CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, FEBRUARY 9, 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. Not Used

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. Fiscal Year 2027 Budget Calendar
Budget Calendar for FY2027.pdf

301. Approval of Resolution 2026-02: Submission of SAHM /SRF Loan Application
SAHM Loan Application_Winter Springs East WRF.pdf
Resolution_NO._2026-02_Loan_Authorization_East_Wastewater_Treatment_Plant.pdf

302. Storm Sewer Pipe Repair at 740 Mimosa Ct and 1134 Seafarer Ln
Cured-In-Place Pipe (CIPP) Locations.pdf
City of Winter Springs â€" 740 MimosaÂ Ct - 24 CIPP.pdf
City of Winter Springs â€" 1134 Seafaren Lane 24 CIPP.pdf
Flotech Env. Piggyback Rider Executed.pdf

303. City Vehicle and Equipment Fueling Agreement between Seminole County Public Schools and City of Winter Springs
Fuel Interlocal Agreement with City of Winter Springs - Final.pdf
Seminole County School Board - Interlocal Fueling City Vehicles and Equipment 2006.pdf

304. Sizzle and Splash BBQ-Cook Off and Festival Agreement
Wesley Seth Foundation _ 2026 _ Sizzle and Splash BBQ Cook-Off and Festival.pdf

305. Revised Public Input Form
Proposed Public Input Form - Revised 2026 02 09

306. Approval of the Minutes: Monday, January 12, 2026 City Commission Regular Meeting

2026 01 12 City Commission Regular Meeting Minutes.pdf

PUBLIC HEARINGS AGENDA

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

400. Adoption of Resolution 2026-01: 1447 Bird Road Lot Split

Staff Report_Resolution 2026-01_CC 02.09.26 FINAL.pdf
Item 400 - Presentation Resolution 2026-01_ CC 2.9.26.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. Stormwater Pond Maintenance Program Presentation

Stormwater Pond Maintenance Presentation

501. Approval of a Pre-Annexation Agreement with Ryan Sheehan et al. to Annex approximately 4.85 acres of land along Tuskawilla Road within the Town Center Enclave for the Future Development of a Residential Subdivision consisting of Eleven (11) Upscale, Detached Single-Family Homes.

Pre-Annexation Agreement_Sheehan Ryan FInal.pdf
Exhibit - Concept Plan Layout copy.pdf

502. Discussion on City Charter Review Committee

Resolution 2000-27 Charter Review Committee.pdf
Resolution 2010-04 Charter Review Committee.pdf

503. Matters Related to Boards and Committees

504. New Business

REPORTS

600. City Manager Kevin A. Sweet
601. City Attorney Anthony A. Garganese
602. City Clerk Christian Gowan
603. Seat Three Commissioner Sarah Baker
604. Seat Four Commissioner/Deputy Mayor Cade Resnick
605. Seat Five Commissioner Mark Caruso

606. Mayor Kevin McCann
607. Seat One Commissioner Paul Diaz
608. Seat Two Commissioner Victoria Bruce

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.

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 | FEBRUARY 9, 2026 REGULAR MEETING

TITLE

Fiscal Year 2027 Budget Calendar

SUMMARY

Approval of the Budget Calendar is needed in order to establish a timeline for the FY 2027 budget process. The most critical events have been emphasized/bolded on the attached proposed FY 2027 Budget Calendar. The proposed millage rate, rolled back rate, and public hearing must be sent to Property Appraiser within 35 days of certification of value. This is currently estimated to be August 4, 2026.

FUNDING SOURCE

N/A

RECOMMENDATION

Staff recommends that the City Commission approve the FY 2027 Budget Calendar or amend as it deems necessary.

FY 2027 Budget Calendar

City of Winter Springs
Key dates in **BOLD**

Proposed:

Date	Function
February 9	Commission establishes FY 2027 **Budget Calendar**
by July 1	**Transmission of Proposed 2027 Budget -** budget placed on Shared Drive and Website

Tentative:

by July 1	Property Appraiser submits DR 420 Certification of Value
July 13	**Budget Workshop** at 4:30 PM
July 13	**Commission establishes millage cap** (DR 420 tentative millage rates via Resolution)
August 4	Deadline to Notice Property Appraiser of: Proposed Millage Rate / Rolled-back Rate / Date, Time, Place of Public Hearing **(Must be sent within 35 days of certification of value)**
August 24	Deadline for Property Appraiser to send TRIM Notice to property owners (Considered notification of Tentative public hearing; must be mailed by PA within 55 days of value certification)
September 14	**Public Hearing (Tentative)** Tentative millage and budget hearing (Resolutions) (Must be within 80 days of value certification but not earlier than 65 days after certification)

Final/Adopted:

September 24	**Advertisement publication date** (Thursday for Seminole Extra) for final millage and budget hearing (Final public hearing must be within 15 days of the tentative public hearing)
September 28	**Public Hearing (Final)** Final millage and budget hearing - Adoption of final millage and budget must be done separately and in that order (Resolutions) (Hearing must be held not less than 2 days or more than 5 days after advertisement is published)
by October 1	Resolution to Property Appraiser Resolution to Tax Collector (Must be submitted within 3 days after adoption of final millage rate)
by October 28	Electronically submit TRIM package to Property Tax Administration Program Department of Revenue (Must be submitted within 30 days of final adoption)

CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | FEBRUARY 9, 2026 REGULAR MEETING

TITLE

Approval of Resolution 2026-02: Submission of SAHM /SRF Loan Application

SUMMARY

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

The City Commission previously authorized two other SRF Loans related to the project. Resolution No. 2022-31 authorized a $5.4 Million loan for design (WW59062 Design), and Resolution No. 2025-22 authorized a $20 Million loan for construction of the East Water Reclamation Facility (WW59062 Construction).

On November 12th the City received notification from the Florida Department of Environmental Protection (FDEP) that the City's request to be included on the "Supplemental Appropriation for Hurricanes Helene and Milton" managed through the State Revolving Fund (SRF) funding for construction services for Winter Springs was approved. This planning/design/construction project WW59063 was listed for $19,166,503 where it is expected that 50% will be principal forgiveness.

Please find attached Resolution 2026-02 and FDEP Loan Application for approval to submit the City's loan application for construction.

FUNDING SOURCE

N/A

RECOMMENDATION

Staff recommends the City Commission consider and approve Resolution 2026-02 authorizing the City Manager to execute and submit a loan application with the Florida Department of Environmental Protection for Project WW59063 - East Waste Water Facility Replacement Construction.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE REVOLVING FUND LOAN PROGRAM for Point Source Water Pollution Control

LOAN APPLICATION

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

TABLE OF CONTENTS

	Page Number
LOAN APPLICATION	
(1) SUBMITTAL	1
(2) COMPLETING THE APPLICATION	1
(3) ASSISTANCE	1
PART I - ADMINISTRATIVE INFORMATION	
(1) PROJECT SPONSOR	1
(2) AUTHORIZED REPRESENTATIVE	1
(3) PRIMARY CONTACT	1
(4) ADDITIONAL CONTACTS	1
(5) PROJECT NUMBER	1
(6) INTERIM FINANCING	1
PART II - PROJECT INFORMATION	
A. PRECONSTRUCTION PROJECT	
(1) ACTIVITIES	2
(2) SCHEDULE	2
(3) COST	2
B. CONSTRUCTION PROJECT	
(1) ACTIVITIES	2
(2) SCHEDULE	3
(3) COST	3
PART III - FINANCIAL INFORMATION	
(1) PRINCIPAL	3
(2) TERMS AND REPAYMENT	3
(3) ANNUAL FUNDING LIMIT	3
(4) INFORMATION ON LIENS	3
(5) ACTUAL AND PROJECTED REVENUES	4
(6) AVAILABILITY OF PLEDGED REVENUES	4
(7) LOAN SERVICE FEE	4
PART IV - AUTHORIZATION AND ASSURANCES	
(1) AUTHORIZATION	4
(2) ASSURANCES	4
PART V - SUPPLEMENTARY INFORMATION	
SCHEDULE OF PRIOR AND PARITY LIENS	7
SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE	8
SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE	9
LIST OF ATTACHMENTS	10

LOAN APPLICATION

(1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.

(2) COMPLETING THE APPLICATION.

(a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.

(b) All information provided on this application must be printed. Monetary amounts may be rounded.

(c) Forms and attachments to be submitted are denoted with italic print.

(3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

(1) PROJECT SPONSOR City of Winter Springs

Federal Employer Identification Number 59-1026364

DUNS Number 025212655

(2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).

Name Kevin Sweet Title City Manager

Telephone 407-327-5950 FAX 407-327-4753 Email ksweet@winterspringsfl.org

Mailing Address 1126 East State Road 434, Winter Springs, FL 32708

(3) PRIMARY CONTACT (person to answer questions regarding this application).

Name Holly Queen Title Finance Director

Telephone 407-327-6557 FAX 407-327-4753 Email

Employer City of Winter Springs

Mailing Address 1126 East State Road 434, Winter Springs, FL 32708

(4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #* 1).

Name Erica Stone Title Project Manager

Telephone 407-478-4642 FAX 407-478-4643 Email estone@carollo.com

Employer Carollo Engineers, Inc.

Mailing Address 200 East Robinson Street, Suite 1400, Orlando, FL 32801

(5) PROJECT NUMBER (listed on the Department's priority list). WW59063

(6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing? ☐ Yes ☒ No

PART II – PROJECT INFORMATION

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

A. PLANNING, DESIGN OR SSES PROJECT

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

(1) ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment* #_____) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No. If "No", please explain. (*Attachment* #_____)

(2) SCHEDULE.

(a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation _____

Engineering work _____

Certification of site availability _____

Permit _____

(b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If "Yes", please explain. (*Attachment* #_____) ☐ Yes ☐ No

(c) Is this a design/build project? ☐ Yes ☐ No

(3) COST. Is the cost information submitted for the planning, design or SSES loan priority list current? If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment #_____) Note that the disbursable amount will be limited to the priority list amount. ☐ Yes ☐ No

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

(1) ACTIVITIES.

(a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment* #__2__).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No

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

(b) Have any of the contracts been bid? ☒ Yes ☐ No

If "Yes", indicate which contracts have been bid. (*Attachment* #__3__)

(c) Was planning, design, or SSES for this project financed in another SRF loan? ☒ Yes ☐ No

If "Yes", give the SRF loan number. WW590620

(d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☒ No

If "Yes", attach a copy of the interlocal agreement. (*Attachment* #_____)

Is the interlocal agreement fully executed and enforceable? ☐ Yes ☐ No

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

(2) SCHEDULE. (month and year)

(a) Anticipated notice to proceed for first construction contract. April 2026

(b) Anticipated completion of all construction contracts. October 2028

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

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

PART III - FINANCIAL INFORMATION

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

(1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is $ 19,166,503

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

(2) TERMS AND REPAYMENT.

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

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

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

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

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

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

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

If "Yes", please list. (*Attachment #* 4)

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

(4) INFORMATION ON LIENS.

(a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (*Attachment #* 5) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of $10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.

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

(c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment* #6.1,)6.2, 6.3

(d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment* #_____).

(5) ACTUAL AND PROJECTED REVENUES.

(a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.

(b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.

(6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment* #7) The opinion must address the following:

(a) Availability of the revenues to repay the loan.

(b) Right to increase rates at which revenues shall be collected to repay the loan.

(c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.

(7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

(1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment* #8) for the following:

(a) Pledging revenues to repay the loan.

(b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.

(2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:

(a) Assurances for capitalization grant projects.

1. Complete all facilities for which funding has been provided.
2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.

11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.

12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.

13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.

14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.

15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.

16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.

17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.

18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.

19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.

20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.

21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.

(b) Assurances for other projects.

1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.

2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.

3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.

4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.

5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.

6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.

7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.

8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.

10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.

11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.

12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.

13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.

14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

(c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

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

Signed this _____ Day of _____ , 20 _____

Authorized Representative _____ _____

(signature) *(name typed or printed)*

Attachments

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PRIOR AND PARITY LIENS See Attachment 9
(EXCLUDING SRF LOANS)

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

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

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

Attachment 9

Part V - Supplementary Information

Schedule of Prior and Parity Liens

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

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE See Attachment 10

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

		FY 20	FY 20
(a)	Operating Revenues (Source)		
	_____	_____	_____
	_____	_____	_____
(b)	Interest Income	_____	_____
(c)	Other Income or Revenue (Identify)		
	_____	_____	_____
	_____	_____	_____
(d)	Total Revenues	_____	_____
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	_____	_____
(f)	Net Revenues [(f) = (d) – (e)]	_____	_____
(g)	Debt Service (including any required coverage)	_____	_____

(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (*Attachment #* 11.1, 11.2)

(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (*Attachment #* 12)

(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (*Attachment #*_____)

Attachment 10

Part V - Supplementary Information

Schedule of Actual Revenues and Debt Coverage

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

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE See Attachment 13

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

		FY 20	FY 20	FY 20	FY 20	FY 20
(a)	Operating Revenue					
(b)	Interest Income					
(c)	Other Income or Revenue (identify)					
	_____					
	_____					
(d)	Total Revenues					
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)					
(f)	Net Revenues (f = d - e)					
(g)	Revenue (including coverage) pledged to debt service, excluding SRF loans					
(h)	Revenue (including coverage) pledged to outstanding SRF loans					
(i)	Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]					

(j) Identify the source of the above information and explain methods used to develop the projections (*Attachment #_____*). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.

(k) For construction loans, are the above projections consistent with the accepted financial feasibility information? ☒ Yes ☐ No

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

Attachment 13

Part V - Supplementary Information

Schedule of Projected Revenues and Debt Coverage

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

*Note for Item J - For existing and proposed facilities, excluding interest on debt, depreciation, and other non cash items. Revenues are based on current rate ordinance.

(k) For Construction loans are the above projections consistent with the accepted financial feasibility information?**Yes**

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

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

Attachment	Number
Additional Contacts	1
Project Description	2
Contract Bid	3
Other Financial Assistance	4
Information on Liens	5
Resolution 2000-32 Refunding Revenue Bonds	6.1
Resolution 2020-27 Water and Sewer Refunding Truist Bank	6.2
Resolution 2015-31 SRF 590610	6.3
Availability of Pledged Revenues	7
Resolution	8
Schedule of Prior and Parity Liens	9
Schedule of Actual Revenues and Debt Coverage	10
FY2023 ACFR	11.1
FY2024 ACFR	11.2
Worksheet Reconciliation	12
Schedule of Projected Revenue and Debt Coverage	13

Attachment 1 – Additional Contacts

1. Clete Saunier, PE
   Director of Public Works and Utilities
   City of Winter Springs
   400 Old Sanford Oviedo Road
   Winter Springs, FL 32708
   Phone: 407-327-5989
   Fax: 407-327-5984
   Email: csaunier@winterspringsfl.org

Attachment 2 – Project Description

The City of Winter Springs (City) collects and treats its wastewater at one of two water reclamation facilities (WRFs). The East WRF, located at 1560 Winter Springs Boulevard, operates under Florida Department of Environmental Protection (FDEP) Permit No. FLA011068 and has a permitted annual average daily flow (AADF) capacity of 2.012 million gallons per day (mgd). A condition assessment conducted in 2022 determined that the facility requires complete replacement due to the age and deteriorating condition of its equipment and infrastructure.

The East WRF Replacement Project involves constructing a new facility with a capacity of 1.6 mgd AADF, utilizing an A2O (anaerobic-anoxic-oxic) treatment process for enhanced biological nutrient removal. The new facility will provide updated liquid treatment and solids-handling systems designed to meet current permit requirements for public access reuse. Additionally, the new facility will be built with the flexibility to support future expansions in both capacity and treatment level, including potential upgrades to meet Advanced Waste Treatment (AWT) standards. No modifications to the existing reclaimed water distribution system or effluent disposal sites are included for this project.

This project will be delivered using a Construction Manager at Risk (CMAR) approach. The CMAR will collaborate with the City and Carollo Engineers, Inc. to develop a Guaranteed Maximum Price (GMP) and provide value engineering and constructability reviews, helping to keep the project within budget and on schedule to meet funding deadlines.

Attachment 3 – Contract Bid

This project was advertised for bidding by the CMAR on January 8, 2026. A pre-bid site visit was held on January 16, 2026. The bidding period closed on February 10, 2026. GMP development, negotiation, and approval as well as bid award are pending.

Attachment 4 – Other Financial Assistance

This project was submitted and priority listed for a CWSRF loan $54,179,318.

RESOLUTION NO. 2026-02

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

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

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

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

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

WHEREAS, the State Revolving Fund loan priority list designates the construction for Project No. WW59063 as eligible for available funding; and

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

RESOLVED, by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 9th day of February, 2026.

_____

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

CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | FEBRUARY 9, 2026 REGULAR MEETING

TITLE

Storm Sewer Pipe Repair at 740 Mimosa Ct and 1134 Seafarer Ln

SUMMARY

The storm sewer pipes at Mimosa Ct and Seafarer Ln have experienced recurring ground surface depressions caused by joint separation in the existing 24-inch storm sewer pipe. Video inspections identified significant gaps and cracking within the nearly 50-year-old concrete pipe. To address these deficiencies, staff requests City Commission approval for the installation of cured-in-place pipe (CIPP) lining at both locations. The CIPP process involves installing a resin-impregnated felt liner within the host pipe and curing it in place in accordance with ASTM F-1216 standards. The scope of services includes both pre- and post-installation video inspections. Utilizing Flo-Tech Environmental through its piggyback contract with the City of Cape Coral will allow the City to expedite this necessary repair.

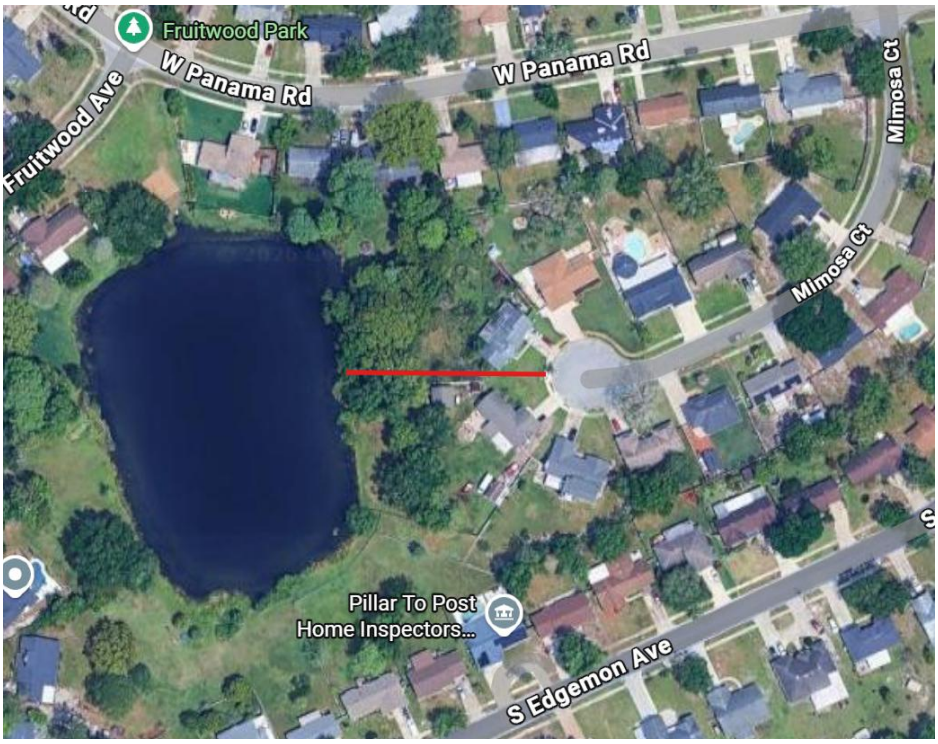
FUNDING SOURCE

This is funded from the stormwater fund through R&M/CIP.

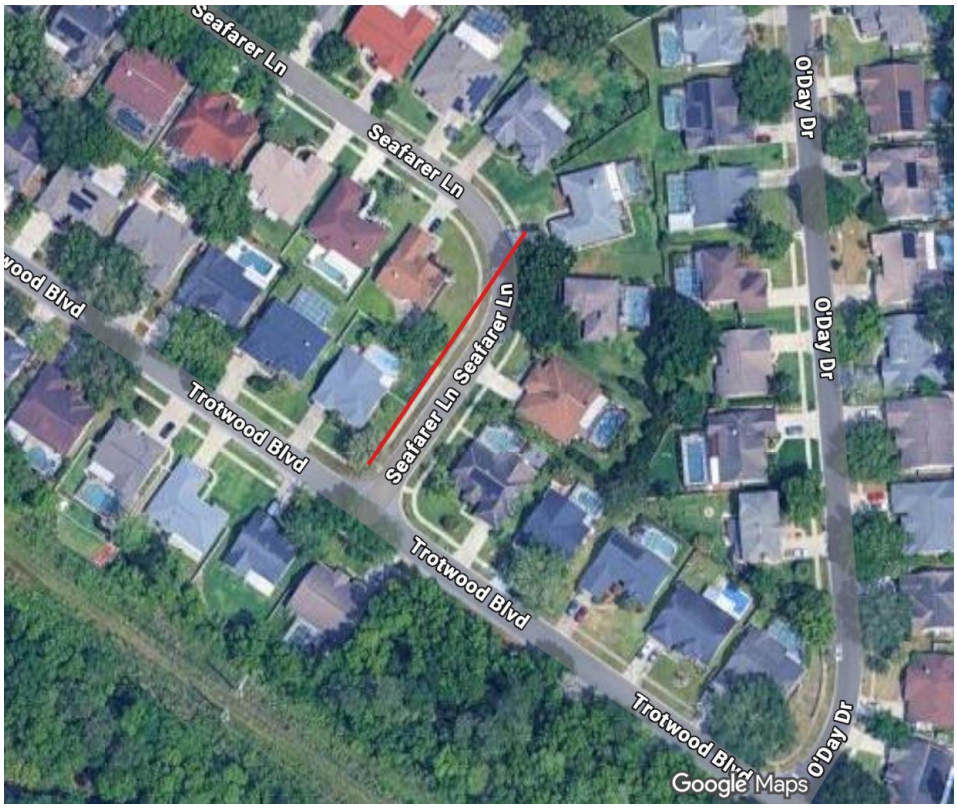
RECOMMENDATION

Staff requests City Commission approval to expend $123,108.77 for storm sewer pipelining services by Flo-Tech Environmental. The work includes two locations: 740 Mimosa Ct (approximately 225 linear feet) at a cost of $59,568.76, and 1134 Seafarer Ln (approximately 240 linear feet) at a cost of $63,540.01.

Location 1: 740 Mimosa Ct, Winter Springs, FL 32708



Location 2: 1134 Seafarer Ln, Winter Springs, FL 32708



City of Winter Springs — 740 Mimosa Ct - 24" CIPP

City of Winter Springs
1126 East State Road 434
Winter Springs, FL 32708
United States

Kevin Monser
kmmonser@winterspringsfl.org
(407) 327-6567

Reference: 20260109-141138344
Quote created: January 9, 2026
Quote expires: April 9, 2026
Quote created by: Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Comments from Luis Ferre

Project Owner Information

Project Owner: City of Winter Springs

Owner Contract/Project Number: SW Relining FY24 (Stormwater Relining FY24)

Owner Project Name: 740 Mimosa 24" CIPP

Project General Contractor (Prime): N/A

Onsite Point of Contact: Kevin Monser

Region: Central

County: Seminole

Flotech Project Manager: Geimar Pino

Job-site Address: 740 Mimosa Ct, Winter Springs, FL 32708

Post-Construction: No

Maps/Plans Provided: Yes

Technical Specifications: ASTM F1216-22, NASSCO PACP

Certified Payroll Applicable: No

Heavy Construction Wage Applicable: No

Deliverables Instruction: NASSCO certified PACP report will be provided along with video logs as final deliverables.

Billing Instructions: Please include PO# in each invoice.

AP / Billing contact email: accountspayable@winterspringsfl.org & CC: kmmonser@winterspringsfl.org

Business Development Rep: Luis Ferre

Scope of Work: Plugging, dewatering, jet-vac cleaning, and televising 240 LF of 24" pipe, in preparation of lining.

Install a resin impregnated felt tube pipe liner into the host pipe, and cure in place, in accordance with ASTM F-1216. Includes pre / post video inspection.

- Mobilization of vehicles and equipment
- Plugging and dewatering of stormwater pipes to prepare for pipe cleaning and inspection
- Pre-repair jetvac cleaning and CCTV inspection of stormwater pipes and associated structures to determine pipe conditions
- Cured in place pipe (CIPP) installation of existing stormwater pipes
    - 24" CIPP x 225 LF (9mm)
- Post-repair cleaning and CCTV inspection of lined pipes
- Offsite disposal of debris
- NASSCO PACP reports, inspection videos and recommendations provided upon completion

Inclusions:

- Sewer Combination Vactor 2100 with 15 CY Debris Tank / 80 GPM / 2500 PSI with operator and laborer.
- Cues Mainline CCTV Inspection Truck with operator.
- Rush Overland Generation II Superlift CIPP Boiler

Exclusions:
Lateral or cross pipe reinstatements, grate or casting removal / replacement, weir wall removal / replacement, baffle removal / reinstatement, MOT Permitting, Major MOT Set-up's, mud plug, Hydrant meter access, grout repairs, joint sealing, root removal, extension hose, turbidity barrier.

Change-Order Clause – CIPP Feasibility

In the event that the existing pipe conditions prevent a successful installation of cured-in-place pipe (CIPP) lining—such as in cases of significant collapse, deformation, or obstruction—Flotech Environmental will promptly notify the client and provide alternative repair recommendations under a change order request. These may include dig-and-replace or sectional point repairs, with a separate scope of work and pricing to be submitted for approval prior to proceeding.

Products & Services

Item & Description	Quantity	Unit Price	Total
24" Diameter Pipe Lining, 9mm Finished Thickness LF	225	$264.75	$59,568.75
BY-PASS/ PUMPING/ DEWATERING WHERE NEEDED EA	1	$0.01	$0.01
	One-time subtotal		$59,568.76
	Total		**$59,568.76**

Purchase terms

Project Owner Information

Project Owner:

Owner Contract/Project Number:

Owner Project Name:

Project General Contractor (Prime):

Onsite Point of Contact:

Estimated Time to Complete:

Region:

County:

Flotech Project Manager:

Job-site Address:

Post-Construction: [Yes] [No]

Maps/Plans Provided: [Yes] [No]

Technical Specifications:

Certified Payroll Compliance Required: [Yes] [No]

Wage Program Type: [Prevailing] [Davis-Bacon (DBRA)] [Local: Responsible] [Local: Living] [N/A]

Deliverables Instruction:

Billing Instructions:

AP / Billing contact email:

Business Development Rep:

Scope of Work:

Inclusions: Please edit before sending to client!

- Sewer Combination Vactor 2100 with 15 CY Debris Tank / 80 GPM / 2500 PSI with operator and laborer.

- Cues Mainline CCTV Inspection Truck with operator.

Exclusions: Please edit before sending to client!
Professional divers, confined space manhole entry, MOT Permitting, Major MOT Set-up's, Hydrant meter access, Repairs, Root removal, Extension hose, soft digging, lift station cleaning/inspection, flex-hose, laser profiling

Assumptions:
Pricing is based on provided project information and assumed site conditions. Work areas must be suitable for requested services without undue risk to equipment or personnel, unless stated otherwise by the Owner in writing.

Change Orders:
If initial investigations or performance reveal conditions different from typical assumptions, the Contractor may negotiate reasonable changes in terms.

Signature

Signature

Date

Printed name

Questions? Contact me

Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Flotech Environmental, LLC
657 South Dr.
Suite 401
Miami Springs, FL 33166
United States

City of Winter Springs — 1134 Seafaren Lane 24" CIPP

City of Winter Springs
1126 East State Road 434
Winter Springs, FL 32708
United States

Kevin Monser
kmmonser@winterspringsfl.org
(407) 327-6567

Reference: 20260109-094817923
Quote created: January 9, 2026
Quote expires: April 9, 2026
Quote created by: Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Comments from Luis Ferre

Project Owner Information

Project Owner: City of Winter Springs

Owner Contract/Project Number: SW Relining FY24 (Stormwater Relining FY24)

Owner Project Name: 1134 Seafarer Ln 24" CIPP

Project General Contractor (Prime): N/A

Onsite Point of Contact: Kevin Monser

Region: Central

County: Seminole

Flotech Project Manager: Geimar Pino

Job-site Address: 1134 Seafarer Ln, Winter Springs, FL 32708

Post-Construction: No

Maps/Plans Provided: Yes

Technical Specifications: ASTM F1216-22, NASSCO PACP

Certified Payroll Applicable: No

Heavy Construction Wage Applicable: No

Deliverables Instruction: NASSCO certified PACP report will be provided along with video logs as final deliverables.

Billing Instructions: Please include PO# in each invoice.

AP / Billing contact email: accountspayable@winterspringsfl.org & CC: kmmonser@winterspringsfl.org

Business Development Rep: Luis Ferre

Scope of Work: Plugging, dewatering, jet-vac cleaning, and televising 240 LF of 24" pipe, in preparation of lining.

Install a resin impregnated felt tube pipe liner into the host pipe, and cure in place, in accordance with ASTM F-1216. Includes pre / post video inspection.

- Mobilization of vehicles and equipment
- Plugging and dewatering of stormwater pipes to prepare for pipe cleaning and inspection
- Pre-repair jetvac cleaning and CCTV inspection of stormwater pipes and associated structures to determine pipe conditions
- Cured in place pipe (CIPP) installation of existing stormwater pipes
    - 24" CIPP x 240 LF (9mm)
- Post-repair cleaning and CCTV inspection of lined pipes
- Offsite disposal of debris
- NASSCO PACP reports, inspection videos and recommendations provided upon completion

Inclusions:

- Sewer Combination Vactor 2100 with 15 CY Debris Tank / 80 GPM / 2500 PSI with operator and laborer.
- Cues Mainline CCTV Inspection Truck with operator.
- Rush Overland Generation II Superlift CIPP Boiler

Exclusions:
Lateral or cross pipe reinstatements, grate or casting removal / replacement, weir wall removal / replacement, baffle removal / reinstatement, MOT Permitting, Major MOT Set-up's, mud plug, Hydrant meter access, grout repairs, joint sealing, root removal, extension hose, turbidity barrier.

Change-Order Clause – CIPP Feasibility

In the event that the existing pipe conditions prevent a successful installation of cured-in-place pipe (CIPP) lining—such as in cases of significant collapse, deformation, or obstruction—Flotech Environmental will promptly notify the client and provide alternative repair recommendations under a change order request. These may include dig-and-replace or sectional point repairs, with a separate scope of work and pricing to be submitted for approval prior to proceeding.

Products & Services

Item & Description	Quantity	Unit Price	Total
24" Diameter Pipe Lining, 9mm Finished Thickness LF	240	$264.75	$63,540.00
BY-PASS/ PUMPING/ DEWATERING WHERE NEEDED EA	1	$0.01	$0.01
	One-time subtotal		$63,540.01
	Total		**$63,540.01**

Purchase terms

Above pricing is based on project information and plans as provided by Client, and assumed site conditions. All quantities provided are estimates. Invoices will be calculated based on the actual quantities, in accordance with the quoted unit rates.

Disclaimer:
Cleaning and CCTV inspection work must meet NASSCO-PACP standards.

The Contractor is not liable for damage caused by preexisting conditions. If the camera cannot pass through a manhole section, the Contractor will attempt inspection from the opposite manhole. If unsuccessful, the inspection is marked as Survey Abandoned and considered complete.

- **An hourly standby rate of $770 will apply for any issues that delay production outside of Flotech Environmental's control.**
- **Nighttime/weekend hourly rates: $300 for 2-man Jet-Vac Cleaning crew; $500 for 3-man Jet-Vac Cleaning or Jet-Vac Cleaning & CCTV Inspection crew.**

If plugging and dewatering line segments are required during the project and were not included in the initial quote, additional costs will be added to the final invoice.

- **Plugging & Dewatering Operations costs: $450 for first plug (up to 24"), $800 for first plug (24"+), additional plugs on the same day: $225 (up to 24"), $400 (24"+).**

Cancellation Notice:
Cancellations before 2:00 PM will result in a charge for the 4-hour minimum at the hourly rate, except for immediate weather conditions affecting safety.

Payment:
Flotech will invoice at the completion of each billing period and payment must be made within Thirty (30) days from the date of the invoice. Should payment not be received within 30 days of service, service may be interrupted until payment is received. Any balance remaining after 30 days will be assessed a 1.5% monthly finance charge. In the event of any action to collect unpaid invoices, Client and/or managing corporation, and/or entity shall be liable to Flotech or its assignee for all costs of collection, including but not limited to attorney's fees and costs, including any costs of litigation relating to such collection and including the collection amount.

Notice to Owner / Notice of Non-Payment
In accordance with Florida lien law, Flotech files a Notice to Owner (NTO) on all projects at the commencement of work. If payment is not received within the agreed payment terms, Flotech will provide prior notice to Client before filing a Notice of Non-Payment (NNP) and may pursue all remedies available under Florida law, including lien enforcement.

