St. Cloud City Council Regular Meeting
Thursday, June 11, 2026
City Hall - Council Chambers
1300 9th Street
6:30 PM
Agenda

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker shall be allotted 3 minutes to address the Council, unless such time is extended by the Mayor or by questions from Council. Groups shall designate a spokesperson to avoid repetition of comments. Every effort will be made to avoid interrupting speakers. Thank you for participating in your City Government.

I. Call to Order

II. Invocation

III. Pledge of Allegiance

IV. Roll Call

- Mayor Chris Robertson
- Deputy Mayor Ken Gilbert
- Council Member Jennifer A. Paul
- Council Member Kolby Urban
- Council Member Shawn Fletcher

V. Agenda Update

To include continued or add-on items, corrections, and/or deletions of existing items as submitted by the City Manager.

VI. Presentations

- Presentation of Employee of the Month for the Month of June to Keith A. Sabisch

VII. Consent Agenda

The next portion of tonight's meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

1. Resolution No. 2026-029R, a resolution of the City Council of the City of St. Cloud, Florida, approving the first amendment to the Roan Bridge Tri-Party Agreement with Osceola County and Roan Bridge Properties, LLC. for the design, permitting, and construction of the framework streets and off-site improvements, and right-of-way dedication on Fertic Road, Orange Avenue, and Old Hickory Tree Road, and the redesign of Old Hickory Tree Road; providing for mobility fee credits and

authorizing the Mayor to execute the agreement; and providing an effective date.
COST: The City agrees to provide up to $16,454,258.82 in mobility fee credits for the framework roadway improvements on Orange Avenue and Fertic Road, right-of-way dedication of Orange Avenue, Fertic Road, and Old Hickory Tree Road, and signalization on Nolte Road intersections on Orange Avenue and Old Hickory Tree Road.
This item is to authorize the Mayor to execute a Tri-Party Agreement between Osceola County, Roan Bridge Properties, LLC, and the City of St. Cloud. These properties are currently inside City limits.
If approved by City Council, the agreement will be sent to Osceola County BCC for their approval.

2. Resolution No. 2026-059R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the utilization of the Sourcewell Contract No. 120324, which is reasonable and otherwise in the best interest of the City of St. Cloud, whose subject matter is Plastic Refuse and Recycling Containers with Related Technology Solutions, providing for the award thereof to Rehrig Pacific Company and providing an effective date.
COST: Undetermined at this time as services are provided on an "as-needed" basis. The contract will be utilized by the Public Works Department for the purchase of plastic refuse and recycling containers with related technology solutions on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
This item is to approve the purchase of plastic refuse and recycling containers from Rehrig Pacific Company.

3. Resolution No. 2026-048R, a resolution of the City Council of the City of St. Cloud, Florida, amending the schedule of fees and charges pursuant to part II City Code, Chapter 10 - Buildings and Building Regulations, Section 10-3 - Permit and Permit Fee required and amending part III of the Land Development Code, Chapter 1 - General Provision, Administration, and Boards and Commissions, 1.2.8 - Fees and Charges; repealing all resolutions in conflict and providing and effective date.
COST: No cost associated with this item.
This item is to amend the schedule of fees in accordance with House Bill 803, the Building Department will eliminate valuation-based permit fees and instead assess fees using either a flat rate or a square footage methodology. Permit fees for Commercial New Construction, Commercial Additions, and Multi-Family will be calculated using a newly established commercial square footage fee table. A dedicated square footage-based fee table has been developed for applicable commercial permit types. Private provider discounts will be revised to provide a 25% discount for a single service and a 50% discount when both services are utilized. All changes will take effect on July 1, 2026.

4. Resolution No. 2026-070R, a resolution of the City Council of the City of St. Cloud, Florida, approving two Perpetual Maintenance Agreements for cemetery plots located at Mount Peace Cemetery; authorizing the City Manager to execute the

agreements; and providing for an effective date.
COST: No cost associated with this item.
This item is to approve two Perpetual Maintenance agreements between the City of St. Cloud and Augusta Odom for cemetery plots located within Mount Peace Cemetery. The two agreements provide limited policy exceptions for the Odom family for Lots 55 and 56 of section L, only.

5. Resolution No. 2026-073R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the agreement for Project Management Services with Skanska SIS Group dba Skanska USA Building, Inc. for Hopkins Park Community Center-Construction, and providing an effective date.
COST: up to $247,525.00
This item is to approve a task authorization with Skanska SIS Group dba Skanska USA Building, Inc. for project management services for the construction of the Hopkins Park Community Center.

6. Resolution No. 2026-074R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing participation in the Osceola County HOME Investment Partnership Program consortium for federal fiscal years 2027–2029; authorizing the execution of a consortium agreement with Osceola County; authorizing the Mayor to execute all necessary documents; and providing an effective date.
COST: No cost associated with this item.
This item is to approve the execution of a HOME Investment Partnership Program consortium agreement with Osceola County for federal fiscal years 2027-2029.

7. Resolution No. 2026-076R, a resolution of the City Council of the City of St. Cloud, Florida, approving the execution and delivery of a quit claim deed for certain real property from the City of St. Cloud to Progress Development Holding, LLC and authorizing the Mayor to execute the quit claim deed and providing and effective date.
COST: no cost associated with this item.
This item is to approve a quit claim deed for Tracts 6 & 8A in the Stevens Plantation DSD.

8. Resolution No. 2026-080R, a resolution of the City Council of the City of St.Cloud, Florida, authorizing the City Manager to enter into a Cooperative Endeavor Agreement on behalf of the City of St. Cloud, Florida, with the Building Empowerment Chamber of Commerce, for the purposes of providing economic & business development.
COST: The City agrees to pay BECC $10,000.00 from the general fund.
This item is to authorize the City Manager to execute a Cooperative Endeavor Agreement between the Building Empowerment Chamber of Commerce and the City of St. Cloud.

9. Resolution No. 2026-082R, a resolution of the City Council of the City of St. Cloud,

Florida, authorizing the Mayor to accept an exclusive sign construction and maintenance easement from CVL, LLC to have and to hold for all uses traditionally made of an exclusive sign construction and maintenance easement.
COST: The City agrees to provide $10.00 for the rights to the easement.
This item is to authorize the Mayor to accept a exclusive construction and maintenance easement between CVL, LLC, and the City of St. Cloud. This easement is currently inside city limits.

10. Resolution No. 2026-083R, a resolution of the City Council of the City of St. Cloud, Florida, approving a loan, known as (the "Local Government Area of Opportunity Loan"), for Madison Grove II, LLC, in the amount of $460,000 to fund the development of an affordable elderly apartment project in the City of St. Cloud; repealing and replacing Resolution 2025-059R and providing an effective date.
COST: The City agrees to provide a loan amount of $460,000.00 towards the Madison Grove II project to support its application for low-income housing tax credits from FHFC; in the event it is selected to move forward during the current year's selection process.
This item is to approve the Mayor and/or City Manager to complete all acts necessary and appropriate to complete the loan transaction between Madison Grove II, LLC, and the City of St. Cloud. This property is currently inside the City limits.

11. Resolution No. 2026-084R, a resolution of the City Council of the City of St. Cloud, Florida, approving an Amendment to the Agreement dated March 16, 2026, between the City of St. Cloud and In Depth, Inc. for Construction and Skilled Trade Services – Marine Dock Repair, and providing an effective date.
COST: Undetermined at this time as services are provided on an "as-needed" basis. This contract will be utilized by various departments on an as-needed basis from approved and budgeted expenditure accounts.
This item is to approve an amendment to the agreement with In Depth, Inc. for Construction and Skilled Trade Services – Marine Dock Repair.

12. Resolution No. 2026-075R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Construction and Skilled Trade Services – Marine Dock Repair with In Depth, Inc. dated March 16, 2026 for Lakefront Park Marina Floating Dock Replacement, and any amendments thereto, and providing an effective date.
COST: up to $281,207.65
This item is to approve a task authorization with In Depth, Inc. for Lakefront Park Marina Floating Dock Replacement.

13. Request City Council's approval of a Preliminary Subdivision Plan for 16 Nolte Lot 5, Project #PSP25-00011.
COST: No cost associated with this item.
This item is to approve the Preliminary Subdivision Plan for 16 Nolte Lot 5, which established three commercial development tracks on approximately +/-

2.34 acres of land, generally located north of Nolte Road, east of Kyrst Run, south of Harpdyn Lane, and west of Wyxon Way.

14. Request City Council's approval of a Preliminary Subdivision Plan for BSRO St. Cloud, PROJECT # PSP25-00007.
    COST: No cost associated with this item.
    This item is to approve the Preliminary Subdivision Plan for BSRO St. Cloud, which establishes three commercial development tracks and a stormwater pond track on approximately +/- 3.24 acres of land, generally located north of East 17th Street, east of Orange Avenue, south of East 13th Street, and west of River Road.

15. Request Council's approval of the ratification of the appointment to Seat # 5, on the Fire and Police Pension Board.
    COST: No cost associated with this item.
    This item is for the ratification of Seat # 5 on the Fire and Police Pension Board.

16. Request Council's approval of a Proclamation in recognition of National Parks and Recreation Month.

17. Request Council's approval of the minutes from March 3, 2026 / Workshop and April 9, 2026 / Regular Meeting

VIII. Citizens Forum

Any person who desires to comment on any item not on this agenda is provided this opportunity to address the City Council. Each person is requested to complete a sign-in form to be provided to the presiding officer prior to, or as soon as is practical thereafter, the person addresses the Council.

IX. Public Hearings

1. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-26**, an ordinance of the City Council of the City of St. Cloud, amending Chapter 38 "Streets, Sidewalks and Other Public Places" to create new section 38-6 "Permit Required for Using Public Property for Compensation or Consideration"; providing for conflict, severability, administrative correction, codification, publication and effective date.
   ACTION ON ORDINANCE NO.2026-26

X. Council Action

1. Discussion and possible action regarding an appointment to the vacancy for the Fire and Police Pension Board.

XI. First Readings and Introduction

The next items on the agenda are Ordinances before the Council for First Reading and Introduction for the sole purpose of the Council to authorize the publication of the ordinance for a final hearing. The Council will not take final action on the item tonight.

Full presentations and public input on the ordinances will occur at the Final Hearing at which the Council will consider final action.

1. First Reading and Introduction for Ordinance No. 2026-24, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 7.17 acres identified as Nova Road Outparcels, Project #ZMA25-00022, from “CCC” Community Center Core (County) to “CCC” Community Center Core (City), generally located north of East Irlo Bronson Memorial Highway, east of Nova Road, south of Wondrous Place, and west of Bradley Drive, providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on July 16, 2026) Action on Ordinance No. 2026-24 (This is a Quasi-Judicial proceeding)

2. First Reading and Introduction for Ordinance No. 2026-25, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 27.26 acres identified as Stephanie Leigh Rothstein Memorial Park Additional Parcels, Project #ZMA25-00023, from "A" Agriculture to "OR" Open Space/Recreational, generally located north of Barina Street, east of Missouri Avenue, south of Sky Lakes Drive, and west of South Indiana Avenue providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on July 16, 2026) Action on Ordinance No. 2026-25 (This is a Quasi-Judicial proceeding)

3. First Reading and Introduction of Ordinance No. 2026-28, an ordinance of the City Council of the City of St. Cloud amending Chapter 30 "Parks and Recreation" Article I "In General" Section 30-9 "Smoking Prohibited" to further define smoking and add the Lake Front as an area where smoking as defined is prohibited providing for conflict, severability, administrative correction, codification, publication, and effective date. (Above is full title) (Final Public Hearing will be heard on July 16, 2026) Action on Ordinance No. 2026-28

4. First Reading and Introduction for Ordinance No. 2026-29, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use designation to approximately +/- 46.11 acres identified as Public Safety Complex, Project #CPA26-00007, generally located north of Nolte Road, east of Budinger Avenue, south of Julianna Court, and west of Canoe Creek Road; from Mixed Use to institutional providing for amending the Official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on July 16, 2026) Action on

Ordinance No. 2026-29

5. First Reading and Introduction for Ordinance No. 2026-30, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 46.11 acres identified as Public Safety Complex, Project #ZMA26-00006, from "MIX" Mixed-Use to "P" Professional, generally located north of Nolte Road, east of Budinger Avenue, south of Julianna Court, and west of Canoe Creek Road, providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on July 16, 2026) Action on Ordinance No. 2026-30 (This is a Quasi-Judicial proceeding)

6. First Reading and Introduction for Ordinance No. 2026-32, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use designation to approximately +/- 27.26 acres identified as Stephanie Leigh Rothstein Memorial Park, Project #CPA26-00005, generally located north of Barina Street, east of Missouri Avenue, south of Sky Lakes Drive, and west of South Indiana Avenue, from Employment and Institutional to Park/Open Space providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on July 16, 2026) Action on Ordinance No. 2026-32

XII. City Attorney

XIII. City Manager

XIV. Mayor and Council Members

XV. Information Section and Report Section

- Friday, June 12, 2026 – Veteran’s Council Meeting – 1:00 p.m., City Hall

  Monday, June 15, 2026 – Special City Council Meeting – 2:30 p.m., City Hall, Council Chambers

  Monday, June 15, 2026 – City Council Workshop – immediately following the Special Council Meeting, City Hall, Council Chambers

  Friday, June 19, 2026 – City Offices closed in observance of Juneteenth

  Friday, July 3, 2026 – City Offices closed in observance of 4th of July

  Friday, July 10, 2026 – Veteran’s Council Meeting – 1:00 p.m., City Hall

Thursday, July 16, 2026 – City Council Meeting – 6:30 p.m., City Hall, Council Chambers

- Community Redevelopment Agency Minutes February 5, 2026
- Community Redevelopment Agency Minutes April 2, 2026
- Economic Development Advisory Committee Minutes April 7, 2026

Reports:
Warrant List # 8 FY26

XVI. Adjournment

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, such person will need a record of the proceedings and that, for such purpose, such person 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, and which record is not provided by the City of St. Cloud. (FS 286.0105) In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Secretary/Clerk of the Committee/Board (listed below), with a written request at least 48 hours prior to the meeting. (FS 286.26) City Clerk Ivy Llauro, 1300 9th Street, St. Cloud, FL. Phone 407-957-7300

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-029R Roan Bridge Tri-Party Agreement with Osceola County and Roan Bridge Properties, LLC

Community Development Agenda Item:
Resolution No. 2026-029R, a resolution of the City Council of the City of St. Cloud, Florida, approving the first amendment to the Roan Bridge Tri-Party Agreement with Osceola County and Roan Bridge Properties, LLC. for the design, permitting, and construction of the framework streets and off-site improvements, and right-of-way dedication on Fertic Road, Orange Avenue, and Old Hickory Tree Road, and the redesign of Old Hickory Tree Road; providing for mobility fee credits and authorizing the Mayor to execute the agreement; and providing an effective date.
COST: The City agrees to provide up to $16,454,258.82 in mobility fee credits for the framework roadway improvements on Orange Avenue and Fertic Road, right-of-way dedication of Orange Avenue, Fertic Road, and Old Hickory Tree Road, and signalization on Nolte Road intersections on Orange Avenue and Old Hickory Tree Road.
This item is to authorize the Mayor to execute a Tri-Party Agreement between Osceola County, Roan Bridge Properties, LLC, and the City of St. Cloud. These properties are currently inside City limits.
If approved by City Council, the agreement will be sent to Osceola County BCC for their approval.

Strategic Key Focus Areas:
Reliable Transportation Network

Background Information:
The applicant is developing a property located west of Old Hickory Tree Road, south of 19th Street, north of Nolte Road, and east of Orange Avenue known as Roan Bridge. The development comprises 1,207 residential units and 100 ksf commercial, constructed in three phases.

In 2024, the City requested that the Developer construct Orange Avenue beyond the project frontage and extend it to Nolte Road, creating an alternative north–south connector that will ultimately link Mildred Bass Road to US 192. On October 14, 2024, the City Council approved Resolution No. 2024-173R, providing $13,658,939.00 in mobility fee credits for the design, permitting, and construction of framework streets and off-site improvements along Fertic Road, Orange Avenue, and Old Hickory Tree Road. The City's adopted 2045 Framework Street Map identifies Orange Avenue, Fertic Road, and Old Hickory Tree Road as framework streets that are essential to improving the area's transportation network.

An application to amend the Tri-Party Agreement was formally submitted in January 2026. The proposed amendment includes updated construction costs for the improvements on Fertic Road and Orange Avenue, breakdown of right-of-way costs for Fertic Road, Orange Avenue and Old Hickory Tree Road, redesign of Old Hickory Tree Road, and signalization costs on Nolte Road

intersections on Orange Avenue and Old Hickory Tree Road.

The estimated construction costs for the project that exceed the developer's required obligations total $16,908,498.53. The developer has agreed to cap its mobility fee credits at the estimated amount of mobility fee credits expected to be generated by the development ($16,454,258.82). The mobility fee credits ultimately provided will be based on the actual right-of-way acquisition and construction costs documented and submitted to the City after the improvements have been completed.

Legal Authority:
City of St. Cloud Code of Ordinances, Part I - Charter and Related Laws, Subpart A - Charter, Article II, Powers of City, specifically Section 2.04, General Powers.

Budget and Recommendation:
COST: The City agrees to provide up to $16,454,258.82 in mobility fee credits for the framework roadway improvements on Orange Avenue and Fertic Road, right-of-way dedication of Orange Avenue, Fertic Road, and Old Hickory Tree Road, and signalization on Nolte Road intersections on Orange Avenue and Old Hickory Tree Road.

- Mobility Fees Generated: $16,454,258.82
- Mobility Fee Credits Provided: $16,454,258.82 (100%)
- Mobility Fees Remaining to Jurisdictions: $0

Staff recommends **APPROVAL** for the City to enter a Tri-Party Agreement between Roan Bridge, LLC and Osceola County. The construction of these roads serves a public benefit, supporting regional infrastructure goals that align with the City's Transportation & Mobility Master Plan, provides a direct connection to Nolte Road for a future Fire Station, and benefits the City of St. Cloud residents.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
6/11/26 - Final Action

Attachments:
1. 1. TPA25-00008 Roan Bridge First Amendment - Resolution 2026-029R
2. 2. TPA25-00008 Roan Bridge First Amendment - Staff Memo CC 061126
3. 3. TPA25-00008 Roan Bridge First Amendment - Exhibit A CC 061126

RESOLUTION NUMBER 2026-029R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE ROAN BRIDGE TRI-PARTY AGREEMENT WITH OSCEOLA COUNTY AND ROAN BRIDGE PROPERTIES, LLC. FOR THE DESIGN, PERMITTING, AND CONSTRUCTION OF THE FRAMEWORK STREETS AND OFF-SITE IMPROVEMENTS, AND RIGHT-OF-WAY DEDICATION ON FERTIC ROAD, ORANGE AVENUE, AND OLD HICKORY TREE ROAD, AND THE REDESIGN OF OLD HICKORY TREE ROAD; PROVIDING FOR MOBILITY FEE CREDITS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

WHEREAS, the property subject to this Agreement is currently located inside the City limits and it lies within the Joint Planning Area (JPA) with Osceola County; and

WHEREAS, the Developer agrees to make on-site and off-site roadway improvements to support the overall transportation network; and

WHEREAS, the Project approval conditions require Fertic Road and Orange Avenue to be built to framework street standards, and signalization installed on the intersections of Nolte Road on Orange Avenue and Old Hickory Tree Road.

SECTION I. The City Council of the City of St. Cloud hereby approves an agreement with Osceola County and Roan Bridge Properties, LLC for mobility fee credits.

SECTION II. The City Council of the City of St. Cloud, hereby approves and authorizes the Mayor to execute the agreement set forth in Exhibit “A” hereto.

SECTION III. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, on the 11th day of June 2026.

CITY OF ST. CLOUD

ATTEST:

_____

Christian B. Robertson, Mayor

_____

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____

Daniel F. Mantzaris, City Attorney

MEMORANDUM REPORT
FOR CITY MANAGER - ON JUNE 11, 2026

To: Mayor Robertson and City Council Members

From: Tammy Reque, AICP, Mobility & Special Projects Manager

Thru: Jeffrey Ball, AICP, Community Development Director

Subject: TPA25-00008 Roan Bridge First Amendment to the Tri-Party Agreement

Date: June 11, 2026

REQUEST:
Approval of an amendment to the agreement between Roan Bridge, LLC (Applicant), Osceola County and the City of St. Cloud providing for mobility fee credits for the design, permitting, and construction of the framework streets and off-site improvements, and right-of-way dedication on Fertic Road, Orange Avenue, and Old Hickory Tree Road, and the redesign of Old Hickory Tree Road from a 93 ft. 2-lane divided collector road with bike lane, sidewalks, and on-street parking on both sides to a 50 ft. urban standard local road 2-lane undivided with sidewalks on both sides.

BACKGROUND:
The applicant is developing a property located west of Old Hickory Tree Road, south of 19th Street, north of Nolte Road, and east of Orange Avenue known as Roan Bridge. The development comprises 1,207 residential units and 100 ksf commercial constructed in three phases.

In 2024, the City requested that the Developer construct Orange Avenue beyond the project frontage and extend it to Nolte Road, creating an alternative north–south connector that will ultimately link Mildred Bass Road to US 192. On October 14, 2024, the City Council approved Resolution No. 2024-173R, providing $13,658,939.00 in mobility fee credits for the design, permitting, and construction of framework streets and off-site improvements along Fertic Road, Orange Avenue, and Old Hickory Tree Road. The City's adopted 2045 Framework Street Map identifies Orange Avenue, Fertic Road, and Old Hickory Tree Road as framework streets that are essential to improving the area's transportation network.

An application to amend the Tri-Party Agreement was formally submitted in January 2026. The proposed amendment includes updated construction costs for the improvements on Fertic Road and Orange Avenue, breakdown of right-of-way costs for Fertic Road, Orange Avenue and Old Hickory Tree Road, redesign of Old Hickory Tree Road, and signalization costs on Nolte Road intersections on Orange Avenue and Old Hickory Tree Road.

The estimated construction costs for the project that exceed the developer's required obligations total $16,908,498.53. The developer has agreed to cap its mobility fee credits at the estimated amount of mobility fee credits expected to be generated by the development ($16,454,258.82). The mobility fee credits ultimately provided will be based on the actual right-of-way acquisition and construction costs documented and submitted to the City after the improvements have been completed.

COST:

- The City agrees to provide up to **$ 16,454,258.82** in mobility fee credits for the framework roadway improvements on Orange Avenue and Fertic Road, right-of-way dedication of Orange Avenue, Fertic Road, and Old Hickory Tree Road, and signalization on Nolte Road intersections on Orange Avenue and Old Hickory Tree Road.

Estimated Mobility Fees Generated[1]				
Category	**Development Program**	**Mobility Fee Unit**	**Mobility Fee (unit rate)**	**Total**
Single Family (Detached)	619 units	619	$ 14,501.18	$ 8,976,230.42
Single Family (Attached)	280 units	280	$ 11,563.54	$ 3,237,791.20
Multi-Family	308 units	308	$ 9,377.85	$ 2,888,377.80
Commercial[2]	70,000 sqft	70	$ 16,433.64	$ 1,150,354.80
Office	30,000 sqft	30	$ 6,716.82	$ 201,504.60
			Total	**$ 16,454,258.82**

[1] Mobility fee charged at building permit issuance, fee subject to change based on current rate at the time of the permit issuance. This is the *minimum* Mobility Fees expected to be generated. Mobility fees may increase based on proposed commercial development.

[2] Estimate based on Shopping Center rate (ITE 820).

Mobility Fee Estimate	**Dollar Amount**	**% of Total Mobility Fees Generated**
Estimated Mobility Fees Generated by Roan Bridge	**$ 16,454,258.82**	
Mobility Fee Credits Requested for Framework Road Construction and ROW dedication	$ 16,454,258.82	100%
Remaining Fees to Jurisdiction	$ -	
Additional Associated Costs to the City	**Dollar Amount**	**Comments**
Orange Avenue ROW (Already purchased)	$ 959,865.00	Approved on 1/9/25 By City Council
Additional Orange Ave ROW	*TBD*	
Old Hickory Tree Road ROW	*TBD*	

STRATEGIC PLAN:

The proposed amendment to the Comprehensive Plan meets the intent of the following City of St. Cloud Strategic Goals:

Reliable Transportation Network: *Ease traffic congestion, reduce commute times, and improve safety.*

STAFF RECOMMENDATION:
Staff recommends **APPROVAL** for the City to enter a Tri-Party Agreement between Roan Bridge, LLC and Osceola County. The construction of these roads serves a public benefit, supporting regional infrastructure goals that align with the City's Transportation & Mobility Master Plan, provides a direct connection to Nolte Road for a future Fire Station, and benefits the City of St. Cloud residents.

Attachments:

- Resolution 2026-029R
- Exhibit A: First Amendment to Roan Bridge Tri-Party Agreement

Return To:

Nelson Mullins Riley & Scarborough LLP
Attn: Jo O. Thacker, Esquire
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

FIRST AMENDMENT TO

TRI-PARTY ROADWAY IMPROVEMENTS AGREEMENT

THIS FIRST AMENDMENT (this "**Amendment"**) is made and entered into as of the Effective Date (defined below) by and among the **CITY OF ST. CLOUD, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 1300 9th Street, St. Cloud, FL 34769 (the "**City**"), **OSCEOLA COUNTY**, a political subdivision of the State of Florida, whose address is 1 Courthouse Square, Suite 1100, Kissimmee, Florida 34744 (the "**County**", and the City are sometimes hereinafter collectively the "**Jurisdictions**"), and **ROAN BRIDGE PROPERTIES, LLC**, a Florida limited liability company, whose address is 103 Commerce Street, Suite 140, Lake Mary, Florida 32746 (or any subsequent successors or assigns, including successors-in-title, either individually or collectively, which may include a community development district or districts for portions of the Property as described herein, as the context requires or permits, the "**Developer**") (collectively the "Parties").

RECITALS:

A. The Parties entered into that certain Tri-Party Roadway Improvements Agreement (DVA24-00006 and DA24-00005) with an effective date of November 18, 2024 (the "Agreement").

B. The City acquired the Fertic property for the Orange Avenue right of way south of the Project as contemplated under Section 3 of the Agreement.

C. A new Preliminary Subdivision Plan (PSP25-00005) (the "PSP") was approved by the City on October 9, 2025.

D. Pursuant to a condition of approval of the PSP it is necessary to amend the Agreement upon such terms as more specifically provided herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. **Recitals Capitalized Terms.** All of the recitals contained herein are true and correct and are incorporated herein and made a part hereof by this reference. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it under the Agreement.

2. **Effective Date.** This Amendment shall become effective upon the execution of this Amendment by the Parties, using the last date of execution as the effective date (the "**Effective Date**").

3. **Recital D/Roadway Improvements.** Roadway Improvements as defined in Recital D of the Agreement shall mean Fertic Road, Orange Avenue, Old Hickory Tree Road, and 19th Street, and related improvements.

4. **Sections 3 Roadway Improvements**: Section 3 of the Agreement is hereby amended and restated in its entirety as follows:

The Parties agree that identified framework roads are critical for the successful development of the Property and the overall County and City transportation network beyond the Project. Developer shall be responsible to construct these identified onsite framework roads and off-site framework roads and improvements as set forth in **Exhibit "C"**, subject to other terms of this Agreement. The following terms shall apply to the referenced road segment:

a) Orange Ave. Orange Avenue shall be constructed in phases as set forth in **Exhibit "C** attached hereto and incorporated herein by this reference. Orange Avenue between Nolte Road and Fertic Road shall be constructed as part of Phase I of the Project. If and when warrants are met, a traffic signal at Nolte Road and Orange Avenue shall be constructed by Developer. The City agrees to provide mobility fee credits to the Developer for 56.6 percent of the cost of the traffic signal paid by Developer, which will represent such costs attributable to traffic not related to the Project, and shall be provided within thirty (30) days of payment by the Developer of any invoice. If mobility fee credits are provided, such credits shall be deposited into Developer's Mobility Fee Account. In the event mobility fee credits are exhausted before the traffic signal is constructed, the appropriate Jurisdiction shall be responsible for constructing the traffic signal and the Developer will pay that Jurisdiction its proportionate share. The City agrees to be responsible for obtaining that portion of Orange Avenue required for the widening of Orange Avenue between Fertic Road and 19th Street located outside of the Project (the "**Orange Avenue Required Property**") as set forth in **Exhibit "E"**. Within one hundred and eighty (180) days from and after the Effective Date of this Amendment, Developer shall provide the City with the legal description of each parcel comprising the Orange Avenue Required Property. In the event the City has not obtained the Orange Avenue Required Property within twenty-four (24) months from the receipt of the legal descriptions, the City agrees to institute eminent domain proceedings and obtain a quick take of the Orange Avenue Required Property. The area of the Orange Avenue corridor between Fertic Road and 19th Street will be constructed by the Developer in Phase II of the Project provided the necessary right of way for the Orange Avenue Required Property has been acquired by the City prior to the start of construction of Phase II. In the event the City has not obtained the Orange Avenue Required Property prior to the start of construction of Phase II of the Project, Developer shall only be responsible for constructing the transitional two-lane road connecting to 19th Street as illustrated in **Exhibit "E"**.

Mobility fee credits shall be due to Developer for the four lane sections completed for Orange Avenue as set forth in **Exhibit "D".**

b) Old Hickory Tree Road. Old Hickory Tree Road between Nolte Road and 19th Street transitioning at the CEMEX plant entrance shall be constructed as part of Phase II of the Project, provided the necessary right of way is obtained prior to the start of Phase II. If and when warrants are met, a traffic signal at Nolte Road and Old Hickory Tree Road shall be constructed by Developer but no sooner than Phase II and such obligation shall be subject to the City having acquired the Old Hickory Tree Road Required Property (as defined below). The City agrees to provide mobility fee credits to the Developer for 82 percent of the cost of the traffic signal paid by Developer, which will represent such costs attributable to traffic not related to the Project, and shall be provided within thirty (30) days of payment by the Developer of any invoice. If mobility fee credits are provided, such credits shall be deposited into Developer's Mobility Fee Account. In the event Old Hickory Tree Road Required Property is not obtained, Developer agrees to pay the County or City as instructed 82 percent of the costs of the proposed traffic signal at Old Hickory Tree Road. This shall be payable at the time construction of Phase III begins.

Developer shall be responsible for constructing the ponds located within the Project north and south of Fertic Road that are designated for the Old Hickory Tree Road improvements in connection with the construction of Old Hickory Tree Road. Utility improvements will be constructed by Developer in Phase I within the existing right of way for Old Hickory Tree Road for the benefit of the Project.

The Parties agree to work together to address the geometric conditions on Fertic Road and the existing drive-way cut to Hickory Tree Elementary School with the School District of Osceola County in connection with the construction of Old Hickory Tree Road.

The City agrees to be responsible for obtaining that portion of Old Hickory Tree Road required for the widening of Old Hickory Tree Road between Nolte Road and 19th Street located outside of the Project (the "**Old Hickory Tree Road Required Property**"). Within ninety (90) from and after the Effective Date of this Amendment, Developer shall provide the City with the legal description of each parcel comprising the Old Hickory Tree Road Required Property. In the event the City has not obtained the Old Hickory Tree Road Required Property within twenty-four (24) months from the receipt of the legal descriptions, the City agrees to institute eminent domain proceedings and obtain a quick take of the Old Hickory Tree Road Required Property. In the event the City has not obtained the Old Hickory Tree Road Required Property prior to the start of construction of Phase II of the Project, Developer shall not be required to construct Old Hickory Tree Road until nine (9) months after the City has obtained the Old Hickory Tree Road Required Property, provided that construction of Phase IV has not commenced. In the event the Old Hickory Tree Road Required Property is not obtained by the time construction of Phase IV of the Project has commenced, Developer shall have no responsibility to construct or pay for any improvements to Old Hickory Tree Road.

The Jurisdictions agree that no turn lanes are required on Old Hickory Tree Road for the Phase 1 development. Any turn lanes required will be included in the Old Hickory Tree Road improvements upon the City obtaining Old Hickory Tree Road Required Property. No mobility fee credits shall be due for Old Hickory Tree Road.

Notwithstanding anything contained herein to the contrary, the Jurisdictions agree that until such time as Old Hickory Tree Road is improved and constructed as set forth in **Exhibit "E" and Exhibit "E-1"** attached hereto and incorporated herein by this reference, the Project shall have the right to access the existing right of way of Old Hickory Tree Road for purposes of providing (i) a right out turn only movement from Fertic Road and Breton Road unto Old Hickory Tree Road and (ii) a right turn only movement from Old Hickory Tree Road unto Fertic Road and Breton Road.

The parties agree that the Jurisdictions may decide on a smaller typical section for Old Hickory Tree Road than that designated as the Ultimate Typical Section of Old Hickory Tree Road but it will not be greater than depicted in **Exhibit "C**".

a) **19th Street**. 19th Street shall be improved between Orange Avenue and Old Hickory Tree Road on the south side of the road only as set forth in **Exhibit "B"** as part of Phase II.

b) Utilities will be coordinated with the construction of the Roadway Improvements.

c) No building permits or certificates of occupancy shall be withheld for any units or any other proposed improvements within the Project due to the delay of obtaining any necessary right of way for the Orange Avenue Required Property and the Old Hickory Required Property. In addition, the City and County agree that the Developer shall not be required for any other off-site improvements, including without limitation, intersection improvements, traffic signals or turn lanes except as included in the Agreement, as amended by this Amendment, so long as there are no changes to the traffic impacts from the development program as set forth in the approved PSP.

d) Subject to the terms set forth herein and the City's acquisition of the Orange Avenue Required Property and/or the Old Hickory Required Property, as applicable, Developer shall be responsible for the design, permitting, mitigation, and construction of the Roadway Improvements, including, but not limited to, all associated stormwater management areas, sidewalks, lighting, landscaping, inspections and certification costs, as more particularly shown on **Exhibit "D"** attached hereto and incorporated herein by this reference (the "**Construction Costs**"), as public facilities, recognizing that such stormwater management areas may be joint use areas as reasonably determined by the Developer, subject to applicable Jurisdiction's review process. The Developer shall obtain all necessary regulatory approvals and permits required for the Roadway Improvements and shall comply with all applicable local, state and federal regulations and requirements, which may include the Osceola County Land Development Code, the City of St. Cloud Land Development code and the Approvals (the "**Applicable Laws**"). The appropriate Jurisdiction agrees to cooperate with and timely provide any agent authorization or other permitting forms which may be applicable. In the event the approved development program increases or decreases via a major Approval amendment, approved by either Jurisdiction, the necessary Roadway Improvements may be adjusted, if applicable, by amendment to this Agreement, as amended.

5. **Section 5 C**: Section 5 C. of the Agreement is hereby amended and restated in its entirety as follows:

C. Construction Costs. The Developer shall receive mobility fee credits from the appropriate Jurisdiction by delivering to that Jurisdiction a certification of the actual Construction Costs prepared by the Developer's engineer indicating the percentage of work completed through the date of certification. The certification shall be accompanied by invoices for the actual expenditures and any other documentation substantiating the actual expenditures that the Jurisdiction may reasonably require. Reimbursement for the Developer's actual expenditures for the Construction Costs shall be provided for by the Jurisdiction by crediting the Mobility Fee Account established pursuant to subpart B above. The mobility fee credits shall be available to the Developer upon inspection, approval and acceptance of the roadway by the Jurisdiction, which shall not be unreasonably withheld, conditioned or delayed. The amount of the reimbursement shall be the delta percent difference between the local road requirements as set forth in **Exhibit "D"** and the framework road requirements as set forth in **Exhibit "D"**. At this time, the estimated amount for mobility fee credits to be provided is Sixteen Million Four Hundred Fifty-Four Thousand Two Hundred Fifty-Eight and 82/100 U.S. Dollars ($16,454,258.82)based on the estimated amount of mobility fees to be generated .is This amount will change based on the right of way actually dedicated and actual construction costs which are estimated at Sixteen Million Nine Hundred Eight Thousand Four Hundred Ninety-Eight and 53/100 U.S. Dollars ($16,908,498.53), but shall not exceed the mobility fee amount generated by the development which shall include the multi-family and commercial development. The Developer shall use the Reimbursement form as set forth in **Exhibit "F"** attached hereto and incorporated herein. The Developer may file the Reimbursement form, together with highlighted plan set sheets showing the areas completed and the corresponding actual invoices, every sixty (60) days. The Jurisdictions agree to review completed reimbursement requests within thirty (30) days. Credits shall be made within ten (10) days of the approval of the reimbursement request.

6. **Exhibits.** All Exhibits have been attached to this Amendment and replace those that were part of the original Agreement.

7. Effect on Agreement. Except as modified herein, the Agreement remains in full force and effect. In the event of any conflict or ambiguity between the Agreement and this Amendment, this Amendment shall control.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.
DATED this _____ day of _____ 2026.

"CITY"

ATTEST:

CITY OF ST. CLOUD, FLORIDA

_____

Ivy Llauro, City Clerk

_____

_____, City Mayor

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.
DATED this _____ day of _____ 2026.

"COUNTY":

ATTEST:
OSCEOLA COUNTY CLERK
OF THE BOARD

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

By:_____

By:_____
Chair/Vice Chair

As authorized for execution at the Board of County Commissioners meeting of:

_____

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.
DATED this _____ day of _____ 2026.

"**DEVELOPER**"

Signed, sealed and delivered
In the presence of:

ROAN BRIDGE PROPERTIES, LLC,
a Florida limited liability company

_____
Witness #1

_____
Printed Name

By:_____
Name:_____
Title:_____

Address:

_____

_____

_____
Witness #2

_____
Printed Name:

Address:

_____

_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____ 2026, by _____ _____, as _____ of ROAN BRIDGE PROPERTIES, LLC, a Florida limited liability company on behalf of the company, who is ☐ personally known to me or ☐ who produced _____, as identification.

(Notary stamp/seal)

_____
Notary Public
My Commission Number:_____
My Commission expires:_____

Exhibit A

Lots 65, 79, 80, 81, 82, 94, 95, 96, 97, 98, 99, 100, 109, 110, 111, 112, 113, 114, 115, 116, 125, 126, 127, and 128, The Seminole Land and Investment Co.'s (Incorporated), Section 12, Township 26 South, Range 30 East, according to the Official Plat thereof, as recorded in Plat Book B, Page 3 of the Public Records of Osceola County, Florida.

Lots 1, 2, 3, 13, 14, 15, 16, 17, 18, 19, 20, 29, 30, 31, and 32, Less the South 60.0 feet of Lots 29 and 30, The Seminole Land and Investment Co.'s (Incorporated), Section 13, Township 26 South, Range 30 East, according to the Official Plat thereof, as recorded in Plat Book B, Page 4 of the Public Records of Osceola County, Florida.

Lots 72, 73, 88, 89, 104, 105, 106, 119, 120, 121, and 122, The Seminole Land and Investment Co.'s (Incorporated), Section 7, Township 26 South, Range 31 East, according to the Official Plat thereof, as recorded in Plat Book B, Page 23 of the Public Records of Osceola County, Florida.

Lots 1, 2, and 3, Hickory Acres, according to the Official Plat thereof, as recorded in Plat Book 13, Page 156 of the Public Records of Osceola County, Florida.

The North 1/2 of the Northeast 1/4 of Northwest 1/4 of Northwest 1/4 and the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, Section 18, Township 26 South, Range 31 East, Osceola County, Florida.

Additional Parcel (9.64 Ac.)

Parcel 1:

(Per Commitment Order No.: 9621399)

The West 1/2 of Lot 67, of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 12, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 3, of the Public Records of Osceola County, Florida.

PARCEL 2:

(Per Commitment Order No.: 9617975)

Lot 83 and the West 1/2 of Lot 78, of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 12, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 3, of the Public Records of Osceola County, Florida.

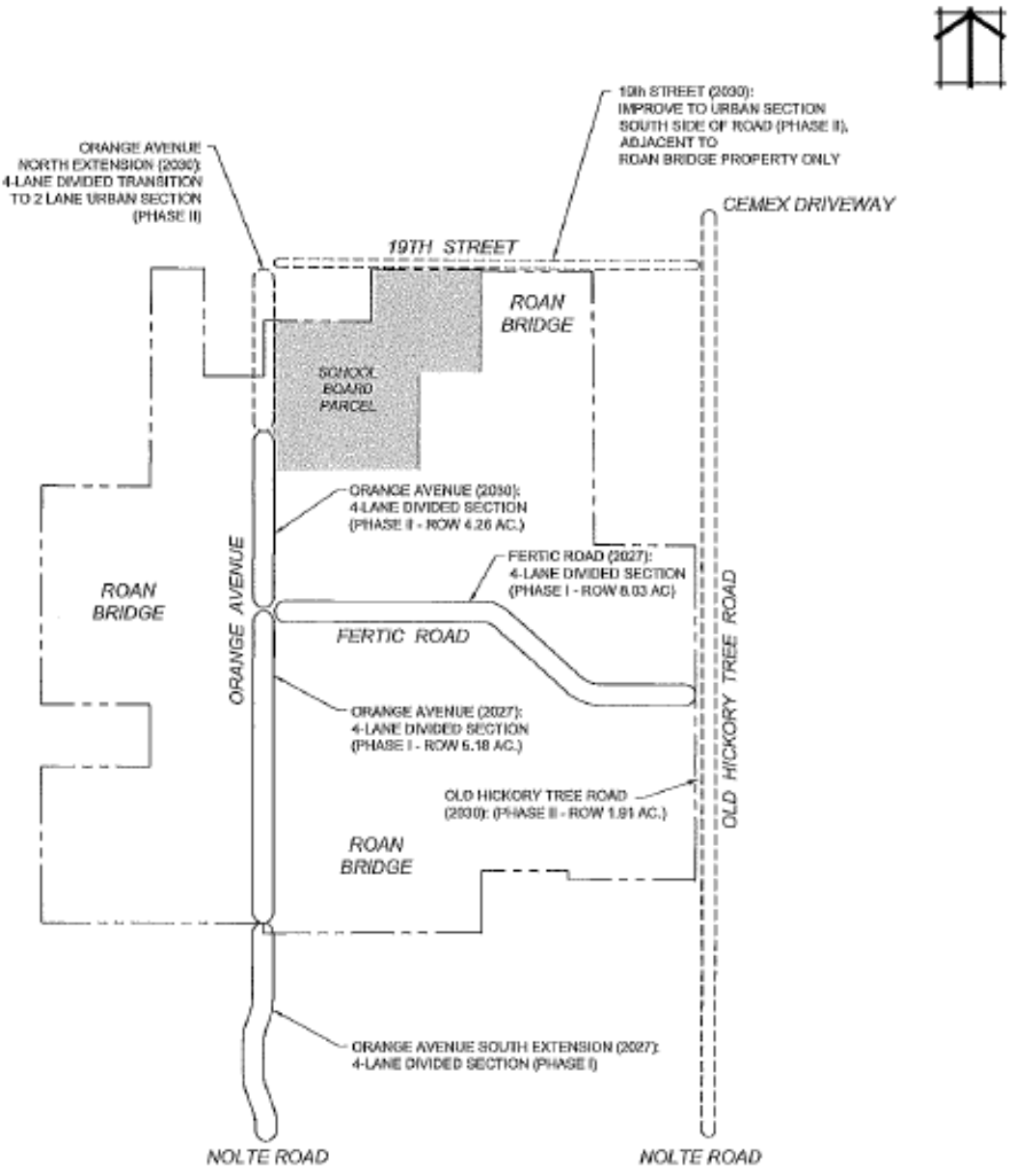
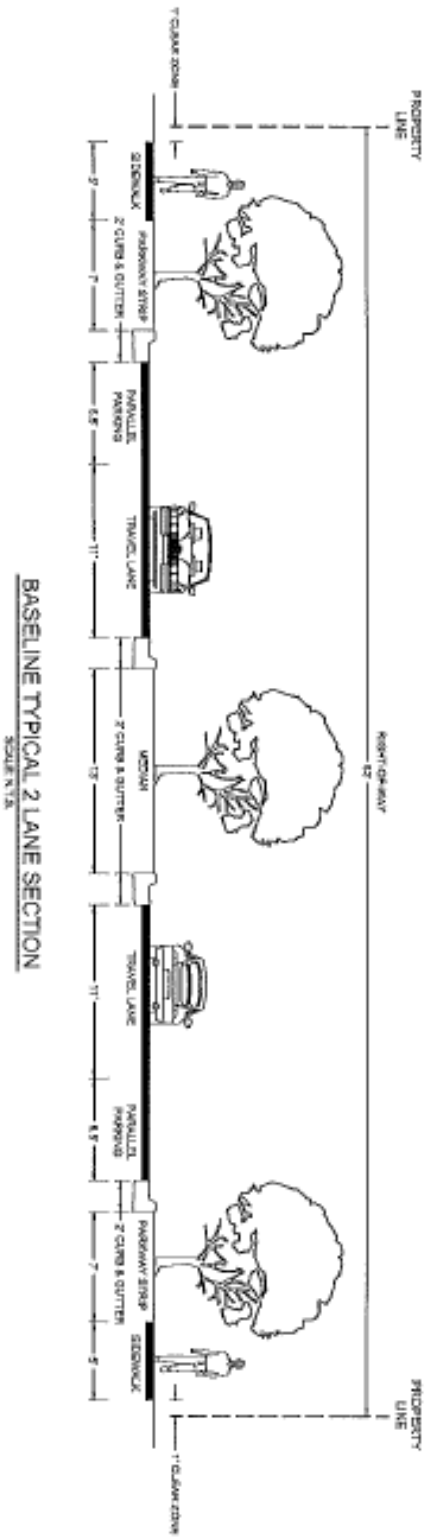
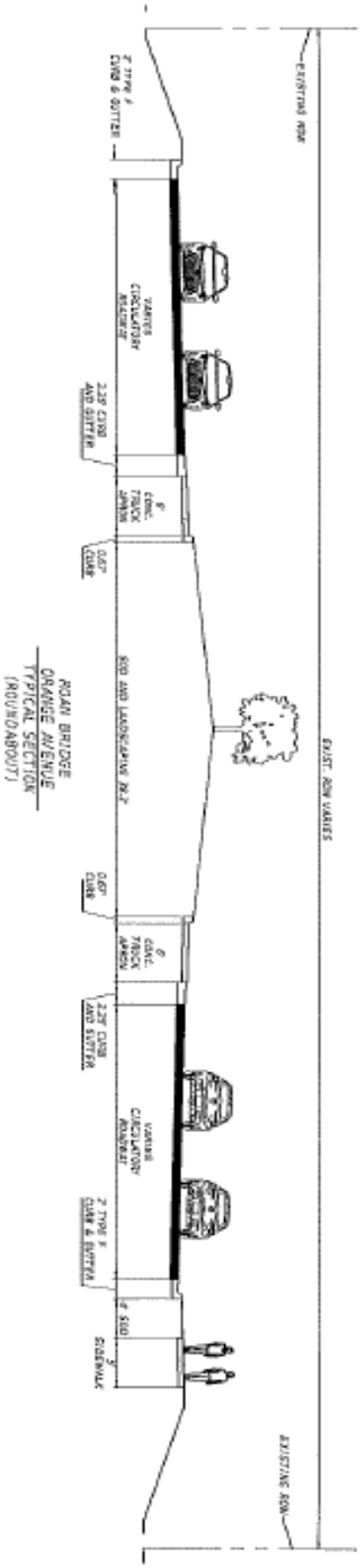

ORANGE AVENUE
NORTH EXTENSION (2030):
4-LANE DIVIDED TRANSITION
TO 2 LANE URBAN SECTION
(PHASE II)
19th STREET (2030):
IMPROVE TO URBAN SECTION
SOUTH SIDE OF ROAD (PHASE II),
ADJACENT TO
ROAN BRIDGE PROPERTY ONLY
CEMEX DRIVEWAY
19TH STREET
ROAN
BRIDGE
SCHOOL
BOARD
PARCEL
ORANGE AVENUE (2030):
4-LANE DIVIDED SECTION
(PHASE II - ROW 4.26 AC.)
FERTIC ROAD (2027):
4-LANE DIVIDED SECTION
(PHASE I - ROW 8.03 AC)
ROAN
BRIDGE
ORANGE AVENUE
FERTIC ROAD
OLD HICKORY TREE ROAD
ORANGE AVENUE (2027):
4-LANE DIVIDED SECTION
(PHASE I - ROW 5.18 AC.)
OLD HICKORY TREE ROAD
(2030): (PHASE II - ROW 1.91 AC.)
ROAN
BRIDGE
ORANGE AVENUE SOUTH EXTENSION (2027):
4-LANE DIVIDED SECTION (PHASE I)
NOLTE ROAD
NOLTE ROAD

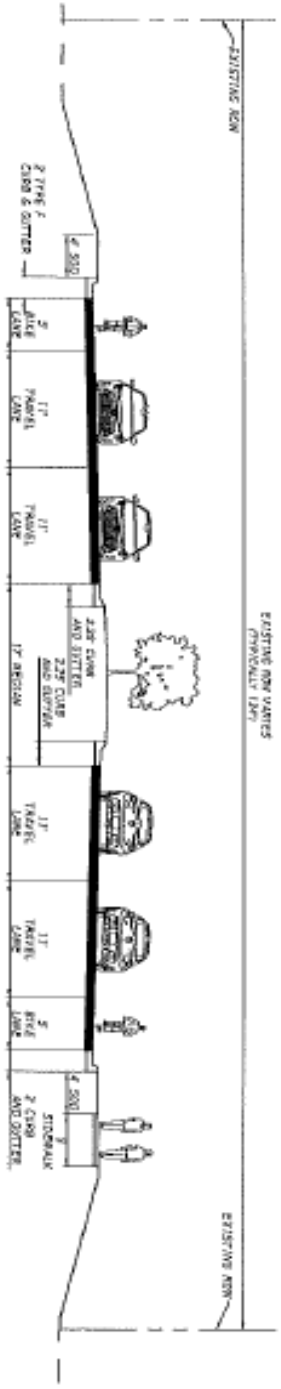
Exhibit B



BASELINE TYPICAL 2 LANE SECTION



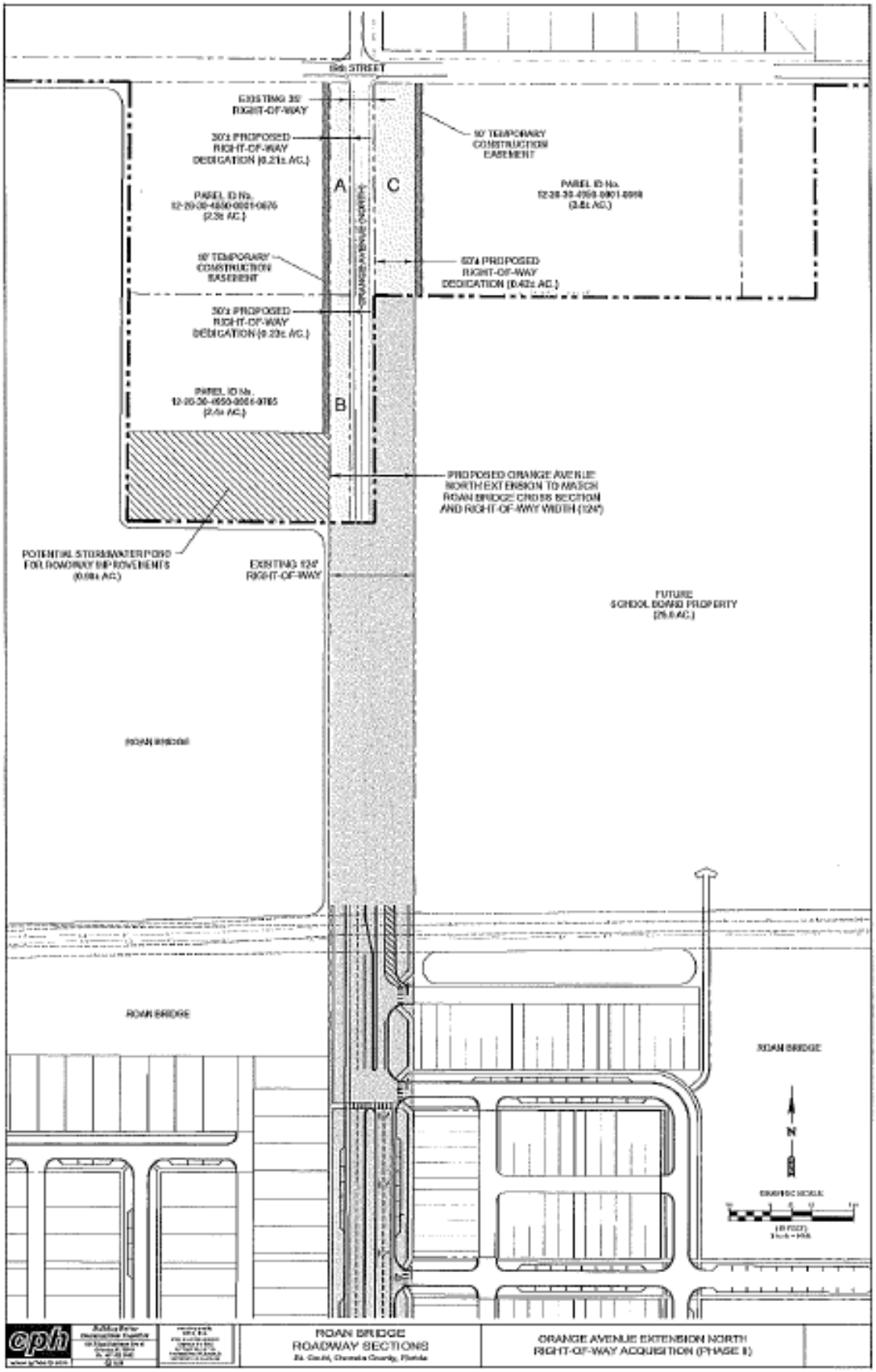
ROAN BRIDGE
ORANGE AVENUE
TYPICAL SECTION
(ROUNDABOUT)



ROAN BRIDGE
ORANGE AVENUE
TYPICAL SECTION
(4 LANE ROADWAY W/ 17' MEDIAN)

716244000v6

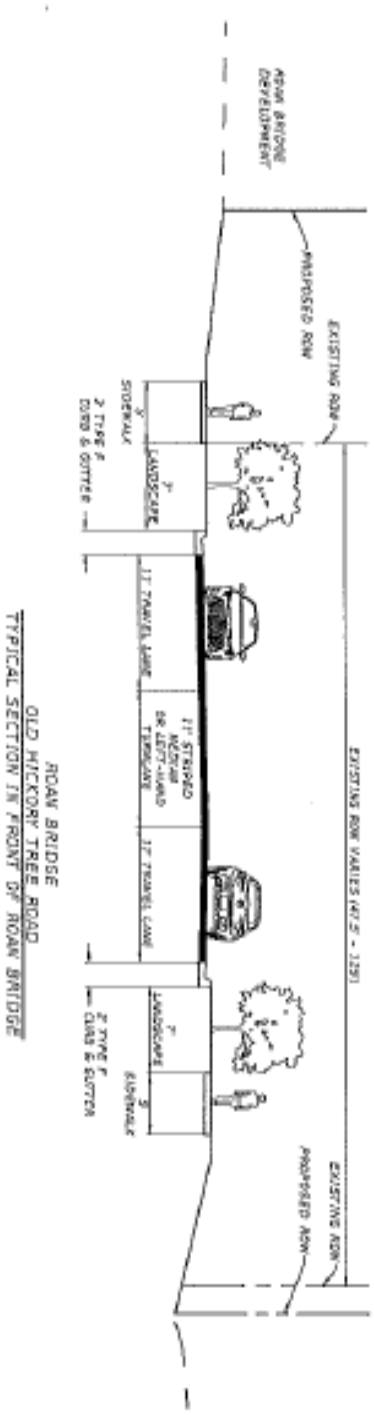
ROAM BRIDGE
ORANGE AVENUE EXTENSION (SOUTH)
TYPICAL SECTION
(4 LANE ROADWAY W/ 17' MEDIAN)



716244000v6

E. FERTIC ROAD - TYPICAL SECTION

ROAN BRIDGE
OLD HICKORY TREE ROAD
EXISTING TYPICAL SECTION



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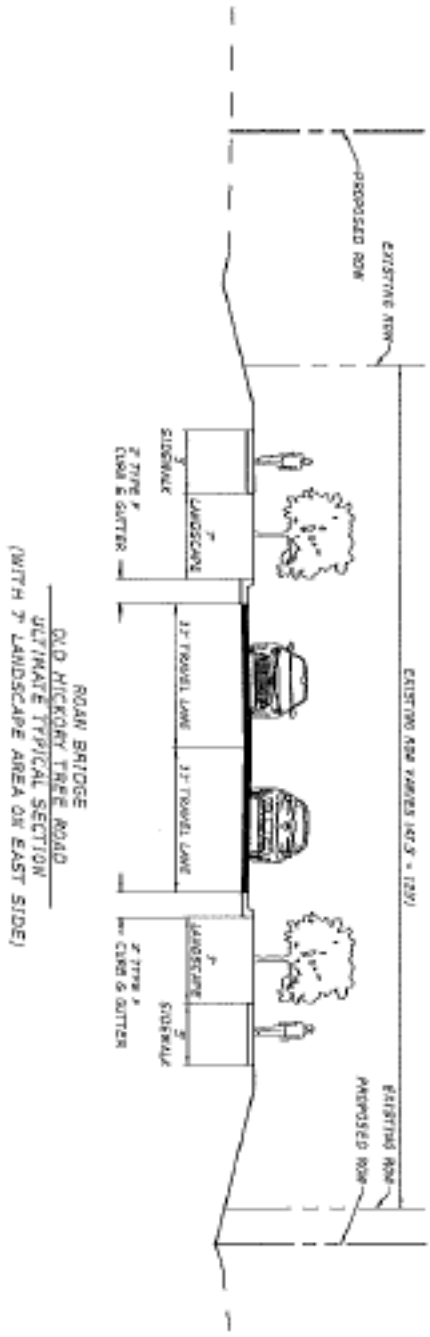
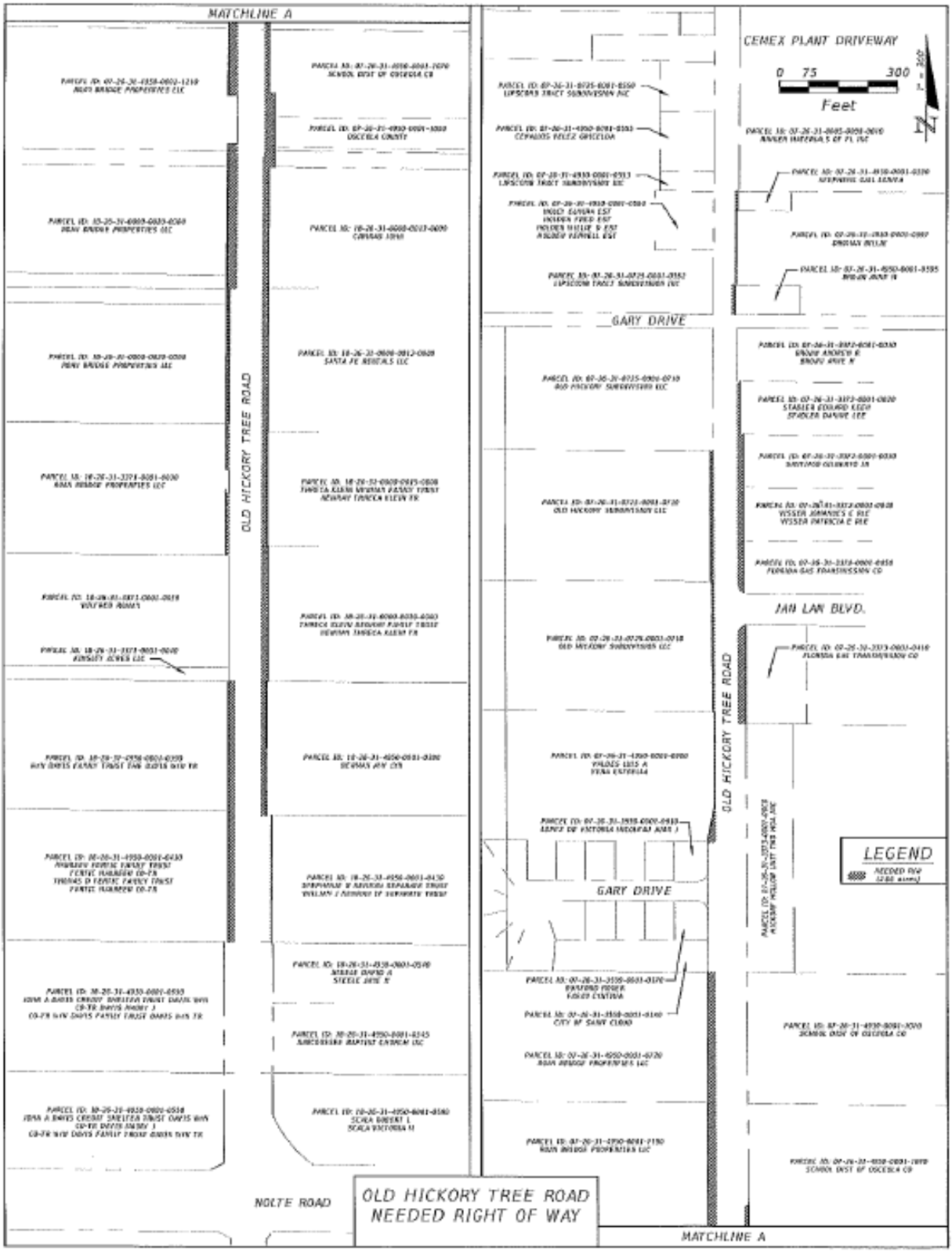


ROAN BRIDGE
OLD HICKORY TREE ROAD
ULTIMATE TYPICAL SECTION
(WITH 7' LANDSCAPE AREA ON EAST SIDE)

716244000v6



716244000v6

ROAN BRIDGE
19th STREET (PHASE II)
TYPICAL SECTION
SCALE: N.T.S.

* 6.5' ROAN BRIDGE RIGHT-OF-WAY DEDICATION ALONG 19th STREET DOES NOT INCLUDE THE OSCEOLA COUNTY SCHOOL BOARD PROPERTY.

EXHIBIT D1 - Estimated Costs: Roan Bridge Framework Roadway Network
Summary of Ultimate, Baseline, and Delta Cost

Construction Unit Cost/Mile[1]

New 4-lane Divided[2]	$	17,715,870.94
New 4-lane Divided[3]	$	17,366,619.65
Baseline 2-lane[4]	$	9,815,374.83
Baseline 2-lane[5]	$	9,466,123.54

See Exhibit D2 for details **See Exhibit D3 for details**

Roadway Attributes							Ultimate Configuration	Baseline Configuration (Developer Obligation)	Roadway Delta (Agency Obligation)	*Percentage Cost Share*	
Roadway	Segment Start	Segment End	Roadway Type	Responsible Agency	Length (miles)	Expected Buildout Year (Phase)	Ultimate Cost + 40% (Design/CEI/Misc.)	Baseline Cost + 40% (Design/CEI/Misc.)		Developer	Agency
Orange Avenue	Intersection Fertic Road	South Property Line	Boulevard	City	0.36	2027 (I)	$ 8,928,798.95	$ 4,770,926.26	$ 4,157,872.69	53.43%	46.57%
Orange Avenue	Intersection Fertic Road	North Property Line	Boulevard	City	0.32	2030 (II)[6]	$ 8,616,999.63	$ 4,604,322.49	$ 4,012,677.14	53.43%	46.57%
Fertic Road	Old Hickory Tree Road	Orange Avenue	Boulevard	City	0.53	2027 (I)	$ 13,145,176.24	$ 7,283,008.12	$ 5,862,168.12	55.40%	44.60%
Orange Avenue	South Property Line	Nolte Road	Boulevard	City	0.26	2027 (I)	$ 6,321,449.55	$ 3,445,668.97	$ 2,875,780.58	54.51%	45.49%
Old Hickory Tree Road	Cemex Access	Nolte Road	2-Lane	City	1.13	2030 (II)[5]	$ 16,858,887.81	$ 16,259,013.79	-	100.00%	0.00%
							$ 53,871,312.18	$ 36,362,939.63	$ 16,908,498.53		

Notes:
1. Unit costs were developed based on FDOT Long Range Estimates (October 2024 Update)
2. New 4-lane divided road with sidewalks on both sides of the road.
3. New 4-lane divided road with sidewalks on one side of the road.
4. Baseline 2-lane road with sidewalks on both sides of the road.
5. Baseline 2-lane road with sidewalk on one side of the road.
6. Roadway Delta = [Ultimate Cost + 40% (Design/CEI/Misc.) + Escalation] - [Baseline Cost + 40% (Design/CEI/Misc.) + Escalation]

EXHIBIT D2 - Estimated Costs: Roan Bridge Framework Roadway Network

Ultimate Cost - Details

Construction Unit Cost/Mile[1]

New 4-lane Divided[2]	$ 17,715,870.94
New 4-lane Divided[3]	$ 17,366,619.65
Baseline 2-lane[4]	$ 9,815,374.83
Baseline 2-lane[5]	$ 9,466,123.54

Roadway Attributes						Ultimate Configuration		
Roadway	Segment Start	Segment End	Responsible Agency	Length (miles)	Expected Buildout Year (Phase)	Ultimate Cost (construction)	Ultimate Typical Section	Ultimate Cost + 40% (Design/CEI/Misc.) + Escalation
Orange Avenue	Intersection Fertic Road	South Property Line	City	0.36	2027 (I)	$ 6,377,713.54	4 lane Boulevard[2]	$ 8,928,798.95
Orange Avenue	Intersection Fertic Road	North Property Line	City	0.32	2030 (II)[6]	$ 5,669,078.70	4 lane Boulevard[2]	$ 8,616,999.63
Fertic Road	Old Hickory Tree Road	Orange Avenue	City	0.53	2027 (I)	$ 9,389,411.60	4 lane Boulevard[2]	$ 13,145,176.24
Orange Avenue (South)	South Property Line	Nolte Road	City	0.26	2027 (I)	$ 4,515,321.11	4 lane Boulevard[3]	$ 6,321,449.55
Old Hickory Tree Road	Cemex Access	Nolte Road	City	1.13	2030 (II)[6]	$ 11,091,373.56	2 Lane Undivided[4]	$ 16,858,887.81
						$ 37,042,898.50		$ 53,871,312.18

Notes:

1. Unit costs were developed based on FDOT Long Range Estimates (October 2024 Update)
2. New 4-lane divided road with sidewalks on both sides of the road.
3. New 4-lane divided road with sidewalks on one side of the road.
4. Baseline 2-lane road with sidewalks on both sides of the road.
5. Baseline 2-lane road with sidewalk on one side of the road.
6. Cost = [(Construction Cost * 1.40)] * [(1+4%)^(Buildout Year - 2025]

EXHIBIT D3 - Estimated Costs: Roan Bridge Framework Roadway Network

Baseline Cost (Developer Obligation) - Detail

Construction Unit Cost/Mile[1]

New 4-lane Divided[2]	$ 17,715,870.94
New 4-lane Divided[3]	$ 17,366,619.65
Baseline 2-lane[4]	$ 9,815,374.83
Baseline 2-lane[5]	$ 9,466,123.54

Roadway Attributes						Baseline Configuration (Developer Obligation)		
Roadway	Segment Start	Segment End	Responsible Agency	Length (miles)	Expected Buildout Year (Phase)	Baseline Cost (construction)	Base Typical Section	Baseline Cost + 40% (Design/CEI/Misc.) + Escalation
Orange Avenue	Intersection Fertic Road	South Property Line	City	0.36	2027 (I)	$ 3,407,804.47	2 Lane Undivided[5]	$ 4,770,926.26
Orange Avenue	Intersection Fertic Road	North Property Line	City	0.32	2030 (II)[6]	$ 3,029,159.53	2 Lane Undivided[5]	$ 4,604,322.49
Fertic Road	Old Hickory Tree Road	Orange Avenue	City	0.53	2027 (I)	$ 5,202,148.66	2 Lane Undivided[4]	$ 7,283,008.12
Orange Avenue (South)	South Property Line	Nolte Road	City	0.26	2027 (I)	$ 2,461,192.12	2 Lane Undivided[5]	$ 3,445,668.97
Old Hickory Tree Road	Cemex Access	Nolte Road	City	1.13	2030 (II)[6]	$ 10,696,719.60	2 Lane Undivided[5]	$ 16,259,013.79
						$ 24,797,024.39		$ 36,362,939.64

Notes:

1. Unit costs were developed based on FDOT Long Range Estimates (October 2024 Update)
2. New 4-lane divided road with sidewalks on both sides of the road.
3. New 4-lane divided road with sidewalks on one side of the road.
4. Baseline 2-lane road with sidewalks on both sides of the road.
5. Baseline 2-lane road with sidewalk on one side of the road.
6. Cost = [(Construction Cost * 1.40)] * [(1+4%)^(Buildout Year - 2025]

EXHIBIT D4 - Estimated Right-of-Way Dedication

Ultimate Cost - Detail

Roadway Attributes					Right-of-Way Dedication						
Roadway	Segment Start	Segment End	Responsible Agency	Expected Buildout Year (Phase)	Ultimate R/O/W Width (ft.)	Ultimate R/O/W (acres)	Baseline R/O/W Width (ft.)	Dedicated R/O/W (acres)	Delta R/O/W (acres)	R/O/W $150,000/Acre
Orange Avenue	Intersection Fertic Road	South Property Line	City	2027 (I)	124'	5.18	62'	2.64	2.54	$ 381,000.00
Orange Avenue	Intersection Fertic Road	North Property Line	City	2030 (II)	124'	4.26	62'	2.17	2.09	$ 313,500.00
Fertic Road	Old Hickory Tree Road	Orange Avenue	City	2027 (I)	124'	8.03	62'	3.97	4.06	$ 609,000.00
Old Hickory Tree Road	Along Roan Bridge Frontage (north)	Along Roan Bridge Frontage (south)	City	2030 (II)	Stormwater Ponds	1.16				$ 174,000.00
										$ 1,477,500.00

Notes:

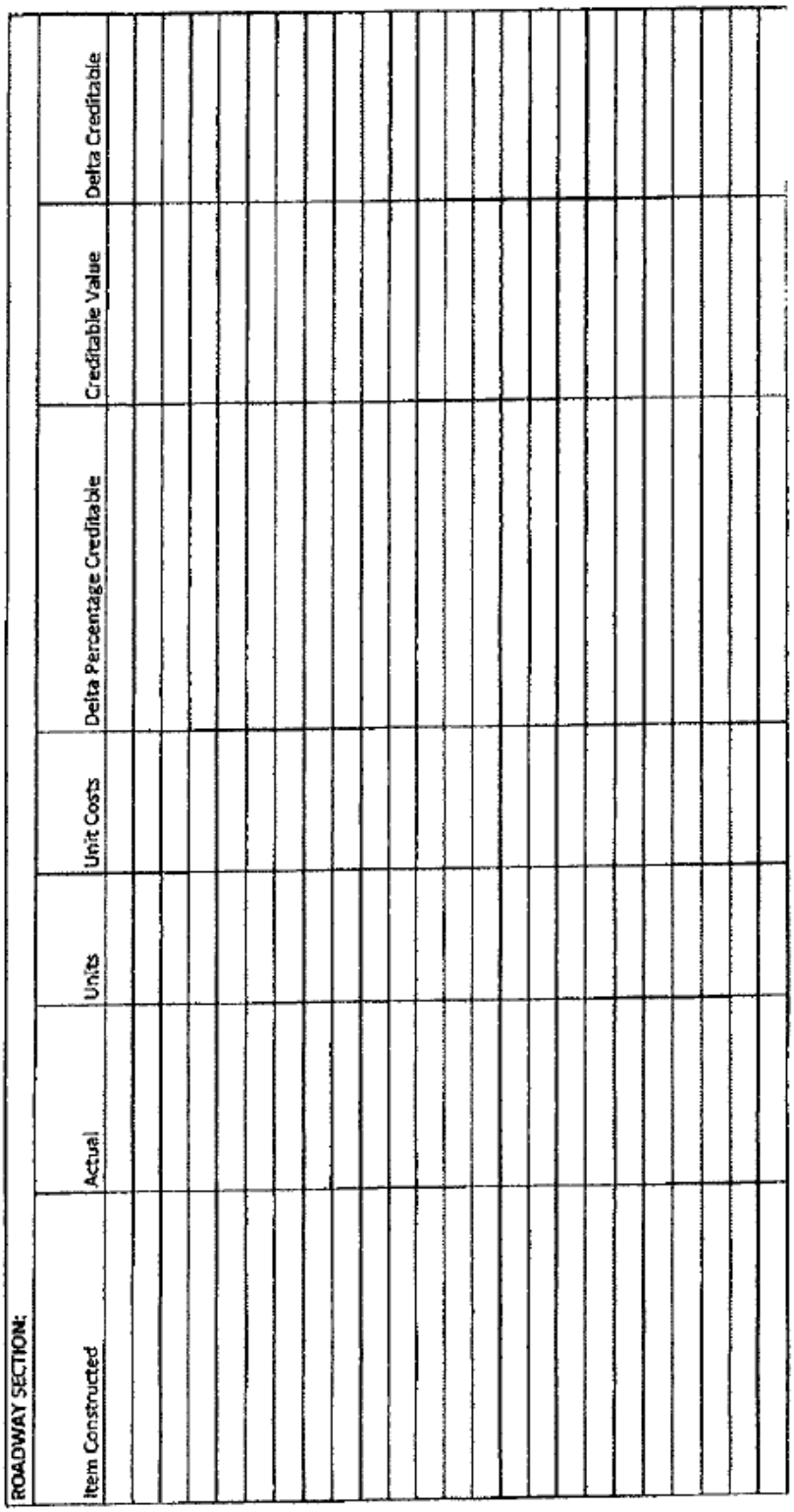
1. Right-of-way dedication for off-site roadway improvements, including stormwater ponds.

Traffic Signals	Expected Buildout (Phase)	Cost	Developers Responsibility	Credits
Intersection of Old Hickory Tree Road & Nolte Road	2030 (Phase II)	$1,000,000	18%	$ 820,000.00
Intersection of Orange Avenue & Nolte Road	2030 (Phase II)	$1,000,000	43%	$ 570,000.00
				$ 1,390,000.00

EXHIBIT "E"

INTENTIONALLY DELETED

EXHIBIT F
REIMBURSEMENT FORM



ROADWAY SECTION:							
Item Constructed	Actual	Units	Unit Costs	Delta Percentage Creditable	Creditable Value	Delta Creditable	

EXHIBIT G
OSCEOLA COUNTY
CONSTRUCTION ENGINEERING & INSPECTION SERVICES (CEI)
TO SUPPORT DEVELOPER PROJECT
SCOPE OF SERVICES

The scope of services for this package includes but is not limited to:

- Erosion and sediment control compliance – to be performed weekly.
- Maintenance of traffic inspections – to be performed weekly and prior to implementation of new traffic patterns.
- Earthwork inspection and testing including excavation and embankment, roadway subgrades and roadway base. – 2 to 3 times per week. Check density log records. Perform subgrade and base depth checks, line and grade inspections prior to placement of pavements.
- Concrete structures inspection and testing – including culverts, bridges, and concrete flatwork – daily or as need for concrete element pre-pour inspections and during concrete pour operations.
- Storm drainage inspection and testing – 2 to 3 times per week.
- Lighting installation – 2 to 3 times per week.
- Its installation – 2 to 3 times per week.
- Signal installation incl foundations and commercial inspections – daily during drill shaft installation and 2 to 3 times per week during other signal operations. Quality control audit of commercial facility during production of signal structures.
- Pavement inspection – 2 to 3 times per week during installation of concrete or asphalt pavement.
- _____ (Add items as Needed)

The Services will begin on or about _____ and will extend approximately _____ days after final completion of construction. The accumulated length of services for the Project is estimated to be _____ days. The Consultant shall undertake the services outlined herein in general conformance with Florida Department of Transportation (FDOT) Guidelines. The Consultant shall provide direct communication lines with the Developer's Project Manager and the Jurisdiction's Construction Manager, to facilitate and expedite Project activities.

Consultant Services include the following.

1. Coordination with Developer / Jurisdiction / Contractor

1.1 Pre-construction Conference
Consultant shall attend a Pre-construction Conference attended by Contractor, Developer, the Jurisdiction's Construction Manager, the Engineer of Record, Relevant Utility Owners and others if desired as necessary. The purpose of the meeting will be to discuss procedures, scheduling, project coordination, maintenance of traffic, permitting and environmental issues, materials testing, etc. Responsibilities for each party at this meeting will be identified including insurance, permits, testing, inspection, etc.

1.2 Project Coordination and Administration
Consultant shall provide necessary Project coordination and administrative services to ensure a smooth progression of Project activities. Specific tasks include:

1.2.1 Coordination with Developer. Consultant shall coordinate with Developer all activities, correspondence, reports and other communications related to this Scope of Services to carry out its responsibilities to Developer. All consultant records are subject to monthly Developer review. Consultant shall provide a composite report at the end of the project. The Jurisdiction's

Construction Manager shall be copied on all project correspondence sent to the Developer.

1.2.2 Meeting Attendance – The CEI project manager or his designated representative will attend the Pre-construction Conference, an average of one (1) Progress Meeting per week with the contractor, and bi-weekly consultation sessions with the Developer's Representative. The Jurisdiction's Construction Manager shall be invited to all Developer's meetings.

1.2.3 Outstanding Issues Consultant will prepare special reports, as requested by the Developer, to provide analysis, evaluation, and recommendation on any outstanding issues as they relate to successful prosecution of work.

1.2.4 Requests for Interpretations – When Consultant desires interpretations of Project Documents, procedures, Contract requests for deviations, or suitability of climatic conditions to allow work to be performed, a Request for Interpretation will be issued in writing to the Developer.

1.2.5 Documentation of Deficiencies – Any materials failing to meet required tests or tolerances are to be so noted and highlighted in the documentation to be furnished by Consultant to the Developer. Retests and corrective actions taken for materials that initially failed will be so noted on the original from upon which it was reported. At the direction of the Developer, Consultant will photograph deficient or defective work of a significant nature, or completed work that will be buried or covered by subsequent work.

1.2.6 Prepare and Disseminate Reports – Consultant will prepare a Daily Report and Monthly Report and attach thereto all materials test results and other material documentation as may occur during the reporting periods. The Monthly Report will summarize the Daily Reports, offer clarifications thereof, and be written and endorsed by the Professional Engineer Registered in the State of Florida who is in responsible charge of the work performed. All reports and documentation will be of a form, file system, and distribution as approved by the Developer by the end of business the following day. All monthly reports will be delivered to the Developer within seven (7) days of the end of the month.

1.2.7 Overall Coordination – Consultant will coordinate with Developer at a level required to maintain complete and accurate records, facilitate scheduling of tests and inspections, and document significant changes to the Project due to materials-related issues.

1.2.8 Responsiveness – Consultant will offer timely response on all requests, especially the performance of testing and immediate notice of failed test results. Minimal notice may be given to schedule field testing; however, the Developer shall endeavor to obtain a 24-hour notice from Contractor. The Construction Engineering Inspection and Laboratory Consultant will be flexible and coordinate its efforts as necessary and as directed by the Developer to meet the demands of the Project as responsively as possible.

1.2.9 Construction Materials Investigations, Special Studies, & Projects - Consultant shall provide qualified personnel to perform Construction Materials Investigations, Special Studies and Projects in coordination with Developer which shall not cause any undue delays.

1.2.10 Project Documentation – Consultant will document their testing and inspection for the Project to be delivered upon acceptance of the project. This will include final review of the project final testing package.

2 Construction Materials Testing and Inspection

2.1 Project Personnel

Consultant shall provide sufficient certified personnel, equipment and supplies to perform the Services described herein. These Services may be provided directly by the Consultant, by an approved Sub-consultant, or by a combination of the two. In any case, all laboratory testing must be performed by a licensed materials testing laboratory. The Consultant shall be responsible for obtaining any and all proper licenses for equipment and personnel operating equipment when licenses are required.

2.2 Personnel Certifications

Consultant shall have personnel assigned to the Project who possess current CTQP certifications in FDOT construction procedures and other requirements as they apply to all construction elements of the Project for which the Consultant is providing services.

2.3 Equipment

Consultant shall maintain sufficient equipment, laboratory, and field apparatus, and supplies to perform all required inspections and materials sampling and testing. Consultant shall perform laboratory tests according to applicable specifications.

2.4 Project Documents

Consultant shall perform all Services in accordance with the provisions, parameters, and requirements as listed in the following documents, hereinafter referred to as the Project Documents:

2.4.1 Contract Documents for the Project, any and all Agreements, Contract Plans, FDOT Standard Plans, FDOT Standard Specifications, Special Provisions, FDOT Roadway and Traffic Design Standards, current edition; and Contractor submittals, including shop drawings, working drawings, catalogue cuts, and certifications.

2.4.2 FDOT Manual of Florida Sampling and Testing Methods, Materials Office, current edition and FDOT Field Sampling and Testing Manual, Materials Office, current edition.

2.4.3 American Association of State Highway and Transportation Officials (AASHTO) "Standard Specifications for Transportation Materials and Methods of Sampling and Testing", current edition.

2.4.4 FDOT Structures Design guidelines, current edition.

2.4.5 Consultant shall be cognizant of and at all times in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for work in and around traffic. All cost of compliance will be considered incidental to other items of labor furnished.

2.5 Sample Testing and Reporting Guide

Consultant shall develop guide to detail the frequency of sampling and testing which shall be formatted similar to the FDOT Materials Sampling, Testing, and Reporting Guide (STRG), current edition to provide certification of materials for compliance with the Project Documents. When materials are borderline, or there is reason to suspect noncompliance with contract requirements, sampling and testing frequencies should be increased.

2.5.1 Testing of On-Site Construction Materials
Materials Testing Consultant and Laboratory shall coordinate testing required by direction of the Developer. Consultant shall perform services necessary to test materials at the job site to evaluate conformity with the Project Documents.

2.5.2 Earthwork - The Consultant shall sample and test embankments, sub-grades, bedding, excavation and backfill associated with all storm water systems, all wet wipe utilities, and with the construction of the roadways at the established frequencies. The Consultant shall review records of density tests necessary throughout the course of the work.

2.5.3 Roadbed Materials – The Consultant shall conduct visual inspection and of all sub-grade or stabilized sub-base, and base materials. The Consultant will perform depth check measurements, line and grade checks prior to placement of pavement.

2.5.4 Bituminous Materials – The Consultant will review pre-pave materials submittal for conformance with the contract, attend all pre-pave meetings, and review project records for all pavement materials.

2.5.5 Concrete Inspection Services - The Consultant shall conduct sampling and perform testing of concrete placed at the job site, in accordance with the FDOT Material Sampling, Testing and Reporting Guide. The Materials Testing Consultant shall provide compressive strength testing of concrete cylinders molded as well as any other laboratory test required in accordance with FDOT Materials Sampling, Testing and Reporting Guide. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of concrete according to applicable specifications.

The Consultant shall perform concrete plastic properties tests and compressive cylinders for all structural concrete elements at a rate of one per 50yd^3 or each day's production.

- The Consultant shall provide a CTQP/ACI Concrete Field Inspector responsible for quality control during all concrete placements.
- The concrete inspector shall review the concrete delivery ticket and determine that all of the information provided is correct prior to the discharge of concrete. The bridge inspector shall periodically review the tickets to ensure that the QC process is being performed effectively. Concrete that fails to meet the specifications upon delivery to the project shall be rejected.

Post Placement of Concrete

- The concrete inspector shall verify that the curing methods of the concrete are in the correct manner and for the duration called for in the plans and specifications.
    - After forms are removed, the concrete inspector shall inspect the product(s) for deficiencies including cracking, settlement, bug holes, spalls, et cetera. Thorough documentation of inspections of the product(s) will be performed periodically throughout the project including date, time, weather and the printed and signed name of the inspector in permanent field book.
    - The Consultant shall monitor the anticipated date of the strength specimen breaks from the concrete inspector's laboratory on an appropriate concrete tracking log. Results from the laboratory shall be delivered within 24 hours upon completion of the testing (weekends excluded).

3 Quality Control Plan:

Within fifteen (15) days after issuance of the Notice to Proceed, the Consultant shall furnish a Quality Control (QC) Plan to the Developer. The Quality Control Plan shall detail the procedures, evaluation

criteria, and instruction to the organization to ensure conformance with the Agreement. Significant changes to the work requirements may require the Consultant to revise the Quality Control Plan. It shall be the responsibility of the Consultant to keep the Quality Control Plan current with the work requirements. The Consultant's Quality Control Plan shall demonstrate how all inspections, sampling, testing, and reporting efforts are to be checked and back checked on a continual basis throughout the construction project.

The Plan shall include, but not be limited to, the following areas:

3.1 Organization

- A description is required of the Consultant's Quality Control Organization and its functional relationship in performing the work under the Agreement. The authority, autonomy, and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.

3.2 Quality Control Reviews

- The Consultant shall detail methods used to monitor and assure compliance of the organization with the contract requirements for services and products.

3.3 Proposed Quality Assurance Records

- The types of records, which will be generated and maintained by the Consultant during the execution of the Quality Control Program, shall be outlined.

3.4 Control of Sub-consultants

- The methods used by the Consultant to control the quality of services of the lower tiered Sub-consultants shall be detailed and complete. Sub-consultants are not required to be PDOT certified.

3.5 Quality Assurance Certification

- The responsible Engineer of the Consultants firm will be required to certify that all tests performed and reported have been prepared and checked in accordance with any applicable test methods, good engineering practices, and represent quality product.

3.6 Quality Assurance Records

- The Consultant shall maintain adequate records of the quality assurance actions performed by the organization (including lower tiered Sub-consultants), in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Developer upon request during the term of the Agreement but at least monthly. All records shall be kept at the primary project office site. The Consultant shall prepare and submit all documentation, including but not limited to, Reports, Inspection reports, Offsite Inspection reports, etc. and submit to the Developer. All records are subject to audit review.

END PROJECT SCOPE OF SERVICE

EXHIBIT H
MAINTENANCE BOND

BY THIS BOND WE, _____ as "PRINCIPAL," with a business address of _____, and telephone number _____, and as "SURETY," with a business address of _____, and telephone number _____, are bound to City of St. Cloud, Florida, a municipal corporation organized and existing under the laws of the State of Florida, herein "CITY," in the sum of _____, for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has constructed improvements in connection with the approval of a plat of a certain area of land within Osceola County known as _____, Section _____, Township _____, Range _____, and has agreed as a condition to that approval of the said plat by the CITY, to maintain all required, approved, and/or dedicated IMPROVEMENTS, which consists of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements delineated per the County-approved cost estimate dated _____, in connection with the above said plat, herein IMPROVEMENTS.

NOW THEREFORE, THE CONDITION OF THIS BOND is that if, for a period of _____ years, commencing on the date of acceptance by the City Council of this bond for the IMPROVEMENTS, PRINCIPAL:

1. Shall in all respects comply with the Land Development Code, and all other applicable Federal and State laws and CITY ordinances, codes, regulations, terms, and conditions pertaining to the approval and maintenance of the IMPROVEMENTS of the said plat. These conditions being more specifically the maintenance of all required, approved, or dedicated roads, storm drainage, and/or other IMPROVEMENTS to be CITY-maintained, which were installed in connection with the said plat, to the satisfaction of the County Administrator or his designee; and

2. Repairs or replaces all IMPROVEMENTS which are found by the CITY Engineering Services Director or his designee, not to comply with Federal and State laws and CITY ordinances, codes, regulations, terms, and conditions pertaining to the approval of the said plat, or which are found to be deficient in materials, workmanship, or structural integrity under CITY, County, State or Federal regulations, whichever may be applicable or industry standards; and

3. Submits a written request for an inspection of IMPROVEMENTS to the City Project Management Division, or equivalent of the same, not before ninety (90) days prior to the termination of the completion of the two (2) year maintenance period, or any different time agreed to by the City Council; and

4. Pays all costs and expenses incurred for or incidental to compliance with the requirements of this bond and the Land Development Code.

THEN this obligation shall be void. Otherwise, it remains in full force and effect.

THE SAID SURETY, for value received, hereby stipulates and agrees that no charge involving an extension of time, alteration, or additions to the terms of the IMPROVEMENTS to be made hereunder, or in the plans, specifications, and schedules covering the same, shall in any way affect the obligation of the said SURETY on this bond, and the SURETY does hereby waive notice of any such changes.

IT IS FURTHER understood that should the CITY be required to institute legal proceedings in order to collect any funds under this bond, venue shall be exclusively in Osceola County, Florida, and PRINCIPAL shall be responsible for any and all attorney's fees and court costs incurred by the CITY.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed this _____ day of _____.

PRINCIPAL:

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 202__ , by _____, as _____ of _____, a Florida _____, on behalf of said company. He/she is personally known to me or has produced _____as identification (if left blank, then personally known to me).

(Notary Seal)

_____
(Signature of Notary Public)

_____
(Typed name of Notary Public)

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed this _____ day of _____.

SURETY:

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 202__ , by _____, as _____ of _____, a Florida _____, on behalf of said company. He/she is personally known to me or has produced _____as identification (if left blank, then personally known to me).

(Notary Seal)

_____
(Signature of Notary Public)

_____
(Typed name of Notary Public)

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-059R - Container and Technology Recycling and Waste Solutions

Procurement Agenda Item:
Resolution No. 2026-059R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the utilization of the Sourcewell Contract No. 120324, which is reasonable and otherwise in the best interest of the City of St. Cloud, whose subject matter is Plastic Refuse and Recycling Containers with Related Technology Solutions, providing for the award thereof to Rehrig Pacific Company and providing an effective date.
COST: Undetermined at this time as services are provided on an "as-needed" basis. The contract will be utilized by the Public Works Department for the purchase of plastic refuse and recycling containers with related technology solutions on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
This item is to approve the purchase of plastic refuse and recycling containers from Rehrig Pacific Company.

Strategic Key Focus Areas:
Effective Community Safety

Background Information:
Per Kevin Felblinger, Public Works Director, utilizing this cooperative contract allows the City of St. Cloud to efficiently procure essential solid waste collection carts. These brown, green, and blue carts are used to supply new residents' carts and replacement carts for the Solid Waste Division's garbage collection operations.

Legal Authority:
City of St. Cloud Procurement Policy Article VIII, Sec. 1.

Budget and Recommendation:
Undetermined at this time as services are provided on an "as-needed" basis. The contract will be utilized by the Public Works Department for the purchase of plastic refuse and recycling containers with related technology solutions, on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:

City Manager recommends approval

City Council Action:
06/11/2026 - Final Action

Attachments:
1. Resolution No. 2026-059R

RESOLUTION NO. 2026-059R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE UTILIZATION OF THE SOURCEWELL CONTRACT NO. 120324, WHICH IS REASONABLE AND OTHERWISE IN THE BEST INTEREST OF THE CITY OF ST. CLOUD, WHOSE SUBJECT MATTER IS PLASTIC REFUSE AND RECYCLING CONTAINERS WITH RELATED TECHNOLOGY SOLUTIONS, PROVIDING FOR THE AWARD THEREOF TO REHRIG PACIFIC COMPANY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud is in need of plastic refuse and recycling containers with related technology solutions, and

WHEREAS, Sourcewell awarded Contract No. 120324 to Rehrig Pacific Company, and

WHEREAS, the City of St. Cloud wishes to extend the benefit of the Sourcewell Contract No. 120324 pursuant to the City of St. Cloud's Procurement Policy Article VIII, Section 1.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The Sourcewell award to Rehrig Pacific Company for the purchase of Plastic Refuse and Recycling Containers with Related Technology Solutions is found to be in the best interest of the City of St. Cloud.

SECTION II. The City Manager is authorized and is directed to issue a purchase order or "confirmation letter" to said bidder upon a final review of the award process.

SECTION III. The City Manager is specifically authorized to withhold the purchase order or "confirmation letter" upon her determination of any matter or factor, hereafter coming to her attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

SECTION IV. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 11th day of June 2026.

CITY OF ST. CLOUD

ATTEST: Christian B. Robertson, Mayor

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris, & Neal, LLP

Daniel F. Mantzaris, City Attorney

MEMORANDUM REPORT
FOR CITY COUNCIL MEETING – June 11, 2026

TO: Mayor Robertson and Council Members

THRU: Bob Deatherage, Building Department Director
Building Department

FROM: Cristina Soto, Deputy Director of Administration & Technical Services
Building Department

DATE: June 11, 2026

SUBJECT: Resolution No. 2026-048R

Resolution No. 2026-001R was approved by the City Council to amend the existing fee schedule to establish fees for building permit applications

Resolution No. 2026-048R amends the schedule of fees and charges in the following ways:

- In accordance with House Bill 803, the Building Department will eliminate valuation-based permit fees and instead assess fees using either a flat rate or a square footage methodology.
- Permit fees for Commercial New Construction, Commercial Additions, and Multi-Family will be calculated using a newly established commercial square footage fee table.
- A dedicated square footage-based fee table has been developed specifically for applicable commercial permit types.
- Private provider permit discounts will be revised to align with House Bill 803. The current structure provides a 50% discount for either inspection or plan review services, and an 80% discount when both services are performed by a private provider. The revised structure will provide a 25% discount for a single service and a 50% discount when both services are utilized.
- These changes are scheduled to take effect on July 1, 2026.

COST:
There is no cost associated with this item.

STRATEGIC PLAN GOAL:
This item is consistent with the following City of St. Cloud Strategic Goal:

- **High Preforming Government**: Focus on continuity and sustainability of core public services
- **Diverse, Innovative, and Magnetic Economic Development**: Increase the commercial tax base and make the city a desirable business location

STAFF RECOMMENDATION:
Staff recommends **APPROVAL** of Resolution No. 2026-048R

ATTACHMENTS:
- Resolution No. 2026-048R

RESOLUTION NO. 2026-048R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AMENDING THE SCHEDULE OF FEES AND CHARGES PURSUANT TO PART II CITY CODE, CHAPTER 10 – BUILDINGS AND BUILDING REGULATIONS, SECTION 10-3 – PERMIT AND PERMIT FEE REQUIRED AND AMENDING PART III OF THE LAND DEVELOPMENT CODE, CHAPTER 1 – GENERAL PROVISION, ADMINISTRATION, AND BOARDS AND COMMISSIONS, 1.2.8 – FEES AND CHARGES; REPEALING ALL RESOLUTIONS IN CONFLICT AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the Permit and Permit Fees may be set from time to time by resolution of the City Council and were previously amended by Resolution No. 2026-001R on February 01, 2026.

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of St. Cloud that the above-stated resolution be amended as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, as follows:

SECTION I

The City Council of the City of St. Cloud does hereby amend the Schedule of Fees more particularly described and set forth in Exhibit "A – Building Fees" attached hereto.

SECTION II

All determinations regarding definition and processing procedure shall be determined by the City of St. Cloud Land Development Code as required. Any determinations regarding definition and processing procedure not stipulated by the Land Development Code shall be by way of written policy from the City Manager's designee and may be amended from time to time as needed.

SECTION III

The amended schedule of fees and charges shall be posted in the offices of the Building Official and the City Manager and copies of the schedule contained herein shall be made available to the public on demand. The City Manager or his designee shall be directed to collect such fees contemporaneously with applications for procedures.

SECTION IV

All fees not herein specified shall remain as adopted unless otherwise amended by resolution.

SECTION V

The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this resolution in the official records of the City.

SECTION VI

Conflict. Any resolution or part thereof in conflict this resolution is hereby repealed to the extent of such conflict.

SECTION VII

Effective Date. This resolution PASSED AND ADOPTED this 11th of June 2026, shall take effect on the 1st day of July 2026.

PASSED AND ADOPTED this 11th day of June 2026.

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
DEBEAUBIEN, SIMMONS, KNIGHT, MANTZARIS & NEAL LLP

_____
Daniel F. Mantzaris, City Attorney

City of St. Cloud Building Department Fee Schedule

Valuation for the purpose of determining permit fees shall be determined by the valuation standards as established and set forth in the latest ICC Construction Square Footage Cost. Square Footage will include everything under roof. (Impact Fees are not included and will be assessed separately by Community Development)

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Accessory Dwelling Unit[4]		By Sq. Foot Res	X		X		X			X			X	X	X
Accessory Structure[4]	Residential	$65.00	X		X		X			X			X	X	X
	Commercial	$130.00		X		X		X	X				X	X	X
Aluminum Screen Pool Enclosure	Residential	$75.00	X		X					X			X	X	X
	Commercial	$150.00		X		X			X				X	X	X
Commercial Additions[4]		By Sq. Ft Comm		X		X		X	X		X		X	X	X
Commercial Buildout Repairs & Alterations[4]		$870.00		X		X		X	X				X	X	X
Commercial Manufactured Mobile Structure[4]		$300.00		X		X		X	X				X	X	X
Commercial Modular Structure[4]		$275.79		X		X		X	X		X		X	X	X
Commercial New[4]		By Sq. Ft Comm		X		X		X	X		X		X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Commercial Other	Awning	$75.00		X		X			X				X	X	X
	Canopy	$75.00		X		X			X				X	X	X
	Concrete Pad	$100.00		X		X							X	X	X
	Deck or Ramp	$75.00		X		X							X	X	X
	Dumpster Enclosure	$150.00		X		X					X		X	X	X
	Play or Sports Structure	$100.00		X		X							X	X	X
	Solar Re-Roof	$175.00		X									X	X	X
	Screen Enclosure	$75.00		X		X			X		X		X	X	X
Commercial Temporary Trailer or Storage[4]		$300.00		X		X		X	X				X	X	X
Demolition	Commercial	$157.59		X		X			X		X		X	X	X
	Residential	$157.59	X		X				X	X			X	X	X
Dock[4]	Residential	$225.00	X		X								X	X	X
	Commercial	$400.00		X		X			X				X	X	X
Electrical Low Voltage	Residential	$70.00	X										X	X	X
	Commercial	$100.00		X									X	X	X
Electrical Service Upgrade Only	Residential	$50.00	X										X	X	X
	Commercial	$75.00		X									X	X	X
Electrical Stand Alone	Residential	$60.00	X				X						X	X	X
	Commercial	$100.00		X				X					X	X	X
Electrical Sub Permit	Residential	$47.28	X										X	X	X
	Commercial	$47.28		X									X	X	X
	Multi Family	47.28 per unit	X										X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Fire Major[1]	Fire Sprinkler >20 Heads	$83.64										X	X	X	X
	Standpipe	$83.64										X	X	X	X
	Fire Pump	$83.64										X	X	X	X
	Fire Alarm System>20	$83.64										X	X	X	X
	Hood Suppression/Paint Booth/Clean Agent	$83.64										X	X	X	X
	Fireworks	$83.64										X	X	X	X
	Pyrotechnics	$83.64										X	X	X	X
	Radio Enhancement System	$83.64										X	X	X	X
Fire Minor[2]	Emergency Vehicle Gate	$41.82		X								X	X	X	X
	Fire Alarm System up to 20 Devices	$41.82										X	X	X	X
	Fire Sprinkler up to 20 Heads	$41.82										X	X	X	X
	Hot Works	$41.82										X	X	X	X
	Tar Kettle	$41.82										X	X	X	X
	Tent	$41.82				X						X	X	X	X
Fire Underground Line[3]		$204.00										X	X	X	X
Flag Pole	Residential	$70.00	X		X								X	X	X
	Commercial	$115.00		X		X							X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Floodplain Related Requests	Official Flood Determination Letter	$50.00													
	Floodplain Management Technical Review	$50.00													
Garage[4]	Attached	$135.00	X				X			X			X	X	X
	Detached	$235.00	X		X		X			X			X	X	X
Gas Stand Alone	Residential	$75.00	X				X		X				X	X	X
	Commercial	$125.00	X					X	X				X	X	X
Gas Sub Permit	LP	$47.28	X						X				X	X	X
	Natural Gas	$47.28	X						X				X	X	X
	Multi Family	47.28 per unit	X						X				X	X	X
Hurricane Shutters	Residential	$50.00	X										X	X	X
	Commercial	$75.00		X									X	X	X
Irrigation System Potable Residential		$80.00	X										X	X	X
Irrigation System Potable Commercial		$134.00		X									X	X	X
Manufacture Mobile Home Roof Over		$70.00	X										X	X	X
Master Plan - Valid until end of current code cycle.	Multi Family	$153.00							X				X	X	X
	Single Family Attached	$153.00											X	X	X
	Single Family Detached	$153.00											X	X	X
	Pool	$153.00											X	X	X
	Pool With Spa	$153.00											X	X	X
Mechanical Stand Alone	Residential	$65.00	X				X						X	X	X
	Commercial	$185.00		X				X					X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Mechanical Sub Permit	Residential	$47.28	X										X	X	X
	Commercial	$47.28		X									X	X	X
	Multi Family	47.28 per unit	X										X	X	X
Model Conversion[4]	Condominium	$75.00	X		X					X			X	X	X
	Single Family Attached	$75.00	X		X					X			X	X	X
	Single Family Detached	$75.00	X		X					X			X	X	X
Multi Family[4]	Apartments	By Sq. Ft Comm		X		X		X	X		X		X	X	X
	Condominiums	By Sq. Ft Comm		X		X		X	X		X		X	X	X
Open Permit Search		$26.27													
Plumbing Stand Alone	Residential	$50.00	X				X						X	X	X
	Commercial	$100.00		X				X					X	X	X
Plumbing Sub Permit	Residential	$47.28	X										X	X	X
	Commercial	$47.28		X									X	X	X
	Multi Family	47.28 per unit	X										X	X	X
Radio Cell Tower		$100.00		X		X							X	X	X
Reclaim Water Commercial		$134.00		X									X	X	X
Reclaim Water Residential		$80.00	X										X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Residential Additions[4]	Addition	$280.00	X		X		X			X			X	X	X
	Car Port	$125.00	X		X					X			X	X	X
	Deck or Ramp	$50.00	X		X								X	X	X
	Patio Roof New Concrete	$100.00	X		X		X			X			X	X	X
	Patio Roof Existing Concrete	$70.00	X		X		X			X			X	X	X
	Screen Enclosure New Concrete	$105.00	X		X					X			X	X	X
	Screen Enclosure Existing Concrete	$75.00	X		X					X			X	X	X
	Screen Enclosure Concrete Pad with Roof	$95.00	X		X		X			X			X	X	X
Residential Manufactured Mobile Home[4]		$236.39	X		X		X			X			X	X	X
Residential Modular Home[4]		$275.79	X		X		X			X			X	X	X
Residential Other	Awning	$50.00	X		X					X			X	X	X
	Canopy	$50.00	X		X								X	X	X
	Concrete Pad	$60.00	X		X					X			X	X	X
	Play Or Sports	$50.00	X		X								X	X	X
	Solar Re-Roof	$95.00	X										X	X	X
Residential Repairs & Alterations[4]		$140.00	X		X		X						X	X	X
Roofing	Residential	$85.00											X	X	X
	Commercial	$145.00		X									X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Siding or Soffit	Residential	$50.00	X		X								X	X	X
	Commercial	$75.00		X		X							X	X	X
Signs[4]		$75.00		X		X							X	X	X
Single Family Attached[4]	Townhomes	By Sq. Foot Res	X		X		X			X			X	X	X
	Duplex	By Sq. Foot Res	X		X		X			X			X	X	X
	Triplex	By Sq. Foot Res	X		X		X			X			X	X	X
Single Family Detached[4]		By Sq. Foot Res	X		X		X			X			X	X	X
Solar Photovoltaic	Residential	$125.00	X										X	X	X
	Commercial	$175.00		X									X	X	X
Solar Water Heater	Residential	$50.00	X				X						X	X	X
	Commercial	$75.00		X				X					X	X	X
Storage Tank		$75.00		X		X		X	X				X	X	X
Swimming Pool In Ground[4]	Residential	$260.00	X		X		X						X	X	X
	Commercial	$495.00		X		X		X					X	X	X
Swimming Pool or Spa Above Ground[4]	Residential	$55.00	X		X		X						X	X	X
	Commercial	$75.00		X		X		X					X	X	X
Wall Subdivision or Retaining with Footers[4]	Residential	$85.00	X		X		X						X	X	X
	Commercial	$145.00		X		X		X					X	X	X
Window or Door Replacement (Size for Size)	Residential	$75.00													
	Commercial	$100.00											X	X	X

Footnotes	
1 - $83.64 Minimum or $.015 of the valuation	
2 - $41.82 Minimum or $.015 of the valuation	
3 - $204.00 for the first 200 Linear Ft. plus $41.82 for each additional 200 linear ft.	
4- In addition to the permit fee the applicable mechanical, plumbing, electrical and gas sub permit fees will apply if they are apart of the project and will be added to base permit fee.	
**If your project includes irrigation a separate irrigation permit will be required.	
Permit Fees Issued by Square Footage (Commercial)	
0-5,000 SF	.70 per Sq Ft
5001-15,000 SF	$2,500 (first 5,000 SF) + $.0.50 per SF over 5,000
15,001-30,000 SF	$9,000 (first 15,000 SF) + $0.50 per SF over 15,000
30,001 SF and over	$18,000 (first 30,000 SF) + $0.50 per SF over 30,000
Permit Fees Issued by Square Footage (Residential)	
0001 -1,599 sq ft	$1,298.49
1,600 -1,999 sq ft	$1,298.49 for the first 1,599 sq. ft. plus $7.73 for each additional 100 sq. ft. or fraction thereof
2,000 - 2,999 sq ft	$1,329.41 for the first 1,999 sq. ft. plus $9.27 for each additional 100 sq. ft. or fraction thereof
3,000 - 3,999 sq ft	$1,422.15 for the first 2,999 sq. ft. plus $4.64 for each additional 100 sq. ft. or fraction thereof
4,000 - 4,999 sq ft	$1,471.62 for the first 3,999 sq. ft. plus $3.10 for each additional 100 sq. ft. or fraction thereof
5,000 sq ft and over	$1,502.58 for the first 4,999 sq. ft. plus $3.10 for each additional 100 sq. ft. or fraction thereof
MISCELLANEOUS FEES	**FEE**
Re-Inspection Fees	
A charge will be assessed beginning with the second failed Building or Fire inspection, for work rejected due to failure to meet applicable code requirements and/or for work not being ready on the date or the time the inspection was requested.	**$52.53**
Any inspection after the third failed inspection for any project or activity for the same violation specifically or continuously noted in each rejection shall be charged a fee of:	**$210.12**
All re-inspection fees shall be paid in full prior to scheduling the final inspection, prior to permanent power release, and prior to the issuance of the Certificate of Occupancy.	
Weekend/Holiday & After Hour Inspections	**$157.59**
This fee is assessed per permit per day. Holidays are established by the City calendar and after hours are between 5:00 pm & 7:00 am	
Failure to obtain a permit prior to commencement of work	**Double the Permit Fee *this willl include sub fees**

MISCELLANEOUS FEES	FEE
Permit / Application Extensions	**$52.53 or 1/2 the cost of original permit fee whichever is greater**
Requests must be received in writing on the the applicable form and MUST be made prior to the expiration of the permit or permit application showing justifiable cause. The Building Official may grant one (1) or more extension(s) not exceeding 90 days within current code cycle.	
Fee will be subject to include Administrative Fees	
Permit Renewal	**100% of the permit fee or $75.00 whichever is greater**
Permit Renewals, are requests that are made in writing indicating justifiable cause, after the permit has already expired. These will be considered only if the request falls within the same code cycle of permit issuance.	
Fee will be subject to include Administrative Fees	
Abandoned/Revoked Application	
Application/ permits will be considered abandoned or expired if not picked up or not approved within 180 days from application date and any fees collected will be non-refundable. Applications that are deemed Abandoned or revoked that have already been reviewed will require payment of all plan review fees.	
Copies	
Duplicate Permit Card	$21.01
Copy of Plans or Surveys 8 1/2 x 11	$.15 Per Page
Copy of Plans or Surveys 8 1/2 x 14 or Ledger Size	$1.00 Per Page
Copy of Large Plans	$5.00 Per Page
Additional set of Stamped Plans	$2.06 Per Page
The first two stamped plans are included in the permit fee each additional plan provided for review, approval and stamp will be assessed the charge above.	
Plan Revisions / Digital Submittal Printing	
8 1/2 x 11	$5.00 Per Page
8 1/2 x 14 or Ledger Size	$10.00 Per Page
24 x 36 or Larger Plans	$20.00 Per Page
The initial review fee includes response to comments resubmittals. All revisions submitted after permit issuance will be charged the rate above. Permits that are applied for digitally will be made available for the customer digitally, if copies are requested they will incur the above cost per page.	
Non- Digital Submittal Fee	
New Residential Construction (New Single Family)	$250.00 Per Address/ Building
New Commercial Construction (New Structure / Multifamily)	$500.00 Per Address/ Building

MISCELLANEOUS FEES	FEE
Contractor (Sub) Change Out	**$52.53**
Requests must be received in writing by the Building Department on the applicable form. The fee is assessed per permit and per Contractor/Subcontractor/Private Provider.	
Private Provider Discounted Fees (DCA, DBPR and Technology Fees also apply and are additional)	
Commercial & Residential Private Provider Plan Review and Inspection Services	50% Discount of Base Permit Fee & 100% Discount of the Building Plan Review Fee
Commercial & Residential Private Provider Inspection and/or Plan Review ONLY Services	25% Discount of the Base Permit Fee
Breakdown of Administrative Fees	
Technology Fee	3% of: Permit Fee, Bldg., Fire and Flood Plan Review Fees
DCA - Department of Community Affairs	1% of: Permit Fee, Bldg., Fire and Flood Plan Review Fees with a $2.00 minimum
DBPR - Department of Business & Professional Regulation	1.5% of: Permit Fee, Bldg., Fire and Flood Plan Review Fees with a $2.00 minimum
Fire Permit Administration Fee	50% of the Fire Permit Fee

MISCELLANEOUS FEES	FEE
Plan Review Fee	
Building Department	
Commercial	50% of the permit fee
Residential	25% of the permit fee
Public Works Department	
Commercial	7.5% of the permit fee
Residential	5% of the permit fee
Planning & Zoning Department	
Commercial	7.5% of the permit fee
Residential	5% of the permit fee
Fire Department	
Commercial	15% of the permit fee
Floodplain	
Commercial	15% of the permit fee
Residential	10% of the permit fee
Refund Policy	
A written request is required in order to obtain a refund within 30 days of permit issuance. Refunds will be granted for 75% of the original permit fee and will not be granted for permit fees under $100.00. Plan review and Non-Digital Submittal fees are non refundable. No refund will be made on any permit on which construction has begun.	

