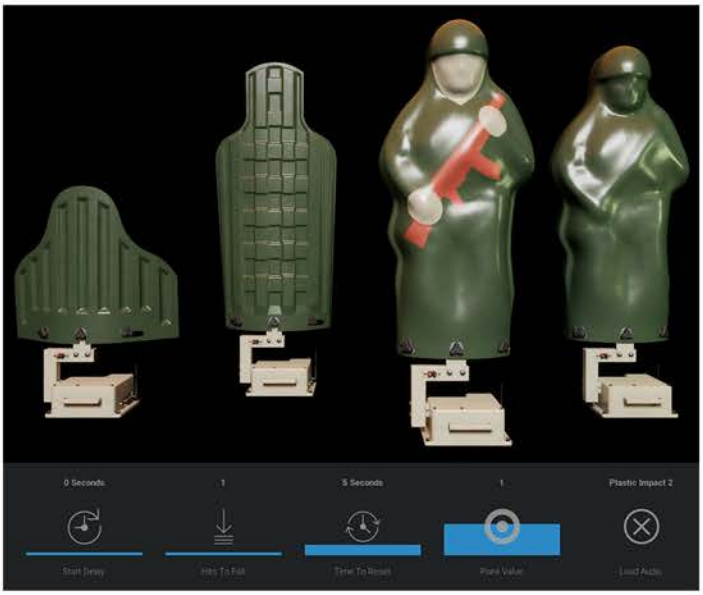


TruTargets are both realistic and intelligent, with the ability to respond to action within and outside the simulation.

Advanced Courseware Creation

Training needs change and evolve over time – and so should your training content. With changing mission goals and regulations, training priorities can shift quickly. That's why DART MAX was designed with custom drill and course creation in mind.

With MAX, you're able to create effective courseware and drills targeted specifically to your needs. Plus, MAX is the only simulator that makes it easy to share courses and training content with others.



Maximum Training Options

DART MAX is the first simulator to combine hyper-realistic 3D graphics *and* video in one immersive training environment. This allows DART MAX courseware to contain any combination of these elements:

- 2D Targets (traditional paper and silhouette targets)
- 3D Targets
- Reactive Targets (poppers, Texas stars, Ivans, etc.)
- Smart Targets™ (targets with embedded AI that make course creation even easier)
- TruTargets™ (the most realistic people you'll encounter in a firearms simulator)
- Video Scenarios (full screen video)
- Video Targets (innovative video clips of people with selectable poses, movement, and behaviors)
- 3D Environments (realistic indoor and outdoor locations)
- 3D Props, Lights, and Cameras

Simply put, it's easy to create scenarios and drills in DART MAX that would be impossible on any other system, and laser focused on the skill and proficiency level you are training to. This means trainees who are more engaged in their training and thus better prepared for the challenges of the job.



DART Red Fire works with third-party products like the SKIFTECH tactical vest and Scorpion shock band to simulate gun fire from characters within the simulation.

Push Your Training Even Further with Red Fire™

DART Red Fire is an optional accessory for DART MAX that can activate compatible third-party devices - such as a lightweight tactical vest worn by the shooter - when predefined events, like gun fire, happen in the simulation.

SKIFTECH

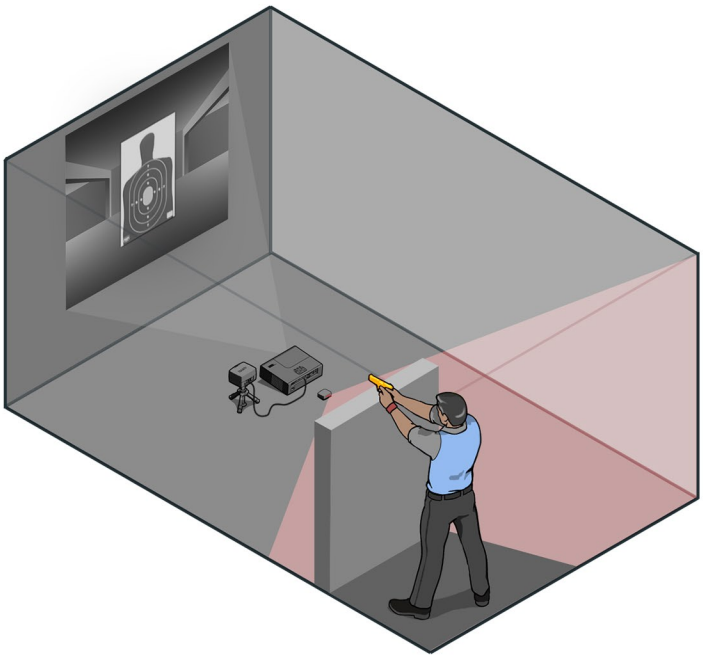
The SKIFTECH tactical vest fits comfortably over a trainee's outfit and uses multiple sensors to capture hits from simulated gunfire or explosions.

The SKIFTECH stress band adds even more realism to your training by creating a physical stimulus when a trainee is "shot". The stress band is a safe way to bring stress-based training to DART MAX courses.



Cover Training

In wide mode, Red Fire can use a sensor vest to detect a room-wide "shot" that will activate unless the trainee is behind cover.



Contact Information

dartrange.com
hello@dartrange.com
(407) 833-0600

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
City of Winter Springs

AWARD AGREEMENT

Award Number:	FE024
Project Title:	FY25-26 Local Firearm Safety Training Program
Project Period:	10/01/2025-06/30/2026
Award Funds:	$84,787.00
FLAIR Vendor ID:	591026364
CSFA Number:	71.103

THIS AWARD AGREEMENT ("Agreement") is made and entered into by and between the Florida Department of Law Enforcement ("Department" or "FDLE") and City of Winter Springs ("Recipient") and is effective as of the date last signed. The Department and the Recipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS the Department has available funds resulting from an appropriation in Chapter 2023-18, Section 37, Laws of Florida, intended to provide the Recipient reimbursement of eligible costs resulting from allowable activities as defined in this agreement;

WHEREAS the Department conducted an award solicitation to award a portion of funds to the Recipient; and

WHEREAS the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein, and does offer to perform such services

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

This agreement is subject to the Special Conditions outlined in **Appendix A** and all applicable state financial assistance standard conditions provided in **Appendix F**.

Schedule of Appendices

This award is subject to the terms and conditions outlined in the following sections of the Agreement:

Appendix A – Special Conditions
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Sample Participant Sign-In Sheet
Appendix E – Audit Requirements for Awards of State and Federal Financial Assistance
Appendix F – Standard Terms and Conditions

Award Management

This state financial assistance award shall be managed in AmpliFund, FDLE's electronic grant management system. The Recipient Grant Manager shall be responsible for obtaining a login to AmpliFund by contacting the Lead Recipient for their agency. Contact the Department Grant Manager for assistance if your agency does not have an account with AmpliFund or if the Lead Recipient is unknown.

Scope of Work

The Florida Legislature passed House Bill 543 during the 2023 legislative session. Section 37 of the bill provided funding for the Florida Department of Law Enforcement to support the development or expansion of firearms safety training to be provided to the general public.

Training Class Minimums: The Recipient must conduct at least four (4) public firearms safety training classes by June 30, 2026. Failure to conduct the required training classes by the deadline will result in the Recipient being required to provide a refund of costs to FDLE.

Lesson Plan: At the time of application, the Recipient provided a comprehensive lesson plan for public firearms safety training to FDLE for review and approval. In the event a class is held that deviates from the approved lesson plan, written justification must be submitted to FDLE prior to conducting the class. FDLE may deny reimbursement for any costs outside the scope of the approved lesson plan.

Training Schedule: At the time of application, the Recipient provided an anticipated training schedule to FDLE for review and approval. The Recipient will be responsible for keeping FDLE informed of any changes to the approved training schedule (cancelations, rescheduled dates, etc.)

Proof of Performance: The Recipient will be responsible for providing a copy of the participant sign-in sheet for each class within thirty (30) days of class completion. The participant sign-in sheet must include, at a minimum: the name of the agency conducting the training, the date and time of the training, the names of the instructor(s), and the name, signature, and email address of each participant. A sample sign-in sheet is provided in **Appendix D**. The Recipient will be responsible for providing copies of all curricula utilized during public firearms safety training (such as training agendas, PowerPoint presentations, handouts, etc.) upon request.

Specific deliverables are outlined in **Appendix B.** Allowable costs are outlined in **Appendix C.**

Performance Reports

The Recipient shall be responsible for submitting monthly **SFA Local Firearms Safety Training Program (LFSTP) Performance Reports** to the Department on the award record in AmpliFund, attesting to the progress made towards the completion of deliverables (**Appendix B**) during each calendar month of the project period (the "Reporting Period"). These reports are due no later than fifteen (15) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	10/1/2025 – 10/31/2025	11/15/2025	**6**	3/1/2026 – 3/31/2026	4/15/2026
2	11/1/2025 – 11/30/2025	12/15/2025	**7**	4/1/2026 – 4/30/2026	5/15/2026
3	12/1/2025 – 12/31/2025	1/15/2026	**8**	5/1/2026 – 5/31/2026	6/15/2026
4	1/1/2026 – 1/31/2026	2/15/2026	**9**	6/1/2026 – 6/30/2026	7/15/2026
5	2/1/2026 – 2/28/2026	3/15/2026			

Failure to submit performance reports by the due date may result in a withholding of future payments. Performance information provided by the Recipient will be used by the Department to compile reports for the Florida Legislature. Documentation to support the successful completion of performance must be maintained by Recipient and made available to the Department upon request. Examples of supporting documentation include but are not limited to: timesheets, activity logs, agendas, itineraries, delivery confirmations, public announcements, sign-in rosters, lesson plans, PowerPoint presentations, etc.

If a project is not operational within sixty (60) days of the original start date of the project period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date of project activities. If a project is not operational within ninety (90) days of the original start date of the award period, the Recipient must submit a second letter to the Department

explaining the reasons for the delay. Upon receipt of the second letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period.

Financial Reports

The Recipient shall be responsible for entering individual **Expenses** on the award record in AmpliFund throughout the project period as costs are incurred. Detailed instructions are available on CJG's website: Expense Entry, Reporting Period, and Payment Request Guide. The description field for each expense must clearly identify: the name of the item or service, the quantity, the unit cost, the method of payment (check, EFT, or credit card), and the dates of service, if applicable.

Budget Reporting Periods (and **Payment Requests**** if applicable) are due on a monthly basis no later than thirty (30) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	10/1/2025 – 10/31/2025	11/30/2025	**6**	3/1/2026 – 3/31/2026	4/30/2026
2	11/1/2025 – 11/30/2025	12/30/2025	**7**	4/1/2026 – 4/30/2026	5/30/2026
3	12/1/2025 – 12/31/2025	1/30/2026	**8**	5/1/2026 – 5/31/2026	6/30/2026
4	1/1/2026 – 1/31/2026	2/28/2026	**9**	6/1/2026 – 6/30/2026	7/31/2026
5	2/1/2026 – 2/28/2026	3/30/2026			

To submit a request for reimbursement in AmpliFund, the Recipient must complete the following three steps in order:

1. Enter Expenses on the award record.
2. Close out a Budget Reporting Period.
3. Submit a Payment Request.

If no expenses were incurred during the reporting period, a payment request is not required. However, the Recipient should close out the associated Budget Reporting Period.

Supporting documentation to substantiate costs charged to the award must be uploaded to AmpliFund and redacted to protect any PII as necessary. A list of the specific supporting documentation required for payment is listed in **Appendix C.** All Payment Requests shall be reviewed and audited to the satisfaction of the Department, and additional supporting documentation may be requested by the Department Grant Manager. Examples of additional supporting documentation include but are not limited to: requisitions, purchase orders, quotes, general ledgers, fee schedules, etc.

The final Payment Request shall be submitted to the Department no later than **July 31, 2026**. Any payment due under the terms of this agreement may be withheld until all required reports have been received, and necessary adjustments have been approved by the Department. Final reconciliation and closeout of the award must be completed by both parties within forty-five (45) days of the end of the grant period.

Failure to comply with the terms and conditions of the Agreement may result in financial consequences, including but not limited to: disallowances of payment, forfeiture of funds, and/or termination of the Agreement.

Payments

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. The Department's determination of acceptable expenditures shall be conclusive.

This is a cost-reimbursement agreement. Award funds will be distributed to the Recipient in conjunction with the receipt and review of a Payment Request and all required supporting documentation. Payment Requests must be submitted in AmpliFund by the Recipient Grant Manager, Recipient CFO, or other

authorized representative. By submitting a payment request, the Recipient certifies that all costs claimed for reimbursement have been incurred in accordance with the terms and conditions of the Agreement.

Payments will be disbursed in the form of paper check or warrant in accordance with section 215.422, F.S. Recipients may elect to receive direct deposit (EFT) payments by mailing a Direct Deposit Authorization Form to the Department of Financial Services (DFS). This form may be obtained on the DFS website at https://www.myfloridacfo.com/division/aa/vendors. Questions about enrolling in direct deposit shall be addressed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517 or DirectDeposit@MyFloridaCFO.com.

Recipients may review their payment history by searching the "Vendor Payment History" website maintained by DFS at https://fs.fldfs.com/dispub2/cvnhphst.htm. Instructions for searching this website may be found at: https://www.myfloridacfo.com/division/aa/training/vendors-providers under "Job Aids".

Amendments

The Department may amend or modify the Agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the Recipient. This award is not eligible for an extension, per Florida law. All funds must be obligated prior to the project end date.

Award Contacts

Changes to the following points of contact and/or chief officials below must be submitted to FDLE Bureau of Criminal Justice Grants in writing.

Recipient Grant Manager

Name: Marette Sims
Title: Support Services Sergeant
Address: 300 N. Moss Road
Winter Springs, FL 32708
Phone: 407-327-6559
Email: msims@winterspringsfl.org

Recipient Chief Official

Name: Kevin McCann
Title: Mayor
Address: 1126 E. SR 434
Winter Springs, FL 32708
Phone: 407-327-5956
Email: kmccann@winterspringsfl.org

Recipient Chief Financial Officer

Name: Holly Queen
Title: Finance Director
Address: 1126 E. SR 434
Winter Springs, FL 32708
Phone: 407-327-6557
Email: hqueen@winterspringsfl.org

Florida Department of Law Enforcement (FDLE) Grant Manager

Name: Ryan Derrick
Title: Government Analyst II
Address: P.O. Box 1489
Tallahassee, FL 32302-1489
Phone: 850-617-1271
Email: ryanderrick@fdle.state.fl.us

Award Signatures

In witness thereof, the duly authorized representatives of both Parties sign this Agreement to affirm and warrant they understand the terms and conditions set forth in the Agreement, including all of the attached Appendices, as of the month, day, and year set out below.

Modifications to this page, including strikeovers or whiteout, are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
City of Winter Springs

Signature: _____

Typed Name and Title: Kevin McCann, Mayor

Date: _____

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Additional Recipient Signatures (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Appendix A – Special Conditions

Award Number: FE024
Recipient: City of Winter Springs
Project Title: FY25-26 Local Firearm Safety Training Program
Project Period: 10/01/2025-06/30/2026

This Agreement is subject to the Special Conditions set forth below, in addition to the Standard Terms and Conditions outlined in **Appendix E**.

Condition No.	Condition Language
S0001	The Recipient must conduct at least four (4) firearms safety training classes to members of the general public by June 30, 2026. Failure to conduct the required training classes by the deadline will result in the Recipient being required to provide a pro-rated refund of costs to FDLE based on the number of classes held during the grant period.
S0002	Firearms safety training classes must follow the lesson plan provided to FDLE at the time of award approval. In the event a class is held that deviates from the lesson plan, written justification must be provided to FDLE prior to conducting the class.
S0003	The Recipient will be responsible for keeping FDLE informed of any changes to the class training schedule provided at the time of award approval. Major deviations in the training schedule will require the Recipient to provide an amended schedule to FDLE.
S0004	The Recipient must provide a copy of a participant sign-in sheet for each class outlined in the training schedule within thirty (30) days of class completion. At a minimum, this document must include: the name of the agency conducting the training, the date and time of the training, the name of the instructor(s), and the name, signature, and email address of each participant. A sample sign-in sheet is provided in Appendix D, and is available on CJG's website: LFSTP Fillable Participant Sign In Sheet.
S0005	The Recipient shall ensure all supplies and/or equipment items are ordered by January 31, 2026. If there are delays in the procurement process the Recipient shall notify the FDLE Grant Manager via email prior to the deadline.
S0006	The simulation training platform must be used by members of the public in order to remain eligible for reimbursement under this award. Failure to utilize the simulator in public firearms safety training classes may result in reimbursement of all costs associated with the item.
W0007	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for the simulation training platform, the Recipient must provide photos or videos showing how the simulator was utilized by members of the public.

Appendix B – Deliverables

Award Number: FE024
Recipient: City of Winter Springs
Project Title: FY25-26 Local Firearm Safety Training Program
Project Period: 10/01/2025-06/30/2026

The total amount paid for these deliverables will not exceed the total amount of the award.

Deliverable 1	The Recipient will use funds to pay overtime and fringe benefit costs for officers conducting public firearms safety training activities.
Minimum Performance Criteria:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Financial Consequences:	Failure to meet minimum performance criteria will result in the disallowance of costs.
Deliverable Price:	Total payments for this deliverable will be approximately $4,537.00

Deliverable 2	The Recipient will use funds to purchase equipment associated with the implementation or instruction of public firearms safety training.
Minimum Performance Criteria:	The procurement and receipt of at least one allowable item specified in the approved budget. Documentation includes an attestation of items received through the submission of the payment request.
Financial Consequences:	Failure to meet minimum performance criteria will result in the disallowance of costs.
Deliverable Price:	Total payments for this deliverable will be approximately $80,250.00

Appendix C – Approved Budget

Award Number: FE024
Recipient: City of Winter Springs
Project Title: FY25-26 Local Firearm Safety Training Program
Project Period: 10/01/2025-06/30/2026

Budget Category	Total
A. Personnel	$3,234.00
B. Fringe Benefits	$1,303.00
C. Travel	$0.00
D. Equipment	$80,250.00
E. Supplies	$0.00
F. Other Costs	$0.00
TOTAL	**$84,787.00**

Standard Budget Terms

(a) All expenditures of state financial assistance must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the project. The Department's determination of allowability shall be conclusive.

(b) The Department shall disallow payment of any costs with an uncleared "Withholding of Funds" condition (**Appendix A**). Payment shall be withheld until the requirements of the condition have been met and the condition has been cleared with an amendment.

(c) This is a cost-reimbursement award. Proof of payment is required for all expenditures. Acceptable forms of proof of payment include: copies of processed checks, front and back; credit card statements showing a charge has posted to the account; or bank statements showing funds have been withdrawn from an account.

(d) Invoices for goods must include, for each item: a name/description, number of units, and cost per unit. Invoices for services must contain the dates of service, description of services, number of units, and cost per unit.

(e) Sensitive or personally identifying information (PII) such as home addresses and social security numbers must be redacted from supporting documentation.

(f) All quantities, rates, and costs listed below are estimates based on the information available at the time of application or amendment.

A. Personnel

$3,234.00 is allocated to support overtime costs for approximately two sworn officers conducting public firearms safety training activities at an average rate of $67.37 per hour.

The Department will reimburse for overtime hours worked on project activities only, at a rate of no more than time-and-a-half the regular rate of pay, or at the rate indicated in the Recipient's overtime policy. Regular hours are ineligible for reimbursement. Bonuses, stipends, and advanced payments are ineligible for reimbursement.

The following documentation shall be provided to the Department with each payment request to substantiate costs charged to the grant: timesheets that support the number of hours worked on the project, and payroll registers or pay stubs listing the employee's rate of pay, type of pay, and gross salary. If the pay period is not listed on the payroll register, the Recipient shall include a copy of the payroll schedule for the period.

B. Fringe Benefits

$1,303.00 is allocated to support the employer-paid portion of fringe benefit costs associated with overtime costs charged to the grant.

The following benefits will be reimbursed as follows: FICA and Medicare: 7.65% of the allowable amount; Retirement: 30.00% of the allowable amount; and Worker's Comp: 2.63% of the allowable amount.

The following documentation shall be provided to the Department with each payment request to substantiate costs charged to the grant: pay stubs, payroll registers, or invoices showing the name of the benefit and the amount paid on behalf of the employee. The employee-paid portion of fringe benefits are ineligible for reimbursement.

D. Equipment

Equipment items listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system", etc. Funds may be used to pay for shipping, freight, and/or installation costs.

$80,250.00 is allocated to purchase equipment associated with local firearms safety training.

Simulation Training Platform Bundle - $80,250.00 (Bundle includes simulation studio, courseware, weapons, and shipping)

The following documentation shall be provided to the Department with each payment request to substantiate costs charged to the grant: itemized invoices or receipts and proof of payment. Copies of procurement documentation such as requisitions, quotes, and purchase orders may not be required for payment but must be maintained and provided to the Department upon request.

Appendix D – Sample Participant Sign-In Sheet

Participant Sign-In Sheet

Agency Name: Elm County Sheriff's Office

Course Title: Local Firearms Safety Training Program

Date: 9/28/2024 **Start Time:** 9:00 am **End Time:** 4:00 pm

Location: ECSO Shooting Range, 482 Shady Oak Way, Elm City, FL 12345

Instructor Name(s): Lt. J. Smith, Cpt. D. Miller, Sgt. M. Baker

Printed Participant Name	Participant Signature	Participant Email Address
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Appendix E – Audit Requirements for Awards of State and Federal Financial Assistance

The administration of resources awarded by the Department of Law Enforcement ("Department") to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local

governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the Department that are solely a matter of Department policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, the Department may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the Department must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov/) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Recipient directly to each of the following:
    a. The Department at the following email address:

        Electronic copy:
        OCJGSFA@fdle.state.fl.us

    b. The Auditor General's Office at each of the following addresses:

        Electronic copy:
        The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

        and

        Paper (hard copy):
        Auditor General
        Local Government Audits/342
        Claude Pepper Building, Room 401
        111 West Madison Street
        Tallahassee, Florida 32399-1450

3. Documentation required by Part III of this form, if applicable, shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.
4. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

FEDERAL RESOURCES: N/A

STATE RESOURCES

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

1. **Matching Resources for Federal Programs: N/A**
2. **Subject to section 215.97, F.S:**
   - **A. State Project:**

State Awarding Agency	State of Florida, Department of Law Enforcement
State Project Title	FY25-26 Local Firearm Safety Training Program
CSFA Number	71.103
Award Number	FE024
Award Amount	$84,787.00

3. **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**
   - **A. State Project:** The compliance requirements for Award FE024 are outlined in the award agreement.

Appendix F – Standard Terms and Conditions

The following terms and conditions will be binding upon the execution of this Agreement between the Department and the Recipient. In the event that any of the information provided in this Appendix changes after the execution of this Agreement, the Department shall provide written notice of such changes to the Recipient. A formal amendment to the Agreement is not required.

SECTION I: GOVERNING LAWS OF THE STATE OF FLORIDA

This Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations in accordance with the terms and conditions of this Agreement.

A. Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the Legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

B. Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

C. Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this Agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

D. Sponsorship: If the Recipient is a nongovernmental organization (a nonprofit or for-profit) that sponsors a program that is financed wholly or in part by State funds, including funds obtained through this Agreement, it shall, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Recipient’s name) and the State of Florida.” If the sponsorship reference is in written material, the words “State of Florida” shall appear in the same size letters or type as the name of the Recipient. The Department’s name, logos, or emblems shall not be utilized.

E. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines, section 112.061, F.S.

F. Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such a person’s ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

G. E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or

county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

H. Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

I. Non-Disclosure Agreements: Recipients may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

J. Disputes and Appeals: Unless otherwise stated in this Agreement, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

K. Insurance: The Recipient shall provide and maintain at all times during this Agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this Agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of the Agreement.

L. Intellectual Property Rights: Where activities supported by this Agreement result in the creation of intellectual property rights, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

M. Prohibited Vendor Lists: The Recipient may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any of these lists, the Department may unilaterally terminate this Agreement. These lists are maintained by the Department of Management Services on their website:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

1. The “Convicted Vendor List”, pursuant to section 287.133, F.S.
2. The “Discriminatory Vendor List”, pursuant to section 287.134, F.S.
3. The “Forced Labor Vendor List”, pursuant to section 287.1346, F.S.
4. The “Scrutinized List of Prohibited Companies”, pursuant to section 287.135, F.S.
5. The “Suspended Vendor List”, pursuant to section 287.1351, F.S.
6. The “Antitrust Violator Vendor List”, pursuant to section 287.137, F.S.

SECTION II: FUNDING AND PAYMENT CONSIDERATIONS

A. Funding Requirements: Pursuant to section 215.971(1), F.S.:

1. The Recipient may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the project period.
2. The Recipient shall refund to the Department any balance of unobligated funds that were advanced or paid to the Recipient.
3. The Recipient shall refund to the Department all funds received in excess of the amount to which the Recipient or its subrecipients are entitled under the terms and conditions of this Agreement.

B. Compensation: This is a cost-reimbursement agreement. This Agreement shall not exceed the award amount, and payment shall only be issued by the Department after acceptance of the Recipient’s performance as set forth by the terms and conditions of this Agreement. The State of Florida’s obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

C. Payment Process: Subject to the terms and conditions established in this Agreement, the Department agrees to pay the Recipient in accordance with section 215.422, F.S.

D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the State. While enrollment is not required, the Recipient may choose to enroll by submitting an authorization form to the Department of Financial Services. Copies of the authorization form and a sample blank enrollment letter may be obtained at: https://www.myfloridacfo.com/division/aa/vendors. Once enrolled, payments under this Agreement will be made by EFT. Questions about the enrollment process should be directed to the EFT section of the Department of Financial Services at (850) 413-5517.

E. Financial Management: The Recipient agrees to maintain all financial records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds for each award, project, and/or subrecipient. The Recipient must provide copies of their general ledgers and schedule of accounts to the Department upon request for monitoring purposes.

F. Expenditures: All expenditures must be in compliance with the laws, rules, and regulations applicable to the expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures maintained by the Department of Financial Services.

G. Taxes: The Department is exempt from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Recipient, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Recipient be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Recipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this agreement.

H. Invoices: Invoices submitted to the Department as supporting documentation for payment must fulfill all of the requirements for invoices outlined in the Reference Guide for State Expenditures These requirements are summarized in Appendix C of this Agreement.

I. Advance Payments: While this is primarily a cost-reimbursement agreement, the Recipient may be eligible to receive an advancement of funds (a cash advance) for immediate payables. The Recipient shall provide written justification for imminent need of funding to the Department Grant Manager, accompanied by the invoice(s) to be paid. The Recipient will be notified of the Department's decision to approve or deny the request in writing. If approved, advanced funds must be utilized to pay the approved invoice(s) within thirty (30) days of receipt of the funds via check/warrant or EFT. The cash advance must be reconciled with the Department within forty-five (45) days of receipt of the funds. The Department may choose, at its sole discretion, to withhold all payments owed to the Recipient until an outstanding cash advance has been reconciled.

J. Final Payment Request: If the Recipient fails to submit the final payment request to the Department by the deadline specified in the Scope of Work, or within 45 days of the end date of the Agreement, the Department may, at its sole discretion, consider the Recipient to have forfeited any and all rights to payment under this Agreement.

SECTION III: RETURN OR RECOUPMENT OF FUNDS

A. Refunds: If the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall contact the Department within seven (7) calendar days after the date of discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Recipient in writing. The Department will provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within thirty (30) calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts
Post Office Box 1489
Tallahassee, FL 32302-1489

Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. If an overpayment is discovered while the Agreement is still active, the Department may choose to recoup the overpayment from monies owed to the Recipient under this Agreement.

B. Recoupment of Funds: If the Recipient's noncompliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Recipient under this Agreement. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement, the Recipient shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

SECTION IV: DUTY OF DISCLOSURE OF LEGAL PROCEEDINGS AND INSTANCES OF FRAUD

A. Legal Proceedings: Prior to the execution of this Agreement, the Recipient shall disclose in writing all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively "Proceedings") involving this Agreement, including any Proceedings that involve subrecipients or contractors performing work under this Agreement. Thereafter, the Recipient has a continuing duty to promptly disclose all Proceedings upon occurrence.

B. Duty of Disclosure: This duty of disclosure applies to each officer and director of the Recipient, as well as to each officer and director of subrecipients or contractors performing work under this Agreement, for any Proceeding that relates to an officer's or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such Proceeding causes the Department concern about Recipient's ability or willingness to perform work under the Agreement, then upon the Department's request, the Recipient shall provide to the Department Grant Manager all reasonable assurances that: (a) the Recipient will be

able to perform work under the Agreement in accordance with its terms and conditions; and (b) the Recipient and/or its employees, agents, subrecipients, or contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such Proceeding while performing work under this Agreement.

C. **Notification of Instances of Fraud:** Upon discovery, the Recipient shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, or an agent, contractor, or employee of the Recipient, to the Department Grant Manager in writing within 24 chronological hours.

SECTION V: MANDATORY DISCLOSURE REQUIREMENTS

A. **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. . The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Recipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Recipient or its affiliates.

B. **Foreign Gifts and Contracts:** The Recipient shall comply with any applicable disclosure requirements in section 286.101, F.S.. Pursuant to section 286.101(7), F.S., "In addition to any fine assessed under section 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

SECTION VI: PUBLIC RECORDS REQUIREMENTS

Recipients who fail to provide Public Records to the Department within a reasonable amount of time may be subject to penalties under section 119.10, F.S.

A. **Public Records Law:** The Recipient must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Recipient in conjunction with the Agreement (“Public Records”), unless the Public Records are exempt from public access pursuant to chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (“Public Records Law”). For the purposes of this Agreement, the Recipient is responsible for becoming familiar with Florida’s Public Records Law. The Recipient must provide copies of all requested documentation to the Department within ten (10) business days of the date of the request. The Department may unilaterally terminate the Agreement if the Recipient refuses to allow public access to Public Records as required by Public Records Law.

B. **Public Records Requests:** All requests to inspect or copy Public Records relating to the Agreement must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Agreement is governed by Public Records Law.

C. **Exemption from Public Records:** If the Recipient has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the Recipient claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. Only the portions of the records that the Recipient claims are Confidential or Trade Secret shall be redacted. If the Recipient fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

D. **Requests for Redacted Records:** If the Department receives a Public Records request for records that include those marked as "Confidential" or "Trade Secret", the Department will provide the Recipient-

redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Recipient that such an assertion has been made. It is the Recipient's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Recipient claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of records the Recipient claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Recipient shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department. If the Recipient claims that the records are Trade Secret pursuant to section 624.4213, F.S., and if all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

E. Records Transfer: If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See:
https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT PUBLIC RECORDS AT:

Telephone:	**(850) 410-7676**
Email:	**publicrecords@fdle.state.fl.us**
Mailing Address:	**Florida Department of Law Enforcement, Public Records Section P.O. Box 1489 Tallahassee, FL 32302-1489**

SECTION VII: NONEXPENDABLE PROPERTY

For the purposes of this section, "property" means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature.

A. Compliance: The requirements of this section apply to property owned by governmental units as defined by section 274.01, F.S., and not to for-profit or nonprofit organizations. However, these organizations are encouraged to establish and administer a property management system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

B. Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts).

C. Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

D. Property Records: All nonexpendable property purchased under this Agreement shall be listed on the property records of the Recipient. The Recipient shall inventory annually and maintain accounting records for all nonexpendable property purchased. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), dates of acquisition, and the current condition of the item.

SECTION VIII: PURCHASE OF, OR IMPROVEMENTS TO, REAL PROPERTY

A. Security Interest: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, the Recipient shall grant the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of improvements to the real property for five (5) years from the date of purchase or the completion of improvements or as further required by law.

B. Expiration of Security Interest: Upon the expiration date of the Agreement, the Recipient shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: (a) the Recipient is not sold, merged, or acquired; (b) the real property subject to the improvements is owned by the Recipient; and (c) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of expiration of this Agreement, the Recipient is unable to satisfy these requirements, the Recipient shall notify the Department in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, the Department shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to the Recipient under this Agreement.

SECTION IX: SUBAWARDS, CONTRACTS, AND ASSIGNMENTS

A. Allowability: Unless otherwise specified in this Agreement or through prior written approval of the Department, the Recipient may not: (a) Subgrant any of the funds provided to the Recipient by the Department under this Agreement; (b) contract its duties or responsibilities under this Agreement out to a third party; or (c) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so.

B. Recipient Responsibilities: The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department approves the Recipient's request to subgrant, contract, or assign any or all of the work to be performed under this Agreement, it is understood by the Recipient that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the vendor's compliance with applicable state and federal laws. The Recipient agrees that all subrecipients performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Recipient further agrees that the Department shall not be liable to the vendor for all expenses and liabilities incurred under the contract and that the Recipient shall be solely liable to the vendor for all expenses and liabilities incurred under the contract. The Recipient, at its expense, will defend the Department against such claims.

C. Subrecipient Responsibilities: Subrecipients of state financial assistance are obligated to comply with the requirements outlined in this Agreement for monitoring, auditing, records retention, and financial reporting outlined in the attached Appendix to this Agreement. The Recipient shall include the aforementioned requirements in all approved subrecipient contracts and assignments.

D. Subrecipient Agreements: Pursuant to section 215.971, F.S., agreements with subrecipients performing work under this award shall include, or be amended to include:

a) A scope of work that clearly establishes the tasks/activities the subrecipient will perform.
b) Specific deliverables related to the tasks/activities outlined in the scope of work.
c) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance. This may include: documentation supporting delivery of an

item such as receipts or paid invoices, documentation supporting the successful completion of an activity such as a dated, itemized invoice, activity logs, timesheets, or participant sign-in sheets.

d) The financial consequences that will apply if the minimum level of service is not attained.

e) The financial consequences that will apply if the subrecipient fails to perform in accordance with the contract.

E. Required Documentation: The Recipient shall provide to the Department copies of all subcontracts executed with entities performing work under this award and a completed Form DFS-A2-NS (Recipient/Subrecipient vs. Vendor Determination form) with each subcontract. This form is required by the Florida Department of Financial Services and determines (1) the applicability of the Florida Single Audit Act and (2) whether the subcontractor is a vendor or a subrecipient.

F. Certificate of Subaward: When a subrecipient relationship is determined to exist, the Recipient must ensure the subrecipient is aware of, and agrees to follow, all audit, monitoring, and compliance requirements for the use of state funds referenced in Form DFS-A2-CL ("Audit Requirements for Awards of State and Federal Financial Assistance"). To assist with this requirement, the Department created a "Certificate of Subaward" to be completed by the Recipient and signed by the subrecipient. A copy of this form must be provided to the Department and maintained on file by all parties.

G. Invoice Requirements: Invoices submitted by a subcontractor must clearly identify the: the dates of service (the invoice period); a description of the specific deliverables provided during the invoice period; the quantity provided; and the payment amount specified in the contract for the completion of the deliverables provided.

H. Timely Payment of Subcontractors: If the Recipient receives advanced funding to pay an invoice for a subrecipient or contractor, the Recipient agrees to make payments to pay the invoice within seven (7) working days of receipt of the advance via check/warrant or EFT, unless otherwise stated in the agreement between the Recipient and the subrecipient or contractor. The Recipient's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Recipient and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due, pursuant to section 287.0585, F.S.

SECTION X: INDEMNIFICATION

A. Limitations of Liability: The Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

Further, the Recipient shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Recipient's opinion is likely to become the subject of such a suit, the Recipient may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department will not be liable for any royalties.

The Recipient's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Recipient: (a) written notice of any action or threatened action; (b) the opportunity to take over and settle or defend any such action at the Recipient's sole expense; and (c) assistance in defending the action at the Recipient's sole expense.

The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

B. Sovereign Immunity: Nothing in this Agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in section 768.28, Florida Statute.

SECTION XI: NONPROFIT RECIPIENTS

A. Allocations for Remuneration Form: Pursuant to §216.1366(3), and Executive Order 22-44, nonprofit Recipients are required to provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization. This requirement is met by submitting a "Non-Profit State Fund Allocations for Remuneration" form to the Department. A copy of this form must be posted to the Recipient's website, if the Recipient maintains a website. For the purposes of this section, "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.

B. Compensation Paid Using State Funds Form: If the Recipient indicates funding has been allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization, a "Non-Profit Total Compensation Paid Using State Funds" form must be submitted to the Department with each payment request for each individual receiving compensation. A copy of this form (or forms) must be posted to the Recipient's website, if the Recipient maintains a website.

C. IRS Form 990: Pursuant to Executive Order 22-44, nonprofit recipients who receive 50% or more of their annual funding from the state must submit a copy of their IRS Form 990 to the Department at the time it is filed. Any subsequent changes or corrections that are made to Form 990 during the project period must be submitted to the Department within thirty (30) days of the change or correction.

SECTION XII: TERMINATION AND FORCE MAJEURE

A. Corrective Action: The Department will notify the Recipient in writing if corrective action is required for noncompliance, nonperformance, or unacceptable performance of work under this Agreement. Failure to implement or improve performance of work in accordance with the corrective action plan may result in termination of the Agreement.

B. Termination for Cause: The Department may, at its sole discretion and upon providing written notice to the Recipient, terminate the Agreement if the Recipient fails to a) satisfactorily complete the deliverables within the project period of the Agreement; b) maintain adequate progress, thus endangering performance of the Agreement; c) honor any term of the Agreement; or d) above by any statutory, regulatory, or licensing requirement of the Agreement.

C. Termination Due to Lack of Funds: If funding for this Agreement is withdrawn or redirected by the Legislature, the Department shall provide written notice to the Recipient at the earliest possible time. The lack of funds shall not constitute a default by the Department or the State.

D. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Recipient that it is in the Department's or the State's best interest to

do so. The Recipient shall not provide any deliverable pursuant to Appendix B after it receives the Department's notice of termination, except as the Department otherwise specifically instructs the Recipient in writing. The Recipient will not be entitled to recover any cancellation charges or lost profits.

E. Recipient's Responsibilities upon Termination: If the Department issues a notice of termination to the Recipient, except as otherwise specified by the Department in that notice, the Recipient shall: (a) Stop work under this Agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Department does not terminate, if any; (c) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of the Recipient and in which the Department has or may acquire an interest; and (d) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Recipient for its services in connection with such transfer or assignment.

F. Severability: If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

G. Survival: Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

H. Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Party's performance requirements under this Agreement.

I. Notice of Delay from Force Majeure: In the case of any delay the Recipient believes is excusable under subsection H, the Recipient shall notify the Department in writing of the delay or potential delay and the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Recipient could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this subsection is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Recipient will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, after the causes have ceased to exist, the Recipient shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Recipient to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under the Agreement to either Party.

Digimation

March 2024

For the purposes of creating a sole source justification for Digimation® Inc.'s line of firearm training simulators, specifically DART MAX™, the following details regarding proprietary and exclusive features must be considered:

DART MAX™ is the first and only firearm simulator to integrate 2D video and 3D graphics into a single, realistic 3D environment. This provides the benefits of video and video scenarios with the exceptional interactivity of 3D objects.

DART MAX™ is the only system that offers Red Fire™, a proprietary device developed by Digimation® that can automatically trigger real-world items, such as the lights on a tactical vest, when events occur in the simulator. Red Fire™ can be added to the DART MAX™ simulator at the time of purchase, or after the initial purchase.

DART MAX™ is the only system to offer TruTargets™, photo-realistic 3D human characters with poses that can be controlled in real time by the simulation.

DART MAX is the only firearm training system to offer expansive and photorealistic 3D environments.

Digimation® has developed proprietary software packages named MAX Studio™ and MAX Creator™. These packages allow for the creation and development of unique training content that is only possible on a DART MAX™ system. Additionally, MAX Studio™ software is the only known software allowing for the creation and display of video-based assets along with photorealistic 3D assets – providing a "best of both worlds" solution. MAX Studio™ or MAX Creator™ can be added to the DART MAX™ simulator at the time of purchase, or after the initial purchase.

DART MAX™ is the only system that allows the easy transfer of courses, drills, and scenarios between systems. This allows DART MAX™ users to easily share and exchange courseware with other DART MAX™ users anywhere in the world.

Digimation® has developed DART Training Academy™ for DART MAX™. DART Training Academy™ is a series of 12 learning modules and videos that teach students important skills including holster drills, weak-hand shooting, moving targets, firing on the move, positional shooting, shooting from cover, peripheral vision, divided attention, physical exertion, threat identification, and de-escalation. DART MAX™ is the only system compatible with the DART Training Academy™ for DART MAX™. DART Training Academy™ can be added to the DART MAX™ simulator at the time of purchase, or after the initial purchase.

DART MAX™ is the only firearm training system to use AI Targets™. These are video-based and 3D objects embedded with motions and behaviors. AI Targets™ makes courseware development easier than ever before. MAX Studio™ and MAX Creator™ make it possible to create and save your own AI Targets™.

DART MAX™ is the only simulator with stackable behaviors. These are triggered events that make sophisticated courseware creation possible. Stackable behaviors allow a character, target, or object to do one or more things when certain events happen within and outside the simulation.

DART MAX™ is the only screen-based simulator to use multiple viewpoints. These are cameras that can be used to see a scenario unfold from any angle – including from the perspective of any human character in the scene.

Digimation® (dba DART™) is the only source for the above-mentioned equipment and capabilities. Digimation® is the sole developer of DART MAX™, MAX Studio™, MAX Creator™, Red Fire™, DART Training Academy™ courseware, TruTargets™, and AI Targets™ and other products referenced in this document.

If you have any questions or need clarification about anything in this document, please contact Digimation® at (407) 833-0600 or email hello@dartrange.com.

DART®
Simulation Training Platform



DART Red Fire™ Controller.

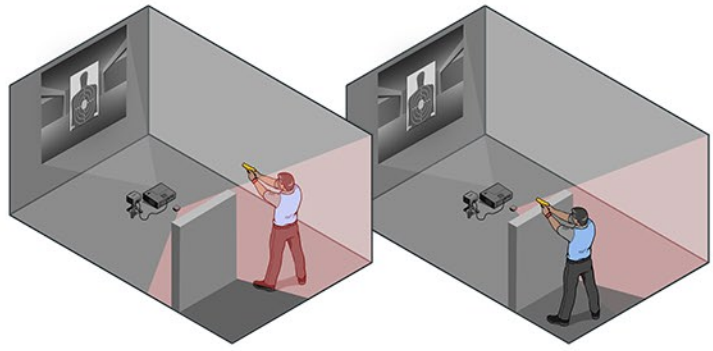
The DART Red Fire controller is an optional accessory for the DART simulation training platform that can activate compatible 3rd party devices in the real world when pre-defined events happen inside the simulation.

The Red Fire controller is a small palm-sized device that attaches to the DART simulator via a USB cable. Once connected, it acts as a wireless control to one or more compatible devices placed inside the training area. Red Fire features two modes: narrow and wide, which can be used to activate devices in a specific area of the room or anywhere in the training area.



Cover and Time-based Training

Combined with a SKIF tactical vest, the system can detect a room-wide "shot" that will activate sounds and lights on the vest unless the trainee is behind cover. It can also be used effectively for time-based drills.



The wide hit zone can only be avoided by seeking cover.

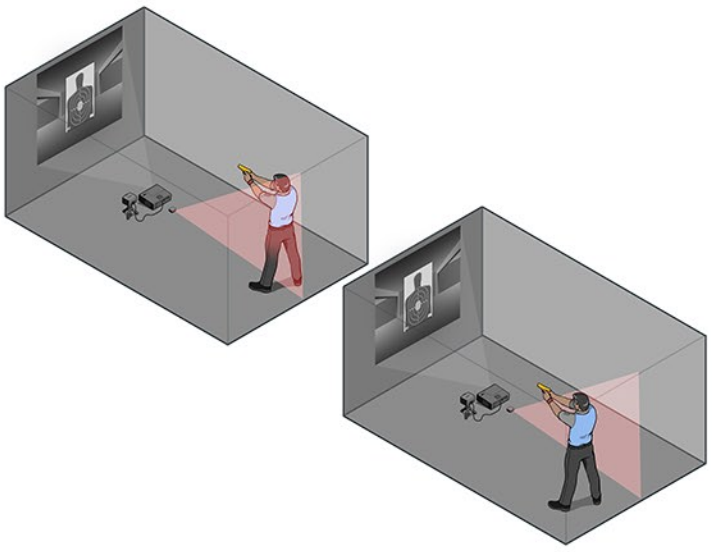
For example, a room-wide shot can be tied to an event inside the DART simulator that requires the trainee to hit a target a specific number of times before a defined time. If the student performs as required, the vest will be prevented from activating.



Off the X Training

Trainers often refer to “getting off the X” as the tactical strategy of moving from a static position to avoid being an easy target in a gunfight. It’s one of the hardest skills to practice on the range because safety concerns restrict how much movement can occur.

A DART Red Fire controller, combined with a SKIF tactical vest and stress band, provides feedback when the trainee does not move off the “X” after a specified time - training the student to move at least a full body position away from their previous location.



When Red Fire is in narrow mode, the hit zone can be avoided by moving at least a full body position away from the previous location.

SKIF Tactical Vest and Stress Band

The lightweight SKIF Tactical Vest fits comfortably over a trainee’s outfit and uses 12 sensors to capture hits from simulated gunfire or explosions.

The stress band adds an extra layer of realism to your training by creating a stress/pain stimulus when a trainee is “shot”. Multiple intensity modes range from a simple vibration to a mild, medium, or strong shock.



See DART for yourself by scheduling a live online demo at dartrange.com/book.

DART®
dartrange.com
(407) 833-0600
hello@dartrange.com

Digimation, Inc.
1705 W. Lake Mary Blvd.
Lake Mary FL 32746

https://dartrange.com
(407) 833-0600

QUOTE

PREPARED FOR
Winter Springs PD
Chief Matt Tracht
300 N. Moss Rd
Winter Springs FL 32708
(407) 327-7997

Quote number	7814-02
Prepared by	Dave Nielsen
Prepared on	December 22, 2025
Valid through	January 31, 2026

Name	SKU	Quantity	Price	Total
DART MAX Bundle	DM101	1	$74,950.00	**$74,950.00**
Includes DART MAX, MAX Studio, and LiveScenarios (with MAX BOX). Live Scenario Requirement: A dedicated space of at least 10 ft. x 15 ft. is required, separate from the simulator room. Connectivity: Two Cat 6 cables (50 ft. each) are included. If a longer run is required, replacement cables up to 330 ft. may be purchased. Cables may be routed around doors or through ceiling tiles.				
DART Training Academy Courseware	DM060	1	$3,000.00	**$3,000.00**
DART Training Academy: Includes DART Training Academy, Pistol Drills Courseware, Traffic Stop Courseware, Reactive Range Courseware, Discretionary Courseware, and more.				
Smart Firearms TASER 10	DA070	2	$1,950.00	**$3,900.00**
16:9 Projection Screen 13'	DM083	1	$3,000.00	**$3,000.00**
Red Fire Bundle	DA132	1	$5,000.00	**$5,000.00**
SKIF Tactical Vest and Band	DA133	1	$2,000.00	**$2,000.00**
gunSHOT BOX	DA998-1	1	$3,995.00	**$3,995.00**
SIRT 115 GLOCK 17 GEN 5 Optic Ready	DA064	2	$850.00	**$1,700.00**
SIRT 115 GLOCK Magazine	DA123	4	$50.00	**$200.00**
Laser Ammo Recoil GLOCK 17, Green Gas	DA046	2	$970.00	**$1,940.00**
UNIT M4 A1	DM200	2	$2,500.00	**$5,000.00**
UNIT CO2 TPAK (20 count)	DM202	16	$60.00	**$960.00**

Subtotal	$105,645.00

Included at No Extra Cost:
Free Software Upgrades
Free Customer Support
Free Online Training
Free Live Training in Florida (travel expenses not included)

No Recurring Costs!

Payment Terms: 30 Days
Expected Lead Time: 2 Weeks

Florida LE Discount	-$25,395.00
Shipping (Pickup in Lake Mary, FL)	$0.00
TOTAL	**$80,250.00**

Questions? Contact us at help@dartrange.com or call (407) 833-0600.
Free DART training course offered in Lake Mary, Florida.
A 3% processing charge will be added for credit card payments.

CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | JANUARY 12, 2026 REGULAR MEETING

TITLE

IT Department Purchase of Eighteen (18) Replacement Toughbook Laptop Computers for Police Department

SUMMARY

The IT Department in conjunction with our Police Department would like to purchase 18 Toughbook Computers to replace outdated, out of warranty existing Laptops. The Toughbook laptop is built for police/military work. These devices are specifically engineered and built for the City's needs. Unlike previous purchased laptops, these devices have been proven to perform reliable in extreme elements. They offer durability against drops, rain, heat, and cold. For over ten years the police department has been utilizing these Toughbook laptops for police work. The Police Department has a need to keep up with a replacement plan, and the Information Technology Dept., who oversees the shelf life of these computers, has identified 18 out of warranty laptops of which 10 are in critical need of replacement. Without this critical piece of equipment, significant operational challenges to officers exists.

Equipment and software specifications and details are confidential and exempt from public records disclosure under § 119.0725, Florida Statutes which exempts network schematics, hardware and software configurations, and encryption information. The Commission can receive additional information about this proposed purchase from the City Manager's Office.

FUNDING SOURCE

These computers have been budgeted for within the FY 26 budget.

RECOMMENDATION

Staff recommends The City Commission approve the purchase of 18 replacement ruggedized Laptop computers for sworn law enforcement officers through Conversa Solutions. Conversa Solutions is an authorized dealer for the equipment. The total purchase price for these laptops is $68,638.00, or $3,813.22 for each unit.

CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | JANUARY 12, 2026 REGULAR MEETING

TITLE

FY25-26 Asphalt Street Resurfacing

SUMMARY

The Fiscal Year 2025–2026 Pavement Management Program (PMP) includes milling and resurfacing City streets at various locations based on Staff's review of the following factors:

- Signs of pavement deterioration and/or structural failure
- Pavement age
- Traffic volumes
- Planning around future Capital Improvement Projects
- Input from staff and residents
- Funding availability

The recommended asphalt resurfacing for this fiscal year consists of the streets identified in Attachment 1, pending no major changes to existing conditions. An exact cost proposal from Middlesex Paving, LLC is pending and will be reviewed after all locations have been inspected and verified by contractor. Middlesex Paving, LLC currently holds a Pavement Management Program Services agreement with Seminole County (IFB-603616-19/BJC), executed in December 2019, and the City's purchase order will piggyback on this agreement using the established unit prices, all of which are at or below the corresponding Seminole County contract prices (Attachment 2). Middlesex has successfully completed multiple asphalt resurfacing projects for the City since 2020.

In addition, Staff will bring forward a Citywide Pavement Management Program Plan at a future Commission meeting for consideration with a more comprehensive, long-term approach to the City's resurfacing needs.

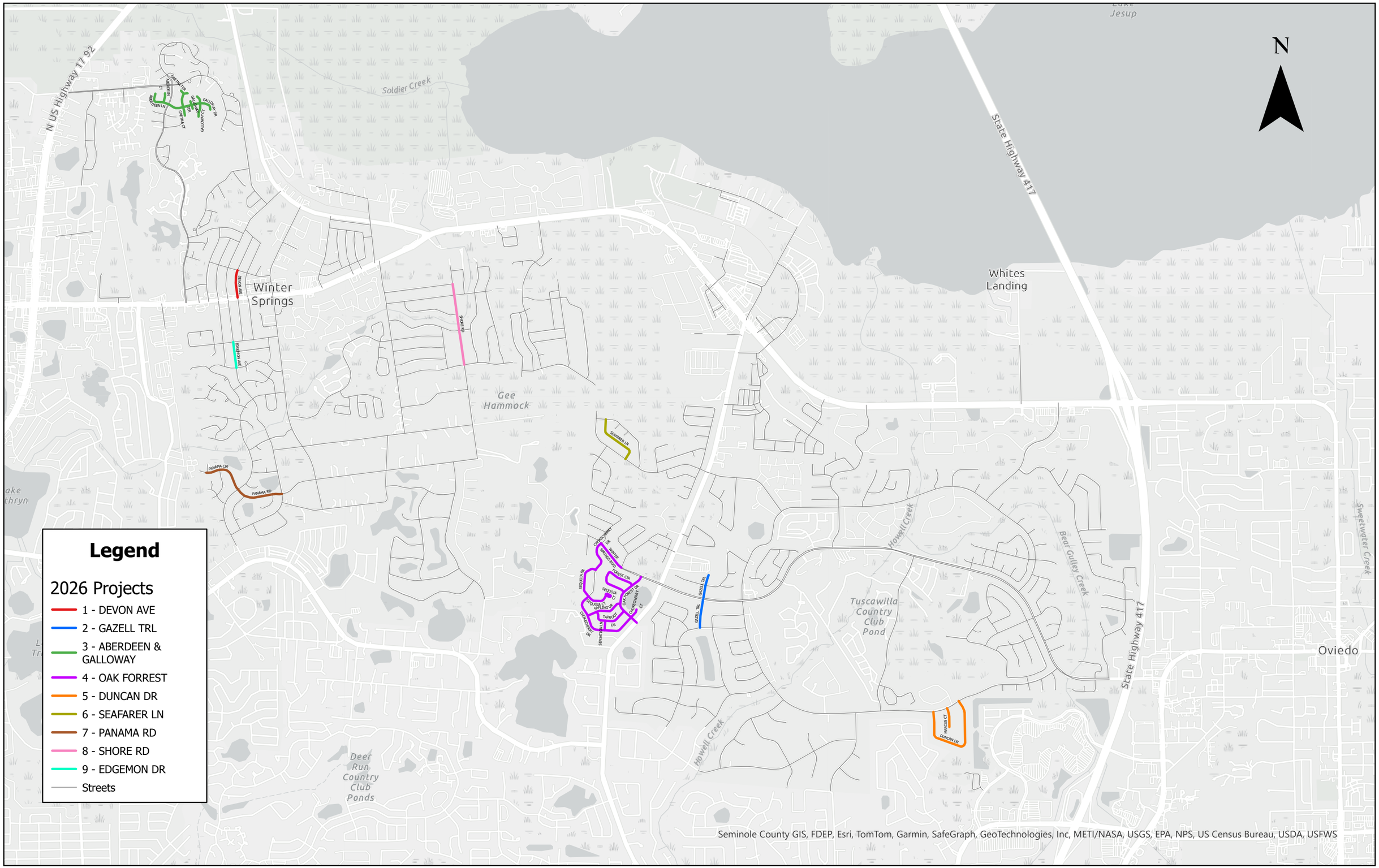
The current estimated project cost recommended for authorization is approximately $1,456,582, funded through a combination of the Infrastructure Surtax Fund (One-Cent Sales Tax – 3rd Generation) and the Transportation Improvement Fund using previously budgeted capital improvement funds.

FUNDING SOURCE

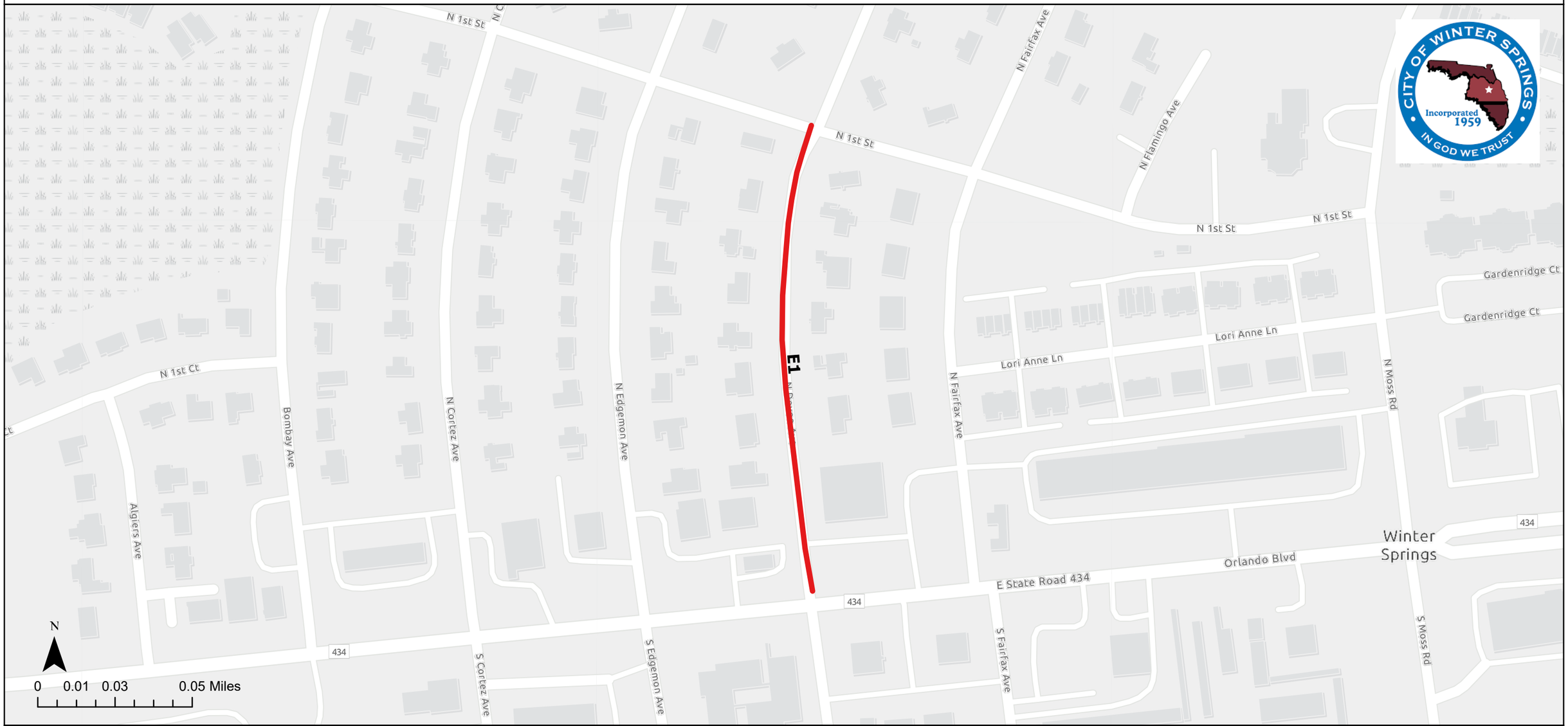
Transportation Improvement Fund 120-41-0000-560650-001 Construction in Progress Resurfacing.