ACCEPTANCE OF PROPOSAL / SIGN & RETURN:

Questions? Contact me

Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Flotech Environmental, LLC
657 South Dr.
Suite 401
Miami Springs, FL 33166
United States

PIGGYBACK RIDER FOR LINING OF DRAINAGE PIPES

FLOTECH ENVIRONMENTAL, LLC

THIS "PIGGYBACK" RIDER AGREEMENT FOR LINING OF DRAINAGE PIPES ("Agreement") is made and entered into this 7th day of June, 2024, by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation whose address is 1126 E. State Road 434, Winter Springs, Florida 32708 ("City"), and **FLOTECH ENVIRONMENTAL, LLC**, a Florida limited liability company, whose address is 657 South Drive, Suite 401, Miami, Florida, 33166 ("Contractor"). The City and Contractor agree as follows:

1. The Purchasing Policies of the City of Winter Springs allow for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to "piggyback" an existing government contract, without the need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Contractor has entered into a contract with the City of Cape Coral, Florida, (the "**Original Government Agency**") said contract being identified as **CITY OF CAPE CORAL CONTRACT #BPW2415MM-A LINING OF DRAINAGE PIPES, between the City of Cape Coral, Florida, and Flotech Environmental, LLC., dated February 09, 2024** (said original contract being referred to as the "**Original Government Contract**").

2. The Original Government Contract, including all associated Contract Documents, Exhibits, and Attachments as defined in the Original Government Contract, is incorporated herein by reference and is attached as **Exhibit "A"** to this Agreement. The Invitation For Bid associated with the Original Government Contract, for IFB BPW2415MM-A, is incorporated herein by reference and is attached as **Exhibit "B"** to this Agreement. The Vendor's Response to the IFB BPW2415MM-A is incorporated in the Original Government Contract (**Exhibit "A"**). All terms and conditions set forth in the Original Government Contract (**Exhibit "A"**) and Invitation for Bid (**Exhibit "B"**) and Vendor's Response to the Invitation For Bid (**Exhibit "A"**) are fully binding on the parties, and said terms and conditions are incorporated herein except to the extent expressly modified herein.

3. Notwithstanding the requirements that the Original Government Contract, Solicitation and Response, are fully binding on the parties, the parties have agreed to modify certain provisions of the aforementioned Contract Documents as applied to this Agreement between the Contractor and the City of Winter Springs, as follows:

a. Notwithstanding anything in Exhibit "A" or Exhibit "B" to the contrary, the following terms shall be substituted throughout the Original Government Contract. All references to the "the City of Cape Coral" shall be substituted with references to "City of Winter Springs." All references to the "City" shall refer to the City of Winter Springs.

b. The term of this Agreement with the City of Winter Springs shall take effect on the date of execution by the City and Contractor ("Effective Date") and shall continue for an initial term of five (5) years. Upon the mutual written consent of both parties, the Agreement may be renewed for two (2) additional terms of one (1) year, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

c. The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of

this Agreement shall not be binding upon the City of Winter Springs unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Winter Springs.

d. Order of Precedence.

The Original Government Contract shall be amended to provide that the Contract Documents shall consist of: (1) this Rider; (2) the Original Government Contract, together with all exhibits, attachments, and duly executed amendments; and (3) Invitation To Bid BPW2415MM-A documents together with all addenda thereto issued by the Original Government Agency; (4) the Contractor's Response to ITB BPW2415MM-A and (5) any and all Specifications, Amendments, Purchase Orders, Change Orders, and/or Field Orders issued after the Effective Date of this Agreement by the City of Winter Springs. The order of precedence will be as follows in the event of a conflict among the Contract Documents: properly executed Purchase Orders, Change Orders, Field Orders, and Amendments issued after the Effective Date of this Agreement; this Rider; the Original Government Contract; Invitation for Bid for Original IFB No BPW2415MM-A documents, with all addenda thereto; and the Contractor's Response to IFB BPW2415MM-A.

e. Insurance.

The City shall be named an additional insured under the Contractor's commercial general liability, umbrella liability, and business auto policies.

Certificate Holder address shall read:

City of Winter Springs
Attn: Finance Department
1126 East State Road 434
Winter Springs, FL 32708

The remainder of the insurance requirements presented in Exhibit "A" and Exhibit "B" shall be unchanged.

f. Public Records.

Section 20 of Exhibit "A" is amended to provide as follows.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, City of Winter Springs, 1126 East State Road 434, Winter Springs, FL 32708 or City-Clerk-Department@winterspringsfl.org or (407) 327-6560.

Section 20 is further amended to provide as follows.

If Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida

Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Article.

The remainder of the Section shall be unchanged.

g. Project Price.

The amount set forth in any individual Purchase Order entered into under this Agreement shall not exceed fifty thousand dollars ($50,000) without the prior authorization of the Winter Springs City Commission. The remainder of the Original Government Contract's price terms shall remain unchanged.

h. Substantial Completion.

The date of Final Completion of the Work shall be the date certified in writing by the City when (1) work is sufficiently complete, in accordance with the contract documents, so that the City can occupy or utilize the Work for its intended purpose, as expressed by the Contract Documents, and (2) any additional project-specific requirements or milestones for "Final Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

i. Payment of Project Price

i. Consent of the surety shall be provided with each progress payment application if a Performance and Payment Bonds are required.

ii. The City may decline to make payment and may withhold funds should the Contractor fail to provide consent of the surety with the progress payment if a Performance and Payment Bonds are required.

iii. Consent of the surety is required for final payment if a Performance and Payment Bonds has been accepted for a particular task.

j. Performance and Payment Bond.

The Contractor may be required to submit a Performance and Payment Bond prior to execution of any Purchase Order at the request of the City's Engineer. The Contractor shall be required to submit a Performance and Payment Bond prior to execution of any Purchase Order for any project exceeding a cost of $200,000.00, as required by Section 255.20, Florida Statutes. The Contractor shall utilize the Performance and Payment Bond forms attached to this Agreement as **Exhibits "C" and "D".**

k. Miscellaneous. The following provisions are hereby added to or modified from the Original Government Contract. To the extent the terms and conditions below may conflict with terms and conditions contained in Exhibit "A," or "B," the terms and conditions as set forth below shall control.

i. Notices to the City shall be delivered to:

City Manager
City of Winter Springs, Florida
1126 East State Road 434
Winter Springs, FL 32708

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

ii. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Service Provider agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars ($200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

iii. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

iv. The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, any cause of action filed hereunder shall be filed in Seminole County, Florida, for State actions and Orlando, Florida, for Federal actions.

v. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, fire, flood, windstorm, explosion, riot, war, sabotage, strike (except involving Contractor's labor force), extraordinary breakdown of or damage to City's facilities, court injunction or order, federal and/or state law and/or regulation, or order by any other regulatory agency, provided that the prompt notice of such delay is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days or

longer, either party may terminate this Agreement. Monetary damages will not be awarded to Contractor in the event of Force Majeure.

vi. The Contractor shall seek prior written approval from the City for any necessary lane closure requests before closing, blocking, or barricading any lanes of traffic on roadways within the City.

vii. The Contract shall be governed by the laws of the State of Florida.

vii. In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

l. Payments. Section 12 of the Original Government Contract is stricken in its entirety and replaced with the following:

Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act, § 218.70 et. seq., Florida Statutes. All services provided to and work performed for the City must be described on Contractor's invoice with sufficient clarity for the City to easily identify and confirm the services having been provided and work having been performed. All invoices shall indicate the type of work being performed and note the appropriate pricing, charge, and hourly rate, if applicable.

m. Section 27 of Exhibit A of the Original Government Contract – "Purchase and Sale of Real and Personal Property: CONE OF SILENCE," is hereby repealed in its entirety.

IN WITNESS WHEREOF, authorized representatives of the CITY and the CONTRACTOR have executed this Piggyback Rider to the Original Government Contract on the date below noted.

CITY:

Philip Hursh, Interim City Manager

Date: 6/7/24

FLOTECH ENVIRONMENTAL, LLC

Print Name: Joel L. Feere'

Print Title: MEMBER

Date: June 7th, 2024

ATTEST:

Christian Gowan, City Clerk

CITY OF WINTER SPRINGS INCORPORATED 1959 SEMINOLE COUNTY, FLORIDA

EXHIBIT A

ORIGINAL GOVERNMENT CONTRACT
AND
CONTRACTOR RESPONSE TO ITB BPW2415MM-A

Res. 40-24
Exh. 1 2-7-24

CITY OF CAPE CORAL
CONTRACT #: BPW2415MM-A
LINING OF DRAINAGE PIPES

THIS CONTRACT is made this 9th day of February, 2024 by and between the **CITY OF CAPE CORAL, FLORIDA,** hereinafter called **"CITY"**, and **FLOTECH ENVIRONMENTAL, LLC**, located at 657 South Drive, Suite 401, Miami, FL 33166, hereinafter called **"CONTRACTOR"**.

WITNESSETH: For and in **consideration of the payments** and agreements mentioned hereinafter:

1. The CONTRACTOR will provide Lining of Drainage Pipe services in accordance with the Contract Documents.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents.

3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS as stipulated in the written NOTICE TO PROCEED.

4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the prices and labor rates listed on the CONTRACTOR'S Official Bid Proposal Form during the term of the contract more specifically EXHIBIT A, attached as submitted.

5. This Contract may be terminated by the CITY for its convenience upon thirty (30) calendar days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.

6. The Term "Contract Documents" shall include this Contract, CITY issued document, addendum or email addendum, Contractor's Quote/bid except when it conflicts with any other contractual provision, the City's General Terms and Conditions dated 12/20/2023, the Specifications and Drawings, any Special Conditions, together with all Written Amendments, Change Orders, Work Change Directives or Field Orders, and the purchase order. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.

7. **Assignment:** This Contract may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.

8. **Disclosure:** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.

9. **Administration of Contract:** The Department Director, or his representative, shall administer this Contract for the CITY.

10. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract,

each party shall be responsible for its own reasonable costs and attorney's fees. The Parties hereby waive their respective right, title, or interest to a trial of any disputed issues or facts by a jury.

11. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless, such amendments or variations are in writing and signed by the parties.

12. **Payments:** CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

    Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

    https://www.capecoral.gov/Procurement/ACH%20Authorization%20Form.pdf

    Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

    The link below will take you to the City of Cape Coral vendor Registration page:

    https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

    Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

13. **Contractor's Representations:** In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

    CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

    CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

    CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

14. **Indemnity:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.

15. **Damage Liability:** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.

16. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

17. **Insurance:**
Minimum Insurance Requirements: *The following are the required minimums the vendor must maintain throughout the duration of this contract. The City reserves the right to request additional documentation regarding insurance provided.*

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
$1,000,000 combined single limit (CSL); or
$500,000 bodily injury per person
$1,000,000 bodily injury per accident
$500,000 property damage per accident

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

Workers' Compensation:
Statutory

Employers' Liability will have minimum limits of:
$1,000,000 per accident
$1,000,000 disease limit
$1,000,000 disease – policy limit

The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. **The "Certificate Holder" shall read as follows:**
   City of Cape Coral
   P.O. Box 150027
   Cape Coral, Florida 33915-0027

   b. **The "Description of Operations/Locations/Vehicles" shall read as follows:**

   "The City of Cape Coral is named as an Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage."

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

Project-Specific Insurance Requirements: ***Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract for specific risks in addition to minimum requirements. The City reserves the right to request additional documentation regarding insurance provided.***

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

  $1,000,000 per occurrence
  $2, 000,000 general aggregate

Minimum completed operations period—5 years for environmental services/work and site/dirt work (excavation, paving, landscaping, and digging).

- **Longshore and Harbor Workers' Compensation & Employers' Liability** – Statutory benefits as defined by federal law for job injuries that occur on the navigable waters of the United States as described in the United States Longshore and Harbor Workers' Compensation Act ("LHWCA" or "USL&H) to include all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Employers' Liability will have minimum limits of

Longshore and Harbor Workers' Compensation
Statutory Limits

Employers' Liability

$1,000,000 per accident
$1,000,000 disease limit
$1,000,000 disease – policy limit

The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

- **Umbrella/Excess Liability** – A form of excess liability insurance, umbrella policies cover claims exceeding the limits stipulated by the underlying policy's terms, while also providing broader coverage encompassing losses outside of those outlined within the initial policy.

  $1,000,000 per occurrence
  $2,000,000 general aggregate

18. **Record Keeping:** The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

    Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

    The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Contractor and/or sub-contractor(s) the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined to be more than One Hundred Thousand and No/100 Dollars ($100,000.00), in addition to adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. Any adjustments and/or payments which must be made because of any such audit or inspection of Contractor's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the CITY's findings to Contractor. This provision survives the expiration of this Agreement.

19. **Contract Cancellation:** Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Contractor, refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt from disclosure.

20. **Public Records:**
The CITY is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (239) 574-0411, ctyclk@capecoral.gov, City of Cape Coral, 1015 Cultural Park Boulevard, Cape Coral, FL 33990.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the public agency to perform the service;

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY;

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

21. **Safety and OSHA Compliance:**

A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

22. **Annual Appropriation Contingency:** Pursuant to FL Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.

23. **E-Verify Validation:**
As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify

system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system (emphasis mine).

Contractor must include E-Verify Memorandum of Understanding (MOU) Verification document.

PUBLIC AGENCY CONTRACTING

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) **1.** A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

24. **Electronic Signatures**: The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

25. **Counterparts**: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

26. **Entire Agreement**: This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

27. **Scrutinized Companies List**: Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity 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 company 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:

    1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or

    2. Is engaged in business operations in Cuba or Syria.

(Remainder of page intentionally left blank.)

CITY OF CAPE CORAL
CONTRACT #: BPW2415MM-A
LINING OF DRAINAGE PIPES

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in **one** counterpart which shall be deemed an original on the date last signed as below written:

(CITY SEAL)
ATTEST:

Signature: Kimberly Bruns
Printed Name: Kimberly Bruns, CMC
Title: City Clerk
Date: 2-12-24

CITY:

CITY OF CAPE CORAL, FLORIDA

Signature: Connie Barumba
Printed Name: Michael Ilczyszyn
Title: City Manager
Date: 2/2/2024

CITY LEGAL REVIEW:

for Aleksandr Boksner
City Attorney — Date: 1/10/2024

CONTRACTOR:

FLOTECH ENVIRONMENTAL, LLC

Signature: Josi Alberto Ferri
Print Name: Josi Alberto Ferri
Title: Managing Member
Date: 1/18/24

EXHIBIT A

BPW2415MM Addendum 1
Flotech Environmental, LLC
Supplier Response

Event Information

Number: BPW2415MM Addendum 1
Title: Lining of Drainage Pipes
Type: Invitation to Bid
Issue Date: 11/1/2023
Deadline: 12/6/2023 02:00 PM (ET)
Notes: The City of Cape Coral will receive bids for a Maintenance Contract to Perform Lining of Drainage Pipes, BPW2415MM. Detailed specifications may be obtained in this bid listing. Bids will be publicly opened at Cape Coral City Hall, 1015 Cultural Park Blvd, Cape Coral, FL 33990. The location of the bid opening, for those wanting to attend in person, can be found in this solicitation, under the "Activities" tab.

Furnish all labor, material, equipment, and operations necessary to line, only by cured-in-place pipe lining method, of deteriorated stormwater drainage pipe ranging in diameter from 15 inches to 72 inches.

Contact Information

Contact: Mark Milkovich Procurement Specialist
Address: 1015 Cultural Park Blvd
City Hall - 2nd Floor/Finance-Procurement
Cape Coral, FL 33990
Email: mmilkovi@capecoral.gov

Flotech Environmental, LLC Information

Address: 657 South Drive
Suite 401
Miami, FL 33166
Phone: (866) 299-3323

The person submitting this bid or proposal represents and warrants that he or she is duly authorized and has legal capacity to do so. This bid or proposal is authorized and is a valid and legal binding offer subject to acceptance by the City. For purposes of this bid or proposal, electronic, mechanically-applied and printed signatures, seals and dates shall be considered original signatures, seals and dates, without regard to the order in which they were affixed. The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

Jose L. Ferre
Signature

estimating@flotechllc.com
Email

Submitted at 12/6/2023 12:15:34 PM (ET)

Requested Attachments

Business Licenses and Business Tax Receipts

Licenses & BTRs - Flotech Environmental, LLC.pdf

Upload copies of all business licenses and business tax receipts as required by the solicitation. Title it Licenses & BTR's - (Firm Name)

Corporate Resolution Form

Corporate Resolution - Flotech Environmental, LLC.pdf

Upload completed Corporate Resolution Form OR attach your company's corporate resolution form or document(s). Title it Corporate Resolution - (Firm Name)

Form 3A

No response

Upload completed Form 3A, if applicable. Title it Form 3A - (Firm Name)

Certificate of Insurance

COI - Flotech Environmental, LLC.pdf

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS: Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities. Title it COI - (Firm Name)

Business Qualification Questionnaire

Business Qualifications - Flotech Environmental, LLC.pdf

Upload your completed Business Qualification Questionnaire. Title it Business Qualifications - (Firm Name)

Reference Forms

Reference Forms - Flotech Environmental, LLC.pdf

Upload completed reference forms. Title it Reference Forms - (Firm Name)

Division of Corporations

Flotech Environmental 2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT.pdf

Upload copy of your registration from the website www.sunbiz.org Title it Division of Corporations - (Firm Name)

Trench Safety Act Compliance Form

Trench_Safety_Act_Compliance_Form.pdf

Upload completed Trench Safety Act Compliance Form. If not applicable, mark as N/A, sign and return. Title it Trench Safety - (Firm Name)

Local Vendor Preference Establishment Form — *No response*

Upload completed Local Vendor Preference Establishment Form, if applicable. Title it Local Vendor Form - (Firm Name)

Certified Minority Business — State of Florida MBE - Flotech Environmental, LLC.pdf

Upload documents to verify the classification being claimed, if applicable Title it Minority Business Form - (Firm Name)

Evidence of Bonding Capacity — Bonding - Flotech Environmental, LLC.pdf

Upload a letter from a surety company showing evidence of bonding capacity. Title it Bonding - (Firm Name)

Attachment - Immigration - E-Verify From — Template - Immigration - E-Verify Affidavit - Project #BPW2415MM .pdf

Provide completed E-Verify form with submittal.

E-Verify Memorandum of Understanding (MOU) — Employer MOU - Flotech Environmental, LLC.pdf

Provide completed and returned MOU from E-Verify with submittal. Title the Document: E-Verify MOU - (Supplier name)

Response Attachments

Flotech Env Qualifications Package 10-2023.pdf

Qualifications Package

Bid Attributes

1	**Taxpayer Identification Number (FEIN or Social Security #)** Please provide the Federal Employer Identification Number or Social Security Number of entity. 45-4556187
2	**Introduction, General Terms & Conditions, and Special Conditions** Download the Introduction, General Terms and Conditions, and Special Conditions on the "Attachments" tab. Review and indicate below: ☑ I have downloaded, read and agree.
3	**Specifications and Requirements** Please download the Specifications and Requirements located in the "Attachments" tab. ☑ I have downloaded, read and agree.
4	**State of Florida, Division of Corporations** Please submit a copy of your registration and the corresponding document number from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. Indicate the document is attached and you can add any notes as required. DOCUMENT# L12000004059 The Document is attached.

5 Collusion Statement

The undersigned Bidder/Proposer affirms that the proposal/bid is genuine and not collusive or sham; that the bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder/proposer, or to fix overhead, profit or cost element of said bid price, or that of any other bidder/proposer, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

☑ I agree

6 Scrutinized Companies Certification

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

☑ I agree

7 Public Entity Crimes Act

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☑ I agree

8 Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

☑ I agree

9 Form 3A - Interest in Competitive Bid for Public Business

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non- responsive.

Form 3A can be found in the "Attachments" tab, if needed.

N/A

10 **Corporate Resolution**

The corporate resolution form is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture or entity. This may include signing of bid documents, contracts, forms, and agreements. The corporate resolution form includes the name of individuals, with their signatures and their official title with the entity submitting a bid or proposal.
Proposers must provide either the corporate resolution form (see Attachment Library) or the company's official letterhead, indicating the authority of the individuals who may sign and legally bind the company in proposals, bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the company. The document should include the company's official address and phone number. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement.
The City's form can be found in the "Attachments" tab, if needed.

I am submitting the company's corporate document.

11 **Drug Free Workplace**

Florida Statutes Section 112.0455 is the "Drug-Free Workplace Act". The purpose of the Act is:
(a) promote the goal of a drug-free workplace within government through fair and reasonable drug-testing methods for the protection of public employees and employers.
(b) Encourage employers to provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.
(c) Provide for confidentiality of testing results.

☑ I agree

12 **Reference Survey Forms**

Submit three (3) completed Reference Survey Forms for past projects completed within the past year, preferably of projects of similar scope and size. The City reserves the right to contact these references.
The Reference Survey Form can be found in the "Attachments" tab.

☑ I have attached completed reference form(s).

13 **Insurance Requirements**

See attached Minimum Insurance Requirements form for information relative to insurance requirements, found in the "Attachments" tab.
Without limiting its liability under this Invitation to Bid, the awarded bidder(s) shall procure and continuously maintain, without interruption, at its own expense, insurance specified on the enclosed form.
Neither approval nor failure to disapprove the insurance furnished by awarded bidder to the City shall relieve the awarded bidder of the awarded bidder's full responsibility to provide insurance, as required by this contract. The awarded bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; included any and all option years that may be granted to that awarded bidder. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded bidder shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.
By submitting a response to the solicitation, respondent is agreeing to meet the insurance requirements of the project, which are subject to change.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:
Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities.

☑ I agree

14 Deviations from Bid Specifications

Bidder shall clearly indicate all areas in which the items the bidder proposes does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

Please indicate all deviations.

No response

15 Designated Contact

Provide a primary contact that will be available during normal work hours by phone or in person and knowledgeable of all terms of the contract.

List the name, title, phone #, and email address for the primary contact below.

Jose Alberto Ferre Managing Member 305-794-2826 jose.a.ferre@flotechllc.com

16 Bids to Remain Effective

Bids shall be effective for 120 days from Bid Opening Date, and thereafter if accepted by the City for the term designated in this bid. By submitting a bid you are in agreement with this timeframe.

17 Contract Term

The Term of the Contract shall be for five (5) years with the option for two one-year additional one-year periods if mutually agreed upon.

☑ I Understand and agree

18 License Requirement

It is required that the bidder hold a valid General Contractors license through the State of Florida, have a local competency license and also be registered in the City of Cape Coral.

Bidder will attach copies of the documents as proof of qualifications.

☑ I have attached the documents as requested above.

19 City Employees

Does your company employ any City of Cape Coral employees? Please indicate "Yes" or "No". If "Yes", note the employees name, department and division.

No

20 Annual Appropriation

The City's performance and obligation to pay under this contract is contingent upon annual an appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.

☑ I Agree

21 Bid Security - Not applicable

A bid security is not applicable for this bid.

22 **Local Vendor Preference**

In accordance with Article VII Division 1 Sections 2-144(a(10) of the City of Cape Coral Ordinance prior to award, a vendor who desires to be considered for local preference in a bid/proposal must submit sufficient information with its bid/proposal to allow consideration, including a copy of a paid business tax receipt showing a full 12 months in advance of the bid submittal date.

If any grants are applicable to this procurement, local vendor preference will not be applicable. Grants may be obtained prior to, during, and after solicitation release.

Are you claiming Local Vendor Preference? If YES, please complete and attach the Local Vendor Preference Establishment form found in the "Attachments" tab.

NO

23 **Electronic Funds Transfer (EFT"S)**

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer. The form may be accessed on the City of Cape Coral website at:

https://www.capecoral.gov/Procurement/ACH%20Authorization%20Form.pdf

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

☑ I Acknowledge

24 Public construction and Other Bonds - Bids

1. When the successful bidder delivers the executed Agreement to the City, it shall be accompanied by the required Public Construction/Security Bond (SAMPLE Public Construction Bond form found under Attachment Tab). The Bond shall be an amount at least equal to the Contract Price as security for the performance and payment of all Contractor's obligations under the Agreement. The contractor shall be required to record the bond in the public records of the County where the improvement is located and post a copy of the bond in a prominent location at the work site.

2. The successful bidder shall furnish City with a Public Construction Bond executed by an acceptable surety company on the Bond from provided under the Attachment Tab.

3. To be acceptable to the City as surety on bonds, surety shall comply with the following provisions to be provided in bid package:

3.1 Surety must be licensed to do business in Florida and shall comply with all provisions of Florida State Statutes;

3.2 Surety must have been in business and have a record of successful, continuous operation for at least five (5) years;

3.3 Attorneys-in-fact who sign bid bonds or supply contract bonds must file with such bond a certified copy of their power of attorney to sign such bond;

3.4 Agents of Surety Companies must list their name, address, and telephone number on all bonds;

3.5 Surety shall have the following minimum rating:

3.5.1 Best's Financial Rating of A-XII

3.5.2 Best Policyholder's Rating of "A" which signifies "excellent" based on good underwriting, economic liabilities, net resources for unusual stock, and sound investment.

4. The bond shall remain in effect during the guarantee period until such time that it is replaced by a warranty bond as detailed in the technical specifications.

5. All bonds must be executed under the corporate seal of the surety and countersigned on the part of the surety by a qualified resident agent of the company or any attorney-in-fact with proof of power attached to the bond.

6. If the surety ceases to meet any of the requirements of paragraph 3 above, Contractor shall within ten (10) days substitute another Bond and Surety. Both must be acceptable to City.

7. Failure to execute the agreement and provide the Public Construction Bond within ten (10) calendar days from the date of the notification of the award shall be just cause for the City to annul and void the award and declare forfeiture of the proposal guarantee (Bid Bond) or good faith deposit in liquidation of all damages sustained by Owner. An Award may then be made, at the City's discretion, to the next lowest responsible Bidder or the work may be re-advertised and re-bid.

☑ I Agree

25 **E-Verify**

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system (emphasis mine).

NOTE: **Response to this Solicitation must include E-Verify Memorandum of Understanding (MOU) Verification document. Upload the E-Verify MOU document under the Response Attachment Tab.**

PUBLIC AGENCY CONTRACTING

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c)1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

☑ I Acknowledge and Agree

26 **Immigration Affidavit Certification**

Every contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Complete the Immigration Affidavit Certification Form found under the Attachments Tab and upload the completed Notarized form under the Response Attachments Tab.

☑ I Acknowledge and Agree

27 **ARTICLE VII: Purchase and Sale of Real and Personal Property: CONE OF SILENCE**

In accordance with Article VII, Division 1, Section 2-151 (k) of the City of Cape Coral Ordinance.
The Cone of Silence prohibits any communication regarding a particular RFP, RFQ or bid solicitation after they have been
advertised. This Cone of Silence is designed to protect the professional integrity of the procurement

process by shielding it from undue influences prior to the recommendation of contract award.

§ 2-151

(k) **Cone of Silence**.

(1) Prohibited communication. Except as set forth in subsection (4) below, during a Competitive Solicitation, a cone of silence shall be in effect between:

a. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to, or are currently being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative; and

b. Any City Council member, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Council or the City Manager to evaluate, select, or make a recommendation to the City Council or the City Manager regarding a Competitive Solicitation.

(2) Effective dates. A cone of silence shall begin and shall end for Competitive Solicitations as follows:

a. A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the Competitive Solicitation, upon the receipt of an unsolicited proposal, or during such other procurement activities as declared by the City Council.

b. The cone of silence shall terminate when either a contract is finally approved, a protest is filed pursuant to section 2-150, or the city rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process.

(3) Notice. When the cone of silence becomes effective for a particular Competitive Solicitation, the City Manager or designee shall provide notice of the cone of silence to the City Council. The solicitation document for the goods or services shall generally disclose the requirements of this section.

(4) Permitted communication.

a. The cone of silence shall not apply to written or oral communications to the Procurement Manager, Procurement Manager's designee or to the City Attorney's Office.

b. Nothing contained in this section shall prohibit any person or entity subject to this section from:

1. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.

2. Engaging in contract negotiations with the entity selected to negotiate the terms of the contract or with the City Council during a public meeting.

3. Making a presentation to the City Council or the selection advisory committee related to the competitive solicitation.

4. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement.

5. Communicating with the city attorney or purchasing and contract administration staff in writing as provided in subsection (c) below.

(5) Violations. Any action in violation of this section may be immediate disqualification of the Competitive Solicitation or shall result in the disqualification of the vendor.

(6) Exceptions. The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, or quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian, or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Cape Coral, or that promote or assist community or neighborhood enhancements.

(Ord. 25-95, 6-12-1995; Ord. 68-07, 7-23-2007; Ord. 25-23 , § 1, 4-5-2023)

☑ I Understand and Agree

28 **Maintenance of Traffic**

MAINTENANCE OF TRAFFIC (MOT): Payment for this item shall be for each SOW, based upon the road classification.
Reference #4 in the Line Item Tab.

☑ Yes

29 **Mobilization/Demobilization**

MOBILIZATION (MOB): Payment for this item shall be for each SOW, based upon the construction cost of each SOW.
Reference #5 in the Line Item Tab.

☑ Yes

30 **Addenda**

By checking the box below you are acknowledging the changes made during addendum #1.

Changes: See Addendum #1 in the Attachments Tab.

☑ I understand and agree

Bid Lines

1 **Package Header**

PIPE LINING

Quantity: 1 UOM: EA Total: $5,525.75

Item Notes: Pipes 42" and up normally require the grate/casting removal and replacement and should be included in the price.

Package Items

1.1 15" Diameter Pipe Lining, **6mm** Finished Thickness

Quantity: 1 UOM: LF Price: $188.50 Total: $188.50

1.2 18" Diameter Pipe Lining, **6mm** Finished Thickness

Quantity: 1 UOM: LF Price: $205.75 Total: $205.75

1.3 21" Diameter Pipe Lining, **9mm** Finished Thickness

Quantity: 1 UOM: LF Price: $247.25 Total: $247.25

1.4 24" Diameter Pipe Lining, **9mm** Finished Thickness

Quantity: 1 UOM: LF Price: $264.75 Total: $264.75

1.5 27" Diameter Pipe Lining, **10mm** Finished Thickness

Quantity: 1 UOM: LF Price: $296.50 Total: $296.50

1.6 30" Diameter Pipe Lining, **12mm** Finished Thickness

Quantity: 1 UOM: LF Price: $339.75 Total: $339.75

1.7 36" Diameter Pipe Lining, **15mm** Finished Thickness

Quantity: 1 UOM: LF Price: $404.75 Total: $404.75

1.8 42" Diameter Pipe Lining, **18mm** Finished Thickness

Quantity: 1 UOM: LF Price: $486.50 Total: $486.50

1.9 48" Diameter Pipe Lining, **20mm** Finished Thickness

Quantity: 1 UOM: LF Price: $562.00 Total: $562.00

1.10 54" Diameter Pipe Lining, **25mm** Finished Thickness

Quantity: 1 UOM: LF Price: $720.00 Total: $720.00

1.11 60" Diameter Pipe Lining, **28mm** Finished Thickness

Quantity: 1 UOM: LF Price: $755.00 Total: $755.00

1.12 72" Diameter Pipe Lining, **34mm** Finished Thickness

Quantity: 1 UOM: LF Price: $1,055.00 Total: $1,055.00

2 Package Header

BY-PASS / PUMPING / DEWATERING WHERE NEEDED

Quantity: 1 UOM: EA Total: $0.12

Item Notes: Pipes 42" and up normally require grate/casting removal and replacement and should be included in the price.

Package Items

2.1 15" Pipe Diameter

Quantity: 1 UOM: EA Price: $0.01 Total: $0.01

2.2 18" Pipe Diameter

Quantity: 1 UOM: EA Price: $0.01 Total: $0.01

2.3 21" Pipe Diameter

Quantity: 1 UOM: EA Price: $0.01 Total: $0.01

2.4 24" Pipe Diameter

Quantity: 1 UOM: EA Price: $0.01 Total: $0.01

2.5 27" Pipe Diameter

Quantity: 1 UOM: EA Price: $0.01 Total: $0.01

2.6 30" Pipe Diameter

Quantity: 1 UOM: EA Price: $0.01 Total: $0.01

2.7 36" Pipe Diameter

Quantity: 1 UOM: EA Price: $0.01 Total: $0.01

2.8 42" Pipe Diameter

Quantity: 1 UOM: EA Price: $0.01 Total: $0.01

2.9 48" Pipe Diameter

Quantity: 1 UOM: EA Price: $0.01 Total: $0.01

2.10 54" Pipe Diameter

Quantity: 1 UOM: EA Price: $0.01 Total: $0.01

2.11 60" Pipe Diameter

Quantity: 1 UOM: EA Price: $0.01 Total: $0.01

2.12 72" Pipe Diameter

Quantity: 1 UOM: EA Price: $0.01 Total: $0.01

3 Package Header

Maintenance of Traffic (MOT)

Quantity: 1 UOM: LS Total: $1,200.01

Package Items

3.1 MOT: Local Roads

Quantity: 1 UOM: LS Price: $0.01 Total: $0.01

3.2 MOT: Collector Roadways

Quantity: 1 UOM: LS Price: $500.00 Total: $500.00

3.3 MOT: Arterial

Quantity: 1 UOM: LS Price: $700.00 Total: $700.00

4 Package Header

MOBILIZATION (MOB): Price for MOB based on the SOW price.

Quantity: 1 UOM: LS Total: $3,000.01

Item Notes: Payment for this item shall be based on the construction cost per Statement of Work

Package Items

4.1 MOBILIZATION (MOB): Price for MOB where the SOW is priced less than $25,000.

Quantity: 1 UOM: LS Price: $3,000.00 Total: $3,000.00

4.2 MOBILIZATION (MOB): Price for MOB where the SOW is priced greater than $25,000.

Quantity: 1 UOM: LS Price: $0.01 Total: $0.01

5 Package Header

EXCAVATION FOR LINE OBSTRUCTION

Quantity: 1 UOM: HR Total: $1,000.00

Package Items

5.1 Excavation for Line Obstruction

Quantity: 1 UOM: HR Price: $1,000.00 Total: $1,000.00

Response Total: $10,725.89

EXHIBIT B

INVITATION FOR BID NO. BPW2415MM-A

INVITATION TO BID

INTRODUCTION, GENERAL CONDITIONS & SPECIAL CONDITIONS

SERVICE SOLICITATIONS

INTRODUCTION

The City of Cape Coral was incorporated in 1970 and operates under the Council/City Manager form of government. The City Council has eight members consisting of the mayor and seven members all elected at large on a nonpartisan basis. City Council is responsible for all policy-making functions of the government and retains the services of a City Attorney, City Auditor and City Manager. The City Manager is responsible for all administration of the City, which provides a comprehensive range of municipal services including general government, public safety, community services, public works, planning, utilities, and parks and recreation.

