

*Valencia Water
Control District*

Agenda

June 30, 2025

LANDOWNERS' MEETING

AGENDA

AGENDA

56th ANNUAL MEETING OF ALL LANDOWNERS WITHIN VALENCIA WATER CONTROL DISTRICT

**June 30, 2025
1 P.M.**

**LAKE RIDGE VILLAGE CLUBHOUSE
10630 LARISSA STREET
WILLIAMSBURG
ORLANDO, FLORIDA 32821**

Item:

1. Call Meeting to Order
2. Acknowledge Notice of Meeting Proof of Publication
3. Approval of minutes of the June 11, 2024 Annual Landowners' Meeting
4. Accept any nominations from the floor to fill the expiring Supervisors' positions:
 - 5-year term, 2025 to 2030, other than William Von Ingle or Donna Finklestein
 - 4-year term, 2025 to 2029, other than Bill Argus
 - 1-year term, 2025 to 2026, other than Achal Aggarwal
5. Verify Landowners Present Planning to Vote in Person and Number of Voting Units Represented by Each (Cast Votes and Record Totals)
6. Tabulate Total Votes Cast In Person and By Proxy
7. Annual Report of the District Engineer (David Mahler)
8. Annual Report of the District Legal Affairs (Stephen Broome)
9. Annual Report of the Treasurer (George S. Flint)
10. Other Business or Concerns of Landowners Within the District
11. Adjournment of Meeting of Landowners

SECTION II

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

Sold To:

Valencia Water Control District - CU00121643
219 E. Livingston Street
Orlando, FL 32801

Bill To:

Valencia Water Control District - CU00121643
219 E. Livingston Street
Orlando, FL 32801

**State Of Florida
County Of Orange**

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

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Jun 10, 2025; Jun 17, 2025.

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



Signature of Affiant

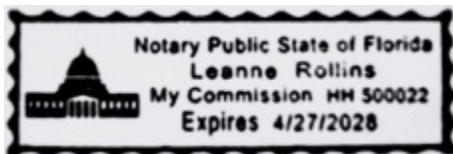
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 18 day of June, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

**IN THE CIRCUIT COURT, NINTH JUDICIAL
CIRCUIT, IN AND FOR ORANGE
COUNTY, FLORIDA CASE NO. 70-125**

**IN RE: VALENCIA WATER
CONTROL DISTRICT TO ALL OWNERS
OF LAND WITHIN VALENCIA WATER
CONTROL DISTRICT**

YOU ARE HEREBY NOTIFIED that, pursuant to Section 298.12, Florida Statutes, the Annual Meeting of All Landowners within the VALENCIA WATER CONTROL DISTRICT, incorporated by an Order of the Circuit Court in and for Orange County, Florida on May 27, 1970, will be held Monday, June 30, 2025 at 1:00 P.M. at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Williamsburg, Orlando, Florida 32821, for the purpose of electing one member to a five-year term; one member to a four-year term and one member to a one-year term to the Board of Supervisors, which members must be owners of land in said District and a resident of Orange County, and to conduct such other business as may come before the Meeting, to be followed by the Annual Meeting of the Board of Supervisors.

"Persons are advised that if they decide to appeal any decisions made at these meetings/hearings, they will need a record of the proceedings and for such purpose they may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based, per section 298.0105, Florida Statutes."

"In accordance with the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of disability or physical impairment should contact the District Office at (407) 841-5524 x 101, at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service, 1-800-955-8770, for aid in contacting the District Office."