RECOMMENDATION

Staff recommends the City Commission approve the issuance of a purchase order to Middlesex Paving, LLC for Asphalt Resurfacing of city streets in the approximate amount of $1,456,582.00 and authorize the City Manager and City Attorney to prepare and execute any all applicable documents.


N
N US Highway 17 92
Soldier Creek
Lake Jesup
State Highway 417
Winter Springs
Whites Landing
Gee Hammock
Tuscawilla Country Club Pond
Howell Creek
Bear Gulley Creek
Sweetwater Creek
Oviedo
Deer Run Country Club Ponds
Legend
2026 Projects
1 - DEVON AVE
2 - GAZELL TRL
3 - ABERDEEN & GALLOWAY
4 - OAK FORREST
5 - DUNCAN DR
6 - SEAFARER LN
7 - PANAMA RD
8 - SHORE RD
9 - EDGEMON DR
Streets
Seminole County GIS, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

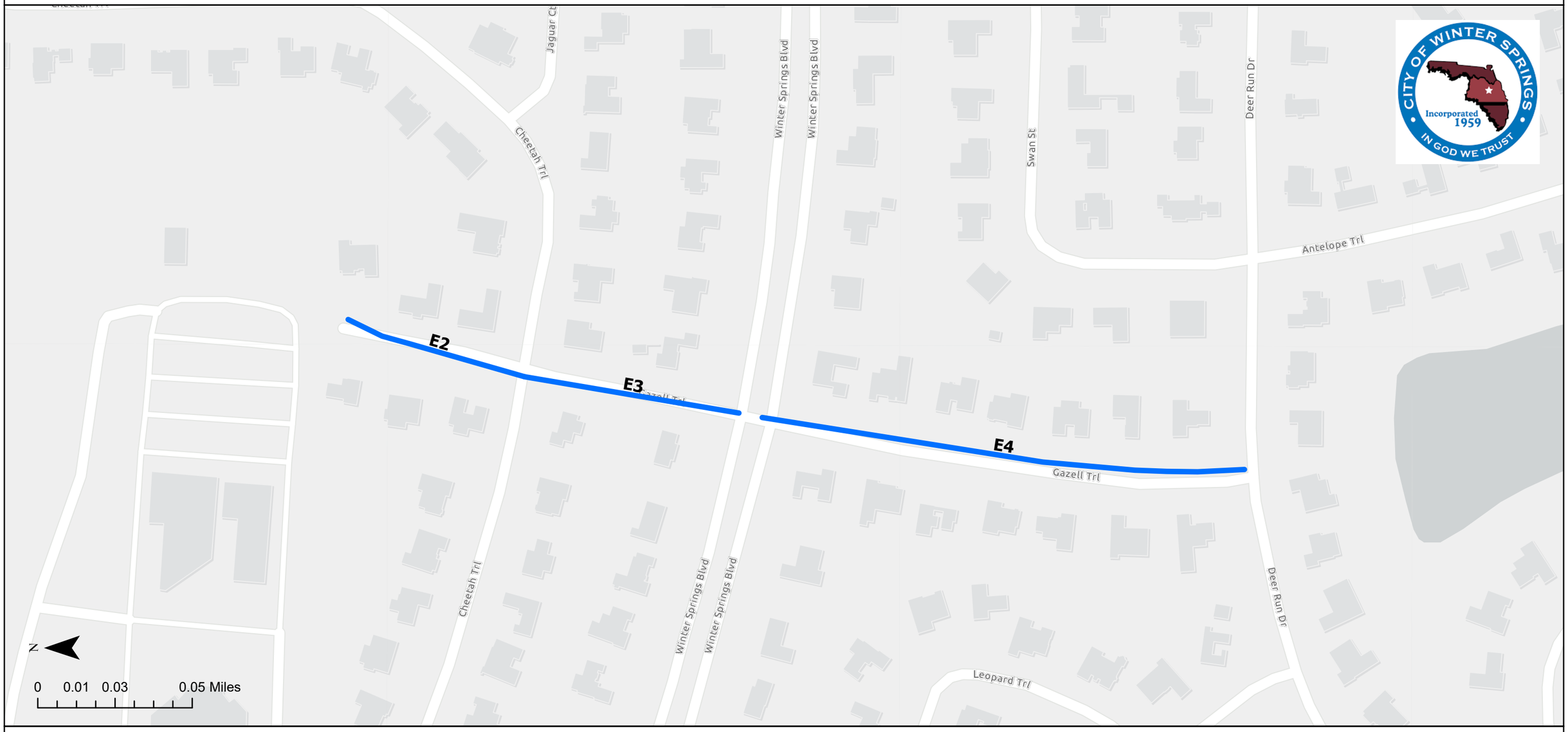
Road Mill & Resurfacing Project 2026



Project 1 - Devon Ave

Exhibit	Name	Description	Distance
1	Devon Ave	from N Devon Ave to W Sr 434	805 feet

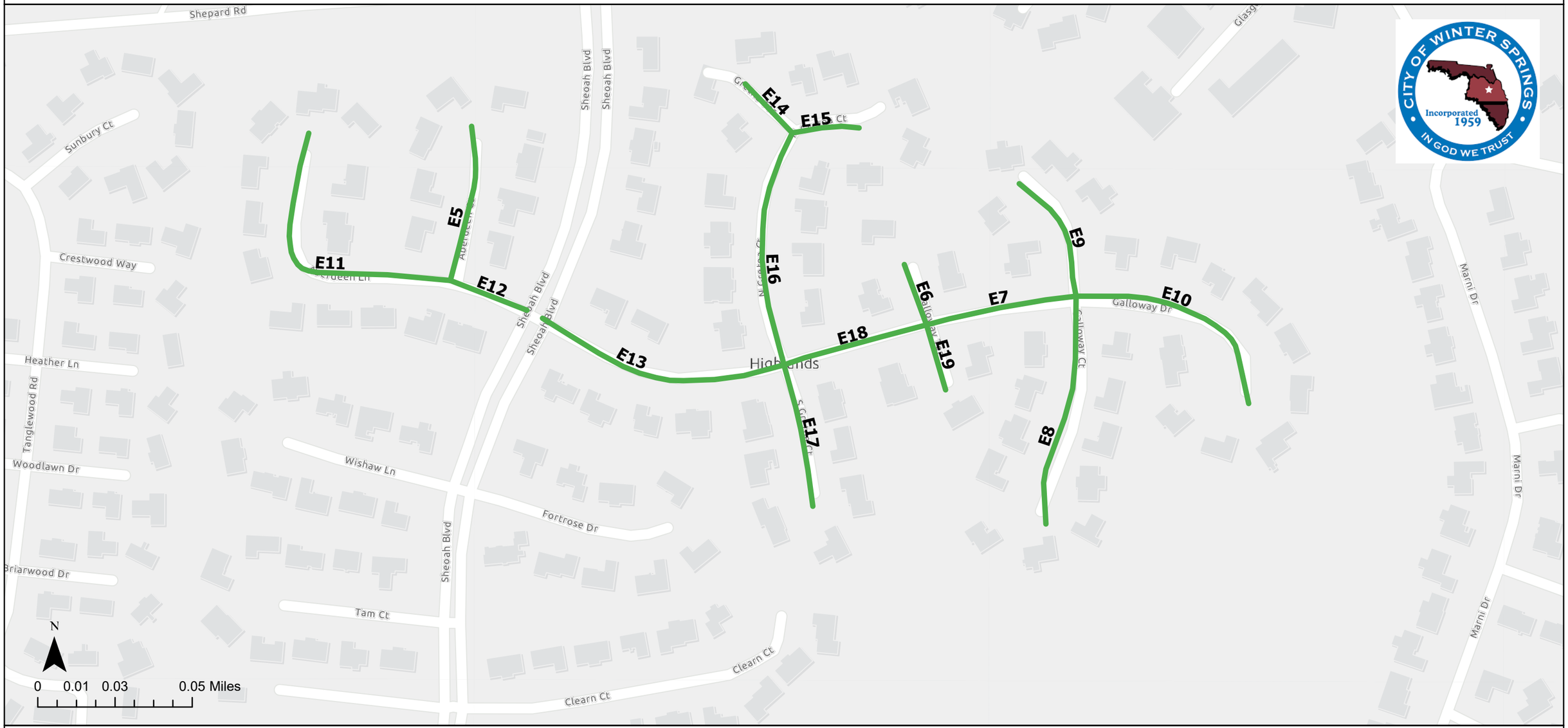
Road Mill & Resurfacing Project 2026



Project 2 - Gazell Trl

Exhibit	Name	Description	Distance
2	Gazell Trl	from Cheetah Trl to Start Of Road	318 feet
3	Gazell Trl	from Winter Springs Blvd to Cheetah Trl	371 feet
4	Gazell Trl	from Deer Run to Winter Springs Blvd	832 feet

Road Mill & Resurfacing Project 2026



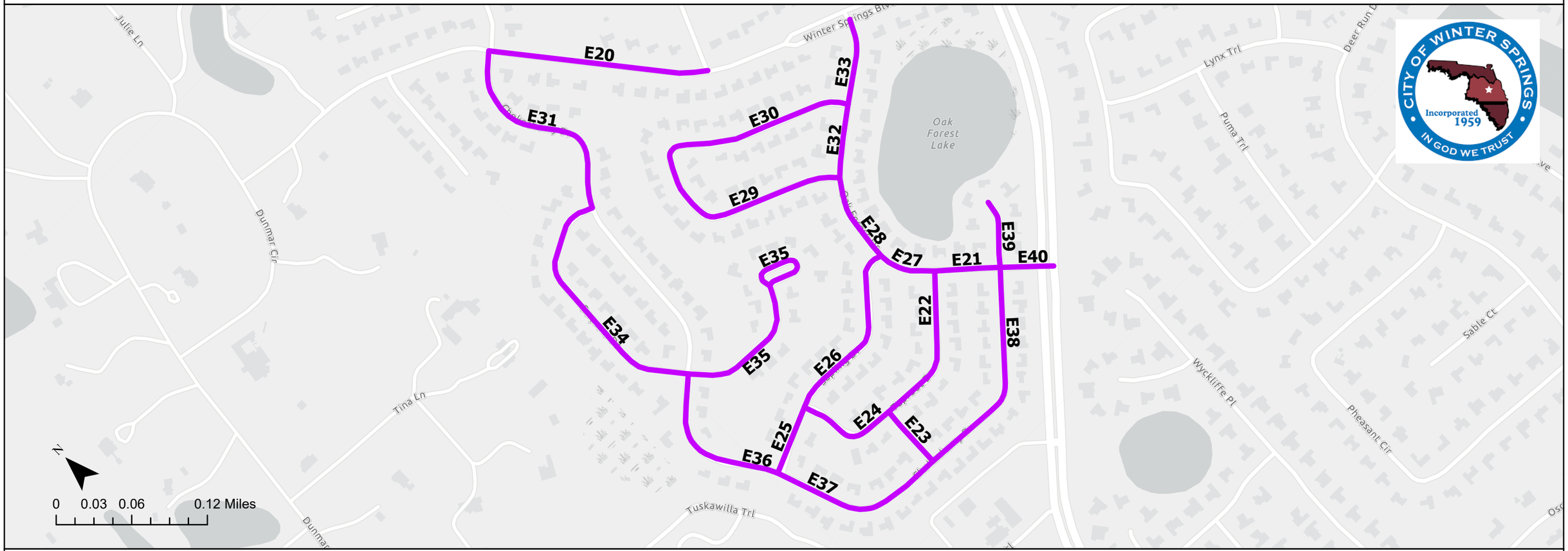
Project 3 - Aberdeen & Galloway

Exhibit	Name	Description	Distance
10	Galloway Dr	from End Of Road to Galloway Ct	399 feet
11	Aberdeen Ln	from End Of Road to Aberdeen Ct	496 feet
12	Aberdeen Ln	from Aberdeen Ct to Sheoah Blvd	141 feet
13	Galloway Dr	from Gretna Ct to Sheoah Blvd	442 feet
14	Gretna Ter	from End Of Road to Gretna Ct	116 feet

Exhibit	Name	Description	Distance
15	Gretna Ct	from End Of Road to Gretna Ct	115 feet
16	Gretna Ct	from Gretna Ter to Galloway Dr	410 feet
17	Gretna Ct	from End Of Road to Galloway Dr	247 feet
18	Galloway Dr	from Galloway Ter to Gretna Ct	253 feet
19	Galloway Ter	from End Of Road to Galloway Dr	116 feet

Exhibit	Name	Description	Distance
5	Aberdeen Ct	from End Of Road to Aberdeen Ln	269 feet
6	Galloway Ter	from End Of Road to Galloway Dr	110 feet
7	Galloway Dr	from Galloway Ct to Galloway Ter	261 feet
8	Galloway Ct	from End Of Road to Galloway Dr	398 feet
9	Galloway Ct	from End Of Road to Galloway Dr	227 feet

Road Mill & Resurfacing Project 2026

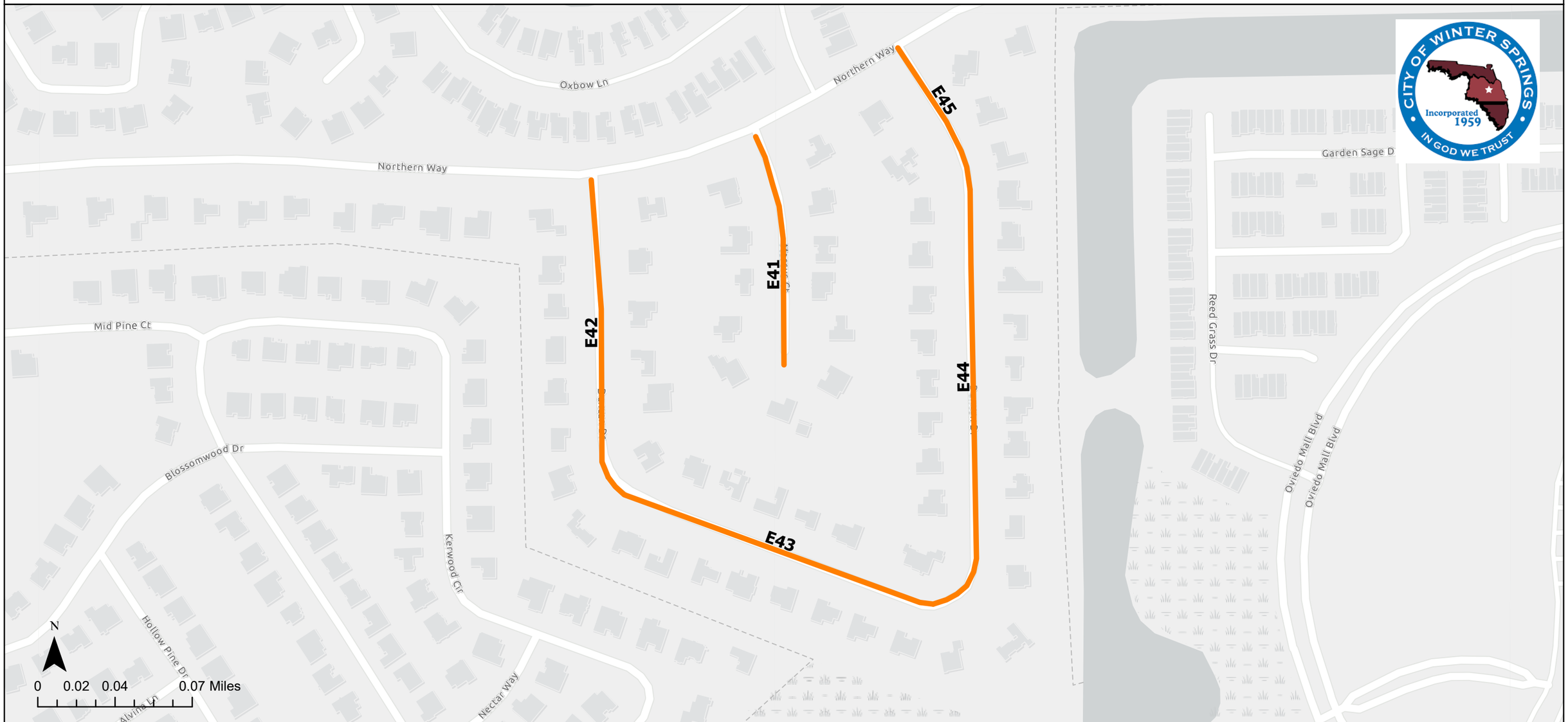


Project 4 - Oak Forrest

Exhibit	Name	Description	Distance
20	Winter Springs Blvd	from Benchwood Dr to Chokecherry Dr	923 feet
21	Oak Forest Dr	from Chokecherry Dr to Taproot Dr	275 feet
22	Taproot Dr	from Sensation Ln to Oak Forest Dr	674 feet
23	Sensation Ln	from Taproot Dr to Chokecherry Dr	278 feet
24	Taproot Dr	from Sapling Dr to Sensation Ln	427 feet
25	Sapling Dr	from Chokecherry Dr to Taproot Dr	298 feet
26	Sapling Dr	from Taproot Dr to Oak Forest Dr	772 feet
27	Oak Forest Dr	from Taproot Dr to Sapling Dr	241 feet
28	Oak Forest Dr	from Sapling Dr to Forest Cir	379 feet
29	Forest Cir	from Oak Forest Dr to Oak Forest Dr	914 feet
30	Forest Cir	from Oak Forest Dr to Oak Forest Dr	781 feet

Exhibit	Name	Description	Distance
31	Chokecherry Dr	from Winter Springs Blvd to Sequoia Dr	916 feet
32	Oak Forest Dr	from Forest Cir to Forest Cir	310 feet
33	Oak Forest Dr	from Forest Cir to Winter Springs Blvd	362 feet
34	Sequoia Dr	from Chokecherry Dr to Chokecherry Dr	1079 feet
35	Sequoia Ct	from End Of Road to Chokecherry Dr	1020 feet
36	Chokecherry Dr	from Sequoia Dr to Sapling Dr	681 feet
37	Chokecherry Dr	from Sapling Dr to Sensation Ln	753 feet
38	Chokecherry Dr	from Sensation Ln to Oak Forest Dr	944 feet
39	Chokecherry Ct	from Oak Forest Dr to Start Of Road	284 feet
40	Oak Forest Dr	from Tuskawilla Trl to Chokecherry Dr	224 feet

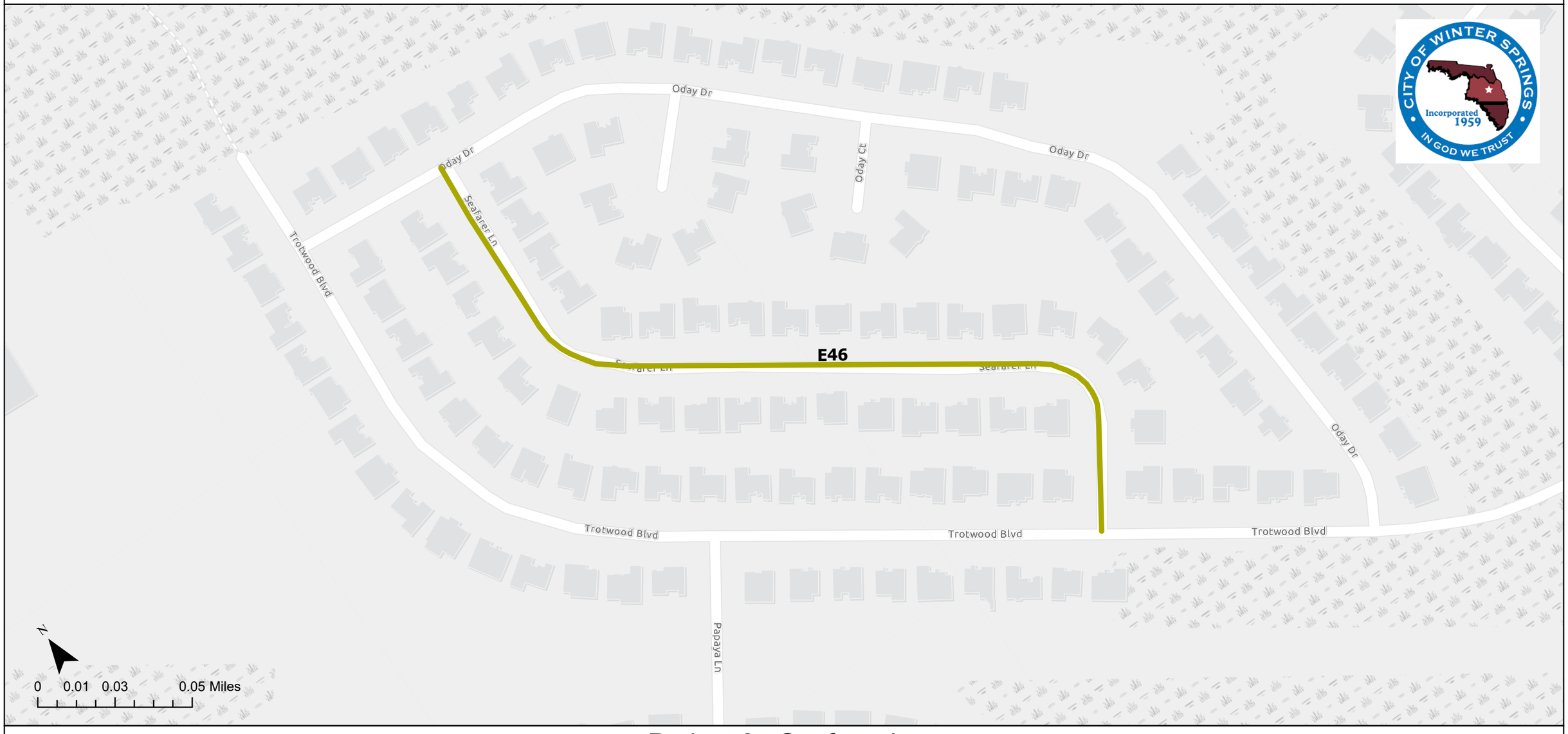
Road Mill & Resurfacing Project 2026



Project 5 - Duncan Dr

Exhibit	Name	Description	Distance
41	Marcus Ct	from End Of Road to Northern Way	557 feet
42	Duncan Dr	from Duncan Dr to Northern Way	716 feet
43	Duncan Dr	from Duncan Dr to Duncan Dr	843 feet
44	Duncan Dr	from Duncan Dr to Duncan Dr	1046 feet
45	Duncan Dr	from Northern Way to Duncan Dr	386 feet

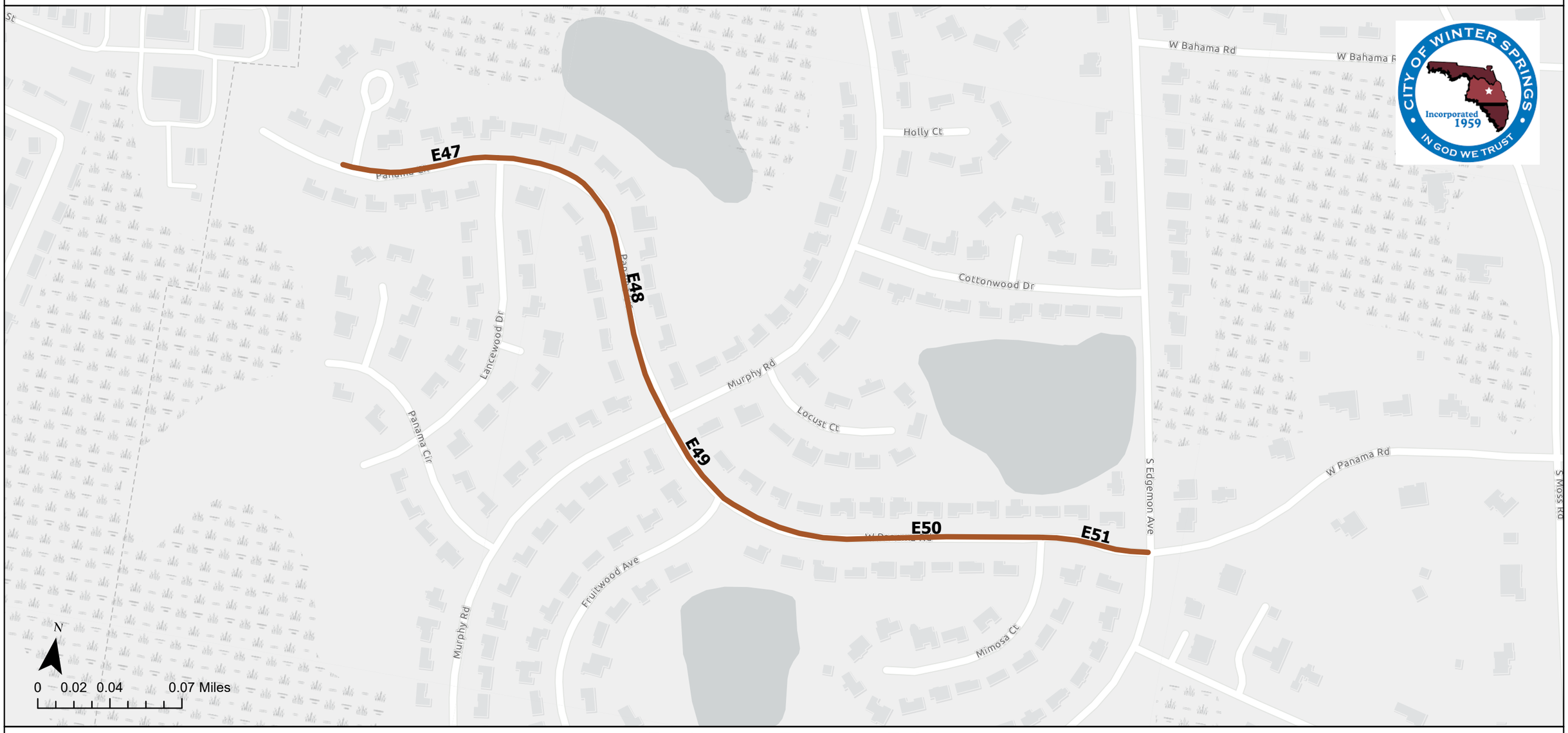
Road Mill & Resurfacing Project 2026



Project 6 - Seafarer Ln

Exhibit	Name	Description	Distance
46	Seafarer Ln	from Trotwood Blvd to Oday Dr	1542 feet

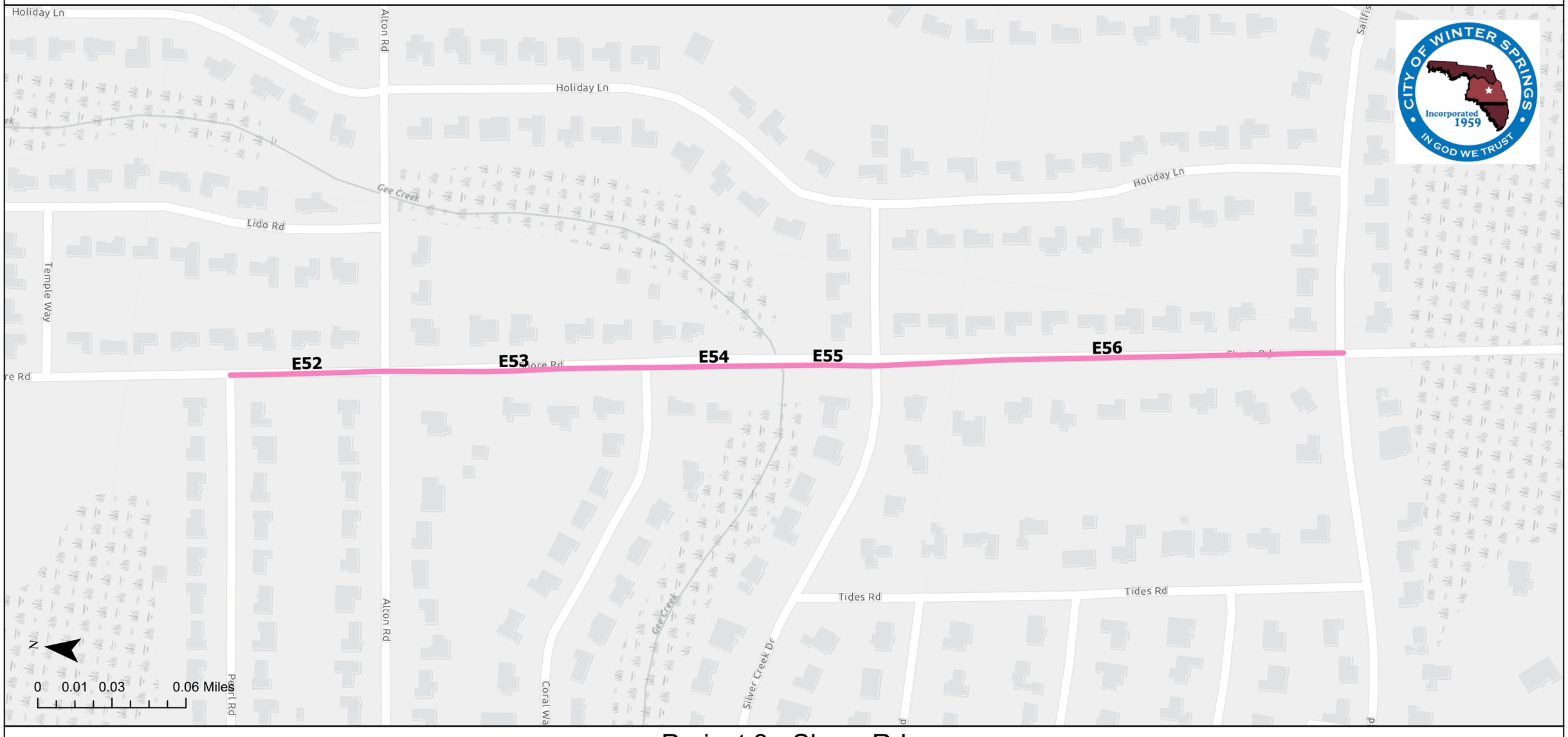
Road Mill & Resurfacing Project 2026



Project 7 - Panama Rd

Exhibit	Name	Description	Distance
47	Panama Cir	from Laurel Ct to Lancewood Dr	403 feet
48	Panama Cir	from Lancewood Dr to Murphy Rd	875 feet
49	Panama Rd	from Murphy Rd to Fruitwood Ave	260 feet
50	Panama Rd	from Fruitwood Ave to Mimosa Ct	840 feet
51	Panama Rd	from Mimosa Ct to S Edgemon Ave	273 feet

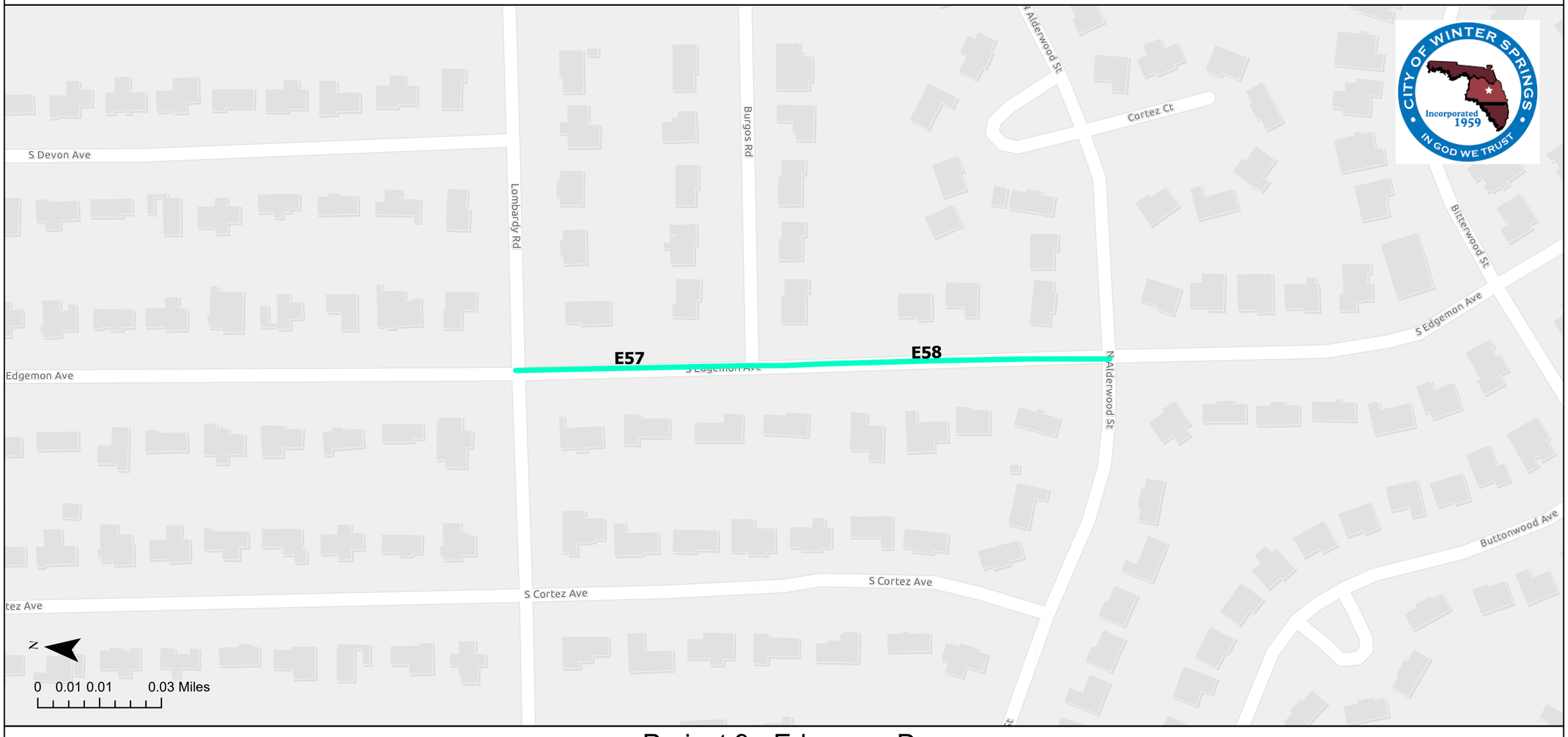
Road Mill & Resurfacing Project 2026



Project 8 - Shore Rd

Exhibit	Name	Description	Distance
52	Shore Rd	from Alton Rd to Pearl Rd	328 feet
53	Shore Rd	from Coral Way to Alton Rd	557 feet
54	Shore Rd	from Silver Creek Dr to Coral Way	299 feet
55	Shore Rd	from Silver Creek Dr to Coral Way	188 feet
56	Shore Rd	from Sailfish Rd to Silver Creek Dr	1009 feet

Road Mill & Resurfacing Project 2026



Project 9 - Edgemon Dr

Exhibit	Name	Description	Distance
57	Edgemon Ave	from Burgos Rd to Lombardy Rd	292 feet
58	Edgemon Ave	from N Alderwood St to Burgos Rd	470 feet

FIRST AMENDMENT TO TERM CONTRACT
FOR PAVEMENT MANAGEMENT PROGRAM SERVICES
(IFB-603616-19/BJC)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20_____, and is to that certain Agreement made and entered into on the 26th day of December, 2019, between **MIDDLESEX PAVING LLC**, whose principal address is 10801 Cosmonaut Boulevard, Orlando, Florida 32824, in this Amendment referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on December 26, 2019, to provide Pavement Management Program services in Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to revise the Scope of Services and Fee Structure, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit A of the Agreement is deleted and replaced by the new Scope of Services and Fee Structure attached to this First Amendment as Exhibit A.

2. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:

MIDDLESEX PAVING LLC

_____
Witness

_____
Print Name

By:_____
ROBERT W. PEREIRA, II
President, Managing Member

Date: _____

_____
Witness

_____

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
TAMMY ROBERTS,
Procurement Administrator

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

Within the authority delegated by the County Manager pursuant to Section 3.554, Seminole County Administrative Code.

_____
County Attorney
GLK/lpk
5/3/23
T:\Users\Legal Secretary CSB\Purchasing 2023\IFB-603616 1am (Middlesex).docx

Attachment:
Exhibit A – Scope of Services and Fee Structure

EXHIBIT A
Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. **Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:**

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

- 104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt, and included in one of the items listed above.
- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP II – Sand and Seal

Prime and Tack Coats for Base Courses

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916).**

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt

Milling Existing Asphalt Pavement (Contractor)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the

property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP IV

Temporary Retroflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's. **(Section 102).**

Basis of payment shall be under:

Item No. 102-78 Temporary Retroflective Pavement Markers - each.

Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102 & 710).**

Basis of payment shall be under:

Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.
Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project punch list NOT completed within 30 days will be subject to LD's as determined by the Engineer/CCEI.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work, and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis. Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications, shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of **(-) $500.00** for each day for minor streets/roads.
Payment for LD is set at a rate of **(-) $1000.00** for each day for major roads.
A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.
Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day.

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. **(Section 101).**

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.
Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed $1500 per day**. (Section 102).**

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. **(Section 425).**

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.
Item No. 425-7 Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. **(Section 525).**

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

GROUP VI

FOB – Items

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. **(Section 320; 334 & 337).**

Basis of payment shall be under:

Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-2 SP-9.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.

Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.

Item No. 6-5 Asphalt Milling Material – per ton.

Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials. **(Section 120).**

Basis of payment shall be under:

Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment. **(Section 120).**

Basis of payment shall be under:

Item No. 120-6 Embankment- per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials. **(Section 121).**

Basis of payment shall be under:

Item No. 121-70 Flowable Fill – per cubic yard.

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by **(Section 160).**

Basis of payment shall be under:

Item No. 160-4 12" Type-B Stabilization LBR 40 – per square yard.

Base

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. **(Section 285).**

Basis of payment shall be under:

Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. **(Section 570).**

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

- Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

Part 4
Price Submittal

IFB-603616-19/BJC - Pavement Management Program

Name of Bidder: Middlesex Paving, LLC.

Mailing Address: One Spestacle Pond Road, Littleton, MA 01460

Street Address: 10801 Cosmonaut Blvd.

City/State/Zip: Orlando, Florida 32824

Phone Number: (407) 206-0077 FAX Number: (407) 206-3558

E-Mail Address: dsocci@middlesexco.com & jmeier@middlesexco.com

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corperation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Ageement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal:	$ 33,646,080.00
Group II - Sand and Seal in-place	Subtotal:	$ 177,150.00
Group III - Milling	Subtotal:	$ 1,331,400.00
Group IV - Striping	Subtotal:	$ 117,390.00
Group V - Miscellaneous Items	Subtotal:	$ 171,750.00
Group VI - Asphalt Materials (materials only)	Subtotal:	$ 436,800.00
Group VII - Earthwork	Subtotal:	$ 2,152,800.00
TOTAL BID:	$	38,033,370.00

Performance/Payment/Material-Workmanship Bonds Costs: $ 238,750.00
(Do not include in Unit Costs)

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	0-50 Tons/Job +20	51-400 Tons/Job	51-400 Tons/Job +20%	401-2000 Tons/Job	401-2000 Tons/Job +20%	2001-4000 Tons/Job	2001-4000 Tons/Job 20%	Over 4000 Tons/Job	Over 4000 Tons/Job +20%	Sum of Extended Costs
334-1-12	Superpave Asphaltic Concrete Traffic Level B	Estimated 50 Tons **$ 450.00 /Ton** Total: $ 22,500.00	Estimated 50 Tons **$ 540.00 /Ton** Total: $ 27,000.00	Estimated 300 Tons **$ 200.00 /Ton** Total: $ 60,000.00	Estimated 300 Tons **$ 240.00 /Ton** Total: $ 72,000.00	Estimated 1,800 Tons **$ 130.00 /Ton** Total: $ 234,000.00	Estimated 1,800 Tons **$ 156.00 /Ton** Total: $ 280,800.00	Estimated 3,800 Tons **$ 128.00 /Ton** Total: $ 486,400.00	Estimated 3,800 Tons **$ 153.60 /Ton** Total: $ 583,680.00	Estimated 6,000 Tons **$ 125.00 /Ton** Total: $ 750,000.00	Estimated 6,000 Tons **$ 150.00 /Ton** Total: $ 900,000.00	**$ 1,863,480.00**
334-1-13	Superpave Asphaltic Concrete Traffic Level C	Estimated 100 Tons **$ 450.00 /Ton** Total: $ 45,000.00	Estimated 100 Tons **$ 540.00 /Ton** Total: $ 54,000.00	Estimated 600 Tons **$ 200.00 /Ton** Total: $ 120,000.00	Estimated 600 Tons **$ 240.00 /Ton** Total: $ 144,000.00	Estimated 2,600 Tons **$ 120.00 /Ton** Total: $ 312,000.00	Estimated 2,600 Tons **$ 144.00 /Ton** Total: $ 374,400.00	Estimated 6,000 Tons **$ 118.00 /Ton** Total: $ 708,000.00	Estimated 6,000 Tons **$ 141.60 /Ton** Total: $ 849,600.00	Estimated 18,000 Tons **$ 115.00 /Ton** Total: $ 2,070,000.00	Estimated 18,000 Tons **$ 138.00 /Ton** Total: $ 2,484,000.00	**$ 3,906,000.00**
334-1-52	Superpave Asphaltic Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons **$ 500.00 /Ton** Total: $ 25,000.00	Estimated 50 Tons **$ 600.00 /Ton** Total: $ 30,000.00	Estimated 300 Tons **$ 250.00 /Ton** Total: $ 75,000.00	Estimated 300 Tons **$ 300.00 /Ton** Total: $ 90,000.00	Estimated 1,800 Tons **$ 155.00 /Ton** Total: $ 279,000.00	Estimated 1,800 Tons **$ 186.00 /Ton** Total: $ 334,800.00	Estimated 3,800 Tons **$ 150.00 /Ton** Total: $ 570,000.00	Estimated 3,800 Tons **$ 180.00 /Ton** Total: $ 684,000.00	Estimated 6,000 Tons **$ 145.00 /Ton** Total: $ 870,000.00	Estimated 6,000 Tons **$ 174.00 /Ton** Total: $ 1,044,000.00	**$ 2,182,800.00**
334-1-53	Superpave Asphaltic Concrete Traffic Level C (PG 76-22)	Estimated 100 Tons **$ 500.00 /Ton** Total: $ 50,000.00	Estimated 100 Tons **$ 600.00 /Ton** Total: $ 60,000.00	Estimated 600 Tons **$ 250.00 /Ton** Total: $ 150,000.00	Estimated 600 Tons **$ 300.00 /Ton** Total: $ 180,000.00	Estimated 2,600 Tons **$ 155.00 /Ton** Total: $ 403,000.00	Estimated 2,600 Tons **$ 186.00 /Ton** Total: $ 483,600.00	Estimated 8,000 Tons **$ 145.00 /Ton** Total: $ 1,160,000.00	Estimated 8,000 Tons **$ 174.00 /Ton** Total: $ 1,392,000.00	Estimated 20,000 Tons **$ 140.00 /Ton** Total: $ 2,800,000.00	Estimated 20,000 Tons **$ 168.00 /Ton** Total: $ 3,360,000.00	**$ 5,475,600.00**
334-1-57	Superpave Asphaltic Concrete Traffic Level C High Polymer	Estimated 80 Tons **$ 650.00 /Ton** Total: $ 52,000.00	Estimated 80 Tons **$ 780.00 /Ton** Total: $ 62,400.00	Estimated 300 Tons **$ 325.00 /Ton** Total: $ 97,500.00	Estimated 300 Tons **$ 390.00 /Ton** Total: $ 117,000.00	Estimated 1,800 Tons **$ 200.00 /Ton** Total: $ 360,000.00	Estimated 1,800 Tons **$ 240.00 /Ton** Total: $ 432,000.00	Estimated 3,800 Tons **$ 180.00 /Ton** Total: $ 684,000.00	Estimated 3,800 Tons **$ 216.00 /Ton** Total: $ 820,800.00	Estimated 6,000 Tons **$ 175.00 /Ton** Total: $ 1,050,000.00	Estimated 6,000 Tons **$ 210.00 /Ton** Total: $ 1,260,000.00	**$ 2,692,200.00**
337-7-82	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22)	Estimated 100 Tons **$ 500.00 /Ton** Total: $ 50,000.00	Estimated 100 Tons **$ 600.00 /Ton** Total: $ 60,000.00	Estimated 400 Tons **$ 250.00 /Ton** Total: $ 100,000.00	Estimated 400 Tons **$ 300.00 /Ton** Total: $ 120,000.00	Estimated 2,000 Tons **$ 175.00 /Ton** Total: $ 350,000.00	Estimated 2,000 Tons **$ 210.00 /Ton** Total: $ 420,000.00	Estimated 6,000 Tons **$ 175.00 /Ton** Total: $ 1,050,000.00	Estimated 6,000 Tons **$ 210.00 /Ton** Total: $ 1,260,000.00	Estimated 8,000 Tons **$ 165.00 /Ton** Total: $ 1,320,000.00	Estimated 8,000 Tons **$ 198.00 /Ton** Total: $ 1,584,000.00	**$ 3,444,000.00**
337-7-83	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22)	Estimated 100 Tons **$ 500.00 /Ton** Total: $ 50,000.00	Estimated 100 Tons **$ 600.00 /Ton** Total: $ 60,000.00	Estimated 600 Tons **$ 250.00 /Ton** Total: $ 150,000.00	Estimated 600 Tons **$ 300.00 /Ton** Total: $ 180,000.00	Estimated 2,600 Tons **$ 160.00 /Ton** Total: $ 416,000.00	Estimated 2,600 Tons **$ 192.00 /Ton** Total: $ 499,200.00	Estimated 8,000 Tons **$ 150.00 /Ton** Total: $ 1,200,000.00	Estimated 8,000 Tons **$ 180.00 /Ton** Total: $ 1,440,000.00	Estimated 20,000 Tons **$ 145.00 /Ton** Total: $ 2,900,000.00	Estimated 20,000 Tons **$ 174.00 /Ton** Total: $ 3,480,000.00	**$ 5,659,200.00**
337-7-85	Asphalt Concrete Friction Course Traffic Level D FC-12.5 (PG 76-22)	Estimated 50 Tons **$ 500.00 /Ton** Total: $ 25,000.00	Estimated 50 Tons **$ 600.00 /Ton** Total: $ 30,000.00	Estimated 300 Tons **$ 250.00 /Ton** Total: $ 75,000.00	Estimated 300 Tons **$ 300.00 /Ton** Total: $ 90,000.00	Estimated 1,800 Tons **$ 165.00 /Ton** Total: $ 297,000.00	Estimated 1,800 Tons **$ 198.00 /Ton** Total: $ 356,400.00	Estimated 3,800 Tons **$ 155.00 /Ton** Total: $ 589,000.00	Estimated 3,800 Tons **$ 186.00 /Ton** Total: $ 706,800.00	Estimated 6,000 Tons **$ 150.00 /Ton** Total: $ 900,000.00	Estimated 6,000 Tons **$ 180.00 /Ton** Total: $ 1,080,000.00	**$ 2,263,200.00**
337-7-92	Asphalt Concrete Friction Course Traffic Level C FC-9.5 High Polymer	Estimated 80 Tons **$ 650.00 /Ton** Total: $ 52,000.00	Estimated 80 Tons **$ 780.00 /Ton** Total: $ 62,400.00	Estimated 300 Tons **$ 325.00 /Ton** Total: $ 97,500.00	Estimated 300 Tons **$ 390.00 /Ton** Total: $ 117,000.00	Estimated 1,800 Tons **$ 215.00 /Ton** Total: $ 387,000.00	Estimated 1,800 Tons **$ 258.00 /Ton** Total: $ 464,400.00	Estimated 3,800 Tons **$ 205.00 /Ton** Total: $ 779,000.00	Estimated 3,800 Tons **$ 246.00 /Ton** Total: $ 934,800.00	Estimated 6,000 Tons **$ 205.00 /Ton** Total: $ 1,230,000.00	Estimated 6,000 Tons **$ 246.00 /Ton** Total: $ 1,476,000.00	**$ 3,054,600.00**
337-7-93	Asphalt Concrete Friction Course Traffic Level C FC-12.5 High Polymer	Estimated 80 Tons **$ 650.00 /Ton** Total: $ 52,000.00	Estimated 80 Tons **$ 780.00 /Ton** Total: $ 62,400.00	Estimated 400 Tons **$ 325.00 /Ton** Total: $ 130,000.00	Estimated 400 Tons **$ 390.00 /Ton** Total: $ 156,000.00	Estimated 1,800 Tons **$ 210.00 /Ton** Total: $ 378,000.00	Estimated 1,800 Tons **$ 252.00 /Ton** Total: $ 453,600.00	Estimated 3,800 Tons **$ 200.00 /Ton** Total: $ 760,000.00	Estimated 3,800 Tons **$ 240.00 /Ton** Total: $ 912,000.00	Estimated 6,000 Tons **$ 200.00 /Ton** Total: $ 1,200,000.00	Estimated 6,000 Tons **$ 240.00 /Ton** Total: $ 1,440,000.00	**$ 3,024,000.00**
339-1	Miscellaneous Asphalt Pavement	Estimated 50 Tons **$ 350.00 /Ton** Total: $ 17,500.00	Estimated 50 Tons **$ 420.00 /Ton** Total: $ 21,000.00	Estimated 200 Tons **$ 250.00 /Ton** Total: $ 50,000.00	Estimated 200 Tons **$ 300.00 /Ton** Total: $ 60,000.00							**$ 81,000.00**
											TOTAL FOR GROUP I	**$ 33,646,080.00**

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group II: Sand and Seal in-place

Pay Item No.	Item Description	0-1000 SY/Job	0-1000 SY/Job +20%	1001-2000 SY/Job	1001-2000 SY/Job +20%	2001-3000 SY/Job	2001-3000 SY/Job +20%	Over 3000 SY/Job	Over 3000 SY/Job +20%	Sum of Extended Costs
2-1	Prime and Sand **(Section 916)**	Estimated 500 SY **$ 5.00 /SY** Total: $ 2,500.00	Estimated 500 SY **$ 6.00 /SY** Total: $ 3,000.00	Estimated 1500 SY **$ 2.50 /SY** Total: $ 3,750.00	Estimated 1500 SY **$ 3.00 /SY** Total: $ 4,500.00	Estimated 2500 SY **$ 1.50 /SY** Total: $ 3,750.00	Estimated 2500 SY **$ 1.80 /SY** Total: $ 4,500.00	Estimated 3500 SY **$ 0.75 /SY** Total: $ 2,625.00	Estimated 3500 SY **$ 0.90 /SY** Total: $ 3,150.00	**$ 15,150.00**
341-1-1	Asphalt Membrane Interlayer **(Section 341)**	Estimated 500 SY **$ 50.00 /SY** Total: $ 25,000.00	Estimated 500 SY **$ 60.00 /SY** Total: $ 30,000.00	Estimated 1500 SY **$ 25.00 /SY** Total: $ 37,500.00	Estimated 1500 SY **$ 30.00 /SY** Total: $ 45,000.00	Estimated 2500 SY **$ 15.00 /SY** Total: $ 37,500.00	Estimated 2500 SY **$ 18.00 /SY** Total: $ 45,000.00	Estimated 3500 SY **$ 10.00 /SY** Total: $ 35,000.00	Estimated 3500 SY **$ 12.00 /SY** Total: $ 42,000.00	**$ 162,000.00**
									TOTAL FOR GROUP II	**$ 177,150.00**

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group III: Milling Existing Asphalt Pavement in-place

Pay Item No.	Item Description	0-1000 SY/Job	0-1000 SY/Job +20%	1001-2000 SY/Job	1001-2000 SY/Job +20%	2001-3000 SY/Job	2001-3000 SY/Job +20%	Over 3000 SY/Job	Over 3000 SY/Job +20%	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pvmt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY **$ 15.00 /SY Inch** Total: $ 15,000.00	Estimated 1,000 SY **$ 18.00 /SY Inch** Total: $ 18,000.00	Estimated 2,000 SY **$ 8.50 /SY Inch** Total: $ 17,000.00	Estimated 2,000 SY **$ 10.20 /SY Inch** Total: $ 20,400.00	Estimated 8,000 SY **$ 5.75 /SY Inch** Total: $ 46,000.00	Estimated 8,000 SY **$ 6.90 /SY Inch** Total: $ 55,200.00	Estimated 30,000 SY **$ 4.25 /SY Inch** Total: $ 127,500.00	Estimated 30,000 SY **$ 5.10 /SY Inch** Total: $ 153,000.00	**$ 246,600.00**
327-70-B	Milling Existing Asphalt Pvmt. (Yankee Lake Yard) Milled Matlerial delivered to: 501 Yankee Lake Rd. Sanford FL, 32771	Estimated 1,000 SY **$ 15.00 /SY Inch** Total: $ 15,000.00	Estimated 1,000 SY **$ 18.00 /SY Inch** Total: $ 18,000.00	Estimated 3,000 SY **$ 8.50 /SY Inch** Total: $ 25,500.00	Estimated 3,000 SY **$ 10.20 /SY Inch** Total: $ 30,600.00	Estimated 10,000 SY **$ 5.50 /SY Inch** Total: $ 55,000.00	Estimated 10,000 SY **$ 6.60 /SY Inch** Total: $ 66,000.00	Estimated 40,000 SY **$ 4.75 /SY Inch** Total: $ 190,000.00	Estimated 40,000 SY **$ 5.70 /SY Inch** Total: $ 228,000.00	**$ 342,600.00**
327-70-C	Milling Existing Asphalt Pvmt. (Oviedo Yard) Milled Material delivered to: 1620 N. County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY **$ 15.00 /SY Inch** Total: $ 15,000.00	Estimated 1,000 SY **$ 18.00 /SY Inch** Total: $ 18,000.00	Estimated 4,000 SY **$ 8.50 /SY Inch** Total: $ 34,000.00	Estimated 4,000 SY **$ 10.20 /SY Inch** Total: $ 40,800.00	Estimated 12,000 SY **$ 5.75 /SY Inch** Total: $ 69,000.00	Estimated 12,000 SY **$ 6.90 /SY Inch** Total: $ 82,800.00	Estimated 50,000 SY **$ 4.75 /SY Inch** Total: $ 237,500.00	Estimated 50,000 SY **$ 5.70 /SY Inch** Total: $ 285,000.00	**$ 426,600.00**
327-70-D	Milling Existing Asphalt Pvmt. (5 Points Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL, 32773	Estimated 1,000 SY **$ 15.00 /SY Inch** Total: $ 15,000.00	Estimated 1,000 SY **$ 18.00 /SY Inch** Total: $ 18,000.00	Estimated 2,000 SY **$ 8.50 /SY Inch** Total: $ 17,000.00	Estimated 2,000 SY **$ 10.20 /SY Inch** Total: $ 20,400.00	Estimated 6,000 SY **$ 5.75 /SY Inch** Total: $ 34,500.00	Estimated 6,000 SY **$ 6.90 /SY Inch** Total: $ 41,400.00	Estimated 20,000 SY **$ 4.75 /SY Inch** Total: $ 95,000.00	Estimated 20,000 SY **$ 5.70 /SY Inch** Total: $ 114,000.00	**$ 193,800.00**
327-70-E	Milling Existing Asphalt Pvmt. (Relocate) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY **$ 15.00 /SY Inch** Total: $ 15,000.00	Estimated 1,000 SY **$ 18.00 /SY Inch** Total: $ 18,000.00	Estimated 2,000 SY **$ 8.50 /SY Inch** Total: $ 17,000.00	Estimated 2,000 SY **$ 10.20 /SY Inch** Total: $ 20,400.00	Estimated 4,000 SY **$ 5.50 /SY Inch** Total: $ 22,000.00	Estimated 4,000 SY **$ 6.60 /SY Inch** Total: $ 26,400.00	Estimated 10,000 SY **$ 4.75 /SY Inch** Total: $ 47,500.00	Estimated 10,000 SY **$ 5.70 /SY Inch** Total: $ 57,000.00	**$ 121,800.00**
									TOTAL FOR GROUP III	**$ 1,331,400.00**