Cape Coral is the 8th largest city by population and the 3rd largest by land mass in Florida. Cape Coral currently has a population of more than 200,000 residents and is experiencing high growth. As a pre-platted community, Cape Coral could have more than 360,000 residents at buildout. The city has a sub-tropical lifestyle with thousands of waterfront residential properties on almost 400 miles of canals. About two-thirds of these canals provide boaters with direct access to the Gulf of Mexico.

The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

2.0 GENERAL CONDITIONS

2.1 DEFINITIONS

2.1.1 **Addenda** are issued electronically via the e-bid platform, prior to the opening of Bids which clarify, correct, or change the Bidding Requirements of the Contract Documents.

2.1.2 **Agreement**: The written contract between City and Contractor covering the work to be performed or goods to be purchased; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

2.1.3 **Bid:** The offer or proposal of the bidder setting forth the prices for the work to be performed or goods to be purchased. Also referred to as "e-bid" or electronic bid.

2.1.4 **City:** Shall be understood as referring to the City of Cape Coral, Florida.

2.1.5 **Contract Documents** are the agreement, Addenda, Contractor's Bid, except when it conflicts with any other contractual provision, the Notice to Proceed, the Bonds, this Bid Package, these General Conditions, the Specification and Drawings, any Special Conditions, together with all Written Amendments.

2.1.6 **Contract Price** is the monies payable by the City to the Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement.

2.1.7 **Contract Time** is the number of days or the dates stated in the Agreement.

2.1.8 **Contractor:** Shall be understood as referring to the individual, corporation, or partnership whose name appears on the Contract.

2.1.9 **Effective Date of the Agreement** is the date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the last of the parties.

2.2 INVITATION TO BID

2.2.1 **NOTICE IS HEREBY GIVEN** that the City of Cape Coral, Florida is advertising for sealed bids. All items included in the electronic bid are a part of this bid and by reference are made a part thereof

2.2.2 In the event of any conflict between this Invitation to Bid and City of Cape Coral Ordinance, the provisions of the Ordinance shall prevail.

2.3 SUBMISSION OF BIDS

2.3.1 Firms shall submit their responses to this Invitation to Bid (ITB) via the electronic procurement portal, Ion Wave. Responses must be submitted electronically by the time and date indicated on the ITB.

2.3.2 Failure to return all the required items with a bid/proposal MAY result in your bid being considered non-responsive and may not be considered for award.

2.3.3 The person submitting this bid or proposal represents and warrants that he or she is duly authorized and has legal capacity to do so on the company's behalf.

2.3.4 A bidder responding to this Invitation to Bid (ITB) as a joint venture is required to obtain bid authority under Rule 61G4-15.0022, Florida Administrative Code and include evidence of such bid authority in its response to this ITB.

2.4 QUALIFICATIONS OF BIDDERS

2.4.1 Only one proposal from an individual, firm or partnership, or corporation under the same or different names will be considered. Should it appear to the City that any Bidder is interested in more than one proposal for the work contemplated, all proposals in which such Bidder is interested will be rejected. Should there be any reasonable grounds for the City to believe that a collusion or combination exists between Bidders, all proposals may be rejected and all such Bidders or participants in such combination or collusion will be disqualified from any future bidding for the same project.

2.4.2 Bids will be considered only from firms normally engaged in the sale and distribution of the items specified herein. Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City of Cape Coral.

2.4.3 The City reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions.

2.4.4 The City of Cape Coral will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject bids where evidence is submitted, or investigation and evaluation, indicates inability of the bidder to perform.

2.5 EXAMINATION OF BIDDING DOCUMENTS AND SITE – (AS APPLICABLE)

2.5.1 Before submitting a Bid each bidder must (a) examine the Bidding Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate observations with the Bidding Documents.

2.5.2 Reference is made to the Special Conditions (if applicable) for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or conditions otherwise affecting cost, progress or performance of the Work which have been relied upon by A/E in preparing the Drawings and Specifications. City will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy. For his

bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Bidding Documents.

2.5.3 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Special Conditions (if applicable), General Conditions or Drawings.

2.5.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this paragraph 1.6 and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

2.6 INTERPRETATIONS/QUESTIONS

2.6.1 All questions about the meaning or intent of the Bidding Documents shall be submitted via the Electronic Procurement (E-Procurement) platform by the date and time stated in the Events Tab of the E-Procurement. Questions shall be submitted through the Questions Tab and selecting Add Question.

2.6.2 Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to all prospective bidders by addendum only. All addendums will be posted through the electronic bid platform. By submitting a bid, the firm is acknowledging it has reviewed all addenda related to the bid.

NO ADDENDA WILL BE ISSUED WITHIN FIVE (5) BUSINESS DAYS PRIOR TO THE SUBMISSION DEADLINE, UNLESS AN ADDENDUM HAS BEEN ISSUED EXTENDING THE DEADLINE.

2.7 MODIFICATION AND/OR WITHDRAWAL OF BIDS PRIOR TO BID OPENING

Mistakes discovered before the Bids are opened may be modified or withdrawn by the bidder through the electronic bid platform, prior to the time set for the bid submittal.

2.8 BID SECURITY, IF REQUIRED

If a bid security is required, a copy must be attached within the e-bid submittal and the original document to be submitted via hard copy in a sealed envelope to the City. The sealed envelope should include the bid #, bid title, and company name. The sealed envelope is to be delivered to the City of Cape Coral at 1015 Cultural Park Blvd, 2nd Floor – Procurement Division, Cape Coral, FL 33990 by the bid closing date and time stated in the e-bid.

It is the responsibility of the Vendor to ensure the bid security is received by the Procurement Division by the submission deadline. Procurement is not responsible for late mail or deliveries.

2.9 OPENING OF BIDS

2.9.1 Bids are to be submitted in accordance with the instructions provided herein. Per Florida State Statute 255.0518, the names of bidder and price submitted will be read aloud and recorded.

2.9.2 Pursuant to Florida State Statute 119.071(2), sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s.119.071(1) and s.24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

2.10 WITHDRAWAL OF BIDS AFTER BID OPENING

After bids are opened, corrections or modifications to bids are not permitted, but a bidder may be permitted to withdraw an erroneous bid, prior to the bid award by City Council, if the following is established:

2.10.1 That the bidder acted in good faith in submitting the bid;

2.10.2 That in preparing the bid there was an error of such magnitude that enforcement of the bid would work severe hardship upon the bidder;

2.10.3 That the error was not the result of gross negligence or willful inattention on the part of the bidder;

2.10.4 That the error was discovered and communicated to the City within twenty-four (24) hours of bid opening, along with a request for permission to withdraw the bid; and

2.10.5 The bidder submits documentation and an explanation of how the bidding error was made.

2.11 BID PROTEST PROCEDURE

Protests must be filed in accordance with Article VII Division 1 Section 2-150 of the City of Cape Coral Ordinance. Refer to Protest Procedures included with this solicitation for specific information.

2.12 AWARD OF CONTRACT

2.12.1 The City reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids.

2.12.2 The Successful Bidder will be awarded the amount indicated in the electronic bid submittal. In evaluating bids, the City shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, in the electronic bid.

2.12.3 The City intends to award to the lowest responsive, responsible bidder. In determining the lowest responsive responsible bidder, in addition to price, the following shall be considered:

2.12.3.1 The ability, capacity, skill and sufficiency of resources of the bidder to perform the contract.

2.12.3.2 The bidder's ability to perform the contract within the time specified.

2.12.3.3 The character, integrity, reputation, judgment, experience and efficiency of the bidder.

2.12.3.4 The quality of performance of the bidder on previous City contracts.

2.12.3.5 The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

2.12.3.6 The quality, availability and adaptability of the supplies or professional or contractual services to the particular use required.

2.12.3.7 The ability of the bidder to provide future maintenance, service or warranty work.

2.12.4 They City reserves the right to award by group or split the award between vendors as best serves the requirements of the City of Cape Coral.

2.12.5 The City Council reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids; to reject any and all bids in whole or in part with or without cause, and/or to accept bids that in its judgment will be in the best interest of the City. Following complete investigation of each bid received by the City, the City Council reserves the right to make awards on a multiple, lump sum, or individual item basis or in combination as shall best serve the interest of the City.

2.13 CONTRACT TIME

The number of calendar days after the stipulated date of commencement in the Notice to Proceed or after the purchase order is received by the vendor.

2.14 WORK HOURS

Regular working hours are defined as up to eight (8) hours per day, Monday through Friday, beginning no earlier than 7:00 AM and ending no later than 7:00 PM, excluding City recognized holidays. The City observes the following holidays: New Year's Day, Martin Luther King Jr., President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day.

2.15 ADDITIONS/DELETIONS

The City reserves the right to request additional goods that are not listed on the bid sheets.

2.16 VENDOR REGISTRATION

All vendors must be registered with the City of Cape Coral electronic procurement portal at https://capecoral.ionwave.net in order to submit a response to a solicitation.

Upon award of a contract, the vendor will also need to register with the City of Cape Coral vendor portal. Registration can be done online from the City of Cape Coral website, www.capecoral.gov. Once on the website, under "I WANT TO," click on "Register" then "City Vendor." That will take you to the "Vendor Portal" page from where you may register online.

2.17 TAX EXEMPTION

The City of Cape Coral, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. The awarded vendor will be provided a copy of the City of Cape Coral's Certificate of Exemption (85-8012589883C-5) upon request.

2.18 PERMITS, LICENSES AND REGULATIONS – (AS APPLICABLE)

The awarded bidder shall comply with all Federal, State, and Local laws, rules and regulations.

Permits and licenses necessary for the performance of this work shall be secured and paid for by the awarded vendor(s) prior to execution of the contract or purchase order. Prior to starting any work within the City Right-of-Ways, a Right-of-Way permit and a Maintenance of Traffic, "MOT" Plan must be acquired by contacting the Public Works Department, Construction Inspector at (239) 242-3295. Owner shall notify the contractor of permits required and reimburse contractor for the applicable fees. Any City permits and fees not disclosed but found to be required, can be billed separately.

A complete list of Permits fees can be obtained from the Department of Community Development located at Cape Coral City Hall or on the web:

https://www.capecoral.gov/department/community_development/fees.php

If the Bidder has a valid state certified contractor's license, they are required to register with the City of Cape Coral, Licensing/Business Tax Division in order to work in Cape Coral. If the Bidder currently possesses a state certified contractor's license, **a City Competency License** is also required.

If the Bidder has a permanent business location within the City of Cape Coral (including branch offices and storage or warehouse facilities), then a **City Certificate of Use and Business Tax Receipt** are required. If the Bidder has a permanent business location within the City of Cape Coral (including branch offices and storage or warehouse facilities), then a **City occupation license** is required.

It is required that each Bidder submit with their bid, copies of their occupational and/or competency licenses. If the Bidder does not hold a current license with the City of Cape Coral, the Bidder is required to register with the Licensing Division of the Department of Community Development upon contract award.

Specific information on licensing requirements may be obtained by calling (239) 574-0430.

Failure to provide evidence of any required occupational or competency licenses may be cause for rejection of bid.

2.19 COMPLIANCE WITH GOVERNMENT STANDARDS – (AS APPLICABLE)

All services to be purchased under this solicitation shall be performed in accordance with all governmental standards, to include, but not be limited to, those issued by the American National Standards Institute (ANSI), the American Society for Testing Materials (ASTM), the Environmental Protection Agency (EPA), the Instrument Society of America (ISA), the International Standards Organization (ISO), the National Institute of Occupations Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), the National Fire Protection Association (NFPA), and the Occupational Safety and Health Administration (OSHA). Special attention is made to OSHA's 29CFR 1910 regulations relating to hazardous atmospheres in confined spaces.

It shall be the responsibility of all bidders to follow current standards and be regularly informed and to conform to any changes in standards issued by any regulatory agencies during the term of this contract.

2.20 LOBBYING

2.20.1 All firms and their agents who intend to, or have, submitted bids or responses for this project are hereby placed on formal notice that neither City Council Members, candidates for City Council, members of the Selection Advisory Committee (SAC), nor any employee of the City of Cape Coral are to be lobbied either individually or collectively concerning this project.

2.20.2 Contact should only be made through regularly scheduled Council meetings, or meetings scheduled through the Procurement Division, which are for the purposes of obtaining additional or clarifying information.

2.20.3 Any action, to include dinner or lunch invitations, by a submitting firm that may be interpreted as being within the purview of this requirement shall result in the immediate disqualification from further consideration in this project.

2.21 AUTHORITY TO PIGGYBACK

It is hereby made a precondition of any bid and part of these specifications that the submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, to any other governmental entity.

2.22 COOPERATIVE PURCHASING

The City of Cape Coral participates in cooperative purchasing agreements; it is hereby made a part of this Invitation to Bid that the submission of any bid in response to this advertised request constitutes a bid made under the same conditions, for the same contract price, to other governmental entities in Florida.

Each government agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for services ordered and received by it, and no agency assumes any liability by virtue of this bid.

2.23 ANNUAL APPROPRIATION

The City's performance and obligation to pay under this contract is contingent upon annual an appropriation by the City Council.

2.24 INDEMNIFICATION

The awarded bidder shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the awarded bidder and any persons employed or utilized by the awarded bidder in the performance of the resulting contract.

2.25 PAYMENTS

2.25.1 City shall make payment and Contractor shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice unless, within a fifteen (15) day period, City notifies Contractor in writing of its objection to the amount of such invoice, together with City's determination of the proper amount of such invoice. City shall pay any undisputed portion of such invoice within such thirty (30) day period.

2.25.2 If City shall give such notice to the Contractor within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, City shall promptly pay the Contractor the amount so determined, less any amounts previously paid by City with respect to such invoice. In the event it is determined that City overpaid such invoice, the Contractor shall promptly refund to the City the amount of such overpayment.

2.25.3 The City of Cape Coral has implemented a P-Card Program. The awarded Contractor may take advantage of this program and receive payments within days of delivery in lieu of standard invoicing by accepting a City of Cape Coral VISA Purchasing Card. However, no additional costs will be covered by the City of Cape Coral for the awarded Contractor Merchant Service fees and/or interchange rate.

2.25.4 **Payments by Electronic Funds Transfer**: All payments made by the City of Cape Coral will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

https://www.capecoral.gov/Procurement/ACH%20Authorization%20Form.pdf

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

2.26 OTHER CONTRACTS

The City of Cape Coral reserves the right to purchase off State Contracts or any other available contracts if deemed to be in the best interest of the City.

2.27 RECORD KEEPING

The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices.

Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

2.28 PUBLIC RECORDS

Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Contractor, refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt from disclosure.

2.29 SUBSTITUTE MATERIAL AND EQUIPMENT – (AS APPLICABLE)

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor is acceptable to A/E, application for such acceptance will not be considered by A/E until after the "effective date of the Agreement."

Contractor submittal is to be based on the specifications outlined in the Invitation to Bid.

2.30 SAFETY OSHA COMPLIANCE – (AS APPLICABLE)

2.30.1 The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

2.30.2 The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

2.31 TERMINATION

The resulting contract may be canceled by the City at any time and for any reason, upon giving thirty (30) days written notice to the Contractor.

The awarded bidder may cancel the contract on its anniversary provided a written notice has been received by the City's Procurement Manager ninety (90) days prior to the end of the initial term and subsequent renewal date.

2.32 FINANCIAL DOCUMENTS

The City of Cape Coral may request additional information related to financial documents required from bidders/proposers. Those requests may include submittal of financial statements, financial records, bonds, or insurance or other documents necessary to ascertain the viability of the bidder/proposer for the bid or service requested. The failure to submit the requested documents may deem the bidder/proposer as non-responsive/non-responsible and therefore ineligible for award of the bid or service proposed.

2.33 SIGNING OF AGREEMENT (AS APPLICABLE)

When Owner issues a Notice of Intent to Award to the Successful Bidder, the Owner will request the successful bidder to provide a signed agreement (using blue ink), which has been partially signed by Owner staff. Once the intent to award has been approved by City Council, authorized Owner staff will complete the signing of the contract documents. The contract will then become fully executed. Owner will deliver one fully executed agreement to the Successful Bidder. Within fifteen (15) calendar days thereafter, the awarded Bidder shall deliver the Certificate of Insurance providing coverage as outlined in the bid documents, with the Owner being named as additional insured, original payment and performance bonds (when applicable) that have been recorded in Lee County Clerk of Courts, and any additional documentation required to be delivered by the Contract Documents to Owner. No work is to begin on the project, prior to issuance of the Notice to Proceed and issuance of a fully executed Purchase Order.

2.34 COUNTERPARTS

The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

2.35 FEMA COMPLIANCE, IF APPLICABLE

If made applicable by the use of Federal Grant funds in the Project, or any other requirement, Bidders and any Sub-contractors included as part of project team shall comply with the most recent enactments, rules, regulations, orders, and statutes as shown at the link below:

Resource Library: Purchasing Under a FEMA Award | FEMA.gov

2.36 E-VERIFY VALIDATION

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

The following conditions must be met by all Contractors, Consultants and Subcontractors:

a. Contractor or Consultant shall require each of its subcontractors to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor, Consultant or Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida Statute or the provisions of this section shall terminate the contract with the person or entity.

c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

e. **Subcontracts:** Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring

the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

2.37 SPECIAL RESPONSIBILITIES

Burrowing Owls are classified as "**Threatened**" and are protected under the Florida Administrative Code, the Migratory Bird Treaty Act, and City Ordinance 20-19. In accordance with the Florida Fish and Wildlife Conservation Commission, the City of Cape Coral is mandating that appropriate protective techniques must be initiated.

2.37.1 It is hereby acknowledged and accepted by all contractors that the Burrowing Owls are protected by State and Federal law. Any malicious harassing of an owl, causing injury or death, or unlawful taking of their nesting sites can result in a fine up to five thousand ($5,000) dollars and/or imprisonment to the contractor.

2.37.2 Therefore, the contractor shall through the execution of his/her contract, acknowledge that they have been made aware of applicable laws concerning Burrowing Owls and their burrow.

2.37.3 The proper methods for identifying and protecting owls and burrows are as follows:

2.37.3.1 Pre-inspection of the project limits prior to the commencement of construction and staking each owl's nest so as to prevent destruction during the construction operations; and the contractor, to the best of his ability, shall be required to submit the list of all owls' nests to the A/E. Nests should be staked and roped off with a minimum ten (10) foot radius buffer. This buffer shall be increased to thirty-three (33) feet from Feb 15th – July 10th.

2.37.3.2 The Contractor shall do no construction within a ten (10) foot radius of each nest, identified by four (4) stakes, between July 11th and February 14th or within a thirty-three (33) foot radius between February 15th and July 10th. Stakes shall be 1" x 2" x 36" above ground level, topped by red surveying ribbon supplied by the Contractor. Stakes should be placed in a square pattern ten (10) feet from the burrow entrance July 11th – February 14th and thirty-three (33) feet from the burrow entrance February 15th – July 10th.

2.37.3.3 The Contractor shall accept full responsibility for the actions of his employees and subcontractors to ensure that all laws protecting the owls are adhered to. It shall be clearly understood by each Contractor that City staff will monitor their activities and will take action if a burrow is maliciously/unlawfully destroyed, or if injury/death occurs as a direct result of his actions.

Gopher Tortoises - By submitting a bid for these services, it is hereby acknowledged and accepted by each Bidder that **Gopher Tortoises** are protected by Ordinance 20-19

and State Laws which prohibit the harming of Gopher Tortoises and their burrows. Harming of Gopher Tortoises and their burrows will be reported to State authorities. The City marks the half-moon shaped burrows with a single white PVC stake. The Contractor should be on careful watch for any unmarked burrows/nest and maintain a minimum twenty-five (25) feet buffer from the burrow/nest. Burrows shall be roped off with a 25-foot buffer prior to commencement of any construction activities. Units 33, 35, 37, 51, 53, 80, 91, and 97 have heavy Gopher Tortoise Populations. Gopher Tortoises are typically active during daylight hours and due care should be taken by the awarded Contractor(s) during that time.

Bald Eagles - Be advised that specific areas of this project may lie within a protective zone of a Bald Eagle nesting site, which are protected by City Ordinance 165-06, and Federal and State laws.

The Contractor shall accept full responsibility for the actions of their employees and subcontractors to ensure that all laws protecting endangered species, including but not limited to, Burrowing Owls, Gopher Tortoises, Bald Eagles, Eastern Indigo Snakes, Florida Bonneted Bats, and Small Tooth Sawfish are adhered to. It shall be clearly understood by each Contractor that City staff will monitor their activities and will take action.

3.0 SPECIAL CONDITIONS

3.1 INSURANCE – See attached Minimum Insurance Requirements form in the "Attachments" tab for information relative to insurance requirements.

3.1.1 By submitting a response to the solicitation, respondent is agreeing to meet the insurance requirements of the project.

3.1.2 Without limiting its liability under this Invitation to Bid, the awarded bidder(s) shall procure and continuously maintain, without interruption, at its own expense, insurance specified on the enclosed exhibit.

3.1.3 Neither approval nor failure to disapprove the insurance furnished by awarded bidder to the City shall relieve the awarded bidder of the awarded bidder's full responsibility to provide insurance, as required by this contract. The awarded bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; included any and all option years that may be granted to that awarded bidder. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded bidder shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.

3.1.4 **Deductibles:** The City is exempt from, and is no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the firm providing such insurance.

3.1.5 Any questions regarding these insurance requirements should be directed to the City's Risk Manager at 239-573-3138.

3.2 BID PRICE

Bid price shall be all inclusive of product, transportation charges, freight, unloading charges or any other charges incurred in delivery. The City does not provide financial deposits.

3.3 METHOD OF ORDERING

It is anticipated that the City will utilize purchase orders or blanket purchase orders. Orders will be placed on an as needed basis.

3.4 INSPECTION

Upon receipt, a City representative prior to acceptance shall inspect each shipment for condition and specification compliance. If the shipment must be rejected for any reason, the seller shall be required to pick up the shipment at point of delivery at no charge to the City.

3.5 INVOICES

Invoices must include full item description, unit and extended prices, P.O. number, ordering division, delivery location, quantities delivered and backorder status.

3.6 SUMMARY REPORTS

Awarded bidder(s) shall be responsible for furnishing summary reports to the Procurement Division upon request. These reports shall be for time period specified and contain quantity and dollars spent for each item purchased.

END OF SECTION

EXHIBIT C

PERFORMANCE BOND FORM

Bond No. _____

BY THIS PERFORMANCE BOND, We _____, as Principal, whose address is _____ and telephone number is _____ and _____, as Surety, whose address is _____ and telephone number is _____are bound to the City of Winter Springs, a Florida municipal corporation, as OWNER, whose address is 1126 E. State Road 434, Winter Springs, Florida 32708 and telephone number is 407-327-1800, in the initial sum of $ _____ (110% of Contract Price), or such greater amount as the Contract may be adjusted from time to time in accordance with the Contract between the Principal and OWNER) (the "Penal Sum").

WHEREAS, the Principal has executed a contract with the OWNER, dated _____, for the construction of the _____ project in the City of Winter Springs, Seminole County, Florida (the "Project"); and

WHEREAS, the OWNER has required the Principal to furnish a performance bond in accordance with law and as a condition of executing the Contract with Principal; and

WHEREAS, this bond is being entered into to satisfy the requirements of Section 255.05(1), Florida Statutes and the Contract referenced above, as the same may be amended, and additionally, to provide common law rights more expansive than as required by statute.
NOW THEREFORE, the Surety and the Principal, both joint and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree as follows:

7. **CONTRACT INCORPORATED; SURETY AND PRINCIPAL BOUND FOR FULL PERFORMANCE.** The Contract is incorporated by reference and made a part of this bond. The Surety and the Principal are bound for the full performance of the Contract including without exception all of the Contract Documents (as defined in the Contract) and all of their terms and conditions, both express and implied. Without limiting the Principal's and Surety's obligations under the Contract and this bond, the Principal and Surety agree:

A. Promptly and faithfully perform their duties and all the covenants, terms, conditions, and obligations under the Contract including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and

B. Pay OWNER all losses, damages, delay damages (liquidated or actual), expenses, costs and attorneys' fees under section 627.756, Florida Statutes, including costs and attorney's fees on appeal that OWNER sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

C. Satisfy all claims and demands incurred under the Contract, and fully indemnify and hold harmless the OWNER from all costs and damages which it may suffer by reason or failure to do so.

2. **OWNER'S AFFIDAVIT OF CONTRACTOR BREACH OR DEFAULT.** If the OWNER shall provide to Surety the written affidavit of the OWNER stating that the Principal is in breach or default of the Contract, and that such breach or default remains uncured by the Principal, then upon delivery of such affidavit to the Surety in the method for providing notices as set forth in Paragraph 7 below, Surety must promptly notify the OWNER in writing which action it will take as permitted in Paragraph 3.

3. **SURETY'S OBLIGATION UPON DELIVERY OF OWNER'S AFFIDAVIT OF CONTRACTOR'S BREACH OR DEFAULT.** Upon the delivery of the OWNER's affidavit of breach or default by the Principal as provided in Paragraph 2 above, the Surety may promptly remedy the breach or default or must, within ten (10) days, proceed to take one of the following courses of action:

   A. **Proceed Itself.** Complete performance of the Contract including correction of defective and nonconforming Work through its own CONTRACTORs or employees, approved as being acceptable to the OWNER, in the OWNER's sole discretion, provided, however, that OWNER's discretion in approving the Surety's CONTRACTOR will not be unreasonably withheld as to any CONTRACTOR who would have qualified to offer a proposal on the Contract and is not affiliated in any way with the Principal. During this performance by the Surety, the OWNER will pay the Surety from its own funds only those sums as would have been due and payable to the Principal under the Contract as and when they would have been due and payable to the Principal in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the OWNER under the Contract. During this performance by Surety, any payment bond required under the Contract must remain in full force and effect; or

   B. **Tender a completing CONTRACTOR acceptable to OWNER.** Tender a CONTRACTOR, together with a contact for fulfillment and completion of the Contract executed by the completing CONTRACTOR, to the OWNER for the OWNER's execution. OWNER's discretion to approve Surety's completing CONTRACTOR will not be unreasonably withheld as to any CONTRACTOR who would have qualified to offer a proposal on the contract and is not affiliated with the Principal. OWNER's discretion to approve CONTRACTOR as the completing CONTRACTOR and to approve the tendered contract shall be in OWNER's sole and absolute discretion. Upon execution by the OWNER of the contract for fulfillment and completion of the Contract, the completing CONTRACTOR must furnish to the OWNER a performance bond and a separate payment bond, each in the form of those bonds previously furnished to the OWNER for the Project by the Principal. Each such bond must be in the Penal Sum of the full cost to complete the Contract. The OWNER will pay the completing CONTRACTOR from its own funds only those sums as would have been due and payable to the Principal under the Contract as and when they would have been due and payable to the Principal in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the OWNER under the Contract. To the extent that the OWNER is obligated to pay the completing CONTRACTOR sums which would not have been due and payable to CONTRACTOR under the Contract (any sums in excess of the then remaining Contract balance less any sums due the OWNER under the Contract), the Surety must pay the OWNER the full amount of those sums at the time the completing CONTRACTOR tenders an invoice to the OWNER so that the OWNER can utilize those sums in making timely payment to the completing CONTRACTOR; or

7. **Tender the Full Penal Sum.** Tender to the OWNER the full Penal Sum of the performance bond. The OWNER will refund to the Surety without interest any unused portion not spent by the OWNER procuring and paying a completing CONTRACTOR or completing the Contract itself, plus the cost allowed under Section 4, after completion of the contract for fulfillment and completion of the Contract and the expiration of any applicable warranties; or

D. **Other Acts.** Take any other acts mutually agreed upon in writing by the OWNER and the Surety.

E. **IT SHALL BE NO DEFENSE TO SURETY'S OBLIGATION TO UNDERTAKE ONE OF THE PRECEDING COURSES OF ACTION THAT THE PRINCIPAL CONTENDS THAT IT IS NOT IN BREACH OR DEFAULT OF THE CONTRACT, OR THAT THE NOTICE OF BREACH OR DEFAULT WAS DEFECTIVE, OR THAT THE PRINCIPAL HAS RAISED ANY OTHER CLAIM OF DEFENSE OR OFFSET, PROVIDED ONLY THAT THE SURETY HAS RECEIVED THE AFFIDAVIT OF THE OWNER AS SPECIFIED IN PARAGRAPH 2.**

4. **SURETY'S ADDITIONAL OBLIGATIONS.** In addition to those duties set forth herein above, the Surety must promptly pay the OWNER (i) all losses, costs and expenses resulting from the Principal's breach(es) or default(s), including, without limitation, fees (including attorney's fees pursuant to section 627.756, Florida Statutes and related costs), expenses and costs for architects, ENGINEERs, consultants, testing, surveying and attorneys, plus (ii) liquidated or actual damages, whichever may be provided for in the Contract, for lost use of the Project, plus (iii) re-procurement costs and fees and expenses, plus (iv) costs incurred at the direction, request, or as a result of the acts or omissions of the Surety; provided that in no event shall Surety's liability exceed the Penal Sum of this Bond.

5. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the work to be performed under the Contract.

6. **NO THIRD-PARTY BENEFICIARIES.** The Surety provides this performance bond for the sole and exclusive benefit of the OWNER and OWNER's heirs, administrators, executors, successors and assigns. No other party, person or entity has any rights against the Surety.

7. **METHOD OF NOTICE.** All notices to the Surety, the Principal or the OWNER must be given by Certified Mail, Return Receipt Requested, to the address set fourth for each party below:

SURETY:

Name: _____
Attention: _____
Street: _____
City, State: _____
Zip: _____

PRINCIPAL:

Name: _____
Attention: _____
Street: _____
City, State: _____
Zip: _____

OWNER:

The City of Winter Springs
Attention: City Manager
1126 E. State Road 434
Winter Springs, Florida 32708
(407) 327-5957

with a copy to:
Anthony A. Garganese, City Attorney
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

8. **STATUE OF LIMITATIONS.** Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Contract (including any warranty period) has not run or expired or within three (3) years following Final Completion of the Contract (including any warranty period) and acceptance of the Work performed under the Contract by the OWNER, whichever is longer.

9. **RECITALS.** The recitals contained in this Performance Bond are incorporated by reference herein and are expressly made a part of this Performance Bond.

10. **GOVERNING LAW.** This performance bond shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws provisions.

11. **VENUE.** In the event any legal action shall be filed upon this performance bond, venue shall lie exclusively in the Circuit Court for Seminole County, Florida.

12. **MISCELLANEOUS.**

A. The Surety agrees that this performance bond shall afford the OWNER with all of the protections and rights afforded under Florida Statutes and under common law.

B. This performance bond is issued in addition to any other bond or warranty required under the Contract including, but not limited to, any labor and materials payment bond and maintenance bond. Each bond issued under the Contract shall be construed as separate and distinct from each other.

C. In the event that the Surety fails to fulfill its obligations under this performance bond, then the Surety shall also indemnify and hold the OWNER harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this performance bond.

D. This performance bond shall remain in full force and effect until such time all the work, labor and materials under the Contract have been performed or provided to the OWNER's complete satisfaction, through the expiration of all warranty periods.

Principal	**Surety**
_____	_____
(Typed Firm Name)	**(Typed Firm Name)**
_____	_____
(Seal)	**(Seal)**
By:	**By:**
_____	_____
(Signature)	**(Signature)**
_____	_____
(Printed Name)	**(Printed Name)**
_____	_____
(Title)	**(Title)**
_____	_____
_____	_____
(Address)	**(Address)**
_____	_____
(Date of Execution)	**(Date of Execution)**

EXHIBIT D

LABOR AND MATERIALS PAYMENT BOND

Bond No. _____

BY THIS LABOR AND MATERIALS PAYMENT BOND, We _____, as Principal, whose address is _____ and telephone number is _____ and _____, as Surety, whose address is _____ and telephone number is _____are bound to the City of Winter Springs, a Florida municipal corporation, as OWNER, whose address is 1126 E. State Road 434, Winter Springs, Florida 32708 and telephone number is 407-327-1800, in the initial sum of $ _____ (110% of Contract Price), or such greater amount as the Contract may be adjusted from time to time in accordance with the Contract between the Principal and OWNER) (the "Penal Sum").

WHEREAS, the Principal has executed a contract with the OWNER, dated _____, for the construction of the _____project in the City of Winter Springs, Seminole County, Florida (the "Project"); and

WHEREAS, the OWNER has required the Principal to furnish a labor and materials payment bond in accordance with law and as a condition of executing the Contract with Principal; and

WHEREAS, this bond is being entered into to satisfy the requirements of Section 255.05(1), Florida Statutes and the Contract referenced above, as the same may be amended, and additionally, to provide common law rights more expansive than as required by statute.

NOW THEREFORE, the Surety and the Principal, both joint and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree as follows:

1. **CONTRACT INCORPORATED; SURETY AND PRINCIPAL BOUND FOR FULL PERFORMANCE.** The Contract is incorporated by reference and made a part of this bond. The Surety and the Principal are bound to promptly make payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, supplies, or rental equipment used directly or indirectly by Principal in the prosecution of the work provided under the Contract. Any such payments shall not involve the OWNER in any expense.