DATED this 6th day of June, 2025
Tiffany Moore Russell, Clerk of the
Circuit Court

7827059

6/10, 6/17/2025

7827059

MINUTES

**MINUTES OF THE 2024 ANNUAL MEETING OF ALL
LANDOWNERS WITHIN VALENCIA WATER CONTROL DISTRICT**

June 11, 2024

The Annual Meeting of the Landowners of **VALENCIA WATER CONTROL DISTRICT** was held at 1:00 P.M. on Tuesday, June 11, 2024 at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, Florida. Present were: Roy Miller, Amanda Whitney, Debra Donton, William Von Ingle (via telephone), Stephen F. Broome, District Attorney; Allen Lane, District Engineer; George S. Flint, District Director; Stacie Vanderbilt, District Administrative Assistant; Dan Brown, Stern Environmental; and Robert Szozda, Governmental Management Services-CF.

ITEM #1

Call Meeting to Order

Mr. Flint called the meeting to order at 1:01 PM.

ITEM #2

**Acknowledge Notice of Meeting Proof of
Publication**

The Proof of Publication of the Notice of Meeting was included in the agenda package and made part of the minutes.

ITEM #3

**Approval of Minutes of the June 13, 2023
Annual Landowners' Meeting**

Mr. Flint stated that the next item was the approval of the minutes of the June 13, 2023 annual landowners' meeting. He asked if there were any questions, additions or deletions.

There being none,

On MOTION by Debra Donton, seconded by Amanda Whitney, with all in favor the minutes of the June 13, 2023 Annual Landowners' Meeting were approved, as presented.

ITEM #4

**Accept any Nominations from the Floor to
Fill the Expiring Supervisors' Positions**

- **5 Year Term, 2024 to 2029, other than Amanda Whitney**

No other nominations were made at the meeting.

ITEM #5

Verify Landowners Present that are Planning to Vote in Person and Number of Voting Units Represented by Each. Cast Votes and Record Totals

No other landowners were present to cast votes in person.

ITEM #6

Tabulate Total of Votes Cast in Person and by Proxy

Mr. Broome read the number of votes. For the 5-year term there were 202 votes for Amanda Whitney, 2 votes for Debra Donton, 1 vote for Roy Miller, 1 vote for Joseph Sanchez, and 1 vote for Steven Gismondi. Amanda Whitney was elected to the 2024 to 2029 term of the Board of Supervisors.

There were 119 votes FOR compensation of Supervisors, 25 votes AGAINST compensation of Supervisors, and 68 abstentions. The Board Members would receive compensation of \$50.00 per meeting attendance.

ITEM #7

Annual Report of District Engineer

Mr. Lane reviewed the annual report with the Board of Supervisors. He stated there were no issues with water quality, and he does various inspections of the property. He makes sure the developed properties are not discharging more than the allowed amount. He made various repairs to systems to make sure they operate smoothly. He stated the annual inspection was done in March for the NPDES. He noted that in the report, he described the purpose of the NPDES report, included a summary of the projects and also a summary of permit applications for the past year. All of the permit applications were approved. The annual inspection of the canals and ponds were included as well, all canals are in good working condition. He highlighted some items on the list that are being monitored more closely. He stated the chemicals used by aquatic management doesn't affect the water quality. One structure at the Double Tree hotel has failed so the discharge and erosion doesn't affect the District negatively, however, they are working with the landowner on rectifying the matter. SeaWorld has some vegetation growing in the C-4 that needs to be cleaned out. Work at the S-501 structure was completed as estimated. He is working

on a quote to clear vegetation on the C-11 near 528. He stated the Orangewood site may need some bank restoration due to erosion.

Mr. Flint added that's ranked the #1 Capital Improvement Project in the budget.

Mr. Lane stated that a lot of trash is being cleaned up from the highway. The Deer Creek Pond 4 is considered a major outfall structure in good shape. He went through all the canals and ponds as well and noted any being monitored.

ITEM #8**Annual Report of the District Legal Affairs**

Mr. Broome stated my primary duties have been attending meetings and reviewing minutes. He is also working with SeaWorld for their future projects. There is nothing threatened or pending litigation against the District.