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Unit Cost +20%	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	$ 4.50	$ 5.40	$ 10,800.00
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	$ 2.50	$ 3.00	$ 3,000.00
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	$ 2.50	$ 3.00	$ 3,000.00
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	$ 0.75	$ 0.90	$ 18,000.00
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	$ 2.00	$ 2.40	$ 9,600.00
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	$ 4.00	$ 4.80	$ 9,600.00
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	$ 0.75	$ 0.90	$ 27,000.00
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	$ 3.50	$ 4.20	$ 8,400.00
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	$ 150.00	$ 180.00	$ 3,600.00
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	$ 150.00	$ 180.00	$ 900.00
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	$ 150.00	$ 180.00	$ 1,800.00
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	$ 150.00	$ 180.00	$ 900.00
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	$ 150.00	$ 180.00	$ 900.00
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	$ 150.00	$ 180.00	$ 1,800.00
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	$ 150.00	$ 180.00	$ 900.00
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	$ 150.00	$ 180.00	$ 900.00
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	$ 150.00	$ 180.00	$ 1,800.00
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	$ 150.00	$ 180.00	$ 3,600.00
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	$ 150.00	$ 180.00	$ 9,000.00
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	$ 150.00	$ 180.00	$ 1,800.00
710-11-180	Temporary Pavement Markings, Paint, White, Yeild Line	10	LF	$ 7.50	$ 9.00	$ 90.00
					TOTAL FOR GROUP IV	$ 117,390.00

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb

Pay Item No.	Description	Quantity	Quantity +20%	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -$1,000.00	Estimated 1 Each per Project -1,000.00 ED Total: -$1,000.00	**Do Not Include this Item in Bid Total**
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -$500.00 ED Total: -$500.00	Estimated 1 Each per Project -$500.00 ED Total: -$500.00	**Do Not Include this Item in Bid Total**
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project **Not to Exceed 5% of Contract Total**	Estimated 1 Each per Project **Not to Exceed 5% of Contract Total**	**Do Not Include this Item in Bid Total**
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Responce **$ 15,000.00 /EA**	Estimated 1 EA per Responce **$ 18,000.00 /EA**	**$ 15,000.00**
102-1	Maintenance of Traffic Includes all Labor, Equipment and Materials. **(not to exceed $1500 per day)**	Estimated 30 ED **$ 1,500.00 /ED**	Estimated 30 ED **$ 1,500.00 /ED**	**$ 45,000.00**
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 100 HR **$ 95.00 /HR**	Estimated 100 HR **$ 114.00 /EA**	**$ 9,500.00**
102-99	Portable Changeable Message Sign	Estimated 1,000 ED **$ 35.00 /ED**	Estimated 1,000 ED **$ 42.00 /EA**	**$ 35,000.00**
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY **$ 45.00 /SY**	Estimated 800 SY **$ 54.00 /EA**	**$ 36,000.00**
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA **$ 125.00 /EA**	Estimated 25 EA **$ 150.00 /EA**	**$ 3,125.00**
425-7	Manhole Ring Adjustment	Estimated 25 EA **$ 225.00 /EA**	Estimated 25 EA **$ 270.00 /EA**	**$ 5,625.00**
525-1	Asphaltic Concrete Curb	Estimated 500 LF **$ 45.00 /LF**	Estimated 500 LF **$ 54.00 /EA**	**$ 22,500.00**
			TOTAL FOR GROUP V	**$ 171,750.00**

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Plant	FOB Job Site	FOB Job Site	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C **(Section 334)**	Estimated 1000 Tons **$ 75.00 /Ton** Total: $ 75,000.00	Estimated 1000 Tons **$ 90.00 /Ton** Total: $ 90,000.00	Estimated 200 Tons **$ 95.00 /Ton** Total: $ 19,000.00	Estimated 200 Tons **$ 114.00 /Ton** Total: $ 22,800.00	**$ 112,800.00**
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C **(Section 334)**	Estimated 1000 Tons **$ 80.00 /Ton** Total: $ 80,000.00	Estimated 1000 Tons **$ 96.00 /Ton** Total: $ 96,000.00	Estimated 200 Tons **$ 100.00 /Ton** Total: $ 20,000.00	Estimated 200 Tons **$ 120.00 /Ton** Total: $ 24,000.00	**$ 120,000.00**
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) **(Section 337)**	Estimated 200 Tons **$ 125.00 /Ton** Total: $ 25,000.00	Estimated 200 Tons **$ 150.00 /Ton** Total: $ 30,000.00	Estimated 200 Tons **$ 150.00 /Ton** Total: $ 30,000.00	Estimated 200 Tons **$ 180.00 /Ton** Total: $ 36,000.00	**$ 66,000.00**
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) **(Section 337)**	Estimated 200 Tons **$ 125.00 /Ton** Total: $ 25,000.00	Estimated 200 Tons **$ 150.00 /Ton** Total: $ 30,000.00	Estimated 200 Tons **$ 150.00 /Ton** Total: $ 30,000.00	Estimated 200 Tons **$ 180.00 /Ton** Total: $ 36,000.00	**$ 66,000.00**
6-5	Asphalt Milling Material	Estimated 500 Tons **$ 40.00 /Ton** Total: $ 20,000.00	Estimated 500 Tons **$ 48.00 /Ton** Total: $ 24,000.00	Estimated 500 Tons **$ 60.00 /Ton** Total: $ 30,000.00	Estimated 500 Tons **$ 72.00 /Ton** Total: $ 36,000.00	**$ 60,000.00**
6-6	Tack Type RS-1/RS-2 **(Section 300)**	Estimated 1000 Gallons **$ 10.00 /Gal** Total: $ 10,000.00	Estimated 1000 Gallons **$ 12.00 /Ton** Total: $ 12,000.00			**$ 12,000.00**
					TOTAL FOR GROUP VI	**$ 436,800.00**

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VII: Earthwork

Pay Item No.	Description	0-50 CY/Job	0-50 CY/Job +20%	51-100 CY/Job	51-100 CY/Job +20%	101-500 CY/Job	101-500 CY/Job +20%	Over 500 CY/Job	Over 500 CY/Job +20%	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY **$ 150.00 /CY** Total: $ 7,500.00	Estimated 50 CY **$ 180.00 /CY** Total: $ 9,000.00	Estimated 100 CY **$ 75.00 /CY** Total: $ 7,500.00	Estimated 100 CY **$ 90.00 /CY** Total: $ 9,000.00	Estimated 500 CY **$ 50.00 /CY** Total: $ 25,000.00	Estimated 500 CY **$ 60.00 /CY** Total: $ 30,000.00	Estimated 800 CY **$ 35.00 /CY** Total: $ 28,000.00	Estimated 800 CY **$ 42.00 /CY** Total: $ 33,600.00	**$ 81,600.00**
120-6	Embankment	Estimated 50 CY **$ 150.00 /CY** Total: $ 7,500.00	Estimated 50 CY **$ 180.00 /CY** Total: $ 9,000.00	Estimated 100 CY **$ 100.00 /CY** Total: $ 10,000.00	Estimated 100 CY **$ 120.00 /CY** Total: $ 12,000.00	Estimated 500 CY **$ 50.00 /CY** Total: $ 25,000.00	Estimated 500 CY **$ 60.00 /CY** Total: $ 30,000.00	Estimated 800 CY **$ 45.00 /CY** Total: $ 36,000.00	Estimated 800 CY **$ 54.00 /CY** Total: $ 43,200.00	**$ 94,200.00**
121-70	Flowable Fill	Estimated 50 CY **$ 400.00 /CY** Total: $ 20,000.00	Estimated 50 CY **$ 480.00 /CY** Total: $ 24,000.00	Estimated 100 CY **$ 300.00 /CY** Total: $ 30,000.00	Estimated 100 CY **$ 360.00 /CY** Total: $ 36,000.00					**$ 60,000.00**
160-4	12 " Type B Stabilization LBR 40	Estimated 500 SY **$ 35.00 /SY** Total: $ 17,500.00	Estimated 500 SY **$ 42.00 /CY** Total: $ 21,000.00	Estimated 2000 SY **$ 32.00 /SY** Total: $ 64,000.00	Estimated 2000 SY **$ 38.40 /CY** Total: $ 76,800.00	Estimated 3000 SY **$ 28.00 /SY** Total: $ 84,000.00	Estimated 3000 SY **$ 33.60 /CY** Total: $ 100,800.00	Estimated 4000 SY **$ 25.00 /SY** Total: $ 100,000.00	Estimated 4000 SY **$ 30.00 /CY** Total: $ 120,000.00	**$ 318,600.00**
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY **$ 35.00 /SY** Total: $ 17,500.00	Estimated 500 SY **$ 42.00 /CY** Total: $ 21,000.00	Estimated 1000 SY **$ 25.00 /SY** Total: $ 25,000.00	Estimated 1000 SY **$ 30.00 /CY** Total: $ 30,000.00	Estimated 1500 SY **$ 22.00 /SY** Total: $ 33,000.00	Estimated 1500 SY **$ 26.40 /CY** Total: $ 39,600.00	Estimated 2000 SY **$ 22.00 /SY** Total: $ 44,000.00	Estimated 2000 SY **$ 26.40 /CY** Total: $ 52,800.00	**$ 143,400.00**
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY **$ 45.00 /SY** Total: $ 22,500.00	Estimated 500 SY **$ 54.00 /CY** Total: $ 27,000.00	Estimated 1000 SY **$ 42.00 /SY** Total: $ 42,000.00	Estimated 1000 SY **$ 50.40 /CY** Total: $ 50,400.00	Estimated 1500 SY **$ 38.00 /SY** Total: $ 57,000.00	Estimated 1500 SY **$ 45.60 /CY** Total: $ 68,400.00	Estimated 2000 SY **$ 38.00 /SY** Total: $ 76,000.00	Estimated 2000 SY **$ 45.60 /CY** Total: $ 91,200.00	**$ 237,000.00**
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY **$ 60.00 /SY** Total: $ 30,000.00	Estimated 500 SY **$ 72.00 /CY** Total: $ 36,000.00	Estimated 1000 SY **$ 55.00 /SY** Total: $ 55,000.00	Estimated 1000 SY **$ 66.00 /CY** Total: $ 66,000.00	Estimated 1500 SY **$ 50.00 /SY** Total: $ 75,000.00	Estimated 1500 SY **$ 60.00 /CY** Total: $ 90,000.00	Estimated 2000 SY **$ 50.00 /SY** Total: $ 100,000.00	Estimated 2000 SY **$ 60.00 /CY** Total: $ 120,000.00	**$ 312,000.00**
285-709-B	Base Group 09 (6" Type B-12.5)	Estimated 500 SY **$ 75.00 /SY** Total: $ 37,500.00	Estimated 500 SY **$ 90.00 /CY** Total: $ 45,000.00	Estimated 2000 SY **$ 65.00 /SY** Total: $ 130,000.00	Estimated 2000 SY **$ 78.00 /CY** Total: $ 156,000.00	Estimated 3000 SY **$ 60.00 /SY** Total: $ 180,000.00	Estimated 3000 SY **$ 72.00 /CY** Total: $ 216,000.00	Estimated 4000 SY **$ 55.00 /SY** Total: $ 220,000.00	Estimated 4000 SY **$ 66.00 /CY** Total: $ 264,000.00	**$ 681,000.00**
570-1-2	Performance Turf, Sod	Estimated 500 SY **$ 20.00 /SY** Total: $ 10,000.00	Estimated 500 SY **$ 24.00 /CY** Total: $ 12,000.00	Estimated 1000 SY **$ 18.00 /SY** Total: $ 18,000.00	Estimated 1000 SY **$ 21.60 /CY** Total: $ 21,600.00	Estimated 1500 SY **$ 15.00 /SY** Total: $ 22,500.00	Estimated 1500 SY **$ 18.00 /CY** Total: $ 27,000.00	Estimated 2000 SY **$ 14.00 /SY** Total: $ 28,000.00	Estimated 2000 SY **$ 16.80 /CY** Total: $ 33,600.00	**$ 94,200.00**
577-70	Shoulder Rework	Estimated 500 SY **$ 30.00 /SY** Total: $ 15,000.00	Estimated 500 SY **$ 36.00 /CY** Total: $ 18,000.00	Estimated 1000 SY **$ 25.00 /SY** Total: $ 25,000.00	Estimated 1000 SY **$ 30.00 /CY** Total: $ 30,000.00	Estimated 1500 SY **$ 22.00 /SY** Total: $ 33,000.00	Estimated 1500 SY **$ 26.40 /CY** Total: $ 39,600.00	Estimated 2000 SY **$ 18.00 /SY** Total: $ 36,000.00	Estimated 2000 SY **$ 21.60 /CY** Total: $ 43,200.00	**$ 130,800.00**
									TOTAL FOR GROUP VII	**$ 2,152,800.00**

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	$ 33,646,080.00
Group II	Sand and Seal in-place	$ 177,150.00
Group III	Milling Existing Asphalt Pavement in-place	$ 1,331,400.00
Group IV	Temporary Pavement Marking in-place	$ 117,390.00
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb	$ 171,750.00
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	$ 436,800.00
Group VII	Earthwork	$ 2,152,800.00
	TOTAL GROUP I THRU VII	$ 38,033,370.00

Company Name: Middlesex Paving, LLC.

December 11, 2024

Middlesex Paving, LLC.
10801 Cosmonaut Boulevard
Orlando, Florida 32824

Re: Time Extension for IFB-603616-19/BJC– Pavement Management Program for Seminole County

To Whom It May Concern:

Pursuant to Seminole County Purchasing Code Section 3.554(4), this notice shall serve as authorization to extend the above agreement from **December 25, 2024 through March 25, 2025** as approved by the Seminole County Board of County Commissioners. Current pricing, terms and conditions shall remain the same.

Please remember to keep this office up to date with a current certificate of insurance *with the above contract number referenced on the certificate* as required in the original, contract agreement.

Appropriate County departments and divisions will be notified of this Contract extension action.

Thank you for your interest in doing business with Seminole County. If you have any questions or need further assistance, please contact our office.

Sincerely,

Rachel Horne

Rachel Horne
Procurement Analyst I

cc: Public Works-Roads & Stormwater
County Comptroller's Office
County Attorney's Office
Commission Records
File

CONSENT AGENDA ITEM 304

CITY COMMISSION AGENDA | JANUARY 12, 2026 REGULAR MEETING

TITLE

Deer Run Stormwater Control Structure Modification Project

SUMMARY

The primary reason for modifying the existing Willow Lake control structure at the Deer Run Subdivision is to prevent continued homeowner access that has resulted in unauthorized, potentially dangerous adjustment to control the lake levels prior to and following a significant storm event. The discharge from this lake outfalls directly to Howell Creek which has a history of flooding and erosion impacts from prior storm events. The homeowners do not have the authority to operate the control structure, and potentially at the detriment of downstream homeowners on Howell Creek. Therefore, the existing control structure boards are to be removed and replaced with an attached aluminum plate, along with an orifice to ensure proper water control elevation and prevent continued unauthorized adjustment to the water levels in the Deer Run pond.

The secondary reason for modifying the existing control structure is the removal of the makeshift PVC pipes that were intended to serve as a fish barrier but adversely impacted the water flow through the structure weir openings which has created an ongoing maintenance issue. This modification will lower the existing steel grate while maintaining the intent of the PVC pipes to create a fish barrier during high water events.

The City released a formal ITB (ITB 11-25-01 Deer Run Control Structure) on November 12, 2025 and received only one response on December 12, 2025 from Cathcart Construction Company in the amount of $138,162.

FUNDING SOURCE

The funding for this project was not budgeted for FY26, however due to the timing of other capital projects in the 3rd Generation Sales Tax Fund, this capital project can be funded under the City - Wide Stormwater Rehab project due to urgency of need.

RECOMMENDATION

Staff requests the City Commission approve a task order for Cathcart Construction Company to provide construction services to modify the existing Willow Lake control structure located within the Deer Run Subdivision in the amount of $138,162.

PROJECT MEMORANDUM

Submitted To: Kevin Sweet, MPA, ICMA-CM
City Manager
City of Winter Springs

Prepared By: David Hamstra, P.E., CFM
Stormwater Department Manager

Date: March 13, 2025 (Revised April 14, 2025)

Subject: **Deer Run Subdivision | Willow Lake Control Structure**

Pursuant to the City of Winter Springs request, we have prepared the revised attached control structure figure with the proposed scope of work to make the structure less susceptible to being tampered with and reduce the need for continual maintenance work (refer to attached figure).

Based on our review of the 1989 construction plans (Sheet 29), as well as our recent site inspections to confirm the current conditions and take measurements, we offer the following observations (refer to attached site inspection photographs):

- The existing control structure has weir openings on all four sides whereas Sheet 29 of the original control plans would lead you to believe only three openings were envisioned. It appears that the general difference being the concrete headwall for the 30-inch outfall pipe was not installed per the 1989 construction plan and what exists today is a typical control structure with various openings.

- Other than the existing PVC tubes/pipes on the east and west side of the control structure, which may have been installed by residents to control the fish population in the lake, the weir openings are consistent with the 1989 plans. We recommend the removal of the existing PVC tubes/pipes.

- A raised reticuline steel grate sits above the four weirs and is supported in the elevated position by four 9" x 9" concrete supports at each of the four corners of the existing control structure. We recommend removing the four concrete supports and lowering the grate to the top of the current weir openings (elevation 46.00). Considering that the existing grate is 2-inches thick and, due to its size, needs to sit on top of the south and north walls when the supports are removed from the existing drainage structure, the grate elevation of the

modified structure will be 46.17 (i.e., elevation 46.00 plus 2-inches (0.17-feet) equals 46.17-feet). This allows the high-level overflow elevation to basically remain the same but allows the removal of the maintenance prone PVC tubes, while at the same time accomplishing the goal of preventing fish from leaving the pond.

- Regarding the north side of the control structure, we are recommending removal of the wooden flash boards and installing a 3/8-inch fiberglass plate, bolted, and sealed to the existing structure to cover the flash board opening once the boards are removed. The plate would serve to prevent homeowners from altering the discharge conditions and lowering water levels for Willow Lake, and potentially impacting Howell Creek during extreme storm events. The fiberglass plate would be fabricated with a 6-inch diameter orifice that has a flowline elevation 1-foot below the existing elevation of the weirs on the four sides of the current control structure. This orifice would serve to control the lake level at a constant elevation and allow the level of the lake to recover to the elevation of the orifice following rainfall events.

If you have any questions, please do not hesitate to contact me directly at 407-992-9160, extension 309, or by e-mail at david@pegasusengineering.net.

END OF MEMO

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160

PROJECT INFORMATION	
Project Name:	Willow Lake Control Structure
Location:	Deer Run Subdivision | Tuskawilla Community
Inspection Date:	February 14, 2025 (Site Inspection #1)

Photograph No.
1
Photographer Location:
Northeast of Control Structure
Direction Photo was taken:
Facing southwest
Comments:



Photograph No.
2
Photographer Location:
Northeast of Control Structure
Direction Photo was taken:
Facing southwest
Comments:



Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160

PROJECT INFORMATION	
Project Name:	Willow Lake Control Structure
Location:	Deer Run Subdivision | Tuskawilla Community
Inspection Date:	February 14, 2025 (Site Inspection #1)

Photograph No.
3
Photographer Location:
East of Control Structure
Direction Photo was taken:
Facing west
Comments:



Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160

PROJECT INFORMATION	
Project Name:	Willow Lake Control Structure
Location:	Deer Run Subdivision | Tuskawilla Community
Inspection Date:	March 6, 2025 (Site Inspection #2)

Photograph No.
1
Photographer Location:
Northside of Control Structure
Direction Photo was taken:
N/A
Comments:
30-inch weir opening.



Photograph No.
2
Photographer Location:
Eastside of Control Structure
Direction Photo was taken:
N/A
Comments:
42-inch weir opening.



Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160

PROJECT INFORMATION	
Project Name:	Willow Lake Control Structure
Location:	Deer Run Subdivision | Tuskawilla Community
Inspection Date:	March 6, 2025 (Site Inspection #2)

Photograph No.
3
Photographer Location:
Westside of Control Structure
Direction Photo was taken:
N/A
Comments:
42-inch weir opening.



Photograph No.
4
Photographer Location:
Southside of Control Structure
Direction Photo was taken:
N/A
Comments:
37-inch weir opening.



Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160

PROJECT INFORMATION	
Project Name:	Willow Lake Control Structure
Location:	Deer Run Subdivision | Tuskawilla Community
Inspection Date:	March 6, 2025 (Site Inspection #2)

Photograph No.
5
Photographer Location:
South of Control Structure
Direction Photo was taken:
Facing north
Comments:



Photograph No.
6
Photographer Location:
East of Control Structure
Direction Photo was taken:
Facing west
Comments:



Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160

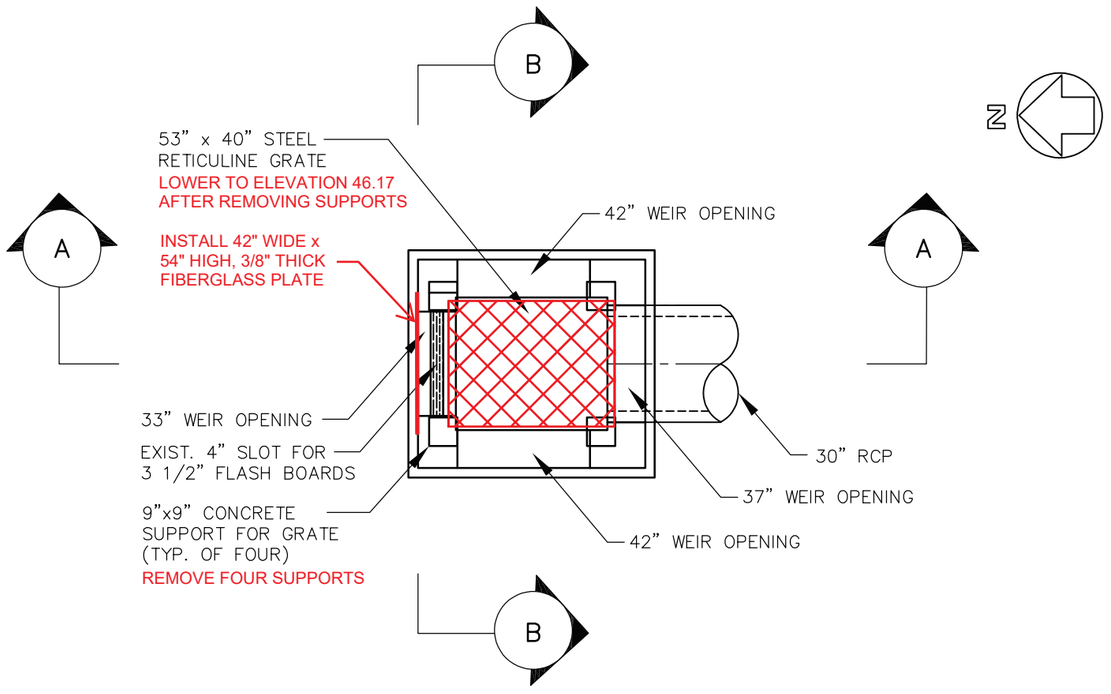
PROJECT INFORMATION	
Project Name:	Willow Lake Control Structure
Location:	Deer Run Subdivision | Tuskawilla Community
Inspection Date:	March 6, 2025 (Site Inspection #2)

Photograph No.
7
Photographer Location:
Northeast of Control Structure
Direction Photo was taken:
Facing southwest
Comments:



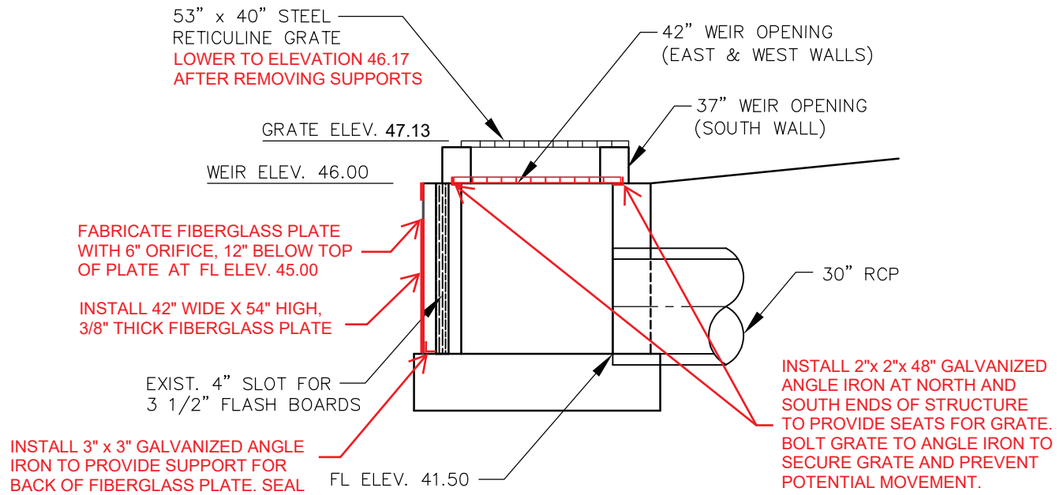
SCOPE OF WORK:

1. REMOVE AND DISPOSE OF PVC PIPES ON THE NORTH, EAST, AND WEST SIDES OF EXISTING CONTROL STRUCTURE.
2. REMOVE AND DISPOSE OF DEBRIS IN THE VICINITY OF THE EXISTING CONTROL STRUCTURE.
3. REMOVE AND DISPOSE OF THE VEGETATION OVERGROWTH AND SEDIMENTATION ASSOCIATED WITH THE FOUR WEIR OPENINGS PRIOR TO MODIFYING THE EXISTING CONTROL STRUCTURE.
4. REMOVE AND DISPOSE OF THE WOODEN FLASH BOARDS WIITHIN THE SLOTS ON THE NORTH SIDE OF THE EXISTING CONTROL STRUCTURE.
5. INSTALL A 42" WIDE X 54" HIGH, 3 / 8" THICK FIBERGLASS PLATE ON THE NORTH SIDE OF THE EXISTING CONTROL STRUCTURE TO COVER AND SEAL THE OPENING PREVIOUSLY OCCUPIED BY THE WOODEN FLASH BOARDS. FIBERGLASS PLAT SHALL MEET ENVIRONMENTAL COMPOSITES SPECIFICATIONS OR EQUAL. FIBERGLASS PLATE SHALL BE SECURED TO OUTSIDE FACE OF STRUCTURE WITH 4" CONCRETE WEDGE ANCHORS AT 9" ON CENTER. A SEALANT SHALL BE APPLIED BETWEEN THE EXISTING CONCRETE STRUCTURE AND FIBERGLASS PLATE TO INSURE THE PLATE-TO-STRUCTURE INTERFACE IS WATER TIGHT.



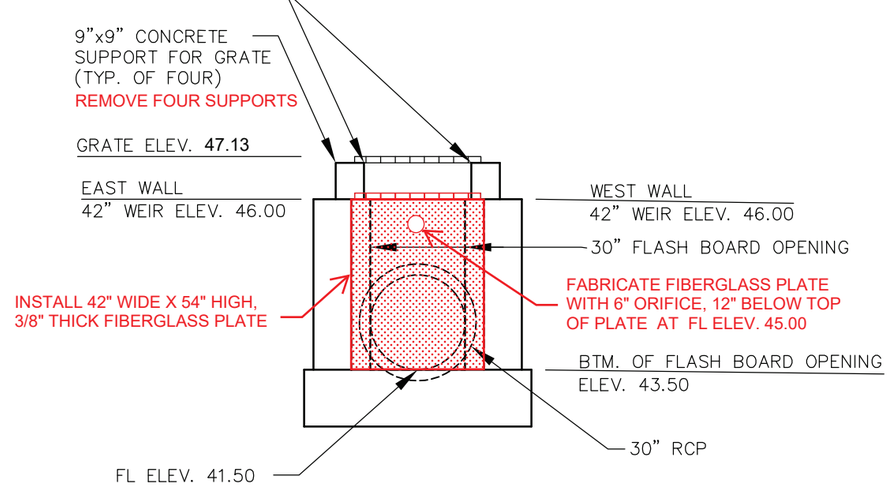
PLAN VIEW: CONTROL STRUCTURE

SCALE: 1/4" = 1'-0"



SECTION VIEW: A-A

SCALE: 1/4" = 1'-0"



ELEVATION VIEW: B-B

SCALE: 1/4" = 1'-0"

CITY OF WINTER SPRINGS

SITE LOCATION
WINTER SPRINGS, FLORIDA
SEMINOLE COUNTY

DEER RUN SUBDIVISION
STORMWATER POND CONTROL STRUCTURE

Pegasus ENGINEERING

301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FLORIDA 32708
407.992.9160 (P) 407.358.5155 (F)

JOB No.: WSC-22005
DATE: APRIL 14, 2025

FIGURE *1*

CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive, Winter Springs, FL 32708
(407) 629-2900

Section A - Bidder Information and Acknowledgement Form

City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708

BIDDER INFORMATION AND ACKNOWLEDGEMENT FORM

For

ITB # 11-26-01 CS

Deer Run Control Structure Modification

The undersigned Bidder does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements shown by the Invitation To Bid to be delivered to the specified site for the price indicated.

IT IS THE BIDDER'S RESPONSIBILITY TO CHECK www.demandstar.com FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL

THIS BID MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Bid. If not submitted, Bidder will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

PROPOSER NAME: Cathcart Construction Company - Florida, LLC

TAX ID# SNN or EIN: 46-4740152

PROPOSER ADDRESS: 1056 Willa Springs Drive, Winter Springs, Florida 32708

PURCHASE ORDER ADDRESS: 1056 Willa Springs Drive, Winter Springs, Florida 32708

PHONE NUMBER: (407) 629-2900

COMPANY WEBSITE: https://cathcartconstructioncompany.com/

COMPANY CONTACT (REP): Matt Blanton / President

CONTACT EMAIL ADDRESS: mblanton@cathcartconstructioncompany.com

SIGNATURE: _____

THE UNDERSIGNED:

A. Acknowledges receipt of:
   1. ITB # 11-26-01 CS Pertaining To: Deer Run Control Structure Modification
      Addenda Number 1, Dated 12/3/25.
      Addenda Number _____, Dated _____.

B. Has examined the site and all ITB Documents and understands that in submitting its Bid, they waive all right to plead any misunderstanding regarding the same.

C. Agrees:
   1. To hold this Bid open for 90 calendar days after the bid opening date.
   2. To furnish the goods and/or services specified in this Bid at the prices quoted in my responsive proposal and in compliance with the ITB Documents.
   3. To accept the provisions of the Instructions to Bidders.
   4. To negotiate a contract with the CITY incorporating the Bid prices, if selected on the basis of this Bid.
   5. To accomplish the work in accordance with the contract documents.

D. Certifies:
   1. That all information contained in this Bid is truthful to the best of my knowledge and belief.
   2. That I am duly authorized to submit this Bid on behalf of the Bidder and that the Bidder is ready, willing, and able to perform if awarded the Bid.

Stipulated Amount

A. Submit on Cost Proposal Worksheet, Appendix A.

Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900

Section B - Table of Contents:

Section A – Bidder Information and Acknowledgment Form 1

Section B – Table of Contents 3

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Section D - Qualifications 8

Section E – Other Information 12

Section F – Cost and Time 46

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Section H – Florida State Corporate Filing 63







MANDATORY BID FORMS

Bid Form 1: Bidder Information and Acknowledgement Form

Bid Form 2: Reference Information Form

Bid Form 3: Insurance Requirements Form

Bid Form 4: Scrutinized Company Certification

Bid Form 5: Non-Collusion Affidavit of Prime Bidder

Bid Form 6: Drug Free Workplace Form

Bid Form 7: Public Entity Crimes Statement

Bid Form 8: Debarment, Suspension etc. Certification

Bid Form 9: E-Verify Statement

Bid Form 10: Conflict of Interest Statement

Bid Form 11: Affidavit of Compliance with Florida Statute 787.06

Bid Form 12: Byrd Anti-Lobbying Act Certification

Appendix A: Bid Tabulation Worksheet

Mandatory forms must be submitted with the proposal.

Failure to submit forms will disqualify the Bidder from the ITB

CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive, Winter Springs, FL 32708
(407) 629-2900

Section C - Introduction Letter

City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708

Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Dr, Winter Springs, FL, 32708
11738 Currie Ln, Largo, FL 33774
(407) 629-2900

Introduction Letter:

ITB 11-25-01 CS-0-2026/HQ - Deer Run Control Structure

December 12th, 2025

Dear Holly Queen, Director of Finance and the City of Winter Springs Board:

Cathcart Construction Company – Florida, LLC is pleased to submit the attached response to the ITB for the above-referenced contract. We respectfully request your consideration as the City of Winter Springs selects a trusted partner to replace the existing Deer Run Control Structure. For over 34 years, Cathcart has built a strong reputation for delivering high-quality civil infrastructure solutions across Florida, and it would be a privilege to continue extending our services so close to home. We approach each partnership with long-term value in mind, ensuring our clients receive not just a contractor but a dedicated extension of their municipal team.

The Deer Run Control Structure Project consists of accessing and dewatering the existing structure by installing a cofferdam, removing the deteriorated wooden weir, and cleaning the structure. The work includes installing a new plate over the existing opening, constructing a new top for the structure, and restoring the affected resident's yard to its original condition. Temporary access to the work area will be established by clearing a path into the site due to current site constraints.

At Cathcart, our culture goes far beyond being customer-focused, we are passionately customer-obsessed. This principle drives our operations, from leadership to field personnel, and shapes the way we approach every project. Our commitment to client satisfaction is not just something we say; it's demonstrated through our track record. We consistently deliver infrastructure improvements on time, within budget, and with an uncompromising commitment to workplace safety. Our extensive capabilities include underground utility work, stormwater systems, lift stations, roadway and hardscape improvements, and rapid-response services. Whether under standard or emergency conditions, Cathcart has the personnel, equipment, and experience necessary to mobilize



efficiently and complete any contract the committee needs done with the utmost attention to detail.

We are proud to maintain ongoing contracts with a wide range of municipalities across Central Florida. This includes the cities of Altamonte Springs, Orlando, Winter Park, Maitland, Sanford, Ocoee, Winter Garden, Oakland, and Wauchula, along with Seminole, Orange, Osceola, and Hardee counties. These longstanding relationships speak to our responsiveness, technical capability, and the high level of trust we've earned. Our strategic location in Winter Springs allows us to respond quickly to the needs of the city, while our organizational structure supports seamless communication, proactive problem-solving, and agile project execution. We are a safety-first company that builds infrastructure, placing the well-being of our team, our partners, and the public at the center of everything we do.

Equally important to safety and performance is our steadfast promise: to deliver exactly what our clients want, when they want it, and for exactly what they expect to pay for it. Our hands-on leadership team works closely with a dedicated workforce to provide expert oversight, manage complex project timelines, and ensure quality at every phase. This integrated approach allows us to consistently exceed expectations and deliver long-term value. For your consideration, we have included references from several of our municipal partners who can speak directly to our professionalism, reliability, and results. We appreciate the opportunity to be considered for this important work and would be honored to support the City of Winter Springs in building and maintaining the resilient infrastructure your city oversees.

Mr. John Cathcart and I are authorized to make representations for Cathcart. For this contract, I will be your point of contact should you or any member of your staff require any additional information; my personal cell phone number is (407) 810-9614. Please do not hesitate to call me for any type of discussion. My e-mail address is mblanton@cathcartconstructioncompany.com.

Sincerely Yours,

Matt T. Blanton
President

TOP WORK PLACES 2023 Orlando Sentinel

TOP WORK PLACES 2024 Orlando Sentinel

TOP WORK PLACES 2025 Orlando Sentinel

CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive, Winter Springs, FL 32708
(407) 629-2900

Section D – Qualifications

City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708

Cathcart Construction Company - Florida, LLC

A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Dr, Winter Springs, FL, 32708
11738 Currie Ln, Largo, FL 33774
(407) 629-2900

Firm Qualifications and Experience:

Cathcart Construction Company – Florida, LLC (CCC) is pleased to submit this Proposal for the City of Winter Springs Deer Run Control Structure Repair. With a legacy spanning more than three decades throughout Central Florida, CCC has earned a reputation as a dependable and highly capable contractor for municipal civil infrastructure. Cathcart brings extensive expertise in delivering high-quality underground utility and earthwork services essential to the mission of the City of Winter Springs. Our team is experienced in constructing underground utility systems such as lift stations, manholes, and piping, along with being well-versed in the installation of gravity sewer, force main, water line, and a host of other pipeline services, so this project is well within our abilities.

John Cathcart, the Founder and CEO of Cathcart Construction Company, brings extensive expertise and leadership to the organization. He holds a Bachelor of Arts in Building Construction from the University of Florida and an MBA in Finance from the University of Central Florida. With decades of industry experience, John has been a Certified General Contractor (CGC 051005) since 1993 and a Certified Underground Utility and Excavation Contractor (CUC 057230) since 1998. As the driving force behind Cathcart Construction Company, he oversees business leadership, strategic planning, and organizational development, ensuring the company's continued growth and success.

Matt Blanton serves as the President and Head of Operations for Cathcart Construction Company, bringing over 25 years of construction industry experience. Since joining the company in 1997 as Vice President and Operations Manager, Matt has been instrumental in shaping the company's growth and success. Promoted to President in 2005, he oversees the management of sales, suppliers, subcontractors, and overall operations, ensuring seamless execution across all facets of the business. Matt holds a Bachelor of Science in Law Studies and Sociology from Georgia Southern University, combining his diverse expertise and leadership to drive the continued excellence of Cathcart Construction Company.



Matt Blanton leads a team of 260+ Staff with the assistance of his two General Superintendents, Joe Newton and Justin Williams. Joe Newton has been with CCC since 2015 and brings decades of experience with him. He has several certifications, including his SWPPP Stormwater Pollution Prevention Plan Certification, Confined Space Certification, and Trench Safety Certification. He also excels at installing shoring systems, various types of pipes, and the operation of multiple types of heavy equipment. Justin Williams has been with Cathcart since 2018. Justin brings with him years of experience since 2002 in underground experience and heavy equipment operation. He has several certifications, including his SWPPP Stormwater Pollution Prevention Plan Certification, Confined Space Certification, and Trench Safety Certification. He specializes in deep gravity sewers and lift stations. Joe Newton and Justin Williams lead the day-to-day onsite operations with the supporting teams of Project Managers, Superintendents, Foreman, Operators, Hillmen, Tailmen, Pipe Layers, and Loader Operators. Throughout this contract you will not just have the backing of the specially curated project team we have created, but the backing of all 260+ strong employees of Cathcart Construction Company.

We believe Cathcart Construction Company (CCC) is uniquely positioned as the most qualified contractor for this project, thanks to its extensive resources and exemplary track record with recurring and on-call infrastructure projects throughout Central Florida. With over 34 years in business, CCC has cultivated partnerships with the most reliable subcontractors, enabling the company to take on additional work on short notice while ensuring high-quality results. These trusted partnerships are built on mutual understanding and a shared commitment to delivering exceptional service to project owners, fostering long-term collaboration across multiple projects and municipalities.

CCC's capabilities are underpinned by its robust infrastructure, including more than 260+ skilled employees and a fleet of support equipment that ensures efficient and effective project execution. The company's teams are meticulously structured, with General Superintendents leading crews of Concrete, Grading, and Pipe specialists, all supported by Project Managers, Superintendents, and onsite Foremen. An Equipment Manager and dedicated mechanics provide vital support, ensuring all equipment operates at peak performance throughout the project.

A cornerstone of CCC's operations is its unwavering commitment to safety and regulatory compliance. The company strictly adheres to OSHA, AWWA, and FDOT standards, as well as owner specifications, ensuring a safe work environment for employees and community members. By maintaining these high standards, CCC minimizes the risks of injury, property damage, and disruptions to surrounding areas. This comprehensive approach, combined with CCC's expertise, reliable partnerships, and commitment to quality, solidifies its position as the ideal choice for this contract.



REFERENCE INFORMATION FORM

ITB # 11-26-01 CS

Deer Run Control Structure Modification

Organization: City of Cocoa - Fiske Blvd and Broadmoor Acre Drainage Improvement

Contact Person: Frank Mirabito, Streets & Stormwater Manager

Address: 155 N. Wilson Ave.

City: Cocoa State: Florida Zip: 32922

Phone Number: (321) 433-8776

Project Cost: $7,871,784.42 Date Performed: August 2025

Organization: Seminole County - Jacob's Trail Alternative Outfall Improvement Project

Contact Person: Stephen Thomas, Project Coordinator

Address: 520 West Lake Mary Blvd.

City: Sanford State: Florida Zip: 32773

Phone Number: (407) 225-0182

Project Cost: $570,126.30 Date Performed: August 2024

Organization: City of Mount Dora - Liberty Avenue Storm Drainage Project

Contact Person: George Marek

Address: 900 N Donnelly St.

City: Mount Dora State: Florida Zip: 32757

Phone Number: (352) 735-7151

Project Cost: $322,506.00 Date Performed: February 2024

Bidder Representative
Typed Name/Title: Matt Blanton / President

Bidder Representative Signature:

Bidder: Cathcart Construction Company - Florida, LLC

CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive, Winter Springs, FL 32708
(407) 629-2900

Section E – Other Information

City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708

Cathcart Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Dr, Winter Springs, FL, 32708
11738 Currie Ln, Largo, FL 33774
(407) 629-2900

Other Information:

Cathcart Construction Company – Florida, LLC believes that we have accurately represented ourselves and our abilities to the city through the earlier documents within this proposal. We offer comprehensive recurring contract work that can be used to complete contracts like this if the city ever needs any help within the city limits and is looking for a dedicated partner. Cathcart has worked with the city in this capacity many times before, and we are looking forward to continuing to deliver expert and quality service with the utmost attention to safety to the City of Winter Springs for years to come.



Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Cathcart Construction Company - Florida, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1056 Willa Springs Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Winter Springs, FL 32708

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	6	–	4	7	4	0	1	5	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Date 10/1/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LRA Insurance
P.O. Box 948173
Maitland FL 32794

CONTACT NAME: Jeffrey Larson
PHONE (A/C, No, Ext): (407) 838-3445 FAX (A/C, No): (407) 838-3460
E-MAIL ADDRESS: jlarson@lrainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westfield Insurance Company	24112
INSURER B: Bridgefield Employers Ins Co	10701
INSURER C: Westchester Surplus Lines Ins Co	010172
INSURER D: Westfield Specialty Insurance Company	16992
INSURER E:	
INSURER F:	

INSURED
Cathcart Construction Company - Florida, LLC
1056 Willa Springs Drive
Winter Springs FL 32708

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR			TRA0975947	4/7/2025	4/7/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 150,000
D	[X] Professional Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	OTHER:			CPP-426636K-01	7/10/2025	7/10/2026	PRODUCTS - COMP/OP AGG	$ 2,000,000
							Professional Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			TRA0975947	4/7/2025	4/7/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 10,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE			TRA0975947	4/7/2025	4/7/2026	EACH OCCURRENCE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0						AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0830-53545	4/7/2025	4/7/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability			G4682765A 009	10/20/2025	10/20/2026	Each Occurrence/Aggregate	$1M ea/$2M agg
A	Inland Marine			TRA0975947	4/7/2025	4/7/2026	Leased & Rented Equipment	$700,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
B Williamson/JLARSO

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CATHCART, JOHN THOMAS

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS FL 32708

LICENSE NUMBER: CGC051005

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CATHCART, JOHN THOMAS

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
2564 CONNECTION POINT
OVIEDO FL 32765

LICENSE NUMBER: CUC057230

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

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RON DESANTIS
GOVERNOR

Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 17,2025

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS, FLORIDA 32708

REVISED
RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, SIDEWALK, CURB & GUTTER, DITCH PAVEMENT, DRIVEWAYS, LIFT STATIONS, RETAINING WALLS, RIP RAP, UNDERGROUND UTILITIES (WATER & SEWER)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/25

CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Account #: 157615

REGULATED
License # - GCG051005
Qualifier- JOHN THOMAS CATHCART

MATTHEW T BLANTON (OFFICER)

Receipt #: 40222024091200291 Amount Paid: $ 45.00 Date Paid: 09/12/2024

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900

Cathcart SAM.gov Information 2025:

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC ● Active Registration

Unique Entity ID:
MHV9M8ZKK619

CAGE/NCAGE:
740Y3

Doing Business As:
(blank)

Physical Address:
2564 CONNECTION PT
OVIEDO, FL 32765-9086 USA

Expiration Date
Mar 19, 2026

Purpose of Registration:
All Awards

TOP WORK PLACES 2023 Orlando Sentinel
TOP WORK PLACES 2024 Orlando Sentinel
TOP WORK PLACES 2025 Orlando Sentinel

CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900

References

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TSisk@altamonte.org
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(352) 557-9231

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sthomas02@seminolecountyfl.gov
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Sanford, Fl 32773
(407) 225-0182



CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900

Relevant Projects

1) East Longwood Phase 2: 7,600 LF of 8" PVC Gravity Sewer, 33 4' Dia. Manholes, 7 Drop Manholes, 2 Conflict Manholes, 132 6" laterals, 95 LF of 4" Force Main, 1 Duplex Pump Station, +130 Septic Abandonment/House Lateral Installations, Collection System Bypass, 13,000 SY of Asphalt Milling, 1,600 TN of Asphalt Paving, and 54 CY of Flowable Fill Grouting.
   - Owner, City of Longwood, 155 W. Warren Avenue, Longwood, FL 32750
   - Najee Hunter / Barnes Ferland and Associates
     - (321) 322-1114 / nhunter@bfaenvironmental.com
   - Final Budget - $6,192,405.48
   - Final Completion – October 2024
   - General Superintendent – Joe Newton

2) Hughey and Garland Water Main Replacement: 3400 LF 20", 500 LF of 16", 1000 LF 12", 1000 LF 8", 1240 LF of 6" DIP Water Main, 1500 LF Electrical Duct Bank, 580 LF of 6", 950 LF of 8", and 100 LF of 12" PVC Gravity Sewer, 20,000 SY Roadway Replacement in Downtown Orlando
   - Owner, Orlando Utilities Commission, 100W W Anderson St, Orlando, FL 32801
   - Natalie Urick / Orlando Utilities Commission
     - 321.230.6694 / NUrick@ouc.com
   - Final Budget - $15,092,683.68
   - Final Completion – December 2024
   - General Superintendent – Joe Newton

3) Holly Avenue Streetscapes / Blue Springs Nutrient Reduction: This project included 1 Sanitary Lift Station and 1 Stormwater Lift Station. Pipe systems consisted of 1400LF of 18", 290LF of 24", 1000LF of 30", and 440LF of 36" RCP, 54 Storm Structures, 550LF of 6", 275LF of 8", 2682LF of 10", and 38LF of 12" PVC Gravity Sewer, 7 Sanitary Manholes, 550LF of 6", 1787LF of 8", and 1958LF of 10" PVC Sanitary Force Main, as well as 60LF of 4", 275LF of 6", and 6870LF of 8" RWM. Restoration included 4800SY of Asphalt Milling,



1300TN of Asphalt Paving, 5630LF of Curb/Gutter, 3050SY of Concrete sidewalk/Driveways, 1600SY of Paver Roadway, and 18000SY of Sod.

- Owner, City of Orange City, 205 E Graves Avenue Orange City, FL 32763
- Mariluz Diaz / Orange City
  - (386) 775-5472 / mdiaz@orangecityfl.gov
- Final Budget - $6,285,723.00
- Final Completion – March 2025
- General Superintendent – Joe Newton

4) 9th Street Gravity Sewer & Force Main: This project was a gravity sewer, watermain, and force main improvement project. The force main improvements involved 2155 LF of directional drilling 24" HDPE, 80 LF of 20" force main installed by Jack & Bore, 2272 LF of open cut 20" PVC force main, grout filling 7000 LF of old force main. Water main included 2000 LF of various sizes of pipe ranging from 6" to 12" including multiple fittings, gate valves, and services. Gravity sewer included approximately 1000 LF of various sizes of pipe ranging from 8" to 15", 120 LF of 12" gravity sewer installed by Jack & Bore, and 9 manholes. Over 3000 SY of asphalt paving and approximately 600 SY of concrete sidewalk was needed in the restoration of the project.
   - Owner, City of Winter Garden, 300 West Plant St, Winter Garden, FL 34787
   - Jim Monahan / City of Winter Garden
     - (407) 840-0276 / jmonahan1@cwgdn.com
   - Final Budget - $4,273,086.94
   - Final Completion – June 2020
   - General Superintendent – Joe Newton

5) Hull Avenue Septic to Sewer: 3300LF of 8" sanitary sewer, 14 manholes, 1300LF of 6" laterals, 2500 LF of laterals on private property, 44 septic abatements, and 3800SY of Roadway restoration.
   - Owner, Town of Oakland, 230 N. Tubbs Street, Oakland, FL 34760
   - Mike Parker / Public Works Director
     - (407) 656-1117 ext.2302 / mparker@oaklandfl.gov
   - Final Budget - $1,242,986
   - Final Completion – April 2022
   - General Superintendent – Justin Williams

6) Coolidge Street Utility Improvements: This project included installation of new sanitary sewer and water utilities as well as new road construction. Sanitary included 400LF of 12", 5300LF of 15" PVC, 19 manholes, and active flow bypassing. Water included 4500LF of 10", 310LF of 6" PVC, multiple valves, 4 tapping sleeves, 7 fire hydrant assemblies, and grout filling of old water main. Road construction included 6600CY of excavation, 3664SY of milling & resurfacing, and 1300SY of new roadway paving.



- Owner, City of Eustis, 10 N. Grove Street, Eustis, FL 32727-0068
- Daniel Millan / City of Eustis
  - (352) 483-5480 ext. 3105 / MillanD@Eustis.org
- Final Budget - $3,947,720.00
- Final Completion – December 2024
- General Superintendent – Joe Newton

7) Lake Elbert Trail: This project was a trail construction project with 1.6 miles of asphalt trail that also performed the replacement of the water main, sanitary sewer, and force mains along Lake Elbert Drive. The stormwater portion consisted of 29 inlets, 265 LF of 12"x18" ERCP, as well as 100 LF of 10", 250 LF of 12", 250 LF of 15", 240 LF of 18" and 110 LF of 24" & 30" HDPE Culvert. The water main consisted of 2,100 LF of 2", 9,00 LF of 10", and 2,800 LF of 12" PVC installed, plugging & placing out of service 5,500 LF of 10" and 2,900 LF of 12" pipe. The sanitary sewer portion consisted of 2,800 LF of 12" PVC, 200 LF of 4" laterals, 18 manholes, and 2,100 LF of bypassing as well as 2,700 LF of 12" sewer removed and 12 manholes removed. The force main consisted of 4,400 LF of 6" PVC installed and plugging & placing out of service 4,400 LF of 6" pipe. Restoration consisted of 5,000 LF of curb, 1,000 LF of 4" sidewalk, 23,700 SY of asphalt road milling, 2,600 TN of road paving, 1,200 TN of Trail Paving, 100 TN of Riprap bank & shore, and various landscaping plantings and irrigation.
   - Owner, City of Winter Haven, 451 3rd St NW, Winter Haven, FL 33881
   - Andy Palmer, Project Manager
     - (863) 291-5656 - apalmer@mywinterhaven.com
   - Final Budget - $10,937,615.82
   - Final Completion – October 2025
   - General Superintendent – Justin Williams

8) City of Orlando Continuing Contract / Orlando Water Reclamation Division: Continuing Contract for Removal and Replacement and upsizing Sanitary Sewer Lines, +-11,000 LF of 8, 10, 12, 15, 18, 21 and 24" Gravity Sewer throughout the City of Orlando
   - Owner, City of Orlando, 400 South Orange Ave., Orlando, FL 32801
   - Alan Oyler P.E. / City of Orlando
     - (407) 246-2573 / alan.oyler@cityoforlando.net
   - Final Budget - ~$16,700,000
   - General Superintendent – Justin Williams
   - General Superintendent – Joe Newton

9) Hillview/Mathews Road 30" FM Remove and Replace: Remove and Replace 1650 LF of 30" Forcemain, 1700 LF of Bypass, completed on a Thanksgiving Weekend
   - Owner, City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs



FL 32701

- Trey Sisk / Construction Manager
  - 407.571.8572 / TSisk@altamonte.org
- Final Budget - $625,000.00
- General Superintendent – Joe Newton

10) Service Area 3 Watermain Rehab Ph. 2 – Installation of 5,980LF of 6" and 1,790LF of 8" DR-18 PVC via open cut. 150LF of 8" HDPE and 140LF of 10" HDPE were installed via HDD. Restoration included 2,190SY of driveway/sidewalk repair, 5,756CY of import fill to replace unsuitable material, and 1,260 SY of asphalt milling and resurfacing.
    - Owner, City of Wauchula, 126 South 7th Avenue, Wauchula, FL 33873
    - John Eason / Deputy City Manager
      - (863) 773-3131 / jeason@cityofwauchula.com
    - Final Budget - $2,497,830.00
    - Final Completion – November 2024
    - General Superintendent – Justin Williams

11) Water System Main Line Connections – Installation of 550LF of 6", 185LF of 8", 190LF of 10", and 11,945LF of 12" PVC water mains via open cut and 2,496LF of 12" HDPE via HDD. Grouting included 3,520LF of 6", 2,930LF of 10", and 1,315LF of 12" existing water mains. Restoration included 1,820SY of concrete driveway, 3,075SY of concrete sidewalk, 2,450LF of full depth asphalt restoration and 5,920SY of milling and resurfacing.
    - Owner, City of Wauchula, 126 South 7th Avenue, Wauchula, FL 33873
    - Todd Mckinnish / Chief Inspector
      - (863) 559-1908 / todd@cityofwauchula.com
    - Final Budget - $5,040,019.83
    - Final Completion – November 2024
    - General Superintendent – Justin Williams

12) Orange County Force Main R/R East Package 1 – Removal and replacement of 1,290LF 6" and 3,010LF of 8" pipe, abandoning of 1,040LF of 6" in place and the installation of 2,290LF of 6" and 3,010LF of 8" PVC force main. Multiple tapping sleeves and line stop assemblies were necessary and restoration included 462SY of 1.5" asphalt, and 246SY of 4" concrete. A public information officer was used for communication with locals and residents of the affected areas.
    - Owner, Orange County, 9150 Curry Ford Road, Orlando, 32825
    - James Montalvo / Chief Inspector
      - (407) 254-9793 / James.Montalvo@ocfl.net
    - Final Budget - $2,100,023.28



- Final Completion – August 2024
- General Superintendent – Justin Williams

13) Hicks Avenue Extension - Reconstruction and Extension of Urban Roadway consisting of 13 storm inlets, 8 storm manholes, 114LF of 18", 940 LF of 24", 99LF of 30", and 174LF of 36" RCP. Water utility consisted of 280LF of 4", 130LF of 6", and 430LF of 8" DIP. Restoration and new construction included 1950SY of 4" and 192SY of 6" sidewalk, 1740LF of F curb, 1100LF of HDD conduit, 2200 LF of Fiber Optic, 3 steel mast arms with signalization, and over 760TN of asphalt paving.
    - Owner, City of Orlando, 400 South Orange Ave., Orlando, FL 32801
        - Ed Bryant, (407) 637-4898 – edgar.bryant@cityoforlando.net
    - Final Budget - $5,186,077.70
    - Final Completion – July 2024
    - General Superintendent – Joe Newton

14) Lakeshore Trail Utilities Adjustment Project – This project was a utilities conflict adjustment with water utility consisting of 1100LF of 12" PVC, 780LF of 12" DIP via Open Cut, 550LF of 12" HDPE via HDD, 100LF each of 1" & 2" via HDD, and 1850LF of 24" DIP via Open Cut. RWM consisted of 4300LF of 12" DIP, 2300LF of 16" PVC via Open Cut, 1800LF of 16" HDPE via HDD, and 30" Steel Casing via Jack & Bore. Over 12000LF of pipe was removed and disposed of and over 3000LF of pipe was grout filled. Restoration included 1465Y of asphalt milling and resurfacing as well as 3100SY of full depth asphalt paving.
    - Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
        - Jay Morris, Vice President (407) 425-0452 – jmorris@cphcorp.com
    - Final Budget - $7,669,346.72
    - Final Completion – July 2024
    - General Superintendent – Justin Williams

15) Nolan Road Culvert Improvements – This project consisted of the construction a culvert bridge consisting of 815LF of 18", 58LF of 24", and 210LF of 36" Class III Concrete Pipe Culvert and 49LF of 29"x45" Class HE-III Concrete Pipe Culvert. Demo of the existing bridge/structures were necessary as well as 326CY of excavation and 709 CY of Embankment. Construction also included 9 storm inlets, 4 manholes, concrete traffic railing-bridge with 36" slope, 50LF of guardrail, and 154SY of 6" sidewalk.
    - Owner, Seminole County, 100 East First Street, Sanford, Florida 32771
    - Ron Ramos, Project Manager / Seminole County
        - (407) 665-5774 / rramos@seminolecountyfl.gov
    - Final Budget – $1,131,318.62
    - Final Completion – December 2023



- General Superintendent – Justin Williams

16) Walnut St Force Main – This project was a Force Main extension with 1980 LF of 14" HDPE directional drill and 2680 LF of 12" PVC open cut. The project utilized 10 gate valves, multiple fittings, and a 12" double line stop bypass to make connections. During the project the team was able to work with the owner to extend a directional drill under a roadway and signage for a community center to reduce the restoration cost and save money on the project.
    - Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
        - Micah Smart, Engineer II (407) 483-3851 – Msmart@tohowater.com
    - Final Budget - $1,141,109.60
    - Final Completion - June 2023
    - General Superintendent – Justin Williams

17) Urick St Force Main Extension – This Project was a force main upgrade that replaced 3240 LF of 8" PVC and 4880 LF of 10" PVC via open cut. There was also 680 LF of 10" HDPE and 2120 LF of 12" HDPE installed via directional drill. 19 ARV we needed with the force main install. The restoration required asphalt roadway, concrete sidewalk, and concrete driveways. During the project there was the need to change an open cut portion of the project to a directional drill. This was to save multiple large oak trees that would have been needed to remove if the open cut process was done.
    - Owner, City of Fruitland Park, 506 W. Berkman Street Fruitland Park, FL 34731
        - Robb Dicus, Public Works Director (352) 360-6795 – RDicus@fruitlandpark.org
    - Final Budget $2,640,218.00
    - Final Completion - March 2023
    - General Superintendent – Joe Newton

18) Cottonwood Fire Protection Improvements – This Project was an upgrade that replaced the watermain system by installing 3800 LF of new 6" watermain, 56 services, and restoration to the roadway. The original scope of work only required a 5' wide repair on the concrete aprons that cover only the areas that were open cut. Since the contingency money in the project was not utilized on any issues, the City of Leesburg decided to replace the aprons from the road all the way to the right of way line. The added scope increased the project budget some but provided a better restoration than the original scope of work.
    - Owner, City of Leesburg, 501 West Meadow Street, Leesburg FL 34749
        - Ryan Gerdon, Administrative Coordinator (352) 705-0248 –



ryan.gerdon@leesburgflorida.gov

- Final Budget – $543,700.56
- Final Completion – March 2023
- General Superintendent – Joe Newton

19) Amanda ST Extension Construction – This project was a roadway extension that performed the installation 2434 LF of 4" PVC water main, 2525 LF of 8" PVC water main, 469 LF of 4" HDPE directional drilled watermain, over 100 new watermain services, and 5 fire hydrants. The sanitary sewer portion of the project consisted of 2097 LF of 8" sewer, 475 LF of 8" sewer, and 10 sewer manholes. The stormwater improvements consisted of 232 LF of 15" RCP, 1600 LF of 18" RCP, 1900 LF of 24" RCP, 17 curb inlets, 3 ditch bottom inlets, and 6 manholes. The road restoration involved 550 SY of brick pavers, 4325 LF of curbing, 5038 SY of 4" sidewalk, 295 CY of gravity wall, and 7686 SY of asphalt restoration.