2. **CLAIMS**. Claims made under this bond shall be made pursuant to provisions of Section 255.05, Florida Statutes, and applicable law. Therefore, a claimant, except a laborer, who is not in privity with the Principal shall, before commencing or not later than 45 days after commencing to furnish labor, services, or materials for the prosecution of the work, furnish the Principal with written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, services, or materials shall deliver to the Principal and to the surety written notice of the performance of the labor or delivery of materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the work or thereafter but not before 45 days after the first furnishing of labor, services, or materials, and not later than 90 days after the final furnishing of the labor, services, or materials by the claimant or,

with respect to the rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with Principal which includes sums for retainage must specify the portion of the amount claimed for retainage.

3. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, or the labor, work, or materials required to be performed under the Contract.

4. **BENEFICIARIES.** The Surety provides this performance bond for the sole and exclusive benefit of the OWNER and OWNER's heirs, administrators, executors, successors and assigns, as well as for the benefit of any claimants who have actually provided labor, material, rental equipment, or services under the Contract.

5. **RECITALS.** The recitals contained in this labor and materials payment bond are incorporated by reference herein and are expressly made a part of this bond.

6. **GOVERNING LAW.** This labor and materials payment bond shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions.

7. **VENUE.** In the event any legal action shall be filed upon this labor and materials payment bond, venue shall lie exclusively in the Circuit Court for Seminole County, Florida.

8. MISCELLANEOUS.

A. The Surety agrees that this labor and materials payment bond shall afford the OWNER and all claimants under the Contract with all of the protections and rights afforded under Florida Statutes and under common law.

B. This labor and materials payment bond is issued in addition to any other bond or warranty required under the Contract including, but not limited to, any performance bond and maintenance bond. Each bond issued under the Contract shall be construed as separate and distinct from each other.

C. In the event that the Surety fails to fulfill its obligations under this labor and materials payment bond, then the Surety shall also indemnify and hold the OWNER harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this labor and materials payment bond.

D. This labor and materials payment bond shall remain in full force and effect until such time that the legal deadline for filing a claim hereunder has duly expired.

Principal	**Surety**
(Typed Firm Name)	(Typed Firm Name)
(Seal)	(Seal)
By:	By:
(Signature)	(Signature)
(Printed Name)	(Printed Name)
(Title)	(Title)
(Address)	(Address)
(Date of Execution)	(Date of Execution

CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | FEBRUARY 9, 2026 REGULAR MEETING

TITLE

City Vehicle and Equipment Fueling Agreement between Seminole County Public Schools and City of Winter Springs

SUMMARY

In 2006, the City of Winter Springs entered into an interlocal agreement with Seminole County Public Schools to allow fueling of City vehicles and equipment at a Seminole County School Board owned and operated fueling facility located within the City limits

In 2025, staff from Seminole County Public Schools approached the City to express a desire to amend the terms of the original agreement. Seminole County Public Schools indicated that while they wish to continue facilitating the City's use of unleaded and diesel fuel from their facility, however the existing terms of the agreement were prohibitive to their ability to fully recoup the actual costs associated with providing this service to the City. They have also communicated to the City that there are several large capital projects to update the infrastructure.

The City benefits from the existing agreement by avoiding the need to maintain the capital infrastructure required for a City owned fueling depot. The arrangement also relieves the City of numerous other additional administrative burdens that would otherwise be necessary to operate and manage its own fueling resource.

The primary change proposed in the amended agreement is a revision to the calculation used to determine compensation owed to the School Board.

Currently the City pays an Administration Fee of .004 (Four Cents) per gallon to the School Board.
Under the proposed agreement the new pricing model would be as follows:

During the Initial Term, the price per gallon for fuel sold by School Board to City would be the Bulk Fuel Price + $.12 (Twelve Cents).

Following expiration of the Initial Term, the price per gallon for fuel sold by School Board to City throughout the remainder of the Term of the Agreement would be determined at the time of sale by applying the following formula:

Price per gallon = Bulk Fuel Price + Administrative Fee

(c) "Bulk Fuel Price" means the price of the specific grade of fuel(i.e. gasoline or diesel) set by School Board's bulk fuel vendor as of the date of purchase by City.

(d) “Administrative fee” is calculated for each fiscal year (October 1 – September 30) using the following formula:

(.5 x (Average Retail Fuel Price – Average Bulk Fuel Price)).

“Average Retail Fuel Price” means the average monthly price during the six-month period prior to March 1 of each year, using monthly retail prices for the specific grade of fuel (i.e. gasoline or diesel) as published by the U.S. Energy Information Administration(EIA)on its website, table name: “Weekly Retail Gasoline and Diesel Prices” for the Lower Atlantic (PADD1C) area:
https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_m.htm

“Average Bulk Fuel Price” means the average actual price for the specific grade of fuel (i.e. gasoline or diesel) paid by School Board for its purchase of fuel from School Board’s fuel vendor during the six-month period prior to March 1 of each year.

Beginning March 31, 2026, no later than March 31 of each subsequent term year School Board will provide City, in writing, with its calculation of the Administrative Fee that will be in effect for the following fiscal year (October 1 - September 30).

After the Initial Term, the Agreement essentially splits the savings between the spread of the average retail price and average bulk price of fuel. Half the difference goes to the City as lower fuel costs, and half goes to the School District to cover operational and maintenance costs related to the fuel depot. The proposed formula approach annually adjusts to market conditions based on average fuel costs. Therefore, the intent is for the City to pay less than retail for fuel costs, and the School District to recover its costs of operating the fuel depot.
For reference a copy of the original 2006 interlocal agreement has been attached to this agenda item.

FUNDING SOURCE

Fuel is budgeted in each departments operational budget.

RECOMMENDATION

City staff recommends the City Commission authorize execution of the proposed agreement.

CITY VEHICLE AND EQUIPMENT FUELING AGREEMENT

between

SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA

and

CITY OF WINTER SPRINGS

THIS AGREEMENT ("Agreement) is entered into on the _____day of _____, 2025 ("Effective Date"), between **THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA**, whose address is: Educational Support Center, 400 East Lake Mary Boulevard, Sanford, Florida, 32773-7127 ("School Board), and the **CITY OF WINTER SPRINGS**, a Florida Municipal Corporation, whose address is: 1126 East State Road 434, Winter Springs, Florida 32708 ("City"). Collectively, the School Board and the City are the "Parties".

WHEREAS, Florida law authorizes interlocal agreements between governmental agencies for the performance of their respective administrative and service functions; and

WHEREAS, the City and the School Board recognize that there is an economic, safety and environmental benefit to sharing vehicle and equipment fueling facilities; and

WHEREAS, the City and the School Board desire to enter into a mutually beneficial relationship whereby the School Board will provide the City access to the fueling facilities owned and maintained by the School Board and fuel will be provided at prices agreed to by the

Parties.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. **TERM.** The initial term of this agreement shall be from October 1, 2025 through September 30, 2026 ("Initial Term"). Thereafter, this agreement shall automatically renew for successive terms of one fiscal year (October 1 - September 30) unless earlier terminated by the Parties pursuant to this Agreement.

2. **RESPONSIBILITIES OF THE SCHOOL BOARD.**

(a) Fuel Facilities Access. The School Board will provide access twenty-four hours a day, seven days a week for the City's vehicles and equipment for the purpose of using the gasoline or diesel fuel dispensing equipment owned and maintained by the School Board. School Board will provide the necessary security cards for the City to utilize the fuel facilities. City recognizes that the School Board has peak demand times during certain periods of the day and the City will make reasonable efforts to avoid fueling during these peak demand periods as identified by the School Board.

(b) Fuel Usage Records. School Board agrees to provide monthly fuel usage records for each City vehicle or City piece of equipment properly registered with the School Board as an authorized vehicle and equipment under this agreement. The City shall register all vehicles and equipment subject to this agreement and only those vehicles and equipment registered with School Board will be allowed

to utilize School Board facilities. The School Board may report additional information to the City such as mileage or time of use at their discretion in accordance with their normal practice and procedures, however, the report provided to City will contain at a minimum the date, gallons dispensed, and vehicle and equipment number.

(c) Fuel Shortages. School Board recognizes the emergency nature of City's public safety and public infrastructure functions and agrees to make reasonable efforts to maximize the available diesel and gasoline inventory on hand prior to and during emergencies and shall not restrict City public safety and public infrastructure vehicles and equipment from using available fuel inventory during times of emergency unless such restriction is necessary to enable the School Board to meet its own fuel needs.

(d) Fuel. City acknowledges that the School Board fuel inventory consists of unleaded gasoline and diesel fuel. City also acknowledges that diesel fuel purchased by the School Board is low sulfur intended for on road usage and may include biodiesel from time to time at the discretion of the School Board.

(e) Billing. School Board agrees to provide monthly invoices along with fuel usage reports no later than the 10th of each calendar month reflecting fuel purchased by the City for the preceding calendar month. City shall pay all invoices within 30 days following receipt. Fuel costs will be calculated using the number of gallons purchased times the price per gallon as determined pursuant to section 4 below.

3. **RESPONSIBILITIES OF THE CITY.**

(a) Payment. City will pay for fuel it purchases pursuant to this Agreement on a monthly basis at the price per gallon as determined in section 4 below. City will pay fuel invoices within 30 (thirty) days of receipt.

(b) Inventory. City agrees to provide School Board with a registration list of all vehicles and equipment needing access to School Board Fuel and only scheduled vehicles and equipment will be fueled under this agreement. City will notify School Board of any changes to the vehicle and equipment registration list as soon as reasonably possible prior to fueling. City recognizes that the School Board has peak demand times during certain periods of the day and the City will make reasonable efforts to avoid fueling during these peak demand periods as identified by the School Board.

(c) Taxes. City agrees that all federal, state, and local fuel taxes incurred by the School Board for supplying fuel to the City under this Agreement will be itemized on an invoice provided to the City and will be paid by the City. To the extent applicable, City agrees to be responsible for seeking available tax and fuel cost reimbursement directly from government entities. School Board agrees to not seek reimbursement from government entities for fuel taxes actually paid by City to School Board pursuant to this Agreement.

4. **FUEL PRICING.**

(a) During the Initial Term, the price per gallon for fuel

sold by School Board to City will be the Bulk Fuel Price + $.12.

(b) Following expiration of the Initial Term, the price per gallon for fuel sold by School Board to City throughout the remainder of the Term of this Agreement will be determined at the time of sale by applying the following formula:

Price per gallon = Bulk Fuel Price + Administrative Fee

(c) "Bulk Fuel Price" means the price of the specific grade of fuel(i.e. gasoline or diesel) set by School Board's bulk fuel vendor as of the date of purchase by City.

(d) "Administrative fee" is calculated for each fiscal year (October 1 – September 30) using the following formula:

(.5 x (Average Retail Fuel Price – Average Bulk Fuel Price)).

(e) "Average Retail Fuel Price" means the average monthly price during the six-month period prior to March 1 of each year, using monthly retail prices for the specific grade of fuel (i.e. gasoline or diesel) as published by the U.S. Energy Information Administration(EIA)on its website, table name: "Weekly Retail Gasoline and Diesel Prices" for the Lower Atlantic (PADD1C) region, Regular-Conventional Areas:

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_m.htm

(f) "Average Bulk Fuel Price" means the average actual price for the specific grade of fuel (i.e. gasoline or diesel) paid by School Board for its purchase of fuel from School Board's fuel vendor during the six-month period prior to March 1 of each year.

(g) Beginning March 31, 2026, no later than March 31 of each subsequent term year School Board will provide City, in writing, with its calculation of the Administrative Fee that will be in effect for the following fiscal year (October 1 - September 30).

5. **EXECUTION OF AGREEMENT**. This Agreement shall take effect as of the Effective Date and shall remain in force until terminated pursuant to section 6, and all payments are made current by the City.

6. **TERMINATION OF THE AGREEMENT**.

Either party may terminate this Agreement at any time, by giving the other party one hundred eighty (180) days written notice thereof. The City shall not be relieved of its obligation to compensate the School Board pursuant to this Agreement for fuel purchased up to and including the date of termination. Further, School Board shall have the authority to suspend this agreement upon not less than forty-five(45) days written notice in the event the School Board reasonably determines that its' inventory of fuel (diesel and/or gasoline) is insufficient to meet its' own internal fuel requirements.

7. **NOTICES**. Whenever either party desires to give notice unto the other, notice may be sent to:

FOR THE SCHOOL BOARD:	**FOR THE CITY:**
School Board of Seminole County, Florida **400 East Lake Mary Boulevard** **Sanford, Florida 32773-7127**	**City of Winter Springs** **1126 East State Road 434** **Winter Springs, Florida 32708**
ATTN: SUPERINTENDENT	**ATTN: CITY MANAGER**

With a copy to:	**With a copy to:**
Seminole County Public Schools **822 East State Road 434** **Winter Springs, FL 32708**	**City of Winter Springs** **1126 East State Road 434** **Winter Springs, Florida 32708**
ATTN: DIR. OF TRANSPORTATION SERVICES	**ATTN: PUBLIC WORKS DIRECTOR**

By written notice as provided herein, either of the Parties may change the addresses or persons designated for receipt of notices. Notice may be oral with contemporaneous notice in writing by U.S. Mail or by facsimile transmission with contemporaneous written notice by U.S. Mail. Notice by mail shall be deemed received upon mailing to the addressees and addresses stated above.

8. **REPRESENTATIONS**. Each individual executing this Agreement on behalf of one of the Parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms. Each party has likewise authorized the undersigned to bind it to the terms and conditions contained in this Agreement.

9. **GOVERNING LAW**. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. Venue for any legal action in connection herewith shall lie exclusively in the State or Federal Courts serving Seminole County.

10. **PARTIES BOUND**. This Agreement is binding upon and shall inure to the benefit of City and School Board, and their successors

and assigns.

11. **INDEMNIFICATION**. The Parties shall each be responsible for its own liabilities arising from its negligent acts, intentional acts, or omissions related to activities undertaken by such party in accordance with the terms of this Agreement. Nothing in this MOU should be construed as a waiver of any privilege, defense or immunity afforded by law to any of the Parties to this Agreement or their respective employees, officers or agents, except to the extent waived and limited pursuant to Section 768.28, Florida Statutes, as that statute may be amended from time to time.

12. **AGENCY**. At no time shall any employee or agent of the School Board be deemed an employee or agent of the City or an employee or agent of the City be deemed an employee or agent of the School Board for any purpose whatsoever.

13. **ENTIRE AGREEMENT**.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

14. **SEVERABILITY**. If any provision of this Agreement or the

application thereof to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

15. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be original, but all such counterparts shall, together, constitute but one in the same instrument.

16. **PUBLIC RECORDS**. Each Party shall each be responsible for maintaining its own public records and for compliance with all applicable public records laws.

17. **PRIOR AGREEMENT TERMINATED**. The prior agreement dated December 12, 2006 between the parties entitled "SCHOOL BOARD OF SEMINOLE COUNTY - CITY OF WINTER SPRINGS INTERLOCAL AGREEMENT FOR FUELING CITY VEHICLES & EQUIPMENT" is hereby terminated effective September 30, 2025.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

_____
Serita Beamon, Superintendent

Date: _____

SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA

By:_____
Dr. Robin Dehlinger, Chair

Date: _____

ATTEST:

_____
Christian Gowan, City Clerk

Date: _____

CITY OF WINTER SPRINGS, FLORIDA

By:_____
Kevin McCann, Mayor

Date: _____

SCHOOL BOARD OF SEMINOLE COUNTY - CITY OF WINTER SPRINGS
INTERLOCAL AGREEMENT FOR FUELING CITY VEHICLES & EQUIPMENT

THIS AGREEMENT is entered into on the 12 day of Dec, 2006, between THE SCHOOL BOARD OF SEMINOLE COUNTY, Florida, whose address is Educational Support Center, 400 East Lake Mary Boulevard, Sanford, Florida, 32773-7127, hereinafter referred to as the "SCHOOL BOARD", and the CITY OF WINTER SPRINGS, a Florida Municipal Corporation, whose address is 1126 East State Road 434, Winter Springs, Florida 32708, hereinafter referred to as the "CITY".

W I T N E S S E T H:

WHEREAS, Florida law provides for interlocal agreements between governmental agencies for the performance of the respective administrative and service functions; and

WHEREAS, the CITY and the SCHOOL BOARD recognize that there is a economic, safety and environmental benefit to sharing vehicle and equipment fueling facilities; and

WHEREAS, the CITY and the SCHOOL BOARD desire to enter into a mutually beneficial relationship whereby the SCHOOL BOARD will provide the CITY access to the fueling facilities owned and maintained by the SCHOOL BOARD.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

SECTION 1. TERM

The initial term of this agreement shall be from Jan. 1st, 2007 through June 30, 2007. Thereafter, this agreement shall renew for successive terms of one year (July 1 - June 30) unless otherwise modified by the parties.

SECTION 2. RESPONSIBILITIES OF THE SCHOOL BOARD.

(a) Fuel Facilities Access. The SCHOOL BOARD will provide access twenty-four hours a day, seven days a week for the City's vehicles and equipment for the purpose of using the gasoline or diesel fuel dispensing equipment owned and maintained by the SCHOOL BOARD. SCHOOL BOARD will provide the necessary security cards for the CITY to utilize the fuel facilities. CITY recognizes that the SCHOOL BOARD has peak demand times during certain periods of the day and the CITY will make reasonable efforts to avoid fueling during these peak demand periods as identified by the SCHOOL BOARD.

(b) Fuel Usage Records. SCHOOL BOARD agrees to provide monthly fuel usage records for each CITY vehicle or CITY piece of equipment properly registered with the SCHOOL BOARD as an authorized vehicle under this agreement. The CITY shall register all vehicles subject to this agreement and only those vehicles registered with SCHOOL BOARD will utilize SCHOOL BOARD facilities. The SCHOOL BOARD may report additional information to the CITY such as mileage or time of use at their discretion in accordance with their normal practice and procedures, however, the record provided to CITY will contain at a minimum the date, gallons dispensed, and vehicle number.

(c) Fuel Shortages. SCHOOL BOARD recognizes the emergency nature CITY's Public Safety and Public Infrastructure functions and agrees to make its reasonable efforts to maximize the available diesel and gasoline inventory on hand prior to and during emergencies and shall not restrict CITY Public Safety and Public Infrastructure vehicles and equipment from using available inventory during times of emergency

unless such restriction is necessary to enable the SCHOOL BOARD to meet its own fuel needs.

(d) FUEL. CITY recognizes the SCHOOL BOARD inventory is unleaded gasoline. CITY also recognizes the diesel fuel purchased by the SCHOOL BOARD is low sulfur for on road usage and may include biodiesel from time to time at the discretion of the SCHOOL BOARD.

(e) Billing. SCHOOL BOARD agrees to provide monthly bills not later than the 10th of the month following the month for which billing is rendered and the CITY shall pay all bills within 30 days following rendition of a bill along with the fuel usage reports. Fuel costs will be calculated using Average Cost Pricing to determine the cost to the City.

SECTION 3. RESPONSIBILITIES OF THE CITY.

(a) Payment. The CITY agrees to pay an Administration Fee of $0.04 (Four Cents) per gallon in consideration of the services provided by the SCHOOL BOARD. The Administration Fee is subject to review annually. SCHOOL BOARD agrees to provide the CITY 90 (ninety) days written notice prior to changing the Administration Fee. CITY will make payment of fuel invoices within 30 (thirty) days of receipt.

(b) Inventory. CITY agrees to provide SCHOOL BOARD a schedule of all vehicles and equipment needing access to SCHOOL BOARD Fuel and only scheduled vehicles and equipment will be fueled under this agreement and promptly notify SCHOOL BOARD of any changes.

(c) Taxes. CITY agrees that taxes paid by the SCHOOL BOARD will be included in the bill to the CITY and paid by the CITY. CITY agrees to seek reimbursement from the State. SCHOOL BOARD agrees to not seek

reimbursement from the State for fuel taxes paid by CITY to SCHOOL BOARD.

SECTION 4. EXECUTION OF AGREEMENT. This Agreement shall take effect upon execution by both parties and shall remain in force until terminated pursuant to Section 5, and all payments are made current by the CITY.

SECTION 5. TERMINATION OF THE AGREEMENT.

Either party may terminate this Agreement, at any time, by giving the other party one hundred eighty (180) days written notice thereof. The CITY shall not be relieved of its obligation to compensate the SCHOOL BOARD pursuant to this Agreement for services rendered up to and including the date of termination. Further, SCHOOL BOARD, shall have the authority to suspend this agreement upon not less than forty-five (45) days written notice in the event the SCHOOL BOARD reasonably determines that its' inventory of fuel (diesel and/or gasoline) is insufficient to meet its' internal fuel requirements.

SECTION 6. NOTICES.

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

FOR THE SCHOOL

Superintendent
School Board of Seminole County
400 East Lake Mary Boulevard
Sanford, Florida 32773-7127

With a copy to:

Deputy Superintendent and
Dir. of Transportation Services
School Board of Seminole County
822 East State Road 434
Winter Springs, Florida 32708

FOR THE CITY

City Manager
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708

With a copy to:

Winter Springs Public Works Director
1126 East State Road 434
Winter Springs, Florida 32708

Either of the parties may change, by written notice as provided herein, the addresses or persons designated for receipt of notices.

Notice may be oral with contemporaneous notice in writing by U.S. Mail or by facsimile transmission with contemporaneous written notice by U.S. Mail. Notice by mail shall be deemed received upon mailing to the addressees and addresses stated above.

SECTION 7. REPRESENTATIONS. The undersigned represents that he is Mayor of the City of Winter Springs; that this document has been reviewed and duly approved for binding execution with all the formalities required by law; and that the CITY has likewise authorized the undersigned to bind the CITY to the terms and conditions contained in this Agreement.

SECTION 8. GOVERNING LAW. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. Venue for any legal action in connection herewith shall lie only in Seminole County.

SECTION 9. PARTIES BOUND. This Agreement is binding upon and shall inure to the benefit of CITY and SCHOOL BOARD, and their successors and assigns.

SECTION 10. RECIPROCAL INDEMNIFICATION.

To the extent and only to the extent permitted by 768.28 Fla. Stat., the parties to this agreement agree to indemnify and hold the other party harmless for damage to property or injury to persons resulting from the negligent or wrongful acts of the indemnifying party's officers or employees. Further, at no time shall any employee of the SCHOOL BOARD be deemed an employee of the CITY or an employee of

the CITY be deemed an employee of the SCHOOL BOARD for any purpose whatsoever. This provision shall survive the termination of this agreement until exposure to suit or action at law shall be deemed bared by any statute concerning limitation of action or laches.

SECTION 11. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

SECTION 12. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, it is the intent of the parties that the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

SECTION 13. RECORDATION. Upon full execution of this Agreement by the parties, the School Board shall record this Agreement in the public records of Seminole County, Florida in accordance with Section 163.01, Florida Statutes. Upon receipt of the recorded Agreement, the School Board shall send a recorded copy of the Agreement to the City.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

ANDREA LORENZO-LUACES, City Clerk

CITY OF WINTER SPRINGS

By: JOHN F. BUSH, Mayor

Date:

ATTEST:

SCHOOL BOARD OF SEMINOLE COUNTY

By: Barry Gainer, Chairman

Date: 12/12/06

For the use and reliance of Winter Springs only.

Approved as to form and legal sufficiency.

City Attorney

KL\kl
11\27\06

As authorized for execution by the City Commission at its 12/11, 2006, regular meeting

CONSENT AGENDA ITEM 304

CITY COMMISSION AGENDA | FEBRUARY 9, 2026 REGULAR MEETING

TITLE

Sizzle and Splash BBQ-Cook Off and Festival Agreement

SUMMARY

The Wesley Seth Foundation Inc. seeks to host a Special Event for the benefit of the public to promote water safety and raise awareness of drowning accidents through the Sizzle and Splash BBQ Cook-Off and Festival, scheduled for May 16, 2026, at Central Winds Park.

Pursuant to the approval of Agenda Item 307 on January 12, 2026, the Permittee received a 50% facility use fee discount totaling $1,000. This discount was granted through a proposed in-kind donation of 150 window and door alarms to the Winter Springs Police Department for distribution to residents to help prevent child drowning incidents.

City staff has met with the permittee to review the terms of the proposed agreement. At this time, neither the permittee nor City staff has any objections to the proposed terms.

Pending approval by the City Commission, City staff will continue to meet regularly with the permittee to coordinate any additional event related logistics.

FUNDING SOURCE

RECOMMENDATION

City Staff recommends the Commission approve the agreement between the City and the Wesley Seth Foundation Inc. for the First Annual Sizzle and Splash BBQ-Cook Off and Festival to be held at Central Winds Park on May 16th, 2026.

FIRST ANNUAL
SIZZLE AND SPLASH BBQ-COOK OFF AND FESTIVAL

PERMIT AGREEMENT

THIS PERMIT AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 20_____, by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation with its principal location at 1126 E. State Road 434, Winter Springs, Florida 32708 ("City"), and the **WESLEY SETH FOUNDATION, INC.**, a Florida Not For Profit Corporation with its principal address at 627 Sailfish Rd., Winter Springs, Florida 32708 ("Permittee") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Permittee desires to hold a Special Event for the benefit of the public in the interest of promoting water safety and increasing awareness of drowning accidents through the production of the Sizzle and Splash BBQ Cook-Off and Festival on May 15 and May 16, 2026, at the City of Winter Springs' Central Winds Park, which is located in and owned by the City; and

WHEREAS, Permittee desires a permit from the City which will authorize the Permittee to hold the First Annual Sizzle and Splash BBQ Cook-Off and Festival (the "Special Event") at Central Winds Park as permitted under the terms of this Agreement; and

WHEREAS, Permittee represents and warrants that it has the personnel, tools, materials, and experience necessary to satisfy the permit requirements set forth hereunder and to provide the Special Event as provided herein.

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 **Incorporation of Recitals:** The foregoing recitals are true and correct and by this reference are fully incorporated into this Agreement.

2.0 **General Provisions:**

2.1 **Definitions.**

a) "*Advertise*" shall mean the act of publicly announcing or calling attention to the Special Event and may include, but not be limited to: the distribution of handbills or mass mailings; the use of outdoor advertising and announcements by billboard, poster, radio, television, or newspapers; or the promotion of the Special Event via the City's website or social media sites such as Facebook.

b) "*Agreement*" or "*Contract*" shall mean this Agreement and all exhibits and addendums or amendments hereto which have been executed between the City and Permittee regarding the Special Event permitted herein.

c) "*Central Winds Park*" shall mean the park owned and operated by the City of Winter Springs which is located within the City of Winter Springs on State Road 434, adjacent to the Winter Springs High School and Lake Jessup, with the address of 1000 Central Winds Drive, Winter Springs, Florida 32708.

d) "*City*" shall mean the City of Winter Springs, a Florida municipal corporation and its employees, agents and contractors.

e) "*City Manager*" shall mean the City Manager of the City of Winter Springs, Florida or his designee.

f) "*Permittee*" shall mean THE WESLEY SETH FOUNDATION, INC., a Florida Not For Profit Corporation, and its officers, employees, agents, and contractors.

g) "*Effective Date*" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.

h) "*Public Records*" are as defined in Chapter 119, Florida Statutes.

i) "*Special Event*" shall mean the outdoor Sizzle and Splash BBQ Cook-Off and Festival to be held at Central Winds Park, further described in this Agreement. The Special Event shall be held on May 16, 2026, from 9:00 a.m. to 9:00 p.m. The Special Event shall be planned, promoted, managed, and operated by the Permittee pursuant to the terms of this Agreement.

2.2 **Permit.** The City hereby permits the Permittee the right to utilize the City's Central Winds Park for the Special Event, and the Permittee agrees to provide the Special Event as outlined in this Agreement. No prior or present agreements or representations shall be binding upon any of the Parties hereto unless incorporated in this Agreement.

3.0 **Scope of Special Event.** Permittee agrees to provide the Special Event under the following special operating conditions:

3.1 **Special Event.** Permittee shall advertise, produce, plan, promote, manage and operate the Special Event in cooperation with the City. In furtherance thereof, Permittee agrees to keep the City Manager fully informed of its plan to promote, manage, and operate the Special Event so that City can reasonably satisfy its

obligations under this Agreement and reasonably address issues of public health, safety, and welfare related to the Special Event.

3.2 **Food and Beverage.** Permittee agrees to provide all food and beverage concessions for the Special Event.

3.3 **Alcoholic Beverages**. Alcoholic beverages served during the Special Event shall be strictly limited to beer and wine only. Permittee shall be solely responsible for remittance of any state sales tax, if applicable, resulting from the sale of alcoholic beverages. It shall be the sole responsibility of Permittee to ensure that patrons purchasing alcoholic beverages are at least 21 years of age and that any individual appearing 35 years of age or younger be required to produce valid state-issued identification as proof of age prior to being served alcoholic beverages. Permittee shall ensure that patrons are not over-served, and that service is refused where, in the reasonable judgement of the Permittee, any individual appears intoxicated. The City reserves the right, in its sole discretion, to require Permittee to cease the sale of alcoholic beverages at the Special Event if patrons are being served illegally or being over-served. Permittee shall be solely responsible for obtaining the requisite liquor license or permit and liquor liability insurance for the Special Event. Said insurance shall name the City as an additional insured. The cost of the liquor license or permit and liquor liability insurance will be paid for by Permittee at its sole expense and shall not be reimbursable by the City for any reason, including but not limited to cancellation of the Special Event by either Party. Permittee shall provide the City with a copy of its liquor license or permit and liability insurance policy prior to the commencement of the Special Event, but in no case less than ten (10) days prior to the Special Event.

3.4 **Sponsorship; Event Fees.** Unless otherwise provided in this Agreement, Permittee shall retain the sole right to all sponsorships and paid fees for the Special Event.

3.5 **Staging; Other Production Materials.** Permittee shall provide all staging and production materials necessary to produce a high-quality Special Event including, but not limited to, a professional audio system, staging and stage lighting, golf carts, radios, tents, port-a-lets, security, event staff, and catering for staff.

3.6 **Professional Entertainment.** All entertainment provided by Permittee during the Special Event shall be appropriate to a family-oriented festival.

3.7 **City Special Event Policy.** Permittee agrees to comply with the City's written Special Event policies, if any, which are deemed applicable to the Special Event by the City Manager, at the City Manager's sole discretion.

3.8 **Permits.** Permittee shall obtain all local, state, and federal permits which may be necessary to hold the Special Event and/or to conduct any particular activities at

the Special Event. City shall waive all City permit fees for the Special Event in consideration of the compensation required to be paid City under this Agreement.

4.0 **Compensation, Expenses and Obligations.** Compensation, expenses and obligations for the Special Event shall be paid as follows:

4.1 **Permittee Expenses.** Unless otherwise provided in this Agreement, Permittee shall pay all costs and expenses necessary for the Permittee to satisfy its obligations under this Agreement including, but not limited to: (1) the cost of overtime for City law enforcement services, as authorized by the City Manager, to ensure public safety during the Special Event and during set-up and breakdown of the Special Event; (2) the cost of any fire department services authorized or required by the City Manager to ensure public safety during the Special Event and during set-up and breakdown of the Special Event; (3) overnight security services, if desired by Permittee; (4) facility rental fee for the use of Central Winds Park in the amount of **One Thousand Dollars and Zero Cents ($1,000.00)** (representing a fifty percent (50%) reduction in the standard base rental fee of $2,000.00, said fee reduction having been approved by the City Commission at its January 12, 2026, public meeting via Agenda Item 307); (5) actual cost to repair any damage to Central Winds Park and adjacent areas incurred as a direct result of the Special Event; (6) all advertising, directional, informational and like signage for the Special Event; (7) parking coordination for vendors and the public; (8) stage, sound system, lighting, and entertainment; (9) all food and beverages; (10) provide portable restroom facilities (and the cleaning and stocking thereof); (11) all generators needed for the event; (12) all necessary power at Central Winds Park to include three phase 300-amp; single phase 100-amp power drop at the main stage location and additional 20-amp as needed (each of the main drops must be isolated during the Special event and on set-up days); (13) clean up during and at the conclusion of the Special Event, including but not limited to the set-up and emptying of all trash containers both throughout and until the conclusion of the Special Event and the removal of all ground trash at the conclusion of the event; (14) all costs of production and otherwise relating to all Sizzle and Splash BBQ-Cook Off and Festival banners; (15) the cost of any City Parks Department staff services, as requested by the Permittee in advance of the Event and as approved by the City, as may be necessary to assist with the Event, at the cost of twenty-five dollars ($25.00) per hour per staff member over the course of the Event; and (16) provision of trash containers and liners for set-up, use, and emptying by Permittee, including coordinating with WastePro to provide two twenty-yard roll off trash cans. Payment for any expenses owed to the City under this provision shall be made no later than ten (10) days following the City's submission of such expenses to Permittee. If Permittee desires that such Festival banners be returned to Permittee following the Event, Permittee shall be responsible for the coordination and pickup from City staff of such banners within one (1) week of the Event.

4.2 **City Obligations.** City shall provide the following services and facilities for the Special Event: (1) use of Central Winds Park on the day of the Event, and Permittee shall have general access during the four (4) preceding days for set-up purposes and the four (4) days following the event for load out and clean up purposes; (2) use of parking areas at Central Winds Park; (3) use of restroom facilities at the baseball complex; (4) promotion of the event through the City's newsletter, E-Alerts, social media channels, and official City website; (5) use of electric as available in Central Winds Park; (6) mowing of the Special Event site; (7) road closure and re-opening of Orange Avenue as needed, as determined at the City's discretion; (8) coordination of fire and first aid services; (9) ensure the shutting down of irrigation at Central Winds Park on the Special Event date; and (10) hanging and removal of Sizzle and Splash BBQ-Cook Off and Festival banner on existing pole brackets, and, if also provided to the City by the Permittee, hanging and removal of one forty-foot (40') long event banner.

4.3 **City Tent Spaces at Event**. Permittee shall provide the City with space to set up two (2) tents at the Event wherein the City may distribute promotional materials, provide information about the City to Event attendees, and conduct other activities.