City of St. Cloud Building Department Fee Schedule

Valuation for the purpose of determining permit fees shall be determined by the valuation standards as established and set forth in the latest ICC Construction Square Footage Cost. Square Footage will include everything under roof. (Impact Fees are not included and will be assessed separately by Community Development)

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Accessory Dwelling Unit[4]		By Sq. Foot Res	X		X		X			X			X	X	X
Accessory Structure[4]	Residential	~~By Value~~ $65.00	X		X		X			X			X	X	X
	Commercial	~~By Value~~ $130.00		X		X		X	X				X	X	X
Aluminum Screen Pool Enclosure	Residential	~~By Value~~ $75.00	X		X					X			X	X	X
	Commercial	~~By Value~~ $150.00		X		X			X				X	X	X
Commercial Additions[4]		~~By Value~~ By Sq. Ft Commercial		X		X		X	X		X		X	X	X
Commercial Buildout Repairs & Alterations[4]		~~By Value~~ $870.00		X		X		X	X				X	X	X
Commercial Manufactured Mobile Structure[4]		~~By Value~~ $300.00		X		X		X	X				X	X	X
Commercial Modular Structure[4]		$275.79		X		X		X	X		X		X	X	X
Commercial New[4]		~~By Value~~ By Sq. Ft Commercial		X		X		X	X		X		X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Commercial Other	Awning	~~By Value~~ $75.00		X		X			X				X	X	X
	Canopy	~~By Value~~ $75.00		X		X			X				X	X	X
	Concrete Pad	~~By Value~~ $100.00		X		X							X	X	X
	Deck or Ramp	~~By Value~~ $75.00		X		X							X	X	X
	Dumpster Enclosure	~~By Value~~ $150.00		X		X					X		X	X	X
	Play or Sports Structure	~~By Value~~ $100.00		X		X							X	X	X
	Solar Re-Roof	~~By Value~~ $175.00		X									X	X	X
	Screen Enclosure	~~By Value~~ $75.00		X		X			X		X		X	X	X
Commercial Temporary Trailer or Storage[4]		~~By Value~~ $300.00		X		X		X	X				X	X	X
Demolition	Commercial	$157.59		X		X			X		X		X	X	X
	Residential	$157.59	X		X				X	X			X	X	X
Dock[4]	Residential	~~By Value~~ $225.00	X		X								X	X	X
	Commercial	~~By Value~~ $400.00		X		X			X				X	X	X
Electrical Low Voltage	Residential	~~By Value~~ $70.00	X										X	X	X
	Commercial	~~By Value~~ $100.00		X									X	X	X
Electrical Service Upgrade Only	Residential	~~By Value~~ $50.00	X										X	X	X
	Commercial	~~By Value~~ $75.00		X									X	X	X
Electrical Stand Alone	Residential	~~By Value~~ $60.00	X				X						X	X	X
	Commercial	~~By Value~~ $100.00		X				X					X	X	X
Electrical Sub Permit	Residential	$47.28	X										X	X	X
	Commercial	$47.28		X									X	X	X
	Multi Family	47.28 per unit	X										X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Fire Major[1]	Fire Sprinkler >20 Heads	$83.64										X	X	X	X
	Standpipe	$83.64										X	X	X	X
	Fire Pump	$83.64										X	X	X	X
	Fire Alarm System>20	$83.64										X	X	X	X
	Hood Suppression/Paint Booth/Clean Agent	$83.64										X	X	X	X
	Fireworks	$83.64										X	X	X	X
	Pyrotechnics	$83.64										X	X	X	X
	Radio Enhancement System	$83.64										X	X	X	X
Fire Minor[2]	Emergency Vehicle Gate	$41.82		X								X	X	X	X
	Fire Alarm System up to 20 Devices	$41.82										X	X	X	X
	Fire Sprinkler up to 20 Heads	$41.82										X	X	X	X
	Hot Works	$41.82										X	X	X	X
	Tar Kettle	$41.82										X	X	X	X
	Tent	$41.82				X						X	X	X	X
Fire Underground Line[3]		$204.00										X	X	X	X
Flag Pole	Residential	~~By Value~~ $70.00	X		X								X	X	X
	Commercial	~~By Value~~ $115.00		X		X							X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Floodplain Related Requests	Official Flood Determination Letter	$50.00													
	Floodplain Management Technical Review	$50.00													
Garage[4]	Attached	~~By Value~~ $135.00	X				X			X			X	X	X
	Detached	~~By Value~~ $235.00	X		X		X			X			X	X	X
Gas Stand Alone	~~LP~~ Residential	~~By Value~~ $75.00	X				X		X				X	X	X
	~~Natural Gas~~ Commercial	~~By Value~~ $125.00	X					X	X				X	X	X
Gas Sub Permit	LP	$47.28	X						X				X	X	X
	Natural Gas	$47.28	X						X				X	X	X
	Multi Family	47.28 per unit	X						X				X	X	X
Hurricane Shutters	Residential	~~By Value~~ $50.00	X										X	X	X
	Commercial	~~By Value~~ $75.00		X									X	X	X
Irrigation System Potable Residential		$80.00	X										X	X	X
Irrigation System Potable Commercial		$134.00		X									X	X	X
Manufacture Mobile Home Roof Over		~~By Value~~ $70.00	X										X	X	X
Master Plan - Valid until end of current code cycle.	Multi Family	$153.00							X				X	X	X
	Single Family Attached	$153.00											X	X	X
	Single Family Detached	$153.00											X	X	X
	Pool	$153.00											X	X	X
	Pool With Spa	$153.00											X	X	X
Mechanical Stand Alone	Residential	~~By Value~~ $65.00	X				X						X	X	X
	Commercial	~~By Value~~ $185.00		X				X					X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Mechanical Sub Permit	Residential	$47.28	X										X	X	X
	Commercial	$47.28		X									X	X	X
	Multi Family	47.28 per unit	X										X	X	X
Model Conversion[4]	Condominium	~~By Value~~ $75.00	X		X					X			X	X	X
	~~Mobile Home~~	~~By Value~~	X		X					X			X	X	X
	Single Family Attached	~~By Value~~ $75.00	X		X					X			X	X	X
	Single Family Detached	~~By Value~~ $75.00	X		X					X			X	X	X
Multi Family[4]	Apartments	~~By Value~~ By Sq Ft Commercial		X		X		X	X		X		X	X	X
	Condominiums	~~By Value~~ By Sq. Ft Commercial		X		X		X	X		X		X	X	X
Open Permit Search		$26.27													
Plumbing Stand Alone	Residential	~~By Value~~ $50.00	X				X						X	X	X
	Commercial	~~By Value~~ $100.00		X				X					X	X	X
Plumbing Sub Permit	Residential	$47.28	X										X	X	X
	Commercial	$47.28		X									X	X	X
	Multi Family	47.28 per unit	X										X	X	X
Radio Cell Tower		~~By Value~~ $100.00		X		X							X	X	X
Reclaim Water Commercial		$134.00		X									X	X	X
Reclaim Water Residential		$80.00	X										X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Residential Additions[4]	Addition	~~By Value~~ $280.00	X		X		X			X			X	X	X
	Car Port	~~By Value~~ $125.00	X		X					X			X	X	X
	Deck or Ramp	~~By Value~~ $50.00	X		X								X	X	X
	Patio Roof New Concrete	~~By Value~~ $100.00	X		X		X			X			X	X	X
	Patio Roof Existing Concrete	~~By Value~~ $70.00	X		X		X			X			X	X	X
	Screen Enclosure New Concrete	~~By Value~~ $105.00	X		X					X			X	X	X
	Screen Enclosure Existing Concrete	~~By Value~~ $75.00	X		X					X			X	X	X
	Screen Enclosure Concrete Pad with Roof	$95.00	X		X					X			X	X	X
Residential Manufactured Mobile Home[4]		$236.39	X		X		X			X			X	X	X
Residential Modular Home[4]		$275.79	X		X		X			X			X	X	X
Residential Other	Awning	~~By Value~~ $50.00	X		X					X			X	X	X
	Canopy	~~By Value~~ $50.00	X		X								X	X	X
	Concrete Pad	~~By Value~~ $60.00	X		X					X			X	X	X
	Play Or Sports	~~By Value~~ $50.00	X		X								X	X	X
	Solar Re-Roof	~~By Value~~ $95.00	X										X	X	X
Residential Repairs & Alterations[4]		~~By Value~~ $140.00	X		X		X						X	X	X
Roofing	Residential	~~By Value~~ $85.00											X	X	X
	Commercial	~~By Value~~ $145.00		X									X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Siding or Soffit	Residential	~~By Value~~ $50.00	X		X								X	X	X
	Commercial	~~By Value~~ $75.00		X		X							X	X	X
Signs[4]		~~By Value~~ $75.00		X		X							X	X	X
Single Family Attached[4]	Townhomes	By Sq. Foot Res	X		X		X			X			X	X	X
	Duplex	By Sq. Foot Res	X		X		X			X			X	X	X
	Triplex	By Sq. Foot Res	X		X		X			X			X	X	X
Single Family Detached[4]		By Sq. Foot Res	X		X		X			X			X	X	X
Solar Photovoltaic	Residential	~~By Value~~ $125.00	X										X	X	X
	Commercial	~~By Value~~ $175.00		X									X	X	X
Solar Water Heater	Residential	~~By Value~~ $50.00	X				X						X	X	X
	Commercial	~~By Value~~ $75.00		X				X					X	X	X
Storage Tank		~~By Value~~ $75.00		X		X		X	X				X	X	X
Swimming Pool In Ground[4]	Residential	~~By Value~~ $260.00	X		X		X						X	X	X
	Commercial	~~By Value~~ $495.00		X		X		X					X	X	X
Swimming Pool or Spa Above Ground[4]	Residential	~~By Value~~ $55.00	X		X		X						X	X	X
	Commercial	~~By Value~~ $75.00		X		X		X					X	X	X
Wall Subdivision or Retaining with Footers[4]	Residential	~~By Value~~ $85.00	X		X		X						X	X	X
	Commercial	~~By Value~~ $145.00		X		X		X					X	X	X
Window or Door Replacement (Size for Size)	Residential	~~By Value~~ $75.00											X	X	X
	Commercial	~~By Value~~ $100.00											X	X	X

Footnotes	
1 - $83.64 Minimum or $.015 of the valuation	
2 - $41.82 Minimum or $.015 of the valuation	
3 - $204.00 for the first 200 Linear Ft. plus $41.82 for each additional 200 linear ft.	
4- In addition to the permit fee the applicable mechanical, plumbing, electrical and gas sub permit fees will apply if they are apart of the project and will be added to base permit fee.	
**If your project includes irrigation a separate irrigation permit will be required.	
~~Permit Fees Issued by Valuation~~	
~~$0.01-$1,000.00~~	~~$38.77~~
~~$1,000.01 -$15,000.00~~	~~$38.69 for the first $1,000.00 plus $2.80 for each additional thousand or fraction thereof~~
~~$15,000.01 - $25,000.00~~	~~$78.05 for the first $15,000.00 plus $4.53 for each additional thousand or fraction thereof~~
~~$25,000.01 - $40,000.00~~	~~$123.20 for the first $25,000.00 plus $4.53 for each additional thousand or fraction thereof~~
~~$40,000.01 - $100,000.00~~	~~$191.05 for the first $40,000.00 plus $3.87 for each additional thousand or fraction thereof~~
~~$100,000.01 - $500,000.00~~	~~$423.64 for the first $100,000.00 plus $2.80 for each additional thousand or fraction thereof~~
~~$500,000.01 and over~~	~~$1,543.58 for the first $500,000.00 plus $2.58 for each additional thousand or fraction thereof~~
Permit Fees Issued by Square Footage (Commercial)	
0-5,000 SF	.70 per Sq Ft
5001-15,000 SF	$2,500 (first 5,000 SF) + $.0.50 per SF over 5,000
15,001-30,000 SF	$9,000 (first 15,000 SF) + $0.50 per SF over 15,000
30,001 SF and over	$18,000 (first 30,000 SF) + $0.50 per SF over 30,000
Permit Fees Issued by Square Footage (Residential)	
0001 -1,599 sq ft	$1,298.49
1,600 -1,999 sq ft	$1,298.49 for the first 1,599 sq. ft. plus $7.73 for each additional 100 sq. ft. or fraction thereof
2,000 - 2,999 sq ft	$1,329.41 for the first 1,999 sq. ft. plus $9.27 for each additional 100 sq. ft. or fraction thereof
3,000 - 3,999 sq ft	$1,422.15 for the first 2,999 sq. ft. plus $4.64 for each additional 100 sq. ft. or fraction thereof
4,000 - 4,999 sq ft	$1,471.62 for the first 3,999 sq. ft. plus $3.10 for each additional 100 sq. ft. or fraction thereof
5,000 sq ft and over	$1,502.58 for the first 4,999 sq. ft. plus $3.10 for each additional 100 sq. ft. or fraction thereof

MISCELLANEOUS FEES	FEE
Re-Inspection Fees	
A charge will be assessed beginning with the second failed Building or Fire inspection, for work rejected due to failure to meet applicable code requirements and/or for work not being ready on the date or the time the inspection was requested.	**$52.53**
Any inspection after the third failed inspection for any project or activity for the same violation specifically or continuously noted in each rejection shall be charged a fee of:	**$210.12**
All re-inspection fees shall be paid in full prior to scheduling the final inspection, prior to permanent power release, and prior to the issuance of the Certificate of Occupancy.	

Weekend/Holiday & After Hour Inspections	**$157.59**
This fee is assessed per permit per day. Holidays are established by the City calendar and after hours are between 5:00 pm & 7:00 am	
Failure to obtain a permit prior to commencement of work	**Double the Permit Fee *this willl include sub fees**
MISCELLANEOUS FEES	**FEE**
Permit / Application Extensions	**$52.53 or 1/2 the cost of original permit fee whichever is greater**
Requests must be received in writing on the the applicable form and MUST be made prior to the expiration of the permit or permit application showing justifiable cause. The Building Official may grant one (1) or more extension(s) not exceeding 90 days within current code cycle.	
Fee will be subject to include Administrative Fees	
Permit Renewal	**100% of the permit fee or $75.00 whichever is greater**
Permit Renewals, are requests that are made in writing indicating justifiable cause, after the permit has already expired. These will be considered only if the request falls within the same code cycle of permit issuance.	
Fee will be subject to include Administrative Fees	
Abandoned/Revoked Application	
Application/ permits will be considered abandoned or expired if not picked up or not approved within 180 days from application date and any fees collected will be non-refundable. Applications that are deemed Abandoned or revoked that have already been reviewed will require payment of all plan review fees.	
Copies	
Duplicate Permit Card	$21.01
Copy of Plans or Surveys 8 1/2 x 11	$.15 Per Page
Copy of Plans or Surveys 8 1/2 x 14 or Ledger Size	$1.00 Per Page
Copy of Large Plans	$5.00 Per Page
Additional set of Stamped Plans	$2.06 Per Page
The first two stamped plans are included in the permit fee each additional plan provided for review, approval and stamp will be assessed the charge above.	
Plan Revisions / Digital Submittal Printing	
8 1/2 x 11	$5.00 Per Page
8 1/2 x 14 or Ledger Size	$10.00 Per Page
24 x 36 or Larger Plans	$20.00 Per Page
The initial review fee includes response to comments resubmittals. All revisions submitted after permit issuance will be charged the rate above. Permits that are applied for digitally will be made available for the customer digitally, if copies are requested they will incur the above cost per page.	
Non- Digital Submittal Fee	
New Residential Construction (New Single Family)	$250.00 Per Address/ Building
New Commercial Construction (New Structure / Multifamily)	$500.00 Per Address/ Building

MISCELLANEOUS FEES	FEE
Contractor (Sub) Change Out	**$52.53**
Requests must be received in writing by the Building Department on the applicable form. The fee is assessed per permit and per Contractor/Subcontractor/Private Provider.	
Private Provider Discounted Fees (DCA, DBPR and Technology Fees also apply and are additional)	
Commercial & Residential Private Provider Plan Review and Inspection Services	~~80%~~ 50% Discount of Base Permit Fee & 100% Discount of the Building Plan Review Fee
Commercial & Residential Private Provider Inspection and/or Plan Review ONLY Services	~~50%~~ 25% Discount of the Base Permit Fee
Breakdown of Administrative Fees	
Technology Fee	3% of: Permit Fee, Bldg., Fire and Flood Plan Review Fees
DCA - Department of Community Affairs	1% of: Permit Fee, Bldg., Fire and Flood Plan Review Fees with a $2.00 minimum
DBPR - Department of Business & Professional Regulation	1.5% of: Permit Fee, Bldg., Fire and Flood Plan Review Fees with a $2.00 minimum
Fire Permit Administration Fee	50% of the Fire Permit Fee

MISCELLANEOUS FEES	FEE
Plan Review Fee	
Building Department	
Commercial	50% of the permit fee
Residential	25% of the permit fee
Public Works Department	
Commercial	7.5% of the permit fee
Residential	5% of the permit fee
Planning & Zoning Department	
Commercial	7.5% of the permit fee
Residential	5% of the permit fee
Fire Department	
Commercial	15% of the permit fee
Floodplain	
Commercial	15% of the permit fee
Residential	10% of the permit fee
Refund Policy	
A written request is required in order to obtain a refund within 30 days of permit issuance. Refunds will be granted for 75% of the original permit fee and will not be granted for permit fees under $100.00. Plan review and Non-Digital Submittal fees are non refundable. No refund will be made on any permit on which construction ~~was~~ has begun.	

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-070R Odom Family - Cemetery Perpetual Maintenance Agreement

Park & Recreation Agenda Item:
Resolution No. 2026-070R, a resolution of the City Council of the City of St. Cloud, Florida, approving two Perpetual Maintenance Agreements for cemetery plots located at Mount Peace Cemetery; authorizing the City Manager to execute the agreements; and providing for an effective date.
COST: No cost associated with this item.
This item is to approve two Perpetual Maintenance agreements between the City of St. Cloud and Augusta Odom for cemetery plots located within Mount Peace Cemetery. The two agreements provide limited policy exceptions for the Odom family for Lots 55 and 56 of section L, only.

Strategic Key Focus Areas:
Diverse Innovative and Magnetic Economic Development

Background Information:
Augusta Odom has requested limited policy exceptions and entered into two Perpetual Maintenance Agreements for cemetery plots located in Section L, Lot 55, for Eloise Odom, and Section L, Lot 56, for Kimberly Odom. The agreements provide that the plot owner shall be responsible for the ongoing maintenance and care of the cemetery plots, including vegetation control, cleaning, upkeep, and compliance with all cemetery regulations. The agreements further provide limited policy exceptions allowing the placement of border bricks, gravel, and tarp material for grass control at the identified plots.

Legal Authority:
City of St. Cloud Charte Section 2.04

Budget and Recommendation:
Cost: No cost associated with this item.

Staff recommends **APPROVAL** of Resolution No. 2026-070R

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
6/11/2026-Final Action

Attachments:
1. 2026-070R - Resolution - Odom Family
2. Eloise Odom - Section L - Lot 55
3. Kimberly Odom - section L - Lot 56
4. 2026-070R - Mount Peace Cemetery - Perputual Main. Agreement - Staff Report

RESOLUTION NO. 2026-070R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, APPROVING TWO PERPETUAL MAINTENANCE AGREEMENTS FOR CEMETERY PLOTS LOCATED AT MOUNT PEACE CEMETERY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud maintains and regulates Mount Peace Cemetery in accordance with City policies and procedures; and

WHEREAS, Augusta Odom has requested limited policy exceptions and entered into Perpetual Maintenance Agreements for cemetery plots located in Section L, Lot 55 for Eloise Odom and Section L Lot 56 for Kimberly Odom; and

WHEREAS, the agreements provide that the plot owner shall be responsible for the ongoing maintenance and care of the cemetery plots, including vegetation control, cleaning, upkeep, and compliance with all applicable cemetery regulations; and

WHEREAS, the agreements further provide limited policy exceptions allowing the placement of border bricks, gravel, and tarp material for grass control at the identified plots; and

WHEREAS, the City Council finds that approval of the agreements is in the best interest of the City and consistent with the orderly maintenance and operation of Mount Peace Cemetery.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA AS FOLLOWS:

SECTION I. The foregoing recitals are hereby ratified and confirmed as true and correct and incorporated herein by this reference.

SECTION II. The City Council hereby approves the Perpetual Maintenance Agreements for Mount Peace Cemetery, Section L, Lot 55 (Eloise Odom) and Section L, Lot 56 (Kimberly Odom).

SECTION III. The City Manager is hereby authorized to execute the agreements and any related documents necessary to implement this Resolution.

SECTION IV. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City of St. Cloud this 11th day of June 2026.

City of St. Cloud

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris & Neal

_____
Daniel Mantzaris, City Attorney

Perpetual Maintenance Agreement

This Perpetual Maintenance Agreement is made and entered into on this __May__ day of ___5____, 2026 by and between:

City of St. Cloud, Florida

1300 9th Street

St. Cloud, FL 3476

(Hereinafter referred to as "the City")

and

Plot Owner:

Name:_____Augusta Odom_____

Address:____16210 Orange Ave._____

City/ State/ Zip:____Saint Cloud, Fl 34769_____

Phone:____407-922-2459_____

Email:____Augustaodom@gmail.com_____

(Hereinafter referred to as "the owner"

Purpose

The purpose of this Agreement is to ensure the ongoing maintenance and care of the cemetery plot described below, with the Owner accepting full responsibility for maintaining the plot in accordance with City standards and Cemetery regulations.

Description of Cemetery Plot

Cemetery Name: Mount Peace Cemetery

Section:_____L_____

Lot:_____55_____

Plot Number:___Eloise Odom (Occupant)_____

Limited Policy Exception

In exchange for the maintenance obligations set forth below, the City grants to the Owner a limited exception to the City Cemetery policies to allow Owner to:

- _____Lay Boarder Bricks_____.
- _____Lay Gravel_____.
- _____Tarp to keep grass away_____.

The Owner expressly acknowledges and agrees that:

- This agreement constitutes a limited exception to the City Cemetery policies and procedures for the above-stated purposes.
- This exception applies only to the Plot identified herein.
- This agreement shall not act as or be interpreted to create any property right or entitlement for Owner and shall not act as or be interpreted to create any entitlement or right for any other individual or owner of a plot in the cemetery.

Owner's Maintenance Responsibilities

The Owner agrees to be solely responsible for the regular and ongoing maintenance of the cemetery plot in accordance with City standards, including but not limited to:

- General upkeep of the plot area and vegetation control
- Removal of weeds, debris, and refuse
- Cleaning, care, and repair of monuments, markers, borders, vases, and personal items
- Ensuring the plot remains clean, safe, and in compliance with all cemetery rules and regulations, except as specifically modified herein

The Owner acknowledges that failure to maintain the plot may result in the City performing necessary maintenance and charging the Owner for such services in accordance with City policy.

City Shall:

- Inspect the Plot periodically for compliance
- Notify the Owner if the plot does not meet the City's maintenance standards
- Recover from the Owner all actual costs incurred by the City for such maintenance or corrective action

The City is not responsible for upkeep, repair, loss or replacement of individual plot markers, monuments, decorations, or personal items placed on the plot.

Compliance With Cemetery Rules

The Owner agrees to comply with all current and future cemetery policy and procedures adopted by the City. Copies of applicable rules have been provided to the Owner or made available for review.

Term

This agreement is perpetual and remains in effect for the duration of ownership of the burial rights associated with the plot.

Enforcement

If the Owner fails to maintain the plot after notice has been provided, the City reserves the right to:

- Perform necessary maintenance, and
- Charge the Owner or successors for the actual cost of services provided.
- Terminate this agreement and restore the plot to the condition it was in prior to the date that this agreement was executed by Owner.

Signatures

Owner:

Signature: Augusta Odom

Printed Name: Augusta Odom

Date: 5/13/26

Veronica Miller, City Manager

Signature:_____

Printed Name:_____

Date:_____

Perpetual Maintenance Agreement

This Perpetual Maintenance Agreement is made and entered into on this __May__ day of ___5____, 2026 by and between:

City of St. Cloud, Florida

1300 9th Street

St. Cloud, FL 3476

(Hereinafter referred to as "the City")

and

Plot Owner:

Name:_____Augusta Odom_____

Address:____16210 Orange Ave._____

City/ State/ Zip:____Saint Cloud, Fl 34769_____

Phone:____407-922-2459_____

Email:____Augustaodom@gmail.com_____

(Hereinafter referred to as "the owner"

Purpose

The purpose of this Agreement is to ensure the ongoing maintenance and care of the cemetery plot described below, with the Owner accepting full responsibility for maintaining the plot in accordance with City standards and Cemetery regulations.

Description of Cemetery Plot

Cemetery Name: Mount Peace Cemetery

Section:_____L_____

Lot:_____56_____

Plot Number: Kimberly Odom (Occupant)_____

Limited Policy Exception

In exchange for the maintenance obligations set forth below, the City grants to the Owner a limited exception to the City Cemetery policies to allow Owner to:

- Lay Boarder Bricks.
- Lay Gravel.
- Tarp to keep grass away.

The Owner expressly acknowledges and agrees that:

- This agreement constitutes a limited exception to the City Cemetery policies and procedures for the above-stated purposes.
- This exception applies only to the Plot identified herein.
- This agreement shall not act as or be interpreted to create any property right or entitlement for Owner and shall not act as or be interpreted to create any entitlement or right for any other individual or owner of a plot in the cemetery.

Owner's Maintenance Responsibilities

The Owner agrees to be solely responsible for the regular and ongoing maintenance of the cemetery plot in accordance with City standards, including but not limited to:

- General upkeep of the plot area and vegetation control
- Removal of weeds, debris, and refuse
- Cleaning, care, and repair of monuments, markers, borders, vases, and personal items
- Ensuring the plot remains clean, safe, and in compliance with all cemetery rules and regulations, except as specifically modified herein

The Owner acknowledges that failure to maintain the plot may result in the City performing necessary maintenance and charging the Owner for such services in accordance with City policy.

City Shall:

- Inspect the Plot periodically for compliance
- Notify the Owner if the plot does not meet the City's maintenance standards
- Recover from the Owner all actual costs incurred by the City for such maintenance or corrective action

Limited Policy Exception

In exchange for the maintenance obligations set forth below, the City grants to the Owner a limited exception to the City Cemetery policies to allow Owner to:

- Lay Boarder Bricks.
- Lay Gravel.
- Tarp to keep grass away.

The Owner expressly acknowledges and agrees that:

- This agreement constitutes a limited exception to the City Cemetery policies and procedures for the above-stated purposes.
- This exception applies only to the Plot identified herein.
- This agreement shall not act as or be interpreted to create any property right or entitlement for Owner and shall not act as or be interpreted to create any entitlement or right for any other individual or owner of a plot in the cemetery.

Owner's Maintenance Responsibilities

The Owner agrees to be solely responsible for the regular and ongoing maintenance of the cemetery plot in accordance with City standards, including but not limited to:

- General upkeep of the plot area and vegetation control
- Removal of weeds, debris, and refuse
- Cleaning, care, and repair of monuments, markers, borders, vases, and personal items
- Ensuring the plot remains clean, safe, and in compliance with all cemetery rules and regulations, except as specifically modified herein

The Owner acknowledges that failure to maintain the plot may result in the City performing necessary maintenance and charging the Owner for such services in accordance with City policy.

City Shall:

- Inspect the Plot periodically for compliance
- Notify the Owner if the plot does not meet the City's maintenance standards
- Recover from the Owner all actual costs incurred by the City for such maintenance or corrective action

The City is not responsible for upkeep, repair, loss or replacement of individual plot markers, monuments, decorations, or personal items placed on the plot.

Compliance With Cemetery Rules

The Owner agrees to comply with all current and future cemetery policy and procedures adopted by the City. Copies of applicable rules have been provided to the Owner or made available for review.

Term

This agreement is perpetual and remains in effect for the duration of ownership of the burial rights associated with the plot.

Enforcement

If the Owner fails to maintain the plot after notice has been provided, the City reserves the right to:

- Perform necessary maintenance, and
- Charge the Owner or successors for the actual cost of services provided.
- Terminate this agreement and restore the plot to the condition it was in prior to the date that this agreement was executed by Owner.

Signatures

Owner:

Signature: Augusta Odom

Printed Name: Augusta Odom

Date: 5/13/26

Veronica Miller, City Manager

Signature:_____

Printed Name:_____

Date:_____

MEMORANDUM REPORT
FOR CITY COUNCIL
June 11, 2026

To: Mayor Robertson and Council Members

From: Stephanie Holtkamp, Parks and Recreation Director

Subject: Resolution No. 2026-070R

Date: May 20, 2026

REQUEST:
Staff is requesting review and direction regarding Resolution No. 2026-070R. A perpetual maintenance agreement for Mount Peace Cemetery plots has been requested by a resident.

BACKGROUND:
The City of St. Cloud maintains Mount Peace Cemetery in accordance with adopted cemetery policies and procedures. The owner of the cemetery plots located in Section L, Lots 55 and 56 has requested approval of Perpetual Maintenance Agreements to allow limited exceptions to current cemetery regulations for the placement of border bricks, gravel, and tarp material for grass and weed control purposes.

OVERVIEW:
The agreements pertain to the following plots:

- Section L, Lot 55 – Eloise Odom
- Section L, Lot 56 – Kimberly Odom

Under the proposed agreements, the plot owner accepts full responsibility for the ongoing maintenance, care, and upkeep of the plots, including vegetation control, debris removal, and maintenance of any personal improvements or decorations placed within the plot areas.

The agreements further provide that:

- The exception applies only to the identified plots;
- The City retains the right to inspect the plots for compliance with cemetery standards;
- The owner is responsible for all maintenance and corrective actions associated with the plots; and
- The City may terminate the agreements if the plots are not maintained in accordance with cemetery standards.

STRATEGIC PLAN GOALS:
This item is consistent with the following City of St. Cloud Strategic Plan Goals:

- **Effective Community Safety –** Strong collaborations and partnerships with the community.

COST: No Cost

ATTACHMENTS:
1. Resolution
2. Perpetual Maintenance Agreement – Eloise Odom (Section L, Lot 55)
3. Perpetual Maintenance Agreement – Kimberly Odom (Section L, Lot 56)

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-073R - Owners Rep for Hopkins Community Center

Procurement Agenda Item:
Resolution No. 2026-073R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the agreement for Project Management Services with Skanska SIS Group dba Skanska USA Building, Inc. for Hopkins Park Community Center-Construction, and providing an effective date.
COST: up to $247,525.00
This item is to approve a task authorization with Skanska SIS Group dba Skanska USA Building, Inc. for project management services for the construction of the Hopkins Park Community Center.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
Per Stephanie Holtkamp, Parks and Recreation Director, project management services for the Hopkins Park Community Center will ensure that the project is completed efficiently, within budget, and to the expected quality standards, while addressing any challenges that may arise.

Legal Authority:
Resolution No. 2024-079R approved on June 13, 2024.

Budget and Recommendation:
Budgeted $247,525.00 /Actual Cost up to $247,525.00
300-9595-572.34-00
Project No. PR2402
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:
06/11/2026 - Final Action

Attachments:

1. Resolution No. 2026-073R
2. TA-Skanska Hopkins Community Center

RESOLUTION NO. 2026-073R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TASK AUTHORIZATION TO THE AGREEMENT FOR PROJECT MANAGEMENT SERVICES WITH SKANSKA SIS GROUP DBA SKANSKA USA BUILDING, INC. FOR HOPKINS PARK COMMUNITY CENTER-CONSTRUCTION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has an Agreement for Project Management Services, and

WHEREAS, the City is in need of project management services for Hopkins Park Community Center, and

WHEREAS, Skanska SIS Group dba Skanska USA Building, Inc. has submitted a proposal for Project Management Services for Hopkins Park Community Center-Construction.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The City Manager is authorized and is directed to enter into a task authorization to that certain Agreement dated July 31, 2024 between the City of St. Cloud and Skanska SIS Group dba Skanska USA Building, Inc., as approved by the City Attorney, for project management services for Hopkins Park Community Center-Construction.

SECTION II. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 11th day of June 2026.

CITY OF ST. CLOUD

_____

ATTEST: Christian B. Robertson, Mayor

_____

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris, & Neal, LLP

_____

Daniel F. Mantzaris, City Attorney

TASK AUTHORIZATION TO CONSULTANT SERVICES
AGREEMENT FOR PROJECT MANAGEMENT SERVICES
WITH SKANSKA SIS GROUP dba SKANSKA USA BUILDING, INC.
FOR HOPKINS PARK COMMUNITY CENTER-CONSTRUCTION

This task authorization is by and between Skanska SIS Group dba Skanska USA Building, Inc., 400 N. Ashley Drive, Suite 400, Tampa, Florida 33602, hereinafter referred to as "CONSULTANT," and the City of St. Cloud, Florida, 1300 9th Street, St. Cloud, Florida 34769, hereinafter referred to as "CITY," and is to that certain agreement between the parties dated July 31, 2024, approved by the City Council under Resolution No. 2024-079R, and any amendments thereto, hereinafter collectively referred to as the "Agreement." The parties, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

1. This task authorization expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this task authorization shall prevail.

   In addition to all other services, terms, obligations, and warranties set forth in the Agreement, CONSULTANT shall perform the tasks as detailed in Attachment 'A' – Hopkins Park Community Center, Project Management Services – Construction.

   The total cost of consultant services is not to exceed $247,525.00 without prior written approval from the City of St. Cloud.

2. All other terms and conditions set forth in the agreement shall remain in full force and effect and unchanged as agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement for the purposes herein expressed on the dates set forth below.

CITY OF ST. CLOUD, FLORIDA	SKANSKA SIS GROUP dba SKANSKA USA BUILDING, INC.
BY:	By:
_____	_____
Veronica Miller, City Manager	
	_____
	Print Name/Title
Date:_____	Date:_____
ATTEST:	ATTEST:
_____	_____
Ivy Llauro, City Clerk	
	_____
	Print Name/Title
Date:_____	Date:_____

SKANSKA

Skanska USA Building Inc.
Integrated Solutions

400 North Ashley Drive, #400
Tampa, FL 33602
540-432-2860
curtis.elswick@skanska.com
usa.skanska.com

May 6, 2026

Leslie Flores, NIGP-CPP, CPPB
Procurement Services Director
City of St. Cloud
1300 9th Street
St. Cloud, FL 34769

RE: Proposal for Owner's Project Management / Construction Management (PM/CM) Services
Hopkins Park Community Center – Project No. 23254.01

Dear Ms. Flores:

Skanska is pleased to submit this proposal to provide comprehensive Owner's Project Management and Construction Management services for the Hopkins Park Community Center Project. The project consists of a new 17,110 SF, two-story, Type IIB, fully-sprinklered community facility including complete architectural build-out, tilt-up concrete wall systems, structural steel framing, HVAC, electrical, plumbing, fire protection, low voltage systems, and site/civil improvements.

- Skanska is relying upon the Designer and Contractor for proper performance under their respective agreements.
- Any services that constitute design, architecture, or engineering are excluded. The detailed scope of work agreed to by the parties in connection with specific projects shall govern the requirements of Skanska's services.
- The agreed upon hourly rates included within this proposal are auditable for application only.

Our team is prepared to serve as the City's dedicated representative, overseeing the project's construction and closeout to monitor cost and schedule adherence, quality, compliance, and coordination, including the required interface with Toho Water Authority's separately contracted sanitary lift station work.

SCOPE OF SERVICES

General (All Phases)

• Maintain and manage the Owner's project budget with monthly forecasting and cost-to-complete analysis.
• Review contractor pay applications and provide recommendations for approval.
• Maintain Owner project documentation and turn over complete project files at closeout.

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• Provide monthly progress reports covering schedule, cost, risks, procurement, and construction progress.
• Serve as liaison between the City, Architect (The Lunz Group), Contractor, Toho Water Authority, and testing agencies.
• Track all RFIs, submittals, ASIs, and directives throughout the project duration.

Contractor Onboarding

- Bidder Questions & Clarification Support
    - Receive, track, and respond to bidder inquiries related to scope, providing clear technical clarifications and supporting formal addendum responses.
- Contractor Bid Review & Analysis
    - Evaluate contractor proposals for completeness, alignment with project requirements, and technical feasibility; identify discrepancies or missing elements.
- Contractor Selection Assistance
    - Support the City and project team during contractor evaluations and interviews, offering technical insight and recommendations based on SIS expertise.
- Pre-Award Scope Finalization & Planning
    - Assist in refining contractor scopes of work, review early submittals, and provide input on schedule, sequencing, and coordination needs.
- Contractor Onboarding & Kickoff Participation
    - Participate in kickoff meetings to communicate project expectations, documentation standards, communication protocols, and project coordination procedures.
- Mobilization & Integration into Project Workflow
    - Coordinate site access, safety requirements, scheduling, and establish project management tools, reporting structures, and field readiness.

Construction Phase

• Provide on-site representation as required to monitor construction progress and quality.
• Oversee and coordinate all interface points with Toho Water Authority regarding lift station integration.
• Monitor contractor compliance with contract documents, schedule, safety requirements, and quality.
• Manage submittals, RFIs, change orders, pay applications, testing, inspections, and commissioning workflows.
• Participate in OAC meetings and maintain action item logs.
• Review and recommend action on change orders and proposed time extensions.
• Facilitate risk identification and mitigation.
• Oversee mock-ups, first installations, and corrective actions.
• Support FF&E and signage coordination and assist with move-in planning.

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Post-Construction / Closeout

- Manage contract closeout and ensure timely completion of all closeout deliverables.
- Coordinate system start-up, commissioning, staff training, and operational turnover.
- Develop punch lists and monitor contractor completion.
- Review and deliver all O&M manuals, warranties, attic stock inventories, and final documentation.
- Review as-built drawings for completeness and accuracy.

PROPOSED FEE

Skanska proposes to provide the services described above for a **lump-sum fee of $247,525.00** to be billed as a percentage of completion on a monthly basis.

This fee includes:
- A Project Manager and support staff as required for an expected 12 months of construction and 2 months of closeout.
- All required local travel.
- Communications, project management software, and technology resources.
- Normal printing and copying.
- Safety equipment and administrative support.

Thank you for the opportunity to support the City on another key community improvement project. Skanska is committed to ensuring the successful delivery of the Hopkins Park Community Center and stands ready to proceed upon your direction.

Sincerely,

Curtis Elswick, CCM
Sr. Vice President / Regional Executive
Skanska USA Building, Inc.

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-074R - Osceola County HOME Consortium

Procurement Agenda Item:
Resolution No. 2026-074R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing participation in the Osceola County HOME Investment Partnership Program consortium for federal fiscal years 2027–2029; authorizing the execution of a consortium agreement with Osceola County; authorizing the Mayor to execute all necessary documents; and providing an effective date.
COST: No cost associated with this item.
This item is to approve the execution of a HOME Investment Partnership Program consortium agreement with Osceola County for federal fiscal years 2027-2029.

Strategic Key Focus Areas:
Diverse Innovative and Magnetic Economic Development

Background Information:
Participation in the Osceola County Board of County Commissioners HOME Consortium would provide the City of St. Cloud access to federal HOME funding to support affordable housing initiatives such as rehabilitation programs, homebuyer assistance, and affordable housing development. By joining the consortium, the City would also benefit from regional collaboration and administrative support from Osceola County, which serves as the lead agency and manages much of the HUD compliance, reporting, and program administration requirements. Participation can help maximize limited housing resources, reduce administrative burden on City staff, and support the City's ongoing efforts to address local housing needs.

Legal Authority:
Code of Federal Regulations 24 CFR 92.101

Budget and Recommendation:
No cost associated with this item.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:

06/11/2026 - Final Action

Attachments:
1. Resolution No. 2026-074R
2. Interlocal Agreement - ST. Cloud CDBG urban qualification 2026

RESOLUTION NO. 2026-074R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING PARTICIPATION IN THE OSCEOLA COUNTY HOME INVESTMENT PARTNERSHIP PROGRAM CONSORTIUM FOR FEDERAL FISCAL YEARS 2027–2029; AUTHORIZING THE EXECUTION OF A CONSORTIUM AGREEMENT WITH OSCEOLA COUNTY; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the HOME Investment Partnerships Program ("HOME Program"), authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, provides federal funding to support affordable housing activities for low- and moderate-income households; and

WHEREAS**,** the U.S. Department of Housing and Urban Development (HUD) permits eligible local governments to form a HOME Consortium for the purpose of obtaining and administering HOME Program funds; and

WHEREAS, Osceola County serves as the lead entity for the Osceola County HOME Consortium and has invited the City of St. Cloud to participate in the Consortium for the qualification period covering Federal Fiscal Years 2027–2029; and

WHEREAS, participation in the HOME Consortium allows member jurisdictions to collaboratively address local affordable housing needs and provides access to federal HOME Program funding and resources; and

WHEREAS, the City of St. Cloud finds that continued participation in the Osceola County HOME Consortium serves the public interest by supporting the development, preservation, and expansion of affordable housing opportunities for residents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida**,** as follows:

SECTION I. The City of St. Cloud hereby authorizes participation in the Osceola County HOME Consortium for the Federal Fiscal Years 2027–2029 qualification period.

SECTION II. The Mayor or Designee, on behalf of the City of St. Cloud, Florida, is set to execute the HOME Consortium Agreement and any amendments, certifications, or other documents necessary to effectuate participation in the Consortium.

SECTION III. The Mayor or Designee is further authorized to take all actions necessary and appropriate to carry out the intent of this Resolution.

SECTION IV. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, on this 11th day of June 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED.
deBeaubien, Simmons, Knight, Mantzaris & Neal LLP

_____
Daniel F. Mantzaris, City Attorney

INTERLOCAL AGREEMENT OF COOPERATION
BETWEEN OSCEOLA COUNTY
AND
THE CITY OF ST. CLOUD, FLORIDA
RELATING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
EMERGENCY SOLUTIONS GRANT,
AND THE
HOME INVESTMENT PARTNERSHIP PROGRAM

This Agreement is made between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida, 34741, and its successors and assigns, hereinafter called the "COUNTY", and the CITY OF ST. CLOUD, a municipal corporation pursuant to the laws of the State of Florida, and its successors and assigns, 1300 9th Street, St. Cloud, Florida, 34769, hereinafter called the "CITY."

WHEREAS, Florida Statutes, Chapter 163, known as the "Florida Interlocal Corporation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and, thereby, provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into interlocal agreements of cooperation with certain units of local government to undertake or assist in undertaking essential activities pursuant to the Community Development Block Program (CDBG), Emergency Solutions Grant (ESG), and Home Investment Partnership Program (HOME) allocations, at such time as the COUNTY becomes eligible to receive ESG and HOME allocations; and

WHEREAS, before the end of each three-year term, the COUNTY, by the date specified in HUD's urban county qualification notice for the next qualification period, will notify the CITY, in writing, of its right not to participate in the urban county for a successive three-year term with a copy of the notification sent to the HUD Jacksonville Field Office.

WHEREAS, it is the desire of the parties that the COUNTY undertake activities necessary to plan and carry out or assist in carrying out the ESG Program and HOME Program for the benefit of residents of Osceola County.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, receipt of which is hereby acknowledged by the parties, the parties hereby agree, stipulate and covenant as follows:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The COUNTY and CITY hereby agree that the parameters of this Agreement cover both the ESG Program and the HOME Program.

Section 3. The CITY hereby authorizes the COUNTY to submit for and receive ESG and HOME allocations from the United States Department of Housing and Urban Development (HUD), which includes the CITY's population for the purposes of calculating and receiving ESG and HOME allocations directly to the COUNTY.

Section 4. The COUNTY shall, at no cost to the CITY, provide staff resources and other services necessary for planning and administering the ESG Program and HOME Program.

Section 5. By executing this AGREEMENT, the CITY hereby acknowledges that:

a) It may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's ESG and HOME Programs; and

b) It may receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the CITY cannot form a HOME consortium with other local governments; and

c) It may receive a formula allocation under the ESG Program only through the urban county.

Section 6. The CITY hereby acknowledges that pursuant to 24 CFR 570.501(b), it is subject to the same requirements that are applicable to sub recipients, including the requirement of this written Agreement, as more particularly set forth in 24 CFR 570.503.

Section 7. The COUNTY and the CITY do hereby agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities. The COUNTY will ensure that CITY officials and the citizens of the CITY have direct and frequent access to and influence on the process by which decisions are made concerning ESG and HOME projects which either directly or indirectly affect the CITY, through public hearing requirements as part of the consolidated planning process.

Section 8. The COUNTY and the CITY shall cooperate in the implementation of the approved consolidated plan during the period of the Agreement for which the COUNTY qualifies as an urban county, and for additional time as may be required for the expenditure of funds granted to the COUNTY for such period. The COUNTY has final responsibility for selecting ESG and HOME activities, where applicable, and filing the consolidated plan and annual action plans with HUD.

No party to the agreement may obstruct the implementation of the Urban County's HUD approved Consolidated Plan during the period issued by the department, either by veto or other restriction.

Section 9. The CITY does hereby agree to inform the COUNTY, in writing, of any income generated by the expenditure of ESG or HOME, if applicable, funds received by the CITY, and that such program income must be paid to the COUNTY. The CITY agrees that any program income authorized to be retained under a separate agreement may only be used for eligible activities in accordance with all ESG and HOME where applicable requirements apply.

Section 10. The parties agree that the COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the CITY, as set forth in 24 CFR 570.501 and 570.504. In the event the CITY closes out an income generating project or becomes eligible to receive ESG, and HOME where applicable, funds as an entitlement community, any program income on hand or received related to the COUNTY's services on behalf of the CITY and subsequent to the close out or change in status shall be paid to the COUNTY.

Section 11. Pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, CITY shall not sell, trade or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives ESG or HOME funds in exchange for any other funds, credit or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 12. The parties do hereby mutually commit to take all actions necessary to assure compliance activities in or in support of any cooperating units of general local government to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and 5.105(a). Both parties will comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. Both parties will comply with other applicable laws. This agreement prohibits urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within Osceola County or that impedes the county's actions to comply with the county's fair housing certification.

Section 13. The CITY and the COUNTY shall only be liable for negligence under this Agreement to the extent permitted under Chapter 768.28 of the Florida Statues, as it may be amended from time to time. This section shall not be construed as waiving any defense or limitations which either party may have against any claim or cause of action by any person not a party to the Agreement.

Section 14. The term of this Agreement shall extend from the date of execution through September 30, 2030; however, the terms of this Agreement will remain in effect until the ESG or HOME where applicable, funds and program income received, with respect to the three year qualification period, Federal Fiscal Years 2027, 2028, and 2029 and any successive qualification periods under this agreement are fully expended and the funded activities are complete. This agreement will automatically renew for a one three-year successive qualification period unless the COUNTY or CITY provides written notice it elects not to participate in a new qualification period. The COUNTY by a date specified in HUD's urban county qualification notice for the next qualification period, the COUNTY will notify the CITY by letter of its right not to participate. The COUNTY and the CITY may not terminate or withdraw from the Agreement during the three-year qualification period covered by the Agreement.

Section 15. Both the COUNTY and CITY will adopt any amendment to this agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an urban county qualification notice applicable for a subsequent three-year urban county qualification period.

Section 16. The COUNTY and CITY agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities.

Section 17. By signing this Agreement, the CITY hereby verifies that it has adopted and is currently enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and a policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such a nonviolent civil rights demonstration within its jurisdiction.

Section 18. Whenever in this Agreement it shall be required or permitted that notice be given or served by either party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that purpose, sent by facsimile, nationally recognized overnight carrier, or deposited in the United States Mail overnight delivery or by certified or registered mail, postage prepaid, return receipt requested, addressed to the other party as follows:

COUNTY	CITY
County Manager	City Manager
Osceola County Board of County Commissioners	City of St. Cloud
1 Courthouse Square, Suite 4700	1300 9th Street
Kissimmee, Florida 34741	St. Cloud, Florida 34769

Section 19. Applicable Law/Venue/Remedies/Waiver of Jury Trial.

(a) This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

(b) Venue for any proceeding arising under this Agreement shall be in the Ninth Judicial Circuit in and for Osceola County, Florida, as to State actions, and the United States District Court for the Middle District of Florida's to Federal actions.

(c) In the event of a dispute between any of the parties hereto regarding the subject matter of this Agreement, they each agree to submit same to non-binding mediation, and shall cooperate in good faith in appointing a qualified mediator and in attending and participating in mediation of such dispute. Each party shall pay their own attorney and consultant fees and costs incurred in connection with any such mediation, and shall split equally all fees and costs of the mediator. In the event that such dispute cannot be resolved by mediation, then the parties hereto shall have all rights and remedies available under Florida law in connection with the enforcement of the terms and conditions of this Agreement. Each party shall be responsible for its own attorney fees and costs in the event of such dispute.

(d) By their execution hereof, each party hereby knowingly, voluntarily and intentionally agrees to waive its right to jury trial in connection with any dispute arising from this Agreement.

Section 20. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver to, or of, any other breach or default in the performance of that party, of the same of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law or in equity.

Section 21. Construction.

(a) This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that both herein played an equal party in reciprocity in drafting this Agreement.

(b) Capitalized terms contained herein shall have no more force or effect than uncapitalized terms.

(c) Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation or construction of meaning of this Agreement.

Section 22. If any provision of this Agreement, or its application to any person, entity or circumstance is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entitles or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

Section 23. The COUNTY and CITY has or will adopt and enforce a policy prohibiting the use of excessive forces by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy enforcing applicable state and local laws against physically baring entrance to or exit from a facility or location which is subject to such non-violent civil rights demonstrations within Osceola County

Section 24. No default as to any provision of this Agreement on the part of any of the parties hereto shall be claimed or charged by any party against any other until notice thereof has been given to all parties, in writing, and such default remains uncured for a period of ten (10) days after such notice.

Section 25. This Agreement shall take effect on the date that this Agreement is fully executed by the CITY or the COUNTY, whichever is later.

Section 26. In compliance with 24 CFR 570.503(6) and 2 CFR 200.339, should the CITY fail to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or COUNTY may impose additional conditions, as described in § 200.208. If the Federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the CITY.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or the COUNTY may recommend such a proceeding be initiated by a Federal awarding agency).

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

Section 27. Upon expiration of this Agreement, CITY shall transfer to the COUNTY any HOME or ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME or ESG funds. CITY shall also ensure that any real property under CITY's control that was acquired or improved in whole or in part with HOME or ESG funds in excess of $25,000 is either:

(i) Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or

(ii) Not used in accordance with Section 27(i) of this Agreement, then CITY shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-HOME or ESG funds for the acquisition of, or improvement to, the property. The payment is program income to the COUNTY. (No payment is required after the period of time specified in Section 27(i).)

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the CITY and the COUNTY do hereby authorize and have executed this Agreement as of the dates written.

BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

By_____
Chair/Vice-Chair

ATTEST:

_____
Clerk/Deputy Clerk
Date: _____

CITY COMMISSION
CITY OF ST. CLOUD

By _____
Mayor

ATTEST:

_____
City Clerk
Date: _____

Counsel for the COUNTY and CITY does hereby state that the terms and provisions of this Agreement are fully authorized under state and local law, and that the Agreement provides full legal authority for the COUNTY and CITY to undertake or assist in undertaking essential community development and housing assistance activities; specifically urban renewal and publicly-assisted housing.

_____
County Attorney

_____
City Attorney

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-076R Quit Claim Deed To Progress Development (Stevens Tracts 6 & 8A)

City Manager Agenda Item:
Resolution No. 2026-076R, a resolution of the City Council of the City of St. Cloud, Florida, approving the execution and delivery of a quit claim deed for certain real property from the City of St. Cloud to Progress Development Holding, LLC and authorizing the Mayor to execute the quit claim deed and providing and effective date.
COST: no cost associated with this item.
This item is to approve a quit claim deed for Tracts 6 & 8A in the Stevens Plantation DSD.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
In 2023 the Stevens Plantation DSD sold Tracts 6 & 8A of the Corporate Campus to LRS Associates Partners, LLC. At the time of the sale, the title commitment obtained by the closing agent for this transaction revealed a 1996 deed of a portion of Tracts wherein the Mary A. Stevens Corporation had conveyed property to the City. A copy of the deed is attached. The deed apparently is related to an old borrow pit for which the city, we understand, is required to maintain monitoring wells. We surmise that due to the plat and replat of the area, previous title searches did not identify the 1996 deed as a title exception. The property subject to the 1996 deed was ultimately incorporated into the Stevens Plantation property.

Additionally, in 2009 and 2016, the Stevens Plantation granted to the City utility easements on the Tracts. Copies of these easements are also attached. For your information, a similar issue was discovered at the time of the sale of Tracts 4 & 5 to Madison Grove, LLC. In 2022, prior to the closing of the Madison Grove sale, the City Council addressed the issue by approving a quit claim deed for the portion of the property reflected in the 1996 deed.

The buyers of Tracts 6 & 8A elected to close on the transaction with the understanding that the issues related to the 1996 deed would be resolved in the same manner the City resolved the Madison Grove issue. In 2023, the City was contacted by Progress Development, the new owners of Tracts 6 & 8A, requesting the City address the issue similarly to how the Madison Grove issue had been addressed. In 2023, our office prepared the appropriate resolution and quit claim deed, however, the item was never presented to the City Council. We have recently been contacted by Progress Development requesting the city re-address the issue.

Attached herein and for your consideration at the June 11, 2026, meeting is a quit claim deed transferring the property interest the City was granted from by the 1996 deed to the Stevens DSD. As we have indicated, any apparent interest in the property that the city may have had has been incorporated or transferred into the Stevens project, therefore, there is no longer a public use or purpose need for the property. The City does have, however, an interest and need to retain

the public utility easements obtained in 2009 and 2016. The proposed quit claim deed includes language that protects the City's easement rights. Based on the foregoing and to facilitate the development of the subject two tracts as intended, it is requested the Council approve a resolution approving the quit claim deed and authorizing the Mayor to execute the deed.

Legal Authority:
City Charter Sec 2.01 and Sec 2.04

Budget and Recommendation:
Staff recommends Approval of Resolution 2026-076R

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
6/11/2026-Final Action

Attachments:
1. Progress Dev QCD Memo
2. Resolution 2026-076R
3. Quit Claim Deed 6LJ380402
4. Mary Stevens Corp to City Deed
5. tract 6 utility easement
6. tract 8 utility easement

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Orlando, Florida 32802-0087
(407) 422-2454
Telefax (407) 849-1845
E-Mail: dmantzaris@dsklawgroup.com
Direct Dial (407) 992-3540

MEMORANDUM

TO : **Mayor Robertson and Council Members**

FROM : **Daniel F. Mantzaris, City Attorney** DFM

DATE : **May 21, 2026**

RE : **Quit Claim Deed to Progress Development (Stevens Tracts 6 & 8A)**

In 2023 the Stevens Plantation DSD sold Tracts 6 & 8A of the Corporate Campus to LRS Associates Partners, LLC. At the time of the sale, the title commitment obtained by the closing agent for this transaction revealed a 1996 deed of a portion of Tracts wherein the Mary A. Stevens Corporation had conveyed property to the City. A copy of the deed is attached. The deed apparently is related to an old borrow pit for which the city, we understand, is required to maintain monitoring wells. We surmise that due to the plat and replat of the area, previous title searches did not identify the 1996 deed as a title exception. The property subject to the 1996 deed was ultimately incorporated into the Stevens Plantation property.

Additionally, in 2009 and 2016 the Stevens Plantation granted to the City utility easements on the Tracts. Copies of these easements are also attached. For your information, a similar issue was discovered at the time of the sale of Tracts 4 & 5 to Madison Grove, LLC. In

2022 prior to the closing of the Madison Grove sale, the City Council addressed the issue by approving a quit claim deed for the portion of the property reflected in the 1996 deed.

The buyers of Tracts 6 & 8A elected to close on the transaction with the understanding that the issues related to the 1996 deed would be resolved in the same manner the City resolved the Madison Grove issue. In 2023, the City was contacted by Progress Development the new owners of Tracts 6 & 8A, requesting the City address the issue similarly to how the Madison Grove issue had been addressed. In 2023 our office prepared the appropriate resolution and quit claim deed, however, the item was never presented to the City Council. We have recently been contacted by Progress Development requesting the city re-address the issue.

Attached herein and for your consideration at the June 12, 2026, meeting is a quit claim deed transferring the property interest the City was granted from by the 1996 deed to the Stevens DSD. As we have indicated, any apparent interest in the property that the city may have had has been incorporated or transferred into the Stevens project, therefore, there is no longer a public use or purpose need for the property. The City does have, however, an interest and need to retain the public utility easements obtained in 2009 and 2016. The proposed quit claim deed includes language that protects the City's easement rights. Based on the foregoing and to facilitate the development of the subject two tracts as intended, it is requested the Council approve a resolution approving the quit claim deed and authorizing the Mayor to execute the deed.

If you have any questions, or wish to discuss this matter further, please do not hesitate to contact me.

RESOLUTION NO. 2026-076R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, APPROVING THE EXECUTION AND DELIVERY OF A QUIT CLAIM DEED FOR CERTAIN REAL PROPERTY FROM THE CITY OF ST. CLOUD TO PROGRESS DEVELOPMENT HOLDING, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE QUIT CLAIM DEED AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, by deed dated March 27, 1996, a copy of which is attached hereto, certain property described therein was deeded to the City ("Property"); and,

WHEREAS, upon platting of the Stevens Plantation Project and the subsequent platting and replatting of the Stevens Corporate Campus, to the extent applicable, the Property was incorporated into and made a part of the Stevens Plantation Project; and,

WHEREAS, subsequently the Stevens Plantation Improvement Project Dependent Special District conveyed a portion of the Property, specifically Tracts 6 and 8A ("Tracts"), to Progress Development Holding, LLC ("Progress"); and,

WHEREAS, Progress is obtaining financing to develop the Tracts ("Financing"); and,

WHEREAS, to facilitate the Financing the proposed lender has requested that the City execute a quit claim deed to Progress for the Tracts; and,

WHEREAS, by virtue of the above referenced plat and replat, the City does not have an actual property interest in the Tracts; and,

WHEREAS, the City has determined that the Tracts are unnecessary for its public purposes; and,

WHEREAS, the City has determined that disposal of the Tracts is in the best interest of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, OSCEOLA COUNTY, FLORIDA:

Section 1. The City Council of the City of St. Cloud, Florida does hereby approve the execution and deliver of a Quit Claim Deed to Progress Development Holding, LLC and authorized the Mayor to execute the Quit Claim Deed attached hereto and incorporated herein as Exhibit A.

Section 2. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida on the 11th day of June, 2026.

[signatures on next page]

CITY OF ST. CLOUD

_____
Mayor, Christian B. Robertson

ATTEST:

_____
City Clerk, Ivy Llauro

LEGAL IN FORM AND VALID IF ADOPTED.
deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____
City Attorney, Daniel F. Mantzaris

Prepared by: Daniel F. Mantzaris, Esq.
Return to: Ivy Llauro, City Clerk
1300 Ninth Street
St. Cloud, FL 34769

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and entered into this _____ day of _____, 2026, by and between the CITY OF ST. CLOUD, a Florida Municipal Corporation, whose address is 1300 Ninth Street, St. Cloud, FL 34769, hereinafter referred to as GRANTOR, and PROGRESS DEVELOPMENT HOLDING, LLC, a Florida limited liability company, whose post office address is 1420 Celebration Blvd., Suite 200, Celebration, FL 34747, hereinafter referred to as GRANTEE.

WITNESSETH:

FOR AND IN CONSIDERATION OF the payment of TEN DOLLARS ($10) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE all of GRANTOR'S rights, entitlements and interest in the real property described below being situate in the County of Osceola, State of Florida, to-wit:

Tract 6, STEVENS PLANTATION CORPORATE CAMPUS REPLAT, according to the map or plat thereof as recorded in Plat Book 20, Page 133, Public Records of Osceola County, Florida. Parcel #R152630-070200010060

AND

Tract 8A, STEVENS PLANTATION CORPORATE CAMPUS REPLAT 8A , according to the map or plat thereof as recorded in Plat Book 21, Page 126, Public Records of Osceola County, Florida. Parcel #R152630-0704000108A0

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and all of grantor's interest in all the phosphate, minerals, metals and petroleum that are or may be in, on, or under the said land, it being the intent of the grantor to disclaim all interest in the foregoing as would otherwise be reserved if not herein transferred and disclaimed pursuant to Florida Statute 270.11(1).

LESS AND EXCEPT Public Utility Easement recorded in Book 4937 Pages 344-347 of the Public Records of Osceola County, Florida

AND LESS AND EXCEPT Public Utility Easement recorded in Book 3971 Pages 2995-2997 of the Public Records of Osceola County, Florida.

TO HAVE AND TO HOLD said property unto said GRANTEE, its successors and/or assigns forever.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses

_____
_____
Printed Name
Address: _____
_____

_____
Printed Name
Address:_____
_____

CITY OF ST. CLOUD, FLORIDA

By: _____
Christian B. Robertson, Mayor
As authorized by Res. No.: 2026 – 076R of the City Council.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2026 by Christian B. Robertson, as Mayor of the City of St. Cloud, Florida, who ___ is personally known to me or ___ has produced _____ as identification.

SEAL

_____
Notary Public, State of Florida

_____
Printed Name of Notary Public

Corporate Warranty Deed

MEL WILLS, JR.
CLERK OF THE CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA

BOOK 1317 PAGE 0861
INSTRUMENT # 96-026765
DATE 03/28/96 TIME 10:29
VERIFIED BY KEM

DOC STAMP $952.00

This Indenture, made this 27th day of March A.D. 19 96 , **Between**

Mary A. Stevens Corporation

whose post office address is: 2275 Canoe Creek Road
St. Cloud, FL. 34769

a corporation existing under the laws of the State of Florida , Grantor and

City of St. Cloud, Florida

whose post office address is: 2901 Seventeenth St.
St. Cloud, Fl 34769

Grantees' SSN:

Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of (Ten & NO/100) Dollars, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Osceola , State of Florida, to wit:

See Attached Schedule "A"

Subject to covenants, restrictions and easements of record. Subject also to taxes for 1995 and subsequent years.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Mary A. Stevens Corporation

Signed and Sealed in Our Presence:

Name: C.D. Lewis, Jr.

Name: B. Culbertson

By: William A. Stevens
William A. Stevens
Its President
2275 Canoe Creek Rd.
St. Cloud, Fl

(Corporate Seal)

State of Florida
County of Osceola

The foregoing instrument was acknowledged before me this 27th day of March , 19 96 , by William A. Stevens of Mary A. Stevens Corporation a corporation existing under the laws of the State of Florida , on behalf of the corporation. He/She is personally known to me or has produced as identification.

B. Culbertson
Print Name:
Notary Public
My Commission Expires:

B. CULBERTSON
MY COMMISSION # CC324278 EXPIRES
January 29, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

PREPARED BY: Janet Baker
RECORD & RETURN TO:
Land Title & Survey, Inc.
2301 13th St.
St. Cloud, FL 34769
File No: 96-203

CWD-1
5/93

Schedule "A"

A tract of land lying in Section 15, Township 26 South, Range 30 East comprising all of Lots 6, 7 and 8 and portions of Lots 5, 9, 10, 11 and 12 according to the SEMINOLE LAND AND INVESTMENT COMPANY'S, INC. Subdivision of said Section 15, as recorded in Plat Book "B", page 6 of the Public Records of Osceola County, Florida; more particularly described as beginning at the Northwest corner of said Section 15; run thence S89°59'41"E, 2221.56 feet along the North line of said Section 15; run thence S00°25'18"E, 400.00 feet; run thence N89°59'41"W, 2221.56 feet to a point on the West line of said Section 15; run thence N00°25'18"W, 400.00 feet along the West line of said Section 15 to the Point of Beginning.

Return to: City of St. Cloud – A. Farmer
1300 Ninth Street,
St. Cloud, FL 34769

PUBLIC UTILITY EASEMENT

CFN 2016047547
Bk 4937 Pgs 344-347 (4 Pgs)
DATE: 04/01/2016 11:52:57 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES $35.50
DEED DOC $0.70

For recording use only

THIS EASEMENT made 1/21, 2016,

between Stevens Plantation IPDSD,

whose interest is fee simple or if other than fee simple is:

None
(if none other, write none)

of Osceola County, Florida, herein referred to as GRANTOR, and the CITY OF ST. CLOUD, a Florida Municipal Corporation, 1300 9th Street, St. Cloud, Florida 34769, herein referred to as GRANTEE;

GRANTOR, in consideration of TEN DOLLARS ($10.00), and other valuable consideration to GRANTOR paid by GRANTEE, receipt of which is acknowledged, does hereby grant an EASEMENT IN GROSS to GRANTEE forever, to have and to hold for all public uses traditionally made of a PUBLIC UTILITY EASEMENT, limited solely to, use for the installation of public utility systems specifically potable water, sanitary sewer, reclaim water, landfill monitoring wells, landfill monitoring equipment, and drainage, and the right of ingress and egress to construct, maintain, repair, and replace facilities necessary for said purpose; over, under, above and through the following described lands in Osceola County, Florida, to-wit:

A STRIP OF LAND LYING WITHIN SECTION 15, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN ATTACHED LEGAL DESCRIPTION.

Parcel I.D. No. 15-26-30-0702-0001-0060 Acres +/- 0.14

GRANTOR warrants that it owns fee simple title to the subject property and/or has full power, right and authority, and is duly authorized to enter into this Agreement, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder. GRANTOR further agrees to hold harmless and defend GRANTEE from any action, claim or damage, including attorney fees, related in any manner to GRANTOR's breach of the aforesaid warranty.

Reserving to the GRANTOR all rights not inconsistent with said easement, including reversion upon release.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hands and seal the day and year first above written.

Signed in the presence of:

Linda P. Jaworski
(Print Name) Linda P. Jaworski

(Print Name) Ivy De La Cruz

By: Rebecca Borders
Print Name: Rebecca Borders, Chair
Address: 1300 9th Street
St. Cloud, FL 34769

By: N/A
Print Name:
Address:

(Print Name)

(Print Name)

ACKNOWLEDGEMENT ON PAGE 2

Return to: City of St. Cloud – A. Farmer
1300 Ninth Street,
St. Cloud, FL 34769

STATE OF FLORIDA

COUNTY OF OSCEOLA

On January 21st, 2016, the foregoing instrument was acknowledged before me by Rebecca Borders, and n/a

and who (is) (are) personally known to me or who have produced n/a and n/a as identification and who (did) (did not) take an oath.

For recording use only

IVY DE LA CRUZ
Notary Public - State of Florida
My Comm. Expires Oct 5, 2016
Commission # EE 840743

Notary Public (Signature)

Ivy De La Cruz

Notary Public (Typed, Printed, or Stamped)

ACCEPTED BY the City of St. Cloud by action of the City Council at its meeting of: 2/25/16

Rebecca Borders, Mayor

ATTEST:

Linda P. Jaworski, City Clerk

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud, 1300 Ninth Street; St. Cloud, Florida 34769

SKETCH OF DESCRIPTION
PARCEL

LEGAL DESCRIPTION

Easement described as follows:

Beginning at the Northwest corner of Tract 6, Stevens Plantation Corporate Campus Replat, as filed and recorded in Plat Book 20, pages 133 thru 136 of the public records of Osceola County, Florida, thence run S82°54'13"E, along the North line of said Tract 6, a distance of 252.14 feet to the Northeast corner of said Tract 6; thence run S00°22'45"E, along the East line of said Tract 6, a distance of 7.54 feet; thence run S89°41'53"W, a distance of 250.00 feet to a point on the West line of said Tract 6; thence run N00°22'45"W, along said West line, a distance of 40.00 feet to the POINT OF BEGINNING.

Containing 5,941+/− Sq. Ft., 0.14+/− Acres.

LEGEND

L.B.	LICENSED BUSINESS	TEL.	TELEPHONE
SEC.	SECTION	NO.	NUMBER
TWP.	TOWNSHIP	#	NUMBER
RNG.	RANGE	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
O.R.B.	OFFICIAL RECORDS BOOK	R.L.S.	REGISTERED LAND SURVEYOR
PG.	PAGE	C1	CURVE NUMBER
R/W	RIGHT OF WAY	L1	LINE NUMBER
Δ	CENTRAL ANGLE	℄	PROPERTY LINE
R	RADIUS	○	DESCRIPTIVE POINT
L	LENGTH	S.L.I.C.	SEMINOLE LAND & INVESTMENT COMPANY'S
CD	CHORD DISTANCE	N&D	NAIL AND DISK
CB	CHORD BEARING	ID	IDENTIFICATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	CM	CONCRETE MONUMENT
EXST.	EXISTING	(P)	PLAT
NAD	NORTH AMERICAN DATUM	C.R.	COUNTY ROAD
F.B.	FIELD BOOK	P.O.C	POINT OF COMMENCEMENT
DEPT.	DEPARTMENT	P.O.B	POINT OF BEGINNING

NOTES
BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 1990 ADJUSTMENT)
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: CITY OF ST. CLOUD ENGINEERING DEPT.

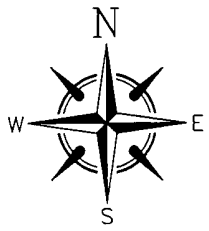
SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

DATE OF SKETCH	1/5/2016	REVISIONS
SCALE	1" = 100'	
F.B.	PAGE	
SECTION	15	
TWP. 26	S., RNG. 30 E.	
JOB NO.	15-173	SHEET 1 OF 2

JOHNSTON'S SURVEYING, INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

1-5-16
RICHARD D. BROWN, P.S.M. #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION
EASEMENT



SCALE 1"=100'

TRACT A2

STEVENS PLANTATION
CORPORATE CAMPUS REPLAT 8A
DRAINAGE RETENTION TRACT
PER P.B. 21 PG. 126

P.O.B
NW CORNER
OF TRACT 6

S82°54'13"E 252.14'
NORTH LINE OF TRACT 6

NE CORNER
OF TRACT 6

40' DRAINAGE & MAINTENANCE EASEMENT

40'

EASEMENT

S89°41'53"W 250.00'

7.54'

(TOTAL) 350.00'
WEST LINE OF TRACT 6

N00°22'45"W

EAST LINE OF TRACT 6
419.10' (TOTAL)

20' DRAINAGE EASEMENT

S00°22'45"E
NON-RADIAL

TRACT 5

TRACT 6

STEVENS PLANTATION
CORPORATE CAMPUS REPLAT
DRAINAGE RETENTION TRACT
PER P.B 20 PG. 133–136

TRACT 8A

PER P.B 21 PG. 126

S89°41'53"W 2.92'

R=140.00'
Δ=28°23'06"
L=69.36'
CB=N76°06'34"W
CD=68.65'

R=160.06'
Δ=22°05'55"
L=61.74'
CB=S72°33'53"E
CD=61.35'

10'

10'

PT

PC

40'

N61°55'01"W 138.93'

PROGRESS BOULEVARD

40'

PI

PC

40'

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

SHEET 2 OF 2

Return to: City of St. Cloud – A. Farmer
1300 Ninth Street,
St. Cloud, FL 34769

CFN 2010052477
Bk 03971 Pgs 2995 - 2997; (3pgs)
DATE: 04/13/2010 02:21:55 PM
MALCOM THOMPSON, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES 27.00

For recording use only

PUBLIC UTILITY EASEMENT

THIS EASEMENT made September 22, 2009,

between Osceola Development Group, LLC,

whose interest is fee simple or if other than fee simple is:

None
(if none other, write none)

of Osceola County, Florida, herein referred to as GRANTOR, and the CITY OF ST. CLOUD, a Florida Municipal Corporation, 1300 9th Street, St. Cloud, Florida 34769, herein referred to as GRANTEE;

GRANTOR, in consideration of TEN DOLLARS ($10.00), and other valuable consideration to GRANTOR paid by GRANTEE, receipt of which is acknowledged, does hereby grant an EASEMENT IN GROSS to GRANTEE forever, to have and to hold for all public uses traditionally made of a PUBLIC UTILITY EASEMENT, including, but not limited to, use for the installation of public utility systems including potable water, sanitary sewer, reclaim water, and drainage, and the right of ingress and egress to construct, maintain, repair, and replace facilities necessary for said purpose; over, under, above and through the following described lands in Osceola County, Florida, to-wit:

A STRIP OF LAND LYING WITHIN SECTION 15, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN ATTACHED LEGAL DESCRIPTION.

Parcel I.D. No. 152630070200010140 Acres 0.05 +/-

GRANTOR warrants that it owns fee simple title to the subject property and/or has full power, right and authority, and is duly authorized to enter into this Agreement, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder. GRANTOR further agrees to hold harmless and defend GRANTEE from any action, claim or damage, including attorney fees, related in any manner to GRANTOR's breach of the aforesaid warranty.

Reserving to the GRANTOR all rights not inconsistent with said easement, including reversion upon release.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hands and seal the day and year first above written.

signed, sealed and delivered
in the presence of:

Debora L. Salisbury
(Print Name) Debora L. Salisbury

Linda Hart
(Print Name) LINDA HART

Debora L. Salisbury
(Print Name) Debora L. Salisbury

Linda Hart
(Print Name) LINDA HART

By:
Print Name/Title: Shawn D. Hindle, MGR
Address: 2228 Jessica Lane
Kissimmee, FL 34744

By:
Print Name/Title: Larry W Walter, MGR
Address: 3851 Cisnes ST.
Kissimmee, Fla, 34746

ACKNOWLEDGEMENT ON PAGE 2

1 OF 2

Return to: City of St. Cloud – A. Farmer
1300 Ninth Street,
St. Cloud, FL 34769

For recording use only

STATE OF FLORIDA

COUNTY OF OSCEOLA

On Sept. 22nd, 2009, the foregoing instrument was acknowledged before me by Shawn D. Hindle, and Larry W. Walter and who (is)(are) personally known to me or who have produced _____ and ___ _____ as identification and who (did) (did not) take an oath.

DEBORA L. SALISBURY
Comm# DD0845932
Expires 3/19/2013
Florida Notary Assn., Inc

Debora L. Salisbury
Notary Public (Signature)

Debora L. Salisbury
Notary Public (Typed, Printed, or Stamped)

ACCEPTED BY the City of St. Cloud by action of the City Council at its meeting of: 2/25/10

Donna Hart
Donna Hart, Mayor

ATTEST:

Linda P. Jaworski
Linda P. Jaworski, City Clerk

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud, 1300 Ninth Street; St. Cloud, Florida 34769

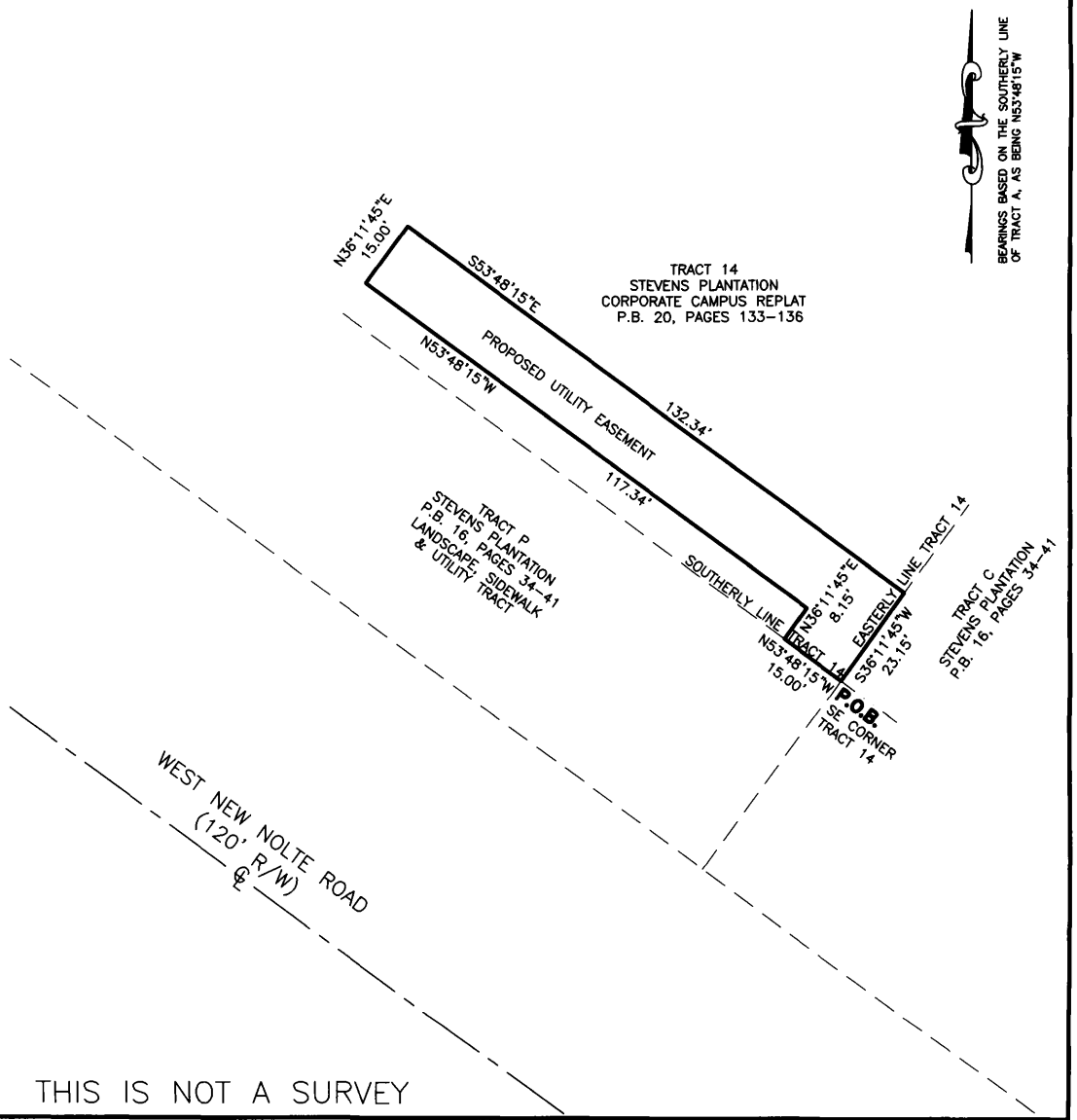
SKETCH OF LEGAL DESCRIPTIUON
(UTILITY EASEMENT)

LEGAL DESCRIPTION:

A PORTION OF TRACT 14, STEVENS PLANTATION CORPORATE CAMPUS REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGES 133 THROUGH 136, OF THE PUBLIC RECORDS OF OCSEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 14, THENCE RUN NORTH 53°48'15" WEST, ALONG THE SOUTHERLY LINE OF SAID TRACT 14, A DISTANCE OF 15.00 FEET; THENCE, DEPARTING SAID SOUTHERLY LINE, RUN NORTH 36°11'45" EAST, A DISTANCE OF 8.15 FEET; THENCE RUN NORTH 53°48'15" WEST, A DISTANCE OF 117.34 FEET, THENCE RUN NORTH 36°11'45" EAST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 53°48'15" EAST, A DISTANCE OF 132.34 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 14; THENCE RUN SOUTH 36°11'45" WEST, ALONG SAID EASTERLY LINE OF TRACT 14, A DISTANCE OF 23.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES, (2107) SQ. FT.±



THIS IS NOT A SURVEY

BLDG. = BUILDING
C.B.S. = CONCRETE BLOCK STRUCTURE
C.B. = CHORD BEARING
CC = CREW CHIEF
CH = CHORD
C.M. = CONCRETE MONUMENT
C.P. = CONCRETE PIPE
COR = CORNER
CONC. = CONCRETE
E.O.P. = EDGE OF PAVEMENT
EL. = ELEVATION
ESM'T = EASEMENT
F.B. = FIELD BOOK

FND. = FOUND
HWA = HANSON, WALTER & ASSOCIATES
I.D. = IDENTIFICATION
I.P. = IRON PIPE
I.R. = 5/8" IRON ROD
L = LENGTH OF CURVE
LL = LOOSE LEAF
L.B. = LICENSED SURVEYING BUSINESS
N&D = NAIL AND DISC
N.R. = NON-RADIAL
N.T.S. = NOT TO SCALE
O/S = OFFSET
O.R. = OFFICIAL RECORD
P.B. = PLAT BOOK

P.C. = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVE
PCP = PERMINATE CONTROL POINT
P.I. = POINT OF INTERSECTION
P.L.S. = PROFESSIONAL LAND SURVEYOR
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVE
PRM = PERMANENT REFERENCE MONUMENT
P.T. = POINT OF TANGENCY
PG. = PAGE
R = RADIUS
R.P. = RADIUS POINT
RNG = RANGE

RLS = REGISTERED LAND SURVEYOR
R/W = RIGHT OF WAY
SEC = SECTION
SQ.FT. = SQUARE FEET
T = TANGENT LENGTH OF CURVE
TWP. = TOWNSHIP
Δ = DELTA (CENTRAL ANGLE)
(C) = CALCULATED DATA
(D) = DEED DATA
(L) = LEGAL DESCRIPTION DATA
(M) = MEASURED DATA
(P) = PLAT DATA
℄ = CENTERLINE

Scale 1" = 30'	Sec.	Twp.	Rng.	Revision	PG.	C.C.	DATE
		Date	By				
Sketch of Legal Description		08-31-09	MH				

Hanson, Walter & Associates, Inc. HWA
Engineering, Surveying and Planning
400 W. EMMETT STREET KISSIMMEE, FL 34741-5481 (407)847-9433
SURVEYING CERTIFICATE OF AUTHORIZATION #3270
ENGINEERING CERTIFICATE OF AUTHORIZATION #3265

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Randy A. Hanson, P.L.S. # 4229 or
Harvey C. Walker, P.S.M. # 4226
John M. Hughes, P.S.M. # 6367

9-01-09
Date Signed

F:\475T\Survey\Cadd\LEGALS\475T UTILITY ESM't.dwg • Sep 01, 2009-10:56am • plotted by mhall

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-080R Authorizing the City Manager to enter into an agreement with BECC

Economic Development Agenda Item:
Resolution No. 2026-080R, a resolution of the City Council of the City of St.Cloud, Florida, authorizing the City Manager to enter into a Cooperative Endeavor Agreement on behalf of the City of St. Cloud, Florida, with the Building Empowerment Chamber of Commerce, for the purposes of providing economic & business development.
COST: The City agrees to pay BECC $10,000.00 from the general fund.
This item is to authorize the City Manager to execute a Cooperative Endeavor Agreement between the Building Empowerment Chamber of Commerce and the City of St. Cloud.

Strategic Key Focus Areas:
Diverse Innovative and Magnetic Economic Development

Background Information:
Resolution No. 2026-080R authorizes the City Manager to enter into a Cooperative Endeavor Agreement with the Building Empowerment Chamber of Commerce (BECC) for the purposes of advancing business development, workforce partnerships, and other economic development opportunities. BECC has previously worked with the City of St. Cloud to provide business networking opportunities. This Cooperative Endeavor Agreement provides guidelines for an improved partnership.

Legal Authority:
City of St. Cloud Code of Ordinances, Part I - Charter and Related Laws, Subpart A - Charter, Article II, Powers of the City, specifically Section 2.04, General Powers.

Budget and Recommendation:
COST: The City agrees to pay BECC $10,000.00 from the general fund. Account 001-1000-511-54-00.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
N/A

City Manager's Comments:
The city Council previously directed staff to draft an agreement with the BECC. City Manager recommends approval

City Council Action:
6/11/2026-Final Action

Attachments:
1. Resolution No. 2026-080R CEA with BECC
2. CEA - BECC

RESOLUTION NUMBER 2026-080R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT ON BEHALF OF THE CITY OF ST. CLOUD, FLORIDA, WITH THE BUILDING EMPOWERMENT CHAMBER OF COMMERCE, FOR THE PURPOSE OF PROVIDING ECONOMIC & BUSINESS DEVELOPMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, as follows:

SECTION I. The City Manager is authorized and he is directed to enter into a Cooperative Endeavor Agreement with the Building Empowerment Chamber of Commerce, for the purpose of providing economic and business development as more particularly set forth in Exhibit "A".

SECTION II. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, on the 11th day of June, 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED.

_____
Daniel F. Mantzaris, City Attorney

EXHIBIT "A"

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE CITY OF ST. CLOUD
AND
BUILDING EMPOWERMENT CHAMBER OF COMMERCE

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**") is entered into by and between the City of St. Cloud, represented by Veronica Miller, City Manager (the "**City**"), and the Building Empowerment Chamber of Commerce, represented by Tiffany Jeffers, President ("**BECC**" or the "**Contractor**"). The City and BECC may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective as of June 15, 2026 by the City (the "**Effective Date**").

RECITALS

WHEREAS, the City is a political subdivision of the State of Florida;

WHEREAS, BECC is a non-profit organization with a mission to advance economic empowerment, business development, professional growth, workforce partnerships, community advancement, and regional collaboration.

WHEREAS, the City and BECC desire to accomplish a valuable public purpose of promoting economic growth and prosperity in the city for its residents;

WHEREAS, the city's businesses need increases in sales, opportunities for profit, and a qualified workforce;

WHEREAS, the City believes that it is in the best interest for the City and BECC to work together to successfully realize economic development progress in St. Cloud; and

WHEREAS, a cooperative effort between the City and BECC will increase and enhance primary job opportunities in the city by creating more forums for improving outcomes in both the private and public sectors.

NOW THEREFORE, the City and BECC, each having the authority to do so, agree as follows:

ARTICLE I - BECC'S OBLIGATIONS

BECC shall perform the following services to promote economic development in the City (the "**Services**"):

A. Leadership & Advisory Role/Business Development

1. BECC will provide One (1) seat on BECC's Advisory Council, to provide a representative of the City for strategic insights and guidance.

2. BECC will provide invitation to exclusive investor-only networking sessions with BECC leadership and policymakers to ensure St. Cloud has access to business development opportunities.

B. Premium Event Access

1. BECC will provide complimentary tickets for Two (2) representatives from the City to Two (2) BECC signature events to promote the City.

2. BECC will provide opportunities to co-host One (1) BECC event (e.g., workshops, panels, or mixers), showcasing BECC's leadership and partnership with the City. The City shall be listed as a Main Sponsor of the event.

3. BECC will provide opportunities for the City to send a representative to deliver a keynote addresses and/or remarks to the membership of BECC to promote the City.

4. BECC will provide the City One (1) table at each of its events where organizations showcase themselves, during the term of the agreement at no additional charge to the City.

C. Marketing, Recognition & Branding

1. BECC will provide the City with a prominent placement of the City's logo on BECC's website, newsletters, and printed materials for signature events.

2. BECC will acknowledgment that the City is a Champion sponsor at all BECC events.

D. City Facility Usage

1. BECC will submit a facility rental application, special event application (if required) and deposit no less than sixty (60) days prior to planned event.

i. If the expected attendance exceeds the facility's occupancy load, a special event permit is required.

2. BECC is required to abide by all provisions of the City's special events ordinance.

E. ***Invoices.***

1. The Contractor must submit invoices annually (unless agreed otherwise between the parties to this Agreement) to the City. Untimely invoices may result in delayed payment for which the City is not liable. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices. At a minimum, each invoice must include, at a minimum, the following information:

a. Name of Contractor;

b. Date of Invoice;

c. Invoice Number;

d. Contract or Purchase Order Number issued by the City

e. Name of the City Department to be invoiced;

f. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.

ARTICLE II - THE CITY'S OBLIGATIONS

A. ***Administration.*** The City will:

1. Administer this Agreement through the City Manager's Office;

2. Provide BECC in-kind contribution by contributing venues, catering, or other resources that directly support BECC events.

3. City shall provide access to rental facilities with rental fees waived up to $5,000.00 total (inclusive of two events). This only includes base rental fees and does not include city staff or additionally required resources.

4. Issue payment to BECC in the amount of $10,000.00 annually as set forth hereunder; for providing business development opportunities in the City.

ARTICLE III –COMPENSATION

A. ***Maximum Amount.*** The Maximum Amount of this Agreement is $10,000.00, provided to the Contractor.

B. ***Rate of Compensation.*** BECC shall submit an invoice for a lump sum payment of the annual fees at the start of each term of this agreement.

C. ***Payment.*** The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

D. ***Waivers and Disputes.*** The City shall waive facility rental cost at a maximum amount of $5,000.00 provided in this agreement.

1. The City's obligation to pay is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; or (b) satisfactory performance of the services and/or conditions required by this Agreement;

2. The City shall waive special event application fees for two (2) events hosted by BECC;

3. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

4. The City may set off any amounts due to the Contractor against any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement;

5. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City;

6. The City is not obligated under any circumstances to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the any change order within the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement; and

7. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

E. ***City Employee Compensation.*** Under the provisions of this Agreement, BECC shall be responsible for paying staffing fees of city employees for events performed under this Agreement. Staffing fees shall be set by the City's approved fee schedule.

F. ***Public Safety Compensation.*** Under the provisions of this Agreement, BECC shall be responsible for paying any public safety expenses for events that require the St. Cloud Police Department's presence. Events where the St. Cloud Police Department are required, also requires a credit card on file and public safety expenses incurred will be billed after the event ends.

ARTICLE IV - DURATION AND TERMINATION

A. ***Term*****.** The term of this agreement shall be for One (1) year from the Effective Date.

B. ***Renewal*****.** The City can opt to renew the term of this Agreement provided that the City Council approves it and that additional funding, if required, is allocated by the City Council.

C. ***Termination for Convenience*****.** The City may terminate this Agreement at any time during the term of the Agreement by giving BECC written notice of the termination at least 30 calendar days before the intended date of termination.

D. ***Termination for Cause*****.** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

ARTICLE V - INDEMNITY

A. ***In General***. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

B. ***Limitation***. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. ***Independent Duty***. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

D. ***Expenses***. Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE VI – INSURANCE

A. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

1. **Minimum Requirements:**
   - **a.** Insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance within the corporate limits of the City, as they currently exist or may exist in the future. Each such policy shall be in the minimum sum of $5,000,000.00 for injury or death to any one person, and in the minimum sum of $5,000,000.00 for injury or death to all persons where there is more than one person involved in any one accident, and in the minimum sum of $5,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Agreement.

   - **b.** Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage

   - **c.** Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit of relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work.

2. **Other Insurance Provisions:**
   - **a.** Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance

naming the City of St. Cloud, its departments, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Contractors insurance.

The Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor

b. Primary Coverage: For any claims related to this Agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage.

c. Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.

d. Notice of Cancellation: Each insurance policy required above shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

e. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Florida.

f. The Contractor shall provide proof of insurance at least 30 days prior to any scheduled event.

3. The Contractor will provide the City Manager's Office within 10 calendar days of the Effective Date and at any other time at the City's request the following documents:

a. Proof of coverage for each policy of insurance required by this Agreement.

4. Without notice from the City, the Contractor will:

a. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Florida, or ceases to meet the requirements of this Agreement;

b. Notify the City Manager's Office in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement; and

5. Special Risks or Circumstances: The City of St. Cloud shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE VII - PERFORMANCE MEASURES

A. Factors. The City will measure the performance of BECC according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If BECC fails to perform according to the Agreement, the City will notify BECC. If there is a continued lack of performance after notification, the City may declare BECC in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE IX - FORCE MAJEURE

A. *Event.* An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. *Notice.* To seek the benefit of this Article, the City must provide notice in writing to the Consultant stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. *Effect.*

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or

responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the Contractor and without any further compensation due.

2. Notwithstanding Section C (1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE X - NON-DISCRIMINATION

A. Non-Discrimination. In the performance of this Agreement, BECC will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with BECC in any of BECC's operations within the City of St. Cloud or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. BECC agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

B. Incorporation into Subcontracts. BECC will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

C. Termination for Breach. The City may terminate this Agreement for cause if BECC fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XII- NOTICE

A. *In General*. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Veronica Miller, City Manager
City of St. Cloud

1300 9th Street
St. Cloud, FL 34769

2. To the Contractor:

Tiffany Jeffers, President
Building Empowerment Chamber of Commerce
834B John Young Pkwy
Kissimmee, FL 34741

B. ***Effectiveness***. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. ***Notification of Change***. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XIII - ADDITIONAL PROVISIONS

A. ***Amendment*****.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. ***Assignment*****.**

1. Neither a Contractor nor subcontractor may assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the City.

2. A transfer requiring the prior written consent of the City, as described in the preceding subsection, shall occur upon a change in ownership of the Contractor or subcontractor. A "change in ownership" shall occur on the date that any one person, or more than one person acting as a group, acquires, directly or indirectly, an aggregate ownership interest in the Contractor or subcontractor that exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the Contractor or subcontractor. The foregoing shall not apply to the acquisition of additional ownership interests by a person whose ownership interest in the Contractor or subcontractor exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the contractor or subcontractor as of the effective date of the Agreement.

C. ***Audit and Other Oversight*****.** BECC will abide by all provisions of City Codes and applicable laws of the state of Florida; which may include requiring BECC to provide the City with documents and information as requested associated with the City funds allocated to this agreement. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, BECC agrees that it is subject to the jurisdiction of the Ninth Circuit Court of Florida for purposes of challenging a subpoena.

D. ***Choice of Law*****.** This Agreement will be construed and enforced in accordance with the laws of the State of Florida without regard to its conflict of laws provisions.

E. *Construction of Agreement*. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or BECC on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

F. *Entire Agreement*. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

G. *Exhibits.* The following exhibits will be and are incorporated into this Agreement:

H. *Jurisdiction*. BECC consents and yields to the jurisdiction of the Ninth Circuit Court of Florida and formally waives any pleas or exceptions of jurisdiction on account of the residence of BECC.

I. *Limitations of the City's Obligations*. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

J. *No Third-Party Beneficiaries*. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

K. *Non-Exclusivity*. This Agreement is non-exclusive and BECC may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

L. *Non-Solicitation Statement*. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

M. *Non-Waiver*. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

N. *Order of Documents*. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in

this order: the Agreement;

O. ***Prohibition of Financial Interest in Agreement***. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of BECC, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to BECC pursuant to this Agreement without regard to BECC's otherwise satisfactory performance of the Agreement.

P. ***Prohibition on Political Activity*****.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Q. ***Remedies Cumulative.*** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

R. ***Severability*****.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

S. ***Survival of Certain Provisions*****.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

T. ***Terms Binding*****.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XIV – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall

be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and BECC, through their duly authorized representatives, execute this Agreement.

CITY OF ST. CLOUD

BY: _____
VERONICA MILLER, CITY MANAGER

Executed on this _____ of _____, 202__

FORM AND LEGALITY APPROVED:
City Attorney

BY: _____

DANIEL F. MANTZARIS, CITY ATTORNEY

BUILDING EMPOWERMENT CHAMBER OF COMMERCE

BY: _____
TIFFANY JEFFERS, PRESIDENT & CEO

_____
FEDERAL TAX I.D.

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-082R Authorizing the Mayor to Accept an Exclusive Sign Construction and Maintenance Easement

Economic Development Agenda Item:
Resolution No. 2026-082R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the Mayor to accept an exclusive sign construction and maintenance easement from CVL, LLC to have and to hold for all uses traditionally made of an exclusive sign construction and maintenance easement.
COST: The City agrees to provide $10.00 for the rights to the easement.
This item is to authorize the Mayor to accept a exclusive construction and maintenance easement between CVL, LLC, and the City of St. Cloud. This easement is currently inside city limits.

Strategic Key Focus Areas:
Diverse Innovative and Magnetic Economic Development

Background Information:
This resolution and easement agreement is between Kisselback Ford and the City to construct the Gateway signage at 192 & New York Ave. This project is a part of a broader beautification and economic development project to generate new economic growth in the downtown corridor.

Legal Authority:
City of St. Cloud Code of Ordinances, Part I - Charter and Related Laws, Subpart A - Charter, Article II, Powers of City, Specifically Section 2.04, General Powers.

Budget and Recommendation:
COST: The City agrees to provide $10.00 for the rights to the easement.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
N/A

City Manager's Comments:
This easement is necessary for the CRA Gateway sign. City Manager recommends approval

City Council Action:
6/11/26 - Final Action

Attachments:

1. Resolution No. 2026-082R Kisselback Easement Agreement

Resolution No. 2026-082R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE MAYOR TO ACCEPT AN EXCLUSIVE SIGN CONSTRUCTION AND MAINTENANCE EASEMENT FROM CVL, LLC TO HAVE AND TO HOLD FOR ALL USES TRADITIONALLY MADE OF AN EXCLUSIVE SIGN CONSTRUCTION AND MAINTENANCE EASEMENT.

BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

Section I. The City Council of the City of St. Cloud, Florida does hereby approve and authorizes the Mayor to enter into the Exclusive Sign Construction and Maintenance Easement as set forth in Exhibit "I" attached hereto.

Section II. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida on the 11th day of June, 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:

_____
Daniel F. Mantzaris, City Attorney

EXHIBIT "I"

Return To:

City of St. Cloud

City Clerk

1300 Ninth Street

St. Cloud, FL 34769

SIGN CONSTRUCTION AND MAINTENANCE EASEMENT

THIS EASEMENT is made _____, 2026 between CVL, LLC, a Florida limited liability company, whose address is 1118 13th Street, St. Cloud, FL 34769 and whose interest is Fee Simple, herein referred to as "GRANTOR", and the CITY OF ST. CLOUD, a Florida Municipal Corporation, 1300 Ninth Street, St. Cloud, FL 34769, herein referred to as "GRANTEE" or "CITY".

GRANTOR, in consideration of TEN DOLLARS ($10.00), and other valuable consideration to GRANTOR paid by GRANTEES, receipt of which is acknowledged, does hereby grant an EXCLUSIVE SIGN CONSTRUCTION AND MAINTENANCE EASEMENT IN GROSS to GRANTEE forever, to have and to hold for the construction and maintenance of an entranceway and/or public information sign for GRANTEE's use including, but not limited to, the right of ingress and egress to construct, operate maintain, repair and replace a sign and accessory components for said purpose at GRANTEE's expense; over, under, above and through the following described lands in Osceola County, Florida, (hereafter referred to as the "Easement Area") to-wit:

See Sketch and Legal Description attached hereto and incorporated herein as **Exhibit "A"**. To include the right of ingress and egress only over that certain property described as:

Parcel I.D. No.: 01-26-30-0001-0220-0130

GRANTEE shall be responsible for the construction of the sign, landscaping installation and maintenance thereof in the Easement Area at GRANTEE's sole expense and provided that the construction of the sign, installation of landscaping and maintenance shall not unreasonably interfere with the use of GRANTOR's property by GRANTOR.

The following requirements apply to GRANTEE's use of the Easement Area:

1. The sign shall be constructed substantially as depicted in **Exhibit "B"** attached hereto and incorporated herein by reference.

2. If the sign face is electronic, the sign may not be a flashing sign or have "running" or neon lights. A sign face which features rotating images is permissible provided that the sign face change does not occur more frequently than every ten (10) seconds.

3. The sign shall be used principally to provide information regarding the City of St. Cloud, including City services and meetings, general public information, public events and the like.

4. The sign shall not contain any advertisement or other reference to new or used car sales businesses or to any automotive repair or maintenance business.

5. The Easement Area, including the sign monument and face, shall be maintained in a neat, clean and good structural and working condition.

6. GRANTOR will allow reasonable usage of area around the Easement Area for the temporary purpose of constructing the sign.

7. The GRANTEE's easement rights hereunder are not assignable. If GRANTEE abandons the use of the Easement Area for six (6) months or more, or if GRANTEE fails to adhere to the foregoing requirements after thirty (30) days written notice to the City Manager, GRANTOR may terminate this Easement.

To the extent permitted by law and without waiving any sovereign immunity it may enjoy, GRANTEE does hereby agree, promise and covenant to hold harmless and indemnify GRANTOR for any and all damages, including attorney's fees at all levels including appeal arising from any claims, causes of action or demands of any kind directly related to GRANTEE's construction and maintenance of a sign or use of the Easement Area, except for any such claim, causes of action or demand resulting from GRANTOR's actions or inactions.

Reserving to the GRANTOR all rights not inconsistent with said easement, including reversion upon release.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hands and seal the day and year first above written.

Signed, sealed and delivered

in the presence of:

"GRANTOR"

CVL, LLC, a Florida limited liability company

By: _____

_____ Print Name: _____

(Witness) Title: _____

(Print Name) _____

_____

Address

_____

(Witness)

(Print Name) _____

_____

Address

ACCEPTED BY:

_____

Christian B. Robertson, Mayor

ATTEST:

_____

Ivy Llauro, City Clerk

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Clerk, City of St. Cloud, 1300 Ninth Street, St. Cloud, Florida 34769

EXHIBIT "A"

Sketch and Legal Description

SKETCH OF DESCRIPTION

Exhibit "A" to Sign Construction and Maintenance Agreement

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE SEMINOLE LAND & INVESTMENT CO'S (INCORPORATED) MAP OF TOWN OF ST CLOUD, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGES 33 & 34, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SECTION 2, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 220, THE SEMINOLE LAND & INVESTMENT CO'S (INCORPORATED) MAP OF TOWN OF ST CLOUD, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGES 33 & 34, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S89°42'18"E, ALONG THE SOUTH LINE OF SAID LOT 13, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 192/441, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N00°15'08"E, A DISTANCE OF 5.00 FEET; THENCE RUN S89°42'18"E A DISTANCE OF 10.00 FEET; THENCE RUN S00°15'08"W A DISTANCE OF 5.00 FEET TO THE NORTH RIGHT OF WAY OF U.S. HIGHWAY 192/441; THENCE RUN N89°42'18"W ALONG SAID RIGHT OF WAY, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 50 SQUARE FEET, MORE OR LESS.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	POB	POINT OF BEGINNING
		POC	POINT OF COMMENCEMENT

NOTES:
BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.
BEARINGS ARE BASED UPON THE NORTH RIGHT OF WAY LINE OF US 192/441 BEING S89°42'18"E.

SHEET 1 OF 2

REQUESTED BY: CITY OF ST. CLOUD

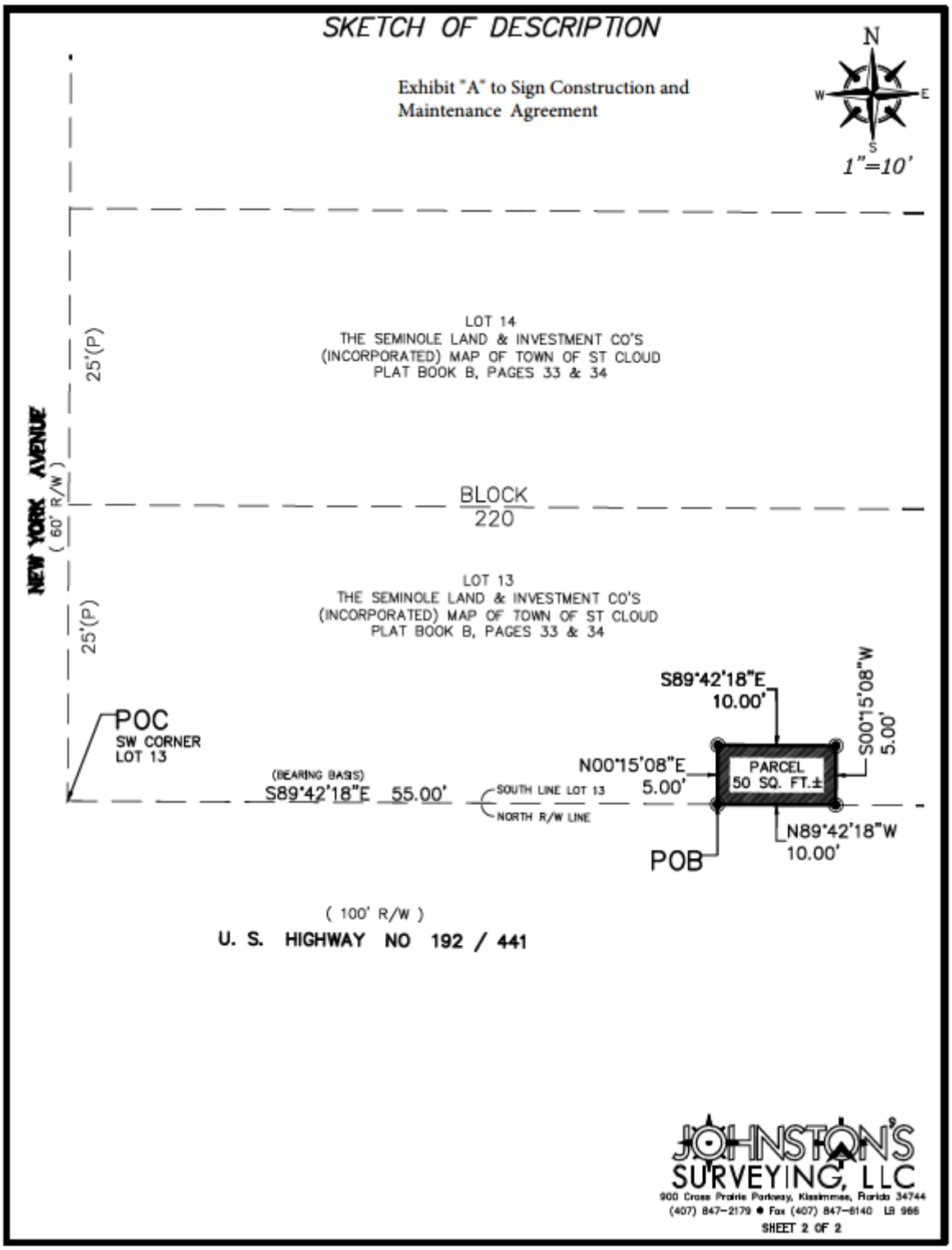
DATE OF SKETCH: 4/09/26	REVISIONS:
SCALE: 1" = 10'	
SEC. 2, TWP. 26 S, RNG. 30 E	
CAD FILE: 11-020 SNL SIGN EASEMENT.DWG	
JOB NO.: 11-020 DRAWN BY: LJB	

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

04/1/2026
RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION

Exhibit "A" to Sign Construction and Maintenance Agreement



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 965

SHEET 2 OF 2

EXHIBIT "B"

Sign

Figure 1 of 2

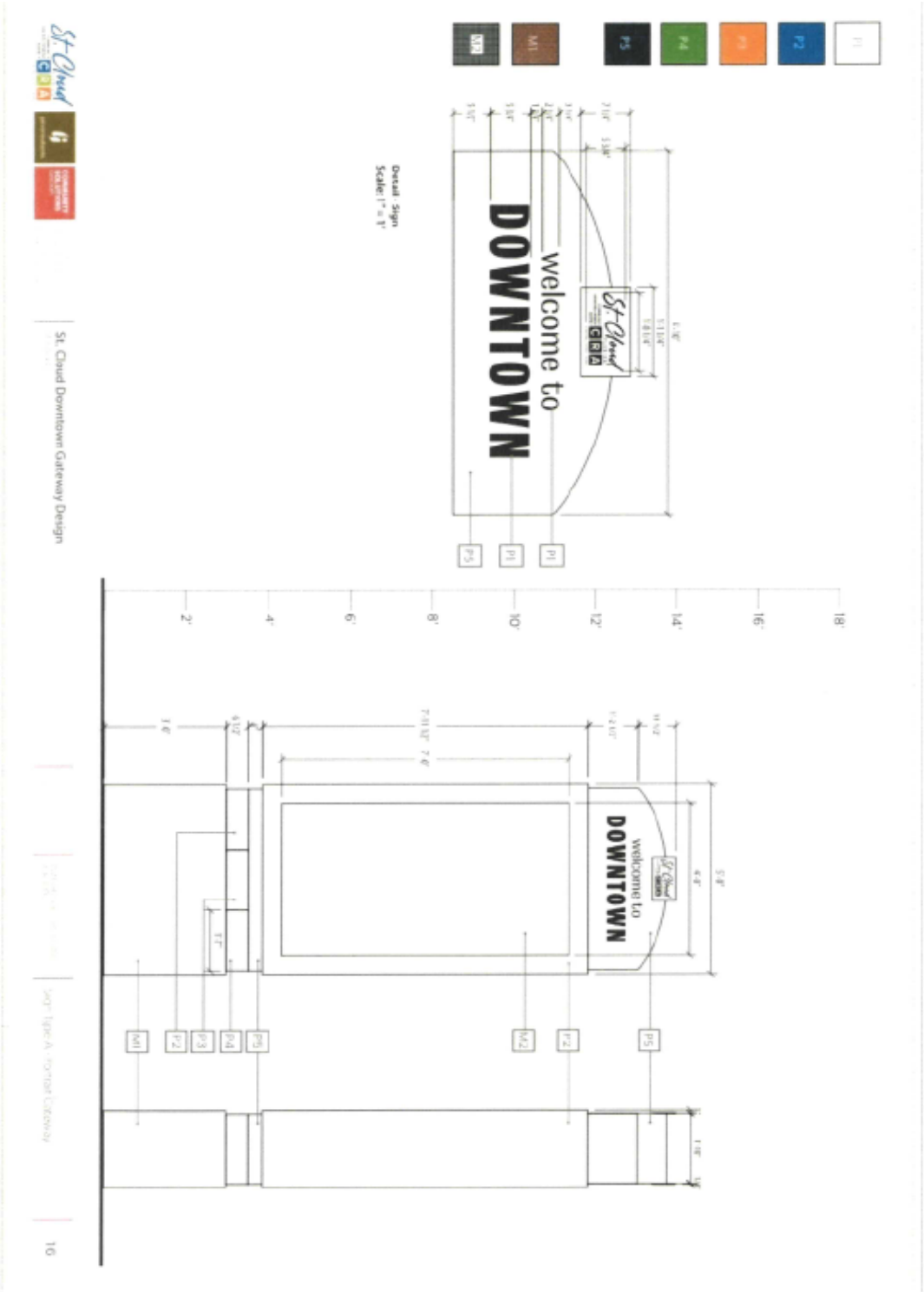


Figure 2 of 2

St. Cloud Downtown Gateway Design
A Portrait Gateway
welcome to
DOWNTOWN
2'
4'
6'
8'
10'
12'
14'
16'
18'

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-083R Approving a Loan, known as (the Local Government Area Opportunity Loan) for Madison Grove II

Economic Development Agenda Item:
Resolution No. 2026-083R, a resolution of the City Council of the City of St. Cloud, Florida, approving a loan, known as (the "Local Government Area of Opportunity Loan"), for Madison Grove II, LLC, in the amount of $460,000 to fund the development of an affordable elderly apartment project in the City of St. Cloud; repealing and replacing Resolution 2025-059R and providing an effective date.
COST: The City agrees to provide a loan amount of $460,000.00 towards the Madison Grove II project to support its application for low-income housing tax credits from FHFC; in the event it is selected to move forward during the current year's selection process.
This item is to approve the Mayor and/or City Manager to complete all acts necessary and appropriate to complete the loan transaction between Madison Grove II, LLC, and the City of St. Cloud. This property is currently inside the City limits.

Strategic Key Focus Areas:
Diverse Innovative and Magnetic Economic Development

Background Information:
This resolution repeals and replaces Resolution No.2025-059R and again shows the City's support for Madison Grove II (A future affordable elderly living facility) in St. Cloud. Madison Grove II will add an additional 80 affordable elderly housing units to the Madison Grove site.

Legal Authority:
City of St. Cloud Code of Ordinances, Part I - Charter and Related Laws, Subpart A - Charter, Article II, Powers of City, Specifically Section 2.04, General Powers.

Budget and Recommendation:
Cost: The City agrees to provide a loan amount of $460,000.00 towards the Madison Grove II to support its application for low-income housing tax credits from FHFC; in the event they are selected to move forward during the current year's process.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
6/11/26 - Final Action

Attachments:
1. Resolution No.2026-083R Madison Grove II

Resolution No. 2026-083R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, APPROVING A LOAN, KNOWN AS (THE "LOCAL GOVERNMENT AREA OF OPPORTUNITY LOAN"), FOR MADISON GROVE II, LLC, IN THE AMOUNT OF $460,000 TO FUND THE DEVELOPMENT OF AN AFFORDABLE ELDERLY APARTMENT PROJECT IN THE CITY OF ST. CLOUD; REPEALING AND REPLACING RESOLUTION 2025-059R AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Madison Grove II, LLC, a subsidiary of American Residential Communities, LLC and New South Residential, LLC ("Developers"), is proposing to develop a 7-story affordable elderly apartment community known as Madison Grove II in the City of St. Cloud ("City");

WHEREAS, Developers are established developers of affordable elderly housing projects throughout Florida, including the 174-unit Madison Crossing development on U.S. 192 in Osceola County and 80-Unit Madison Grove Phase I development in the City of St. Cloud;

WHEREAS, the Madison Grove II project, upon completion, will create an estimated taxable valuation of between $5 million and $6 million, and will generate annual property tax revenues of approximately $90,000;

WHEREAS, the Madison Grove II project will generate approximately 180-220 temporary construction jobs, 2-3 permanent jobs, and numerous ongoing contracting opportunities for local service businesses;

WHEREAS, Osceola County has a shortage of affordable elderly housing units;

WHEREAS, the City has only one (1) affordable elderly housing project regulated by the Florida Housing Finance Corporation ("FHFC"); and

WHEREAS, development of the Madison Grove II project is dependent on an award of low-income housing tax credits from FHFC;

WHEREAS, at its April 10, 2025 meeting the City Council approved Resolution 2025-059R authorizing a Local Government Area of Opportunity Loan for Madison Grove II, LLC as part of its application for low-income tax credits;

WHEREAS, Madison Grove II, LLC intends to re-apply for the low-income tax credits in 2026 and has requested the City of St. Cloud again support this affordable elderly housing project through a Local Government Area of Opportunity Loan;

WHEREAS, a Local Government Area of Opportunity Loan for the proposed affordable elderly development greatly increases the odds that the project will be awarded low-income housing tax credits from FHFC;

WHEREAS, both phases of the Madison Grove II project will add up to 160 units of needed affordable housing units to elderly residents of the City of St. Cloud, and thereby increase the total affordable housing inventory in the City of St. Cloud by approximately 20%; and

WHEREAS, the City Council of the City of St. Cloud has determined that providing the Local Government Area of Opportunity Loan to Madison Grove II in support of its application for FHFC tax credits is in the best interest and welfare of the City of St. Cloud and the citizens thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, OSCEOLA COUNTY, FLORIDA:

Section 1. The City Council of the City of St. Cloud, Florida does hereby approve a Local Government Area of Opportunity Loan in the amount of $460,000.00 from the City of St. Cloud to Madison Grove II, LLC, a subsidiary of American Residential Communities, LLC and New South Residential, LLC to support Madison Grove II's application for low-income housing tax credits from the FHFC.

Section 2. The City Council does further authorize the Mayor and/or City Manager to perform all acts necessary and appropriate to complete the loan transaction, including, but not limited to, executing the Madison Grove II Local Government Support Agreement and the FHFC Loan Verification Form attached hereto as Exhibit "A" and any and all documents as deemed necessary and appropriate by the City Attorney and the City Finance Director to complete the transaction.

Section 3. The City Manager is specifically authorized to withhold the formal written agreement and completion of the transaction upon his determination of any matter or factor, hereafter coming to his attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City council, in session, for review and direction.

Section 4. Resolution 2025-059R approved by the City Council at its April 10, 2025 meeting is hereby repealed and replaced in its entirety by this Resolution.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application thereof.

Section 6. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida on the 11th day of June, 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:

_____
Daniel F. Mantzaris, City Attorney

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-084R - Dock Repairs Amendment

Procurement Agenda Item:
Resolution No. 2026-084R, a resolution of the City Council of the City of St. Cloud, Florida, approving an Amendment to the Agreement dated March 16, 2026, between the City of St. Cloud and In Depth, Inc. for Construction and Skilled Trade Services – Marine Dock Repair, and providing an effective date.
COST: Undetermined at this time as services are provided on an "as-needed" basis. This contract will be utilized by various departments on an as-needed basis from approved and budgeted expenditure accounts.
This item is to approve an amendment to the agreement with In Depth, Inc. for Construction and Skilled Trade Services – Marine Dock Repair.

Strategic Key Focus Areas:
Effective Community Safety

Background Information:
This Amendment will allow the increase of the maximum aggregate of purchase orders to In Depth, Inc. to exceed $150,000.00 annually. The term of this Agreement is through September 30, 2028.