- Owner, City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs FL 32701
  - Trey Sisk, Construction Manager (407) 571-8572 – tsisk@altamonte.org
- Final Budget – $3,938,864.50
- Final Completion – June 2021
- General Superintendent – Joe Newton

20) Fiske Blvd and Broadmoor Acre Drainage Improvement – This job was a drainage improvement project with some water main upgrades. The storm improvements consisted of 11,400 LF of swale construction, 42 storm structures, 2,100 LF of 15", 465 LF of 18", 1,260 LF of 24", and 887 LF of 36" RCP. The water main portion consisted of 2,770 LF of pipe placed out of service, 100 LF of 4", 320 LF of 6", 2,100 LF of 8", 400 LF of 10" utility pipe and 20 LF of 36" DI pipe. Restoration consisted of 3,000 TNs of asphalt paving, 4,400 LF of type F curb, 2,200 LF SY of 4" sidewalk, 4,500 SY of 6" driveways, and 26,300 SY of sod.

- Owner, City of Cocoa – 155 N. Wilson Ave., Cocoa, FL 32922
- Frank Mirabito, Streets & Stormwater Manager, (321) 433-8776 – fmirabito@cocoafl.gov
- Final Budget – $7,871,784.42
- Final Completion – August 2025
- General Superintendent – Chris Podkowka



E-Verify

Company ID Number: 1454842

E-VERIFY IS A SERVICE OF DHS AND SSA

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Cathcart Construction (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

   a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 1454842

E-VERIFY IS A SERVICE OF DHS AND SSA

Approved by:

Employer Cathcart Construction Company - Florida	
Name (Please Type or Print) Matthew Blanton	**Title**
Signature Electronically Signed	**Date** 09/30/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 09/30/2019

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1454842

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Cathcart Construction Company - Florida
Company Facility Address	2564 Connection Point Oviedo, FL 32765
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	464740152
North American Industry Classification Systems Code	237
Parent Company	Cathcart Construction Company - Florida
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1

E-Verify

Company ID Number: 1454842

E-VERIFY IS A SERVICE OF DHS AND SSA

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Claudia Bosquez
Phone Number	407629290016
Fax	3212034900
Email	claudia@cathcartconstructioncompany.com

Name	Cathy Owen
Phone Number	407629290010
Fax	4072034900
Email	cathy@cathcartconstructioncompany.com

Name	Matthew Blanton
Phone Number	407629290021
Fax	3212034900
Email	mblanton@cathcartconstructioncompany.com

This list represents the first 20 Program Administrators listed for this company.

CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive, Winter Springs, FL 32708
(407) 629-2900

Section F – Cost and Time

City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708

Appendix A: BID TABULATION

FOR

ITB # 11-25-01 CS

Deer Run Control Structure Modification

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Control Structure Improvements						
1	101-1	Mobilization/Demobilization (Not To Exceed 10% of Item Nos. 2-8)	1	LS	$13,762.00	$13,762.00
2	110-1-1	Clearing and Grubbing (including Demolition and/or Removal of Existing PVC Fish Grate Tubing)	1	LS	$61,800.00	$61,800.00
3	425-11	Modify Existing Drainage Structure	1	LS	$21,750.00	$21,750.00
4	570-1-1	Performance Turf, Sod	100	SY	$6.00	$600.00
5	2501	Prevention, Control and Abatement of Erosion and Water Pollution	1	LS	$4,150.00	$4,150.00
6	2502	Dewatering and Cofferdam	1	LS	$19,400.00	$19,400.00
7	2503	Fiberglass Plate (42" wide x 54" high x 3/8" thick)	1	EA	$9,950.00	$9,950.00
8	2504	As-Built Survey	1	LS	$6,750.00	$6,750.00
		TOTAL BID AMOUNT				= $138,162.00

Written Total Bid Amount: One Hundred Thirty-Eight Thousand One Hundred Sixty-Two Dollars

Notes:

1. The Contractor is to verify all quantities prior to BID.
2. All areas disturbed by construction are to be restored to match existing to equal or better condition.
3. Contractor is responsible for staging area and storage of materials.
4. Any additional required permits shall be included under Item 101-1, Mobilization

Bid Proposer: Cathcart Construction Company - Florida, LLC

Cathcart proposes 30 calendar days for the completion of the work.

Unit Abbreviations

LS= Lump Sum
AC= Acre
CY= Cubic Yard
EA= Each
LF= Linear Feet
SY= Square Yard
TN= Ton
AL= Allowance

CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive, Winter Springs, FL 32708
(407) 629-2900

Section G – Mandatory Forms

City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708

INSURANCE REQUIREMENT FORM

	Insurance Type	Required Limits
✔	Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✔	Employer's Liability	$1,000,000 each accident, single limit per occurrence
	Commercial General Liability	$1,000,000 single limit per occurrence $3,000,000 aggregate for Bodily Injury Liability & Property Damage Liability.
✔	(Occurrence Form) patterned after the current ISO form	This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✔	Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Winter Springs, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Winter Springs.
✔	Automobile Liability	$1,000,000 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
☐	Other	

Bidder shall ensure that all subcontractors comply with the same insurance requirements that it is required to meet. The same Bidder shall provide the CITY with certificates of insurance meeting the required insurance provisions.

The City of Winter Springs must be named as "Additional Insured" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Springs.

Thirty (30) days cancellation notice required.

The undersigned Bidder agrees to obtain, prior to award, if selected, insurance as stated above.

Cathcart Construction Company - Florida, LLC
Bidder

Authorized Signature

Matt Blanton / President
Officer Title

12/12/25
Date

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Bidder is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
   Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473; or
c. Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. The Bidder must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

a. The Bidder is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List;
b. Been placed on the Scrutinized Companies that Boycott Israel List or
c. Is engaged in a boycott of Israel; or
d. Been engaged in business operations in Cuba or Syria.
e. Has been placed on a list created pursuant to s. 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

The CITY shall provide notice, in writing, to the Bidder of any determination concerning a false certification.

a. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation.
b. If such false certification is discovered during the active contract term, the Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.
c. If the Bidder does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and, further, are not engaged in business operations in Cuba or Syria; and
d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

_____
(Authorized Signature)

Matt Blanton / President
(Printed Name and Title)

Cathcart Construction Company - Florida, LLC
(Name of Bidder)

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (_____) online notarization, this 12 day of December, 2025 by Matt Blanton the President of Cathcart Construction Company - Florida, LLC, a Florida, LLC (✓) who is personally known to me or (_____) who produced _____ as identification.

Notary Public _____

Notary Public State of Florida
Ryan N McClellan
My Commission HH 601874
Expires 10/9/2028

Print Name: Ryan N McClellan

My Commission Expires: 10/9/2028

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Florida

COUNTY OF Seminole

Matt Blanton, being duly sworn, deposes and says that:

(1) He/she is President (Title) of Cathcart Construction Company - Florida, LLC (Firm/Company)

The Bidder that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Springs, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) Matt Blanton / President (Title)

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 12/12/52 by Matt Blanton,

who is (✓) personally known to me or (___) who has produced _____ as identification and

who (did / did not) take an oath.

_____ (Signature of Notary Public)

Ryan N McClellan (Name of Notary Typed, Printed or Stamped)

HH 60 1874 (Commission Number)

DRUG FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

Cathcart Construction Company - Florida, LLC does:

(Name of Bidder)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

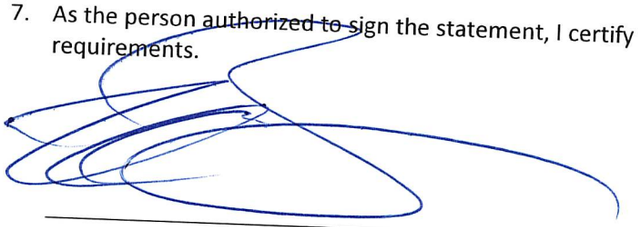
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.



(Authorized Signature)

12/12/25

(Date)

Matt Blanton / President

(Print/Type Name as Signed Above

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid for ITB # ***11-26-CS Deer Run Control Structure Modification***
2. This sworn statement is submitted by (Bidder) Cathcart Construction Company - Florida, LLC whose business address is 1056 Willa Springs Drive, Winter Springs, Florida 32708 and (if applicable) Federal Employer Identification Number (FEIN) is 46-47404152 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.

3. My name is Matt Blanton and my relationship to Bidder named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
   - A predecessor or successor of a person convicted of a public entity crime; or
   - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

____The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

____The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature Matt Blanton / President Date: 12/12/25

PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF Florida

COUNTY OF Seminole

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 12 day of December, 2025, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 10/9/2028
Notary Public

Notary Public State of Florida
Ryan N McClellan
My Commission HH 601874
Expires 10/9/2028

DEBARMENT, SUSPENSION and OTHER RESPONSIBILITY MATTERS

CERTIFICATION A - Primary Covered Transactions

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

By signing and submitting this Bid, the prospective primary participant is providing the certification set out below;

a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

b. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

c. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

e. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

f. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B - Lower Tier Covered Transactions

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that

its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Bidder: Cathcart Construction Company - Florida, LLC	Date: 12/12/25
Signature of Authorized Certifying Official:	Title: Matt Blanton / President

E-VERIFY STATEMENT

Bid Number: ITB # 11-26-01 CS

Project Description: Deer Run Control Structure Modification

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Bidder during the term of the Contract to perform employment duties within Florida; and

1. All persons assigned by the Bidder to perform work pursuant to the contract with the CITY.

Bidder: Cathcart Construction Company - Florida, LLC

Authorized Signature: _____

Title: Matt Blanton / President

Date: 12/12/25

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid for ***ITB # 11-26-01 CS Deer Run Control Structure Modification***

This sworn statement is submitted by (Bidder) Cathcart Construction Company - Florida, LLC whose business address is

1056 Willa Springs Drive, Winter Springs, Florida 32708 and (if applicable) Federal Employer Identification Number (FEIN) is

46-4740152 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Matt Blanton and my relationship to the Bidder named above is President.

1. The above-named Bidder is submitting a Bid for the City of Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Bid is being submitted and that the above-named Bidder has no financial interest in other entities submitting Bids for the same project.
4. Neither the Affiant nor the above- named Bidder has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the Bidder's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the Bidder nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the Bidder nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the Bidder's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that, should the Bidder be awarded a contract after successful negotiation, the execution and approval of such contract by the City of Winter Springs City Commission shall not create a conflict of interest under Chapter 112, Florida Statutes, Code of Ethics for Public Officers. I further certify that no member of the Bidder's ownership or management is a spouse, child or "relative" as defined in Section 112.3142, Florida Statutes, of a current City Commission member.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named Bidder, will immediately notify the City of Winter Springs.

Signature Matt Blanton / President Date: 12/12/25

STATE OF Florida

COUNTY OF Seminole

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 12 day of December, 2025, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 10/9/2028

Notary Public State of Florida
Ryan N McClellan
My Commission HH 601874
Expires 10/9/2028

AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTES § 787.06

Florida Statutes § 787.06(13) provides that:

> When a contract is executed, renewed, or extended between a non-governmental entity and a governmental entity, the non-governmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the non-governmental entity under penalty of perjury attesting that the non-governmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

THIS AFFIDAVIT MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section § 787.06, Florida Statutes; and

b. The Vendor, owners, or principals are eligible to participate in this solicitation and do not use coercion for the labor or services contemplated in their Bid response.

_____
(Authorized Signature)

Matt Blanton / President
(Printed Name and Title)

Cathcart Construction Company - Florida, LLC
(Name of Bidder)

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (_____) online notarization, this 12 day of December, 2025 by Matt Blanton the President of Cathcart Construction Company - Florida, LLC, a Florida, LLC (✓) who is personally known to me or (_____) who produced _____ as identification.

Notary Public: _____

Print Name: Ryan N McClellan

My Commission Expires: 10/9/2028

Notary Public State of Florida
Ryan N McClellan
My Commission HH 601874
Expires 10/9/2028

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352 (as amended). Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See below – Certification Regarding Lobbying.

Byrd Anti-Lobbying Certification

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

The Bidder, Cathcart Construction Company - Florida, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Bidder's Authorized Official

Matt Blanton / President

Name and Title of Bidder's Authorized Official

12/12/25

Date

DEER RUN SUBDIVISION
WILLOW LAKE CONTROL STRUCTURE IMPROVEMENTS
INVITATION TO BID

To: ALL BIDDERS

From: David Hamstra, P.E., CFM
Pegasus Engineering Stormwater Department Manager

Date: December 3, 2025

Re: **Deer Run Subdivision | Willow Lake Control Structure Improvements**

Subject: Addendum No. 1

This addendum is being issued to provide all prospective bidders with information regarding questions or possible revisions made to the bid documents which are hereby amended as follows. In all other respects, except as specifically stated herein, the bid documents remain unchanged.

Prospective Bidder Questions

Received by Pegasus Engineering, LLC on December 1, 2025

Q1 - Can you provide an address of the structure so we can walk it down?

A1 – Between 1206 and 1208 Wolverine Trail there is a 20' wide drainage easement that leads to the north to Willow Lake. The current structure is within the overgrown vegetation along the lake shore. Attachment "A" and Attachment "B" contain a General Layout and Plat of the subdivision within which the control structure is located.

Q2 - Is a cofferdam and dewatering a requirement?

A2 – A major component of the work associated with the control structure improvements is to provide a watertight seal between the existing outfall structure and the proposed large fiberglass plate that will cover the existing opening for the old flashboards. The means and methods to accomplish this work are up to the successful prospective bidder.

Q3 - What permits need to be obtained to perform this work?

A3 – A permit will not be required, but the successful prospective bidder must continuously coordinate with the City and assure that the control structure remains fully operationally during construction and that best management practices are always in place during construction to prevent adverse impacts to the water quality of the lake.

Q4 - What are your expectations for an as-built survey?

A4 – The as-built survey should include the horizontal dimensions of the structure, pipe invert, slot elevations, and top of grate elevation.

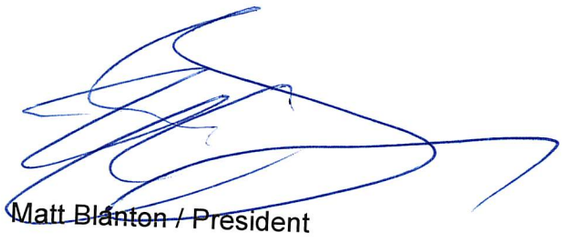
Q5 - What are the limits for removal of vegetation, debris and sediment around the structure?

A5 – There should be a 10' wide clear area from the back yards at 1206 and 1208 Wolverine Trail to the modified control structure.

Q6 - What is the budget?

A6 – Not Applicable

End of Addendum No. 1



Matt Blanton / President

cc: Mike Bruegger, Pegasus Engineering, LLC
File WSC-22005

CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive, Winter Springs, FL 32708
(407) 629-2900

Section H – Florida State Corporate Filing

City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

Filing Information

Document Number	L14000021124
FEI/EIN Number	46-4740152
Date Filed	02/06/2014
State	FL
Status	ACTIVE
Last Event	LC DISSOCIATION MEM
Event Date Filed	05/16/2014
Event Effective Date	NONE

Principal Address

1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Changed: 04/29/2022

Mailing Address

PO BOX 195788
WINTER SPRINGS, FL 32719

Changed: 06/30/2025

Registered Agent Name & Address

CATHCART, DAVID
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Name Changed: 04/26/2015

Address Changed: 04/29/2022

Authorized Person(s) Detail

Name & Address

Title Manager/Member, President

BLANTON, MATT
PO BOX 195788
WINTER SPRINGS, FL 32719

Title Manager/Member

CATHCART, DAVID
PO BOX 195788
WINTER SPRINGS, FL 32719

Title Manager/Member, CEO, Secretary, Attestations

Cathcart, John
PO Box 195788
Winter Springs, FL 32719

Title Asst. Secretary, for Attestations Only

MCCLELLAN, RYAN
1056 WILLA SPRINGS DRIVE
Winter Springs, FL 32708-5214

Title MGR (non member) For Executing Bids / Proposals Only

Ryan, Whitmer
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Annual Reports

Report Year	Filed Date
2024	03/14/2024
2025	05/06/2025
2025	06/30/2025

Document Images

06/30/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
05/06/2025 -- ANNUAL REPORT	View image in PDF format
03/14/2024 -- ANNUAL REPORT	View image in PDF format
03/15/2023 -- ANNUAL REPORT	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
04/22/2021 -- ANNUAL REPORT	View image in PDF format
08/18/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/29/2018 -- ANNUAL REPORT	View image in PDF format
03/30/2017 -- ANNUAL REPORT	View image in PDF format
04/14/2016 -- ANNUAL REPORT	View image in PDF format
04/26/2015 -- ANNUAL REPORT	View image in PDF format
05/16/2014 -- CORLCDSMEM	View image in PDF format
02/06/2014 -- Florida Limited Liability	View image in PDF format



CONSENT AGENDA ITEM 305

CITY COMMISSION AGENDA | JANUARY 12, 2026 REGULAR MEETING

TITLE

The Human Bean Final Site Acceptance

SUMMARY

The Human Bean drive-thru coffee shop, located at 234 E SR 434. The project was approved on March 31, 2025 via Site Plan Application FEDP-2024-0002 and Aesthetic Review Application AERV-2025-0006. The project's final acceptance closeout list is attached. All relevant items on said list have been completed. The Final Engineering inspections were completed on January 5, 2026. Fine Fire and Building inspections were completed on December 29, 2025. A Temporary Certificate of Occupancy (CO) was issued for for stocking and training on December 30, 2025. Final CO will be issued once the dumpster enclosure doors are installed and upon City Commission's Final Site Acceptance.

FUNDING SOURCE

RECOMMENDATION

The Community Development Department Recommends that the City Commission find the site work to have been built in substantial accordance with the Final Engineering Plan.

COMMUNITY DEVELOPMENT DEPARTMENT
FINAL SITE ACCEPTANCE CHECKLIST

Project: The Human Bean – 234 E SR 434, Winter Springs, FL 32708

1. Submit Engineer of Record's Certification Letter.
   - **Completed 10-24-2024**
2. Submit DEP Water Certification.
   - **Completed 10-24-2024**
3. Submit DEP Sewer Certification.
   - **Completed 10-24-2024**
4. Submit DEP Stormwater Certification
   - **Completed 10-24-2024**
5. Pay all Water and Sewer Connection Fees.
   - **Completed 7-1-2025**
6. Submit FDOT Permit Certification.
   - **Completed 7-8-2024**
7. Submit a complete set of record drawings (as-builts) as a digital file.
   - **Not Applicable**
8. Submit a Bill of Sale for all infrastructure being turned over to the City for ownership and maintenance (streets, utilities, ponds, sidewalks, etc.). Use the City's standard Bill of Sale form.
   - **Not Applicable**
9. Submit a 2-year Maintenance Bond, Letter of Credit, or Cash Escrow Deposit (10% of the value of all public improvements/infrastructure to be owned and maintained by the City as listed on the Bill of Sale).
   - **Not Applicable**
10. Submit letter from Engineer of Record to St. Johns River Water Management District certifying the on-site improvements.
    - **Not Applicable**

COMMUNITY DEVELOPMENT DEPARTMENT
FINAL SITE ACCEPTANCE CHECKLIST

11. Complete Final Inspection of on-site improvements (to occur after receipt of as-builts from the Engineer of Record).
    - **Completed 1-5-2025**
12. Record easements and dedications at Seminole County and submit proof of completion.
    - **Not Applicable**
13. Receive final approvals from all City departments (Planning, Engineering, and Building) as well as the Seminole County Fire Department and submit proof of completion.
    - **Completed December 29, 2025**
14. Temporary Certificate of Occupancy
    - **Issued December 30, 2025**

By signing below, I confirm that all final inspections of public infrastructure have been completed and passed successfully.

1-5-2026

Hector Suarez, Construction Services Manager

By signing below, I confirm that all required information and documents have been received and that all applicable items of the Final Site Acceptance Checklist have been completed.

Terrilyn Rolle, Director of Community Development

CONSENT AGENDA ITEM 306

CITY COMMISSION AGENDA | JANUARY 12, 2026 REGULAR MEETING

TITLE

699 Bear Paw Court Waiver for Designated Parking Area

SUMMARY

The development site consists of one lot, totaling 1.11 acres. A second driveway permit was approved on July 25, 2017, where a driveway apron was installed. In 2024, a nonconforming driveway for a residential designated parking area was installed without a permit. The applicants have completed the process for an after the fact permit (RESD-2024-1495) and are requesting a waiver (WAIV-2026-0022) from the driveway width to comply with requirements under Code Section 20-439. The applicant's constructed parking area is 28 ft wide while the Code requires a maximum 12 ft width. The applicants desire to have this case resolved with the City as the property is currently under contract for sale, with a closing scheduled for January 30, 2026.

FUNDING SOURCE

N/A

RECOMMENDATION

The Community Development Department recommends that the City Commission approve the Waiver Application (WAIV-2026-0022) for a Residential Designated Parking Area located at 699 Bear Paw Ct.

CONSENT AGENDA ITEM

CITY COMMISSION
MONDAY, JANUARY 12, 2026
REGULAR MEETING

TITLE

Waiver for a Residential Designated Parking Area for 699 Bear Paw Court

SUMMARY

The Community Development Department requests that the City Commission approve a residential designated parking area for 699 Bear Paw Ct.

General Information			
Applicant	Richard and Brenda Brown		
Property Owner(s)	Richard and Brenda Brown		
Location	699 Bear Paw Ct.		
Tract Size	±1.11 Acres		
Parcel ID Number	05-21-31-5FZ-0000-0330		
Zoning Designation	PUD		
FLUM Designation	Low Density Residential		
Adjacent Land Use	North: Residential East: Bear Paw Ct.		South: Northern Way West: Residential
Height	Not applicable		
Setbacks	Front: 35 ft	Rear: 30 ft	Side: 10 ft
Development Standards	Lot Coverage 40%		
Development Permits	Not applicable		
Development Agreement	Not applicable		
Code Enforcement	Not applicable		
City Liens	Not applicable		

Background Data:

The development site consists of one lot, totaling 1.11 acres. A second driveway permit was approved on July 25, 2017, where a driveway apron was installed. In 2023, a nonconforming driveway for a residential designated parking area was installed without a permit. The applicants have completed the process for an after the fact permit (RESD-2024-1495) and are requesting a waiver (WAIV-2026-0022) from the driveway width to comply with requirements under Code Section 20-439. The applicant's constructed parking area is 28 ft wide while the Code requires a maximum 12 ft width. The applicants desire to have this case resolved with the City as the property is currently under contract for sale, with a closing scheduled for January 30, 2026.

Public Notices:

Public notices were not required in this case.

Waiver Review: Pursuant to Section 20-34, any real property owner may file a waiver application requesting a waiver(s) for their real property from any term and condition of this chapter (except from the list of permitted, conditional and prohibited uses set forth in any zoning district category). The Planning and Zoning Board shall be required to review all waiver applications and make a written recommendation to the City Commission. Such recommendation shall include the reasons for the board's recommendation and show the board has considered the applicable waiver criteria set forth and analyzed below. Upon receipt of the Planning and Zoning board's recommendation, the City Commission shall make a final decision on the application. If the City Commission determines that the planning and zoning board has not made a recommendation on an application within a reasonable period, the City Commission may, at its discretion, consider an application without the Planning and Zoning Board's recommendation.

Waiver I: A waiver to allow for a residential designated parking area measuring 28 ft wide, greater than the allowed width of 12 ft.

Waiver Review	
1.	The applicant clearly demonstrates that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development. **Analysis:** Staff find that the applicant demonstrates that the applicable condition clearly creates an illogical, impossible, impractical, or patently unreasonable result as the parking area has already been constructed. The only reasonable recourse is to grant the waiver.
2.	The proposed development plan is in substantial compliance with this chapter and in compliance with the comprehensive plan.

	Analysis: Staff find that the proposed development is in substantial compliance with this chapter and the comprehensive plan.
3.	The proposed development plan will significantly enhance real property. **Analysis:** Staff find that the development will significantly enhance the real property by allowing the parking of an RV which is desirable to the new homeowners and increases the marketability of the property.
4.	The proposed development plan serves the public health, safety, and welfare. **Analysis:** Staff find that the proposed development serves the public health, safety, and welfare.
5.	The waiver will not diminish property values in or alter the essential character of the surrounding neighborhood. **Analysis:** Staff find that the development will not diminish property values or alter the essential character of the neighborhood.
6.	The waiver granted is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter. **Analysis:** Staff find that the waiver is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter. The waiver will remove the issue by allowing the nonconforming width.
7.	The proposed development plan is compatible and harmonious with the surrounding neighborhood. **Analysis:** Staff find that the site plan is substantially compatible with the surrounding Tuscawilla Unit 11A development.
8.	Whether the applicant has agreed to execute a binding development agreement required by the city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code. **Analysis:** A development agreement was not required in this case.

Applicable Law, Public Policy, and Events:

Florida Statutes 163.2511-163.3246: Growth Policy; County and Municipal Planning; Land Development Regulation (Provides that land development regulations for municipal planning be consistent with the Comprehensive Plan).

Home Rule Powers

Code of Ordinances City of Winter Springs.

Section 20-1. Definitions.

Fiscal Impact:

Not applicable.

Development Agreement:

Not applicable.

STAFF RECOMMENDATION

Staff recommend that the City Commission approve the Waiver Application (WAIV-2026-0022) for a Residential Designated Parking Area located at 699 Bear Paw Ct.

Attachments:

Figure “1” – Waiver Application
Figure “2” – Parking Area Permit Application and Drawings.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Waiver for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): Richard and Brenda Brown

Applicant Signature: Richard C Brown Date: 1-7-26

Business Name: _____

Address: 699 Bear Paw Ct Winter Springs FL 32708 Parcel ID: 05-21-31-5FZ-0000-0330

STATE OF FL COUNTY OF Seminole Date _____

The foregoing instrument was acknowledged before me this 7th day of January, 2026, by Richard Brown who is personally known to me or who has produced Florida Drivers License as identification and who did/did not take an oath.

_____ Date: 01/07/2026 (seal):

Notary Public Signature: _____

My Commission Expires: December 4, 2028

TAMALEE GOPAUL
Notary Public - State of Florida
Commission # HH 618524
My Comm. Expires Dec 4, 2028
Bonded through National Notary Assn.

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): _____

Property Owner Signature: _____ Date _____

STATE OF_____COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____, 20____, by _____ who is personally known to me or who has produced _____as identification and who did/did not take an oath.

_____Date: _____ (seal):

Notary Public Signature: _____

My Commission expires: _____

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

REQUIRED DOCUMENTATION

___ A complete Application and Fee

___ A general description of the relief sought under this division

___ A brief explanation, with applicable supporting competent substantial evidence and documents, as to why the application satisfies the relevant criteria set forth in this division

___ A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).

___ An Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.

___ For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 – Zoning Sec.20.29 Applications (7) – (11).



CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
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Winter Springs, Florida 32708
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Application – Waiver

Is the proposed development plan compatible and harmonious with the surrounding neighborhood?

Yes.

List all witnesses that the applicant intends to present to the City Commission to provide testimony:

Richard & Brenda Brown.

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

Oral factual testimony, site plan.

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing_

CITY OF WINTER SPRINGS
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Application – Waiver

Demonstrate that the proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and in compliance with the Comprehensive Plan?

Driveway and parking area are in substantial compliance.

Will the proposed development plan significantly enhance the real property?

Driveway & parking area enable parking of RV for desirability of homeowners.

Will the proposed development plan serve the public health, safety, and welfare of the City of Winter Springs?

Yes.

Will the waiver diminish property values in or alter the essential character of the surrounding neighborhood?

No.

Is the waiver request the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under Chapter 20 – Zoning?

Yes. Driveway and parking area already installed. Current homeowner wishes to resolve this matter prior to new homeowner closing on 1/30/26.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

REQUIRED INFORMATION

Applicant(s): Richard & Brenda Brown Date:
Mailing address: 699 Bear Paw Ct Winter Springs, FL 32708
Email:
Phone Number:

Property Owner(s): Richard & Brenda Brown
Mailing Address: 699 Bear Paw Ct
Email:
Phone Number:

Project Name: After the Fact Driveway and Slab Waiver
Property Address: 699 Bear Paw Ct Winter Springs, FL 32708
Parcel ID(s): 05-21-31-5FZ-0000-0330
Parcel Size: 1.11 acres
Existing Use: single family residential

All waiver requests shall be written in the following format: A waiver is requested from Winter Springs City Code 'X' to allow 'Y' in lieu of 'Z'. After the request, the applicant shall provide a justification for each waiver request.

List Waiver(s)(provide additional sheets if necessary): A waiver for a second driveway and parking area exceeding the standards of Code Section 20-434.

Demonstrate that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development?

A nonconforming parking area was installed in 2023 after an driveway permit was approved in 2018.

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Application – Waiver

The Community Development Director 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 Chapter 20 – Zoning Sec. 20-34. Applications shall be reviewed for sufficiency (completeness) within thirty (30) calendar days per FL Statue 166.033.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Waiver is quasi-judicial in nature.

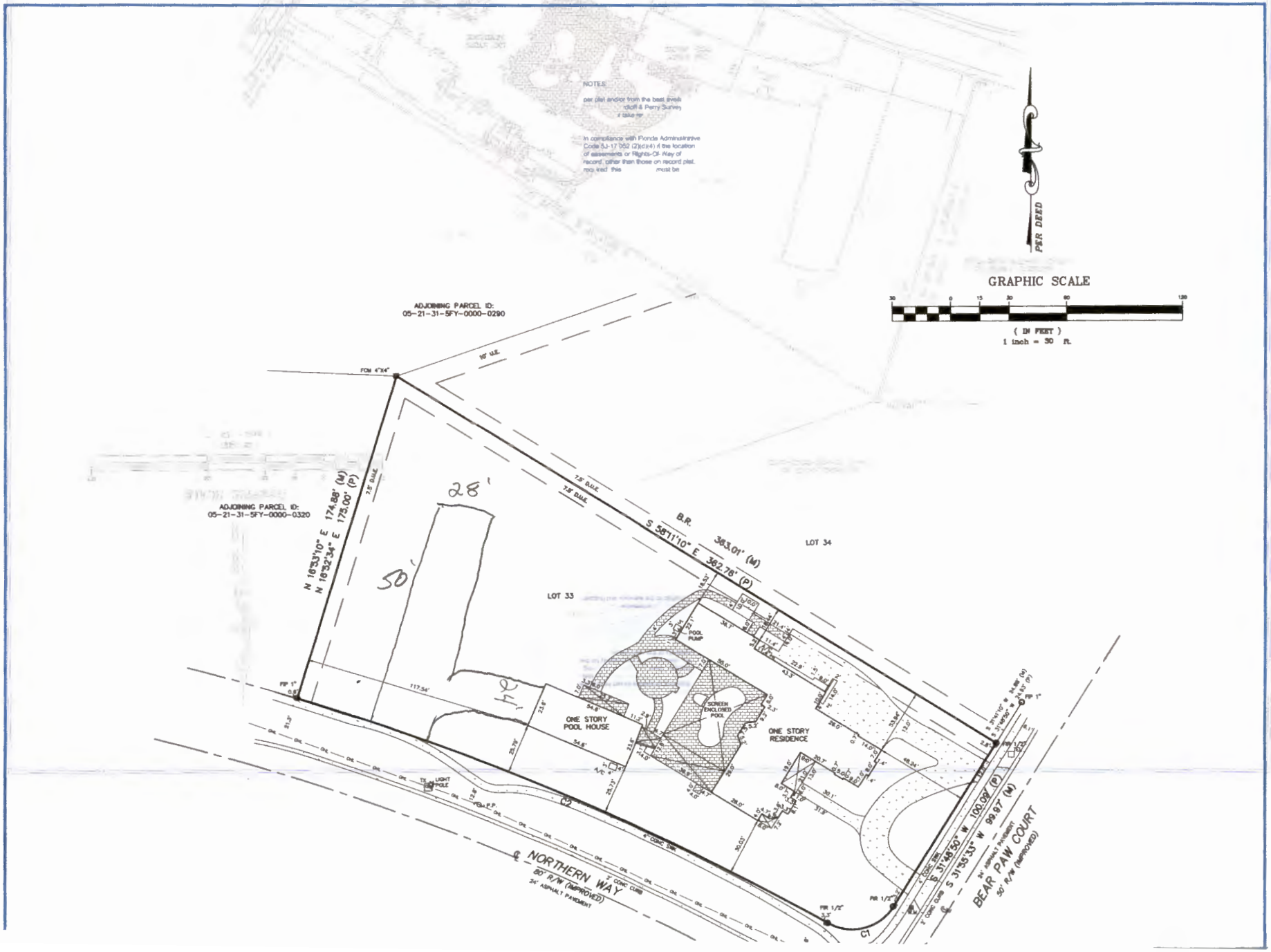
Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with Chapter 2 – Administration Sec. 2-30 of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Waiver recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Waivers and may impose reasonable conditions on any approved Waiver to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 20, Zoning. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

A Waiver which may be granted by the City Commission shall expire two (2) years after the effective date of such approval by the City Commission, unless a building permit based upon and incorporating the Waiver, is issued by the City within said time period. Upon written request of the property owner, the City Commission may extend the expiration date, without public hearing, an additional six (6) months, provided the property owner demonstrates good cause for the extension In addition, if the aforementioned building permit is timely issued, and the building permit subsequently expires and the subject development project is abandoned or discontinued for a period of six months, the Waiver shall be deemed expired and null and void, per Chapter 20 – Sec.20-36.


NOTES:
per plat and/or from the best avail
rdolff & Perry Survey
it take re
In compliance with Florida Administrative
Code 5J-17.052 (2)(c)(4) if the location
of easements or Rights-Of-Way of
record, differ from those on record plat,
req ired this must be
PER DEED
GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.
ADJOINING PARCEL ID:
05-21-31-5FY-0000-0290
ADJOINING PARCEL ID:
05-21-31-5FY-0000-0320
FOH 4"X4"
10' U.E.
7.5' B.U.E.
7.5' B.U.E.
N 16°33'10" E 174.88' (M)
N 16°32'34" E 175.00' (P)
B.R.
S 58°11'10" E 362.76' (P)
363.01' (M)
LOT 34
LOT 33
28'
50'
117.54'
POOL PUMP
SCREEN ENCLOSED POOL
ONE STORY POOL HOUSE
ONE STORY RESIDENCE
PP 1"
0.6'
TS LIGHT POLE
C1
4" CONC. CURB
S 31°48'50" W 100.09' (P)
S 31°58'33" W 99.87' (M)
BEAR PAW COURT
50' R/W (IMPROVED)
24' ASPHALT PAVEMENT
℄ NORTHERN WAY
80' R/W (IMPROVED)
24' ASPHALT PAVEMENT
PIR 1/2"
PIR 1/2"

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Building Permit

ELECTRICAL: (Check One)

___Single Phase ___Three Phase =<240Volt ___Three Phase >240Volt ___T-Pole Needed

Existing Amperage: _____ Amperage Added: _____ Total Amperage: _____

MECHANICAL: Tons ____ Seer ____ Split ____ Package ____ Roof Top ____ Curb/Stand ____ Attic ____

PLUMBING: Number of Fixtures _____ ***Florida Building Code Plumbing Sec.403***

ROOF: ___Shingle/Shake ___Metal ___Tile ___Modified ___Other Number of Squares: _____

SLOPE: ___Flat ___Pitched **EVE HEIGHT:** ____ **PITCH:** ____ **PHOTOS:** ____ Adjacent Residences

GAS: # Outlets ____ (Check all that Apply) ___Propane ___Natural Gas ___Existing Tank/Meter _____ Survey

TOTAL PROJECT COST $ 15,000.00 **TOTAL SQ FOOTAGE:** _____
(Including Labor and Materials)

Living (SF) 1st Floor: _____ Living (SF) 2nd Floor: _____ All Other Living (SF): _____

Garage: _____ Entry: _____ Rear Porch: _____ Other non-air conditioned: _____

PLANNING: Provide Total Lot Coverage % _____ include all improvements for the calculation.
Depict Setbacks on Survey ____ Color Renderings: _____ Height: _____Primary _____ Proposed

TREE REMOVAL: Yes/No? ____ Tree Survey ____ (Chapter 5 Tree Protection and Preservation)
****If trees are being removed, a separate Arbor Permit is required****

ENGINEERING: _____Finished Floor Elevation

ROOF PROJECT COST based material; Shingle $200/Square, Metal $300/Square, Tile $400/Square
NEW CONSTRUCTION PROJECT COST WILL BE BASED ON **CURRENT** ICC BUILDING DATA TABLE OR ACTUAL VALUE WHICHEVER IS GREATER

SUBCONTRACTORS

Trade	Company Name	Qualifier Name	License Number	Project Cost
Electrical				$
Email:		Phone:		
Mechanical				$
Email:		Phone:		
Plumbing				$
Email:		Phone:		
Roofer				$
Email:		Phone:		
Gas				$
Email:		Phone:		
Other (Specify)				$
Email:		Phone:		

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
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Application – Building Permit

NOTICE

Application is hereby made to obtain a permit to do the work and installation as indicated. ***I certify that no work or installation has commenced prior to issuance of a permit*** and that all work will be performed to meet all codes, standards and laws governing construction in this jurisdiction. I also certify that all required insurances for myself and any trades are in accordance with state laws. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, POOLS, FURNACES, BOILERS, HEATERS, TANKS AND AIR CONDITIONING SYSTEMS.

I FURTHER UNDERSTAND THAT WORK MUST COMMENCE WITHIN 6 MONTHS FROM THE DATE OF PERMIT ISSUANCE AND THAT THE PERMIT WILL EXPIRE IF THE WORK AUTHORIZED BY THE PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AFTER THE TIME THE WORK IS COMMENCED PER THE FLORIDA BUILDING CODE BUILDING SECTION 105.4

I certify that I have read and understand this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel any other state or local law regulating construction or performance of construction.

This application must be signed in the presence of a notary.

Richard C Brown
Owner /Agent Signature

Richard C Brown
Name (Print)

STATE OF FLORIDA, COUNTY OF SEMINOLE

The foregoing instrument was acknowledged

Before me this 17th day of July

20 24 By Richard C Brown

who is personally known to me/or has produced

Driver License

as identification and who (did not) take an oath.

Notary
(seal)

ISAAC PASTRANA
Notary Public - State of Florida
Commission # HH 144167
My Comm. Expires Jun 20, 2025
Bonded through National Notary Assn.

Douglas K Mihigan
Contractor Signature

DOUGLAS K MIHIGAN
Name (Print)

STATE OF FLORIDA, COUNTY OF SEMINOLE

The foregoing instrument was acknowledged

Before me this 18 day of July

20 24 By Douglas K. Mihigan

who is personally known to me/or has produced

FLDL

as identification and who (did not) take an oath.

Notary N. Reynoso
(seal)

NAYELI REYNOSO
Notary Public - State of Florida
Commission # HH 426514
My Comm. Expires Jul 26, 2027
Bonded through National Notary Assn.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Building Permit

The Community Development Director 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 applicable Florida Building Code.

Per Sec. 9-607 Residential compatibility and harmony regulations. Before any building permit is issued for the addition, modification or expansion of any building or structure on a residential lot, the city manager or designee shall consider and review the plans and specifications to determine whether or not the proposed addition, modification or expansion is compatible and in harmony with existing buildings and structures on the subject property and with the surrounding neighborhood. Compatibility and harmony shall be determined based on a review of the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast and simplicity of the proposed addition, modification or expansion. Applications shall be reviewed for sufficiency (completeness) within thirty (30) calendar days per FL Statue 166.033.

PERMIT TYPE (Check One): ___Commercial ✓ Residential **Specify Occupancy Group:** ____

Effective Codes: Florida Building Codes, 8th Edition 2024 Building, Residential, Existing Building, Mechanical Plumbing, Fuel Gas, Energy Conservation, Accessibility; 2023 Electrical (NEC); 8th Edition 2023 Fire Prevention

PERMITS REQUESTED (Check all that apply)

___ Electrical ___ Mechanical ___ Plumbing ___ Roof ___ Gas ___ Pool

___ Alteration ___ Addition ___ Demo ___ New Construction DRIVE WAY Other (Specify)

___ Shed Code Sec. 6-84 Sec. 9-607 Residential compatibility and harmony regulations.

___ Accessory Dwelling Units (ADU) Code Sec. 6-85

PROPERTY OWNER NAME: RICHARD C. BROWN

Email: RICKBROWN123@GMAIL.COM Phone#: 407-341-6025

Mailing Address: _____

Project address: 699 BEAR PAW COURT WINTER SPRINGS FL. 32708

Parcel # 05-21-31-5FZ-0000-0330 Subdivision: _____ Lot # _____

PERSON WHO WILL UPLOAD PLANS* (First, Last): DOUGLAS K MIHIGAN

Email: DMCINC@EARTHLINK.NET Phone#: 407-663-4059

CONTRACTOR: MIHIGAN DEVELOPMENT INC. License#: CGC 062248
(Business Name)

Qualifier Name: DOUGLAS K MIHIGAN Phone #: 407-663-4059

Email: DMCINC@EARTHLINK.NET Mobile#: 407-663-4059

Address: 2021 KELLY CREEK CIR. OVIEDO, FL. 32765

Complete Description of Work: ADDING A DRIVEWAY AND CONCRETE SLAB FOR AN RV


117.95
126.49
192.08
34
35
226
58.80
175
362.76
33
54.56
26
53
45.96
45.11
53.90
Bear Paw Ct
297.48
100.09
100.94
38.45
192.37
43
39
38.35
188.68
147.37

CONSENT AGENDA ITEM 307

CITY COMMISSION AGENDA | JANUARY 12, 2026 REGULAR MEETING

TITLE

Consideration of Fee Waiver Application for The Wesley Seth Foundation

SUMMARY

In accordance with criteria and procedures established by the City Commission in Resolution 2025-25 the Wesley Seth Foundation is requesting a partial fee reduction of 50%, totaling $1000, for use of Central Winds Park May 15-16, 2026 for a fundraising event. The proposed event would include a sanctioned barbecue competition with a dunk tank, live music, vendors, and kids cook-off. The Wesley Seth Foundation has proposed to provide 150 door and window alarms to the City of Winter Springs for distribution at city events as an in-kind contribution.

In reviewing the application criteria set forth in Section Three of Resolution 2025-25, Staff found that the Wesley Seth Foundation, Inc. has demonstrated they are a registered nonprofit with a Winter Springs business address in good standing with the State of Florida. The organization has proposed an in-kind contribution to the city and a measurable benchmark. Finally, the organization has detailed the date and purpose of their proposed event as well as the percentage of the partial fee waiver sought.

Section Four of Resolution 2025-25 established the following eligibility criteria:
1. The applicant is a qualified Nonprofit Corporation;
2. The proposed use of the City facility is open to the public or primarily serves residents of
Winter Springs;
3. The event or program provides a clear and measurable community benefit or fulfills a
charitable, cultural, educational, or civic purpose consistent with the City's public interests;
4. The organization has no outstanding financial obligations to the City;
5. The applicant is not a Political Organization, and the proposed use of the facility will not
involve directly or indirectly campaign - related, partisan, or political advocacy activities,
including but not limited to fundraising for candidates, political parties, ballot measures
or any other political activity; and
6. The applicant provides or commits to provide an in -kind contribution commensurate with the value of the partial fee waiver requested, as determined by

the City Commission.

Based on its review of the application and supporting materials, Staff has determined that the Wesley Seth Foundation, Inc. meets all eligibility criteria outlined in Resolution 2025-25. Staff has further determined that the application is complete and is presenting the request to the City Commission for final consideration and action.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the City Commission review the attached request for facility rental fee reduction for consideration of approval.

RESOLUTION NO. 2025-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS ESTABLISHING A PARTIAL RENTAL FEE WAIVER POLICY FOR USE OF CERTAIN CITY FACILITIES BY NON-PROFIT CORPORATIONS WITH A PRINCIPAL ADDRESS WITHIN THE CITY LIMITS OF THE CITY OF WINTER SPRINGS; PROVIDING FOR APPLICATION REQUIREMENTS, ELIGIBILITY CRITERIA, AND A REVIEW AND APPROVAL PROCESS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, 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 has adopted a fee schedule for the rental of certain City facilities pursuant to Resolution No. 2025-08; and

WHEREAS, the City Commission desires to establish an application process by which qualified local nonprofit charitable corporations may request a partial waiver of rental fees for the use of designated City facilities available for public rental, under the terms and conditions set forth herein; and

WHEREAS, the City Commission recognizes that, in some circumstances, the activities and services provided by local nonprofit corporations serve valid municipal purposes and provide tangible and measurable benefits to the public health, safety, and welfare of the residents of the City of Winter Springs; and

WHEREAS, in furtherance of such public benefits, the City Commission finds it appropriate to authorize the granting of partial rental fee waivers for the use of City facilities by eligible local nonprofit organizations, in exchange for in-kind charitable services and/or goods that directly benefit the citizens of Winter Springs; and

WHEREAS, the City Commission desires to establish uniform application procedures and eligibility criteria to guide the consideration and approval of partial rental fee waiver requests, in furtherance of encouraging local nonprofit organizations to provide commensurate in-kind contributions to residents of Winter Springs that serve a valid municipal purpose; and

WHEREAS, the City Commission finds that the establishment of such a policy and process serves a valid municipal purpose and is in the best interests of the public health, safety, and welfare of the citizens of the City of Winter Springs.

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

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

Section 2. **Adoption of Policy.** The City Commission of the City of Winter Springs hereby adopts a rental fee waiver policy for use of City facilities as set forth in **"Exhibit A,"** which is attached hereto and fully incorporated herein by this reference.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All prior inconsistent resolutions adopted by the City Commission, or parts of prior 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 provision of this Resolution 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 Resolution.

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

ADOPTED by the City Commission of the City of Winter Springs, Florida, this 8th day of December, 2025.

KEVIN MCCANN, Mayor

ATTEST (City Seal):

CHRISTIAN GOWAN, City Clerk

City of Winter Springs Incorporated 1959 Seminole County, Florida

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

ANTHONY A. GARGANESE, City Attorney

EXHIBIT "A"

SECTION 1. PURPOSE AND INTENT.

The purpose of this Resolution is to establish a policy, application process, and eligibility criteria for granting partial rental fee waivers for the use of designated City facilities by qualified local nonprofit corporations that maintain a principal business address within the City limits of Winter Springs. The intent of this policy is to encourage and support local charitable activities and community programs that serve a municipal purpose supported by the City Commission and promote the public health, safety, and welfare of Winter Springs residents, while ensuring fiscal responsibility and equitable access to City facilities. This policy is intended solely to support local charitable, cultural, educational, and civic activities that provide an in-kind contribution serving a municipal purpose and Winter Springs residents, and shall not be used to subsidize political, partisan, or campaign-related activities of any kind whatsoever.

SECTION 2. DEFINITIONS.

For the purposes of this Resolution, the following terms shall have the meanings ascribed below:

1. **City Facilities** shall mean those public facilities owned or operated by the City of Winter Springs that are available for rental to the public pursuant to the City's established facility rental fee schedule.

2. **Nonprofit Corporation** shall mean a corporation recognized by the State of Florida and the Internal Revenue Service as exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and which maintains its principal business address within the municipal boundaries of the City of Winter Springs. The principal business address must be a physical address which is registered with the State of Florida and cannot be a post office box

3. **Partial Rental Fee Waiver** shall mean a reduction not to exceed fifty percent (50%) of the standard rental fee otherwise applicable under the City's adopted fee schedule, as determined and approved by the City Commission pursuant to this policy.

4. **Political Organization** shall mean any organization or entity that directly or indirectly participates in, or intervenes in, any political campaign on behalf of (or in opposition to) any candidate for public office, political party, or ballot measure; or that advocates for or against the election or defeat of any candidate or measure appearing on a ballot. This term includes any organization whose primary purpose involves lobbying, electioneering, or political advocacy as defined under applicable federal or state law.

5. **In-Kind Contribution** shall mean a charitable donation of goods, services, and/or volunteer time by a qualified applicant organization that the City Commission determines

serves a needed municipal service and provides a tangible and measurable benefit to the citizens of the City of Winter Springs.

SECTION 3. APPLICATION REQUIREMENTS.

A. Any eligible nonprofit corporation seeking a partial rental fee waiver shall submit a completed Facility Fee Waiver Application to the City Manager or designee no later than thirty (30) calendar days prior to the requested facility use date.

B. Each application shall include, at a minimum:

1. Proof of current nonprofit status under Section 501(c)(3) of the Internal Revenue Code;

2. Proof of good standing with the State of Florida;

3. Evidence that the organization's principal business address is located within the City limits;

4. The name of the City facility the organization desires to rent;

5. A description of the proposed event or activity, including date, time, purpose, and anticipated community benefit;

6. A statement of the amount or percentage of the partial fee waiver requested, not to exceed fifty percent (50%);

7. A description and valuation of the proposed in-kind contributions to be provided to the residents of Winter Springs in exchange for the partial fee waiver, together with supporting documentation demonstrating how the contribution benefits the residents of Winter Springs; and

8. A detailed measurable benchmark by which the City can verify that the in-kind contributions have been provided to residents of Winter Springs.

SECTION 4. ELIGIBILITY CRITERIA.

To qualify for consideration, an applicant must demonstrate that:

1. The applicant is a qualified Nonprofit Corporation;

2. The proposed use of the City facility is open to the public or primarily serves residents of Winter Springs;

3. The event or program provides a clear and measurable community benefit or fulfills a charitable, cultural, educational, or civic purpose consistent with the City's public interests;

4. The organization has no outstanding financial obligations to the City;

5. The applicant is not a Political Organization, and the proposed use of the facility will not involve directly or indirectly campaign-related, partisan, or political advocacy activities, including but not limited to fundraising for candidates, political parties, ballot measures or any other political activity; and

6. The applicant provides or commits to provide an in-kind contribution commensurate with the value of the partial fee waiver requested, as determined by the City Commission.

SECTION 5. REVIEW AND APPROVAL PROCESS.

A. The City Manager or designee shall review all applications for completeness and eligibility.

B. Qualifying application that are deemed complete by the City Manager will be presented to the City Commission for consideration at a regular public meeting.

C. The City Commission, in its sole discretion, may approve, deny, or modify a requested partial fee waiver, and may impose such terms or conditions as deemed appropriate to ensure the public benefit of the waiver.

D. Approval of a partial fee waiver shall not establish a precedent or entitlement for future requests.

SECTION 6. LIMITATIONS AND CONDITIONS.

A. This Policy does not apply to rental of City facilities by athletic leagues such as baseball, softball, soccer, football, lacrosse and other youth or adult athletic programs and leagues. League play arrangements are governed by separate negotiated agreements.

B. This policy does not apply to subsidize private, commercial, or profit-generating events, but rather to support local nonprofit activities that provide a measurable public benefit and in-kind contribution serving a valid municipal purpose and the residents of Winter Springs.

C. The cumulative amount of partial rental fee waivers granted under this policy in any fiscal year may be limited by the City Commission to ensure budgetary control.

D. The City reserves the right to require insurance, indemnification, or other conditions customarily associated with facility use.

E. Nothing in this Resolution shall be construed to obligate the City to grant a partial rental fee waiver, or to permit facility use that would otherwise be inconsistent with City policy, ordinance, or law.

SECTION 7. ADMINISTRATION.

The City Manager or designee is authorized to develop administrative procedures, forms, and guidelines necessary to implement this policy. The City Clerk will maintain records of all applications and actions taken pursuant to this Resolution.

RECEIVED

JAN 05 2026

CITY OF WINTER SPRINGS
OFFICE OF THE CITY CLERK

City of Winter Springs Facility Fee Waiver Application

Section 1: Applicant Information

Organization Name: The Wesley Seth Foundation, Inc.

Principal Business Address: 627 Sailfish Road
(Physical address within Winter Springs; P.O. Boxes not accepted)

City, State, ZIP: Winter Springs, FL 32708

Phone Number: 321-231-2026

Email Address: wesleysethfoundation@gmail.com

Nonprofit Status: ☒ 501(c)(3) – Attach Proof of Current Status

State of Florida Good Standing: ☒ Attach Proof

Section 2: Facility Request

City Facility Requested: Central Winds Park

Requested Date(s) & Time(s): May 15+16, 2026

Purpose of Event/Activity: Fundraiser

Description of Event/Activity:

It is a Sanction BBQ Competition, Dunk tank, live music, venders and Kids cook-off

Section 3: Fee Waiver Request

Percentage of Partial Fee Waiver Requested (up to 50%): 50 %

Estimated Rental Fee (Before Waiver): $ ~~1000.00~~ 2,000

Estimated Fee After Requested Waiver: $ ~~500.00~~ 1,000

Section 4: In-Kind Contributions

Description of Proposed In-Kind Contributions:

See letter attached

Estimated Value of In-Kind Contributions: $ 1050.00

How Contributions Benefit Winter Springs Residents:

150 window and door alarms to the police department to hand out to residents as a layer of protection to prevent drowning

Measurable Benchmark to Verify Contributions:

The in-kind contribution will be verified by documentation confirming the donation of 150 door and window alarms valued at 7^{00} per unit, with a total fair market value of $1,050^{00}$.