4.4 **City Seal**. In recognition of the City's sponsorship of the Event, the Permittee shall be permitted to utilize the City Seal in its advertising and promotional materials for the Event.

5.0 **Due Diligence.** Permittee acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Special Event desired hereunder, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance, permits, professional entertainment and the steps necessary to complete the Special Event within the time set forth herein. The Permittee warrants unto the City that it has the competence and abilities to carefully, professionally, and faithfully complete the Special Event in the manner and within the time limits proscribed herein. The Permittee will perform the Special Event with due and reasonable diligence consistent with sound professional and labor practices and with due and reasonable consideration to the public health, safety, and welfare.

6.0 **General Miscellaneous Provisions.** The following general miscellaneous provisions shall apply to this Agreement:

6.1 **Time is of the Essence.** The City's responsibility to make Central Winds Park and adjacent areas available to Permittee is limited to the time periods set forth hereunder. As such, the Permittee acknowledges and agrees that time is of the essence for the completion of the Special Event to be performed under this Agreement.

6.2 **Non-Business Day.** In the event that any period of time as set forth in this Agreement expires or any date herein occurs on a Saturday, Sunday, holiday or

other non-business day, then such date shall automatically extend to 5:00 p.m. on the next subsequent business day, excluding the day(s) the Special Event will be held pursuant to this Agreement.

6.3 **No Assignment.** This Agreement shall not be assigned or transferred unless prior written consent is granted by the City Commission of Winter Springs.

6.4 **Further Assurances.** From and after the execution of this Agreement, each of the Parties hereto shall fully cooperate with each other and perform any further act(s), execute and deliver any further documents which may be necessary or desirable in order to carry out the purposes and intentions of this Agreement.

6.5 **Legal Representation.** The Parties acknowledge that Anthony A. Garganese, Esquire, and Garganese, Weiss, D'Agresta & Salzman, P.A., and other attorneys therein, have acted as counsel for the City in connection with this Agreement and the transactions contemplated herein, and have not given legal advice to any party hereto other than the City.

6.6 **Severability.** If a word, sentence, or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, or paragraph did not exist.

6.7 **Governing Law and Venue.** This Agreement shall be governed by the law of the State of Florida. Venue of all disputes shall be properly placed in Seminole County, Florida. The Parties agree that the Agreement was consummated in Seminole County, and the site of the Special Event is Seminole County. If any dispute concerning this Agreement arises under Federal law, the venue will be the Middle District of Florida, Orlando Division. Any objections to jurisdiction and venue are expressly waived.

6.8 **Attorney's Fees.** Should any litigation arise concerning this Agreement between the Parties, the Parties agree to bear their own costs and attorney's fees and paralegal's fees.

6.9 **Non Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other rights, unless otherwise expressly provided herein.

6.10 **Notices.** Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepared, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as

follows (or to such other person or at such other addresses, of which any party hereto shall have given written notice as provided herein):

TO THE CITY:
City Manager
City of Winter Springs
1126 East S.R. 434
Winter Springs, FL 32708-2799
(407) 327-5957 (Phone)
(407) 327-6686 (Fax)

WITH A COPY TO:
Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta, & Salzman P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802-2873
(407) 425-9566 (Phone)
(407) 425-9596 (Fax)

TO PERMITTEE:
The Wesley Smith Foundation, Inc.
Attn: Libby Baity
627 Sailfish Road
Winter Springs, Florida 32708
(321) 231-2026

6.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be original; but such counterparts shall together constitute but one and the same instrument.

6.12 **Public Records.** In accordance with Chapter 119, Florida Statutes, Permittee agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. Permittee agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. Permittee also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. Permittee shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Permittee shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Permittee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Permittee does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that Permittee fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to Permittee's failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from Permittee prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Permittee. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Permittee's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

IF THE PERMITTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PERMITTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (407) 327-5955, CITYCLERKDEPARTMENT@WINTERSPRINGSFL.ORG, 1126 EAST STATE ROAD 434, FLORIDA 32708.

6.13 **Interpretation.** Both the City and the Permittee have participated substantially and materially in the drafting of all parts of this Agreement. As a result, it is the intent of the Parties that no portion of this Agreement shall be interpreted more harshly against either of the Parties as the drafter.

6.14 **No Joint Venture.** This Agreement shall not in any way be deemed to create a joint venture or principal-agent relationship between Permittee and the City.

6.15 **No City Representations and Warranties; Success of Special Event.** Permittee agrees and acknowledges that the City has made no representations and warranties regarding the Special Event. Permittee has assumed full responsibility for furnishing, performing, and completing the Special Event and that Permittee agrees and acknowledges the City has in no way guaranteed that the Special Event will be successful and profitable by any person's standard and belief of success and profit.

6.16 **Trafficking.** As a condition of this contract, Permittee shall attest under penalty of perjury, that Permittee does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City.

7.0 **Entire Agreement.** This Agreement represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

8.0 **Sovereign Immunity.** The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Permittee agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

9.0 **General Liability Insurance.** For all activities and services permitted and which occur under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event, the Permittee shall purchase and maintain, at its own expense, such general liability insurance, food and liquor liability insurance and automobile liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the activities and services permitted and occurring under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event. The insurance shall have minimum limits of coverage of $1,000,000.00 per occurrence combines single limit for bodily injury liability, property damage liability, and food and liquor liability. This shall include, but not be limited to, automobile liability of owned vehicles, hired and non-owned vehicles, and employee non-ownership. All insurance coverage shall be insurer(s) approved by the City Manager and licensed by the state of Florida to engage in business of writing of insurance. Neither approval by the City nor failure to disapprove the insurance furnished by a Permittee shall relieve the Permittee of the Permittee's full responsibility for performance of any obligation including the Permittee's indemnification of the City under this Agreement. The City shall be named on the foregoing insurance policies as "additional insured." The Permittee shall cause its insurance carriers to furnish insurance certificates and endorsements clearly specifying the types and amounts of coverage and effect pursuant hereto, the expiration date on such policies, and the statement that no insurance under such policies will be cancelled without thirty (30) days prior written notice to the City in compliance with other provisions of this Agreement. The Permittee shall furnish the Certificate of Insurance directly to the City's designated representative. The Permittee shall be solely responsible to pay any deductible, if any, relating to any claim made against the insurance coverages and policies provided under this Agreement.

If this City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Permittee in accordance with this paragraph on the basis of its not complying with the Agreement, the City shall notify the Permittee in writing thereof within thirty (30) days of the date of delivery of such certificates and endorsements to the City. For all activities and services permitted and occurring under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event, the Permittee shall continuously maintain such insurance in the amount, type, and quality as required by this paragraph.

10.0 **Indemnification and Hold Harmless.**

10.1 For all activities and services permitted and occurring under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event, the Permittee agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees, officers, officials, agents, servants, and attorneys from and against any and all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), which directly or indirectly arises out of, or results from any act or failure to act of Permittee or any person authorized by Permittee to participate in the Special Event which in any way is related to Permittee's obligations under this Agreement, and/or the services and activities provided and performed under this Agreement.

The indemnification provided above shall obligate the Permittee to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims and liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, officials, agents, servants, and attorneys which may arise or result from this Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This section shall survive termination of this Agreement.

10.2 **Supplemental Addendum to Agreement Relating to Infectious Communicable Diseases.** In addition to the Indemnity and Hold Harmless provisions as set forth in Section 10.1, Permittee further agrees, to the fullest extent permitted by law, to all provisions of the Waiver of Liability and Hold Harmless Agreement (Infectious Communicable Diseases Including Covid-19) ("Infectious Communicable Disease Waiver") attached hereto as a Supplemental Addendum to the Agreement and which is fully incorporated herein by this reference. Permittee shall execute the Infectious Communicable Disease Waiver along with this Agreement.

11.0 **Standard of Care.** In performing its activities and services hereunder, the Permittee will use that degree of care and skill ordinarily exercised, under similar circumstances by

reputable members of its profession practicing in the same or similar locality. Permittee shall protect the public and property from any safety hazards directly or indirectly resulting from the Special Event and authorized participants thereto.

12.0 **Public Forum Areas.** The Parties acknowledge and agree that during special events held on City owned or leased property, some portions of City owned or leased property such as roads, sidewalks and parks, may be considered a traditional, limited or designated public forum under law. For these areas, the Parties acknowledge that the general public may have certain levels of First Amendment rights to express themselves freely within the parameters of the U.S. and Florida Constitutions. The City intends to preserve its rights and discretion to exercise control over these areas to promote an orderly special event and public safety, but the City's control over and acceptance of First Amendment activities may be limited and will be governed by constitutional principles of law. The City does not provide any endorsements, guarantees or commitments of any kind to Permittee regarding any of these First Amendment activities should they occur during the Special Event even if said activities interfere with or impede the Special Event held by Permittee under this Agreement.

13.0 **Suspension or Cancellation of Special Event.** The City shall have the right to temporarily suspend or cancel the Special Event at any time in the event of an adverse weather condition, emergency, or in the event of any other occurrence requiring the temporary suspension or cancellation of the Special Event in furtherance of the health, safety and welfare of the City, pursuant to its inherent police powers under Chapter 166, Florida Statutes. Any such suspension or cancellation shall be at the City's sole discretion and shall be without penalty to the City. The City shall provide Permittee with notice of any suspension or cancellation of the Special Event as soon as is practicable under the circumstances warranting suspension or cancellation. If the Special Event is cancelled through no fault of the Permittee, the City shall refund any fees paid by Permittee under this Agreement.

14.0 **Term.** The term of this Agreement shall commence upon full execution of this Agreement by the Parties and end at such time Permittee has fully performed all the services required by this Agreement to the complete satisfaction of the City.

15.0 **Permittee's Signatory.** The undersigned person executing this Agreement on behalf of Permittee hereby represents and warrants that he has the full authority to sign said Agreement for Permittee and to fully bind Permittee to the terms and conditions set forth in this Agreement.

16.0 **Reporting Requirement.** No later than sixty (60) days after the Special Event, Permittee agrees to make a presentation to the City Commission recapping the successes and challenges experienced during the Special Event. During the City Commission meeting, the Permittee will also present a written profit and loss statement for the Special Event which details the revenues received and expenses incurred by the Permitee.

[*Remainder of page intentionally blank. Signature page follows.*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written above.

CITY OF WINTER SPRINGS, FLORIDA	**THE WESLEY SETH FOUNDATION**
By:_____	By:_____
Name: _____	Libby Baity
	Executive Director
Title: _____	Date: _____
Date: _____	

SUPPLEMENTAL ADDENDUM

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
INFECTIOUS COMMUNICABLE DISEASES INCLUDING COVID-19

As a condition of the use of any **CITY OF WINTER SPRINGS ("CITY")** Facilities and/or Property (collectively referred to as the "Facilities") and in consideration of being allowed to use the Facilities and to conduct and participate in the First Annual Sizzle and Splash BBQ-Cook Off and Festival and related activities conducted by Permittee (collectively referred to as "Activities") thereon of any kind whatsoever, I, as the Applicant and Special Event Organizer ("Permittee"), on behalf of the Permittee, and any officers, employees, agents, contractors, volunteers, and guests under their supervision and control or for whom Permittee has the capacity to contract, hereby acknowledge and agree to the following:

1. The Permittee understands that use of the Facilities includes possible exposure to illness from infectious communicable diseases including, but not limited to MRSA, influenza, and the novel coronavirus ("COVID-19"). Permittee understands the hazards of infectious communicable diseases such as COVID-19 and is familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. Permittee acknowledges and understands in particular that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and Permittee accepts full responsibility for familiarizing itself with the most recent updates about COVID-19 and any other infectious communicable disease. Permittee further recognizes and assumes the risk that while the City has implemented sanitation procedures for its Facilities, infectious communicable diseases and COVID-19 in particular may remain on surfaces for days, sanitation procedures do not guarantee in anyway such disease is not present, and other individuals present within or upon the Facilities may be COVID+ or infected with some other infectious communicable disease and Permittee accepts the inherent risks associated therewith by entering the Facilities or engaging in the Activities.
2. Notwithstanding the risks associated with infectious communicable diseases, including but not limited to those specifically set forth herein, which Permittee readily acknowledges, it hereby willingly chose to be in or on the Facilities and participate in Activities. Permittee shall also provide its officers, employees, agents, contractors, volunteers, and guests such health advisories it deems appropriate to maintain safety, in its sole responsibility and discretion, regarding communicable diseases and COVID-19 related to participating in the Activities at the Facilities, and Permittee shall further take such health and safety precautions that Permittee deems appropriate, in its sole responsibility and discretion, to ensure the health and safety of itself, and its officers, employees, agents, contractors, volunteers, and guests who will be present at the Facilities and participate in the Activities.
3. Permittee acknowledges and fully assumes the risk of illness or death related to all kinds of infectious communicable diseases including, but not limited to, COVID-19 arising from Permittee conducting the Activities at the Facilities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of itself, and any officers, employees, agents, contractors, volunteers, and guests under their supervision and control or for whom Permittee has the capacity to contract to the extent legally possible, on behalf of any others with whom Permittee may come into contact and allege that they became ill or contracted any infectious communicable disease including, but not limited to, COVID-19 due to Permittee's and any of its officer's, employee's, agent's, contractor's, volunteer's, and guest's presence in or on the Facilities and/or participation in the Activities), the CITY and the City's elected officials, officers, attorneys, directors, employees, professional staff, agents and assigns (the "RELEASEES") from any liability related to any and all infectious communicable diseases including, but not limited to COVID-19 which might occur as a result of Permittee conducting the Activities at the Facilities.
4. Permittee shall hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of any and all communicable diseases including, but not limited to, COVID-19 or any other illness, property damage, injury or death alleged to have occurred on or in the Facilities or arising out of the Activities.

5. It is Permittee's express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida and Venue related to any legal action related to the subject matter contained in this Agreement shall be Seminole County, Florida. PERMITTEE HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. PERMITTEE ACKNOWLEDGES THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE AUTHORIZATION GRANTED BY CITY TO BE ON OR IN THE FACILITIES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT. PERMITTEE ACKNOWLEDGES AND REPRESENTS THAT Permittee has read the foregoing Waiver of Liability and Hold Harmless Agreement, understands it and signed it voluntarily as Permittee's own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; the undersigned is at least eighteen (18) years of age and fully competent and authorized to contractually bind the Permittee; and the undersigned executes this Agreement for full, adequate and complete consideration fully intending to bind the Permittee to the terms and conditions of this Agreement. Permittee further represents this waiver and hold harmless is not in lieu of, but rather in addition to, any other waiver, hold harmless, release or indemnification set forth in the City of Winter Springs, Florida's First Annual Sizzle and Splash BBQ Cook-Off and Festival Permit Agreement and the CITY's adopted Rules, Policies & Rates for Usage for All CITY Facilities. This Agreement is hereby incorporated into and made a part of the First Annual Sizzle and Splash BBQ Cook-Off and Festival Permit Agreement if executed in conjunction herewith.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this _____ day of _____, 20___.
NAME OF /ORGANIZATION/PERMITTEE: **The Wesley Seth Foundation, Inc.**
SIGNATURE: _____
NAME/TITLE: _____

CONSENT AGENDA ITEM 305

CITY COMMISSION AGENDA | FEBRUARY 9, 2026 REGULAR MEETING

TITLE

Revised Public Input Form

SUMMARY

Section 2-28(k), Winter Springs City Code requires teh City Clerk to create and maintain a short public input form, subject to the City Commission's approval. The last revision was approved in 2021. The proposed public input form removes the "Address" line following the adoption of Ordinance 2025-14 providing that individuals addressing the Commission state only whether they are a resident of the city. Also included in this version is a checkbox to indicate whether the speaker is a Winter Springs resdient, if the speaker is representing a group, and a line to identify the name of any group being represented.

FUNDING SOURCE

RECOMMENDATION

Staff is requesting the City Commission review and approve the revised Public Input Form

Revised February 9, 2026

THIS FORM IS A PUBLIC RECORD. Individual's comments are limited to 3 minutes and persons representing a group or organization are limited to 5 minutes, unless otherwise determined by the City Commission

CITY OF WINTER SPRINGS, FLORIDA - PUBLIC INPUT FORM

Please print clearly and neatly

Date: _____ Name: _____

☐ **Winter Springs Resident** ☐**Representative of Group**

Group Name (If Applicable) _____

Email: _____ Phone # (optional): _____

Do you wish to verbally address the Commission with regard to an issue? ☐ Yes ☐ No

If you mark 'No' above, the Mayor or presiding Commissioner will indicate your noted support or opposition for the record but will not call you forward to speak.

On the Agenda ☐ Item Number: _____

For the record, regarding this agenda item, are you **IN FAVOR** ☐ or **OPPOSED** ☐

Not on the Agenda ☐ Subject: _____

CITY OF WINTER SPRINGS, FLORIDA - PUBLIC INPUT FORM

Please print clearly and neatly

Date: _____ Name: _____

☐ **Winter Springs Resident** ☐**Representative of Group**

Group Name (If Applicable) _____

Email: _____ Phone # (optional): _____

Do you wish to verbally address the Commission with regard to an issue? ☐ Yes ☐ No

If you mark 'No' above, the Mayor or presiding Commissioner will indicate your noted support or opposition for the record but will not call you forward to speak.

On the Agenda ☐ Item Number: _____

For the record, regarding this agenda item, are you **IN FAVOR** ☐ or **OPPOSED** ☐

Not on the Agenda ☐ Subject: _____

Revised February 9, 2026

THIS FORM IS A PUBLIC RECORD. Individual's comments are limited to 3 minutes and persons representing a group or organization are limited to 5 minutes, unless otherwise determined by the City Commission

CONSENT AGENDA ITEM 306

CITY COMMISSION AGENDA | FEBRUARY 9, 2026 REGULAR MEETING

TITLE

Approval of the Minutes: Monday, January 12, 2026 City Commission Regular Meeting

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends the City Commission review and approve the Monday, January 12, 2026 City Commission Regular Meeting Minutes as presented.

CITY COMMISSION

REGULAR MEETING MINUTES
MONDAY, JANUARY 12, 2026

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

UNAPPROVED

CALL TO ORDER

Deputy Mayor Cade Resnick called the Regular Meeting of Monday, January 12, 2026 of the City Commission to order at 6:31 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:

Mayor Kevin McCann, present (arrived at 6:58 p.m.)
Deputy Mayor Cade Resnick, present
Commissioner Paul Diaz, present
Commissioner Victoria Bruce, present
Commissioner Sarah Baker, present
Commissioner Mark Caruso, present
City Manager Kevin Sweet, present
City Attorney Anthony Garganese, present
City Clerk Christian Gowan, present

Pastor Kyle Stewart provided the invocation which was followed by the Pledge of Allegiance.

Deputy Mayor Resnick asked if there were any changes to the agenda. Commissioner Caruso requested Item 402 be removed from the agenda.

MOTION TO POSTPONE ITEM 402 (BIRD ROAD LOT SPLIT) TO A DATE CERTAIN OF FEBRUARY 9, 2026. MOTION BY COMMISSIONER CARUSO. SECONDED BY COMMISSIONER BAKER.

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

Commissioner Diaz requested that Item 300 (Surplus Assets) be discussed prior to any motion on the Consent Agenda. There were no objections, and the agenda was adopted as amended.

AWARDS AND PRESENTATIONS

100) Presentation of the Key to the City to Charles Lacey

Deputy Mayor Cade Resnick presented former Mayor Charles Lacey with a Key to the City, highlighting his extensive service to Winter Springs including roles on the Open Space Advisory Study Committee (2006), Ad Hoc Committee for Property Tax Reform (2007), Planning and Zoning Board (2008-2010), Charter Review Committee (2010), and as Mayor beginning in 2010. Commissioner Bruce also thanked former Mayor Lacey for believing in her and noted the honor was well-deserved.

Upon receiving the key, former Mayor Lacey thanked the Commission for the unanimous vote, noting that the current Commission benefits citizens through its diversity of opinion and willingness to debate issues. The Commission then took a photograph with Mayor Lacey.

INFORMATIONAL AGENDA
200. Not Used

PUBLIC INPUT
Deputy Mayor Resnick opened Public Input.

Mike Bouch, Winter Springs spoke regarding Item 304 (Deer Run Stormwater Control Structure Modification Project). He described how the lake had changed over time, with water coming in from city streets causing the north end to become shallow and shared concerns that simply repairing the drain would not address the need to dredge the accumulated muck. Mr. Bouch further suggested the lake be temporarily lowered to allow residents to clean up their sections.

Sam Johnson, Winter Springs inquired about future discussions regarding floodwater issues around Vistawilla Drive and Seneca Boulevard. Deputy Mayor Resnick asked the City Manager to get in contact to provide further information.

Arun Joshi, Winter Springs spoke regarding Item 304 and expressed concern about the proposed design for the control structure and the ability to manage water levels.

John Leeson, Winter Springs discussed the history of the weir structure since he moved to his property in 1993. He described how the original design with multiple openings allowed water flow control, while modifications over time made it less effective. He further noted that during Hurricane Ian, debris clogged the weir, causing the lake to overflow and resulting in a foot of water in his home.

Paul Partyka, Winter Springs noted a recent article in the Orlando Business Journal incorrectly identified the Central Florida Scottish Highland Games as being in Winter Park instead of Winter Springs. He requested the city seek a correction and invited the city to sponsor the 40th annual Rotary golf tournament scholarship fundraiser on April 13th.

Mayor McCann arrived at the meeting at 6:58 p.m.

Gina Shafer, Winter Springs presented videos and photographs of flooding in the Winter Springs Village and expressed concern that the Wetlands Park drainage issues weren't included in water studies. She explained that the Town Center drains into the Winter Springs Village and requested that companies investigating flooding issues should consult with residents who had experienced problems.

Cameron Welsh, Winter Springs expressed concerns about Item 301 (Firearms Safety Training Simulator), suggesting that based on the brochure materials, the software appeared to be of "kit bash" prototype quality and not worth the money requested.

Damian Cardona, Orlando spoke about his lot split application (Item 402) that was postponed earlier in the meeting. He expressed frustration that his application continued to be delayed despite following all city

UNAPPROVED

requirements, and stated a neighbor told him residents were fighting it simply because they didn't want the lot split.

Art Gallo, Winter Springs commented on Representative Plakon's recently filed bill (HB 4083) affecting the city charter and noted his opposition based on home rule principles. Mr. Gallo also inquired about the rescheduling of the pond maintenance discussion that was originally planned for the canceled January 26th meeting.

Mayor McCann closed Public Input.

CONSENT AGENDA

300) Surplus Assets

Commissioner Paul Diaz noted the city had donated computer equipment to Christian Tech Ministries last year and encouraged continuing that practice with surplus technology assets. City Manager Kevin Sweet confirmed that applicable items were listed as "donate first" and noted coordination with Christian Tech Ministries as the first donation entity.

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

Deputy Mayor Resnick asked Police Chief Matthew Tracht to address concerns raised during public input. Chief Tracht commented this was an advanced training system used by many law enforcement agencies in Florida. Chief Tracht further explained that he had just attended the Florida Police Chiefs Conference and met with the vendor, confirming the capabilities of the product.

Commissioner Caruso added that he had personally viewed the training videos and materials at the Police Department and agreed with the Chief's assessment.

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

No discussion

303) FY25-26 Asphalt Street Resurfacing

No discussion.

304) Deer Run Stormwater Control Structure Modification Project

Deputy Mayor Resnick asked for clarification about the project following comments during public input. City Manager Kevin Sweet explained that Pegasus Engineering had designed the control structure after multiple evaluations and noted the project had been delayed due to funding constraints but was now moving forward with Cathcart Construction.

Mayor McCann expressed that the project was needed because homes had flooded during Hurricane Ian when the existing system clogged. He noted that the stormwater rate adjustment had now made funding available for this project.

Clete Saunier, Director, Public Works and Utilities Department explained that the new design would lower the grate to the top of the structure, allowing water to enter at the same elevation as currently but preventing fish from flowing through. He noted that Hurricane Ian was a "superstorm" classified as a 1000-year frequency event, and no system could be designed to withstand such an extreme event.

UNAPPROVED

305) The Human Bean Final Site Acceptance

No discussion.

306) 699 Bear Paw Court Waiver for Designated Parking Area

Mayor McCann expressed concern about the size of the driveway and the potential for it to be used for commercial vehicles in the future. City Attorney Anthony Garganese confirmed that existing city ordinances restrict commercial vehicles in residential areas, allowing only one commercial vehicle per dwelling unit with specific restrictions on vehicle types.

307) Consideration of Fee Waiver Application for The Wesley Seth Foundation

No discussion.

308) Approval of the Minutes: Monday, December 8, 2025 City Commission Regular Meeting?

No discussion.

309) Approval of the Minutes: Thursday, December 18, 2025 City Commission Special Meeting

No discussion.

"MOTION TO APPROVE CONSENT AGENDA." 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.

PUBLIC HEARINGS AGENDA

400) Second Reading and Adoption of Ordinance 2025-17: Reasonable Accommodation from the City's Land Development Regulations and Certified Recovery Residences

Attorney Garganese read Ordinance 2025-17 by title, briefly reviewed that the ordinance was required to comply with state statutes, and noted no changes since the 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." 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.

401) Lot 4 Townhomes at Blake Commons, 1260 E. SR 434 ? Aesthetic Review.

Jenale Garnett, Senior Planner, Community Development Department presented the aesthetic review for the proposed townhomes at Blake Commons and explained that this review only concerned the appearance of proposed structures rather than location as no site plan had yet been submitted. She further explained that the zoning and proposals to include 3-story townhomes, 2-story townhomes, corner townhomes, and two pavilions

UNAPPROVED

similar to the Seminole Crossings development. Ms. Garnett noted that no objections were raised at the November 12, 2025 Community Workshop, the developer and applicant were present, and noted staff's recommendation of approval.

Discussion followed on requirements that the townhomes be independently owned rather than rental units, frustration about residential rather than commercial development on the parcel, and the Commission's role and limited power related to what developers can put on properties.

Mayor McCann opened the Public Hearing for Item 401.

Gina Shafer, Winter Springs noted speaking with the developer and concerns about three-story units to be built in the front of the property.

Mayor McCann closed the Public Hearing for Item 401.

Ms. Garnett reiterated the site plan was not currently submitted or under consideration and noted another community meeting would be held when those plans were considered.

MOTION TO APPROVE ITEM 401 (APPROVE THE AESTHETIC REVIEW APPLICATION AERV-2025-0010 FOR THE LOT 4 TOWNHOMES AT BLAKE COMMONS) MOTION BY COMMISSIONER BRUCE. SECONDED BY COMMISSIONER BAKER. DISCUSSION.

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

402) Adoption of Resolution 2026-01: 1447 Bird Road Lot Split

AS NOTED, THIS ITEM WAS POSTPONED TO THE FEBRUARY 9, 2026 CITY COMMISSION REGULAR MEETING

REGULAR AGENDA

500) Matters Related to Boards & Committees

City Clerk Christian Gowan reported several board vacancies: four on the Board of Trustees, one on Code Enforcement, one on the Tuscawilla Lighting and Beautification District Advisory Committee, and noted that a member of the Veterans Advisory Committee had tendered her resignation effective April 1, 2026.

COMMISSIONER BAKER NOMINATED BRANDON FAIR FOR REAPPOINTMENT TO SEAT THREE OF THE BOARD OF TRUSTEES. SECONDED BY DEPUTY MAYOR RESNICK. MOTION CARRIED UNANIMOUSLY.

COMMISSIONER BRUCE NOMINATED RICK ZISKA FOR SEAT TWO ON THE TUSCAWILLA LIGHTING AND BEAUTIFICATION DISTRICT ADVISORY COMMITTEE. SECONDED BY DEPUTY MAYOR RESNICK. MOTION CARRIED UNANIMOUSLY.

City Clerk Gowan noted that the current term of the volunteer chaplains would expire January 31st and applications were being accepted.

MOTION TO REAPPOINT PASTOR BOB MELHORN AS CHAPLAIN FOR 2026. MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BAKER. MOTION CARRIED UNANIMOUSLY.

UNAPPROVED

501) New Business

Commissioner Bruce noted previous discussion about a Florida Department of Environmental Protection (FDEP) Recreational Trails Program grant for non-motorized trails that could potentially be used for the Lake Jesup Boardwalk project and asked if the Commission was interested in pursuing this.

Discussion followed on the previous removal of this project from the budget, the potential of engaging a grant writer, and the inclusion of this project in the Central Winds Park Master Plan.

City Manager Kevin Sweet noted that he was in favor of pursuing grants and discussed additional associated costs that would need to be considered.

Brian Dunigan, Director, Administrative Services and Operations Department discussed previous estimates for in-house construction of the project and further discussion followed on matching requirements and specifics of the grant.

There was a consensus from a majority of the Commission to look further into pursuing this grant and project.

Deputy Mayor Resnick requested a future discussion about the holiday parade and lights, noting that many residents had expressed concerns about the parade changes and the short duration of the holiday lights display.

Deputy Mayor Resnick also requested that a discussion on the Charter Amendment Committee be added to the next Commission meeting agenda and the Commission agreed to discuss the process, calendar, and appointments for this committee.

Deputy Mayor Resnick then expressed concern about future development density in the city and asked about potentially adding restrictions to the future land use map that is currently being developed. Commissioner Bruce was in favor of creating a map showing "at-risk" properties for development in the city.

REPORTS

600. City Manager Kevin A. Sweet

City Manager Kevin Sweet reported that the House of Representatives had advanced their FY26 appropriation bills, which included $1 million for water main replacements and $640,000 for reclaimed water expansion in Winter Springs. He noted the bills would now move to the Senate for consideration. He also provided an update on the strategic plan process, reporting that he and Brian Dunigan had spoken with the City of Apopka about their recent experience which cost just under $65,000 and involved multiple public input sessions, staff meetings, and elected official involvement. City Manager Sweet estimated a similar process for Winter Springs would cost around $50,000.

601. City Attorney Anthony A. Garganese

No report.

602. City Clerk Christian Gowan

City Clerk Christian Gowan reminded the Commission that the second meeting in January (January 26th) had been canceled as four members would be in Tallahassee for Legislative Action Days. He further noted that the city would have a table at the Leadership Summit on January 30th and asked commissioners to confirm if they needed seats.

UNAPPROVED

City Clerk Gowan noted that applications for Leadership Seminole were open until March 13th, with the city budgeting for one elected official to attend. Commissioner Bruce expressed interest in participating, and Mayor McCann suggested implementing a policy that officials should not attend during their election year, though this would not apply to the current situation. It was agreed by the majority that Commissioner Bruce would apply for the upcoming class.

Finally, City Clerk Gowan noted that the chamber setup had been modified slightly to improve functionality.

603 Seat Two Commissioner Victoria Bruce

No report.

604. Seat Three Commissioner Sarah Baker

No report.

605. Seat Four Commissioner/Deputy Mayor Cade Resnick

Deputy Mayor Resnick mentioned that the Scottish Highland Games would take place in the upcoming weekend and bring approximately 85,000 people to the city.

606. Commissioner Mark Caruso

Commissioner Caruso noted he was looking forward to the Highland Games.

607. Mayor Kevin McCann

Mayor McCann shared that he had found an original map from 1885 in Newport, Rhode Island that showed Lake Jesup and Tuskawilla.

608. Seat One Commissioner Paul Diaz

Commissioner Paul Diaz shared that his alma mater, the University of Miami, would be competing for its sixth national championship in college football on January 19th at Hard Rock Stadium in Miami Gardens. He noted the team had defied expectations by defeating three higher-seeded teams to reach this point.

PUBLIC INPUT

Mayor McCann opened Public Input.

Cameron Welsh, Winter Springs reiterated his concerns about Item 301 (Firearms Safety Training Simulator and noted he thought taxpayer dollars could be better utilized.

Gina Shafer, Winter Springs requested that the city consider hosting a mother-son event similar to the father-daughter dance. She also suggested implementing "Coffee with the Mayor" or town hall meetings to improve community engagement. Finally, Ms. Shafer mentioned a report in the Oviedo Voice about property behind Aldi potentially being developed that would require water from Winter Springs.

Mayor McCann closed Public Input.

ADJOURNMENT

Mayor McCann adjourned the meeting at 8:20 p.m.

UNAPPROVED

RESPECTFULLY SUBMITTED:

_____
CHRISTIAN D. GOWAN, MPA, CMC
CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

UNAPPROVED

NOTE: These Minutes were approved at the *February 9, 2026* City Commission Regular Meeting.

PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | FEBRUARY 9, 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.

PUBLIC HEARINGS AGENDA ITEM

CITY COMMISSION
MONDAY, FEBRUARY 9, 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. City staff reviewed the minutes of the public hearings at which the Tali's Crossing plat was considered by the City Commission in 2008. There were no public comments made on the record regarding the plat at the time.

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 City Commission approved the FLU amendment on February 23, 2004, from a Low Density Residential Seminole County designation to the current city Rural Residential designation. According to the staff report from the FLU amendment hearing in 2004, the only concerns expressed were in regard to retaining tree buffers and access off of Tusca Trail, which was not relevant to the FLU change. 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 on Monday, January 12, 2026, at 6:30 p.m., and removed this item at both hearings from the agenda to consider new information. Further, the City Commission continued this agenda item to a date certain of Monday, February 9, 2026 at 6:30 p.m. in the City Commission Chambers. The City Commission shall, at its February 9, 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 currently inconsistent with the remaining lots in the Tali's Crossing, which are 2.53 acres, 2.0 acres, 2.55 acres in size, respectively.