ITEM #9**Annual Report of the Treasurer**

Mr. Flint presented the unaudited 9/30/2023 financials to the Board while the audit report was still in draft. He reported that there is \$133,000 in the General Fund, and \$193,000 in assets. He also reported that there is \$277,000 in the CIP Fund and \$791,000 in the investment account totaling approximately \$1 million. Lastly, the District is a little over 100% collected on assessments from taxes, and will have to gross up collections because of the discounts.

Mr. Flint added that the admin items were under budget due to terminating the office lease. Field items were approximately \$18,000 under budget. When the final audit is done, it will be presented.

ITEM #10**Other Business or Concerns of Landowners
Within the District**

There being none,

ITEM #11**Adjournment of Meeting of Landowners**

On MOTION by Amanda Whitney, seconded by Roy Miller, with all in favor the meeting was adjourned at 1:35 pm.

Stephen F. Broome, Secretary

Roy Miller

William Von Ingle

Debra Donton

SECTION VII



Memo

1117 East Robinson Street
Orlando, Florida 32801
Phone: 407-425-0452
www.cphengineers.com

Date: June 3, 2025
To: Board of Supervisors
Organization: Valencia Water Control District
219 E. Livingston Street
Orlando, Florida 32801
From: David E. Mahler, P.E., District Engineer
Re: **ANNUAL REPORT OF THE DISTRICT ENGINEER**
CPH Job No.: 6816.07

MEMBERS OF THE BOARD:

This is to serve as the Chief Engineer's Annual Report to the Board of Supervisors as required under Chapter 298, Florida Statutes. As such, this report serves as a brief summary of the activities of the Engineer from March 2024 to March 2025. This report is for submission to the Board of Supervisors at the June 2025 meeting.

The following is a list and brief summary of the items on which the District Engineer worked on or was involved with:

- 1) Reviewed and tabulated monthly water quality data. The general level of water quality is satisfactory. A copy of the sampling analysis results for the fiscal year 2024/25 is attached. We compared the Total Solids reported to the values from previous reports. The values this year were similar to the values from previous years. There were several instances of higher than normal values for nitrogen and phosphorus, but those were outliers compared to other testing results and they were only slightly above other values. The spike appears large, but we are dealing with relatively small numbers so the small changes are exaggerated on the chart. We do not have a concern with the sampling results.
- 2) Made periodic field inspections as requested by the District Director while in the area for various meetings regarding permits and ongoing construction activities.
- 3) Provided general coordination, liaison, and technical advice to landowners, developers and their engineering representatives on design criteria, regulations, and other matters pertinent to the District's business.
- 4) Oversaw repairs to District facilities by contractors, such as washout repairs, cleaning and general maintenance, new facility construction.

- 5) The Engineer prepared for and attended regular board meetings of the District.
- 6) Mr. George Flint, Mr. Dan Brown and myself conducted the annual inspection of the District's facilities on Monday, November 4, 2024, with several follow-up inspections by David E. Mahler to determine their operational condition. The projects we inspected this year were primarily the original VWCD ponds, structures and canals. A summary of our annual inspection is listed in Attachment II.
- 7) Attended NPDES meetings held by Orange County Environmental Protection Department.
- 8) Permit applications and plans (shown on Attachment I) submitted by developers and others were reviewed by the District Engineer and checked for compliance with Valencia Water Control District requirements. In some cases, changes were recommended and upon resolution of the issues, the projects were recommended for approval to the District.

Respectfully submitted,



David E. Mahler, P.E.
District Engineer

Attachments:

Attachment I

Permit Review and Processing (Not including individual irrigation permits processed by District office.)		
PERMIT NUMBER	DESCRIPTION	APPROVED DATE
Category I - Permits Issued Since May 2023		
525	Westwood Hotel	06/13/23
526	Irrigation Permit	06/13/23
527	SeaWorld 2024 Project	07/11/23
528	Grand Pines PAC I-Drive Apartments	08/08/23
529	SWO 2023 Discovery Cove Pink Lady	01/10/24
530	SWOAQO 2024 Aquatica Parking Lot	01/10/24
531	Orangewood Boulevard Horizontal Directional Drill	03/12/24
532	16023 S. John Young Parkway Commercial Building	03/12/24
Through March 2024 is on 2024 Report.		
Category 1.1 – Permits Issued Since April 2024		
533	Williamsburg Downs Phase II	01/08/25
534	Doubletree Hotel – Storm Pond Outfall Structure Replacement/Repair	02/07/25
Category II Permits on Hold		
	None at Present	
Category III Permits with Work Not Acceptable to the District		
	None at Present	
Category IV Permits in Process		
	None at Present	
Category V Projects Reviewed - No Permit Required		
	None at Present	



1117 East Robinson Street
Orlando, Florida 32801
Phone: 407.425.0452
Fax: 407.648.1036

www.cphengineers.com

Memo

Attachment II

To: Board of Directors
Organization: Valencia Water Control District
From: David E. Mahler, P.E., District Engineer
Re: Annual Inspection by District Engineer – FY 2025
CPH Job No.: 6816.07

The main annual inspection was performed on Monday November 4, 2024. Present for this inspection were George Flint, Dan Brown and myself. The annual inspection for 2025 is comprised of the inspection date noted above conducted throughout the District. On November 4th we drove to the various locations within the District as part of the Annual Inspection to review the current condition of the canals and the structures, and to discuss issues related to the condition and maintenance of the system. The weather was clear. For the 2025 inspections, a total of 45,944 lineal feet of canals were inspected. In addition to the canals, we also inspected 18 ponds, five (5) Amil gates and one weir structure that are owned and maintained by the District. The following sites were visited, and the conditions of the facilities are described below.

C-1 Canal

The northwest end of the C1, canal where the storm pipe enters off of Central Florida Parkway was still under repair by Orange County Public Works at the time of the inspection. The work has been completed by the contractor, but the size and elevation of the replaced pipe is in question. Survey as-built data has been requested from the County to confirm information.

Orange County Utilities selected a contractor to replace the aerial pipe crossing of the C-1 east of International Drive and that work is underway. The project schedule from the Contractor indicates that the work should be substantially complete by September 29, 2025.

The water control structure on the north side of the C-1 just east of International Drive is still in need of replacement. This is the developments outfall structure and not the responsibility of the District, however, we may want to look at replacing it due to the problems that may result from complete failure of the structure.

There were several areas of sedimentation deposits of silt/sand into the C-1 canal at the points of discharge of the Paradiso Grand Development. The developer was notified of the conditions and they had their contractor come out and remove the sedimentation.

The remainder of the C1 was in generally good condition.

The S-101 and S-102 are in generally good condition. The main headwalls still have minor leaking at several of the joints but do not appear to have gotten any worse from previous inspections so there is not currently a need for any repairs at this time. The leak on the S-102 is being monitored and if it get worse, we can have a repair made to stop the leak. On the south

side of the S-102 there was erosion occurring around the pile cap. This area has had additional dirt installed and the area was regraded.

C-3 Canal

The canal is generally in good condition, the southwest end across from the outfall weir still has a large amount of vegetation most of the area of the canal. We will need to coordinate getting the area sprayed.

The power company is using the driving surface of the C-3 on the east side of the canal to access their facilities that they are working on. We will need to monitor the area to make sure that any damage to the Districts facilities is noted and they are made to repair those damages.

The overflow structure is doing fine.

C-4 Canal

The canal is in fair condition. The water level control structure was blocked by vegetation causing the water level to rise and cause a small washout on the north side of the structure. A quote was requested to clean the vegetation blocking the structure and clean the vegetation in the canal upstream of the structure. The outfall control structure owned and maintained by Doubletree failed and a request was sent to the owner to perform repairs of the structure. Initially, the owner was not getting the structure repaired so the situation was forwarded on to Orange County EPD for enforcement action. The property owner then retained an engineer to design the repairs and then a contractor was hired to perform the repairs. The work on the structure is substantially complete.