Section 5: Eligibility Confirmation

By signing below, the applicant certifies that:

1. The organization is a qualified nonprofit corporation.
2. The event/activity is open to the public or primarily serves Winter Springs residents.
3. The event/activity provides a measurable community benefit.
4. The organization has no outstanding financial obligations to the City.
5. The organization is not a political organization, and no campaign-related activities will occur.
6. The organization will provide an in-kind contribution commensurate with the value of the requested waiver.

Authorized Representative Name & Title: Libby A. Baity, Executive Director

Signature: _____ **Date:** 1/5/26

Section 6: Required Attachments

☑ Proof of 501(c)(3) Status
☑ Proof of Good Standing with State of Florida
☑ Documentation verifying principal business address
☑ Event Description and Schedule
☑ Supporting Documentation of In-Kind Contributions

For Office Use Only

Application Received Date: 1/5/2026

Reviewed by City Manager/Designee: B. Sill

Application Complete: ☑ Yes ☐ No

Recommendation by City Commission: ☐ Approve ☐ Deny ☐ Modify

City Commission Action Date: _____

Approved Partial Fee Waiver: $_____

Conditions or Notes:

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

THE WESLEY SETH FOUNDATION
C/O LIBBY BAITY
627 SAILFISH RD
WINTER SPRINGS, FL 32708

Date:
02/16/2024
Employer ID number:
99-1244708
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
January 30, 2024
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053443008874

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

State of Florida
Department of State

I certify from the records of this office that THE WESLEY SETH FOUNDATION, INC. is a corporation organized under the laws of the State of Florida, filed on February 2, 2024, effective January 30, 2024.

The document number of this corporation is N24000001481.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 24, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of December, 2025



Secretary of State

Tracking Number: 8728597360CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Electronic Articles of Incorporation For

THE WESLEY SETH FOUNDATION, INC.

N24000001481
FILED
February 02, 2024
Sec. Of State
klovelace

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

THE WESLEY SETH FOUNDATION, INC.

Article II

The principal place of business address:

627 SAILFISH RD
WINTER SPRINGS, FL. UN 32708

The mailing address of the corporation is:

627 SAILFISH RD
WINTER SPRINGS, FL. UN 32708

Article III

The specific purpose for which this corporation is organized is:

HELP AND SUPPORT DROWNING PREVENTION

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

LIBBY A BAITY
627 SAILFISH RD
WINTER SPRINGS, FL. 32708

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: LIBBY A. BAITY

N24000001481
FILED
February 02, 2024
Sec. Of State
klovelace

Article VI

The name and address of the incorporator is:

LIBBY ANTONIA BAITY
627 SAILFISH RD

WINTER SPRINGS

Electronic Signature of Incorporator: LIBBY A. BAITY

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: DIR
LIBBY A BAITY
627 SAILFISH RD
WINTER SPRINGS, FL. 32708 UN

Title: DIR
ERIK K BROWN
627 SAILFISH RD
WINTER SPRINGS, FL. 32708 UN

Title: DIR
TAYLA L ROWLEY
1388 SANTIAGO COURT
WINTER SPRINGS, FL. 32708 UN

Article VIII

The effective date for this corporation shall be:

01/30/2024



The Wesley Seth Foundation

627 Sailfish Road
Winter Springs, Florida 32708

EIN: 99-1244708

January 2, 2026

To Whom It May Concern,

The Wesley Seth Foundation is committed to preventing childhood drowning and promoting water safety education throughout Seminole County and surrounding communities.

As part of our ongoing water safety initiatives, The Wesley Seth Foundation has donated window and door alarms to the Seminole County Fire Department for distribution throughout the county. These alarms are intended to provide families with an additional layer of protection by alerting caregivers when doors or windows are opened, helping to prevent unsupervised access to water hazards.

In addition, The Wesley Seth Foundation is willing to donate the same window and door alarms to the Winter Springs Police Department for direct distribution to its citizens. The Foundation will also have these alarms available for free distribution to the public at all community outreach events through our event tent.

Beyond safety equipment distribution, The Wesley Seth Foundation also awards swim scholarships and provides water safety and drowning prevention education to children and families. These programs are designed to remove financial barriers to swim lessons while increasing awareness of lifesaving water safety practices.

All contributions made by The Wesley Seth Foundation are provided as in-kind donations and are offered in support of our mission to protect children, educate families, and prevent future drowning tragedies.

Please feel free to contact us if additional information or documentation is needed. We appreciate the opportunity to partner with community agencies in making our neighborhoods safer for children and families.

Sincerely,

Libby Baity
Founder
The Wesley Seth Foundation

CONSENT AGENDA ITEM 308

CITY COMMISSION AGENDA | JANUARY 12, 2026 REGULAR MEETING

TITLE

Approval of the Minutes: Monday, December 8, 2025 City Commission Regular Meeting

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends the City Commission review and approve the Monday, December 8, 2025 City Commission Regular Meeting Minutes as presented.

CITY COMMISSION
REGULAR MEETING MINUTES

UNAPPROVED

MONDAY, DECEMBER 8, 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, December 8, 2025 of the City Commission to order at 6:32 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 via telephone
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. Deputy Mayor Resnick requested that Item 308 be removed from the agenda following questions about deed restrictions and the need for more research. Commissioner Diaz asked that Items 302 and 303 be discussed prior to adoption of the Consent Agenda. There were no objections, and the agenda was adopted as amended.

AWARDS AND PRESENTATIONS

100) Issuance of Proclamation Recognizing the United States Semiquincentennial

Mayor McCann noted a proclamation has been prepared and signed declaring 2026 as a year of celebration for the 250th anniversary of the country, otherwise known as the Semiquincentennial. Mayor McCann briefly reviewed some of the history of the area, including evidence of an 18th century surveyor in present day Winter Springs. He then introduced Dr. Deborah Bauer from the Seminole County Historical Commission to discuss the upcoming 250th anniversary of the United States and accept a copy of the proclamation.

Dr. Bauer thanked the Mayor, City Manager Sweet, and all Commissioners for their support in making the countywide celebration possible. She noted that Winter Springs had the distinction of being the first municipality to issue a proclamation denoting 2026 as a year of celebration and noted this was one of the first times representatives from all seven municipalities, the county, school district, airport, and Seminole State College had worked together on a unified celebration plan. Dr. Bauer also added to the Mayor's historical note, mentioning that Winter Springs has ties to the Declaration of Independence through its early records.

A photograph was taken with Dr. Bauer and the City Commission.

101) Stormwater Master Plan Update and Scheduling

Clete Saunier, Director, Public Works and Utilities Department, introduced Matt Brosman and his team from Kimley-Horn and Associates, along with David Hamstra from Pegasus, to provide a brief overview of the stormwater master plan that would be presented in detail at a special meeting on December 18.

Mr. Brosman presented a status update on the Stormwater Master Plan and noted the plan identified 46 areas of interest and proposed 12 capital improvement projects. He outlined the schedule for adoption of the plan, explaining that the Commission would be asked to adopt the plan at a special

UNAPPROVED

meeting on December 18. This plan, along with a Pond Maintenance Policy to be presented on January 12, would serve as prerequisites for the stormwater rate study.

INFORMATIONAL AGENDA
200. Not Used

PUBLIC INPUT
Damian Cardona spoke about his lot split application for 1447 Bird Road, noted frustration by last-minute issues arising, and detailed the process he had gone through to get the split approved.

Brief discussion followed with some commissioners expressing opposition to further delaying the item and others seeking more information prior to making any decisions.

Sheila Benton, Winter Springs raised concerns about drain inlets in need of repair and communication.

Suzanne Kuhn, Winter Springs noted she was opposed to the Bird Road lot split (Item 308), highlighting a large easement issue affecting home suitability and concerns about property values and compromising the rural makeup of the neighborhood.

Robert Miller, Winter Springs criticized local political groups for efforts to amend the Charter without resident input.

Art Gallo, Winter Springs noted he was opposed to proposed state intervention in city charters, fearing a strong mayor system could harm morale and undermine local governance.

Ken Tabaczka spoke regarding the proposed lot split and urged consideration of rural area preservation.

Scott Freeburn, Winter Springs reported ongoing issues with the 7-Eleven property in Tuscawilla and noted a strong smell coming from the property. He encouraged code enforcement to look into the property.

CONSENT AGENDA

300) Purchase of Four (4) Emergency Bypass Pumps Servicing Four Lift Stations: LS6W, LS11W, LS8E, and LS25E

No discussion.

301) Oak Forest Sidewalk Project - Sidewalk Improvements

No discussion.

302) Proposal for Utilities Department to Purchase One (1) F450 Utility Body Crane Truck

Commissioner Diaz questioned whether items 302 and 303 should be delayed due to potential Sunshine Law concerns regarding an email communication from Commissioner Caruso to other voting commissioners. After a lengthy discussion, City Attorney Anthony Garganese advised that since these were budgeted items with thorough staff review, there was no legal impediment to proceeding with the vote, however he noted that he would send a review of the Sunshine Law to Commissioners to avoid similar concerns and a legal opinion.

303) Purchase of one (1) 2026 Ford F550 Hydraulic Dump Truck by the Utilities Department

See discussion under Item 302

UNAPPROVED

304) Cross-Connection Control Program Management of Annual Backflow Inspections and Testing Services Contract with Aarons Backflow Service.

No discussion

305) Lift Station 7 West Project Additional Services Change Order

No discussion.

306) Consideration of Amendment to Winter Springs Retirement System Investment Policy Statement

No discussion.

307) Resolution 2025-23: Adoption of Seminole County Floodplain Management Plan

No discussion

308) Adoption of Resolution 2025-24: 1447 Bird Road Lot Split

THIS ITEM WAS REMOVED FROM THE AGENDA AND IS NOT INCLUDED IN THE APPROVAL OF THE CONSENT AGENDA

309) Approval of Revised 2026 Meeting and Holiday Calendar

No discussion.

310) Approval of the Minutes: Monday, November 10, 2025 City Commission Regular Meeting

No discussion.

"MOTION TO APPROVE CONSENT AGENDA (MINUS ITEM 308 PREVIOUSLY REMOVED)." MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BRUCE. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (NAY); DIAZ (NAY); RESNICK (AYE)
MOTION CARRIED 3-2.

PUBLIC HEARINGS AGENDA
400) Second Reading of Ordinance 2025-16: Amending Allowable Expenditures of Tree Bank Funds

City Attorney Garganese read Ordinance 2025-16 by title and explained that it would tighten up how the city can use tree bank funds collected when someone cuts down a tree. He further noted that no changes had been made since first reading.

Mayor McCann opened the Public Hearing for Item 400
No one addressed the Commission.
Mayor McCann closed the Public Hearing for Item 400.

"MOTION TO APPROVE ITEM 400." (HOLD A PUBLIC HEARING AND ADOPT ORDINANCE 2025-16 ON SECOND READING) MOTION BY COMMISSIONER BRUCE. SECONDED BY DEPUTY MAYOR RESNICK. DISCUSSION.

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

UNAPPROVED

401) 7 Brew Drive-Thru Coffee, 1248 E. SR 434 – Site/Final Engineering, Aesthetic Review, Waivers, and Development Agreement.

Jenale Garnett, Senior Planner, Community Development Department presented the 7 Brew drive-thru coffee shop proposal for Blake Commons. The project included a 510 square foot coffee shop with two drive-through lanes and an attached 262 square foot cooler storage connected by a breezeway. Ms. Garnett noted a community workshop was held on June 10, 2025 where no objections were raised and noted the Planning and Zoning Board voted unanimously on November 6, 2025 to recommend approval.

In response to a question from the Commission, Ms. Garnett reviewed the three waivers that were requested: (1) A setback waiver to place the building 68.37 feet from SR 434 instead of the maximum 50 feet to accommodate the two drive-through lanes and required landscape buffer; (2) A streetscape waiver to reorganize buffer widths while still exceeding requirements and maintaining consistency with the adjacent Learning Experience; and (3) A service window waiver to place the service doors on the side rather than the rear as required by code.

Mayor McCann expressed concern that the town center was supposed to be walkable, and this facility had no walk-up window and no walkability features but noted he was not opposed to the project.

Mayor McCann opened the Public Hearing for Item 401.
No one addressed the Commission.
Mayor McCann closed the Public Hearing for Item 401.

"MOTION TO APPROVE ITEM 401 (SITE/FINAL ENGINEERING, AESTHETIC REVIEW, WAIVERS, AND DEVELOPMENT AGREEMENT, SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL: EXECUTION OF THE DEVELOPMENT AGREEMENT. ALL GRASS ON THE PROPERTY SHALL BE BAHIA GRASS. NO ST. AUGUSTINE GRASS OR GRASS TYPES WITH LOW DROUGHT TOLERANCE SHALL BE PERMITTED. ECONOMIC IMPACT ANALYSIS REQUIRED BEFORE CITY COMMISSION PUBLIC HEARING) MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER CARUSO. DISCUSSION.

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

402) First Reading of Ordinance 2025-17: Reasonable Accommodation from the City's Land Development Regulations and Certified Recovery Residences

MOTION TO READ BY TITLE ONLY. MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER CARUSO.

MOTION PASSED WITH UNANIMOUS CONSENT.

Attorney Garganese read Ordinance 2025-17 by title and explained this was required by Florida Statute. He further noted that the ordinance would establish procedures for processing requests for reasonable accommodations, applicable not only to certified recovery residences but potentially in other circumstances under state and federal law regarding the Fair Housing Act and Americans with Disabilities Act (ADA).

Mayor McCann opened the Public Hearing for Item 402.

Leah Weisman, Winter Springs asked about applicability to all buildings related to accessibility reviews and shared some concerns.

UNAPPROVED

Mayor McCann closed the Public Hearing for Item 402.

"MOTION TO APPROVE ITEM 402. (THE CITY COMMISSION HOLD A PUBLIC HEARING AND APPROVE THE FIRST READING OF ORDINANCE 2025-17) MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BAKER. DISCUSSION.

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

REGULAR AGENDA
500) Adoption of Resolution 2025-25: Establishing Partial Rental Fee Waiver Policy

City Attorney Garganese explained this resolution responded to Commission direction to create a partial rental fee waiver policy for city facilities. The policy would allow certain nonprofit corporations with a principal physical address in Winter Springs (not a post office box) to request up to a 50% rental fee waiver in exchange for in-kind contributions defined as charitable donations of goods, services, and/or volunteer time on behalf of Winter Springs citizens. Each request would require commission approval on a case-by-case basis.

Mayor McCann asked City Manager Sweet if he foresaw any problems or had recommendations. City Manager Sweet noted the need to ensure the application clearly specified nonprofits within city limits and suggested that once properly vetted, future approvals could potentially be consent agenda items. He further acknowledged it would add some administrative burden but saw nothing glaring that stood out as problematic.

"MOTION TO APPROVE ITEM 500." (ADOPT RESOLUTION 2025-25 ESTABLISHING A PARTIAL RENTAL FEE WAIVER POLICY FOR USE OF CERTAIN CITY FACILITIES BY NON-PROFIT CORPORATIONS WITH A PRINCIPAL ADDRESS WITHIN THE CITY LIMITS OF THE CITY OF WINTER SPRINGS AND ASSOCIATED APPLICATION REQUIREMENTS. STAFF FURTHER RECOMMENDS THAT THE APPLICATION BE CREATED AND MAINTAINED BY THE CITY MANAGER OR THEIR DESIGNEE.) MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BAKER. DISCUSSION.

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

501) Deputy Mayor Nomination for Calendar Year 2026

City Clerk Gowan briefly reviewed the process for selecting a deputy mayor for the calendar year.

COMMISSIONER BAKER NOMINATED CADE RESNICK TO CONTINUE TO SERVE AS DEPUTY MAYOR FOR CALENDAR YEAR 2026. NO OTHER NOMINATIONS WERE MADE. COMMISSIONER CARUSO SECONDED THE NOMINATION.

VOTE: BAKER (AYE); BRUCE (NAY); CARUSO (AYE); DIAZ (NAY); RESNICK (AYE)
MOTION CARRIED 3-2.

502) New Business

Deputy Mayor Resnick reported on discussions with state legislators regarding a proposed charter change. He stated that Tallahassee would only accept their original language with minor modifications and would not incorporate the City's suggestions. After discussion, the consensus of the Commission was not to pursue this further, allowing the state to proceed on its own if it chose to do so.

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Deputy Mayor Resnick then discussed implementing a City Manager evaluation process and developing a strategic plan with a third-party facilitator for the city. Discussion followed on contract language, the possibility of a 360 review, alternative review methods, and the need for goals to allow for an effective review. City Manager Sweet indicated he would work with the City Attorney to develop a mutually agreeable evaluation framework.

REPORTS

600. City Manager Kevin A. Sweet

City Manager Sweet noted his and other staff's attendance at an award ceremony on December 3, where Utility Superintendent Clifton Mullis received the 2025 Industry Advocate of the Year award from the Florida section of the American Water Works Association. City Manager Sweet further reviewed minor sidewalk repairs scheduled for Central Winds and Stone Gable, work underway to address Ms. Benton's concerns, and discussed the need for proper structural evaluation.

601. City Attorney Anthony A. Garganese

No report.

602. City Clerk Christian Gowan

City Clerk Gowan reminded commissioners of upcoming legislative action days and leadership summit and noted an eight-person table was already booked based on responses received.

603. Seat One Commissioner Paul Diaz

No report.

604 Seat Two Commissioner Victoria Bruce

Commissioner Bruce thanked the City Manager and Utility Director for the backflow program, discussed a potential park grant with a March 1 deadline for the boardwalk at Lake Jesup and Central Winds, commended Belle Ave Studios on their grand opening, and highlighted her participation in Indian Trails Middle School's teach-in.

605. Seat Three Commissioner Sarah Baker

No report.

606. Seat Four Commissioner/Deputy Mayor Cade Resnick

Deputy Mayor Resnick noted the holiday parade was "soggy" due to rain and urged city staff to gather feedback about possibly needed changes. He also noted the upcoming Tri-County meeting and stressed concerns over tax bills in Tallahassee, noting none seemed beneficial and urged residents to look into them. Finally, he wished everyone happy holidays and reminded drivers to be mindful of students on break.

607. Commissioner Mark Caruso

Commissioner Caruso noted several people protested the parade due to the route change from Tuskawilla Road and felt weather might have played a role in the reduced turnout.

608. Mayor Kevin McCann

Mayor McCann congratulated Mr. Saunier and Mr. Mullis on statewide recognition. Mayor McCann then recapped recent events and noted he thought rain affected Christmas parade attendance. Continuing, he announced an additional $20 million in Hurricane Milton funding had been secured for wastewater treatment, expressed concern over proposals eliminating property tax funding, noted

UNAPPROVED

the removal of supporting studies and legislative implementation, and concluded by wishing everyone holiday joy and expressing gratitude for his position.

PUBLIC INPUT
Mayor McCann opened Public Input.

Maurice Kaprow, Winter Springs expressed gratitude to the commission, city manager, and staff for placing a Hanukkah menorah alongside the Christmas tree, calling it a testament to the city's inclusivity and mutual respect.

Art Gallo, Winter Springs echoed comments made by Rabbi Kaprow and noted opposition to the 360-degree evaluation, recommending an assessment based on progress, morale, and turnover rates. Mr. Gallo further stressed the need for improved commission communication and team building.

Robert Miller, Winter Springs advised dropping the 360-degree evaluation and proposed a direct vote on the manager's performance and any associated pay increase.

Leah Weisman, Winter Springs criticized the discourse during meetings and proposed a code of conduct or similar policy to ensure more constructive dialogue.

Mayor McCann closed Public Input.

ADJOURNMENT
Mayor McCann adjourned the meeting at 9:04 p.m.

RESPECTFULLY SUBMITTED:

_____
CHRISTIAN D. GOWAN, MPA, CMC
CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

NOTE: These Minutes were approved at the *January 12, 2026* City Commission Regular Meeting.

UNAPPROVED

CONSENT AGENDA ITEM 309

CITY COMMISSION AGENDA | JANUARY 12, 2026 REGULAR MEETING

TITLE

Approval of the Minutes: Thursday, December 18, 2025 City Commission Special Meeting

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends the City Commission review and approve the Thursday, December 18, 2025 City Commission Special Meeting Minutes as presented.

CITY COMMISSION
SPECIAL MEETING MINUTES

UNAPPROVED

THURSDAY, DECEMBER 18, 2025 AT 9:00AM

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

CALL TO ORDER
Mayor Kevin McCann called the Special Meeting of Thursday, December 18, 2025 of the City Commission to order at 9:01 a.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 (arrived at 9:05 a.m.)
City Clerk Christian Gowan, present

Mayor McCann asked for a moment of silence which was followed by the Pledge of Allegiance.

Mayor McCann asked if there were any agenda changes. There were no changes and the agenda was adopted.

PUBLIC INPUT
Mayor McCann opened Public Input.

Mr. Jerry Wood, Seminole County, spoke as an environmental engineer and caretaker of property near Clifton Springs. He expressed concerns about severe flooding issues in his area, noting that Hurricanes Helene and Milton caused significant damage that wasn't included in the stormwater study being presented. Mr. Wood requested that the Commission consider a workshop focused specifically on stormwater issues in the Greenway Interchange District (GID).

Mr. Art Gallo, Winter Springs expressed disappointment with aspects of the draft stormwater study, mainly the failure to include analysis of Jetta Point Park and creeks and streams on private property. He noted that his HOA had documented flooding issues from Jetta Point Park into the Howell Creek Reserve area and emphasized that private creeks are used by the city to catch and convey stormwater, essentially functioning as utilities, yet received no help from the city.

Ms. Gina Shafer, Winter Springs criticized the meeting's 9 AM timing as lacking transparency since most residents couldn't attend. She noted that the Winter Springs Village spent $14,000 annually on sidewalk pressure washing due to slime from flooding and raised concerns that Wetlands Park was not addressed in the study.

Mayor McCann closed Public Input.

REGULAR AGENDA
500) Stormwater Master Plan and Capital Improvement Plan

Mr. Clete Saunier, Public Works and Utilities Director, introduced the Stormwater Master Plan as the culmination of 18 months of work involving thousands of hours of field work and engineering analysis. He explained this was a critical first step in identifying and codifying the city's stormwater needs into a comprehensive plan. He noted that following adoption, the Commission would address a pond maintenance policy in January, followed by a rate study.

UNAPPROVED

Mr. Matt Brosman of Kimley Horn presented the stormwater improvement program, explaining that the first three phases consisting of data collection for drainage system inventory, system maintenance and retrofit improvements, and maintenance equipment and manpower had been completed.

Mr. Brosman explained that Phase 4, the current stage, developed the Stormwater Capital Improvement Program (CIP) contained within the master plan. He described how the study identified 46 areas of interest that were refined to 12 major capital improvement projects. These projects were prioritized using a weighted scoring criteria that included factors such as downstream impacts, level of service improvements, public benefit, maintenance considerations, and benefit per dollar spent.

The presentation included maps showing the condition of existing stormwater infrastructure across the city and highlighted areas with significant stormwater issues, particularly on the west side of the city. Mr. Brosman noted that the plan focused primarily on flood risk protection rather than water quality issues. Mr. Brosman concluded by reviewing next steps and schedules for requested action at future meetings.

Several commissioners raised questions about implementation priorities, downstream impacts, permitting challenges, and coordination with county projects. Commissioner Diaz expressed concerns about open-ended costs and the lack of reassessment triggers in the plan. Mr. Saunier clarified that the cost estimates were conceptual with potential variations of 25-50%, and that the final implementation would be incorporated into the city's 5-year CIP budget with annual reviews.

David Hamstra of Pegasus Engineering addressed questions about grant opportunities, noting that major flood protection grants were limited primarily to FEMA and the Florida Division of Emergency Management, often following declared disasters. He also mentioned that water quality grants were available through FDEP but could be equally expensive to implement. City Manager Sweet commented further that the city would seek grants but should not count on them to fund necessary improvements.

"MOTION TO APPROVE ITEM 500 AS PRESENTED." (ADOPT THE STORMWATER MASTER PLAN INCLUDING THE PRIORITIZED LIST OF PROPOSED CAPITAL IMPROVEMENT PROJECTS THAT ARE INCLUDED IN THE MASTER PLAN.) MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BRUCE. DISCUSSION.

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

PUBLIC INPUT
Mayor McCann opened Public Input.

Jerry Wood, Seminole County explained that flooding in his area comes not only from Lake Jesup but also from significant overland flow from the GID area.

Tim Wansburg, Winter Springs requested the Commission consider increasing the stormwater utility discount for gated communities beyond the current 25%, noting his HOA had spent approximately $160,000 over the past five years on stormwater maintenance.

Art Gallo, Winter Springs thanked the Commission for approving the plan as a starting point and expressed hope that creeks on private property would be recognized as part of the overall stormwater utility system.

Mayor McCann closed Public Input.

UNAPPROVED

ADJOURNMENT
Mayor McCann adjourned the meeting at 10:36 a.m.

RESPECTFULLY SUBMITTED:

_____
CHRISTIAN D. GOWAN, MPA, CMC
CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

UNAPPROVED

NOTE: These Minutes were approved at the *January 12, 2026* City Commission Regular Meeting.

PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | JANUARY 12, 2026 REGULAR MEETING

TITLE

Second Reading and Adoption of Ordinance 2025-17: Reasonable Accommodation from the City's Land Development Regulations and Certified Recovery Residences

SUMMARY

The Community Development Department has worked with the City Attorney's Office to draft changes to amend Chapter 20, Zoning, to add procedures for processing requests for Reasonable Accommodation from the City's Land Development Regulations, which would also be applicable to Certified Recovery Residences in order to comply with Florida Statutes Section 397.487; Amending Article III, Establishment of Districts, to establish Certified Recovery Residences as permitted or conditional uses in certain zoning districts. The Notice of Public Hearing for Ordinance 2025-17 was advertised in the December 29, 2025 publication of the Orlando Sentinel.

FUNDING SOURCE

RECOMMENDATION

Staff recommends that the City Commission hold a Public Hearing and approve the second reading and adoption of Ordinance 2025-17.

ORDINANCE NO. 2025-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; AMENDING CHAPTER 20, *ZONING*, ARTICLE V, *SUPPLEMENTAL DISTRICT REGULATIONS*, OF THE CITY OF WINTER SPRINGS CODE OF ORDINANCES TO ADD PROCEDURES FOR PROCESSING REQUESTS FOR REASONABLE ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS, WHICH SHALL ALSO BE APPLICABLE TO CERTIFIED RECOVERY RESIDENCES IN ORDER TO COMPLY WITH FLORIDA STATUTES SECTION 397.487; AMENDING ARTICLE III, ESTABLISHMENT OF DISTRICTS, TO ESTABLISH CERTIFIED RECOVERY RESIDENCES AS PERMITTED OR CONDITIONAL USES IN CERTAIN ZONING DISTRICTS; 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 maintains Chapter 20, Zoning, of the City Code, which sets forth the City's zoning code and provides standards for the use and design of real property within the City; and

WHEREAS, federal law, specifically the Fair Housing Act, codified at 42 U.S.C. §§ 3601-19, and Title II of the Americans with Disabilities Act, codified at 42 U.S.C. § 12132, requires local governments to make reasonable accommodations to rules, policies, practices or services, including land use or zoning laws and policies, when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling; and

WHEREAS, local governments are strongly encouraged to have established procedures by which persons with disabilities may request reasonable accommodations with respect to rules, polices, practices, or services, specifically including land use or zoning laws and policies, in accordance with *Jeffrey O. v. City of Boca Raton*, 511 F. Supp. 2d 1339 (2007) and the *Joint Statement of the Department of Housing and Urban Development and the Department of Justice, State and Local Land Use Laws and Practices and the Application of the Fair Housing Act*, published November 10, 2016; and

WHEREAS, Section 397.487, Florida Statutes, as amended by Fla. S.B. 954 (Reg. Sess. 2025) (codified as Laws of Florida Chapter 2025-182) mandates that the City Commission of the City of Winter Springs adopt an ordinance to establish procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from

any local land use regulations which serve to prohibit the establishment of a certified recovery residence; and

WHEREAS, the City therefore desires to add a new Division 5 to Article V, Supplemental District Regulations, of Chapter 20, Zoning, of the City Code to set forth procedures for the review of reasonable accommodation requests to the City's zoning code, including for certified recovery residences, within the City's jurisdictional boundaries; and

WHEREAS, adoption of this Ordinance is required to implement the new provisions of Florida Statutes § 397.487, and thus is required to comply with state law; therefore, the City is not required to prepare or cause to be prepared a business impact statement pursuant to Florida Statutes § 166.071(4); and

WHEREAS, the City further desires to amend its land development regulations to establish development standards and regulations for certified recovery residences in order to promote the consistent and uniform application of the City's land development regulations to all uses of land; and

WHEREAS, on December 4, 2025, the City's Planning and Zoning Board (Local Planning Agency) reviewed the amendments contained herein at a duly noticed public hearing and forwarded its recommendation of adoption to the City Commission; and

WHEREAS, the City Commission held duly advertised public hearings on this Ordinance and has determined that the adoption of the amendments to the City's zoning code as contained herein is in the best interests of the City and the health, safety, and welfare of the public.

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 which reflect the intent and purpose of the City Commission of the City of Winter Springs.

Section 2. Code Amendment. Article V, *Supplemental District Regulations*, of the City Code is hereby amended as follows to add a new Division 5, *Reasonable Accommodation Requests*: (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 Article V. It is intended that the text in Article V denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

ARTICLE V. – SUPPLEMENTAL DISTRICT REGULATIONS

* * *

DIVISION 5. – REASONABLE ACCOMMODATION REQUESTS

Sec. 20-455. – Reasonable Accommodation Requests.

(a) *Purpose*. The purpose of this section is to establish procedures for the review of reasonable accommodation requests made regarding City land use and zoning ordinances, rules, regulations, policies, and procedures that may either be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling or to avoid discrimination consistent with the Federal Fair Housing Act (42 U.S.C. § 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. § 12131 et seq.) ("ADA"). In addition, this section is intended to address the establishment of certified recovery residences and provide procedures for the review and approval of requests for a reasonable accommodation in the application of the City's ordinances, rules, policies, and procedures with regard to such certified recovery residences as required by Section 397.487, Florida Statutes.

(b) *Eligible Applicants*. Any person who is disabled, their designated representative, or a provider of services to disabled individuals, collectively referred to as "applicant" in this section, may request a reasonable accommodation to the City's land use and zoning ordinances, rules, regulations, policies, and procedures in accordance with this section. For purposes of this section, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA as defined therein.

(c) *Application Requirements*. A request for reasonable accommodation under this section from the City's land development regulations, rules, policies, and procedures shall be made in writing to the Director of Community Development and shall at a minimum provide the following information:

(1) The name and contact information of the applicant making the request or the applicant's authorized representative.

(2) If the applicant is not the owner of the property where the reasonable accommodation is being requested, contact information of the property owner must also be provided, and the written consent of the property owner must be provided to the City before the application is considered complete.

(3) The property address and Seminole County Property Appraiser's parcel identification number.

(4) A description of the applicant's disability (a physical or mental impairment that substantially limits one or more major life activities). The applicant may attach any information that he or she wishes to provide the City verifying his or her disability as defined by federal law, such as:

a. Medical records or letter of a medical profession;

b. Proof that, if the individual is under 65 years of age, receives Supplemental Security Income or Social Security Disability Insurance benefits; or

c. Statement of a non-medical service agency or reliable third party who is in a position to know of the individual's disability.

If the applicant is a qualified entity serving disabled persons, the applicant need not produce individualized evidence of their residents' or clients' disability, but must submit a copy of policies or governing documents of the qualifying entity verifying and ensuring that it serves or will serve only those with actual disabilities as defined by the FHA and ADA and that it will adhere to such policies and procedures, such as house rules or admissions criteria.

(5) A description of the accommodation needed, identifying the ordinances, rules, or policies from which the applicant seeks reasonable accommodation, including a description of why the requested accommodation is necessary and is related to the identified disability.

(6) A certification stating as follows: "I certify, under penalty of perjury, that the information provided in this request is true and correct. I understand that if I knowingly provide false information with this request my request shall become null and void."

(7) Any additional documentation the applicant feels is necessary to support the request for reasonable accommodation.

(8) The notarized signature of the applicant and date of the application.

The City shall date stamp the application upon receipt and shall notify the applicant in writing within thirty (30) days if additional information is required, which may include further documentation verifying the disability of the applicant or verifying the disability-related need for the requested accommodation to the extent allowed by law. The applicant shall have 30 days to respond with the additional information to complete the application or the application will be deemed withdrawn.

(d) *Review Process*. Within sixty (60) days of receiving the completed application for reasonable accommodation, the Director of Community Development shall review the request and make a determination to either: (1) grant the reasonable accommodation request in full; (2) grant the reasonable accommodation request with conditions; (3) grant the request in part and deny the request in part; or (4) deny the request, in accordance with local, state, and federal law. The Director of Community Development's determination shall be in writing. If the request is denied, the reasons for the denial shall be stated in writing. Denials shall be based on objective, evidence-

based reasons and identify any deficiencies or actions necessary for reconsideration. The final determination shall give notice of the applicant's right and method of appeal.

For certified recovery residence requests for reasonable accommodation, if the final written determination is not issued within sixty (60) days after receipt of the completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time. The Director of Community Development shall be permitted to include a condition of approval that current evidence of disability be provided to the City at regular intervals, no more frequently than annually.

The Director of Community Development shall make the determination consistent with the City Code and the FHA and/or ADA after considering the following review criteria:

(1) Whether the applicant has established that he/she is protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, as defined in the FHA and/or ADA. To do this, the applicant must show he or she has, or is serving those with:

    a. A physical or mental impairment which substantially limits one (1) or more major life activities;

    b. That they are regarded as having such impairment; or

    c. That they have a record of having such impairment.

(2) Whether the requested accommodation is reasonable and necessary to afford the applicant with an equal opportunity to use and enjoy the dwelling or is reasonable and necessary to assure the applicant an equal opportunity to enjoy a service, program, or activity offered by the City.

(3) Whether the requested accommodation would impose an undue financial or administrative burden on the City.

(4) Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the City.

If the Director of Community Development finds that the requested accommodation will impose an undue financial or administrative burden on the City or will require a fundamental alteration in the nature of the City's service, program or activity, the Director may consider whether an alternative reasonable accommodation exists which would effectively meet the disability-related need. An alternative reasonable accommodation may be the requested accommodation with conditions. In conducting the review, the Director may make a site visit to the property where the reasonable accommodation is being requested, if needed.

(e) *Appeals*. The applicant may appeal the written decision of the Director of Community Development within thirty (30) days of the issuance of the Director of Community Development's decision. Appeals shall be made in writing to the City Manager and filed with the City Clerk. Appeals shall include the name, address, and telephone number of the applicant; a notarized signature of the applicant; and a written summary of the reasons for the appeal, including any legal or factual basis for the appeal. The City Manager shall issue a final decision on the appeal within forty-five (45) days of filing the appeal with the City Clerk. Any applicant aggrieved by a final decision of the City Manager made under this section shall have the right to file an appropriate action in a court of competent jurisdiction.

(f) *No Application Fee*. There shall be no fee imposed by the City for the reasonable accommodation request process or appeals outlined in this section.

(g) *General Provisions*. The following additional general provisions are applicable to requests for reasonable accommodation under this Section.

(1) An applicant may request a reasonable accommodation on their own behalf or may be represented at all states by an attorney, legally appointed guardian, or other person designated by the individual in writing.

(2) In the event that a reasonable accommodation is granted, the applicant shall comply with any and all applicable conditions, as well as all permitting procedures required by the City Code and all land development regulations of the City which have not been affected by the reasonable accommodation.

(3) All reasonable accommodations are specific to the applicant and do not run with the land.

(4) A reasonable accommodation does not alter an individual's obligation to comply with all other applicable federal, state, county, or City requirements, rules, regulations, or laws.

(5) A reasonable accommodation issued pursuant to this Section shall not supersede any current or future declaration of condominium adopted pursuant to Chapter 718, Florida Statutes, or cooperative document adopted pursuant to Chapter 719, Florida Statutes, or declaration of covenant adopted pursuant to Chapter 720, Florida Statutes.

(h) *Revocations*. Approvals granted under this Section for a reasonable accommodation may be revoked or modified by the City Manager, or designee, if the applicant fails to comply with all conditions of approval or fails to maintain all certifications and/or licenses required by law and such certifications or licenses are not reinstated within 180 days. The City shall provide a 30-day written notice of the proposed revocation or

modification. The applicant may request an opportunity to be heard before the City Manager prior to the effective date of the proposed revocation.

(i) *Certified Recovery Residences*. A certified recovery residence may be established as a permitted use in the R-3 zoning district without reasonable accommodation. Certified recovery residences may be established as a conditional use in the C-2, I-1, and C-3 Highway 17-92 Commercial zoning districts. Certified recovery residences must comply with the zoning regulations established in Chapter 20, *Zoning*, of the City Code and all other applicable land development regulations, except that reasonable accommodations may be requested pursuant to this Section.

With regard to recovery residences, the City shall require all applicants for a reasonable accommodation to have a valid certificate of compliance and provide evidence that it is actively managed by a certified recovery residence administrator as provided in Section 397.311 and 397.487, Florida Statutes, unless the recovery residence has a charter from an entity recognized or sanctioned by Congress. The Director of Community Development shall deny requests for a reasonable accommodation from the definition of a "family" for recovery residences, otherwise known as "sober homes," that are not certified in accordance with the provisions of Section 397.487, Florida Statutes, unless the recovery residence has a charter from an entity recognized or sanctioned by Congress. The City Commission finds that persons suffering from addiction represent a vulnerable consumer population and adopts by reference the findings and intent of the Legislature as expressed in Section 397.487, Florida Statutes, and its supporting legislative history, and concludes that the requirement to maintain a certification is intended to protect persons who reside in recovery residences.

If the Applicant is not the administrator who will be actively managing the residents and staff of the certified recovery residence, the name and contact information of the administrator must also be provided. A copy of the current certifications and licenses for the certified recovery residence shall be attached to the application.

(j) *Community Residential Homes.* Development permit applications for community residential homes, as defined in Section 419.001, Florida Statutes, shall not be subject to the provisions of this Section.

Section 3. **Code Amendment.** Article III, *Establishment of Districts*, of Chapter 20 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 Article III. It is intended that the text in Article III denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

ARTICLE III. – ESTABLISHMENT OF DISTRICTS

* * *

* * *

DIVISION 6. – R-3 MULTIPLE FAMILY DWELLING DISTRICTS

* * *

Sec. 20-207. – Uses permitted.

Within any R-3 Multiple-Family Dwelling District, no building, structure, land or water shall be used except for the following uses:

(1) Any uses permitted in R-1AAA, R-1AA, R-1A, or R-1.

(2) Apartments, townhouses, patio homes or other multiple-family dwelling structures.

(3) Boarding and/or lodging homes.

(4) Guest and tourist homes.

(5) General office including: medical, dental, legal, architecture/engineering, real estate, financial, information technology, and administrative headquarters, or similar use, however, under no circumstances will any type of office use incompatible with residential, schools, parks or public buildings be permitted. Signage shall be limited to building-mounted identification signage. No outside storage or fleet and dispatch yards are permitted; however, governmental vehicles are exempted.

(6) <u>Certified recovery residences.</u>

* * *

DIVISION 8. – C-2 GENERAL COMMERCIAL DISTRICT

* * *

Sec. 20-254. – Conditional uses.

* * *

<u>(9) Certified recovery residences.</u>

* * *

DIVISION 8.5. – I-1 LIGHT INDUSTRIAL DISTRICT

* * *

Sec. 20-261. – Conditional uses.

* * *

(10) Certified recovery residences.

* * *

DIVISION 15. – C-3 HIGHWAY 17-92 COMMERCIAL DISTRICT

* * *

Sec. 20-346.3. – Conditional uses.

* * *

(12) Certified recovery residences.

* * *

Section 4. **Code Amendment.** Article I, *In General*, of Chapter 20 of the 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 Article I. It is intended that the text in Article I denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

ARTICLE I. - IN GENERAL

Sec. 20-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Certified recovery residence. This term shall have the same meaning as provided in Florida Statutes § 397.311(5), as may be amended from time to time.

* * *

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:

CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708-2799
TELEPHONE: (407) 327-1800
FACSIMILE: (407) 327-4753
WEBSITE: www.winterspringsfl.org

BUSINESS IMPACT ESTIMATE PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published.

City Commission Meeting Dates: **First Reading: December 8, 2025**
Second Reading: TBD

Ordinance Number: **2025-17**

Posted To Webpage: Wednesday, November 26, 2025

Date of Publication: Wednesday, November 26, 2025

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; AMENDING CHAPTER 20, *ZONING*, ARTICLE V, *SUPPLEMENTAL DISTRICT REGULATIONS*, OF THE CITY OF WINTER SPRINGS CODE OF ORDINANCES TO ADD PROCEDURES FOR PROCESSING REQUESTS FOR REASONABLE ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS, WHICH SHALL ALSO BE APPLICABLE TO CERTIFIED RECOVERY RESIDENCES IN ORDER TO COMPLY WITH FLORIDA STATUTES SECTION 397.487; AMENDING ARTICLE III, ESTABLISHMENT OF DISTRICTS, TO ESTABLISH CERTIFIED RECOVERY RESIDENCES AS PERMITTED OR CONDITIONAL USES IN CERTAIN ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

_**X**_ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

This Business Impact Estimate may be revised following its initial posting.

__ a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

__ b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.
Summary of the proposed ordinance and statement of public purpose:
N/A

Part II.
Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Springs: (fill out subsections a-c as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:
N/A

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
N/A

(c) An estimate of the City of Winter Springs' regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
N/A

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:
N/A

Part IV.
Additional Information the City Commission may find useful (if any):
N/A

Orlando Sentinel
MEDIA GROUP

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State Of Florida
County Of Orange

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

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

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



Signature of Affiant

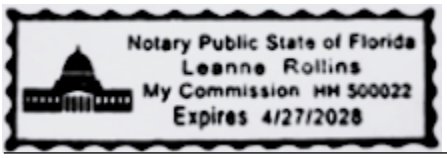
rose williams

Name of Affiant

Sworn to and subscribed before me on this 2 day of January, 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7907930

Blind

from Page 3

heightens the risk of permanent blindness and surgery complications, the lawsuit states. It leaves people vulnerable in the dangerous environment of a prison.

"Rather than providing a quick and simple surgery, defendants have allowed hundreds of people, many of them seniors, to become totally blind," Erica Downs, an attorney at Florida Justice, said in an email. "Not only are they now at risk for permanent vision loss, but they are far more likely to suffer from falls and fractures and be abused in prison."

The Florida Department of Corrections contracts with Centurion of Florida to provide health care, including vision services, to Florida's incarcerated population.

Department officials declined to answer questions about how many inmates are awaiting eye surgeries and why surgeries were delayed, contrary to recommendations from specialists.

"The Florida Department of Corrections does not comment on any pending litigation," an email from its office of communications said.

Officials from Centurion of Florida's media office did not respond to three emails and a voicemail requesting comment.

'Nothing could be worse'

When inmates or their families have a gripe about prison life, they often reach out to Florida Cares.

The West Palm Beach nonprofit is dedicated to improving the lives of incarcerated people and their families. It works with a Department of Corrections central office to try and resolve issues.

Starting around the fall of 2023, staffers noticed that complaints about delayed eye surgeries began to pile up.

In all, Florida Cares heard from about 60 inmates. Their stories showed a pattern of urgent care being delayed even after they filed grievances with their prison about not being treated. In anticipation of surgery, some had been transferred to the prison in Lake Butler, where there is a medical center, only to have their appointments canceled.

"The doctor said his eyes should have been done five years ago. He says his left eye is completely gone and his right is almost the same," one relative told Florida Cares.

"His left eye is completely blind, and unable to benefit from cataract surgery at this point," another said. "If this request for cataract surgery was fulfilled seven years ago, my brother would not have lost his vision."

Emails from Department of Corrections officials show that the system was failing. One sent in June 2024 by its chief of medical services, Danny Martinez, responded to an urgent request for cataract surgery. In it, Martinez mentioned a "backlog of about 1,000 inmates in need of ophthalmological surgery."

Adam Meretsky spoke with Florida Cares after his medical care was delayed.

Blind in one eye when he was imprisoned about 17 years ago, the sight in his other eye had begun to fail. He was examined by two specialists and asked to sign release forms for corneal transplants, a report compiled by Florida Cares states.

More than six years later, he was still on a wait list. His vision was so bad that his mother would photocopy whole books, enlarging the text so he could read them.



This image shows the Lowell Correctional Institution, a women's prison in Marion County. Lowell inmate Carla Verner waited almost three years for cataract surgery. She was legally blind during that time and ran into objects. She needed assistance to open her locker, write forms, and read and write mail. **DIRK SHADD/TAMPA BAY TIMES**

Meretsky, 39, died in November 2024 from other health issues. He never got his surgery.

"He was frightened," his mother told the Tampa Bay Times in an interview. "Nothing could be worse than not having your sight and being in prison. You can't see who's around the corner."

Frustrated by the department's lack of action, Florida Cares reported the cases to attorneys at Florida Justice, a Miami nonprofit that conducts civil rights litigation and advocacy in the areas of prisoners' rights, housing discrimination and other issues.

Its director of litigation, Dante Trevisani, wrote in February asking Clayton Weiss, the Department of Corrections' director of health services, and Dr. John Lay, Centurion's statewide medical director, to address the backlog.

The letter included accounts of 15 inmates who went years without recommended eye surgery.

"It is apparent that there is a policy, practice, and custom of failing to provide adequate specialty eye care," the letter said.

The American Academy of Ophthalmology recommends people 60 and up have regular eye exams for age-related issues like cataracts, as early detection improves outcomes. Delays in treatment puts eyesight at risk, said Ravi Goel, an ophthalmologist and spokesperson for the academy.

"Patients in correctional or institutional settings are especially vulnerable, and ensuring timely access to medical and surgical eye care is critical not only for preserving sight, but also for maintaining independence, alleviating suffering, and preventing what should be a preventable disability," he said in an email.

A lucrative contract, a lack of care

The Department of Corrections in 2023 awarded Centurion a $2.8 billion contract to provide health care services at 134 Florida prisons over four years.

The contract requires that the state reimburse the company for medical services. Centurion hires doctors and nurses to provide medical care. Vision care is largely provided by outside clinics and specialists.

Centurion is part of Centurion Health, a private company that does business in about 15 states. Its quality of care has been the subject of several lawsuits and investigations.

It was one of four prison health care providers sued in 2023 by the American Civil Liberties Union in Delaware for what the nonprofit called "unlawful and unconstitutional delays and denials of treatment."

Three years ago, a U.S. Department of Justice investigation of Mississippi's Parchman prison, where Centurion provided health services, found the prison did not adequately treat people with mental illness.

Florida Justice attorneys allege the same failure to provide adequate care in their lawsuit.

Vision is measured by comparing a patient's ability to read an eye chart from a standard distance — typically 20 feet — with 20/20 considered normal vision.

The federal Medicare program, which covers health care for American seniors, will typically approve cataract surgery when a patient's eye score falls below 20/40 and affects daily activities like reading.

Florida inmates are approved for the same surgery when their vision tests 20/50 or worse, department standards state. But even when an inmate has a cataract causing legal blindness in one eye, they will be denied surgery if the vision in their other eye is acceptable.

"Essentially, prisoners are being denied medically necessary cataract surgery, because they still have 'one good eye,' " the lawsuit states.

That is of particular concern for older inmates, who are more susceptible to cataracts, glaucoma and other vision problems. About one in eight of those in Florida prisons are 60 or older, in part because the state abolished parole for most inmates in 1983.

Blind on death row

Ken Lott's vision began failing about four years ago.

A quadruple heart bypass survivor, he had cataracts in both eyes and could no longer read the labels on his pill bottles. He was forced to wait for medication until it was brought by prison nurses.

The glasses he was given did little to help. Others would read his emails to him, but as a death row inmate at Union Correctional Institute, he spends all but three hours of the day alone in his cell.

Not wanting her husband to lose the ability to walk, Loretta Lott asked if she could provide him with a walker. Prison officials refused. Instead, he stands behind a wheelchair and pushes it along, she said.

"I've seen him go from a man that can get up and have pride and walk around to a man that's now in a wheelchair, that has to wear a little tag that says 'legally blind,' " she said. "He's very sad. He's very depressed. His mental health has definitely been affected, because he does not want to live the rest of his life blind, and that's his fear."

Four years after he was approved for surgeries on both eyes, Lott, 56, finally underwent the procedures in April. One eye had complications that required additional laser treatment.

Loretta Lott is convinced her husband would still be blind were it not for the intervention of Florida Cares and the attorneys at Florida Justice.

"It took a village to get his eyes fixed, and it shouldn't be that hard," she said.

Lott was thrilled to see his wife's face again.

"I told her, 'Honey, you look better than you've ever looked to me,' " he said on a phone call with the Times.

In the upcoming state legislative session, Florida Cares will be pushing for the passage of a bill to create an independent prison ombudsman who would have the authority to resolve disputes between those in prison and the Department of Corrections on issues like access to health care.

It would save the state money since it could reduce the number of lawsuits the department faces, said founder and executive director Denise Rock.

"It's unfortunate that we have to resort to going to a lawyer to get the treatment that's needed," she said.

For those who question why the state should spend tax dollars on health care for criminals and inmates who will be executed, Rock points out that Florida has exonerated 78 people convicted of serious crimes since 1978, including 27 convicted of murder.

Almost 90% of people incarcerated will be eventually released.

"Do we want them coming home blind without a job and no way to take care of themselves?" she said. "They're still human beings, and we still have a responsibility while they're incarcerated to care for them."

Shut

from Page 3

Osceola

Little Italy at 2901 B-1 Parkway Blvd. in Kissimmee shut down on Dec. 18 when inspectors found 23 violations, including three deemed high priority. Those were for a dish washing machine with improper chlorine sanitizer strength, raw chicken stored over raw salmon, and eight live roaches found among the cookline and other locations. Inspectors returned on Dec. 19, still finding 21 violations, with two still deemed high priority for the dish washing machine and the raw food, both of which received time extensions. A manual sanitizing station was set up until the machine could be repaired. A follow-up inspection will be required, but inspectors allowed the venue to reopen.

Total Inspections

Among all inspections across Central Florida, there were 2,726 violations total, including basic, intermediate and high violations.

Orange County had the most with 1,064, followed by Volusia with 452, Brevard with 427, Seminole with 316, Osceola with 307 and Lake with 160.

NOTICE OF PUBLIC HEARING CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2025-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; AMENDING CHAPTER 20, *ZONING*, ARTICLE V, *SUPPLEMENTAL DISTRICT REGULATIONS*, OF THE CITY OF WINTER SPRINGS CODE OF ORDINANCES TO ADD PROCEDURES FOR PROCESSING REQUESTS FOR REASONABLE ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS, WHICH SHALL ALSO BE APPLICABLE TO CERTIFIED RECOVERY RESIDENCES IN ORDER TO COMPLY WITH FLORIDA STATUTES SECTION 397.487; AMENDING ARTICLE III, ESTABLISHMENT OF DISTRICTS, TO ESTABLISH CERTIFIED RECOVERY RESIDENCES AS PERMITTED OR CONDITIONAL USES IN CERTAIN ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COMMISSION PUBLIC HEARINGS FOR SECOND READING/ADOPTION WILL BE HELD ON MONDAY, JANUARY 12, 2026 AT 6:30 PM OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL, 1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

THE CITY COMMISSION RESERVES THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THIS ORDINANCE AT THIS MEETING WITHOUT FURTHER NOTICE.

The proposed ordinance may be obtained by interested parties between 8 a.m. and 5 p.m., Monday through Friday, from the office of the City Clerk, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #237. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department Coordinator, 48 hours in advance of the meeting at (407) 327-1800, #236. This is a public hearing. Interested parties are advised that they may appear at the meeting and be heard with respect to the proposed resolutions. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.



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PUBLIC HEARINGS AGENDA ITEM 401

CITY COMMISSION AGENDA | JANUARY 12, 2026 REGULAR MEETING

TITLE

Lot 4 Townhomes at Blake Commons, 1260 E. SR 434 – Aesthetic Review.

SUMMARY

The Community Development Department requests that the City Commission hold a Public Hearing to consider an Aesthetic Review for the applicant's request to construct a future 85 townhome project in the Town Center District, T5 Transect. Staff report is attached.

FUNDING SOURCE

RECOMMENDATION

The Community Development Department recommends that the City Commission approve the Aesthetic Review Application AERV-2025-0010 for the Lot 4 Townhomes at Blake Commons.

PUBLIC HEARINGS AGENDA ITEM

CITY COMMISSION
MONDAY, JANUARY 12, 2026
REGULAR MEETING

TITLE

Lot 4-Townhomes at The Blake Commons, 1260 E. SR 434 – Aesthetic Review.

SUMMARY

The Community Development Department requests that the City Commission hold a Public Hearing to consider an Aesthetic Review for the applicant's request to construct a future 85 townhome project in the Town Center District, T5 Transect.

General Information			
Applicant	James Herbert, E.I. \ NV5		
Property Owner(s)	Tuskawilla Retail Partners II, LLC		
Location	1260 E State Road 434, Winter Springs, FL 32708		
Tract Size	±4.58 Acres (subdivided from 8.11 Acres parent lot)		
Parcel ID Number	26-20-30-5AR-0A00-007L		
Zoning Designation	Town Center District, T-5 Transect		
FLUM Designation	Town Center District		
Adjacent Land Use	North: Seminole Crossing Townhomes East: Cross Seminole Trail		South: State Road 434 West: Vacant
Height	2-story, 3- story		
Setbacks	Front: 25 ft, minimum, 50 ft. maximum	Rear: 15 ft. minimum	Side: 5 ft. minimum, 100 ft. maximum
Development Standards	Lot Coverage 100%		
Development Permits	Not applicable		
Development Agreement	Pending; prior Development Agreements were with predecessor in interest, Winter Springs Holdings, Inc., recorded at ORB 8446, Page 1131, First Modification at ORB 8852, Page 1719, and The Blake Commons at ORB 10887, Page 649.		
Code Enforcement	Not applicable		

City Liens	Not applicable

Background Data:

The development site consists of one lot, totaling 4.58 acres. The City Commission recently approved The Blake Commons plat on June 23, 2025, subject to conditions, recorded in Seminole County Plat Book 91, Page 65, which subdivided the 8.11-acre parent parcel. The 85-unit townhome project is proposed to be located on Lot 4 of The Blake Commons plat. The development site is located at the northeast corner of S.R. 434 and Michael Blake Boulevard. The design of the proposed townhomes includes three-story townhomes and two-story townhomes, and two (2) pavilions with a neutral complementary color scheme in the Town Center District, T5 Transect. The three-story townhomes will contain a variety of attached five (5) and six (6) units. However, the two-story townhomes will contain a variety of attached three (3), four (4), five (5), and six (6) units. Also, proposed is a corner premiere townhome to be consistent with the adjacent structures surrounding the roundabout located at Michael Blake Boulevard and Tree Swallow Drive, and contain a combination of attached three-story and two-story townhomes with ten (10) units. The proposed units are designed with significant design features to include architectural design elements such as columns, a variety of angles and shapes of rooflines, and varying colors and facades of stucco and vinyl lap siding throughout the multiple variations of units. The City Commission shall make a final decision on the application, to approve, approve with conditions, or deny the project within the Town Center district.

Public Notices:

Notices were mailed to all owners of real property adjacent to and within approximately five-hundred (500) feet of the subject property and all Homeowner's Associations on file with the City of Winter Springs on November 10, 2025.

A Community Workshop was held on November 12, 2025 at 6:00 PM at The Foundry Church. There were no objections raised at the Community Workshop regarding the proposed aesthetics of the townhomes and gazebos. Please see (Figure "1") Community Workshop Flyer and (Figure "2") Community Workshop Attendance.