	• However, it should be noted that three out of the four owners of lots in Tali's Crossing have either applied for or made inquiries to the City about pursuing a lot split. The owner of Lot 3 in the Tali's Crossing subdivision (1445 Bird Road) has already submitted a lot split application to the City, though the application is currently incomplete. In addition, Shark Construction Services, Inc., the owner of Lot 1 (1449 Bird Road), made a verbal lot split inquiry regarding Lot 1 in November 2025. • 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 lots 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 and the interest expressed by other lot owners in pursuing a lot split. 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" – FLU Amendment CC 2.23.2004
Figure "4" – Tali's Crossing Plat
Figure "5" – Proposed Lot Split
Figure "6" – Proposed New Lot
Figure "7" – 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
400

City Commission

February 9, 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

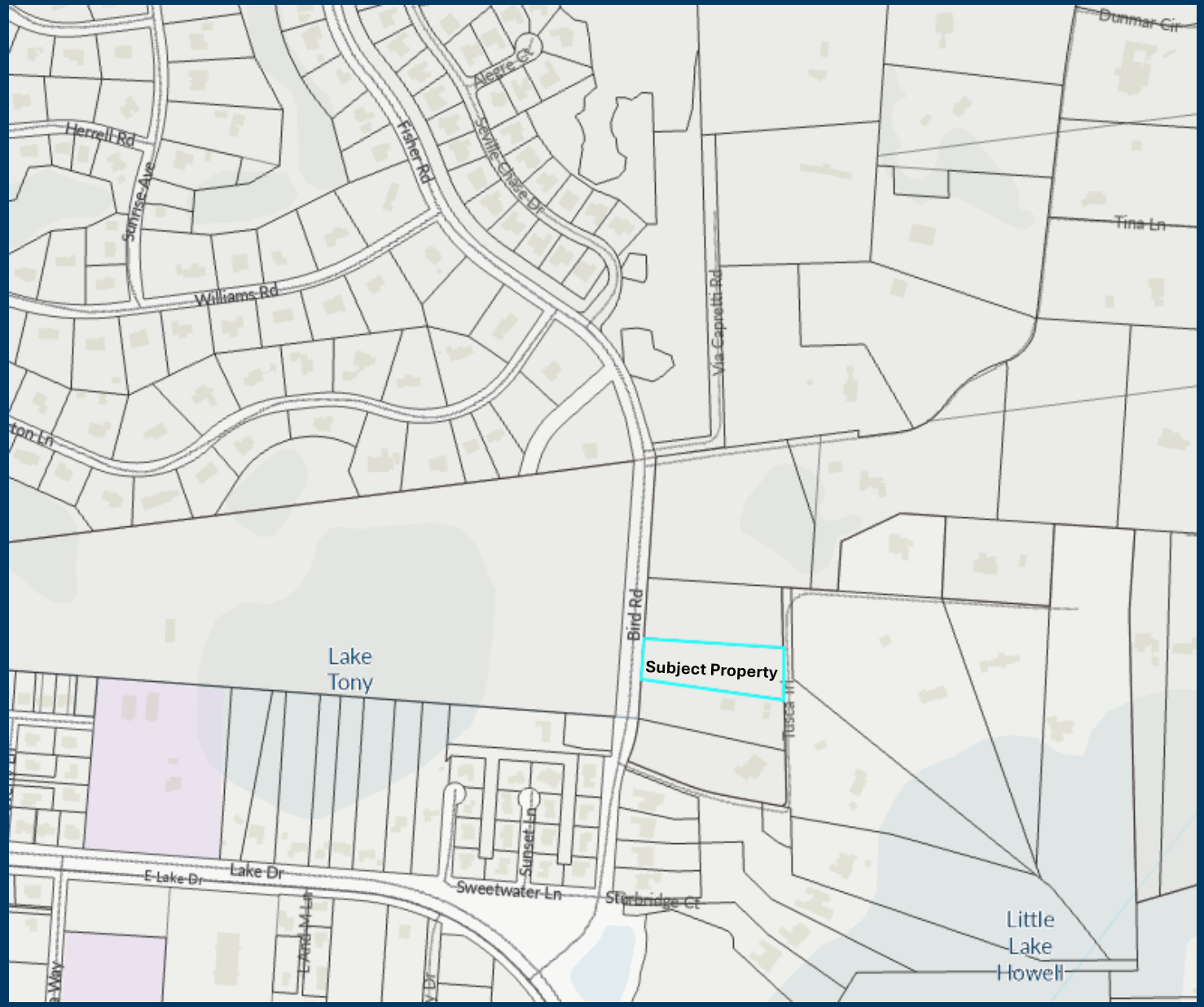
- Proposal is to split the existing lot (Parcel ID. 11-21-30-507-0000-0020) into two (2) resulting one-acre lots of record meeting the required:
  - minimum lot size of 1-acre
  - minimum width/depth of 120 ft.
  - 1.0 dwelling unit per gross acre

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.

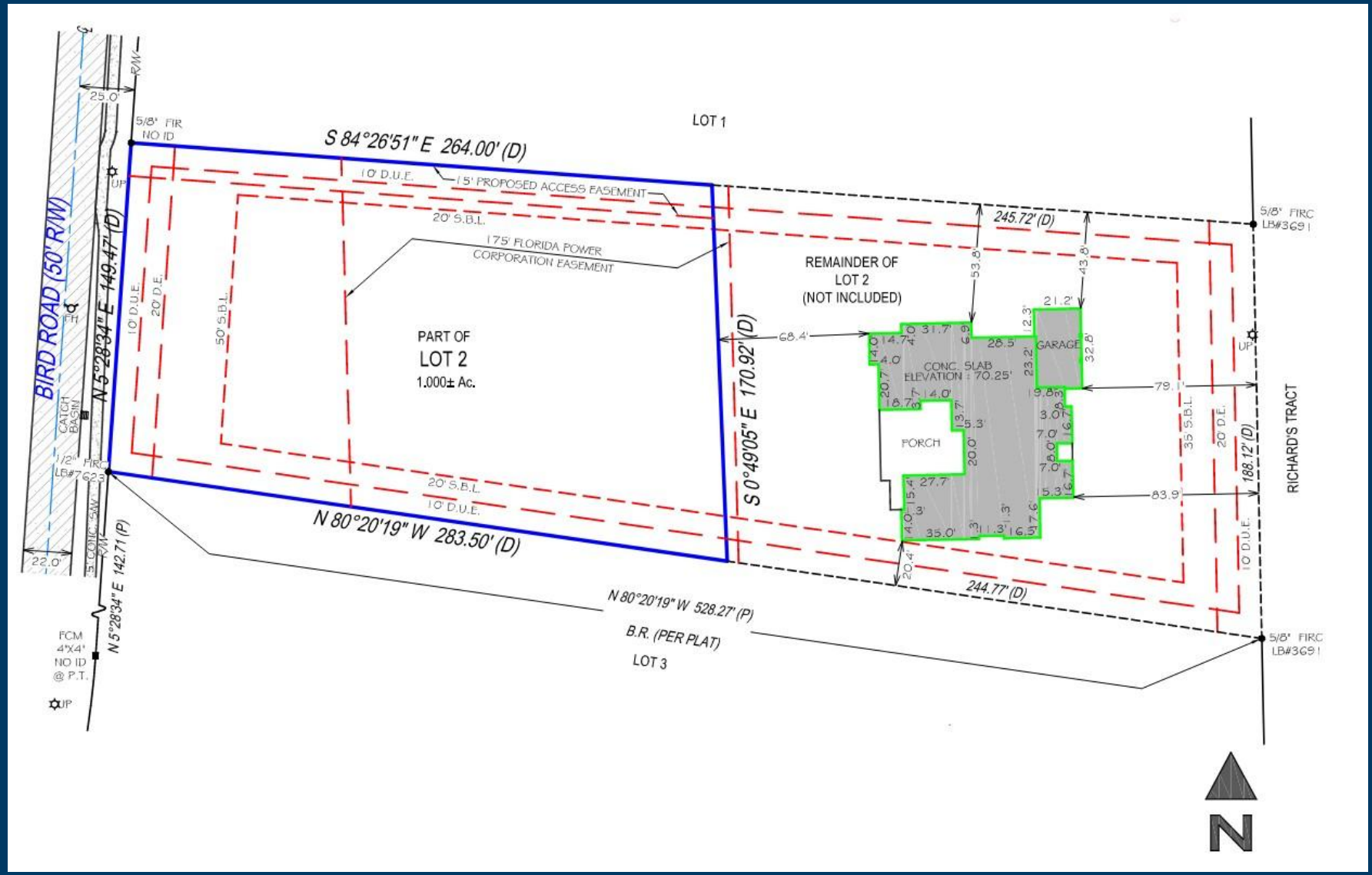
1447 Bird Road Lot Split
Resolution 2026-01

AGENDA ITEM
400

City Commission

February 9, 2026

Proposed Lot Split



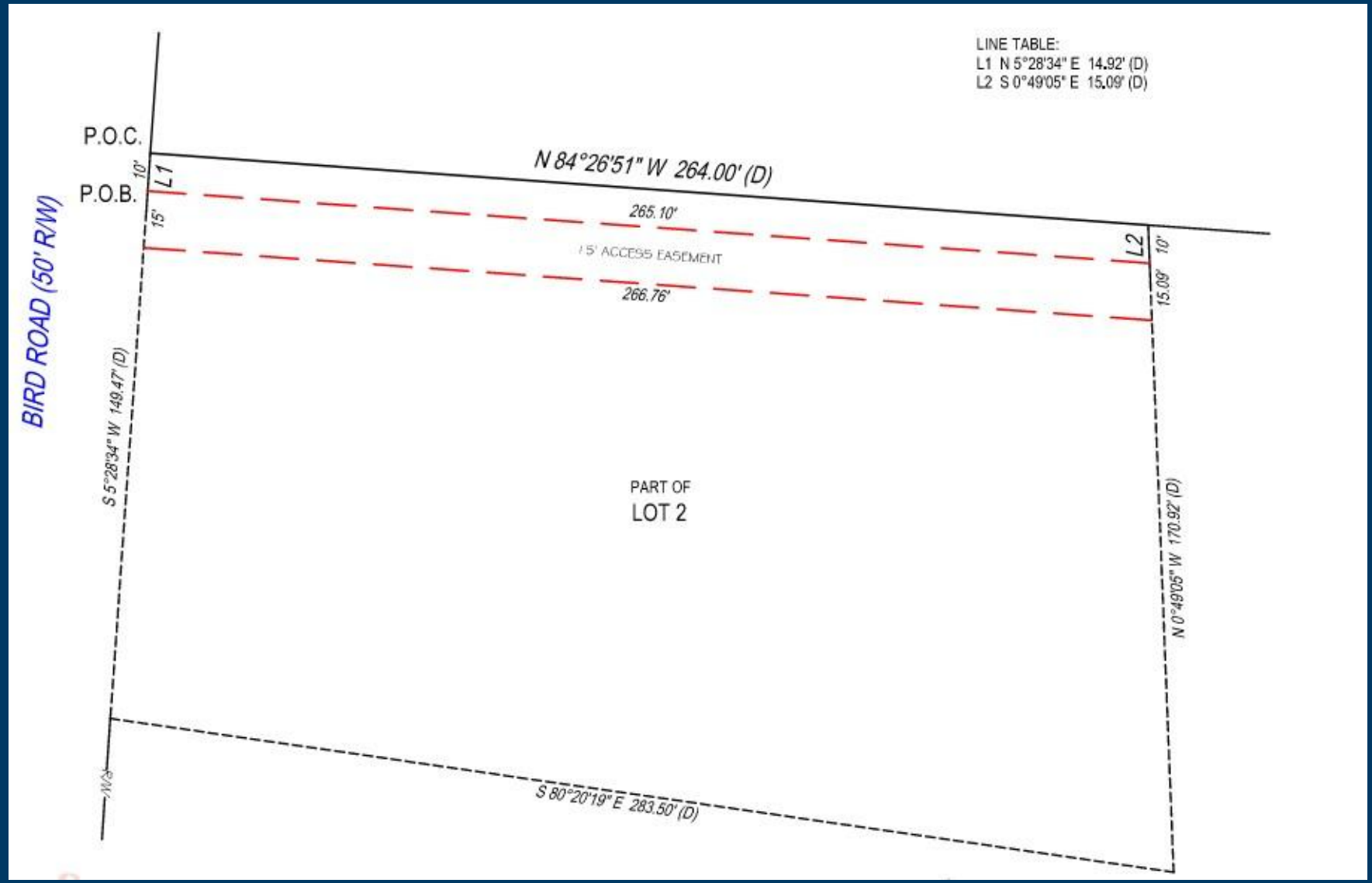
1447 Bird Road Lot Split
Resolution 2026-01

AGENDA ITEM
400

City Commission

February 9, 2026

Proposed New Lot



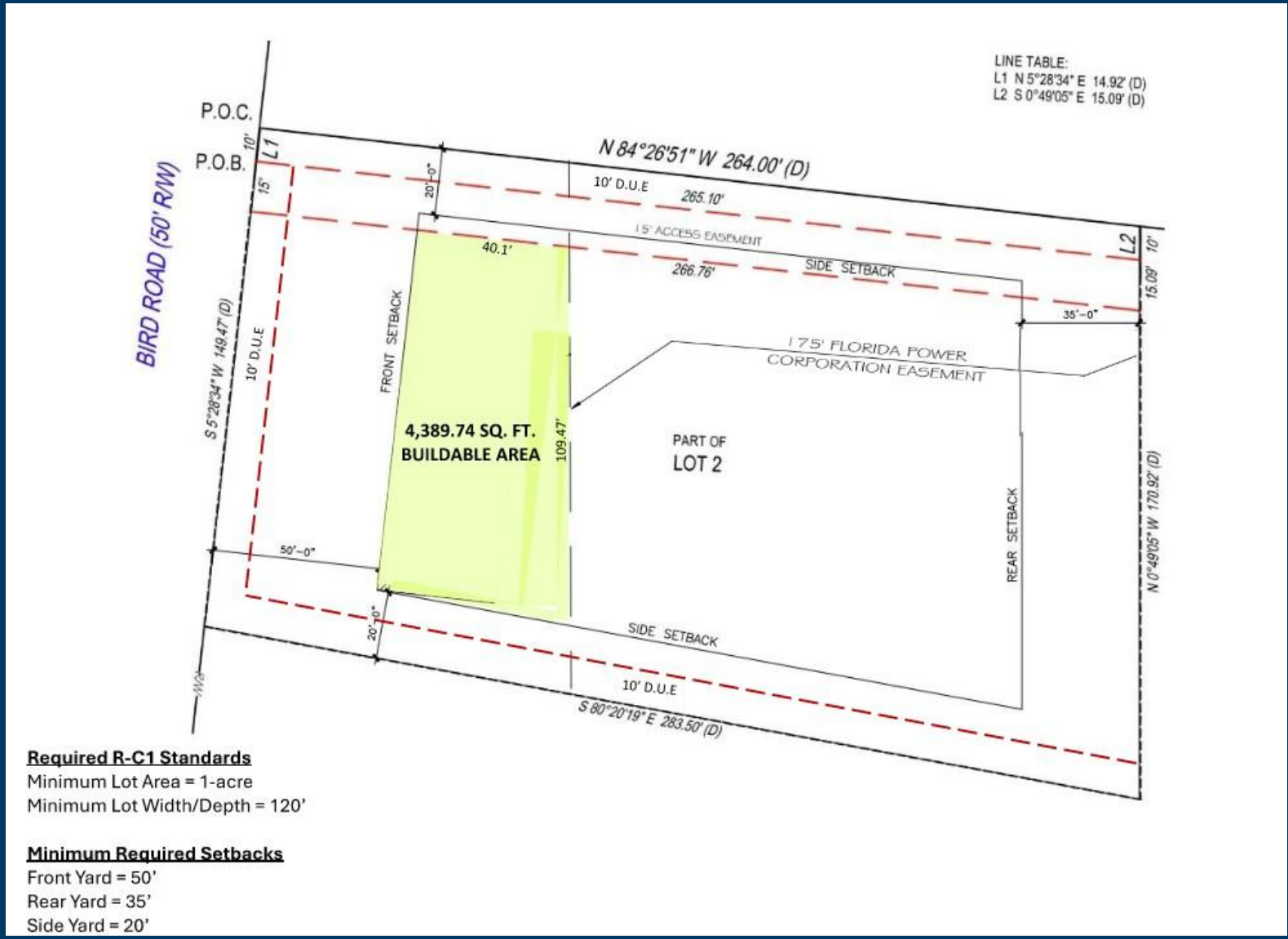
1447 Bird Road Lot Split
Resolution 2026-01

AGENDA ITEM
400

City Commission

February 9, 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
400

City Commission

February 9, 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
400

City Commission

February 9, 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:

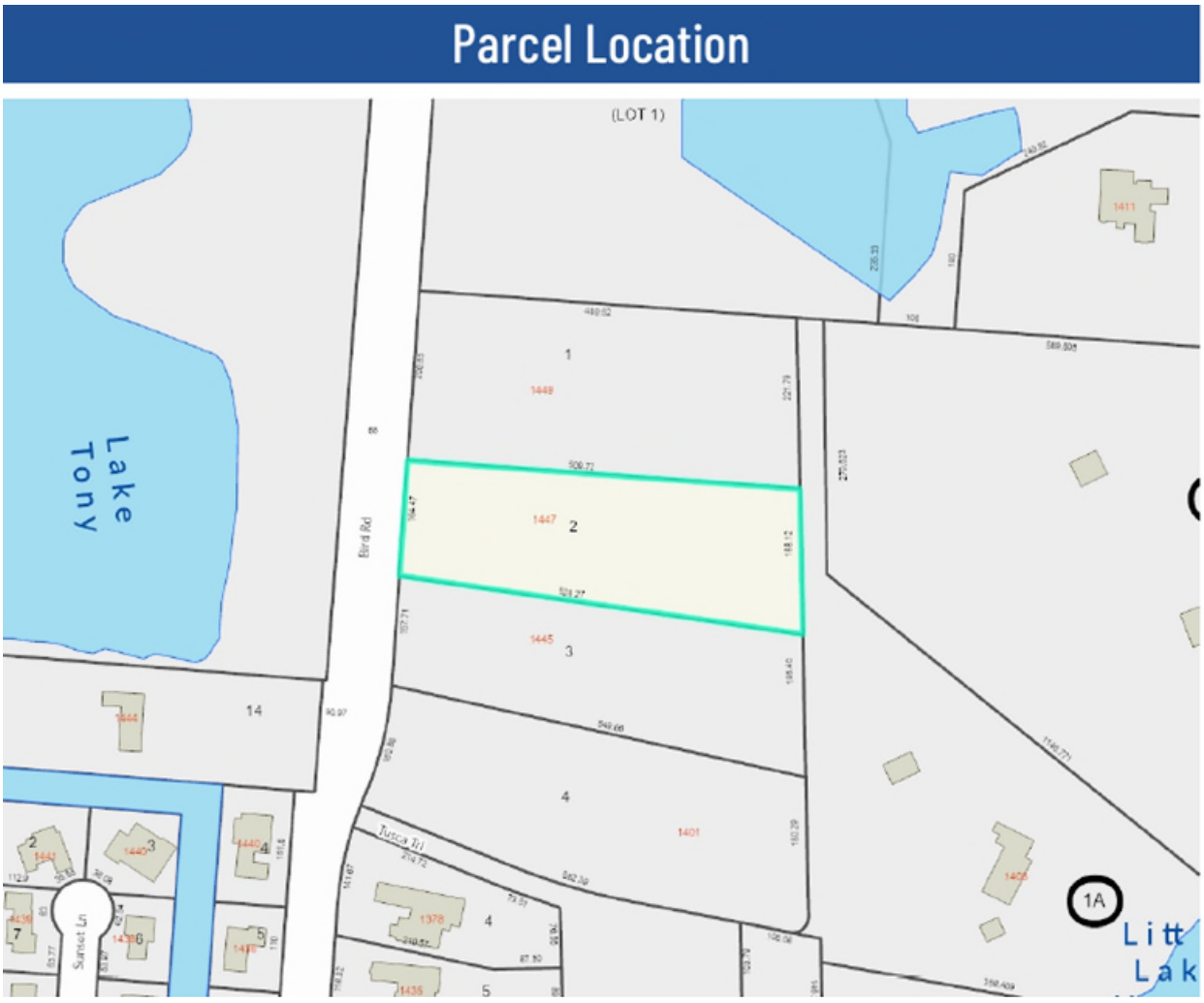


EXHIBIT B

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:

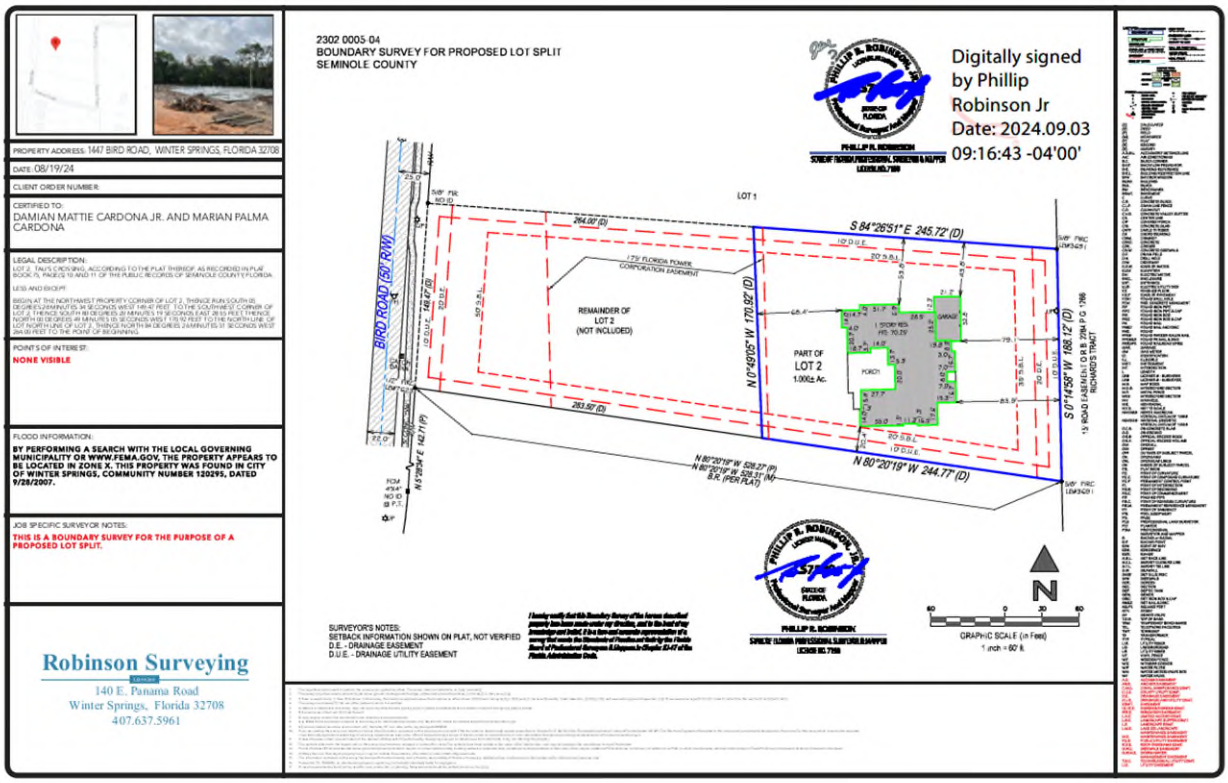


EXHIBIT C

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.

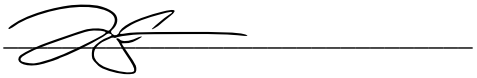
7. Miscellaneous

- **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:

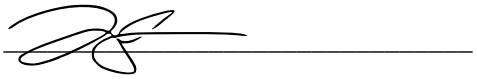
Name: Damian Cardona

Signature: 

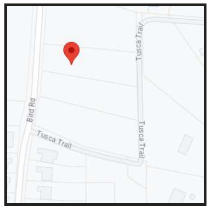
Owner of Lot 2

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 S 84°26'51" E 264.00 FEET ALONG THE NORTH LINE OF LOT 2 FOR A POINT OF BEGINNING; THENCE RUN S 5°28'34" W 149.47 FEET; THENCE RUN SOUTH 80 DEGREES 20 MINUTES 19 SECONDS EAST A DISTANCE OF 283.50 FEET; THENCE RUN NORTH 80 DEGREES 20 MINUTES 19 SECONDS WEST A DISTANCE OF 264.76 FEET TO THE WEST LINE OF LOT 2; THENCE RUN NORTH 86 DEGREES 28 MINUTES 34 SECONDS EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

ALL BEING PART OF:
LOT 2 TAVIS CROSSING, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGE 19, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

POINTS OF INTEREST:

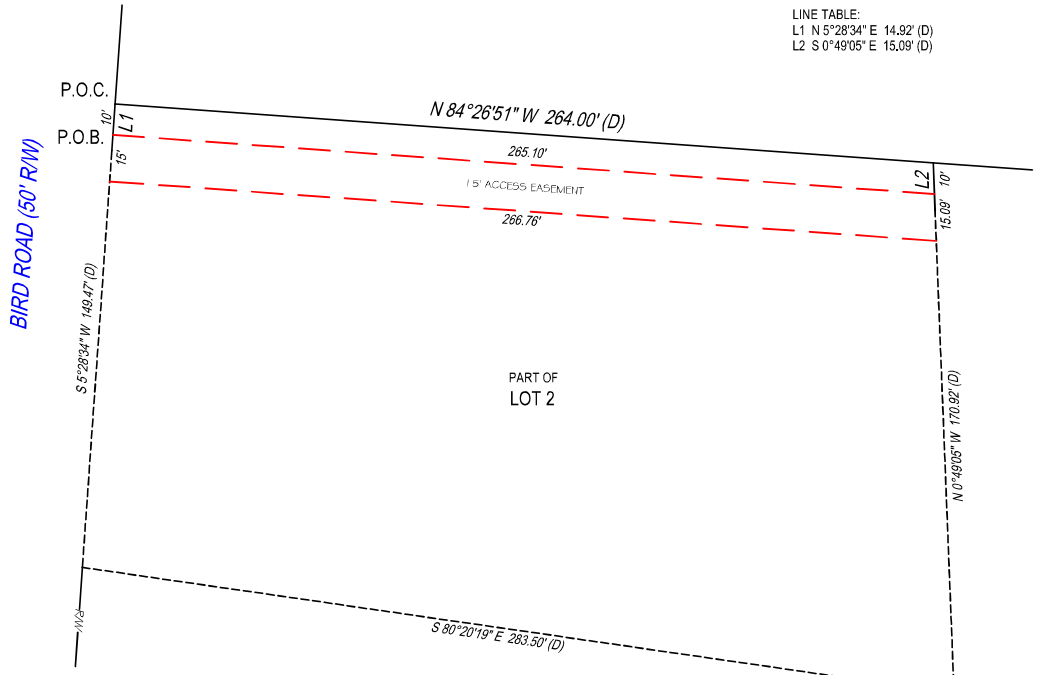
FLOOD INFORMATION:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF WINTER SPRINGS, COMMUNITY NUMBER 120295, DATED 9/28/2007.

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)



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'

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

N

40 0 20 40
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 features, utilities and improvements were not located or shown on this survey map.
3. Fences in a couple feet, or so, of field shown on this survey, the location is approximate as the boundaries were not staked by Robinson Surveying, Inc.
4. This survey was prepared for the exclusive use of the parties listed hereon.
5. Additions or deletions to this survey map or 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. This survey was performed under standards, hence dimensions are approximate.
8. Any FEMA flood zone data contained on this survey is for informational purposes only, because no certification was performed on any items.
9. All distances marked as measured were calculated unless otherwise noted.
10. If you are using this survey for the purpose of closing, be sure the information contained on this document matches what is required by your title insurance commitment. Per F.A.C. 5J-17.052, Out of the Florida Administrative Code and Florida Statute 472.025, The Electronic Signature File related to this document is permanently displayed on the invoice for this survey which is sent under separate cover. Manually signed and sealed hard copies of all survey submittals are kept in the office of the performing surveyor. If this document is in pure 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 in determining which deed, plat(s), if any, are affective 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 in the center of the field location, and may not represent the actual shape or size of the feature.
13. Some utilities (FPWC) are collected above ground and some are underground. Underground utilities are not located. Sunshine 811 has not been notified to designate utilities, as directed by the parties hereto. Utilities may be collected FPWC check are not shown, not collected as FCS, or which are otherwise unknown to the surveyor. These FCS may not represent all items of interest to the owner.
14. Unless shown on the subject property, there are no encroachments, the adjacent improvements are not included in connection with this assignment.
15. The information contained on this survey has been performed in part exists and is the sole responsibility of Robinson Surveying. Additional inquiries or references to third parties are for informational purposes only.
16. Bearings are per RE: 8307/0295, an indicated of angle bearing or upon any earlier field individual utility table for easements.
17. Any recording statements that will further control the many easements and rights of way shown or not shown on this survey or to which this property is subject.

(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.E.	DRAINAGE
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
FF	FINISHED FLOOR
FOP	EDGE OF PAVEMENT
FDH	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
FPN&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
PB	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.C.P.	PERMANENT CONTROL POINT
PI	POINT OF INTERSECTION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PT	PINCHED PIPE
P.R.C.	POINT OF REVERSE CURVATURE
P.R.M.	PERMANENT REFERENCE MONUMENT
P.T.	POINT OF TANGENCY
P/E	POOL EQUIPMENT
PL	PLAT
PLS	PROFESSIONAL LAND SURVEYOR
PLT	PLANTER
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS or RADIAL
R.F.	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
UGT	UNDERGROUND
UM	UTILITY MAN
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
A.N.E.	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 OK 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

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

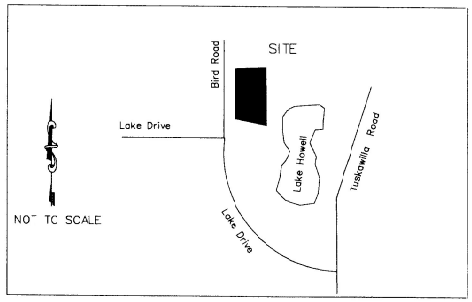
SECTION 11, TOWNSHIP 21 SOUTH, RANGE 30 EAST,
CITY of WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA.

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 501, 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 NORTH-WESTERLY, 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 210.33 FEET TO A POINT ON THE ARC OF A TANGENT CURVE, CONCAVE NORTH-WESTERLY, 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"V, 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 ..... 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

as identification

Personally known to me or produced _____

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 .....

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 Statutes.

1-28-08
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.

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 SEP 19 2008
AT 2:45 PM FILE NO. 2008107015

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, IN SEMINOLE COUNTY, FLORIDA.

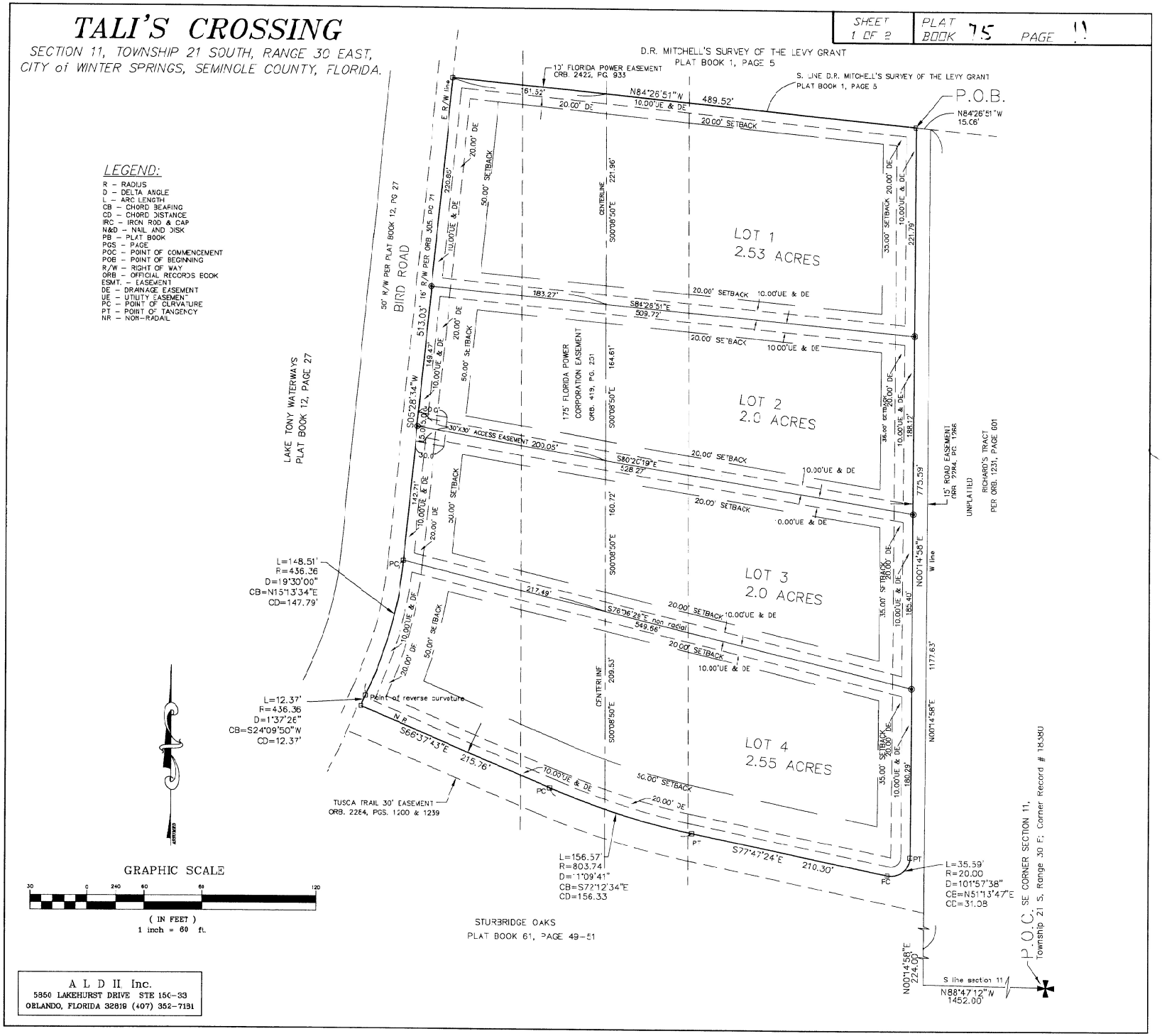
Printed Name, Mayor

ATTEST: ALLEEN LORENZO-LUACES
Printed Name CITY CLERK SIGNATURE
ALLEEN LORENZO-LUACES

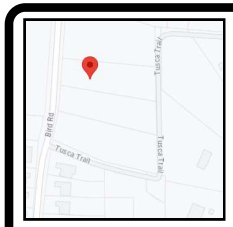
TALI'S CROSSING

SECTION 11, TOWNSHIP 21 SOUTH, RANGE 30 EAST,
CITY of WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA.