The vegetation in the Sea World pond at the west end of the C-4 canal still needs to be cleaned. Even the small cleared area along the outer edges of the pond are starting to grow back.

C-5 Canal and S501

The C-5 Canal appeared to be in fair condition. The area from the C-4 to Sea Harbor Drive has a significant amount of sedimentation. The amount of sedimentation is almost blocking the pipe under Sea Harbor, so a contractor was hired to remove approximately 100 feet of the sedimentation immediately north of the pipe. The remainder of the C-5 to the C-4 will still need to have the sedimentation removed.

The Area of the C-5 canal on the Sea World property has a number of locations that are still needing to be repaired.

The wetland outfall at the south end of the C-5 is still holding up well.

There were some areas of minor erosion on the upstream side of the S501 structure. Plus there was a large amount of sedimentation upstream of the structure that needed to be cleaned out of the canal. A contractor was selected to remove the sedimentation and place rip-rap rubble into the area of the erosion.

There is also erosion occurring just upstream of the C-1 canal. The water appears to be coming from the wetland and flowing over the bank. A more detailed inspection will be performed to determine the cause/source of the water.

C-6 Canal and S-601

The C-6 Canal is in generally good condition.

The water hyacinths in the canal still come and go based on the wind and flow patterns of the canal.

Structure S-601 is in good condition. This is considered a major outfall location by the NPDES program and is required to be inspected on a regular basis. Inspection of this outfall will be noted on the NPDES annual report.

S-901 Structure

This canal towards Area 1 pond is in good condition.

Structure S-901 is in fair condition and looks to be operating satisfactorily.

The overflow weir from the C-10 to the Area 1 pond, west of Gifford Blvd, still needs to have repairs made by filling the void under the structure with grout or foam filler. There have been no visible signs of degradation since last year.

C-10 Canal

The C-10 is for the most part in fair to good condition. The areas previously noted just west of Orangewood Blvd. is continuing to get worse and this project will be put out to bid this year.

The area of the canal bank on the north side opposite of the Tract F outfall still shows signs of erosion to the bank, but does not appear to have gotten worse from last year. The vegetation looks to be established and therefore this area is not requiring immediate repair. The remainder of Tract F looks to be in good condition.

The area at the west end of the canal at the Beachline has a significant amount of vegetation in the flow line of the canal. Due to this potentially causing a flow problem for the conveyance system, a contractor was selected to clean the vegetation from the ditch to restore the flow line. This work has been completed.

The area behind the old District office east of Orangewood Blvd., still shows signs of erosion; however, it has not gotten worse. Therefore, this is another area that we recommend restoring at the same time as the cleaning of the canal and bank reshaping occurs.

C-11 Canal

The Canal is generally in good condition.

There is still a significant amount of trash and sediment coming from offsite across Orange Blossom Trail and we are continuing to clean up the trash and debris so that it does not continue down the canal.

The bank erosion occurring just north of Taft Vineland Road and the S-1102 structure is getting worse and will need to have the erosion area repaired. In the short term, we will need to have a contractor come in and remove the sediment from the canal and use it to fill in the erosion area

and then have the area resodded. The larger repair for the larger stretch of the canal bank is on the CIP program for repair.

Erosion was occurring on the west side of the C-11 along John Young between the Beachline and Taft Vineland. This erosion was backfilled and regraded.

Further down the canal to the west, sediment is continuing to build up in the canal just west of where the flow from Orlando Central Park comes into the C-11. This sedimentation will need to be removed from the canal. The sediment that is in the canal could be removed from the canal and placed on the bank to dry and then use this material at Taft Vineland to repair the erosion along the north and east bank and improvements to the access point.

The S-1101 & S-1102 structures are in good condition.

C-12 Canal

The Canal is generally in good condition.