Aesthetic Review:

Pursuant to Section 9-603, which sets forth guidelines and minimum standards for Aesthetic Review packages, staff have utilized the criteria below in Section 9-603 to determine the following. The attached Aesthetic Review package includes all of the submittal requirements for aesthetic review as set forth in Section 9-600 through 9-607 and include the following: (a) a site plan; (b) elevations illustration all sides of structures facing public streets or spaces; (c) illustrations of all walls, fences, and other accessory structures and the indication of height and their associated materials; (d) elevation of proposed exterior permanent signs or other constructed

elements other than habitable space, if any; (e) illustrations of materials, texture, and colors to be used on all buildings, accessory structures, exterior signs; and (f) other architectural and engineering data as may be required. The procedures for review and approval are set forth in Section 9-603.

Aesthetic Review	
1.	The plans and specifications of the proposed project indicate that the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the project, surrounding area and cultural character of the community. **Analysis:** Staff finds the proposed townhomes includes architecture that is complementary to the diverse styles of architecture of the Town Center. The neutral complementary color scheme with design elements such as columns, a variety of angles and shapes of rooflines, and varying colors and facades of stucco throughout the multiple variations of units is in harmony with the surrounding area and already-approved aesthetics of the Seminole Crossing Townhomes. The buildings consist of stucco texture finish, vinyl lap siding, weathered wood shingle roof, wrought iron railings for the front porch, and neutral paint colors. The pavilions consist of stucco and weathered wood shingle roofing. The proposed townhome designs complement the surrounding area and cultural character of the community.
2.	The plans for the proposed project are in harmony with any future development which has been formally approved by the city within the surrounding area. **Analysis:** Staff finds that the townhome building adds to the visual appeal of the already-approved aesthetics in the surrounding area. The closest developments approved by the City Commission are the Learning Experience daycare and 7Brew coffee drive-through.
3.	The plans for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance: a. Front or side elevations; b. Size and arrangement of elevation facing the street, including reverse arrangement; or c. Other significant features of design such as, but not limited to materials, roof line, hardscape improvements, and height or design elements. **Analysis:** The proposed structures are designed to contribute and enhance the architectural styles that are typical of the surrounding area. This project represents a progressive addition to the City of Winter Springs. Significant design features include architectural design elements such as weathered

	wood shingle roofing, columns, front porches to include wrought iron fencing, and rear-loaded garages. Further, the pavilions consist of stucco and weathered wood shingle roofing with a proposed height of 10.3 ft. for both pavilions. The proposed townhome height of the building is 2 -story (34 ft.) and 3-story (43 ft.) tall, which is consistent with the approved townhome structures in the Town Center. The buildings' design features, colors, and materials are very similar to those used at the Seminole Crossing homes. This development will visually appear to be an extension of the existing Seminole Crossing townhomes.
4.	The plans for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design features deemed significant based upon commonly accepted architectural principles of the local community. **Analysis:** The proposed project enhances the character and overall aesthetics of the surrounding area. The Town Center of the City of Winter Springs is comprised of diverse architectural styles; therefore, all proposed buildings taken as a group demonstrate commonly accepted architectural principles of the local community. The corner townhome units with three stories represent an upscale product that will enhance the character of the other buildings in this extension of the Seminole Crossing townhomes project and the upgraded landscaping in the Michael Blake Boulevard roundabout. It should be noted that a condition of approval for the Learning Experience daycare is that the internally-lit wall sign facing Lot 4 must be turned off when the daycare facility is not open. There are no monument signs proposed for the Learning Experience or the 7Brew Coffee shop along the Sea Hawk Cove extension.
5.	The proposed project is consistent and compatible with the intent and purpose of this article, the Comprehensive Plan for Winter Springs, design criteria adopted by the city (e.g. Towne Center guidelines, SR 434 design specifications) and other applicable federal, state or local laws. **Analysis:** The proposed development is consistent and compatible with the intent and purpose of this article, designed to enhance the Town Center district as all proposed buildings taken as a group demonstrate commonly accepted architectural principles of the local community. This project is also compatible with the Comprehensive Plan.
6.	The proposed project has incorporated significant architectural enhancements such as concrete masonry units with stucco, wrought iron, columns and piers, porches, arches, planting areas, display windows, and other distinctive design features detailing and promoting the character of the community. **Analysis:** The project significantly meets the standards, with the buildings' primary exterior consisting of stucco and vinyl lap siding with a neutral

	complementary color scheme. The townhomes' other distinctive design features include weathered wood shingle roofing, columns, front porches to include wrought iron fencing, and rear-loaded garages. Additional features include two (2) pavilions which one (1) is proposed to be located in the pocket park and one (1) in the corner plaza, with both consisting of stucco and weathered wood shingle roofing. The proposed building represent a positive addition to the City of Winter Springs, and are of high quality, unique design that are harmonious with its surroundings and will add value to the proposed location. The proposed project is designed to contribute significantly to the quality architectural styles that are typical of the Town Center and the surrounding area.

Procedural History:	
September 3, 2025	Pre-Application Meeting
November 12, 2025	Community Workshop
January 12, 2026	City Commission | Hearing on Aesthetic Review.

Applicable Law, Public Policy, and Events:

Florida Statutes 163.2511-163.3246: Growth Policy; County and Municipal Planning; Land Development Regulation (Provides that land development regulations for municipal planning be consistent with the Comprehensive Plan).

Home Rule Powers

Code of Ordinances City of Winter Springs.

Section 20-1. Definitions.

STAFF RECOMMENDATION

Staff recommends that the City Commission recommend approval of the Aesthetic Review for the Lot 4 Townhomes at The Blake Commons.

Attachments:

Figure "1" – Community Workshop Flyer
Figure "2" – Community Workshop Attendance Sheet
Figure "3" – Townhome Architectural Elevations
Figure "4" – Corner Townhome Architectural Elevations
Figure "5" – Townhome Renderings
Figure "6"– Pavilion Elevations
Figure "7" – Playground Exhibits
Figure "8" – Aesthetic Review Application

Lot 4 -Townhomes at Blake Commons

City Commission

Jenale Garnett, MURP, MPA

Senior Planner

Background

Lot 4 -Townhomes at Blake Commons
AERV-2025-0010

Property Address: 1260 E State Road 434, Winter Springs, FL 32708 (± 4.58 acres)

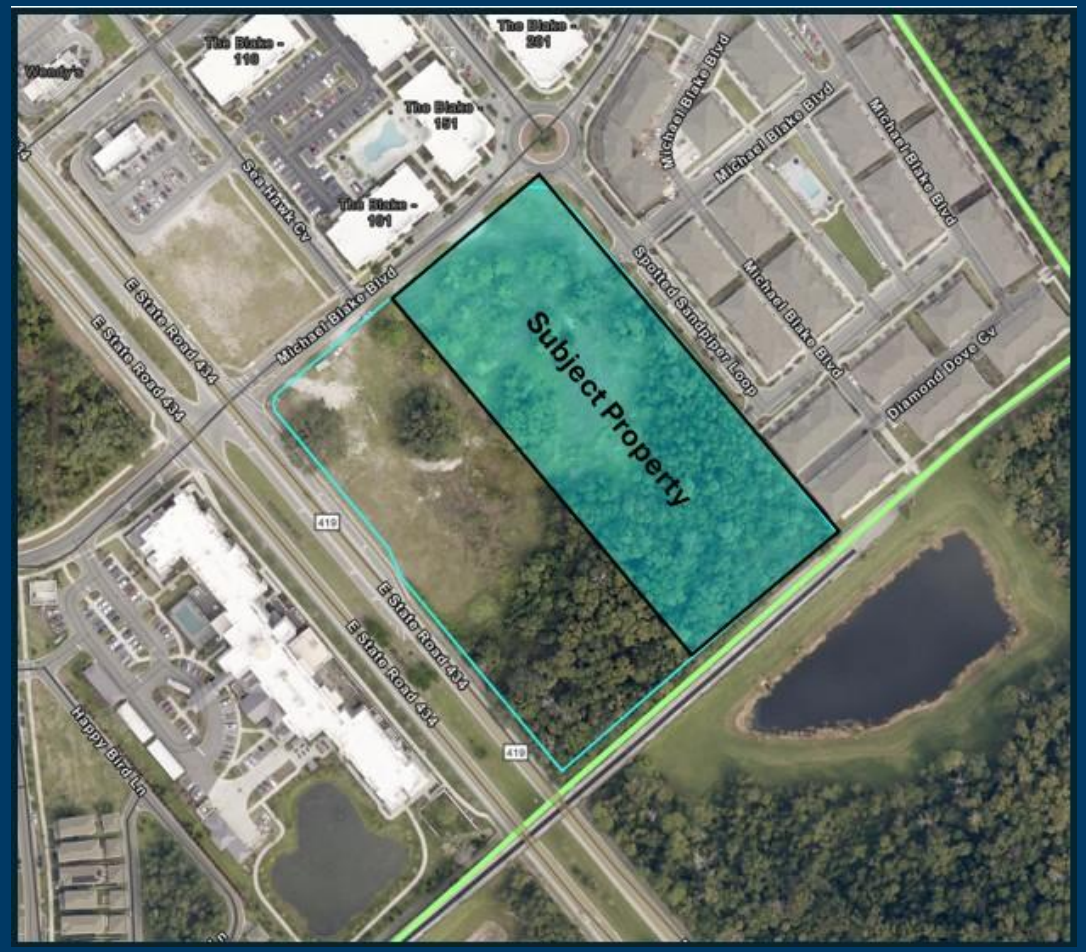
Parcel ID: 26-20-30-5AR-0A00-007L

September 3, 2025: Preapplication Meeting (PREM-2025-0027)

September 23, 2025:
Aesthetic Application (AERV-2025-0010)

November 10, 2025: Public Notice Letters
November 12, 2025: Public Notice Signage

Applicant: James Herbert, E.I.\NV5



AGENDA ITEM
401

City Commission

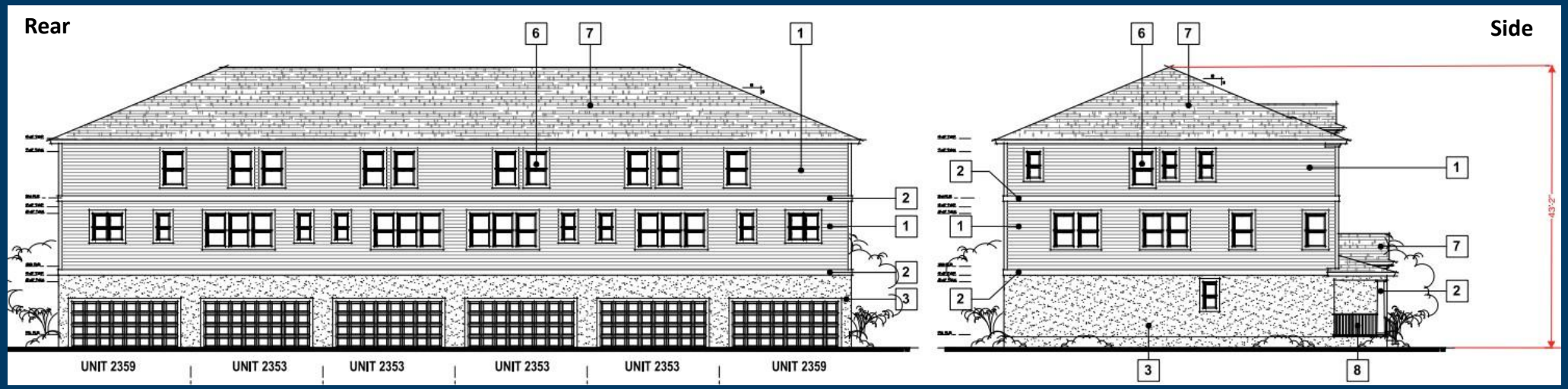
January 12, 2026

Background

- Located at corner of State Road 434 and Michael Blake Blvd.
- Proposal is to consider an Aesthetic Review in order to construct a future 85 townhome project in The Blake Commons that will contain:
  - three-story townhomes (43 ft. tall)
  - two-story townhomes (34 ft. tall)
  - corner townhome (43 ft. tall)
  - 2 pavilions (10.3 ft. tall) located in corner plaza
- Property is zoned Town Center District, T-5 Transect.
- Community Workshop was held on November 12, 2025: no objections raised by citizens regarding the proposed aesthetics of the townhomes and gazebos

Elevations: Three-Story





Lot 4 -Townhomes at Blake Commons
AERV-2025-0010

AGENDA ITEM
401

City Commission

January 12, 2026

Renderings: Three-Story







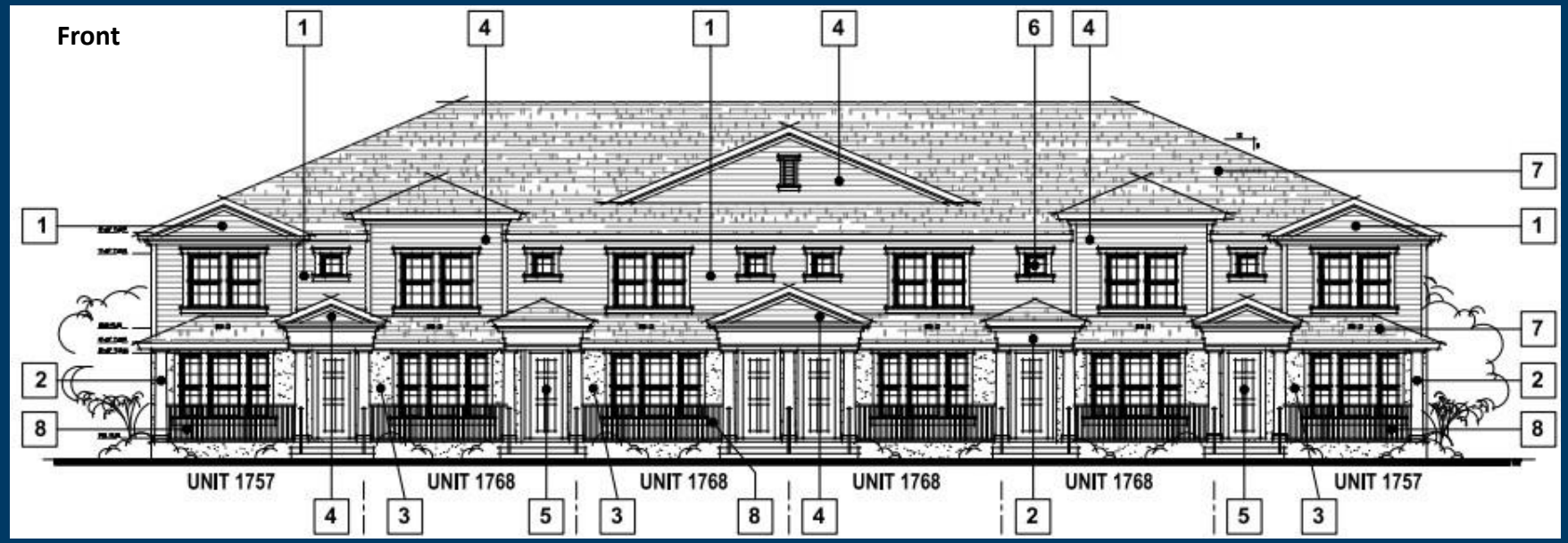
Lot 4 -Townhomes at Blake Commons
AERV-2025-0010

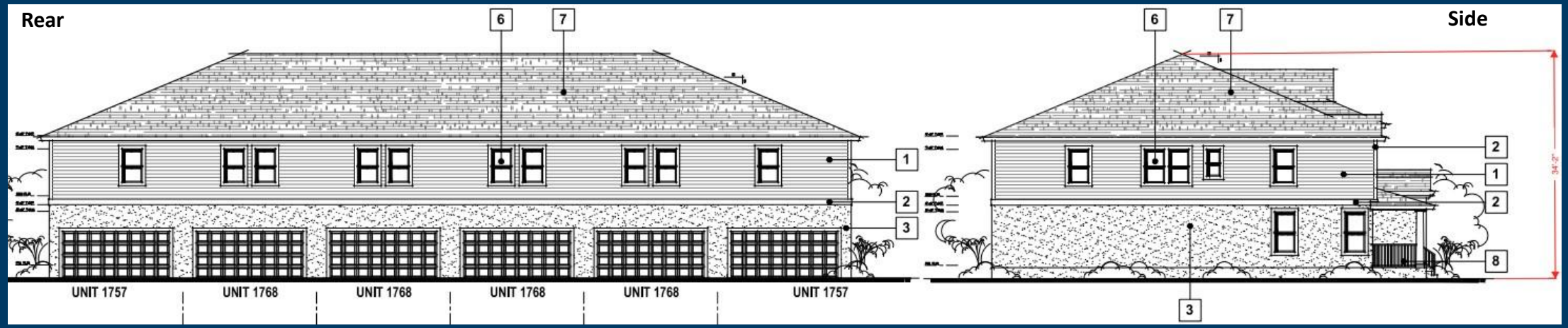
AGENDA ITEM
401

City Commission

January 12, 2026

Elevations: Two-Story





Lot 4 -Townhomes at Blake Commons
AERV-2025-0010

AGENDA ITEM
401

City Commission

January 12, 2026

Renderings: Two-Story







Lot 4 -Townhomes at Blake Commons
AERV-2025-0010

AGENDA ITEM 401

City Commission

January 12, 2026

Elevations: Corner Townhome

Lot 4 -Townhomes at Blake Commons
AERV-2025-0010





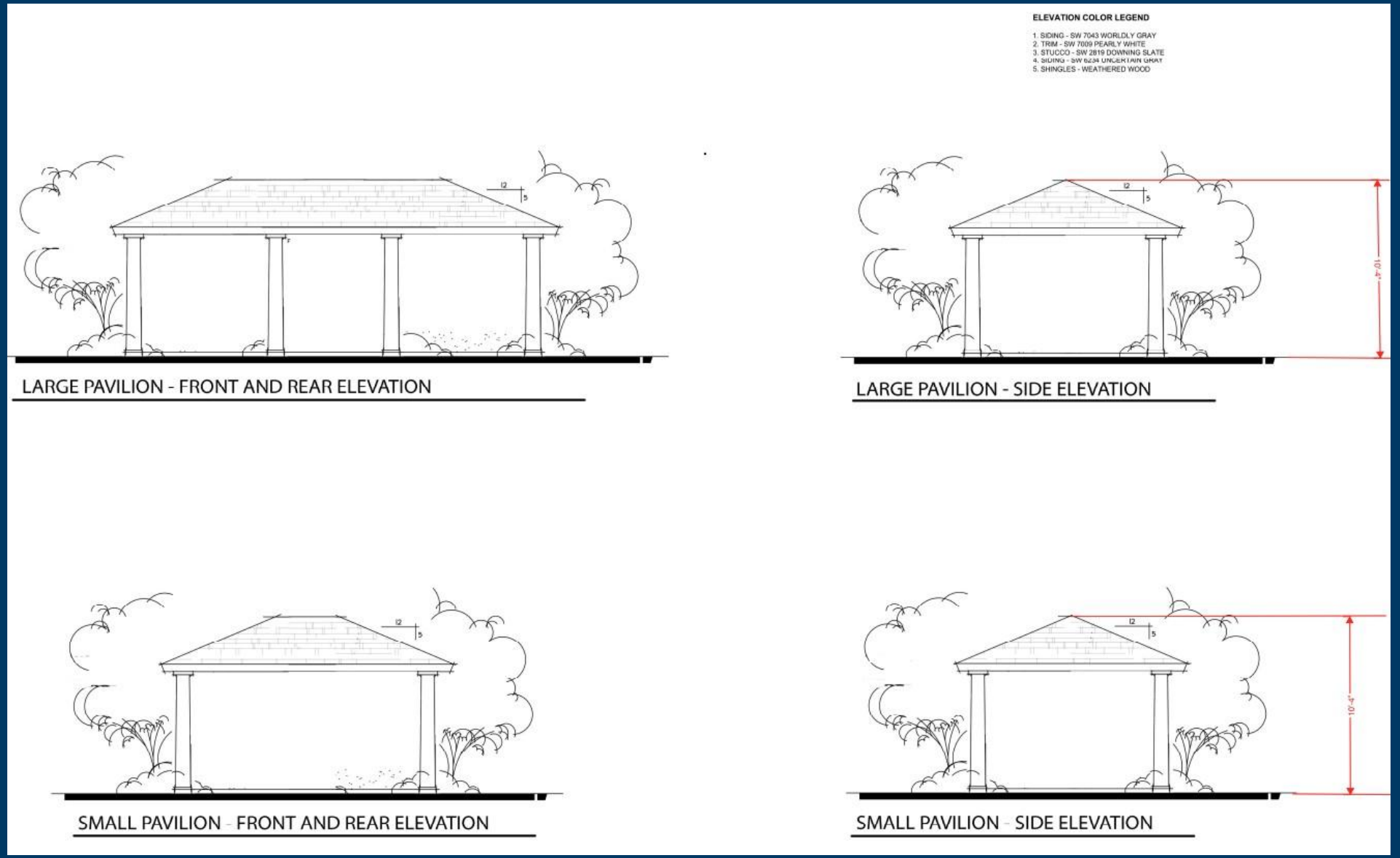


AGENDA ITEM
401

City Commission

January 12, 2026

Pavilion Specifications



Lot 4 -Townhomes at Blake Commons
AERV-2025-0010

AGENDA ITEM
401

City Commission

January 12, 2026

Staff Recommendation

Staff recommends the City Commission approve AERV-2025-0010 (Aesthetic Review) for the Lot 4 Townhomes at The Blake Commons.

Lot 4 -Townhomes at Blake Commons
AERV-2025-0010

AGENDA ITEM
401

City Commission

January 12, 2026

ANY QUESTIONS?

COMMUNITY DEVELOPMENT

COMMUNITY WORKSHOP

Date: November 12, 2025 @ 6:00 P.M.

Location: The Foundry Church – Classroom 2
1491 E. State Road 434, Winter Springs, FL 32708

Community Workshop to consider an Aesthetic Review in order to construct a future 85 townhome project in The Blake Commons within the Town Center District on the subject site.



Project: Lot 4 – Townhomes at The Blake Commons

Location: NE corner of E. State Road 434 and Michael Blake Blvd.
Parcel ID: 26-20-30-5AR-0A00-007L
Acreage: ± 4.58-acre project (±8.03-acre parcel)
Zoning: Town Center District (T5)
Future Land Use: Town Center (TC)
Applicant/Presenter: James Herbert, NV5

COMMUNITY WORKSHOP SIGN-IN SHEET

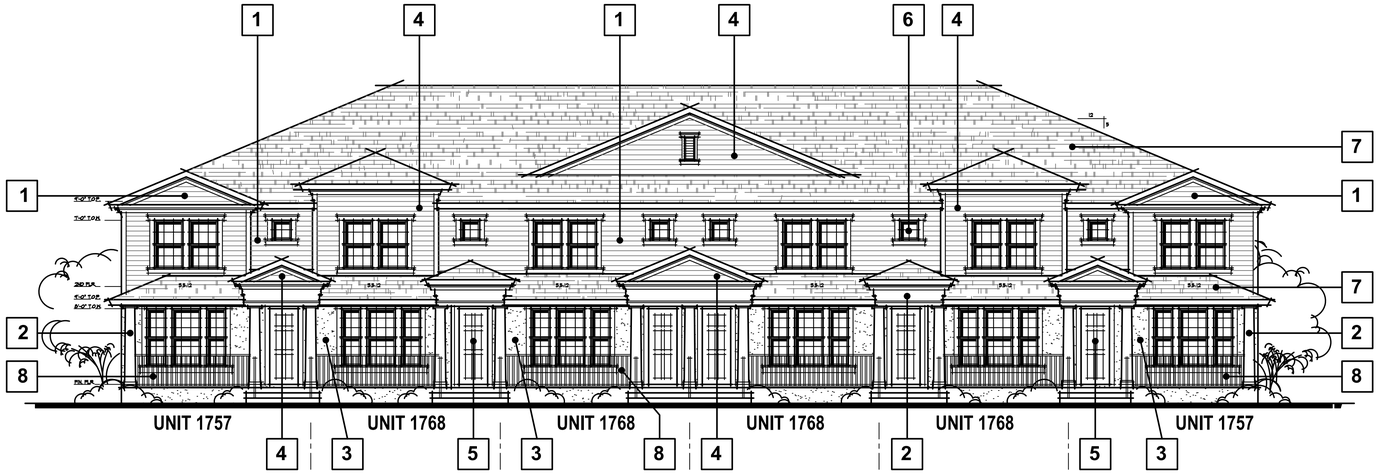
PROJECT NAME: Lot 4 Townhomes at The Blake Commons (Aesthetic Review)

MEETING LOCATION & DATE: The Foundry Church (Classroom #2) – November 12, 2025

NAME	MAILING ADDRESS (STREET, CITY, ZIP)	E-MAIL ADDRESS
1. Kim Nouns	705 Tioga Court, Winter Springs, FL 32708	knouns04@gmail.com
2. Gina + Jeff Shafer	Winter Springs Village	—
3. Rebecca Maish	Howell Creek Reserve	rmdisp09-winterSprings@yahoo.com
4. Dimme Flottemesch	1277 Spotted Sandpiper Loop, WS	dflottemesch@hotmail.com
5. Frank Porter, NVS	6200 Lee Vista Blvd, Ste 400, Orlando, FL 32822	frank.porter@nvs.com
6. James Herbert, NVS	" "	james.herbert@nvs.com
7.		
8. Jenale Garnett	1126 SR 434, City Hall	jgarnett@winterspringsfl.org
9. CHRIS WRENN	8529 South Park Circle suite 130 orlando, FL 32819	chris.wrenn@dreamfindershomes.com
10. TATIANA ROSS	" "	tatiana.ross@dreamfindershomes.com.
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

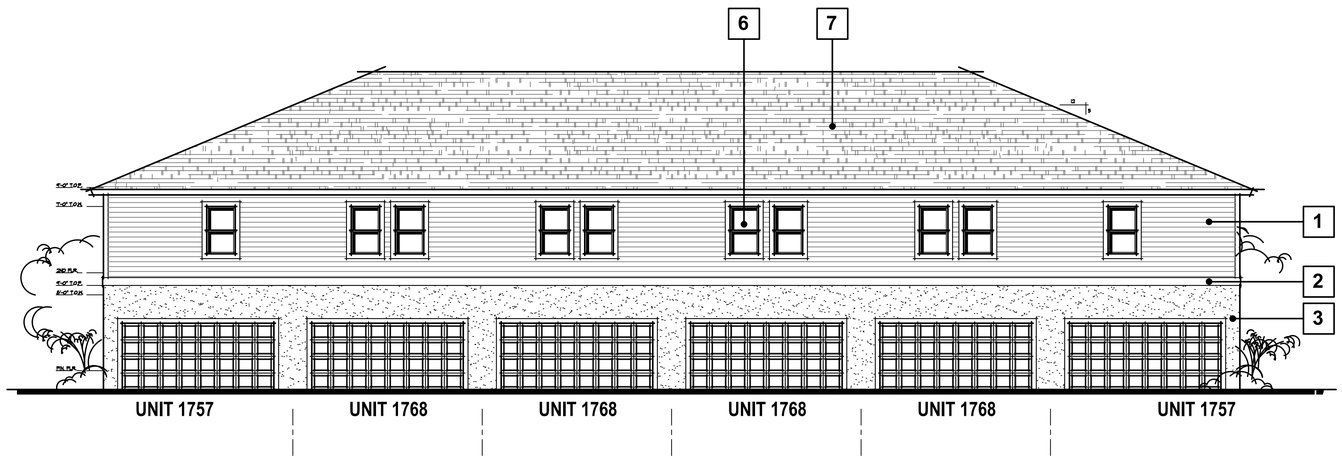
ELEVATION COLOR LEGEND

1. SIDING - SW7043 WORLDLY GRAY
2. TRIM - SW7009 PEARLY WHITE
3. STUCCO - SW2819 DOWNING SLATE
4. SIDING - SW6234 UNCERTAIN GRAY
5. DOOR/ACCENT - SW7020 BLACK FOX
6. WINDOWS - BRONZE
7. SHINGLES - WEATHERED WOOD
8. 2 3/4" DIA. WROUGHT IRON RAILING. BRONZE FINISH



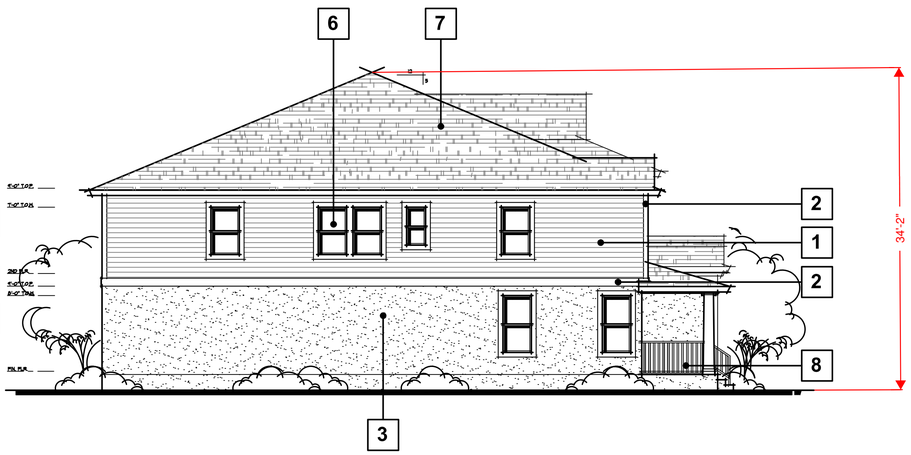
BUILDING TYPE 1 - FRONT ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE 1 - REAR ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE 1 - SIDE ELEVATIONS

SCALE: 1/8" = 1'-0"

HOUSING DESIGN MATTERS

HOUSING DESIGN MATTERS
11512 LAKE MEAD AVENUE
SUITE 102
JACKSONVILLE, FL 32256
TELEPHONE 904.572.1505

DERYL L. PATTERSON

FL LIC. No. AR11419

DREAM FINDERS

WINTER SPRING
TOWNHOMES AND AMENITY BUILDINGS

SUBMITTAL SET
NOT VALID UNLESS WET SIGNATURE AND RAISED SEAL

	07.15.19 REVISED
	07.31.19 REVISED

PROJECT :	18010
DRAWN BY:	ZS
DATE:	06.18.19

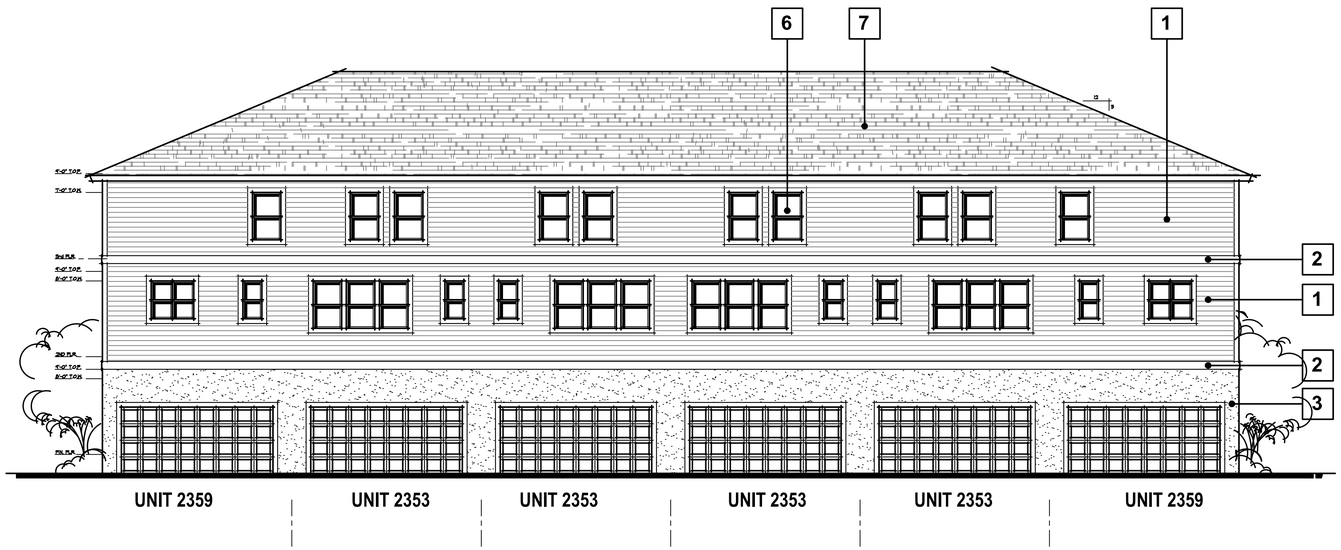
Building Type 1 Elevations

AA2.3



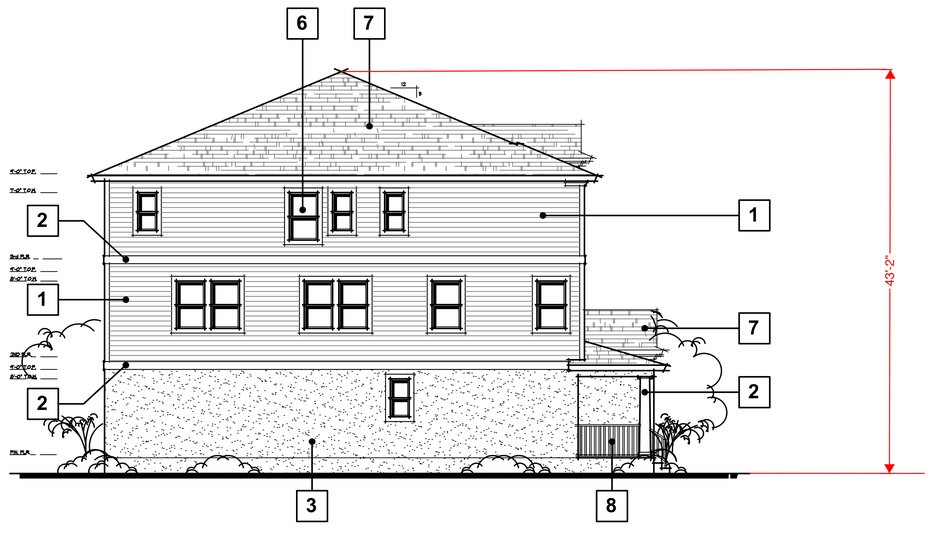
BUILDING TYPE 2 - FRONT ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE 2 - REAR ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE 2 - SIDE ELEVATIONS

SCALE: 1/8" = 1'-0"

ELEVATION COLOR LEGEND

1. SIDING - SW7043 WORLDLY GRAY
2. TRIM - SW7009 PEARLY WHITE
3. STUCCO - SW2819 DOWNING SLATE
4. SIDING - SW6234 UNCERTAIN GRAY
5. DOOR/ACCENT - SW7020 BLACK FOX
6. WINDOWS - BRONZE
7. SHINGLES - WEATHERED WOOD
8. 2 3/4" DIA. WROUGHT IRON RAILING. BRONZE FINISH

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Building Type 2 Elevations

AA3.4

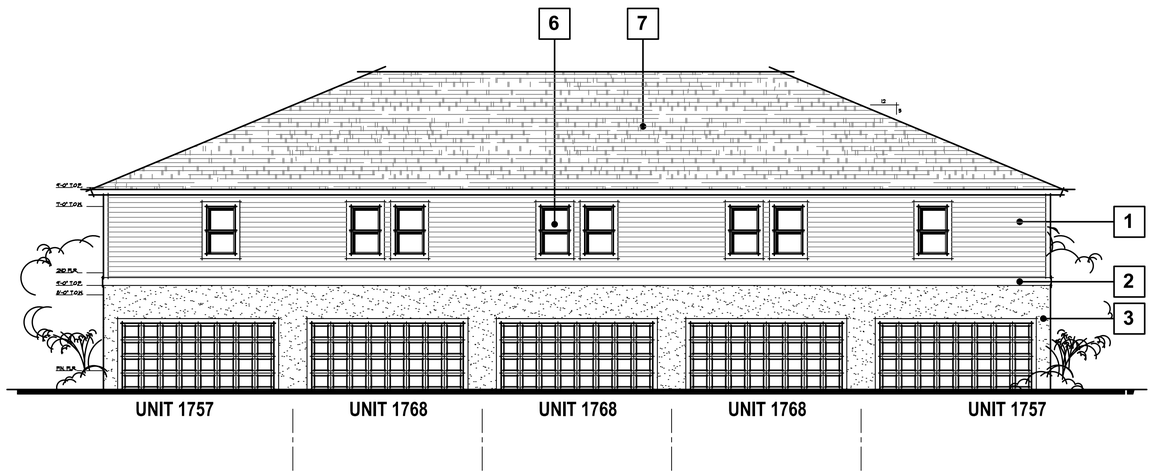
ELEVATION COLOR LEGEND

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2. TRIM - SW7009 PEARLY WHITE
3. STUCCO - SW2819 DOWNING SLATE
4. SIDING - SW6234 UNCERTAIN GRAY
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8. 2 3/4" DIA. WROUGHT IRON RAILING. BRONZE FINISH



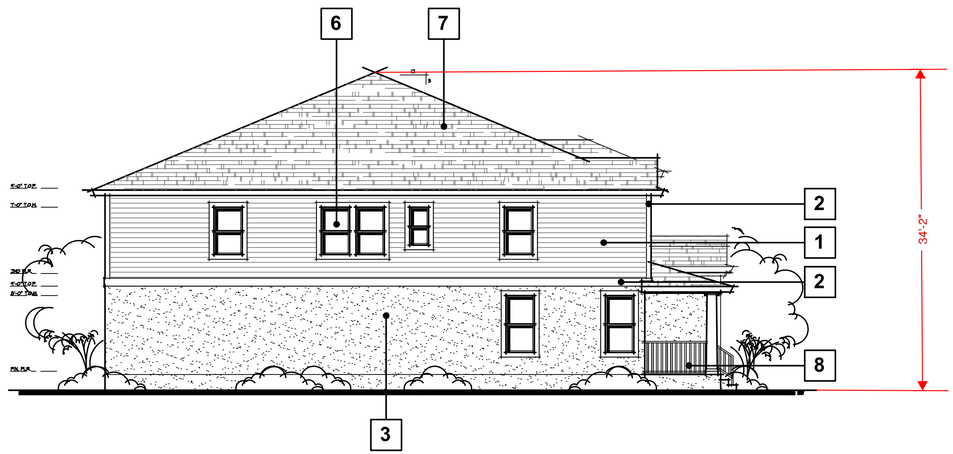
BUILDING TYPE 3 - FRONT ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE 3 - REAR ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE 3 - SIDE ELEVATIONS

SCALE: 1/8" = 1'-0"

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FL LIC. No. AR11419

DREAM FINDERS
WINTER SPRING
TOWNHOMES AND AMENITY BUILDINGS

SUBMITTAL SET
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	07.31.19 REVISED

PROJECT :	18010
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DATE:	06.18.19

Building Type 3 Elevations

AA4.3

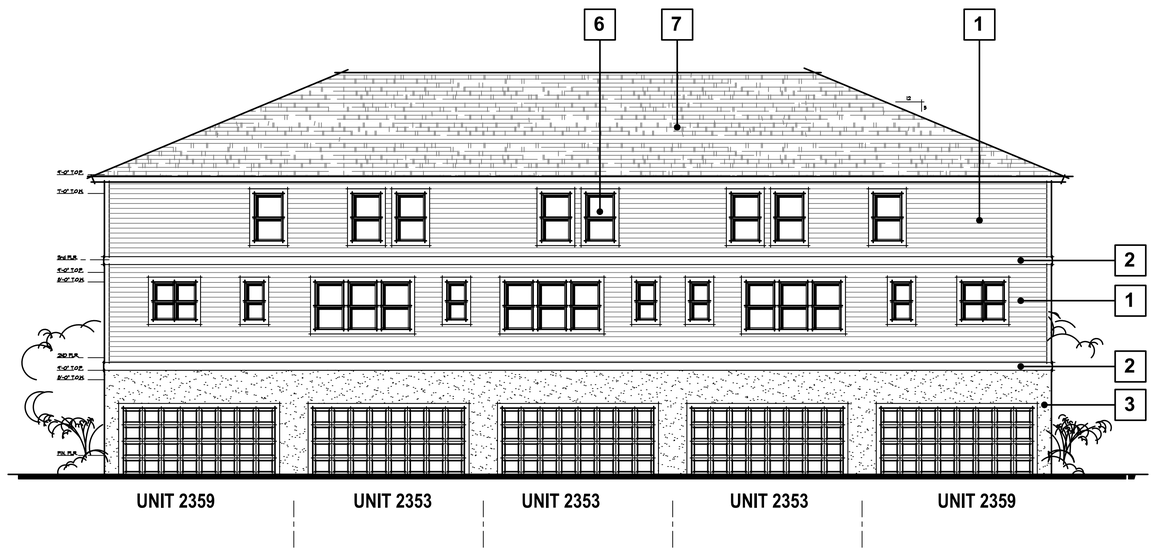
ELEVATION COLOR LEGEND

1. SIDING - SW7043 WORLDLY GRAY
2. TRIM - SW7009 PEARLY WHITE
3. STUCCO - SW2819 DOWNING SLATE
4. SIDING - SW6234 UNCERTAIN GRAY
5. DOOR/ACCENT - SW7020 BLACK FOX
6. WINDOWS - BRONZE
7. SHINGLES - WEATHERED WOOD
8. 2 3/4" DIA. WROUGHT IRON RAILING. BRONZE FINISH



BUILDING TYPE 4 - FRONT ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE 4 - REAR ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE 4 - SIDE ELEVATIONS

SCALE: 1/8" = 1'-0"

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Building Type 4 Elevations

AA5.4

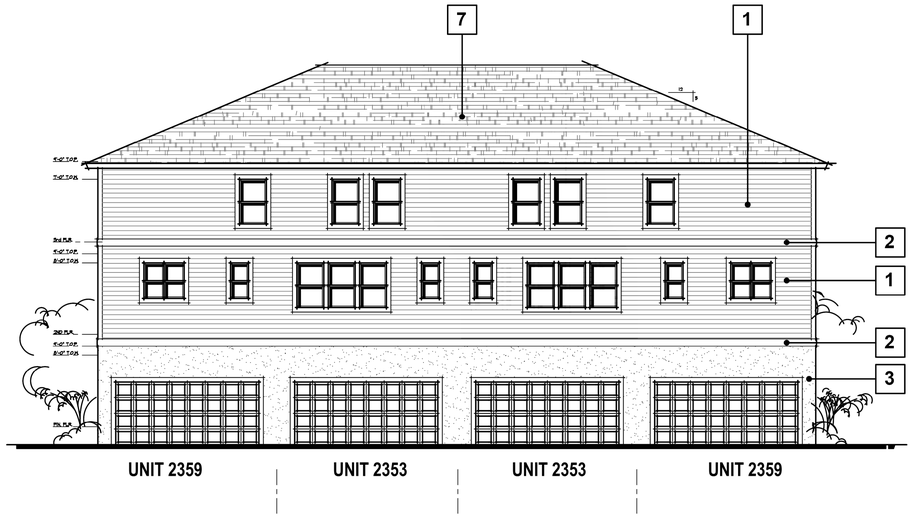
ELEVATION COLOR LEGEND

1. SIDING - SW7043 WORLDLY GRAY
2. TRIM - SW7009 PEARLY WHITE
3. STUCCO - SW2819 DOWNING SLATE
4. SIDING - SW6234 UNCERTAIN GRAY
5. DOOR/ACCENT - SW7020 BLACK FOX
6. WINDOWS - BRONZE
7. SHINGLES - WEATHERED WOOD
8. 2 3/4" DIA. WROUGHT IRON RAILING. BRONZE FINISH



BUILDING TYPE 5 - FRONT ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE 5 - REAR ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE 5 - SIDE ELEVATIONS

SCALE: 1/8" = 1'-0"

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DREAM FINDERS

WINTER SPRING
TOWNHOMES AND AMENITY BUILDINGS

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Building Type 4 Elevations

AA5.4

ELEVATION COLOR LEGEND
1. SIDING - SW7043 WORLDLY GRAY
2. TRIM - SW7009 PEARLY WHITE
3. STUCCO - SW2819 DOWNING SLATE
4. SIDING - SW6234 UNCERTAIN GRAY
5. DOOR/ACCENT - SW7020 BLACK FOX
6. WINDOWS - BRONZE
7. SHINGLES - WEATHERED WOOD
8. 2 3/4" DIA. WROUGHT IRON RAILING. BRONZE FINISH



BUILDING TYPE 7 - ELEVATION 'A'

SCALE: 1/8" = 1'-0"



BUILDING TYPE 7 - ELEVATION 'B'

SCALE: 1/8" = 1'-0"



BUILDING TYPE 7 - ELEVATION 'C'

SCALE: 1/8" = 1'-0"

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DREAM FINDERS
WINTER SPRINGS
TOWNHOMES AND AMENITY BUILDINGS

SUBMITTAL SET
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PROJECT :	18010
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DATE:	06.18.19

Building Type 7 Elevations

AA8.4

ELEVATION COLOR LEGEND

1. SIDING - SW7043 WORLDLY GRAY
2. TRIM - SW7009 PEARLY WHITE
3. STUCCO - SW2819 DOWNING SLATE
4. SIDING - SW6234 UNCERTAIN GRAY
5. DOOR/ACCENT - SW7020 BLACK FOX
6. WINDOWS - BRONZE
7. SHINGLES - WEATHERED WOOD
8. 2 3/4" DIA. WROUGHT IRON RAILING. BRONZE FINISH



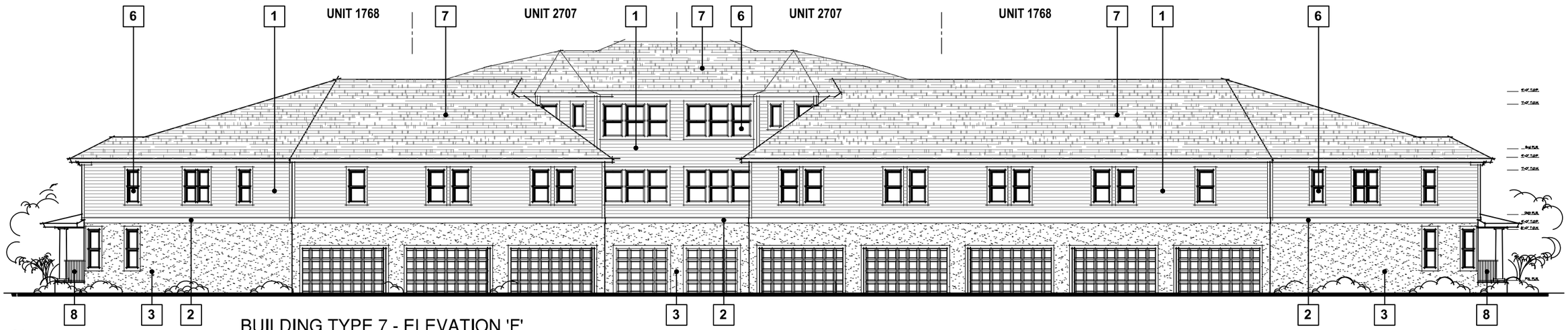
BUILDING TYPE 7 - ELEVATION 'D'

SCALE: 1/8" = 1'-0"



BUILDING TYPE 7 - ELEVATION 'E'

SCALE: 1/8" = 1'-0"



BUILDING TYPE 7 - ELEVATION 'F'

SCALE: 1/8" = 1'-0"

HOUSING DESIGN MATTERS

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DERYL L. PATTERSON

FL LIC. No. AR11419

DREAM FINDERS

WINTER SPRING
TOWNHOMES AND AMENITY BUILDINGS

SUBMITTAL SET NOT VALID UNLESS WET SIGNATURE AND RAISED SEAL	
	07.15.19 REVISED
	07.31.19 REVISED

PROJECT :	18010
DRAWN BY:	ZS
DATE:	06.18.19

Building Type 7 Elevations

AA8.5

ELEVATION COLOR LEGEND

1. SIDING - SW7043 WORLDLY GRAY
2. TRIM - SW7009 PEARLY WHITE
3. STUCCO - SW2819 DOWNING SLATE
4. SIDING - SW6234 UNCERTAIN GRAY
5. DOOR/ACCENT - SW7020 BLACK FOX
6. WINDOWS - BRONZE
7. SHINGLES - WEATHERED WOOD
8. 2 3/4" DIA. WROUGHT IRON RAILING. BRONZE FINISH



BUILDING TYPE 7 - ELEVATION 'G'

SCALE: 1/8" = 1'-0"



BUILDING TYPE 7 - ELEVATION 'H'

SCALE: 1/8" = 1'-0"

HOUSING DESIGN MATTERS

HOUSING DESIGN MATTERS
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TELEPHONE 904.572.1505

DERYL L. PATTERSON

FL LIC. No. AR11419

DREAM FINDERS

WINTER SPRING
TOWNHOMES AND AMENITY BUILDINGS

SUBMITTAL SET
NOT VALID UNLESS WET
SIGNATURE AND RAISED SEAL

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PROJECT :	18010
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Building Type 7 Elevations

AA8.6



3-Unit 2-Story Colonial- Side Elevation



3-Unit 2-Story Colonial- Front Elevation



3-Unit 2-Story Colonial- Rear Elevation

DREAM FINDERS
THE MARK OF A QUALITY HOME

WINTER SPRING TH
18011-4
AA26002897
07-31-19
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HOUSING DESIGN MATTE251



4-Unit 2-Story Colonial- Side Elevation



4-Unit 2-Story Colonial- Front Elevation



4-Unit 2-Story Colonial- Rear Elevation

DREAM FINDERS
THE MARK OF A QUALITY HOME

WINTER SPRING TH
18011-4
AA26002897
07-31-19
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HOUSING DESIGN MATTE 252



5-Unit 2-Story Colonial- Side Elevation



5-Unit 2-Story Colonial- Front Elevation



5-Unit 2-Story Colonial- Rear Elevation

DREAM FINDERS
THE MARK OF A QUALITY HOME

WINTER SPRING TH
18011-4
AA26002897
07-31-19
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HOUSING DESIGN MATTE 253



6-Unit 2-Story Colonial- Side Elevation



6-Unit 2-Story Colonial- Front Elevation



6-Unit 2-Story Colonial- Rear Elevation

DREAM FINDERS
THE MARK OF A QUALITY HOME

WINTER SPRING TH
18011-4
AA26002897
07-31-19
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HOUSING DESIGN MATTE254



5-Unit 3-Story Colonial- Side Elevation



5-Unit 3-Story Colonial- Front Elevation



5-Unit 3-Story Colonial- Rear Elevation

DREAM FINDERS
THE MARK OF A QUALITY HOME

WINTER SPRING TH
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AA26002897
07-31-19
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HOUSING DESIGN MATTE255



6-Unit 3-Story Colonial- Side Elevation



6-Unit 3-Story Colonial- Front Elevation



6-Unit 3-Story Colonial- Rear Elevation

DREAM FINDERS
THE MARK OF A QUALITY HOME

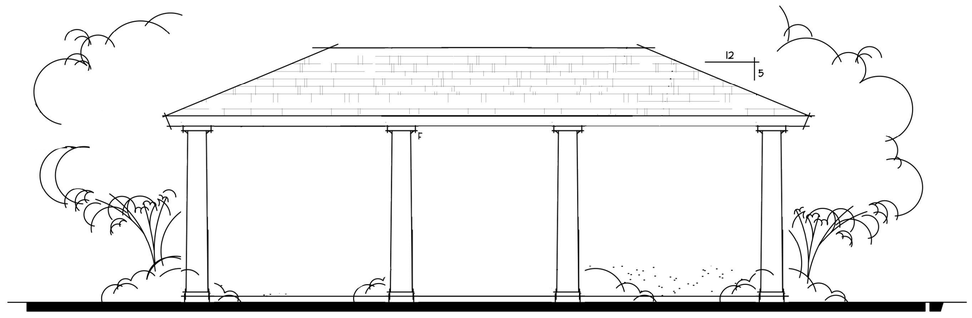
WINTER SPRING TH
18011-4
AA26002897
07-31-19
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HOUSING DESIGN MATTE256

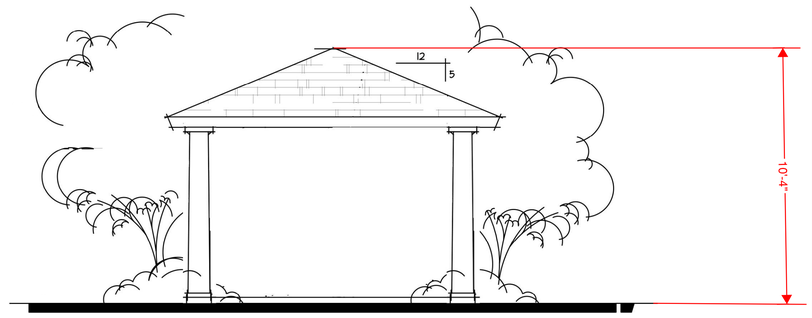
Note: Mailbox Cluster to match existing provided in Seminole Crossings.

ELEVATION COLOR LEGEND

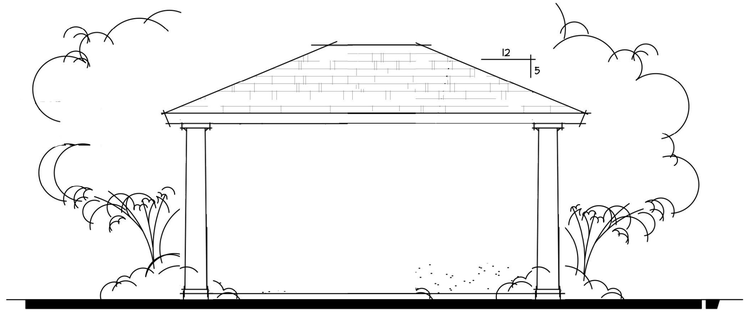
1. SIDING - SW 7043 WORLDLY GRAY
2. TRIM - SW 7009 PEARLY WHITE
3. STUCCO - SW 2819 DOWNING SLATE
4. SIDING - SW 6234 UNCERTAIN GRAY
5. SHINGLES - WEATHERED WOOD



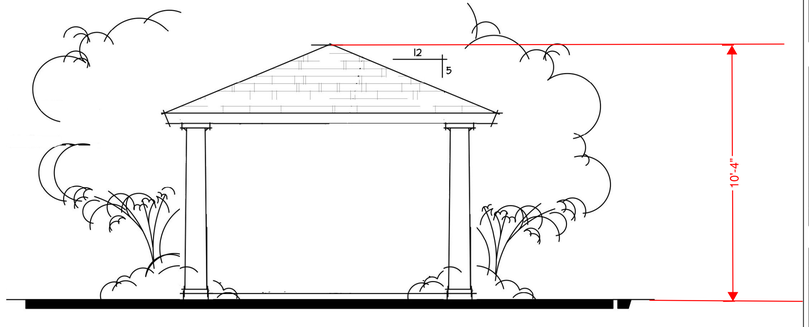
LARGE PAVILION - FRONT AND REAR ELEVATION



LARGE PAVILION - SIDE ELEVATION



SMALL PAVILION - FRONT AND REAR ELEVATION



SMALL PAVILION - SIDE ELEVATION

HOUSING DESIGN MATTERS

HOUSING DESIGN MATTERS
11512 LAKE MEAD AVENUE
SUITE 102
JACKSONVILLE, FL 32256
TELEPHONE 904.572.1505

DERYL L. PATTERSON

FL LIC. No. AR11419

DREAM FINDERS

WINTER SPRING
TOWNHOMES AND AMENITY BUILDINGS

SUBMITTAL SET
NOT VALID UNLESS WET
SIGNATURE AND RAISED SEAL

PROJECT :	18010
DRAWN BY:	ZS
DATE:	06.18.19

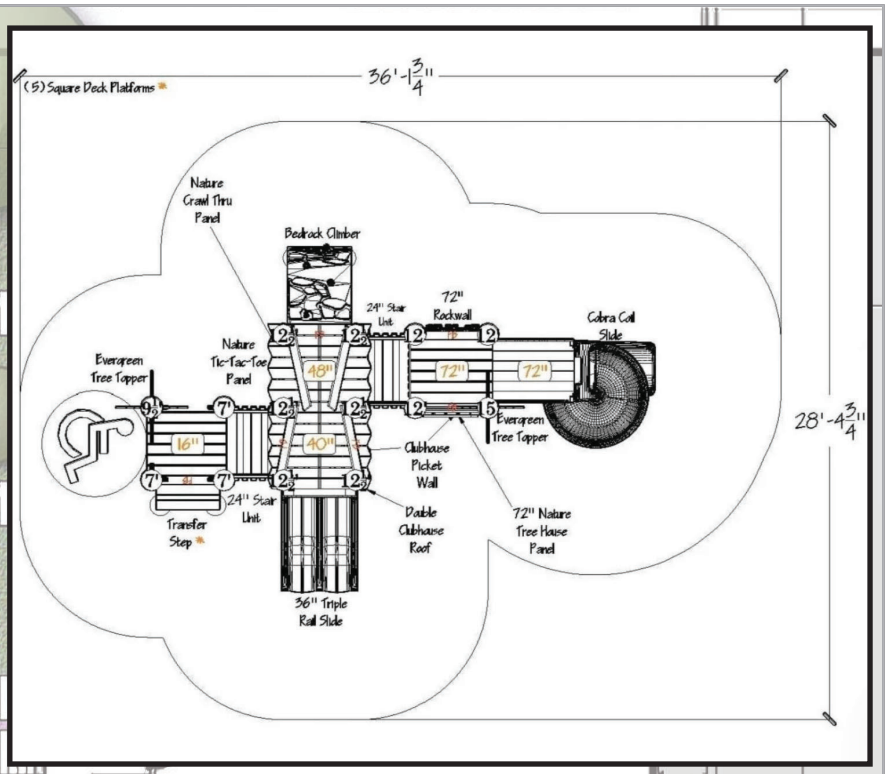
Amenity Building

AA1.1

Overall Dimensions

- Structure made from 100% recycled plastic
- 100% recycled rubber play surface





Example Photographs







3-D Model



Note: All graphics presented are conceptual pending engineering, architectural, and regulatory review.