SHEET 1 OF 2 | PLAT BOOK 75 PAGE 11



A L D II Inc.
5850 LAKEHURST DRIVE STE 150-33
ORLANDO, FLORIDA 32819 (407) 352-7131





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 283.50 FEET, THENCE NORTH 0 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 TAUS 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 JR. LICENSE NUMBER 57[illegible] STATE OF FLORIDA Professional Surveyor And Mapper

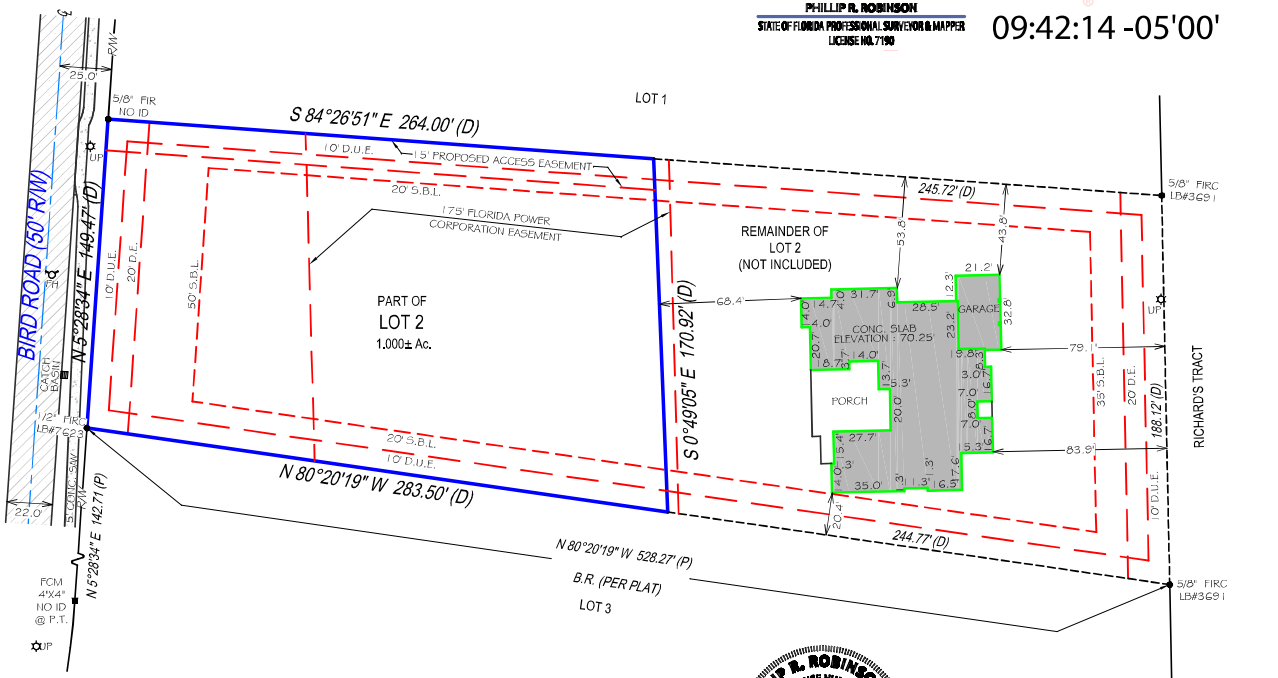
PHILLIP R. ROBINSON

STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

LICENSE NO. 7190

Digitally signed by Phillip Robinson Jr

Date: 2024.11.05 09:42:14 -05'00'



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 herein 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 61-17 of the Florida Administrative Code.

PHILLIP R. ROBINSON

STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

LICENSE NO. 7190

N

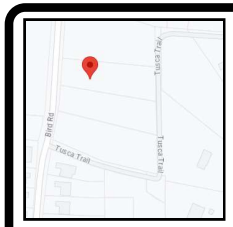
60 0 30 60

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 not given to Robinson Surveying by a third party or 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 information 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 electronic format, the information contained on this document and on behalf of the document is electronically signed as specified in Chapter 5-477.0622 (2) of the Florida Administrative Code 1 of Florida Statute -72.025. The Electronic Signature File related to the document is commercially disclosed on the invoice for this survey which is sent under separate cover. Manually signed and sealed hard copies of all survey signatures are kept in the office of the performing surveyor. This document is impaired format, is not sealed without this signature, and original embossed seal of a FL 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 may be shifted slightly and not on the survey map for clarity purposes or reduced form by the symbols have been plotted at the center of the field notes, and may not represent the actual shape or size of the feature.
13. Particular Parcel (POB) are selected above-ground improvements which may be in contact with boundary lines, setback or easement lines, as defined by the parameters of this survey. There may be additional POBs which are not shown, not called out as POBs, or which are otherwise unknown to the surveyor. These POBs 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 logos or references to third parties are for informational purposes only.
16. Pursuant to F.S. 556.0035, 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

(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/WOW 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
C/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.H.	FINISHED FLOOR
F.G.P.	EDGE OF PAVEMENT
FDH	FOUND DRILL HOLE
FDM	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
I.L.L.	ILLEGIBLE
INST.	INSTRUMENT
INT.	INTERSECTION
L	LENGTH
LB#	LICENSE # - BUSINESS
LS#	LICENSE # - SURVEYOR
LT.S.	LIGHT POLE
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
OPT	OUTSIDE OF SUBJECT PARCEL
O/H.	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
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
U.G.	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.M.	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 05 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:

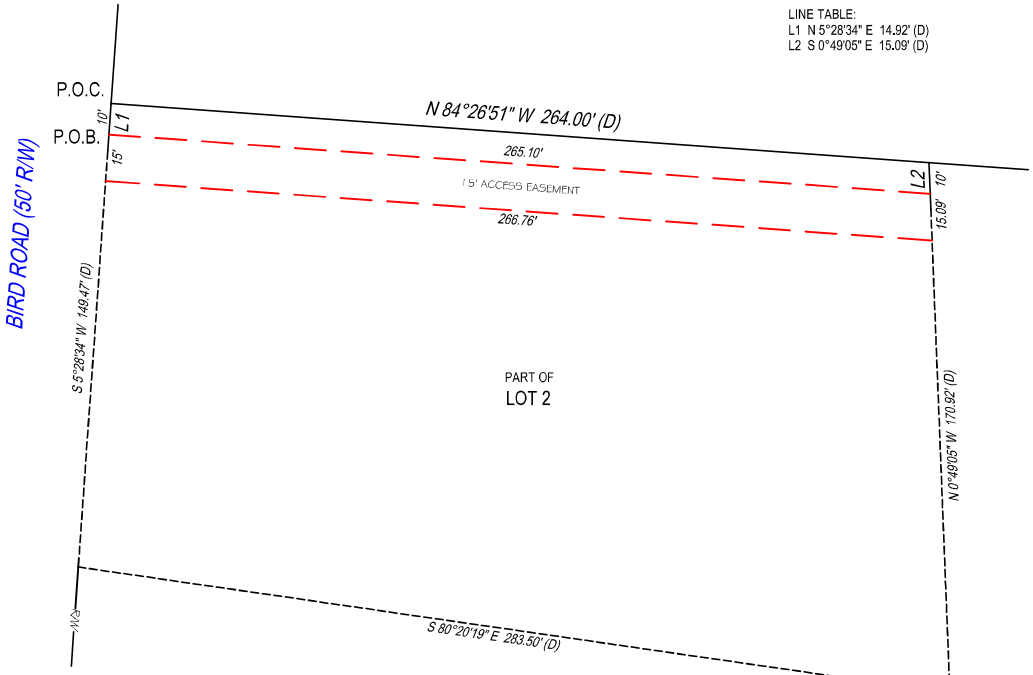
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF WINTER SPRINGS, COMMUNITY NUMBER 120295, DATED 9/28/2007.

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

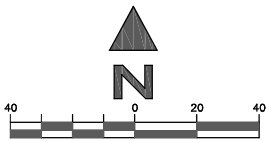


PHILLIP R. ROBINSON
STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. 7199

Digitally signed by Phillip Robinson Jr
Date: 2024.12.26 16:47:49 -05'00'

I hereby certify that this Boundary Survey of the known 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.

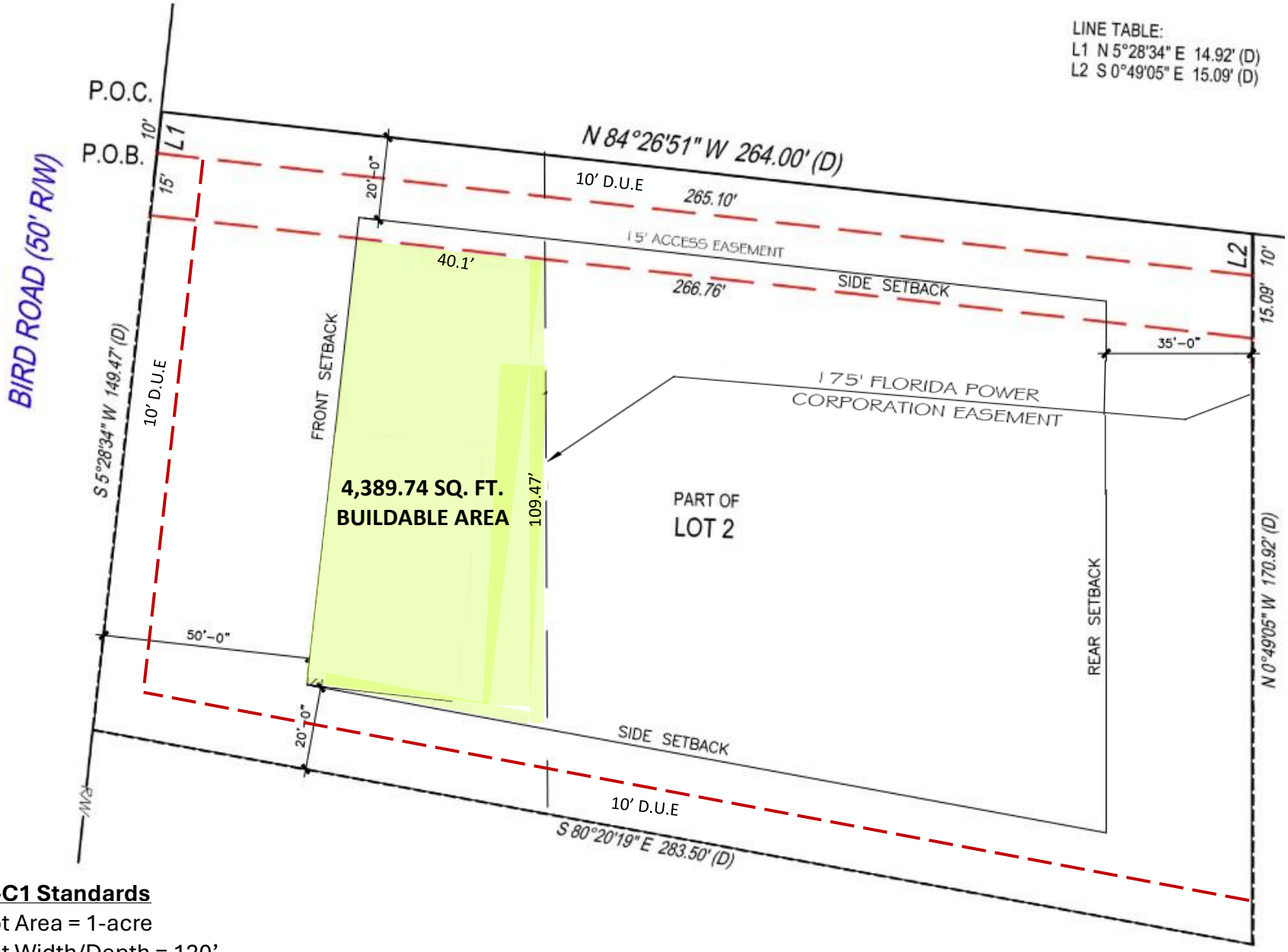
PHILLIP R. ROBINSON
STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 7199



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 not given to Robinson Surveying by a third party or 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 information 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 electronic format, the information contained in this document is the property of the document as electronically signed as specified in Chapter 5J-17.062(2) of the Florida Administrative Code 1 of Florida Statute -72.025. The Electronic Signature File related to the document is commercially disclosed on the invoice for this survey which is sent under separate cover. Manually signed and sealed hard copies of all survey signatures are kept in the office of the performing surveyor. This document is in pdf 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 in this sketch are not to scale and in the survey may have been increased or reduced for clarity. The symbols have been placed at the center of the field location, and may not represent the actual shape or size of the feature.
13. Portable Fences (PCFs) are selected above-ground improvements which may be in contact with boundary lines, setback or easement lines, as defined by the parameters of this survey. There may be additional PCFs which are not shown, not called out as PCFs, or which are otherwise unknown to the surveyor. These PCFs 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 logos or references to third parties are for informational purposes only.
16. Pursuant to F.S. 556.0035, 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

(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
BLK. 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 HALF/RD BEARING
CHIM. CHIMNEY
CONC. CONCRETE
COR. CORNER
C/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
E/UB ELECTRIC UTILITY BOX
F/F. FINISHED FLOOR
F.O.P. EDGE OF PAVEMENT
F/DH FOUND DRILL HOLE
FCM FND. CONCRETE MONUMENT
F/P FOUND IRON PIPE
F/PC FOUND IRON PIPE & CAP
F/R FOUND IRON ROD
F/RC FOUND IRON ROD & CAP
FN FOUND NAIL
F/N&D FOUND NAIL AND DISC
FND. FOUND
F/PKN FOUND PARKER-KALON NAIL
FPKN&D FOUND PK NAIL & DISC
F/RR/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 MAIL BOOX
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
OPT OUTSIDE OF SUBJECT PARCEL
O/H. 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
P.G. PAGE
P.L.S. 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
SND 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
T/W TOP OF WALL
U.R. UTILITY RISER
U.G. 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 | FEBRUARY 9, 2026 REGULAR MEETING

TITLE

Stormwater Pond Maintenance Program Presentation

SUMMARY

The cost associated with the Stormwater Pond Maintenance Program will be represented in the City's budget and incorporated into the Stormwater Utility rate structure. This presentation will review the City's current level of maintenance service for public stormwater ponds, illustrate the number of ponds in the City, and discuss the City's commitment to establish an anticipated level of service for ponds set forth in the presentation. The number of stormwater ponds maintained by the City and its related impact on the stormwater utility rate will also be discussed during the presentation.

Definitions:
1. Public Ponds are ponds that are on City owned or dedicated property and receive stormwater drainage from City roads and public right-of-way areas.
2. Hybrid Ponds are ponds that are not on City owned property but receive stormwater drainage from City roads and public right-of-way areas. Currently, some hybrid ponds have recorded documentation providing a maintenance easement(s) to the City and/or have a recorded maintenance agreement with the City.
3. Private Ponds are ponds that are on private property and receive stormwater drainage from private roads.

FUNDING SOURCE

Not considered at this time.

RECOMMENDATION

Staff respectfully requests that the City Commission reach consensus and adopt the City's Pond Maintenance Program at the conclusion of the presentation and direct staff to incorporate the related costs for the program into the forthcoming Stormwater Utility Rate Study.





City of Winter Springs

Stormwater Pond Maintenance

City Commission
Meeting
February 9th, 2026

Kimley»Horn

Introductions

- City of Winter Springs
  - Clete Saunier, P.E., Director of Public Works and Utilities
- Kimley-Horn and Associates, Inc.
  - Julia Felter, P.E.
  - Marcus Geiger, P.E.
- Pegasus Engineering, LLC
  - David Hamstra, P.E.,CFM

Agenda

- *Pond Definitions*
- *Current Level of Service*
- *Ponds within the City*
- *Public Ponds*
- *Anticipated Level of Service*
- *Estimated Cost of Maintenance*
- *Impact to Utility Rate*

Pond Definitions

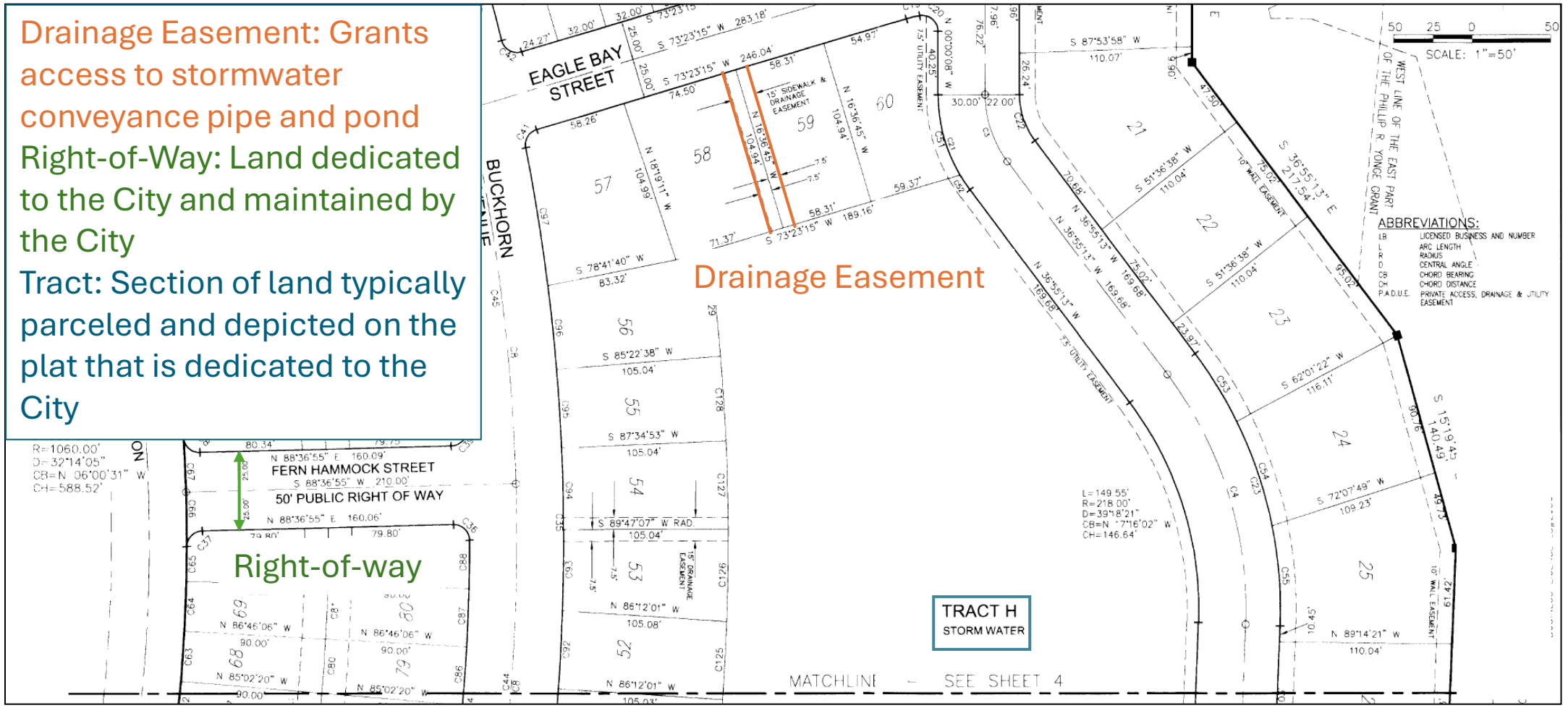
- Public ponds are ponds that are on City owned property and receives stormwater from City roads and public rights-of-way.
- Hybrid ponds are ponds that are not on City owned property but receive stormwater from City roads and public rights-of-way. Currently, some hybrid ponds have recorded documentation providing a maintenance easement(s) to the City and/or have a recorded maintenance agreement.
- Private ponds are ponds that are on private property and receives stormwater from private roads.

Pond Definitions

Drainage Easement: Grants access to stormwater conveyance pipe and pond

Right-of-Way: Land dedicated to the City and maintained by the City

Tract: Section of land typically parceled and depicted on the plat that is dedicated to the City



Current Level of Service for Ponds

- Aquatic Vegetation inspected Monthly
- Aquatic Vegetation treated as needed for wet ponds
- Mowed Monthly
- Debris Removal
- Minor erosion repairs
- Limited visual inspection of pond banks
- Limited visual inspection of outfall structures
- Rapid Response when damage is reported

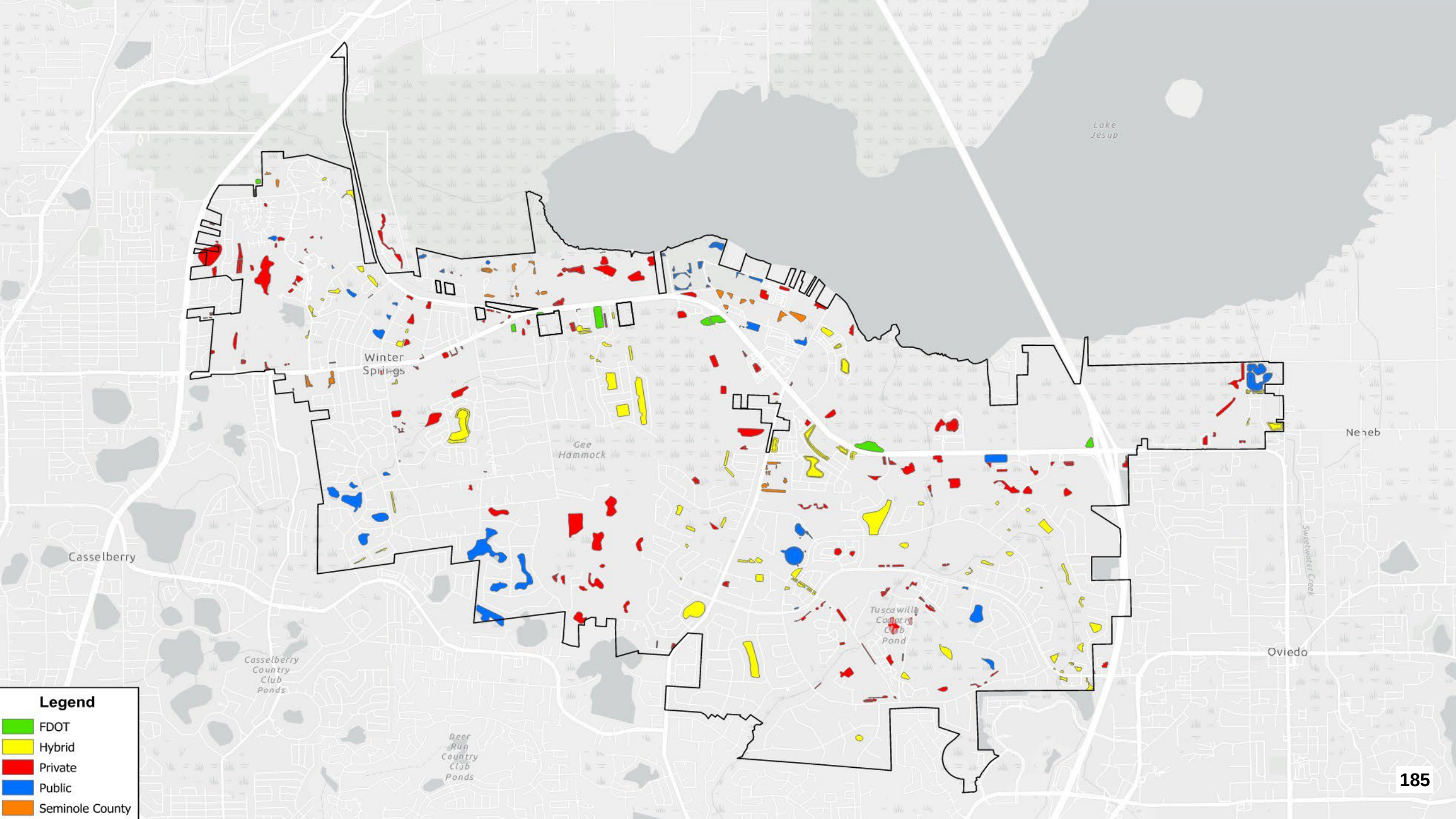
Ponds within the City

- 368 Ponds
- Maintenance categories
  - FDOT
  - Seminole County
  - Public/City
  - Hybrids
    - Various levels of pond ownership, easement access, and recorded maintenance responsibilities
  - Private

Maintenance by Others	No. of Ponds
FDOT	12
Seminole County	33
Private	180
Sub total	**225**

Maintenance by City	No. of Ponds
Public	48
Hybrid	95
Sub total	**143**

TOTAL	368

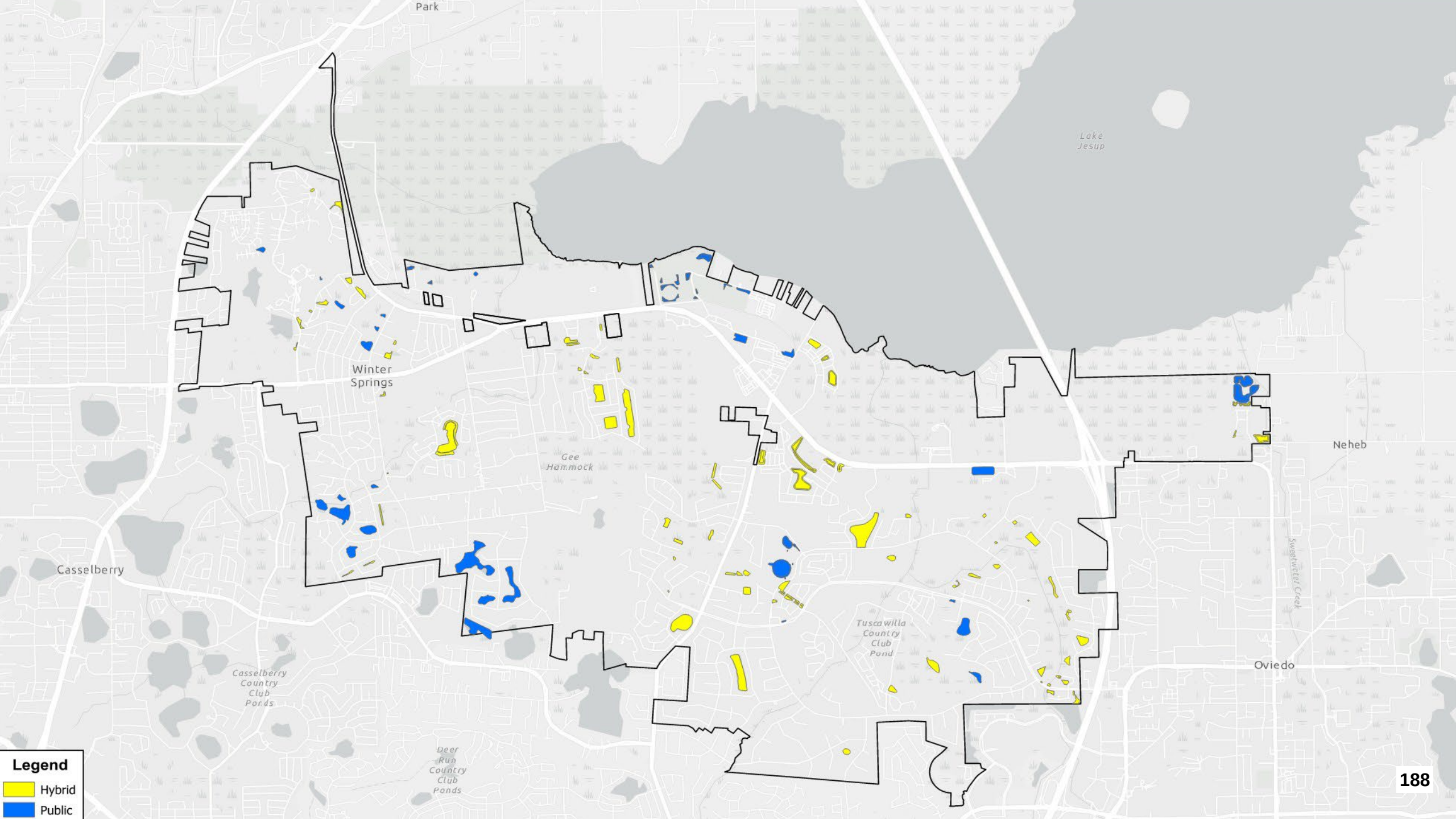

Lake Jesup
Winter Springs
Gee Hammock
Casselberry
Casselberry Country Club Ponds
Deer Run Country Club Ponds
Tuscawilla Country Club Pond
Oviedo
Sweetwater Creek
Legend
FDOT
Hybrid
Private
Public
Seminole County

City Maintained Ponds

- Public (48)
  1. Pond receives drainage from City roads and Public rights-of-way
  2. On City owned Property
- Hybrid (95)
  1. Pond receives drainage from City roads and Public rights-of-way
  2. Easement access for City
- 55 of 95 Hybrid ponds do have recorded maintenance responsibilities
- 40 of 95 Hybrid ponds do not have recorded maintenance responsibilities

City Ponds – Maintenance Type

Pond Responsibility	Wet	Dry	No. of Ponds
Public	34	14	48
Hybrid w/ records	45	10	55
Hybrid w/o records	24	16	40
Public + All Hybrid	103	40	**143**


Park
Lake Jesup
Winter Springs
Gee Hammock
Neheb
Casselberry
Tuscawilla Country Club Pond
Oviedo
Sweetwater Creek
Casselberry Country Club Ponds
Deer Run Country Club Ponds
Legend
Hybrid
Public

Anticipated Level of Service for Ponds

- Aquatic Vegetation inspected Monthly
- Aquatic Vegetation treated as needed for wet ponds
- Mowed Monthly
- Debris Removal
- Rapid Response when damage is reported
- **Major** erosion repairs
- **Yearly** visual inspection of pond banks
- **Yearly** visual inspection of outfall structures
- **Proactive Maintenance:** localized sediment removal, outlet protection evaluation, control structure repair, etc.

Estimated Cost per Pond Maintenance

Service	Wet Pond Present cost
Shoreline Restoration	$50,000
Aeration	$16,000
Control Structure Repair	$4,000
Localized Sediment Removal	$60,000
Total	$130,000

Service	Dry Pond Present cost
Scour/Outlet Protection	$5,000
Control Structure Repair	$2,000
Underdrain Replacement	$25,000
Total	$32,000

*Expected life span of pond maintenance is 15-year cycle
Cost per pond based on assumption that there is legal access to the hybrid ponds

Expenditures in Utility Rate Study

- Study Includes
  - Operating Expenses
  - Rehabilitation and Maintenance
  - Staff and Equipment*
  - Capital Improvement Plan Project Funding
  - Stormwater Pond Maintenance

*Direction from Commission on number of ponds the City will maintain will affect “Staff and Equipment” expense category to be presented at the upcoming Utility Rate Study meeting(s).

Impact to Utility Rate – Scenario 1

Pond Responsibility	Type of Maintenance	No. Ponds per year *	Cost	Impact to Utility Rate
Public	Wet pond - 34	Wet pond - 2	$260,000	Increase of $1.40/month
	Dry pond - 14	Dry pond - 1	$32,000	
	48	**3**	**$292,000**	

*Expected life span of pond maintenance is 15-year cycle

Impact to Utility Rate – Scenario 2

Pond Responsibility	Type of Maintenance	No. Ponds per year *	Cost	Impact to Utility Rate
Public + Hybrid with records	Wet pond - 79	Wet pond - 5	$650,000	Increase of $3.45/month
	Dry pond- 24	Dry pond -2	$64,000	
	103	**7**	**$714,000**	

*Expected life span of pond maintenance is 15-year cycle

Impact to Utility Rate – Scenario 3

Pond Responsibility	Type of Maintenance	No. Ponds per year *	Cost	Impact to Utility Rate
Public + All Hybrid	Wet pond - 102	Wet pond - 7	$910,000	Increase of $4.80/month
	Dry pond - 41	Dry pond - 3	$96,000	
	143	**10**	**$1,006,000**	

*Expected life span of pond maintenance is 15-year cycle

Pond Maintenance Impact to Utility Rate - Summary

Scenario	Pond Responsibility	No. of Ponds	Impact to Utility Rate
1	Public	48	Increase of $1.40/month
2	Public + Hybrid with records	103	Increase of $3.45/month
3	Public + All Hybrid	143	Increase of $4.80/month

Questions



REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | FEBRUARY 9, 2026 REGULAR MEETING

TITLE

Approval of a Pre-Annexation Agreement with Ryan Sheehan et al. to Annex approximately 4.85 acres of land along Tuskawilla Road within the Town Center Enclave for the Future Development of a Residential Subdivision consisting of Eleven (11) Upscale, Detached Single-Family Homes.