The water control structures are still missing the level control boards, but this does not adversely affect the operation of the canal, so there is not really a need to have them replaced.

Deer Creek Ponds 1A, 1B, 2 and 3

These four ponds are in good general condition.

Deer Creek Pond 4

Deer Creek pond 4 is in good condition. The discharge structure and piping from Pond 4 is also considered a major outfall location. The outfall structure and piping are in good condition.

Deer Creek Pond 6

Deer Creek pond 6 is in good condition.

Parkview Terrace

The pond is in fair condition. This is one of the ponds identified in the pond report as needing to have the banks of the pond restored. As this is not a critical item, it will be scheduled as a routine maintenance/repair project in the future.

Parkview North Pond

The pond is generally in fair condition.

Parkview Pointe Pond

As noted in previous annual inspection reports as well as the specific pond evaluation report, this pond has significant erosion occurring in areas along the waterline. Erosion is also occurring around the headwalls, mitered end sections and pond outfall structure.

Somerset Ponds 1 & 2

Both ponds and outfall structures are in good condition.

Lake Ridge Village Area 1 Pond

The pond and structures are in generally good condition. There was minor damage to the skimmer on the outfall structure. The skimmer was re-bolted to the structure. There is also some erosion occurring around the structure but not bad enough to warrant immediate repairs/backfill. This will be monitored and scheduled for repair in the future.

Waterview Area 2 Pond

The pond and structures are in generally good condition. The fish barrier is in good condition.

The issues that were noted in the previous reports for the area between Central Florida Parkway and the Area 2 pond where the connection pipes go under the roadway to the Area 1 pond will still need to be repaired at some point. The erosion is still there but not worsening to cause a problem with drainage.

Briarwood Townhomes Pond

The pond is in good condition. There is some weed growth at the outfall that will be corrected once the mowing operations begin.

Windsor Walk Ponds

All three ponds are in good condition.

Should there be any questions regarding the inspection or if more information is needed on any of the items noted, please let us know and we will provide this information.