Playground Exhibits
Timucua Crossings

not to scale 2025.10.28

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Aesthetic Review

The Community Development Director 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 Chapter 9–Aesthetic Review Sec.9-605. All applications shall be reviewed for sufficiency (completeness) within thirty (30) calendar days per FL Statue 166.033. Once the application is deemed sufficient, the applicant shall move forward with the Community Workshop, required per Chapter 20–Zoning Sec.20-29.1.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Conditional Use is quasi-judicial in nature. Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with Chapter 2 – Administration Sec. 2-30 of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Aesthetic Review recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Aesthetic Review and may impose reasonable conditions on any approved Aesthetic Review to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 9, Aesthetic Review Standards. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

An Aesthetic Review Approval by the City Commission under this article shall be valid for a maximum of eighteen (18) months from the date the city commission renders its approval at a public meeting. If the applicant fails to obtain a building permit within the eighteen (18) month period, the city commission's approval shall expire at the end of the period. However, once a building permit is issued, the approval shall be valid for a time period equal to the permit and shall expire only if the building permit expires. Reasonable extensions may be granted by the city commission upon good cause shown by the applicant, provided substantial changes have not occurred in the surrounding area that would make the prior approval inconsistent with the criteria set forth in Chapter 9-Aesthetic Review Sec.9-9603

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Aesthetic Review

REQUIRED INFORMATION

Applicant(s):	Tatiana Ross - Dream Finders Homes Date: 7-8-25
Mailing address:	8529 Southpark Circle, Suite 130, Orlando, FL 32819
Email:	tatiana.ross@dreamfindershomes.com
Phone Number:	(413) 539-7694
Property Owner(s):	Mark Mechlowitz - TUSKAWILLA RETAIL PARTNERS II LLC
Mailing Address:	880 Glenwood Avenue, Suite H, Atlanta, GA 30316
Email:	MarkM@catalystdp.com
Phone Number:	(678) 666-1282
Project Name:	Lot 4 -Townhomes at Blake Commons
Property Address:	SR 434 & Michael Blake Blvd. Winter Springs, FL 32708
Parcel ID(s):	26-20-30-5AR-0A00-007L
Parcel Size:	4.58 AC
Existing Use:	Vacant Land

List all witnesses that the applicant intends to present to the City Commission to provide testimony:

Tatiana Ross: Applicant

Deisy Brennan: Architectural Manager

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

The submittal will include the following items to meet the requirements of the application:

Topographic Survey, Site Plan, Building Elevations, and Materials/Color Palettes.

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.

Criteria for Review

1. The plans and specifications of the proposed project indicate that the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the particular proposal, surrounding area and cultural character of the community.
2. The plans for the proposed project are in harmony with any future development which has been formally approved by the City within the surrounding area.
3. The plans for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance:
    a. Front or side elevations;
    b. Size and arrangement of elevation facing the street, including reverse arrangement; or
    c. Other significant features of design such as, but not limited to: materials, roof line, hardscape improvements, and height or design elements.
4. The plans for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design features deemed significant based upon commonly accepted architectural principles of the local community.
5. The proposed project is consistent and compatible with the intent and purpose of this article, the Comprehensive Plan for Winter Springs, design criteria adopted by the City (e.g. Town Center guidelines, SR 434 design specifications) and other applicable federal, state or local laws.
6. The proposed project has incorporated significant architectural enhancements such as concrete masonry units with stucco, marble, termite-resistant wood, wrought iron, brick, columns and piers, porches, arches, fountains, planting areas, display windows, and other distinctive design detailing and promoting the character of the community.

REQUIRED DOCUMENTATION

✔ A complete Application and applicable fee

___ Minor (Site less than 2 acres)

___ Major (Site greater than 2 acres)

___ Modification of previously approved Aesthetic Review

✔ A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).

___ Site Plan

___ Building Elevations (color) illustrating all sides of structures

___ Color rendering illustrating street view with landscaping at time of planting;

___ Illustrations of all walls, fences, and other accessory structures and indication of their height and the materials proposed for their construction;

___ Signage elevations of proposed exterior permanent signs, outdoor advertising or other constructed elements other than habitable space, if any;

___ Identification of materials, textures, and colors to be used on all buildings, accessory structures, exterior signs, and other constructed elements;

___ Other architectural and engineering data as may be requested to clarify the application.

___ For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 – Zoning Sec.20.29 Applications (7) – (11).

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings.org

Application – Aesthetic Review

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for an Aesthetic Review for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): Tatiana Ross

Applicant Signature: [signature] Date: 07/22/2025

Business Name: Dream Finders Homes

Address: SR 434 & Michael Blake Blvd. Winter Springs, FL 32708 Parcel ID: 26-20-30-5AR-0A00-007L

STATE OF FL COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 22 day of July, 2025, by Tatiana Ross who is personally known to me or who has produced N/A as identification and who did/did not take an oath.

Christina Alexander Date: 07/22/2025 (seal)

Notary Public Signature: [signature]

My Commission Expires: 3.17.2028

Notary Public State of Florida
Christina Alexander
My Commission HH 504842
Expires 3/17/2028

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): Mark Mechlowitz - TUSKAWILLA RETAIL PARTNERS II LLC

Property Owner Signature: [signature] Date 7/21/2025

STATE OF FL COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 21 day of JULY, 2025, by MARK MECHLOWITZ who is personally known to me or who has produced — as identification and who did/did not take an oath.

CLAYTON CHEEK Date: 7/21/2025 (seal)

Notary Public Signature: [signature]

My Commission Expires: 11/1/2027

CLAYTON CHEEK NOTARY PUBLIC STEPHENS COUNTY GEORGIA EXPIRES NOVEMBER

PUBLIC HEARINGS AGENDA ITEM 402

CITY COMMISSION AGENDA | JANUARY 12, 2026 REGULAR MEETING

TITLE

Adoption of Resolution 2026-01: 1447 Bird Road Lot Split

SUMMARY

The Community Development Department requests that the City Commission review Resolution 2026-01, providing for the division of one originally platted lot owned by Damian Cardona and Kristin Cardona, located at 1447 Bird Road, Winter Springs, Florida 32708 (existing Parcel ID. 11-21-30-507-0000-0020) into two (2) resulting lots of record. Approval of Resolution 2026-01 will be subject to the conditions stated in the Resolution including the requirement for a Cross Access Easement to ensure access to Bird Road from the rear resulting lot.

FUNDING SOURCE

RECOMMENDATION

The Community Development Department recommends the City Commission approve adoption of Resolution 2026-01 providing for the division of 1447 Bird Road.

CONSENT AGENDA ITEM

CITY COMMISSION
MONDAY, JANUARY 12, 2026
REGULAR MEETING

TITLE

Adoption of Resolution 2026-01: 1447 Bird Road Lot Split.

SUMMARY

The Community Development Department requests that the City Commission review Resolution 2026-01, providing for the division of one originally platted lot owned by Damian Cardona and Kristin Cardona, located at 1447 Bird Road, Winter Springs, Florida 32708 (existing Parcel ID. 11-21-30-507-0000-0020) into two (2) resulting lots of record. Approval of Resolution 2026-01 will be subject to the conditions stated in the Resolution including the requirement for a Cross Access Easement to ensure access to Bird Road from the rear resulting lot.

General Information			
Applicant	Damian Cardona, Kristin Cardona		
Property Owner(s)	Damian Cardona, Kristin Cardona		
Location	1447 Bird Road, Winter Springs, FL 32708		
Tract Size	±2 Acres		
Parcel ID Number	11-21-30-507-0000-0020		
Zoning Designation	R-CI (Single-Family Dwelling District)		
FLUM Designation	RR (Residential Rural): Up to 1.0 dwelling unit/gross acre		
Adjacent Land Use	North: Vacant East: SFR		South: SFR West: Vacant
Minimum Lot Area	43, 560 sq. ft. (1 acre)		
Minimum Lot Width/Depth	120 ft.		
Setbacks	Front: 50 ft. minimum; Front / Corner Lots: 50 ft. minimum per side	Rear: 35 ft. minimum	Side: 20 ft. minimum

Development Standards	Lot Coverage 20% Minimum FAR is 1,600 sq. ft.
Development Permits	2022-00003377 (Building Residential New) RESD-2024-2346 (Pool Installation) RESD-2024-2505 (Fence Installation)
Code Enforcement	Not applicable
City Liens	Not applicable

Background Data:

The subject site is a 2.00-acre conforming lot of record located in the Tali's Crossing subdivision, as recorded on the plat thereof in Seminole County Plat Book 75, Page 11 , with access to Bird Road. The Tali's Crossing plat was approved by the City Commission on August 25, 2008, which subdivided approximately 9.08 acres into four lots. Each of the resulting lots in the Tali's Crossing plat was 2 acres or more in size. Lot 2 of the Tali's Crossing plat, the subject of this lot split application, is 2 acres in size. The remaining lots in Tali's Crossing plat are 2.53 acres (Lot 1), 2.0 acres (Lot 3), and 2.55 acres (Lot 4) in size. The subject property is located within the R-CI (Single-Family Dwelling District) zoning district with a Future Land Use (FLU) designation of Rural Residential. The subject property is exactly double the one (1) acre minimum lot size requirement for the R-CI zoning designation. Currently, there is a one-story 6,000 sq. ft. single-family home under construction in the east rear portion of the existing lot. The existing lot contains a 10 ft. wide drainage and utility easement surrounding the property, and a 175 ft. wide Florida Power Corporation easement within the front portion of the existing parcel.

The applicant is proposing to split the existing lot (Parcel ID. 11-21-30-507-0000-0020) into two (2) resulting one-acre lots of record. Each resulting lot of record would meet the minimum lot size (1 acre) and dimensional requirements (120 feet in width at the building line) of the R-CI zoning district and would also comply with maximum density requirements of 1.0 dwelling units per acre in the Rural Residential FLU. One of the proposed new lots will be vacant and will contain 4,389.74 square footage of buildable area. The new vacant lot will also contain a 15 ft. cross-access easement to provide the easternmost new lot with access to Bird Road.

The City Commission previously held a meeting on Monday, December 8, 2025, at 6:30 p.m. and removed this item from the agenda to consider new information. The City Commission shall, at its January 12, 2026, meeting make a final decision on the application, to approve, approve with conditions, or deny the lot split application for the subject property.

Public Notices:

Notices were mailed to all owners of real property adjacent to and within approximately five hundred (500) feet of the subject property, and to all

Homeowner's Associations on file with the City of Winter Springs on December 9, 2025.

Lot Splits:

Section 9-11 of the City of Winter Springs Code of Ordinances sets forth standards and guidelines for processing lot split applications. Staff have utilized the criteria set forth in Section 9-11 to process this application and make the recommendations provided herein.

The City Commission may, by resolution at a public hearing, grant waivers from the platting requirements of the City's Land Development Code for divisions of land that constitute a "lot split." A "lot split" is a division of a lot or tract of land that will result in the creation of exactly one (1) additional lot of record. The following conditions must be met for a division of land to be considered a lot split: (1) the lot or tract of land to be split is a previously platted lot or legal description of record; (2) each lot or tract of land created hereunder shall abut a public or approved private street, unless perpetual cross-access easements already exist on the lot to be split or are determined not to be necessary, or, if necessary, are provided by separate instrument; and (3) the lot split shall in every respect meet the criteria established elsewhere in this chapter and the City Code and comprehensive plan for the category of zoning and other relevant Codes under which the property is zoned. The procedures for review and approval are set forth in Section 9-11.

Lot Split Criteria	
1.	The lot or tract of land to be split is a previously platted lot or legal description of record. **Analysis:** Staff finds that this condition has been satisfied. The lot proposed to be split is located in the platted Tali's Crossing subdivision, which is recorded in the Official Records of Seminole County at Plat Book 75 Page 10. The lot to be split is a conforming lot of record. The property is located within the Tali's Crossing subdivision. There is not a Homeowners' Association (or other form of Property Owner's Association) for this subdivision and, as such, the subject property is not subject to any covenants, conditions, or restrictions that would restrict the lot split.
2.	Each lot or tract of land created hereunder shall abut a public or approved private street, unless perpetual cross-access easements already exist on the lot to be split or are determined not to be necessary, or, if necessary, are provided by separate instrument. **Analysis:** Staff finds that this condition has been satisfied. The new lot created (westernmost lot) by the split directly abuts and has access to Bird Road. Access to Bird Road will be provided to the easternmost new lot via a 15 ft. cross-access easement, which is included as an attachment to the

	proposed lot split resolution and required to be recorded as a condition of approval.
3.	The lot split shall in every respect meet the criteria established elsewhere in this chapter and the City Code and comprehensive plan for the category of zoning and other relevant Codes under which the property is zoned. **Analysis:** Staff finds the proposal to split the existing lot (Parcel ID. 11-21-30-507-0000-0020) into two (2) resulting lots of record meets all criteria set forth in the Comprehensive Plan for the Rural Residential FLU and in the zoning code for the R-CI district. Each resulting lot of record would meet the minimum lot size (1 acre) and dimensional requirements (120 feet in width at the building line) of the R-CI zoning district and would also comply with maximum density requirements of 1.0 dwelling units per acre in the Rural Residential FLU. The existing structure on the easternmost lot meets setback requirements even once the lots have been split. The structure on the easternmost lot also still satisfies the 20% maximum lot coverage requirements even once the lots are split. In addition, the City will ensure that new structures erected on the westernmost lot will meet applicable setback requirements. The applicant has submitted a scaled drawing of the buildable area of the westernmost lot, showing the intended principal structure which is 4,000 square feet in size. This size home can comfortably be constructed on the westernmost lot while still meeting the 50-foot front setback and avoiding encroachment upon the 175-foot utility easement that traverses the property. With regard to compatibility with the surrounding neighborhood, including lot size, the following should be noted: • The proposed lot split would create two one-acre lots in Tali's Crossing. One-acre lots are inconsistent with the remaining lots in the Tali's Crossing, which are 2.53 acres, 2.0 acres, 2.55 acres in size, respectively. • It should be noted that there are multiple lots nearby on the southern portion of Bird Road that are smaller or of similar size to the proposed 1.0-acre resulting lots. Lots in the Sturbridge Oaks subdivision are approximately 0.7-acres in size. Lots in the Lake Tony Waterways subdivision are approximately 0.3-acres in size or less. These subdivisions have access to Bird Road south of Tali's Crossing. • North of the subject site, lots in the North Orlando Ranches Sec. 7 subdivision range in size from 0.5-acres to slightly over 1 acre in size. These lots are accessible from Morton Lane, a neighborhood street connecting to Fisher Road and Bird Road. • Lots that are located in Dunmar Estates, which is a subdivision located to the northeast of the subject site and accessed from Dunmar Circle (rather than Bird Road), are much larger in size than

	those in Tali's Crossing. Dunmar Estate are a minimum of 5 acres in size and may exceed 7 acres. • Lots that are located off of Tusca Trail and surrounding Little Lake Howell, which generally abut the Tali's Crossing lots to the east, range in size from 4 acres to over 10 acres. These properties do not access Bird Road. Given the facts above, staff believe that, overall, the lot split will not be inconsistent with the character of the surrounding neighborhood or lot sizes in the vicinity, particularly given the size of other lots along Bird Road. However, staff do recognize that the resulting lots would not be consistent with the remaining lots in the Tali's Crossing plat as currently platted since 2008, nor consistent with the lots in Dunmar Estates and those on Tusca Trail surrounding Little Lake Howell. All parking for the split properties can be contained on-site, as is required in the R-CI zone.

In addition to the above-referenced criteria in Section 9-11 of the City Code, Section 9-10 – General Criteria for Approval – provides that before any plat, replat, or lot split application is approved by the City Commission, the applicant must demonstrate and the City Commission must find that the proposed plat, replat or lot split meets the following criteria:

> (a)The application is in compliance with the provisions of this chapter and applicable law.
> (b)The application is consistent with the city's comprehensive plan and applicable city master plans.
> (c)The application is compatible and in harmony with the surrounding neighborhood including with respect to the size of existing surrounding lots and development trends in the neighborhood which have been previously approved by the city commission.
> (d)The application does not create any lots, tracts of land or developments that do not conform to the City Code.
> (e)The application does not create burdensome congestion on the streets and highways.
> (f)The application promotes the orderly layout and use of land.
> (g)The application provides for adequate light and air.
> (h)The application does not create overcrowding of land.
> (i)The application does not pose any significant harm to the adequate and economical provision of water, sewer, and other public services.
> (j)The application provides for proper ingress and egress through a public or approved private street or perpetual cross access easements.

Given the nature of the lot split to create one additional single-family lot, impacts on roads and public services will be negligible. As described above, staff's view is that the proposed lot split is consistent with the city's comprehensive plan and

zoning ordinances. Proper ingress and egress has been provided through a cross-access easement as described above.

Additionally, relevant facts have been discussed above regarding compatibility and harmony with the surrounding neighborhood and the size of existing surrounding lots and development trends in the neighborhood for the City Commission's consideration.

Procedural History:	
December 8, 2025	City Commission| Consent Agenda on Lot Split. (removed from Consent Agenda)
January 12, 2026	City Commission | Consent Agenda on Lot Split.

Applicable Law, Public Policy, and Events:

Home Rule Powers
Code of Ordinances Sec. 9-11. - Lot splits.
Code of Ordinances Sec. 20-141 through 20-148, R-CI Single-Family Dwelling District
City of Winter Springs Comprehensive Plan, Future Land Use Element

STAFF RECOMMENDATION
Staff recommends that the City Commission adopt Resolution 2026-01, approving of a lot split application for the property located at 1447 Bird Road, Winter Springs, Florida 32708, in order to divide one originally-platted lot with a Parcel ID of 11-21-30-507-0000-002 (Lot 2 of Tali's Crossing plat) into two (2) resulting lots of record.

Attachments:

Figure "1" – Resolution 2026-01
Figure "2" – Lot Split Application
FIGURE "3" – Tali's Crossing Plat
Figure "4" – Proposed Lot Split
Figure "5" – Proposed New Lot
Figure "6" – Buildable Area Illustration

1447 Bird Road Lot Split Resolution 2026-01

City Commission

Jenale Garnett, MURP, MPA

Senior Planner

Background

1447 Bird Road Lot Split
Resolution 2026-01

Property Address: 1447 Bird Road, Winter Springs, FL 32708 (± 2 acres)

Parcel ID: 11-21-30-507-0000-002

September 6, 2024:
Lot Split Application (LSPL-2024-0001)

December 9, 2025: Public Notice Letters

Applicant: Damian Cardona, Kristin Cardona



AGENDA ITEM
402

City Commission

January 12, 2026

Background

- Located within:
  - Tali's Crossing plat approved by City Commission on August 25, 2008
  - R-C1 (Single-Family Dwelling District) zoning district: 1-acre minimum lot size requirement
  - RR (Rural Residential) Future Land Use: 1.0 dwelling units per gross acre

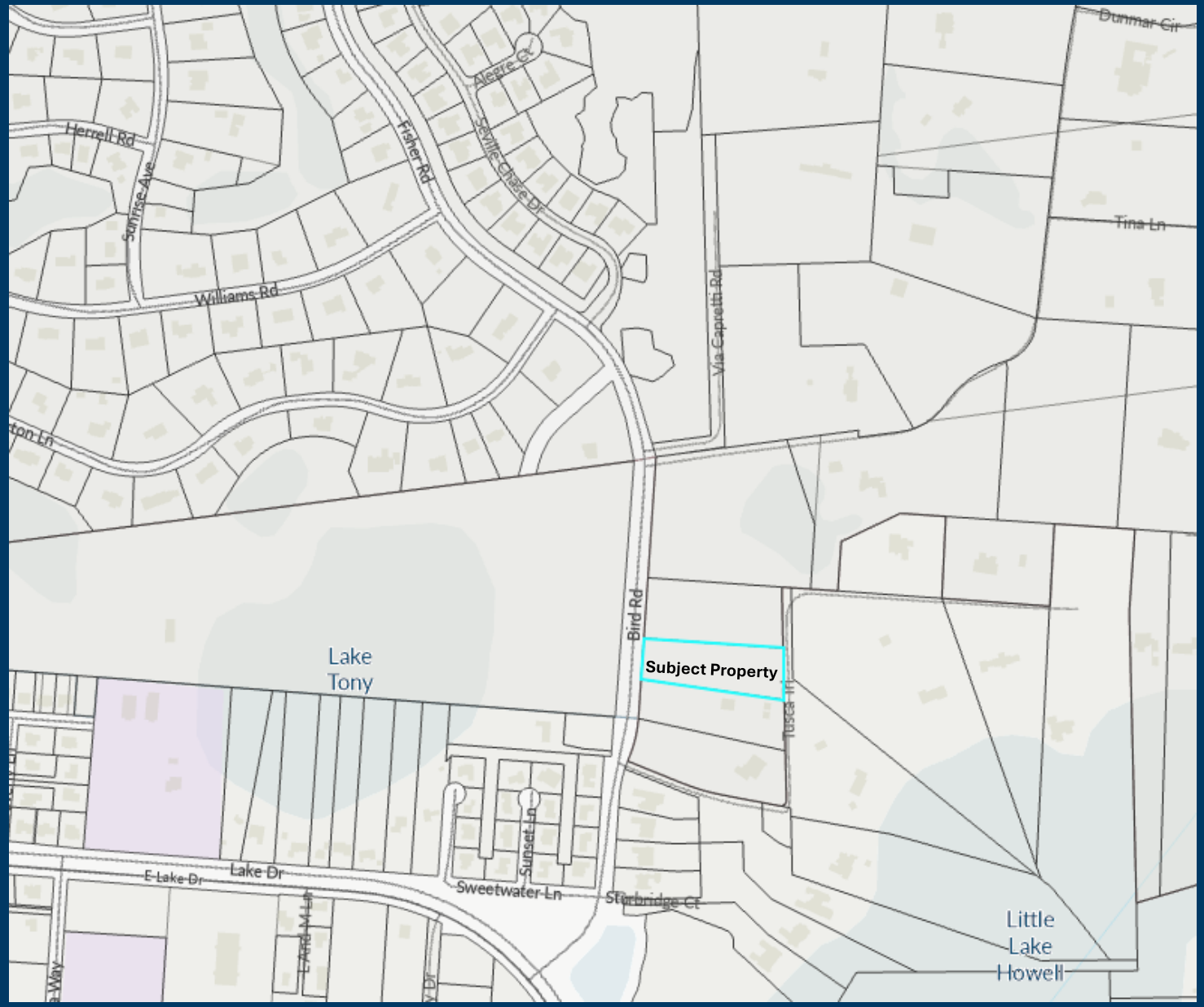
- Proposal is to split the existing lot (Parcel ID. 11-21-30-507-0000-0020) into two (2) resulting one-acre lots of record meeting the required:
  - minimum lot size of 1-acre: proposed
  - minimum width/depth of 120 ft.
  - 1.0 dwelling unit per gross acre

Sec. 20-145. - Building area regulations.

The principal single-family dwelling shall be located on a lot or parcel of land not less than one (1) acre in size and such lot or parcel of land shall have a minimum width of one hundred twenty (120) feet at the building line.

Rural Residential - (up to 1 unit per gross acre). This future land use category includes large lot single-family residences not exceeding one unit per acre. Accessory structures and primary agricultural uses may be permitted based upon the appropriate surrounding land uses. In recent years, the City implemented a lot split provision to allow a simplified process for splitting large parcels in cases where the resulting lot size would not be incompatible with the adjacent properties and existing neighborhood.

Background



- Multiple lots nearby on the southern portion of Bird Road that are smaller or of similar size to the proposed 1.0-acre resulting lots. Lots in the Sturbridge Oaks subdivision are approximately 0.7-acres in size. Lots in the Lake Tony Waterways subdivision are approximately 0.3-acres in size or less. These subdivisions have access to Bird Road south of Tali's Crossing.

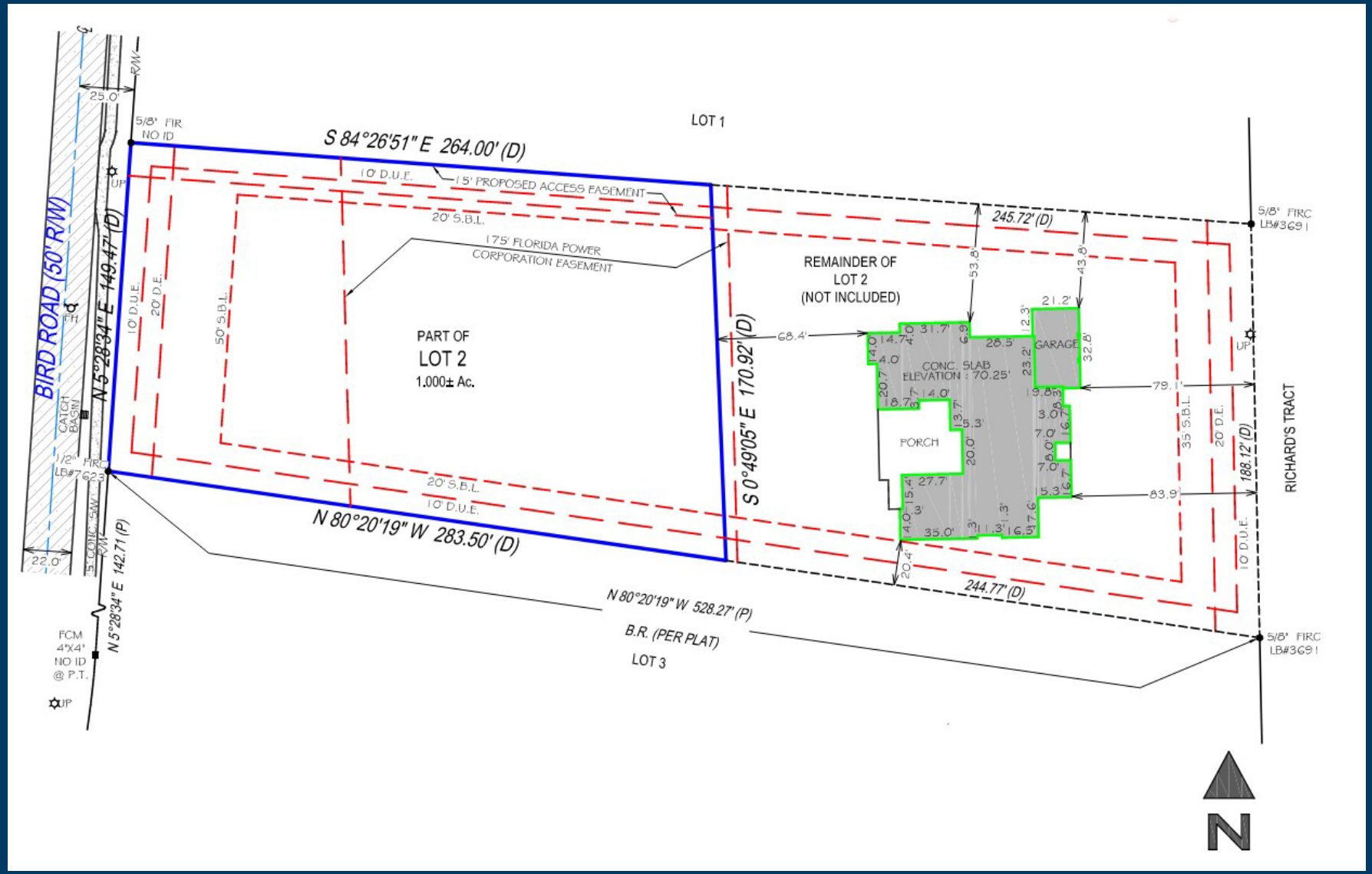
1447 Bird Road Lot Split
Resolution 2026-01

AGENDA ITEM
402

City Commission

January 12, 2026

Proposed Lot Split



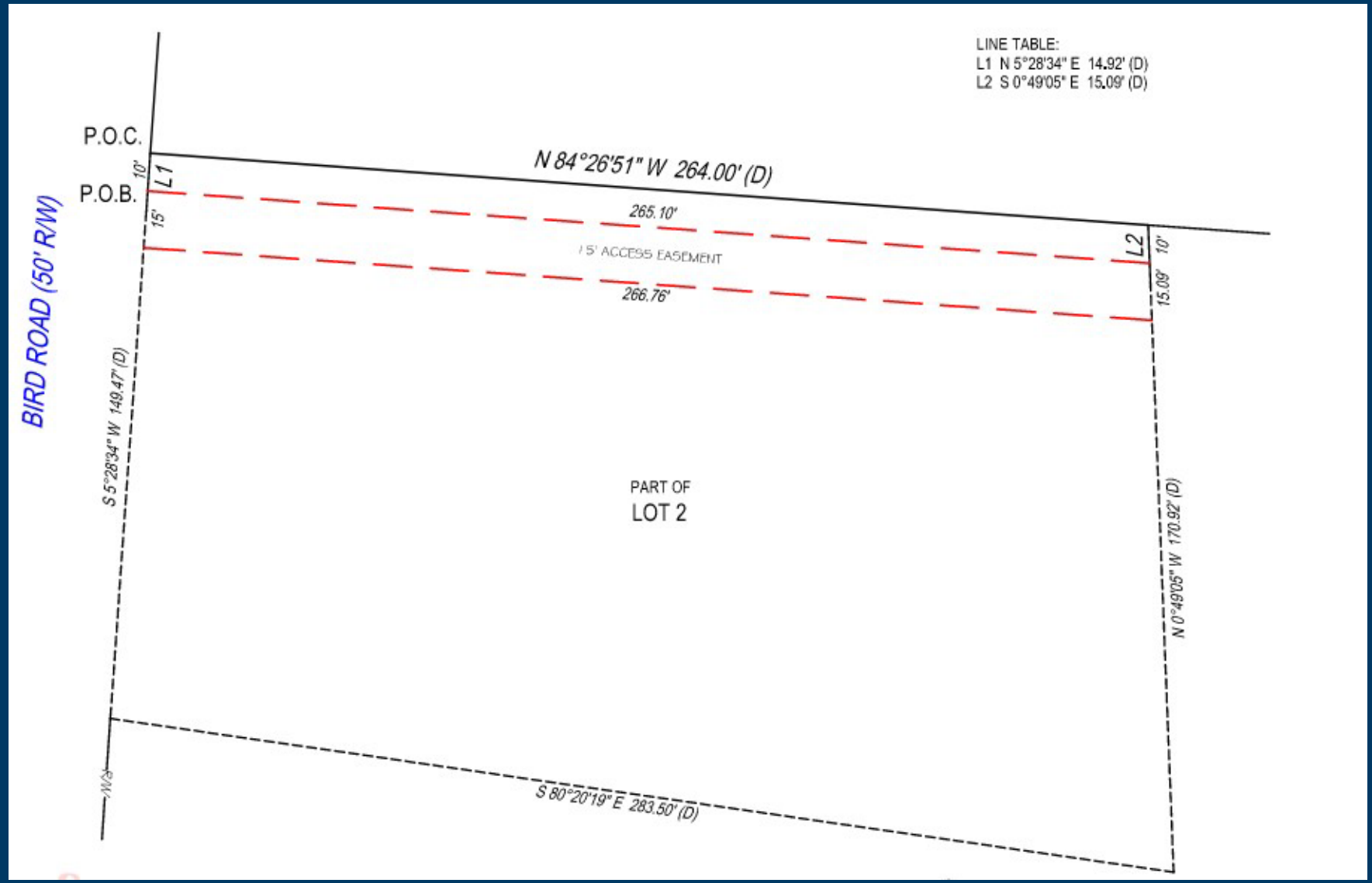
1447 Bird Road Lot Split
Resolution 2026-01

AGENDA ITEM
402

City Commission

January 12, 2026

Proposed New Lot



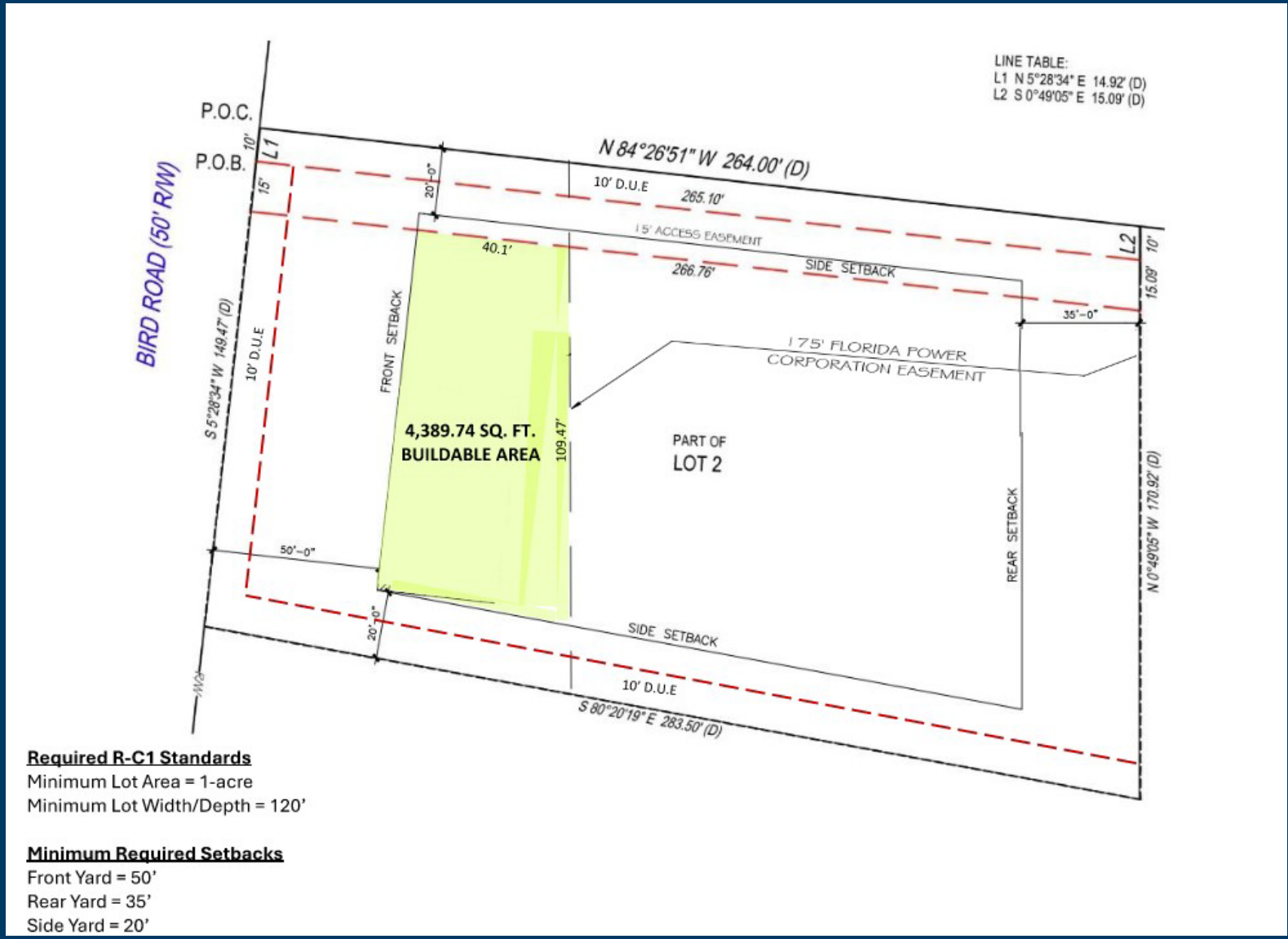
1447 Bird Road Lot Split
Resolution 2026-01

AGENDA ITEM
402

City Commission

January 12, 2026

Buildable Area Illustration



Required R-C1 Standards
Minimum Lot Area = 1-acre
Minimum Lot Width/Depth = 120'

Minimum Required Setbacks
Front Yard = 50'
Rear Yard = 35'
Side Yard = 20'

1447 Bird Road Lot Split
Resolution 2026-01

AGENDA ITEM
402

City Commission

January 12, 2026

Staff Recommendation

Staff recommends that the City Commission adopt Resolution 2026-01, approving of a lot split application for the property located at 1447 Bird Road, Winter Springs, Florida 32708, in order to divide one originally-platted lot with a Parcel ID of 11-21-30-507-0000-002 (Lot 2 of Tali's Crossing plat) into two (2) resulting lots of record.

1447 Bird Road Lot Split
Resolution 2026-01

ANY QUESTIONS?

AGENDA ITEM
402

City Commission

January 12, 2026

COMMUNITY DEVELOPMENT

RESOLUTION NO. 2025-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA; PROVIDING FOR THE DIVISION OF ONE ORIGINALLY PLATTED LOT OWNED BY DAMIAN MATTEI CARDONA AND KRISTIN CARDONA, LOCATED AT 1447 BIRD ROAD, WINTER SPRINGS, FLORIDA 32708 (EXISTING PARCEL ID. 11-21-30-507-0000-0020) INTO TWO (2) RESULTING LOTS OF RECORD; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, 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, section 9-3 of the City Code allows the owner of a single lot of sufficient size which satisfies zoning bulk regulations, except in a platted area of a planned unit development, to divide an originally platted single lot; and

WHEREAS, section 9-11 of the City Code authorizes the City Commission to approve such division, generally referred to as a "lot split," by resolution, and sets forth the prerequisites and application process for lot splits; and

WHEREAS, Damian Mattei Cardona and Kristin Cardona (hereinafter "Owners") are the owners, as joint tenants with rights of survivorship, of certain real property located at 1447 Bird Road in Winter Springs, Florida 32708, more particularly depicted and legally described in **Exhibit A,** attached hereto and fully incorporated herein by this reference, (hereinafter the "**Affected Property**"); and

WHEREAS, Owners have petitioned the City, pursuant to section 9-11 of the City Code, to divide the Affected Property to create two (2) resulting separate lots; and

WHEREAS, said resulting lots are more particularly depicted and legally described herein; and

WHEREAS, the Affected Property consists of one platted lot, on which a single-family home is currently being constructed; and

WHEREAS, the Affected Property has been assigned a single tax parcel identification number (Tax Parcel Id. 11-21-30-507-0000-0020), has been under the common ownership of the Cardona family since March 2022, and appears to have been generally used as a single parcel

during such time; and

WHEREAS, that certain Assignment of Deed of Trust/Mortgage, executed October 30, 2025, between Southern Trust Mortgage, LLC, and PRIMIS Bank, assigning to PRIMIS Bank the right, title, and interest in the mortgage recorded in the Official Records of Seminole County at Book 10289, Page 988 the Official Records of Seminole County, Florida (the "Mortgage"), was recorded in the Official Records of Seminole County at Book 10928, Page 979; and

WHEREAS, the City Commission finds that Owners have satisfied all the requirements for lot splits set forth in section 9-11 of the City Code; and

WHEREAS, the City Commission of the City of Winter Springs finds that this Resolution is 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 RESOLVES, AS FOLLOWS:

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

Section 2. Approval of Lot Split.

(a) Subject to the conditions stated below, the City Commission hereby approves, pursuant to section 9-11 of the City Code, the division of the Affected Property, located at 1447 Bird Road, (Parcel number 11-21-30-507-0000-0020), into two (2) separate lots. Said separate lots are more particularly depicted in **Exhibit B,** attached hereto and fully incorporated herein by this reference (each a "Resulting Lot").

(b) Conditions of Approval. The conditions of approval for such lot split are as follows:

1. Owners agree that, pursuant to Section 9-11 of the City Code, no further lot splits shall be permitted for each Resulting Lot. Any further subdivision of each Resulting Lot shall require plat approval in accordance with the City Code.

2. The Owners shall execute and record in the Official Records of Seminole County, Florida, a Cross Access Easement granting access to the easternmost Resulting Lot from the Bird Road right-of-way in substantially the form attached hereto as **Exhibit C**. The Cross Access Easement shall remain effective in perpetuity unless otherwise approved by the respective Resulting Lot owners and the City of Winter Springs in order to provide perpetual access

to Bird Road.

3. Owners shall record in the Official Records of Seminole County that certain Modification Agreement Supplement to Mortgage, dated October 2, 2025, which is executed and revises the legal description of the property that is subject to the Mortgage.

4. Owners shall provide the City with a written, executed, partial release of the Notice of Commencement, which is recorded at Seminole County Official Records Book 10571, Page 1687, affecting the Affected Property, and record such partial release of the Notice of Commencement in the Seminole County Official Records.

(c) Upon recordation of this Resolution in the Official Records of Seminole County, Florida, said two (2) Resulting Lots, which shall consist of the split portions of Lot 2, shall each be deemed a lot of record for development purposes pursuant to applicable law.

Section 3. **Repeal of Prior Inconsistent Resolutions**. All prior inconsistent resolutions adopted by the City Commission, or parts of prior 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 provision of this Resolution 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 Resolution**.**

Section 5. **Instructions to Staff.** Pursuant to section 9-11(b)(2) of the City Code, the City Attorney is hereby directed to record this Resolution in the Official Records of Seminole County, Florida at such time as the conditions of approval herein have been satisfied. At such time, the Community Development Department is hereby directed to modify city maps and documents to reflect the lot split and aggregation upon recordation of this Resolution.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Commission of the City of Winter Springs. However, the Resolution shall not be binding upon the Affected Property until recorded by the City in accordance with the requirements of this Resolution.

ADOPTED by the City Commission of the City of Winter Springs, Florida, this _____ day of **_____**, 2025.

_____
KEVIN MCCANN, Mayor

ATTEST (City Seal):

_____
CHRISTIAN GOWAN, City Clerk

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

_____
ANTHONY A. GARGANESE, City Attorney

EXHIBIT A

AFFECTED PROPERTY

Legal Description:

Lot 2, Tali's Crossing, according to the map or plat thereof, as recorded in Plat Book 75, Pages 10 and 11, of the Public Records of Seminole County, Florida.

Depiction:

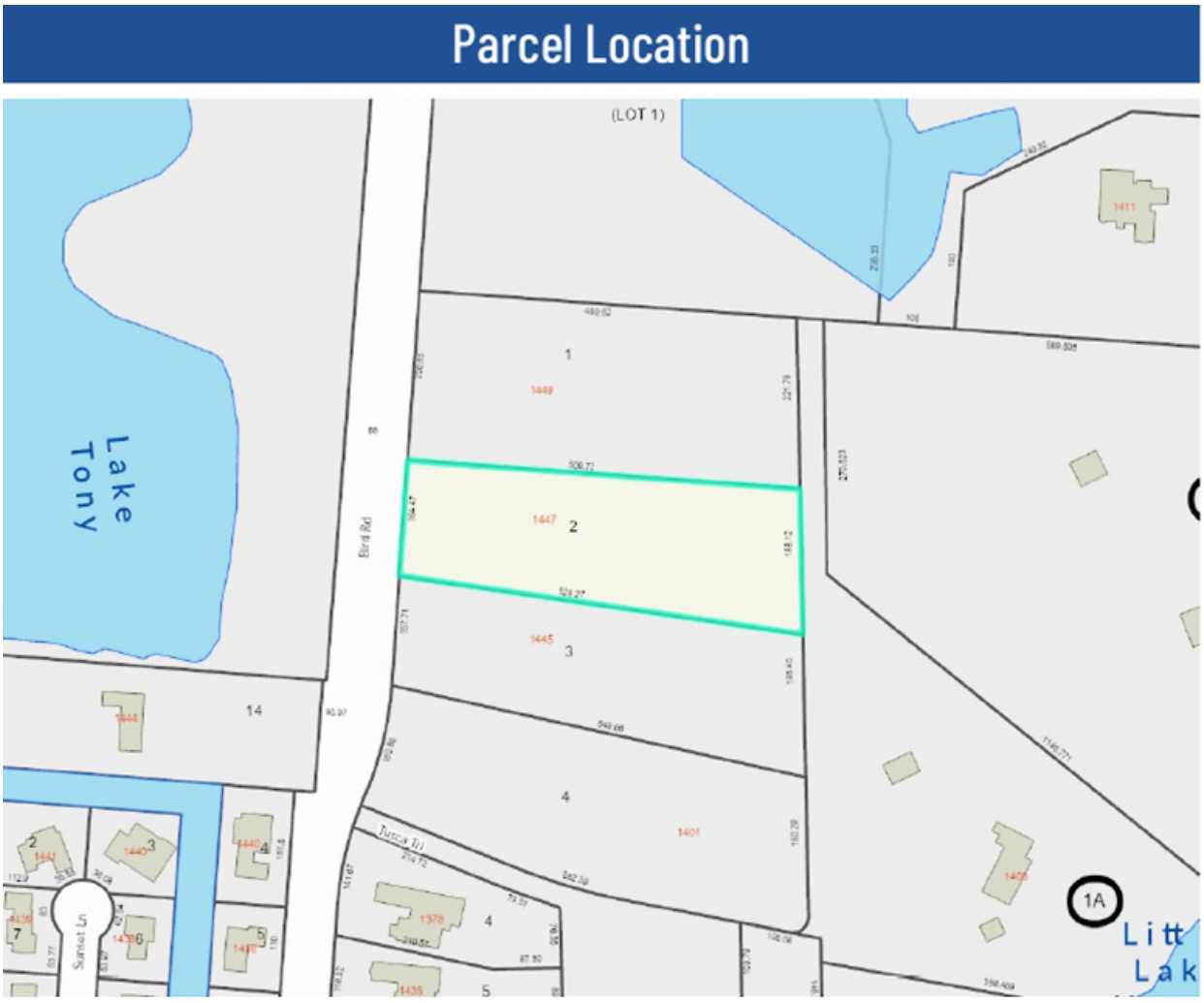


EXHIBIT B

DEPCTION AND LEGAL DESCRIPTION OF RESULTING LOTS

Legal Description:

LOT 1

LOT 2, TALI'S CROSSING, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGE(S) 10 AND 11 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

LESS AND EXCEPT:

BEGIN AT THE NORTHWEST PROPERTY CORNER OF LOT 2, THENCE RUN SOUTH 05 DEGREES 28 MINUTES 34 SECONDS WEST 149.47 FEET TO THE SOUTHWEST CORNER OF LOT 2, THENCE SOUTH 80 DEGREES 20 MINUTES 19 SECONDS EAST 283.5 FEET, THENCE NORTH 00 DEGREES 49 MINUTES 05 SECONDS WEST 170.92 FEET TO THE NORTH LINE OF LOT NORTH LINE OF LOT 2, THENCE NORTH 84 DEGREES 26 MINUTES 51 SECONDS WEST 264.00 FEET TO THE POINT OF BEGINNING.

LOT 2

BEGIN AT THE NORTHWEST PROPERTY CORNER OF LOT 2, THENCE RUN SOUTH 05 DEGREES 28 MINUTES 34 SECONDS WEST 149.47 FEET TO THE SOUTHWEST CORNER OF LOT 2, THENCE SOUTH 80 DEGREES 20 MINUTES 19 SECONDS EAST 283.5 FEET, THENCE NORTH 00 DEGREES 49 MINUTES 05 SECONDS WEST 170.92 FEET TO THE NORTH LINE OF LOT 2, THENCE NORTH 84 DEGREES 26 MINUTES 51 SECONDS WEST 264.00 FEET TO THE POINT OF BEGINNING.

ALL BEING PART OF LOT 2 TALI'S CROSSING, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGE 10, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Depiction:

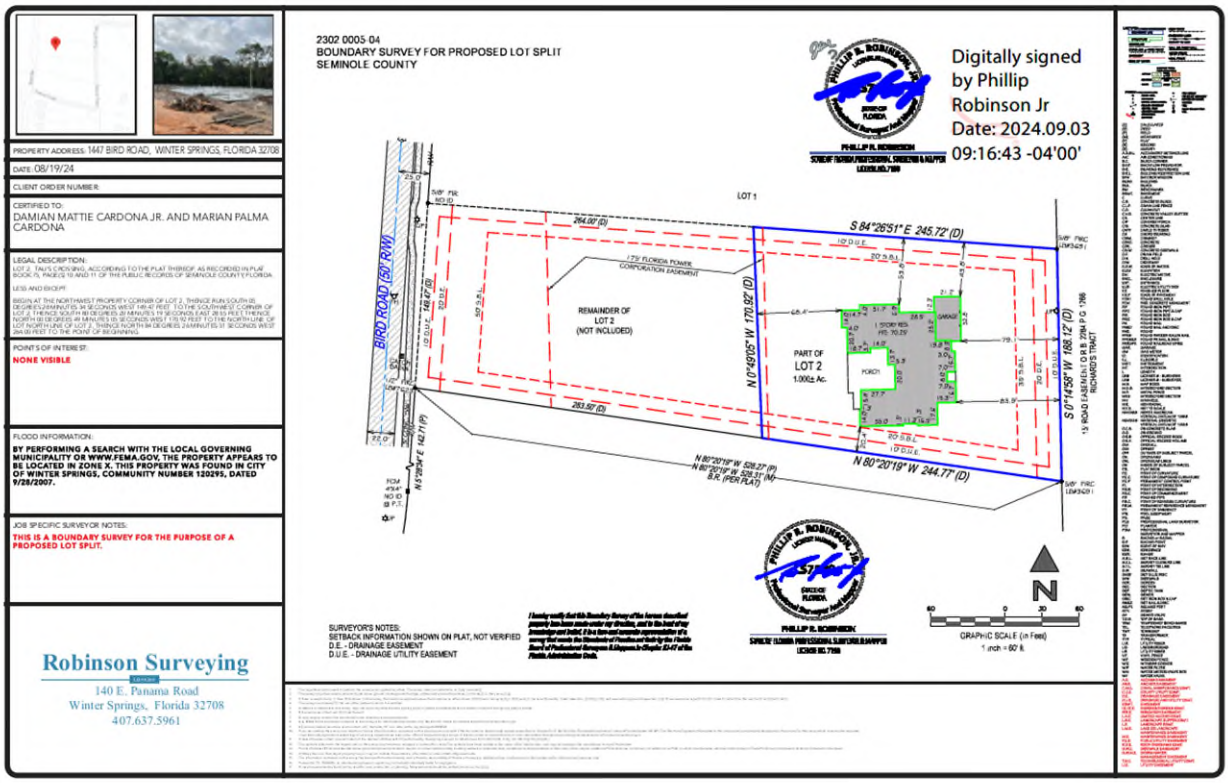


EXHIBIT C

CROSS ACCESS EASEMENT

CROSS-ACCESS EASEMENT AGREEMENT

THIS CROSS-ACCESS EASEMENT AGREEMENT (the “Agreement”) is made and entered into this **8th** day of **January 2025**, by and between **Damian Cardona**, as the owner of Lot 2, and **Damian Cardona**, as the owner of Lot 1 (collectively, the “Parties”).

WHEREAS, the Grantor is the owner of Lot 2, Tali’s Crossing, according to the Plat thereof, as recorded in Plat Book 75, Page 10, of the Public Records of Seminole County, Florida (“Lot 2”); and

WHEREAS, the Grantee is the owner of Lot 1, Tali’s Crossing, according to the Plat thereof, as recorded in Plat Book 75, Page 10, of the Public Records of Seminole County, Florida (“Lot 1”); and

WHEREAS, the Parties desire to establish a cross-access easement over a portion of Lot 2 for the benefit of Lot 1 for access purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Grant of Easement

The Grantor hereby grants to the Grantee, its successors, assigns, tenants, invitees, and licensees, a perpetual, non-exclusive cross-access easement over, across, and through the following described portion of Lot 2 (the “Easement Area”):

Legal Description of Easement Area:

> A PROPOSED 15 FOOT EASEMENT ACROSS A PORTION OF LOT 2, DESCRIBED AS FOLLOWS:
> COMMENCE AT THE NW CORNER OF LOT 2 THENCE RUN SOUTH 05 DEGREES 28 MINUTES 34 SECONDS WEST A DISTANCE OF 10 FEET FOR THE POINT OF BEGINNING. THENCE RUN SOUTH 84 DEGREES 26 MINUTES 51 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF LOT 2, A DISTANCE OF 265.10 FEET. THENCE RUN SOUTH 00 DEGREES 49 MINUTES 05 SECONDS EAST A DISTANCE
>
> OF 15.09 FEET. THENCE RUN NORTH 84 DEGREES 26 MINUTES 51 SECONDS WEST A DISTANCE OF 266.76 FEET TO THE WEST LINE OF LOT 2. THENCE RUN NORTH 05 DEGREES 28 MINUTES 34 SECONDS EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.
>
> ALL BEING PART OF:
> LOT 2 TALI'S CROSSING, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGE 10, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

This Easement Area provides access from Bird Road, a public road, across Lot 2, through the utility easement, and into Lot 1.

2. Purpose

The Easement Area shall be used solely for the purpose of providing vehicular and pedestrian access to and from Lot 1. No other use of the Easement Area shall be permitted without the mutual written consent of the Parties.

3. Maintenance Responsibilities

- **Shared Maintenance:** Maintenance costs for portions of the Easement Area that serve both Lots 1 and 2 shall be shared equally (50/50) between the owners of Lot 1 and Lot 2.
- **Exclusive Maintenance:** Maintenance costs for portions of the Easement Area that benefit only one Lot shall be the sole responsibility of the benefiting Lot's owner.
- Each Party shall be responsible for promptly addressing any maintenance or repairs required within their respective areas of responsibility.

4. Liability

- Liability for injuries or damages occurring within the Easement Area shall be allocated as follows:
  - ✦ If the incident occurs within a shared-maintenance area (50/50), liability shall rest with the owner associated with the injured party unless caused by the negligence of the other Party.
  - ✦ If the incident occurs within an exclusive-maintenance area, liability shall rest solely with the owner responsible for that area.

5. Duration

This easement is perpetual and shall run with the land. It shall bind and benefit the Parties and their respective heirs, successors, assigns, and any future owners of Lots 1 and 2.

6. Modification and Termination

This Agreement may only be modified or terminated by mutual written consent of the owners of Lots 1 and 2. Such modification or termination shall be recorded in the Public Records of Seminole County, Florida.