Legal Authority:
Agreement dated March 16, 2026

Budget and Recommendation:
Undetermined at this time as services are provided on an "as-needed" basis. This contract will be utilized by various departments on an as-needed basis from approved and budgeted expenditure accounts.
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:

06/11/2026 - Final Action

Attachments:
1. Resolution No. 2026-084R
2. Fully Executed In Depth Inc

RESOLUTION NO. 2026-084R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT DATED MARCH 16, 2026, BETWEEN THE CITY OF ST. CLOUD AND IN DEPTH, INC. FOR CONSTRUCTION AND SKILLED TRADE SERVICES – MARINE DOCK REPAIR, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a contract, dated March 16, 2026, with In Depth, Inc. for Construction and Skilled Trade Services – Marine Dock Repair with a not-to-exceed amount of $150,000.00 annually in the aggregate of all purchase orders; and

WHEREAS, the City anticipates the need to exceed $150,000.00 annually in the aggregate of all purchase orders.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The City Manager is authorized to increase the maximum aggregate of purchase orders to In Depth, Inc. to exceed $150,000.00 annually.

SECTION II. Once approved by the Council, the City Manager, or Designee, shall have the authority to execute 1) agreement renewals which do not increase the annual not to exceed amount and 2) contract amendments which do not increase the not to exceed amount of the contract or the scope of services as approved by the Council.

SECTION III. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, on this 11th day of June 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

AGREEMENT BETWEEN THE CITY OF ST. CLOUD, FLORIDA AND IN DEPTH, INC. FOR CONSTRUCTION AND SKILLED TRADE SERVICES- MARINE DOCK REPAIR

THIS AGREEMENT, made this 3/16/2026 day of 20___, between the City of St. Cloud, a Municipal Corporation of the State of Florida (hereinafter referred to as the "CITY"), whose address is 1300 9th Street, St. Cloud, Florida 34769, and In Depth, Inc. (hereinafter referred to as "CONTRACTOR"), whose address is 1473 Old Haw Creek Rd, Bunell, Florida 32110, who, in consideration of the covenants, representations and agreements herein contained, agree as follows:

1. **SCOPE OF SERVICES:** CONTRACTOR agrees to furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation to provide said services set forth in the City of St. Augustine, Florida, RFQ No. 25021 Construction and Skilled Trade Services- Marine Dock Repair, attached hereto and incorporated herein as Exhibit 'A.' In the event of conflict, the terms and conditions of this agreement shall prevail. CONTRACTOR agrees to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of its ability, and in the best interest of the CITY during the term of this agreement. All services provided shall be performed in accordance with this agreement and with any and all applicable law, professional standards, and guidelines.

2. **AUTHORIZATION TO PROVIDE SERVICES:** CONTRACTOR shall not be authorized to provide any services as set forth in Exhibit 'A' until such time as CONTRACTOR has received written authorization from the City Manager or their designee to perform the specific tasks set forth in bid. CONTRACTOR shall commence work as provided in written Notice to Proceed or Purchase Order. In the event that CONTRACTOR commences any such services without such authorization, CONTRACTOR expressly acknowledges that it shall not be entitled to compensation of any kind related to said services provided herein. Further, in no circumstances shall CONTRACTOR be authorized to provide services or entitled to compensation in excess of $150,000 per contract year authorized under this agreement or an aggregate of $450,000 including any renewals authorized under this agreement.

3. **COMPENSATION:** Payments shall be made pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby. The preferred method of payment by the City of St. Cloud is via electronic funds transfer (EFT) or by P-Card.

   a. CONTRACTOR shall be compensated in an amount and in accordance with the compensation schedule set forth in Exhibit 'A.' The preferred method of payment by the City of St. Cloud is via electronic funds transfer (EFT) or by P-Card.

   b. As a condition precedent to receiving payment, CONTRACTOR shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this agreement and shall provide to CITY an invoice. The invoice shall be forwarded to CITY, upon completion of work contemplated herein, and signed by an authorized representative of CONTRACTOR. The invoice shall include a statement identifying the period for which it applies or purchase order number and the sub-tasks or portions thereof, completed by CONTRACTOR in accordance with Exhibit 'A.'

   c. CITY shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from CONTRACTOR. In the event that CITY disputes any invoice submitted, it shall advise CONTRACTOR in writing and said invoice shall not be deemed due and payable under this agreement. Neither the CITY'S review, approval, or acceptance of nor payment for, any services provided hereunder, shall be construed to operate as a waiver of any rights under this agreement and CONTRACTOR shall be liable to CITY for any and all damages to CITY caused by the CONTRACTOR'S negligent or wrongful performance of any of the services furnished under this agreement.

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The acceptance of final payment by CONTRACTOR shall constitute a waiver of all claims by CONTRACTOR except those previously made in writing and identified by CONTRACTOR as unsettled at the time of a request for final payment.

4. **TERM.** This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2028, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended, upon mutual agreement, as long as the Agreement remains in effect with the City of St. Augustine. Any changes in price, terms, or conditions shall be accomplished by written amendment to this Agreement.

5. **TERMINATION/CANCELLATION OF AGREEMENT.** The CITY reserves the right to cancel the agreement without cause with a minimum thirty (30) day's written notice. Termination or cancellation of the agreement will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the agreement.

The CONTRACTOR may cancel the resulting agreement with ninety (90) days of written notice to the CITY. Failure to provide proper notice to the CITY may result in the bidder being barred from future business with the CITY.

Termination for Default. The CITY shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Agreement. Three (3) separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default. It shall be at the CITY'S discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.

Termination for City's Convenience. The performance of work under this agreement may be terminated for convenience should the CITY determine it is in the best interest of the CITY. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the agreement is terminated and the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the CITY shall have no other obligations to bidder. Bidder shall be obligated to continue performance of agreement services, in accordance with the agreement, until the termination date and shall have no further obligation to perform services after the termination date.

Termination for Contracting with Scrutinized Companies
City may terminate this contract at any time in accordance with Section 238.135 Florida Statutes, as may be amended.

6. **WARRANTY OF CONTRACTOR.** CONTRACTOR does hereby expressly warrant and guarantee the services provided hereunder from any and all defects, failures, faulty construction, inconsistency with plans, or damage, other than that resulting from reasonable wear and tear or actions of third parties, for a period of one year from the acceptance of the work by CITY. In the event that such a claim occurs, CONTRACTOR shall immediately act to repair, replace, and restore the damaged work, or, if applicable, reconstruct the work to make it completely and strictly comply with the agreement documents. All warranty services provided hereunder shall be performed at CONTRACTOR'S sole expense, including materials and labor. It is expressly agreed and understood that this warranty shall not apply to materials and equipment normally expected to deteriorate or wear out or become subject to normal repair and replacement before their condition is discovered. Additionally, CONTRACTOR shall not be required to do normal maintenance work under this provision. Failure of the CONTRACTOR to substantially act within thirty (30) days of notice of a claim hereunder, shall entitle CITY, at its sole option, to replace or repair the subject defect and to recover the reasonable costs of said repair from CONTRACTOR. The enforcement of the warranty provision shall not be deemed a waiver of any rights that CITY may have to declare CONTRACTOR in breach of the terms of this agreement and to pursue any and all available legal remedies.

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7. **AUTHORIZED REPRESENTATIVE OF THE CITY.** During the term of this agreement, CITY shall designate a representative authorized to act on behalf of the CITY, as provided by law, with respect to the project.

8. **INSURANCE PROVIDED BY CONTRACTOR. (See Sample ACORD and City Insurance Requirements attached hereto.)**

a. Insurance. Except as otherwise specified in this agreement, the CONTRACTOR and all subcontractors of any tier shall be required at their sole cost and expense to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies satisfactory to the CITY. It shall be the responsibility of the CONTRACTOR and all his subcontractors to maintain adequate insurance coverage and it shall also be the responsibility of the CONTRACTOR to assure and evidence that subcontractors are adequately insured at all times. Failure of the CONTRACTOR and his subcontractors to maintain adequate coverage shall not relieve the CONTRACTOR of any contractual responsibility or obligation.

b. The CONTRACTOR and his subcontractors shall furnish to the CITY such certificates of insurance or endorsements required by the provisions set forth herein. It shall be the responsibility of the CONTRACTOR to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the CONTRACTOR and his subcontractors to maintain adequate coverage shall not relieve the CONTRACTOR of any contractual responsibility or obligation. A verification form of such insurance policy shall be filed with the City of St. Cloud within ten (10) days of the execution of the agreement. The certificate of insurance shall list the CITY as additional insured.

c. Certificate of Insurance. At the time of the execution of this agreement and each subcontract, but in any event, prior to commencing work at the job site, the CONTRACTOR and his subcontractors shall furnish the City of St. Cloud with certificates of insurance as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under this agreement shall provide not less than thirty (30) days of advance written notice of cancellation, non-renewal, or material change in the policy of insurance. In addition, the CONTRACTOR shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. CITY may deem cancellation or termination of any insurance policy a material breach on the part of the CONTRACTOR and the CONTRACTOR may be held to be in default of his agreement with CITY at the CITY'S option. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for the CONTRACTOR and the subcontractors' furnished insurance and notices of any cancellation, terminations, or alterations of such policies shall be mailed to the Procurement Services office, City of St. Cloud, and 1300 9th Street, St. Cloud, FL 34769.

d. Additional Insured. All insurance furnished under this agreement shall designate the City of St. Cloud as additional insured.

e. All policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured, or additional insured with respect to any claim, suit or judgment made or brought by or for any other insured, named insured or additional insured with respect to any claim, suit or judgment made or brought by or for any other insured, named insured or additional insured as though a separate policy had been issued to each.

f. Waivers of Subrogation: The CONTRACTOR and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

against the City of St. Cloud, its Council members, partners, officials, directors, officers, agents, and employees.

g. Comprehensive General Liability. This insurance shall be an occurrence type policy written in comprehensive form and shall protect the CONTRACTOR and his subcontractors and the additional insured against any and all claims arising from bodily injury, sickness, disease or death of any person other than the CONTRACTOR'S employees or damage to property of the CITY or others arising directly or indirectly from or out of the act of omission of the CONTRACTOR or his subcontractors or their agents, employees or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsement to ensure the contractual liability assumed by the CONTRACTOR and its subcontractors under the article entitled indemnification and completed operations, products liability, contractual liability, broad form property coverage, XCU, premises/operations, and independent CONTRACTORS (to remain in force for two years after final payment).

h. Worker's Compensation Insurance. The CONTRACTOR shall take out and maintain during the life of this agreement, workers compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide workers compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply fully with the Florida Workers Compensation Law. In case any class of employees engaged in hazardous work under this agreement at the site of the project is not protected under the workers compensation statute, the CONTRACTOR shall provide adequate insurance, and cause such subcontractor to provide adequate insurance, satisfactory to the owner, for the protection of his employees not otherwise protected.

The insurance companies providing coverage must be rated through the A.M. Best rating guide or internet site at ambest.com. Proof of the carrier's FSC rate (must be a 7 or better) and proof of the carrier's best rating (must be A- or better) must be submitted with the Certificate of Insurance.

The City of St. Cloud must be listed as additional insured. You must show the work/event and the dates of the project (both beginning and end dates) along with City of St. Cloud, 1300 9th Street, St. Cloud, FL 34769 for description of operations.

i. General Liability limits are required as follows:

1)	Each Occurrence	$1,000,000
2)	Fire Damage	$ 50,000
3)	Personal & Adv. Injury	$1,000,000
4)	General Aggregate	$2,000,000
5)	Products-Comp/OP AGG	$1,000,000

j. Automobile Liability with the following minimum limits:
(If contractor/contractor vehicles will be on CITY property) $1,000,000

k. Garage Liability with the following minimum limits:
(If work is to be performed on CITY vehicle at Contractor facility) $1,000,000

l. Excess Liability: (Contractor's)

Each Occurrence	$2,000,000
Aggregate	$2,000,000

This amount may be greater depending on the award of agreement amount.

m. Workers Compensation:
(two or more employees on this project)

1)	E.L. Each Accident	$ 100,000
2)	E.L. Disease	$ 100,000
3)	E.L. Disease	$ 500,000

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WC Statutory & WC Wavier of Subrogation limits box must be marked.

n. Other:
1) Liquor Liability–must also include a hold harmless agreement and authorization by the City Council. (if applicable)
2) Builder's Risk Insurance per project amounts (if applicable)
3) Environmental Insurance (if applicable)
4) Errors and Omissions if Consultant Services (if applicable)

Insurance Coverage Not Limitation of Liability: The maintenance of insurance coverage as provided herein shall not be construed to limit nor have the effect of limiting CONTRACTOR'S liability to CITY under the provision of any clause or paragraph contained in this agreement.
Public Entities / Municipalities: Sovereign immunity standard should appear in Description of Operations with $100,000 / $200,000 limits. If self-funded, rating requirement is waved.

9. **INDEMNIFICATION.** CONTRACTOR agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages or threat thereof, arising from or related to negligent acts, errors or omissions of the CONTRACTOR.

10. **INDEPENDENT CONTRACTOR.** It is agreed by the parties that at all times and for all purposes within the scope of this agreement, the relationship of CONTRACTOR and CITY is that of an independent contractor.

11. **NOTICES.** All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: Zachary Rogers
In Depth, Inc.
1473 Old Haw Creek Rd
Bunnell, Florida 32110

CITY: City Manager
City of St. Cloud
1300 9th Street
St. Cloud, Florida 34769

12. **GENERAL PROVISIONS.**

A. Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

B. Waiver. The waiver by CITY of breach of any provision of this agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this agreement.

C. Severability. If any provision of this agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the agreement valid and enforceable under applicable law, the remainder of this agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

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D. Amendment. Except for as otherwise provided herein, this agreement may not be modified or amended except by an agreement in writing signed by both parties.

E. Entire Agreement. This agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by CONTRACTOR.

F. No Exclusive Contract. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

G. Availability of Funds. The obligations of the City of St. Cloud under this agreement are subject to the availability of funds lawfully appropriated for its purpose. All purchases are contingent upon available City of St. Cloud funding.

H. Assignment. This agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of CITY.

I. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this agreement shall be Osceola County, Florida.

J. Applicable Law. This agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

K. E-VERIFY

1) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and

c) *By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting 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. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by*

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the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

L. Records. CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include:

1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
2) 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 in this Florida's Public Records law or as otherwise provided by law.
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of the contract 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.
5) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1300 9th STREET, ST. CLOUD, FLORIDA 34769, TELEPHONE 407-957-7300, EMAIL CITYCLERK@STCLOUDFL.GOV.**

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement for the purposes herein expressed on the date first above written.

CITY OF ST. CLOUD, FLORIDA

Signed by:
BY: Scott Davidoff
C1B75C3CC51E423...
Scott Davidoff, Deputy City Manager

Date: 3/16/2026

Signed by:
ATTEST: Ivy Llauro
2283B4E6E20648E...
Ivy Llauro, City Clerk

Date: 3/16/2026

IN DEPTH, INC.

Signed by:
BY: Zach Rogers
36E1380DBC99417...

Zach Rogers President
(Print Name/Title)

Date: 3/13/2026

DocuSigned by:
ATTEST: Sue Couslin
66538D9B208B411...

Sue Couslin Account Representative
(Print Name/Title)

Date: 3/16/2026

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

City of St. Augustine, FL
Purchasing Division
Sharon Whitener, Procurement Manager
75 King Street, St., St. Augustine, FL 32084

[IN DEPTH INC] RESPONSE DOCUMENT REPORT

Solicitation No. 25021

Construction and Skilled Trade Services

RESPONSE DEADLINE: August 6, 2025 at 2:00 pm

Report Generated: Friday, February 20, 2026

In Depth Inc Response

CONTACT INFORMATION

Company:
In Depth Inc

Email:
danny@indepthservicesinc.com

Contact:
Danny Broadhurst

Address:
1473 Old Haw Creek Road
Bunnell, FL 32110

Phone:
N/A

Website:
www.indepthservicesinc.com

Submission Date:
Aug 5, 2025 2:03 PM (Eastern Time)

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ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. RESPONDENT CONFIRMATION*

Pass

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Solicitation as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this Solicitation Response or in the Agreement to be entered into; that this Letter of Interest is made without connection with any other person, company, or parties submitting a Solicitation Response; and that this Letter of Interest is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the City that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the Letter of Interest opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its Letter of Interest is accepted and an Agreement negotiated with the City, Respondent shall contract with the City in the form of the attached Agreement and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement and shall furnish the required evidence of the specified insurance.

Confirmed

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

2. Do you intend to use Subconsultants/Subcontractors on this project? *

Pass

No

3. Certificate As To Corporation*

Pass

Please download the below documents, complete, and upload.

- Certificate_As_To_Corporati...

Certificate_As_To_Corporation_(6)_-_Signed.pdf

4. Affidavit As To Non-Collusion*

Pass

Please download the below documents, complete, and upload.

- Affidavit_As_To_Non-Collusi...

Affidavit_As_To_Non-Collusion_-_Signed.pdf

5. Qualifications - General*

Pass

Please download the below documents, complete, and upload.

- QUALIFICATIONS_-_GENERAL.pdf

QUALIFICATIONS_-_GENERAL.pdf
In_Depth,_Inc._Service_Lines_2025.pdf

6. Qualifications - Similar Projects*

Pass

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

Please download the below documents, complete, and upload.

- QUALIFICATIONS - Similar Pr...

QUALIFICATIONS_-_Similar_Projects_.pdf
St.Johns,FL_Receipt_567028175_(1).pdf

7. Please provide a list of owned or leased equipment.*

Pass

In_Depth,_Inc.Asset_List_July_2025.pdf

8. Drug-Free Workplace*

Pass

The Respondent in accordance with Section 287.087, F.S., hereby certifies that Respondent satisfies the following requirements:

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

B. Notifies employees, via the statement specified in paragraph 1, above, that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

C. Gives each employee engaged in providing the contractual services that are under bid a copy of the statement specified in paragraph 1, above.

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

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

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F. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

As the person authorized to confirm this statement, I certify that this firm complies fully with the above requirements.
Confirmed

9. Certificate of Compliance with Florida Trench Safety Act*

Pass

Please download the below documents, complete, and upload.

- CERTIFICATE_OF_COMPLIANCE_W...

CERTIFICATE_OF_COMPLIANCE_WITH_FLORIDA_TRENCH_SAFETY_ACT_-_Signed.pdf

10. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*

Pass

Please download the below documents, complete, and upload.

- CERTIFICATION_REGARDING_DEB...

CERTIFICATION_REGARDING_DEBARMENT_-_Signed.pdf

11. Upload map of Respondent’s Management Office location to City Hall, 75 King Street, St. Augustine, Florida 32084*

Pass

In_Depth_To_St_Augustine_City_Hall.png

12. Please upload a copy of Respondent's Contractor license.*

Pass

In_Depth_GC_License.png
In_Depth_SMC_License.png

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

In_Depth_Minority_Cert..png
In_Depth_FUC_Certificate.png
In_Depth_Corporate_References_2025.pdf

13. References*

Pass

Respondent shall provide three (3) references to their abilities as it relates to the Scope of Work, which shall include at least one of the submitted similar projects. No more than one reference shall be from the City. Respondent to include the following information per reference:

- Agency/company
- Current contact person at agency/company
- Telephone and E-mail
- Agency/Company Address
- Name of project
- Description
- Project value
- Project manager

AGENCY/COMPANY
Florida Department of Environmental Protection
Current contact person at agency/company
Derek Helms, Lead Dam Operator, Jackson Bluff Dam
Telephone and E-mail
(850) 487-4089, derek.helms@dep.state.fl.us
Agency/Company Address
21924 Blountstown Hwy, Tallahassee, Florida 32310

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Name of project
Jackson Bluff Dam
Description
Installation of timber piles and navigation markers in waterways. Removal of existing lifting assemblies, installation of lifting assemblies, upstream and downstream repairs, and dam safety inspections conducted by commercial/construction dive personnel at dam location.
Project value
$477,825.00
Project manager
Danny Broadhurst

AGENCY/COMPANY
City of New Smyrna Beach
Current contact person at agency/company
Robert Salazar, Director of Maintenance Operations
Telephone and E-mail
(386) 424-2202, RSalazar@cityofnsb.com
Agency/Company Address
210 Sams Avenue, New Smyrna Beach, Florida 32168
Name of project
City Marina Dock Repairs
Description
Marina repairs and maintenance including replacement of timber pile bracing, caps and hardware, replacement of anchor bolts. Replacement of steel guide piles & underwater welding repairs. Replacement of through-rods and crack injection repairs throughout floating dock system.
Project value
$592,448.10
Project manager
Danny Broadhurst

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

AGENCY/COMPANY
City of Ft. Lauderdale
Current contact person at agency/company
Luis Villanueva Project Manager Parks & Recreation
Telephone and E-mail
(954) 828-5833, Luisv@fortlauderdale.gov
Agency/Company Address
100 N Andrews Ave. Fort Lauderdale, FL 33301
Name of project
Marina Dock and Piling Repairs
Description
Installation and repairs of timber wood piles for the marina at City of Ft. Lauderdale.
Project value
$47,000.00
Project manager
Danny Broadhurst

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

CERTIFICATE AS TO CORPORATION

The below Corporation is organized under the laws of the State of Florida; is authorized by law to respond to this Request for Qualifications and perform all work and furnish materials and equipment required under the Agreement and is authorized to do business in the State of Florida.

Corporation name: In Depth Inc.

Address: 1473 Old Haw Creek Rd. Bunnell, FL 32110

Registration No.: P17000041163

Registered Agent: Zachary Rogers By: _____

President
(Official title)

(Affix corporate seal)

Attest: Kamalani Grabowski
(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing Letter of Interest as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Zachary Rogers is sole owner (100%) of the corporation.

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

N/A

If applicable, attach a copy of a certificate to do business in the State of Florida, or a copy of the application that has been accepted by the State of Florida to do business in the State of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

Detail by Entity Name

Florida Profit Corporation
IN DEPTH INC.

Filing Information

Document Number	P17000041163	**P17000041163**
FEI/EIN Number	82-1293180	
Date Filed	05/05/2017	
State	FL	
Status	ACTIVE	
Last Event	NAME CHANGE AMENDMENT	
Event Date Filed	02/27/2018	
Event Effective Date	NONE	

Principal Address

1473 Old Haw Creek Rd
Bunnell, FL 32110

Changed: 03/22/2022

Mailing Address

1473 Old Haw Creek Rd
Bunnell, FL 32110

Changed: 03/22/2022

Registered Agent Name & Address

ROGERS, ZACHARY J
1473 Old Haw Creek Rd
Bunnell, FL 32110

Address Changed: 02/28/2023

Officer/Director Detail

Name & Address

Title President

Rogers, Zachary J
1473 Old Haw Creek Rd
Bunnell, FL 32110

Annual Reports

Report Year	Filed Date
2021	01/27/2021
2022	03/22/2022
2023	02/28/2023

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

NORTON, ROBERT JESSE II

IN DEPTH INC.
1473 OLD HAW CREEK ROAD
BUNNELL FL 32110

LICENSE NUMBER: CGC1506240

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/26/2025

Do not alter this document in any form.

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

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ROGERS, ZACHARY

IN DEPTH INC.
1473 OLD HAW CREEK RD
BUNNELL FL 32110

LICENSE NUMBER: SCC131152633

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

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

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LICENSEE DETAILS

10:34:44 AM 4/11/2023

Licensee Information

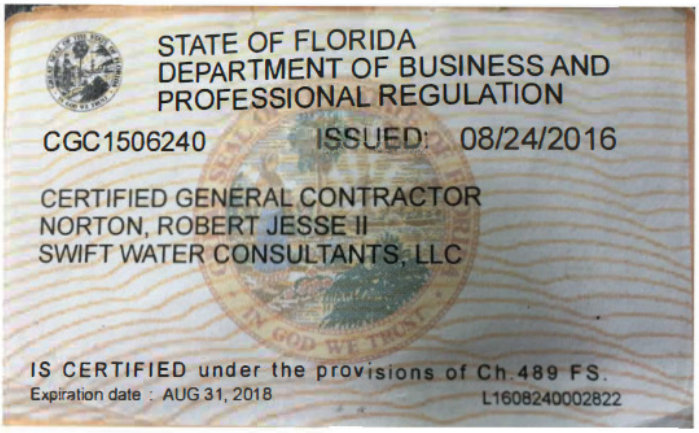
Name:	**NORTON, ROBERT J.** (Primary Name)
Main Address:	**821 S. NEWPORT AVE. TAMPA Florida 33606**
County:	**HILLSBOROUGH**

License Information

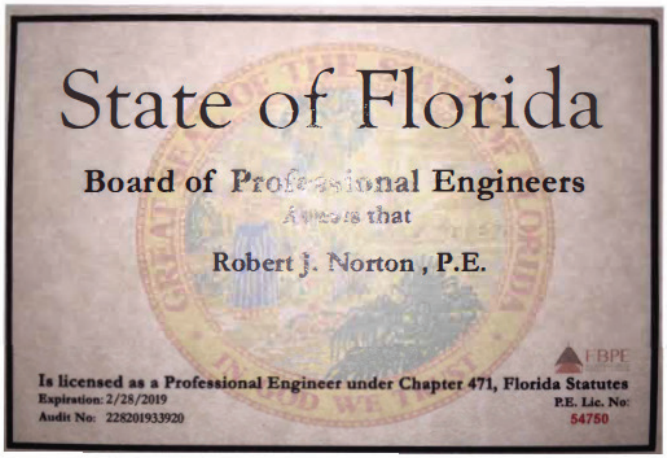
License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**54750**
Status:	**Current,Active**
Licensure Date:	**07/26/1999**
Expires:	**02/28/2025**

Special Qualifications	Qualification Effective
Advanced Building Code Course Credit	**11/28/2018**

Alternate Names



GC License (SWC CGC1506240)



Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

State of Florida

Minority Business Certification

In Depth Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

03/18/2025 to 03/18/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

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Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

IN DEPTH INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541990, 561790, 561990, 624230

Samuel (Sammy) Febres

DBE & Small Business Development Manager

Florida Department of Transportation

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

Company ID Number: 1225292

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	In Depth Inc.
Company Facility Address	1473 Old Haw Creek Rd. Bunnell, FL 32110
Company Alternate Address	1473 Old Haw Creek Rd. Bunnell, FL 32110
County or Parish	FLAGLER
Employer Identification Number	821293180
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 25
Number of Sites Verified for	1

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

AFFIDAVIT AS TO NON-COLLUSION

STATE OF Florida

COUNTY OF Flagler

I, the undersigned, Zachary Rogers, being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of: In Depth Inc.,

the Respondent that has submitted the attached Letter of Interest.

2. The attached Letter of Interest is genuine. It is not a collusive or sham Letter of Interest.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached Letter of Interest.

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

5. No official or other officer or employee of the City, whose salary or compensation is payable in whole or in part by the City, is directly or indirectly interested in this Letter of Interest, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

Signature: _____

Title: President

Subscribed and sworn to before me this 5th day of August, 20 25.

Notary Public, State of Florida at Large

My commission expires: 3/13/29

(SEAL)

DANNY BROADHURST
Notary Public - State of Florida
Commission # HH 651225
My Comm. Expires Mar 13, 2029

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

QUALIFICATIONS — GENERAL

As part of the Submission, Respondent shall complete the following so that the City can determine Respondent's ability, experience, and facilities for performing the Work.

Name of Respondent: In Depth Inc.

Respondent's tax identification No.: 82-1293180

Year company was organized/formed: May 5, 2017

Number of years Respondent has been engaged in business under the present firm or trade name: 8+

Total number of years Respondent has experience in similar work described in Minimum Qualifications of the Solicitation: Key team members vary from 10 to 35 years experience

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

N/A

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this Letter of Interest or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

No

Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this Letter of Interest. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

Please see resumes attached to this document for details regarding marine Construction experience.

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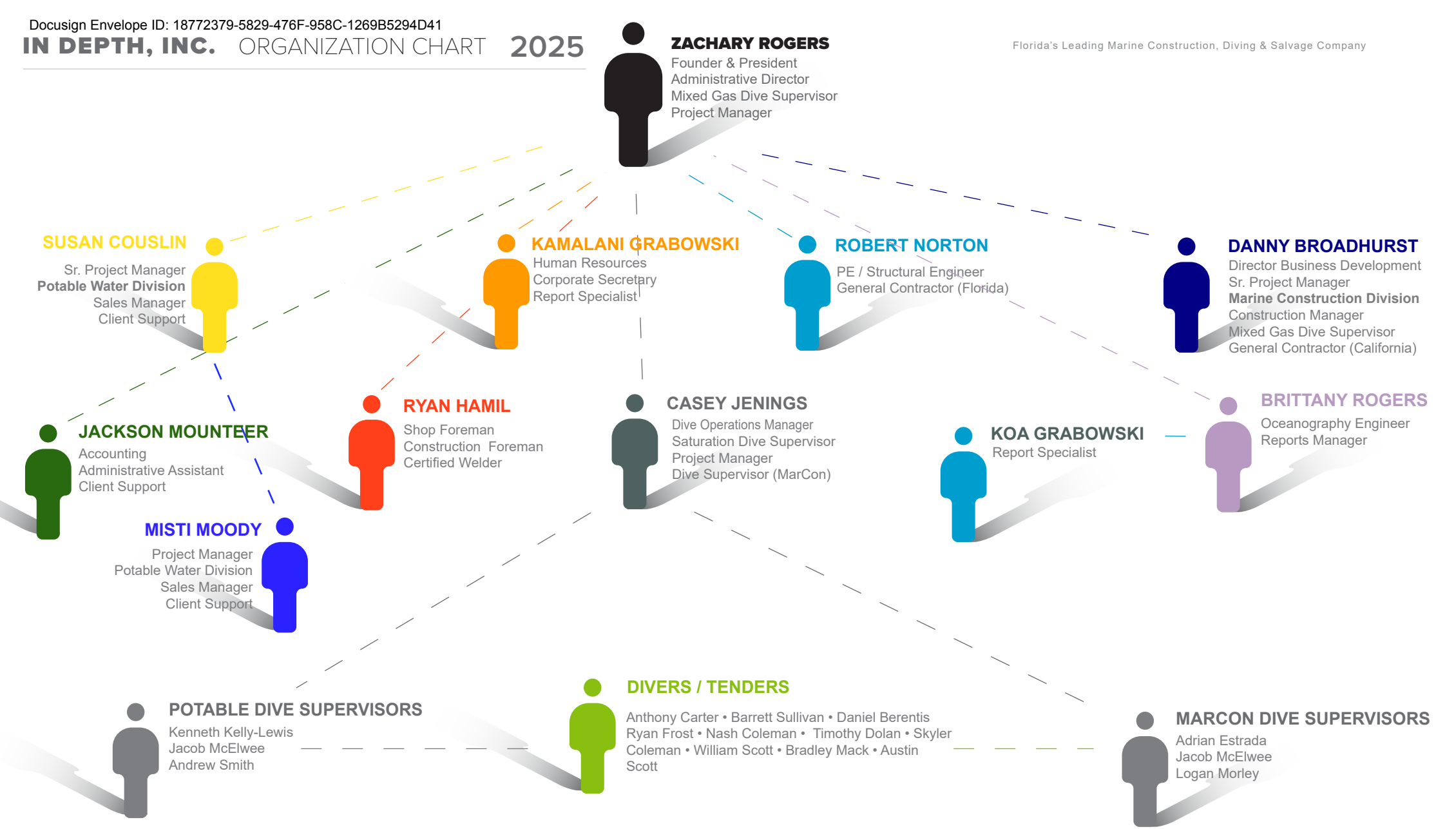
IN DEPTH, INC. ORGANIZATION CHART 2025

Florida's Leading Marine Construction, Diving & Salvage Company



BUNNELL, FLORIDA
1473 Old Haw Creek Rd.
Bunnell, FL 32110

(386) 202-2771 www.indepthservicesinc.com indepthservicesinc@gmail.com 24-hr **Emergency**: (386) 986-8177

InDepth

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

ZACHARY ROGERS

PRESIDENT zach@indepthservicesinc.com (386) 986-8177

EXPERIENCE

PROJECTS

Dam deepwater pump salvage & replacement - Leadville, CO
Dam bulkhead construction / installation - Steamboat Springs, CO
Dam Intake / gate construction - Pisgah, CO
Reservoir intake pump actuator replacement - Irvine, CA
Water Storage tank maintenance and inspection - Redding, CA
Buzzard Roost hydroelectric Dam Inspection - Greenwood, SC
Elevated sound suppression NASA water tower inspection - Titusville, FL
65 ft derelict vessel Salvage and Disposal - Volusia County, FL
55 ft derelict vessel Salvage and Disposal - Volusia County, FL
Water storage tank maintenance and inspection - Savannah, GA
Structure Inspection Program - SFWMD, FL
Navigational Waterway marker replacement / installation - Pasco County, FL
Underwater theater stabilization & Anode install - Weeki Wachee, FL
Seawall fender piling installation - Fort Lauderdale, FL
SR44 Bridge footer form removal & inspection - DeLand, FL
Draw-down structure / Gravity Dam inspection - Bay County, FL
FWC Jackson Bluff Dam helical anchor buoy Installation - Tallahassee, FL
Subaqueous cable / Water main locate & survey - New Smyrna, FL
Soldiers Creek Facility dredging - Seminole County, FL
Water storage tank maintenance and inspection - Palm Beach County, FL
Tugboat tow chain Salvage - Port of Tampa, FL
72 in Intake structure valve removal / salvage - Tampa, FL

CERTIFICATIONS

D.C.B.C Unrestricted Surface Supplied Commercial Dive Supervisor
Association of Commercial Diving Educators (A.C.D.E.) Air/MxG
N.C.C.E.R Rigging Fundamentals
OSHA 40
OSHA Confined Space Entry procedures
NACE CSP1 Inspector
N.D.T. Level I & II U/W V.T., U.T. & M.P.I.
First Aid, C.P.R., O2 Provider, Automated Defibrillator Qualified
Offshore Survival Certified
TWIC/Valid U.S. Passport
AWS D3-6M Underwater Welding Certifications
NASE Certified Rescue Diver
EMT & DMT Certifications (dive medic)
Fall Safety Protection Cert.
Data Entry Specialist
UAS Remote Pilot License (Cert. # 4312217)
Certified Specialty Marine Contractor (License # SCC131152633)
Dive Helmet Technician (Cert. # T-18050)
Visual Cylinder Inspector (PSI - PCI # 33391)
MBE - Minority Owned Business (State of Florida)
DBE - Disadvantage Business Enterprise
AWWA - American Water Works Association
ACI - American Concrete Institute
NACE - National Association of Corrosion Engineers
SSPC - The Society of Protective Coatings
FRWA - Florida Rural Water Association
NHI - National Highway Institute

PROFILE

Zachary Rogers, CEO, President and Founder of In Depth, Inc. has over 7 years of experience in the commercial diving industry, including underwater assessments & inspections, marine construction, marine structure rehabilitation, asset management, service life evaluation, damage assessment, preventive maintenance, and underwater salvage and recovery.

Zach is a certified ADCI Commercial Mixed Gas Dive Supervisor and Diver, NHI Underwater Bridge Inspector, Certified Specialty Contract, NACE coating inspector, Aerial drone pilot, and ROV operator. He is educated and experienced working with subaqueous elements consisting of steel, concrete, timber, fiberglass, vinyl, and other natural materials. Over his career, he has performed a wide variety of inspections & evaluations on government assets, with a collective estimated value greater than 100 million dollars.

Zach Rogers and the environment: Why protecting and serving our environment is important.
Ecosystem service is defined as the direct and indirect contributions of the ecosystem to human well-being, and it directly affects the quality of life and most importantly, survival. Our ecosystems provide not only recreational opportunities but most importantly it provides us with food, clean air, and fresh water. Florida's fish and wildlife resources based on the latest scientific data describing the state's ecosystems and the wide diversity of species in those ecosystems. There are more than 570 species of wildlife, more than 200 native species of freshwater fish and more than 500 native species of saltwater fish that relay on the ecosystem in Florida.

In Depth Services believes in keeping our waterways clean and rebuilding the ecosystem that supports native species in Florida. We are proud to be involved in programs such as the Derelict Vessel Program. This program involves removing abandoned vessels that are a danger to the environment. During the process of restoring the environment we not only have set safety standards for our team but the wildlife. If there are any wildlife within a 50-foot radius work is halted, during traveling to or from work site and on the site.

During the process of removing vessels, siphoning fluids from engines and radiators before removal to stop the pollutants being released into the natural environment is one of the most important steps, as well as the secure recovery of filters, batteries and other harmful vessel components. Utilizing additional measures, we deploy turbidity curtains to collect harmful pollutants from travelling into the water system and directly affecting the delicate ecosystem.

Further protecting the ecosystem, vessels are removed with air bags or cut into pieces to prevent scarring and scouring the bottom of the area.

Recently, InDepth has been involved in rehabilitating a 10-year ongoing Oyster Hatchery project for Florida State University. The Apalachicola Bay System Initiative is working to rehabilitate these oysters from this hatchery to the Appalachia Bay.
InDepth has taken part of this delicate process using state of the art technology. As a result making sure the incoming water to their system is clean and clear of pollutants for happy healthy oysters.

CONTACT US

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info@indepthservicesinc.com

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DANNY BROADHURST MBA

SR. PROJECT MANAGER & BUSINESS DEVELOPMENT danny@indepthservicesinc.com

EXPERIENCE

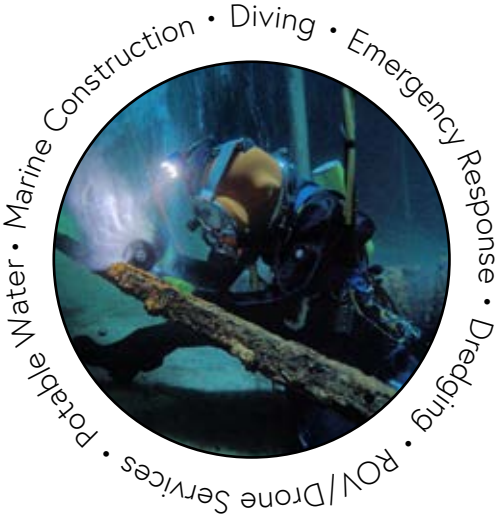
MARINE CONSTRUCTION
Piers and Wharves Piling Installation/Inspection
Vessel Maintenance and Inspection
Pier Walls, Pilaster & Footing Repairs
Marine Ocean Outfalls
Construction Inspection
Concrete & Foundation Work
Remote Operated Vehicle Operations
Hydroelectric Infrastructure
Tunneling
Offshore Oil & Gas

NOTABLE PROJECTS
Bright Water Outfall
Valdez Oil Spill
PLEMS and SBM's Okinawa
Port Of Seattle Pier Repairs
City Of Seattle 1st Ave. Bridge Outfall
ALCOA Shipping Terminal Pier Repairs
USACE California Aqueduct Construction
Bremerton Shipyard UW Infrastructure Repairs
Trident Submarine Base Nanaimo
USCG Vessel Salvages Columbia River
Port Security Installations (VA)
Google Trans-Pacific Fiber-Optic Cable Installation
Fiibre Optic Cable Installation Sacramento River/San Francisco Bay
Crescent City Tsunami 17 Vessel Salvage
& Marina Rehabilitation & Reconstruction
Bandon Vessel Salvage
Santa Rosa Island Salvage
Louisiana Pacific Marine Ocean Outfall
Port of Los Angeles Dive Services Contract
Pier 10 Rehabilitation San Diego
Gerald Desmond Bridge Long Beach

EDUCATION
College of Oceaneering
MBA, Middlesex University, London
Project Management NYU
Texas School of Photography

CERTIFICATIONS
Commercial Diving/Burning Certification
ADCI Certified Mixed Gas Supervisor/Diver/ROV Pilot
Royal Australian Navy (RAN) Various Certs
OSHA 10
NDT UT Level II, Mag Particle Level II, Vis. Insp. Level II
ASCE Bridge Inspection

AWARDS
ENR West Project of the Year 2008
Vanir CM Brightwater Outfall
Global Diving Safety Award (CA) 2011
Global Diving Employee of the Year Award (CA) 2011



PROFILE

Danny Broadhurst, MBA brings one of the most distinguished resumes in Marine Construction acquired over 30+ years' experience - from the Royal Australian Navy, to operating as a deep-sea diver, project superintendent, project manager, and executive. His aptitude projected him into a Dive Operations Manager position after 23 years underwater for Global Diving & Salvage, the nations leading commercial diving & salvage company - an advancement reserved for the elite in the field. His experience and proven results make him one of the most successful, active Marine Construction Managers in the world.

Mr. Broadhurst has spent the last decade in Senior Management positions for Marine & General Construction companies overseeing operations and providing supervision from project inception to completion. His specialty expertises include, marine, construction, inspection and maintenance of marine ocean outfalls, offshore oil and gas platform work, pier construction, harbor service contracts, and inland construction including hydroelectric/utility infrastructure work including all facets of construction and inspection. As Senior Marine Inspector for King County in Seattle, Mr. Broadhurst was responsible for quality assurance on the Brightwater Outfall project, part of a $1.86 Billion regional wastewater treatment system.

Danny is also experienced in responding to wide scale emergency situations. He responded actively as a Project Manager following the Santa Barbara oil spill in 2016, Los Angeles Northridge earthquake in the 1990's, and also participated in the Valdez oil spill in Alaska in 1989, as well as the salvage of many vessels and structures over the years. In 2018 Danny was Chair of the Diving Technical Comittee for the American Salvage Association (ASA.)

Danny has managed international projects, including mobilizing and on-site supervising of projects for the U.S. Military in Japan and private sector projects in Central America and Spain. His participation in marine projects in Central America, Asia and Europe have enabled him to develop unique capabilities and cultural awareness that are vital in today's complex marketplace.

Danny's range of expertise includes managing large teams, negotiating and reviewing contracts with clients & implementing innovative solutions while applying cultural sensitivities and emotional intelligence (CQ/EQ). He is able to lead projects forward safely, cost-effectively and efficiently and is well regarded for his strong work ethic and reliability, particularly in fast-paced environments.

Prior to In Depth, Inc., Danny was Senior Project Manager and Director of Business Development for a CM firm in Manhattan managing the NYC Department of Sanitation (DSNY) Marine Transfer Station CM contract, managing approximately $5 Million in on-call CM contracts, and led the Public Sector Business Development team production of material to respond to RFP's, RFQ's and EOI's including developing a proposal for a multi-billion dollar coastal resiliency project with NYCDDC, placing second.

Mr. Broadhurst also holds a California State 'A' General Engineering Contractors License and consults for engineering companies seeking marine construction solutions.

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SENIOR MARINE CONSTRUCTION MANAGER

DANNY BROADHURST

ALCOA Shipping Terminal
Pier Repairs

KING COUNTY
Bright Water Outfall
PORT OF SEATTLE Pier Repairs
CITY OF SEATTLE 1st Ave. Bridge Outfall

US Navy
Bremerton Shipyard
UW Infrastructure
Repairs
Trident Submarine
Base

WASHINGTON

USCG Vessel
Salvages Columbia River

Trans-Pacific Fibre-Optic
Cable Installation GOOGLE

CRESCENT CITY Tsunami 17 Vessel Salvage
& Marina Rehabilitation & Reconstruction

OREGON

BANDON Vessel Salvage

EUREKA
Louisiana Pacific
Marine Ocean Outfall (MOO)

IDAHO

SODA SPRINGS
Hydroelectric Dam Repairs

CODY
Buffalo Bill Dam Repairs

WYOMING

NORTHERN CALIFORNIA
PACIFIC GAS & ELECTRIC
Various Hydro-Electric Facilities
Feather River Valley
Pitt River System
Mt. Shasta
UW Inspections & Construction

USCG Vessel
Salvages

NORTHERN CALIFORNIA POWER AUTHORITY
Hydro Electric Facilities

SAN FRANCISCO
Fibre-Optic Cable
Installation

PORT OF SACRAMENTO
Pier Inspections & Repairs

FOLSOM DAM
Underwater Construction
& UW Security Installations

CENTRAL CALIFORNIA
PACIFIC GAS & ELECTRIC
Various Hydro-Electric Facilities
UW Inspections & Construction
King River Valley
Fresno

MOSS LANDING MARINE INSTITUTE
Seawater Intake Construction
& Maintenance

NEVADA

Hoover Dam
Underwater Construction
Boulder

BUELLTON
Santa Ynez River
Micro Tunneling
Operations

USACE California Aqueduct
Construction

SOUTHERN CALIFORNIA
Port of Los Angeles Dive Service Contract
Channel Islands Harbor Construction
Channels Islands Seawalls & Marina Construction
City of Los Angeles Hyperion Sewage Treatment Plant
City of LA Hyperion Outfall
Whites Point Marine Ocean Outfall (MOO)
USCG Vessel Salvage Port of Long Beach
US Navy Submarine Tracking Range San Clemente Island
Berth 136 Terminal Repairs Port of Los Angeles
Pier 10 Construction and Dredging San Diego
Santa Barbara Channel Oil Platforms Construction & Inspection
Seal Beach/Long Beach Oil Platforms Construction & Inspection
South Bay Marine Ocean Outfall(MOO) - San Diego/Tijuana
City of Huntington Beach Huntington Harbor Seawall & Footing Inspections
Terminal Island Marine Ocean Outfall (MOO)
Platform C Inspections +300'
SFI Gerald Desmond Bridge, Long Beach
PXP Oil and Gas Platforms - Inspections/Cleaning
FCC Santa Rosa Island Pier Construction
USCG Santa Rosa Island Vessel Salvage
Santa Monica Bay AUV Operations
City of Oceanside Marina Dredging
Port of Los Angeles Dredging
Channel Islands Harbor Dredging
Ventura Harbor Dredging
Shelter Island Pipe Lay
SDGE Hydro-Electric Facilities
State of California
US NAVY
USCG
USACE

ALASKA
North Star Island Beaufort Sea
BP Oil Platform Construction

ALASKA
Exxon Valdez Oil Spill
Diving Services, Construction
& Bioremediation

NEW YORK

NEW YORK, NY
DSNY
Marine Transfer Stations
Dredging Pier 99
Pier 99 Repairs & New Construction
North Shore MTS, Flushing NY
Staten Island Composting Facility
Construction Phases I & II

BATTERY PARK CITY AUTHORITY
BPCA Ballfields Coastal Resilency

VIRGINIA

US NAVY VIRGINIA BEACH
Underwater Construction
& Port Security Installations

JACKSONVILLE, FLORIDA
Underwater Construction
& Pier Repairs, Green Cove Springs

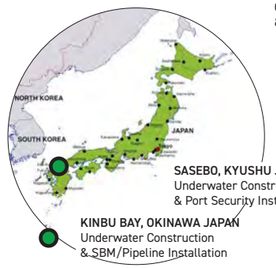
FLORIDA

FT. LAUDERDALE FLORIDAPORT EVERGLADES
Underwater Construction
& Port Security Installations

PORT ARTHUR, TEXAS
Underwater Construction

GULF OF MEXICO
Oil & Gas Platform Construction
& Inspections

ACAJUTLA, EL SALVADOR
PEMEX
Underwater Construction
& Pipeline installation



SASEBO, KYUSHU JAPAN
Underwater Construction
& Port Security Installation

KINBU BAY, OKINAWA JAPAN
Underwater Construction
& SBM/Pipeline Installation

ANDALUCIA, SPAIN
Underwater Construction
Cadiz, Barbate, Algeciras & Malaga

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ROBERT J. NORTON PE

STAFF ENGINEER robert@indepthservicesinc.com (813) 245-9997

EXPERIENCE

PROJECTS

20,000sqft warehouse design, permitting and construction management - Live Wire Audio
New Build Dental, Veterinary and Medical offices design and layout – Dental Solutions
Design of floating passenger loading ramp – Florida Aquarium
Commercial marina design and construction oversight in Destin, FL – Sides Point
Design of footings and pedestals as well as passenger approach and exit structure for Roller Coasters Montu, Sheikra, Kumba - Busch Gardens, Tampa
Layout for new warehouse with loading dock and office space – Allstate Business Centers
Upgraded multistory access to apartments to meet ADA requirements - Silver Palms Apartments
Modified pool area, leasing office and communal bathrooms to meet ADA - Carlyle At Waters
Ship Safety Plan and Fire Protection verification for Class DNV/USCG – Bahamas Celebration
Ship Safety Plans and Fire Protection verification for Class ABS/USCG – United Ocean Shipping
Onsite OSHA Safety verification (Hazwoper) services for brown zones – State of Florida
Onsite OSHA Safety verification for confined spaces Tank Inspections – National Forestry Service
Onshore fabrication engineering and offshore installation oversight of subsea pipe line,
Visakhapatnam, India -Bay of Bengal supported the metrology, field verification and onsite
approval of line pieces, jumpers, valving - Delta Marine
Developed shuttle tanker and FPSO weather matching - Petrobras and OSG.
Sub surface repair of 33 meter concrete breasting dolphin in Manaus Brazil. Facilitated float out
of existing dolphin and installation of new. – Titan Salvage / Ardent Global
Development of jackup accommodations unit for Cook Inlet Alaska. Conoco Phillips
Developed process and components required for change of a subsea flex coupling for an FPSO off Nigeria. – Delta SubSea

EDUCATION

(Aug/96-Dec/98) University of South Florida
Masters of Mechanical Engineering (MME)
(Aug/89-May/94) University of Tennessee
Bachelor of Science in Mechanical Engineering (BSME)

PROFILE

STRUCTURAL DESIGN Structural design and plan set development, permitting coordination, survey and inspection work associated with littoral and inland facilities, both commercial and residential, including warehouses, restaurants, private residences, as well as heavy civil structural dry-docks, graving docks, marine rail systems, bridge crane systems and lifting plans, mooring dolphins, marinas, piers, wharfs, wave attenuation barriers bulk/containerized cargo and storage facilities. Inspection, certification and capacity ratings for floors, decks, racks, dry-docks, Syncro Lifts, dolphins, piers, wharfs, service tanks, graving docks, storage tanks, etc.... All work completed to applicable codes, class guidance and appropriate OSHA / ADA standards.

MARINE/ OFFSHORE Platform survey and inspection work related to hurricane damage, ship strikes, environmental degradation, blowouts, etc… around the world including temporary and permanent abandonment of sub-sea wells hot tap and wire line work. Subsea piping system design and oversight for installations and removals including salvage intervention on "live" systems. Jack-up and lift boat design and leg penetration studies. Mooring analyses for FPSO and shuttle tanker with bow loading and turret systems. Offshore work managing of ROVs and saturation divers for subsea tasks.

SALVAGE Multiple on and off site salvage jobs around the world requiring in field engineering ecisions covering all disciplines of Naval Architecture and Civil Marine Engineering.

- Successful refloating removal of the 278,734 dwt M/V Wesser Ore grounded at Tubarao, Brazil. Work scope included structural calculations necessary to refloat the vessel and establish a state static equilibrium with sufficient stability to transit the Atlantic and Indian Oceans such that the vessel could be scrapped in China. Onsite structural calculations were also required by Chinese officials to allow for unloading and scrapping.

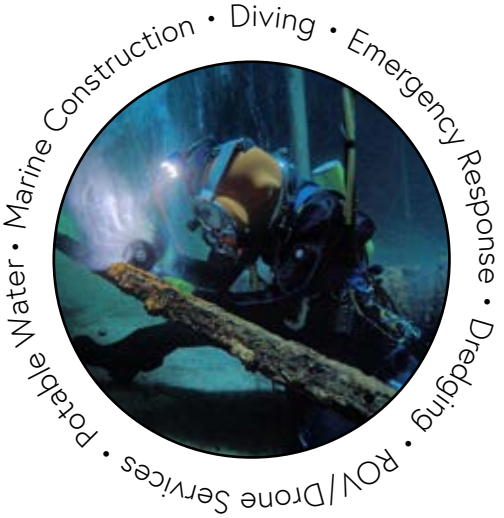
- Successful refloating of the M/V Galapagos Discovery (87m x 14.6m) in the Panama Canal. Work scope included calculations necessary to allow for par buckling of vessel from loaded dump scows with the assistance of lateral resistance PZ-piles and final stability to allow for refloat and transit to offshore scuttling site.

- Removal of New Carissa, Coos Bay Oregon, Work includes salvage planning design of tower structure on sheet piles and a teleferic from shore 1,000 feet out to a jack-up platform for wreck removal operations.

GENERAL MARINE ENGINEERING Mechanical design work and calculations associated with electrical (AC/DC 1P/3P), inert gas, piping, vapor, gas, hydraulic, compressed air and any other systems related to vessels of all sizes and types. New construction and retrofitting of product carriers, bulk carriers, passenger vessels and all other types of vessels. Significant stability work and related approvals associated with various passenger vessels, bulk carriers, product carriers, pleasure craft and all other sorts of vessels. Approval from classing agencies such as the American Bureau of Ships, the United States Coast Guard, Lloyds of London, the Maritime and Coastguard Agency, Germanischer Lloyd and other regulatory agencies. Work related to high-speed craft, littoral assault craft, and fast catamaran in and offshore.

LICENSES/CERTIFICATIONS

Certified General Contractor in the State of Florida (CGC1506240 / CA29493)
Certified Plumbing Contractor in the State of Florida (CFC1430025)
National Council of Examiners for Engineering and Surveying Certified (No. 30955)
Certified PE, in Naval Architecture / Marine Engineering & Mechanical Engineering
Registered Professional Engineer in the State of Florida (FL Reg. No. 54750)
Registered Professional Engineer in the State of Texas (TX Reg. No. 99147)
Registered Professional Engineer in the State of Oregon (OR Reg. No.80337)
Registered Professional Engineer in the State of U.S.V.I (U.S.V.I. Reg. No.1006E)



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CASEY JENINGS

PROJECT MANAGER/SATURATION DIVE SUPERVISOR casey@indepthservicesinc.com

EXPERIENCE

DEPLOYMENTS and PROJECTS

Current Project Superintendent, Diving Supervisor
Florida, Marina Repairs, Underwater Burning Operations, Inspection, Penetration Diving, Dam Repair, Subsea Screen Installation

2016 - 2024 Superintendent/Project Manager, DSV Statiaborg
Saint Eustatius, PLEM Removal and Installation, Span Mitigation, SPM Removal and Installation, Marine and Field Maintenance and Inspection
2015/2016 Project Manager/Diver/Logistics
Wrights Reservoir, Mt Pisgah, Full demo and replacement of components in 100yr old outlet works
2014 Dive Superintendent, DSV Swordfish
Subsea 7-30 and 36" Pipeline and Riser Installation, Bay of Campeche, MX
2013 Dive Superintendent, DSV Lewek Toucan
Subsea 7-36" Riser and pipeline Installation, Bay of Campeche, MX
2013 Dive Superintendent, Crossmar 14
Walther Oil and Gas- Well Intervention
2013 - ROV Superintendent, DSV Swordfish
Saipem- Lift crossing and install grout bag for separation, EB 994
2013 - ROV Superintendent, DSV Swordfish
BHP- Jumper, EFL, and HFL re-route
2013 - ROV Superintendent, DSV Swordfish
Mobilization on XLS 17- Gulf Copper Galveston
2012 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- ST 151I; ST 51CH
2012 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- EC 272; ST 151G
2012 - ROV Shift Supervisor, RSV Viking Posiedon
BP- BP's Atlantis field. Hydrate Remediation
2011 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- EI 272E; EI 272A
2011 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- EI 339C
2011 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- ST 151; EI 313; 338; EC 272
2011 - Saturation Dive Supervisor, DSV Viking Poseidon
BWO- Offshore Boston Harbor (Control Umbilical Removal and Installation)
2011 - Saturation Dive Supervisor, DSV Viking Poseidon
BWO- Mobilization of SAT V in Galveston
2010 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- ST 151; EI 313; 338; EC 272
2010 - Saturation Dive Supervisor, DSV Normand Clipper
Chevron's Hurricane Restoration Team- ST 151; EI 313; 338
2010 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- ST 151; EI 313; 338

CERTIFICATIONS

Commercial Diving Certification
ADCI Certified Saturation Diving Supervisor
CPR/First Aid/AED
API Certified Rigging
IMCA Bell Diving Supervisor
Offshore Water Survival
HDPE Pipe Welding
Personnel Transfer Basket
STCW
CPR/First Aid/AED

PROFILE

Casey currently has over 26 years experience in the commercial diving and marine construction field.

WORK HISTORY

COMPANY	POSITION	DATES
In Depth, Inc.	Project Manager/Dive Supervisor	Jul 2024 - current
JW Van Stee	Project Manager/Field Superintendent	Nov 2016 - Jun 2024
REDS Caribbean	Project Manager/Saturation Diving /Supt.	Feb 2016 - Oct. 2016
Inland Potable Services	Project Manager	Jan 2015 - Aug. 2016
Ranger Offshore Inc.	Saturation Dive Superintendent	May 2013 - Jan 2015
Veolia Environmental Services	Saturation Dive Supervisor/ ROV Shift Supervisor	July 2008 -May 2013
Deep Marine Technologies	Saturation Dive Superintendent	April 2008 -July 2008
Cal Dive International	Saturation Dive Supervisor	January 2007 - April 2008
International SubSea	Offshore Manager	May 2006 -January 2007
Torch Inc	Project Manager/Saturation Diving /Supt.	Sept 1999 - May 2005
Global Divers	Surface Diver	June 1998 - Nov 1998

Proficient with

- Cold Cutting Tools
- Underwater Burning
- Crane Operations
- Jetting
- Excavating
- Torque Tools
- Oil and Gas Operations
- UT Inspection
- Surface Diving
- Pipeline Construction
- Saturation Diving
- Logistics
- Surface Dive Supervisor
- Project Management
- Saturation Dive Supervisor
- Accounting
- Basic skills in Hydraulic, Electrical, and Pneumatic equipment
- Hydrostatic Testing Operations
- Salvage
- Rigging
- ABS Inspections
- ROV Operations

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BRITTANY ROGERS

OCEAN ENGINEER Brittany@indepthservicesinc.com

SKILLS

Aquasim/ AquaModel
Microsoft Office Tools
Word, Project, Excel, PowerPoint
MATLAB & Simulink
Fundamentals, Programming Techniques
Solidworks/ Onshape/ 2D CAD
Drawing, Advanced Parts, Surface Modeling
Altium/ PSpice
Soldering
Manual/ CNC Lathe and Mill Operating
DAWIA Level I
DoD Courses
Sonar Fundamentals, Submarine/ Torpedo 101, Naval Standard Items, SSPC
NAVSEA Basic Paint Inspector, HRMC Integrated Test Engineer/ Project Support Engineer

EDUCATION

B.S. Ocean Engineering
Florida Atlantic University (FAU) Boca Raton, FL

INDEPENDENT STUDY

Southeast National Marine Renewable Energy Center
Florida Atlantic University

Determined geographic areas within the Florida Current with the highest kinetic energy flux density utilizing current data provided by surface drifting buoys from the Global Drifter Program (NOAA). The kinetic energy density was calculated and plotted in MATLAB with the purpose of utilizing results for the testing and implementation of underwater turbines.

PROFILE

Ocean Engineer with 7 years of experience working for the Department of Navy (DoN) and in the Private Industry as a Mooring system engineer, leveraging education and diverse experience from detailed system design, modeling, analysis and testing to broad project management support and quality assurance.

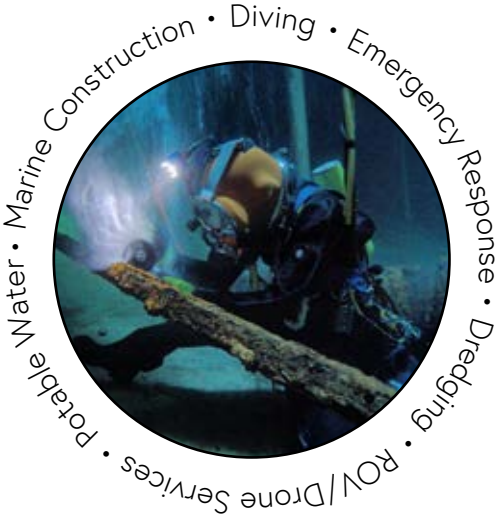
EXPERIENCE

Mooring System Engineer Forever Oceans Oct 2021 – Nov 2023

- Modeled and simulated Single Point Mooring (SPM) systems for cage and barge platform using Finite Element Analysis software to calculate and simulate structural responses to environmental loads (waves, current, wind)
- Performed and interpreted calculations and analyses of environmental forces on cage and mooring components for model validation
- Generated multiple mooring analysis reports detailing modeling and simulation findings, design recommendations or limitations, required material based on max load and material safety factors
- Developed design and analyzed mooring system for oceanographic buoy in Panama and twin packed cages in Indonesia
- Generated Bill of Material for various mooring projects
- Developed Quality Control process for cage fabrication and deployment
- Provided advisory services for the construction of cages with the production team
- In field experience in Panama for QA and cage submergence testing
- Review and assessment of multiple metaocean analysis reports for farm site locations
- Development of mooring inspection procedures and criteria for the SPM systems and condition assessments
- Analysis of future cage design concepts and cost presented to upper management
- Analysis of environmental data collected from cage sites using Python and Excel
- Modeled cage and mooring designs and concepts in 2D and 3D CAD software
- Prepared barge and mooring disconnection method procedures/ drawings
- Use of Navionics and Google Earth to generate bathymetric maps and contour data for farm locations
- Modeling and analysis of net pen aquaculture systems biological impact on benthic layer and water column using Aquamodel EASy - submodels of fish physiology, hydrodynamics, water quality, nutrient dispersion and ecosystem assimilation in geographic information system software

Project Support Engineer DoN Pearl Harbor Naval Shipyard & Intermediate Maintenance Facility

- Primary liaison between the Project Team and the Naval Supervising Activity Engineering Department
- Technical oversight on Contractors' performance of shipboard work for compliance to technical specifications
- Verified and witnessed LMA's required testing for Sea Trails ensuring work certification
- Reviewed Contractors' work specifications ensuring the requirements of tasking documents are met, naval standards invoked, and final acceptance documentation will validate work performed
- Interpret design drawings and initiated Liaison Action Request to document changes/ discrepancies to Naval installation drawings
- Review of planning department's scope of work documentation and provided guidance on recommend acceptable engineering solutions



CONTACT US

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ADRIAN ESTRADA

DIVING SUPERVISOR/COMMERCIAL DIVER info@indepthservicesinc.com (386) 202-2711

EXPERIENCE

PROJECTS

Commercial Air Dive Supervisor In Depth Inc since 2021 - Various Projects
Commercial Air Diver In Depth Inc 2018- 2021 - Various Projects
Mobilize Equipment
Drive company trucks and trailers
Working at heights
Travel state to state as needed
Underwater construction and inspections
Report Writing
Equipment Maintenance
Train new employees
Fabrication & Welding

EDUCATION

CDL License in Commercial Driving
U.S. Truck Driving School - Wheat Ridge, CO May 2017 to June 2017
Commercial Diving in Education/Training
CDA Technical Institute - Jacksonville, FL March 2014 to July 2014
Diploma in Welding
Lincoln College of Technology - Denver, CO November 2012 to July 2013

PROFILE

Highly motivated and professional Commercial Diver and Project Manager with 9+ years of experience. Proficient in managing a team, back end paperwork and report writing, and communicating with internal and external stakeholders.

Possess exceptional timeliness and quick learning skills with a proven ability to work independently and as part of a team. While constantly acquiring new skills and certifications to keep growing his professional career as a commercial diver and Project Manager.
Full time employee of In Depth, Inc. since 2018.

CERTIFICATIONS

Diver Certification Board of Canada (D.C.B.C.) - Unrestricted Surface Supplied Commercial Diver
Association of Commercial Diving Educators (A.C.D.E.) - Air/Mixed Gas Commercial Diver
American Petroleum Institute Rigging Standards (API PR-2D) - Certified
OSHA, Haz-Mat/Hazwoper procedures (40 Hours)
Non Destructive Testing (N.D.T.) Level I & II U/W V.T., U.T. & M.P.I.
First Aid, C.P.R., Oxygen Provider & Automated Defibrillator Qualification
National Center for Constructions Education and Research (NCCER) - basic safety and power tool Safety Certification
Class A Commercial Drivers License

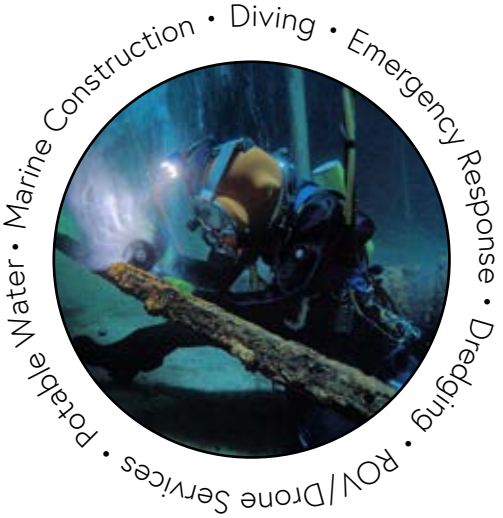
PREVIOUS PROFESSIONAL EXPERIENCE

COMMERCIAL TRUCK DRIVER
J Estrada LLC - Brighton, CO
June 2017 to Feb 2022

- Operate manual transmission semi truck safely to and from job sites Load and unload frac sand safely using blower and hoses.
- Fill out log book, bill of lading, and other general paperwork.
- General maintenance on truck and trailer

WELDER/FABRICATOR
Imperial Welding & Repair LLC - Denver, CO April 2017 to May 2017
Armstrong Steel - Englewood, CO February 2016 to April 2016
Wanco Inc. - Arvada, CO February 2015 to May 2015
LEED Fabrication Services, Inc - Brighton, CO August 2013 to February 2014 Inland

COMMERCIAL DIVER/TENDER
Potable Services, Inc. - Centennial, CO April 2016 to April 2017
Specialty Diving - Loranger, LA - May 2015 to February 2016
C-Dive LLC - Houma, LA - August 2014 to February 2015



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KENNETH KELLY-LEWIS

DIVING SUPERVISOR/COMMERCIAL DIVER kenny@indepthservicesinc.com (386) 202-2711

EXPERIENCE

PROJECTS

Elevated sound suppression NASA water tower inspection - Titusville, FL
65 ft derelict vessel Salvage and Disposal - Volusia County, FL
55 ft derelict vessel Salvage and Disposal - Volusia County, FL
25 ft derelict vessel Salvage and Disposal- Volusia County, FL
Water storage tank maintenance and inspection - Georgia
Water storage tank maintenance and inspection – Florida
72 in Intake structure valve removal / salvage - Tampa, FL
Underwater theater stabilization & Anode install - Weeki Wachee, FL
Draw-down structure / Gravity Dam inspection - Bay County, FL
RCM Construction - Installation of outfall screens, The Villages, FL
Pile Installations, various locations throughout the State of Florida.

CERTIFICATIONS

Diver Certification, Board of Canada (Certificate of Medical Fitness)
Diver Certification, Board of Canada (Occupational Diver Certificate of Competency)
International Consensus Standards for Commercial Diving and Underwater Operations, ADCI
Top Side Welding for Commercial Divers HAZMAT/HAZWOPER Certification
NDT Certification Nondestructive Testing (NDT) Level 1 & II – U/W VT, UT & MPI in accordance
with American Society of Nondestructive Testing (ASNT) Standards.
o Underwater Visual Testing (U/W VT)
o Ultrasonic Testing (UT)
o Magnetic Particle Inspection (MPI)
Unrestricted Surface Supplied Air Diver (Commercial Diver Technologies, LLC)
Job Safety/Hazard Analysis (JSA) Certificate (Commercial Diver Technologies, LLC)
Basic Offshore Survival Training (Commercial Diver Technologies, LLC)
Marine Rigging Safety (API RP 2D) – OSHO Compliant Training (Gulf Regional Industrial Training)
Basic Offshore Safety Induction and Emergency Training w/ CA-EBS (Crescent Safety Services, LLC)
CPR/AED/First Aid (National CPRF Foundation)
IADC RigPass (RelyOn Nutec USA, LLC)
OPITO Certification (Crescent Safety Services, LLC)
TWIC Certification (Transportation Security Administration)
Nitrox Diver (NAUI Worldwide)
Open Water Scuba (NAUI Worldwide)
Surface Supplied Air Diver (Association of Diving Contractors International)
Oxygen First Aid for Scuba Diving Injuries (DAN – Your Dive Safety Association)

PROFILE

Certified Dive Supervisor Kenneth Kelly-Lewis has extensive hands-on experience carrying out seamless commercial diving operations / projects, including underwater repairs, installations, salvage, burning and welding. He is a committed individual, with a reputation for identifying and implementing feasible solutions to resolve and mitigate emergent issues. Kenny has proven expertise in maintaining safety by adhering to regulatory standards, and reiterating to his crews the important role that safety and seciruty plays on the project site. He is aA reliable and open-minded individual who performs well in fast-paced and challenging environments whilst considering operational expectations.

Kenneth has dedicated his time to furthering his education to set him apart in the work force. Kenneth attended Indiana University of Pennsylvania for Business Management with a minor in human resources. Upon graduation, Kenneth attended a technical college where he earned a degree in specialized technology with a minor in blueprint reading.

Kenneth has in addition worked as a welder constructing radio frequency proof rooms for military contracts and hospital installations. Kenny later became an upfitter/welder for government vehicles.

Graduating top of his commercial dive school class, Kenneth was employed immediately after obtaining his commercial diver certifications. Kenneth spent 6 months in the Gulf of Mexico assisting in Saturation Diving operations as well as Oil Platform demolition and oil pipeline bypass operations.

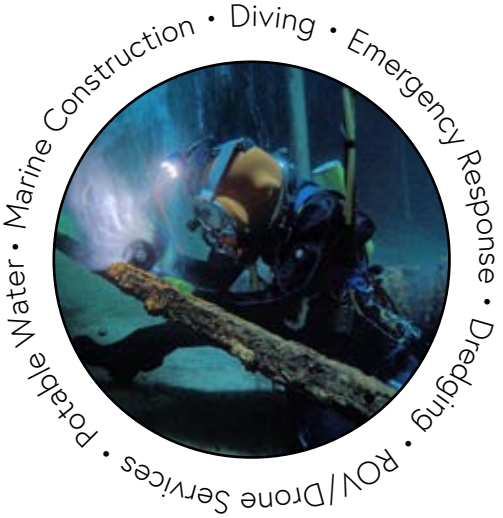
Since joining In Depth, Inc. Kenneth performs various tasks, and as Dive Supervisor, Kenneth has a 100% success rate managing projects, finishing them safely, on schedule and within budget.

Currently, Kenny is the lead Dive Supervisor for In Depth's Potable Diving Operations and as a team leader is driven by a strong work ethic that includes:

- Consistent Punctuality: Always arriving on time for appointments, meetings, and tasks.
- Dedication: Committing to the job at hand and giving it 100% until completion.
- Reliability: Team mentor, consistently meeting or exceeding expectations.
- Discipline: Maintaining focus on tasks and not letting distractions hinder performance.
- Attention to Detail: Ensuring every aspect of a task is done correctly.

As a seasoned ADACI Certified Commercial Dive Supervisor, I have successfully overseen a variety of complex underwater projects. My expertise includes offshore pipe installations, large pipe outfall screen installations, and critical bridge work that has facilitated the opening of main roads. Additionally, I have managed pipe protection projects involving the laying of concrete to safeguard electrical lines, as well as extensive pile installations spanning from Miami to Ft. Lauderdale.

My comprehensive experience ensures the highest standards of safety and efficiency in all diving operations.



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JACOB McELWEE

DIVING SUPERVISOR/COMMERCIAL DIVER info@indepthservicesinc.com (386) 202-2711

EXPERIENCE

PROJECTS

Air Dive Supervisor: In Depth Inc since November 2022

EDUCATION

Commercial Diving Academy Technical Institute,
Jacksonville, FL Sept. 2015-Feb. 2016
TWIC Card
Nondestructive Testing Levels 1&2
First Aid, CPR, AED, and O2 Provider training
Topside Welding for Commercial Divers
HazMat / Hazwoper training
Offshore survival

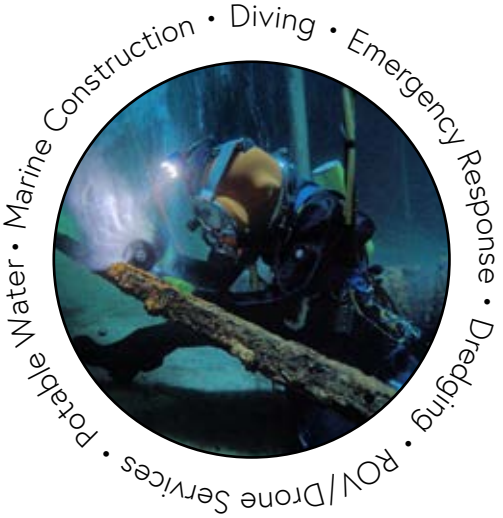
CERTIFICATIONS

Diver Certification Board of Canada (DCBC) Certified
Unrestricted Surface Supplied Diver

Association of Commercial Diving Educators (ACDE)
Air/Mixed Gas Commercial Diver

ACDI Air Diver

NCCER Rigging Fundamentals
Class 7 Rough Terrain Forklift
Wyoming Boating License



PROFILE

Highly motivated and professional Commercial Diver and Dive Supervisor. Proficient in managing teams, associated paperwork and report writing, and communicating with internal and external stakeholders.

Diver/Supervisor (Nov 2022 - May 2023)
- Supervised water holding tank cleaning, inspections, and repairs
- Conducted visual inspections of dams across Florida
- Completed various construction projects such as pile and plug installations
- Assisted with the rehabilitation and recertification of neglected diving equipment cquired from another company including hats, umbilical's, and divers air supply manifolds

Diving Operations Supervisor (Jan 2024- Present)
- Supervision of dive teams on multiple construction and inspection projects
- Applying mechanical skills to keep equipment and tools operational to keep jobs on schedule
- Managing administrative tasks including daily logs, payroll, inspection reports, and JSA paperwork

PROFESSIONAL EXPERIENCE

Midco Diving and Marine Services Winter/Spring 2016
Potable Diver
Potable water tank work in various locations in Colorado and New Mexico under AWWA standards.

Inland Potable Services March-October 2016
Potable Diver
Water holding tank cleaning, inspections, and repairs.

Marine Diving Solutions January 2017-April 2019
Diver & Supervisor
Completed water holding tank cleaning, inspections, and repairs, managed hazmat diving operations in wastewater treatment plants, supervised potable diving team for one year, conducted inspection, repair, and full gate replacements at various dams in Colorado, New Mexico, and Puerto Rico, operated heavy equipment (excavators, cranes, forklifts, skid-steers, man lifts) and extensive hand tools including hydraulic, pneumatic, and electric tools.

Maris Inc June 2019-March 2022
Diver
Marine construction projects on USN & USCG waterfronts and piers over the US, including dredging, pile jacket installation and concrete pumping, concrete repair and finishing, dock float replacement, wave screen replacement, anode and cathodic protection systems installation and inspection.
Operated heavy equipment (Vessels, forklifts)

Winspear Construction October 2023-January 2024
Diver
US Coast Guard waterfront repair project at the Tongue Point USCG Base; completed under pier repair activities using heavy timbers and c-channel. Proficient in using various tools and equipment including extendable forklifts, chain saws, and other various powered hand tools.

BMC Diving Inc.
Pier and dolphin repairs at General Dynamic's Bath Iron Works, including pile jackets, anode installation, rigging & signaling, high psi water blasting, and coating repairs, underwater welding and burning operations. Completed multiple hydroelectric dam projects including stop long installation, trash rack inspection, and stop log guide installation.

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IN DEPTH, INC.

SERVICE LINES 2025

InDepth Inc.

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PILE DRIVING & DOCK REPAIRS

FACTS

We solve problems. In Depth employs expertly qualified individuals with specific tacit and explicit skills developed over careers that span time and trade.
We offer a prestigious team to our clients that will provide superior leadership, guidance and management for any project tasked of In Depth.
All of our seasoned field personnel have access to the collective experience of Managers that have spent their entire working careers in the field of Marine Construction.

SERVICES

Pile Driving & Dock Repairs

Marine Construction Excellence

In Depth, Inc.

PILE DRIVING SERVICES

In Depth's marine construction expertise includes installation of timber pilings for public sector clients and private property owners. Our shallow draft vessels can accommodate projects in close quarters to existing infrastructure and we can mobilize throughout the south east of the US for your project.

In Depth can also install polyvinylchloride sheet piles for your project; Vinyl sheet piles are distinguished by the appropriate strength for their applications, aesthetic appearance, incomparable durability (especially in the marine environment), low weight and reasonable cost. The aesthetic appeal of vinyl of steel in appropriate circumstances is obvious, including a lack of corrosion, visual appeal and simple (if any at all) maintenance.

We understand the needs and expectations of our clients and we offer comprehensive services that enable us to effectively control project scopes, schedules, and budgets. Understanding the needs of our clients and developing open communications among the design/engineering and construction team as well as all project stakeholders is critical to ensure that issues are mitigated well ahead so they do not interfere with critical paths and the project overall schedule and budget. THE 5 'P'S': Proper Planning Prevents Poor Performance.

Contact In Depth, Inc. and our knowledgable team will get to work for you, regardless whether the project is underwater or topside construction.

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MARINE CONSTRUCTION

FACTS

Waterfront and marine environment infrastructure suffers from exposure to the elements at a faster rate than conventional construction.
Having experts on hand to assist in the development and deployment of strategies to mitigate and repair damage is cost-effective through the extension of the life span of existing structures whilst minimizing the impact on the environment.

SERVICES

Underwater construction, repair and inspections of existing or new infrastructure.

MARINE CONSTRUCTION

In Depth's marine construction expertise includes projects offshore and inland and cover a wide array of project skills, including:

- Concrete and form work
- Welding
- Inspection
- Maintenance of existing infrastructure
- Photography and video
- Pipe laying, identification and recovery and and pipe support services
- Installation of scientific and technical instruments

Regular inspections and scheduled repairs of exisiting infrastructure help maintain safer facilities for the property owners, and the public.

Our certified engineer on staff and professional divers can assist with your project to ensure that variables that may affect a successful outcome are addressed and mitigated before the crews arrive onsite.

Contact In Depth, Inc. and our knowledgable team will get to work for you, providing underwater and topside construction expertise.

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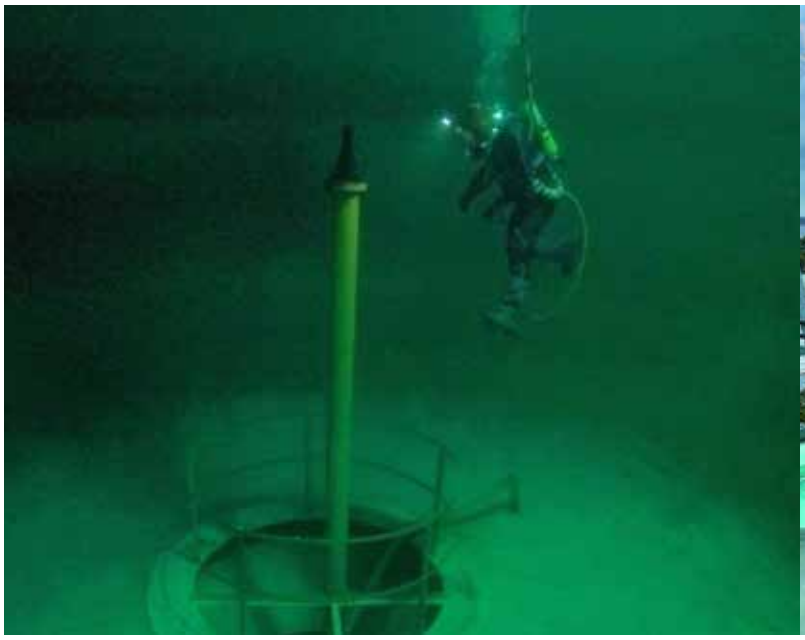
POTABLE WATER SERVICES



FACTS

Robotic technology can be utilized in some circumstances as a safer and cheaper alternative to deploying personnel at great depths or heights.

SERVICES

Inspections/Repairs
Cleaning/Debris Removal

CONTACT US

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POTABLE WATER SERVICES

Potable water comes from surface and ground sources and is treated to levels that meet state and federal standards for consumption. Water from natural sources is treated for microorganisms, bacteria, toxic chemicals, viruses and fecal matter. Regular maintenance and inspections can assist the owner of the facility to maintain the high standards expected of community utilities. The removal of layers of sediment that continually build up in reservoirs and inspections and repairs of existing infrastructure is a critical funtion and part of this process.

IDS CAPABILTIES INCLUDE

- Non-Destructive Testing
- Underwater Ultrasonic Thickness Testing
- Water Towers, Water Tanks and Water Reservoir Inspections
- Pipe, Culvert Maintenance and Inspection
- Pipe Plugging
- Storm Drains and Underwater pipes video inspection, cleaning and reporting
- Cleaning Out Intake and Outlets
- Pump Inspection and Replacements
- Inspections/Repairs on Industrial Intake Pipes
- Tank Cleaning, Inspections and Repairs
- Water Tower Cleaning, Inspections and Repairs
- Clear-well Cleaning, Inspections and Repairs
- Reservoir Cleaning, Inspections and Repairs
- Reclaim Tank Cleaning, Inspections and Repairs
- Residual Holding Tank Cleaning, Inspections, and Repairs

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INSPECTION SERVICES

TOPSIDE & UNDERWATER

FACTS

Scheduled inspections are critical to keep expensive infrastructure functioning as intended. **It is recommended by the EPA to have potable water tanks inspected every 3 to 5 years.**

In Depth's State Certified PE is available to:

- Develop an Inspection maintenance program for your assets
- Monitor the Inspection and deliver a detailed report and a summary of the findings, with expert recommendations.

SERVICES

Underwater and Topside PE Certified inspections.

UNDERWATER & TOPSIDE INSPECTION SERVICES

In Depth's Inspection expertise includes projects offshore, inshore and inland and covers a wide array of inspection certifications and skilled and certified personnel.

- **NACE** International
- **SSPC**: The Society For Protective Coatings
- **ANSI**: American Standards Institute
- **ISO**: International Standards Organization
- **AWWA**: American Water Works Association
- **ASTM**: International Standards Worldwide
- **ACI**: American Concrete Institute

Contact In Depth, Inc. and our knowledgable Inspection Teams will get to work for you.

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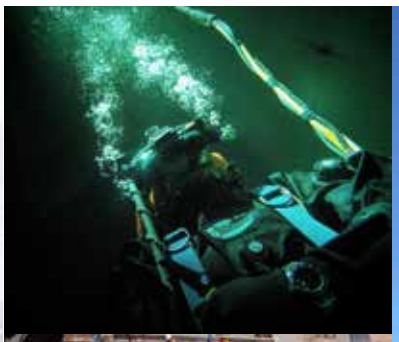
CONSTRUCTION MANAGEMENT



FACTS

We solve problems. In Depth employs expertly qualified individuals with specific tacit and explicit skills developed over careers that span time and trade.
We offer a prestigious team to our clients that will provide superior leadership, guidance and management for any project tasked of In Depth.
All of our seasoned field personnel have access to the collective experience of Managers that have spent their entire working careers in the field of Marine Construction.

SERVICES

Construction Management of existing or developing infrastructure.

CONSTRUCTION MANAGEMENT SERVICES

In Depth's marine construction expertise includes projects offshore and inland and our managers provide a wide array of project skills that compliment our services, including:

- Construction Management
- Constructability Review
- Value Engineering
- Phasing/ Logistics Plan
- Construction Inspection/ Quality Control
- Project Controls
- Cost Estimating
- Permitting - USACE, FDEP

We understand the needs and expectations of our clients and we offer comprehensive services that enable us to effectively control project scopes, schedules, and budgets. Understanding the needs of our clients and developing open communications among the design/engineering and construction team as well as all project stakeholders is critical to ensure that issues are mitigated well ahead so they do not interfere with critical paths and the project overall schedule and budget. THE 5 'P'S': Proper Planning Prevents Poor Performance.

Contact In Depth, Inc. and our knowledgable team will get to work for you, regardless whether the project is underwater or topside construction.

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EMERGENCY RESPONSE

FACTS

Whether it is weather related, from a catastrophic hurricane, or a failure of infrastructure or a singular event, planning ahead to mitigate disaster reaps great benefits.

SERVICES

Emergency Response
Aerial, Underwater, Topside Support

CONTACT US

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PROFESSIONAL PERSONNEL AND RAPID RESPONSE.

In Depth Inc. maintains a dedicated staff of divers and professionals that can respond rapidly and efficiently to events that occur naturally, or man-made. Our wide breadth of experience includes emergency response to hurricane events, flooding and destruction.
In Depth Inc. includes salvage expertise that can help mitigate environmental disasters such as oil and fuel spills and sunken/crippled vessels, derelict vessel recovery and salvage. In Depth, Inc. utilizes the latest technology to bring to clients a turnkey operation that covers most project requirements including:

Drones: In Depth, Inc. Drone Pilots are FAA certified, and are routinely utilised by utility districts and local governments to provide inspections of critical infrastructure. Often used in tandem with our tank cleaning dive projects, our drones can inspect the exterior of a structure whilst our certified commercial divers complete tasks internally. Significantly safer and cost effective compared to utilizing personnel and cranes for external inspections, our drones can provide the client with high-quality video and still images, combined with our professional engineer-reviewed inspection reports to deliver a comprehensive status of the infrastructure.

Remote Operated Vehicles (ROV's): Rapidly deployed offshore or inland, our ROV's can capture high resolution video and capture quality photographs even in poor light/poor water quality conditions.

Personnel: Our certified commercial divers specialize in their trade, and remain up to date with critical certifications. Our project managers have experience working on FEMA and USCG projects, major oil spills and vessel salvages. We have the tools, techniques and expertise to successfully complete the most demanding projects.

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DREDGING SERVICES

FACTS

In Depth, Inc. believes in helping to improve and keep our state's waterways clean and rebuilding the ecosystem that supports native fish and wildlife in Florida. Our dredging services focus on solving client problems whilst restoring channels to navigable standards.

SERVICES

Dredging/Debris Removal

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

EXCELLENCE IN UNDERWATER SERVICES

In Depth, Inc.

DREDGING SERVICES

There are more than 570 species of wildlife, more than 200 native species of freshwater fish and more than 500 native species of saltwater fish that relay on the ecosystem in Florida. We keep this in mind while supporting clients requests for dredging navigable channels and other restricted waterways. Our rapid mobile deployment service can respond to requests simply and efficiently, and cost effectively.

ADDITIONAL IDS CAPABILTIES INCLUDE

- Non-Destructive Testing
- Underwater Ultrasonic Thickness Testing
- Water Towers, Water Tanks and Water Reservoir Inspections
- Pipe, Culvert Maintenance and Inspection
- Pipe Plugging
- Storm Drains and Underwater pipes video inspection, cleaning and reporting
- Cleaning Out Intake and Outlets
- Pump Inspection and Replacements
- Inspections/Repairs on Industrial Intake Pipes
- Tank Cleaning, Inspections and Repairs
- Water Tower Cleaning, Inspections and Repairs
- Clear-well Cleaning, Inspections and Repairs
- Reservoir Cleaning, Inspections and Repairs
- Reclaim Tank Cleaning, Inspections and Repairs
- Residual Holding Tank Cleaning, Inspections, and Repairs

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DRONES AND ROV'S

FACTS

Robotic technology can be utilized in some circumstances as a safer and cheaper alternative to deploying personnel at great depths or heights.

SERVICES

ROV INSPECTIONS
DRONE INSPECTIIONS

CONTACT US

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EXCELLENCE IN UNDERWATER SERVICES

In Depth, Inc.

REMOTE OPERATED VEHICLES (ROV'S)

ROV's are submersible robotic systems, that can be utilized for scientific observations, and for recording data during inspections and construction activities underwater. These sealed systems can be used in environments that may reduce cost and risk and mitigate safety issues that may need to be addressed deploying professional commercial divers.

In Depth Inc.'s Observation Class ROV's and Crawlers are compact and rapidly deployable. Marine infrastructure requires routine inspections in order to maintain its longevity, though unlike physical diving, ROV's can stay on station and at depth for as long as the situation warrants. The sensitive camera's low light and video recording capabilities can provide high resolution recording in deep, dark and murky waters. Pipe penetrations and vaults, emergency services and response and sensitive ecosystems all benefit from the deployment of ROV systems.

DRONES

In Depth, Inc. Drone Pilots are FAA certified, and are routinerly utilised by Utility Districts and local governments to provide inspections of critical infrastructure. Often used in tandem with our tank cleaning dive projects, our drones can inspect the exterior of a structure whilst our certified commercial divers complete tasks internally.
Significantly safer and cost effective compared to utilizing personnel and cranes for external inspections, our Drones can provide the client with high-quality video and still images, combined with our professional engineer-reviewed inspection reports to deliver a comprehensive status of the infrastructure.

FAA CERTIFIED · FEDERAL AVIATION ADMINISTRATION · REMOTE PILOT

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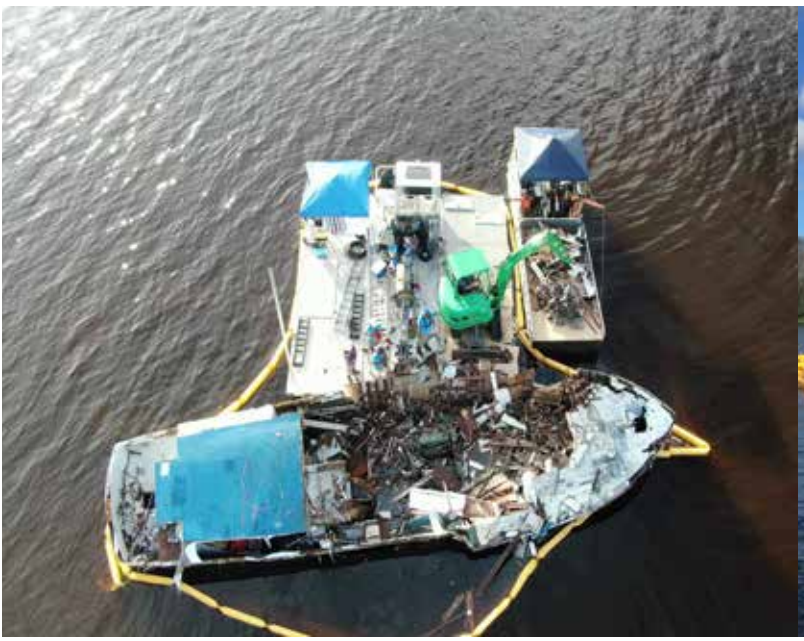
DERELICT VESSEL SALVAGE



FACTS

Derelict vessels contaminate waterways and create navigation hazards, posing a threat to the local community and natural ecosystems.

SERVICES

Salvage and environmental remediation

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

ENVIRONMENTAL MITIGATION FOR ABANDONED VESSELS

In Depth's Diving & Salvage crews understand the complexities of derelict and abandoned vessels, and the importance of protecting and repairing the environment that may have been affected by the wreck. There are more than 570 species of wildlife, more than 200 native species of freshwater fish and more than 500 native species of saltwater fish that rely on healthy ecosystems in Florida.

In Depth Services is committed to helping keep our waterways clean and protecting the ecosystem that supports native fish and wildlife in Florida.

A critical step in any submerged vessel salvage is siphoning vessels fluids from engines and generators, hydraulic systems and radiators and removing batteries, oil and fuel filters and other potential contaminants before the vessels salvage from its environment.
This action helps mitigate pollutants that would otherwise release into the waterways.
Turbidity curtains are deployed during the salvage to contain additional harmful pollutants from travelling into the water system and contain internal and external debris that can then be disposed of responsibly according to project and client requirements.
Salvage solutions can include refloating the vessel whole, for transportation to a secure site for recovery and disposal, or dismantling the vessel in place, if the vessel is discovered with structural damage that prevents refloating for recovery.

Our certified engineer on staff and professional salvors can assist with your project to ensure that variables that may affect a successful outcome are addressed and mitigated before the crews arrive onsite.
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UNDERWATER PHOTOGRAPHY

FACTS

Documenting events underwater is relatively simple enough - producing content that takes into account the local conditions that may inhibit great quality production of video or photographic documentation takes skill and experience.

In Depth's professional on-staff photographer can deliver exceptional content for your project.

SERVICES

Underwater photography and videography to supplement construction and inspections reports of existing or new infrastructure.

UNDERWATER PHOTOGRAPHY

In Depth's underwater photograpy expertise includes projects offshore and inland and cover a wide array of project skills, including:

- Preplanning with the client to ensure that all expectations are met
- Evaluation of onsite conditions
- Education - expectations versus reality
- Post image processing/Colour Correction
- Video Production and staging
- Complimentary Documentation and Report Writing

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CUSTOM MARINE FABRICATION

FACTS

We solve problems. In Depth employs expertly qualified individuals with specific tacit and explicit skills developed over careers that span time and trade.
We offer a prestigious team to our clients that will provide superior leadership, guidance and management for any project tasked of In Depth.
All of our seasoned field personnel have access to the collective experience of Managers that have spent their entire working careers in the field of Marine Construction.

SERVICES

Construction Management of existing or developing infrastructure.

CUSTOM FABRICATION

In Depth, Inc. solves problems for clients utilizing a wide range of specific skillsets amongst employee's, from engiineering solutions and design through to the fabrication and installation of infrastructure. Designing and fabricating in-house allows us to connect intimately with the projects owners to ensure that a solution is provided that meets or exceeds design parameters, enhancing quality control and assurance and mitigating 3rd party issues that may arise through the development phase. Our 5 Acre facility and engineering services allow us to develop comprehensive solutions for our clients from original design and engineering and fabrication, to installation and warranty. The blind flanges pictured above were fabricated out of stainless steel in house for a potable water client and installed onsite by In Depth Divers.
In todays economic climate, uncertainties regarding supplies, skilled labor shortages, fabrication and materials affect project planning, estimating and scheduling. Our highly skilled artisans and astute project management ensure that all issues are analyzed, discussed and resolved before the team arrives on site to complete the work.
Our latest turnkey project for a potable water client included cleaning and dredging of a valve chamber to prepare for the installation of two engineered and fabricated stainless steel blind flanges created at our Bunnell facility.
In Depth's dedicated Potable Water division ensures that all equipment - including that of each certified construction diver meet AWWA standards for use in potable facilities.
Our State certified staff engineer specializes in marine and potable water infrastructure, and our certified welders and creative fabricators combine decades of skill to ensure that our clients needs and requests serve the purpose of the problem they need solving.

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TANK REHABILITATION & REPAIRS

InDepth

FACTS

Our certified dive teams can facilitate repairs and inspect infrastructure whilst the unit remains in service, saving the client precious resources in terms of funds and time.

SERVICES

Inspections/Repairs
Cleaning/Debris Removal

CONTACT US

Office: (386) 202-2771
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POTABLE WATER SERVICES - TANK REHABILITATION AND REPAIRS.

Typical services may include:

- Pressure wash exterior concrete surfaces at a minimum of 3500 psi to remove mildew and biological growth.
- Fabrication and installation of new dome access hatch safety handrail systems complete with self-closing gates.
- Perform surface preparation at exterior dome fiberglass access hatches and center vent cover and apply gel coating
- Re-secure existing lightning protection
- Apply stripe coats of Tnemec Series 156 Enviro-Crete at surface cracks at exterior tank dome and sidewalls.
- Apply coats of Tnemec Series 1026 Enduratone Acrylic at 2.0-3.0 mils DFT per coat to the exterior concrete surfaces of the tank walls and dome.
- Perform a destructive investigation to determine in-place conditions and any necessary remediation needed at the exterior tank foundation.
- Abrasive blast the interior piping up to remove rust, corrosion, and other contaminants from the substrate. Apply coats of Tnemec Series L140 Pota-Pox Plus at 2.0-10.0 mils DFT per coat.
- Perform spot repairs at interior ceiling areas with exposed reinforcements
- Remove the loose epoxy/sealant as needed, located at the interior floor/wall seam.

INFRASTRUCTURE SUPPORT CAPABILTIES INCLUDE

Non-Destructive Testing, Underwater Ultrasonic Thickness Testing, Water Towers, Water Tanks and Water Reservoir Inspections, Pipe, Culvert Maintenance and Inspection, Pipe Plugging, Storm Drains and Underwater pipes video inspection, cleaning and reporting, Cleaning Out Intake and Outlets , Pump Inspection and Replacements, Inspections/Repairs on Industrial Intake Pipes, Tank Cleaning, Inspections and Repairs, Water Tower Cleaning, Inspections and Repairs, Clear-well Cleaning, Inspections and Repairs, Reservoir Cleaning, Inspections and Repairs, Reclaim Tank Cleaning, Inspections and Repairs and Residual Holding Tank Cleaning, Inspections, and Repairs.

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MARINE CONSTRUCTION • DIVING • ENVIRONMENTAL REMEDIATION • INSPECTIONS • ROV & DRONE SERVICES • CULVERT INSPECTIONS • SEDIMENT & DEBRIS REMOVAL • TANK CLEANING & REPAIRS • BRIDGE & SEAWALL REHABILITATION • PILE REPLACEMENTS & DOCK & BULKHEAD REPAIRS • DREDGING • SITE CLEARING • HURRICANE RESPONSE • EMERGENCY MANAGEMENT • UNDERWATER WELDING & BURNING • MARINE SALVAGE & WRECK REMOVAL • SEARCH & RESCUE • PUMP INSPECTIONS & REPLACEMENT • UTILITY DISTRICTS • THEME PARKS • CHEMICAL PLANTS • SANITARY DISTRICTS • PORTS & HARBORS

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IN DEPTH, INC.

SERVICE LINES 2025

InDepth Inc.

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MARINE CONSTRUCTION

FACTS

Waterfront and marine environment infrastructure suffers from exposure to the elements at a faster rate than conventional construction.
Having experts on hand to assist in the development and deployment of strategies to mitigate and repair damage is cost-effective through the extension of the life span of existing structures whilst minimizing the impact on the environment.

SERVICES

Underwater construction, repair and inspections of existing or new infrastructure.

MARINE CONSTRUCTION

In Depth's marine construction expertise includes projects offshore and inland and cover a wide array of project skills, including:

- Concrete and form work
- Welding
- Inspection
- Maintenance of existing infrastructure
- Photography and video
- Pipe laying, identification and recovery and and pipe support services
- Installation of scientific and technical instruments

Regular inspections and scheduled repairs of exisiting infrastructure help maintain safer facilities for the property owners, and the public.

Our certified engineer on staff and professional divers can assist with your project to ensure that variables that may affect a successful outcome are addressed and mitigated before the crews arrive onsite.

Contact In Depth, Inc. and our knowledgable team will get to work for you, providing underwater and topside construction expertise.

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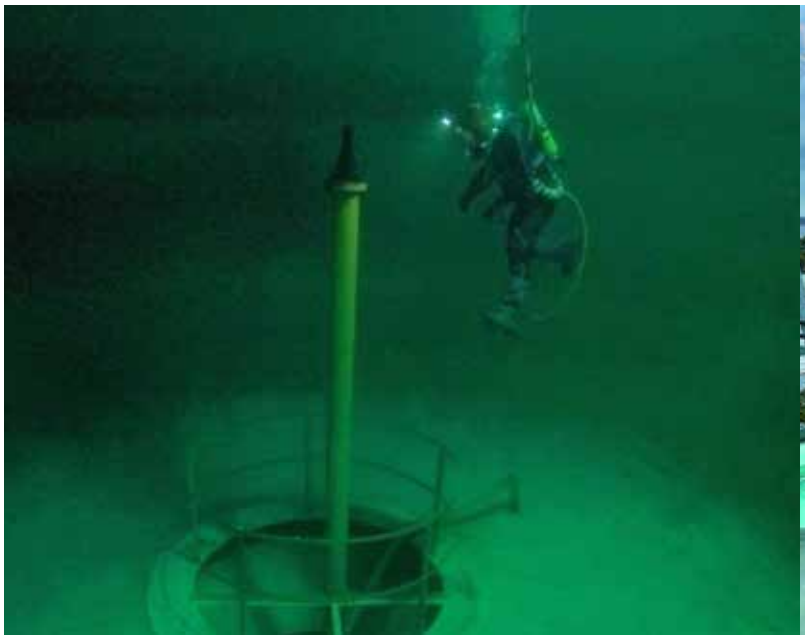
POTABLE WATER SERVICES



FACTS

Robotic technology can be utilized in some circumstances as a safer and cheaper alternative to deploying personnel at great depths or heights.

SERVICES

Inspections/Repairs
Cleaning/Debris Removal

CONTACT US

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info@indepthservicesinc.com

POTABLE WATER SERVICES

Potable water comes from surface and ground sources and is treated to levels that meet state and federal standards for consumption. Water from natural sources is treated for microorganisms, bacteria, toxic chemicals, viruses and fecal matter. Regular maintenance and inspections can assist the owner of the facility to maintain the high standards expected of community utilities. The removal of layers of sediment that continually build up in reservoirs and inspections and repairs of existing infrastructure is a critical funtion and part of this process.

IDS CAPABILTIES INCLUDE

- Non-Destructive Testing
- Underwater Ultrasonic Thickness Testing
- Water Towers, Water Tanks and Water Reservoir Inspections
- Pipe, Culvert Maintenance and Inspection
- Pipe Plugging
- Storm Drains and Underwater pipes video inspection, cleaning and reporting
- Cleaning Out Intake and Outlets
- Pump Inspection and Replacements
- Inspections/Repairs on Industrial Intake Pipes
- Tank Cleaning, Inspections and Repairs
- Water Tower Cleaning, Inspections and Repairs
- Clear-well Cleaning, Inspections and Repairs
- Reservoir Cleaning, Inspections and Repairs
- Reclaim Tank Cleaning, Inspections and Repairs
- Residual Holding Tank Cleaning, Inspections, and Repairs

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INSPECTION SERVICES

TOPSIDE & UNDERWATER

FACTS

Scheduled inspections are critical to keep expensive infrastructure functioning as intended. **It is recommended by the EPA to have potable water tanks inspected every 3 to 5 years.**

In Depth's State Certified PE is available to:

- Develop an Inspection maintenance program for your assets
- Monitor the Inspection and deliver a detailed report and a summary of the findings, with expert recommendations.

SERVICES

Underwater and Topside PE Certified inspections.

UNDERWATER & TOPSIDE INSPECTION SERVICES

In Depth's Inspection expertise includes projects offshore, inshore and inland and covers a wide array of inspection certifications and skilled and certified personnel.

- **NACE** International
- **SSPC**: The Society For Protective Coatings
- **ANSI**: American Standards Institute
- **ISO**: International Standards Organization
- **AWWA**: American Water Works Association
- **ASTM**: International Standards Worldwide
- **ACI**: American Concrete Institute

Contact In Depth, Inc. and our knowledgable Inspection Teams will get to work for you.

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PILE DRIVING & DOCK REPAIRS

FACTS

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SERVICES

Pile Driving & Dock Repairs

Marine Construction Excellence

In Depth, Inc.

PILE DRIVING SERVICES

In Depth's marine construction expertise includes installation of timber pilings for public sector clients and private property owners. Our shallow draft vessels can accommodate projects in close quarters to existing infrastructure and we can mobilize throughout the south east of the US for your project.

In Depth can also install polyvinylchloride sheet piles for your project; Vinyl sheet piles are distinguished by the appropriate strength for their applications, aesthetic appearance, incomparable durability (especially in the marine environment), low weight and reasonable cost. The aesthetic appeal of vinyl of steel in appropriate circumstances is obvious, including a lack of corrosion, visual appeal and simple (if any at all) maintenance.

We understand the needs and expectations of our clients and we offer comprehensive services that enable us to effectively control project scopes, schedules, and budgets. Understanding the needs of our clients and developing open communications among the design/engineering and construction team as well as all project stakeholders is critical to ensure that issues are mitigated well ahead so they do not interfere with critical paths and the project overall schedule and budget. THE 5 'P'S': Proper Planning Prevents Poor Performance.

Contact In Depth, Inc. and our knowledgable team will get to work for you, regardless whether the project is underwater or topside construction.

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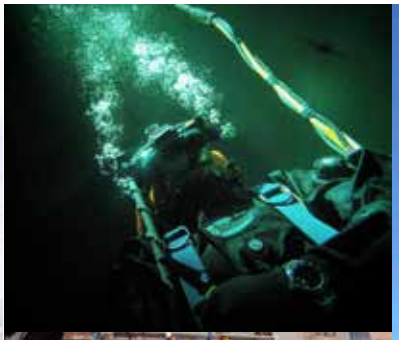
CONSTRUCTION MANAGEMENT



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SERVICES

Construction Management of existing or developing infrastructure.

CONSTRUCTION MANAGEMENT SERVICES

In Depth's marine construction expertise includes projects offshore and inland and our managers provide a wide array of project skills that compliment our services, including:

- Construction Management
- Constructability Review
- Value Engineering
- Phasing/ Logistics Plan
- Construction Inspection/ Quality Control
- Project Controls
- Cost Estimating
- Permitting - USACE, FDEP

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EMERGENCY RESPONSE

FACTS

Whether it is weather related, from a catastrophic hurricane, or a failure of infrastructure or a singular event, planning ahead to mitigate disaster reaps great benefits.

SERVICES

Emergency Response
Aerial, Underwater, Topside Support

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

PROFESSIONAL PERSONNEL AND RAPID RESPONSE.

In Depth Inc. maintains a dedicated staff of divers and professionals that can respond rapidly and efficiently to events that occur naturally, or man-made. Our wide breadth of experience includes emergency response to hurricane events, flooding and destruction.
In Depth Inc. includes salvage expertise that can help mitigate environmental disasters such as oil and fuel spills and sunken/crippled vessels, derelict vessel recovery and salvage. In Depth, Inc. utilizes the latest technology to bring to clients a turnkey operation that covers most project requirements including:

Drones: In Depth, Inc. Drone Pilots are FAA certified, and are routinely utilised by utility districts and local governments to provide inspections of critical infrastructure. Often used in tandem with our tank cleaning dive projects, our drones can inspect the exterior of a structure whilst our certified commercial divers complete tasks internally. Significantly safer and cost effective compared to utilizing personnel and cranes for external inspections, our drones can provide the client with high-quality video and still images, combined with our professional engineer-reviewed inspection reports to deliver a comprehensive status of the infrastructure.

Remote Operated Vehicles (ROV's): Rapidly deployed offshore or inland, our ROV's can capture high resolution video and capture quality photographs even in poor light/poor water quality conditions.

Personnel: Our certified commercial divers specialize in their trade, and remain up to date with critical certifications. Our project managers have experience working on FEMA and USCG projects, major oil spills and vessel salvages. We have the tools, techniques and expertise to successfully complete the most demanding projects.

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DREDGING SERVICES

FACTS

In Depth, Inc. believes in helping to improve and keep our state's waterways clean and rebuilding the ecosystem that supports native fish and wildlife in Florida. Our dredging services focus on solving client problems whilst restoring channels to navigable standards.

SERVICES

Dredging/Debris Removal

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

DREDGING SERVICES

There are more than 570 species of wildlife, more than 200 native species of freshwater fish and more than 500 native species of saltwater fish that relay on the ecosystem in Florida. We keep this in mind while supporting clients requests for dredging navigable channels and other restricted waterways. Our rapid mobile deployment service can respond to requests simply and efficiently, and cost effectively.

ADDITIONAL IDS CAPABILTIES INCLUDE

- Non-Destructive Testing
- Underwater Ultrasonic Thickness Testing
- Water Towers, Water Tanks and Water Reservoir Inspections
- Pipe, Culvert Maintenance and Inspection
- Pipe Plugging
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DRONES AND ROV'S

FACTS

Robotic technology can be utilized in some circumstances as a safer and cheaper alternative to deploying personnel at great depths or heights.

SERVICES

ROV INSPECTIONS
DRONE INSPECTIIONS

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

EXCELLENCE IN UNDERWATER SERVICES

In Depth, Inc.

REMOTE OPERATED VEHICLES (ROV'S)

ROV's are submersible robotic systems, that can be utilized for scientific observations, and for recording data during inspections and construction activities underwater. These sealed systems can be used in environments that may reduce cost and risk and mitigate safety issues that may need to be addressed deploying professional commercial divers.

In Depth Inc.'s Observation Class ROV's and Crawlers are compact and rapidly deployable. Marine infrastructure requires routine inspections in order to maintain its longevity, though unlike physical diving, ROV's can stay on station and at depth for as long as the situation warrants. The sensitive camera's low light and video recording capabilities can provide high resolution recording in deep, dark and murky waters. Pipe penetrations and vaults, emergency services and response and sensitive ecosystems all benefit from the deployment of ROV systems.

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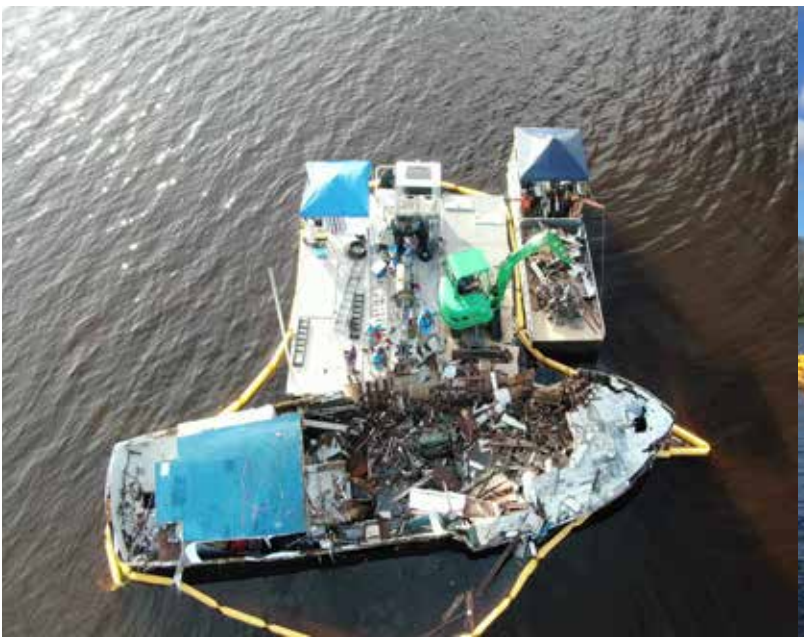
DERELICT VESSEL SALVAGE



FACTS

Derelict vessels contaminate waterways and create navigation hazards, posing a threat to the local community and natural ecosystems.

SERVICES

Salvage and environmental remediation

CONTACT US

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ENVIRONMENTAL MITIGATION FOR ABANDONED VESSELS

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Turbidity curtains are deployed during the salvage to contain additional harmful pollutants from travelling into the water system and contain internal and external debris that can then be disposed of responsibly according to project and client requirements.
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UNDERWATER PHOTOGRAPHY

FACTS

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SERVICES

Underwater photography and videography to supplement construction and inspections reports of existing or new infrastructure.

Marine Construction Excellence

In Depth, Inc.

UNDERWATER PHOTOGRAPHY

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Our latest turnkey project for a potable water client included cleaning and dredging of a valve chamber to prepare for the installation of two engineered and fabricated stainless steel blind flanges created at our Bunnell facility.
In Depth's dedicated Potable Water division ensures that all equipment - including that of each certified construction diver meet AWWA standards for use in potable facilities.
Our State certified staff engineer specializes in marine and potable water infrastructure, and our certified welders and creative fabricators combine decades of skill to ensure that our clients needs and requests serve the purpose of the problem they need solving.

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

1473 OLD HAW CREEK ROAD, BUNNELL FL 3211 • INFO@INDEPTHSERVICESINC.COM

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TANK REHABILITATION & REPAIRS

InDepth

FACTS

Our certified dive teams can facilitate repairs and inspect infrastructure whilst the unit remains in service, saving the client precious resources in terms of funds and time.

SERVICES

Inspections/Repairs
Cleaning/Debris Removal

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

POTABLE WATER SERVICES - TANK REHABILITATION AND REPAIRS.

Typical services may include:

- Pressure wash exterior concrete surfaces at a minimum of 3500 psi to remove mildew and biological growth.
- Fabrication and installation of new dome access hatch safety handrail systems complete with self-closing gates.
- Perform surface preparation at exterior dome fiberglass access hatches and center vent cover and apply gel coating
- Re-secure existing lightning protection
- Apply stripe coats of Tnemec Series 156 Enviro-Crete at surface cracks at exterior tank dome and sidewalls.
- Apply coats of Tnemec Series 1026 Enduratone Acrylic at 2.0-3.0 mils DFT per coat to the exterior concrete surfaces of the tank walls and dome.
- Perform a destructive investigation to determine in-place conditions and any necessary remediation needed at the exterior tank foundation.
- Abrasive blast the interior piping up to remove rust, corrosion, and other contaminants from the substrate. Apply coats of Tnemec Series L140 Pota-Pox Plus at 2.0-10.0 mils DFT per coat.
- Perform spot repairs at interior ceiling areas with exposed reinforcements
- Remove the loose epoxy/sealant as needed, located at the interior floor/wall seam.

INFRASTRUCTURE SUPPORT CAPABILTIES INCLUDE

Non-Destructive Testing, Underwater Ultrasonic Thickness Testing, Water Towers, Water Tanks and Water Reservoir Inspections, Pipe, Culvert Maintenance and Inspection, Pipe Plugging, Storm Drains and Underwater pipes video inspection, cleaning and reporting, Cleaning Out Intake and Outlets , Pump Inspection and Replacements, Inspections/Repairs on Industrial Intake Pipes, Tank Cleaning, Inspections and Repairs, Water Tower Cleaning, Inspections and Repairs, Clear-well Cleaning, Inspections and Repairs, Reservoir Cleaning, Inspections and Repairs, Reclaim Tank Cleaning, Inspections and Repairs and Residual Holding Tank Cleaning, Inspections, and Repairs.