C-3 Canal WQ Results

			26-Apr-24	13-May-24	10-Jun-24	31-Jul-24	8-Aug-24	13-Sep-24	16-Oct-24	13-Nov-24	18-Dec-24	27-Jan-25	10-Feb-25	27-Mar-25	15-Apr-25	16-May-25
Parameter	Units	MDL														
Organic Nitrogen			0.2	0.360	0.460	0.200	0.200	0.400	0.200	0.390	0.540	0.290	0.200	0.810	0.630	0.890
Total Nitrogen(as N)			0.020	0.41	1.40	0.02	0.48	0.84	0.29	0.47	1.10	0.70	0.65	0.84	0.94	1.10
Nitrate(as N)	mg/L	0.0100	0.200	0.200	0.200	0.200	0.200	0.320	0.200	0.200	0.590	0.380	0.420	0.200	0.200	0.150
Nitrite(as N)	mg/L	0.0200	0.200	0.20	0.74	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.10	0.10
Color	CU	5.00	25.00	25	20	50	60	40	30	30	500.0	30.0	30.0	40.0	50.0	25.0
Fecal Coliform	mpn/100mL	1.00	1	10.9	8.5	67.0	238.2	78.9	281.0	19.5	11	9.7	4.1	1	2	1
Total Solids	%wt	0.000250	0.067	0.058	0.072	0.039	0.032	0.021	0.018	0.023	0.43	0.037	0.046	0.058	0.037	0.046
Field pH (units)	PH	0.0100	7.45	7.29	7.37	7.05	7.14	7.04	7.11	7.39	6.84	7.02	7.47	7.18	7.51	7.48
Field Conductivity	umhos/cm	0.100	502.00	538	498	324.4	358.2	310.2	289.1	262.1	578.2	453.3	531.2	492.4	496.7	482.1
Field Temp. (C)	oC	0.100	26.9	28.2	30.7	32.2	28.7	30.5	25.1	26.1	22.9	17.8	26.1	23.3	25.9	30.1
Field DO	mg/L	0.100	8.12	6.76	7.43	6.74	7.62	5.11	8.08	6.22	6.42	9.36	6.95	6.82	5.95	8.78
Field Turbidity	NTU	0.100	6.81	3.93	3.14	1.01	3.93	4.21	3.17	1.49	1.18	4.26	2.87	2.34	3.01	4.09
Chlorophyll a	ug/L	1.00	1.60	10	14	25	9.9	24	11	8	15	19	17	4.1	6	15
Aluminum	mg/L	0.0100	0.0880	0.0770	0.0750	0.0540	0.0540	0.1600	0.1400	0.0860	0.1100	0.1200	0.0880	0.0560	0.0840	0.0680
Antimony	mg/L	0.00200	0.0007	0.0005	0.0006	0.0005	0.0004	0.0005	0.0011	0.0011	0.0007	0.0005	0.0006	0.0006	0.0006	0.0006
Arsenic	mg/L	0.00100	0.0008	0.0010	0.0011	0.0009	0.0009	0.0010	0.0017	0.0020	0.0009	0.0005	0.0008	0.0008	0.0012	0.0008
Barium	mg/L	0.00200	0.0450	0.0500	0.0380	0.0180	0.0270	0.0180	0.0150	0.0150	0.0280	0.0280	0.0390	0.0350	0.0260	0.0220
Beryllium	mg/L	0.000500	0.0004	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003
Boron	mg/L	0.0100	0.0640	0.0620	0.0680	0.0490	0.0360	0.0400	0.0340	0.0360	0.0550	0.0440	0.0470	0.0670	0.0490	0.0420
Cadmium	mg/L	0.000200	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003
Chromium	mg/L	0.00100	0.0013	0.0006	0.0004	0.0005	0.0006	0.0013	0.0007	0.0004	0.0007	0.0007	0.0009	0.0008	0.0007	0.0007
Copper	mg/L	0.00100	0.0019	0.0012	0.0012	0.0010	0.0011	0.0021	0.0016	0.0014	0.0018	0.0021	0.0020	0.0022	0.0014	0.0030
Lead	mg/L	0.00100	0.0003	0.0002	0.0002	0.0002	0.0002	0.0003	0.0008	0.0005	0.0003	0.0002	0.0003	0.0003	0.0003	0.0002
Molybdenum	mg/L	0.00100	0.0014	0.0014	0.0014	0.0008	0.0008	0.0008	0.0008	0.0009	0.0009	0.0009	0.0010	0.0012	0.0010	0.0011
Nickel	mg/L	0.00100	0.0010	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009	0.0023	0.0009	0.0009
Selenium	mg/L	0.00200	0.0006	0.0005	0.0007	0.0005	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010
Silver	mg/L	0.000500	0.0001	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Thallium	mg/L	0.00100	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004
Tin	mg/L	0.00500	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0005
Zinc	mg/L	0.0100	0.0070	0.0064	0.0025	0.0023	0.0004	0.0037	0.0045	0.0044	0.0054	0.0110	0.0110	0.0048	0.0020	0.0038
Total Alkalinity CaC03	mg/L	1.00	71.0000	76.0	76.0	63.0	60.0	53.0	48.0	50.0	76.0	69.0	90.0	86.0	69.0	65.0
Calcium	mg/L	0.100	45.0	45.0	44.0	36.0	32.0	28.0	22.0	25.0	39.0	31.0	43.0	43.0	35.0	33.0
Iron	mg/L	0.0100	0.3	0.320	0.220	0.680	0.860	0.510	0.270	0.210	0.360	0.280	0.540	0.390	0.690	0.190
Magnesium	mg/L	0.0100	9.900	10.00	10.00	5.30	5.20	3.70	3.00	3.90	7.80	6.50	8.10	8.50	6.70	6.20
Manganese	mg/L	0.0100	0.01	0.012	0.0084	0.011	0.01	0.011	0.0093	0.0092	0.013	0.0084	0.025	0.01	0.016	0.0084
Potassium	mg/L	0.500	4.7	4.7	5.9	3.5	3.2	2.8	2.9	3.4	4.4	3.3	4.3	5.1	4.8	4.2
Sodium	mg/L	0.500	74	85.0	80.0	39.0	37.0	24.0	18.0	25.0	55.0	46.0	60.0	70.0	54.0	52.0
Total Hardness (as CaC03)	mg/L	0.100	150.0	150.0	150.0	110.0	100.0	86.0	67.0	79.0	130.0	100.0	140.0	140.0	120.0	110.0
TDS	mg/L	2.50	490.0	400	400	200	200	140	120	190	260	210	270	300	220	200
Orthophosphate(as P)	mg/L	0.00200	0.019	0.0031	0.002	0.015	0.002	0.01	0.0047	0.0044	0.002	0.01	0.0034	0.0071	0.045	0.002
BOD5day	mg/L	2.00	2	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.100	2.000	2.000	2.500
Ammonia (as N)	mg/L	0.0100	0.0140	0.0510	0.1600	0.1400	0.3400	0.1200	0.0940	0.0810	0.0140	0.0260	0.0380	0.0350	0.1100	0.0240
TKN(as N)	mg/L	0.200	0.1800	0.410	0.620	0.180	0.480	0.520	0.290	0.470	0.540	0.320	0.230	0.840	0.740	0.910
Chloride	mg/L	16.0	160.000	180	200	75	71	47	34	45	100	91	120	130	99	100
Total Phosphorus(as P)	mg/L	0.00200	0.025	0.0310	0.0180	0.0200	0.0320	0.0630	0.0290	0.0270	0.0250	0.0380	0.0270	0.0170	0.0390	0.0310
Total Phosphorus(asP) Dissolved	mg/L	0.00200	0.0220	0.0230	0.0210	0.0250	0.0430	0.0460	0.0110	0.0160	0.0082	0.0130	0.0093	0.0170	0.0320	0.0240
Sulfate	mg/L	5.00	30.0000	27.00	28.00	13.00	14.00	12.00	18.00	24.00	31.00	21.00	25.00	27.00	20.00	20.00