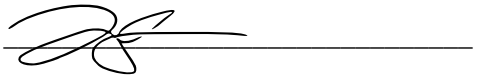
7. Miscellaneous

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- **Recording:** The Grantor shall record this Agreement in the Public Records of Seminole County, Florida.
- **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding the Easement Area and supersedes any prior agreements or understandings.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GRANTOR:

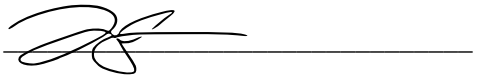
Name: Damian Cardona

Signature: 

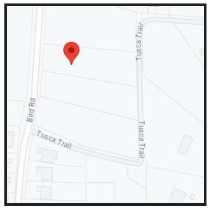
Owner of Lot 2

GRANTEE:

Name: Damian Cardona

Signature: 

Owner of Lot 1





PROPERTY ADDRESS: 1447 BIRD ROAD, WINTER SPRINGS, FLORIDA 32708

DATE: 12/26/24

CLIENT ORDER NUMBER:

CERTIFIED TO:
DAMIAN MATTIE CARDONA JR. AND MARIAN PALMA CARDONA

LEGAL DESCRIPTION:
A PROPOSED 15 FOOT EASEMENT ACROSS A PORTION OF LOT 2, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF LOT 2 RUN SOUTH 84 DEGREES 26 MINUTES 51 SECONDS EAST A DISTANCE OF 10 FEET FOR THE POINT OF BEGINNING. THENCE RUN SOUTH 84 DEGREES 26 MINUTES 51 SECONDS EAST PARALLEL WITH THE NORTH LINE OF LOT 2, A DISTANCE OF 265.10 FEET THENCE RUN SOUTH 00 DEGREES 49 MINUTES 05 SECONDS EAST A DISTANCE OF 15.09 FEET; THENCE RUN NORTH 84 DEGREES 26 MINUTES 51 SECONDS WEST A DISTANCE OF 266.76 FEET TO THE WEST LINE OF LOT 2 THENCE RUN NORTH 05 DEGREES 28 MINUTES 34 SECONDS EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING

ALL BEING PART OF:
LOT 2 TAUSCA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGE 19, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

POINTS OF INTEREST:

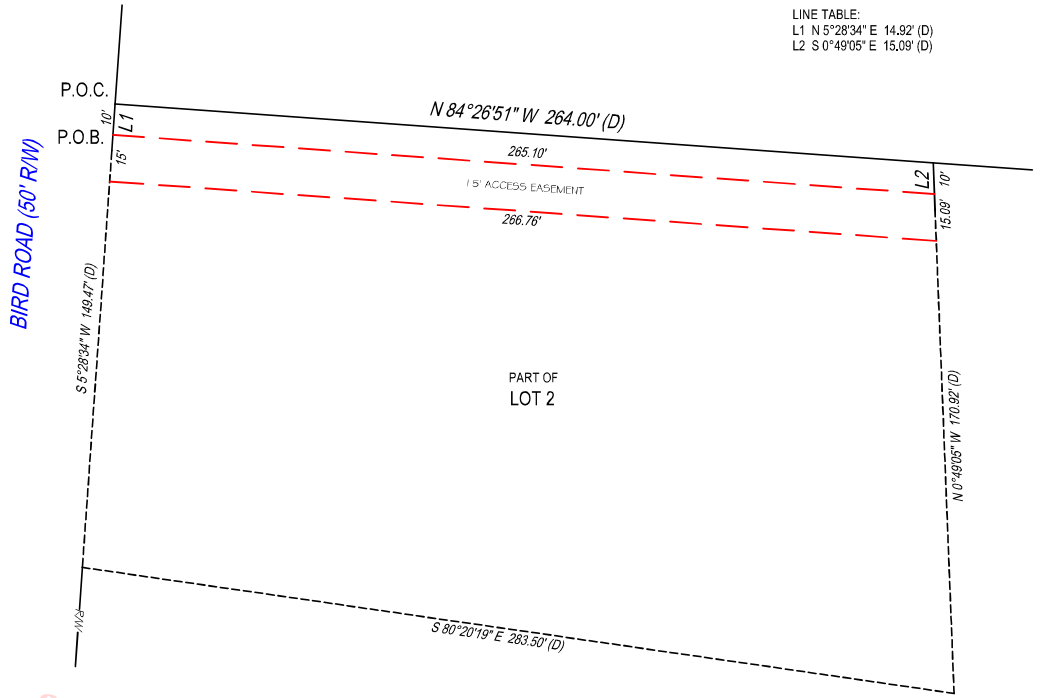
FLOOD INFORMATION:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF WINTER SPRINGS, COMMUNITY NUMBER 120295, DATED 9/28/2007.

JOB SPECIFIC SURVEYOR NOTES:
THIS IS A SKETCH OF DESCRIPTION FOR AN ACCESS EASEMENT ONLY.

Robinson Surveying
LB# 8260
140 E. Panama Road
Winter Springs, Florida 32708
407.637.5961

2302.0005-07
SKETCH OF DESCRIPTION
SEMINOLE COUNTY

LINE TABLE:
L1 N 5°28'34" E 14.92' (D)
L2 S 0°49'05" E 15.09' (D)

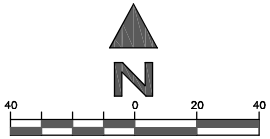


Digitally signed by Phillip Robinson Jr
Date: 2024.12.26 16:47:49 -05'00'

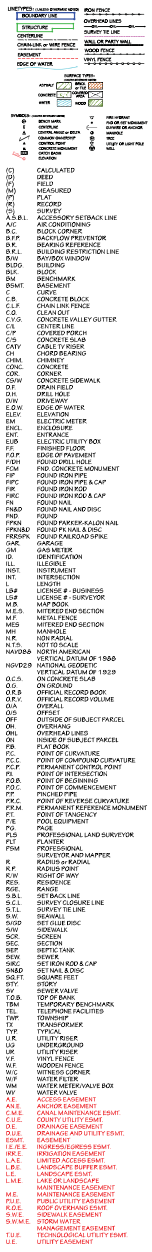
PHILLIP R. ROBINSON
STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO.7190

I hereby certify that this Boundary Survey of the hereon described property has been made under my direction, and to the best of my knowledge and belief, it is a true and accurate representation of a survey that meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17 of the Florida Administrative Code.

PHILLIP R. ROBINSON
STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 7190



GRAPHIC SCALE (In Feet)
1 inch = 40' ft.



CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Lot Split

The Community Development Director 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 City of Winter Springs Comprehensive Plan (CP) and Zoning Code. The sufficiency review shall be completed within thirty (30) calendar days per FL Statue 166.033. Incomplete applications will not be processed and will be returned to the applicant.

The following conditions must exist in order to split a parcel under this process per Sec. 9-11. - Lot splits.

The City Commission may by resolution at a public hearing grant waivers from the platting requirements of this chapter for divisions of land that constitute a lot split:

For purposes of this section, the term "lot split" shall mean a division of a tract of land or lot that will result in the creation of exactly one (1) additional lot or tract of land provided the following conditions are met:
(1) The lot or tract of land to be split is a previously platted lot or legal description of record.
(2) Each lot or tract of land created hereunder shall abut a public or approved private street, unless perpetual cross-access easements already exist on the lot to be split or are determined not to be necessary, or, if necessary, are provided by separate instrument.
(3) The lot split shall in every respect meet the criteria established elsewhere in this chapter and the City Code for the category of zoning and other relevant Codes under which the property is zoned.
(b) Every lot split shall be processed in the following manner:
(1) An application form provided by the community development department shall be completed and filed with the department, accompanied with the following:
a. An application fee approved by the city commission by resolution;
b. An e-copy of the proposed lot split;
c. A statement indicating whether new streets, water, sewer, drainage structures, or other infrastructure are required off-site to provide sufficient access or municipal services to the subject land; and
d. Legal descriptions and acreage of the two proposed lots or tracts of land and a scaled drawing showing the intended division shall be prepared by a duly licensed land surveyor registered in the state. If a lot or tract of land contains any principal or accessory structures, a survey showing the structures on the lot or tract of land shall accompany the application.
(2) Upon approval of the lot split by resolution of the city commission, the resolution shall be duly recorded in the public records of Seminole County and recorded on the appropriate city maps and documents.
(c) No further division of an approved lot split is permitted under this section, unless a plat is prepared and approved in accordance with this chapter.
(Ord. No. 2005-23, § 2, 9-12-05)

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Lot Split

REQUIRED INFORMATION:

Applicant(s): Damian Cardona, Kristin Cardona Date: 9/3/2024

Mailing address: 5234 Waterside Vista Ln, Saint Cloud, FL 34771

Email: damian@cardonas.org

Phone Number: (816) 267-3310

Property Owner(s): Damian Cardona, Marian Palma Cardona

Mailing Address: 5234 Waterside Vista Ln, Saint Cloud, FL 34771

Email: damian@cardonas.org

Phone Number: (816) 267-3310

Project Name: Bird Haus

Property Address: 1447 Bird Road, Winter Springs, FL 32708

Parcel ID(s): damian@cardonas.org

Parcel Size: 11-21-30-507-0000-0020

Existing Use: 00:Vacant Residential

Existing Future Land Use: Low-Density Residential

Existing Zoning District: R-C1

Reason for request:
Split lot to build primary residence for family and newborn child.

Are there any existing/pending permits for the subject property?
(No): _____ (If Yes, indicate on survey): X

Overall Land Area: 2 acres
Will wells be used? No
Is adjoining road paved? Yes
Is adjoining road private? Yes
Is adjoining road public? Yes

Are septic tanks proposed or existing? Yes
Have these lots been previously subdivided or aggregated? No

How many total parcels proposed?
(3 max): 2 for the purpose of Split X Reconfiguration___ Aggregation___

Developable land area (less lake and wetlands) for each lot:
Lot 1) 1 acre; Lot 2) 1 acre; Lot 3) _____

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Lot Split

REQUIRED DOCUMENTATION (PDF):

__ Application
__ Application fee of $500.00
__ A general description of the relief sought under this division
__ Sketch of property locating any existing structures and/or sketch of proposed land split locating any existing structures.
__ Complete legal description of the property to be split or reconfigured
__ Legal description(s) and sketch of newly created parcels (Word Doc)
__ Dated copy of School Impact Analysis submitted to the School Board (If applicable)

PLEASE NOTE:

- Created parcels (lots) must have frontage on a public right-of-way. (twenty feet of frontage for each lot)
- Newly created parcels shall meet all zoning requirements including minimum buildable lot area
- Existing structures must meet the minimum setback requirements after the lot split without a variance.
- Your mortgage may be affected by splitting or reconfiguring your property
- Sketch of property locating any existing structures and/or sketch of proposed land split locating any existing structures
- Topographical survey signed and sealed by an authorized land surveyor may be required based on the amount of property that lies within the 100 year flood plain as determined by FEMA maps (original).
- Lot Line Reconfigurations Only: Applicant will be responsible for recording the new Deeds and Sketch of Description for the lot line reconfiguration with the Seminole County Clerk of the Courts Land Records Division.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Lot Split

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Lot Split for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): Damian Cardona

Applicant Signature: _____ Date: 9/3/2024

Business Name: _____

Address: 1447 Bird Road, Winter Springs, FL 32708 Parcel ID: 11-21-30-507-0000-0020

STATE OF Florida COUNTY OF Seminole

The foregoing instrument was acknowledged before me this_____day of_____, 20____, by _____ who is personally known to me or who has produced _____as identification and who did/did not take an oath.

_____Date: _____ (seal):

Notary Public Signature: _____ (See Attached)

My Commission expires: _____

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): Damian Cardona

Property Owner Signature: _____ Date 9/3/2024

STATE OF Florida COUNTY OF Seminole

The foregoing instrument was acknowledged before me this_____day of_____, 20____, by _____ who is personally known to me or who has produced _____as identification and who did/did not take an oath.

_____Date: _____ (seal):

Notary Public Signature: _____

My Commission expires: _____

FL Acknowledgement Notary Certificate

Document Name: Application - Lot Split

STATE OF FLORIDA
COUNTY OF ORANGE
(County where notarization occurred)

On 9-03-2024 (date), before me, Eliza A. Sanchez (Notary name), a notary public, personally appeared by physical presence, DAMIAN MATEI CARDONA JR (name(s) of signer(s)) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached Application - Lot Split (name of document) instrument and acknowledged to me that that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State listed above that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Personally known _____ OR
Produced identification ✓ Type of identification produced: FLORIDA DRIVER LICENSE

Eliza A. Sanchez
(Signature of notary public)

ELIZA A. SANCHEZ
Notary Public, State of Florida
Commission# HH 454607
My comm. expires Nov. 20, 2027

My commission expires: NOV. 20, 2027

Official Seal

TALI'S CROSSING

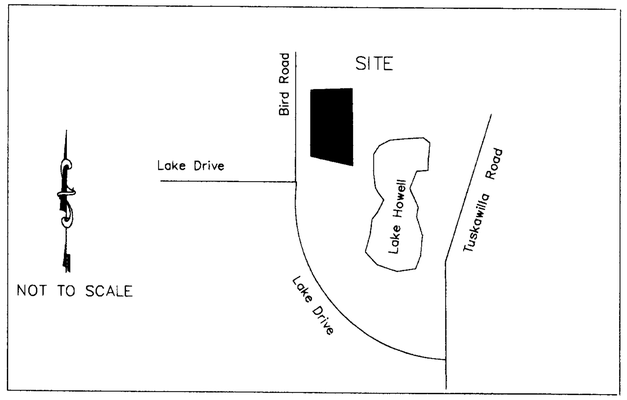
SECTION 11, TOWNSHIP 21 SOUTH, RANGE 30 EAST,
CITY of WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA.

DESCRIPTION:

A PORTION OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, THENCE RUN NORTH 88°47'12" WEST ALONG THE SOUTH LINE OF SAID SECTION 11, FOR A DISTANCE OF 1452.00 FEET; THENCE RUN NORTH 00°14'58" EAST FOR 224.00 FEET; THENCE CONTINUE NORTH 00°14'58" EAST ALONG THE WEST BOUNDARY OF THE RICHARD'S TRACT AND IT'S SOUTHERLY EXTENSION, PER OFFICIAL RECORDS BOOK 1231, PAGE 601, FOR A DISTANCE OF 1177.63 FEET TO A POINT ON THE SOUTH LINE OF D.R. MITCHELL'S SURVEY OF THE LEVY GRANT, PER PLAT BOOK 1, PAGE 5; THENCE RUN NORTH 84°26'51"WEST ALONG SAID SOUTH LINE OF D.R. MITCHELL'S SURVEY OF THE LEVY GRANT, FOR A DISTANCE OF 15.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 84°26'51" WEST FOR A DISTANCE OF 489.52 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF BIRD ROAD, PER OFFICIAL RECORDS BOOK 305, PAGE 71; THENCE RUN SOUTH 05°28'34" WEST ALONG SAID EASTERLY RIGHT OF WAY FOR 513.03 FEET TO A POINT ON THE ARC OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 436.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 19°30'00" FOR A DISTANCE OF 148.51 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 436.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 01°37'26" FOR A DISTANCE OF 12.37 FEET; THENCE RUN SOUTH 66°37'43" EAST FOR 215.76 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 803.74 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°09'41" FOR A DISTANCE OF 156.57 FEET; THENCE RUN SOUTH 77°47'24" EAST FOR 210.30 FEET TO A POINT ON THE ARC OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°57'38" FEET FOR A DISTANCE OF 35.59 FEET; THENCE RUN NORTH 00° 14'58" EAST FOR 775.59 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY FLORIDA, CONTAINING 9.080 ACRES MORE OR LESS.



NOTE:

All utility easements shall also be easements for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of electric, telephone, gas or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This does not apply to those private easements granted to or obtained by particular electric, telephone, gas or other public utility.

NOTICE

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public records of this County.

NOTES:

1) ◉ Denotes Rod & Cap LS#3691

2) ⊡ Denotes Permanent Reference Monument, Set 4"X4" CM LS No. 3691.

3) Survey Reference bearing is assumed to be N89°26'51"W, along the southerly line of D.R. Mitchell's Survey. of the Levy Grant recorded in Plat Book 1, Page 5.

4) Legend:
LB Licensed Business
PSM Professional Surveyor and Mapper
CM-Concrete Monument
ORB - Official Records Book

5) Lots 1, 2, and 3 access only through Bird Road, lot 4 has access from Tusca Trail (south side) and and Bird Road.

6) Each Individual property owner is responsible for gopher tortoise permitting and mitigation prior to issuance of building permit.

A L D II, Inc.
5850 LAKEHURST DRIVE STE 150-33
ORLANDO, FLORIDA 32819 (407) 352-7181

SHEET 1 OF 2 | PLAT BOOK 75 PAGE 10

TALI'S CROSSING
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the person named below, being the owner in fee simple of the lands described in the foregoing caption of this plat, hereby dedicates said land and plat for the uses and purposes therein expressed and dedicates the utility and drainage easements shown hereon to the perpetual use of the public. The City of Winter Springs is not responsible for the repair and/or maintenance of the surface water management system. The drainage easements are for emergency maintenance purposes and do not impose any obligation, burden, responsibility or liability on the City of Winter Springs.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by the officer named below on _____

BY: Rita Renshaw
Printed Name - Rita Renshaw

SIGNED IN THE PRESENCE OF;

WITNESS

WITNESS

STATE OF Florida .. COUNTY OF Seminole
THIS IS TO CERTIFY, that on ... 7-28-08 ... before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Rita Renshaw to be the person described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be her free act and deed as such individual thereunto duly authorized, that said Dedication is the free act and deed of said individual

Personally known to me or produced _____ as identification

and did/did not take an oath

IN WITNESS WHEREOF, I have hereunto ..... set my hand and seal on the above date.....

NOTARY PUBLIC .....

My Commission Expires .....

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION # DD 523242
EXPIRES: July 13, 2011
Bonded Thru Notary Public Underwriters

CERTIFICATE OF SURVEYOR & MAPPER

I hereby certify that this is a true and correct representation of the lands surveyed, that the survey was made under my responsible direction and supervision, and that the survey data contained herein complies with all the requirements of Chapter 177 of the Florida Statutes I further certify that I have complied with the requirements of Chapter 177.091(7) regarding "permanent reference monuments," that the land is located within the City of Winter Springs, Seminole County, Florida, and that I am a professional surveyor and mapper pursuant to Section 177.061 of the Florida Statues.

Gary A. Burden — 7-28-08
GARY A. BURDEN, P.S.M. #3691 — DATE
ALD II, Inc. — LB # 6529
5850 LAKEHURST DRIVE, SUITE 150-33
ORLANDO, FLORIDA 32819

Certificate of Approval by Reviewing Professional Surveyor and Mapper

I hereby certify that I am a professional surveyor and mapper either employed by or under contract with the City of Winter Springs Florida, and have reviewed the survey and plat for conformity to Chapter 177 of the Florida Statutes.

Arthur W. Tucker — 7-31-08
PRINTED NAME ARTHUR W. TUCKER — DATE

Registration Number
Certification of Authorization (if any)

CERTIFICATE OF CLERK OF THE CIRCUIT COURT

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON Sept 19 2008
AT 2:45 PM FILE NO. 2008107018

Clerk of the Circuit Court
IN AND FOR SEMINOLE COUNTY, FLORIDA

BY _____ D.C.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY THAT ON 8/25/08 THE FOREGOING PLAT WAS APPROVED BY THE WINTER SPRINGS CITY COMMISSION, OF SEMINOLE COUNTY, FLORIDA.

John F. Bush
Printed Name, Mayor

ATTEST: ANITA LORENZO-LUACES
Printed Name — CITY CLERK SIGNATURE
ANITA LORENZO-LUACES

TALI'S CROSSING

SECTION 11, TOWNSHIP 21 SOUTH, RANGE 30 EAST,
CITY of WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA.

SHEET 1 OF 2 | PLAT BOOK 75 PAGE 11

LEGEND:

R – RADIUS
D – DELTA ANGLE
L – ARC LENGTH
CB – CHORD BEARING
CD – CHORD DISTANCE
IRC – IRON ROD & CAP
N&D – NAIL AND DISK
PB – PLAT BOOK
PGS – PAGE
POC – POINT OF COMMENCEMENT
POB – POINT OF BEGINNING
R/W – RIGHT OF WAY
ORB – OFFICIAL RECORDS BOOK
ESMT. – EASEMENT
DE – DRAINAGE EASEMENT
UE – UTILITY EASEMENT
PC – POINT OF CURVATURE
PT – POINT OF TANGENCY
NR – NON-RADAIL

D.R. MITCHELL'S SURVEY OF THE LEVY GRANT
PLAT BOOK 1, PAGE 5

10' FLORIDA POWER EASEMENT
ORB. 2422, PG. 933

S. LINE D.R. MITCHELL'S SURVEY OF THE LEVY GRANT
PLAT BOOK 1, PAGE 5

P.O.B.
N84°26'51"W
15.06'

N84°26'51"W 489.52'

61.52'

E R/W line

50' R/W PER PLAT BOOK 12, PG 27
BIRD ROAD
16' R/W PER ORB 305, PG 71

S05°28'34"W 513.03'

LAKE TONY WATERWAYS
PLAT BOOK 12, PAGE 27

LOT 1
2.53 ACRES

LOT 2
2.0 ACRES

LOT 3
2.0 ACRES

LOT 4
2.55 ACRES

20.00' DE
20.00' SETBACK
10.00'UE & DE
50.00' SETBACK
CENTERLINE
S00°08'50"E
221.96'
220.85'
221.79'
35.00' SETBACK
183.27'
S84°26'51"E
509.72'
149.47'
164.61'
175' FLORIDA POWER CORPORATION EASEMENT
ORB. 419, PG. 251
30'X30' ACCESS EASEMENT
200.05'
S80°20'19"E
528.27'
142.71'
160.72'
775.59'
15' ROAD EASEMENT
ORB. 2284, PG. 1266
UNPLATTED
RICHARD'S TRACT
PER ORB. 1231, PAGE 601
N00°14'58"E
W line
1177.63'
188.12'
185.40'
180.29'
217.49'
S76°06'29"E non radial
549.66'
209.53'
215.76'
S66°37'43"E
S77°47'24"E
210.30'

L=148.51'
R=436.36
D=19°30'00"
CB=N15°13'34"E
CD=147.79'

L=12.37'
R=436.36
D=1°37'26"
CB=S24°09'50"W
CD=12.37'

Point of reverse curvature

TUSCA TRAIL 30' EASEMENT
ORB. 2284, PGS. 1200 & 1239

L=156.57'
R=803.74
D=11°09'41"
CB=S72°12'34"E
CD=156.33

L=35.59'
R=20.00
D=101°57'38"
CB=N51°13'47"E
CD=31.08

N00°14'58"E
224.00'

S line section 11
N88°47'12"W
1452.00'

P.O.C. SE CORNER SECTION 11,
Township 21 S, Range 30 E; Corner Record # 18380

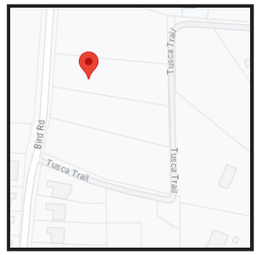
STURBRIDGE OAKS
PLAT BOOK 61, PAGE 49–51

GRAPHIC SCALE

30 0 240 60 60 120

(IN FEET)
1 inch = 60 ft.

A L D II, Inc.
5850 LAKEHURST DRIVE STE 150-33
ORLANDO, FLORIDA 32819 (407) 352-7181





PROPERTY ADDRESS: 1447 BIRD ROAD, WINTER SPRINGS, FLORIDA 32708

DATE: 11/05/24

CLIENT ORDER NUMBER:

CERTIFIED TO:

DAMIAN MATTIE CARDONA JR. AND MARIAN PALMA CARDONA

LEGAL DESCRIPTION:

BEGIN AT THE NORTHWEST PROPERTY CORNER OF LOT 2, THENCE RUN SOUTH 05 DEGREES 28 MINUTES 34 SECONDS WEST 149.47 FEET TO THE SOUTHWEST CORNER OF LOT 2, THENCE SOUTH 80 DEGREES 20 MINUTES 19 SECONDS EAST 283.5 FEET, THENCE NORTH 00 DEGREES 49 MINUTES 05 SECONDS WEST 170.92 FEET TO THE NORTH LINE OF LOT NORTH LINE OF LOT 2, THENCE NORTH 84 DEGREES 26 MINUTES 51 SECONDS WEST 264.00 FEET TO THE POINT OF BEGINNING. ALONG WITH A PROPOSED 15 FEET ACCESS EASEMENT ALONG A PORTION OF LOT 2 DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 2 THENCE RUN SOUTH 84 DEGREES 26 SECONDS 51 MINUTES EAST 264.00 FEET, THENCE RUN SOUTH 0 DEGREES 49 MINUTES 05 SECONDS EAST 15.09 FEET, THENCE RUN NORTH 84 DEGREES 26 MINUTES 51 SECONDS WEST 265.66 FEET TO THE EASTERN RIGHT OF WAY OF BIRD ROAD, THENCE RUN ALONG THE RIGHT OF WAY OF BIRD ROAD NORTH 05 DEGREES 28 MINUTES 34 SECONDS EAST 15.00 FEET TO THE POINT OF BEGINNING.

ALL BEING PART OF LOT 2 TALI'S CROSSING, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGE 10, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

POINTS OF INTEREST:

FLOOD INFORMATION:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF WINTER SPRINGS, COMMUNITY NUMBER 120295, DATED 9/28/2007.

JOB SPECIFIC SURVEYOR NOTES:

THE PURPOSE OF THIS SURVEY IS FOR A PRPOSED LOT SPLIT.

Robinson Surveying

LB# 8260

140 E. Panama Road

Winter Springs, Florida 32708

407.637.5961

2302.0005-06

BOUNDARY SURVEY FOR PRPOSED LOT SPLIT

SEMINOLE COUNTY

PHILLIP R. ROBINSON LICENSE NUMBER JR STATE OF FLORIDA Professional Surveyor And Mapper

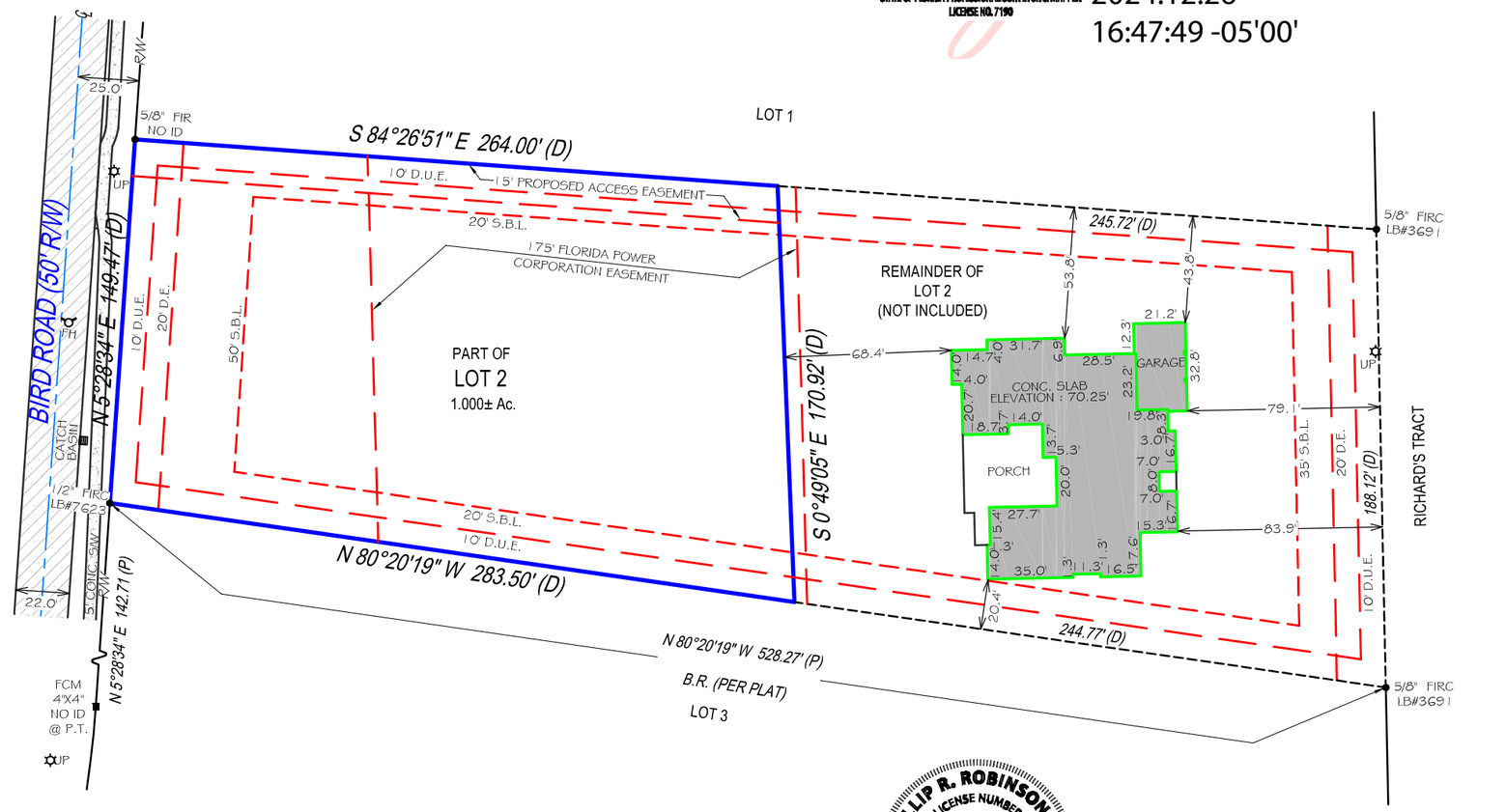
PHILLIP R. ROBINSON

STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

LICENSE NO. 7190

Digitally signed by Phillip Robinson Jr

Date: 2024.12.26 16:47:49 -05'00'



PHILLIP R. ROBINSON LICENSE NUMBER JR STATE OF FLORIDA Professional Surveyor And Mapper

PHILLIP R. ROBINSON

STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

LICENSE NO. 7190

SURVEYOR'S NOTES:

SETBACK INFORMATION SHOWN ON PLAT, NOT VERIFIED

D.E. - DRAINAGE EASEMENT

D.U.E. - DRAINAGE UTILITY EASEMENT

I hereby certify that this Boundary Survey of the hereon described property has been made under my direction, and to the best of my knowledge and belief, it is a true and accurate representation of a survey that meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17 of the Florida Administrative Code.

N

60 0 30 60

GRAPHIC SCALE (In Feet)

1 inch = 60' ft.

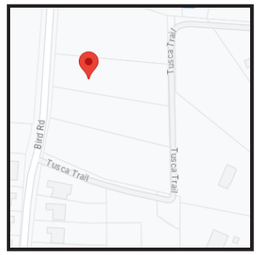
1. The Legal Description used to perform this survey was supplied by others. This survey does not determine or imply ownership.
2. This survey only shows improvements found above ground. Underground footings, utilities and encroachments are not located on this survey map.
3. If there is a septic tank, or drain field shown on this survey, the location is approximate as the location was either shown to Robinson Surveying by a third party or it was estimated by metal detection, probing rods, and visual above ground inspection only. No excavation was performed in order to determine the exact and accurate location.
4. This survey is exclusively for the use of the parties to whom it is certified.
5. Additions or deletions to this survey map and report by other than the signing party or parties is prohibited without written consent of the signing party or parties.
6. Dimensions are in feet and decimals thereof.
7. Due to varying construction standards, house dimensions are approximate.
8. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain such data was performed at www.fema.gov.
9. All corners marked as set are at a minimum a ½" diameter, 18" iron rebar with a cap stamped LB#8260.
10. If you are reading this survey in an electronic format, the information contained on this document is only valid if this document is electronically signed as specified in Chapter 5J-17.062 (3) of the Florida Administrative Code and Florida Statute 472.025. The Electronic Signature File related to this document is prominently displayed on the invoice for this survey which is sent under separate cover. Manually signed and sealed logs of all survey signatures are kept in the office of the performing surveyor. If this document is in paper format, it is not valid without the signature and original raised seal of a Florida Licensed Surveyor.
11. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
12. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the center of the field location, and may not represent the actual shape or size of the feature.
13. Points of Interest (POI's) are selected above-ground improvements which may be in contact with boundary, building setback or easement lines, as defined by the parameters of this survey. There may be additional POI's which are not shown, not called-out as POI's, or which are otherwise unknown to the surveyor. These POI's may not represent all items of interest to the viewer.
14. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
15. The information contained on this survey has been performed exclusively, and is the sole responsibility, of Robinson Surveying. Additional logo or references to third parties are for informational purposes only.
16. Pursuant to F.S. 558.0035, an individual employee or agent may not be held individually liable for negligence.
17. House measurements should not be used for new construction or planning. Measurements should be verified prior to such activity

LINETYPES: (UNLESS OTHERWISE NOTED)
BOUNDARY LINE
STRUCTURE
CENTERLINE
CHAIN LINK or WIRE FENCE
EASEMENT
EDGE OF WATER
IRON FENCE
OVERHEAD LINES
SURVEY TIE LINE
WALL OR PARTY WALL
WOOD FENCE
VINYL FENCE

SURFACE TYPES: (UNLESS OTHERWISE NOTED)
ASPHALT
CONCRETE
WATER
BRICK or TILE
GRAVEL
WOOD

SYMBOLS: (UNLESS OTHERWISE NOTED)
BENCH MARK
CENTERLINE
CENTRAL ANGLE or DELTA
COMPASS POINT
COUNCH CONCEPTION
CONTROL POINT
CONCRETE MONUMENT
CATCH BASIN
ELEVATION
FIRE HYDRANT
PAD OR JNT MONUMENT
SURVEY OR ANCHOR
SPRINKLE
TREE
UTILITY OR LIGHT POLE
WELL

(C)	CALCULATED
(D)	DEED
(F)	FIELD
(M)	MEASURED
(P)	PLAT
(R)	RECORD
(S)	SURVEY
A.S.B.L.	ACCESSORY SETBACK LINE
A/C	AIR CONDITIONING
B.C.	BLOCK CORNER
B.F.P.	BACKFLOW PREVENTOR
B.R.	BEARING REFERENCE
B.R.L.	BUILDING RESTRICTION LINE
B/W	BAY/BOX WINDOW
BLDG.	BUILDING
BLK.	BLOCK
BM	BENCHMARK
BSMT.	BASEMENT
C	CURVE
C.B.	CONCRETE BLOCK
C.L.F.	CHAIN LINK FENCE
C.O.	CLEAN OUT
C.V.G.	CONCRETE VALLEY GUTTER
C/L	CENTER LINE
C/P	COVERED PORCH
C/S	CONCRETE SLAB
CATV	CABLE TV RISER
CH	CHORD BEARING
CHIM.	CHIMNEY
CONC.	CONCRETE
COR.	CORNER
CS/W	CONCRETE SIDEWALK
D.F.	DRAIN FIELD
D.H.	DRILL HOLE
D/W	DRIVEWAY
E.O.W.	EDGE OF WATER
ELEV.	ELEVATION
EM	ELECTRIC METER
ENCL.	ENCLOSURE
ENT.	ENTRANCE
EUB	ELECTRIC UTILITY BOX
F.F.	FINISHED FLOOR
F.O.P.	EDGE OF PAVEMENT
F/DH	FOUND DRILL HOLE
FCM	FND. CONCRETE MONUMENT
FIP	FOUND IRON PIPE
FIPC	FOUND IRON PIPE & CAP
FIR	FOUND IRON ROD
FIRC	FOUND IRON ROD & CAP
FN	FOUND NAIL
FN&D	FOUND NAIL AND DISC
FND.	FOUND
FPKN	FOUND PARKER-KALON NAIL
FPKN&D	FOUND PK NAIL & DISC
FRR/SPK	FOUND RAILROAD SPIKE
GAR.	GARAGE
GM	GAS METER
ID.	IDENTIFICATION
ILL.	ILLEGIBLE
INST.	INSTRUMENT
INT.	INTERSECTION
L	LENGTH
LB#	LICENSE # - BUSINESS
LS#	LICENSE # - SURVEYOR
M.B.	MAP BOOK
M.E.S.	MITERED END SECTION
M.F.	METAL FENCE
MES	MITERED END SECTION
MH	MANHOLE
N.R.	NON RADIAL
N.T.S.	NOT TO SCALE
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
O.C.S.	ON CONCRETE SLAB
O.G.	ON GROUND
O.R.B	OFFICIAL RECORD BOOK
O.R.V.	OFFICIAL RECORD VOLUME
O/A	OVERALL
O/S	OFFSET
OFF	OUTSIDE OF SUBJECT PARCEL
OH.	OVERHANG
OHL	OVERHEAD LINES
ON	INSIDE OF SUBJECT PARCEL
PB.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.C.P.	PERMANENT CONTROL POINT
P.I.	POINT OF INTERSECTION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.P.	PINCHED PIPE
P.R.C.	POINT OF REVERSE CURVATURE
P.R.M.	PERMANENT REFERENCE MONUMENT
P.T.	POINT OF TANGENCY
P/E	POOL EQUIPMENT
PG.	PAGE
PLS	PROFESSIONAL LAND SURVEYOR
PLT	PLANTER
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS or RADIAL
R.P.	RADIUS POINT
R/W	RIGHT OF WAY
RES.	RESIDENCE
RGE.	RANGE
S.B.L.	SET BACK LINE
S.C.L.	SURVEY CLOSURE LINE
S.T.L.	SURVEY TIE LINE
S.W.	SEAWALL
SIGD	SET GLUE DISC
S/W	SIDEWALK
SCR.	SCREEN
SEC.	SECTION
SEP.	SEPTIC TANK
SEW.	SEWER
SIRC	SET IRON ROD & CAP
SN&D	SET NAIL & DISC
SQ.FT.	SQUARE FEET
STY.	STORY
SV	SEWER VALVE
T.O.B.	TOP OF BANK
TBM	TEMPORARY BENCHMARK
TEL.	TELEPHONE FACILITIES
TWP.	TOWNSHIP
TX	TRANSFORMER
TYP.	TYPICAL
U.R.	UTILITY RISER
UG	UNDERGROUND
UR	UTILITY RISER
V.F.	VINYL FENCE
W.F.	WOODEN FENCE
W/C	WITNESS CORNER
W/F	WATER FILTER
WM	WATER METER/VALVE BOX
WV	WATER VALVE
A.E.	ACCESS EASEMENT
ANE.	ANCHOR EASEMENT
C.M.E.	CANAL MAINTENANCE ESMT.
C.U.E.	COUNTY UTILITY ESMT.
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE AND UTILITY ESMT.
ESMT.	EASEMENT
I.E./E.E.	INGRESS/EGRESS ESMT.
IRR.E.	IRRIGATION EASEMENT
L.A.E.	LIMITED ACCESS ESMT.
L.B.E.	LANDSCAPE BUFFER ESMT.
L.E.	LANDSCAPE ESMT.
L.M.E.	LAKE OR LANDSCAPE MAINTENANCE EASEMENT
M.E.	MAINTENANCE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.E.	ROOF OVERHANG ESMT.
S.W.E.	SIDEWALK EASEMENT
S.W.M.E.	STORM WATER MANAGEMENT EASEMENT
T.U.E.	TECHNOLOGICAL UTILITY ESMT.
U.E.	UTILITY EASEMENT





PROPERTY ADDRESS: 1447 BIRD ROAD, WINTER SPRINGS, FLORIDA 32708

DATE: 12/26/24

CLIENT ORDER NUMBER:

CERTIFIED TO:

DAMIAN MATTIE CARDONA JR. AND MARIAN PALMA CARDONA

LEGAL DESCRIPTION:

A PROPOSED 15 FOOT EASEMENT ACROSS A PORTION OF LOT 2, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF LOT 2 THENCE RUN SOUTH 05 DEGREES 28 MINUTES 34 SECONDS WEST A DISTANCE OF 10 FEET FOR THE POINT OF BEGINNING. THENCE RUN SOUTH 84 DEGREES 26 MINUTES 51 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF LOT 2, A DISTANCE OF 265.10 FEET. THENCE RUN SOUTH 00 DEGREES 49 MINUTES 05 SECONDS EAST A DISTANCE OF 15.09 FEET. THENCE RUN NORTH 84 DEGREES 26 MINUTES 51 SECONDS WEST A DISTANCE OF 266.76 FEET TO THE WEST LINE OF LOT 2. THENCE RUN NORTH 05 DEGREES 28 MINUTES 34 SECONDS EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

ALL BEING PART OF:

LOT 2 TALI'S CROSSING, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGE 10, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

POINTS OF INTEREST:

FLOOD INFORMATION:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF WINTER SPRINGS, COMMUNITY NUMBER 120295, DATED 9/28/2007.

JOB SPECIFIC SURVEYOR NOTES:

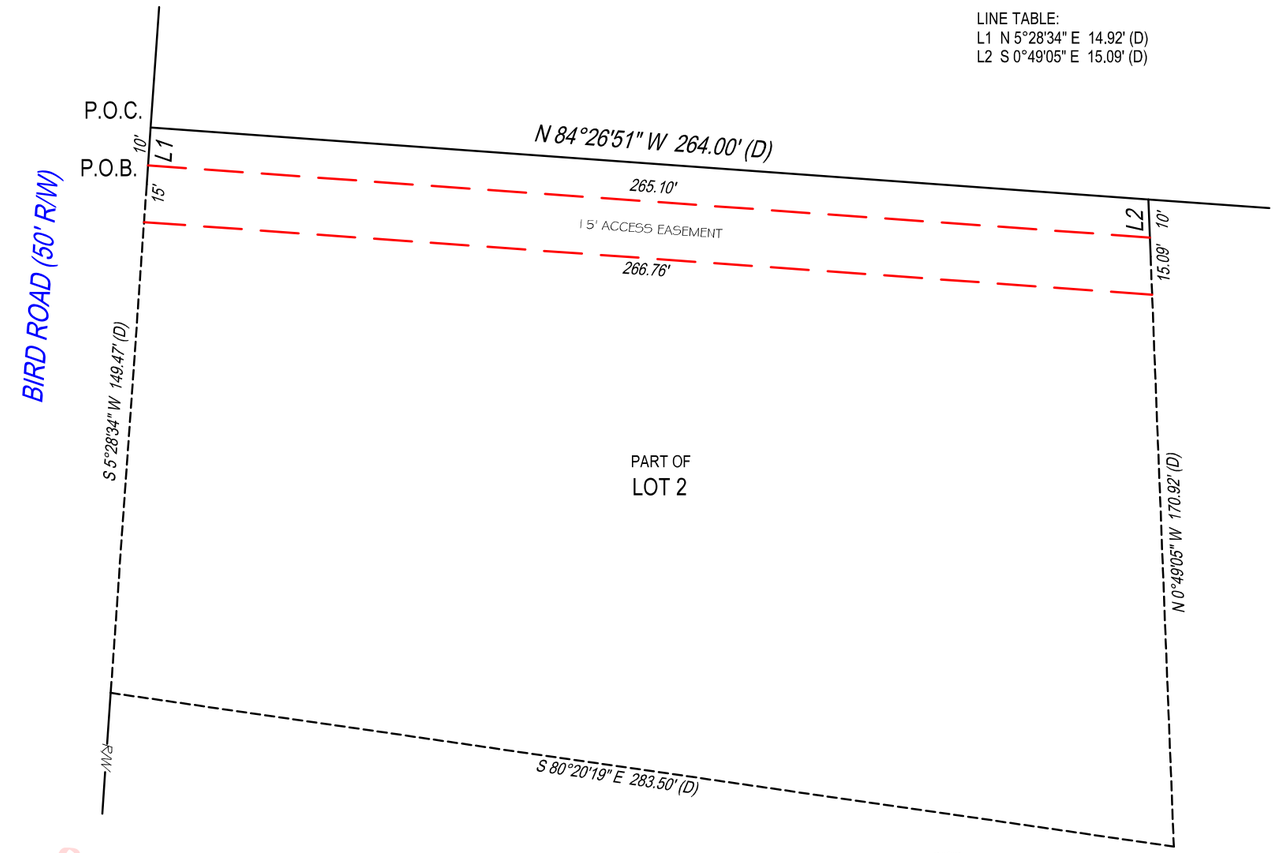
THIS IS A SKETCH OF DESCRIPTION FOR AN ACCESS EASEMENT ONLY.

Robinson Surveying

LB# 8260

140 E. Panama Road
Winter Springs, Florida 32708
407.637.5961

2302.0005-07
SKETCH OF DESCRIPTION
SEMINOLE COUNTY



Digitally signed by Phillip Robinson Jr
Date: 2024.12.26 16:47:49 -05'00'

PHILLIP R. ROBINSON
STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 7190

I hereby certify that this Boundary Survey of the hereon described property has been made under my direction, and to the best of my knowledge and belief, it is a true and accurate representation of a survey that meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17 of the Florida Administrative Code.

PHILLIP R. ROBINSON
STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 7190

GRAPHIC SCALE (In Feet)
1 inch = 40' ft.

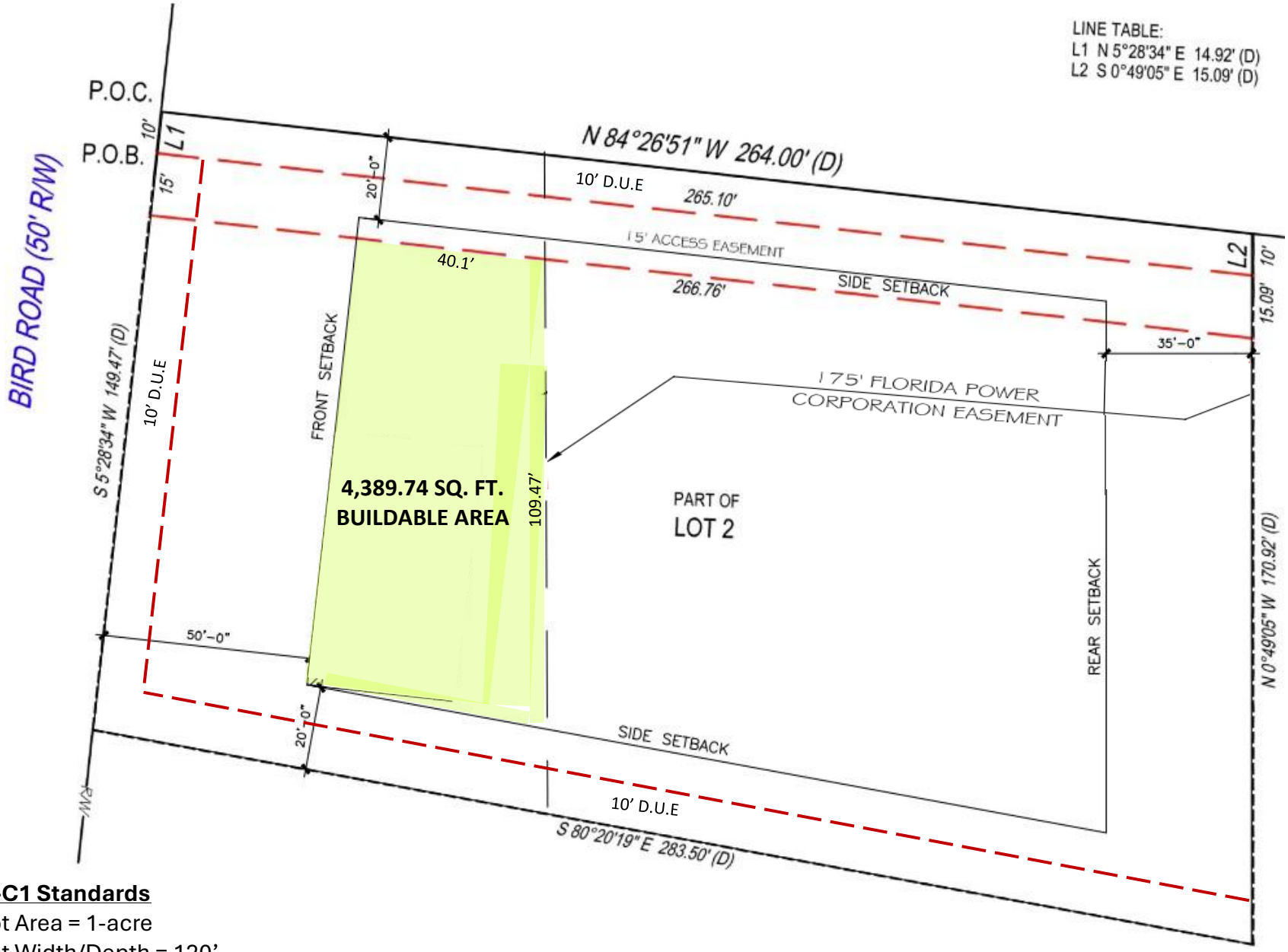
1. The Legal Description used to perform this survey was supplied by others. This survey does not determine or imply ownership.
2. This survey only shows improvements found above ground. Underground footings, utilities and encroachments are not located on this survey map.
3. If there is a septic tank, or drain field shown on this survey, the location is approximate as the location was either shown to Robinson Surveying by a third party or it was estimated by metal detection, probing rods, and visual above ground inspection only. No excavation was performed in order to determine the exact and accurate location.
4. This survey is exclusively for the use of the parties to whom it is certified.
5. Additions or deletions to this survey map and report by other than the signing party or parties is prohibited without written consent of the signing party or parties.
6. Dimensions are in feet and decimals thereof.
7. Due to varying construction standards, house dimensions are approximate.
8. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain such data was performed at www.fema.gov.
9. All corners marked as set are at a minimum a ½"-diameter, 18" iron rebar with a cap stamped LB#8260.
10. If you are reading this survey in an electronic format, the information contained on this document is only valid if this document is electronically signed as specified in Chapter 5J-17.062 (3) of the Florida Administrative Code and Florida Statute 472.025. The Electronic Signature File related to this document is prominently displayed on the invoice for this survey which is sent under separate cover. Manually signed and sealed logs of all survey signatures are kept in the office of the performing surveyor. If this document is in paper format, it is not valid without the signature and original raised seal of a Florida Licensed Surveyor.
11. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
12. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the center of the field location, and may not represent the actual shape or size of the feature.
13. Points of Interest (POIs) are selected above-ground improvements which may be in contact with boundary, building setback or easement lines, as defined by the parameters of this survey. There may be additional POIs which are not shown, not called-out as POIs, or which are otherwise unknown to the surveyor. These POIs may not represent all items of interest to the viewer.
14. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
15. The information contained on this survey has been performed exclusively, and is the sole responsibility, of Robinson Surveying. Additional logo or references to third parties are for informational purposes only.
16. Pursuant to F.S. 558.0035, an individual employee or agent may not be held individually liable for negligence.
17. House measurements should not be used for new construction or planning. Measurements should be verified prior to such activity

LINETYPES: (UNLESS OTHERWISE NOTED)
BOUNDARY LINE
STRUCTURE
CENTERLINE
CHAIN-LINK or WIRE FENCE
EASEMENT
EDGE OF WATER
IRON FENCE
OVERHEAD LINES
SURVEY TIE LINE
WALL OR PARTY WALL
WOOD FENCE
VINYL FENCE

SURFACE TYPES: (UNLESS OTHERWISE NOTED)
ASPHALT
CONCRETE
WATER
BRICK or TILE
GRAVEL
WOOD

SYMBOLS: (UNLESS OTHERWISE NOTED)
BENCH MARK
CENTERLINE
CENTRAL ANGLE or DELTA
COMPASS CONCEPTION
CONTROL POINT
CONCRETE MONUMENT
CATCH BASIN
ELEVATION
FIRE HYDRANT
PK® OR IRON MONUMENT
SURVEY OR ANCHOR
FENCE
TREE
UTILITY OR LIGHT POLE
WELL

(C)	CALCULATED
(D)	DEED
(F)	FIELD
(M)	MEASURED
(P)	PLAT
(R)	RECORD
(S)	SURVEY
A.S.B.L.	ACCESSORY SETBACK LINE
A/C	AIR CONDITIONING
B.C.	BLOCK CORNER
B.F.P.	BACKFLOW PREVENTOR
B.R.	BEARING REFERENCE
B.R.L.	BUILDING RESTRICTION LINE
B/W	BAY/BOX WINDOW
BLDG.	BUILDING
BLK.	BLOCK
BM	BENCHMARK
BSMT.	BASEMENT
C	CURVE
C.B.	CONCRETE BLOCK
C.L.F.	CHAIN LINK FENCE
C.O.	CLEAN OUT
C.V.G.	CONCRETE VALLEY GUTTER
C/L	CENTER LINE
C/P	COVERED PORCH
C/S	CONCRETE SLAB
CATV	CABLE TV RISER
CH	CHORD BEARING
CHIM.	CHIMNEY
CONC.	CONCRETE
COR.	CORNER
CS/W	CONCRETE SIDEWALK
D.F.	DRAIN FIELD
D.H.	DRILL HOLE
D/W	DRIVEWAY
E.O.W.	EDGE OF WATER
ELEV.	ELEVATION
EM	ELECTRIC METER
ENCL.	ENCLOSURE
ENT.	ENTRANCE
EUB	ELECTRIC UTILITY BOX
F.F.	FINISHED FLOOR
F.O.P.	EDGE OF PAVEMENT
F/DH	FOUND DRILL HOLE
FCM	FND. CONCRETE MONUMENT
FIP	FOUND IRON PIPE
FIPC	FOUND IRON PIPE & CAP
FIR	FOUND IRON ROD
FIRC	FOUND IRON ROD & CAP
FN	FOUND NAIL
FN&D	FOUND NAIL AND DISC
FND.	FOUND
FPKN	FOUND PARKER-KALON NAIL
FPKN&D	FOUND PK NAIL & DISC
FRRSPK	FOUND RAILROAD SPIKE
GAR.	GARAGE
GM	GAS METER
ID.	IDENTIFICATION
ILL.	ILLEGIBLE
INST.	INSTRUMENT
INT.	INTERSECTION
L	LENGTH
LB#	LICENSE # - BUSINESS
LS#	LICENSE # - SURVEYOR
M.B.	MAP BOOK
M.E.S.	MITERED END SECTION
M.F.	METAL FENCE
MES	MITERED END SECTION
MH	MANHOLE
N.R.	NON RADIAL
N.T.S.	NOT TO SCALE
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
O.C.S.	ON CONCRETE SLAB
O.G.	ON GROUND
O.R.B.	OFFICIAL RECORD BOOK
O.R.V.	OFFICIAL RECORD VOLUME
O/A	OVERALL
O/S	OFFSET
OFF	OUTSIDE OF SUBJECT PARCEL
OH.	OVERHANG
OHL	OVERHEAD LINES
ON	INSIDE OF SUBJECT PARCEL
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.C.P.	PERMANENT CONTROL POINT
P.I.	POINT OF INTERSECTION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P/P	PINCHED PIPE
P.R.C.	POINT OF REVERSE CURVATURE
P.R.M.	PERMANENT REFERENCE MONUMENT
P.T.	POINT OF TANGENCY
P/E	POOL EQUIPMENT
PG.	PAGE
PLS	PROFESSIONAL LAND SURVEYOR
PLT	PLANTER
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS or RADIAL
R.P.	RADIUS POINT
R/W	RIGHT OF WAY
RES.	RESIDENCE
RGE.	RANGE
S.B.L.	SET BACK LINE
S.C.L.	SURVEY CLOSURE LINE
S.T.L.	SURVEY TIE LINE
S.W.	SEAWALL
S/GD	SET GLUE DISC
S/W	SIDEWALK
SCR.	SCREEN
SEC.	SECTION
SEP.	SEPTIC TANK
SEW.	SEWER
SIRC	SET IRON ROD & CAP
SN&D	SET NAIL & DISC
SQ.FT.	SQUARE FEET
ST.Y.	STORY
SV	SEWER VALVE
T.O.B.	TOP OF BANK
TBM	TEMPORARY BENCHMARK
TEL.	TELEPHONE FACILITIES
TWP.	TOWNSHIP
TX	TRANSFORMER
TYP.	TYPICAL
U.R.	UTILITY RISER
UG	UNDERGROUND
UR.	UTILITY RISER
V.F.	VINYL FENCE
W.F.	WOODEN FENCE
W/C	WITNESS CORNER
W/F	WATER FILTER
WM	WATER METER/VALVE BOX
WV	WATER VALVE
A.E.	ACCESS EASEMENT
ANE.	ANCHOR EASEMENT
C.M.E.	CANAL MAINTENANCE ESMT.
C.U.E.	COUNTY UTILITY ESMT.
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE AND UTILITY ESMT.
ESMT.	EASEMENT
I.E./E.E.	INGRESS/EGRESS ESMT.
IRR.E.	IRRIGATION EASEMENT
L.A.E.	LIMITED ACCESS ESMT.
L.B.E.	LANDSCAPE BUFFER ESMT.
L.E.	LANDSCAPE ESMT.
L.M.E.	LAKE OR LANDSCAPE MAINTENANCE EASEMENT
M.E.	MAINTENANCE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.E.	ROOF OVERHANG ESMT.
S.W.E.	SIDEWALK EASEMENT
S.W.M.E.	STORM WATER MANAGEMENT EASEMENT
T.U.E.	TECHNOLOGICAL UTILITY ESMT.
U.E.	UTILITY EASEMENT



Required R-C1 Standards
Minimum Lot Area = 1-acre
Minimum Lot Width/Depth = 120'

Minimum Required Setbacks
Front Yard = 50'
Rear Yard = 35'
Side Yard = 20'

REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | JANUARY 12, 2026 REGULAR MEETING

TITLE

Matters Related to Boards & 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:

- **Board of Trustees - Terms for three (3) members expired January 1, 2026**
  - Seat One: Term Expires January 1, 2030
  - Seat Two: Term Expires January 1, 2028
  - Seat Three: Term Expires January 1, 2030
  - Seat Five: Term Expires January 1, 2030
- **Code Enforcement Board**
  - Seat Three: Term Expires July 31, 2027
- **Tuscawilla Lighting and Beautification District Advisory Committee**
  - Seat Two: Term Expires July 31, 2028

FUNDING SOURCE

RECOMMENDATION

Staff requests the Commission make appointments to the Board of Trustees.

REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | JANUARY 12, 2026 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