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indepthservicesinc.com

MARINE CONSTRUCTION • DIVING • ENVIRONMENTAL REMEDIATION • INSPECTIONS • ROV & DRONE SERVICES • CULVERT INSPECTIONS • SEDIMENT & DEBRIS REMOVAL • TANK CLEANING & REPAIRS • BRIDGE & SEAWALL REHABILITATION • PILE REPLACEMENTS & DOCK & BULKHEAD REPAIRS • DREDGING • SITE CLEARING • HURRICANE RESPONSE • EMERGENCY MANAGEMENT • UNDERWATER WELDING & BURNING • MARINE SALVAGE & WRECK REMOVAL • SEARCH & RESCUE • PUMP INSPECTIONS & REPLACEMENT • UTILITY DISTRICTS • THEME PARKS • CHEMICAL PLANTS • SANITARY DISTRICTS • PORTS & HARBORS

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QUALIFICATIONS — SIMILAR PROJECTS

Respondent is to use pages below, as needed, to fulfill requirements for similar project as stated in the Minimum Qualifications section of the solicitation document.

Completed Project No. 1:

Client: Florida Department of Environmental Protection

Client contact information:

Contact person: Derek Helms, Lead Dam Operator, Jackson Bluff Dam

Telephone: (850) 487-4089 Fax: N/A E-mail: derek.helms@dep.state.fl.us

Address: 21924 Blountstown Hwy, Tallahassee, Florida 32310

Project name: Jackson Bluff Dam

Project description: Installation of timber piles and navigation markers in waterways. Removal of existing lifting assemblies, installation of lifting assemblies, upstream and downstream repairs, and dam safety inspections conducted by commercial/construction dive personnel at dam location.

Project value: $477,825.00

Start date: July 2023 (month/year) Completion date: September 2023 (month/year)

Name(s) of Respondent's key personnel assigned to the project:

Project manager: Danny Broadhurst

Responsibilities: Liason between In Depth crew onsite and the client.

Currently employed by: In Depth, Inc.

Other key personnel, responsibilities and employment status:

Zachary Rogers - President of In Depth, Inc.

Casey Jenings, Field Superintendent, still employed by In Depth, Inc.

Adrian Estrada - Dive Supervisor, still employed by In Depth, Inc.

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QUALIFICATIONS — SIMILAR PROJECTS (continued)

Completed Project No. 2:

Client: City of New Smyrna Beach

Client contact information:

Contact person: Robert Salazar, Director of Maintenance Operations

Telephone: (386) 424-2202 Fax: N/A E-mail: RSalazar@cityofnsb.com

Address: 210 Sams Avenue, New Smyrna Beach, Florida 32168

Project name: City Marina Dock Repairs

Project description: Marina repairs and maintenance including replacement of timber pile bracing, caps and hardware, replacement of anchor bolts. Replacement of steel guide piles & underwater welding repairs. Replacement of through-rods and crack injection repairs throughout floating dock system.

Project value: $592,448.10

Start date: July 2024 (month/year) Completion date: October 2024 (month/year)

Name(s) of Respondent's key personnel assigned to the project:

Project manager: Danny Broadhurst

Responsibilities: Liaison between In Depth crew onsite and the client.

Currently employed by: In Depth, Inc.

Other key personnel, responsibilities and employment status:

Zachary Rogers - President of In Depth, Inc.

Casey Jenings, Field Superintendent, still employed by In Depth, Inc.

Adrian Estrada - Dive Supervisor, still employed by In Depth, Inc.

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QUALIFICATIONS — SIMILAR PROJECTS (continued)

Completed Project No. 3:

Client: City of Ft. Lauderdale

Client contact information:

Contact person: Luis Villanueva, Project Manager Parks & Recreation

Telephone: (954) 828-5833 Fax: N/A E-mail: Luisv@fortlauderdale.gov

Address: 100 N Andrews Ave. Fort Lauderdale, FL 33301

Project name: Marina Dock and Piling Repairs

Project description: Installation and repairs of timber wood piles for the marina at City of Ft. Lauderdale.

Project value: $47,000.00

Start date: November 2023 (month/year) Completion date: November 2023 (month/year)

Name(s) of Respondent's key personnel assigned to the project:

Project manager: Danny Broadhurst

Responsibilities: Liaison between In Depth crew onsite and the client.

Currently employed by: In Depth, Inc.

Other key personnel, responsibilities and employment status:

Zachary Rogers - President of In Depth, Inc.

Casey Jenings, Field Superintendent, still employed by In Depth, Inc.

Adrian Estrada - Dive Supervisor, still employed by In Depth, Inc.

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This Receipt is issued pursuant to
County ordinance 87-36

2025/2026 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1099261

EXPIRES September 30, 2026

Business Type Marine Contractor

Location 1473 Old Haw Creek Rd
Out Of Area FL 32110

Business Name **In Depth Inc**

Owner Name In Depth Inc

Mailing Address 1473 Old Haw Creek Rd
Bunnell FL 32110

New Business
Transfer

Tax	22.00
Penalty	0.00
Cost	0.00
Total	22.00

JENNIFER RAVAN
ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2024-943429 on 07/09/25 for $22.00

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2025

IN DEPTH, INC.
CURRENT ASSETS AVAILABLE FOR PROJECTS

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

IN DEPTH, INC. ASSETS AVAILABLE, 2025

In Depth, Inc. appreciates the opportunity to provide a response for the services requested.

Please note, that all of our assets listed on the following pages are 100% owned by the company, and can be made available for this project if required. All In Depth, Inc. field personnel can be made available for the use of the resources on this contract if selected.

Sincerely,
Zach Rogers

President
In Depth, Inc.

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In Depth Inc - Asset List

QTY	Asset Name	Asset Class	Description
1	KM 97	D	Stainless Steel w/ 455 Reg
1	KM 37 ss	D	Stainless Steel w/ 350 Reg
1	KM 47	D	Fiberglass Yellow w/ Rex Reg
1	KM 17 c	D	Fiberglass Orange w/ 455 Reg
1	KM 18BM	D	YELLOW MASK/BLACK BAG
1	KM 27	D- BW	Fiberglass Yellow w/ 350 Reg
1	KM 37	D- BW	Fiberglass Yellow w/ 350 Reg
1	KM 37	D - BW	Fiberglass Yellow w/ 350 Reg
1	KM 37	D - BW	Fiberglass Yellow w/ 350 Reg
1	KM 37	D - BW	Fiberglass Yellow w/ 350 Reg
1	Kibry Morgan Parts	D	Micelanious / Assorted Dive helmet spare parts
2	Dive Umbillicals 500'	D	500' Blue / Yellow / Orange / RED (Braided)
2	Dive Umbillical 300'	D	300' Black / Yellow/Orange
6	Dive Umbillicals - Assorted	D	Assorted Diving hoses (varies lengths & Colors)

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1	Ram 2500 Truck	D	Black 4- door flatbed
1	Ram 3500 Truck	D	Black - 4 door dully
1	Ram 2500 Truck	D	Black 4- door flatbed
1	Dive Trailer #1	D	Tandem axle Enclosed - BLACK 7' x 16'
1	Dive Trailer #2	D	Gooseneck Tandem axle Enclosed - BLACK 8.5' x 24'
1	Dump Trailer	S	Gooseneck Tandem axle - BLACK 8' x 17'
1	Flat Bed Small Trailer	S	Black / Wood Deck (open) 7' x 12.5'
1	AMRON COMS BOX	D	Single Diver - Yellow Box
1	AMRON COMS BOX	D	Single Diver - Panel Mount
1	AMRON COMS BOX	D	3 Diver - Yellow / Black box
1	AMRON COMS BOX	D	Heliox 2 Diver - BLACK YELLOW AM RON BOX
1	SUBSEA DIVE CAMERA / SYSTEM	D	Complete set - Stored in Pelican Case
1	Air rack - Custom 2 Diver	D	Custom Brass Air Supply System (fix-mounted)
1	Air rack - Amron_ 2 Diver / 2 HP	D	SMALL PELICAN SUITCASE
1	NEMO GRINDER	D	BLACK NEMO SUITCASE
1	NEMO HMMER DRILL	D	BLACK NEMO SUITCASE
1	NEMO IMPACT DRILL	D	BLACK NEMO SUITCASE

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1	SEA SCOOTER	D / P	YAMAHA BLACK BLUE
1	VIDEO RAY ROV PRO4	D	Yellow w/ Black Pelican Case
1	VIDEO RAY ROV PRO4 - CPU	D	Dell CPU w/ Pelican Case
1	VIDEO RAY TEETHER	D	Yellow - 220' ft - Negative
1	VIDEO RAY TEETHER	D	Yellow - 320' ft - Neutral
1	VIDOE RAY GEAR BOX	D	LG BLACK PELICAN CASE - Micelanious Gear
1	VIDEO RAY EXPLORER - CPU	D	BLACK Pelican Case
1	VIDEO RAY EXPLORER	D	Yellow w/ Black Pelican Case
1	MAVIC DRONE	D	GREY/BLACK/GOLD
1	MAVIC DRONE 2 ZOOM	D	GREY/BLACK/GOLD
1	MAVIC DRONE2 CONTROLLER	D	APACHE 1500 BOX
1	CYGNUS DIVE PROBE	D	YELLO CYGNUS BOX
1	PUSH CAMERA	D	YELLOW CORD
1	PUSH CAM EXCESSORIES	D	BLACK RED TOOLBOX
1	PUSH CAM CONTROLLER	D	ORANGE BOX
1	Pipe Crawler Robot (PCR)	D	Pending
3	HP BOTTLE	D	244 CU FT

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4	HP Bottle	D	500 CU FT - GREY
4	HP BOTTLE	D	337 - 500 CU FT
6	HP BOTTLE	D	80 CU FT
4	HP BOTTLE	D	50 CU FT
4	HP BOTTLE	D	30 CU FT
1	CONCRETE SAW	D	MAKITA
1	120 CHAINSAW	S / P	HUSQVARNA - Fuel
1	450 CHAINSAW	S / P	HUSQVARNA - Fuel
1	HYDRAULIC UNIT	D	HURST
3	HYDRAULIC LINES	D	BLACK 5O' FT SECTIONS
2	HYDRAULIC LINES	D	HURST ORANGE/MAROON 50' ft sections
1	HYDRAULIC LINE REEL	D	HYDRAULIC REEL/ SILVER/RED HANNAY
2	JAWS OF LIFE	D	HURST BLACK GOLD SILVER
2	HYDRAULIC PLIERS	D	HURST BLACK GOLD SILVER
2	HYDRAUIC JACK	D	HURST BLACK GOLD SILVER
1	HYDRAULIC JACK HAMMER	D	STANLEY ORANGE
1	HYDRAULIC CHAINSAW	D	BLACK/RED HOSE ORANGE CAP

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1	4" HYDRAULIC TRASH PUMP	D	Aluminum
1	HYDRAULIC CHAINSAW	D	STANLEY BLACK RED HOSE
1	STANLEY HYDRAULIC CUT-OFF SAW	D	BLACK SAW W/ WHIP
1	HYDRAULIC CHAINSAW	D	LOMB LOPPER GREY/RED
1	HYDRAULIC HAMMER DRILL	S	METABO SILVER
1	HYDRAULIC IMPACT DRILL	S	STANLEY BLUE
1	THERMAL ARC WELDER - MIG	S/O	BLACK/ORNAGE- Mig attachment
1	LINCOLN WELD HOOD	S	BLACK
1	BROCO CUTTING STINGER	D	ORANGE HANDLE
2	V350 GAS REGULATOR	S	GREEN OXYGEN
1	Assorted Air/Gas Hoses	S	GREEN/ RED/ BLACK/ YELLOW/ BLUE
1	DRILL PRESS	S/O	CENTRAL MACHINERY
1	TABLE SAW	S	PORTER CABLE
1	MILLER WELDER - (Regency 250)	S	220V Electric - BLUE / Black
1	MILLER WELDER - LEGEND	S	GAS Driven - MILLER BLUE/BLACK
1	MITER SAW	S/O	DEWALT BLACK/YELLOW
6	5 GALLON GAS CAN	S	Assorted - RED / Blue / Yellow

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2	WATER STORAGE TANKS	D - S/O	200 GALLON/ BLUE
1	ALKIN HP AIR COMPRESSOR #4	S	Gas Driven / BLACK
1	HYDRAULIC POWER UNIT	D	STANLEY BLACK/ORANGE
1	HYDRAULIC POWER UNIT	D	STANLEY YELLOW/BLACK
1	PRESSURE WASHER	D	BRIGGS STRATON
3	ROLLING JACKS	S/O	3 TON/ RED
1	DIVE AIR COMPRESSOR #1	D	YANMAR GREY/BLACK
1	DIVE AIR COMPRESSOR #2	D	SPEEDAIRE GREEN/ BLACK
1	DIVE AIR COMPRESSOR #3	D	SPEEDAIRE GREEN/ BLACK
1	TRASH PUMP	D	DUROMAX BLUE/BLACK - 4"
1	TRASH PUMP	D	WHACKER YELLOW - 3"
1	TRASH PUMP	D	MULTIQUIP RED/BLACK - 3"
2	TRASH PUMP	D	PREDATOR - 3"
1	TOOL AIR COMPRESSOR	S/0	60 GALLON
2	HONDA INVERTER	D	EU3000iS
1	ULTRASONIC THICKNESS TESTER	D	BLUE/BLACK
1	ULTRASONIC THICKNESS TESTER	D	RED/ORANGE

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2	CO2 METER	D	RED
1	UT THICKNESS GAUGE	D	BLACK/GREY
1	AUGA MASK	D	BLACK
3	AUGA MASK AIR LINES	D	YELLOW (150' ft section)
6	DIVE HARNESSES	D	Assorted - Black & Yellow
4	SUMP PUMP	D	SILVER
6	PRESSURE WASHER HOSES	D	Assorted: 50'ft sections WHITE/BLACK/RED
1	Shop Air Hoses	S/O	Assorted Length & Colors (approx 1200' ft total)
1	Commercial DRY SUIT	D	WATERPROOF WALRUS/BLACK
1	Commercial DRY SUIT	D	Viking - Red & Black
1	Commercial DRY SUIT	D	Aqua-Lung - RED - HazMat
1	Commercial DRY SUIT	D	Aqua-Lung - BLACK - HazMat
1	Commercial DRY SUIT	D	Whites - RED - HazMat
2	Commercial DRY SUIT	D	NORTHERN DIVER - Black
1	Commercial DRY SUIT	D	DUI
6	DIVER AIR LINE	D	Deck Whip - BLACK 50' Length w/ Brass fittings
2	DIVE HARNESS	D	BLUE

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6	Tuff Gear Bags	D	Assorted Tuff Gear Bags (Color & Sizes)
2	STANDBY HARNESS	D	YELLOW CAUTION/ TAN
5	DIVER WEIGHT BELTS	D	Commercial Diver Weight Belt - BLACK
1	SAND BLASTER	S/O	RED CABINET
6	WATER SUCTION / JET HOSE3	D	BLACK 2"in Hose - 25'ft lengths
2	JOINT ZONE LIFT BAGS	D	Blue (13000ld) - Pontoon
1	JOINT ZONE LIFT BAGS	D	BLUE (7000lb)
2	SUBSALVE AIR LIFT BAGS	D	TAN (2000lb)
2	SUBSALVE PONTOON LIFT BAGS	D	TAN (2000lb)
2	JOINT ZONE LIFT BAGS	D	BLUE (600lb)
4	SUBSALVE AIR LIFT BAGS	D	TAN (1000lb)
4	PELICAN CASE - Large	S	Assorted Sizes & Colors
8	PELICAN CASE - Small	S	Assorted Sizes & Colors
10	ASSORTED STORAGE CONTAINERS	D - S	Assorted Sizes & Colors
10	10' CLEAN HOSE	D	GREEN 3"
5	20' CLEAN HOSE	D	WHITE 3"
2	50' CLEAN HOSE	D	BLUE 3"

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4	50' CLEAN HOSE	D	GREEN 3"
2	50' CLEAN HOSE	D	ORANGE 3"
5	20' CLEAN HOSE	D	ORANGE 4"
4	DIVER FINS	D	Assorted Sizes & Colors
4	BCD	D	Assorted Sizes & Brands
6	SCUBA 2nd Stage Regulator	D	Assorted Brands / Color
5	SCUBA 1st Stage Regulator	D	Assorted Brands / Color
1	Mares octopus 2nd Stage Regulator	D	Mares box
1	TORO RAKE	D - S	CLAW - Hydrualic Attachment
1	HEDGETRIMMER	P	DEWALT BOX - Electric
6	4" LAY FLAT	D	BLUE / 25ft & 50ft sections
1	O2 SENSOR / Air Quality	D	RED/BLACK
1	RF Detector	D	Orange / Black case
2	3" HAND VAC	S	SMALL HAND VAC
4	3" FLOOR VAC	S	ALUM VAC
1	TESTX - TAPE KIT	D	BLACK Box / White Label
1	POSITEST	S	BLACK BOX/ BLACK WRAP

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1	INFARED THERM	D	ORANGE
1	ELCOMETER - Profile Thickness	D	ORANGE/BLACK
1	COATING GAUGE THICKNESS	D	GREY
1	HUMID METER	D	ORANGE - Fluke 971
1	UMBILICALTEST KIT	D	BLACK PELICAN 14"X12"X6"
1	SPY HOLLIDAY DETECTOR	D	BLACK CASE W/ 2 BATTERIES
1	SPY DETECTOR EXTENSION POLE	D	BLACK POLE
1	AT120 TRITAN MOWER	S/O	RED (pull-behind) MOWER
1	SCAG/COUGER/ MOWER	S/O	ORANGE SIT MOWER
1	CAN AM QUAD	P	GREEN
2	OUTLAND DIVE CAMERA	D	BLACK HD CAMERA
2	OUTLAND DIVE CAMERA	D	BLACK HD CAMERA
1	OUTLAND DIVE LIGHT	D	Stainless HD LED LIGHT
1	OUTLAND DIVE LIGHT	D	BLACK HD LED LIGHT UWL - 400
4	OUTLAND DIVE LIGHT	D	BLACK HD LED LIGHT UWL - 401
1	Outlander Video Console System	D - BW	BLACK CASE - video system
1	OUTLAND LED CONSOLE DVR	D	BLACK CASE - video system

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1	OUTLAND LED CONSOLE DVR	D	BLACK CASE - video system
1	Alienware Laptop CPU	D / P	Black Laptop
2	Microsoft Surface Pro LTE - Tablet	D / P	Black Tablet
2	Printer	S	Laser & Ink
6	Computer Monitors	S	Varies LCD & LED screens / Monitor
1	WD My cloud EX2 Ultra	S / P	Black / Blue lights
3	Laptop CPU	S	Assorted - MacBook & Dell CPUs
2	Hankinson Braething Air Filters	D	blue cylindrical (4-stage)
4	HP regulators	D	Breathing Air regulator
1	Volume Tank - 60 Gal	D	White - Verticle Mounted
1	Volume Tank - 30 Gal	D	White - Horizontal Mounted
5	NEMO UW Lights	D	Black & Red
2	Olympus - Topside Camera	D	1 - Black Camera / 1 - Red Camera
2	GENERAL PPE	D - S/O	Respirators, Goggles, Hard hat, Ear protect, etc…… (multiples)
1	RIGGING BOX 1:	D	ASSORTED Slings
1	RIGGING BOX 2	D	ASSORTED Shackles & Rigging Accessories
1	RIGGING BOX 3	D	ASSORTED Straps & Rigging Accessories

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3	Electric Saws	D - S/O	Assorted Types & Brands
4	Electric angle grinder	D - S/O	Dewalt - Yellow
6	Electric Drills	D - S/O	Dewalt (impact & hammer drills)
2	Misc. tools	D	Trailer Hand Tools (assorted)
1	Misc. tools	S/O	Shop Hand Tools (assorted)
3	Tool Chest / Boxt	D - S/O	LARGE Red Tool boxes
1	Climbing Ropes	D	Assorted Climbing Ropes (varies colors)
3	Climbing Gear	D	Assorested Slings / Carabiners / Ropes / etc.
7	Climbing Harness	D	Multiple sizes & colors
1	28' ladder	D	aluminum
2	16' ladder	D - S/O	blue fiberglass & aluminum
1	36' ladder	D	aluminum
1	Stanely Hydruallic Cutt-off saw 12"	D	Black
1	Hydruallic Cutt-off saw 16"	D - BW	yellow
1	Amron Panel Mount Comms Panel	D	Single Diver
2	OTS - Dive Comms Box	D - BW	2 Diver - Black
2	Bay Tech Breathing Air Filters	D - BW	2 - Stage - Silver

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2	Bay Tech Air Control System (rack box)	D - BW	Brass - 2 diver
2	Dive Umbillical 600'	D - BW	Black & Bluck w/ video
1	North Star LP Breathing Comp.	D - BW	Black - Aluminum frame
1	Quincy Breathing Compressor	D - BW	Blue Volume tank w/ Honda engine
1	Quincy Tool Compressor	D - BW	Blue Volume tank w/ Honda engine
1	Bauer HP Elctric Breathing air Comp	D - BW	White / sivler
1	Hydrualic Power Unit - Boat	D - BW	Boat HPU
1	Hydrualic Power Unit - 15GPM	D - BW	Yellow w/ honda motor
1	252 Miller Welder - Electric	S - BW	Blue
1	185 Miller Welder - Gas	D - BW	Blue Star
1	Hydrualic Hoses	D - BW	Black - approx. 350'
2	Hydrualic Chainsaw	D - BW	yellow
1	Hydrualic Chipping Hammer	D - BW	yellow
1	Turbity Curtain - Type 2	D - BW	Yellow - 100'
4	Sub Salve - Lift Bag	D - BW	Yellow - PF 12000
3	Sub Salve - Lift Bag	D - BW	Yellow - SP 6000
2	Sub Salve - Lift Bag	D - BW	Yellow - SP 2000

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1	Puch Barge w/ crane	D - BW	Barge "A" - main barge w/ power
1	Section Barge	D - BW	Barge "B" - port barge
1	Section Barge	D - BW	Barge "C" - Starboard barge
1	Push Barge Trailer	D - BW	Black 3 axles - 2015
1	Sectional Barge Trailer	D - BW	Black 3 axles - double decker - 2018
2	Suzuki 200HP Outboards	D	White Twin Engine
1	08 Freight Linner Truck	D - BW	White Box Truck
1	Dump Barge	D	Aluminum

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CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Respondent acknowledges that he is solely responsible for complying with the Florida Trench Safety Act pursuant to Florida Statutes Chapter 553 Part III (90-96, Laws of Florida) effective October 1, 1990 as amended, and Occupational Safety and Health Administration's Excavation Standards 29 CFR 1926.650 (Subpart P) as amended. Respondent further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the aforementioned Florida Trench Safety Act and the Occupational Safety and Health Administration's Excavation Standards. Respondent further identifies these costs to be as summarized below:

Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Quantity	Unit Cost	Extended Cost
(A) BRACING/SHORING	LF	10	$80.00	$800.00
(B) Ext. Ladder	EA	2	$350.00	$750.00
(C) Harnesses / rigging	EA	3	$500.00	$1,500.00
(D) Safety Coordinator	HR	8	$75.00	$600.00
			Total:	$ 3,650.00

By: In Depth Inc. 5th August 2025

Respondent Date

Zachary Rogers, President

Authorized Signature

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, St. Augustine, City of, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

In Depth Inc.
_____

_____
Signature

Zachary Rogers, President
_____
Name and Title

1473 Old Haw Creek Rd.
_____
Street Address

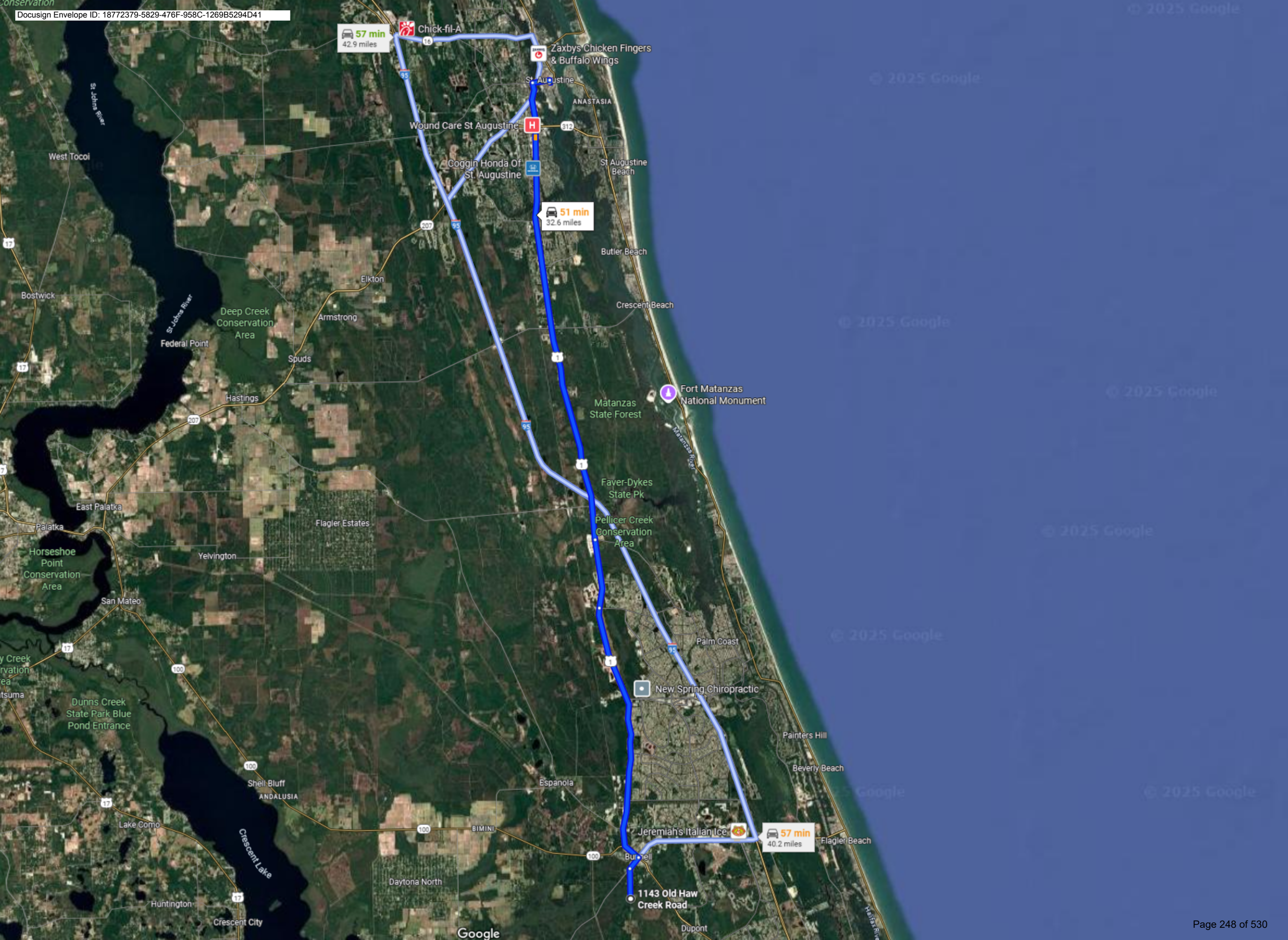
Bunnell, FL 32110
_____
City, State, Zip

8/5/25
_____
Date

St. Augustine, City of
Sub-Recipient's Name

22FRP110
DEP Agreement Number

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

NORTON, ROBERT JESSE II

IN DEPTH INC.
1473 OLD HAW CREEK ROAD
BUNNELL FL 32110

LICENSE NUMBER: CGC1506240

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/26/2025

Do not alter this document in any form.

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

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ROGERS, ZACHARY

IN DEPTH INC.
1473 OLD HAW CREEK RD
BUNNELL FL 32110

LICENSE NUMBER: SCC131152633

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

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State of Florida

Minority Business Certification

In Depth Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

03/18/2025 to 03/18/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

IN DEPTH INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541990, 561790, 561990, 624230

Samuel Febres

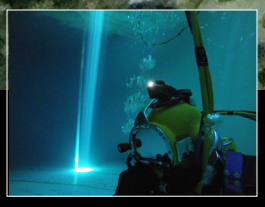
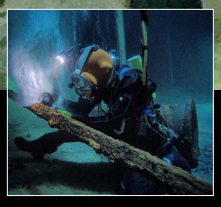
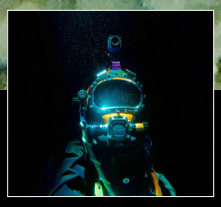
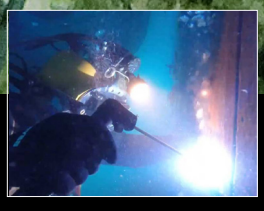
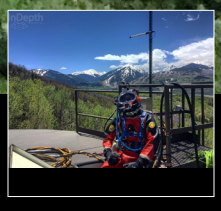
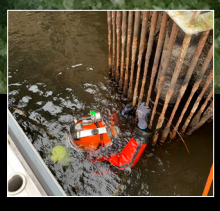
Samuel (Sammy) Febres

DBE & Small Business Development Manager

Florida Department of Transportation

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

CORPORATE REFERENCES

InDepth

1473 OLD HAW CREEK ROAD, BUNNELL FL 32110 · INDEPTHSERVICESINC.COM · (386) 202-2771 · INFO@INDEPTHSERVICESINC.COM

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New Smyrna Beach
• • • UTILITIES • • •

June 9, 2023

RE: InDepth Services, Inc.

To Whom It May Concern:

In 2022, InDepth Services, Inc. was utilized as a sub-consultant for a Survey Company working to help identify and locate one of our subaqueous electric cable.

Since then, NSBU has sole sourced two other subaqueous utility inspections to InDepth Services, Inc.

InDepth Services, Inc. has shown excellent communication and coordination on all three projects. Furthermore, they have dictated and kept their schedules.

They are currently contracted to help NSBU permit work with the ACOE. They were ready and willing to support NSBU in this task.

I highly recommend selecting InDepth Services, Inc. for any diving work needs.

Should you have any questions, please call me at 386-424-3037.

Regards,

Dana Hale, PE
Civil Engineering Manager

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

Growth and Resource Management Department
Environmental Management
123 West Indiana Avenue ● Room 202 ● DeLand, FL. 32720
Phone (386) 736-5927 ● Fax (386) 740-5193
www.volusia.org

To Whom It May Concern:

In Depth Inc. recently completed a derelict vessel removal in Astor, Florida for Volusia County. This vessel was a sailboat that was sunk up to the bow and tied to a dock to prevent it from sinking completely into the canal where it was located. In Depth was able to float the sailboat by applying airbags under the vessel and pump the mud and water from the inside of the vessel. Even with stormy weather, In Depth was able to complete this job and tow the vessel to an area to tie it up overnight. The next day the vessel was removed from the water, crushed, and placed in a roll-off dumpster after the hazardous waste was removed. The entire process was completed on time and care was taken by In Depth to not damage the boat ramp or roadway.

In Depth Inc. has removed a total of four vessels for Volusia County. Each time the removals are improved upon from the previous removals. This last removal was by far their best work completed to date for the St. Johns River Volusia County Derelict Vessel Program.

In Depth Inc. has been a pleasure to work with and we are ready to complete more work with them. Should you have any further questions regarding their workmanship, please feel free to contact me.

Sincerely,

Sondra Mc Culloch

Sondra McCulloch
Derelict Vessel Project Manager
Environmental Specialist II
Volusia County Environmental Management
386-736-5927 Ext. 12074

ATKINS
Member of the SNC-Lavalin Group

Atkins
2671 W. Eau Gallie Blvd.
Suite 104
Melbourne, FL 32935
Tel: +1 321 242 4942
Fax: +1 321 242 6101

atkinsglobal.com
snclavalin.com

May 25, 2023

To the Selection Committee:

I am writing to highly recommend In Depth, Inc. based on my experience working with them on two projects on behalf of the Florida Fish & Wildlife Conservation Commission (FWC) Boating & Waterways Section. It was an absolute pleasure collaborating with their team as they consistently exhibited great communication skills, thoroughness, and a high level of professionalism.

The In Depth team were consistently proactive in their communication, promptly addressing any concerns and keeping all stakeholders well-informed. The Jackson Bluff Dam Waterway Marker project was a complex project with new challenges. In Depth's level of communication fostered a collaborative and efficient working environment, contributing to the success of the project.

Based on my experience with In Depth, I strongly recommend their services for any marine construction projects, as they have consistently demonstrated the skills and qualities required for successful project completion.

Please feel free to contact me if you require any further information. I am more than willing to provide additional details or discuss my experiences working with this team.

Thank you for your attention, and I wish you the best in your future collaborations with In Depth.

Kind regards,

Sadie Marie Yarbrough

Digitally signed by Sadie Marie Yarbrough
DN: OU=Coastal Engineering, O=Atkins North America, CN=Sadie Marie Yarbrough, E=marie.yarbrough@atkinsglobal.com
Reason: I am the author of this document
Location:
Date: 2023.05.25 16:10:23-04'00'
Foxit PDF Editor Version: 12.1.2

S. Marie Yarbrough, PE

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CLIENT REFERENCES

City of Pompano Beach
100 West Atlantic Blvd. Pompano Beach, FL 33060
(954) 786-7030
Phil Hyer
phil.hyer@copbfl.com
PompanoBeach.DevelopmentService@copbfl.com
Scope of work:
Amount:
Contract Dates:

City of Ocala
110 SE Watula Ave. Ocala, FL 34471
352-629-8457
Luis Acosta
lacosta@ocalafl.org
Scope of work: Commercial diving services for the interior & exterior evaluations of all potable & reclaimed water structures city wide, including Water towers, Ground Storage Tanks, Hydro Pneumatic Tanks, & Clearwells. Services also include interior cleaning to removal accumulated sediments and containments, along with other general dive related services, including underwater repairs. These services are performed with the use of commercial divers.
Amount:
Contract Dates:12/31/2019 through 12/31/2021 12/31/2020 through 12/31/2022 (renewed)

Palm Beach County Water Utilities
PO Box 4036 West Palm Beach, FL 33402-4036
561-493-6118
Frank Capoccetta
FCapoccetta@pbcwater.com
PZBMain@pbcgov.com
Scope of work: Commercial diving services to perform interior & exterior inspections on all finished water structures county wide, including Water towers, Ground Storage Tanks, & Clearwells. Contract also include interior cleaning to removal accumulated sediments and containments, along with other general dive related services, including underwater repairs. These services are performed with the use of commercial divers and or ROV's. (IFB #19-071/Mb Cleaning and Inspection Services, Clearwell and Finished Water Storage Tanks.)
Amount:
Contract Dates: 11/16/2019 through 11/16/2021 11/16/2020 through 11/16/2022 (Renewed)

City of Orlando
400 South Orange Avenue, 4th Floor, Orlando, FL 32801
Richard Lee
richard.lee@cityoforlando.net
407-246-2754
Scope of work: (IFB19- 0232) - Underwater Diving Services for the Inspection, Repair or Monitoring of Stormwater Systems, Lakes, and Open Drainage. Services include Commercial Diving, Haz-mat Diving, Underwater Welding, Underwater Cutting (concrete & metals), Underwater Hydraulics (drilling & hammering), Open & Closed Dredging, Underwater GNSS, Plug Install / Removal, & Video Inspections. These services are performed by the use of commercial divers and or ROV's (with or without diving vessel).
Amount:
Contract Dates: 11/7/2019 through 11/7/2021 11/7/2020 through 11/7/2022 (Renewed)

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

City of Ft. Lauderdale
Parks and Recreation
100 N Andrews Ave. Fort Lauderdale, FL 33301
Luis Villanueva
Sr. Admin Assistant
Luisv@fortlauderdale.gov
(954) 828-5833
Scope of work: Installation and repairs of timber wood piles for the marina at Ft. Lauderdale.
Amount:
Contract Dates: Current 2023

Florida Fish and Wildlife Conservation Commission
620 South Meridian Street, Tallahassee, Florida 32399-1600
Kate Grimes
Kate.Grimes@myfwc.com
Division of Law Enforcement, Boating and Waterways Section, Waterway Management Unit
Phone: (850) 617-9493
Scope of work: Indstallation of piles and Marine Markers, various locations throughout the State of Florida
Amount:Various
Contract Dates: Ongoing responses to solicitations

Florida Department of Environmental Protection
Division of Recreation and Parks Florida Park Service
21924 Blountstown Hwy, Tallahassee, FL 32310
Derek Helms
Lead Dam Operator, Jackson Bluff Dam
derek.helms@dep.state.fl.us
Office: 850-487-4089
Office Cell: 850-404-4106
Direct Cell: 850-755-7706
Scope of work: Installation of timber piles and navigation markers in waterways
Amount:
Contract Dates: February 2023

Aegion/Inliner Solutions
2531 Jewett Lane, Sanford, FL 32771
Christopher Hee
Project Manager
Direct: 407-472-0014 | Cell: 407-687-5603
Scope of work: Cleaning of 72" Marine Ocean Outfall
Amount:
Contract Dates: August 2024

New Smyrna Beach Utilities
200 Canal St, New Smyrna Beach, FL 32168
Dana Hale, P.E
Civil Engineering Manager
Phone 386-424-3037 | Cell 386-527-2327
dhale@nsbufl.com
Scope of work: Repairs of scoured pipe across a federal channel/waterway. Installation of supports at various locations and inspections of infrastructure. Coordination with the Utility and USACE.
Amount:
Contract Dates: June 2023

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

Seawood Builders
1324 W. Newport Center Dr. Deerfield Beach, FL 33442
Ron Greene
Project Manager
Cell 561.246.9631
Office 954.421.4200
Scope of work:
Amount:
Contract Dates:

Pasco County
8731 Citizens Dr., Suite 350 New Port Richey, FL 34654-5572
Scott A. Gilmore
Project Manager
sgilmore@pascocountyfl.net
Phone (727) 847-8115
FAX (727) 847-7010
Scope of work: Installation of timber piles and navigation markers in waterways
Amount:
Contract Dates: Current 2023

City of Port St. Lucie
121 S.W. Port St. Lucie Blvd. Port St. Lucie, FL 34984
Dan Burdett
772-873-6474
dburdett@cityofpsl.com
Scope of work: Cleaning & Inspection of Potable Water Tanks
Amount: $16,300.00
Contract Dates: 12/1/17 - 1/20/18

City of Eustis
10 N. Grove St. Eustis, FL 32726
Brandon Pennington
PenningtonB@ci.eustis.fl.us
352-357-5618 x181
Scope of work: Cleaning & Inspection of Potable Water Tanks
Amount: $10,500.00
Contract Dates: 2/15/18 - 4/1/18

City of Leesburg
501 W. Meadow Street Leesburg, FL 34748
Al Purvis
352-728-9786 x9442
al.purvis@leesburgflorida.gov
Scope of work: Clean & Inspection of Potable Tanks and Towers
Amount: $39,750.00
Contract Dates: 5/1/18 - 6/15/18

City of Hallandale Beach
630 NW 2 St. Hallandale Beach, FL 33009
John Fawcett
954-457-1610
jfawcett@cohb.org
Scope of work: Clean & Inspection of Potable Tanks, Wells, and Tower
Amount: $25,000.00

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Contract Dates: 12/08/17 - 12/16/17

Odyssey Manufacturing CO.
Patrick Allman
813-335-3444
pallman@odysseymanufacturing.com
1484 Massaro Blvd.
Tampa, FL 33619
Scope of work: CO2 chemical injection pipeline installation
Amount: $2,950.00
Contract Dates: 12/17/17 - 12/19/17

NASA - URS Federal Services Inc.
Charlotte Welch
Charlotte.M.Welch@nasa.gov
321-867-1122
P.O. Box 21025
M/C: ISC-1220
Kennedy Space Center, FL 32815-0025
Scope of work: Comprehensive NDT Inspection on ML launch pad tower
Amount:
Contract Dates: 7/6/18 - 10/1/18

City of Savannah
Anthony Key (Superintendent)
912-351-3434
AKey@savannahga.gov
2 East Bay St.
Savannah, GA 31401
Scope of work: Inspection services for the interior & exterior of all potable water structures city wide, including: Water towers, Ground Storage Tanks, Hydro Pneumatic Tanks, & Clearwells. Services also include interior cleaning to removal accumulated sediments and containments. These services are performed with the use of commercial divers. (EVENT NO. 6690 -Water Tank Inspection & Washout)
Amount:
Contract Dates: 1/17/19 through 12/21/19 1/1/20 through 12/31/20 (Renewed)

City of Palm Coast
Carmelo Morales
386-986-4758
cmorales@palmcoastgov.com
60 Lake Ave
Palm Coast, FL 32164
Scope of work: City wide storm water pipe inspections / assessments (includes: culverts, bridges & weirs.
Amount:
Contract Dates: 10/1/2019 - Current

Greenwood County
Robert Russian
864-942-8557
rrussian@greenwoodsc.gov
600 Monument St.
Greenwood, SC 29646
Scope of work: FERC Inspection - Buzzard Roost Hydro-electric Dam
Amount:

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Contract Dates: 11/22/2019

Florida Department of Environmental Protection
Donald Finkbeiner
850-245-2587
donald.Finkbeiner@FloridaDEP.gov
3900 Commonwealth Blvd.
Tallahassee, FL 32399
Scope of work: Weeki Wachee state park underwater construction repairs & maintenance of amphitheatre (concrete work & wet welding anode replacement)
Amount:
Contract Dates: 3/9/2020 - 3/12/2020

Bradford Marine
Tom Krigger
954-791-3800
tom@bradford-marine.com
3051 W State Rd 84
Fort Lauderdale , FL 33312
Scope of work: Underwater inspection & assessment of marina assets (dry docking synchro boat lift)
Amount:
Contract Dates: 4/1/2020

Volusia County Environmental
Sondra McCulloch
386-736-5927 Ext. 12074
SMcCulloch@volusia.org
123 W. Indiana Ave.,
Deland, FL 32720
Scope of work: FWC regulated derelict vessel removal / disposable / salvage throughout county navigable waterways (as needed - multiple vessels in multiple locations).
Amount:
Contract Dates: 7/1/2021 - Current

Seminole County Environmental
Shannon Wetzel
407-665-2455
SWetzel@seminolecountyfl.gov
Seminole County Environmental
200 W County Home Road
Sanford, FL 32773
Scope of work: Closed circuit storm water pond dredging & underwater video inspection services (via commercial diving).
Amount:
Contract Dates: 10/7/2021 - 2/8/2022

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Pinellas County
Mike Levecque
(727) 464-8764
mlevecque@pinellas.gov

22211 US Hwy 19 N, Building 1
Clearwater, FL 33765

Scope of work: As needed Installation of timber piles and navigation markers in waterways
Amount: Total to date: $35,425.00
Contract Dates: 2/23 - current service contract

City of New Smyrna Beach
David Ray
Director of Maintenance Operations
dray@cityofnsb
(386) 424-2202

124 Industrial Park Ave. New Smyrna Beach, FL 32168

Scope of work: Due East Pier Repairs, Damaged By Hurricane Ian
Amount: $26,931.40
July 2024

South Florida Water Management District
Dora C. Dixon, CPPB, FCCM
Sr. Contract Specialist
Phone: 561-682-6420
Fax: 561-682-5039
Email: ddixon@sfwmd.gov

South Florida Water Management District
Scope of work: Inspections and repairs
Contract Dates: 2023/24 - current service contract

Bay County Water Division
Sean Lathrop
Utility Services Water Superintendent
slathrop@baycountyfl.gov
850-248-5010

Utility Services Department Diving Services Contract 21-53
Provide all necessary labor, supervision, equipment and supplies required to perform diving services to the Utility Services Department's Water and Wastewater Divisions. Diving Services include but are not limited to scheduled inspections, cleaning, and routine maintenance.
Contract Start Date: 10/8/2021- contract terminates 9/30/2024

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

St. Lucie County
Michael Harvey
harveym@stlucieco.org
772-462-1717
Culvert Inspection Services - St. Lucie County RFQ No. 20-078
Culvert inspections services related to various projects in St. Lucie County. Individual work projects will be identified and negotiated at the time. Provide video and written reports of inspections of the exterior entrance and interior of culverts insufficient detail that engineering evaluations can be made.
Contract Start Date: 4/1/2021 – 3yrs - Added Amended contract to renew up through March 30, 2025 terminates March 2026.

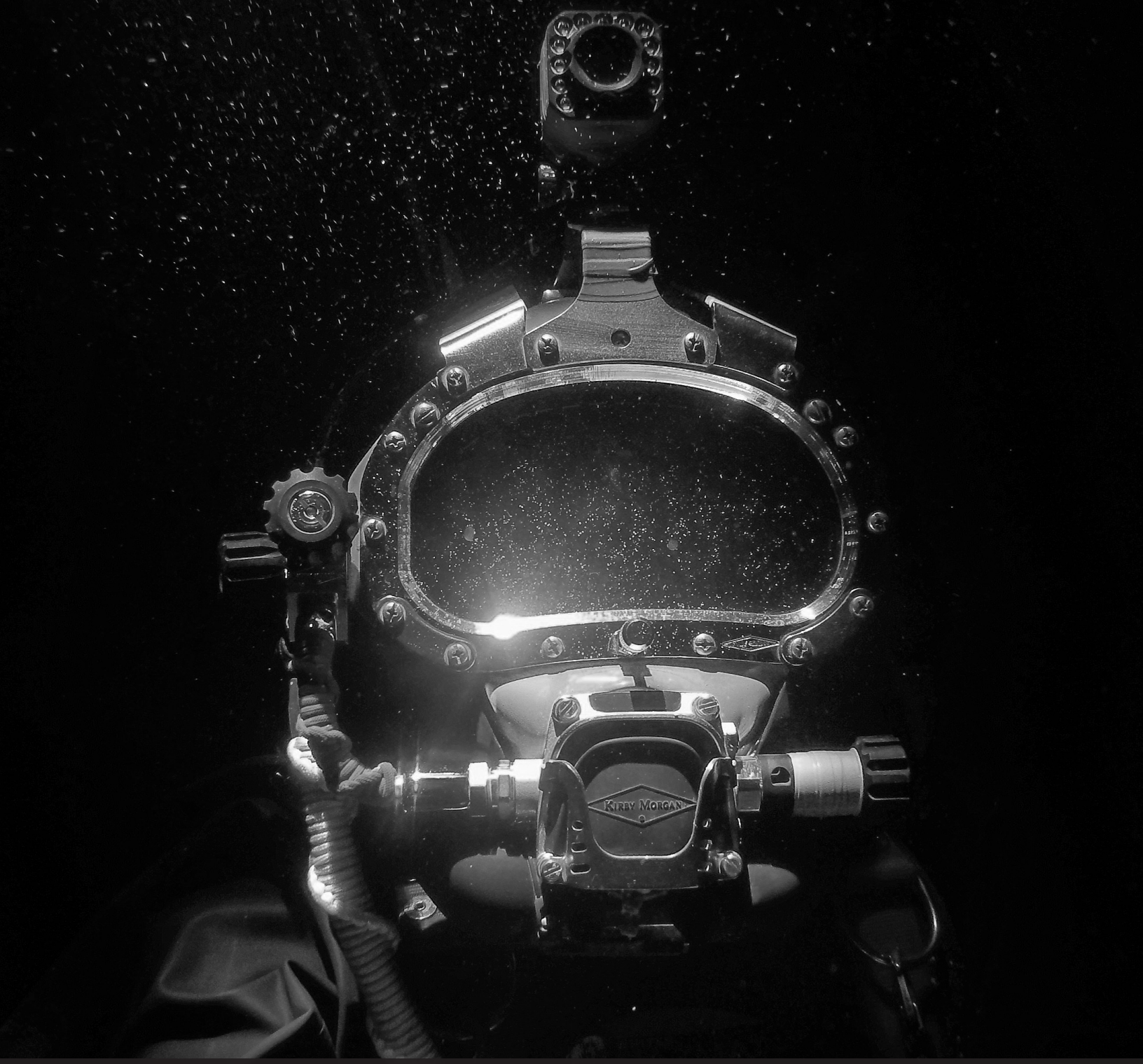
Palm Beach County
Diana Del Rio Cabrera
Procurements Specialist | Capital Improvements Division
(561) 616-6800
DDelrioCabrera@pbcgov.org

Palm Beach County Facilities Development & Operations
2633 Vista Parkway | West Palm Beach, FL 33411

Annual Minor Construction Contractor: Contract Start Date: 19MAR24

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

In Depth, Inc. is Florida's leading diving and underwater construction firm, offering a unique combination of construction expertise: marine construction, underwater construction, engineering and diving services, general contracting and project management.



MARINE CONSTRUCTION • DIVING • ENVIRONMENTAL REMEDIATION • INSPECTIONS • ROV DRONE SERVICES • CULVERT INSPECTIONS • SEDIMENT & DEBRIS REMOVAL • TANK CLEANING/REPAIRS • BRIDGE & SEAWALL REHABILITATION • PILE REPLACEMENTS & DOCK & BULKHEAD REPAIRS • DREDGING/SITE CLEARING • HURRICANE RESPONSE/EMERGENCY MANAGEMENT • UNDERWATER WELDING & BURNING • MARINE SALVAGE & DERELICT VESSEL REMOVAL • SEARCH & RESCUE • PUMP INSPECTIONS & REPLACEMENT • UTILITY DISTRICTS THEME PARKS • CHEMICAL PLANTS • SANITARY DISTRICTS • PORTS & HARBORS

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

City of St. Augustine, FL
Purchasing Division
Sharon Whitener, Procurement Manager
75 King Street, St., St. Augustine, FL 32084
(904) 825-1020

NOTICE OF INTENT TO AWARD
Solicitation No. 25021
Construction and Skilled Trade Services

RESPONSE DEADLINE: August 6, 2025 at 2:00 pm

Wednesday, August 27, 2025

TO: All Respondents
RFQ #25021 : Construction and Skilled Trade Services

FROM: Laura Morse, Procurement Specialist II
General Services Department

SUBJECT: Notice of Intended Decision

As a result of the above-mentioned RFQ #25021, it will be recommended to City Manager that the award be made as follows:

Recommend award of #25021: Construction and Skilled Trade Services to the following highest ranked responsive and responsible respondents:

Roofing
1) Advanced Roofing, Inc.
2) Enterprise Roofing LLC

Plumbing
1) W.W. Gay Mechanical

HVAC
1) W.W. Gay Mechanical

General Contractors
1) DiMare Construction Co.
2) GEC Trucking and Construction Inc.
3) TBL Services LLC

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

Locksmith
1) VKA Security

Painting / Pressure Washing
1) Cartaya Works, LLC d/b/a Certapro Painters of First Coast-St. Augustine
2) Lasa Construction, Inc.

Pressure Washing
1) Krystal Klean Franchisor, LLC

Signage
1) B&S Signs, Inc.

Marina / Dock Repair
1) In Depth Inc.

Disaster Recovery
1) BELFOR USA Group, Inc.

Structural Consultant
1) H.W. Keister Associates, Inc.

Review the Consensus Scorecard on the Procurement Portal and the below entitled "Notice of Rights", which describes certain rights you may have in regards to the awarding of this RFQ 25021. You should pay close attention to the time limitations specified in the Notice of Rights.

NOTICE OF RIGHTS

Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals or qualifications, must file a Notice of Protest within three (3) business days after receipt of the decision or intended decision.

The protester must also file with the Director of General Services at the City of St. Augustine a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest must state with particularity the facts and law upon which the protest is based.

No additional time will be added for mailing. All filings must be addressed to and RECEIVED by the Director of General Services at the City of St. Augustine, Post Office Box 210, St. Augustine, Florida 32085 within the prescribed time periods. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN THIS NOTICE OF WILL CONSTITUTE A WAIVER OF PROCEEDINGS.

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If you have any questions or comments based on the above recommendation, please contact Laura Morse at (904) 201-8837, or via email at lmorse@citystaug.com.

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CITY OF ST AUGUSTINE EST. 1565

PROJECT NAME: 25021: Construction and Skilled Trade Services

The City of St. Augustine, Florida (City) has considered the Solicitation Response submitted by you for the above-described work.

You are hereby notified that your Solicitation Response has been accepted. You are required by the Instructions to Respondents to execute the Contract Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said City will be entitled to consider all your rights arising out of the City's acceptance of your Solicitation Response as abandoned. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

CITY OF ST. AUGUSTINE, FLORIDA

SIGNATURE

David Birchim, City Manager

FULL NAME

September 26, 2025

DATE OF THIS NOTICE

ACCEPTANCE OF NOTICE

Zachary Rogers
Zachary Rogers (Sep 27, 2025 10:23:10 EDT)

SIGNATURE

Zachary Rogers

FULL NAME

09/27/2025

DATE SIGNED

Upon signature, respondent hereby acknowledges receipt of the above Notice of Award is hereby acknowledged.

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AGREEMENT
BETWEEN THE CITY OF ST. AUGUSTINE AND IN DEPTH INC.
FOR CONSTRUCTION AND SKILLED TRADE SERVICES

THIS AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE ("the City"), whose address is P. O. Box 210, St. Augustine, Florida 32085-0210, and In Depth Inc. ("Contractor"), whose address is 1473 Old Haw Creek Rd, Bunnell, Florida 32110. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, the covenants and conditions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Contractor agrees to furnish and deliver all materials and perform all services and labor required for ("the Work"). In accordance with Solicitation #25021, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for the solicitation; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) solicitation submittals; and (5) this Agreement, including the Scope of Work, Specifications, General Conditions and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the terms of this Agreement shall prevail unless the referenced attachment is a requirement pursuant to grant funding. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERMS OF AGREEMENT

1.1. Term

The term of this Agreement shall run from the Effective Date to the Final Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.

1.2. Effective Date

The Effective Date of this Agreement is October 1, 2025.

1.3. Completion Date

The Completion Date of this Agreement is September 30, 2028, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

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1.4. Renewals

This Agreement may be renewed by mutual and written consent of each party for no more than two (2) terms up to three (3) consecutive years for each term.

2. GENERAL CONDITIONS

2.1. COMMENCEMENT OF WORK

Contractor shall commence the Work within fourteen (14) days of issuance of a Purchase Order or Work Order by the City. This date shall be known as the "Commencement Date". Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

2.2. DELIVERABLES

A. The Work is specified in the Scope of Work, Exhibit A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

B. If not otherwise addressed in the Scope of Work and/or Specifications, upon written request, Contractor shall submit written progress reports to the City's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

2.3. OWNERSHIP OF DELIVERABLES

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Scope of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work unless approved in writing by the City and, with the exception of the

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original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

2.4. FUNDING OF AGREEMENT

For satisfactory performance of the Work, the City agrees to pay Contractor a sum not to exceed the amount of the Work Order or Purchase Order and billed in accordance with the terms of the Cost Schedule, Exhibit D.

2.5. PAYMENT OF INVOICES

Contractor shall submit monthly itemized invoices by one of the following two methods: (1) by mail to the City of St. Augustine, Financial Management, P. O. Box 210, St. Augustine, FL 32085-0210, or (2) by e-mail to AP@citystaug.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

2.6. CONTRACT PAYMENT AND COMPLIANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT

A. Each month, the Contractor shall submit an application for payment for work performed to that point. The Owner will process and issue payment in compliance with the requirements of the Florida Local Government Prompt Payment Act (F.S. 218.735) as described below. Final payment in the amount of **five percent (5%) of the total project amount will be retained** pending final inspection and acceptance of the project by the Owner and proof of complete payment to all subcontractors and suppliers.

B. All invoices shall include the following information: (1) City contract number; (2) City encumbrance number; (3) City work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) City Project Manager or Work Order Manager, if applicable; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Scope of Work; for work-orders, see special requirements under **WORK ORDERS**); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

C. As conditions precedent to final payment under this Contract, the Contractor shall furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work;

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shall have performed all other requirements pursuant to the Contract Documents; shall warrant all workmanship for a period of one (1) year after the date of final acceptance of the Work by the Owner and shall furnish signed copies of the Contractor's Warranty Guarantees signed by Contractor, subcontractors, materials men, suppliers, laborers or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work. The City shall be the expressly designated beneficiary of any and all Warranty Guarantees. Acceptance of any Work or any possession taken by Owner shall not operate as a waiver of any provision of the Contract Documents or any right or power reserved to Owner, including any right to damages provided in the Contract Documents.

D. In order to comply with the provisions of the Florida Local Government Prompt Payment Act, the City designates the following as its Agent:

Eric Mauldin
Municipal Marina Harbormaster
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210
Phone: 904-825-1026
Email: emauldin@citystaug.com

1. The City's Agent is required to review invoices or payment requests prior to processing for payment.

2. The due date for payment of construction services by the City shall be determined as follows:
   a. If the City's agent must approve the payment request or invoice submitted by the Contractor before the payment request or invoice is submitted to the City, payment shall be due twenty-five (25) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S. The Contractor may send the City an overdue notice. If the payment request or invoice is not rejected within four (4) business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.
   b. If the City's agent need not approve the payment request or invoice submitted by the Contractor, payment is due twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S.
   c. If a payment request or invoice submitted by the Contractor does not meet the contract requirements, the City must reject the payment request or invoice within twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S. The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper.

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d. If a payment request or invoice is rejected and the Contractor submits a payment request or invoice which corrects the deficiency, the corrected payment request or invoice must be paid or rejected ten (10) business days after the date the corrected payment request or invoice is stamped as received as provided in Section 218.74(1), F.S.
e. If a dispute between the City and the Contractor cannot be resolved by the procedure described above, the dispute shall be resolved in accordance with the dispute resolution procedure described in Section 217.76(2), F.S.
f. If the City disputes only a portion of a payment request or invoice submitted by the Contractor, the City shall pay the undisputed portion in a timely manner in accordance with subsections (a) and (b) above.
g. **Travel expenses**. If the cost schedule for this Agreement or project estimate for a Work Order (if applicable) includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the City as an authorized City traveler. In such instance, travel expenses must be submitted on City or State of Florida travel forms and shall be paid pursuant to City Policy.
h. **Payments withheld.** The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
i. **Retainage.** The City shall pay Contractor **(ninety-five percent (95%) of each approved invoice and retain five percent (5%) as retainage),** to be paid upon completion of the Work. For Work Order contracts, completion occurs at the completion of the punch list for each Work Order. For phased projects, completion occurs at the completion of the punch list for each phase.
j. **Payments**. The City shall pay Contractor one hundred percent (100%) of each approved invoice.

2.7. FUNDING CONTINGENCY

This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each

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succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

2.8. PROJECT MANAGEMENT AND PERSONNEL

A. The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business day's prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

CITY
Eric Mauldin, Harbormaster
City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085-0210904-825-1026
emauldin@citystaug.com

CONTRACTOR
Zachary Rogers
In Depth Inc.
1473 Old Haw Creek Rd
Bunnell, Florida 32110
386-202-2771 Office
386-986-8177 Mobile
zach@indepthservicesinc.com

Danny Broadhurst
386-202-2771
386-237-1402 Mobile
danny@indepthservicesinc.com

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B. The City's Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating City policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the City may designate a "Work Order Manager" on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the City's Project Manager. The City's Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The City's Project Manager and, as appropriate, other City employees, shall meet with Contractor when necessary in the City's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.

C. Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent superintendent, satisfactory to the City. The superintendent shall not be changed except with the City's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to the superintendent shall be as binding as if given to Contractor. If the City produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the City's instructions, that person shall there upon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The City may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.

D. Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

2.9. COST OF LIVING INCREASES

A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three months before the contract renewal date. The increase will be limited to the Unadjusted percentage change for All Urban Consumers, not to exceed five percent, for the twelve-month timeframe beginning three months before the contract renewal date. Example: Contract expiration September 30, the CPI will be based on the May index.

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2.10. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the City as provided in Section 768.28, Florida Statutes.

2.11. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in a court of competent jurisdiction located in St. Johns County; (2) venue for any federal legal proceeding shall be in the federal court for the Middle District of Florida, Jacksonville Division; (3) each party shall bear its own attorney's fees, including appeals; (4) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

2.12. INTEREST IN THE BUSINESS OF CONTRACT; NON-LOBBYING

Contractor certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, F.S., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, F.S., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

2.13. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the City. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, wage and hour and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect

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Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

2.14. INSURANCE AND PERMITS

Contractor shall acquire and maintain, at its own expense, all permits and licenses required by law and shall maintain the same in full force and effect. Contractor is responsible for conformance with all State and Federal regulations and requirements. City of St. Augustine permit fees shall be waived.
Contractor shall provide all insurance required by Exhibit B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the City as per Exhibit B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the City to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

2.15. FORCE MAJEURE; DELAYS

A. **Force Majeure -** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.

B. **Delay -** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the City in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional time

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incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay**. If the delay is due to the failure of another City contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

2.16. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

A. **Modification of Specifications.** No oral agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the City.

B. **Change Orders.**

1. The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the City Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the City Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.

2. For any Change Order requests submitted by Contractor, the City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

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C. **City Change Orders for Construction.** If the City receives from its Contractor a price quote for a Change Order requested or issued by the City for construction services, and the price quote conforms to all statutory requirements and contractual requirements for the Project, the City will approve or deny the price quote and send written notice of that decision to Contractor within 35 days after receipt of the price quote. A denial notice from the City will specify the deficiencies in the price quote and the actions necessary to remedy those deficiencies. Payment by the City of the change order price quote will conform to sec. 218.755, F.S.

D. **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Contractor shall provide the City with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the City constitutes a waiver of any right to an extension of time or increase in compensation**. Within fifteen (15) days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

2.17. WORK SCHEDULE

For services on-site, City property or in conjunction with Community Redeveolpment Areas (CRA), no Work shall be accomplished on official holidays or weekends unless approved in advance by the City Project Manager. Unless otherwise approved by the City Project Manager, Contractor's work hours on City property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the City a minimum of 24 hours in advance of the change and confirmed in writing.

2.18. FRANCHISE HAULERS

Per city ordinance all debris removal must utilize franchised haulers. Contractor must clearly identify the name of the City of St. Augustine franchised hauler for debris removal for this project.

2.19. TERMINATION AND SUSPENSION

A. **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency;

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(6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises (properties that are owned or controlled by the City) and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the City. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.

B. **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

C. **City Suspension for Cause.** The City may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice, or other notice from the City to pause, suspend or terminate the work.

D. **City Suspension for Convenience.** The City may direct Contractor to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Contractor not fewer than five (5) days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The

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notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

E. **Contractor's Right to Stop Work or Terminate Agreement**

1. **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide the City not fewer than seven (7) days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.

2. **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not fewer than three months; (2) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide not fewer than twenty (20) days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.

3. **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

2.20. LIQUIDATED DAMAGES

A. If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the City the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each calendar day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the City would sustain in such event. The amount of liquidated damages shall be $500.00 per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the City, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the City for non-performance.

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B. Contractor shall not be charged with liquidated damages or any excess cost when the City determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE, as described below**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

C. **BREACH OF CONTRACT DURING EMERGENCY RECOVERY PERIOD**- If Contractor breaches a contract related to emergency response for a natural emergency during the emergency recovery period, Contractor shall pay a statutory $5000 penalty per sec. 252.505, F.S. This penalty will be in addition to the actual and consequential damages suffered by the City for the breach, or the stipulated liquidated damages provided for in the contract. A breach may occur if Contractor neglects, fails, or refuses to satisfactorily complete the Work. The term "emergency recovery period" means a 1-year period that begins on the date that the Governor of Florida initially declared a state of emergency for a natural emergency.

2.21. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

A. **Progress Reports**. Contractor shall provide to the City the project schedule and update/status reports as provided in the Scope of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City's Project Manager and Contractor, and may include emails, memos, and letters.

B. **Daily Reporting.** The City may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the City. Completed forms shall be submitted to the City's Project Manager or other authorized representative by 9:00 a.m. of the following day.

C. **Progress Meetings.** The City may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the City. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.

D. **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of City-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the City may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

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2.22. NO ASSIGNMENT FOR OWNERSHIP CHANGE

The Contractor may not assign this Contract without the advance written approval of the City. For the purposes of this paragraph, assignment shall be interpreted to include any transfer of more than fifty (50%) percent of the ownership interests of the Contractor whether or not the Contractor is a sole proprietorship, partnership, corporation, limited liability company, limited partnership or any other business, organization or entity.

2.23. ASSIGNMENT FOR SUBCONTRACTS

A. Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due hereunder, without the City's prior written consent. As soon as practicable after signing this Agreement, but not fewer than seven (7) business days prior to the effective date of any subcontracts, Contractor shall notify the City's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five (5) business days, after the City receipt of said notification, the City shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither City approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the City. Contractor shall be allowed a maximum 10% markup of their subcontractor's work for oversight and management.

B. Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them and shall hold the City harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

2.24. REMEDIES FOR NON-PERFORMANCE

A. **City Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City may terminate this Agreement for cause. Alternatively, the City may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through City action or that of a third party. Delay or failure by the City to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the City's rights or remedies for any subsequent breach of this Agreement.

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B. **Contractor Correction of Deficiencies.** The City shall provide Contractor with written notice of deficiency. At the City's sole judgment and discretion, the City may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies, as provided herein.

C. **Alternative Remedies to Correct Deficiency.** If the City determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the City may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.

D. **City Technical Assistance.** The City may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the City is performing a function that Contractor is required to perform, the City may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the City shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.

2.25. ACTUAL DAMAGES

Failure to complete the Work for use within the agreed upon deadline, may cause the City to incur additional costs, or jeopardize funding for the Work or overall project. The City may seek actual damages for breach of contract. City shall not claim damages or any excess cost when the City determines that Contract's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE, as described below**. A written extension of the Completion Date constitutes a waiver of damages to the new Completion Date unless expressly provided therein to the contrary.

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2.26. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS

A. For any Work that is dependent upon conditions on-site, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the City has investigated subsurface conditions on-site, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.

B. If Contractor discovers hidden or subsurface conditions on-site that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The City shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.

2.27. WARRANTY

A. Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, plans, specifications or other documents or conditions shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any

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statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

B. In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. If applicable, upon written notification of a breach, Contractor shall promptly send the necessary personnel on-site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

2.28. USE OF COMPLETED PORTIONS OF THE WORK

The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

2.29. COMPLIANCE WITH PUBLIC RECORDS ACT

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone:	(904) 825-1007
Email:	recordsrequest@citystaug.com
Mailing Address:	City of St. Augustine Darlene Galambos, City Clerk Public Records Custodian P.O. Box 210 St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

A. Keep and maintain public records required by the City to perform the Work.
B. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

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C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
E. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
F. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
G. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

2.30. AUDIT; ACCESS TO RECORDS

Until the expiration of three (3) years after expenditure of funds hereunder, the City or its duly authorized representatives shall have access to examine any of Contractor's books and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not fewer than three (3) years. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.

2.31. CIVIL RIGHTS

Pursuant to Chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, political viewpoint, national origin, age, handicap, or marital status.

2.32. EMPLOYMENT ELIGIBILITY

Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all

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persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

2.33. DIVERSITY REPORTING

The City is committed to the opportunity for diversity consistent with Federal and Florida law, as may be amended from time to time, in its procurement activities, and encourages its prime vendors (design professionals, contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The City will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

2.34. USE OF CITY SEAL

Contractor is not authorized to use the City Seal unless separate written approval is granted by the City Commission.

2.35. RESPONSIBLE VENDOR DETERMINATION

Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

2.36. PUBLIC ENTITY CRIME

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 (including design professional) 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 F.S., for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

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2.37. EFFECT OF BANKRUPTCY

The Agreement will be deemed terminated upon the City being put on notice that the Contractor has made a general assignment for the benefit of its creditors, has had a receiver appointed because of insolvency, has filed for bankruptcy, or has a petition for involuntary bankruptcy filed against it.

2.38. HEAT PROTECTION AND REGULATIONS

Contractor must comply with all state and federal heat exposure laws.

2.39. COORDINATION WITH THE CITY AND OTHER CITY CONTRACTORS

The City may let other contracts in connection with the Work. Wherever work done by the City or another City contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the City or other City contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Scope of Work. Contractor shall perform its Work in the proper sequence in relation to that of other City Contractor, as may be directed by the City. Contractor shall afford other City Contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other City Contractors.

If any part of the Work depends for proper execution or results upon the work of other City Contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. **Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in the other Contractor's work after execution of the Work.**

2.40. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

A. This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

B. It is the City's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the City's Project Manager and communicate such questions or issues in writing when required by this Agreement. The City shall respond through its Project Manager.

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2.41. DISPUTE RESOLUTION

During the course of work

In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the Office of the City Manager, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**

Invoices

In the event the City rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the City in writing within ten (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the City Project Manager, the Project Manager
shall forward the disputed invoice and the Contractor 's written response to the City's Mayor. The matter shall then proceed as described in subsection (a), above.

2.42. RELEASE OF INFORMATION

Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior City review and written consent.

2.43. ROYALTIES AND PATENTS

Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the City. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.

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2.44. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Contractor may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include State of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special Districts, and other local public agencies or authorities. References to the City of St. Augustine in the Agreement will be replaced with the purchasing entity and the City will not be a party to any other governmental entity's agreement to purchase. Nor will the City be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

2.45. WORK ORDERS

A. The City reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The City may, at its sole discretion, request a "not to exceed" cost for any Work Order as a method of determining award. The City makes no guarantees of any amount of work to be awarded under the Agreement. The City reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.

B. Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within fourteen (14) days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the City's Project Manager or Work Order Manager and subject to the other terms of this Agreement. The Contractor must agree to the terms of the Work Order. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as Exhibit C.

C. **Type of Work Order**. When services are needed, the City and Contractor shall agree upon the type of Work Order and the specifics of the Work Order.

(i) Generally, a time and materials Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the City. Identification of the Work involved is typically concept level drawings with minimal details. The Work Order will describe the general nature of the Work, including specific deliverables, if applicable, along with the total number of hours, days, or weeks estimated for each task; the materials to be incorporated into the work, and the total authorized expenditure amount. If deliverables are specified and materials, equipment, or sub-contractors are necessary to complete the Work, the Work Order shall specify the estimated costs thereof. The City must

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approve the hiring of sub-contractors in order to ensure they are qualified to perform the Work and have been competitively procured. The Contractor is compensated for equipment and labor based upon the unit costs of this Agreement, and "Other Direct Costs" as defined in sub-paragraph (d)(iv), below. Invoices must be documented as to the number of hours worked and equipment and materials used sufficient for City audit in accordance with the unit costs of this Agreement and the Work Order. The City reserves the right to determine the means and methods of performing the Work and supplying materials.

(ii) A fixed-price Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work. The fixed price includes all applicable permits, bonds, labor, equipment, supplies, project support, overhead and materials necessary to complete the Work. It is used when the scope of work can be clearly determined, such as when detailed design drawings and/or specifications and supporting documents are available and site conditions are known. It may include a detailed schedule of values, construction schedule, and any other necessary documents.

(iii) A time and materials with not-to-exceed amount Work Order is utilized when a not-to-exceed cost is agreed upon for a time and materials Work Order. All of the terms of a time and materials Work Order apply, subject to the not-to-exceed amount. In addition, the deliverables must be described with the specificity of a fixed price Work Order.

D. **Additional Provisions Applicable to Time and Materials and Time and Materials with Not-to-Exceed Work Orders.**

(i) **Additional equipment and services**.

a. The City may issue a Work Order requiring the use of additional or specialized equipment not identified in the unit costs of the Agreement. The cost of such equipment may be identified separately and included in the specific Work Order to which it applies, or the Agreement may be amended through a Change Order with an amended cost schedule that includes such equipment. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.

b. After a Work Order is issued, the City may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the "not to exceed" amount of the Work Order, or if the additional cost exceeds $100,000.

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c. If due to an emergency, the City determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the City may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.

(ii) **Equipment substitution**. No provision hereof prohibits substitution of rented or leased equipment for unit cost equipment under the Agreement, or addition of rented or leased equipment not included in the Work Order or cost estimates, provided any such substitution or addition complies with the competitive procurement provisions of this paragraph and has been approved in advance in writing by the City. Should the Work require the use of individual equipment for longer than 30 days or 30 hours per week, the City may compare equipment weekly or monthly rental rates on the open market with the rates in the Cost Schedule and require Contractor to rent the equipment on the open market if the cost is lower than the Cost Schedule. The City will reimburse Contractor this rental cost (with allowable percentage markup in the Cost Schedule) plus the hourly rate for operator with fuel and operation and maintenance.

(iii) **Other Direct Costs.**

a. Subject to prior written City approval, the City will reimburse Contractor for materials purchased by Contractor and incorporated into the Work, non-contract equipment, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax ("Other Direct Costs"), plus the allowable percentage markup in the Cost Schedule, provided Contractor adheres to the following the competitive procedures:

- Cost is $2,500.01 - $15,000 – three documented quotes – oral, written, or on line; or a written explanation to City Purchasing Manager and approval from the City's Purchasing Manager for not receiving three quotes.
- Cost is greater than $15,000 – at least three written quotes, reviewed and approved by City procurement staff, or a written explanation to and approval from the City's Purchasing Manager for not receiving three quotes.
- Documentation of solicitations where cost exceeds $2,500 shall be submitted with the Contractor's cost estimate. If a cost exceeds $15,000, documentation shall include a complete bidders list and the request for quotes that was sent to each prospective bidder.

b. Temporary facilities and temporary use materials required for erosion control and dewatering operations may be considered as Other Direct Costs upon approval by the City.

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c. Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Cost Schedule or Work Order.

(iv) The City reserves the right to reject any proposed subcontractors.

E. **Invoicing.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:

(i) **Time and Material Work Orders:** (hourly billing for labor and/or equipment and materials):

a. Name of employee and/or type of equipment.
b. Employee position title/job classification (if applicable).
c. Hours worked and/or equipment utilized on a daily basis, as documented by Contractor's Daily Record of Hours, signed by Contractor and City staff (attached hereto as revised by the City from time to time).
d. The approved charge rate for each classification of Contractor employee and/or equipment included in Cost Schedule, Exhibit D, and/or the Work Order authorizing the Work. In the absence of an individual rate in the Cost Schedule, the Contractor employee's general classification rate may be utilized.
e. If billed for use of equipment not in the Cost Schedule, documentation of prior authorization for equipment used, including cost and estimated quantities.
f. Documentation of any required competitive procurement for equipment, subcontractors, or materials.
g. Contractor's notarized affidavit shall be provided with the first invoice for those Work Orders not requiring a Payment Bond, stating that payment of subcontractors and materialmen shall be made pursuant to Section 218.735, F.S.
h. Proof of payment of subcontractors and materialmen for which Contractor has already received payment from the City. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor's sworn affidavit that all subcontractors and materialmen for which payment has been received from the City have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the City. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the City, but also as to amounts included in the final invoice.
i. A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The City reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market

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value. In no event shall Contractor charge the City for any subcontractor's work that exceeds the approved Cost Schedule.

j. Diversity Statement (If required by law). If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.

k. Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.

ii. **Fixed Price Work Orders**:

a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Scope of Work for the Work Order.

b. Certification that the Work for which payment is requested has been completed in accordance with the Scope of Work for the Work Order, in a format approved by the City Project Manager.

c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.

d. Diversity Statement (If required by law). If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.

iii. **Time and Materials with Not-to-Exceed Work Orders**:

a. Description and certification of completion of the work as described above for Fixed Price Work Orders.

b. Hourly billing information for Time and Materials Work Orders, as described above.

c. Proof of payment of subcontractors and materialmen as described above for Time and Materials Work Orders.

2.46. CONTRACT INTERPRETATION

All parts and subparts of the Agreement should be read as consistent with, and in addition to, each other. In the event of a conflict between the terms of this Agreement and the General Conditions, the terms of the General Conditions shall prevail.

2.47. ENTIRE AGREEMENT

The terms of this Agreement supersede any and all prior or contemporaneous understandings, agreements and representations and constitute the final and complete understandings of the parties.

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3. CONSTRUCTION TERMS AND CONDITIONS

3.1. ACCESS; WORK AREA; GATES

A. **Access -** The City will provide sufficient access to accomplish Work performed on-site, including City property and CRA projects. Contractor shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the City, and shall, upon conclusion of the Work, return said roadways to City in their original condition. Land access to construction sites is restricted to the route designated by the City. Contractor is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Contractor shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the City.

B. **Work Area -** All Work shall be confined to the designated work area(s). Contractor shall obtain written approval from the City before making any adjustments.

3.2. CLEANUP; EQUIPMENT REMOVAL

Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from City property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After twenty (20) days, the City may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the City, with excess revenues paid to Contractor.

3.3. WORK INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION

A. **Standards for Quality and Workmanship -** All materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The City's intent is to obtain a high quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.

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B. **Materials and Equipment Schedules -** The City shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten (10) days after the date of contract award and before any material or equipment is purchased, Contractor shall submit to the City's Project Manager a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.

C. **Inspection -** The Work and all materials or equipment used therefor are subject to inspection by the City at all times in order to ensure compliance herewith. Upon request, Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the City. The City's Project Manager and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection. Construction contractors shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the City upon request.

D. **Re-examination of Work -** The City may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Contractor. If such Work is found to be in accordance with specifications, the City will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications, Contractor will pay such cost.

E. **Testing -** The City may require that materials be tested prior to incorporation in the Work. In some instances it may be expedient to make these tests at the source of supply. Therefore, upon request, Contractor shall furnish the City with information identifying the source of supply before incorporating material into the Work. Upon request, Contractor shall furnish two (2) copies of the manufacturer's certificate of compliance with these specifications covering manufactured items. All tests performed by a laboratory to ascertain whether the material, as placed, meets the required specification will be paid for by Contractor. This paragraph does not obligate the City to perform tests for acceptance of material or relieve Contractor of its responsibility to furnish satisfactory material.

F. If the specifications, the City's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Contractor shall give the City's Project Manager timely notice of its readiness for inspection. If inspection is by an authority other than the City's Project Manager, Contractor's Project Manager shall supply the City's Project Manager with 72 hours prior notice of such inspection. Inspections by the City's Project Manager will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior

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approval of the City's Project Manager, it shall, if required by the City, be uncovered for examination at Contractor's expense.

G. **Rejection of Work and Materials -** Contractor shall promptly notify the City of any defective material and shall not incorporate such material into the Work. The City may reject all Work and material that does not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the City. If the City deems any portion of the Work unsatisfactory, Contractor shall rework those areas so that the total Work is completed in a manner satisfactory to the City. If disputed, Contract may submit a Change Order, subject to the dispute resolution procedure.

H. **Tools, Plant, and Equipment -** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the City to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the City may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or delays, Contractor may submit a Change Order, subject to the dispute resolution procedure. Failure of the City to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.

I. **Material Substitution -** Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the City's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Contractor desires the City to consider an item for substitution, Contractor shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The City will notify Contractor in writing of its acceptance or rejection. In all cases, new material shall be used. Contractor shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution.

3.4. SAFETY

For any Work that is to be performed on premises that are owned or controlled by the City (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the

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Premises, and prevent damage to City property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

3.5. PROTECTION OF THE WORK, EQUIPMENT, AND PROPERTY

Contractor shall protect and prevent damage to all finished and unfinished portions of the Work including, but not limited to, the protection of the same from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in the Contract Consideration nor any extension of the Term.

3.6. TRENCH SAFETY

In the performance of this contract, Contractor may be requested to supply cost estimates for trench excavation to a depth exceeding five feet. Section 553.62, F.S., incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR s. 1926.650 Subpart P, as the standard. Contractor shall separately estimate the cost of compliance with those standards as required by Section 553.63, F.S. Such estimate shall be based on the linear feet of trench to be excavated and shall include written assurance of compliance with those standards and any applicable special shoring requirements.

3.7. PERMITS AND LICENSES; COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to wages, health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Scope of Work, the responsibility of the parties for obtaining permits is apportioned as follows:

A. The City shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers.

B. Contractor shall procure any permits required by the county or municipality wherein the Work is located.

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C. Contractor shall: (i) give to the proper authorities all required notices relative to the Work; (ii) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility; and (iii) furnish any bonds, security, or deposits required to permit performance of the Work; (iv) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and (v) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.

3.8. SCRUTINIZED COMPANIES

In accordance with Section 287.135, F.S., this contract may be terminated by the City if Contractor: (1) is found to have submitted a false certification stating that it is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List" or (2) is placed on either list.

3.9. OVERTIME

Contractor, with prior written approval of the City, may work overtime, weekends, or holidays at its option, without additional charge to the City for said Work. However, should the City require Contractor to work overtime under a specific Work Order, the City will pay Contractor according to the surcharge stated in the bid for the equipment operator and a rate not to exceed one hundred fifty percent (150%) of the bid rate for the construction trades workers. No additional amount will be paid for the overtime use of equipment. Should Contractor elect to work overtime without prior written authorization of the City, no additional compensation will be due or payable by the City to Contractor for overtime. Contractor may be required to submit payroll information to verify that operators are receiving overtime premium.

3.10. BONDS

Pursuant to Chapter 255.05 F.S., prior to commencing the work, the Selected Contractor shall execute and record in the public records of St. Johns County a payment and performance bond with a surety insurer authorized to do business in the State of Florida. A certified copy of the recorded bond shall be provided to the City prior to commencement of the work.

A. Payment Bond. A payment bond equal to the Total Compensation is required for fixed price contracts and fixed price Work Orders greater than $100,000; provided, however, that the bond may be reduced by the City, in its sole judgment and discretion, to that amount necessary to ensure payment of all subcontractors and materialmen. The City may require, in its sole judgment and discretion, a payment bond for fixed price contracts and Work Orders of $100,000 or less in which event the bonding requirement shall be disclosed in the Invitation for Bids or Work Order specifications.

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B. Performance Bond. A performance bond equal to one hundred twenty-five percent (125%) of the Total Compensation is required for fixed price contracts and Work Orders greater than $200,000. The City may require, in its sole judgment and discretion, a performance bond for fixed price contracts and Work Orders of $200,000 or less in which event the bonding requirement shall be disclosed in the Invitation for Bids or Work Order specifications.

C. Completed bonds shall be delivered to and accepted by the City prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be (1) either in the reproduced form provided in the Bid Documents or in a form approved by the City, and (2) written through a licensed agency that fulfills the requirements of Section 287.0935, F.S.

D. **Qualification-Management and Strength**. The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s rating and analysis web site.

E. In lieu of the bond, a Contractor may submit an alternative form of security in the form of cash, money order, certified check, cashiers check, irrevocable letter of credit, or other security acceptable to the City.

4. DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the City and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BID BOND: The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a Notice of Intent to Award the contract from the City.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Scope of Work or the Total Compensation or provide for an extension of time.

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CITY: The City of St. Augustine, its Commission, officers, agents, and employees.

CITY'S PROJECT MANAGER: The City employee designated by the City to be responsible for overall coordination, oversight, and management of the Work for the City.

COMMENCEMENT DATE: The date upon which the Work is authorized to proceed.

COMPLETION DATE: The date by which the Work is required to be completed.

CONTRACTOR: The term Contractor contemplates Consultants, Design Professional, experts, fabricators, wholesalers, retailers, or any other provider of hardware, software, services, or goods.

CONTRACTOR's PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

CONTRACTOR's SUPERINTENDENT: Contractor's representative who is present during the progress of the Work and authorized to receive and fulfill instructions from the Contractor's Project Manager or the City.

DAY: Each day shown on the calendar.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the City upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The City's Project Manager or an authorized representative of the City who is assigned to inspect the Work.

PERFORMANCE AND PAYMENT BOND: The security furnished by Contractor and surety in either the form provided or in a form approved by the City as a guarantee that Contractor will perform all of its contractual obligations in accordance with the terms of the Agreement and pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a Bid, Performance and Payment Bond, the word "principal" means the same as the word "Contractor."

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RESPONDENT: Any person who submits a Response in response to a Request for Bids, Proposal, or Qualifications. Respondent that enters into a contractual agreement with the City is the 'Contractor'.

SCOPE OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SOLICITATION: An advertised solicitation for sealed competitive Bids, Proposals, or Qualifications with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of responses, and all contractual terms and conditions.

SUBCONTRACTORS: Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

SURETY: The entity bound by a bond to be liable for Contractor's satisfactory performance of the Work and payment of all debts pertaining thereto.

TOTAL BID: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

*****SIGNATURES ON FOLLOWING PAGE*****

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year written below.

CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation

SIGNATURE

David Birchim, City Manager

FULL NAME

DATE SIGNED

ATTEST

SIGNATURE

Darlene Galambos, City Clerk

FULL NAME

STAMP

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SIGNATURE

Isabelle Lopez, City Attorney

FULL NAME

IN DEPTH, INC.

Zachary Rogers
Zachary Rogers (Sep 27, 2025 10:23:10 EDT)

SIGNATURE

Zachary Rogers

FULL NAME

09/27/2025

DATE SIGNED

9/27/25

TITLE

ATTEST

Danny Broadhurst
Danny Broadhurst (Sep 29, 2025 10:19:10 EDT)

SIGNATURE

Danny Broadhurst

FULL NAME

STAMP

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Attachments:
A - Scope of Work
B - Insurance Requirements
C - Work Order Authorization Sample
D - Cost Schedule

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EXHIBIT A
SCOPE OF WORK

Scope of Work

Each project will have a scope of work that is independent and stand alone. The scope of work shall be established at the time the City requests a pricing proposal from a Contractor. Each scope of work shall be classified in the category of *Marine services, dock repair, derelict vessel removal, and related services* for which the Contractor was qualified. No scope of work authorized under this contract shall exceed five hundred thousand dollars ($500,000) without prior written authorization by the City Manager, or his designee.

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EXHIBIT B - INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements. Any statutory change to sovereign immunity limits will automatically amend the required insurance amounts to, at a minimum, match the sovereign immunity limits.

(a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.

(b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than $1,000,000/$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.

(c) **Automobile Liability.** Minimum limits of $100,000/$300,000/$50,000.

**If applicable, the following additional coverage may be required, depending upon the nature of the Work.

(**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction**.**

(**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.

(**) **Watercraft Liability**. $300,000 for bodily injury and property damage.

(**) **Pollution/Environmental Impairment Liability Coverage**. Not less than $500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

(**) **Professional Liability**. (Per claim) $500,000 single limits.

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EXHIBIT C – SAMPLE WORK ORDER
WORK ORDER AUTHORIZATION

Contract Number:_____ **Contract Name: _____**

Work Order Number: _____ **Project Name:_____**

Encumbrance Number: _____

Work Order Amount: _____

To: _____
_____
_____
_____

From: _____, Project Manager

Work Order Manager:
Name: _____
Phone: **_____**
Email: _____

Description of Work: All work shall be accomplished in accordance with the attached Scope of Work, Exhibit "A" – Scope of Work. Invoices shall reference the Contract Number, Work Order Number and Encumbrance number; include the information required; and be submitted to the Project Manager.

Special note:_____

Commencement Date: Work is authorized to proceed on (enter date or use the following) on the date this Work Order is executed by the City. **Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Contractor and received by the City.

Completion Date: All work pursuant to this Work Order shall be completed by (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current City fiscal year, ending on September 30, 20 .

Employment Eligibility: Contractor certifies compliance with F.S. 448.095 Employment Eligibility.

_____ _____
Department Director Date

_____ _____
Contractor Date

Laura Morse
Procurement Specialist II
lmorse@citystaug.com

9th September 2025

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210
904-201-8837

RE: In Depth, Inc. Fully Loaded Rates

Ms. Morse - please find below fully-loaded pricing as requested for various activities that may be utilized for the City's future projects under Marine, Dock Repair and Derelict Vessel Removal and Related Services. Please note, all day rates in the table below are based on standard 8-hour shifts.

PRICING

Emergency Mobilization	$4,000.00
Regular Mobilization	$2,500.00
3-Man Dive Team (Inspections) Day Rate	$3 ,750.00
3- Man Dive Team (Additional hourly rate exceeding 8-hour shift)	$495.00
4-Man Dive Team (working dive)	$4,250.00
4- Man Dive Team (Additional hourly rate exceeding 8-hour shift)	$575.00
5-Man Dive Team (penetration dive)	$5,150.00
5- Man Dive Team (Additional hourly rate exceeding 8-hour shift)	$650.00
Dive Vessel Per Shift	$750.00
Hydraulic Equipment Per Shift	$525.00
Pneumatic Equipment Per Shift	$450.00
Welding / Burning equipment Per Shift	$625.00
ROV / Crawler Per Shift	$500.00
Alligator Trapper Day Rate	$950.00
Consumables As Needed	Cost + 15%

Sincerely,

Zachary Rogers
President

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City of St. Augustine, FL

25021

CONSTRUCTION AND SKILLED TRADE SERVICES

RELEASE DATE: July 2, 2025
RESPONSE DEADLINE: August 6, 2025, 2:00 pm
Please refer to the project timeline in this document for all important deadlines.

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3.3. GUARANTY

3.4. VENDOR SUBMISSIONS

4. GENERAL TERMS AND CONDITIONS

4.1. INSTRUCTIONS TO RESPONDENTS

4.2. EXECUTION OF AGREEMENT

Attachments:

A - Construction Agreement Draft

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1. INTRODUCTION

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1.1. INTRODUCTION

The City of St. Augustine ("City") requests that interested parties respond to the solicitation below by Wednesday, August 6, 2025. Further information is available through OpenGov at https://procurement.opengov.com/portal/staugustine, the City's website at www.citystaug.com , or by contacting the City of St. Augustine's Procurement Contact, Laura Morse at lmorse@citystaug.com or (904) 201-8837.

Construction and Skilled Trade Services

Request for Qualifications Number 25021

Request for Qualifications Opening: Wednesday, August 6, 2025, 2:00 pm

Please refer to the TIMELINE for location and/or teleconference information.

The City may award contracts to *multiple* respondents.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven (7) days prior to the proceeding at the address given on notice. Laura Morse, Telephone: (904) 201-8837, or 1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service.

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1.2. PROCUREMENT CONTACT

Laura Morse

(904) 201-8837

lmorse@citystaug.com

The City prefers ALL inquiries related to this solicitation to be submitted through the Question and Answer section of the Project through the Procurement Portal, no later than 5:00 pm on Tuesday, July 29, 2025.

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the interpretation or correction must be given by the Procurement Contact and must be in writing. The Procurement Contact may orally explain the City's procedures and assist Respondents in referring to any applicable provision in the Solicitation documents, but the Respondent is ultimately responsible for submitting the bid in the appropriate form and in accordance with written procedures.

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1.3. TIMELINE

Release Project Date:	July 2, 2025
Question Submission Deadline:	July 29, 2025, 5:00pm
Question Response Deadline:	August 1, 2025, 5:00pm
Response Submission Deadline:	August 6, 2025, 2:00pm
Evaluation Team Meeting:	August 19, 2025, 10:00am
Presentations/Negotiations:	August 26, 2025, 10:00am
Presentations/Negotiations:	September 3, 2025, 10:00am

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1.4. SCOPE OF WORK

1.4.1. Scope of Work

Scope of Work

Each project will have a scope of work that is independent and stand alone. The scope of work shall be established at the time the City requests a pricing proposal from a Contractor/Vendor. Each scope of work shall be classified in the category of construction for which the Contractor was qualified. No scope of work authorized under this contract shall exceed five hundred thousand dollars ($500,000) without prior written authorization by the City Manager, or his designee.

Objective

The objective is to provide services for small scale construction and trade services for the City in the categories including, but not limited to:

Small Scale Construction
Roofing
Plumbing
HVAC
Painting
Rough and Finished Carpentry
Millwork
Electrical
Masonry
Signage
Pressure Washing
Fencing
Flooring
Marine Dock Repair
Playground Inspector/Contractor

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2. EVALUATION AND AWARD

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2.1. MINIMUM QUALIFICATIONS

Respondent must use the “Qualification” forms (GENERAL AND SIMILAR PROJECTS) provided in these documents to document the minimum qualifications listed below. Failure to include these forms with the Response may be considered non-responsive.

A. Respondent must have successfully completed/perforrmed at least two (2) projects of a similar nature in the past three (3) years located in VENDOR SUBMISSIONS question #6.

B. Respondent shall include a copy of their Contractor's license located in VENDOR SUBMISSIONS question #12.

C. Respondent shall include a copy of the map location directions of the Respondent’s Management office to City Hall, i.e. map quest, google maps or similar application located in VENDOR SUBMISSIONS question #11.

Respondents are encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of its qualifications. Each section shall be evaluated separately on its own merit.

Irrespective of the minimum qualifications stated above, the City may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The City reserves the right to reject any Response if the evidence submitted by such Respondent and/or the City’s independent investigation of such Respondent fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the City within the time period specified.

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2.2. EVALUATION AND AWARD PROCEDURES

A. Responses will be evaluated by a staff Committee based upon the criteria and weighting set forth in "EVALUATION CRITERIA." The Committee's members will meet at City Hall or other location as appropriate to discuss the Responses and their individual evaluations. Each Committee member completes an evaluation form, from which the overall ranking of Responses is compiled. If it is determined that it will assist the Committee's evaluation for some or all Respondents to make an oral presentation.

B. Following the evaluation process, the City will submit the final ranking of Responses to the City Manager or City Commission for approval, except for those instances in which the authority to approve and execute the Agreement has been delegated by the City Commission to the City Manager, or designee. All Respondents will be notified in writing of the Committee's final ranking of the Responses.

C. Contract negotiations will then commence with the Respondent(s) submitting the highest-ranked response. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the next highest-ranked Respondent, and so forth.

D. The Agreement may be awarded to the Respondent(s) having the highest ranked response, which successfully concludes negotiations with the City (the "Successful Respondent"). The Agreement may be modified based on the City's acceptance of any alternatives listed in this solicitation that the City deems in its best interest.

E. The Agreement may be awarded to multiple Respondents, having the highest ranked responses, which successfully concludes negotiations with the City (the "Successful Respondent"). The Agreement may be modified based on the City's acceptance of any alternatives listed in the solicitation that the City deems in its best interest.

F. If two or more responses are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with Section 287.087, F.S., via the Drug-Free Workplace Form; or (2) or by lot.

G. The City reserves the right to award the Agreement to the next highest ranked and available Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.

H. All Respondents will be notified of the City's intent to award or decision to award the Agreement. For the purpose of filing a protest under Section 120.57(3), F.S., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

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2.3. EVALUATION CRITERIA

Responses shall include information or documentation regarding, and will be evaluated using the evaluation criteria set forth below. The evaluation rating scale is as follows:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Company background and capabilities to conduct work as presented in the Scope of Work** 1. Knowledge of subject. 2. Past performance of the company in general and proposed key project personnel on performance of contracts of this type. Not limited to past work with the City. 3. Ability to meet City needs and perform work. 4. Equipment and availability. 5. Is Respondent a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance.	0-10 Points	25 *(25% of Total)*
2.	**Qualifications and ability of company/ personnel** 1. Names and functions of personnel assigned and organizational setup. 2. Special expertise of personnel. 3. Provide resumes that specifically outline the qualifications and work histories of key personnel provided above. 4. Provide documentation of current professional registrations as required for execution of this work.	0-10 Points	25 *(25% of Total)*

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3.	**Past and/or present experience on projects of this type** 1. Provide a list of two (2) projects, for which your company has provided, or is providing,services which are similar in nature and scope to the type of services required for this project. 2. For each of the above listed projects, provide the following information: location, cost (original and final contract amount), current phase of project, original and actual (or projected) completion date, type of services provided, owner's contact person and telephone number.	0-10 Points	30 *(30% of Total)*
4.	**Volume of City work previously awarded to Respondent** Submit documentation as to the volume of work (in dollars) *awarded* by the City to firm in the past three (3) years, including contracts, work orders, and purchase orders.	0-10 Points	10 *(10% of Total)*

5.	**Location of Respondent's Management Office to City Hall, 75 King Street, St. Augustine, Florida 32084** Location of managing firm to City Hall—higher consideration will be given to firms whose Managing Firm is located nearest to City Hall. The website *maps.google.com* (using the "Shortest" route type) should be utilized to determine mileage. The City will award points as follows: > 0 but ≤ 100 miles of the project area = **10 points** > 100 but ≤ 200 miles from of the project area = **7 points** > 200 but ≤ 300 miles from of the project area = **4 points** > 300 miles from of the project area = **0 points**	0-10 Points	10 *(10% of Total)*

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3. SUBMITTAL INSTRUCTIONS AND FORMAT

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3.1. SUBMITTAL OF RESPONSES

The City prefers ALL Responses be submitted through the Procurement Portal no later than 2:00 pm on Wednesday, August 6, 2025.

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3.2. PREPARATION AND ORGANIZATION OF RESPONSE DOCUMENTS

Respondents must submit the following fully executed documents through the VENDOR QUESTIONNAIRE.

a. Proposed Sub-contractors
b. Certificate as to Corporation
c. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
d. Qualifications (General, Similar Projects)

Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of its qualifications. Each section shall be evaluated separately on its own merit.

In the event you decline to submit a Response, the City would appreciate submittal of a "No Bid" through the Procurement Portal to describe the reason for not submitting a Response. **BY SUBMITTING A RESPONSE, RESPONDENTS ACKNOWLEDGE THAT THE CITY'S STANDARD CONTRACT FORM WILL BE USED. ANY DELAYS CAUSED DUE TO RESPONDENT'S FAILURE TO ACCEPT THE TERMS OF THE STANDARD CONTRACT FORM AFTER THE SUCCESSFUL RESPONSE HAS BEEN AWARDED MAY RESULT IN REJECTION OF THE RESPONSE.**

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3.3. GUARANTY

For the purposes of this solicitation, a Letter of Intrest guaranty is not required.

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3.4. VENDOR SUBMISSIONS

1. RESPONDENT CONFIRMATION*

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Solicitation as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this Solicitation Response or in the Agreement to be entered into; that this Letter of Interest is made without connection with any other person, company, or parties submitting a Solicitation Response; and that this Letter of Interest is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the City that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the Letter of Interest opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its Letter of Interest is accepted and an Agreement negotiated with the City, Respondent shall contract with the City in the form of the attached Agreement and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement and shall furnish the required evidence of the specified insurance.

☐ Please confirm

*Response required

2. Do you intend to use Subconsultants/Subcontractors on this project? *

☐ Yes
☐ No

*Response required

When equals "Yes"

*2.1. Subconsultants / Subcontractors**

Please download the below documents, complete, and upload.

- Subconsultants-Subcontracto...

*Response required

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3. Certificate As To Corporation*

Please download the below documents, complete, and upload.

- Certificate_As_To_Corporati...

*Response required

4. Affidavit As To Non-Collusion*

Please download the below documents, complete, and upload.

- Affidavit_As_To_Non-Collusi...

*Response required

5. Qualifications - General*

Please download the below documents, complete, and upload.

- QUALIFICATIONS_-_GENERAL.pdf

*Response required

6. Qualifications - Similar Projects*

Please download the below documents, complete, and upload.

- QUALIFICATIONS_-_Similar_Pr...

*Response required

7. Please provide a list of owned or leased equipment.*

*Response required

8. Drug-Free Workplace*

The Respondent in accordance with Section 287.087, F.S., hereby certifies that Respondent satisfies the following requirements:

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

B. Notifies employees, via the statement specified in paragraph 1, above, that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

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C. Gives each employee engaged in providing the contractual services that are under bid a copy of the statement specified in paragraph 1, above.

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

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

F. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

As the person authorized to confirm this statement, I certify that this firm complies fully with the above requirements.

☐ Please confirm

*Response required

9. Certificate of Compliance with Florida Trench Safety Act*

Please download the below documents, complete, and upload.

- CERTIFICATE_OF_COMPLIANCE_W...

*Response required

10. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*

Please download the below documents, complete, and upload.

- CERTIFICATION_REGARDING_DEB...

*Response required

11. Upload map of Respondent's Management Office location to City Hall, 75 King Street, St. Augustine, Florida 32084*

*Response required

12. Please upload a copy of Respondent's Contractor license.*

*Response required

13. References*

Respondent shall provide three (3) references to their abilities as it relates to the Scope of Work, which shall include at least one of the submitted similar projects. No more than one reference shall be from the City. Respondent to include the following information per reference:

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- Agency/company
- Current contact person at agency/company
- Telephone and E-mail
- Agency/Company Address
- Name of project
- Description
- Project value
- Project manager

*Response required

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4. GENERAL TERMS AND CONDITIONS

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4.1. INSTRUCTIONS TO RESPONDENTS

4.1.1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document ("Agreement") in ATTACHMENTS. The Agreement includes these Instructions to Respondents, any addenda published by the City, the response submitted by Respondent, and all required certifications and affidavits.

4.1.2. OPENING OF THE RESPONSES

Respondents or their authorized agents are invited to attend the opening and reading of the Responses. See TIMELINE for event details.

The Florida Public Records Act, Section 119.071(1)(b), F.S., exempts sealed responses from inspection, examination, and duplication until such time as the City issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to Section 120.57(3)(a), F.S., or within thirty (30) days after the Response opening, or final replies, whichever comes first. This exemption is not waived by the public opening of the Responses.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Letter of Interest is a trade secret as defined in Section 812.081, F.S., and exempt from disclosure pursuant to Section 815.04, F.S, Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The City reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

4.1.3. NOTICES AND SERVICES THEREOF

The City will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation through the Procurement Portal. The Procurement Portal may also be accessed through the City's website at www.citystaug.com.

Notices that are posted through the Procurement Portal are deemed received at 8:00 a.m. on the next business day following the date posted. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to Section 120.57(3), F.S., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

As a courtesy to Respondents, the City may send copies of the notices of intended agency decisions via e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

4.1.4. INQUIRIES AND ADDENDA

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City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the interpretation or correction must be given by the Procurement Contact and must be in writing. The Procurement Contact may orally explain the City's procedures and assist Respondents in referring to any applicable provision in the Solicitation documents, but the Respondent is ultimately responsible for submitting the Response in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received Tuesday, July 29, 2025 by 5:00 pm. Requests may be submitted through the Procurement Portal. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted through the Procurement Portal not later Friday, August 1, 2025 by 5:00 pm.

Submission of a Response constitutes acknowledgment of receipt of all addenda. Responses will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Response, as submitted. All addenda become part of the Agreement.

4.1.5. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding ten percent (10%) of the Total Cost on the attached "Proposed Subcontractors" form. Respondent must submit with its Response a list of all known subcontractors / subconsultants who will be paid more than ten percent (10%) of the Total Cost. Acceptance of the Response does not constitute approval of the subcontractors identified with the proposal.

4.1.6. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a response must sign his/her name on same and state his/her address and the name and address of every other person interested in the response as principal. If a firm or partnership submits the response, state the name and address of each member of the firm or partnership. If a corporation submits the response, an authorized officer or agent must sign the response, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the response or in substantial performance of the Work have been identified in the response forms.

4.1.7. LOCAL BUSINESS PURCHASING

A. Policy Statement

1. The City Commission hereby adopts a Local Business Purchasing Preference Policy as set forth herein.

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B. Definitions

1. *Construction services* means all labor, services and materials provided in connection with the construction, alteration, repair, demolition, reconstruction or any other improvements to a City facility or real property.

2. *General services* means support services performed by an independent contractor requiring specialized knowledge, experience or expertise that includes, but is not limited to, pest control, janitorial services, laundry services, catering services, security services, lawn maintenance services and maintenance of equipment.

3. *Goods* means, but is not limited to, supplies, equipment, materials and printed matter.

4. *Local business* means the vendor holds a valid business tax receipt issued by the City of St. Augustine or St. Johns County issued at least one (1) year prior to solicitation submittal and uses a business address physically located within the territorial limits of St. Johns County in an area zoned for the conduct of such business, from which the vendor operates a business or performs business services on a day-to-day basis, provided that a substantial component of the goods or services being offered go to the City of St. Augustine. Firms which provide goods or services which are exempt from City of St. Augustine and St. Johns County business tax receipt requirements shall be required to submit documentation satisfactory to the City demonstrating the physical business presence of the firm within the limits of St. Johns County for at least one (1) year prior to solicitation submission. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide, prior to recommendation for award, a copy of the current and valid business tax receipt issued at least one (1) year prior to solicitation submission or copies of other documentation demonstrating the physical business presence of the vendor within the limits of St. Johns County for at least one (1) year prior to solicitation submission.

5. *Principal place of business* means the “nerve center,” the place where the respondent’s corporate officers direct, control and coordinate the activities of the bidder. If the respondent operates only one (1) business location, such business location shall be considered its Principal Place of Business.

6. *Professional services* means advice, instruction or specialized work from an individual, firm or corporation specifically qualified in a particular area. “Professional services,” for the purposes of this definition, shall not mean those services procured pursuant to Section 287.055, Florida Statutes.

C. Local Preference Procedure

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1. Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods, general services, construction services or professional services under the City's procurement policy shall give preference to local businesses in the following manner:

    a. In purchasing of, or letting of contracts for procurement of goods, materials, general services, professional services or for construction of improvements to real property or existing structures for projects estimated not to exceed $250,000, in which pricing is the major consideration, the City may give a preference to local businesses in making such purchase or awarding such contract as follows:

        i. Request for Bids:

            I. If the low responsive and responsible bidder is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses submitting a price within up to five percent (5%) of the low bid shall have an opportunity to submit a best and final bid equal to or lower than the low bid and which matches the terms and conditions of the low bid.

            II. The award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid.

            III. All best and final bids shall be received within five (5) business days following receipt of written notification of rebid opportunity by the City.

        ii. Request for Proposals:

            I. If the highest ranked, responsive and responsible Respondent is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses receiving a final ranking within up to five percent (5%) of the highest ranked Respondent shall have an opportunity to submit a best and final proposal, which meets all the requirements of the solicitation, for evaluation.

            II. The award, if any, shall be made to the responsive and responsible Respondent receiving the highest ranking.

            III. All best and final proposals shall be received within five (5) business days following receipt of written notification of resubmittal opportunity by the City.

    b. Ties in the best and final bid or proposal shall be resolved in the following order: Local Business, other business. If a tie still exists, then the tie may be broken using the tie breaker criteria in the solicitation documents.

D. Waiver

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1. The application of local preference to a particular purchase, contract or category of contracts may be waived upon written recommendation of the Director of General Services and approval of the City Manager or his/her designee.

E. Other Preferences

1. The preferences established herein in no way prohibit the right of the City of St. Augustine to compare quality of materials proposed for purchase and to compare qualifications, past performance, character, responsibility and fitness of all persons, firms or corporations submitting responses. Further, the preferences established herein in no way prohibit the City of St. Augustine from giving any other preference permitted by law instead of the preference authorized herein.

F. Exemption of Certain Contracts

1. Co-operative purchases shall be exempt unless all participants in the co-operative purchase agree to apply this local preference resolution. In addition, particular categories of contracts may be exempted from application of local preference upon determination by the City Manager that such exemption serves the best interest of the City.

4.1.8. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Response:

A. Submission of more than one Response for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;

B. Evidence of collusion among Respondents;

C. Submission of materially false information with the Response;

D. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;

E. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the City, may hinder or prevent the prompt completion of the Work if awarded to Respondent;

F. Respondent is failing to adequately perform on any existing contract with the City;

G. Respondent has defaulted on a previous contract with the City;

H. The evidence submitted by Respondent, or the City's investigation of Respondent, fails to satisfy the City that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the City and within the time period specified;

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I. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the City's objectives for the Work.

4.1.9. REJECTION OF RESPONSE

Responses must be delivered to the specified location and received before the response opening in order to be considered. Untimely responses will be returned to the Respondent unopened. Responses will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The City may consider incomplete any responses not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Response.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES AND CANCEL THIS SOLICITATION WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION, THAT IT IS NOT IN ITS BEST INTEREST TO AWARD THE AGREEMENT.

4.1.10. WITHDRAWAL OF RESPONSE

Respondent may withdraw its response if it submits such a written request to the City prior to the designated date and hour of response opening. Respondent may be permitted to withdraw its response no later than 72 hours after the bid opening for good cause, as determined by the City in its sole judgment and discretion.

4.1.11. LOBBYING

Respondents shall not contact, lobby or otherwise communicate with any City of St. Augustine employee, including any member of the City Commission, other than the above referenced individual from the point of advertisement of the solicitation until contract(s) are executed by all parties, per City of St. Augustine Procurement Policies and Procedures Manual, Section II, Page 69, "Procedures Concerning Lobbying". According to City policy, any such communication shall disqualify the vendor, contractor or consultant from responding to the subject Request for Bids, Request for Proposals, Invitation to Negotiate, or Request for Qualifications. The City reserves the right to accept or reject Responses, waive minor formalities, and to award the Response that best serves the interests of the City. The City also reserves the right to award the base bid and any alternates bids in any combination that best serves the needs of the City.

4.1.12. DIVERSITY

The City is committed to the opportunity for diversity in the award and performance of all procurement activities. The City encourages its Prime Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The City will assist Respondents by sharing information on W/MBEs to encourage their participation.

4.1.13. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

In accordance with Sections 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement 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, Subconsultants/Subcontractors, 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 Section 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

4.1.14. FLORIDA SALES TAX

The City is exempt from payment of State of Florida sales tax pursuant to Section 212.08(6), F.S. Any tangible personal property that is the subject of this Solicitation is intended to remain tangible personal property and not become part of a public work owned by the City.

4.1.15. PROTEST PROCEDURES

A. Who May File A Protest:

1. Any actual or prospective respondent who is aggrieved in connection with a solicitation, award of a solictation or contract may file a protest with the Director of General Services. Protests relating to cancellation of solicitations and protests relating to the rejection of all responses are not permitted.

B. Time for Filing:

1. If a protest is submitted by a prospective or actual respondent, it must be filed within three (3) business days after such aggrieved person knew or should have known of the facts giving rise thereto, provided the solicitation award or contract has not been approved by the City Commission, or the contract has not been fully executed if City Commission approval is not necessary. A protest is deemed filed when received by the Director of General Services.

C. Form of Protest:

1. A protest must be in writing and filed with the Director of General Services, Post Office Box 210, St. Augustine, FL 32085-0210. A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant.

D. Procedures:

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

1. Any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this solicitation, shall file a Notice of Protest within three (3) business days after receipt of this solicitation. The protester shall also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
2. No additional time shall be added for mailing. All filings shall be received by the Director of General Services at the City of St. Augustine, Post Office Box 210, St. Augustine, Florida 32085 within the prescribed time periods. The City shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.
3. Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, shall file a Notice of Protest within three (3) business days after receipt of the decision or intended decision. The protester shall also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
4. No additional time shall be added for mailing. All filings shall be addressed to and received by the Director of General Services at City Hall in St. Augustine, Florida within the prescribed time periods. Failure to file a protest within the time prescribed the protest procedures shall constitute a waiver of protest proceedings.

4.1.16. EXAMINATION OF AGREEMENT, DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the contract documents (including attachments related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its Response. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any City officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

4.2. EXECUTION OF AGREEMENT

Submittal of a response binds the Successful Respondent to perform the Work upon acceptance of the response and execution of the Agreement by the City.

Unless all responses are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the City within ten (10) days of the date of receipt, along with the following:

A. A Performance and Payment bond (if applicable);

B. A completed Internal Revenue Service Form W-9;

C. Satisfactory evidence of all required insurance coverage;

D. Proof satisfactory to the City of the authority of the person or persons executing the Agreement on behalf of Respondent;

E. All other information and documentation required by the Agreement.

The City will not execute the Agreement until the above documents have been executed and delivered to the City. The Agreement will not be binding until executed by the City. A copy of the fully executed Agreement will be mailed to the Successful Respondent. The City reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the City so elects, for the recommended award to be annulled. In such event, the City will be entitled to the full amount of the Proposal guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

CITY OF ST AUGUSTINE EST. 1565

February 20, 2026

Ricky Stayer, FCCM
St. Cloud Florida
1300 9th Street
St. Cloud, FL 34769

RE: Contract #25047 with In Depth, Inc. for Construction and Skilled Trade Services

Dear Mr. Stayer:

The City of St. Augustine approves piggybacking on the above referenced contract with In Depth, Inc. under RFQ #25021. However, please be aware that in the event of any lawsuits or disputes with In Depth, Inc., the City of St. Augustine would not agree to be called as defense.

Please feel free to contact me at my office (904) 201-8837, or via email at lmorse@citystaug.com if you have any questions.

Sincerely,

Laura Morse, NIGP-PPA
Procurement Specialist II

xc: File

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

Ricky Stayer, FCCM
Procurement Analyst

19th February 2026

City of St. Cloud
1300 9th Street
St. Cloud, FL 34769
P: 407-957-7368
www.stcloudfl.gov

RE: PIGGY BACK OF CITY OF ST. AUGUSTINE CONSTRUCTION AND SKILLED TRADE SERVICES - MARINA DOCK REPAIR (CONTRACT # 25047)

Mr. Stayer,

This letter is to inform you that In Depth, Inc. is in agreement to allow the City of St. Cloud, Florida to Piggy Back off of the existing City of St. Augustine, Florida contract for Construction and Skilled Trade Services (Contract #25047) for City Marina Dock Repairs.

In Depth, Inc. will honor the same terms, conditions, and pricing of the City of St. Augustine agreement for the same scope of services defined in the contract for the City of St. Cloud, Florida.

If you have any questions, please feel free to call at any time.

Sincerely,

Zachary Rogers
President

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-075R - Accessory Dock Replacement

Procurement Agenda Item:
Resolution No. 2026-075R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Construction and Skilled Trade Services – Marine Dock Repair with In Depth, Inc. dated March 16, 2026 for Lakefront Park Marina Floating Dock Replacement, and any amendments thereto, and providing an effective date.
COST: up to $281,207.65
This item is to approve a task authorization with In Depth, Inc. for Lakefront Park Marina Floating Dock Replacement.