SUMMARY

An unincorporated enclave exists in the middle of the Town Center on both sides of Tuskawilla Road and now only just south of SR 434. The enclave has multiple property owners, and annexation of the enclave has been critical to support the City's Town Center project. Pursuant to a 1987 Interlocal Agreement, it was anticipated that the enclave would be annexed within the jurisdictional limits of the City over time, and Seminole County agreed to encourage such annexation. Over time, many of the properties were annexed at the time of development such as Avery Park, Jessup Reserve, and Tuskawilla Crossing. However, more recently, the Town Center Storage property declined annexation.

The Owners of the subject property owns approximately 4.85 acres of land adjacent to Avery Park on Tuskawilla Road and adjacent to Milky Way. The Owner desires to construct an upscale residential subdivision consisting of eleven (11) detached, single family homes. A basic Concept Plan is attached to the propose Preannexation Agreement. Based on discussions with the Owners, and the Owner's reputation for building several upscale custom homes within the City of Winter Springs, it is anticipated that the proposed project will be a valuable addition to the Town Center.

To incentivize the annexation of the Property, the City Manager and City Attorney prepared the attached Preannexation Agreement for the City Commission's consideration.

Upon approval of the Preannexation Agreement, the City will expeditiously commence the annexation process and proceed with processing the annexation, future land, and rezoning ordinances concurrently.

FUNDING SOURCE

RECOMMENDATION

Approve Pre-Annexation Agreement

Prepared by and return to:

Anthony Garganese, Esquire
Garganese, Weiss, D'Agresta and Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801
(407) 425-9566

Execution Version

PRE-ANNEXATION

AND TOWN CENTER REDEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND TOWN CENTER REDEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2026 (the "Effective Date") by and between the **CITY OF WINTER SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter the "City") whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **RYAN SHEEHAN, an unmarried man, THOMAS F. LANDERS, a married man, and ADAM R. ALSTOTT, an unmarried man, as tenants in common,** whose post office address is, 1100 Spotted Sandpiper Loop, Winter Springs, FL 32708 (hereinafter collectively referred to as the "Owner"), and shall be fully enforceable in accordance with the terms hereof.

W I T N E S S E T H:

WHEREAS, the Owner is the owner of real property described as Seminole County Tax Parcel #01-21-30-501-0000-0100 & #01-21-30-501-0000-0220, which consists of approximately 4.85 acres, more or less, and which is currently located within unincorporated Seminole County with medium density residential future land use, and is legally described in the attached **EXHIBIT "A,"** which is fully incorporated herein by this reference ("Property"); and

WHEREAS, the Property has been included into the City's Town Center Master Plan for future redevelopment and is suitable for annexation; and

WHEREAS, the purpose of this Agreement is to set forth the understandings and agreements of the parties with respect to the City's annexation of the Property and Owner's future redevelopment of the Property in the City's Town Center as agreed to and set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other has provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated into this Agreement by reference, and are a material part of this Agreement upon which the parties have relied upon.

2. **Annexation**. The Owner hereby irrevocably agrees and petitions the City to annex the Property into the municipal boundaries of the City of Winter Springs, and the City hereby agrees to process the petition and annex the Property, pursuant to the terms and conditions of this Agreement and applicable law. Owner will provide the City with the required metes and bounds legal description for the annexation process. Owner agrees that they will not contest or object to

the annexation of the Property (provided such annexation is consistent with the terms hereof) and that the parties will fully cooperate with each other to achieve the annexation and future development of the Property on the terms and conditions set forth herein.

3. **Development Conditions and Economic Incentives**.

(a) **Project Description; Approval of Concept Plan; Sewer Connection.**

(1) *Project Description.* The City and Owner agree that the Property will be developed as a detached, single-family home subdivision with eleven upscale (11) homes (hereinafter referred to herein as "Project" or "redevelopment" or "initial redevelopment").

(2) *Concept Plan.* The Project shall be substantially developed in accordance with the concept plan which is attached hereto as **EXHIBIT "B"** and incorporated herein by this reference ("Concept Plan"). The Concept Plan is intended to be the general blueprint which details the general layout of the Project including the number and location of lots, roads, and driveway entrance onto Tuskawilla Road. The Concept Plan also serves as the necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Owner shall have the obligation to further submit and obtain the City's approval of a final subdivision and final site plan and final engineering plans consistent with the Concept Plan in all material respects and in compliance with the City Code. The Concept Plan is intended to be for illustrative purposes only and may be modified during the subdivision and site and final engineering plan process. Owner acknowledges and agrees that the Concept Plan was not created with specific surveyed dimensions and that during the subdivision and final engineering process such dimensions shall be surveys, duly engineered, and provided to the City for consideration under applicable City Codes. The Concept Plan shall be subject to reasonable adjustments at the subdivision and site and final engineering plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimension of lots, buildings, landscaping, entrances, utilities, parking and other site improvements may vary slightly between the Concept Plan and approval of the Final Plat and Final Site and Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Concept Plan.

(3) *Water; Sewer; and Reclaimed Utilities Improvements.* The Owner shall, at its sole cost and expense, design, install, and construct all water, sewer, and reclaim lines, private lift station, and related appurtenances and improvements necessary to serve the Property, and shall connect such facilities to the City's water, sewer, and reclaim utility systems. The utilities connections shall include installing an 8" PVC water main and 4" PVC Sanitary Force Main to a point of connection located between Avery Park and Milky Way, as well as installing a 4" Reclaimed water to a point of connection located within the median of Tuskawilla Road. In addition, the private lift station shall be installed and constructed on the Property and shall be maintained by the future homeowner's association formed by the Owner to support the future maintenance of common areas and improvements associated with the Project. All work shall comply with all applicable City codes, standards, specifications, and permitting requirements, and shall be subject to inspection and approval by the City. The City shall have no obligation to install, construct, finance, or reimburse any portion of such improvements.

(b) ***Town Center Future Land Use and Zoning.*** In order to facilitate the redevelopment of the Property as a detached, single-family residential subdivision, the City agrees, upon annexation of the Property and consistent with the City's Town Center Master Plan, to

advertise and proceed with public hearings to amend the Property's Comprehensive Plan Future Land Use Map designation to City "Town Center" and Official Zoning Map classification to City "Town Center, T4 Transect." The aforementioned comprehensive and zoning map amendments (inclusive of the transect sub-designations) shall be subject to Florida law and City Code, and shall be subject to final approval by the City Commission of Winter Springs. In accordance with Florida law, no provision of this Agreement shall be construed as guaranteeing that the amendments will be approved by the City Commission. The City's processing of the comprehensive plan amendment and zoning map amendment shall be subject to necessary public participation and hearings as required by law and submission of competent, substantial evidence in support thereof. Each party will fully cooperate with each other to achieve the amendments on the terms and conditions set forth herein including, but not limited to, submitting and executing any applications customarily required by the City. The City may proceed with the aforementioned public hearings simultaneous to or immediately after the adoption of this Agreement.

(c) ***Annexation and Rezoning/Land Use Map Application Fee Waiver.*** The Owner shall be required to submit to the City, at their expense, a metes and bounds legal description as required by law to support the annexation of the Property. However, the City shall hereby waive **100%** of all fees, costs, or expenses that are customarily charged by the City on account of or in connection with the City's review and processing of the annexation, comprehensive plan and zoning map amendments for the Property.

(d) ***Development Permit Application Fee Waiver.*** The City shall waive **100%** of fees, costs, or expenses that are customarily charged by the City for development permit application fees associated with the initial redevelopment of the Property to include applications for engineering/site plan, plat, any required zoning waivers, and aesthetic review, provided such redevelopment is in accordance with the City's Comprehensive Plan and the Town Center Code (T4) and provided such development permit applications are submitted within five (5) years of the effective date of this Agreement, including applicable final engineering, aesthetic review, conditional use, waivers and platting permit application fees. For purposes of determining fee waivers under this Agreement, the term "initial redevelopment of the Property" shall mean the initial construction of the single-family subdivision improvements including roads, sidewalks, curbs and gutter, walls, street lights, entrance feature and gate, drainage, and other utility improvements required to service the subdivision and the construction work required to obtain a certificate of occupancy for each of the eleven (11) single-family homes. However, the City shall not provide any waiver of all applicable monetary tree replacement assessments (tree bank) that may be required under Chapter 5 of the City Code for the future redevelopment of the Property.

(d) ***Building Permit Application Fee Reduction.*** The City shall hereby provide a **50%** reduction of all applicable building permit fees for the future initial redevelopment of the Property, provided such redevelopment is in accordance with the City's Comprehensive Plan and the Town Center Code (T4) and provided such redevelopment has commenced vertical construction, which shall at minimum include building foundations, within five (5) years of the effective date of this Agreement.

(e) ***Impact Fee Reduction.***

(1) *Water and Sewer Impact Fees.* In consideration of the Owner's completion, at its sole cost and expense, of the water, sewer, and reclaimed water improvements described in Section 3(a)(3) of this Agreement, the City shall grant the Owner a water and sewer impact fee credit in the amount of $3,000 per single-family dwelling unit, for a cumulative total credit of $33,000.

(2) *Other City Impact Fees.* The City shall hereby provide a **25%** reduction of all other applicable City imposed impact fees (police, fire, park and recreation, and road) for the future initial redevelopment of the Property

(3) *Condition.* The impact fee credits under this subsection (e) shall be granted provided such development is in accordance with the City's Comprehensive Plan and the Town Center Code (T4) and provided such redevelopment has commenced vertical construction, which shall at minimum include building foundations, within five (5) years of the effective date of this Agreement.

4. **Further Assurances**. In addition to the acts recited in or set forth in this Agreement, the parties agree to perform or cause to be performed in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement, including but not limited to the execution and/or recordation of further instruments; provided however that the City's obligation shall be subject to such limitations of law as may be applicable to municipalities.

5. **Time Is Of The Essence**. The parties agree that they shall diligently and expeditiously pursue their respective obligations. The City agrees to complete the adoption process for the required annexation, comprehensive plan and zoning ordinances no later than 120 days from the effective date of this Agreement.

6. **Successors and Assigns**. Owner may assign the rights under this Agreement to another party by written instrument, provided the assignee shall expressly agree under said instrument to be bound by the terms and conditions of this Agreement including, but not limited to, developing the Property in accordance with the requirements of the Town Center Code. Within three (3) days of any such assignment, the Owner and assignee shall provide the City with a copy of the written assignment instrument. This Agreement and the terms and conditions hereof shall be binding upon and inure only to the benefit of the City and the Owner, and their respective successors in interest.

7. **Applicable Law**. This Agreement and the provisions herein shall be construed, controlled and interpreted according to the laws of Florida.

8. **Binding Effect**. Each party represents to the other it has undertaken all necessary actions to execute this Agreement and has the legal authority to enter this Agreement and to undertake all obligations imposed on it.

9. **Recording; Termination for Failure to Timely Acquire Property**. Upon execution of this Agreement by the Owner and the City, the City shall, at its sole cost and expense, record a fully executed copy of this Agreement in the Public Records of Seminole County, Florida. Upon recordation, this Agreement will become a covenant running with the title to the Property, and this Agreement shall be binding upon and will inure to the benefit of both the City and Owner, and the assigns and successors in interest to the Property and all parts and parcels thereof.

10. **Venue**. Any and all actions or proceedings arising out of or related to this Agreement or brought to enforce or interpret this Agreement, shall be brought exclusively and solely in the court of appropriate jurisdiction in Seminole County, Florida.

11. **Development Permits**. Nothing herein shall limit the City's authority to grant or properly deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Owner or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.

12. **Attorneys' Fees and Costs**. In the event of a dispute regarding this Agreement, the parties shall bear their own attorneys' fees and legal costs and neither shall be responsible to pay the other's legal fees.

13. **Caption/Exhibits**.

(a) The headings or captions of the sections and subsections contained in this Agreement are for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.

(b) The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement. In the event of any conflict between the Agreement and any exhibit, the terms of the Agreement shall govern and control except with respect to the legal description or description of the Property, in which case the correct statement in an exhibit will control over the Agreement, but only if the description in the exhibit is determined to be accurate.

14. **Severability**. If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the unlawful portion shall be deemed separate and distinct, and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

15. **Notices**. Any notice delivered shall be in writing and shall be deemed to be delivered (whether or not actually received) when it is hand delivered to the official hereinafter designated; three business days after mailing when deposited in the United States Mail, postage prepaid, certified mail return receipt requested; or upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the parties as follows:

To Owner:
Ryan Sheehan
Thomas F. Landers
Adam R. Alstott
1100 Spotted Sandpiper Loop
Winter Springs, FL 32708

To City:
City Manager
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708
Telephone: (407) 327-5957

With a copy to:
Anthony A. Garganese
Garganese, Weiss, D'Agresta and Salzman, P.A.

111 N. Orange Ave, Suite 2000
Orlando, Florida 32801
Phone: (407) 425-9566
Fax: (407) 425-9596

16. **Entire Agreement**. This Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter hereof and it supersedes all prior agreements, arrangements or understandings, whether oral or written.

17. **Modification**. This Agreement may not be amended, changed or modified nor may any material provisions hereunder be waived, except by a written document of equal dignity signed by the Owner and the City after approval by the City's City Commission at a public meeting.

WHEREFORE, the parties hereto have caused these presents to be signed all as of the date and year first above written.

WITNESSES:

_____

_____
Printed Name of Witness

_____

_____
Printed Name of Witness

OWNER:

By: _____
Ryan Sheehan

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____ day of _____, 2026, by **Ryan Sheehan**, an unmarried man, as tenant in common of the Property who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

WITNESSES:

_____

_____
Printed Name of Witness

_____

_____
Printed Name of Witness

OWNER:

By: _____

Thomas F. Landers

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____ day of _____, 2026, by **Thomas F. Landers**, an unmarried man, as tenant in common of the Property who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

WITNESSES:

_____

_____
Printed Name of Witness

_____

_____
Printed Name of Witness

OWNER:

By: _____

Adam R. Alstott

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____ day of _____, 2026, by **Adam R. Alstott**, an unmarried man, as tenant in common of the Property who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

ATTEST (Seal):

By:_____
Christian Gowan, City Clerk

CITY OF WINTER SPRINGS, a Florida Municipal Corporation,

By:_____
Kevin McCann, Mayor

APPROVED AS TO FORM AND LEGALITY FOR THE CITY OF WINTER SPRINGS ONLY:

_____
ANTHONY A. GARGANESE, CITY ATTORNEY

Exhibit "A"

The Property

Parcel I:

Lot 10, TUSKAWILLA, according to the plat thereof, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, together with the West 1/2 of vacated street abutting on the East, pursuant to Resolution recorded in Book 654, Page 353, of the Public Records of Seminole County, Florida.

Parcel II:

Lots 22 and 23, TUSKAWILLA, according to the plat thereof, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, together with the East 30 feet of that certain Right of Way, lying adjacent to Lot 23, which was vacated and abandoned April 27, 1975 in O. R. Book 1050, Page 401, of the Public Records of Seminole County, Florida.

Parcel Identification Number: 01-21-30-501-0000-0100 & 01-21-30-501-0000-0220

Exhibit "B"

The Concept Plan



N

GRAPHIC SCALE

30 0 15 30

(IN FEET)
1 inch = 30 ft.

REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | FEBRUARY 9, 2026 REGULAR MEETING

TITLE

Discussion on City Charter Review Committee

SUMMARY

The City Commission has previously adopted a resolution to formally establish an ad hoc charter review committee to periodically conduct a comprehensively review of the City Charter to determine whether updates and changes are recommended. The resolutions were adopted to provide structure, reporting, and timelines to complete the process. The resolution establishing the committee is the first step in a multiple step process.

The charter review and/or amendment process conducted by the City, as an organization, is an issue for the City Commission to decide in its reasonable discretion. Any proposed charter amendments resulting from the Committee's work is typically submitted to City Commission in the form of a written report with recommendations. The City Commission then considers the report and recommendations to determine whether to propose any charter amendments to the voters. In order for the City Commission to propose a charter amendment, Florida law requires the City Commission to adopt an ordinance which includes the proposed text amendments to the City Charter, the referendum question, and election schedule.

For reference, Resolutions 2000-27 and 2010-04 are attached to this item which established the previous committees.

The Commission directed staff to prepare a resolution establishing a Charter Review Committee at the October 27, 2025 Commission Meeting with the goal to place any proposed changes on the 2028 ballot.

At that same meeting it was proposed in the agenda item that the City Commission appoint a Charter Review Committee based on the makeup of the Districting Commission as follows:
The City Commission shall appoint seven (7) city electors determined from the registration of the last regular election, one (1) to be appointed by each commissioner from their respective district, and two (2) appointed by the mayor from the city at large, who shall comprise the Charter Review Committee. Electors chosen shall not be employed by the city in any other capacity. If approved by the Commission, a resolution will be prepared and brought back for approval.

Before a draft resolution can be prepared and presented to the City Commission for a vote, staff is seeking clarification on the following considerations:

1. Does the City Commission agree with the previously proposed appointment process based on the existing Districting Commission process?

2. Does the City Commission want the City Attorney and City Clerk to act as facilitators for the Charter Review Committee or should the City retain an outside experienced facilitator?

3. Are there specific City Charter provisions which the Commission wants the Committee to evaluate and make recommendations on in the course of their comprehensive review?

4. What is the deadline for the Committee's final report taking into consideration that the City Commission has previously expressed any proposed amendments will be presented to the voters during the 2028 election cycle?

5. Scheduling can be complicated especially before appointing Committee members. Committee members and technical staff will need to be consulted about scheduling once Committee members are appointed. Further, conflicts with other City board meetings will need to be considered to avoid conflicts. Does the Commission have any expectations regarding scheduling that should be incorporated into the resolution?

FUNDING SOURCE

N/A

RECOMMENDATION

Staff requests the City Commission review the listed considerations, discuss, and provide further direction.

RESOLUTION 2000-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA PROVIDING FOR THE ESTABLISHMENT OF A CHARTER REVIEW ADVISORY COMMITTEE, SETTING OUT RESPONSIBILITIES, AND REPORTING REQUIREMENTS.

WHEREAS, in 1981 the Charter of the City of Winter Springs, Florida was adopted by referendum, and

WHEREAS, the Charter has from time to time been amended, and

WHEREAS, there are certain provisions of the Charter that have been challenged relative to interpretation of its provision, and

WHEREAS, there has been an expression of interest among City Officials and members of the public for a review and modernization of the Charter, and

WHEREAS, as the "Model City Charter", as researched and published by the National Civic League has provided the template for City Charters since publication of its first Model City Charter in 1899, and

WHEREAS, the seventh edition of the "Model City Charter" as updated and published by the National Civic League in February 1989, is the most current template for City Charters, and

WHEREAS, the Winter Springs City Charter has not been reviewed for consistency with the current "Model City Charter", and

WHEREAS, it is the desire of the Winter Springs City Commission to have the current Winter Springs City Charter reviewed for consistency with the current "Model City Charter", and

WHEREAS, the Winter Springs City Commission desires to provide an open, objective, and deliberative process to provide ample opportunity for the public to participate in the City Charter amendment process.

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

Section I. **Committee:** There is hereby established the City of Winter Springs Charter Review Advisory Committee, which shall be an ad-hoc committee composed of six members, appointed one each by the Mayor and City Commission. The members shall serve for the duration of the Committee as provided herein.

Section II: **Committee Responsibilities:** The Committee shall have the responsibility for working with the technical resource team reviewing the City's existing City Charter and providing recommendations to the City Commission for modernizing the existing City Charter in order to be consistent with the seventh edition of the "Model City Charter" published by the National Civic League. In their review the Committee shall not make recommendations relative to changing the current form of government from the Commission-Manager form, but shall determine what changes need to be made, if any, to make the City's current form of Commission-Manager government consistent with the provisions provided for in the seventh edition of the "Model City Charter" published by the National Civic League. **All meetings of the Committee shall be open to the public as provided by Florida Law.**

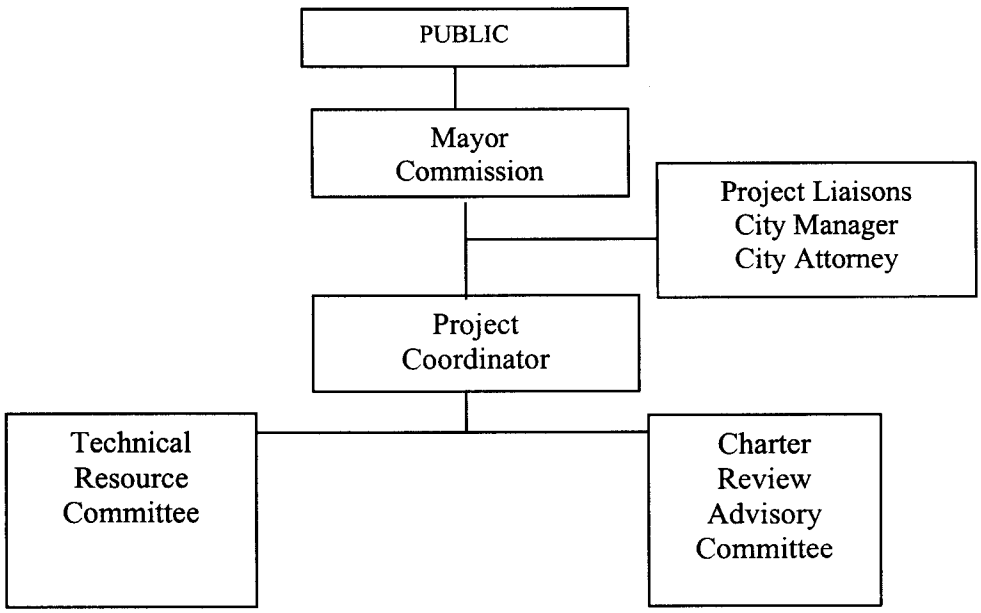
Section III. **Technical Resource Team:** There is hereby established the Technical Resource Team which shall be made up of three highly competent professional members whose area of expertise and experience include local government charters, codes and administration.

Technical Resource Team Responsibility: The responsibility of the Technical Resource Team shall be to review the current Charter, to review public input, to assist the Citizens Advisory Committee in analysis of the Charter and public input and formulating Charter Amendment recommendations, to publish recommendations for updating the Charter consistent with the seventh edition of the "Model City Charter", and publish on behalf of the Charter Committee a final report to the City Commission. In addition, the Technical Resource Committee shall publish an exception report with the City Commission highlighting any recommendations of the Charter Review Committee which in its professional judgement are not consistent with the seventh edition of the "Model City Charter" or may not be in the direct best interest of the citizens of Winter Springs.

Project Coordinator: The City Commission shall contract with the Institute of Government at the University of Central Florida to coordinate the Charter Review process on behalf of the City of Winter Springs.

Duration of Project: The Charter Review Committee shall present its final report and recommendations to the City Commission no later than the first meeting in February of 2001, which is the meeting of February 12, 2001.

Organizational Chart



Process: The Charter review process shall be as follows:

I. Adoption of Resolution
II. Agreement with CFU
III. Employment of Technical Team
IV. Appointment of Citizen Committee
V. Session 1- Full Project Team/Public Meeting

- **a) Technical Team Meeting**
- **b) Project Team Orientation**
- **c) Public Meeting**
  1) **Overview of Process**
  2) **Public Input**
  3) **Call for Position Papers**
- **d) Project Team Debriefing**

VI. Session 2 - Full Project Team

- **a) Project Team Meeting**
- **b) Review of Draft 1**
- **c) Consensus on Provision Alternatives**

VII. Session 3 - Full Project Team/Public Meeting

- **a) Project Team Review of 2nd Draft**
- **b) Public Meeting on Second Draft**
- **c) Project Team Debriefing**

VIII. Session 4 - Project Team/Public Meeting

a) **Presentation of Final Report to Mayor andCommission**
b) **Public Input**
c) **Commission Direction to staff.**
d) **Charter Amendment Referendum Ordinance ___, First Reading**
e) **Charter Amendment Referendum Ordinance ___, Second Reading**

IX. Public Workshop

1. **Tuscawilla**
2. **Oak Forest/Hacienda**
3. **Highlands**
4. **Any Other Locations Required By The City Commission**

X. Referendum

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 28th day of August, 2000.

Paul P. Partyka, Mayor

ATTEST:

Andrea Lorenzo-Luaces, City Clerk

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

Anthony A. Garganese, City Attorney

RESOLUTION NUMBER 2010-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA PROVIDING FOR A FORMAL PUBLIC PROCESS TO CONDUCT A COMPREHENSIVE REVIEW OF THE CITY CHARTER FOR PURPOSES OF DETERMINING WHETHER AMENDMENTS SHOULD BE PROPOSED TO THE CITY ELECTORATE DURING THE 2010 GENERAL ELECTION; PROVIDING FOR THE ESTABLISHMENT OF A "WINTER SPRINGS AD HOC CHARTER REVIEW ADVISORY COMMITTEE"; PROVIDING A PUBLIC REVIEW PROCESS; PROVIDING FOR TECHNICAL ASSISTANCE AND OTHER TERMS AND CONDITIONS NECESSARY TO CONDUCT AN ORDERLY AND WELL-INFORMED CHARTER REVIEW PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Springs, Florida was established by the Florida Legislature in 1959 and operates pursuant to its City Charter; and

WHEREAS, the City Charter has been amended from time to time as the governance of the City has evolved; and

WHEREAS, the Model City Charter, as researched and published by the National Civic League, has provided the template for City Charters since publication of its first Model City Charter in 1899; and

WHEREAS, in 2001, the City Commission established a comprehensive charter review process for purposes of modernizing the City Charter consistent with the Model City Charter, 7th Edition, promulgated by the National Civic League; and

WHEREAS, in 2001, the City Commission proposed to the electorate of the City of Winter Springs approximately 23 amendments to the City Charter to modernize the governance of the City of Winter Springs; and

WHEREAS, the approximate 23 amendments were approved by the electorate of the City of Winter Springs and became law pursuant to the Florida Constitution and the Florida Municipal Home Rule Powers Act; and

WHEREAS, since the last comprehensive City Charter review process in 2001, the National Civic League published the 8th Edition of the Model City Charter in 2003; and

WHEREAS, there has been an expression of interest among City Officials and members of the public that the City Charter should be reviewed for purposes such as determining whether the Model City Charter, 8th Edition offers any additional suggestions and guidance that may be helpful to further modernize the City Charter of Winter Springs, and evaluating certain governance issues identified by the City Commission; and

WHEREAS, the City Commission desires to appoint an ad hoc committee to conduct the City Charter review process and to determine whether or not additional charter amendments should be recommended to the City Commission for proposal to the electorate of Winter Springs; and

WHEREAS, the City Commission desires to provide an open, objective, and deliberative process that will afford the public ample opportunity to participate in the City Charter review process; and

WHEREAS, the City Commission hereby finds that this resolution is in the best interests of the public health, safety, and welfare of the citizens of Winter Springs, Florida.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Winter Springs, Florida as follows:

SECTION I. Establishment Of A Charter Review Committee; Meetings.

(a) The City Commission hereby establishes a temporary ad hoc committee for purposes of conducting a comprehensive review of the City Charter in accordance with the terms and conditions of this Resolution. The committee shall be called the "Winter Springs Ad Hoc Charter Review Committee." (Charter Review Committee). The Charter Review Committee shall consist of no more than eleven (11) members, who shall be registered electors of the City of Winter Springs. The Mayor shall appoint one (1) member at-large, subject to ratification by majority vote of the City Commission. Each City Commissioner shall appoint two (2) members, subject to ratification by majority vote of the City Commission. No alternates shall be appointed. Vacancies shall be filled in the same manner as the original appointment to the extent deemed necessary by the City Commission. Prior to any appointment being considered final, each member of the Charter Review Committee shall be required to complete the standard City Advisory Board and Committee Application. Upon appointment, each member of the Charter Review Committee shall serve at the pleasure of the City Commission until the Charter Review Committee's work has been completed and the City Commission has accepted the Committee's final report. Each member of the Charter Review Committee shall serve without compensation.

(b) Meetings of the Charter Review Committee shall be duly noticed and held public meetings which shall be open to the public and which shall commence no earlier than 5:00 p.m. during the workweek. A portion of each meeting will be reserved for taking public input relevant to issues being considered during the City Charter review process outlined in this Resolution. The agendas, minutes and a record of the proceedings and decisions of the Charter Review Committee shall be kept and filed with the City Clerk in the same manner as those kept and filed for the City Commission.

(c) The first order of business for the Charter Review Committee shall be to elect a chairperson and vice chairperson. The chairperson shall be responsible for running the meetings. In the absence of the chairperson, the vice chairperson shall run the meetings. Roberts Rules

shall serve as guide to running the meetings of the Charter Review Committee to the extent not in conflict with this Resolution. A majority of the total Committee members appointed shall constitute a quorum.

(d) The Charter Review Committee shall act by majority vote. However, the Charter Review Committee may reference and explain in the final report minority opinions/positions which obtained the vote of at least four (4) members of the Committee.

SECTION II. Charter Committee Responsibilities.

(a) The Charter Review Committee shall conduct a comprehensive review of the existing City Charter for the primary purpose of:

(1) The Committee shall evaluate and make a recommendation on whether the provisions of the City Charter are substantially consistent with the Model City Charter, 8th Edition, published by the National Civic League, and if not, whether the City Charter should be amended to be substantially consistent with the Model City Charter, 8th Edition or remain the same.

(2) The Committee shall evaluate and make recommendations on the following City Charter provisions specifically identified by the City Commission:

(i) *Election and Terms*. Section 4.03(a) provides that the terms of the mayor and commissioner shall begin the first Monday after the first day of December of each year an election is held. Particularly, should the time period between the Mayor/Commission election in November and the commencement of the term of office be eliminated or shortened? Further, if the time period is not eliminated, should the City Commission's authority during that time period be restricted or limited in any way?

(ii) *Mayor*. Section 4.05 provides the Mayor have the power to veto ordinances. Should the Mayor also have the power to veto certain or all resolutions adopted by the City Commission?

(iii) *City Manager*. Section 5.03 (8) requires the City Manager to keep the commission fully advised as to the financial condition and future needs of the City. Should this provision be amended to require the City Manager to provide periodic financial reporting to the City Commission (e.g. quarterly)?

(iv) *City Clerk; City Manager; City Attorney (Charter Officers)*. Sections 4.10; 5.01; and 6.02 require a super-majority vote of four (4) out of five (5) members of the City Commission to hire and terminate the City Clerk, City Manager, and City Attorney. Should these sections be amended to require either a simple majority vote of three (3) members of the City Commission to hire and terminate the City Clerk, City Manager, and City Attorney, or alternatively, to require a super-majority vote to hire and a simple majority to terminate?

(v) *Transfer of Budget Appropriations.* Section 7.07(d) provides that the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency. Should this section be amended to require that the City Commission establish guidelines for said transfers?

(3) The Committee shall also be free to propose any amendments to the City Charter that are not addressed in subparagraphs (2) and (3) above.

(b) Upon conclusion of its review of the City Charter, the Charter Review Committee shall prepare and approve a final written report which shall identify all proposed charter amendments (if any) and the reason for said proposals. The final report shall also include a recommendation on each of the City Charter provisions specifically identified by the City Commission in Section II, (2), (i) through (v) of this Resolution. The final report shall be completed no later than **May 30, 2010** unless additional time granted by the City Commission.

(c) The final report of the Charter Review Committee shall be presented to and reviewed by the City Commission at least once at either a regular City Commission meeting or workshop specially called for that purpose. The report shall be nonbinding on the City Commission. If the City Commission determines that any of the proposed amendments in the report should be submitted to the electorate for a vote, the City Commission shall direct the City Attorney to prepare an ordinance for the City Commission's consideration that will call for a referendum to be held regarding the amendment(s) in accordance with law. The referendum will be held at the City's next General Election, which is scheduled for November 2, 2010, or as soon thereafter as possible.

SECTION III. **City Attorney**

The City Attorney is hereby authorized to serve as the project facilitator for the Charter Review Process, and shall be responsible for designing and implementing an orderly presentation and review of the City Charter before the Charter Review Committee in accordance with the requirements of this Resolution. The City Attorney shall also provide legal guidance to the Committee, and assist the Committee with coordinating and facilitating the Committee's meetings and drafting the final report.

SECTION IV. Other Technical Resources.

(a) The City Manager, City Clerk, and Department Heads shall also serve as technical advisers to the Charter Review Committee, and shall assist in drafting the final report.

(b) The City Clerk shall provide administrative assistance to the Charter Review Committee and shall be responsible for noticing meetings, preparing minutes, and archiving all public records.

SECTION V. This Resolution shall take effect immediately upon its final passage and adoption by the City Commission.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a Special Meeting duly assembled on the 25th day of January, 2010.

In witness whereof, I have hereunto set my hand and caused this seal to be affixed.

JOHN F. BUSH, Mayor

ATTEST:

ANDREA LORENZO-LUACES, City Clerk

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

ANTHONY A. GARGANESE, City Attorney

REGULAR AGENDA ITEM 503

CITY COMMISSION AGENDA | FEBRUARY 9, 2026 REGULAR MEETING

TITLE

Matters Related to Boards and Committees

SUMMARY

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

CURRENT VACANCIES:

Board of Trustees - Terms for three (3) members expired January 1, 2026

- Seat One: Term Expires January 1, 2030 (open to the full Commission)*
- Seat Two: Term Expires January 1, 2028 (open to the full Commission)*
- Seat Five: Term Expires January 1, 2030 (open to the full Commission)*

Code Enforcement Board

- Seat Three: Term Expires July 31, 2027 (open to the full Commission)*

Veteran and Veteran Families Advisory Committee

- Seat Three: Term Expires February 1, 2029

*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."

Additional applications were also received for the Volunteer City Chaplain position. The City Commission can choose to appoint additional chaplains for 2026 at their discretion.

FUNDING SOURCE

RECOMMENDATION

REGULAR AGENDA ITEM 504

CITY COMMISSION AGENDA | FEBRUARY 9, 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