Strategic Key Focus Areas:
Effective Community Safety

Background Information:
As Directed by City Council during the February 19, 2026 City Council Workshop, this project will replace the accessory floating dock. The project includes the removal and disposal of the existing 4' wide floating accessory dock segment and the purchase and installation of 100' of 6'wide floating dock and handrails. The project also includes the relocation and anchoring of the existing 75' of 6' wide floating dock to connect to the new floating dock.

Legal Authority:
Resolution No.

Budget and Recommendation:
Budgeted $281,207.65
PR2503 Dock Repairs
300-9595-572-34-00
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:

06/11/2026 - Final Action

Attachments:

1. Resolution No. 2026-075R
2. In Depth Inc. - PROPOSAL_City of St. Cloud Marina Floating Dock Replacement_R3

RESOLUTION NO. 2026-075R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TASK AUTHORIZATION TO THE CONTRACT AND AGREEMENT FOR CONSTRUCTION AND SKILLED TRADE SERVICES – MARINE DOCK REPAIR WITH IN DEPTH, INC. DATED MARCH 16, 2026, FOR LAKEFRONT PARK MARINA FLOATING DOCK REPLACEMENT, AND ANY AMENDMENTS THERETO, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a contract and agreement for Construction and Skilled Trade Services – Marine Dock Repair with In Depth, Inc., dated March 16, 2026, and

WHEREAS, the City is in need of dock repair services for Lakefront Marine Park Marina Floating Dock Replacement, and

WHEREAS, In Depth, Inc., has submitted a proposal for the tasks.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The City Manager is authorized and is directed, where appropriate, to enter into a task authorization to that certain agreement dated March 16, 2026, as approved by the City Attorney, and any amendments thereto, between the City of St. Cloud and In Depth, Inc.

SECTION II. The City Manager is authorized and is directed, where appropriate, to issue a purchase order or "confirmation letter" to said provider.

SECTION III. The City Manager is specifically authorized to withhold the purchase order or "confirmation letter" upon determination of any matter or factor, hereafter coming to her attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

SECTION IV. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 11th day of June 2026.

CITY OF ST. CLOUD

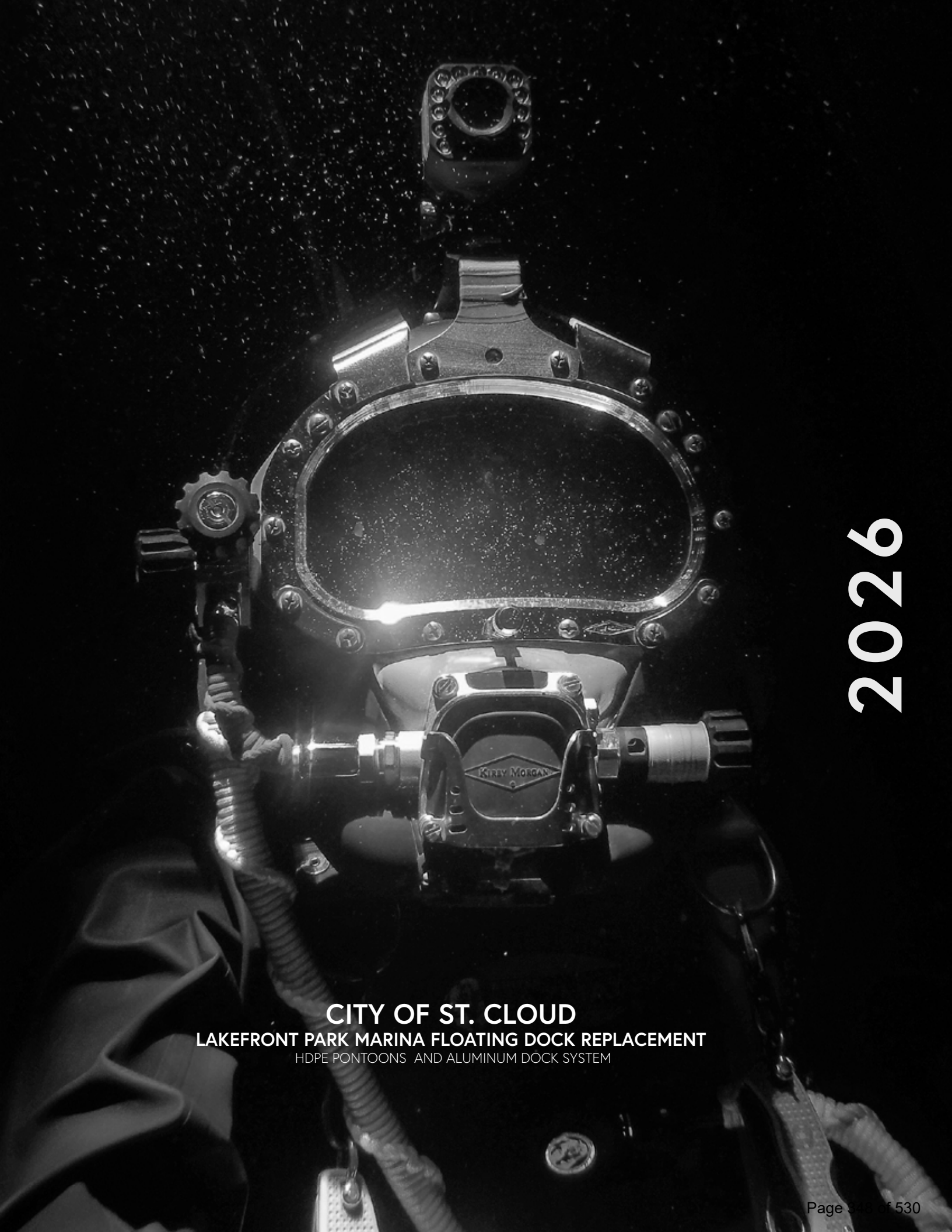
_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris, & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

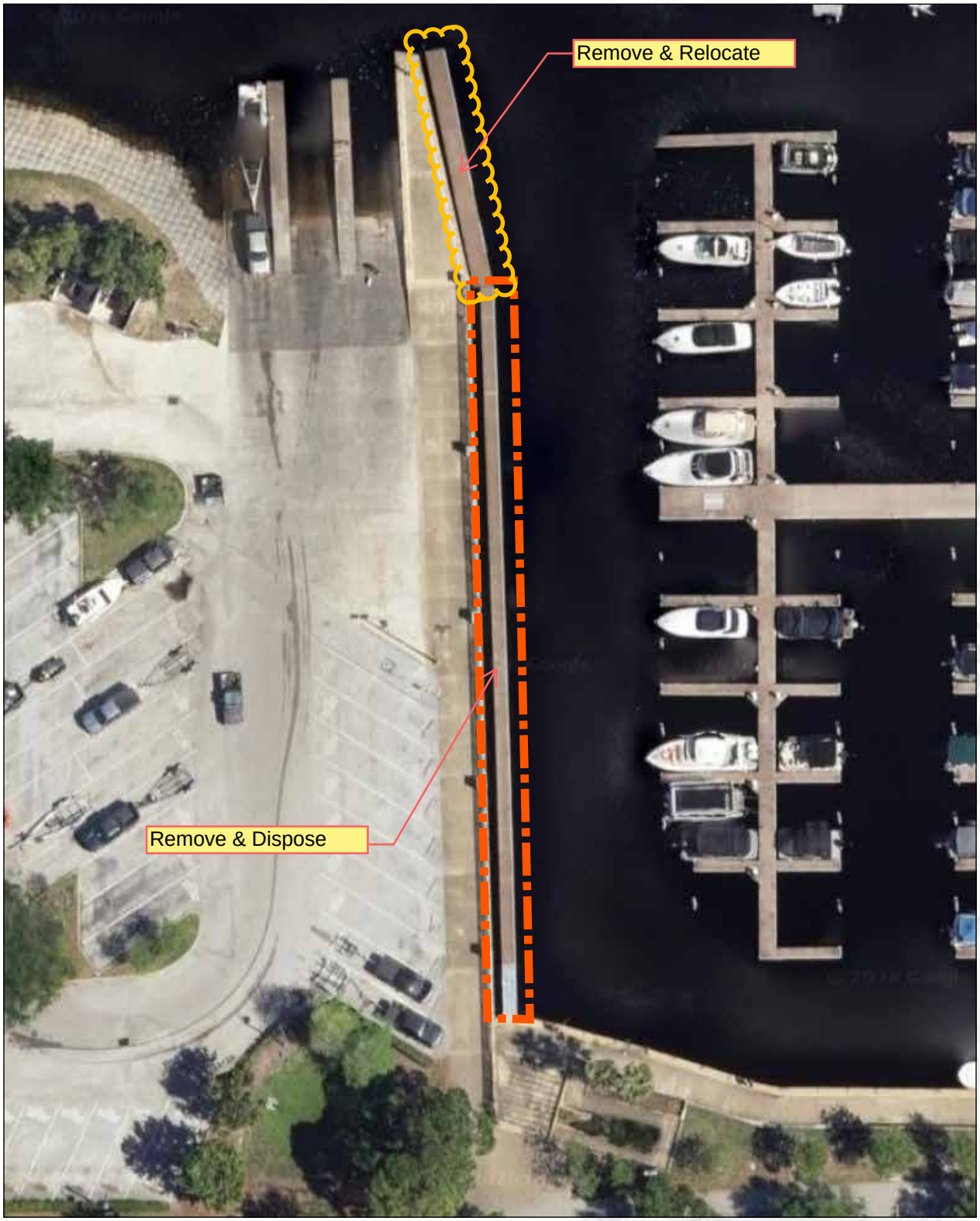


2026

CITY OF ST. CLOUD

LAKEFRONT PARK MARINA FLOATING DOCK REPLACEMENT

HDPE PONTOONS AND ALUMINUM DOCK SYSTEM


Remove & Relocate
Remove & Dispose

Scott Davidoss
Deputy Director of Construction Projects

City of St. Cloud
1300 9th Street
St. Cloud, FL 34769
P: 407-957-8406

RE: Lakefront Park Marina Floating Dock Replacement HDPE Pontoons

Dear Mr. Davidoff,

In Depth, Inc. appreciates the opportunity to provide pricing for the replacement of the Lakefront Park Marina floating dock.

On the following pages, you will find pricing for the replacement of the existing dock system. This quote includes the removal, disposal, and replacement of all components—including the mooring anchoring system—but exclude the existing aluminum gangway.

The High Density Polyethelene (HDPE) pontoon & dock components are built and fabricated by *Gator Docks* out of Sanford, FL.

HDPE PONTOONS

Installation of HDPE Pontoons And Aluminum Dock System **(100 ft long replacement)** in addition to the removal, relocation, and re-anchoring of the existing 6-foot wide **(75-foot) dock section**

HANDRAIL SYSTEMS

Installation of 42" aluminum pipe guiderail, Index 515-070 side-mount brackets with sleeves for rail posts **(Side Mount)**

NOTES

- Due to lack of As-builts or an engineering survey/analysis of the infrastructure and site location, this quote is a rough cost estimate only. We believe these options are fairly accurate price wise and cover most deliverables to respond to the City's request.
- Any additional consumables and materials not listed: Cost + 15%
- In Depth Inc. will attempt to utilize the existing anchor system whenever possible. If the existing anchors cannot be used for any reason, a new anchoring system will be installed based on the manufacturer's recommendations.
- Permits and licenses. (In Depth, Inc. will manage the permit exemption process with appropriate agencies if requested by the City. In the event a new permit filing application is required, In Depth Inc. can facilitate this process for an additional administrative hourly fee).

Sincerely,

Zachary Rogers
President

In Depth, Inc.
1472 Old Haw Creek Rd., Bunnell FL 32110
386.202.2711

6/3/26

OPTION 1 HDPE PONTOONS AND ALUMINUM DOCK SYSTEM **(100 ft long replacement)** in addition to the removal, relocation, and re-anchoring of the existing 6-foot wide **(75-foot) dock section.**
Remove and dispose of the 210' existing floating dock system. Replace with a NEW 100 ft section 6 ft in width, 6'x100' Poly Tub Float Dock, 5/4x6 Lumberock decking,and reuse the existing gangway. (Full float system) Includes shop drawings.
Pricing includes shipping, delivery, and off-loading of all materials.

TIMELINE

- Mobilization: **1 Shifts**
- Existing Dock Demolition, Removal, & Disposal: **4-5 Shifts**
- Floating Dock Replacement Installation: **6-8 Shifts**
- Anchor System Installation: **4-6 Shifts**
- Demobilization: **1 Shifts**

TOTAL SHIFTS: 16 - 23

DESCRIPTION	QTY	RATE	TOTAL
Mobilization/Demobilization	2	$2,500.00	$5,000.00
4-Man Dive team (Day Rate)	19	$4,250.00	$80,750.00
PDF Report/UW Video	1	$600.00	$600.00
SUPPLEMENTAL RATES / EQUIPMENT:			
Dive Vessel	12	$750.00	$9,000.00
Hydraulic Equipment	12	$525.00	$6,300.00
Pneumatic Equipment	12	$450.00	$5,400.00
APPROXIMATE* LABOR & EQUIPMENT TOTAL			$107,050.00

* See NOTES on Page 3

DOCK & MOORING SYSTEM MATERIALS	Estimated $
6'x100' Poly Tub Float Dock, 5/4x6 Lumberock decking 2x8 PT Fender w/ P-Bumper Alum. Bolt-on Cleats, 42" Combination rail Dock-to-dock Bolted Connection (30 psf LL, ~18+/-" DL Freeboard) 10' Single DockMaster System w/ Limit line and thimble 18mm Geosquare Polyester Rope (1,442ft Reel) Freight / handling and delivery of all materials *If the existing bottom anchoring systems are suitably positioned and reusable for the new replacement floating dock system, a credit of $450.00 per anchor location will be issued.	$159,802.65
HANDRAIL SYSTEMS - (Side Mount) 42" aluminum pipe guiderail one sided:	$8,855.00
ENGINEER SERVICES - stamped and sealed drawings	$5,500.00

ESTIMATE TOTAL: **$281,207.65**

GATORDOCK™ FLOATING DOCK STYLES

POLY-TUB FLOAT

GatorDock™ Poly-Tub Dock Systems have been perfected through decades of experience to provide a long lasting, low maintenance and cost effective docking system for moderate traffic. Our polystyrene floats are the toughest available in the industry, and with dozens of sizes in stock, your aluminum floating dock can be easily customized to accommodate multiple anchoring types, decking styles and accessories.

PONTOON FLOAT

Through decades of research and development to perfect our products, we invented, patented and are the only company to produce this all-aluminum pontoon floating dock. We optimized this product line for superior quality and performance in high-traffic boat launch conditions. The durability and flexibility inherent in the aluminum pontoon framing combined with injected polyurethane foam creates a floating dock system that can handle repetitive, harsh boater abuse in extreme tidal conditions.

FULL FLOAT

The rugged fully encased aluminum float frame and solid polyurethane foam core of the GatorDock™ Full Float dock is designed to meet the challenging criteria of the most demanding projects in the marine industry. The fully welded integrated deck and float frames provide 100% flotation coverage for unmatched stability and durability . From commercial ferry docks with expansive fetch in exposed coastal waterways to major theme park docking park docking and landing facilities, the GatorDock™ Full Float has proven its performance in the heaviest loading conditions and the harshest environments. No other floating dock system in the world out-performs the GatorDock™ Full Float system.

CMI

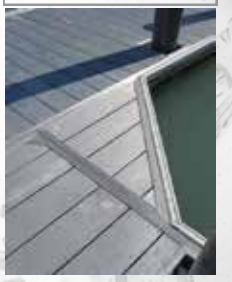
GatorDock
Marine Access Solutions

GATORDOCK™ ACCESSORIES

HEADER KITS

FENDERING

KNEE BRACING



BUMPERS

P Bumper

D Bumper

Corner Bumper

CLEATS

Standard Bolted
Or Welded

AlMag S Bolted

316SS Bolted

PILE GUIDES

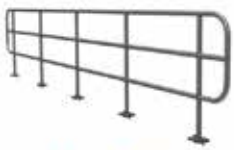
External Standard

External 4-Roller

Internal 4-Roller

RAILING

2-line Rail



3-line Rail

Bullet Rail

Picket Rail

Custom Rail

ADA Add-On Rail

GatorDock
Marine Access Solutions

Docusign Envelope ID: 18772379-5829-476F-958C-1269B5294D41

EXHIBIT D

Laura Morse
Procurement Specialist II
lmorse@citystaug.com

9th September 2025

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210
904-201-8837

RE: In Depth, Inc. Fully Loaded Rates

Ms. Morse - please find below fully-loaded pricing as requested for various activities that may be utilized for the City's future projects under Marine, Dock Repair and Derelict Vessel Removal and Related Services. Please note, all day rates in the table below are based on standard 8-hour shifts.

PRICING

Emergency Mobilization	$4,000.00
Regular Mobilization	$2,500.00
3-Man Dive Team (Inspections) Day Rate	$3 ,750.00
3- Man Dive Team (Additional hourly rate exceeding 8-hour shift)	$495.00
4-Man Dive Team (working dive)	$4,250.00
4- Man Dive Team (Additional hourly rate exceeding 8-hour shift)	$575.00
5-Man Dive Team (penetration dive)	$5,150.00
5- Man Dive Team (Additional hourly rate exceeding 8-hour shift)	$650.00
Dive Vessel Per Shift	$750.00
Hydraulic Equipment Per Shift	$525.00
Pneumatic Equipment Per Shift	$450.00
Welding / Burning equipment Per Shift	$625.00
ROV / Crawler Per Shift	$500.00
Alligator Trapper Day Rate	$950.00
Consumables As Needed	Cost + 15%

Sincerely,

Zachary Rogers
President

TERMS

Any overtime or adjustments to this proposal based on additional work or unforeseen delays will be based on In Depth, Inc. standard daily dive, personnel and equipment rates.
Work hours in excess of those noted in this proposal will be billed at an additional rate of $655 per hour based on a standard 3-man team. Additional personnel cost based on standard daily rates, $125 per hour each.

Note: The Dive Supervisor will keep a daily log of evolutions onsite and dive logs for company documentation purposes as per regulations. Any reports for the client for this project can be compiled and delivered to the client if requested for distribution.

Payment terms: 1% Ten Days, Net 30 Days. 1.5% interest will be charged on all accounts past 30 days. Payment due on completion of In Depth's services onsite - regardless of when the prime contractor gets paid by the project owner.

NOTE
In Depth Inc. shall not be held liable for any such fees incurred as a result of payments made by credit card or other forms of electronic payment. The total amount due for services or products rendered does not include any processing fees charged by third-party providers, and such fees may be added to the Client's total invoice amount or deducted from the payment received

This contract is based on a unit price which includes fees as stated above for time and mobilization to and from the project site, setup and breakdown of equipment, preparation for dive and diving services as requested.

Diving services will include any and all services listed in the category "Scope of Work". Depending on visibility and conditions onsite, video (if required) may be captured by the Dive Supervisor and will be uploaded and distributed via drop box or other approved electronic distribution medium.

- All field personnel employed by In Depth Inc. are certified ADCI Commercial Divers.
- In Depth Inc. is fully bondable and insured.
- In Depth Inc reserves the right to hire subcontractors at their discretion in the effort to fulfill any services within the scope of work.
- Schedule dates (if listed) are tentative and are subject to change.
- If In Depth Inc. dive team is required to stop working or is delayed working due to unforeseen circumstances or any reasons beyond our control (i.e. inability to access designated work site, client/stakehold-er issues, etc.) a down-time charge of $750.00 per hour will be charged.
- In Depth Inc. makes every attempt to obtain complete information from customers prior to the presentation of bids concerning fees required for municipal licenses, registration fees, Sales Tax or Use Taxes in your area. These items nay be identified on your contract. In the event that additional fees are discovered or charged, after the bid has been submitted, these charges will be added to the stated contract amount when billed.
- Provision for Other Agencies - Unless otherwise stipulated by In Depth Inc, In Depth Inc., agrees to make available to all Government agencies, departments, and municipalities the quoted prices submitted in accordance with said maintenance contract terms and conditions therein, should any said governmen-tal entity desire to buy under this proposal. Eligible Users shall mean all state agencies, legislative and judicial branches, political subdivisions (counties, district school boards, colleges, municipalities, or other public agencies or authorities,) which may desire to purchase under the terms and conditions of the contract.
- The client binding this contract shall not be liable for the obligations of another agency which uses this maintenance

Signed:

Date:

Zachary Rogers
President
386.202.2711

In Depth, Inc.
1472 Old Haw Creek Rd., Bunnell FL 32110

Signed:

Date:

Scott Davidoss
Deputy Director of Construction Projects

City of St. Cloud
1300 9th Street
St. Cloud, FL 34769

indepthservicesinc.com

MARINE CONSTRUCTION • DIVING • ENVIRONMENTAL REMEDIATION • INSPECTIONS • ROV & DRONE SERVICES • CULVERT INSPECTIONS • SEDIMENT & DEBRIS REMOVAL • TANK CLEANING & REPAIRS • BRIDGE & SEAWALL REHABILITATION • PILE REPLACEMENTS & DOCK & BULKHEAD REPAIRS • DREDGING • SITE CLEARING • HURRICANE RESPONSE • EMERGENCY MANAGEMENT • UNDERWATER WELDING & BURNING • MARINE SALVAGE & WRECK REMOVAL • SEARCH & RESCUE • PUMP INSPECTIONS & REPLACEMENT • UTILITY DISTRICTS • THEME PARKS • CHEMICAL PLANTS • SANITARY DISTRICTS • PORTS & HARBORS

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda 16 Nolte Lot 5, Project #PSP25-00011

Community Development Agenda Item:
Request City Council's approval of a Preliminary Subdivision Plan for 16 Nolte Lot 5, Project #PSP25-00011.
COST: No cost associated with this item.
This item is to approve the Preliminary Subdivision Plan for 16 Nolte Lot 5, which established three commercial development tracks on approximately +/- 2.34 acres of land, generally located north of Nolte Road, east of Kyrst Run, south of Harpdyn Lane, and west of Wyxon Way.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
The subject property is generally located north of Nolte Road, east of Kyrst Run, south of Harpdyn Lane, and west of Wyxon Way. 16 Nolte Lot 5 consists of approximately +/- 2.34 acres of land with a Future Land Use designation of Commercial and a Highway Business "HB" zoning district.

The subject property is part of the 16 Nolte Commercial Subdivision (SUB23-00011), which was approved on 9/11/2023. The applicant is requesting to subdivide Lot 5 of this subdivision into three parcels. Pursuant to Section 2.4.2 of the Land Development Code, the subdivision process is required when a parcel of land is being divided into two or more parcels.

The Preliminary Subdivision Plan consists of three (3) commercial tracts. All proposed lots are in compliance with the Highway Business "HB" zoning district standards and are consistent with the Preliminary Subdivision Plan standards set forth within the Land Development Code.

Legal Authority:
Per Land Development Code Section 2.4.4.G – City Council Review, at its regularly scheduled meeting, the City Council shall review the Preliminary Subdivision Plan. Based on the information generated and the comments made during the development review, the City Council shall approve, disapprove or approve subject to stated conditions. Approval of the Preliminary Subdivision Plan shall authorize review for approval of the Subdivision Construction Plans by the Development Review Committee as outlined in section 2.4.5. and 2.4.6

Budget and Recommendation:
There is no cost associated with this item.

Staff reviewed this Preliminary Subdivision Plan on or before May 21, 2026 and recommends **APPROVAL** of the 16 Nolte Lot 5 Preliminary Subdivision Plan (PSP25-00011).

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
6/11/26 - Final Action

Attachments:
1. 1. PSP25-00011 16 Nolte Lot 5 Staff Report CC
2. 2. PSP25-00011 16 Nolte Lot 5 School Capacity Report
3. 3. PSP25-00011 16 Nolte Lot 5 Plans

City Council Staff Report
Meeting Date: June 11, 2026

DRC Case No. /Ord. No.
PSP25-00011

Type of Application
Preliminary Subdivision Plan

Case Name
16 Nolte Lot 5

Applicant/Agent
Santos Medina III

Owner(s)
CVP-Nolte FL, LLC

Address/Location
North of Nolte Road, East of Kryst Run, West of Wyxon Way, and South of Harpdyn Lane

Parcel ID No.
14-26-30-0599-0001-0050

Total Land Area
+/- 2.34 acres

Project Planner
Zhaokai Liu
Principal Planner

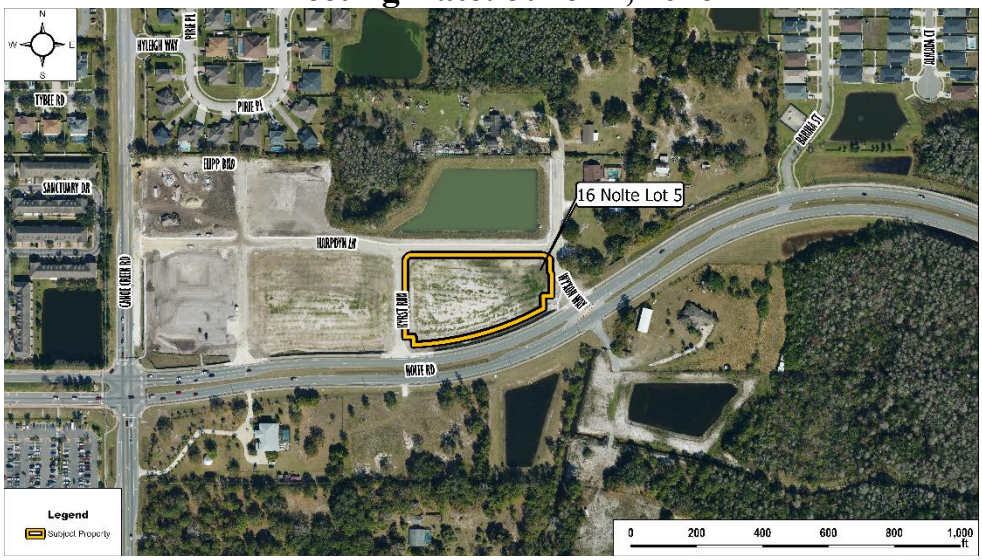


Figure 1 – Aerial Map

Request

The applicant is requesting approval of a Preliminary Subdivision Plan (PSP) establishing three (3) commercial tracts on approximately +/- 2.34 acres of land known as 16 Nolte Lot 5. The subject property is shown in **Figure 1** above.

Background

The subject property is generally located north of Nolte Road, east of Kyrst Run, south of Harpdyn Lane, and west of Wyxon Way. 16 Nolte Lot 5 consists of approximately +/- 2.34 acres of land with a Future Land Use designation of Commercial and a Highway Business "HB" zoning district.

The subject property is part of the 16 Nolte Commercial Subdivision (SUB23-00011), which was approved on 9/11/2023. The applicant is requesting to subdivide Lot 5 of this subdivision into three parcels. Pursuant to Section 2.4.2 of the Land Development Code, the subdivision process is required when a parcel of land is being divided into two or more parcels.

The Preliminary Subdivision Plan consists of three (3) commercial tracts. All proposed lots are in compliance with the Highway Business "HB" zoning district standards and are consistent with the Preliminary Subdivision Plan standards set forth within the Land Development Code.

Consistency With Strategic Plan Goals

The proposed Preliminary Subdivision Plan meets the intent of the following City of St. Cloud Strategic Goals:

- ***High-Performing Government:*** *Focus on the continuity and sustainability of core public services*.

Staff Recommendation

Staff reviewed this Preliminary Subdivision Plan on or before May 21, 2026 and recommends **APPROVAL** of the 16 Nolte Lot 5 Preliminary Subdivision Plan (PSP25-00011).

City Council Requested Action

Per Land Development Code Section 2.4.4.G – City Council Review, at its regularly scheduled meeting, the City Council shall review the Preliminary Subdivision Plan. Based on the information generated and the comments made during the development review, the City Council shall approve, disapprove or approve subject to stated conditions. Approval of the Preliminary Subdivision Plan shall authorize review for approval of the Subdivision Construction Plans by the Development Review Committee as outlined in section 2.4.5.

Attachments

- Osceola County School Capacity Report
- 16 Nolte Lot 5 Preliminary Subdivision Plans

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
PLANNING SERVICES DEPARTMENT
SCHOOL CAPACITY REPORT

SDOC#: 2021/22-0166

DRC#: PSP25-00011

Current FLU: COMM
Requested FLU: N/A

PROJECT NAME: 16 Nolte Lot 5

Current Zoning: HB
Requested Zoning: N/A

PROJECT LOCATION: 1970 Nolte Dr., St. Cloud, 34772

COMMENTS DUE DATE: 2.3.26

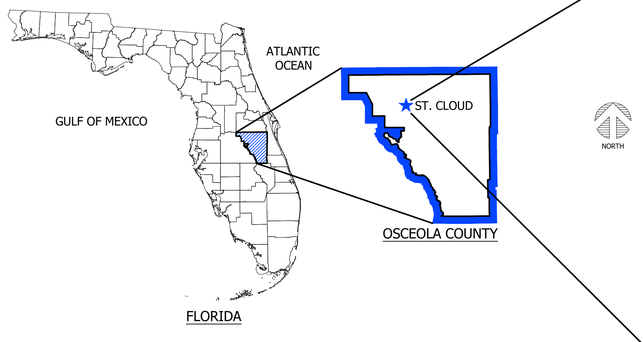
PID: 14-26-30-4950-0001-0550 / 0570

This PSP application for commercial development has no impact on public school capacity.

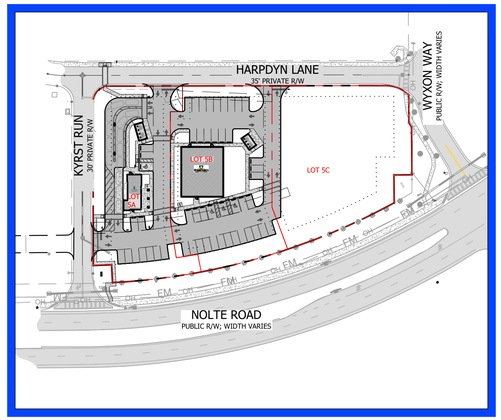
16 NOLTE LOT 5

PRELIMINARY SUBDIVISION PLANS

LOCATION
Section 14, Township 26 S, Range 30 E
OSCEOLA COUNTY, FLORIDA



VICINITY MAP
SCALE: 1:2000



LOCATION MAP
SCALE: 1:100

SHEET INDEX			
#	SHEET TITLE	REV #	REV DATE
C100	COVER	1	03/20/2026
C101	NOTES & SPECIFICATIONS	--	--
C200	SWPP & DEMOLITION PLAN	1	03/20/2026
C300	SITE PLAN	1	03/20/2026
C301	LOT SPLIT PLAN	1	03/20/2026
C302	TRUCK PATH EXHIBIT	1	03/20/2026
C400	GRADING & DRAINAGE PLAN	1	03/20/2026
C500	UTILITY PLAN	1	03/20/2026
C600	CROSS SECTIONS	1	03/20/2026
C701	SITE DETAILS	--	--
C801	UTILITY DETAILS	--	--
C802	UTILITY DETAILS	--	--
LA 1	LANDSCAPE PLAN	--	--
1 of 1	ALTA NSPS LAND TITLE SURVEY	--	--

REVISION HISTORY

No.	DATE	DESCRIPTION
1	03/20/2026	REVISED PER CITY PSP RAI 1

SUBMITTAL HISTORY

No.	DATE	DESCRIPTION
1	12/04/2025	INITIAL SUBMITTAL TO CITY OF ST CLOUD FOR PRELIMINARY SUBDIVISION PLANS
2	03/20/2026	RESUBMITTAL TO CITY PSP

DESIGN TEAM

CIVIL : SLOAN ENGINEERING GROUP
MICHAEL FLORA, P.E.
150 S. WOODLAWN AVE, BARTOW, FL 33830
863-800-3046
MFLORA@SLOANEG.COM

SURVEY : BASEPOINT SURVEYING, INV
ROBBY LAZENBY, P.S.M.
150 S. WOODLAWN AVE, BARTOW, FL 33830
863-537-7413
RLAZENBY@BASEPOINTSURVEYING.COM

LANDSCAPE : CLOUSER DESIGNS
CHAD CLOUSER, L.A.
PO BOX 3164, LAKE PLACID, FL 33862
863-464-0210
CHAD@HEARTLANDDESIGNS.BIZ

LEGAL DESCRIPTION:

LOT 5, 16 NOLTE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 36, PAGE(S) 16-18 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA

PREPARED FOR

COLE VALLEY PARTNERS
2188 SW PARK PLACE, SUITE 100
PORTLAND, OR 97205

PREPARED BY

SLOAN Engineering Group

150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830 PHONE: (863) 800-3046 FAX: (863) 800-1159
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

UTILITY SERVICE PROVIDERS:

CENTRAL FLORIDA GAS
FLORIDA PUBLIC UTILITIES
1705 7TH ST SW
WINTER HAVEN, FL 33880
863-224-3789

GIGAPOWER, LLC
HOWARD LAUDERMILK
3005 MONROE SIDING RD
XENIA, OH 45385
937-546-0840

CENTURYLINK
BILL MCCLOUD
1325 BLAIRSTONE RD RM 113
TALLAHASSEE, FL 32301
850-815-3144

ORLANDO UTILITIES COMMISSION
CHRISTOPHER TAYLOR
6003 PERSHING AVE
ORLANDO, FL 32822
321-436-6219

TOHO WATER AUTHORITY - ZONE 1, 2, 3, 4
PETER S. BROWN
951 MLK JR BLVD
KISSIMMEE, FL 34741
407-944-5042

811 Know what's below. Call before you dig.

REVISION BLOCK

NO.	DATE	DESCRIPTION
1	03/20/2026	REVISED PER CITY PSP RAI 1

MICHAEL O. FLORA, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 79415
03/20/2026
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY. ITEMS OR PAGES NOT BEARING THE ORIGINAL SIGNATURE AND SEAL OF THE ENGINEER SHALL BE CONSIDERED UNOFFICIAL AND NOT VALID FOR CONSTRUCTION PURPOSES.
NOT VALID UNLESS DIGITALLY SIGNED AND SEALED

DESIGNED BY:	DRAWN BY:	CHECKED BY:
MF	IV	AM

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
REGISTRY # 26247

CLIENT: COLE VALLEY PARTNERS
PROJECT: 16 NOLTE LOT 5
2040 NOLTE ROAD, ST. CLOUD, 34772
COVER

PROJECT NO.	SHEET
3005	C100

\\Sloan-FS1\Orange\Engineering\3005-Cole Valley Partners-Nolte Road-St. Cloud\cad\3005-Base.dwg, Cover, 3/17/2026 11:39:03 AM, mflora, DWG To PDF.pc3, 1:1

ASBUILT/RECORD DRAWING NOTES FOR CONTRACTOR

ALL ASBUILT/RECORD DRAWING INFORMATION SHALL BE PROVIDED FROM A LICENSED PROFESSIONAL LAND SURVEYOR IN BOTH HARD COPY SIGNED & SEALED PRINTS AND DIGITAL FORMAT. ALL DATA SHALL BE ON THE SAME BENCHMARK AS THE DESIGN PLANS AND IN THE STATE PLANE COORDINATE SYSTEM. DIGITAL COPIES OF THE CONSTRUCTION PLANS WILL BE PROVIDED FOR A BASIS OF THE ASBUILT/RECORD DRAWINGS. THE FOLLOWING IS A LIST OF ITEMS TO BE PROVIDED TO THE ENGINEER FOR REVIEW BEFORE FINAL CERTIFICATIONS CAN BE ISSUED. THIS LIST, WHILE EXHAUSTIVE, IS NOT MEANT TO BE ALL-INCLUSIVE. PLEASE USE IT AS A GUIDELINE FOR MINIMUM STANDARDS. ALL DATA PROVIDED SHALL ALSO MEET MINIMUM STANDARDS OF THE UTILITY COMPANY, WATER MANAGEMENT DISTRICT, AND LOCAL GOVERNMENT AS APPLICABLE.

GENERAL:

1. AUTOCAD POINTS WITH DESCRIPTIONS TO BE PROVIDED ON A LOGICAL LAYERING SYSTEM.
2. ALL ITEMS IDENTIFIED ON THE SITE PLAN SHOULD BE SHOWN ON THE ASBUILT/RECORD DRAWING UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THIS INCLUDES ITEMS SUCH AS LIGHT POLES, BIKE RACKS, CURBING, SIDEWALKS, FENCING, UTILITY PADS, ETC.
3. VERTICAL AND HORIZONTAL SEPARATION BETWEEN MAINS SHALL BE DIMENSIONED ON THE ASBUILT/RECORD DRAWING. AT A MINIMUM, SEPARATION DIMENSIONS SHALL BE ADDED IN LOCATIONS WHERE IDENTIFIED ON THE CONSTRUCTION PLANS TO SHOW THE ITEMS WERE CONSTRUCTED PER APPLICABLE STANDARDS.
4. ANY CONFLICT SEPARATIONS LESS THAN THOSE ALLOWABLE ARE TO BE SPECIFICALLY NOTED AND DIMENSIONED.

UTILITIES:

1. SHOW HORIZONTAL AND VERTICAL LOCATION OF ALL UNDERGROUND AND ABOVE GROUND POTABLE WATER, RECLAIM WATER, AND WASTEWATER PIPING AND RELATED APPURTENANCES. THIS INCLUDES BENDS, VALVES, HYDRANTS, BLOW-OFFS, MANHOLES, CLEANOUTS, SERVICES, ETC AS SHOWN ON THE CONSTRUCTION PLANS.
2. IDENTIFY INSTALLED STRUCTURES, PIPE MATERIAL, SIZE, AND SLOPE (IF GRAVITY PIPE). ASBUILT DATA SHOULD BE PROVIDED ADJACENT TO DESIGN DATA AND IN THE SAME FORMAT AS THE DESIGN.
3. TOP OF PRESSURE PIPE TO BE SHOWN AT INTERVALS NOT TO EXCEED 100 FEET.
4. ASBUILT/RECORD DRAWING LIFT STATION DATA TO BE PROVIDED AT ALL ELEVATIONS AND DIMENSIONS SHOWN ON THE DESIGN PLANS.
5. LABEL SAMPLE POINT LOCATIONS.
6. ALL VERTICAL CONFLICTS BETWEEN UTILITIES OF DIFFERENT TYPES SHALL BE SHOWN.

DRAINAGE & GRADING:

1. CONTROL STRUCTURE DATA INCLUDING ELEVATIONS, DIMENSIONS, AND PIPE SIZE/INVERT SHOWN ON THE CONTROL STRUCTURE DETAIL.
2. POND AND SWALE TOP AND TOE OF SLOPE ELEVATIONS AT INTERVALS NOT TO EXCEED 100 FEET OR CHANGE IN DIRECTION. VISIBLY LOW OR HIGH AREAS SHOULD ALSO BE DETAILED. SUFFICIENT SPOT GRADES SHOULD BE PROVIDED SO THAT THE POND OR SWALE CAN BE RECREATED DIGITALLY AS IT IS CONSTRUCTED FOR THE ENGINEER TO DETERMINE COMPLIANCE WITH THE DESIGN.
3. DRAINAGE STRUCTURE AND PIPE ASBUILT DATA SHOULD BE PROVIDED ADJACENT TO DESIGN DATA AND IN THE SAME FORMAT AS THE DESIGN.
4. SUFFICIENT LOT GRADES TO DEMONSTRATE LOTS DRAIN IN ACCORDANCE WITH THE DESIGN. MINIMUM SPOT GRADE AT EACH LOT CORNER FOR TYPE A OR TYPE C LOTS AND AN ADDITIONAL MID-LOT LINE GRADE FOR TYPE B LOTS. ASBUILT PAD GRADING IS NOT REQUIRED FOR RESIDENTIAL DEVELOPMENTS UNLESS DESIRED BY THE OWNER.
5. SUFFICIENT PAVEMENT GRADES, TYPICALLY AT INTERVALS NOT TO EXCEED 100 FEET OR CHANGE IN DIRECTION OR SLOPE.

LAND DEVELOPMENT STANDARD NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF AHJ LAND DEVELOPMENT CODE AND UTILITIES CODE, AS APPLICABLE.
2. CHANGES FROM PLANS OR SPECIFICATIONS SUBSTANTIALLY AFFECTING CONFORMANCE TO STANDARDS OR PERFORMANCE OF SYSTEMS MUST BE SUBMITTED IN A WRITTEN REQUEST BY THE ENGINEER OF RECORD AND RECEIVE WRITTEN APPROVAL BY THE AJH ENGINEER PRIOR TO THE IMPLEMENTATION OF SUCH CHANGES, UNLESS OTHERWISE PROVIDED FOR IN THE LAND DEVELOPMENT CODE OR UTILITIES CODE. MAJOR MODIFICATIONS MAY REQUIRE REVIEW AND APPROVAL BY THE DEVELOPMENT REVIEW COMMITTEE.
3. THE CONTRACTOR SHALL NOTIFY INSPECTIONS STAFF AT LEAST FIVE (5) WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND PRIOR TO ANY ACTIVITY REQUIRING INSPECTION, INCLUDING SITE PAVING.
4. TO SCHEDULE THE REQUIRED PRE-CONSTRUCTION MEETING, THE CONTRACTOR SHALL CONTACT LAND DEVELOPMENT DIVISION.
5. AT THE COMPLETION OF CONSTRUCTION, AND PRIOR TO BENEFICIAL USE OF ANY FACILITY OR SYSTEM, AS-BUILT RECORD DRAWINGS SHALL BE SUBMITTED AND APPROVED IN ACCORDANCE WITH THE APPLICABLE UTILITIES CODE AND LAND DEVELOPMENT CODE.
6. MOT FOR THE PROJECT WILL BE IN ACCORDANCE WITH THE CURRENT FDOT TRAFFIC CONTROL REQUIREMENTS THROUGH WORK ZONES, SECTION 600, OF THE FDOT DESIGN STANDARDS. CONTRACTOR TO PROVIDE ADDITIONAL MOT PLAN IF THE CONSTRUCTION WORK CANNOT ADHERE TO TYPICAL FDOT MOT STANDARDS.

DATUM

1. BEARINGS BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 83, 2011 ADJUSTMENT FOR THE EAST BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 18, BEING N89°50'37"E.
2. ELEVATIONS AND BENCH MARKS ARE BASED OSCEOLA COUNTY BENCHMARK DISK #1036 WITH AN ELEVATION OF 73.40 RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

DRAINAGE STRUCTURES

1. ALL DRAINAGE STRUCTURE SHALL CONFORM TO THE LATEST FDOT STANDARD PLANS UNLESS OTHERWISE NOTED.
2. GRATE ELEVATIONS FOR ALL TYPE 5 AND TYPE 6 INLETS REFER TO EDGE OF PAVEMENT.
3. GRATE ELEVATIONS FOR ALL DITCH BOTTOM INLETS REFER TO THE FLOW LINE OF PAVEMENT.

SEQUENCE OF ACTIVITIES

1. INSTALL SILT BARRIERS & TREE BARRICADES AS SHOWN ON PLANS AS APPLICABLE.
2. ROUGH GRADE THE STORMWATER POND AS WELL AS TEMPORARY SWALES TO FORCE DELIVERY OF RUNOFF TO THE POND. THE POND WILL ACT AS A SEDIMENTATION BASIN.
3. STABILIZE CLEARED AREAS WITHIN 7 DAYS OF LAST DISTURBANCE IF RUNOFF IS NOT CAPTURED BY THE STORMWATER POND.
4. INSTALL STORM SEWER CONVEYANCE SYSTEMS, UTILITIES, AND BUILDINGS.
5. CONSTRUCT ENTRANCE(S) AND PAVEMENT.
6. COMPLETE GRADING AND INSTALL PERMANENT SODDING OR OTHER PERMANENT STABILIZATION FEATURES.
7. WHEN ALL CONSTRUCTION IS COMPLETE, STABILIZE ANY REMAINING DISTURBED AREAS.
8. REMOVE INSTALLED SILT BARRIERS AFTER ALL DISTURBED AREAS ARE STABILIZED.

STORMWATER POLLUTION PREVENTION NOTES

A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT IS REQUIRED BEFORE ANY EARTHMOVING ACTIVITIES COMMENCE. THE CONTRACTOR OR THEIR ASSIGNS SHALL BE THE RESPONSIBLE AUTHORITY FOR IMPLEMENTING THE SWPP. EACH PERSON MUST SIGN A CERTIFICATION TO CERTIFY THAT THEY UNDERSTAND AND SHALL COMPLY WITH THE TERMS AND CONDITIONS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORM WATER POLLUTION PREVENTION PLAN.

GENERAL POLLUTION CONTROL NOTES

1. PRIOR TO ANY CLEARING OR CONSTRUCTION COMMENCEMENT, SILT FENCES SHALL BE INSTALLED IN THE AREAS DESIGNATED ON THIS PLAN. THOSE AREAS DESIGNATED TO BE REINFORCED SHALL HAVE INSTALLED A SECOND ROW OF SILT FENCE. THE SILT FENCE SHALL BE TRENCHED 4 INCHES DEEP AND BACKFILLED ON THE UPHILL SIDE.
2. AFTER SILT FENCES ARE INSTALLED, A ROCK CONSTRUCTION ENTRANCE 50 FEET LONG AND 10 FEET WIDE WITH 6 INCH DEEP FDOT #57 STONE LINED WITH FILTER FABRIC SHALL BE CONSTRUCTED AT EACH CONSTRUCTION ENTRANCE SHOWN ON THIS PLAN.
3. ALL CONSTRUCTION MATERIALS AND DEBRIS WILL BE PLACED IN A DUMPSTER AND HAULED OFF SITE TO A LANDFILL OR OTHER PROPER DISPOSAL SITE. THE DUMPSTER SHALL BE LOCATED IN DESIGNATED LOCATION SHOWN ON THIS PLAN.
4. DUST SHALL BE CONTROLLED WITH THE USE OF WATER IF NECESSARY.
5. ALL TOXIC MATERIALS USED IN CONSTRUCTION SHALL BE KEPT IN A COVERED SHED AS SHOWN IN DESIGNATED LOCATION SHOWN ON THIS PLAN.
6. A DOUBLE WALL FUEL TANK WILL BE PLACED ON A DRIP PAN TO CONTAIN AND PREVENT ANY FUEL LEAKS FROM BEING DISCHARGED IN STORM WATER RUNOFF.
7. PORT-O-LETS SHALL BE PLACED IN AREAS DESIGNATED ON THIS SITE PLAN.
8. NO VEHICLE MAINTENANCE WILL BE ALLOWED ON SITE.
9. A WASHDOWN SITE SHALL BE PLACED IN THE AREAS DESIGNATED. A SMALL VEGETATIVE BERM SHALL BE PLACED AROUND THE WASH DOWN AREA.
10. FILTER SOCKS SHALL BE PLACED AT THE ENTRANCE TO ALL EXISTING INLETS TO PREVENT THE STORM SEWER SYSTEM FROM DISCHARGING SEDIMENTS INTO THE RETENTION PONDS.
11. CONVERSION OF DEWATERING PONDS TO BE DEMO AS REQUIRED TO ACCOMMODATE PROPOSED SITE DESIGN(REMOVE ROOT BASE OF ALL EXISTING TREES TO BE DEMOLISHED).
12. ALL CLEARED TREES AND VEGETATION SHALL BE BURNED ONSITE AFTER CONTRACTOR OBTAINS A BURN PERMIT. IF BURNING IS PROHIBITED, TREES TO BE HAULED AWAY.
13. SEDIMENTS MAY NOT BE ALLOWED TO ACCUMULATE MORE THAN HALF THE HEIGHT OF THE SILT FENCE. SEDIMENTS MUST BE PROPERLY DISPOSED OF. AFTER REMOVAL OF SILT FENCES, ALL DISTURBED AREAS SHALL BE GRASSED & MULCHED.
14. PONDS & BASIN CONTROL SHALL BE THE FIRST ITEMS CONSTRUCTED. SIDE SLOPES SHOULD BE IMMEDIATELY SODDED UPON COMPLETION.
15. OUTLETS OF ALL PIPES SHALL BE INSPECTED REGULARLY AND ANY BLOCKAGES REMOVED. ALL FLOW MUST BE MAINTAINED WITH ANY TEMPORARILY CONSTRUCTED TO ALLOW FLOW THROUGH OR UNDER THE FENCE.
16. DEWATERING MAY BE REQUIRED FOR INSTALLATION OF UTILITIES, STORM SEWER, OR PAVEMENT. THE DURATION IS DEPENDANT ON THE SCHEDULE OF CONSTRUCTION. THE DEWATERING DISCHARGE WILL BE CONTAINED WITHIN A SETTLING AREA INSIDE THE NEAREST STORMWATER POND. THE SETTLING AREAS WILL BE SURROUNDED WITH TURBIDITY BARRIERS IN ACCORDANCE WITH FDOT INDEX 102 & 103. AFTER DEWATERING WORK HAS BEEN COMPLETED, THE SETTLING AREAS WILL BE EXCAVATED AND/OR RESHAPED TO FINALIZE THE PONDS. DEWATERING STRUCTURES SHALL REMAIN IN PLACE UNTIL TRENCHING HAS BEEN COMPLETED. ALL DISCHARGE SHALL BE CONTAINED WITHIN THE PROJECT AREA AS DESCRIBED. NO GROUNDWATER SHALL BE PUMPED DIRECTLY OFFSITE
17. DURING CLEARING AND GRUBBING AND SITE GRADING STAGES, AREAS THAT ARE DISTURBED AND INACTIVE FOR MORE THAN 7 DAYS SHALL BE STABILIZED WITH RYE GRASS APPLIED AT MANUFACTURERS RECOMMENDATIONS. AFTER SEEDING EACH AREA SHALL BE MULCHED WITH 4000 POUNDS OF STRAW PER ACRE.

MAINTENANCE PLAN DURING CONSTRUCTION

1. SILT FENCE REPAIRS SHALL BE MADE IMMEDIATELY.
2. MAINTENANCE SHALL BE PERFORMED ON THE CONSTRUCTION ENTRANCE WHEN ANY VOID SPACES ARE FULL OF SEDIMENT.
3. MULCH AND SOD THAT HAS WASHED OUT SHALL BE REPLACED IMMEDIATELY. ALL OTHER AREAS ARE TO BE SEEDED UNTIL VEGETATION IS ESTABLISHED.
4. ANY WASH OUTS GOING INTO RETENTION PONDS SHALL BE CORRECTED BY INSTALLING A TEMPORARY BERM UPHILL AND ADJACENT TO THE RETENTION POND. ONE SECTION OF 12 INCH PVC PIPE SHALL BE INSTALLED AT THE UPHILL TOE OF BERM AND THROUGH THE BERM INTO THE RETENTION POND. PIPE AND BERM SHALL BE REMOVED WHEN SURROUNDING GROUND IS PERMANENTLY STABILIZED.
5. INSPECTIONS SHALL BE PERFORMED AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A RAIN EVENT THAT IS 0.5 INCHES OR GREATER
6. THE INSPECTOR SHALL INSPECT ALL POINTS OF DISCHARGE, ALL DISTURBED AREAS OF CONSTRUCTION THAT HAVE NOT BEEN STABILIZED, AREAS WHERE VEHICLES ENTER AND EXIT THE SITE, AND SEDIMENT CONTROL STRUCTURES.
7. THE INSPECTOR SHALL FURNISH A STORM WATER POLLUTION PREVENTION PLAN INSPECTION REPORT FORM IN THE FORMAT DESCRIBED IN THE "SAMPLE COPY OF THE STORM WATER POLLUTION PREVENTION PLAN" AS OUTLINED ON THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WEBSITE.

MAINTENANCE PLAN AFTER CONSTRUCTION

THE STORMWATER FACILITY MUST BE MAINTAINED CORRECTLY IF IT IS TO PERFORM IN THE MANNER IT WAS DESIGNED. THE STATEMENTS BELOW ARE INTENDED TO BE A GUIDE TO THE CORRECT WAYS TO MAINTAIN THIS FACILITY. THIS IS ONLY A GUIDE AND SHOULD BE REVISED AS FIELD CONDITIONS REQUIRE. THE MAINTENANCE ENTITY SHALL BE RESPONSIBLE FOR MAINTAINING THE SITE. FACILITIES SHALL BE INSPECTED BY A PROFESSIONAL ENGINEER AT INTERVALS OUTLINED IN THE ENVIRONMENTAL RESOURCE PERMIT.

1. ALL STORMWATER PIPES, INLETS, CATCH BASINS, MANHOLES, FLUMES, POND INFLOW AND OUTFALL STRUCTURES (INCLUDING OIL SKIMMERS), AND DISCHARGE PIPES SHOULD BE INSPECTED ON A REGULAR BASIS (MONTHLY OR QUARTERLY) AND AFTER MAJOR RAINFALLS. THEY SHOULD BE MAINTAINED BY REMOVING BUILT- UP DEBRIS AND VEGETATION AND REPAIRING DETERIORATING STRUCTURES.
2. MOW GRASS (WEEKLY DURING THE SUMMER MONTHS AND BI-WEEKLY DURING THE REMAINDER OF THE YEAR) WITHIN THE STORMWATER RETENTION AREAS. GRASS CLIPPINGS SHALL BE COLLECTED AND PROPERLY DISPOSED OF.
3. CHEMICALS, OILS, GREASES OR SIMILAR WASTES ARE NOT TO BE DISPOSED OF DIRECTLY TO THE STORMWATER FACILITY OR THROUGH STORM SEWERS. TREATMENT PONDS ARE DESIGNED TO TREAT NORMAL ROAD, PARKING LOT, ROOF AND YARD RUNOFF ONLY. SOME CHEMICALS MAY INTERFERE WITH A TREATMENT POND'S FUNCTIONS OR KILL VEGETATION AND WILDLIFE. DISPOSE OF THESE POTENTIALLY DANGEROUS MATERIALS PROPERLY BY TAKING THEM TO RECYCLING FACILITIES OR TO COLLECTION LOCATIONS SPONSORED BY MANY LOCAL GOVERNMENTS. ALSO, DO NOT DISPOSE OF GRASS CLIPPINGS IN A SWMS. GRASS CLIPPINGS POSE PROBLEMS BY SMOTHERING DESIRABLE VEGETATION, CLOGGING OUTFALL STRUCTURES AND, WHEN THEY DECOMPOSE, MAY CAUSE UNSIGHTLY ALGAE BLOOMS THAT CAN KILL FISH.
4. ACCUMULATED POND SEDIMENTS MAY CONTAIN HEAVY METALS SUCH AS LEAD, CADMIUM AND MERCURY, AS WELL AS OTHER POTENTIALLY HAZARDOUS MATERIALS. THEREFORE, SEDIMENTS REMOVED FROM STORM SEWERS, INLETS, PIPES AND PONDS SHOULD BE DISPOSED OF AT AN APPROVED FACILITY (CHECK WITH YOUR COUNTY SOLID WASTE DEPARTMENT OR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR DISPOSAL FACILITIES APPROVED TO ACCEPT TREATMENT POND SEDIMENT).
5. DURING ANY REPAIR OR MAINTENANCE ACTIVITY, USE CARE TO AVOID CAUSING EROSION OR SILTATION TRANSFER TO ADJACENT OR OFF-SITE AREAS.
6. ALTERATIONS (FILLING, ENLARGING, ETC.) OF ANY PART OF THE STORMWATER FACILITY IS NOT PERMITTED WITHOUT PRIOR APPROVAL FROM ALL APPLICABLE GOVERNING AGENCIES.
7. THE APPROVED OPERATION AND MAINTENANCE PERMIT AND AS-BUILT DRAWINGS ARE AVAILABLE AT YOUR LOCAL WATER MANAGEMENT DISTRICT SERVICE OFFICE OR FROM THE PERMITTING AGENCY HAVING JURISDICTION. REFER TO THOSE PLANS AND PERMITS FOR ADDITIONAL RESTRICTIONS, INSTRUCTIONS AND CONDITIONS.
8. IT IS USUALLY MORE COST EFFECTIVE TO MONITOR AND PERFORM ROUTINE MAINTENANCE ON A STORMWATER MANAGEMENT SYSTEM, RATHER THAN LET IT FAIL AND HAVE TO RECONSTRUCT THE ENTIRE SYSTEM.
9. MOSQUITO GROWTH CAN BE MINIMIZED IN A STORMWATER MANAGEMENT SYSTEM, BY THE FOLLOWING MEASURES:
   - DO NOT DUMP GRASS CLIPPINGS OR OTHER ORGANIC DEBRIS INTO A SWMS
   - DECAYING GRASS CLIPPINGS AND OTHER DECOMPOSING VEGETATION CREATE IDEAL CONDITIONS FOR BREEDING MOSQUITOES.
   - CLEAN OUT ANY OBSTRUCTIONS THAT GET INTO THE SYSTEM. DEBRIS CAN OBSTRUCT FLOW AND HARBOR MOSQUITO EGGS AND LARVAE.
   - REMOVE WATER LETTUCE AND WATER HYACINTH, WHICH NOURISH AND SHELTER MOSQUITO LARVAE.

PAVING OPERATION NOTES

1. BEFORE PAVING OPERATIONS BEGIN, THE ENGINEER SHALL BE PROVIDED WITH ALL DENSITY TESTING INCLUDING PIPE BACKFILL, SUBGRADE, AND ROAD BASE. TESTING SHALL BE PROVIDED BEFORE ANY PREPAVING MEETINGS ARE SCHEDULED.
2. ASPHALT MIX DESIGNS MUST BE PROVIDED TO THE ENGINEER FOR APPROVAL PRIOR TO PAVING. MIXES MUST BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER OR SUPPLIED BY AN APPROVED FDOT PLANT.
3. ANY DEVIATIONS IN ASPHALT TYPE, LIFT THICKNESS, OR COMPACTION MUST BE PRESENTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION. DEVIATIONS MAY REQUIRE APPROVAL BY THE AHJ.
4. IT IS RECOMMENDED THE CONTRACTOR SUBMIT A TESTING PLAN TO THE ENGINEER BEFORE COMMENCING PAVING OPERATIONS SO ANY DEFICIENCIES CAN BE DETERMINED BEFORE STARTING.
5. TESTS FOR IN-PLACE DENSITY AND LAYER THICKNESS, FOR EACH COURSE, SHALL BE CONDUCTED AT A FREQUENCY OF ONE TEST PER 300 LINEAR FEET OF ROADWAY (MINIMUM 3 TESTS PER ROAD).
6. 6" PAVEMENT CORES ARE TO BE TAKEN AT A MINIMUM FREQUENCY OF 3 CORE PER 500 TONS OF ASPHALT. DENSITY, THICKNESS, AND GRADATION REPORT IS TO BE PROVIDED FOR ASPHALT, BASE, AND SUBGRADE. MINIMUM ASPHALT DENSITY SHALL BE 89% GMM, WITH A MINIMUM AVERAGE BETWEEN 3 CORES OF 92% GMM.
7. MINIMUM LIFT THICKNESS SHALL CONFORM TO FDOT SPECIFICATIONS 334-1.4.1.
8. WHEN THE DEFICIENCY IN THICKNESS IS IN EXCESS OF THE MINIMUM THICKNESS REQUIRED ON APPROVED PLANS, LESS THE ALLOWABLE CONSTRUCTION TOLERANCE, THE CONTRACTOR SHALL CORRECT THE DEFICIENCY EITHER BY REPLACING THE FULL THICKNESS FOR A LENGTH EXTENDING AT LEAST 50 FEET FROM EACH END OF THE DEFICIENT AREA, OR WHEN PERMITTED BY THE COUNTY ENGINEER BY OVERLAYING THE ENTIRE WIDTH OF THE AREA. NORMALLY AN OVERLAY WILL NOT BE PERMITTED IN A CONCRETE CURB SECTION.
9. ASPHALT SHALL BE UNIFORM IN TEXTURE AND SLOPE TO THE GREATEST EXTEND POSSIBLE. AREAS OF POOR GRADATION SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
10. TESTS FOR SUBGRADE STABILIZATION SHALL BE LOCATED NO MORE THAN 400 FEET APART (FOR ROADWAYS) OR EVERY 8,000 SF (FOR PARKING LOTS) AND SHALL BE STAGGERED TO THE LEFT, RIGHT, AND ON THE CENTERLINE OF THE ROAD.

WELL ABANDONMENT NOTE

1. UNLESS OTHERWISE NOTED, ANY WELLS FOUND ARE TO BE ABANDONED BY A FLORIDA LICENSED WATER WELL CONTRACTOR ACCORDING TO THE WATER MANAGEMENT DISTRICT RULES AND REGULATIONS AND RULE 40D-3.531(2) FAC.

GENERAL SITE NOTES

1. SEE BOUNDARY & TOPOGRAPHY SURVEY FOR LEGAL DESCRIPTION & BENCHMARK INFO.
2. CONTRACTOR TO REFERENCE ARCHITECTURAL DRAWINGS FOR DETAILED DESIGN OF PROPOSED BUILDING, INCLUDING SLAB DESIGN, UTILITY CONNECTIONS, DOORWAYS, AND OTHER SITE ITEMS. GC TO NOTIFY ENGINEER OF RECORD OF ANY DEVIATIONS FROM CIVIL PLANS BEFORE CONSTRUCTION.
3. ALL PAVEMENT MARKINGS SHALL BE PAINTED, UNLESS OTHERWISE NOTED, AND SHALL BE ACCOMPLISHED WITH USE OF PAINTING MACHINES AND/OR STENCILS. ALL PAINT FOR PAVEMENT MARKINGS SHALL MEET THE REQUIREMENTS OF SOLVENTBORNE APPLICATION RECOMMENDATIONS.
4. PARKING STALLS STRIPING SHALL BE 4" WIDE AND SHALL BE STRAIGHT WITH A CLEAN EDGE. ALL DIRECTIONAL ARROWS, STOP BARS, ETC SHALL CONFORM TO THE LATEST MUTCD.
5. CONTRACTOR TO SAW CUT EXISTING PAVEMENT AT PROPOSED DRIVEWAY TIE IN'S TO PROVIDE A CLEAN EDGE FOR NEW PAVEMENT AND BASE CONNECTION.
6. CONTRACTOR TO BECOME FAMILIAR WITH AND ADHERE TO ALL ADA STANDARDS.
7. CONTRACTOR TO CONSTRUCT SIDEWALKS WITH A MAXIMUM 2% CROSS SLOPE AND A MAXIMUM 5% LINEAR SLOPE UNLESS OTHERWISE SPECIFIED ON THE CONSTRUCTION DOCUMENTS. ANY SIDEWALKS CONSTRUCTED FOUND TO BE IN EXCESS OF THESE SLOPES WILL BE REQUIRED TO BE RECONSTRUCTED AT CONTRACTORS EXPENSE.
8. CONSTRUCT HANDICAP RAMPS AT EACH DRIVEWAY PER ADA STANDARDS.
9. CONTRACTOR TO PROVIDE SMOOTH TRANSITION AT LOCATIONS WHERE EXISTING FEATURES MEET PROPOSED FEATURES (CONCRETE, ASPHALT, ETC.).
10. ALL "MEG" (MATCH EXISTING GRADE) ELEVATIONS ON ROADWAY SURFACES OR EDGES AND UNDERGROUND STORM/UTILITY PIPES SHOWN ARE APPROXIMATE.
11. AT A MINIMUM, ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED WITH EITHER SOD OR SEED. SOD OR SEED AREAS SHOULD BE WATERED BY EITHER IRRIGATION OR TANKER TRUCKS UNTIL ESTABLISHED. SOD SHALL BE STAKED AS REQUIRED IN SLOPED AREAS AND MONITORED FOR WASHOUTS. ONCE THE SOD IS ESTABLISHED, GC MAY REMOVE STAKES. SEEDED AREAS MUST BE WATERED AS NECESSARY TO ALLOW GRASS TO BEGIN GROWING.
12. FOR TYPICALLY WET PONDS, SIDE SLOPES SHALL BE SODDED TO THE NORMAL WATER ELEVATION. FOR TYPICALLY DRY PONDS, SIDE SLOPES SHALL BE SODDED WHERE THE BOTTOM MAY BE PREPARED WITH CLEAN SOILS FREE OF DEBRIS. POND TOP BERMS AND ALL AREAS GREATER THAN 6:1 SHALL BE SODDED. ALL DISTURBED AREAS ON SITE SHALL BE SODDED OR SEEDED TO ESTABLISH A PERMANENT SOIL EROSION MEASURE, PENDING THE OWNER'S DIRECTION. ALL DISTURBED AREAS WITHIN ROAD RIGHT OF WAY SHALL BE SODDED.
13. CONTRACTOR SHALL OBTAIN THE LATEST EDITION OF THE SOIL REPORT FOR THIS PROJECT. GC SHALL ADHERE TO ALL RECOMMENDATIONS AND INSTRUCTIONS INCLUDED IN SOIL REPORT.
14. A COPY OF THE APPROVED PERMIT AND DRAWINGS MUST BE ON THE JOBSITE AT ALL TIMES.
15. ANY SIDEWALKS DISTURBED DURING CONSTRUCTION ARE TO BE REPLACED.
16. IF CONSTRUCTION, RECONSTRUCTION, REPAIR OR MAINTENANCE ACTIVITY NECESSITATES THE CLOSING OF ONE OR MORE TRAVEL LANES OF ANY ROAD ON THE STATE PRIMARY, COUNTY ROAD OR CITY STREET SYSTEM FOR A PERIOD OF TIME EXCEEDING TWO HOURS, THE PARTY PERFORMING SUCH WORK WILL BE RESPONSIBLE TO GIVE NOTICE TO THE APPROPRIATE LAW ENFORCEMENT AGENCY WHICH HAS JURISDICTION WHERE SUCH ROAD IS LOCATED PRIOR TO COMMENCING WORK ON THIS PROJECT.
17. ALL TRAFFIC SIGNALS ARE TO REMAIN IN ACTUATION DURING CONSTRUCTION.
18. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF FDOT INDEX 102-600 THROUGH 102-670.
19. TRAFFIC SHALL BE MAINTAINED THROUGH THE WORK ZONE AT THE ESTABLISHED SPEED LIMIT.
20. DURING NON-WORKING HOURS, THE DROP-OFF BETWEEN THE TRAVEL LANES AND THE WORK AREA SHALL BE MAINTAINED IN ACCORDANCE WITH INDEX 102-600.
21. ROUTING TRAFFIC ONTO MILLED SURFACES IS PROHIBITED. MILLING AND RESURFACING MUST BE ACCOMPLISHED DURING NON-PEAK HOURS WITH LANE CLOSURES AND UTILIZATION OF STANDARD INDICES SUCH AS 102-603 (MODIFIED FOR APPROPRIATE POSTED SPEED), 102-606, AND/OR OTHER APPROPRIATE SPECIAL DETAILS.
22. SIDEWALKS ARE TO BE CONSTRUCTED WITH A 2' FLAT AREA ON BOTH SIDES OF THE SIDEWALK.
23. ALL MILLED SURFACES MUST BE PAVED BACK THE SAME NIGHT UNLESS OTHERWISE AUTHORIZED.
24. PROPOSED OBJECT MARKERS FOR HEADWALLS SHALL CONFORM TO THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTIONS 705 AND 993.
25. CONTRACTOR TO RELOCATE ALL SIGNS AND DEATH MARKERS THAT ARE OUT OF COMPLIANCE DUE TO ROAD WIDENING PER FDOT INDEX 700-101.
26. ALL EXISTING MARKINGS THAT ARE IN CONFLICT WITH PROPOSED MARKINGS SHALL BE REMOVED.
27. THE PERMANENT REMOVAL OF SIGNS WITHIN THE CONSTRUCTION LIMITS ARE NOT REQUIRED UNLESS SHOWN IN THE PLANS. ALL ADJUSTMENTS SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS.
28. DO NOT PLACE THERMOPLASTIC STRIPES AND MARKINGS ON NEWLY CONSTRUCTED FINAL SURFACES COURSES PRIOR TO 30 CALENDAR DAYS AFTER PLACEMENT OF THE FINAL SURFACE COURSE. THE ENGINEER MAY REQUIRE LONGER CURE PERIODS. PROVIDE TEMPORARY MARKINGS IF THE ROAD IS OPEN TO TRAFFIC.
29. THE PERMITTEE IS REQUIRED TO HAVE FDOT QUALIFIED CONSTRUCTION, ENGINEERING, INSPECTION (CEI) INSPECTOR TO OVERSEE THE DAILY CONSTRUCTION ON THE FDOT RIGHT OF WAY.
30. THE LOCATIONS OF EXISTING UTILITIES SUCH AS WATER MAINS, SEWER, GAS LINES, ETC., AS SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION, AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR, HOWEVER, THE ENGINEER AND OWNER DO NOT ASSUME RESPONSIBILITY FOR THE SIZES AND LOCATIONS SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF THE SIZE AND LOCATION OF ALL EXISTING UTILITIES SHOWN AND NOT SHOWN ON THESE PLANS AND RELATED CONSTRUCTION PRIOR TO COMMENCEMENT OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND HAVE THEIR FACILITIES LOCATED IN THE FIELD PRIOR TO ANY WORK.
31. BENCHMARKS AND OTHER REFERENCE POINTS SHALL BE CAREFULLY MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. IF DISTURBED OR DESTROYED, THESE POINTS SHALL BE REPLACED BY A FLORIDA P.L.S. AT CONTRACTOR'S EXPENSE.
32. THE CONTRACTOR IS DIRECTED TO NOTIFY SLOAN ENGINEERING GROUP, INC., PHONE (863) 800-3046, FOR PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.
33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION AND REMOVAL OF ALL EXISTING STRUCTURES, ETC., UNLESS OTHERWISE NOTED. ALL SOIL STRIPPINGS AND ANY UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR UNLESS OTHERWISE DIRECTED BY THE OWNER.
34. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES AND UTILITIES NOTED TO REMAIN, FROM DAMAGE OR DISPLACEMENT DURING CONSTRUCTION. IN THE EVENT OBSTRUCTIONS ARE ENCOUNTERED, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER AND THE UTILITY COMPANY. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS INCURRED TO REPAIR DAMAGE OR CORRECT DISPLACEMENT.
35. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL TREES AND OTHER VEGETATION OUTSIDE THE LIMITS OF CONSTRUCTION.
36. WHEN DETAILS ARE PROVIDED, CONTRACTOR SHALL CONSTRUCT JOB PER SPECIFIC DETAILS, AND NO

811 Know what's below. Call before you dig.

NORTH

SCALE: 1" = 20'

0' 20' 40'

HARPDYN LANE
35' PRIVATE R/W

TRACT I
PLAT BOOK 36, PAGES 16-18

TRACT C
STORMWATER POND
PLAT BOOK 36, PAGES 16-18

WYXON WAY
PUBLIC R/W; WIDTH VARIES

KYRST RUN
30' PRIVATE R/W

NOLTE ROAD
PUBLIC R/W; WIDTH VARIES

LOT 5, 16 NOLTE
PLAT BOOK 36, PAGES 16-18

TRACT H, 16 NOLTE
PLAT BOOK 36, PAGES 16-18
SIGNAGE

TRACT G, 16 NOLTE
PLAT BOOK 36, PAGES 16-18
SIGNAGE

PLATTED UTILITY EASEMENT

BENCHMARK
ELEVATION = 76.37

N89°53'02"E 386.51'

S00°15'53"E 664.49'

EXISTING SIDEWALK TO BE DEMOLISHED

EXISTING UTILITY EASEMENT TO REMAIN

EXISTING SANITARY MANHOLE TO REMAIN

EXISTING CONCRETE PAD TO BE REMOVED

EXISTING STORM MANHOLE TO REMAIN

EXISTING METERS TO REMAIN

EXISTING TREES TO REMAIN, TYP.

SILT FENCE, TYP.

PROPERTY LINE, TYP.

PORT-O-LETS
(SEE POLLUTION CONTROL NOTE #7)

CONSTRUCTION DUMPSTER
(SEE POLLUTION CONTROL NOTE #3)

DOUBLE WALL FUEL TANK
(SEE POLLUTION CONTROL NOTE #6)

COVERED CONSTRUCTION SHED
(SEE POLLUTION CONTROL NOTE #5)

WASHDOWN SITE
(SEE POLLUTION CONTROL NOTE #9)

CONSTRUCTION ENTRANCE
(SEE POLLUTION CONTROL NOTE #2)

2" REUSE SERVICE WITHIN METER BOX

8" POTABLE GATE VALVE WITHIN METER BOX

REUSE VALVE

REUSE METER

WATER VALVE

WATER METER

DRAINAGE INLET BOTTOM = 64.72

DRAINAGE INLET BOTTOM = 66.61

DRAINAGE INLET BOTTOM = 65.12

SANITARY MANHOLE RIM = 76.02 INVERT = 71.73W INVERT = 71.81S

SANITARY MANHOLE RIM = 76.24 INVERT = 71.89N

SANITARY MANHOLE RIM = 75.79 INVERT = 71.70E

STORM MANHOLE RIM = 75.49 BOTTOM = 64.36

DRAINAGE MANHOLE RIM = 75.92 BOTTOM = 66.42

DRAINAGE MANHOLE RIM = 75.38 INVERT = 71.98S INVERT = 72.18E

MES INVERT = 73.25

MES INVERT = 74.30

MES INVERT = 71.97

TYPE 5 INLET BOTTOM = 72.42

TYPE 6 INLET BOTTOM = 70.51

TYPE F CURB

FORCEMAIN AIR RELEASE BOX

4" FORCEMAIN

14"x23"RCP

ELECTRIC VAULT

ELECTRIC CONDUIT

6"PVC STUBOUT

RED MARKER POST

STOP

SIRC

CABLE VAULT

WELL, ELECTRIC METER & CONTROL PANEL

MONUMENT SIGN

TELECOM VAULT

HOSE BIB

RAISED SIDEWALK

BENCH

1/2"FIRC LB966 0.05'E, 0.02'S

1/2"FIRC LB966 0.04'E, 0.10'S

1/2"FIRC LB966 0.03'W, 0.06'S

1/2"FIRC LB966 0.01'W, 0.02'N

1/2"FIRC LB966 W, N

FN&D LB966 ONLINE 0.08'E

FN&D LB966 0.04'E, 0.02'S

FN&D LB966 0.06'E, 2.99'N

C/L OF R/W BASIS OF BEARING

R/W LINE

PROPERTY LINE, TYP.

SILT FENCE, TYP.

NO.	DATE	DESCRIPTION
1	03/20/2026	REVISED PER CITY FSP RAI 1

REVISION BLOCK

MICHAEL O. FLORA, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 79115
03/20/2026
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MF	IV	AM

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
REGISTRY # 26247

CLIENT: COLE VALLEY PARTNERS

PROJECT: 16 NOLTE LOT 5

SWPP & DEMOLITION PLAN

2040 NOLTE ROAD, ST. CLOUD, 34772

PROJECT NO.	SHEET
3005	C200

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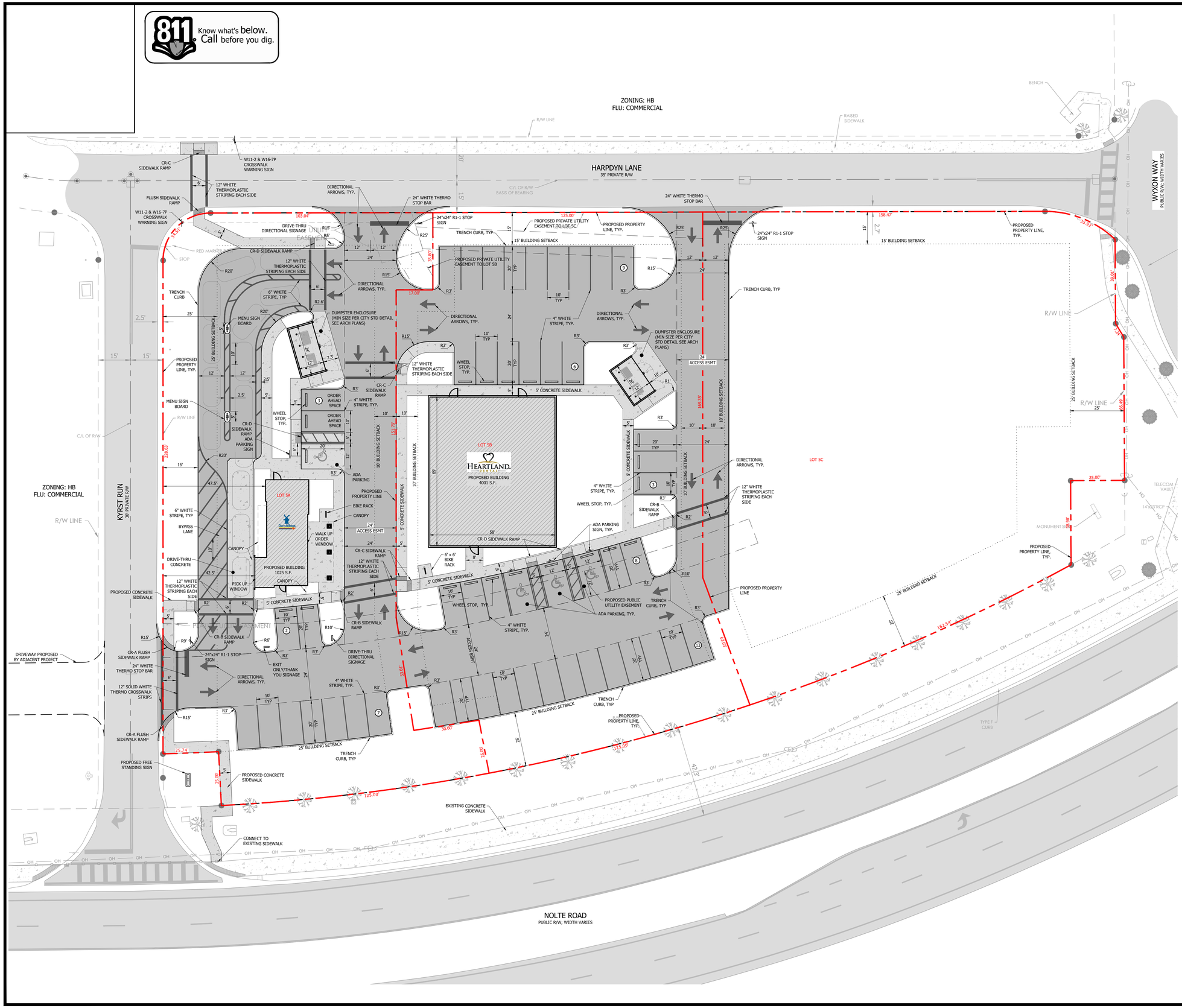

NORTH

SCALE: 1" = 20'

0' 20' 40'

SITE NOTES

1. SEE BOUNDARY & TOPOGRAPHY SURVEY FOR LEGAL DESCRIPTION & BENCHMARK INFO.
2. CONTRACTOR TO REFERENCE ARCHITECTURAL DRAWINGS FOR DETAILED DESIGN OF PROPOSED BUILDING, INCLUDING SLAB DESIGN, UTILITY CONNECTIONS, DOORWAYS, AND OTHER SITE ITEMS. GC TO NOTIFY ENGINEER OF RECORD OF ANY DEVIATIONS FROM CIVIL PLANS BEFORE CONSTRUCTION.
3. ALL PAVEMENT MARKINGS SHALL BE PAINTED, UNLESS OTHERWISE NOTED, AND SHALL BE ACCOMPLISHED WITH USE OF PAINTING MACHINES AND/OR STENCILS. ALL PAINT FOR PAVEMENT MARKINGS SHALL MEET THE REQUIREMENTS OF SOLVENTBORNE APPLICATION RECOMMENDATIONS.
4. PARKING STALLS STRIPING SHALL BE 4" WIDE AND SHALL BE STRAIGHT WITH A CLEAN EDGE. ALL DIRECTIONAL ARROWS, STOP BARS, ETC SHALL CONFORM TO THE LATEST MUTCD.
5. NO INDOOR SEATING IS PROPOSED FOR DRIVE THRU USES.

SITE CHARACTERISTICS

PARCEL INFORMATION:

PARCEL ID:	14-26-30-0599-0001-0050
PROPOSED USE:	DRIVE-THRU COFFEE SHOP & DENTAL OFFICE
EXISTING USE:	VACANT
ZONING:	HIGHWAY BUSINESS, HB
FUTURE LAND USE:	COMMERCIAL
TOTAL PARCEL AREA:	2.340 AC
PROPOSED LOT 5A:	0.701 AC
PROPOSED LOT 5B:	0.799 AC
PROPOSED LOT 5C:	0.840 AC
MAX LOT COVERAGE:	REQ: 50%, PROV: SEE LOT STATISTICS TABLE
MAX BUILDING HEIGHT:	REQ: 1 STORY, PROV: 1 STORY
MAX FAR:	REQ: 0.75, PROV: SEE LOT STATISTICS TABLE
BUILDING TYPE:	TO BE PROVIDED AT SDP

BUILDING SETBACKS:

FRONT:	25'
REAR:	15'
SIDE INTERNAL:	10'
SIDE STREET:	25'

DEVELOPMENTAL STATISTICS LOT 5A

PERVIOUS:	0.202 AC	8,820 SF	28.90%
IMPERVIOUS:	0.475 AC	20,675 SF	67.74%
BUILDING:	0.024 AC	1,025 SF	3.36%
TOTAL SITE AREA:	0.701 AC	30,520 SF	100.00%

PARKING STATISTICS LOT 5A

REQUIRED PARKING:
1 SPACE PER 100 SF = 1,025/100 = 10 SPACES
BICYCLE PARKING: 20% = 10 x 0.20 = 2 SPACES

PROVIDED PARKING:

STANDARD SPACES	11 SPACES
HANDICAP SPACES	1 SPACES
TOTAL PARKING PROVIDED =	12 SPACES

BICYCLE PARKING PROVIDED = 2 SPACES

DEVELOPMENTAL STATISTICS LOT 5B

PERVIOUS:	0.248 AC	10,807 SF	31.05%
IMPERVIOUS:	0.459 AC	19,994 SF	57.45%
BUILDING:	0.092 AC	4,001 SF	11.50%
TOTAL SITE AREA:	0.799 AC	34,802 SF	100.00%

PARKING STATISTICS LOT 5B

REQUIRED PARKING:
1 SPACE PER 300 SF = 4,001/300 = 13 SPACES
BICYCLE PARKING: 6% = 13 x 0.06 = 1 SPACES

PROVIDED PARKING:

STANDARD SPACES	36 SPACES
HANDICAP SPACES	3 SPACES
TOTAL PARKING PROVIDED =	39 SPACES

BICYCLE PARKING PROVIDED = 3 SPACES

DEVELOPMENTAL STATISTICS LOT 5C

PERVIOUS:	0.789 AC	34,362 SF	93.83%
IMPERVIOUS:	0.052 AC	2,261 SF	6.17%
BUILDING:	0.000 AC	0 SF	
TOTAL SITE AREA:	0.841 AC	36,623 SF	100.00%

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REVISION BLOCK

MITCHEL O. FLORA, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 79115
03/20/2026
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS ITEM IN ANY WAY. IF THIS ITEM IS ALTERED, THE ENGINEER SHALL ATTACH A DESCRIPTIVE DOCUMENT TO THIS ITEM AND INCLUDE THE WORDS "ALTERED BY" FOLLOWED BY THE ALTERING ENGINEER'S SIGNATURE AND THE DATE OF ALTERATION.
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DESIGNED BY:	DRAWN BY:	CHECKED BY:
MF	IV	AM

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
REGISTRY # 26247

CLIENT: COLE VALLEY PARTNERS
PROJECT: 16 NOLTE LOT 5

SITE PLAN

2040 NOLTE ROAD, ST. CLOUD, 34772

PROJECT NO.	SHEET
3005	C300

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HARPDYN LANE
35' PRIVATE R/W

WYXON WAY
PUBLIC R/W; WIDTH VARIES

KYRST RUN
30' PRIVATE R/W

NOLTE ROAD
PUBLIC R/W; WIDTH VARIES

N89°53'52"E 103.04'

N89°52'21"E 125.00'

N89°53'02"E 386.51'

N89°53'02"E 158.47'

S68° 13' 16"E 35.28'

S50°19'53"E 39.01'

S31°20'24"E 72.44'

S50°19'53"E 226.40'

S89°40'07"W 25.00'

S50°19'53"E 38.98'

S65° 24' 04"W 102.54'

N25°42'54"W 51.07'

S74° 10' 09"W 412.54'

S75° 20' 18"W 125.00'

S81°07'59"W 30.66'

N25°42'54"W 51.07'

S83° 06' 12"W 125.00'

S87° 48' 35"W 25.74'

N01°04'46"W 25.00'

N01°04'46"W 228.63'

N89°58'39"E 8.45'

PROPOSED PRIVATE UTILITY EASEMENT TO LOT 5C

PROPOSED PRIVATE UTILITY EASEMENT TO LOT 5B

S89°58'39"E 17.00'

N00°00'00"E 169.35'

N00°00'00"E 151.79'

24' ACCESS ESMT

LOT 5A

LOT 5B

LOT 5C

HEARTLAND DENTAL

PROPOSED BUILDING
4001 S.F.

PROPOSED BUILDING
1025 S.F.

PROPOSED PUBLIC UTILITY EASEMENT

12'

OH

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NORTH

SCALE: 1" = 20'

0' 20' 40'

NO.	DATE	DESCRIPTION
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REVISION BLOCK

MICHAEL O. FLORA, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 79415
"RELEASED FOR PERMITTING PURPOSES ONLY"
"NOT RELEASED FOR CONSTRUCTION"
SIGNED AND SEALED
03/20/2026

DESIGNED BY:	DRAWN BY:	CHECKED BY:
MF	IV	AM

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
REGISTRY # 28247

CLIENT: COLE VALLEY PARTNERS

PROJECT: 16 NOLTE LOT 5

LOT SPLIT PLAN

2040 NOLTE ROAD, ST. CLOUD, 34772

PROJECT NO.	SHEET
3005	C301

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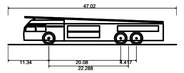
Front Load Garbage Truck

Overall Length	27.883ft
Overall Width	8.042ft
Overall Body Height	10.488ft
Min Body Ground Clearance	1.318ft
Track Width	8.042ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	27.400ft



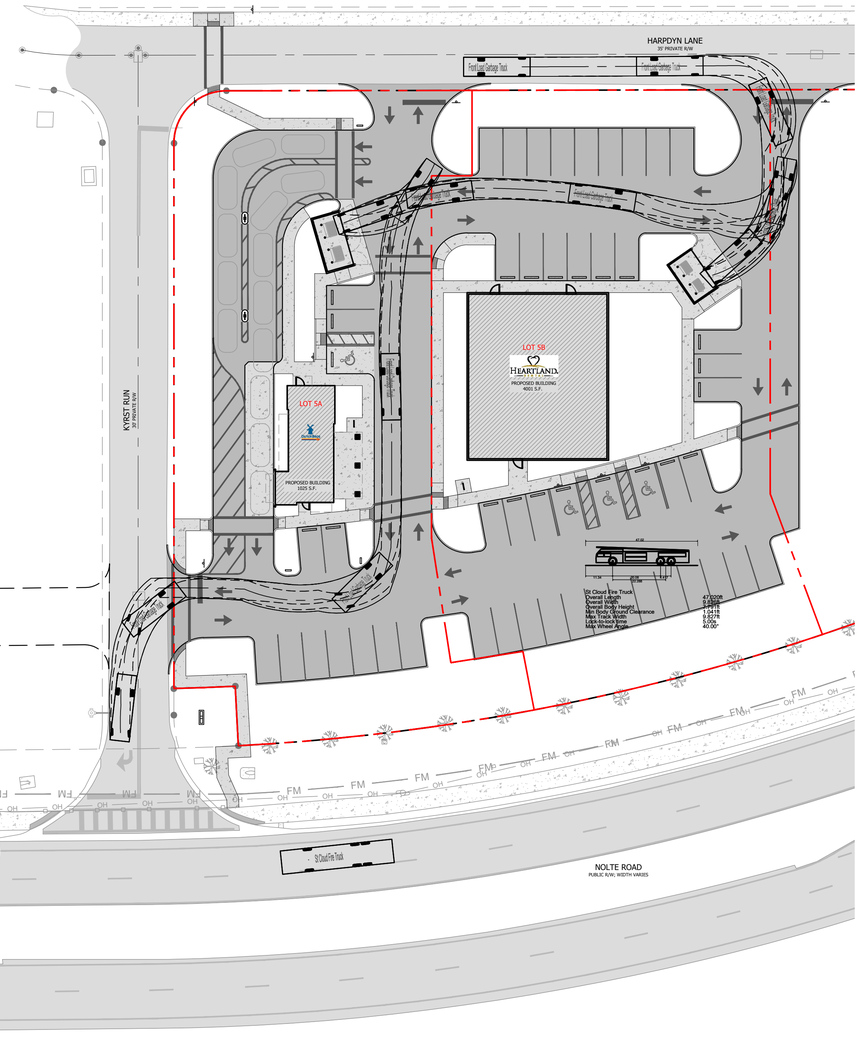
St Cloud Fire Truck

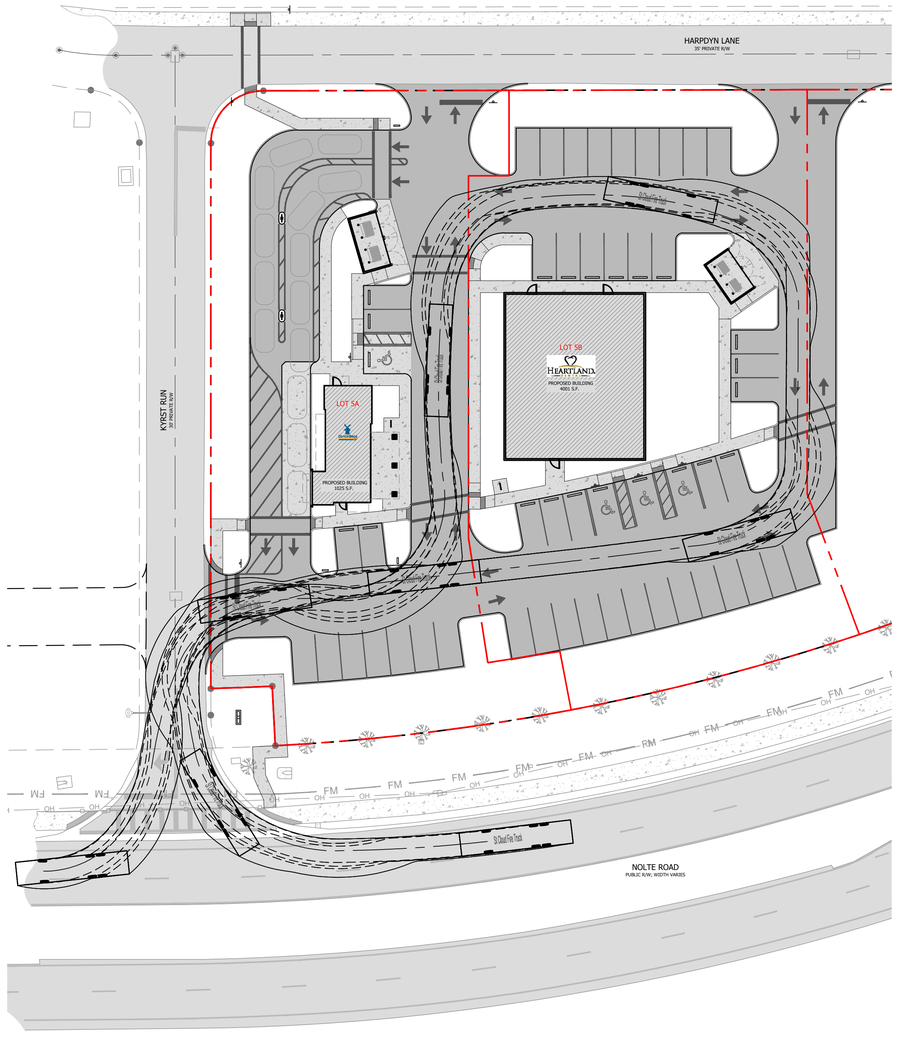
Overall Length	47.020ft
Overall Width	9.826ft
Overall Body Height	7.791ft
Min Body Ground Clearance	1.041ft
Max Track Width	9.827ft
Lock-to-lock time	5.00s
Max Wheel Angle	40.00°

NORTH

SCALE: 1" = 30'

0' 30' 60'





NO.	DATE	DESCRIPTION
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REVISION BLOCK

MICHAEL O. FLORA, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 79115
MICHAEL O. FLORA
79115
STATE OF FLORIDA
ORIGINAL SIGNED AND SEALED
03/20/2026
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL O. FLORA, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
ORIGINAL SIGNED AND SEALED

DESIGNED BY:	DRAWN BY:	CHECKED BY:
MF	IV	AM

SLOAN
Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
REGISTRY # 28247

CLIENT: COLE VALLEY PARTNERS

PROJECT: 16 NOLTE LOT 5

TRUCK PATH EXHIBIT

2040 NOLTE ROAD, ST. CLOUD, 34772

PROJECT NO.	SHEET
3005	C302

\\Sloan-FS1\Orange\Engineering\3005-Cole Valley Partners-Nolte Road-St. Cloud\cad\3005-Base.dwg, Site (3), 3/17/2026 11:39:19 AM, mflora, DWG To PDF.pc3, 1:1

811 Know what's below. Call before you dig.

NORTH

SCALE: 1" = 20'

0' 20' 40'

ZONING: HB
FLU: COMMERCIAL

HARPDYN LANE
35' PRIVATE R/W

WYXON WAY
PUBLIC R/W; WIDTH VARIES

KYRST RUN
30' PRIVATE R/W

NOLTE ROAD
PUBLIC R/W; WIDTH VARIES

LOT 5B

HEARTLAND.
PROPOSED BUILDING
4001 S.F.
FF = 77.50

LOT 5A

Dutch Bros
PROPOSED BUILDING
1025 S.F.
FF = 77.00

LOT 5C

BASIN 100
1.551 AC

S-101
TYPE F
TOP: 75.46
INV OUT: 70.71 (E)

S-102
TYPE F
TOP: 75.66
INV IN: 70.01 (W)
INV OUT: 70.01 (S)

S-103
TYPE F
TOP: 75.83
INV OUT: 70.13 (W)

S-104
TYPE F
TOP: 75.48
INV IN: 68.92 (E)
INV IN: 68.92 (N)
INV OUT: 68.92 (W)

S-105
MANHOLE
TOP: 76.78
INV IN: 68.14 (E)

S-106
TYPE F
TOP: 75.70
INV OUT: 70.50 (NE)

S-107
MANHOLE
TOP: 75.86
INV IN: 70.07 (SW)

P-101 70 LF 18" HDPE @ 1.00%
P-102 109 LF 18" HDPE @ 1.00%
P-103 121 LF 18" HDPE @ 1.00%
P-104 78 LF 18" HDPE @ 1.00%
P-105 43 LF 18" HDPE @ 1.00%

LIMIT OF GRADING

GRADE BREAK

STORM STRUCTURE TABLE			
ID	TYPE	GRATE	INVERT(S)
S-101	TYPE F	75.46	70.71 (E)
S-102	TYPE F	75.66	70.01 (W) 70.01 (S)
S-103	TYPE F	75.83	70.13 (W)
S-104	TYPE F	75.48	68.92 (E) 68.92 (N) 68.92 (W)
S-105	MANHOLE	76.78	68.14 (E)
S-106	TYPE F	75.70	70.50 (NE)
S-107	MANHOLE	75.86	70.07 (SW)

STORM SEWER PIPE TABLE					
ID	UP/DOWN ID	LENGTH	DESCRIPTION	SLOPE	INVERT(S)
P-101	S-101 / S-102	70'	18" HDPE	1.00%	70.71 70.01
P-102	S-102 / S-104	109'	18" HDPE	1.00%	70.01 68.92
P-103	S-103 / S-104	121'	18" HDPE	1.00%	70.13 68.92
P-104	S-104 / S-105	78'	18" HDPE	1.00%	68.92 68.14
P-105	S-106 / S-107	43'	18" HDPE	1.00%	70.50 70.07

NO.	DATE	DESCRIPTION
1	03/20/2026	REVISED PER CITY RSP RAI 1

REVISION BLOCK

MITCHEL O. FLORS, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 79415
03/20/2026
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCHEL O. FLORS, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DESIGNED BY:	DRAWN BY:	CHECKED BY:
MF	IV	AM

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
REGISTRY # 26247

CLIENT: COLE VALLEY PARTNERS
PROJECT: 16 NOLTE LOT 5

GRADING & DRAINAGE PLAN

2040 NOLTE ROAD, ST. CLOUD, 34772

PROJECT NO.	SHEET
3005	C400

\\Sloan-FS1\Orange\Engineering\3005-Cole Valley Partners-Nolte Road-St. Cloud\cad\3005-Base.dwg, Grade, 3/17/2026 11:39:25 AM, mflora, DWG To PDF.pc3, 1:1

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NORTH

SCALE: 1" = 20'

0' 20' 40'

ZONING: HB
FLU: COMMERCIAL

HARPDYN LANE
35' PRIVATE R/W

WYXON WAY
PUBLIC R/W; WIDTH VARIES

NOLTE ROAD
PUBLIC R/W; WIDTH VARIES

KYRST RUN
30' PRIVATE R/W

LOT 5A

LOT 5B

LOT 5C

PROPOSED BUILDING
4001 S.F.
FF = 77.50

PROPOSED BUILDING
1025 S.F.
FF = 77.00

EXISTING MANHOLE (END OF TWA MAINTENANCE) CORE MANHOLE AT 71.99 FOR NEW CONNECTIONS

170 LF 8" DR26 SANITARY MAIN @ 0.45%

PROPOSED PRIVATE UTILITY EASEMENT TO LOT 5C

PROPOSED PRIVATE UTILITY EASEMENT TO LOT 5B

83 LF 4" DR35 SANITARY SERVICE @ 1.0%, TYP.

101 LF 4" DR35 SANITARY SERVICE @ 1.0%, TYP.

SANITARY MANHOLE
TOP= 75.32
INV= 72.77

SEE UTILITY CONFLICT DETAIL #5

SANITARY MANHOLE
RIM = 76.02
INVERT = 71.73W
INVERT = 71.81S

SANITARY MANHOLE
RIM = 75.79
INVERT = 71.99S

CLEANOUT-4
TOP: 77.48
INV: 72.72

CLEANOUT-3
TOP: 76.68
INV: 73.06

CLEANOUT-1
TOP: 76.93
INV: 73.24

CLEANOUT-2
TOP: 76.93
INV: 73.19

SEE UTILITY CONFLICT DETAIL #4

GREASE TRAP, 750 GAL
TOP: 76.70
INV IN: 73.09 (S)
INV OUT: 73.09 (N)

4" SEWER CONNECTION TO BUILDING (SEE PLUMBING PLANS FOR CONTINUATION)

4" SEWER CONNECTION TO BUILDING (SEE PLUMBING PLANS FOR CONTINUATION)

2" POTABLE WATER SERVICE CONNECTION TO BUILDING (MIN. 3' DEPTH, SEE PLUMBING PLANS FOR CONTINUATION)

2" POTABLE WATER SERVICE CONNECTION TO BUILDING (MIN. 3' DEPTH, SEE PLUMBING PLANS FOR CONTINUATION)

2" C900 DR18 WATER SERVICE

2" C900 DR18 WATER SERVICE

2" POTABLE WATER METER & BFP

2" GATE VALVE

2" CAP

6" CAP

6" GATE VALVE

SEE UTILITY CONFLICT DETAIL #1

SEE UTILITY CONFLICT DETAIL #2

SEE UTILITY CONFLICT DETAIL #3

2" CAP

2" GATE VALVE

6"x2" TEE W/2" GATE VALVE

6" TEE W/6" GATE VALVE

6" C900 DR18 WATER SERVICE

FIRE HYDRANT ASSEMBLY

PROPOSED PUBLIC UTILITY EASEMENT

2" PE4710 DR9 RECLAIM SERVICE, LOT SC

2" PE4710 DR9 RECLAIM SERVICE, LOT SB

2" PE4710 RECLAIM SERVICE, LOT SA

REUSE METER

WATER VALVE

WATER METER

2" POTABLE WATER METER & BFP

CONNECT TO END OF EXISTING 8" POTABLE SERVICE

(3) 2" RECLAIM METER BANK, CONNECT TO EXISTING 2" RECLAIM STUBOUT

SEE UTILITY CONFLICT DETAIL #1

6"PVC STUBOUT

ELECTRIC VAULT

ELECTRIC CONDUIT

6"PVC STUBOUT

DRAINAGE INLET
BOTTOM = 61.22

DRAINAGE INLET
BOTTOM = 64.64

DRAINAGE INLET
BOTTOM = 65.12

HOSE BIB

DRAINAGE INLET
BOTTOM = 66.61

DRAINAGE MANHOLE
RIM = 75.92
BOTTOM = 69.42

DRAINAGE MANHOLE
RIM = 75.38
INVERT = 71.98S
INVERT = 72.18E

TYPE S INLET
BOTTOM = 72.42

TYPE 6 INLET
BOTTOM = 70.51

WELL, ELECTRIC METER & CONTROL PANEL

TELECOM VAULT

CABLE VAULT

MES INVERT = 73.25

MES INVERT = 74.30

MES INVERT = 71.97

FORCEMAIN AIR RELEASE BOX

4" FORCEMAIN

14'x23"RCP

24' ACCESS ESMT

103.04'

125.00'

158.47'

17.00'

35.89'

151.79'

169.35'

228.83'

39.01'

66.49'

25.00'

29.98'

69.89'

162.64'

30.69'

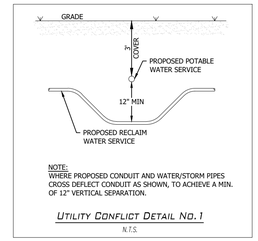
25.74'

25.00'

125.00'

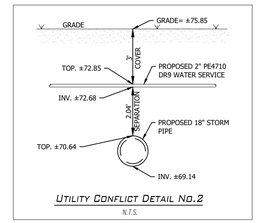
135.00'

25.00'

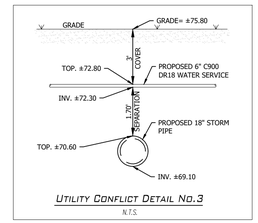


NOTE:
WHERE PROPOSED CONDUIT AND WATER/STORM PIPES CROSS DEFLECT CONDUIT AS SHOWN, TO ACHIEVE A MIN. OF 12" VERTICAL SEPARATION.

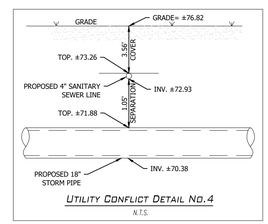
UTILITY CONFLICT DETAIL NO.1
N.T.S.



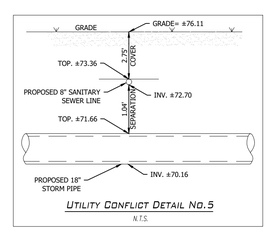
UTILITY CONFLICT DETAIL NO.2
N.T.S.



UTILITY CONFLICT DETAIL NO.3
N.T.S.



UTILITY CONFLICT DETAIL NO.4
N.T.S.



UTILITY CONFLICT DETAIL NO.5
N.T.S.

REVISION BLOCK

NO.	DATE	DESCRIPTION

MICHAEL O. FLORA, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 79115
03/20/2026
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL O. FLORA, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
NOT VALID WITHOUT DIGITALLY SIGNED AND SEALED

DESIGNED BY:	DRAWN BY:	CHECKED BY:
MF	IV	AM

SLOAN
Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
REGISTRY #26247

CLIENT: COLE VALLEY PARTNERS

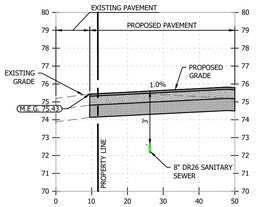
PROJECT: 16 NOLTE LOT 5

UTILITY PLAN

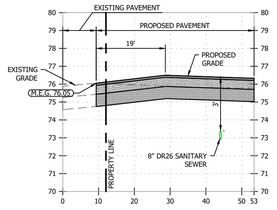
2040 NOLTE ROAD, ST. CLOUD, 34772

PROJECT NO.	SHEET
3005	C500

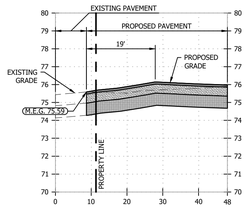
\\Sloan-FS1\Orange\Engineering\3005-Cole Valley Partners-Nolte Road-St. Cloud\cad\3005 Base.dwg, Utility, 3/17/2026 11:39:31 AM, mflora, DWG To PDF.pc3, 1:1



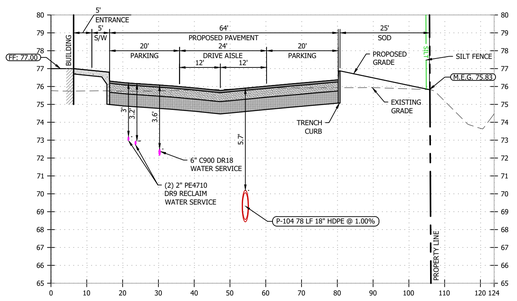
SECTION A-A'
VERT. SCALE: 1" = 4'
HORIZ. SCALE: 1" = 20'



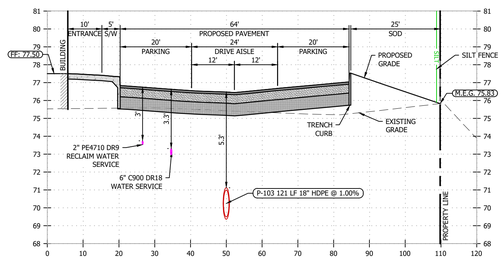
SECTION B-B'
VERT. SCALE: 1" = 4'
HORIZ. SCALE: 1" = 20'



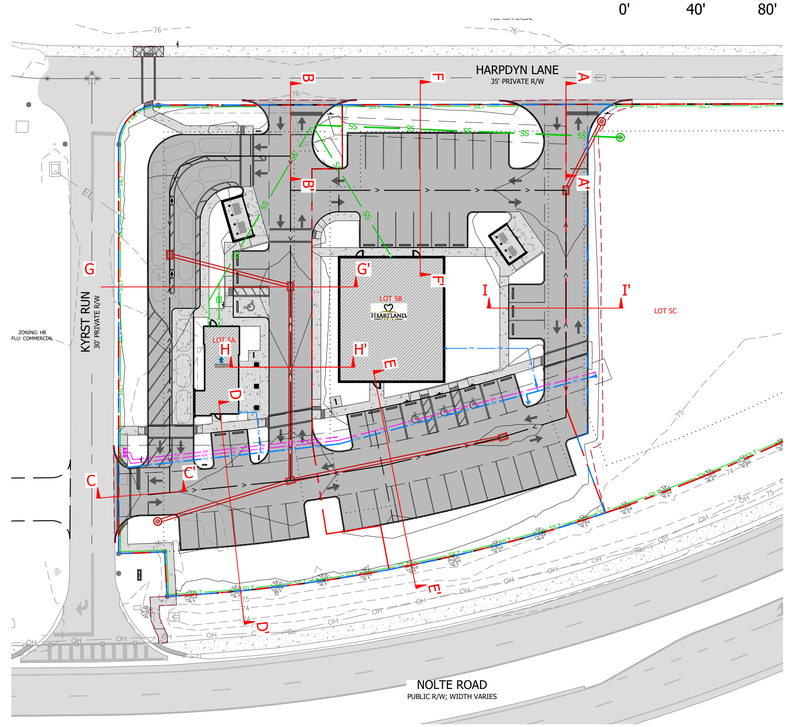
SECTION C-C'
VERT. SCALE: 1" = 4'
HORIZ. SCALE: 1" = 20'



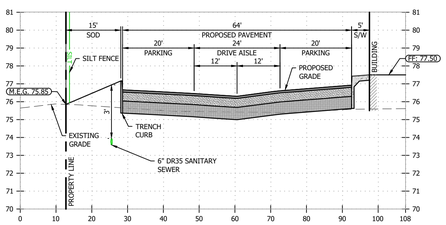
SECTION D-D'
VERT. SCALE: 1" = 4'
HORIZ. SCALE: 1" = 20'



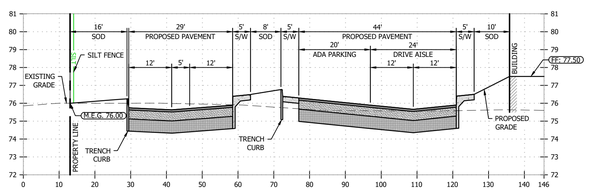
SECTION E-E'
VERT. SCALE: 1" = 4'
HORIZ. SCALE: 1" = 20'



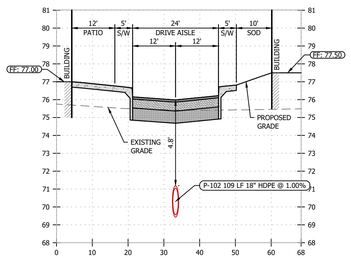
KEY MAP



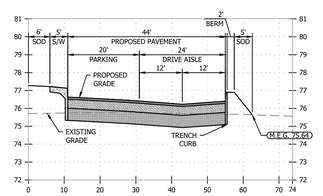
SECTION F-F'
VERT. SCALE: 1" = 4'
HORIZ. SCALE: 1" = 20'



SECTION G-G'
VERT. SCALE: 1" = 4'
HORIZ. SCALE: 1" = 20'



SECTION H-H'
VERT. SCALE: 1" = 4'
HORIZ. SCALE: 1" = 20'



SECTION I-I'
VERT. SCALE: 1" = 4'
HORIZ. SCALE: 1" = 20'

NORTH

SCALE: 1" = 40'

0' 40' 80'

NO.	DATE	DESCRIPTION
1	03/20/2026	REVISED PER CITY PSP RAI 1

REVISION BLOCK

MICHAEL O. FLORA, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 79415
03/20/2026
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL O. FLORA, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DESIGNED BY:	DRAWN BY:	CHECKED BY:
MF	JV	AM

SLOAN
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150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
REGISTRY # 26247

CLIENT: COLE VALLEY PARTNERS

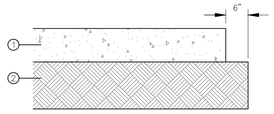
PROJECT: 16 NOLTE LOT 5

CROSS SECTIONS

2040 NOLTE ROAD, ST. CLOUD, 34772

PROJECT NO.	SHEET
3005	C600

\\Sloan-FS1\Orange\Engineering\3005-Cole Valley Partners-Nolte Road-St. Cloud\cad\3005-Base.dwg, Sections, 3/17/2026 11:39:38 AM, mflora, DWG To PDF.pc3, 1:1

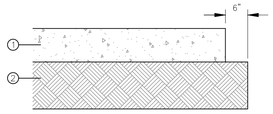


1. 6" 3,000 PSI CONCRETE
2. 24" EXISTING SANDS OR CLEAN FINE SAND FILL (SP); LBR 40 (MINIMUM); COMPACTED TO 98% AASHTO T180 METHOD D.

CONCRETE PAVEMENT SECTIONS SHOULD INCLUDE ADEQUATE SAWCUTS, EXPANSION JOINTS, AND REINFORCEMENT IN ACCORDANCE WITH PORTLAND CEMENT ASSOCIATION (PCA) DESIGN GUIDELINES FOR RIGID PAVEMENTS. SAWCUT PATTERNS SHOULD GENERALLY BE SQUARE OR RECTANGULAR BUT NEARLY SQUARE, AND EXTEND TO A DEPTH EQUAL TO A QUARTER OF THE SLAB THICKNESS.

TYPICAL STANDARD DUTY CONCRETE PVMT DETAIL (ADA PARKING & DRIVE-THRU)

NTS

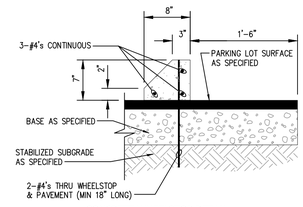


1. 8" 3,000 PSI CONCRETE
2. 24" EXISTING SANDS OR CLEAN FINE SAND FILL (SP); LBR 40 (MINIMUM); COMPACTED TO 98% AASHTO T180 METHOD D.

CONCRETE PAVEMENT SECTIONS SHOULD INCLUDE ADEQUATE SAWCUTS, EXPANSION JOINTS, AND REINFORCEMENT IN ACCORDANCE WITH PORTLAND CEMENT ASSOCIATION (PCA) DESIGN GUIDELINES FOR RIGID PAVEMENTS. SAWCUT PATTERNS SHOULD GENERALLY BE SQUARE OR RECTANGULAR BUT NEARLY SQUARE, AND EXTEND TO A DEPTH EQUAL TO A QUARTER OF THE SLAB THICKNESS.

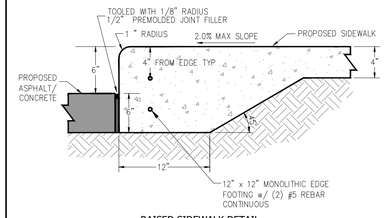
TYPICAL HEAVY DUTY CONCRETE PAVEMENT DETAIL (LOADING & DUMPSTER)

NTS



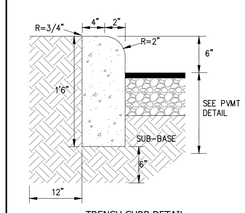
CONCRETE WHEELSTOP DETAIL

NTS



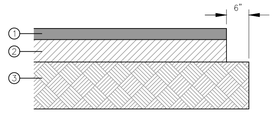
RAISED SIDEWALK DETAIL

NTS



TRENCH CURB DETAIL

NTS



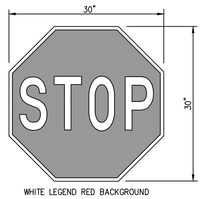
1. 1.5" TYPE "SP-9.5" ASPHALTIC CONCRETE; TRAFFIC LEVEL C; LAYER THICKNESS 1.0" TO 1.5"; RAP WILL BE APPROVED BY THE EOR IN COMPLIANCE WITH FDOT SPECIFICATIONS, SECTION 334; BINDER COURSE TO BE APPLIED PER FDOT SPECIFICATION, SECTION 334-2.
2. 6" LIMEROCK (MIN LBR 100); COMPACTED 98% AASHTO T180 METHOD "D"; ALTERNATIVE: 8" CRUSHED CONCRETE; COMPACTED 98% AASHTO T180 METHOD "D"
3. 12" TYPE "B" STABILIZATION PER FDOT SPECIFICATION 160; LBR 40 (MINIMUM); COMPACTED TO 98% AASHTO T180. NOTE, IF EXISTING MATERIAL IS ANTICIPATED TO MEET THE REQUIREMENTS ABOVE THEN TESTING SHALL BE SUBMITTED TO THE EOR FOR VERIFICATION.

STRUCTURAL NUMBER CALCULATION:

1.5" x 0.44 = 0.66
6.0" x 0.18 = 1.08
12.0" x 0.08 = 0.96
2.70

TYPICAL STANDARD DUTY ASPHALT PAVEMENT DETAIL (PARKING & DRIVE AISLES)

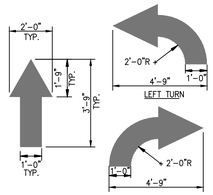
NTS



WHITE LEGEND RED BACKGROUND

TYPICAL STOP SIGN DETAIL

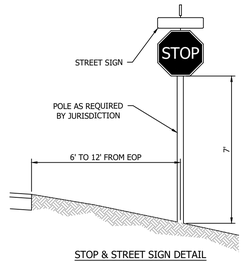
NTS



NOTE:
ALL TRAFFIC FLOW ARROWS TO BE SOLID WHITE REFLECTIVE TRAFFIC PAINT PER DIMENSIONS ABOVE. SEE FDOT STANDARD PLANS FOR STRIPING ON STATE HIGHWAYS.

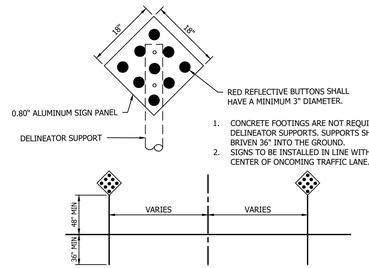
TYPICAL ARROW DETAIL

NTS



STOP & STREET SIGN DETAIL

N.T.S.



F.D.O.T. INDEX 17349 CASE II (RED REFLECTIVE BUTTONS)

TRAFFIC BARRICADE DETAIL

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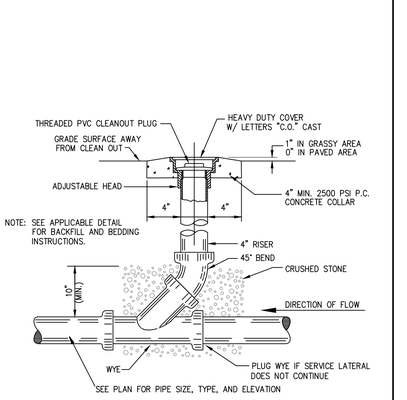
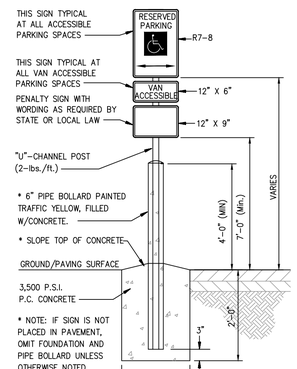


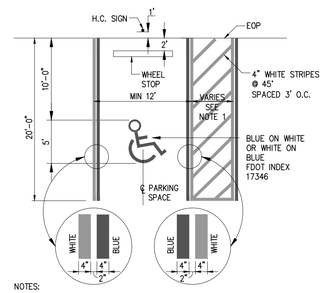
TYPICAL CLEANOUT DETAIL

NTS



ACCESSIBLE PARKING SIGN DETAIL

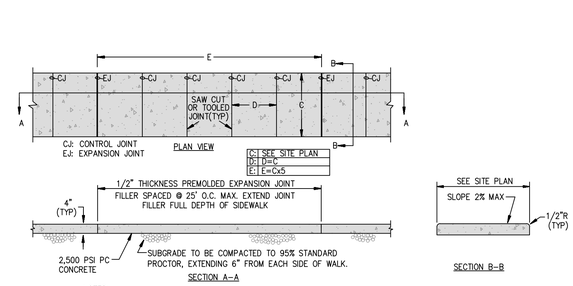
NTS



NOTES:
1. STRIPED ACCESS IS 5' MINIMUM FOR STANDARD HC STALLS AND 8' MINIMUM FOR VAN STALLS. SEE PLANS FOR DIMENSIONS.
2. SLOPE IN STALLS SHALL NOT EXCEED 2.0% IN ANY DIRECTION WITHIN HC STRIPING.
3. ALL STRIPING TO ADHERE TO A.D.A. AND THE FL ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.

ADA PARKING DETAIL

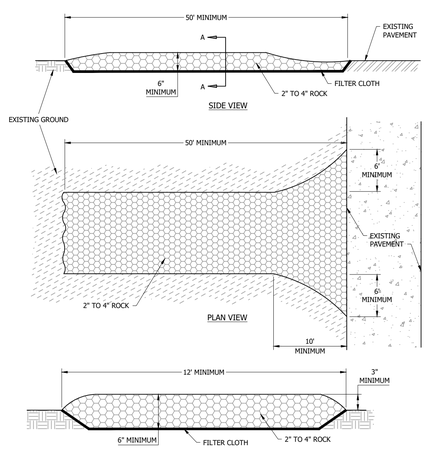
NTS



NOTES:
1. INSTALL 1/2" EXPANSION JOINT MATERIAL AT AREAS WERE PROPOSED SIDEWALK ABUTS EXISTING SIDEWALK, CURBS, AND/OR STRUCTURE. JOINT MATERIAL TO MEET ASTM D994 OR D1751.
2. CONTROL JOINTS TO BE 1/4 THE DEPTH OF THE CONCRETE.
3. EXPANSION JOINTS TO EXTEND THE FULL WIDTH OF THE SIDEWALK.

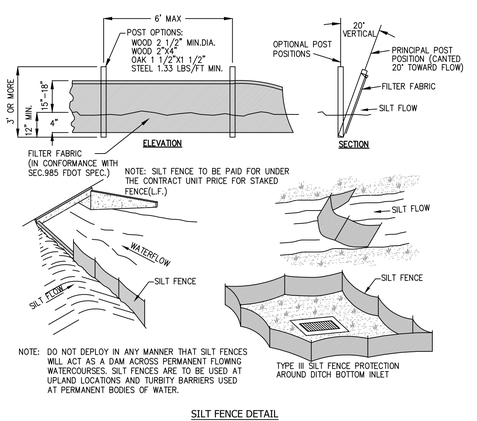
TYPICAL SIDEWALK DETAIL

NTS



SOIL TRACKING PREVENTION DEVICE

NTS



SILT FENCE DETAIL

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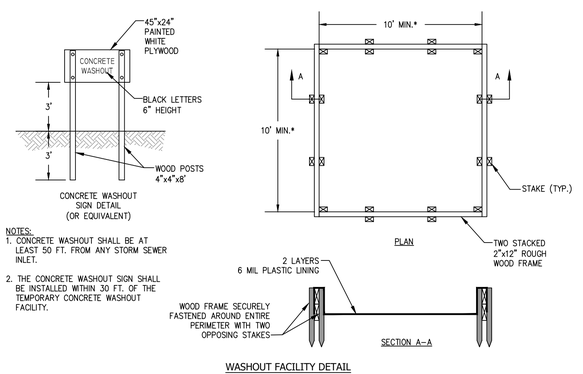


WASHOUT FACILITY DETAIL

NTS

NO.	DATE	DESCRIPTION

REVISION BLOCK

MICHAEL O. FLORA, P.E.
SENIOR ENGINEER
PROFESSIONAL ENGINEER
LICENSE NO. 79115
STATE OF FLORIDA
03/20/2026
Michael O. Flora, P.E. Digitally signed by Michael O. Flora, P.E. Date: 2026.03.20 11:39:52 -04'00'
Adobe Acrobat version: 2025.001.20601
NOT VALID UNLESS DIGITALLY SIGNED AND SEALED

DESIGNED BY:	DRAWN BY:	CHECKED BY:
MF	IV	AM

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 · FAX: (863) 800-1159
REGISTRY # 26247

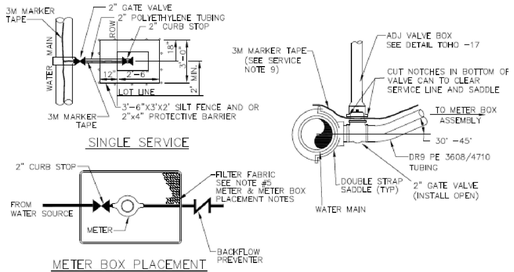
CLIENT: COLE VALLEY PARTNERS
PROJECT: 16 NOLTE LOT 5

SITE DETAILS

2040 NOLTE ROAD, ST. CLOUD, 34772

PROJECT NO.	SHEET
3005	C701

\\Sloan-FS1\Orange\Engineering\3005-Cole Valley Partners-Nolte Road-St. Cloud\cad\3005-Base.dwg, Site Details, 3/17/2026 11:39:52 AM, mflora, DWG To PDF.pc3, 1:1



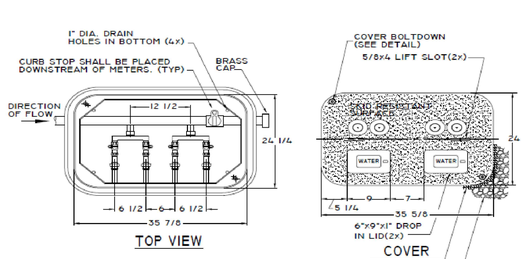
SERVICE NOTES:

1. GATE VALVES SHALL BE RESILIENT WEDGE, CAST IRON, EPOXY COATED, THREADED WITH 2" OPERATING NUT.
2. CURB STOPS SHALL BE LOCKING TYPE, STRAIGHT BALL VALVE, NO LEAD BRASS. 1.5" AND 2" SHALL BE 2 BOLT FLANGE METER CONNECTION, 3" AND 1' SHALL BE SWIVEL METER NUT CONNECTION.
3. METER COUPLINGS SHALL NOT BE USED.
4. SERVICE LINE SHALL BE CONTINUOUS, NO FITTINGS ARE PERMITTED ON THE POLY LINE BETWEEN THE GATE VALVE AND THE CURB STOP OR BETWEEN THE GATE VALVE AND THE WYE.
5. NO CURB STOPS OR WYES SHALL BE INSTALLED UNDER AN IMPERVIOUS SURFACE.
6. SERVICE SHALL NOT TERMINATE UNDER AN IMPERVIOUS SERVICE OR UNDER ANY STRUCTURE.
7. SERVICE TAPS SHALL BE A MINIMUM OF 18" FROM JOINTS, FITTINGS, OR OTHER TAPS ON THE MAIN.
8. SERVICE TUBING SHALL BE POLYETHYLENE DR9, 200PSI, BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER.
9. PLACE APPROVED 3M MARKER TAPE TO THE CURB STOP(S) TIED TO THE MARKER TAPE AT THE MAIN.
10. SERVICE LINES SHALL BE MARKED IN THE CURB OR SIDEWALK IMMEDIATELY ADJACENT TO PARKING SPACES WITH A 3" TALL "W" FOR WATER OR A 3" TALL "R" FOR REUSE.
11. THIS DETAIL IS INTENDED FOR SINGLE OR DOUBLE SERVICE CONNECTIONS ONLY. FOR GROUPS OF 3 – 8 METERS REFER TO TOHO–03.0, TOHO–03.1, AND TOHO–03.2

METER AND METER BOX PLACEMENT NOTES:

1. METERS 3/4" TO 2" ARE PAID FOR BY THE DEVELOPER AND INSTALLED BY TOHO.
2. METER BOX(ES), SERVICE LINES, AND ALL ASSOCIATED APPURTENANCES ARE BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR DEVELOPER.
3. APPROVED BACKFLOW DEVICES ARE REQUIRED ON ALL COMMERCIAL SERVICES AND ARE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR DEVELOPER.
   3.1. RPZ BACKFLOW DEVICES SHALL BE INSTALLED A MINIMUM OF 12' ABOVE THE 100 YEAR FLOOD LEVEL
   3.2. PVB BACKFLOW DEVICES SHALL BE INSTALLED A MINIMUM OF 12" ABOVE THE HIGHEST OUTLET
4. CURB STOP SHALL BE INSTALLED WITH THE OPERATING NUT FACING UP.
5. PLACE FILTER FABRIC UNDER THE METER BOX EXTENDING 1' IN ALL DIRECTIONS. WRAP THE EXCESS AROUND THE SIDES OF THE BOX AND TAPE TIGHT TO THE BOX.
6. NO PLANTINGS, STRUCTURES, OR OTHER UTILITIES, INCLUDING BUT NOT LIMITED TO TELECOM PEDESTALS, ELECTRICAL TRANSFORMERS OR POLES, ETC. SHALL BE INSTALLED WITHIN 36" OF ANY SIDE OF THE METER BOX.
7. BUILDER SHALL MAKE FINAL HORIZONTAL AND VERTICAL ADJUSTMENTS TO METER ASSEMBLY AND BOX
   7.1. METER SHALL BE APPROXIMATELY 7" BELOW FINISHED GRADE AND CENTERED IN THE BOX
   7.2. METER BOXES SHALL BE PERPENDICULAR TO THE CURB OR SIDEWALK
   7.3. TOP OF METER BOX SHALL BE FLUSH WITH FINISH GRADE
8. METER BOX LID SHALL BE SOLID PLASTIC WITH NO METAL ACCESS DOOR, BLACK FOR WATER, PURPLE FOR REUSE.

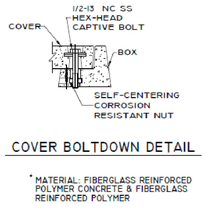
TYPICAL COMMERCIAL WATER SERVICE TOHO–02 2022



NOTES:

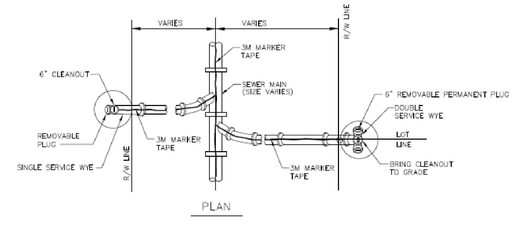
1. THIS DETAIL IS INTENDED FOR GROUPS OF 3 TO 4 – 3" METERS.
2. SEE TYPICAL RESIDENTIAL WATER SERVICE DETAIL TOHO–01 FOR ADDITIONAL REQUIREMENTS.
3. CURB STOP SUPPLIED INSIDE THE VAULT SHALL BE PLACED ON THE DOWNSTREAM SIDE OF THE INTERIOR MANIFOLD.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING METER VAULTS ARE PROPERLY ORIENTED PER THE TOHO APPROVED DRAWINGS AND DETAILS.
5. VAULT SHALL BE SET TO SOD GRADE.
6. ALL PIPE AND FITTINGS INSIDE THE VAULT SHALL BE NO LEAD BRASS.
7. METER VAULTS MUST BE ORDERED WITH THE APPROPRIATE METER SIZE(S) SPECIFIED. NO ALTERATIONS TO THE INTERIOR MANIFOLD ARE PERMITTED AFTER DELIVERY.
8. CURB STOP ON 2" WATER SERVICE SHALL BE INSTALLED WITH THE OPERATING NUT FACING UP.
9. PLACE #57 STONE A MINIMUM OF 6" DEEP EXTENDING 1' BEYOND ALL EDGES OF THE VAULT. PLACE FILTER FABRIC UNDER THE VAULT ABOVE THE #57 STONE EXTENDING 1' BEYOND ALL EDGES.
10. PLACE APPROVED 3M MARKER TAPE TO THE CURB STOP AND TIED INTO THE TAPE AT THE MAIN.

3 – 4 METER VAULT DETAIL TOHO 03.0 2022



COVER BOLTDOWN DETAIL

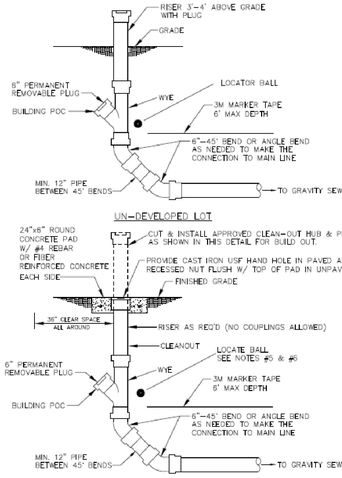
* MATERIAL: FIBERGLASS REINFORCED POLYMER CONCRETE & FIBERGLASS REINFORCED POLYMER



NOTES:

1. ALL RESIDENTIAL AND COMMERCIAL LATERALS SHALL BE 6".
2. THE SINGLE 6" RISER DENOTES THE END OF TOHO'S MAINTENANCE RESPONSIBILITY.
3. THE SINGLE 6" TOHO CLEANOUT SHALL BE PLACED ON THE LOT LINE AND WITHIN 24" OF THE RIGHT–OF–WAY LINE.
4. NO CLEANOUTS SHALL BE PLACED WITHIN A RIGHT–OF–WAY OR IN A SIDEWALK.
5. LATERALS SHALL NOT EXCEED 100' FROM THE MAIN TO TOHO'S CLEANOUT.
6. CONNECTIONS TO THE TOHO CLEANOUT'S VERTICAL STANDPIPE ARE NOT PERMITTED.
7. FITTINGS USED SHALL NOT EXCEED 45 DEGREES. A MINIMUM OF 12" OF PIPE IS REQUIRED BETWEEN ALL FITTINGS.
8. THE SERVICE WYE ON THE 6" VERTICAL STANDPIPE SHALL BE BETWEEN 18" AND 48" FROM FINISHED GRADE.
9. NO PLANTINGS, STRUCTURES, OR OTHER UTILITIES, INCLUDING BUT NOT LIMITED TO TELECOM PEDESTALS, ELECTRICAL TRANSFORMERS OR POLES, OR OTHER CLEANOUTS USED FOR TESTING PURPOSES SHALL BE INSTALLED WITHIN 36" OF ANY SIDE OF THE TOHO CLEANOUT.
10. PLACE TOHO APPROVED 3M MARKER TAPE FROM THE MAIN TO THE SINGLE OR DOUBLE SERVICE WYE.
    10.1. TAPE SHALL BE BURIED NO DEEPER THAN 6'.
    10.2. IF MARKER TAPE IS INSTALLED MORE THAN 18" ABOVE A LATERAL DUE TO DEPTH OF THE PIPE, ADDITIONAL TOHO APPROVED WARNING TAPE SHALL BE REQUIRED 12" – 18" ABOVE THE PIPE.
11. PROVIDE TOHO APPROVED LOCATE BALLS AT ALL SINGLE AND DOUBLE SERVICE WYES.
12. SEE SANITARY CLEANOUT DETAIL TOHO–06 FOR ADDITIONAL NOTES AND REQUIREMENTS.

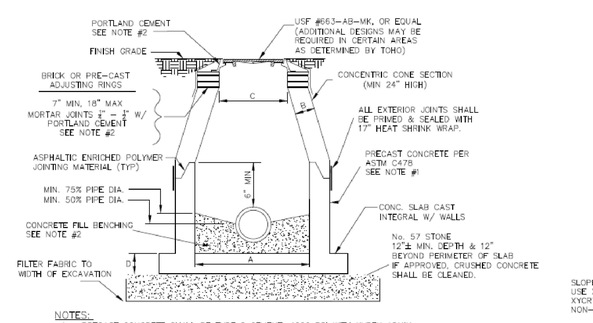
SANITARY SEWER LATERAL TOHO–05 2022



NOTES:

1. SITE CONTRACTOR SHALL LEAVE THE CLEANOUT RISER 3' – 4' ABOVE FINISHED GRADE AT LOT BUILD OUT. THE RISER SHALL BE CUT AND CAPPED WITH A CLEANOUT HUB AND CAP INSTALLED IN A CONCRETE PAD SET FLUSH WITH FINISH GRADE.
2. CLEANOUT CAPS SHALL HAVE BE SLOTTED OR HAVE A RECESSED NUT.
3. LATERALS SHALL BE MARKED WITH A 3" HIGH "S" IN THE CURB OR SIDEWALK ADJACENT TO A PARKING SPACE WHERE THE LATERAL CROSSES THE CURB OR SIDEWALK.
4. NO PLANTINGS, STRUCTURES, OR OTHER UTILITIES, INCLUDING BUT NOT LIMITED TO TELECOM PEDESTALS, ELECTRICAL TRANSFORMERS OR POLES, OR OTHER CLEANOUTS USED FOR TESTING PURPOSES SHALL BE INSTALLED WITHIN 36" OF ANY SIDE OF THE TOHO CLEANOUT.
5. PROVIDE TOHO APPROVED LOCATE BALLS AT ALL SINGLE AND DOUBLE SERVICE WYES.
6. PLUMBER SHALL CONNECT TO SERVICE WYE WITH GASKETED PUSH FITTING ONLY. GLUE OR NON GASKETED FITTINGS SHALL NOT BE PERMITTED.
7. SEE SANITARY SEWER LATERAL DETAIL TOHO–05 FOR ADDITIONAL NOTES AND REQUIREMENTS

SANITARY CLEANOUT TOHO–06 2022



NOTES:

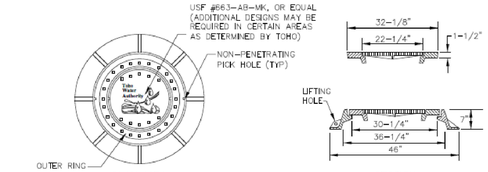
1. PRECAST CONCRETE SHALL BE TYPE 2 CEMENT, 4000 PSI WITH XYPEX ADMIX C–1000 RED, XYPEX XYCRYLIC ADMIX, OR APPROVED EQUAL.
2. ALL PORTLAND CEMENT, GROUT, OR CONCRETE FILL USED INSIDE OR OUTSIDE OF A NON–POLYMER MANHOLE SHALL REQUIRE XYPEX C–1000 RED, XYPEX XYCRYLIC ADMIX OR APPROVED EQUAL.
3. ALL OPENINGS, CHIPS, LIFT HOLES, ETC. SHALL BE SEALED WITH PORTLAND CEMENT WITH XYPEX ADMIX C–1000 RED, XYPEX XYCRYLIC ADMIX, OR APPROVED EQUAL.
4. LIFT HOLES ARE NOT PERMITTED THROUGH PRECAST SECTIONS.
5. REINFORCING STEEL PER ASTM C478 (MOST RECENT EDITION) SHALL BE REQUIRED.
6. DESIGNS MUST MINIMUM OF 50% UNINTERRUPTED WALL AREA ON ANY HORIZONTAL PLANE AND A MINIMUM OF 12" BETWEEN WALL PENETRATIONS.
7. CONCENTRIC FLAT SLAB TRANSITIONS TO THE CONE SECTION ARE ALLOWED AT THE DISCRETION OF TOHO.
8. SERVICE LATERALS SHALL BE PERMITTED DIRECTLY INTO MANHOLES MATCHING THE CROWN ELEVATION OF THE OUTFLOW PIPE ONLY. DROPS OR FILLETED FLUMES ARE NOT PERMITTED FOR LATERALS.
9. THIS DETAIL SHALL NOT APPLY TO THE FOLLOWING MANHOLES. REFERENCE THE POLYMER MANHOLE DETAIL TOHO–07.1 FOR ADDITIONAL REQUIREMENTS:
   9.1. MANHOLES 12' OR DEEPER
   9.2. MANHOLES THAT RECEIVE FORCE MAINS
   9.3. MANHOLES WITH DROP CONNECTIONS
   9.4. MANHOLES WITHIN 400' UPSTREAM OR DOWNSTREAM OF 9.2 OR 9.3 ABOVE
10. WHERE MANHOLES ARE NOT IN PAVED AREAS OR COMPLETELY PROTECTED FROM VEHICULAR TRAFFIC, A CONCRETE COLLAR PER TOHO–26 SHALL BE REQUIRED

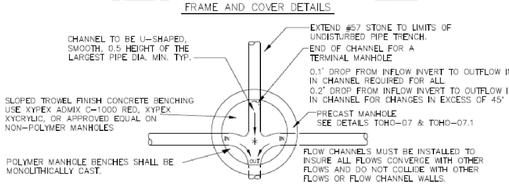
M.H. DEPTH	A*	B	C	D
UP TO 11.99'	48"	6"	36"	8"
>12', < 15'	60"	8"	36"	10"

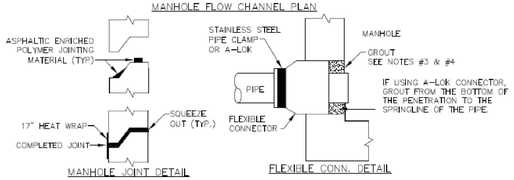
* MH'S 12' OR DEEPER ONLY ALLOWED ON CASE–BY–CASE BASIS W/ EXECUTIVE DIRECTOR APPROVAL.

MANHOLE SIZE:
(UP TO 12" PIPE = 48" ø), (UP TO 24" PIPE = 60" ø), (OVER 24" PIPE = 72" ø).

STANDARD MANHOLE TOHO–07 2022



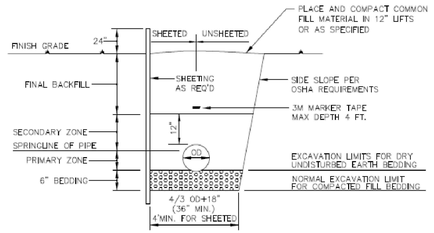




NOTES:

1. ALL EXTERIOR JOINTS SHALL BE CLEANED, PRIMED, AND SEALED WITH 17" HEAT SHRINK WRAP.
2. EXCESS JOINT COMPOUND SHALL BE TRIMMED FROM INTERIOR WALLS.
3. ALL PORTLAND CEMENT, GROUT, OR CONCRETE FILL USED INSIDE NON–POLYMER MANHOLES OR OUTSIDE OF NON–POLYMER AND POLYMER MANHOLES SHALL REQUIRE XYPEX XYCRYLIC ADMIX OR EQUAL.
4. ALL PORTLAND CEMENT, GROUT, OR CONCRETE FILL USED INSIDE POLYMER MANHOLES SHALL REQUIRE POLYMER GROUT AS SPECIFIED BY THE MANHOLE PRECASTER.
5. A–LOK CONNECTORS SHALL BE GROUTED FROM THE SPRINGLINE OF THE PIPE DOWN.
6. CONCENTRIC FLAT SLAB TRANSITIONS TO THE CONE SECTION SHALL BE APPROVED BY TOHO ON A CASE–BY–CASE BASIS.
7. CONNECTIONS TO BRICK MANHOLES SHALL BE COMPLETED UTILIZING SDR35 OR SDR 26 SAND COLLAR(S) AND 4,000PSI CONCRETE WITH XYPEX XYCRYLIC ADMIX OR EQUAL.

MISCELLANEOUS MANHOLE DETAILS TOHO–08 2022

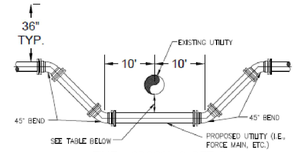


SEE TOHO STANDARDS & SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

NOTES:

1. BEDDING SHALL BE #57 STONE IF PIPE BEDDING IS YIELDING.
2. PRIMARY & SECONDARY ZONES SHALL BE INDIMDUALLY COMPACTED LAYERS OF CLEAN FILL.
3. COMPACTION OF BACKFILL BENEATH PAVEMENT SHALL BE 98% OF AASHTO T–180, ALL OTHER AREAS SHALL BE 95% OF AASHTO T–180 UNLESS OTHERWISE REQUIRED BY AN AUTHORITY HAVING JURISDICTION.
4. PLACE APPROVED 3M MARKER TAPE OR EQUAL DIRECTLY ABOVE THE CENTERLINE OF THE PIPE.
   4.1. TAPE SHALL BE 12"–18" ABOVE THE PIPE
   4.2. TAPE SHALL NOT EXCEED 6' DEPTH
   4.3. IF TOP OF PIPE IS GREATER THAN 7' DEEP, AN ADDITIONAL LAYER OF WARNING TAPE SHALL BE PROVIDED 12"–18" OVER THE PIPE AND THE MARKER TAPE SHALL BE PLACED AT A DEPTH OF 4'–5'
5. SLOPES, BENCHING, OR SHORTING SHALL BE PER OSHA REQUIREMENTS

TYPICAL PIPE TRENCH SECTION TOHO–14 2022



UTILITY CROSSING DETAIL

NOTES:
1. PIPE RESTRAINTS SHALL BE PER THE THRUST RESTRAINT DETAIL TOHO–19 AND THE RESTRAINED JOINT TABLE TOHO–20.
2. THE TABLE BELOW OUTLINES MINIMUM SEPARATIONS; ADDITIONAL SEPARATION DISTANCES BASED ON PIPE SIZE(S) AND LOCATION MAY BE REQUIRED AT TOHO'S DISCRETION.

PROPOSED UTILITY	MINIMUM HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS							
	POTABLE WATER		RECLAIMED WATER		SANITARY SEWER (GRAVITY & F.M.)		STORM DRAIN	
	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.
POTABLE WATER	3'	6"	3'	12"	6' ALLOWED 10' PREFERRED	12"	3'	12"
RECLAIMED WATER	3'	12"	12"	6"	3'	12"	3'	6"
SANITARY SEWER	6' ALLOWED 10' PREFERRED	12"	3'	12"	3'	6"	3'	6"

1. THIS TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN F.O.E.P. RULES OF THE FLORIDA ADMINISTRATION CODE (F.A.C.) AND TOHO'S SEPARATION REQUIREMENTS TO FACILITATE FUTURE MAINTENANCE. THESE REQUIREMENTS SHALL APPLY BETWEEN PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES.
2. RECLAIMED WATER IS DEFINED AS UNRESTRICTED PUBLIC ACCESS REUSE WATER AS DEFINED BY F.A.C. 17–610. OTHER TYPES OF RECLAIMED WATER ARE CONSIDERED RAW SEWAGE AND SEPARATIONS LISTED FOR SANITARY SEWER SHALL APPLY.
3. ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE UNLESS OTHERWISE SPECIFIED. ACCEPTABLE VARIANCES:
   3.1. AT TOHO'S DISCRETION, THE HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY SANITARY SEWER MAINS MAY BE REDUCED TO 3' WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6" ABOVE THE TOP OF THE SEWER MAIN.
   3.2. AT TOHO'S DISCRETION THE VERTICAL SEPARATION FOR WATER MAINS AND STORM SEWER MAINS OR GRAVITY SEWER MAINS MAY BE REDUCED TO 6" IF THE WATER MAIN IS LOCATED ABOVE THE STORM SEWER OR GRAVITY SEWER MAIN(S).
4. WHERE POTABLE WATER AND SANITARY SEWER MAINS OR RECLAIM WATER MAINS CROSS, THE WATER MAIN SHALL BE CENTERED ON THE CROSSING. ALL WATER MAIN JOINTS SHALL BE AT LEAST 6' AWAY FROM ALL SEWER OR RECLAIM JOINTS AND AT LEAST 3' AWAY FROM ALL STORM SEWER JOINTS.
5. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER OR STORM MANHOLE, STRUCTURE, OR PIPE.
6. IF 36" MINIMUM DEPTH OF COVER IS NOT MAINTAINED, SPECIAL PROTECTION OR PIPE MATERIAL UPGRADE MAY BE REQUIRED AT THE DIRECTION OF TOHO.

PIPING CLEARANCES TOHO–16 2022

REVISION BLOCK

NO.	DATE	DESCRIPTION
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MICHAEL O. FLORIK, P.E. FLORIDA LICENSED PROFESSIONAL ENGINEER LICENSE NO. 73915 STATE OF FLORIDA — 03/20/2026 — NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED ENGINEER

DESIGNED BY:	DRAWN BY:	CHECKED BY:
MF	IV	AM

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3946 · FAX: (863) 800-1159
REGISTRY #26247

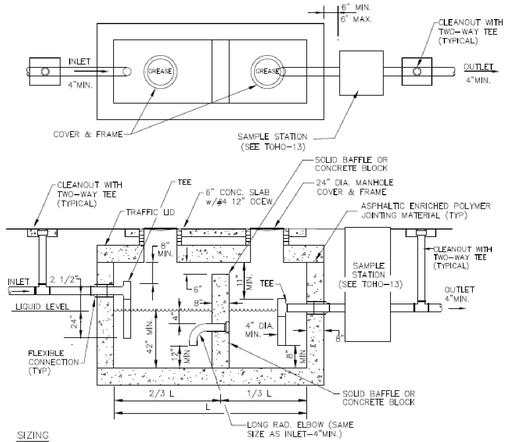
CLIENT: COLE VALLEY PARTNERS
PROJECT: 16 NOLTE LOT 5

UTILITY DETAILS

2040 NOLTE ROAD, ST. CLOUD, 34772

PROJECT NO.	SHEET
3005	C801

\\Sloan-FS1\Orange\Engineering\3005-Cole Valley Partners-Nolte Road-St. Cloud\Cad\3005 Base.dwg, Utility Details, 3/17/2026 11:39:53 AM, mflorik, DWG To PDF.pc3, 1:1

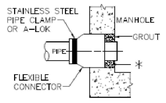


SIZING

*750 GALLON MINIMUM LIQUID CAPACITY (42" LIQUID DEPTH)
SIZING SHALL BE PER SECTION 20.6 OF TOHO WATER AUTHORITY SPECIFICATIONS.

NOTES:

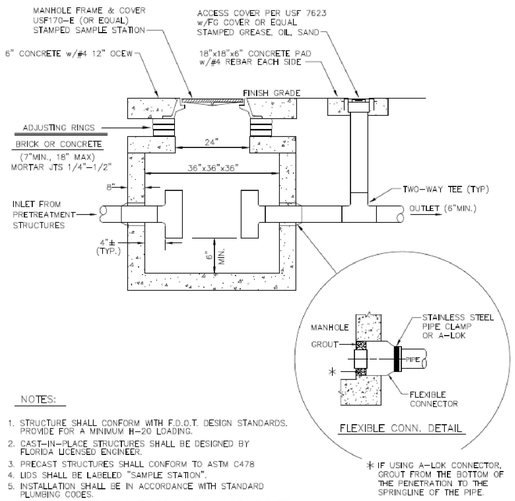
1. STRUCTURE SHALL CONFORM WITH F.D.O.T. DESIGN STANDARDS. PROVIDE FOR A MINIMUM H-20 LOADING.
2. CAST-IN-PLACE STRUCTURES SHALL BE DESIGNED BY FLORIDA LICENSED ENGINEER.
3. PRECAST STRUCTURES SHALL CONFORM TO ASTM C478
4. GREASE TRAP SHALL BE 2 COMPARTMENT TYPE WITH 1/3-2/3 SPLIT.
5. LIDS SHALL BE LABELED "GREASE".
6. INSTALLATION SHALL BE IN ACCORDANCE WITH STANDARD PLUMBING CODES.
7. INLET AND OUTLET PIPING REQUIRE A TWO-WAY CLEANOUT TEE.
8. CLEAN-OUTS SHALL BE PROVIDED BETWEEN ALL STRUCTURES WHERE MULTIPLE INTERCEPTORS ARE INSTALLED IN SERIES.
9. SAMPLE STATION SHALL BE INSTALLED DOWNSTREAM OF THE FINAL INTERCEPTOR WHERE MULTIPLE INTERCEPTORS ARE INSTALLED.
10. A-LOK CONNECTORS SHALL BE GROUTED FROM SPRINGLINE OF PIPE DOWN ONLY.



FLEXIBLE CONN. DETAIL

* IF USING A-LOK CONNECTOR, GROUT FROM THE BOTTOM OF THE PENETRATION TO THE SPRINGLINE OF THE PIPE.

GREASE INTERCEPTOR TOHO-12 2022

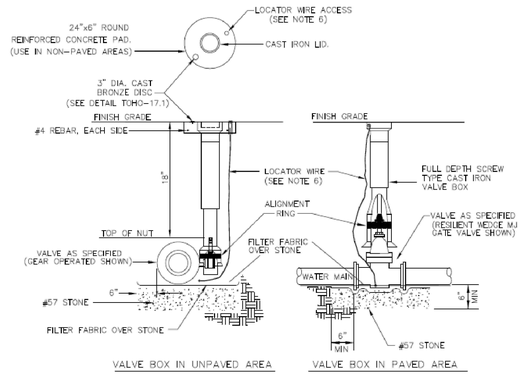


NOTES:

1. STRUCTURE SHALL CONFORM WITH F.D.O.T. DESIGN STANDARDS. PROVIDE FOR A MINIMUM H-20 LOADING.
2. CAST-IN-PLACE STRUCTURES SHALL BE DESIGNED BY FLORIDA LICENSED ENGINEER.
3. PRECAST STRUCTURES SHALL CONFORM TO ASTM C478
4. LIDS SHALL BE LABELED "SAMPLE STATION".
5. INSTALLATION SHALL BE IN ACCORDANCE WITH STANDARD PLUMBING CODES.
6. INLET AND OUTLET PIPING REQUIRE A TWO-WAY CLEANOUT TEE.
7. SAMPLE STATION SHALL BE PLACED DOWNSTREAM OF ALL PRETREATMENT STRUCTURES.
8. A-LOK CONNECTORS SHALL BE GROUTED FROM SPRINGLINE OF PIPE DOWN ONLY.

* IF USING A-LOK CONNECTOR, GROUT FROM THE BOTTOM OF THE PENETRATION TO THE SPRINGLINE OF THE PIPE.

SAMPLE STATION TOHO-13 2022



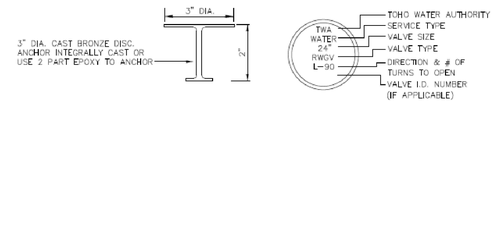
VALVE BOX IN UNPAVED AREA

VALVE BOX IN PAVED AREA

NOTES:

1. #57 STONE BEDDING SHALL BE REQUIRED A MINIMUM DEPTH OF 6" BELOW ALL VALVES. PLACE FILTER FABRIC OVER STONE PRIOR TO SETTING VALVE
2. MAINTAIN A MINIMUM HORIZONTAL SEPARATION OF 3' FROM ALL PLANTINGS, STRUCTURES, OTHER UTILITY FIXTURES, ETC. AROUND ALL VALVES.
3. OPERATING NUT SHALL BE BOLTED, SHEER PINS ARE NOT PERMITTED
4. WHERE THE OPERATING NUT CANNOT BE SET AT A MAXIMUM DEPTH OF 18", A BOLT ON VALVE NUT RISER SHALL BE REQUIRED
5. FULL DEPTH CAST IRON SCREW TYPE ADJUSTABLE VALVE BOXES ARE REQUIRED. PVC OR DIP EXTENSIONS/RISERS SHALL NOT BE PERMITTED
6. LOCATOR WIRE ACCESS FOR DIRECTIONAL BORE OR JACK AND BORE APPLICATIONS:
   - 6.1. IN UNPAVED AREAS USE 2" SCH80 PVC, FEMALE ADAPTER COUPLING AND 2" BRASS PLUG W/ RECESSED NUT SET IN THE VALVE PAD
   - 6.2. IN PAVED AREAS TERMINATE THE LOCATE WIRE INSIDE THE TOP PORTION OF THE VALVE BOX
   - 6.3. PROVIDE A MINIMUM OF 12" OF EXTRA WIRE ABOVE FINISHED GRADE
7. PRIVATELY MAINTAINED WATER SYSTEMS SHALL HAVE 'PRIVATE' STAMPED ON THE BRONZE DISC
8. DEDICATED FIRE LINES SHALL HAVE 'FIRE' STAMPED ON THE BRONZE DISC AND THE VALVE COVER SHALL BE PAINTED RED

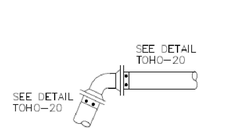
VALVE AND BOX DETAILS TOHO-17 2022



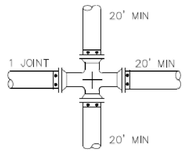
NOTES:

1. WHERE A VALVE FALLS WITHIN A PAVED AREA, THE BRONZE DISC SHALL BE PLACED BY THE CONTRACTOR AT THE DIRECTION OF TOHO BASED ON SITE FACTORS AND CONSTRAINTS
2. DISCS SHOULD BE SET IN VALVE PADS DURING CONSTRUCTION OF THE PAD
3. IF EPOXY IS USED TO SET A DISC THE ANCHOR MUST REMAIN AND A HOLE SHALL BE DRILLED IN THE PAD AND FILLED WITH EPOXY PRIOR TO SETTING THE DISC

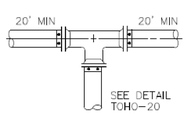
VALVE ID TAG TOHO-17.1 2022



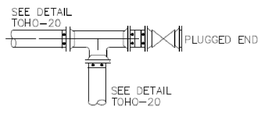
BENDS



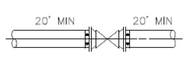
CROSS



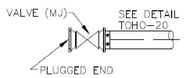
TEE



TEE AND VALVE



IN-LINE VALVE

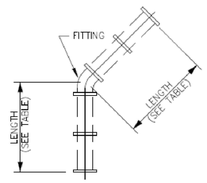


DEAD END
WITH OR WITHOUT BLOW-OFF

NOTES:

1. MECHANICAL PIPE RESTRAINT SYSTEMS SHALL BE REQUIRED. THRUST BLOCKS WILL ONLY BE PERMITTED ON A CASE-BY-CASE BASIS AS DETERMINED BY TOHO
2. ALL MECHANICAL JOINT FITTINGS (TEES, BENDS, CROSSES, ELBOWS, ETC.) AND VALVES SHALL BE RESTRAINED
3. RESTRAIN THRU VALVES

THRUST RESTRAINT TOHO-19 2022



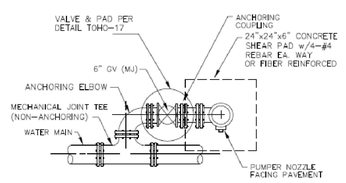
MINIMUM LENGTH (IN FEET) OF RESTRAINED PIPE REQUIRED

PIPE SIZE (DIAMETER IN INCHES)	BENDS										OTHER FITTINGS					
	90°		45°		22 1/2°		11 1/4°		VERTICAL BENDS		DEAD END		CROSS OR VALVE		TEE BRANCH	
	100psi	150psi	100psi	150psi	100psi	150psi	100psi	150psi	100psi	150psi	100psi	150psi	100psi	150psi	100psi	150psi
4"	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	40'	40'	20'	20'	40'	40'
6"	20'	40'	20'	20'	20'	20'	20'	20'	20'		40'	40 60'	20'	20'	40'	40'
8"	20'	40'	20'	20'	20'	20'	20'	20'	40'	40'	40'	80'	20'	20'	40'	40'
12"	40'	40'	20'	20'	20'	20'	20'	20'	40'	60'	60'	100'	20'	20'	40'	40'
14"	40'	60'	20'	20'	20'	20'	20'	20'	40'	60'	80'	120'	20'	20'	40'	40'
16"	40'	60'	20'	20'	20'	20'	20'	20'	40'	60'	80'	120'	20'	20'	40'	60'
20"	40'	60'	20'	40'	20'	20'	20'	20'	60'	80'	100'	160'	20'	20'	40'	80'
24"	60'	80'	20'	40'	20'	20'	20'	20'	60'	80'	120'	180'	20'	20'	40'	100'
30"	60'	80'	40'	40'	20'	20'	20'	20'	80'	100'	140'	200'	20'	20'	60'	140'

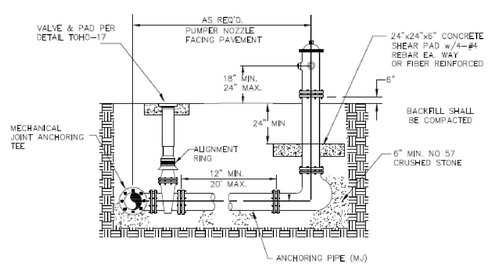
NOTES:

1. THE ABOVE THRUST RESTRAINT TABLE SHALL BE USED FOR THE FOLLOWING TRENCH CONDITIONS:
   MINIMUM 50% SOIL RETAINED ON A NUMBER 200 SIEVE
   MINIMUM 95% COMPACTION, AASHTO T-180
   MINIMUM 3' OF COVER
2. THE ABOVE TABLE SPECIFIES THE LENGTH OF RESTRAINED PIPE SECTIONS REQUIRED, IN EACH DIRECTION OF PIPE ON EXTENDED CENTERLINE OF FITTING (SEE DETAIL Z)
3. WHERE CONDITIONS VARY FROM THE ABOVE TABLE, A FLORIDA REGISTERED PROFESSIONAL ENGINEER MUST DETERMINE THE REQUIRED LENGTH OF OF RESTRAINED PIPE.
4. ALL FITTINGS, VALVES AND RESTRAINED PIPE SHALL BE RESTRAINED WITH TOHO APPROVED MATERIALS

RESTRAINED JOINT TABLE TOHO-20 2022



LIMITED RIGHT-OF-WAY CONDITION

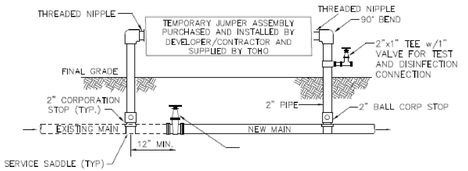


TYPICAL CONDITION

NOTES:

1. HYDRANT SHALL BE SUPPLIED WITHOUT A WEEP HOLE OR WITH A PERMANENTLY PLUGGED WEEP HOLE
2. CLEARANCE BETWEEN BOTTOM OF BOLTS AND FINISH GRADE SHALL BE 6" MINIMUM.
3. CLEARANCE BETWEEN PUMPER NOZZLE CENTER AND FINISH GRADE SHALL BE 18" MINIMUM AND 24" MAXIMUM
4. PLANTING CLEAR AREA(S) SHALL BE PER APPLICABLE FIRE CODE(S)
5. IF HYDRANT IS LOCATED MORE THAN 20 LINEAR FEET FROM THE MAIN, AN ADDITIONAL GATE VALVE SHALL BE REQUIRED IMMEDIATELY UPSTREAM OF THE HYDRANT
6. VALVE, VALVE BOX, & PAD SHALL BE INSTALLED PER VALVE & BOX TOHO-17

FIRE HYDRANT TOHO-26 2022



NOTES:

1. A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE POTABLE AND REUSE WATER MAINS AND PROPOSED WATER AND REUSE MAIN IMPROVEMENTS
2. THE DETAIL ABOVE IS TO BE USED FOR PIGGING, FILLING, FLUSHING, AND PULLING SAMPLES FROM NEW WATER MAINS, UNTIL SUCH TIME AS FDEP HAS CLEARED THE POTABLE WATER MAIN FOR USE OR TOHO HAS CLEARED THE POTABLE OR REUSE MAIN FOR USE IF NO FDEP PERMIT IS REQUIRED, THE JUMPER MUST REMAIN ON AND THE VALVE BETWEEN THE OLD AND NEW SYSTEMS MUST REMAIN CLOSED
3. THE DEVELOPER AND/OR CONTRACTOR WILL PURCHASE THE TEMPORARY JUMPER ASSEMBLY FROM TOHO. ONLY JUMPERS PURCHASED DIRECTLY THRU TOHO ARE ALLOWED
4. THE INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE CONTRACTOR
5. 2" TAPS AND SERVICES UPSTREAM AND DOWNSTREAM OF THE JUMPER ASSEMBLY SHALL BE PER DETAIL TOHO-01
6. GALVANIZED PIPE AND/OR FITTINGS ARE NOT ALLOWED
7. ABANDONED JUMPER CONNECTIONS MUST BE INCLUDED ON THE FINAL RECORD DRAWINGS

TEMPORARY JUMPER CONNECTION TOHO-30 2022

NO.	DATE	DESCRIPTION
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REVISION BLOCK

MICHAEL O. FLORA, P.E. FLORIDA REGISTERED PROFESSIONAL ENGINEER LICENSE NO. 79115 STATE OF FLORIDA — 03/20/2026 — NOT VALID WITHOUT DIGITAL SIGNATURE AND SEALED

DESIGNED BY: MF | DRAWN BY: | CHECKED BY: IV | AM

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 · FAX: (863) 800-1159
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UTILITY DETAILS

2040 NOLTE ROAD, ST. CLOUD, 34772

PROJECT NO.	SHEET
3005	C802

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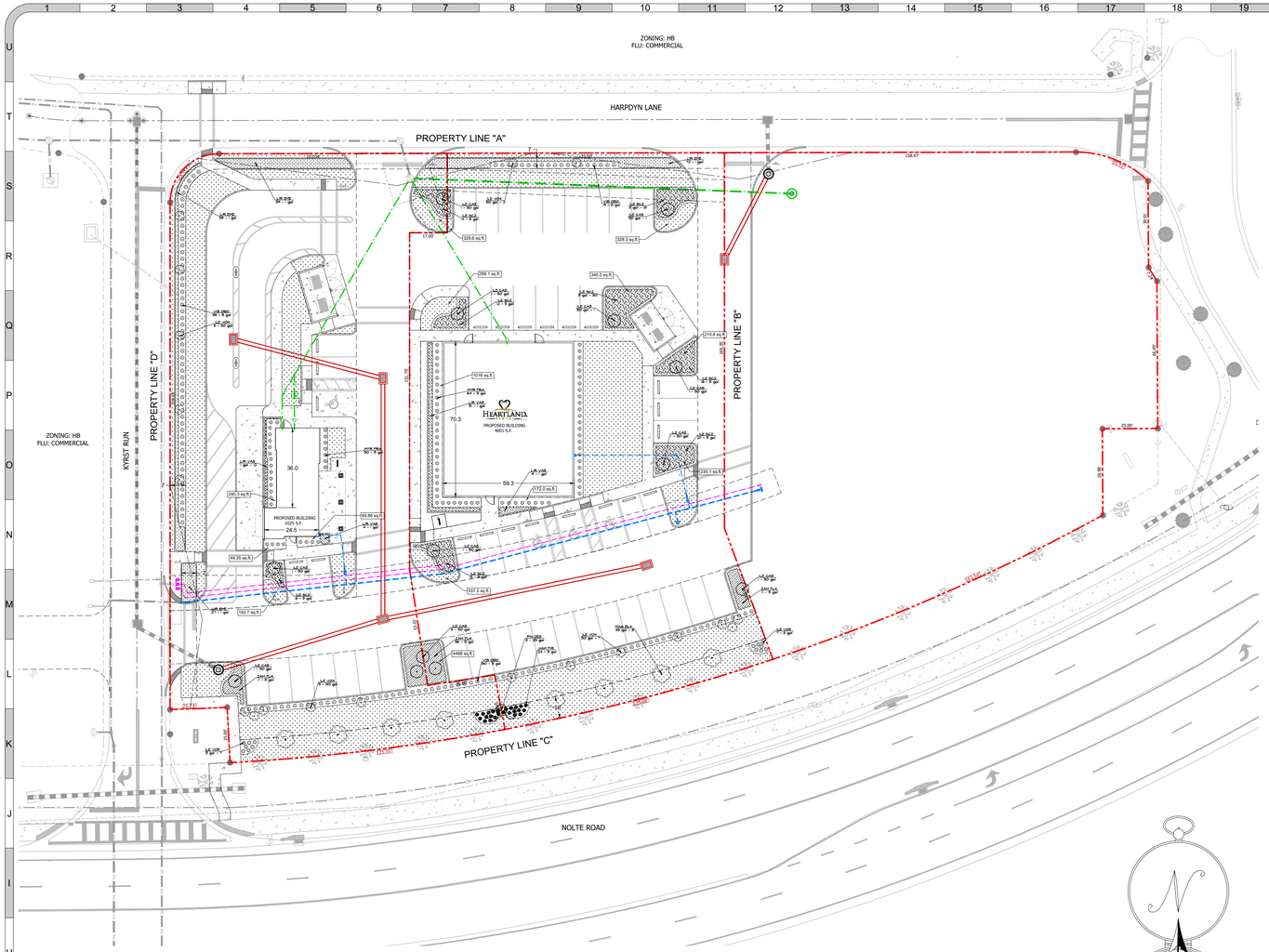


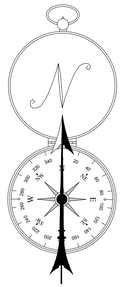
PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	SPREAD	DROUGHT TOLERANCE	NATIVE	QTY
TREES								
	Ilex cassine / Dahoon Holly	30 gal	2.5"Cal	10' oa	48" spr		Yes	13
	Ilex vomitoria / Yaupon Holly (Multi-Trunk)	30 gal	2"Cal	6' oa	36"	High	Yes	19
	Magnolia grandiflora 'D.D. Blanchard' TM / Southern Magnolia	45 gal	3"Cal	12' oa	42" spr		Yes	8
	Pinus elliotti 'Densa' / Slash Pine	25 gal	2"Cal	10' oa	36"	High	Yes	3

SYMBOL	BOTANICAL / COMMON NAME	CONTAINER	NATIVE	HEIGHT	SPREAD	DROUGHT TOLERANCE	QTY
SHRUBS							
	Hamelia patens / Firebush	3 gal	Yes	14"			24
	Ilex vomitoria / Yaupon Holly	3 gal	Yes	18"	12"	High	14
	Myrcianthes fragrans / Simpson's Stopper	3 gal	Yes	18"		High	94
	Viburnum obovatum / Walter's Viburnum	3 gal	Yes	18"		High	154

SYMBOL	BOTANICAL / COMMON NAME	CONT	FIELD2	FIELD3	SPACING	QTY
SHRUB AREAS						
	Ilex vomitoria 'Schillings' / Schillings Holly	3 gal	Yes	14"	36" o.c.	136
	Liriope muscari 'Emerald Goddess' / Liriope	1 gal	No	12"	24" o.c.	213
	Liriope muscari 'Variegata' / Variegated Lily Turf	1 gal	No	12"	24" o.c.	76
	Zamia floridana / Coontie Palm	3 gal	Yes	12"	36" o.c.	58

SYMBOL	BOTANICAL / COMMON NAME	CONT	NATIVE	DROUGHT TOLERANCE	SPACING	QTY
SOD/SEED						
	Paspalum notatum 'Argentine' / Bahia Grass	sod	No	High		12,748 sf



4.8.4 - LANDSCAPE BUFFERS

PROPERTY LINE A (North Property Line)

(Commercial Opposite Across Right-of-Way to Commercial)

Required Buffer Yard Type "None"

Remainder of Landscape Yard is to be Sod

PROPERTY LINE B (East Property Line)

(Adjacent to Own Property)

Required Buffer Yard Type "None"

Remainder of Landscape Yard is to be Sod

PROPERTY LINE C (South Property Line)

(Commercial Opposite Across Right-of-Way to Low Density Residential)

Required Buffer Yard Type "Low"
(Medium Buffer Reduced to One Full Degree Below the Required Standard)

250 Lineal Feet

10' Width Required
10' Width Provided

3 Large Trees Required per 100 Lineal Feet of Buffer Yard
250 / 100 X 3 = 7.5 Large Trees Required
Large Trees Provided = 8 (8 Southern Magnolia Trees)

1 Medium / Small Tree Required per 100 Lineal Feet of Buffer Yard
250 / 100 X 1 = 2.5 Medium / Small Trees Required
Medium / Small Trees Provided = 3 (3 Slash Pine Trees)

0 Evergreen Trees Required per 100 Lineal Feet of Buffer Yard
250 / 100 X 0 = 0 Evergreen Trees Required
Evergreen Trees Provided = 0

15 Shrub Required per 100 Lineal Feet of Buffer Yard
250 / 100 X 15 = 37.5 Shrubs Required
Shrubs Provided = 38 (24 Firebush & 14 Yaupon Holly)

Remainder of Landscape Yard is to be Sod

PROPERTY LINE D (West Property Line)

(Commercial Opposite Across Right-of-Way to Commercial)

Required Buffer Yard Type "None"

Remainder of Landscape Yard is to be Sod

4.8.5 - STREE TREE AND PLANTINGS WITHIN THE RIGHT-OF-WAY

Street Trees are Existing

4.8.6 - LANDSCAPING INTERNAL AREAS

Surface Parking Areas (S.P.A)
33,846 Square Feet

12.5% of S.P.A = 4,230.75 Square Feet Landscape Area Required
Approximately 6,731 Square Feet Landscape Area Provided

1 Tree Required per 170 Square Feet of Required Landscape Area
4,230.75 / 170 = 24.9 Trees Required
Trees Provided = 25 (13 Dahoon Holly & 12 Yaupon Holly Trees)

No Greater than 20% of the Required Landscape Area May be Planted in Turf Grass

4,230.75 X 20% = 3,384.6 Square Feet Sod Allowed
Square Feet of Sod Provided = 3,187

Perimeter Planting Area Required (Total Length of Wall X 60% X 8)
165.6 X 60% X 8 = 794.88
Perimeter Planting Area Provided = 1,548

4.8.10 - MINIMUM TREE CANOPY REQUIREMENTS

Site Area
1.5 Acres
65,340 Square Feet

1.5 X 60 = 90 Inches of Caliper Required
Caliper Inches Provided = 100.5

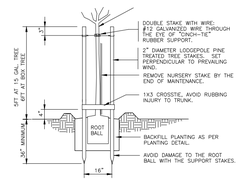
4.8.11 - GENERAL REQUIREMENTS

4 = Minimum Number of Native Species Required
Number of Native Species Provided = 8

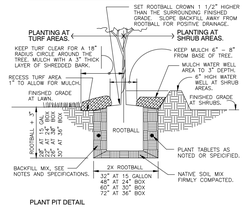
4 = Minimum Number of Tree Genera Required
Number of Tree Genera Provided = 4

REFERENCE NOTES SCHEDULE

DESCRIPTION	QTY
Landscape Area Provided	6,731 sf
Perimeter Landscape Area	1,548 sf
Surface Parking Area	33,846 sf

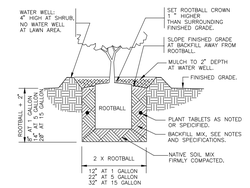


STAKING DETAIL

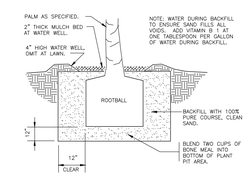


PLANT PIT DETAIL

1 TREE PLANTING DOUBLE STAKE
1" = 1'-0"
FX-PL-FX-TREE-10



2 SHRUB PLANTING
1" = 1'-0"
FX-PL-FX-SHRB-07



3 PALM TREE PLANTING
1" = 1'-0"
FX-PL-FX-TREE-19

CLOUSER Design
LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN
P.O. BOX 3164
LAKE PLACID, FL. 33862
TELEPHONE: (863) 464-0210
chad@heartlanddesigns.biz
FL. Land. Arch. Bus. No. LC26000581

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CHAD CLOUSER ON THE DATE ADJACENT TO THE SEAL

CHAD CLOUSER LICENSE No LA6666811 STATE OF FLORIDA LANDSCAPE ARCHITECT

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DRAWN BY	CAC
CHECKED BY	CAC
APPROV. BY	CAC

LANDSCAPE PLAN
16 NOLTE LOT 5
2040 NOLTE ROAD ST. CLOUD, FL 34772
FOR
COLE VALLEY PARTNERS
2188 SW PARK PL, SUITE 100 PORTLAND, OR 97205

DATE
11-11-2025

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	03-11-2026	AS PER SITE PLAN UPDATES	CAC

SCALE
1" = 30' - 0"

0 ½ 1
IF THIS BAR DOES NOT MEASURE 1" THIS COPY IS NOT TO SCALE

SHEET NUMBER
LA1 of 1

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda BSRO St. Cloud, Project # PSP25-00007

Community Development Agenda Item:
Request City Council's approval of a Preliminary Subdivision Plan for BSRO St. Cloud, PROJECT # PSP25-00007.
COST: No cost associated with this item.
This item is to approve the Preliminary Subdivision Plan for BSRO St. Cloud, which establishes three commercial development tracks and a stormwater pond track on approximately +/- 3.24 acres of land, generally located north of East 17th Street, east of Orange Avenue, south of East 13th Street, and west of River Road.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
The subject property is generally located north of East 17th Street, east of Orange Avenue, south of East 13th Street, and west of River Road. BSRO St. Cloud consists of approximately +/- 3.24 acres of land with a Future Land Use designation of Commercial and a Highway Business "HB" zoning district.

The Preliminary Subdivision Plan consists of one (1) parcel, subdivided into (3) three lots, and a tract designated for stormwater management. All proposed lots are in compliance with the Highway Business "HB" zoning district standards and are consistent with the Preliminary Subdivision Plan standards set forth within the Land Development Code.

Legal Authority:
Per Land Development Code Section 2.4.4.G – City Council Review, at its regularly scheduled meeting, the City Council shall review the Preliminary Subdivision Plan. Based on the information generated and the comments made during the development review, the City Council shall approve, disapprove or approve subject to stated conditions. Approval of the Preliminary Subdivision Plan shall authorize review for approval of the Subdivision Construction Plans by the Development Review Committee as outlined in section 2.4.5. and 2.4.6

Budget and Recommendation:
There is no cost associated with this item.

Staff reviewed this Preliminary Subdivision Plan on or before May 21, 2026 and recommends **APPROVA**L of the BSRO St. Cloud Preliminary Subdivision Plan (PSP25-00007).

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
6/11/26 - Final Action

Attachments:
1. 1. PSP25-00007 BSRO ST. Cloud Staff Report CC 06.11.26
2. 2. PSP25-00007 BSRO St. Cloud School Capacity Report
3. 3. PSP25-00007 BSRO St. Cloud Plans

City Council Staff Report
Meeting Date: June 11, 2026

DRC Case No. /Ord. No.
PSP25-00007

Type of Application
Preliminary Subdivision Plan

Case Name
BSRO St. Cloud

Applicant/Agent
Jeff Lazenby / Jeremy Anderson

Owner(s)
DAS Family LLC

Address/Location
North of East 17th Street, East of Orange Avenue, South of East 13 Street, and West of River Road

Parcel ID No.
12-26-30-4950-0001-0020

Total Land Area
+/- 3.24 acres

Project Planner
Zhaokai Liu
Principal Planner

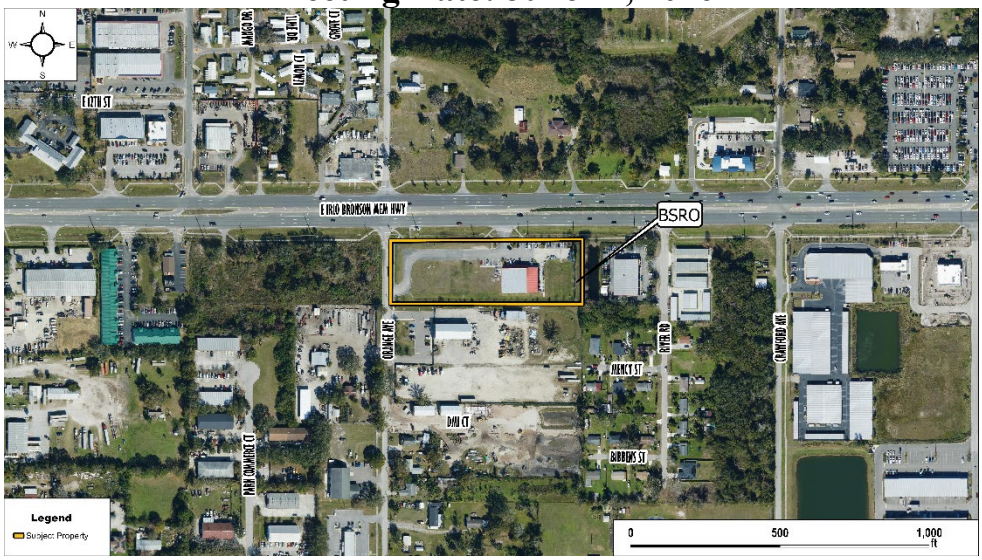


Figure 1 – Aerial Map

Request

The applicant is requesting approval of a Preliminary Subdivision Plan (PSP) establishing four (4) commercial tracts on approximately +/- 3.24 acres of land known as BSRO St. Cloud. The subject property is shown in **Figure 1** above.

Background

The subject property is generally located north of East 17th Street, east of Orange Avenue, south of East 13th Street, and west of River Road. BSRO St. Cloud consists of approximately +/- 3.24 acres of land with a Future Land Use designation of Commercial with a zoning designation of Highway Business "HB".

The Preliminary Subdivision Plan consists of one (1) parcel, subdivided into (3) three lots, and a tract designated for stormwater management. All proposed lots are in compliance with the Highway Business "HB" zoning district standards and are consistent with the Preliminary Subdivision Plan standards set forth within the Land Development Code.

Consistency With Strategic Plan Goals

The proposed Preliminary Subdivision Plan meets the intent of the following City of St. Cloud Strategic Goals:

- ***High-Performing Government:*** *Focus on the continuity and sustainability of core public services*.

Staff Recommendation

Staff reviewed this Preliminary Subdivision Plan on or before May 21, 2026 and recommends **APPROVAL** of the BSRO St. Cloud Preliminary Subdivision Plan (PSP25-00007).

City Council Requested Action

Per Land Development Code Section 2.4.4.G – City Council Review, at its regularly scheduled meeting, the City Council shall review the Preliminary Subdivision Plan. Based on the information generated and the comments made during the development review, the City Council shall approve, disapprove or approve subject to stated conditions. Approval of the Preliminary Subdivision Plan shall authorize review for approval of the Subdivision Construction Plans by the Development Review Committee as outlined in section 2.4.5.

Attachments

- Osceola County School Capacity Report
- BSRO St. Cloud Preliminary Subdivision Plans

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
PLANNING SERVICES DEPARTMENT
SCHOOL CAPACITY REPORT

SDOC#: 2025/26-0083

DRC#: PSP25-00007

Current FLU: COMM
Requested FLU: N/A

PROJECT NAME: BSRO St. Cloud

Current Zoning: HB
Requested Zoning: N/A

PROJECT LOCATION: 0 E. Irlo Bronson Memorial Hwy., St. Cloud, 34769

COMMENTS DUE DATE: 12.26.25

PID: 12-26-30-0808-0001-COMM
12-26-30-0808-0001-00A0/00B0
12-26-30-0808-0001-00C0/00D0

This PSP application for commercial development has no impact on public school capacity.

BSRO ST. CLOUD PRELIMINARY SUBDIVISION PLAN

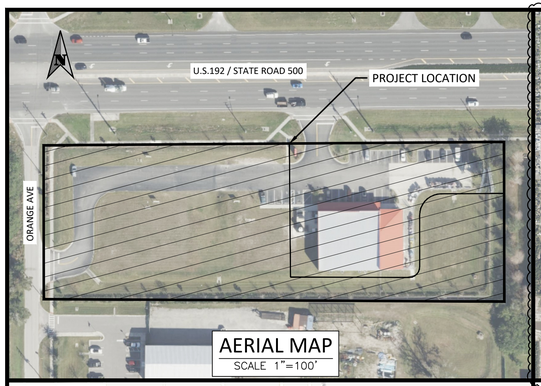
AT

E 13TH ST
ST. CLOUD, FL 34769

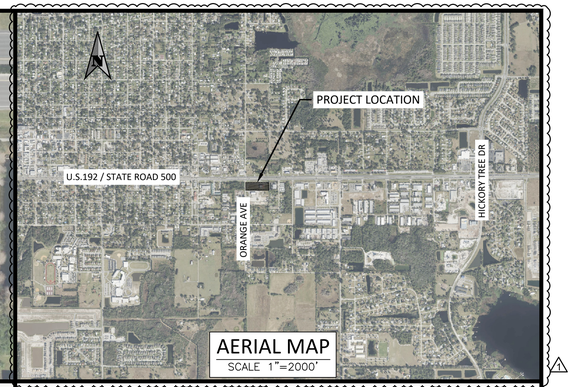
PARCEL ID: 12-26-30-4950-0001-0020 (2)

PROJECT DIRECTORY

OWNER / DEVELOPER:	PALMETTO CAPITAL GROUP 1643 WILLIAMSBURG SQUARE LAKELAND, FL 33803 PHONE: (863) 808-1320
CIVIL ENGINEER:	COMMON OAK ENGINEERING, LLC 4020 EDGEWATER DRIVE, ORLANDO, FL 32804 PHONE: (407) 951-5915
GEOTECH ENGINEER:	PROFESSIONAL SERVICE INDUSTRIES, INC. 1748 33RD STREET, ORLANDO, FL 32839 PHONE: (407) 304-5560 FAX: (407) 304-5561
SURVEYOR:	BASEPOINT SURVEYING, INC 150 SOUTH WOODLAWN AVENUE BARTOW, FL 33830 MAILING: P.O. BOX 6437, LAKELAND, FL 33807 PHONE: (863) 537-7413 EMAIL: RLAZENBY@ BASEPOINTSURVEYING.COM
ARCHITECT:	S&A DESIGN GROUP, P .C. ARIANE VALERIE TATTERSHALL 1437 SOUTH BOULDER, SUITE 550 TULSA, OKLAHOMA 74119.3609 PHONE: (918) 587-8600

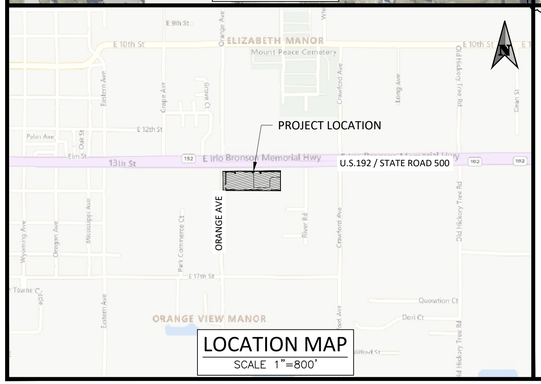


AERIAL MAP
SCALE 1"=100'



AERIAL MAP
SCALE 1"=2000'

(1)



LOCATION MAP
SCALE 1"=800'

LEGAL DESCRIPTION

LOT 2, SEMINOLE LAND & INVESTMENT COMPANY'S SUBDIVISION OF SECTION 12, TOWNSHIP 26 SOUTH, RANGE 30 EAST, LESS THE NORTH 100 FEET THEREOF, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 3, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

NOTES:

(2)

DUE TO RIGHT-OF-WAY DONATION ON ORANGE AVE AND THE CREATION OF A STORMWATER TRACT WITHIN THIS SUBDIVISION, LOT 1 DOES NOT MEET THE MINIMUM LOT AREA. CONSEQUENTLY A VARIANCE FOR LOT 1 WILL NEED TO BE APPROVED BY THE BOARD OF ADJUSTMENT AT THE TIME OF DEVELOPMENT FOR LOT 1.

UTILITY PROVIDERS

SUBDIVISION PLAN	CITY OF ST. CLOUD 1300 9TH ST, ST CLOUD, FL 34769 PHONE: (407) 957-7224
WATER, RECLAIM, & SEWER:	TOHO WATER AUTHORITY - CSC574 CONTACT: JOSE CAMPOS PHONE: (407) 726-8437
GAS:	FLORIDA PUBLIC UTILITIES - CFLGAS CONTACT: GARY HARDY PHONE: (863) 224-3786
ELECTRIC:	ORLANDO UTILITIES COMMISSION 3800 GARDENIA AVE, ORLANDO, FL 32839 PHONE: (407) 423-9018
STORM:	SOUTH FLORIDA WATER MANAGEMENT DISTRICT 2379 BROAD STREET BROOKSVILLE, FL 34604 PHONE: (352) 796-7211
COMMUNICATIONS:	COMCAST COMMUNICATIONS CATV - LCA395 CONTACT: USIC DISPATCH PHONE: (800) 778-9140 CENTURYLINK PHONE: (877) 366-8344

GENERAL REVISION LOG

NO:	DATE:	REVISION / ISSUE:	SHEETS REVISED:	BY:
1	01/23/2026	CITY OF ST CLOUD PSP COMMENTS	CV, PSP	JR
2	04/23/2026	CITY OF ST CLOUD PSP COMMENTS	CV, PSP, PSL	NT

PLAN SHEET INDEX

CV COVER SHEET
PSP PRELIMINARY SUBDIVISION PLAN
PSL PRELIMINARY SUBDIVISION LANDSCAPE PLAN (2)
SURVEY

TOTAL SHEETS : 4

LEGEND:

(#)	:	NO. OF PARKING SPACES
# / CX.X	:	DETAIL NO. / SHEET
	:	HEAVY DUTY ASPHALT PAVEMENT
	:	PROPOSED CONCRETE SURFACE
W	:	WATER LINE
E	:	ELECTRIC LINE
SS	:	WASTEWATER LINE
FM	:	BURIED FORCE MAIN
TELE	:	TELEPHONE LINE
	:	FIRE HYDRANT
	:	VALVE
M	:	WATER METER
	:	BACKFLOW PREVENTER WITH CONCRETE PAD
75.40	:	TOP OF ASPHALT/CONCRETE SPOT ELEVATION
75.90 / 75.40	:	TOP OF CURB/SIDEWALK (ON TOP) / BOTTOM OF CURB (ON BOTTOM)
	:	FLOW ARROW
#	:	REVISION NUMBER
FDC	:	FIRE DEPARTMENT CONNECTION

This item has been digitally signed and sealed by Jeremy R. Anderson, PE, on the date adjacent to the seal.

Signature must be verified on any electronic copies.

PALMETTO CAPITAL GROUP
1643 WILLIAMSBURG SQUARE
LAKELAND, FL 33803
PHONE: (863) 808-1320

COMMON OAK ENGINEERING
4020 EDGEWATER DRIVE
ORLANDO, FL 32804
(407) 951-5915
CERTIFICATE OF AUTHORIZATION: 32644

BSRO ST. CLOUD PRELIMINARY SUBDIVISION PLAN
E 13TH ST.
ST. CLOUD, FL 34769
OSCEOLA COUNTY

NO:	DATE:	REVISION / ISSUE:	BY:
1	01/23/2026	CITY OF ST CLOUD PSP COMMENTS	JR
2	04/23/2026	CITY OF ST CLOUD PSP COMMENTS	NT

ENGINEER'S NAME: JEREMY R. ANDERSON
LICENSE NUMBER 71836
STATE OF FLORIDA
JEREMY R. ANDERSON, P.E.
P.E. NUMBER 71836

PROJECT # 225.074
DATE 04/13/2026
SHEET CV
SCALE N.T.S.
COVER SHEET

SITE DATA TABLE

PROJECT DESCRIPTION

SUBDIVISION OF A PARENT PARCEL INTO THREE SEPARATE LOTS. EXISTING EASEMENTS TO REMAIN. WHEREAS MAINTENANCE OF LANDSCAPE, ACCESS, STORMWATER MANAGEMENT, UTILITIES, AND PARKING AGREEMENTS WILL BE DESCRIBED IN A DECLARATION OF RESTRICTED COVENANCE.

LOCATION & LAND USE

TAX PARCEL #'S: 12-26-30-4950-0001-0020 (2)

ZONING DISTRICT: HB - HIGHWAY BUSINESS

FUTURE LAND USE: COM - COMMERCIAL

SECTION:12 TOWNSHIP:26 RANGE: 30

PARENT PARCEL ADJACENT ZONING / FLU: (1)

NORTH (FRONT) : US 192 / SR 500 / E 13TH ST

WEST (SIDE): ORANGE AVE

SOUTH (REAR) : COM / INDUSTRIAL 2

EAST (SIDE) : COM / COMMERCIAL

OVERALL AREAS

AREAS	PROPOSED (SF)	ACRES	PERCENT OF TOTAL PROPERTY AREA
PARENT PARCEL	±140,962	±3.23	100%
22.5' WIDE RIGHT OF WAY DONATION:	±4,841	±0.11	3.43%
LOT 1 (VACANT FUTURE COMMERCIAL):	±30,232	±0.69	21.45%
LOT 2 (PROPOSED BSRO):	±39,657	±0.91	28.13%
LOT 3 (EXISTING ACE HARDWARE):	±66,228	±1.52	46.98%
TRACT A (STORMWATER RETENTION):	±34,098	±0.78	NA
TOTAL AREA:	±140,962	±3.23	100.00%

EXISTING PARENT TRACT SETBACKS & BUFFERS

	BUILDING SETBACKS:	LANDSCAPE BUFFERS:
NORTH (FRONT) :	25' (MIN)	N/A
WEST (SIDE):	25' (MIN)	N/A
SOUTH (REAR) :	15' (MIN)	N/A
EAST (SIDE) :	10' (MIN)	N/A

SITE REQUIREMENTS

MAXIMUM FLOOR AREA RATIO: 3.0 MAXIMUM BUILDING HEIGHT: 50'

FEMA

PROPERTY IS LOCATED OUTSIDE OF 100 YEAR FLOODPLAIN, NO WETLANDS/FLOODPLAIN IMPACTS LOCATED WITHIN.

FLOOD ZONE: X FLOOD MAP #12097C0257G EFFECTIVE JUNE 18, 2013

LOT 1 AREAS (VACANT FUTURE COMMERCIAL)

AREAS	PROPOSED (SF)	ACRES	PERCENT OF TOTAL PROPERTY AREA
LOT 1 (VACANT FUTURE COMMERCIAL):	±30,232	±0.69	100.00%
TOTAL IMPERVIOUS (80% MAX):	±8,464	±0.19	28.00%
PAVEMENT, LOADING & SIDEWALKS:	±8,464	±0.19	28.00%
TOTAL PERVIOUS AREA:	±21,768	±0.50	72.00%

FLOOR AREA RATIO (0.75 MAX): N/A OPEN SPACE: 72.00%

LOT 2 AREAS (PROPOSED AUTOMOTIVE RETAIL AND SERVICE CENTER)

AREAS	PROPOSED (SF)	ACRES	PERCENT OF TOTAL PROPERTY AREA
LOT 2 (PROPOSED FIRESTONE TIRE):	±39,657	±0.91	100.00%
TOTAL IMPERVIOUS (80% MAX):	±29,306	±0.67	73.90%
BUILDING FOOTPRINT:	±6,727	±0.15	16.96%
PAVEMENT, LOADING & SIDEWALKS:	±22,579	±0.52	56.94%
TOTAL PERVIOUS AREA:	±10,351	±0.24	26.10%

FLOOR AREA RATIO (0.75 MAX): ±0.170 OPEN SPACE: 26.10% BUILDING HEIGHT (50' MAX): 25.5'
STORIES (3 MAX): 1 BUILDING CONSTRUCTION: CMU LOT COVERAGE (50% MAX): ±16.96%

LOT 2 PARKING

PARKING REQUIRED: TWO (2) SPACE PER SERVICE BAY AND ONE (1) SPACE PER TWO HUNDRED (200) SQUARE FEET OF SALES AREA

PARKING CALCULATIONS:	2*8+1(1000 / 200)	21 REQUIRED STALLS
PROPOSED PARKING STALLS:		25
PROPOSED ADA STALLS:		2
	TOTAL:	27 SPACES

LOT 3 AREAS (EXISTING HARDWARE RETAIL STORE)

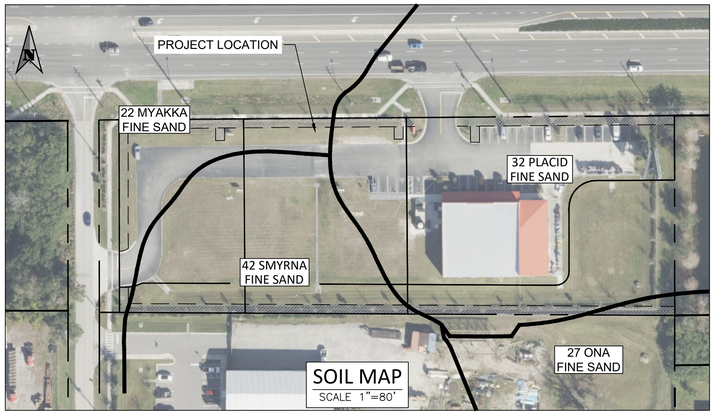
AREAS	PROPOSED (SF)	ACRES	PERCENT OF TOTAL PROPERTY AREA
LOT 3 (EXISTING ACE HARDWARE):	±66,228	±1.52	100.00%
TOTAL IMPERVIOUS (80% MAX):	±30,724	±0.71	46.39%
EXISTING BUILDING FOOTPRINT:	±7,077	±0.16	10.69%
PAVEMENT, LOADING & SIDEWALKS:	±23,647	±0.54	35.71%
TOTAL PERVIOUS AREA:	±35,504	±0.82	53.61%

FLOOR AREA RATIO (0.75 MAX): ±0.107 OPEN SPACE: 53.61% BUILDING HEIGHT (50' MAX): 22.5'
STORIES (3 MAX): 1 BUILDING CONSTRUCTION: STEEL/CMU LOT COVERAGE (50% MAX): ±10.69%

LOT 3 PARKING

PARKING REQUIRED: ONE SPACE PER 300 SF GFA + ONE SPACE PER 1000 SF OUTDOOR DISPLAY

PARKING CALCULATIONS:	7,077/300 + 3,600/1,000 SF	27 REQUIRED STALLS
PROPOSED PARKING STALLS:		25
PROPOSED ADA STALLS:		2
	TOTAL:	27 SPACES



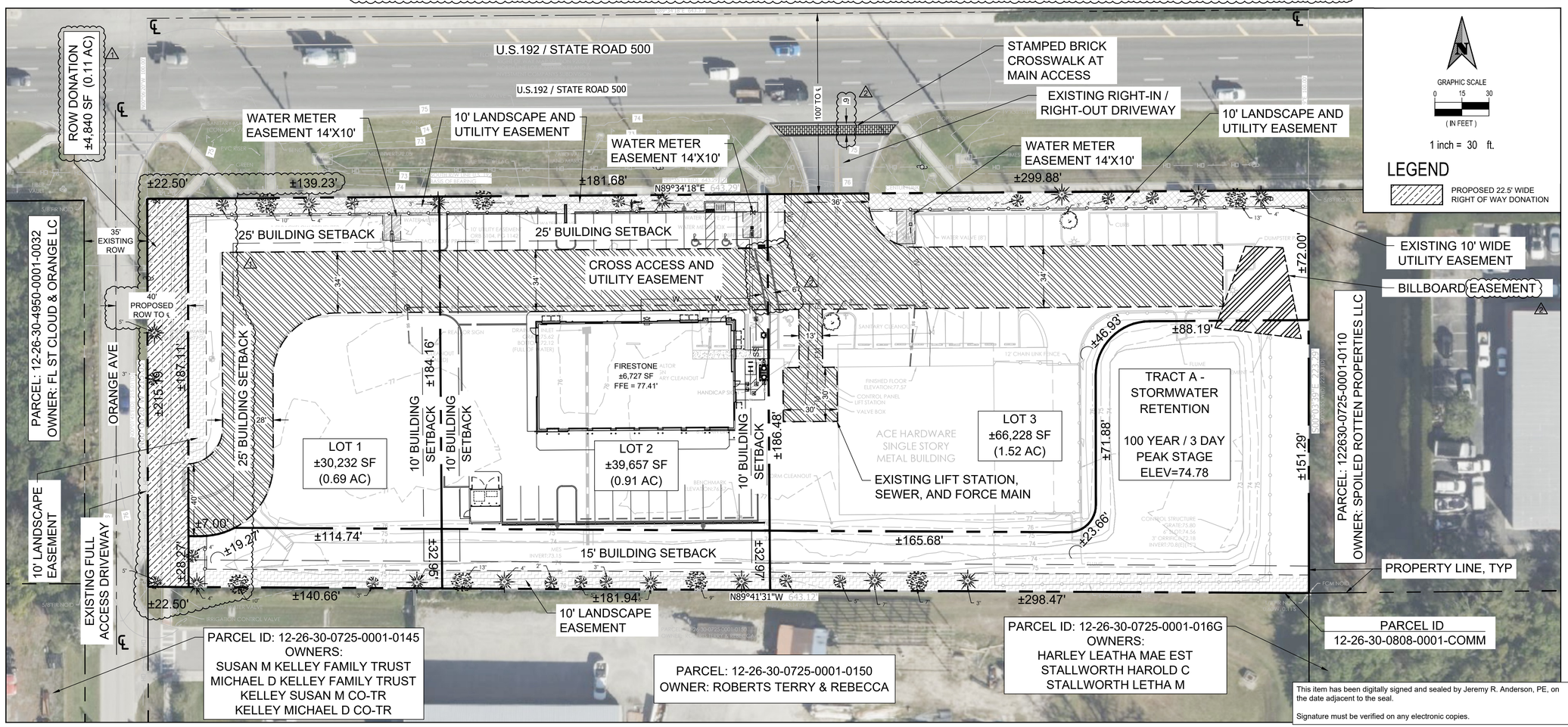
SOILS LEGEND

22 MYAKKA FINE SAND, 0 TO 2 PERCENT SLOPES

32 PLACID FINE SAND, FREQUENTLY PONDED 0 TO 1 PERCENT SLOPES

42 SYMRNA FINE SAND, 0 TO 2 PERCENT SLOPES

27 ONA FINE SAND, 0 TO 2 PERCENT SLOPES



GRAPHIC SCALE
0 15 30
(IN FEET)
1 inch = 30 ft.

LEGEND

PROPOSED 22.5' WIDE RIGHT OF WAY DONATION

This item has been digitally signed and sealed by Jeremy R. Anderson, PE, on the date adjacent to the seal.

Signature must be verified on any electronic copies.

PALMETTO CAPITAL GROUP
1643 WILLIAMSBURG SQUARE
LAKELAND, FL 33803
PHONE: (863) 808-1320

COMMON OAK ENGINEERING
4020 EDGEWATER DRIVE
ORLANDO, FL 32804
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CERTIFICATE OF AUTHORIZATION: 32644

(SRO ST. CLOUD) PRELIMINARY SUBDIVISION PLAN
E. 13TH ST.
ST. CLOUD, FL 34769
OSCEOLA COUNTY

NO.	DATE:	REVISION / ISSUE:	BY:
1	01/23/2026	CITY OF ST CLOUD PSP COMMENTS	JR
2	04/23/2026	CITY OF ST CLOUD PSP COMMENTS	NT

ENGINEER'S SEAL
JEREMY R. ANDERSON LICENSE No. 71636 STATE OF FLORIDA PROFESSIONAL ENGINEER
JEREMY R. ANDERSON, P.E. P.E. No. 71636

PROJECT # 225.074
DATE 04/13/2026
SCALE 1" = 30'
SHEET PSP
PRELIMINARY SUBDIVISION PLAN

GENERAL LANDSCAPE NOTES

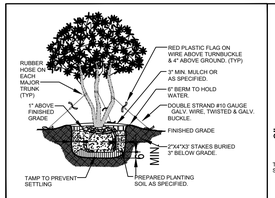
1. ALL PLANTS TO BE FLORIDA NO. 1, OR BETTER AS OUTLINED UNDER 'GRADES AND STANDARDS FOR NURSERY PLANTS, PART I, 1963 AND PART II, STATE OF FLORIDA DEPARTMENT OF AGRICULTURE, TALLAHASSEE, FLORIDA, AND ANY AMENDMENTS THERETO.
2. ALL TREES AND PLANT MATERIAL SHALL BE PLANTED IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED IN THE STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, "TREE PROTECTION MANUAL FOR BUILDERS AND DEVELOPERS", OCTOBER, 1990.
3. THE LANDSCAPE CONTRACTOR (CONTRACTED BY OWNER, N.I.C.) SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL WORK AS CALLED FOR ON THE LANDSCAPE PLANS. THE LIST OF PLANT QUANTITIES ACCOMPANYING THE PLANS SHALL BE USED AS A GUIDE ONLY. IF A VARIATION OCCURS BETWEEN THE PLANS AND THE PLANT LIST, THE PLANS SHALL CONTROL.
4. ALL TREES, SHRUBS AND GROUND COVERS SHALL BE PLANTED USING A SOIL MIXTURE PREPARED ACCORDINGLY (2/3 EXISTING SOIL, 1/3 PEAT).
5. THE LANDSCAPE CONTRACTOR SHALL INSURE ADEQUATE VERTICAL DRAINAGE IN ALL PLANT BEDS AND PLANTERS. VERTICAL DRILLING THROUGH ANY COMPACTED FILL TO NATIVE SOIL SHALL BE ACCOMPLISHED TO AID DRAINAGE.
6. ALL PLANT BEDS AND TREE WATERING BASINS SHALL BE TOP DRESSED WITH THREE INCHES (3") OF SHREDDED ORGANIC MULCH.
7. NO TREES SHALL BE PLANTED CLOSER THAN 3 FEET (3') FROM THE EDGE OF PAVEMENT TO ALLOW ADEQUATE TREE TRUNK PROTECTION .
8. LANDSCAPE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR STABILITY AND PLUMB CONDITION OF ALL TREES AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY THE INSTABILITY OF ANY PLANT MATERIAL.
9. ALL LAWN AREAS TO RECEIVE SOD SHALL BE DISKED FOUR(4) TO SIX(6) INCHES AND DRAGGED TO ESTABLISH A LEVEL FINISH GRADE. ALL DEBRIS TO BE REMOVED FROM THE SITE.
10. SOD SHALL BE FREE OF WEEDS AND PESTS. IT SHALL BE LAID EVENLY AND ROLLED, WITH TIGHT FITTING JOINTS. THE SOD SHALL CONTAIN MOIST SOIL WHICH DOES NOT FALL APART OR TEAR WHEN LIFTED. ALL AREAS NOT PAVED OR OTHERWISE LANDSCAPED SHALL BE SODDED. SOD SHALL BE ARGENTINE BAHIA OR EQUAL.
11. ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM, WITH 100% COVERAGE, BACKFLOW PREVENTOR, & RAIN SENSOR DEVICE. DIRECT SPRAY HEADS AWAY FROM ANY NATURAL AREAS AND PAVED SURFACES.
12. THE TREE CALIPER OF ALL CANOPY TREES SPECIFIED ON THE PLANT LIST SHALL BE MEASURED AT SIX (6) INCHES ABOVE GRADE.
13. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OCCURRING ON SITE OR ADJACENT AREAS, INCLUDING BUT NOT LIMITED TO BUILDINGS, PAVING, UTILITIES, ETC. WHICH IS CAUSED BY PREPARING OR INSTALLING ANY AND ALL PLANT MATERIAL.

PLANT LIST OVERALL

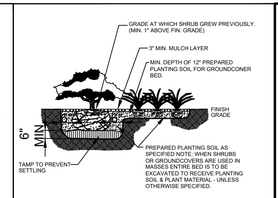
SYMBOL	BOTANICAL NAME (COMMON NAME)	MINIMUM SIZE/SPACING	DROUGHT TOLERANCE	NATIVE FLORIDA	QUANTITY
UP	ULMUS PARVIFOLIA ('DRAKE' CHINESE ELM)	10' MIN.HT. 3" CAL..MIN. 40 GAL.	YES	NO	10
TD	TAXODIUM DISTICHUM (AUTUMN GOLD BALD CYPRESS)	10' MIN.HT. 3" CAL.MIN. 40 GAL.	YES	YES	14
PP	PINUS PALUSTRIS (LONGLEAF PINE)	10' MIN.HT. 3" CAL.MIN. 40 GAL.	YES	YES	14
MG	MAGNOLIA GRANDIFLORA 'LITTLE GEM' (LITTLE GEM MAGNOLIA)	8' MIN.HT. 2.5" CAL. MIN. 25 GAL.	YES	YES	3
LI	LAGERSTROEMIA IINDICA ('NACHEZ' CRAPE MYRTLE)	6' MIN HT. 2" CAL.MIN. 15 GAL. MULTI-TRUNK	YES	NO	45
VO	VIBURNUM ODORATISSIMUM (SWEET VIBURNUM)	24"MIN. HT. 36" O.C. 3 GAL.	YES	NO	68
IC	ILEX CRENATA (DWARF JAPANESE HOLLY)	24"MIN. HT. 36" O.C. 3 GAL.	YES	NO	68
HP	HAMILIA PATENS (FIREBUSH)	24"MIN. HT. 36" O.C. 3 GAL.	YES	YES	42
LMG	LIRIOPE MUSCARI 'GODDESS' ('GREEN GODDESS' LILY TURF)	12" MIN.HT. 1 GAL. 18" O.C.	YES	NO	183
RI	RHAPHIOLEPIS INDICA (INDIAN HAWTHORN)	18" MIN.HT. 3 GAL. 24" O.C.	YES	NO	62
TD	TRIPSACUM DACTYLOIDES (FAKAHATCHEE GRASS)	18" MIN.HT 3 GAL. 24" O.C.	YES	YES	116
SOD	BAHIA	QUANTITY TO BE CALCULATED BY CONTRACTOR	YES	YES	TBD

PLANT QUANTITY — 00 / XX — PLANT SYMBOL

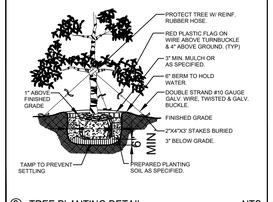
NOTE:
WHERE GALLON REFERENCES MAY CONFLICT WITH HEIGHT/SPREAD AND CALIPER MEASUREMENTS, THE HEIGHT/SPREAD AND CALIPER MEASUREMENTS SHALL GOVERN.



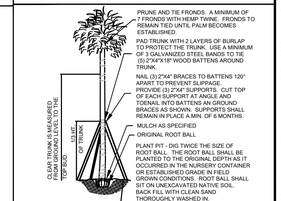
① MULTI-TRUNK DETAIL NTS



③ SHRUB AND GROUND COVER DETAIL NTS



② TREE PLANTING DETAIL NTS



④ PALM PLANTING DETAIL NTS

NORTH BUFFER LOT (1) 161.8 LF.
LOW BUFFER (PER 100 LF).
10' MINIMUM WIDTH (FEET)
3 LARGE TREES
1 MEDIUM/SMALL TREES
15 SHRUBS
4' HIGH ALUMINUM FENCE

161.8 LF./100 = 1.618 MULTIPLIER.
1.618 X 3 = 5 LARGE TREES REQUIRED.
3 EXISTING LARGE TREES + 2 PROPOSED LARGE TREES = 5 LARGE TREES PROVIDED.

1.618 X 1 = 2 MED./SMALL TREE REQUIRED.
2 EXISTING MED./SMALL TREES PROVIDED.

1.618 X 15 = 25 SHRUBS REQUIRED.
26 SHRUBS PROPOSED.

STREET TREES:
1 LARGE TREE OR 2:1 MED./SMALL TREE PER 40 LF.
161.8 LF/40 = 4 TREES. DUE TO POWER LINE 2:1 SMALL TREES = 8. 8 SMALL TREES PROPOSED.

NORTH BUFFER LOT (2) 181.7 LF.
LOW BUFFER (PER 100 LF).
10' MINIMUM WIDTH (FEET)
3 LARGE TREES
1 MEDIUM/SMALL TREES
15 SHRUBS
4' HIGH ALUMINUM FENCE

181.7LF./100=1.82 MULTIPLIER.
1.82 X 3 = 6 LARGE TREES REQUIRED.
2 EXISTING LARGE TREES + 4 PROPOSED LARGE TREES = 6 LARGE TREES PROVIDED.

1.82 X 1 = 2 MED./SMALL TREE REQUIRED.
1 EXISTING MED./SMALL + 1 PROPOSED SMALL TREE PROVIDED.

1.82 X 15 = 28 SHRUBS REQUIRED.
29 SHRUBS PROPOSED.

STREET TREES:
1 LARGE TREE OR 2:1 MED./SMALL TREE PER 40 LF.
181.7 LF/40 = 5 TREES. DUE TO POWER LINE 2:1 SMALL TREES = 10. 10 SMALL TREES PROPOSED.

NORTH BUFFER LOT (3) 299.8 LF- 32.0 LF DRIVE-WAY.
~~LOW BUFFER (PER 100 LF).~~
10' MINIMUM WIDTH (FEET)
3 LARGE TREES
1 MEDIUM/SMALL TREES
15 SHRUBS
4' HIGH ALUMINUM FENCE

267.8 LF./100=2.678 MULTIPLIER.
2.678 X 3 = 8 LARGE TREES REQUIRED.
4 EXISTING LARGE TREES + 4 PROPOSED LARGE TREES = 8 LARGE TREES PROVIDED.

2.678 X 1 = 3 MED./SMALL TREE REQUIRED.
3 EXISTING MED./SMALL TREES PROVIDED.

2.678 X 15 = 41 SHRUBS REQUIRED.
42 SHRUBS PROPOSED.

STREET TREES:
1 LARGE TREE OR 2:1 MED./SMALL TREE PER 40 LF.
267.8 LF/40 = 7 TREES. DUE TO POWER LINE 2:1 SMALL TREES = 14. 14 SMALL TREES PROPOSED.

WEST BUFFER LOT (1) 215.03 LF.
LOW BUFFER (PER 100 LF).
10' MINIMUM WIDTH (FEET)
3 LARGE TREES
1 MEDIUM/SMALL TREES
15 SHRUBS

215.03 LF./100=2.15 MULTIPLIER.
2.15 X 3 = 7 LARGE TREES REQUIRED.
7 PROPOSED LARGE TREES PROVIDED.

2.15 X 1 = 3 MED./SMALL TREE REQUIRED.
2 EXISTING MED./SMALL TREES + 1 MED./SMALL PROPOSED = 3 MED./SMALL TREE PROVIDED.

2.15 X 15 = 33 SHRUBS REQUIRED.
51 SHRUBS PROPOSED.

STREET TREES: 1 LARGE TREE OR 2:1 MED./SMALL TREE PER 50 LF.
179 LF/50 = 4 TREES. BECAUSE OF POWER LINES 2:1 SMALL TREES = 8 STREET TREES.
3 EXISTING MED. TREES + 5 PROPOSED SMALL TREES = 8 STREET TREES TOTAL.

WEST BUFFER: REMOVE ALL EXISTING SMALL GROUNDCOVER IN LIEU OF PROPOSED SHRUBS. DO NOT REMOVE EXISTING TREES.

NORTH BUFFER: REMOVE ALL EXISTING SMALL GROUNDCOVER IN LIEU OF PROPOSED SHRUBS. DO NOT REMOVE EXISTING TREES.

EASTBUFFER LOT (3) 223.29 LF.
LOW BUFFER (PER 100 LF).
10' MINIMUM WIDTH (FEET)
3 LARGE TREES
1 MEDIUM/SMALL TREES
15 SHRUBS

223.29 LF./100 = 2.23 MULTIPLIER.
2.23 X 3 = 7 LARGE TREES REQUIRED.
7 PROPOSED LARGE TREES PROVIDED.

2.23 X 1 = 3 MED./SMALL TREES REQUIRED.
3 MED./SMALL PROPOSED.

2.23 X 15 = 34 SHRUBS REQUIRED.
EXISTING OPAQUE SHRUB LINE PROVIDED.

EAST BUFFER: DO NOT REMOVE EXISTING TREES OR SHRUBS.

SOUTH BUFFER TRACT: 643.14 LF.
LOW BUFFER (PER 100 LF).
10' MINIMUM WIDTH (FEET)
3 LARGE TREES
1 MEDIUM/SMALL TREES
15 SHRUBS

643.3 LF./100=6.433 MULTIPLIER.
6.433 X 3 = 20 LARGE TREES REQUIRED.
11 EXISTING LARGE TREES + 9 PROPOSED LARGE TREES = 20 LARGE TREES PROVIDED.LARGE TREES PROVIDED.

6.433 X 1 = 7 MED./SMALL TREE REQUIRED.
6 EXISTING MED./SMALL TREES. 1 MED./SMALL PROVIDED = 7 MED./SMALL TREES.

6.433 X 15 = 97 SHRUBS REQUIRED.
EXISTING OPAQUE SHRUB LINE PROVIDED.

SOUTH BUFFER: EXISTING BUFFER TO REMAIN

60" MINIMUM TREES PER ACRE
3.23 ACRE X 60" = 193.8" REQUIRED.

EXISTING TREES ON SITE TOTAL INCHES = 203"

38 PROPOSED LARGE TREES @ 3" EACH = 114"

3 PROPOSED MEDIUM TREES @ 2.5" = 7.5"

45 PROPOSED SMALL TREES @ 2" EACH = 90"

TOTAL TREE INCHES ON SITE = 414.5"

NOTE: LANDSCAPE PLAN CONFORMS TO FLORIDA FRIENDLY STANDARDS.

NOTE: ALL DISTURBED AREAS TO BE SODDED AND RESTORED TO A CONDITION EQUAL TO OR BETTER THAN PRE-CONSTRUCTION CONDITION.

GRAPHIC SCALE
0 15 30
(IN FEET)
1 inch = 30 ft.

STREET TREES TO BE MAINTAINED BY OWNER

STREET TREES TO BE MAINTAINED BY OWNER

U.S.192 / STATE ROAD 500

PLANT LIST FOR FIRESTONE ON SHEET C6.1

FIRESTONE
±6,727 SF
FFE = 77.41'

ACE HARDWARE SINGLE STORY METAL BUILDING

EAST BUFFER: NONE

WEST BUFFER: NONE

ORANGE AVE

BURIED UTILITIES NOTE
BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE WHICH ARE NOT SHOWN ON THIS DRAWING. USE EXTREME CAUTION DURING EXCAVATION PROCEDURES AND CONTACT SUNSHINE STATE ONE AT 1-800-432-4770 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.

CALL BEFORE YOU DIG... 1-800-432-4770 UTILITIES PROTECTION CENTER IT'S THE LAW

RICK ABT
5349 HUGH HOWELL RD.
STONE MOUNTAIN, GA 30087
404-909-2736

Richard T. Abt, State of Florida, Landscape Architect, License No.1321

This item has been digitally signed and sealed by Richard T. Abt on the date indicated here.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PALMETTO CAPITAL GROUP
1643 WILLIAMSBURG SQUARE
LAKELAND, FL 33803
PHONE: (863) 808-1320

COMMON OAK ENGINEERING
4020 EDGEWATER DRIVE
ORLANDO, FL 32804
(407) 951-5915
CERTIFICATE OF AUTHORIZATION: 32644

(BSRO ST. CLOUD) PRELIMINARY SUBDIVISION PLAN
E. 13TH ST
ST. CLOUD, FL 34769
OSCEOLA COUNTY

NO:	DATE:	REVISION / ISSUE:	BY:
1	01/23/2026	CITY OF ST CLOUD PSP COMMENTS	JR
2	04/29/2026	CITY OF ST CLOUD PSP COMMENTS	NT

ENGINEER'S NAME & PE#
JEREMY R. ANDERSON, P.E.
P.E. LICENSE NO. 77636

PROJECT # 225.074
DATE 04/13/2026
SCALE 1" = 20'
SHEET PSL
OVERALL PSL LANDSCAPE PLAN

SCHEDULE B SECTION II TITLE EXCEPTIONS:

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I-REQUIREMENTS ARE MET. ***NOT A MATTER OF SURVEY.***

2. TAXES AND ASSESSMENTS FOR THE YEAR 2026 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. ***NOT A MATTER OF SURVEY.***

3. STANDARD EXCEPTIONS:

   a. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. ***ALL OBSERVED MATTERS ARE SHOWN ON THIS MAP.***

   b. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

   c. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

   d. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

4. ~~ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND~~, INTENTIONALLY DELETED

5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. ***NOT A MATTER OF SURVEY.***

6. ~~TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, EASEMENTS, OPTIONS, LIENS, AND OTHER MATTERS ESTABLISHED BY THE DECLARATION OF CONDOMINIUM OF TRUE VALUE COMMERCIAL CENTER, A CONDOMINIUM, RECORDED FEBRUARY 17, 2017, IN OFFICIAL RECORDS BOOK 5184, PAGE 1142, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR TRUE VALUE COMMERCIAL CENTER, A CONDOMINIUM, RECORDED 7/18/2017 IN OFFICIAL RECORDS BOOK 5180, PAGE 2696; AS AMENDED BY SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED JUNE 18, 2020, IN OFFICIAL RECORDS BOOK 5739, PAGE 2914; AND AS MAY BE FURTHER AMENDED~~, INTENTIONALLY DELETED

7. PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF ST. CLOUD, FLORIDA RECORDED MAY 11, 2018, IN OFFICIAL RECORDS BOOK 5332, PAGE 1565. ***EASEMENT IS SHOWN ON THIS MAP.***

ALTA / NSPS TABLE "A" OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATION NOTES:

1. AS TO TABLE A OPTIONAL ITEM 1, MONUMENTATION WAS RECOVERED OR SET AT ALL PROPERTY CORNERS AS SHOWN ON THIS MAP. NEW PARCEL FOR BRSO WITHIN PARENT PARCEL HAS NOT BEEN FINALIZED AT THE FIRST ISSUE OF THIS SURVEY. CORNERS WILL BE SET AFTER GEOMETRY OF NEW PARCEL PROVIDED BY ENGINEER OF RECORD.

2. AS TO TABLE A OPTIONAL ITEM 2, THE ADDRESS OF THE PARENT PARCEL IS E IRLO BRONSON MEMORIAL HIGHWAY, SAINT CLOUD, FL 34769. A STREET NUMBER WAS NOT LISTED IN TITLE COMMITMENT.

3. AS TO TABLE A OPTIONAL ITEM 3, THE PROPERTY IS LOCATED WITHIN ZONE "X" ACCORDING TO FEMA MAP NUMBER 12097C0257G, EFFECTIVE DATE 06/18/2013.

4. AS TO TABLE A OPTIONAL ITEM 4, THE GROSS LAND AREA OF THE PARENT PARCEL AS FIELD SURVEYED IS 3.2360 ACRES. THE FINAL BOUNDARIES OF THE PROPOSED BRSO SITE HAVE NOT BEEN DETERMINED AT FIRST ISSUE OF THIS SURVEY.

5. AS TO TABLE A OPTIONAL ITEM 5, SEE THIS MAP FOR TOPOGRAPHIC INFORMATION WITHIN THE SUBJECT PARCEL AND ADJACENT RIGHT OF WAY.

6. AS TO TABLE A OPTION ITEM 6, A ZONING REPORT WAS NOT FURNISHED TO THE SURVEYOR.

7. AS TO TABLE A OPTIONAL ITEM 7a-c, THERE ARE NO BUILDINGS WITHIN THE PROPOSED LIMITS OF THE BRSO SITE. THE ADJACENT ACE HARDWARE BUILDING IS SHOWN ON THIS MAP FOR REFERENCE AND POSITIONING.

8. AS TO TABLE A OPTIONAL ITEM 8, ALL OBSERVED SUBSTANTIAL FEATURES ARE SHOWN ON THIS MAP.

9. AS TO TABLE A OPTIONAL ITEM 9, THERE ARE 26 REGULAR PARKING SPACES AND 2 HANDICAP SPACES ON THE PARENT PARCEL. THERE ARE AN ADDITIONAL TWO RESTRICTED SPACES WITH YELLOW CROSS HATCH.

10. AS TO TABLE A OPTIONAL ITEM 10, THERE ARE NO DIVISION OR PARTY WALLS ON THIS PARCEL.

11. AS TO TABLE A OPTIONAL ITEM 11a & 11b, THOSE UTILITIES MAINS SHOWN IN COLOR IN THE LEGEND WERE FURNISHED IN CAD ON THE SURVEY COORDINATE BASE BY THE ENGINEER OF RECORD. NO VERIFICATION OF THESE PROVIDED UTILITIES WERE PERFORMED BY THE SURVEYOR. ALL OTHER UTILITIES SHOWN ON THIS MAP ARE AS OBSERVED AND LOCATED FROM ABOVE GROUND INDICATORS.

12. AS TO TABLE A OPTIONAL ITEM 12, THE SURVEYOR DID NOT ENTER INTO ANY AGREEMENT TO PROVIDE ADDITIONAL GOVERNMENT AGENCY RELATED SURVEY REQUIREMENTS.

13. AS TO TABLE A OPTIONAL ITEM 13, THE NAMES OF ADJOINING PARCEL OWNERS ARE SHOWN ON THIS MAP.

14 AS TO TABLE A OPTIONAL ITEM 14, THE PARENT PARCEL HAS CONTIGUOUS FRONTAGE ON PUBLIC RIGHTS OF WAY OF U.S. HIGHWAY 192 AND ORANGE AVENUE AS SHOWN ON THIS MAP.

15. AS TO TABLE A OPTIONAL ITEM 15, THE ORTHO RECTIFIED IMAGE SHOWN ON THIS MAP WAS FLOWN SEPTEMBER 4, 2025. THE IMAGE IS SHOWN FOR INFORMATIONAL PURPOSES ONLY TO DEMONSTRATE SITE CONDITIONS AT TIME OF SURVEY.

16. AS TO TABLE A OPTIONAL ITEM 16, NO EVIDENCE OF EARTHWORK OR CONSTRUCTION WAS OBSERVED ON THE PROPERTY.

17. AS TO TABLE A OPTIONAL ITEM 17, THE SURVEYOR WAS NOT PROVIDED ANY INFORMATION INDICATING CHANGES IN RIGHT OF WAY LINES.

18. AS TO TABLE A OPTIONAL ITEM 18, NO OFFSITE EASEMENTS WERE LISTED IN THE TITLE COMMITMENT.

LEGAL DESCRIPTION:

LOT 2, SEMINOLE LAND & INVESTMENT COMPANY'S SUBDIVISION OF SECTION 12, TOWNSHIP 26 SOUTH, RANGE 30 EAST, LESS THE NORTH 100 FEET THEREOF, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 3, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

THE ABOVE TRACT, PARCEL, OR LOT OF LAND ALSO BEING DESCRIBED AS

BEGIN AT THE INTERSECTION OF THE EAST LINE OF LOT 2, SEMINOLE LAND & INVESTMENT COMPANYS SUBDIVISION RECORDED IN PLAT BOOK B, PAGE 3, PUBLIC RECORDS OF OSCEOLA COUNTY WITH THE SOUTH RIGHT OF WAY OF STATE ROAD 500 (U.S. HIGHWAY 192 / IRLO BRONSON MEMORIAL HIGHWAY) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 32030 AND RUN THENCE ALONG THE EAST LINE OF SAID LOT 2, S00°03'39"E A DISTANCE OF 223.29 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; RUN THENCE ALONG THE SOUTH LINE OF SAID LOT 2, N89°41'31"W A DISTANCE OF 643.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; RUN THENCE ALONG THE WEST LINE OF SAID LOT 2 AND EAST RIGHT OF WAY LINE OF ORANGE AVENUE, N00°06'20"W A DISTANCE OF 215.03 FEET TO SAID SOUTH RIGHT OF WAY LINE OF STATE ROAD 500; RUN THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N89°34'18"E A DISTANCE OF 643.29 FEET TO THE POINT OF BEGINNING.

SURVEYORS NOTES:

1. LAST DATE OF FIELD WORK SEPTEMBER 4, 2025.

2. BEARINGS BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 83, 2011 ADJUSTMENT FOR THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 192, BEING N89°34'18"E.

3. ELEVATIONS AND BENCH MARKS ARE BASED ON OSCEOLA COUNTY BENCHMARK DISC #998, BEING A BRASS DISC IN A CONTROL STRUCTURE, HAVING AN ELEVATION OF 74.04 NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD29).

4 UNDERGROUND UTILITIES (SANITARY SEWER, STORM, POTABLE WATER, FIRE, ELECTRIC, GAS, CABLE, & TELEPHONE) WERE NOT LOCATED. ABOVE GROUND INDICATORS OF SUCH FACILITIES ARE SHOWN ON THIS MAP AS OBSERVED. NO INVESTIGATION WAS PERFORMED AS TO HOW THESE LOCATED FEATURES ARE CONNECTED BELOW THE GROUND.

5. UNDERGROUND ENCROACHMENTS WERE NOT LOCATED. ALL FEATURES SHOWN ON THIS MAP WERE LOCATED FROM VISIBLE EVIDENCE.

6. NO CEMETERIES OR BURIAL GROUNDS WERE OBSERVED ON THE PROPERTY.

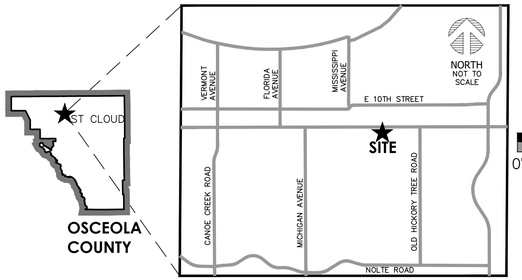
7. NO WETLANDS WERE OBSERVED ON THE SUBJECT PARCEL.

8. THIS MAP IS INTENDED TO BE DISPLAYED AT 1" = 30'.

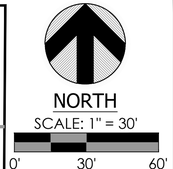
9. THIS SURVEY IS BASED ON FIDELITY NATIONAL TITLE INSURANCE COMPANY, POLICY NUMBER NACS250510, DATE OF POLICY: MARCH 16, 2026 AT 8:00 PM; PROPOSED INSURED: PALMETTO ST CLOUD-EAST 13 STREET, LLC.

10. SANITARY PIPES OBSERVED ON PROPERTY WERE 8" PVC. WESTERN MANHOLE RIM AND CLEANOUTS COULD NOT BE OPENED BY TOOLS OF THE SURVEYOR. INVERTS WERE NOT ABLE TO BE OBTAINED.

11. INVERT FOR DRAINAGE INLET WAS NOT DETERMINABLE AS PIPE WAS SUBMERGED. BOTTOM OF INLET WAS MEASURED.



VICINITY MAP



CERTIFICATION TO:
PALMETTO ST CLOUD-EAST 13TH STREET, LLC
FIDELITY NATIONAL TITLE INSURANCE COMPANY,

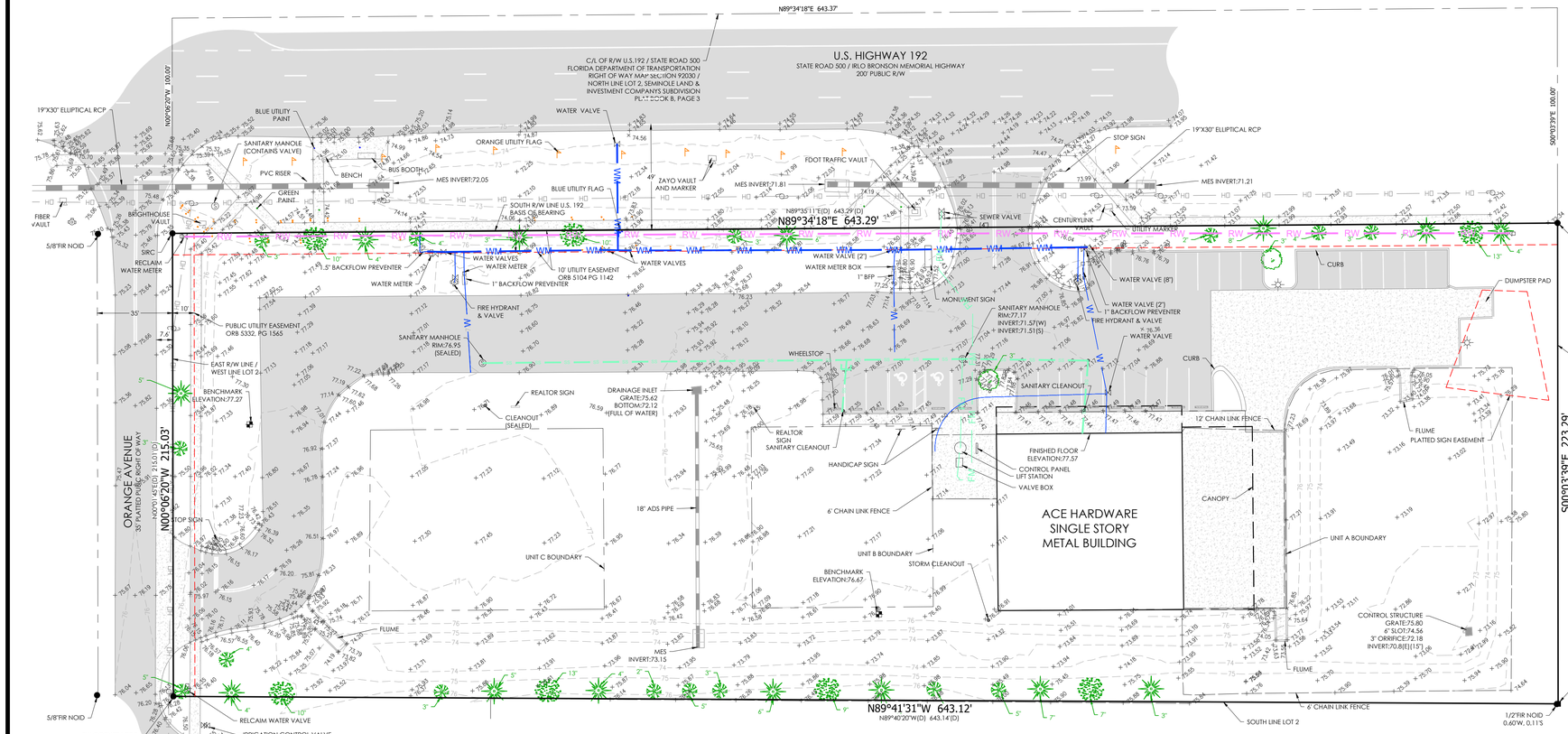
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, INCLUDING ITEMS 1,2,3,4,5,8,13,16,18, & 19, FROM TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 4, 2025.

ORTHO RECTIFIED PHOTO
SCALE: 1" = 100'

NO.	DATE	APPROVED	DESCRIPTION
1	10/02/25		ADDED METES AND BOUNDS DESCRIPTION
2	12/22/25		ADDED UTILITIES PROVIDED BY ENGINEER OF RECORD
3	03/23/26		UPDATED PER NEW TITLE COMMITMENT
4	05/04/26		ADDED RECORDING INFORMATION FOR NORTHERN UTILITY EASEMENT

ROBERT E. LASEBY, III — PSM#6389 — STATE OF FLORIDA — No. 6389 — REGISTERED — NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE

DRAWN BY: REL4 — CHECKED BY: REL4



PARCEL: 12-26-30-0725-0001-0150
OWNER: ROBERTS TERRY & REBECCA

LEGEND:
FIRC = FOUND IRON ROD AND CAP
FIR = FOUND IRON ROD
SIRC = SET 1/2" IRON ROD WITH CAP STAMPED "LB8112"
FCM = FOUND CONCRETE MONUMENT
FN&D = FOUND NAIL & DISK
SN&D = SET NAIL & DISK STAMPED "PRM / PCP LB8112"
FIP = FOUND IRON PIPE
NOID = NO IDENTIFICATION
ORB = OFFICIAL RECORD BOOK
PG = PAGE
PB = PLAT BOOK
R/W = RIGHT-OF-WAY
C/L = CENTERLINE
(M) = MEASURED , (D) = DESCRIPTION / DEED ,
(C) = CALCULATED, (P) PLAT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
SET 1/2" IRON ROD WITH CAP STAMPED "TRAV PT LB8112"
MES = MITERED END SECTION
RCP = REINFORCED CONCRETE PIPE
ADS = ADVANCED DRAINAGE SYSTEMS PIPE
NAVD = NORTH AMERICAN VERTICAL DATUM
NAD = NORTH AMERICAN DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
LB = LICENSED BUSINESS
POWER POLE
HIGHWAY SIGN
UTILITY FLAG
FIRE HYDRANT
LIGHT POLE
VALVE
OVERHEAD LINE — OH
WATER MAIN — WM
RECLAIMED WATER — RW
GRAVITY SEWER — S
FORCEMAIN — FM
WATER SERVICE — W
ASPHALT AREA
CONCRETE AREA
OAK TREE
MAGNOLIA TREE
SYCAMORE TREE
TREE SPECIES UNKNOWN

EMAIL: rlaseby@basepointsurveying.com
PHONE: (863) 337-7413
MAILING: 1515 S. FLORIDA AVE.
LAKELAND, FL 33803
PHYSICAL: 150 SOUTH WOODLAWN AVENUE, LAKELAND, FL 33801
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112
BASEPOINT SURVEYING, INC.

CLIENT: PALMETTO CAPITAL GROUP
PROJECT: BSRO ST. CLOUD

ALTA / NSPS LAND TITLE SURVEY

13TH STREET, ST. CLOUD FL, 34769

PROJECT NO. 11492 — SHEET 1 OF 1

Meeting: June 11, 2026

Agenda Item Type: Consent Agenda Fire and Police Pension Board Ratification

City Clerk Agenda Item:
Request Council's approval of the ratification of the appointment to Seat # 5, on the Fire and Police Pension Board.
COST: No cost associated with this item.
This item is for the ratification of Seat # 5 on the Fire and Police Pension Board.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
On May 12, 2026, the Fire and Police Pension Board voted to re-appoint Vinny Shepard to Seat # 5 on the board. The application of the appointee is submitted to City Council for ratification.

Legal Authority:
Ordinance 2009-16

Budget and Recommendation:
No cost associated with this item.

Recommend Council act as deemed appropriate.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
Final Action: 6/11/2026

Attachments:
1. Vinny Shepard Online Form Submittal_ Boards and Committees Application_Redacted

From: noreply@civicplus.com
To: Stacey Wilde; City Clerk
Subject: Online Form Submittal: Boards and Committees Application
Date: Monday, June 1, 2026 11:50:32 AM

Boards and Committees Application

City of St. Cloud Committee Online Application Form

Date	6/1/2025
Last Name	Shepard
First Name	Vinny
Middle Name	*Field not completed.*
Date of Birth	[redacted]
Phone #	[redacted]
Cell Phone #	[redacted]
Email address	[redacted]
Physical Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Public Records Exemption	Yes
Mailing Address if different from above	4700 Neptune Road
City	St Cloud
State	FL
Zip Code	34769
How Did You Hear About This Opportunity?	Word of Mouth

(Section Break)

Committee(s) desired in order of preference: (Do not write "ANY")

Boards and Committees List and Criteria	Click here
1st choice	Fire/Police Pension Board*
2nd choice	Planning Commission
3rd choice	Economic Development Advisory Committee

(Section Break)

Employer	City of St. Cloud
Address	4700 neptune road
City	St Cloud
State	FL
Zip	34769
Education	
High School	Dracut high school
Years Completed	12
Degree	Na
College	Lowell at Mass/Columbia college
Years Completed	4
Degree	Criminal Justice administration
Other	*Field not completed.*
Years Completed	*Field not completed.*
Degree	*Field not completed.*

(Section Break)

NOTE: Please answer question 1 & 2 ONLY if you are applying to the CRA Board. *Eligibility criteria for appointment to the Community Redevelopment Agency: Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or*

other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. (FS 163.356)

1. Do you reside within the boundary of the CRA ?	No
CRA Map	CRA Map
2. Do you engage in business in the CRA district?	Yes

(Section Break)

GENERAL INFORMATION SECTION

1. Are you a City of St. Cloud resident (inside the City limits)?	Yes
2. Are you registered to vote in Osceola County?	Yes
3. Do you own property or a business in St. Cloud?	Property
Is this property or business located within the boundary of the CRA?	No
Location of Property or Business	[redacted]
4. Are you currently serving on a City board?	Yes
If yes, which one?	Police and Fire Pension
5. Have you ever served on a City Board?	Yes
If yes, when and which	Police and fire 2008 to 2019 2022 to present

board?	
6. Have you attended the City of St. Cloud Citizen's Academy?	No
If not, would you be interested in attending?	No
8. How long have you lived in Central Florida?	38 years
	(Section Break)
EXPERIENCE: Due to their unique functions, some boards/committees seek certain fields of expertise from prospective members. Please check any of the following criteria relevant to your work experience (This information only applies to certain boards/committees):	Fire Safety, Law
List any professional licenses/certificates you hold and attach copies:	Certified police officer
	Field not completed.
List hobbies, interests, and/or community activities:	Charities, golf, hunting fishing
	(Section Break)
REFERENCES: (Please include name, address, and phone number)	
1.	Kirk Zilke 4700 Neptune road [redacted]
2.	Garret Stockdill 4700 Neptune Road [redacted]
3.	Glenn Gilbert 4700 Neptune road [redacted]

A resume or additional information is preferred. Please do not attach any documents that can lead to identity theft for example: Drivers License, Social Security numbers, etc.	*Field not completed.*

I understand the responsibilities associated with being a Board member and I have adequate time to serve on the board(s). APPLICATIONS WILL BE KEPT ON FILE FOR 1 YEAR

First Name	Vinny
Last Name	Shepard
Date	[redacted]

If you have any questions please contact:
City Clerk's Office 1300 9th Street Building A, 3rd floor, St. Cloud, FL 34769 Email: Stacey.wilde@stcloudfl.gov Phone: 407-957-7388 Fax: 407-957-7385

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Meeting: June 11, 2026

Agenda Item Type: Consent Agenda
Proclamation in recognition of National Parks and Recreation Month

City Clerk Agenda Item:
Request Council's approval of a Proclamation in recognition of National Parks and Recreation Month.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
Request Council's approval of a Proclamation in recognition of National Parks and Recreation Month. This proclamation was sponsored by Deputy Mayor Gilbert.

Legal Authority:
Per Resolution 2026-018R - Proclamation Policy

Budget and Recommendation:
No cost associated with this item.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
6/11/2026 Final Action

Attachments:
1. Parks and Recreation Month 2026

The City of St. Cloud, Florida

Proclamation

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of St. Cloud; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month, and the City of St. Cloud recognizes the benefits derived from parks and recreation resources; and

NOW, THEREFORE, I, Ken Gilbert, Deputy Mayor, along with the City Council of the City of St. Cloud, Florida, do hereby proclaim July 2026 as

Parks and Recreation Month

In our city and urge all citizens to enjoy leisure time with family and friends at our community's parks and recreational facilities.

In witness whereof I have hereunto set my hand and cause this seal to be affixed

_____

Attest: _____

Date: _____

City Council Workshop
Thursday, March 5, 2026
City Hall - Council Chambers
1300 9th Street
2:30 PM
Minutes

I. Mayor Robertson called the meeting to order at 2:30 p.m.

II. Pledge of Allegiance

III. Roll Call

- Mayor Chris Robertson
- Deputy Mayor Ken Gilbert
- Council Member Jennifer A. Paul
- Council Member Kolby Urban
- Council Member Shawn Fletcher

All members were present with the exception of Council Member Fletcher who appeared via phone.

IV. Discussion Item

1. RFQ No. 2025-209 Economic Development Consulting Services Interviews Short-Listed Forms

Leslie Flores, Procurement Services Director, opened the evaluation committee meeting for RFQ No. 2025-209, Economic Development Consulting Services. She noted that this was a public meeting but that no public input would be taken. Ms. Flores provided background on the solicitation process: the RFQ was issued on January 4 with a February 5 due date, and 15 submittals were received. The five Council Members served as the evaluation committee, independently scoring the submissions based on the criteria established in the RFQ document. The compiled and ranked scores were presented to the Council for the purpose of reaching a consensus on a shortlist of firms to advance to an interview phase.

The City Attorney advised the Council that, in order to preserve the integrity of the evaluation process, it was most prudent to select firms for the shortlist working from the top of the ranked scores downward, rather than selecting firms out of order.

Discussion on Shortlist Size and Interview Process

Council Members engaged in a substantive discussion regarding how many firms to advance and how the subsequent interview process should be structured. Deputy Mayor Gilbert expressed appreciation for the quality of the submittals and asked that firms not selected be encouraged to remain engaged with the city for future opportunities. Council Member Urban emphasized that the city is at a critical and pivotal moment in its economic development, and

articulated his primary criteria: he sought firms with active, personal industry relationships capable of recruiting businesses and jobs to St. Cloud, with preference given to firms having demonstrated local and Central Florida experience. He expressed some concern that larger, more established firms might not provide the personalized attention the city requires.

Mayor Robertson proposed advancing the top nine firms, noting that a tie in scoring at the eighth position effectively produced nine firms reasoning that the interview process would allow the full Council to collectively assess each firm in a way that individual written scoring could not. He suggested the interview phase would then narrow the field to three finalists before a final selection. The Council concurred with this approach.

The City Manager cautioned the Council to be mindful of the time commitment involved in interviewing nine firms, suggesting that presentations could run 30 minutes to an hour each. Mayor Robertson proposed a streamlined format: firms would be given a brief three-to-five minute recap of their firm, followed by an open question-and-answer period, with a maximum of 30 minutes per interview. The Council agreed that given they had already reviewed the written submittals, an extended formal presentation was unnecessary.

Mayor Robertson indicated that his primary line of questioning would focus on the depth and quality of each firm's industry relationships specifically, whether firm representatives have established personal contacts with businesses and industries that could be recruited to St. Cloud. He stated that he was less interested in analytical or demographic consulting and more focused on firms with the proven ability to directly recruit industry and bring jobs to the city.

Council Member Paul raised the matter of references, asking whether firms could be required to provide additional references beyond those already submitted. Ms. Flores confirmed that references can always be requested, and that staff would conduct reference follow-up. Deputy Mayor Gilbert asked what specific questions would be posed to references; Ms. Flores indicated that reference inquiry language was incorporated into the solicitation document, and that additional questions could be submitted. Mayor Robertson affirmed the importance of substantive reference checks beyond simple contact information.

City Attorney Mantzaris noted that given the nature of what the Council is seeking a trusted partner with strong industry relationships the interview phase was more about assessing fit and feel than completing a formal re-scoring exercise. The Council agreed that no additional formal scoring sheets would be required for the interview phase.

The Council discussed scheduling the nine interviews on the same day. Mayor Robertson inquired about the March 19 workshop agenda; staff confirmed it currently included only a historic preservation discussion and a potential trolley conversation related to a meeting with Representative Stark and FDOT, noting the trolley item was contingent on the representative's availability. The Council discussed the week of March 16 as a target. After considering various scheduling conflicts, including a Meals on Wheels Champion Day event on March 16, the Council tentatively agreed to schedule the interviews for Monday, March 16, 2026, beginning at 9:00 AM, with the understanding that the March 19 workshop could serve as a backup if needed.

Ms. Flores confirmed that firms would be provided Council's key questions in advance of their interview so that they could prepare focused responses.

The City Manager announced that the city's Finance Department had received the Triple Crown Award, noting it was a significant achievement shared by only a small number of municipalities. Deputy Mayor Gilbert echoed the congratulations and encouraged the city to publicize the recognition.

V. Adjournment 2:57 p.m.

_____

Mayor Christian B. Robertson

ATTEST:

_____

City Clerk, Ivy Llauro

Minute Approved: _____

St. Cloud City Council Regular Meeting
Thursday, April 9, 2026
City Hall - Council Chambers
1300 9th Street
6:30 p.m.
Minutes

I. Mayor Robertson called the meeting to order at 6:31 p.m.

II. Invocation given by Pastor Randy Law from National Day of Prayer of Osceola County.

III. Pledge of Allegiance

IV. Roll Call

♦ Mayor Chris Robertson	Veronica Miller, City Manager
♦ Deputy Mayor Ken Gilbert	Daniel Mantzaris, City Attorney
♦ Council Member Jennifer A. Paul	Ivy Llauro, City Clerk
♦ Council Member Kolby Urban	Stacey Wilde, City Clerk Coordinator
♦ Council Member Shawn Fletcher	Members of the Press

All members were present with the exception of Council Member Fletcher who was absent.

V. Agenda Update

To include continued or add-on items, corrections, and/or deletions of existing items as submitted by the City Manager.

City Manager, Veronica Miller, requested to continue Public Hearing #9 to the May 14th meeting at the applicant's request.

VI. Presentations

- Proclamation in recognition of National Day of Prayer

Deputy Mayor Gilbert presented Randy Law with a proclamation in recognition of National Day of Prayer.

- Proclamation in recognition of Fair Housing Month

Deputy Mayor Gilbert presented Teresa Reilly-O'Doherty with a proclamation in recognition of Fair Housing Month.

- Presentation of Employee of the Month for the Month of April to Nicholas J. Schoettle

Lucy Lugo presented Nicholas J. Schoettle with the Employee of the Month Award.

VII. Consent Agenda

The next portion of tonight's meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Council Member Paul requested to pull item 14 for discussion.

1. Resolution No. 2026-015R, a resolution of the City Council of the City of St. Cloud, Florida, amending Resolution No. 2025-115R adopted in accordance with Florida Statute 218.415 for adoption of an Investment Policy for administering Ordinance 2001-24 (City Charter Article V Section 2-150) and providing an effective date.
   COST: No cost associated with this item.
   This item is to amend the investment policy.

2. Resolution No. 2026-024R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to declare items as obsolete, damaged, and/or surplus property and otherwise in the best interest of the City of St. Cloud.
   COST: No cost associated with this item.
   This item is to dispose of obsolete property.

3. Resolution No. 2026-027R, a resolution of the City Council of the City of St. Cloud, Florida, amending legal notice and advertising procedures for public hearings before the Zoning Board of Adjustment, Planning Commission, and City Council.
   COST: There is no cost associated with this item.
   This item is to amend the legal requirements for advertising public hearings.

4. Resolution No. 2026-033R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the utilization of Omnia Partners Contract No. 2024056-01, which is reasonable and otherwise in the best interest of the City of St. Cloud, whose subject matter is Information Technology Products, Services and other solutions, providing the award thereof to CDW-Government, and their authorized resellers, and providing an effective date.
   COST: Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by the IT Department for the purchase of Information Technology Products, Services and other Solutions, on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
   This item is to approve the purchase of computers, monitors, scanners, printers, and related IT equipment, services and other solutions from CDW-Government, LLC.

5. Resolution No. 2026-034R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the utilization of State of Florida DMS Alternate Contract Source No. 43230000-NASPO-16-ACS, which is reasonable and otherwise in the best interest of the City of St. Cloud, whose subject matter is Cloud Solutions, providing the award thereof to Carahsoft Technology Corporation, and providing an effective date.
   COST: Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by various departments for the purchase of IT related cloud and software solutions, on an as-needed basis from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
   This item is to approve the purchase of cloud and software solutions from Carahsoft Technology Corporation.

6. Resolution No. 2026-046R, a resolution of the City Council of the City of St. Cloud, Florida, approving amendments to the agreements between the City of St. Cloud and A. Bartlett Roofing and Construction Services, LLC, Advanced Roofing, Inc., APD Construction, LLC, Architectural Sheet Metal, Inc., BigKing Services, Central Florida Equity Builders, Ferrara Consultants and Space Age Roof Tech, LLC, Grove Construction, Hodges Brothers Roofing, LLC, Hurricane Roofing and Construction, Janja Group, LLC, MVB & Associates, Inc., Next Dimension Construction and Roofing, PRS, Inc., RMS Orlando, Inc., SEMCO Construction, Inc., Story Roofing, LLC, Tecta America Southeast, LLC, and United Construction Solutions for Roofing contractor services, and providing an effective date.
   COST: Undetermined at this time as services are provided on an "as-needed" basis. These contracts will be utilized by various departments on an as-needed basis from approved and budgeted expenditure accounts.
   This item is to approve amendments to agreements for roofing contractor services to increase the maximum aggregate of purchase orders to exceed $150,000.00 annually.

7. Resolution No. 2026-035R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Roofing Contract Services with APD Construction LLC dated November 6, 2025 for Community Center Reroof, and any amendments thereto, and providing an effective date.
   COST: up to $209,096.40
   This item is to approve a task authorization with APD Construction LLC to replace the Community Center roof.

8. Resolution No. 2026-036R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Roofing Contract Services with APD Construction LLC dated November 6, 2025 for Progress Lane Roof Replacement, and any amendments thereto, and providing an effective date.
   COST: up to $246,545.51
   This item is to approve a task authorization with APD Construction LLC for the

complete removal and replacement of the existing roofing systems for the modular buildings located at 3101 Progress Lane.

9. Resolution No. 2026-039R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into an agreement with Goman York Property Advisers LLC., per Request for Qualifications (RFQ) 2025-209 Economic Development Consulting Services, and providing an effective date.
   COST: Undetermined at this time as goods and services are provided on a task authorization basis. These contracts will be utilized for consultant services on an as-needed basis for various approved projects and budgeted expenditure accounts.
   This item is to approve agreement with Goman York Property Advisers LLC., for RFQ No. 2025-209 Economic Development Consulting Services.

10. Resolution No. 2026-040R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Continuing Professional Civil Engineering Services with Osceola Engineering, Inc. dated October 28, 2022 for Mutter Road Extension Design Scope, and any amendments thereto, and providing an effective date.
    COST: up to $199,250.00
    This item is to approve a task authorization with Osceola Engineering, Inc. for the design of Mutter Road Extension.

11. Resolution No. 2026-041R, a resolution of the City Council of the City of St. Cloud, Florida, determining the responsive bidders whose bids are reasonable and otherwise in the best interest of the City of St. Cloud, and the award thereof in regard to Invitation to Bid (ITB) No. 2026-004 to Baron International, LLC, DBA Baron Sign Manufacturing, D & H Moon, Inc., DBA Karma Sign, Don Bell Signs, LLC, i2Visual, Inc., Milli SNG, LLC/image360 South Orlando, International C&C Corporation, DBA International Sign, DBA Sign X-Press, OmniOne Media, LLC, and SSC Signs & Lighting, LLC, whose subject matter is Sign Fabrication and Installation Services, and providing an effective date.
    COST: Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by various departments for the purchase of sign fabrication and installation services on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
    This item is to authorize the City Manager to enter into agreements for sign fabrication and installation services.

12. Resolution No. 2026-042R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a Task Authorization to the contract and agreement for Sign Fabrication and Installation Services with SSC Signs & Lighting, approved by resolution April 9, 2026, for the Wayfinding System Signs, and any amendment thereto, and providing an effective date.
    COST: up to $249,709.00
    This item is to approve a task authorization with SSC Signs & Lighting for the

fabrication and installation of Wayfinding System Signs at multiple locations within the City of St. Cloud.

13. Resolution No. 2026-049R, a resolution of the City Council of the City of St. Cloud, Florida, entering into an agreement with Osceola County and Pulte Home Company, LLC for the design, engineering fees, actual construction costs, and conveyance of right-of-way of Bluebird Groves Parkway, a framework road adjacent to the Amelia Groves property boundary for mobility fee credits; authorizing the mayor to execute the agreement and providing an effective date.
    COST: The City agrees to provide Pulte Home Company, LLC, $1,725,390.92 in mobility fee credits for the design, permitting, and construction of Bluebird Groves Parkway, a framework road.
    This item is to approve Resolution No. 2026-049R authorizing the Mayor to enter into a mobility fee credit agreement between Pulte Home Company, Osceola County, and the City of St. Cloud to provide mobility fee credits for the design, permitting, and construction of Bluebird Groves Parkway.

14. Resolution No. 2026-052R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the Mayor to enter into an agreement with Osceola County for the Transfer and Acceptance of Real Property for Hickory Tree Community Park, providing an effective date.
    COST: The city will be responsible for the maintenance of the park will be included in next next budget at an approximate cost of $253,000.
    This item is to authorize the Mayor to execute an Agreement between Osceola County and the City of St. Cloud.

Council Member Paul requested to pull item 14 (Resolution 2026-052R regarding real property transfer agreement with Osceola County for Hickory Tree Community Park). She explained that the county is transferring these parks to the city as agreed upon in a 2015 JPA amendment, and noted that the county will provide $115,000 for a new playground at Hickory Tree due to current substandard conditions.

Deputy Mayor Gilbert supported the transfer, emphasizing that St Cloud has excellent parks and that while park maintenance is costly, it serves citizens well. He expressed excitement about future multi-field development for soccer and football, noting the importance of recreational activities for youth development.

Mayor Robertson acknowledged the county's excellent operation of the facility over many years and agreed it made sense for the city to take over as the city has grown around it.

15. Minutes: February 12, 2026 / Regular Meeting; February 19, 2026 / Workshop and March 12, 2026 / Regular Meeting

Council Member Paul made amotion to approve the consent agenda as presented. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

VIII. Citizens Forum

Any person who desires to comment on any item not on this agenda is provided this opportunity to address the City Council. Each person is requested to complete a sign-in form to be provided to the presiding officer prior to, or as soon as is practical thereafter, the person addresses the Council.

Stephanie Gilbert, president of Hopkins Heroes, addressed the council regarding summer camp services for children in the Hopkins Park area. She explained that due to construction at Hopkins Park, 27 children who previously attended free summer camp there would have no options, as families cannot afford the $125-150 per week cost at the Civic Center. She noted that while the city identified 4 children in the immediate Hopkins area who could receive transportation to the Civic Center, 23 others would be left without care.

Gilbert requested that the city waive fees for these 27 children at least for the summer as a bridge solution while working toward a long-term plan. She emphasized this is about safety and keeping children off the streets while parents work.

Mayor Robertson clarified that the 4 children in the immediate walking area of Hopkins Park would receive free transportation and services at the Civic Center. However, he expressed concern about providing free services to some children citywide while charging others, questioning how to differentiate fairly among families facing similar financial difficulties.

Deputy Mayor Gilbert supported helping children but emphasized the need for fiscal responsibility with taxpayer money. He suggested exploring corporate sponsorship and private funding options, noting his experience with nonprofit work. Gilbert also advocated for establishing a citywide process for low-income assistance rather than limiting it to one area.

Council Member Paul emphasized her understanding as a single mother of the challenges parents face, suggesting the city examine grant opportunities and consider vetting the entire program with income-based assistance.

Council Member Urban supported delaying registration deadlines to provide time to work out funding solutions, whether through private fundraising or local business partnerships.

The discussion revealed confusion about communication regarding summer camp plans, with Gilbert stating she only learned in January that Hopkins Park would not have summer camp services, while city officials indicated this had been communicated at prior community meetings.

After extensive discussion, the council agreed to guarantee funding for the 4 children in the immediate Hopkins area, hold registration spots for 30 days for the other 23 children while exploring solutions, and revisit the broader issue at the April 16 workshop to develop a citywide approach to low-income summer camp assistance.

Sarah Marquith, a Parks and Recreation employee, spoke about the critical importance of affordable summer camp programs. Based on her firsthand experience, she witnessed significant academic and social growth in children who attended the programs, noting that without structured activities, students can lose 2-3 months of learning over summer, with low-income students falling behind even further.

Marquith observed that children came specifically for meals through the lunch program, highlighting food insecurity issues. She proposed implementing income-based scholarships, suggesting 5% of participants receive free access and another 10% receive discounted rates or payment plan options.

Teresa Melhot, 2924 Cool Breeze Circle. addressed the council about promises made at Hopkins Park community meetings over several years, stating that city staff had consistently indicated a construction trailer would be provided for summer camp operations. She argued that construction barriers could safely separate the playground from construction areas, similar to what schools do during construction projects.

Melhot also highlighted the loss of the federal summer meal program at Hopkins Park, which provided lunches to any school-aged children in the community. She suggested honoring previous commitments by providing the trailer and safety barriers for this year while working out long-term solutions.

IX. Public Hearings

1. **PUBLIC HEARING FOR RESOLUTION NO. 2026-023R,** a resolution of the City Council of the City of St. Cloud, Florida, granting a conditional use for a "Private School" in the Single-Family Dwelling "R-1B" Zoning District on the +/- 2.45 acres of land known as Graceful Christian Academy, Project #CNU25-00008, located at 1215 Old Hickory Tree Road, as described in the body of this resolution. (Above is full title)
   ACTION ON RESOLUTION NO. 2026-023R

City Clerk, Ivy Llauro read the Public Hearing for Resolution 2026-023R into the record by title.

Jeffrey Ball, Community Development Director reviewed the proposed Resolution.

Mayor Robertson announced the Public Hearing for public comment.

Pastor Luke Anthony of Altar Church, the applicant, confirmed this was simply a name change for an already approved use.

Deputy Mayor Gilbert praised Pastor Luke's management of traffic issues and community services, noting his successful operation of a food pantry serving 200 families three times per week.

James Moore, representing Wawa across the street, stated that Pastor Luke had effectively resolved previous traffic stacking issues and expressed full support for the application.

Deputy Mayor Gilbert made a motion to approve Resolution 2026-023R. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

2. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-16**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 44.33 acres identified as Chisholm Estates, Project # ANX25-00025, generally located north of Old Oak Trail, east of East Lake Tohopekaliga, south of Lillian Black Road, west of South Narcoossee Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2026-16**

City Clerk, Ivy Llauro read the Public Hearing for Ordinance No. 2026-016 into the record by title.

Jeffrey Ball, Community Development Director, reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for public comment, with no response from the audience.

Council Member Urban made a motion to adopt Ordinance No. 2026-16. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

3. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-10,** an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 9.79 acres identified as Narcoossee and Starline, Project #ANX26-00001, generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes.(Above is full title) **ACTION ON ORDINANCE NO. 2026-10**

City Clerk, Ivy Llauro read the Public Hearing for Ordinance No. 2026-10, 2026-11 and 2026-12 into the record by title.

Jeffrey Ball, Community Development Director, reviewed the proposed Ordinances.

Mayor Robertson announced the Final Public Hearing for public comment.

Christopher Burton, applicant, from Interplan LLC indicated willingness to meet Narcoossee overlay design standards and consider use restrictions if requested by the council

Betty Dempke, representing area residents, expressed support for annexation but concerns about commercial zoning.

James Moore supported the development as an opportunity for high-quality commercial growth and local job creation.

Council Member Urban noted the need for quality commercial development and expressed concern about the Narcoossee overlay's limitations on commercial growth south of Boggy Creek Road.

Deputy Mayor Gilbert and Council Member Urban both emphasized wanting to restrict certain uses like car washes, storage units, and potentially tire shops.

Applicant Christopher Burton indicated willingness to work with the city on use restrictions but requested a continuance to consult with property owners about specific limitations.

Council Member Urban made a motion to continue Ordinances No. 2026-10, 2026-11 and 2026-12 to the May 14, 2026 City Council Meeting. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

4. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-11**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of approximately +/- 9.79 acres identified as Narcoossee and Starline, Project #CPA26-00001, generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road; from "LDR" Low Density Residential (County) to "COM" Commercial (City), providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-11**

City Clerk, Ivy Llauro read the Public Hearing for Ordinance No. 2026-10, 2026-11 and 2026-12 into the record by title.

Council Member Urban made a motion to continue Ordinances No. 2026-10, 2026-11 and 2026-12 to the May 14, 2026 City Council Meeting, Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

5. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-12**, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 9.79 acres identified as

Narcoossee and Starline, Project #ZMA26-00001, from "AC" Agriculture and Conservation and “R-2” Rural Development (County) to "HB" Highway Business (City), generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-12** (This is a Quasi-Judicial proceeding)

City Clerk, Ivy Llauro read the Public Hearing for Ordinance No. 2026-10, 2026-11 and 2026-12 into the record by title.

Mayor Robertson announced the Final Public Hearing for public comment, with no response from the audience.

Council Member Urban made a motion to continue Ordinances NO.2026-10, 2026-11 and 2026-12 th May 14, 2026 City Council Meeting, Council Member Paul seconded.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

6. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-13**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 4.85 acres identified as Hickory Tree Road Community Center, Project #ANX25-00026, generally located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2026-13**

City Clerk, Ivy Llauro read the Final Public Hearing for Ordinance No. 2026-13, 2026-14 and 2026-15 into the record by title.

Mayor Robertson announced the Final Public Hearing for public comment, with no response from the audience.

Deputy Mayor Gilbert made a motion to adopt Ordinance No. 2026-13 Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

7. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-14**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of approximately +/- 4.85 acres identified as Hickory Tree Road Community Center, Project #CPA25-000016, generally located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road; from “CC”

Community Center (County) to “CC” Community Center (City), providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-14**

City Clerk, Ivy Llauro read the Final Public Hearing for Ordinance No. 2026-13, 2026-14 and 2026-15 into the record by title.

Mayor Robertson announced the Final Public Hearing for public comment, with no response from the audience.

Council Member Paul made a motion to adopt Ordinance No. 2026-14 Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

8. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-15**, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 4.85 acres identified as Hickory Tree Road Community Center, Project #ZMA25-00020, from "CCC" Community Center Core (County) to "CCC" Community Center Core (City), generally located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-15** (This is a Quasi-Judicial proceeding)

City Clerk, Ivy Llauro read the Final Public Hearing for Ordinance No. 2026-13, 2026-14 and 2026-15 into the record by title.

Jeffrey Ball, Community Development Director, reviewed the proposed Ordinances.

Mayor Robertson announced the Final Public Hearing for public comment.

John Adams from RJWA Inc. explained this is part of the urban infill adoption with requirements for commercial components, minimum 2-story buildings, build-to lines, and interconnectivity with surrounding developments. Target uses include office space, spa/wellness facilities, coffee shops, sit-down restaurants, gyms, and professional offices

Deputy Mayor Gilbert supported the vertical development approach, emphasizing the need to build up rather than out as the city grows. He appreciated the minimum 2-story requirement and interconnectivity features.

Deputy Mayor Gilbert made a motion to adopt Ordinance No. 2026-13 Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

9. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-06**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 743.53 acres identified as Whaley Platt, Project #ANX25-00020, generally located north of Lake Tohopekaliga, east of Osceola Road, south of Kissimmee Park Road, and west of Lake Tohopekaliga Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2026-06**

City Clerk, Ivy Llauro read the Final Public Hearing for Ordinance No. 2026-06 into the record by title.

Deputy Mayor Gilbert made a motion to continue Ordinance No. 2026-06, to the May 14, 2026 City Council Meeting. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

10. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-09**, an ordinance of the City Council of the City of St. Cloud, Florida, amending Article 13 Special Purpose Overlay Districts, Section 3.13.3, Entertainment District, amending Subsection C "Outside Consumption in the District" Subparagraph 1 "District Possession/Consumption Hours" revising the days and hours for the authorized consumption of alcoholic beverages within the Entertainment District; providing for conflict, severability, administrative correction, codification and publication and effective date.(Above is full title) **ACTION ON ORDINANCE NO. 2026-09**

City Clerk, Ivy Llauro read the Final Public Hearing for Ordinance No. 2026-09 into the record by title.

Jeffrey Ball, Community Development Director, reviewed the proposed Ordinances.

Mayor Robertson announced the Final Public Hearing for public comment, with no response from the audience.

Police Chief; Doug Goerke expressed no concerns, noting that residents are responsive and the midnight cutoff is standard.

Council Member Urban made a motion to adopt Ordinance No. 2026-09. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

11. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-17**, an ordinance of the City Council of the City of St. Cloud, Florida, Amending Chapter 3, Article 4, “Agricultural Zoning Districts”; Article 5, “Residential Zoning Districts”; and Article 14, “Use Regulations,” Section 3.14.30 “Accessory Dwelling Units (ADU)” of the Land Development Code. Providing for severability, conflicts, codification, publication and an effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-17**

City Clerk, Ivy Llauro read the Final Public Hearing for Ordinance No. 2026-17 into the record by title.

Jeffrey Ball, Community Development Director, reviewed the proposed Ordinances.

Mayor Robertson announced the Final Public Hearing for public comment, with no response from the audience.

Council Member Urban explained the rationale, noting this prevents "double-dipping" on impact fees and provides affordable housing alternatives for families, particularly elderly relatives. He cited successful similar programs in Osceola County.

Mayor Robertson expressed concerns about limiting the ordinance to single-family zoning districts to prevent unintended consequences in multifamily developments.

City Attorney Mantzaris indicated staff could rework the item and this would require re-advertising and additional code amendments.

The item was continued for staff to rework the language and bring back at a future meeting.

12. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-18**, an ordinance of the City Council of the City of St. Cloud, Osceola County, Florida, amending chapter 24 “environment” article IX “open burning”, section 24-308 “emergency prohibition of burning or use of fireworks and related actions” to define “dangerous environmental conditions”; providing for conflict, severability, administrative correction, codification, publication and effective date.(Above is full title) **ACTION ON ORDINANCE NO. 2026-18.**

City Clerk, Ivy Llauro read the Final Public Hearing for Ordinance No. 2026-18 into the record by title.

Fire Chief, Jason Miller reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for public comment, with no response from the audience.

Deputy Mayor Gilbert questioned state involvement in local burn ban decisions.

City Attorney Dan Mantzaris confirmed the city's authority while noting potential conflicts with state forestry on certain burn types.

Fire Chief Miller described recent challenges with land clearing burns, particularly in Stevens Plantation, where smoke affected schools and residents.

Council Member Urban made a motion to adopt Ordinance No. 2026-18. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

13. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-19**, an ordinance of the City Council of the City of St. Cloud, Florida, prescribing the manner of holding the regular election to be held on the first Tuesday after the first Monday of November each election year, to wit: November 3, 2026 with a primary election on August 18, 2026 (if required), pursuant to Chapter 20, Article 1, Section 20 of the Code of Ordinances of the City of St. Cloud, providing for an effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-19**

City Clerk, Ivy Llauro read the Final Public Hearing for Ordinance No. 2026-19 into the record by title.

City Attorney, Dan Mantzaris explained this required ordinance sets election dates (November 3, 2026 regular election, August 18, 2026 primary if needed) and precincts as mandated by the charter.

Mayor Robertson announced the Final Public Hearing for public comment, with no response from the audience.

Deputy Mayor Gilbert made a motion to adopt Ordinance No. 2026-09. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

X. Council Action

1. Resolution No. 2026-032R, a resolution of the City Council of the City of St. Cloud, Florida, prescribing the date of the election, the primary election (if necessary), the offices to be voted for, the nomination period for candidates, and the precinct locations.
   COST: No cost associated with this item.
   This item is to prescribe the dates for the 2026 Election.

City Clerk, Ivy Llauro read the Resolution No. 2026-032R into the record by title.

Council Member Paul questioned the qualifying requirements, asking whether candidates must complete both 25 petition signatures and pay a qualifying fee.

City Clerk, Ivy Llauro clarified that candidates can either gather petitions and pay 1% of council salary or pay a higher fee in lieu of petitions.

City Attorney Dan Matzaris agreed to include clearer information in qualifying packets and noted a special meeting would be called for June 15 at 2:30 PM for candidate qualification, pending council consensus, which was provided.

Mayor Robertson announced this item for public comment, with no response from the audience.

Council Member Urban made a motion to approve Resolution No. 2026-032R. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

2. Resolution No. 2026-045R, a resolution of the City Council of the City of St. Cloud, Florida, approving an Administrative Services Agreement with UMR Inc., a third party administrator for United Healthcare, and a Referenced-Based Pricing Agreement with HealthSCOPE Benefits, Inc. for the administration of the City of St. Cloud's self-funded health insurance plan with an effective date of October 1, 2026.
   COST: up to $261,308 estimated - paid per employee per month at $42.95 (Proposed FY26/27 Budget)
   This item is to approve two agreements for the administration of the City's self funded health insurance plan.

City Clerk, Ivy Llauro read Resolution No. 2026-045R into the record by title.

Human Resources Director, Justin Kleesner reviewed the proposed Resolution.

Benefits Consultant Danielle Boyle from Brown & Brown provided a presentation.

Deputy Mayor Gilbert asked detailed questions about provider participation, transition support, and administrative processes. He emphasized the need for seamless transitions given employees' healthcare importance.

Council Member Paul asked about claim denial rates.

Council Member Urban confirmed HIPAA compliance for patient advocates.

City Manager Veronica Miller noted that no formal provider agreements are required, potentially saving the city more money, and that emergency services are protected under the No Surprises Act.

Mayor Robertson announced this item for public comment, with no response from the audience.

Council Member Urban made a motion to approve Resolution No. 2026-045R, Council Member Paul seconded the motion

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

3. Resolution No. 2026-044R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the termination of that certain agreement dated July 28, 2021, effective October 1, 2021, between the City of St. Cloud and Cigna Health and Life Insurance Company, whose subject matter is Administrative Services Only Agreement, and providing an effective date.
   COST: No cost associated with this item.
   This item is to terminate the administrative services with Cigna Health and Life Insurance Company for the administration of the City's health insurance plan effective September 30, 2026.

City Clerk, Ivy Llauro read the Resolution No. 2026-044R into the record by title.

Human Resources Director, Justin Kluesner reviewed the proposed Resolution.

Mayor Robertson announced this item for public comment, with no response from the audience.

Council Member Paul made a motion to approve Resolution No. 2026-044R, Deputy Mayor Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

4. Resolution No. 2026-051R a resolution of the City Council of the City of St. Cloud, Florida, creates a process to allow for individual City Council members to provide direct funds and to purchase tables at events of select organizations that directly benefit the citizens of St. Cloud.
   COST: There is no cost associated with this item.
   This is to approve a Council community empowerment Fund.

City Clerk, Ivy Llauro read the Resolution No. 2026-051R into the record by title.

Deputy City Manager Scott Davidoff reviewed the resolution.

Deputy Mayor Gilbert confirmed tables would include A Council Member plus one guest, then be available to other council members and staff. He supported the structure while requesting clarification on expensive table scenarios.

Mayor Robertson suggested several modifications.

Council Member Paul requested removing council member names from advertising, preferring only the city logo to avoid perceptions of self-promotion.

Mayor Robertson announced this item for public comment, with no response from the audience.

Deputy Mayor Gilbert made a motion to approve Resolution No. 2026-051R with changes, Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

XI. First Readings and Introduction

The next items on the agenda are Ordinances before the Council for First Reading and Introduction for the sole purpose of the Council to authorize the publication of the ordinance for a final hearing. The Council will not take final action on the item tonight. Full presentations and public input on the ordinances will occur at the Final Hearing at which the Council will consider final action.

1. First Reading and Introduction for Ordinance No 2026-23, an ordinance of the City Council of the City of St. Cloud, Florida, amending St. Cloud City Code Chapter 8 "Animals," Section 8-7 "Exemption for Not-For-Profit Youth or Special Need Adult Organizations"; providing for severability; conflict; codification; publication and an effective date. (Above is full title) (Final Public Hearing will be heard on May 14, 2026) Action on Ordinance No. 2026-23

City Clerk, Ivy Llauro read the Ordinance No. 2026-23 into the record by title.

Council Member Paul made a motion to approve the first reading of Ordinance No. 2026-23. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0)

XII. City Attorney

City Attorney Mantzaris stated he had nothing at this time.

XIII. City Manager

City Manager Miller stated former power plant remediation is substantially complete with sod installation

Requested tasking Goman York economic development consultants with finding best use for the power plant property once compliance period end,

Council consensus was to task Goman York with finding the best use for that property.

City Manager Miller requested tasking Goman York with commercial development assistance for vacant property west of city limits on US 192 to facilitate annexation to Hobby Lobby

She stated pool resurfacing was in progress with annual passes to be extended for the closure period

She introduced the new Community Development Director Jeffrey Ball and stated Tisha Manning had been promoted to Deputy Director

City Manager Miller stated the City won gold level healthy workplace designation for second consecutive year

She presented a draft letter for Kings Crest/Canebrake/Woods at Kings Crest MSTU special assessment consideration, stating it would need over 50% resident support before proceeding

Requested immediate irrigation restoration for Kings Crest with back-charging capability

Council consensus was to continue services previously provided by the MSTU and to turn on the irrigation system immediately.

XIV. Mayor and Council Members

Deputy Mayor Gilbert distributed information about human trafficking awareness, noting Florida ranks third nationally.

Reported meeting with advocates seeking grant support from Senator Soto and reminded council about online nature of trafficking and need for vigilance

Council Member Paul addressed resident concerns about cracked trash bins, with Public Works Director, Kevin Felblinger, confirming free replacement for damaged city property.

She stated there was a private sponsor payment for Hopkins Park children's summer camp, which will be refunded since it was now covered by city

Discussed grant opportunities through early coalition meetings.

Proposed cemetery committee creation with citizen volunteers to identify deteriorating graves and seek historic preservation grants.

Council consensus was to look into a cemetery committee.

She announced May 7 community prayer breakfast and provided an invitation from Pastor Michael Young

Council Member Urban Requested tasking economic development consultants with strategies to discourage low-quality development and encourage high-wage employment opportunities.

Council Consensus was to assign this task to Goman York.

Mayor Robertson Requested consensus for Osceola Council on Aging proclamation for May Older Americans Month.

Council Consensus was for Mayor to issue the proclamation.

Stated he was a guest speaker at St Cloud High School Junior ROTC Awards banquet at the Florida Hotel.

He attended Taste of Main Street event Saturday evening.

He participated in Mater Academy career day with Council Member Paul and he was scheduled for Neptune Middle School career day

XV. Information Section and Report Section

- Friday, April 10, 2026 – Veteran's Council Meeting – 1:00 p.m., City Hall

  Thursday, April 16, 2026 – City Council Workshop – 2:30 p.m., City Hall, Council Chambers

  Thursday, May 14, 2026 – City Council Meeting – 6:30 p.m., City Hall, Council Chambers

Reports:

Warrant List #6 FY26

- Economic Development Advisory Committee Minutes January 21, 2026

XVI. Adjournment at 11:14 p.m.

_____

Mayor Christian B. Robertson

ATTEST:

_____

City Clerk, Ivy Llauro

Minute Approved: _____

Meeting: June 11, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-26 - Regulations governing commercial use of public property

Park & Recreation Agenda Item:
FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-26, an ordinance of the City Council of the City of St. Cloud, amending Chapter 38 "Streets, Sidewalks and Other Public Places" to create new section 38-6 "Permit Required for Using Public Property for Compensation or Consideration"; providing for conflict, severability, administrative correction, codification, publication and effective date. **ACTION ON ORDINANCE NO.2026-26**

Strategic Key Focus Areas:
High-Performing Government

Background Information:

Staff is bringing forward this ordinance amendment in response to a noticeable increase in businesses and individuals utilizing City-owned property for commercial purposes. These activities include providing services, advertising, and conducting transactions for profit on public lands and facilities.

Currently, the City Code does not clearly address or regulate all instances of private commercial use of public property. As a result, there is a need to establish consistent standards to ensure that such activities are properly reviewed, authorized, and managed in a manner that protects public use, safety, and the City's interests. Only at Lakefront Park is commercial activity currently prohibited without an approved permit or contract. This regulation was put in place to address the proliferation of for-profit businesses renting boats and jet skis.

The proposed ordinance addresses this need by requiring a permit or other formal authorization for any business or commercial activity conducted on City property. The specific changes to the ordinance are reflected as underlined text on the first and second pages of the attached ordinance.

The proposed Section 28-6 would:

- Prohibit conducting private business, commercial activity, or services for compensation on City property without proper authorization (e.g., permit, concession, lease, or franchise).
- Clarify that possession of a business tax receipt or license alone does not grant permission to operate on City property.
- Require permits for posting or distributing advertisements or promotional materials on City property.
- Define the scope of applicable City-owned or controlled properties.
- Establish enforcement provisions and penalties for violations.

This amendment provides the City with greater oversight and control over commercial activities occurring on public property, helping to ensure fairness, accountability, and appropriate use of public assets.

Legal Authority:
City of St. Cloud Charter Section 2.04

Budget and Recommendation:
No cost associated with this item.
Staff recommends **APPROVAL** of Ordinance 2026-26 on first reading and authorization for staff to advertise the public hearing for adoption.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
06/11/2026 - Final Action

Attachments:
1. Ordinance 2026-26 - Permit Required for Using Public Property for Compensation (mark-up)
2. Ordinance No. 2026-26 - Permit Required for Using Public Property for Compensation. Clean copy
3. Ordinance 2026- 26-Permit Required for Using public property-staff report - 2nd reading

MEMORANDUM REPORT
FOR CITY COUNCIL
June 11, 2026

To: Mayor Robertson and Council Members

From: Stephanie Holtkamp, Parks and Recreation Director

Subject: Ordinance No. 2026-26 (Second Reading)

Date: April 23, 2026

REQUEST:

This ordinance amends Chapter 38 of the City Code by creating a new Section 38-6 to require permits for individuals or entities conducting business activities on City-owned or controlled property. The amendment establishes clear regulations governing the commercial use of public property and ensures appropriate authorization is obtained before such use.

BACKGROUND:

Staff is bringing forward this ordinance amendment in response to a noticeable increase in businesses and individuals utilizing City-owned property for commercial purposes. These activities include providing services, advertising, and conducting transactions for profit on public lands and facilities.

Currently, the City Code does not clearly address or regulate all instances of private commercial use of public property. As a result, there is a need to establish consistent standards to ensure that such activities are properly reviewed, authorized, and managed in a manner that protects public use, safety, and the City's interests.

The proposed ordinance addresses this need by requiring a permit or other formal authorization for any business or commercial activity conducted on City property. The specific changes to the ordinance are reflected as underlined text on the first and second pages of the attached ordinance.

The proposed Section 28-6 would:

- Prohibit conducting private business, commercial activity, or services for compensation on City property without proper authorization (e.g., permit, concession, lease, or franchise).
- Clarify that possession of a business tax receipt or license alone does not grant permission to operate on City property.
- Require permits for posting or distributing advertisements or promotional materials on City property.
- Define the scope of applicable City-owned or controlled properties.
- Establish enforcement provisions and penalties for violations.

This amendment provides the City with greater oversight and control over commercial activities occurring on public property, helping to ensure fairness, accountability, and appropriate use of public assets.

STRATEGIC PLAN GOALS:

High-Performing Government

Focus on the continuity and sustainability of core public services

COST:
There is no cost associated with this item.

STAFF RECOMMENDATION:
Staff recommends **APPROVAL** of Ordinance No. 2026-26

Attachment – Ordinance No. 2026-26

ORDINANCE NUMBER 2026 - 26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD AMENDING CHAPTER 38 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES" TO CREATE NEW SECTION 38-6 "PERMIT REQUIRED FOR USING PUBLIC PROPERTY FOR COMPENSATION OR CONSIDERATION"; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION, CODIFICATION, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Chapter 166 of the Florida Statutes and Article VIII of the Florida Constitution authorizes the legislative body of each municipality to enact ordinances to protect the health, safety, and welfare of its residents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. CLOUD HEREBY ORDAINS:

Section 1. Chapter 38, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES", to create new Section 38-6 "Permit required for business using public property" of the St. Cloud City Code, is hereby amended to read as follows: (underlined indicates added language and ~~strike through~~ indicates deleted language)

Sec. 38 - 6. Permit required for using public property for compensation or consideration.

(a) It shall be unlawful for any person, firm, corporation or other legal entity to engage in any private business, commercial activity, or to undertake to provide any service for compensation or consideration of any kind, or to advertise or display merchandise, or to transact any business for profit, or to solicit business, on any property or facilities owned, leased, controlled or operated by the city without first obtaining a permit, concession, franchise, lease, or other authorization in writing approved or authorized by the city council or the city manager, as may be applicable.. A county or city license or business tax receipt shall not authorize any person, firm, corporation or other legal entity to engage in any of the prohibited activities on city property or facilities.

(b) It shall be unlawful for any person, firm, corporation or other legal entity to post, display or distribute any signs, advertisements, circulars, handbills, printed or written matter relating to any business or commercial activities on any property or facilities owned or operated by or for the city, without first obtaining a written permit issued or authorized by the city council; provided that the provisions of this section shall not be applicable to licensees, franchisees, concessionaires, lessees or agencies of the city.

(c) The provisions of this section shall be applicable to all lands, buildings, improvements, facilities, equipment, projects, and all property, either real or personal, owned, leased, operated, or under the custody or control of the city, or its agents, representatives, officials, departments or instrumentalities, except public streets, roads, highways and sidewalks.

(d) Any person, firm, corporation or other legal entity violating any provisions of this section shall be subject to the penalties as set forth in Section 1-15 and Section 2, Article VI of the City Code.

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 4. Administrative Correction. Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, this Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

Section 5. Codification. The text of Section 2 of this ordinance shall be codified as a part of the St. Cloud City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

Section 6. Publication and Effective Date. This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

FIRST READING ON THE 14th DAY OF MAY, 2026
SECOND READING ON THE 11th DAY OF JUNE, 2026

PASSED AND ADOPTED by the City Council of the City of St. Cloud, this 11th day of JUNE, 2026.

_____
Christian B. Roberston, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

MEMORANDUM REPORT
FOR CITY COUNCIL
June 11, 2026

To: Mayor Robertson and Council Members

From: Stephanie Holtkamp, Parks and Recreation Director

Subject: Ordinance No. 2026-26 (Final Reading)

Date: June 3, 2026

REQUEST:

This ordinance amends Chapter 38 of the City Code by creating a new Section 38-6 to require permits for individuals or entities conducting business activities on City-owned or controlled property. The amendment establishes clear regulations governing the commercial use of public property and ensures appropriate authorization is obtained before such use.

BACKGROUND:

Staff is bringing forward this ordinance amendment in response to a noticeable increase in businesses and individuals utilizing City-owned property for commercial purposes. These activities include providing services, advertising, and conducting transactions for profit on public lands and facilities.

Currently, the City Code does not clearly address or regulate all instances of private commercial use of public property. As a result, there is a need to establish consistent standards to ensure that such activities are properly reviewed, authorized, and managed in a manner that protects public use, safety, and the City's interests.

The proposed ordinance addresses this need by requiring a permit or other formal authorization for any business or commercial activity conducted on City property. The specific changes to the ordinance are reflected as underlined text on the first and second pages of the attached ordinance.

The proposed Section 28-6 would:

- Prohibit conducting private business, commercial activity, or services for compensation on City property without proper authorization (e.g., permit, concession, lease, or franchise).
- Clarify that possession of a business tax receipt or license alone does not grant permission to operate on City property.
- Require permits for posting or distributing advertisements or promotional materials on City property.
- Define the scope of applicable City-owned or controlled properties.
- Establish enforcement provisions and penalties for violations.

This amendment provides the City with greater oversight and control over commercial activities occurring on public property, helping to ensure fairness, accountability, and appropriate use of public assets.

STRATEGIC PLAN GOALS:

High-Performing Government

Focus on the continuity and sustainability of core public services

COST:
There is no cost associated with this item.

STAFF RECOMMENDATION:
Staff recommends **APPROVAL** of Ordinance No. 2026-26

Attachment – Ordinance No. 2026-26

Meeting: June 11, 2026

Agenda Item Type: Council Action Board and Committee vacancy

City Clerk Agenda Item:
Discussion and possible action regarding an appointment to the vacancy for the Fire and Police Pension Board.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
As a result of a recent recruitment effort, applications have been submitted by the public for appointment as well as committee members applying to be considered for re-appointment on the Fire and Police Pension Board.

Legal Authority:
Police and Firefighter Pension Board - Ordinance 2009-16

Budget and Recommendation:
No cost associated with this item.

Recommend Council act as deemed appropriate

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
Recommend Council act as deemed appropriate

City Council Action:
Final Action 6/11/2026

Attachments:
1. Fire and Police Pension Board
2. St_Cloud_P&F
3. Corey Targia Online Form Submittal_ Boards and Committees Application_Redacted
4. Marc Moschella Online Form Submittal_ Boards and Committees Application_Redacted
5. Matthew Chesler Online Form Submittal_ Boards and Committees Application_Redacted

FIRE AND POLICE PENSION BOARD

Department	Administrative Support
Human Resources	Justin Kluesner Stephanie Roldan-Latony

-5-member board
-4-year terms (after 2009) (Ordinance 2009-16)
-Terms non-conterminous
-Consists of 2 citizens appointed by Council (must be City residents), 1 member appointed by PD, 1 member appointed by FD and 1 member selected by other board members
-Terms begin in June

Seat #	Name	Attendance	Appointed by	Term Expires
1	VACANT	3/4 meetings	Council	06/2026
2	Garrett Stockdill	3/3 meetings	Council	06/2027
3	John Jones	4/4 meetings	Fire	06/2026
4	Anthony Mondello	4/4 meetings	Police	02/2027
5	Vinny Shepard	4/4 meetings	Board	06/2026

APPLICANTS:

Corey Targia	**Requested Reappointment**
Marc Moschella	**(1st choice)**
Matthew Chesler	**(1st choice)**

Police and Firefighter Pension Board - Ordinance 2009-16

2/11/2025	5/13/2025	8/12/2025	11/18/2025
Present	**Present**	**Present**	**Present**
Fran Rinehart	Anthony Mondello	Anthony Mondello	Anthony Mondello
Anthony Mondello	John Jones	John Jones	John Jones
Corey Targia	Vinny Shepard	Vinny Shepard	Vinny Shepard
John Jones	Garrett Stockdill	Garrett Stockdill	Garrett Stockdill
Vinny Shepard	**Absent**	Corey Targia	Corey Targia
	Corey Targia		

From: noreply@civicplus.com
To: Stacey Wilde; City Clerk
Subject: Online Form Submittal: Boards and Committees Application
Date: Wednesday, February 11, 2026 7:12:17 AM

Boards and Committees Application

City of St. Cloud Committee Online Application Form

Date	2/11/2026
Last Name	TARGIA
First Name	COREY
Middle Name	*Field not completed.*
Date of Birth	[redacted]
Phone #	4078916700
Cell Phone #	*Field not completed.*
Email address	corey.targia@stcloudfl.gov
Physical Address	4700 Neptune Road
City	Saint Cloud
State	Florida
Zip Code	34769
Public Records Exemption	Yes
Mailing Address if different from above	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
How Did You Hear About This Opportunity?	Word of Mouth

(Section Break)

Committee(s) desired in order of preference: (Do not write "ANY")

Boards and Committees List and Criteria	Click here
1st choice	Fire/Police Pension Board*
2nd choice	Fire/Police Pension Board*
3rd choice	Fire/Police Pension Board*

(Section Break)

Employer	City of St. Cloud
Address	1300 9th Street
City	St. Cloud
State	FL
Zip	34769
Education	
High School	New Dorp High School
Years Completed	4
Degree	Yes
College	College of Staten Island
Years Completed	.5
Degree	No
Other	*Field not completed.*
Years Completed	*Field not completed.*
Degree	*Field not completed.*

(Section Break)

NOTE: Please answer question 1 & 2 ONLY if you are applying to the CRA Board.
Eligibility criteria for appointment to the Community Redevelopment Agency: Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or

other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. (FS 163.356)

1. Do you reside within the boundary of the CRA ?	*Field not completed.*
CRA Map	CRA Map
2. Do you engage in business in the CRA district?	*Field not completed.*

(Section Break)

GENERAL INFORMATION SECTION

1. Are you a City of St. Cloud resident (inside the City limits)?	Yes
2. Are you registered to vote in Osceola County?	Yes
3. Do you own property or a business in St. Cloud?	Property
Is this property or business located within the boundary of the CRA?	No
Location of Property or Business	*Field not completed.*
4. Are you currently serving on a City board?	Yes
If yes, which one?	Police and Fire Pension Board
5. Have you ever served on a City Board?	Yes
If yes, when and which	Police and Fire Pension Board

board?	
6. Have you attended the City of St. Cloud Citizen's Academy?	No
If not, would you be interested in attending?	*Field not completed.*
8. How long have you lived in Central Florida?	Over 20 years
	(Section Break)
EXPERIENCE: Due to their unique functions, some boards/committees seek certain fields of expertise from prospective members. Please check any of the following criteria relevant to your work experience (This information only applies to certain boards/committees):	Law
List any professional licenses/certificates you hold and attach copies:	*Field not completed.*
	Field not completed.
List hobbies, interests, and/or community activities:	*Field not completed.*
	(Section Break)
REFERENCES: (Please include name, address, and phone number)	
1.	Vincent Shepard 4700 Neptune Road St. Cloud, FL 34769 - [redacted]
2.	Garrett Stockdill 4700 Neptune Road St. Cloud, FL 34769 - [redacted]

3.	Nadine Zilke 4700 Neptune Road St. Cloud, FL 34769 - [redacted]
A resume or additional information is preferred. Please do not attach any documents that can lead to identity theft for example: Drivers License, Social Security numbers, etc.	*Field not completed.*

I understand the responsibilities associated with being a Board member and I have adequate time to serve on the board(s). APPLICATIONS WILL BE KEPT ON FILE FOR 1 YEAR

First Name	Corey
Last Name	Targia
Date	2/11/2026

If you have any questions please contact:
City Clerk's Office 1300 9th Street Building A, 3rd floor, St. Cloud, FL 34769 Email: Stacey.wilde@stcloudfl.gov Phone: 407-957-7388 Fax: 407-957-7385

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CAUTION: This email originated from outside of The City of St. Cloud. Do not click links or open attachments unless you know the content is safe.

From: noreply@civicplus.com
To: Stacey Wilde; City Clerk
Subject: Online Form Submittal: Boards and Committees Application
Date: Monday, January 12, 2026 7:41:56 PM

Boards and Committees Application

City of St. Cloud Committee Online Application Form

Date	1/12/2026
Last Name	Moschella
First Name	Marc
Middle Name	Anthony
Date of Birth	[redacted]
Phone #	[redacted]
Cell Phone #	*Field not completed.*
Email address	[redacted]
Physical Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Public Records Exemption	No
Mailing Address if different from above	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
How Did You Hear About This Opportunity?	City Social Media Pages

(Section Break)

Committee(s) desired in order of preference: (Do not write "ANY")

Boards and Committees List and Criteria	Click here
1st choice	Fire/Police Pension Board*
2nd choice	Recreation Advisory Committee
3rd choice	Planning Commission
	(Section Break)
Employer	Cliffside Park Police Department
Address	525 Palisade Avenue
City	Cliffside Park
State	New Jersey
Zip	07010
Education	
High School	Palisades Park Jr/Sr high school
Years Completed	4
Degree	General
College	Sacred Heart University
Years Completed	4
Degree	Criminal Justice
Other	*Field not completed.*
Years Completed	4
Degree	*Field not completed.*
	(Section Break)

NOTE: Please answer question 1 & 2 ONLY if you are applying to the CRA Board. *Eligibility criteria for appointment to the Community Redevelopment Agency: Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or*

other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. (FS 163.356)

1. Do you reside within the boundary of the CRA ?	Yes
CRA Map	CRA Map
2. Do you engage in business in the CRA district?	No

(Section Break)

GENERAL INFORMATION SECTION

1. Are you a City of St. Cloud resident (inside the City limits)?	Yes
2. Are you registered to vote in Osceola County?	Yes
3. Do you own property or a business in St. Cloud?	Property
Is this property or business located within the boundary of the CRA?	Yes
Location of Property or Business	[redacted]
4. Are you currently serving on a City board?	No
If yes, which one?	*Field not completed.*
5. Have you ever served on a City Board?	No
If yes, when and which	*Field not completed.*

board?	
6. Have you attended the City of St. Cloud Citizen's Academy?	No
If not, would you be interested in attending?	Yes
8. How long have you lived in Central Florida?	3 months
	(Section Break)
EXPERIENCE: Due to their unique functions, some boards/committees seek certain fields of expertise from prospective members. Please check any of the following criteria relevant to your work experience (This information only applies to certain boards/committees):	Law
List any professional licenses/certificates you hold and attach copies:	Verbal Juido instructor Crisis intervention instructor De escalation tactics instructor NJ law enforcement certification
	Field not completed.
List hobbies, interests, and/or community activities:	Fitness, gardening, firearms, and spending time with my family now that I'm retired
	(Section Break)
REFERENCES: (Please include name, address, and phone number)	
1.	Michael Keating 973-617-7621
2.	Tina Moschella [redacted]

3.	Amie delsordo 201-359-4426
A resume or additional information is preferred. Please do not attach any documents that can lead to identity theft for example: Drivers License, Social Security numbers, etc.	Marc Moschella Resume Pro.pdf

I understand the responsibilities associated with being a Board member and I have adequate time to serve on the board(s). APPLICATIONS WILL BE KEPT ON FILE FOR 1 YEAR

First Name	Marc
Last Name	Moschella
Date	1/12/2026

If you have any questions please contact:
City Clerk's Office 1300 9th Street Building A, 3rd floor, St. Cloud, FL 34769 Email: Stacey.wilde@stcloudfl.gov Phone: 407-957-7388 Fax: 407-957-7385

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MARC MOSCHELLA

[redacted]

PROFESSIONAL SUMMARY

Security professional with over 25 years of experience in law enforcement, executive protection, and armed security operations. Proven leader with expertise in risk mitigation, transportation security, crisis intervention, and personnel supervision. Florida-licensed armed security professional with instructor-level certifications.

CORE SKILLS

Executive Protection • Armed Security Operations • Security Transportation • Leadership & Supervision • Crisis Intervention • Mental Health Response • Route Planning • Threat Assessment

PROFESSIONAL EXPERIENCE

Cliffside Park Police Department – Cliffside Park, NJ
Law Enforcement Supervisor | 2004 – 2025

- Supervised patrol operations and personnel while ensuring public safety and operational compliance.
- Conducted risk assessments, incident response, and coordinated emergency operations.
- Managed personnel training, evaluations, and critical incident oversight.

New York Giants (NFL) – East Rutherford, NJ
Part-Time Facility Security | 2022 – 2024

- Provided venue security for players, staff, and visiting teams.
- Assisted with access control, incident response, and crowd management.

25 N Out Security Services – Washington Township, NJ
Armed Security / Security Driver | 2024 – 2025

- Provided armed security and secure transportation services for high-profile clients.
- Conducted pre-trip route planning and situational awareness assessments.

EDUCATION

Bachelor of Arts – Criminal Justice
Sacred Heart University, Fairfield, CT

CERTIFICATIONS & LICENSES

- Florida Class D Unarmed Security License
- Florida Class G Armed Security License

- Florida Concealed Carry Permit
- Master Instructor – Crisis Intervention
- Certified Instructor – Verbal Judo

From: noreply@civicplus.com
To: Stacey Wilde; City Clerk
Subject: Online Form Submittal: Boards and Committees Application
Date: Tuesday, May 5, 2026 3:40:23 PM

Boards and Committees Application

City of St. Cloud Committee Online Application Form

Date	5/5/2026
Last Name	Chesler
First Name	Matthew
Middle Name	*Field not completed.*
Date of Birth	[redacted]
Phone #	[redacted]
Cell Phone #	*Field not completed.*
Email address	[redacted]
Physical Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Public Records Exemption	Yes
Mailing Address if different from above	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
How Did You Hear About This Opportunity?	Word of Mouth

(Section Break)

Committee(s) desired in order of preference: (Do not write "ANY")

Boards and Committees List and Criteria	Click here
1st choice	Fire/Police Pension Board*
2nd choice	Fire/Police Pension Board*
3rd choice	Fire/Police Pension Board*
	(Section Break)
Employer	City of St. Cloud
Address	1300 9th Street
City	St. Cloud
State	FL
Zip	34769
Education	
High School	Poinciana
Years Completed	4
Degree	Yes
College	Valencia
Years Completed	3
Degree	3 Associates
Other	UCF
Years Completed	3
Degree	NA
	(Section Break)

NOTE: Please answer question 1 & 2 ONLY if you are applying to the CRA Board.
Eligibility criteria for appointment to the Community Redevelopment Agency: Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or

other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. (FS 163.356)

1. Do you reside within the boundary of the CRA ?	*Field not completed.*
CRA Map	CRA Map
2. Do you engage in business in the CRA district?	*Field not completed.*

(Section Break)

GENERAL INFORMATION SECTION

1. Are you a City of St. Cloud resident (inside the City limits)?	Yes
2. Are you registered to vote in Osceola County?	Yes
3. Do you own property or a business in St. Cloud?	Property
Is this property or business located within the boundary of the CRA?	No
Location of Property or Business	[redacted]
4. Are you currently serving on a City board?	No
If yes, which one?	*Field not completed.*
5. Have you ever served on a City Board?	No
If yes, when and which	*Field not completed.*

board?	
6. Have you attended the City of St. Cloud Citizen's Academy?	No
If not, would you be interested in attending?	Yes
8. How long have you lived in Central Florida?	37
	(Section Break)
EXPERIENCE: Due to their unique functions, some boards/committees seek certain fields of expertise from prospective members. Please check any of the following criteria relevant to your work experience (This information only applies to certain boards/committees):	Fire Safety
List any professional licenses/certificates you hold and attach copies:	*Field not completed.*
	Field not completed.
List hobbies, interests, and/or community activities:	Traveling
	(Section Break)
REFERENCES: (Please include name, address, and phone number)	
1.	John Jones [redacted]
2.	Chris Jones [redacted]

3.	Nathan Irving [redacted]
A resume or additional information is preferred. Please do not attach any documents that can lead to identity theft for example: Drivers License, Social Security numbers, etc.	*Field not completed.*

I understand the responsibilities associated with being a Board member and I have adequate time to serve on the board(s). APPLICATIONS WILL BE KEPT ON FILE FOR 1 YEAR

First Name	Matthew
Last Name	Chesler
Date	5/5/2026

If you have any questions please contact:
City Clerk's Office 1300 9th Street Building A, 3rd floor, St. Cloud, FL 34769 Email: Stacey.wilde@stcloudfl.gov Phone: 407-957-7388 Fax: 407-957-7385

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Meeting: June 11, 2026

Agenda Item Type: First Readings and Introduction Ordinance No. 2026-24 Nova Road Outparcels

Community Development Agenda Item:
First Reading and Introduction for Ordinance No. 2026-24, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 7.17 acres identified as Nova Road Outparcels, Project #ZMA25-00022, from "CCC" Community Center Core (County) to "CCC" Community Center Core (City), generally located north of East Irlo Bronson Memorial Highway, east of Nova Road, south of Wondrous Place, and west of Bradley Drive, providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on July 16, 2026) Action on Ordinance No. 2026-24 (This is a Quasi-Judicial proceeding)

Strategic Key Focus Areas:
High-Performing Government

Background Information:

Legal Authority:

Budget and Recommendation:
There is no cost associated with this item.

Planning Commission will be held on June 16, 2026.

Final Action will be held on July 16, 2026.

Finance Director's Comments:
N/A

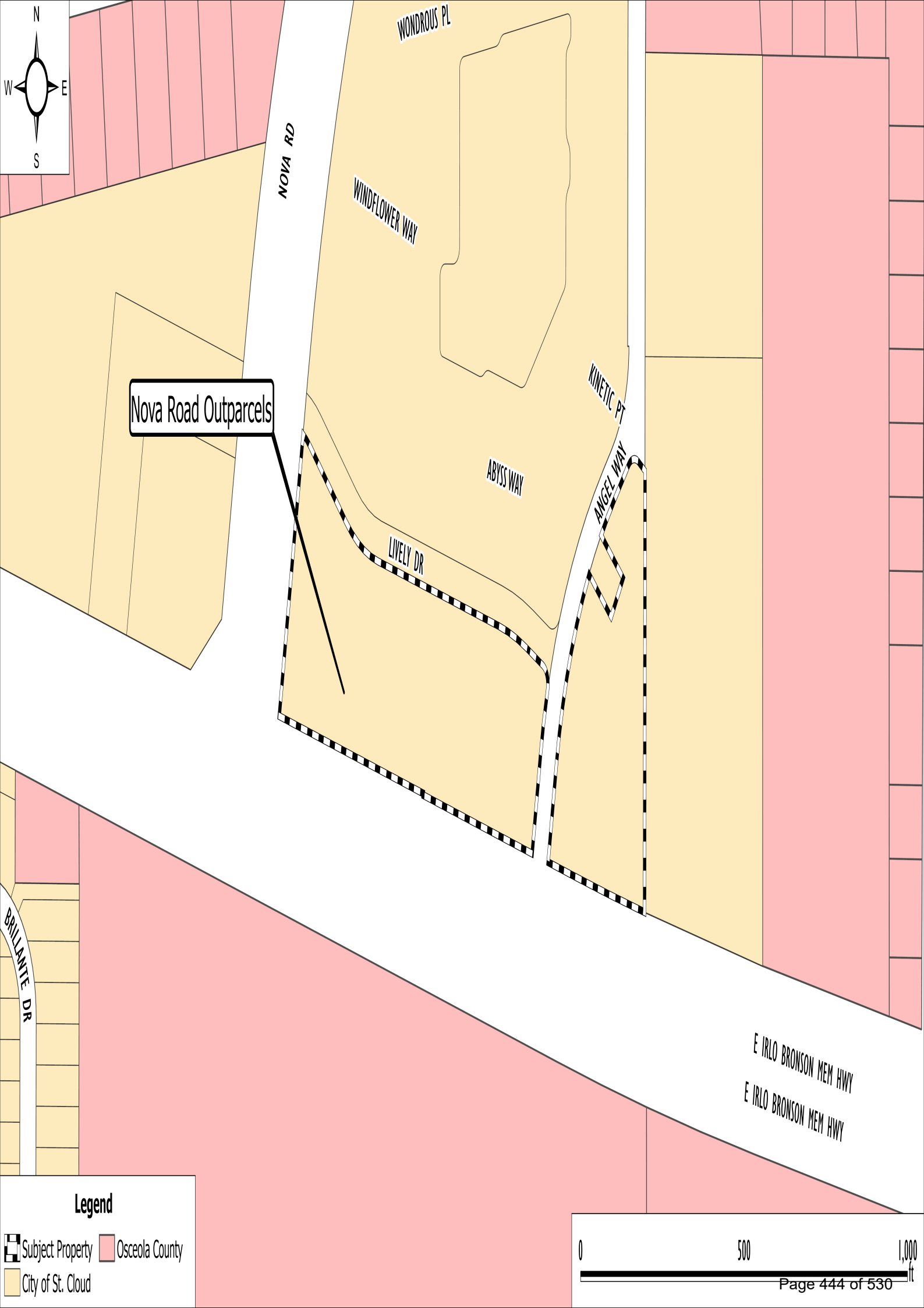
Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:

7/16/26 - Final Action

Attachments:
1. ZMA25-00022_LOCATION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NOVA RD
WINDFLOWER WAY
KINETIC PT
Nova Road Outparcels
ABYSS WAY
ANGEL WAY
LIVELY DR
BRILLANTE DR
E IRLO BRONSON MEM HWY
E IRLO BRONSON MEM HWY
Legend
Subject Property
Osceola County
City of St. Cloud
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Meeting: June 11, 2026

Agenda Item Type: First Readings and Introduction Ordinance No. 2026-25, Stephanie Leigh Rothstein Memorial Park ZMA

Community Development Agenda Item:
First Reading and Introduction for Ordinance No. 2026-25, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 27.26 acres identified as Stephanie Leigh Rothstein Memorial Park Additional Parcels, Project #ZMA25-00023, from "A" Agriculture to "OR" Open Space/Recreational, generally located north of Barina Street, east of Missouri Avenue, south of Sky Lakes Drive, and west of South Indiana Avenue providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on July 16, 2026) Action on Ordinance No. 2026-25 (This is a Quasi-Judicial proceeding)

Strategic Key Focus Areas:
High-Performing Government

Background Information:
This is a city initiated application.

Legal Authority:

Budget and Recommendation:
There is no cost associated with this item.

Planning Commission will be held on June 16, 2026.

Final Action will be held on July 16, 2026.

Finance Director's Comments:
N/A

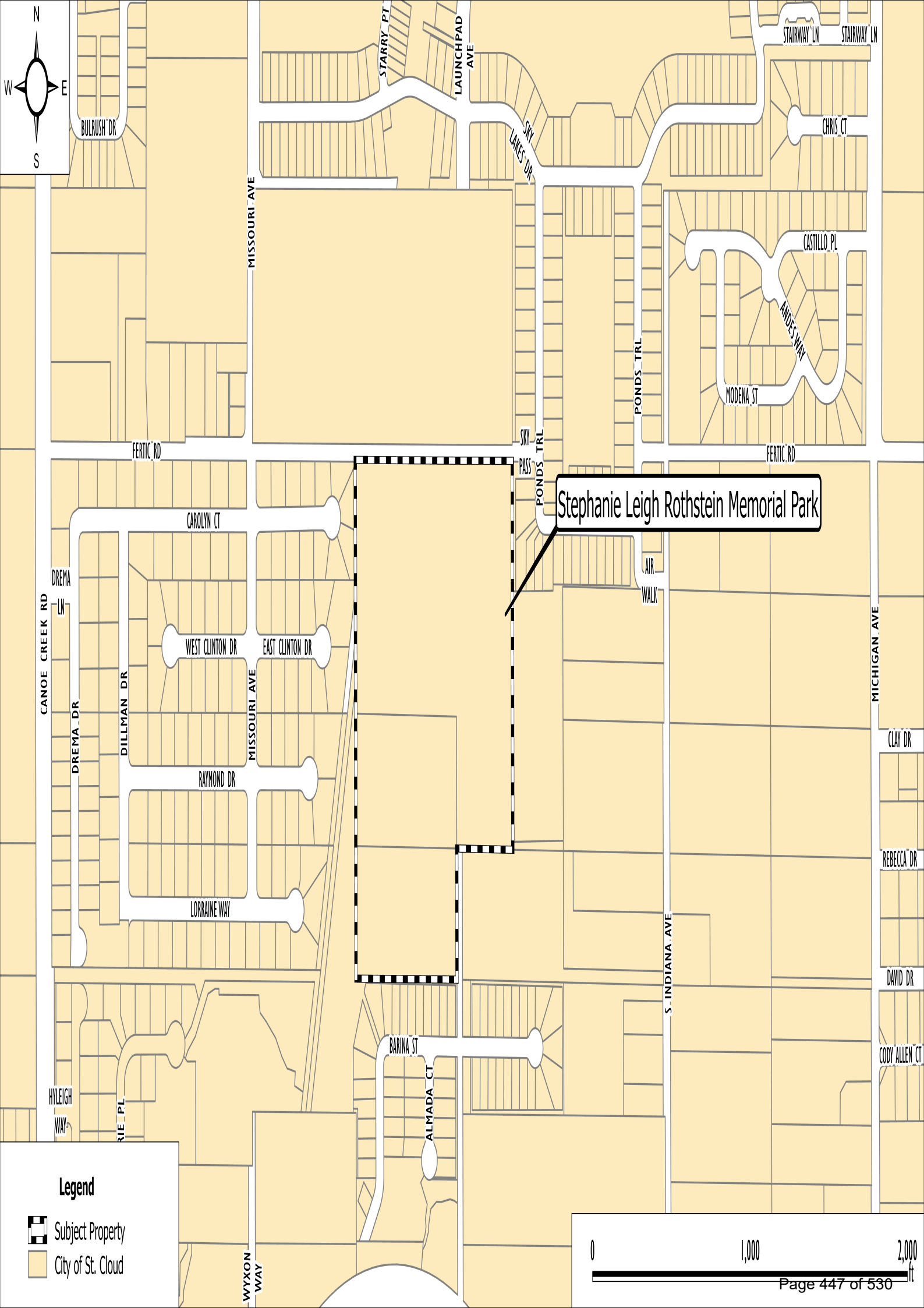
Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:

7/16/26 - Final Action

Attachments:
1. LOCATION
2. DRAFT Ordinance No.2026-25 ZMA25-00023 Stephanie Leigh R. Memorial Park


N
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BULRUSH DR
STARRY PT
LAUNCHPAD AVE
STAIRWAY LN
STAIRWAY LN
CHRIS CT
SKY LAKES DR
MISSOURI AVE
CASTILLO PL
ANDES WAY
PONDS TRL
MODENA ST
FERTIC RD
SKY PASS
PONDS TRL
FERTIC RD
Stephanie Leigh Rothstein Memorial Park
CAROLYN CT
DREMA LN
AIR WALK
CANOE CREEK RD
WEST CLINTON DR
EAST CLINTON DR
DILLMAN DR
MISSOURI AVE
MICHIGAN AVE
DREMA DR
CLAY DR
RAYMOND DR
REBECCA DR
LORRAINE WAY
S INDIANA AVE
DAVID DR
BARINA ST
CODY ALLEN CT
ALMADA CT
HYLEIGH WAY
WYXON WAY
Legend
Subject Property
City of St. Cloud
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RETURN TO:
CITY OF ST. CLOUD
COMMUNTIY DEVELOPMENT DEPARTMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, PROVIDING FOR THE ZONING AMENDMENT OF THE ZONING MAP OF THE LAND DEVELOPMENT CODE OF THE CITY OF ST. CLOUD, FLORIDA, SPECIFICALLY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY +/- 27.26 ACRES IDENTIFIED AS STEPHANIE LEIGH ROTHSTEIN MEMORIAL PARK ADDITIONAL PARCELS, PROJECT #ZMA25-00023, FROM "A" AGRICULTURE TO "OR" OPEN SPACE/RECREATIONAL, GENERALLY LOCATED NORTH OF BARINA STREET, EAST OF MISSOURI AVENUE, SOUTH OF SKY LAKES DRIVE, AND WEST OF SOUTH INDIANA AVENUE PROVIDING FOR ENTERING THE DESIGNATION ON THE OFFICIAL ZONING MAP, FILING OF THE PLANNING COMMISSION RECOMMENDATION AND PROOF OF PUBLICATION, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, zoning districts are required to be consistent with Comprehensive Plan of the City of St. Cloud; and,

WHEREAS, the proposed zoning is consistent with the proposed Future Land Use designation of “Park and Open Space”; and,

WHEREAS, the property described below is less than five percent (5%) of the total land area of the City of St. Cloud; and,

WHEREAS, the City Council has received the recommendation of the Planning Commission dated June 16, 2026; and,

WHEREAS, the City Council has held a Public Hearing on this matter after public notice has been provided, as required by law; and,

WHEREAS, it is in the best interest of the City of St. Cloud and its citizens that the proposed rezoning be approved.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION 1:

That Ordinance No. 87-HH of the City of St. Cloud, Florida, passed and adopted October 1, 1987, and any amendments to the ordinance, being the Land Development Code of the City of St. Cloud, Florida, is hereby amended to include and designate on the Official Zoning Map a “Open Space and Recreational ” zoning district classification for the property described below and as shown on Exhibit “A”:

Stephanie Leigh Rothstein Memorial Park Additional Parcels:

PARCEL: 14-26-30-0725-0001-0050
PARCEL: 14-26-30-0725-0001-0210

LEGAL DESCRIPTION:

LOTS 5, 12, 21, 28 AND THE WEST ½ OF LOTS 4, 13, AND 20, SEMINOLE LAND & INVESTMENT CO.'S (INC.) SUBDIVISION OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 30 E, ACCORDING TO THE OFFICIAL PLAT THEREOF AS FILED AND RECORDED AMONG THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, PLAT BOOK B. PAGE 5.

Containing +/- 27.26 acres, more or less.

SECTION 2:

The property is rezoned to "OR" Open space and Recreational, making applicable all provisions of the Land Development Code of the City of St. Cloud, Florida.

SECTION 3:

The City Manager or his/her designee is authorized and directed to promptly enter such change on the Official Zoning Map.

SECTION 4:

Upon adoption of this ordinance, the Planning Commission recommendation and "Proof of Publication" of the required Public Hearing notices shall be filed in the Community Development Department.

SECTION 5:

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

SECTION 6:

The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

DRAFT

SECTION 7:

Effective Date. This ordinance has been published and shall take effect as provided by law.

First Reading on the 11th day of June 2026.

Final Reading on the 16th of July 2026.

CITY OF ST. CLOUD

_____

Christian B. Robertson, Mayor

ATTEST:

_____

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

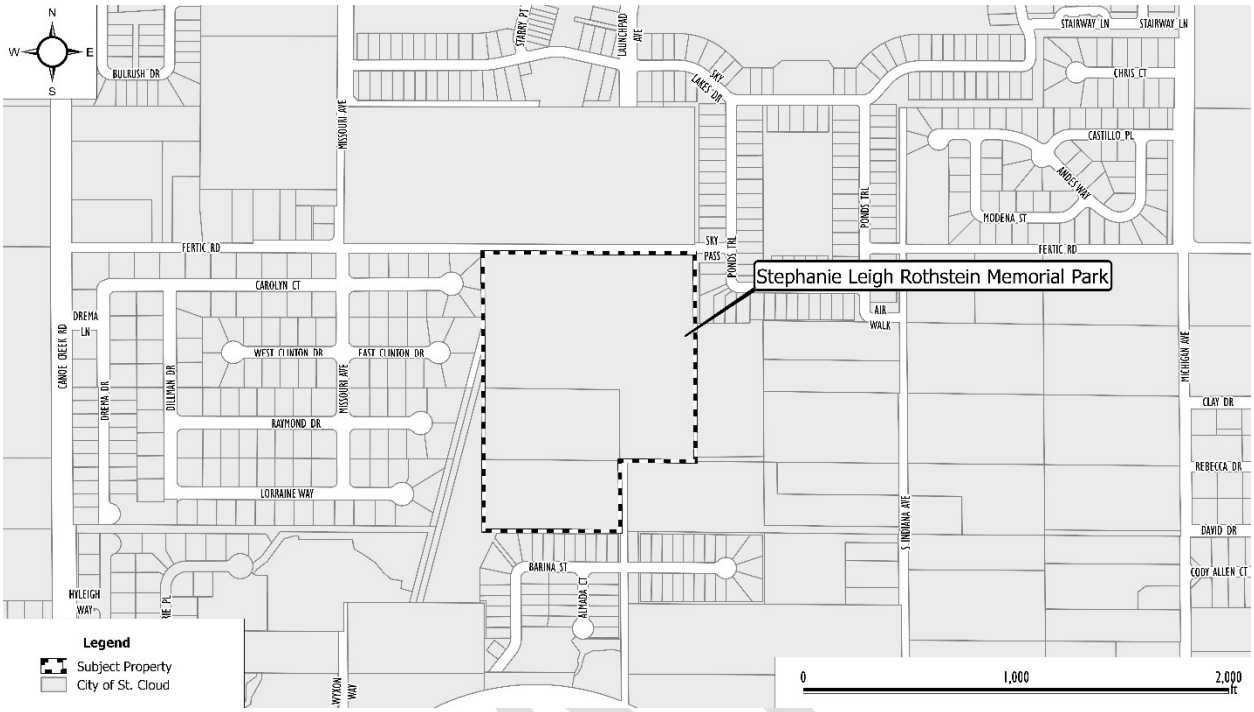
_____

Daniel F. Mantzaris, City Attorney

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud; 1300 9th Street; St. Cloud, Florida 34769

DRAFT

EXHIBIT "A"



PARCEL ID NO(S).

14-26-30-0725-0001-0050

14-26-30-0725-0001-0210

DRAFT

Meeting: June 11, 2026

Agenda Item Type: First Readings and Introduction Ordinance No. 2026-28 Amending Section 30.9 Smoking in Public Parks

Park & Recreation Agenda Item:
First Reading and Introduction of Ordinance No. 2026-28, an ordinance of the City Council of the City of St. Cloud amending Chapter 30 "Parks and Recreation" Article I "In General" Section 30-9 "Smoking Prohibited" to further define smoking and add the Lake Front as an area where smoking as defined is prohibited providing for conflict, severability, administrative correction, codification, publication, and effective date. (Above is full title) (Final Public Hearing will be heard on July 16, 2026) Action on Ordinance No. 2026-28

Strategic Key Focus Areas:
Effective Community Safety

Background Information:
The City currently prohibits smoking on public property, including parks, recreation areas, and athletic facilities. The proposed amendment further clarifies the definition of smoking and expands the prohibited areas to include the lakefront area. The amendment is intended to improve public health, reduce litter associated with smoking products, and enhance the recreational environment for residents and visitors.

The proposed ordinance amends Section 30-9 of the City Code by:

- Clarifying the definition of smoking to include tobacco substitutes and lighted smoking equipment.
- Expanding the prohibition to include the lakefront area.
- Clarifying prohibited conduct involving ignited tobacco products and electronic tobacco products.
- Maintaining requirements for signage notifying the public of smoking restrictions.

Legal Authority:
City of St. Cloud Charter Section 2.04

Budget and Recommendation:
There is no cost associated with this item.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
7/16/2026-Final Action

Attachments:
1. Ordinance 2026-28 - Smoking Prohibited - Staff Report
2. Ordinance amending sec 30-9 smoking on public parks (1)

MEMORANDUM REPORT
FOR CITY COUNCIL
June 11, 2026

To: Mayor Robertson and Council Members

From: Stephanie Holtkamp, Parks and Recreation Director

Subject: Ordinance No. 2026-28 (First Reading)

Date: May 20, 2026

REQUEST:

Approval of Ordinance No. 2026-28 amending Chapter 30, Parks and Recreation, Section 30-9 "Smoking Prohibited," to further define smoking and expand smoking prohibitions to include the City lakefront area, providing for conflict, severability, administrative correction, codification, publication, and an effective date.

BACKGROUND:

The City currently prohibits smoking on public property, including parks, recreation areas, and athletic facilities. The proposed amendment further clarifies the definition of smoking and expands the prohibited areas to include the lakefront area. The amendment is intended to improve public health, reduce litter associated with smoking products, and enhance the recreational environment for residents and visitors.

The proposed ordinance amends Section 30-9 of the City Code by:

- Clarifying the definition of smoking to include tobacco substitutes and lighted smoking equipment.
- Expanding the prohibition to include the lakefront area.
- Clarifying prohibited conduct involving ignited tobacco products and electronic tobacco products.
- Maintaining requirements for signage notifying the public of smoking restrictions.

STRATEGIC PLAN GOALS:

Effective Community Safety

Strong collaborations and partnerships with the community

COST:
There is no cost associated with this item.

STAFF RECOMMENDATION:
Staff recommends **APPROVAL** of Ordinance No. 2026-28

ATTACHMENTS:

1. Ordinance Amending Section 30-9 Smoking Prohibited

ORDINANCE NUMBER 2026 - 28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD AMENDING CHAPTER 30 "PARKS AND RECREATION" ARTICLE I "IN GENERAL" SECTION 30-9 "SMOKING PROHIBITED" TO FURTHER DEFINE SMOKING AND ADD THE LAKE FRONT AS AN AREA WHERE SMOKING AS DEFINED IS PROHIBITED PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION, CODIFICATION, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Chapter 166 of the Florida Statutes and Article VIII of the Florida Constitution authorizes the legislative body of each municipality to enact ordinances to protect the health, safety, and welfare of its residents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. CLOUD HEREBY ORDAINS:

Section 1. Chapter 30 "PARKS AND RECREATION", ARTICLE I, "IN GENERAL", SECTION 30-9 "SMOKING PROHIBITED" of the St. Cloud City Code, is hereby amended to read as follows: (underlined indicates added language and ~~strike-through~~ indicates deleted language)

Sec. 30-9. Smoking prohibited.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Public property shall mean all parks, recreation areas and athletic facilities owned by the city or the county school district and located within the city, including but not limited to, land, bleachers, seating, recreational facilities, structures, the lake front area as defined in section 30-3 and playing areas. ~~However, public property shall not include the lake front area as defined in section 30-3.~~

Smoking shall mean the intake and exhalation by a person of smoke from tobacco, a tobacco substitute, or other weed or plant, as well as possessing, carrying, holding, or otherwise having control of a lighted pipe, cigar, cigarette, or other lighted smoking equipment.

(b) *Prohibition.* It shall be unlawful for any person to engage in smoking as defined herein ~~possess any ignited tobacco product or electronic tobacco product or to consume by smoking any tobacco product~~ on any portion of the public property in the City of St. Cloud.

(c) *Signage.* The city manager, or his designee, shall display one or more signs prohibiting smoking at the areas as specified in this section.

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 4. Administrative Correction. Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, this Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by

the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

Section 5. Codification. The text of Section 1 of this ordinance shall be codified as a part of the St. Cloud City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

Section 6. Publication and Effective Date. This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

FIRST READING ON THE 11th DAY OF June 2026
SECOND READING ON THE 16th DAY OF July 2026

PASSED AND ADOPTED by the City Council of the City of St. Cloud, this 16th day of July 2026.

_____
Christian B. Roberston, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

Meeting: June 11, 2026

Agenda Item Type: First Readings and Introduction Ordinance No. 2026-29, Publix Safety Complex CPA

Community Development Agenda Item:
First Reading and Introduction for Ordinance No. 2026-29, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use designation to approximately +/- 46.11 acres identified as Public Safety Complex, Project #CPA26-00007, generally located north of Nolte Road, east of Budinger Avenue, south of Julianna Court, and west of Canoe Creek Road; from Mixed Use to institutional providing for amending the Official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on July 16, 2026) Action on Ordinance No. 2026-29

Strategic Key Focus Areas:
High-Performing Government

Background Information:
This is a city initiated application.

Legal Authority:

Budget and Recommendation:
There is no cost associated with this item.

Planning Commission will be held on June 16, 2026.

Final Action will be held on July 16, 2026.

Finance Director's Comments:
N/A

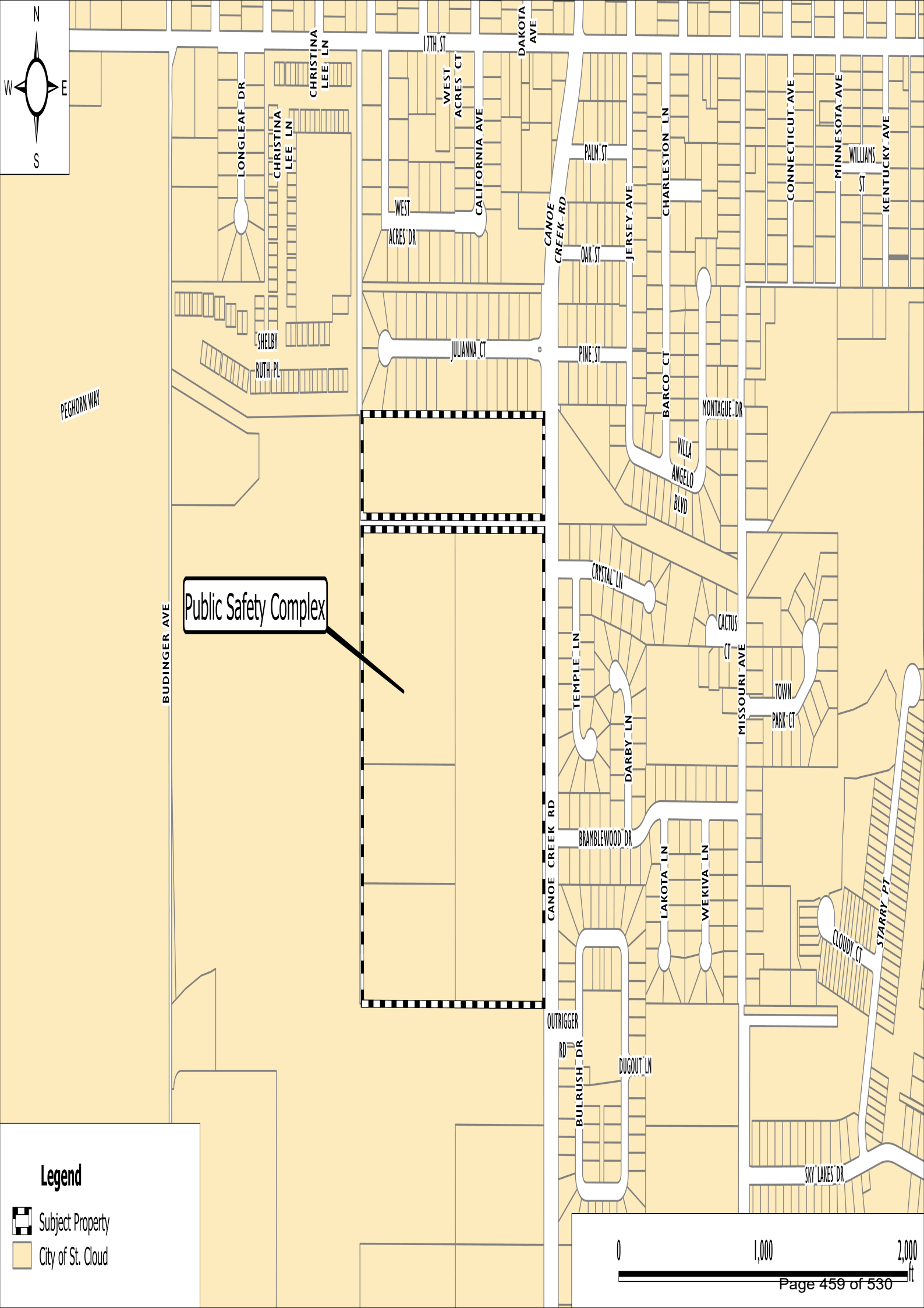
Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
7/16/26 - Final Action

Attachments:

1. CPA26-00007 LOCATION
2. DRAFT Ordinance No. 2026-29 CPA26-00007 Public Safety Complex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Public Safety Complex
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CACTUS CT
TEMPLE LN
MISSOURI AVE
TOWN PARK CT
DARBY LN
BRAMBLEWOOD DR
CANOE CREEK RD
LAKOTA LN
WEKIVA LN
STARRY PT
CLOUDY CT
OUTRIGGER RD
BULRUSH DR
DUGOUT LN
SKY LAKES DR
Legend
Subject Property
City of St. Cloud
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RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNITY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ASSIGNING A FUTURE LAND USE DESIGNATION TO APPROXIMATELY +/- 46.11 ACRES IDENTIFIED AS PUBLIC SAFETY COMPLEX, PROJECT #CPA26-00007, GENERALLY LOCATED NORTH OF NOLTE ROAD, EAST OF BUDINGER AVENUE, SOUTH OF JULIANNA COURT, AND WEST OF CANOE CREEK ROAD, FROM MIXED USE TO INSTITUTIONAL PROVIDING FOR AMENDING THE OFFICIAL FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN, FILING OF THE PLANNING COMMISSION RECOMMENDATION AND PROOF OF PUBLICATION, APPLICABILITY AND EFFECT, SEVERABILITY, COPIES ON FILE AND EFFECTIVE DATE

WHEREAS, Chapter 163.3167, Florida Statues, and Article VII, of the Charter Laws of the City of St. Cloud, allows the Council of the City of St. Cloud to prepare and enforce a Comprehensive Plan, and under such authority only lawful procedures and requirements have been met; and,

WHEREAS, the City adopted the Comprehensive Plan pursuant to Chapter 163, Florida Statutes, by Ordinance 2002-41, on September 26, 2002; and,

WHEREAS, pursuant to Chapter 163.3162, Florida Statutes, the City Council of the City of St. Cloud has determined it necessary and desirable to adopt the amended version of the City of St. Cloud, Florida, Comprehensive Plan; and,

WHEREAS, this Ordinance is enacted under the authority of Chapter 163.3161 through 163.3215, Florida Statutes, and Chapter 166, Florida Statutes, as amended, reserving to the City Council of the City of St. Cloud all permitted discretionary authority; and,

WHEREAS, the City Council received the recommendation of Planning Commission dated June 16, 2026 and,

WHEREAS, the City Council has held two (2) public hearings and has produced advertisement and notice on this matter consistent with the requirements of Chapter 163.3187, Florida Statutes, and,

WHEREAS, the City staff has prepared a staff report and will rely on the data as findings of fact to support the map change.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, as follows:

SECTION 1:

All information above is true and correct.

SECTION 2:

The City of St. Cloud, Florida, Comprehensive Plan is amended in the following respects to the properties, identified under Comprehensive Plan Amendment 25-00018, as shown on Exhibit "A", and described as follows:

PARCEL: 10-26-30-0725-0001-0950
PARCEL: 10-26-30-0725-0001-0820
PARCEL: 10-26-30-0725-0001-0630
PARCEL: 10-26-30-0725-0001-0650

LEGAL DESCRIPTION:

TRACT A:
LOTS 63, 64, 65, 66, 79, 80, 81 & 96, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 10, TOWNSHIP, 26 S, RANGE 30 E, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 1, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA;

LESS AND EXCEPT: THE EAST 30 FEET OF SAID LOT 64, 65, 80, 81 AND 96, AS DESCRIBED IN WARRANTY DEED RECORDED IN DEED BOOK 135, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

ALSO LESS AND EXCEPT: THE NORTH 30 FEET OF SAID 63 AND 64, AS DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 987, PAGE 2560, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TRACT B:
LOTS 82 AND 95 OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", PAGE 1, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

CONTAINING 46.11 ACRES, MORE OR LESS.

A. The City of St. Cloud Future Land Use Map, 2026, is amended to show the property as "INSTITUTIONAL (INST)",
B. Any and all additional maps of the Comprehensive Plan are amended to show the property;
C. All Goals, Objectives, Policies, and other planning provisions applicable to properties as shown and set forth in the City of St. Cloud, Florida, Comprehensive Plan apply to the property.

SECTION 3:

The City Manager or his/her designee is authorized and directed to promptly enter changes on the Official Future Land Use Map.

SECTION 4:

Upon adoption of this ordinance, the Planning Commission recommendation and "Proof of Publication" of the required Public Hearing notices shall be filed in the Department of Community Development.

SECTION 5:

The applicability and effect of the City of St. Cloud, Florida, Comprehensive Plan shall be as provided by Chapter 163.3161 through 163.3217, Florida Statutes, and this Ordinance, reserving to the City Council of the City of St. Cloud all permitted discretionary authority.

SECTION 6:

The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

SECTION 7:

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

SECTION 8:

A. A certified copy of the enacting ordinance and any amendments shall be filed with the Clerk of the Circuit Court.

B. A certified copy of the enacting ordinance, as well as certified copies of the City of St. Cloud, Florida, Comprehensive Plan and any amendments, shall be on file and made available to the public in the office of the City Clerk of the City of St. Cloud, Florida.

C. To make the City of St. Cloud, Florida, Comprehensive Plan available to the public, a certified copy of the enacting ordinance, as well as certified copies of the City of St. Cloud, Florida, Comprehensive Plan and any amendments, shall be located in the Department of Community Development of the City of St. Cloud. The Department of Community Development shall also make copies available to the public for a reasonable publication charge.

DRAFT

SECTION 9:

Effective Date. This ordinance has been published and shall take effect as provided by law.

First Reading on the 11th day of June, 2026.

Second Reading and Final Passage on the 16th day of July, 2026.

CITY OF ST. CLOUD

_____

Christian B. Robertson, Mayor

ATTEST:

_____

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

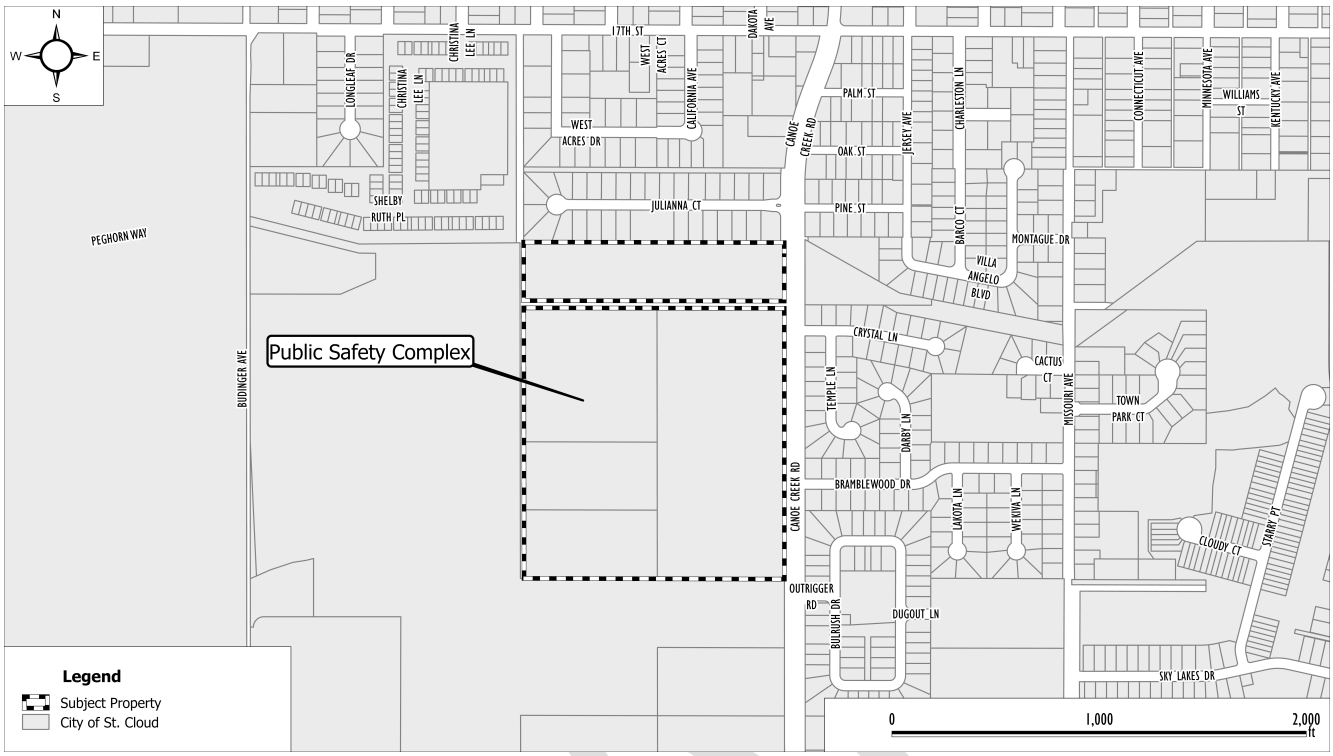
_____

Daniel F. Mantzaris, City Attorney

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud; 1300 9th Street; St. Cloud, Florida 34769

DRAFT

EXHIBIT "A"



PARCEL(S) No.(s)
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10-26-30-0725-0001-0820
10-26-30-0725-0001-0630
10-26-30-0725-0001-0650

DRAFT

Meeting: June 11, 2026

Agenda Item Type: First Readings and Introduction Ordinance No. 2026-30, Publix Safety Complex ZMA

Community Development Agenda Item:
First Reading and Introduction for Ordinance No. 2026-30, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 46.11 acres identified as Public Safety Complex, Project #ZMA26-00006, from "MIX" Mixed-Use to "P" Professional, generally located north of Nolte Road, east of Budinger Avenue, south of Julianna Court, and west of Canoe Creek Road, providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on July 16, 2026) Action on Ordinance No. 2026-30 (This is a Quasi-Judicial proceeding)

Strategic Key Focus Areas:
High-Performing Government

Background Information:
This is a city initiated application.

Legal Authority:

Budget and Recommendation:
There is no cost associated with this item.

Planning Commission will be held on June 16, 2026.

Final Action will be held on July 16, 2026.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

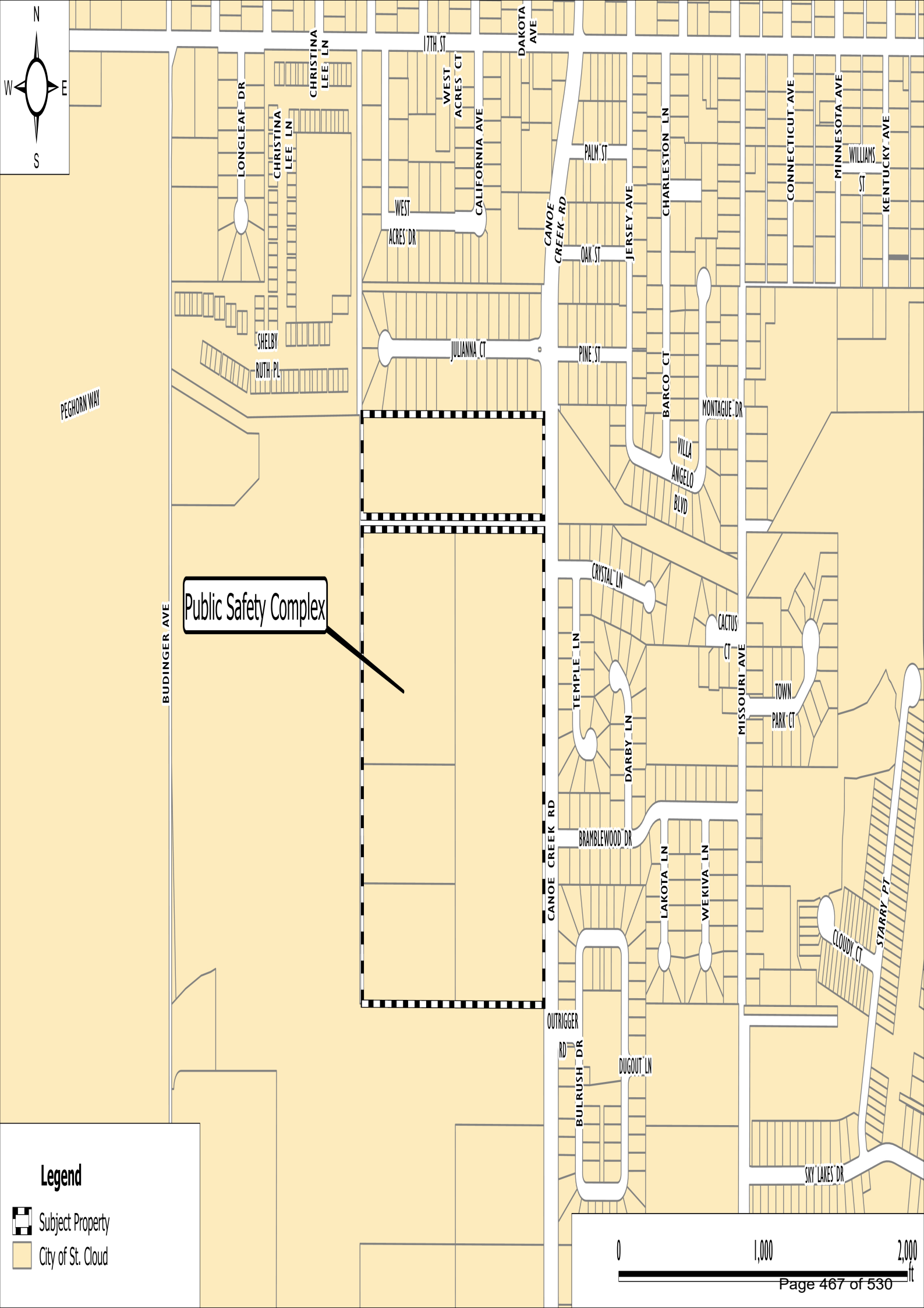
City Manager's Comments:
City Manager recommends approval

City Council Action:

7/16/26 - Final Action

Attachments:

1. ZMA26-00006 LOCATION
2. Draft Ordinance No.2026-30 ZMA26-0006 Public Safety Complex(NEW)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BUDINGER AVE
Public Safety Complex
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LAKOTA LN
WEKIVA LN
STARRY PT
CLOUDY CT
OUTRIGGER RD
BULRUSH DR
DUGOUT LN
SKY LAKES DR
Legend
Subject Property
City of St. Cloud
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RETURN TO:
CITY OF ST. CLOUD
COMMUNTIY DEVELOPMENT DEPARTMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, PROVIDING FOR THE ZONING AMENDMENT OF THE ZONING MAP OF THE LAND DEVELOPMENT CODE OF THE CITY OF ST. CLOUD, FLORIDA, SPECIFICALLY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY +/- 46.11 ACRES IDENTIFIED AS PUBLIC SAFETY COMPLEX, PROJECT #ZMA26-00006, FROM "MIX" MIXED USE TO "P" PROFESSIONAL , GENERALLY LOCATED NORTH OF NOLTE ROAD, EAST OF BUDINGER AVENUE, SOUTH OF JULIANNA COURT, ANS WEST PF CANOE CREEK ROAD, PROVIDING FOR ENTERING THE DESIGNATION ON THE OFFICIAL ZONING MAP, FILING OF THE PLANNING COMMISSION RECOMMENDATION AND PROOF OF PUBLICATION, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, zoning districts are required to be consistent with Comprehensive Plan of the City of St. Cloud; and,

WHEREAS, the proposed zoning is consistent with the proposed Future Land Use designation of "Institutional"; and,

WHEREAS, the property described below is less than five percent (5%) of the total land area of the City of St. Cloud; and,

WHEREAS, the City Council has received the recommendation of the Planning Commission dated June 16th, 2026; and,

WHEREAS, the City Council has held a Public Hearing on this matter after public notice has been provided, as required by law; and,

WHEREAS, it is in the best interest of the City of St. Cloud and its citizens that the proposed rezoning be approved.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION 1:

That Ordinance No. 87-HH of the City of St. Cloud, Florida, passed and adopted October 1, 1987, and any amendments to the ordinance, being the Land Development Code of the City of St. Cloud, Florida, is hereby amended to include and designate on the Official Zoning Map a "Professional " zoning district classification for the property described below and as shown on Exhibit "A":

PARCEL: 10-26-30-0725-0001-0950
PARCEL: 10-26-30-0725-0001-0820
PARCEL: 10-26-30-0725-0001-0630
PARCEL: 10-26-30-0725-0001-0650

Legal Description:

TRACT A:
LOTS 63, 64, 65, 66, 79, 80, 81 & 96, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 10, TOWNSHIP, 26 S, RANGE 30 E, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 1, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA;

LESS AND EXCEPT: THE EAST 30 FEET OF SAID LOT 64, 65, 80, 81 AND 96, AS DESCRIBED IN WARRANTY DEED RECORDED IN DEED BOOK 135, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

ALSO LESS AND EXCEPT: THE NORTH 30 FEET OF SAID 63 AND 64, AS DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 987, PAGE 2560, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TRACT B:
LOTS 82 AND 95 OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", PAGE 1, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Containing +/- 46.11 acres, more or less.

SECTION 2:

The property is rezoned to "P" Professional, making applicable all provisions of the Land Development Code of the City of St. Cloud, Florida.

SECTION 3:

The City Manager or his/her designee is authorized and directed to promptly enter such change on the Official Zoning Map.

SECTION 4:

Upon adoption of this ordinance, the Planning Commission recommendation and "Proof of Publication" of the required Public Hearing notices shall be filed in the Community Development Department.

SECTION 5:

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

SECTION 6:

The City Clerk, after consultation with the City Attorney, is authorized to correct the scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

SECTION 7:

Effective Date. This ordinance has been published and shall take effect as provided by law.

First Reading on the 11th day of June 2026.

Final Reading on the 16th of July 2026.

CITY OF ST. CLOUD

_____

Christian B. Robertson, Mayor

ATTEST:

_____

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:

DRAFT

de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

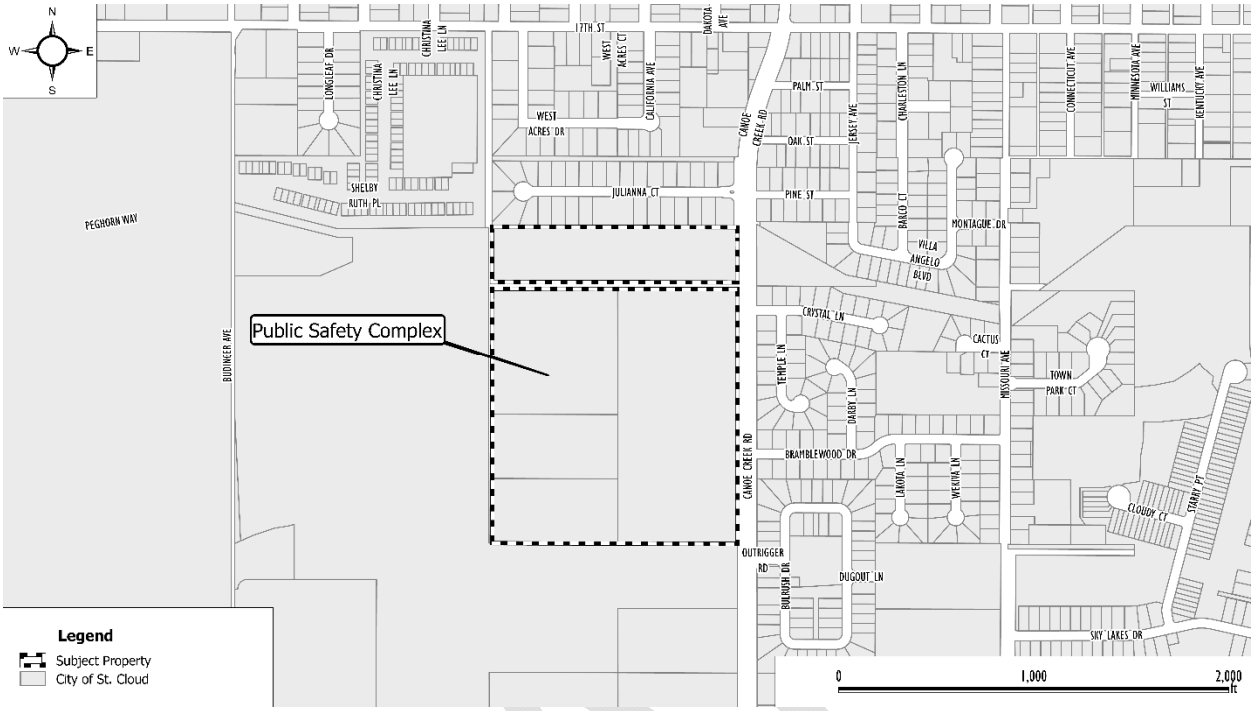
_____

Daniel F. Mantzaris, City Attorney

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud; 1300 9th Street; St. Cloud, Florida 34769

DRAFT

EXHIBIT "A"



PARCEL ID NO(S).

PARCEL: 10-26-30-0725-0001-0950
PARCEL: 10-26-30-0725-0001-0820
PARCEL: 10-26-30-0725-0001-0630
PARCEL: 10-26-30-0725-0001-0650

DRAFT

Meeting: June 11, 2026

Agenda Item Type: First Readings and Introduction Ordinance No. 2026-32, Stephanie Leigh Rothstein Memorial Park CPA

Community Development Agenda Item:
First Reading and Introduction for Ordinance No. 2026-32, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use designation to approximately +/- 27.26 acres identified as Stephanie Leigh Rothstein Memorial Park, Project #CPA26-00005, generally located north of Barina Street, east of Missouri Avenue, south of Sky Lakes Drive, and west of South Indiana Avenue, from Employment and Institutional to Park/Open Space providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on July 16, 2026) Action on Ordinance No. 2026-32

Strategic Key Focus Areas:
High-Performing Government

Background Information:
This is a city initiated application.

Legal Authority:

Budget and Recommendation:
There is no cost associated with this item.

Planning Commission will be held on June 16, 2026.

Final Action will be held on July 16, 2026.

Finance Director's Comments:
N/A

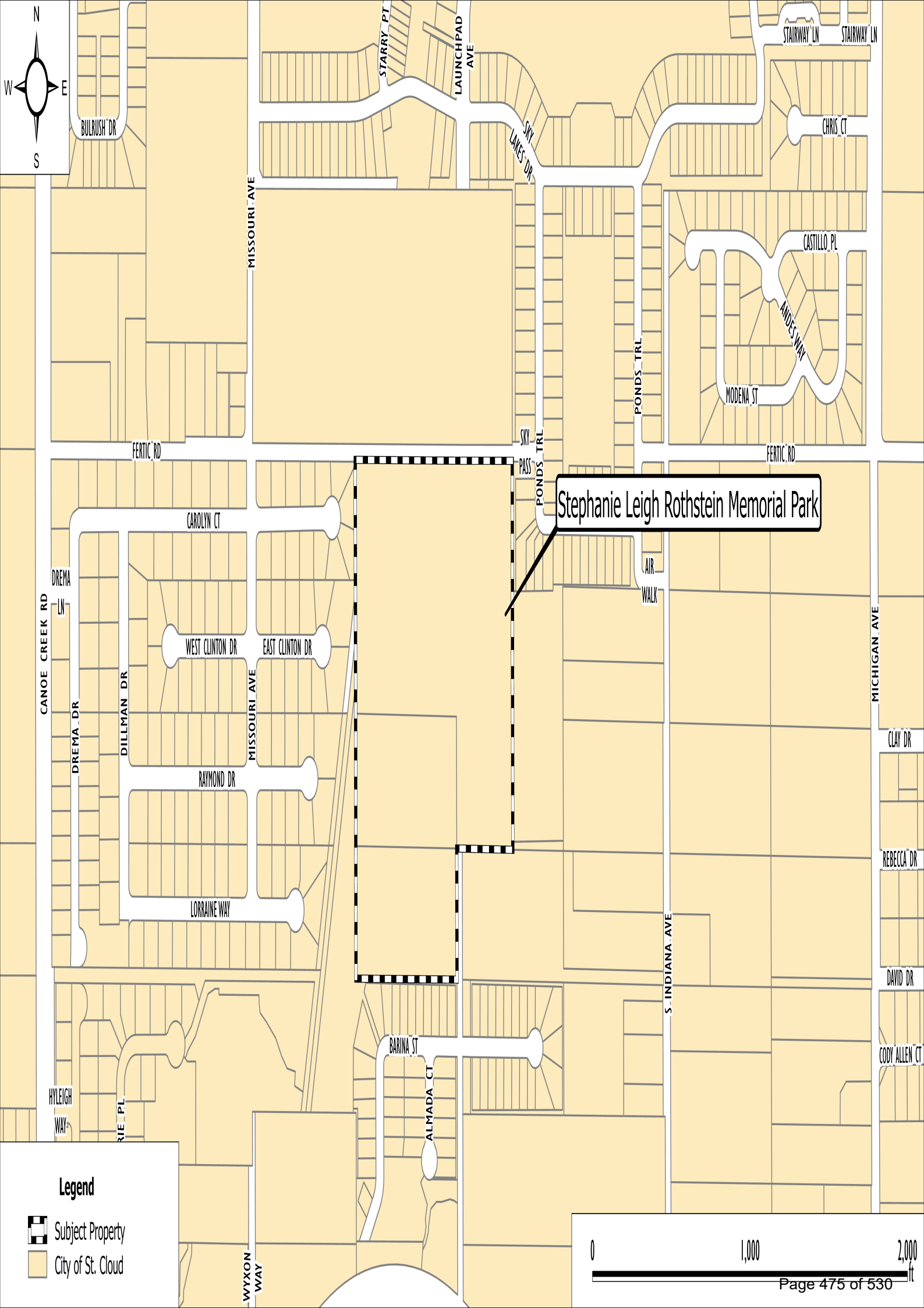
Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
7/16/26 - Final Action

Attachments:

1. CPA26-00005 LOCATION
2. DRAFT Ordinance No.2026-32 CPA26-00005 Stephanie Leigh R. Park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SKY LAKES DR
MISSOURI AVE
CASTILLO PL
ANDES WAY
PONDS TRL
MODENA ST
FERTIC RD
SKY PASS
PONDS TRL
FERTIC RD
Stephanie Leigh Rothstein Memorial Park
CAROLYN CT
DREMA LN
AIR WALK
CANOE CREEK RD
WEST CLINTON DR
EAST CLINTON DR
DILLMAN DR
MISSOURI AVE
DREMA DR
MICHIGAN AVE
CLAY DR
RAYMOND DR
REBECCA DR
LORRAINE WAY
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DAVID DR
BARINA ST
CODY ALLEN CT
ALMADA CT
HYLEIGH WAY
WYXON WAY
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Subject Property
City of St. Cloud
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RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNITY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ASSIGNING A FUTURE LAND USE DESIGNATION TO APPROXIMATELY +/- 27.26 ACRES IDENTIFIED AS STEPHANIE LEIGH ROTHSTEIN MEMORIAL PARK, PROJECT #CPA26-00005, GENERALLY LOCATED NORTH OF BARINA STREET, EAST OF MISSOURI AVENUE, SOUTH OF SKY LAKES DRIVE, AND WEST OF SOUTH INDIANA AVENUE, FROM EMPLOYMENT AND INSTITUTIONAL TO PARK/OPEN SPACE PROVIDING FOR AMENDING THE OFFICIAL FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN, FILING OF THE PLANNING COMMISSION RECOMMENDATION AND PROOF OF PUBLICATION, APPLICABILITY AND EFFECT, SEVERABILITY, COPIES ON FILE AND EFFECTIVE DATE.

WHEREAS, Chapter 163.3167, Florida Statues, and Article VII, of the Charter Laws of the City of St. Cloud, allows the Council of the City of St. Cloud to prepare and enforce a Comprehensive Plan, and under such authority only lawful procedures and requirements have been met; and,

WHEREAS, the City adopted the Comprehensive Plan pursuant to Chapter 163, Florida Statutes, by Ordinance 2002-41, on September 26, 2002; and,

WHEREAS, pursuant to Chapter 163.3162, Florida Statutes, the City Council of the City of St. Cloud has determined it necessary and desirable to adopt the amended version of the City of St. Cloud, Florida, Comprehensive Plan; and,

WHEREAS, this Ordinance is enacted under the authority of Chapter 163.3161 through 163.3215, Florida Statutes, and Chapter 166, Florida Statutes, as amended, reserving to the City Council of the City of St. Cloud all permitted discretionary authority; and,

WHEREAS, the City Council received the recommendation of Planning Commission dated June 16, 2026 and,

WHEREAS, the City Council has held two (2) public hearings and has produced advertisement and notice on this matter consistent with the requirements of Chapter 163.3187, Florida Statutes, and,

WHEREAS, the City staff has prepared a staff report and will rely on the data as findings of fact to support the map change.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, as follows:

SECTION 1:

All information above is true and correct.

SECTION 2:

The City of St. Cloud, Florida, Comprehensive Plan is amended in the following respects to the properties, identified under Comprehensive Plan Amendment 25-00018, as shown on Exhibit "A", and described as follows:

PARCEL: 14-26-30-0725-0001-0050

PARCEL: 14-26-30-0725-0001-0210

LEGAL DESCRIPTION:

LOTS 5, 12, 21, 28 AND THE WEST ½ OF LOTS 4, 13, AND 20, SEMINOLE LAND & INVESTMENT CO.'S (INC.) SUBDIVISION OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 30 E, ACCORDING TO THE OFFICIAL PLAT THEREOF AS FILED AND RECORDED AMONG THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, PLAT BOOK B. PAGE 5.

CONTAINING 27.26 ACRES, MORE OR LESS.

A. The City of St. Cloud Future Land Use Map, 2026, is amended to show the property as "Park/Open Space (P/OS)",
B. Any and all additional maps of the Comprehensive Plan are amended to show the property;
C. All Goals, Objectives, Policies, and other planning provisions applicable to properties as shown and set forth in the City of St. Cloud, Florida, Comprehensive Plan apply to the property.

SECTION 3:

The City Manager or his/her designee is authorized and directed to promptly enter changes on the Official Future Land Use Map.

SECTION 4:

Upon adoption of this ordinance, the Planning Commission recommendation and "Proof of Publication" of the required Public Hearing notices shall be filed in the Department of Community Development.

SECTION 5:

The applicability and effect of the City of St. Cloud, Florida, Comprehensive Plan shall be as provided by Chapter 163.3161 through 163.3217, Florida Statutes, and this Ordinance, reserving to the City Council of the City of St. Cloud all permitted discretionary authority.

SECTION 6:

The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

SECTION 7:

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

SECTION 8:

A. A certified copy of the enacting ordinance and any amendments shall be filed with the Clerk of the Circuit Court.

B. A certified copy of the enacting ordinance, as well as certified copies of the City of St. Cloud, Florida, Comprehensive Plan and any amendments, shall be on file and made available to the public in the office of the City Clerk of the City of St. Cloud, Florida.

C. To make the City of St. Cloud, Florida, Comprehensive Plan available to the public, a certified copy of the enacting ordinance, as well as certified copies of the City of St. Cloud, Florida, Comprehensive Plan and any amendments, shall be located in the Department of Community Development of the City of St. Cloud. The Department of Community Development shall also make copies available to the public for a reasonable publication charge.

SECTION 9:

Effective Date. This ordinance has been published and shall take effect as provided by law.

First Reading on the 11th day of June, 2026.

Second Reading and Final Passage on the 16th day of July, 2026.

CITY OF ST. CLOUD

_____

Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

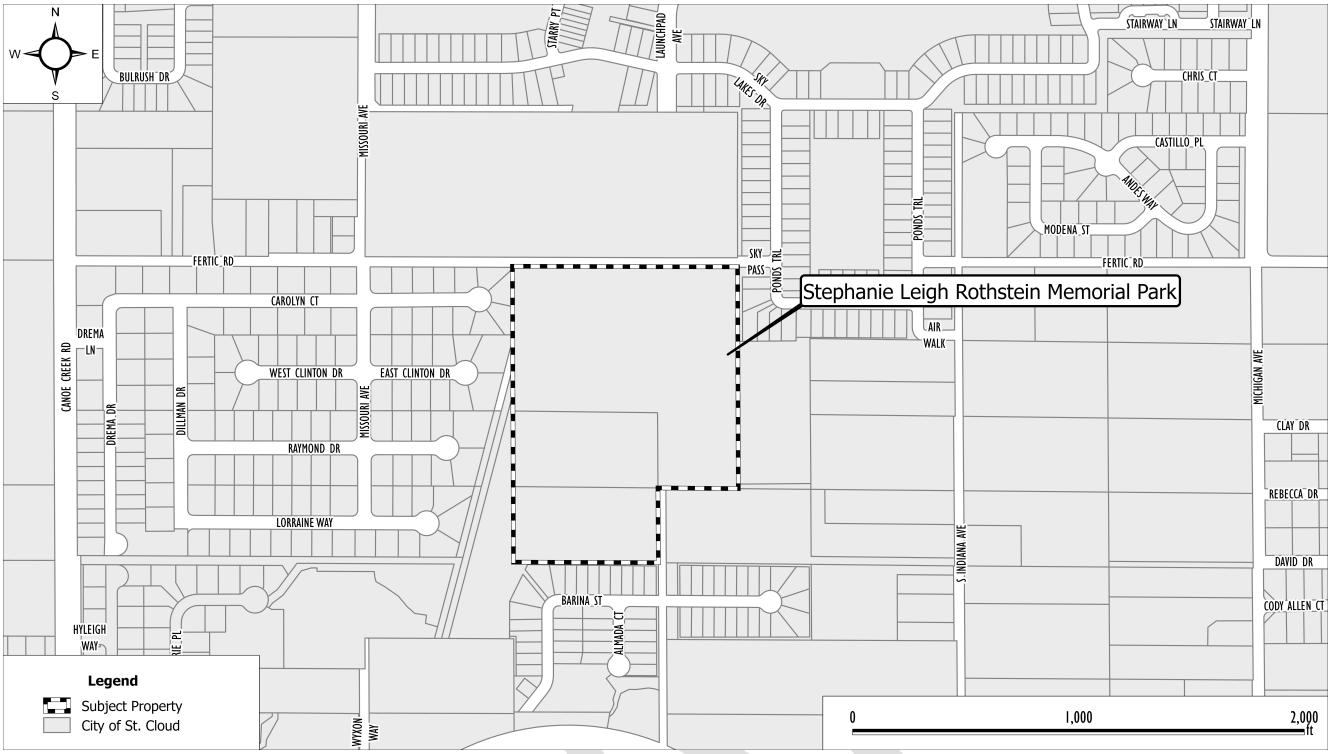
LEGAL IN FORM AND VALID IF ADOPTED:
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud; 1300 9th Street; St. Cloud, Florida 34769

DRAFT

EXHIBIT "A"



PARCEL(S) No.(s)
14-26-30-0725-0001-0050
14-26-30-0725-0001-0210

DRAFT

City of St. Cloud
Community Redevelopment Agency (CRA) Meeting
Thursday, February 5, 2026
City Hall-Council Chambers
1300 9th Street
3:00 PM
Minutes

I. Chair Robertson called the meeting to order at 3:19 p.m.

II. Pledge of Allegiance

III. Roll Call

- Chair Chris Robertson
- Vice Chair Ken Gilbert
- Member Jennifer A. Paul
- Member Kolby Urban
- Member Shawn Fletcher
- Member Adam Wagner
- Vacant

All members were present, with Member Fletcher and Wagner attending via phone.

IV. Approval of Minutes

A. December 4, 2025, Meeting Minutes

Motion by Member Urban to approve minutes. Seconded by Member Paul. Motion passed with no objection.

V. New Business

There was no new business at this time

VI. Staff Report/Update

A. Hotel update

City Attorney Dan Mantzaris provided an update on the hotel property enforcement case that was heard before the Special Magistrate on January 21st . At that hearing, Fire Marshal, Building Official, and Code Enforcement staff presented arguments on behalf of the City. The Special Magistrate issued an order requiring several actions to be completed by February 6th , including allowing City staff to enter the building to conduct an onsite inspection. That inspection has since occurred, with Fire, Building, and Code Enforcement staff confirming the presence of significant internal health and safety issues.

The Special Magistrate further ordered the property owner to demonstrate progress toward completing the exterior of the building, specifically by removing boarded windows, ordering

replacement windows, and providing proof that the windows have been ordered. The Magistrate also required that permitting and historic preservation issues be addressed by the February 6th compliance date.

Mr. Mantzaris explained that failure to comply could result in enforcement action at the February 18th Special Magistrate hearing, including the potential imposition of fines beginning February 7th , at a rate of up to $1,000 per day, and a possible finding that the structure poses a serious threat to public health and safety. Such a finding could allow the City to pursue abatement actions if necessary.

Staff will verify compliance following the February 6th deadline and issue a notice of non-compliance if required. Mr. Mantzaris committed to providing an update to the CRA by Monday morning regarding whether the property owner complied with the ordered requirements. The Special Magistrate will review documentation related to the window replacement and other outstanding issues at the February 18th hearing.

Consensus was that staff provide a report once the Special Magistrate completes the compliance review, detailing whether the property owner has met the required actions and including any infractions or fines.

B. P3 Mixed-Use Parking Update

Tammy Reque, Mobility & Special Projects Manager, provided an update on the P3 Mixed-Use Parking Project. City Manager Veronica Miller advised that Deputy City Manager Scott Davidoff is the primary lead on the project and that the information shared reflected the most recent update available, with any additional details included in Mr. Davidoff's prior email communications.

Chair Robertson shared that he recently attended a development forum with the City of Kissimmee Mayor and Commissioner Grieb, where the project was discussed with commercial developers and investors. He noted strong regional interest in the project and stated that, if approved, it would be a significant opportunity and potential game changer for downtown. He thanked staff for their efforts.

Vice Chair Gilbert expressed that many residents are not yet aware that the project has been approved and is moving forward and suggested the use of social media to better inform the public. Chair Robertson and Ms. Miller recommended delaying public outreach until after the anticipated April 9th approval action, noting the importance of avoiding confusion should any issues arise prior to final approval. Ms. Miller emphasized the need to fully educate the public after that date, particularly regarding the use of CRA funds, and suggested coordinating outreach efforts with staff once the project is finalized.

City Attorney Dan Mantzaris confirmed that significant effort has been made to ensure the project is well developed before returning to City Council for action. He explained that staff is working to present a clear, complete proposal that fully addresses design, size, and functionality so that Council and the public have a thorough understanding of the project when final approval is considered.

Chair Robertson raised the importance of including a direct connection between the parking garage and the adjacent building, particularly at the third-floor level, to improve accessibility. Discussion clarified that a staff-only access point may be most appropriate, consistent with similar projects. Ms. Miller noted that staff access is typical.

C. Wayfinding/Gateway Update

Tammy Reque provided an update on the City's wayfinding initiative. Vice Chair Gilbert requested clarification on the timeline following the Request for Qualifications (RFQ) deadline of February 19th, including the next steps once proposals are received. City Manager Veronica Miller explained that a City evaluation committee will review submissions, make a recommendation, and present it to the CRA Board and City Council for approval prior to entering into a contract.

Ms. Miller noted that, due to the CRA's bi-monthly meeting schedule, the recommendation would likely be presented at the April CRA meeting, followed by City Council approval. City Attorney Dan Mantzaris confirmed that while approval order may vary, both the CRA and City Council must approve the agreement before it moves forward.

Vice Chair Gilbert expressed concern regarding the length of time the wayfinding project has been under discussion and suggested exploring opportunities to expedite the process. Member Urban suggested the possibility of a special CRA meeting to accelerate approval if feasible.

Discussion also addressed whether signage could be produced in-house. Staff clarified that City facilities are not equipped to fabricate the proposed wayfinding signage, which consists of branded, static hard signage rather than cloth or banner-style materials.

Ms. Reque also provided an update on the Gateway signage. Ms. Miller reported that she and the Mayor met with property owner Mr. Kisselback, who agreed to grant an easement to allow installation of a gateway sign on his property. Landscaping improvements were discussed as a mutual benefit, and staff is currently awaiting the finalized agreement.

Additional discussion included future gateway opportunities near the Turnpike interchange. Member Urban suggested exploring the placement of a permanent gateway sign near the future Nolte Road interchange in coordination with FDOT. Ms. Reque indicated she would look into potential options.

Consensus was to conduct a special meeting to expedite the review and approval process for the Wayfinding project.

D. Entertainment District Signage

Tammy Reque provided an overview update and requested direction from the CRA regarding the proposed signage project. City Manager Veronica Miller explained that staff was seeking direction to move forward with a proposal from GAI, noting that April would be the earliest timeframe to receive an initial design and June for a final product.

CRA members raised concerns about the need to proceed with an outside consultant, expressing concerns about cost, timeline, and whether the proposed design work could be completed in-house.

Vice Chair Gilbert and Chair Robertson suggested that the signage could be produced internally using existing City resources, including in-house graphic design, metal fabrication, and vinyl application, potentially at a significantly lower cost and within a shorter timeframe. Member Urban supported a simpler approach, such as incorporating existing City or CRA branding without redesigning the signage.

Staff explained that the original intent of engaging a consultant was to ensure consistency with the City's wayfinding branding and because Public Works had indicated limitations in producing multi-color signage. However, members emphasized that layered vinyl or outsourced printing limited to printing only, not fabrication could achieve the desired result without full consultant involvement.

Additional discussion highlighted the importance of confirming Entertainment District operating hours before finalizing signage, as current ordinance hours do not align with actual business operations. Staff noted that research is ongoing and that the matter will be brought back to City Council in a future workshop.

Consensus was to pause moving forward with GAI at this time and request that staff bring options demonstrating what can be produced in-house, including mockups, for review at an upcoming special meeting. The CRA emphasized prioritizing a cost-effective, timely solution while maintaining consistency with City branding.

E. 900 Ohio

Ms. Reque provided an update regarding 900 Ohio Avenue and outlined the purpose of the pre-application meeting, explaining that it was intended to give the prospective tenants a clear picture of the requirements, improvements, and costs associated with converting the property from residential to commercial use. Chair Robertson asked whether a lease agreement had already been approved, and Ms. Reque confirmed that it had not. Chair Robertson expressed concern about tenants spending money on improvements or fees before lease terms were finalized. Ms. Miller noted that the pre-application meeting was designed to ensure fairness and allow tenants to determine whether the project was financially feasible.

Members then addressed financial considerations, including the approximate $44,000 impact fee for opening the restaurant. Ms. Dal Santo noted that tenants were open to working with the city despite the fees and believed the restaurant would be a positive addition to downtown St. Cloud. Chair Robertson and Member Urban commented on the high commercial impact fees and suggested they may need to be revisited in the future, with Ms. Miller noting a 10% economic development waiver could potentially apply. Mr. Mantzaris clarified that the city could not waive impact fees entirely unless allowed by statute, though funding could be provided through an economic development fund if available.

Vice Chair Gilbert raised concerns about the city indirectly entering the restaurant business by leasing the property, noting the risks if the tenants were unable to sustain operations. Chair Robertson suggested structuring an exit strategy for the lease, similar to O'Doherty, to balance city and tenant interests while minimizing financial risk.

The discussion also addressed parking. Chair Robertson noted that the existing leased parking lot costs the city $6,000 per year and suggested that tenants should assume responsibility for parking

if they move forward, especially given the new 400-space parking garage being planned. Ms. Miller mentioned potential trolley stops that could utilize the lot, but members agreed this should not delay the decision regarding the property.

Consensus was to continue discussions with the prospective tenants to finalize lease terms, assess affordability, and determine the future of the leased parking lot. Members also agreed that commercial impact fees should be reviewed in a future city council discussion to support economic development.

VII. Members Update

Kevin Felblinger, Public Works Director, provided an update on the City's current signage capabilities, explaining that the department has limited ability to produce custom signs in-house due to the labor-intensive process involved. He described the current "sheeting" method for street signs, noting that multiple layers and intricate designs, including the City logo, are difficult to reproduce, particularly for complex fonts and graphics such as the Sandhill Crane. Felblinger explained that while the department is exploring an upgraded printer that uses ink rather than multiple layers of sheeting, concerns remain regarding durability, cost, and maintenance, as the new printer would require protective layers to withstand Florida's sun and would represent a significant investment of approximately $35,000–$40,000.

Vice Chair Gilbert highlighted the inefficiency of the current system, noting that outsourcing custom signs could be significantly less labor-intensive and more cost-effective. He suggested leveraging the City's existing cutting and laminating capabilities to produce district and custom signs in-house at a fraction of the cost, while still coordinating installation through the City's sign department. Chair Robertson noted the need to consider overall event and City signage costs, including banners and other temporary signs, when evaluating the potential purchase of new equipment.

Discussion also addressed the potential role of the CRA versus the City in purchasing such equipment. Member Urban expressed concern about the CRA purchasing a printer, emphasizing that the focus should remain on larger capital projects. Chair Robertson and Ms. Miller suggested that if a printer were to be purchased, it would more appropriately fall under the City's responsibility, with the CRA benefiting from its use.

Mr. Felblinger reported that the sign shop supervisor has been researching available trade show options and initial equipment estimates, while Vice Chair Gilbert recommended that the evaluation focus not only on street signs but on all types of City signage, including custom and large-format signs, to maximize long-term utility and cost savings. Chair Robertson and Ms. Miller confirmed that certain specialized lettering, such as for fire trucks, is already outsourced due to technical requirements.

Consensus was that further research is needed during the budgeting process to evaluate the cost, durability, and versatility of potential equipment, ensuring that any investment can serve multiple City signage needs over the long term while reducing labor and outsourcing costs.

Member Urban raised the topic of revising the hours for the Entertainment District, suggesting a simplified approach of allowing operations every day from 11 AM to midnight or later, rather than

maintaining the current restrictions. Chair Robertson asked whether such a change would require advertising, and Mr. Mantzaris clarified that it would require a code amendment, which could be drafted quickly and presented to the Council for direction, with potential review by the Planning and Zoning Commission.

Discussion focused on aligning district hours with bar closing times while considering enforcement and public safety. Chair Robertson suggested allowing a brief grace period for patrons to finish drinks near closing, but Mr. Mantzaris noted that a clear cutoff, such as 1 AM, may be easier to enforce. Ms. Miller emphasized the importance of considering nearby residential areas when setting hours.

Consensus was to draft an ordinance revising the Entertainment District hours, simplify daily operating times, and present it for Council discussion at an upcoming meeting, while balancing enforcement and neighborhood considerations.

Chair Robertson also highlighted recent successful downtown events, including Civil War Day and a Relay for Cancer Awareness, noting that these activities activate the downtown area and support the City's historical and community engagement efforts.

VIII. Public Comment

Josh Fertic addressed the CRA regarding challenges he has experienced in attempting to secure funding and approvals for his business projects downtown. He shared his history of rehabilitating a dilapidated property for his Kids University childcare center and described the lengthy and complex process of obtaining city approvals, including site plans and architectural plans, which took several years despite prior loan approvals. Fertic noted that his recent efforts to expand the facility with a 1,500 ft² indoor playground were delayed due to city requirements for full site development plans, resulting in extended timelines and additional costs.

Fertic expressed disappointment upon learning that no CRA grants were currently available for small businesses, highlighting that his prior grant application had not been completed before the September 30, 2025 deadline. Ms. Dal Santo confirmed that due to a budget change, the CRA no longer had funds for such grants. Chair Robertson explained that the county and state directives now prioritize investment in large-scale projects rather than smaller initiatives, and noted that failure to follow these guidelines could jeopardize CRA funding.

Fertic emphasized the importance of small businesses, particularly childcare centers, as economic anchors that create jobs, support workforce stability, and provide essential community services. He argued that investments in small businesses generate long-term economic returns and enhance local community stability, contrasting this with investments in restaurants or storage units that may not provide the same foundational benefits.

Chair Robertson acknowledged Fertic's points but reiterated that current CRA and county priorities focus on large-scale projects, such as parking garages, due to state and legislative oversight. He clarified that these constraints are not a reflection of the CRA's desire to support small businesses, but rather a result of tighter funding parameters and regulatory compliance requirements and that while small businesses like Fertic's play a vital role in the community,

current CRA funding priorities and county directives limit the ability to provide grants for such projects at this time.

A. Bi-monthly Financials
B. Capital Project List
C. Next CRA Meeting - Thursday, April 2, 2026

IX. Adjourned at 5:05 p.m.

Respectfully submitted by:

Christian B. Robertson, Chair — Date: May 7, 26

Claudia Klockars, CRA Board Secretary — Date: May 14, 26

City of St. Cloud
Community Redevelopment Agency (CRA) Meeting
Thursday, April 2, 2026
City Hall – Council Chambers
1300 9th Street
3:00 p.m.
Minutes

I. Chair Robertson called the meeting to order 3:01 p.m.

II. Pledge of Allegiance

III. Roll Call

- Chair Chris Robertson
- Vice Chair Ken Gilbert
- Member Jennifer A. Paul
- Member Kolby Urban
- Member Shawn Fletcher
- Member Adam Wagner
- Member Jeff Perry

All members were present, with the exception of Member Fletcher being absent and Member Wagner attending via phone

IV. Approval of Minutes

A. February 5, 2026, Meeting Minutes

Motion to approve minutes by Vice Chair Gilbert. Seconded by Member Paul. Passed with no objection..

V. New Business

A. Fund Balance Carryover

Tammy Reque, Mobility & Special Projects Manager, presented an update on the Fund Balance Carryover. Jeffrey Cooper, Finance Director, explained that, pursuant to Florida Statute, unused year-end CRA funds must be assigned to a specific CRA project each year. Because the parking garage project is not yet fully funded, staff recommended assigning the year-end fund balance to that project.

Board members discussed the funding strategy for the parking garage, including the CRA's prior contributions of land and funds, the estimated total project cost, and the goal of completing the project without incurring debt. Staff advised that the final development agreement was still under negotiation and was expected to be presented at the May CRA meeting. It was noted that approximately $5 million would be set aside for the project if the carryover was approved, with an additional proposed transfer in the FY 2026-2027 CRA budget anticipated to bring available funding closer to the amount needed.

Staff also explained that grants and other projects had been deferred, and operating costs such as salaries, benefits, and law enforcement allocations had been reduced in order to redirect funding toward

major capital improvements, consistent with the County's request that the CRA focus on larger brick-and-mortar projects.

Chair Robertson requested that Member Perry be kept informed regarding the project, and staff confirmed that updates had already been provided. Vice Chair Gilbert expressed support for using the carryover funds for the parking garage and noted enthusiasm for the project moving forward.

Motion to approve by Member Urban. Seconded by Member Paul. Passed with no objection.

VI. Staff Report/Update

A. P3 Mixed-Use Parking Update

Ms. Reque provided an update on the P3 Mixed-Use Parking Project. Discussion focused on the project's location within the Historic Preservation area and the resulting requirement for review by the Historic Preservation Board. Staff explained that, although the project involves new construction, it must still comply with design standards intended to preserve the character of the historic district because it is located within and adjacent to historic properties. It was noted that the Historic Preservation Board would review the design, and any decision of the Board could be appealed to the City Council.

Board members also discussed potential design expectations for the building, including how a taller structure may relate to surrounding historic homes and nearby public buildings. Staff indicated that prior development concepts had considered compatibility with the surrounding area while recognizing that the building would be larger in scale than nearby structures, including City Hall.

Scott Davidoff, Deputy City Manager, reported that productive meetings had continued with Atlantic Housing and that negotiations were progressing smoothly. Staff advised that the project was anticipated to be presented to the City Council in May. It was further noted that the CRA Board's meeting schedule had been adjusted so the Board would meet in May rather than June in order to review the proposed agreement as well. Staff expressed enthusiasm for the project and stated that, if the agreement is approved, construction is anticipated to begin in late 2026 or early 2027.

B. Wayfinding Update

Ms. Reque provided an update on the Wayfinding Signage Project. Leslie Flores, Procurement Director, reported that quotes were solicited from pre-qualified contractors and that SSC Signs and Lighting submitted the lowest responsive bid. Pricing was under budget, and staff is awaiting a proposed fabrication and installation schedule. It was also noted that pricing can be held for six months for potential additional signage.

Board members discussed project timing, costs, durability, installation requirements, and the ability to update signage over time. Staff explained that the signs will be built to established design standards using durable materials, with directional panels that can be updated as downtown develops. Members also discussed how wayfinding signage would improve navigation, support downtown businesses, direct visitors to public parking, and enhance walkability.

Lecedric Johnson, Systems & Applications Support Specialist, also provided an update on proposed pedestrian kiosk and digital signage locations. Digital kiosks will require power and connectivity, while

static signs will not. The Board reviewed potential locations, accessibility, pedestrian flow, and future expansion opportunities, including signage related to the planned P3 parking garage. Members also discussed potential future advertising revenue from digital kiosks and coordination of electrical infrastructure with utility partners.

Following discussion, the Board reached consensus on initial preferred signage locations and directed staff to proceed with pricing and project advancement.

Consensus was to proceed with awarding the wayfinding signage project based on the lowest responsive bid from SSC Signs and Lighting, subject to Council approval. The Board supported three initial digital sign locations at the Chamber of Commerce area, Chimento's Plaza area, and the Old Library. The Board also supported static sign locations at Florida Avenue/Madeline's area, Pennsylvania Avenue and 10th Street near Centennial Park, Veterans Park near the Bandshell, and the City parking lot behind the St. Cloud Hotel, with additional locations including the American Legion, GAR area, and private properties on Pennsylvania Avenue to be considered if easements can be secured. The Board further supported planning for a future digital sign at the P3 parking garage once final site plans are available and directed staff to continue refining locations, coordinating with property owners where needed, and returning with pricing and implementation details.

C. Gateway Signage Tentative Agreement

Ms. Reque provided an update on the Gateway Signage tentative agreement. Staff advised that the final item needed to complete the agreement is the legal description and survey sketch to be attached to the easement documents. Discussions with Mr. Kisselback have already taken place, and he is agreeable to the concept. The easement will allow the City to install and maintain the sign at no cost to the property owner and without disruption to the business.

Veronica Miller, City Manager, explained that the proposed location is intended to complement the gateway sign planned for Veterans Park by placing a matching sign across the street on the Kisselback property, consistent with the previously approved design concept for paired gateway signs. The Board noted the importance of maintaining a consistent and symmetrical appearance for east- and westbound traffic.

Staff reported that survey work has already begun and that coordination with IT will continue to confirm electrical service and installation requirements.

Consensus was to support the previously approved gateway sign concept, including matching installations at Veterans Park and the Kisselback property, and directed staff to finalize the survey, easement documentation, and utility coordination to advance the project.

D. Entertainment District Signage

Ms. Reque provided an update on the Entertainment District Signage project. Staff reported that the purchase order had been issued and that the project was awaiting delivery of the signage materials.

Board members also discussed the City's recent purchase of a sign printer, noting that while it was not a CRA-funded item, the equipment is expected to expand the City's ability to produce signage in-house rather than outsourcing. It was expressed that the printer could potentially meet a significant portion of

the City's signage needs across multiple departments and generate long-term cost savings. Staff clarified that the purchase was funded through Public Works using available payroll savings from vacant positions.

E. 900 Ohio Avenue

Ms. Reque provided an update regarding the CRA-owned property and ongoing discussions for its potential lease or sale. Staff explained that an appraiser had reviewed the property and provided a proposed lease rate, which the prospective tenant had indicated was acceptable. Staff sought direction from the Board on whether to continue negotiations for a lease arrangement or pursue another option.

Board members discussed concerns about the City or CRA acting as a landlord, the costs and modifications that would be required to convert the property for restaurant use, parking considerations, impact fees, and whether the time and resources required to manage a lease were justified. Staff also provided background on the interested restaurant concept, explaining that the prospective tenants remained interested in locating in St. Cloud and had explored the site as a potential fit for their business model.

Members further discussed the property's commercial zoning, prior acquisition history, and the possibility of selling the property rather than leasing it. It was noted that a previous appraisal had valued the property for commercial sale purposes, and staff advised that the original intent in CRA ownership was to encourage commercial redevelopment rather than allow the property to be removed from the tax roll. The Board also discussed whether a future sale could include incentives or creative financing options to support redevelopment while still protecting the CRA's interests.

Consensus was to support discontinuing lease negotiations and shifting focus to the sale of the property. Staff and the City Attorney were directed to explore marketing the property for sale, including offering the current interested party an opportunity to purchase the property and evaluating potential creative purchase terms or redevelopment incentives that could support a commercial use while protecting the CRA's investment. Staff was asked to return with an update at a future meeting.

F. Financing and Implementation Plan

Ms. Reque reported that updates to the Financing and Implementation Plan were being finalized and would be presented to the Board at the May meeting for review prior to submission to the County.

Veronica Miller, City Manager, also explained that, in connection with the County extension request, Commissioner Grieb had recommended demonstrating how CRA activities had increased property values beyond what would have occurred without CRA involvement. To support that effort, staff proposed reviewing properties that had received CRA grants or similar assistance in order to document resulting value increases. Member Perry volunteered to assist with that analysis once staff provides the relevant property addresses. Chair Robertson expressed support for the collaboration.

Consensus was to support staff's continued preparation of the Financing and Implementation Plan and agreed with Member Perry assisting staff in evaluating prior CRA-supported properties to help demonstrate the CRA's impact on property values for the County submission.

G. Upcoming Workshop and Expos

i. Thursday, April 16th - Contracting Readiness: Building Capacity to Grow
   Presented by: Florida State Minority Supplier Council.
ii. Tuesday, May 12th - Doing Business with Lynx
   Presented by: Lynx Procurement Division.
iii. Tuesday, August 18th - Business Connect Expo
iv. Tuesday, October 13th – Community Resource Fair

Solange Dal Santo, Economic Development Specialist II, provided an update on upcoming business outreach workshops and economic development events. She reported that the next workshop would be hosted in partnership with the Florida State Minority Supplier Diversity Council, which offers resources for small businesses including certification programs, trade shows, workshops, and technical assistance for doing business with government agencies, private companies, and major corporations. She advised that the event had already reached capacity with 74 registered businesses and a waiting list. It was also confirmed that the event had been placed on members' calendars.

Ms. Dal Santo further reported that the next scheduled workshop, on May 12, would focus on doing business with LYNX. She explained that representatives from LYNX would provide information on vendor registration, upcoming projects in Osceola County, and local and small business participation programs. Registration had recently opened and already showed strong interest.

Looking ahead, she announced plans for the 2026 Business Connect Expo on August 18, noting efforts to expand participation by inviting large construction companies that may offer subcontracting opportunities for local small businesses. She also advised that the Community Resource Fair would be held on October 13, with staff coordinating this year's event. Additional future workshops were also being explored and would be announced once confirmed.

VII. Members Update

Ms. Miller announced that Solange Dal Santo would be joining the City Manager's Office and would begin working under Mr. Walker on Monday. Vice Chair Gilbert congratulated Ms. Dal Santo and requested an update on the St. Cloud Hotel, noting it had been a major CRA issue for several years.

Dan Mantzaris, City Attorney, reported that at the February Special Magistrate hearing, the Magistrate found the property in violation and established a March 6th compliance deadline for the owner to obtain a permit and move forward with repairs. Because the permit was not obtained, a fine of $1,000 per day began accruing on March 7th. He advised that an order had since been entered imposing the fine and creating a lien on the property. The fine would continue for 90 days, after which staff could return to the Special Magistrate to seek foreclosure authority and then request City Council approval to enforce the lien.

Vice Chair Gilbert thanked the City Attorney for the update and stated that while no one wanted to take property away from an owner, the St. Cloud Hotel had become a blight issue and progress on the matter was an important step toward revitalization efforts. Chair Robertson asked whether there had been any contact with the owner since the hearing. Mr. Mantzaris responded that he had not spoken directly with the owner after the March 6th deadline, but had exchanged messages after the owner requested additional time to secure the permit. He stated the request was denied because the compliance date had been set by the Special Magistrate. He further explained that the owner's representative had indicated a desire to return before the Special Magistrate to revisit the case, but that process was not permitted under the governing rules.

Mr. Mantzaris explained that the owner could request a limited hearing only to challenge whether compliance had been achieved. In that case, the sole issue would be whether the required permit had been obtained. Since no permit had been secured, the City anticipated opposing any attempt to relitigate the matter at the May Code Enforcement hearing.

Member Perry then raised questions regarding food trucks and whether any requests had been made by downtown restaurants to allow temporary food truck operations during renovations. Ms. Miller stated that no formal request had recently been submitted, but discussions had occurred through EDAC. She recalled that a downtown business owner had previously inquired about using a food truck during kitchen repairs and that the topic of food truck regulations was expected to be discussed at the next EDAC meeting. She added that EDAC had been asked to review city code provisions and provide recommendations that could make it easier for businesses to operate.

Chair Robertson requested that the current food truck ordinance be distributed to the Board. Ms. Miller explained that the ordinance generally limited food trucks to Highway Business zoning districts through an approved conditional use process. She noted that the policy had originally been adopted to address concerns such as parking impacts, landscaping damage, and compatibility with nearby businesses. She added that staff would provide the ordinance and informational brochure to the Board for review.

Board members discussed the potential benefits and drawbacks of expanded food truck activity. Vice Chair Gilbert expressed concern that unrestricted food truck operations could negatively impact brick-and-mortar businesses that pay taxes and maintain permanent locations. He suggested that, if considered in the future, food trucks should be limited to designated areas or organized events. Chair Robertson agreed that a concentrated destination-style model, such as a recurring food truck event at the Lakefront, could be worth exploring rather than allowing scattered locations throughout the city. Mr. Mantzaris noted that special event permits already provided a framework for organized food truck gatherings while allowing staff to address logistics such as sanitation, utilities, traffic, and fire safety.

Member Perry stated that part of his concern involved possible future alley activation projects, where businesses might seek to use rear spaces for smokers, seating, or mobile food operations. Chair Robertson responded that such ideas could be considered in the future but noted the City was not yet at the point of activating alleys for that type of use. Ms. Miller added that the prior alley project had been canceled when larger priorities were identified.

Discussion then shifted to the former power plant site. Member Perry asked about activity he had observed there and whether the site was ready for redevelopment. Ms. Miller explained that restoration work was underway and that the City must complete a required monitoring period through DEP before moving forward. She stated City Council had directed staff to prepare a scope for a future public-private partnership solicitation similar to the parking garage project and expressed hope that the incoming economic development consultant could assist with that effort. She added that while the property was City-owned, CRA participation through incentives could potentially be considered in the future.

Member Paul then raised a separate matter regarding the possible expansion of the downtown historic district to the Lakefront area. She explained that Representative Stark had been involved in discussions and that an inventory was being prepared as part of a grant application that could place the broader district on the National Register. After clarification that the item related to the historic district rather than the CRA boundary, Ms. Miller noted the topic was already scheduled for an upcoming workshop focused on historic preservation. She requested a copy of the map so it could be included in the workshop backup materials. Vice Chair Gilbert commented that the concept was a good idea.

VIII. Public Comment

There were no Public Comments at this time.

IX. Information

A. Bi-monthly Financials
B. Capital Project List
C. Next CRA Meeting - Thursday, May 7, 2026

X. Adjourned 5:22 p.m.

Respectfully submitted by:

Christian B. Robertson, Chair — Date: May 7, 2026

Claudia Klockars, CRA Board Secretary — Date: May 14, 2026

City of St. Cloud
Economic Development Advisory Committee (EDAC)
Tuesday, April 7, 2026
Community Development Conference Room
1300 9th Street, Building A, 1st Floor
5:00 PM
Agenda

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

- Chair Jeff Perry
- Vice Chair Jackie Fricchione
- Member Paula Stark
- Member Susan Abshire
- Member Bobbie Lantry
- Member Karl Theobald
- Member Tugce Figeac
- Member Jenise Osani

All members were present with the exception of Member Stark and Member Abshire.

IV. Approval of Minutes

1. March 3, 2026, Meeting Minutes

Member Theobald made a motion to approve the minutes. Member Figeac seconded the motion. Motion carried (5–0).

V. New Business

1. Downtown Vitality, Placemaking & Activation
    i. Food truck parking area/event

Discussion regarding food truck opportunities, balancing economic development, support for existing brick-and-mortar businesses, and the need to keep residents spending money within the city. Members discussed concerns that unrestricted placement of food trucks could negatively impact established businesses and agreed that any recommendation should strategically locate food trucks in areas that complement, rather than compete with, existing restaurants.

Several potential locations were discussed, including Centennial Park, Lakefront Park, Veterans Memorial Park, the Civic Center area, and other city-owned properties. Members noted that parks and event spaces could create additional activity, attract visitors, and support nearby businesses, while also offering opportunities for entertainment, recreation, and community gatherings. Some members also suggested exploring a more permanent "Boxi Park"-style concept or phased

approach that could begin with temporary pop-up events and later expand into a permanent development if successful.

City staff explained that food trucks are currently limited by zoning regulations, conditional use requirements, special event permitting rules, and associated fees. Staff clarified the difference between a one-time conditional use approval tied to private property versus recurring special event permits for city-owned property. Members also discussed whether existing fees, application requirements, and zoning restrictions may be discouraging food truck operators from locating in the city.

The committee generally agreed that the issue should be approached as both an economic development and land-use matter rather than simply event planning. Staff encouraged the committee to identify barriers in the current code and recommend specific changes related to zoning, locations, fees, or permitting processes.

Consensus was reached for members to individually prepare concepts and recommendations regarding food truck opportunities, possible locations, related recreational or entertainment uses, and potential code or fee changes. Members agreed to submit their ideas in advance of the next meeting so they could be distributed for review by April 21.

Consensus was also reached to receive the applicable fee structure from staff so the committee could review associated costs as part of its evaluation.

Staff advised that, once the committee reaches consensus, a formal written recommendation can be drafted and presented to City Council at a future workshop, potentially in June.

ii. Recreational activities pro market

Continued discussion on recreational activities and special events that could support economic development, increase foot traffic, and attract visitors to the city. Members emphasized the importance of gathering information on costs, permitting requirements, and operational details before making formal recommendations. Discussion included how recurring activities could help retain local spending, create community gathering spaces, and generate additional opportunities for local businesses.

Members noted that future recommendations may include recurring events, entertainment opportunities, and other activities designed to activate city-owned properties and commercial areas.

Consensus was that members would continue researching potential recreational opportunities and provide additional ideas for future discussion.

iii. Exploration of ideas such as car shows, recreational events, and similar activities

Discussion focused on the idea of establishing a recurring downtown car show. Chair Perry shared that a former organizer of the successful Old Town car show had expressed interest in recreating a similar event in downtown St. Cloud. Members noted that car shows could draw both residents and visitors, increase patronage at local restaurants and businesses, and create a lively community atmosphere. Mayor Robertson shared that previous downtown car shows held on Wednesday

evenings had been highly successful, regularly attracting 40 to 50 cars and benefiting nearby restaurants. Members also discussed whether a weekly, monthly, or other recurring schedule would be most effective, as well as the need to select the best street or location to maximize benefits for downtown businesses.

City staff explained that any such event would require consideration of public safety measures, traffic control, insurance, police staffing, and associated special event costs. Staff further advised that if the city were to organize or sponsor the event directly, a different procurement or partnership process could apply, while a private organizer could move forward through the existing special event permit process. Members generally agreed that pursuing the private special event route could allow a car show to begin more quickly.

Consensus was reached for Chair Perry to contact the interested organizer to determine whether he would be willing to pursue the event through the city's special event process. Staff agreed to provide contact information for the city's Special Event Coordinator.

Brief discussion occurred on additional concepts, including hot air balloon rides or festivals, live music, and other unique attractions that could distinguish the city and draw visitors. Members recognized that such ideas would require further research regarding space needs, safety, and aviation or FAA requirements before any recommendation could be considered.

Consensus was that members would continue researching additional event concepts for future meetings.

VI. Staff Report/Update

1. Monthly Updates
    i. P3 Mixed Use Project

City Manager Miller provided a brief update on the P3 Mixed Use Project. She advised that the project is scheduled to be presented to City Council in May for approval of an agreement and indicated there were no additional updates at this time.

ii. Economic Development Consultant RFQ

Staff provided an update regarding the City Council's selection of Goman & York as the consultant through the RFQ process for Economic Development services. Staff advised that the agreement was scheduled for City Council consideration and that future work would be authorized through specific task assignments based on projects or priorities identified by the Council.

City staff outlined potential initial assignments for the consultant, including assistance with planning for the power plant site following the environmental testing period and support for advancing development opportunities on vacant parcels near U.S. 192 that could facilitate annexation of additional commercial property into the city. Staff noted that barriers previously identified by property owners included the need for high-end users, development restrictions, and project feasibility concerns.

Mayor Robertson explained that the consultant was selected because of extensive experience in commercial real estate development, a strong track record of delivering projects, and the ability to actively guide opportunities from concept to completion rather than simply preparing reports. It was noted that the firm had significant development experience across multiple markets and was viewed as well-qualified to assist the city with economic development goals.

Discussion also focused on the city's broader priorities, including attracting jobs, commercial development, entertainment opportunities, and employment-generating projects. Members noted that increasing local employment opportunities could help reduce commuter traffic and strengthen the local economy. Mixed-use and higher-density development in appropriate areas, particularly downtown, was also discussed as part of the city's long-term strategy.

Staff further advised that the city has already completed updates to the future land use map identifying employment centers, with zoning and land development code changes anticipated as the next step to support future economic development opportunities.

iii. Upcoming Economic Development Events

Solange Dal Santo, Economic Development Specialist explained that the primary purpose of the workshops and the Business Expo is to create opportunities for local businesses to access contracts and build relationships with larger contractors. She shared that a major general contractor operating throughout Central Florida, including work in multiple counties and Miami, will be participating in the Business Expo and is actively seeking subcontractors. She encouraged anyone with construction companies interested in partnership opportunities to attend and connect. She also noted that additional participants are being recruited for the Expo and that there are still available spots for the May 12th event.

1. Connect Resources for Business Growth
    a. Thursday, April 16th - Contracting Readiness – Building Capacity to Grow
    b. Tuesday, May 12th - Doing Business with Lynx
    c. Tuesday, August 18th - Business Connect Expo
    d. Tuesday, October 13th - Community Resource Fair

VII. Members Update

Chair Perry raised discussion regarding the proposed Medical Arts Corridor (MAC), noting prior efforts over several years and asking for an update on whether it should remain on the agenda.

Ms. Miller explained that when the City began advancing the public-private partnership mixed-use project, the CRA anticipated a potential $6 million contribution and reviewed funding capacity within the CRA's limited lifespan. As part of that process, several potential projects were reduced or removed, including the MAC, due to limited available funding for infrastructure improvements. She noted that while the area could still be identified as the MAC, CRA funding for related infrastructure is not currently available. She added that if the CRA is extended in the future, the project could be reconsidered. She also noted that the City's wayfinding signage is moving forward through City Council approval and that several signs already reference the MAC area.

Discussion followed regarding the value of designating the MAC as a marketing and identity tool even without immediate funding, overlay zoning, or infrastructure improvements. Members noted that a designation could help promote the area and attract professional and medical uses.

Mayor Robertson added that the City's economic development consultant could also assist with future opportunities or potential end users for the area.

Consensus was to move forward with designation of the MAC area without immediate infrastructure commitments, and the item would be placed on the agenda for the next meeting. Ms. Miller agreed to bring back the previously prepared map of the proposed MAC boundaries at the next meeting so the committee could review, revise, and consider a formal recommendation.

Chair Perry reviewed previously identified CRA and economic development priorities, noting that several initiatives remain in limbo due to funding constraints and pending matters. He reported that the hotel property remains unresolved, with daily fines accruing for noncompliance with a Special Magistrate order and a future hearing anticipated, with possible litigation if corrective action is not taken. He also noted that broader economic development items, including employment centers, industrial jobs, and transportation initiatives, may be better addressed after the City's newly selected consultant, Goman & York, has had time to begin its work.

Chair Perry further discussed projects previously considered by the CRA, including alleyway improvements and the 10th Street widening project. He noted that alleyway improvements had been tabled after CRA funds were redirected to the P3 project, but suggested exploring alternative funding sources such as sponsorships or partnerships to help move the project forward. Ms. Miller clarified that such projects would not necessarily need to be funded solely through the CRA.

Ms. Miller provided an update on the 10th Street widening project, explaining that the City had received a federal grant for engineering, but progress has been delayed due to federal funding reviews and government shutdown issues. She noted that once engineering is complete, the City will have the necessary information to proceed with future right-of-way and construction planning.

Staff advised that updates on the 10th Street widening project and the economic development consultant would continue to be provided as information becomes available.

Discussion regarding additional priorities for future meetings took place, including the Medical Arts Corridor (MAC), alleyways, Massachusetts Avenue, and a food truck or Boxi Park-style concept. Members discussed presenting recommendations at a future City Council workshop, with staff noting that June or July may be possible depending on scheduling.

Consensus was to place the following items on the next meeting agenda for further discussion: the Medical Arts Corridor (MAC), alleyway improvements, Massachusetts Avenue, and the food truck/Boxi Park-style concept.

Members also discussed how the committee would interact with the City's new economic development consultant. Mayor Robertson explained that the consultant's work will be directed by the City, with some information potentially confidential until formally presented. Recommendations from the committee would continue to flow through City Council, and opportunities for future engagement with the consultant may develop. Ms. Miller added that Mr. Walker will manage the contract and provide updates when information is available for public discussion. Mayor Robertson stated the selected firm stood out among applicants because of its

hands-on development experience, including working directly with developers and helping bring projects to completion.

VIII. Public Comment

No Public Comment at this time.

IX. Adjourned 6:47 p.m.

Jeff Perry, Chair — Date: May 5, 20[illegible]

Claudia Klockars, Recording Secretary — Date: May 14, 2026

City of St. Cloud

FY26 Warrant List #8

05/01/26 to 5/29/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/7/2026	22718 ANN MARIE KNOWLTON		97.50
	PRC022 ZUMBA CLASSES	ZUMBA CLASS MAR26	
5/7/2026	22719 BIG DOG EXPRESS OF SOUTH FL INC		11,417.93
		VEGETATIVE WASTE DISPOSAL	
5/7/2026	22720 CDW-G		106,529.52
		EXAGRID BACKUP STORAGE & MAINTENANC 4/1/26-3/31/27	
5/7/2026	22721 CENTRAL FLORIDA IRISH DANCE		1,252.50
	PRC002 IRISH STEP DANCING	IRISH DANCE CLASS MAR26	
	PRC002 IRISH STEP DANCING	IRISH DANCE CLASS FEB26	
5/7/2026	22722 DANA SAFETY SUPPLY, INC.		195,526.17
		PD UNIT 12-517	
		PD UNIT 12-522	
		PD UNIT 12-522	
		PD UNIT 12-518	
		PD UNIT 12-518	
		PD UNIT 12-526	
		PD UNIT 12-521	
		PD UNIT 12-521	
		PD UNIT 12-250 EQUIPMENT	
		PD UNIT 12-250 EQUIPMENT	
		PD UNIT 12-525 EQUIPMENT	
		PD UNIT 12-525 EQUIPMENT	
		PD UNIT 12-526	
		PD UNIT 12-527 EQUIPMENT	
		PD UNIT 12-517	
		PD UNIT 12-519 EQUIPMENT	
		PD UNIT 12-519 EQUIPMENT	
5/7/2026	22723 DISTINCTIVE CARE MD LLC		2,542.00
		MEDICAL BILLING MAY26	
5/7/2026	22724 FIFTH THIRD BANK		557,227.99
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
5/7/2026	22725 FISHER SAFETY		6,774.70
		FIRE EQUIPMENT/SUPPLIES	
		FIRE SUPPLIES/EQUIPMENT	
5/7/2026	22726 FITNESS CF		3,167.73
		APRIL 2026 FITNESS CF EMPLOYEE PAYROLL DEDUCT	
5/7/2026	22727 FL STATE LODGE FRAT.ORDER POLICE		1,260.00
		PAYROLL SUMMARY	
5/7/2026	22728 GAME OFFICIALS, INC.		2,125.00
		BASKETBALL 3/16-31/26	
		BASKETBALL 4/6-14/26	
5/7/2026	22729 GUARDIAN COMMUNITY RESOURCE MAN INC		19,817.72
		GRANT SERVICES JAN-FEB 26 REUSE EXPANSION POND PROJ	
		GRANT SERVICES JAN-FEB 26 SEPTIC TO SEWER PROJECT	
5/7/2026	22730 JOHNSTON'S SURVEYING, LLC		500.00
		KISSELEBACK SIGNAGE	
5/7/2026	22731 LYNCH OIL		2,766.04
		FUEL DELIVERY 4/7/26	
		FUEL DELIVERY 2/6/26	
		FUEL DELIVERY 4/3/26	
5/7/2026	22732 MERMAID AQUATICS, LLC		787.50
	PRC026 MERMAID AQUATICS	RED CROSS CLASS MAR26	
5/7/2026	22733 MISSIONSQUARE RETIREMENT		16,283.33
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/7/2026	22734 NATIONWIDE RETIREMENT SOLUTIONS INC		25,327.26
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
5/7/2026	22735 OPERATIVE IQ		26,664.00
		LICENSE 4/4/26 4/4/27 PO 085637	
		LICENSE 4/4/26 4/4/27 PO 085637	
		LICENSE 4/4/26 4/4/27	
		LICENSE 4/4/26 4/4/27 PO 085637	
		LICENSE 4/4/26 4/4/27	
		LICENSE 4/4/26 4/4/27 PO 085637	
5/7/2026	22736 ORLANDO UTILITIES COMMISSION		94,311.92
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BIL ALLOCATION	
		APR 2026 ELECTRIC BIL ALLOCATION	
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BIL JUFCOMTECH	
		APR 2026 ELECTRIC BIL ALLOCATION	
		APR 2026 ELECTRIC BIL ALLOCATION	
		APR 2026 ELECTRIC BIL ALLOCATION	
		APR 2026 ELECTRIC BIL ALLOCATION	
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BIL ALLOCATION	
		APR 2026 ELECTRIC BIL JUFCOMTECH	
		APR 2026 ELECTRIC BIL ALLOCATION	
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BIL ALLOCATION	
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BIL ALLOCATION	
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BIL ALLOCATION	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		APR 2026 ELECTRIC BIL JUFCOMTECH	
		APR 2026 ELECTRIC BILL	
		APR 2026 ELECTRIC BIL ALLOCATION	
		APR 2026 ELECTRIC BIL JUFCOMTECH	
		APR 2026 ELECTRIC BIL ALLOCATION	
		APR 2026 ELECTRIC BILL	
5/7/2026	22737 PREFERRED GOVERNMENTAL INSURANCE		16,180.31
		INSURANCE CLAIM JACK HAND 445185	
		INSURANCE CLAIM ADAM JOHNSON 442410	
		INSURANCE CLAIM OSCEOLA BOCC 437629	
		INSURANCE CLAIM MARVIN DAVIS 446233	
		INSURANCE CLAIM SHORNITA BROWN 443659	
		INSURANCE CLAIM ANGELA FOX 446204	
5/7/2026	22738 RAFTELIS		3,058.50
		PROFESSIONAL SERVICES CIP 3/1/26 - 3/31/26	
5/7/2026	22739 SCHOOL DISTRICT OF OSCEOLA COUNTY		36.00
		CITATION FEES DUE TO SDOC WEEK ENDING (04/24/2026)	
		CITATION FEES DUE TO SDOC WEEK ENDING (04/17/2026)	
5/7/2026	22740 SCHOOL DISTRICT OF OSCEOLA COUNTY		805,248.00
		EDUCATIONAL IMPACT FEES COLLECTED APRIL 2026	
5/7/2026	22741 SHENANDOAH GENERAL CONSTRUCTION LLC		169,438.50
		5-45777 CAROLINA AVE 7TH TO 6TH AVE	
		5-45779 BLACKBERRY CREEK DR	
	SW2601 STORMWATER PIPE LINING	5-45774 CAROLINA AVE 8TH TO TH AVE	
	SW2601 STORMWATER PIPE LINING	5-41727 CAROLINA AVE 8TH TO 9TH AVE	
	SW2601 STORMWATER PIPE LINING	5-46058 CAROLINA 5TH TO 6TH ST	
5/7/2026	22742 SOUTHEASTERN SURVEYING & MAPPING		2,328.00
		THOMASON ESTATES PLAT RVW SRVCS 1/27/26 - 4/5/26	
		EDGEWATER E3 PLAT REVIEW SRCVS THU 12/17/25-4/5/26	
5/7/2026	22743 THE BURTON CONSULTING COMPANY		700.00
		TIME FOR R.BURTON WRK TO REVIEW CENTRAL SQUARE	

City of St. Cloud

FY26 Warrant List #8

05/01/26 to 5/29/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/7/2026	22744 WASTE CONNECTIONS OF OSCEOLA COUNTY		75,557.81
		MSW DISPOSAL 4/13/26 - 4/18/26	
		CONSTRUCTION DEMOLITION 4/13/26 - 4/18/26	
5/14/2026	22745 ARNCO CONSTRUCTION, INC.		398,786.94
	PS2409 FIRE HEADQUARTERS RENOV	STC FIRE ADMIN WORK COMPLETED THRU 4/30/26	
5/14/2026	22746 DELL MARKETING L.P.		77,206.80
		DELL PRO SLIM PLUS	
5/14/2026	22747 FIRST RESPONSE TRAINING GROUP		8,795.00
		PARAMEDIC COURSE-ROZO BRANCH AND BOWERS	
5/14/2026	22748 GRAYROBINSON, P.A.		12,000.00
		STATE LOBBYING MAY26	
		FEDERAL LOBBYING MAY26	
5/14/2026	22749 JOHNS EASTERN COMPANY, INC (CLAIMS)		31,451.44
		APRIL 2026 END OF MONTH CLAIMS	
5/14/2026	22750 KEY GOVERNMENT FINANCE, INC.		215,150.07
	IT2200 NETWORK SECURITY/SOFTWARE	NETWORKING EQUIPMENT PMT 2 OF 3	
5/14/2026	22751 LYNCH OIL		1,743.41
		FUEL DELIVERY 2/10/26	
		FUEL DELIVERY 4/17/26	
5/14/2026	22752 METROPOLITIAN LIFE INSURANCE CO.		39,684.53
		APRIL 2026 GROUP EE CONTRIBUTIONS #5760484	
		APRIL 2026 GROUP CITY CONTRIBUTIONS #5760484	
		APRIL 2026 GROUP RETIREE CONTRIBUTIONS #5760484	
		APRIL 2026 GROUP COBRA ADJUSTMENTS #5760484	
5/14/2026	22753 MOTOROLA SOLUTIONS, INC.		9,000.00
		SERVICE 6/15/25-6/14/26 POLICE DEPT	
5/14/2026	22754 OSCEOLA ENGINEERING, LLC		6,140.00
	PR2302 HOPKINS PARK MASTER PLAN	SERVICE SONSULTAN JAN26 23-031 HOPKINS PARK PH 1	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/14/2026	22755 PASSPORT LABS, INC.		487.81
		APR 2026 MERCHANT MOBILE PAY PARKING FEE	
5/14/2026	22756 PETROLEUM TRADERS CORP.		69,154.76
		ULTRA LOW SULFUR #2 PO NUM 085668	
		87 CONVENTIONAL UNLEADED FUEL PO NUM 085671	
5/14/2026	22757 SCHOOL DISTRICT OF OSCEOLA COUNTY		12.00
		CITATION FEES DUE TO SDOC WEEK ENDING (05/01/2026)	
5/21/2026	22758 ANN MARIE KNOWLTON		90.00
	PRC022 ZUMBA CLASSES	ZUMBA CLASSES APR26	
5/21/2026	22759 BIG DOG EXPRESS OF SOUTH FL INC		19,047.46
		VEGETATIVE WASTE DISPOSAL	
		VEGETATIVE WASTE DISPOSAL	
5/21/2026	22760 BOUNDTREE MEDICAL, LLC		819.83
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
5/21/2026	22761 CENTRAL FLORIDA IRISH DANCE		474.00
	PRC002 IRISH STEP DANCING	IRISH DANCE CLASS APR26	
5/21/2026	22762 CHAPCO FENCE, LLC		750.00
		PICKELBALL COURT TENSION WIRE BACK UP	
5/21/2026	22763 DEBEAUBIEN, KNIGHT, SIMMONS		16,732.00
		LEGAL SERV THRU 4/30/26 GENERAL BUSINESS	
5/21/2026	22764 DUVAL FORD, LLC		37,055.00
		UNIT 3-59 BUILDING DEPT	
5/21/2026	22765 FIFTH THIRD BANK		545,392.50
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
5/21/2026	22766 FIRST RESPONSE TRAINING GROUP		9,093.34
		PD CPR COURSE MARCH 2026	
		PD CPR COURSE MAKE-UPS	
		PARAMEDICS COURSE ANTHONY REVUELTA	
5/21/2026	22767 FL STATE LODGE FRAT.ORDER POLICE		1,260.00
		PAYROLL SUMMARY	
5/21/2026	22768 GAME OFFICIALS, INC.		680.00
		BASKETBALL 4/20-27/26	
5/21/2026	22769 GEORGE E. ALVARADO		1,683.75
	PRC023 FUTSAL TERRA INDR SOCCER	FUTSAL INDOOR SOCCR APR26	
5/21/2026	22770 HALO BUILDING SERVICES, LLC		34,294.34
		JANITORIAL SERVICE APR26	
5/21/2026	22771 HANSON, WALTER & ASSOCIATES INC.		11,800.00
		CITY PARKING LOT MAR26 MINNESOTA AVE	
	ST2306 CREEK WOODS DR EXTENSION	COSC CREEK WOODS EXTENSN MAR26	
5/21/2026	22772 JOHNSTON'S SURVEYING, LLC		3,515.00
		SURVEYOR PLAT REVIEW BELLA TARA PHASE 1	
5/21/2026	22773 KISSIMMEE UTILITY AUTHORITY		766.83
		METER SERVICE-MACY ISLAND 04/08/26-05/08/26	
		METER SERVICE-KINGS CREST 04/08/26-05/08/26	
		METER SERVICE-CANE BRAKE 04/08/26-05/08/26	
5/21/2026	22774 LANGTON ASSOCIATES, INC.		4,333.33
		GRANT WRITING SERV APR26	
5/21/2026	22775 LYNCH OIL		8,199.73
		FUEL DELIVERY 4/21/26	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		FUEL DELIVERY 4/10/26	
		FUELING DELIVERY 4/24/26	
		FUEL DELIVERY 4/28/26	
		FUEL DELIVERY 3/31/26	
		FUEL DELIVERY 5/1/26	
		FUEL DELIVERY 4/14/26	
		FUEL DELIVERY 5/05/26	
5/21/2026	22776 MISSIONSQUARE RETIREMENT		16,484.04
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
5/21/2026	22777 NATIONWIDE RETIREMENT SOLUTIONS INC		25,803.38
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
5/21/2026	22778 OSCEOLA ENGINEERING, LLC		8,323.75
	PR2302 HOPKINS PARK MASTER PLAN	SERVICE SONSULTAN APR26 23-031 HOPKINS PARK PH 1	
	PS2401 PUBLIC SAFETY COMPLEX-PH1	SRVCS CONSULTANT APR26 24-007-2 PUBLIC SAFETY	
5/21/2026	22779 PURVIS, GRAY AND COMPANY		41,610.00
		AUDIT FINAL BILLING	
5/21/2026	22780 SCHOOL DISTRICT OF OSCEOLA COUNTY		48.00
		CITATION FEES DUE TO SDOC WEEK ENDING (05/15/2026)	
		CITATION FEES DUE TO SDOC WEEK ENDING (05/08/2026)	
5/21/2026	22781 TESSAH IVEY ENTERPRISES, LLC		948.75
	PRC010 BATON LESSONS	BATON TWIRLING APR26	
5/21/2026	22782 THE LUNZ GROUP		4,050.90
	PS2409 FIRE HEADQUARTERS RENOV	CONSTRUCTION DOCS FIRE ADMIN BLDG 24151.01	
5/21/2026	22783 VERMONT SYSTEMS, INC.		6,200.00
		VS CLOUD HOSTING 4/30/26 - 12/31/26	
5/21/2026	22784 WASTE CONNECTIONS OF OSCEOLA COUNTY		69,922.91
		TIRE DISPOSAL 4/20/26	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CONSTRUCTION DEMOLITION 4/20/26 - 4/25/26	
		MSW DISPOSAL 4/20/26 - 4/25/26	
5/21/2026	22785 WASTEQUIP MANUFACTURING COMPANY LLC		23,638.36
		CONTAINERS & LIDS	
		8 CONTAINERS & LIDS SHIPPING	
		8 CONTAINERS & LIDS	
		CONTAINERS & LIDS SHIPPING	
5/21/2026	22786 WRIGHT-PIERCE		57,566.81
	ST2604 RUMMELL ROAD ROUNDABOUT	RUMMEL ROUNDABOUT SERVICE THRU 4/24/26	
	ST2307 17TH STREET EXTENSION	17TH STREET EXTENSION SERVICE THRU 3/27/26	
	ST2305 MASSACHUSETTS AVE EXT	MASS AVENUE EXTENSION SERVICE THRU 3/27/26	
	ST2604 RUMMELL ROAD ROUNDABOUT	RUMMEL ROUNDABOUT SERVICE THRU 3/27/26	
5/28/2026	22787 ABM INDUSTRIES INCORPORATED		796.25
		SERVICE CALL IT DATA A/C CONDENSER	
5/28/2026	22788 AMERICAN SOLUTIONS FOR BUSINESS		721.51
		LASER A/P CHECKS	
5/28/2026	22789 ARCHITECTS DESIGN GROUP / ADG, INC.		751,674.79
	PS2401 PUBLIC SAFETY COMPLEX-PH1	PUBLIC SAFETY COMPLEX	
5/28/2026	22790 ARNCO CONSTRUCTION, INC.		438,734.01
	PS2103 FIRE STATION 35 NEW BUILD	FIRE STATION 35	
5/28/2026	22791 GUARDIAN FUELING TECHNOLOGIES, INC		49,998.31
		INSTALL DEF STORAGE TANK	
		INSTALL VEEDER ROOT INVENTORY PROBE FOR TANK	
		CLEANING/MAINTENANCE	
		NEW TANK PARTS/EQUIPMENT	
5/28/2026	22792 HUMANA INSURANCE COMPANY		4,291.97
		MAY-26 MNTHLY INS PYMNT GRP VISION GRP#591872	
		MAY-26 MNTHLY INS PYMNT VISION GRP#591872 COBRA	
5/28/2026	22793 JOHNS EASTERN COMPANY, INC (CLAIMS)		26,000.00

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		WORKERS COMP. SPECIAL FUND CL#1324530 C.JONES	
5/28/2026	22794 NAFECO, INC.		5,659.52
		SHORTS C.LOPEZ	
		PANT C.ESTRADA	
		FLAG A.RODRIGUEZ	
		POLO B.HOOVER	
		BAG A.MEEKER	
		TRUCKER CAP N.MORALES	
		TSHIRT B.FABER	
		SOCK RETURN PO085207 CREDIT MEMO	
		INSIGNIA R.ENNIS	
		TSHIRT R.SILVER	
		SOCKS J.VARGAS	
		TSHIRT FRANCIS	
		POLO R.ENNIS	
		PANT S.THOMAS	
		POLO T.MONTENEGRO	
		POLO A.GUSSIE	
		TRUCKER CAP J.ADHEMAR	
		JOGGER STAHL	
		TRUCKER CAP K.BARTLETT	
		SWEATSHIRT CHIEF MIKE	
		TRUCKER CAP B.HOOVER	
		PANTS J.RODRIGUEZ	
		POLO A.HIDALGO	
		TRUCKER CAP R.BERTOLANI	
		SWEAT SHIRT	
		FLAG A.MILLER	
		PANTS F.COLON	
		FLAG ON HAT	
		CUFF G.PENDERGAST	
		SOCKS E.KERSEY	
		PANT M.GUILLEN	
		SOCKS K.SHOEMAKER	
		MULTI TOOL G.GARCIA	
		TIE R.ENNIS	
		POLO R.ENNIS	
		RAIN SHELL DILEONARDO	
		TRUCKER CAP G.MENENDEZ	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		NAMEBAR R.ENNIS	
		TSHIRT J.BRADSHAW	
		NAMEBAR R.ENNIS	
		NAMEBAR R.ENNIS	
		NAMEBAR R.ENNIS	
		NAMEBARS R.ENNIS	
		POLO GOODWIN	
		SHOE Y.CEDENO	
		TRUCKER CAP P.TROMBINO	
		TRUCKER CAP	
		JACKET D.WHITE	
		SHEARS M.BAEZ	
		POLO HEYER	
		SOCKS D.THIBODEAU	
		SHIRT S.STEELE	
		BELT W.TILFORD	
		PANT S.FROST	
		TRUCKER CAP T.GRAVES	
		SHIRTS J.SNOW	
		SHIRT B.FABER	
		BADGE HOLDER	
		PANTS M.HERNANDEZ	
		FLAG B.HUDSON	
		TSHIRT N.MORALES	
		TSHIRT R.IRVIN	
		T-SHIRT THIOBODEAU	
		PANT C.DEAN	
5/28/2026	22795 NEXTRAN TRUCK CENTER		2,897.74
		ROAD CALL & PRE DIAGNOST UNIT#24-76 RO#6677-1	
5/28/2026	22796 POINT AND PAY, LLC.		17.50
		APRIL 2026 INVOICE 35 ECHECKS	
5/28/2026	22797 RAFTELIS		4,895.00
		CONSULTING SERVICES CD 3/1/25 - 3/31/26	
5/28/2026	22798 STANDARD INSURANCE COMPANY		18,793.27
		MAY-26 MNTHLY INS PYMNT LONG TERM DISABILITY INS	
		MAY-26 MNTHLY INS PYMNT CITY PAID LIFE INS	

Date	Check Number	Vendor Name / Project	Transaction Description	Amount
			MAY-26 MNTHLY INS PYMNT VOLUNTARY LIFE INS	
5/28/2026	22799	SUMMIT GROUP CONSULTING, LLC		562.50
			COPS GRANT 1/1/26 - 1/31/26	
			COPS GRANT 10/1/25 - 10/31/25	
			COPS GRANT 4/1/26 - 4/30/26	
5/28/2026	22800	WASTE CONNECTIONS OF OSCEOLA COUNTY		61,610.69
			MSW DISPOSAL 4/27/26 - 4/30/26	
			CONSTRUCTION DEMOLITION 4/27/26 - 4/30/26	
5/28/2026	22801	WRIGHT-PIERCE		12,749.50
			TRANSFER STATION DESIGN SERVICE THRU 4/24/26	
		ST2307 17TH STREET EXTENSION	17TH STREET EXTENSION SERVICE THRU 4/24/26	
5/7/2026	302115	ACCESS SOLUTIONS CORP.		621.00
			20 DUPLICATE KEYS FOR POLICE DEPT	
			TROUBLESHOOT/REPLACE DEADBOLT AT CANNERY	
5/7/2026	302116	ALABAMA CHILD SUPPORT PAYMENT		23.08
			PAYROLL SUMMARY	
5/7/2026	302117	ALTEC INDUSTRIES		153,314.00
			BUCKET TRUCK UNIT 14-67 BUILDING DEPT	
5/7/2026	302118	ANDREU, PALMA, LAVIN & SOLIS, PLLC		383.63
			PAYROLL SUMMARY	
5/7/2026	302119	ARDAMAN & ASSOCIATES, INC.		2,839.87
			TRAINING CLASS MICROBIAL 3/6/26-5/1/26	
5/7/2026	302120	AT&T AUTHORIZED RETAILER #2282		1,105.49
			PD SERVICE 3/5/26-4/4/26	
5/7/2026	302121	AXON ENTERPRISE, INC.		215,908.40
			AXON AIR-PROFESSIONAL IMPLEMENTATION	
			AXON AIR-PROFESSIONAL IMPLEMENTATION	
			AXON AIR-PROFESSIONAL IMPLEMENTATION	

City of St. Cloud

FY26 Warrant List #8

05/01/26 to 5/29/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/7/2026	302122 CACH, LLC		681.30
		PAYROLL SUMMARY	
5/7/2026	302123 CARTER GROVE CARE INC.		4,250.00
		10TH AND GRAPE AVE TREE REMOVAL	
5/7/2026	302124 CLOVER SYSTEMS OF ORLANDO, INC.		3,810.00
		CYBERNETICS ANNUAL SERV 5/11/26-5/10/27	
5/7/2026	302125 COURT SURFACES		31,790.00
		GODWIN PARK RESURFACE	
5/7/2026	302126 DANIEL A. FERNANDEZ		675.00
	PRE007 4TH OF JULY CELEBRATION	DEPOSIT FOR FESTIVAL MAPS	
5/7/2026	302127 DOBB'S EQUIPMENT, LLC		22,995.50
		UNIT 24-73 LANDFILL	
5/7/2026	302128 MISC CUSTOMER REFUNDS		500.00
		DEPOSIT FEES REFUNDED COMMUNITY CENTER HALL A	
5/7/2026	302129 GEORGIA DEPT. OF HUMAN SERVICES		9.66
		PAYROLL SUMMARY	
5/7/2026	302130 GREENSCAPE MOWING, INC.		3,450.00
		LANDFILL MOWING APR26	
5/7/2026	302131 GRIMCO, INC.		5,037.28
		LATEX PRINTER	
5/7/2026	302132 INSPIRE PLACEMAKING COLLECTIVE, INC		2,056.25
		SERVICES THRU 03/31/26	
5/7/2026	302133 MISC CUSTOMER REFUNDS		655.75
		DEPOSIT FEES REFUNDED THE RANCH	
		DEPOSIT FEES REFUNDED THE RANCH	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/7/2026	302135 KONICA MINOLTA BUSINESS SOLUTIONS		4,699.53
		COPIER LEASE 3/1-31/26 PD RECORDS	
		COPIER LEASE 3/1-31/26 PROGESS LN HEADQUARTERS	
		COPIER LEASE 3/1-31/26 COMMUNITY DEVEL PLANNING	
		COPIER LEASE 3/1-31/26 LANDFILL	
		COPIER LEASE 3/1-31/26 SPECIAL OPERATIONS	
		COPIER LEASE 3/1-31/26 CANNERY PARK	
		COPIER LEASE 3/1-31/26 CITY CLERK	
		COPIER LEASE 3/1-31/26 CORD AVE	
		COPIER LEASE 3/1-31/26 STREETS	
		COPIER LEASE 3/1-31/26 FIRE HEADQUARTERS	
		COPIER LEASE 3/1-31/26 PROCUREMENT	
		COPIER LEASE 3/1-31/26 EOC	
		COPIER LEASE 3/1-31/26 CODE ENFORCEMENT	
		COPIER LEASE 3/1-31/26 AQUATICS DECKHOUSE	
		COPIER LEASE 3/1-31/26 SHARED USE	
		COPIER LEASE 3/1-31/26 POLICE DEPT	
		COPIER LEASE 3/1-31/26 PD CIU	
		COPIER LEASE 3/1-31/26 CIVIC CENTER	
		COPIER LEASE 3/1-31/26 COMMUNITY CENTER	
		COPIER LEASE 3/1-31/26 STREETS	
5/7/2026	302136 MEDLINE INDUSTRIES, LP		3,149.85
		FIRE MEDICAL SUPPLIES	
5/7/2026	302137 MISC CUSTOMER REFUNDS		250.00
		DEPOSIT FEES REFUNDED CANNERY PARK	
5/7/2026	302138 MODERN WELDING CO OF FLORIDA, INC.		6,225.00
		METAL SHEETS-WELDING SHOP	
5/7/2026	302139 ORLANDO UTILITIES COMMISSION		338.81
		SRVC MOVED FROM ACCNT# 3885846425 TO 1592909066	
		SRVC MOVED FROM ACCNT# 3885846425 TO 1592909066	
		SRVC MOVED FROM ACCNT# 3885846425 TO 1592909066	
		SRVC MOVED FROM ACCNT# 3885846425 TO 1592909066	
5/7/2026	302140 ORLANDO UTILITIES COMMISSION		411.54
		SRVC MOVED FROM ACCNT# 7375762813 TO 1592909066	
		SRVC MOVED FROM ACCNT# 7375762813 TO 1592909066	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		SRVC MOVED FROM ACCNT# 7375762813 TO 1592909066	
		SRVC MOVED FROM ACCNT# 7375762813 TO 1592909066	
		SRVC MOVED FROM ACCNT# 7375762813 TO 1592909066	
		SRVC MOVED FROM ACCNT# 7375762813 TO 1592909066	
5/7/2026	302141 MISC CUSTOMER REFUNDS		1,000.00
		DEPOSIT FEES REFUNDED COMMUNITY CENTER HALL A	
		DEPOSIT FEES REFUNDED COMMUNITY CENTER HALL A	
5/7/2026	302142 RINGCENTRAL, INC		18,368.76
		PAYMENT FOR PERIOD 03/31/2026-04/29/2026	
		PAYMENT FOR MAY 2026 04/30/2026-05/30/2026	
5/7/2026	302143 SHINE YOUR LIGHT ACADEMY OF DANCE		1,536.93
	PRC020 SHINE YOUR LIGHT DANCE	DANCE CLASSES MAR26	
5/7/2026	302144 TOHOPEKALIGA WATER AUTHORITY		36,225.00
		BILLING AND COLLECTION SERVICES FOR MAY 2026	
		BILLING AND COLLECTION SERVICES FOR MAY 2026	
5/7/2026	302145 MISC CUSTOMER REFUNDS		500.00
		DEPOSIT FEES REFUNDED LAKEFRONT BANQUET HALL	
5/7/2026	302146 WE DARE TO CARE INC.		50.00
		PAYROLL SUMMARY	
5/7/2026	302147 WESCO TURF, INC.		21,341.49
		SPRAY MASTER 40GAL SER#420336188	
5/14/2026	302150 AJAX BUILDING COMPANY, LLC		49,675.00
	PS2401 PUBLIC SAFETY COMPLEX-PH1	PRECONSTRUCTN STC PUBLIC SAFETY BUILDING	
5/14/2026	302151 MISC CUSTOMER REFUNDS		400.00
		REFUND OF DEPOSIT FEE LAKEFRONT BANQUET HALL	
5/14/2026	302152 APPLIED AQUATIC MANAGEMENT, INC.		1,580.04
		AQUATIC PLANT MANG JAN26	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/14/2026	302153 BULK EXPRESS TRANSPORT, LLC		10,077.94
		SUPPLEMENTAL HAULING	
		SUPPLEMENTAL HAULING	
		SUPPLEMENTAL HAULING	
5/14/2026	302154 CHRISTY DEPUY		155.91
		CHRISTY DEPUY, FABTO CONFERENCE, T26149, 101	
5/14/2026	302155 CRISTINA SOTO		186.72
		CRISTINA SOTO, 2026 BOAF ANNUAL CONF, T26131, 101	
5/14/2026	302156 CURTIS OMAR LOPEZ		23.88
		CURTIS LOPEZ, ESSENTIALS OF FIRE CHAP, T26147, 102	
5/14/2026	302158 FEDERAL EASTERN INTERNATIONAL, LLC		24,513.44
		PD EQUIPMENT G.GILBERT	
		PD EQUIPMENT-E.FRANCOIS	
		PD EQUIPMENT R.RAMOS-LUNA	
		PD EQUIPMENT K.ABRAM	
		PD EQUIPMENT C.WILSON	
		PD EQUIPMENT P.DESOUZA	
		PD EQUIPMNT K.NARVAEZ-BOU	
		PD EQUIPMENT G.HOOPS	
		PD EQUIPMENT A.GAXIOLA	
		PD EQUIPMENT D.BAILES	
		PD EQUIPMENT J.DUNN	
		PD EQUIPMENT R.MILEY	
		PD EQUIPMENT C.LAWSON	
		PD EQUIPMENT O.ROSARIO	
		PD EQUIPMENT A.RAMOS	
		PD EQUIPMENT-P.MALDANAD	
5/14/2026	302159 FLORIDA UNEMPLOYMENT COMP.FUND		1,925.00
		PERIOD 01/01/26-03/31/26 RT ACCT#9975348	
5/14/2026	302160 HENRY SCHEIN, INC.		2,977.20
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/14/2026	302161 IHEARTMEDIA & ENTERTAINMENT INC.		3,450.00
	PRE045 PAINT THE CLOUD GREEN	RADIO ADS 3/2-15/26	
5/14/2026	302162 JAMES LAURENT		139.52
		JAMES LAURENT, 2026 BOAF ANNUAL CONF, T26150, 101	
5/14/2026	302163 JASON H. MILLER		20.40
		JASON MILLER, TEN-8 NEW FIRE ENGINE, T26162, 102	
5/14/2026	302164 JOHN JOHNS		0.00
		JOHN JONES, TEN-8 NEW FIRE ENGINE, T26160, 102	
		JOHN JONES, TEN-8 NEW WRONG VENDOR NUMBER	
5/14/2026	302165 KEITH A. SABISCH		129.89
		KEITH SABISCH, TREES FL 2026, T26141, 101	
5/14/2026	302166 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT FEE COMMUNITY CENTER	
5/14/2026	302167 LUCY LUGO		186.72
		LUCIBERLYS LUGO,2026 BOAF ANNUAL CONF, T26132, 101	
5/14/2026	302168 MASCHMEYER CONCRETE CO. OF FLORIDA		1,277.00
		READY MIX CONCRETE-SW	
		READY MIX CONCRETE-ROADS	
5/14/2026	302169 MATTHEW CHESLER		20.40
		MATTHEW CHESLER,TEN-8 NEW FIRE ENGINE, T26159, 102	
5/14/2026	302170 MEDCOM BENEFIT SOLUTIONS		262.50
		APRIL 2026 MONTHLY FSA ADMIN FEE	
5/14/2026	302171 MICHELLE ACOSTA		257.54
		MICHELLE ACOSTA, ASFPM 2026 CONF, T26124, 101	
5/14/2026	302172 NATHAN R. IRVING		20.40
		NATHAN IRVING, TEN-8 NEW FIRE ENGINE, T26158, 102	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/14/2026	302173 PREFERRED MATERIALS, INC.		1,009.30
		ASPHALT RCVD 4/21/269	
		ASPHALT RCVD 4/22/26	
		ASPHALT RCVD 4/24/26	
		ASPHALT RCVD 4/27/26	
5/14/2026	302174 QUINN COMMERCIAL, INC.		1,201.95
		FINAL RETAINAGE PAYOUT PROJECT # PS2105	
5/14/2026	302175 SIMPSON ENVIRONMENTAL SERVICES, INC		13,650.00
		DUCT CLEANING FS#32	
5/14/2026	302176 T-MOBILE USA, INC.		50.00
		SEARCH WARRANT	
5/14/2026	302177 THOMAS CARTER		162.18
		THOMAS CARTER, EMERGENCY VEHICLE TECH, T26178, 102	
5/14/2026	302178 WEX BANK		1,480.79
		FUEL PURCHASE APR26	
5/21/2026	302181 MISC CUSTOMER REFUNDS		374.31
		BILLING ACCT #DSTCL9537 R.MORRIS DOS:01/29/2026	
5/21/2026	302182 MISC CUSTOMER REFUNDS		152.73
		BILLING ACCT #DSTCL6418 TOLBER T. DOS:10/21/2025	
5/21/2026	302183 ALABAMA CHILD SUPPORT PAYMENT		23.08
		PAYROLL SUMMARY	
5/21/2026	302184 ALEXANDER RODRIGUEZ		353.91
		ALEXANDER RODRIGUEZ, CERT CONCRETE PAV, T26148, 102	
5/21/2026	302185 ANDREU, PALMA, LAVIN & SOLIS, PLLC		383.63
		PAYROLL SUMMARY	
5/21/2026	302186 MISC CUSTOMER REFUNDS		639.20
		BILLING ACCT #DSTCL7888 K.MARETH DOS:12/07/2025	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/21/2026	302187 BULK EXPRESS TRANSPORT, LLC		3,623.90
		SUPPLEMENTAL HAULING	
5/21/2026	302188 CACH, LLC		681.30
		PAYROLL SUMMARY	
5/21/2026	302189 MISC CUSTOMER REFUNDS		25.00
		BILLING ACCT #DSTCL9772 CANDIDO C. DOS:01/09/2026	
5/21/2026	302190 CARRIER ENTERPRISE, LLC		15,690.00
	PS2103 FIRE STATION 35 NEW BUILD	AC UNIT INSTALL FS#35	
	PS2103 FIRE STATION 35 NEW BUILD	AC UNIT INSTALL FS#35	
5/21/2026	302191 CIGNA HEALTH AND LIFE INSURANCE CO		115,004.60
		EMPLOYEE STOP LOSS COVERAGE MAY 2026	
		COBRA ADMIN FEE COVERAGE MAY 2026	
		EMPLOYEE ADMIN FEE MAY 2026	
		COBRA STOP LOSS COVERAGE MAY 2026	
5/21/2026	302192 MISC CUSTOMER REFUNDS		90.00
		BILLING ACCT #DSTCL8814 C. ECKERT DOS:12/31/2025	
5/21/2026	302193 DREAM SEATS, LLC		12,064.70
		RECLINERS-FIRE DEPT	
5/21/2026	302194 ELIZABETH WARGO		228.81
		ELIZABETH WARGO, OPENGOV CONF 2026, T26123, 102	
5/21/2026	302195 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT FEES LAKEFRONT BANQUET HALL	
5/21/2026	302196 FLORIDA STATE UNIVERSITY		380.00
		CPM LVL 6 COURSE 260612 TISHA MANNING	
5/21/2026	302197 GEORGIA DEPT. OF HUMAN SERVICES		9.66
		PAYROLL SUMMARY	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/21/2026	302198 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT FEES COMMUNITY CENTER MAGNOLIA	
5/21/2026	302199 HEWLETT PACKARD ENTERPRISE CO.		5,460.84
		SERVICE 3/1/26-3/31/26	
5/21/2026	302200 INSPIRE PLACEMAKING COLLECTIVE, INC		1,233.75
		SERVICES THRU 02/28/26 REISSUE CK 301830	
5/21/2026	302201 IVY LLAURO		169.28
		I.LLAURO CPM LEVEL 6 CLASS C MILES & TOLLS	
5/21/2026	302202 JABARIE WALKER		29.50
		J.WALKER OLE DRIVEUP 2026 T26120 102	
5/21/2026	302203 JENNIFER PAUL		123.09
		J.PAUL IEMO 1 T26165 101	
5/21/2026	302204 JOHN F. JONES, JR.		20.40
		JOHN JONES, TEN-8 NEW REISSUE CK 302164	
5/21/2026	302205 JOSHUA BATISTA		165.20
		JOSHUA BATISTA, EMERGENCY VEICLE PREP, T26194, 101	
5/21/2026	302206 JUSTIFACTS CREDENTIAL VERIFICATION		570.17
		EMPLOYEE BACKGROUND CHECK	
5/21/2026	302207 KELVIN SOTO, ESQ.		1,402.00
		RECORDING FEES FOR COMM DEV - PLANNING	
		RECORDING FEES FOR COMM DEV - PLANNING	
		RECORDING FEES FOR COMM DEV - CODE ENF	
		RECORDING FEES FOR COMM DEV - PLANNING	
		RECORDING FEES FOR COMM DEV - CODE ENF	
		RECORDING FEES FOR COMM DEV - PLANNING	
		RECORDING FEES FOR COMM DEV - PLANNING	
5/21/2026	302208 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT FEES LAKEFRONT BANQUET HALL	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/21/2026	302209 MATTHEW REDDITT		147.50
		M.REDDITT POLICE MOTOR INSTRUCTOR 102	
5/21/2026	302210 MEDLINE INDUSTRIES, LP		1,140.69
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
5/21/2026	302211 MES SERVICE COMPANY, LLC		296.00
		MOUNTING BRACKET FOR S700E2 CUTTER	
5/21/2026	302212 MILLERS JUMP TIME ENTERTAINMENT LLC		0.00
	PRE004 EARTH DAY	EARTHDAY CELEBRATION REISSUE CK 302037	
	PRE004 EARTH DAY	EARTHDAY REISSUE CK302212 WRONG ADDRESS	
5/21/2026	302213 NADINE J. ZILKE		65.05
		N.ZILKE NAVIGATOR 2026 T26116 102	
5/21/2026	302214 OSCEOLA COUNTY ROAD AND		1,126.92
		TRAFFIC SIGNAL PREVENTION MAR26 MAINTENANCE	
		TRAFFIC SIGNAL PREVENTION FEB26 MAINTENANCE	
5/21/2026	302215 PACT OF FAITH		937.50
	PRC032 JAPANESE LANGUAGE PROGRM	JAPANESE CLASSES APR26	
5/21/2026	302216 PEARL POOL PLASTERING, LLC		47,100.00
		C.LYLE AQUATICS CENTER POOL RESURFACING	
		C.LYLE AQUATIC CENTER POOL RESURFACING	
5/21/2026	302217 PREFERRED MATERIALS, INC.		825.18
		ASPHALT RCVD 4/28/26	
		ASPHALT RCVD 5/4/26	
		ASPHALT RCVD 4/29/26	
		ASPHALT RCVD 4/30/26	
5/21/2026	302218 ROBERT GARRETT		129.89
		ROB GARRETT, 2026 PUBLIC RISK MGMT, T26155, 101	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/21/2026	302219 ROSE TESTERMAN		65.54
		ROSE TESTERMAN, OPENGOV CONF 2026, T26117, 102	
5/21/2026	302220 ROTOLO CONSULTANTS, INC.		29,556.49
		MOWING MULTIPLE LOCATIONS 3/4/26 - 3/19/26	
		MOWING MULTIPLE LOCATIONS 4/6/26 - 4/28/26	
		MOWING MULTIPLE LOCATIONS 1/8/26 - 1/21/26	
5/21/2026	302221 R2 UNIFIED TECHNOLOGIES, LLC		765.20
		MICROSOFT AZURE USAGE MAR26	
5/21/2026	302222 SD DATA CENTER		1,190.00
		COLOCATION-NETWORK & CONNECTIVITY MAY26	
		COLLOCATION CABINET MLB01 MAY26	
5/21/2026	302223 SHI INTERNATIONAL CORP		73,433.85
		PALO ALTO FIREWALL MIGRATION	
		KACE SYSTEMS 4/30/26 - 4/29/27	
		VSPHERE FOUNDATION 8 5/1/26 - 4/30/27	
		PFPT CORE EMAIL PROTECT 5/13/26 - 2/13/27	
		VSPHERE FOUNDATION 8 5/1/26-4/30/27 PO085735	
		VSPHERE FOUNDATION 8 5/1/26-4/30/27 PO085735	
5/21/2026	302224 SHINE YOUR LIGHT ACADEMY OF DANCE		1,303.53
	PRC020 SHINE YOUR LIGHT DANCE	DANCE CLASSES APR26	
5/21/2026	302225 STACEY WILDE		212.40
		S.WILDE FACC 2026 SUMMER CONFERENCE 101	
5/21/2026	302226 STALEY DEVELOPMENT GROUP LLC		7,500.00
		LEADERSHIP DEVELOPMENT LAST PAYMENT	
5/21/2026	302227 STAN WEAVER & COMPANY, INC		2,200.00
	PS2103 FIRE STATION 35 NEW BUILD	FS#35 EXHAUST FANS PS2103	
5/21/2026	302228 THE BANCORP BANK N.A.		2,300.00
		LEASE- CHEVY TAHOE	
		LEASE -JEEP CHEROKEE	

City of St. Cloud

FY26 Warrant List #8

05/01/26 to 5/29/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/21/2026	302229 THOMAS CARTER		165.20
		THOMAS CARTER, EMERGENCY VEICLE PREP, T26193, 101	
5/21/2026	302230 TOHOPEKALIGA WATER AUTHORITY		135.00
		EUROFINS ENVIRONMENTAL TESTING RFND PAYMENT	
5/21/2026	302231 VERRA MOBILITY		300.00
		CITATIONS & CERT NOTICES 4/1/26 - 4/30/26	
5/21/2026	302232 MISC CUSTOMER REFUNDS		50.00
		BILLING ACCT #DSTCL6099 V.CLAYTON DOS:09/01/2025	
5/21/2026	302233 WE DARE TO CARE INC.		50.00
		PAYROLL SUMMARY	
5/21/2026	302234 MISC CUSTOMER REFUNDS		621.35
		BILLING ACCT #DSTCL8217 L.RAMIREZ DOS:12/19/2025	
5/21/2026	302235 WINSUPPLY ORLANDO, FL CO.		3,404.59
	PS2104 FIRE STATION 32 REBUILD	FS#32 PS2104	
	PS2104 FIRE STATION 32 REBUILD	FS#32 PS2104	
5/21/2026	302236 ZAMBELLI FIREWORKS MANUFACTURING CO		25,500.00
	PRE007 4TH OF JULY CELEBRATION	50% DEPOSIT 4TH OF JULY FIREWORKS 2026	
5/28/2026	302239 AFLAC		5,011.20
		MAY-26 MNTHLY EE VLNTRY AFLAC ACCT #0RP71	
5/28/2026	302240 MISC CUSTOMER REFUNDS		250.00
		REFUND OF DEPOSIT FEES CANNERY PARK BUILDING	
5/28/2026	302241 ANTHONY J. MONDELLO		42.78
		A.MONDELLO FBI ACADEMY T26067 101 & 102	
5/28/2026	302242 APPLIED AQUATIC MANAGEMENT, INC.		1,832.62
		AQUATIC PLANT MANAGEMENT APR 2026	
5/28/2026	302243 AYRES ASSOCIATES, INC.		1,661.00

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		SERVICES THRU 4/18/26	
5/28/2026	302244 BULK EXPRESS TRANSPORT, LLC		5,238.70
		SUPPLEMENTAL HAULING	
5/28/2026	302245 CARL BLACK CHEVROLET BUICK GMC		56,434.03
		POLICE DEPT UNIT 12-535	
5/28/2026	302246 DELUXE SMALL BUSINESS SALES, INC.		218.96
		DUAL POCKET DEPOSIT BAG	
5/28/2026	302247 DOUGLAS GOERKE		167.05
		D.GOERKE FBI GRADUATION T26151 102	
		D.GOERKE NAVIGATOR 2026 T26127 102	
5/28/2026	302248 ELITE TECH INSTALL		5,400.00
		INSTALL VG'S & DC'S REFUSE & TRANSFER STATION	
		INSTALL VG'S & DC'S REFUSE & TRANSFER STATION	
		STORMWATER DIVISION SAMSARA VG'S & DC INSTALL	
5/28/2026	302249 EVERNORTH DIRECT HEALTH, LLC		44,812.83
		EMPL HEALTHCLINIC 4/30/26	
5/28/2026	302251 GENUINE PARTS COMPANY		110,998.48
		FEB-2026 FLEET PRTS/EXPNS INVC #02-2026	
		FEB-2026 FLEET PRTS/EXPNS INVC #02-2026	
		FEB-2026 FLEET PRTS/EXPNS INVC #02-2026	
		FEB-2026 FLEET PRTS/EXPNS INVC #02-2026	
		FEB-2026 FLEET PRTS/EXPNS INVC #02-2026	
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		FEB-2026 FLEET PRTS/EXPNS INVC #02-2026	
		FEB-2026 FLEET PRTS/EXPNS INVC #02-2026	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		FEB-2026 FLEET PRTS/EXPNS INVC #02-2026	
		FEB-2026 FLEET PRTS/EXPNS INVC #02-2026	
		FEB-2026 FLEET PRTS/EXPNS INVC #02-2026	
5/28/2026	302252 JUSTIN ZEIGLER		64.90
		J.ZEIGLER SWAT 5-DAY CQB TRAINING T26083 102	
5/28/2026	302254 KONICA MINOLTA BUSINESS SOLUTIONS		4,377.10
		COPIER LEASE 4/1-30/26 STREETS	
		COPIER LEASE 4/1-30/26 FIRE HEADQUARTERS	
		COPIER LEASE 4/1-30/26 FIRE CORD AVE	
		COPIER LEASE 4/1-30/26 STREETS	
		COPIER LEASE 4/1-30/26 FIRE MISSOURI AVE	
		COPIER LEASE 4/1-30/26 HUMAN RESOURCES	
		COPIER LEASE 4/1-30/26 BUILDING DEPT	
		COPIER LEASE 4/1-30/26 POLICE DEPT CIU	
		COPIER LEASE 4/1-30/26 POLICE DEPT SHARED USE	
		COPIER LEASE 4/1-30/26 POLICE DEPT RECORDS	
		COPIER LEASE 4/1-30/26 FIRE HEADQUARTERS-PROGRES	
		COPIER LEASE 4/1-30/26 CITY CLERK	
		COPIER LEASE 4/1-30/26 IT DEPT	
		COPIER LEASE 4/1-30/26 BUILDING MAINTENANCE	
		COPIER LEASE 4/1-30/26 FINANCE	
		COPIER LEASE 4/1-30/26 PUBLIC WORKS	
		COPIER LEASE 4/1-30/26 BUILDING DEPT	
		COPIER LEASE 4/1-30/26 POLICE DEPT MODULAR BLDG	
5/28/2026	302255 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT FEES COMMUNITY CENTER MAGNOLIA	
5/28/2026	302256 LILYVETTE SERRANO		65.05
		L.SERRANO NAVIGATOR 2026 T26126 102	
5/28/2026	302257 MANNINGTON MILLS, INC.		3,782.95
		ELEVATOR FLOORING	
5/28/2026	302258 MATTHEW E. BAKKER		53.10
		M.BAKKER DISCIPLINE TRNG T26175 102	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
5/28/2026	302259 MILLERS JUMP TIME ENTERTAINMENT LLC		667.82
	PRE004 EARTH DAY	EARTHDAY CELEBRATION REISSUE CK 302212	
5/28/2026	302260 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT FEES COMMUNITY CENTER MAGNOLIA	
5/28/2026	302261 POLICE AND FIREMANS INSURANCE ASSOC		2,882.68
		MAY-26 MNTHLY INS PYMNT GRP 905581-2-050126	
		MAY-26 MNTHLY INS PYMNT GRP 911370-2-050126	
5/28/2026	302262 PREFERRED MATERIALS, INC.		516.12
		ASPHALT RCVD 5/11/26	
		ASPHALT RCVD 5/7/26	
5/28/2026	302263 RENEE ADAMS		600.00
		05/16/2026 CHRIS LYLE DJ FOR WELCOME BACK PARTY	
5/28/2026	302264 ROBERTO E. SMITH		206.50
		R.SMITH FCPM 2026 T26145 102	
5/28/2026	302265 SD DATA CENTER		1,190.00
		COLLOCATION CABINET MLB01 APR26	
		COLOCATION-NETWORK & CONNECTIVITY APR26	
5/28/2026	302266 SHI INTERNATIONAL CORP		7,116.35
		UBIQUITI HARDWARE	
5/28/2026	302267 SKANSKA USA BUILDING INC.		85,825.79
		HOPKINS PARK SRVCS THRU 4/26/26	
	PS2104 FIRE STATION 32 REBUILD	SERVICES THRU 4/30/26 FS#32	
	PS2401 PUBLIC SAFETY COMPLEX-PH1	PROFESIONAL SERVIES PS2401 SRVCS THRU 4/30/26	
	PS2103 FIRE STATION 35 NEW BUILD	SERVICES THRU 4/30/26 FS#32	
	PS2103 FIRE STATION 35 NEW BUILD	SERVICES THRU 4/30/26 FS#32	
5/28/2026	302268 MISC CUSTOMER REFUNDS		250.00
		REFUND OF DEPOSIT FEES CIVIC CENTER GYM B	
5/28/2026	302271 TOHOPEKALIGA WATER AUTHORITY		35,588.73
		APR26 CITY UTILITY BILL	

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			APR26 CITY UTILITY BILL	
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			APR26 CITY UTILITY BILL	
5/28/2026	302272	TOHOPEKALIGA WATER AUTHORITY		1,392.81
			APR26 CITY UTILITY BILL	
			APR26 CITY UTILITY BILL	
5/28/2026	302273	TWIN CITY WELDING & ERECTION, INC.		2,500.00
			K-9 TRAINING BOXES WITH REMOVABLE FRONT PANEL	
5/28/2026	302274	WESCO TURF, INC.		3,221.62
			REPAIR GOUNDMASTER	
5/5/2026	7007959	FLORIDA DEPARTMENT OF REVENUE		1,141.15
			RENTAL & MISC SALES & USE TAX RETURN APR26	
			RENTAL & MISC SALES & USE TAX RETURN APR26	

Date	Check Number	Vendor Name / Project	Transaction Description	Amount
5/5/2026	7007960	FLORIDA DEPARTMENT OF REVENUE		23.00
			CITATION FEES DUE TO FDOR WEEK ENDING (04/17/2026)	
5/5/2026	7007961	FLORIDA DEPARTMENT OF REVENUE		46.00
			CITATION FEES DUE TO FDOR WEEK ENDING (04/24/2026)	
5/8/2026	7007962	INTERNAL REVENUE SERVICE		413,604.92
			PAYROLL SUMMARY	
			PAYROLL SUMMARY ROUNDING OFF	
			PAYROLL SUMMARY	
			PAYROLL SUMMARY	
5/8/2026	7007963	FLSDU		5,397.82
			PAYROLL SUMMARY PROCESSING FEE	
			PAYROLL SUMMARY	
5/8/2026	7007964	INTERNAL REVENUE SERVICE		3,786.60
			PAYROLL SUMMARY ROUNDING OFF	
			PAYROLL SUMMARY	
			PAYROLL SUMMARY	
			PAYROLL SUMMARY	
5/14/2026	7007965	CORE BUSINESS TECHNOLOGIES		79.80
			POLICE DEPT APR26 WT 7007965	
5/14/2026	7007966	CORE BUSINESS TECHNOLOGIES		35.72
			FINGERPRINTING APR26 7007966	
5/14/2026	7007967	VERMONT SYSTEMS, INC.		4,113.67
			PAYTRAC WEB APR26 WT 7007967	
			PAYTRAC WEB APR26 WT 7007967	
			PAYTRAC WEB APR26 WT 7007967	
			PAYTRAC WEB APR26 WT 7007967	
			PAYTRAC WEB APR26 WT 7007967	
5/14/2026	7007968	VERMONT SYSTEMS, INC.		1,536.68
			PAYTRAC RETAIL APR26 WT 7007968	
			PAYTRAC RETAIL APR26 WT 7007968	
			PAYTRAC RETAIL APR26 WT 7007968	

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			PAYTRAC RETAIL APR26 WT 7007968	
			PAYTRAC RETAIL APR26 WT 7007968	
5/14/2026	7007969	GLOBAL PAYMENTS DIRECT, INC.		8,015.23
			MERCHANT CARD SERVICE FEE FOR APRIL 2026	
5/14/2026	7007970	CORE BUSINESS TECHNOLOGIES		554.23
			MERCH SERV APR26 WT 7007970	
5/14/2026	7007971	AMERICAN EXPRESS TRAVEL RELATED		2.38
			APR26 PD WT 7007971	
			APR26 FINGERPRINT WT 7007971	
5/14/2026	7007972	FLORIDA DEPARTMENT OF REVENUE		23.00
			CITATION FEES DUE TO FDOR WEEK ENDING (05/01/2026)	
5/14/2026	7007973	CIGNA HEALTH AND LIFE INSURANCE CO		619,018.66
			AUTOMATIC CIGNA MONTHLY BANKING 04/01/26-04/30/26	
			AUTOMATIC CIGNA MONTHLY BANKING 04/01/26-04/30/26	
5/14/2026	7007974	TRUIST BANK		394,623.53
			TO PAY P-CARD CHARGES FOR PERIOD 03/28/26-04/27/26	
5/21/2026	7007975	FLORIDA DEPARTMENT OF REVENUE		23.00
			CITATION FEES DUE TO FDOR WEEK ENDING (05/08/2026)	
5/21/2026	7007976	FLORIDA DEPARTMENT OF REVENUE		69.00
			CITATION FEES DUE TO FDOR WEEK ENDING (05/15/2026)	
5/22/2026	7007977	INTERNAL REVENUE SERVICE		401,041.23
			PAYROLL SUMMARY	
			PAYROLL SUMMARY	
			PAYROLL SUMMARY	
5/22/2026	7007978	FLSDU		5,373.38
			PAYROLL SUMMARY	
			PAYROLL SUMMARY PROCESSING FEE	

City of St. Cloud

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
	Grand Total		8,608,861