UNDER DETECTABLE LIMIT

* PARAMETER MONITORED BY NPDES

South Shingle Creek WQ Results

			26-Apr-24	13-May-24	10-Jun-24	31-Jul-24	21-Aug-24	13-Sep-24	16-Oct-24	13-Nov-24	18-Dec-24	27-Jan-25	10-Feb-25	27-Mar-25	15-Apr-25	16-May-25
Parameter	Units	MDL														
Organic Nitrogen			0.2	0.250	0.200	0.310	0.200	0.270	0.580	0.650	0.310	0.400	0.200	0.200	0.320	0.400
Total Nitrogen(as N)			0.020	0.28	0.32	0.39	0.34	0.40	0.61	0.85	0.38	0.44	0.02	0.18	0.35	0.55
Nitrate(as N)	mg/L	0.0100	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.100	0.130
Nitrite(as N)	mg/L	0.0200	0.200	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.10	0.10
Color	CU	5.00	20.00	20	15	40	25	50	40	40	100	25	25	25	25	40
Fecal Coliform	mpn/100mL	1.00	88.4	46.5	10.8	152.9	150.0	43.2	223.0	43.2	579.4	248.1	201.4	31.0	36.4	63.1
Total Solids	%wt	0.00025	0.041	0.037	0.036	0.016	0.021	0.014	0.0099	0.027	0.024	0.024	0.031	0.042	0.025	0.024
Field pH (units)	PH	0.0100	7.32	7.33	7.36	7.04	7.26	6.98	7.38	7.68	7.12	7.65	7.65	7.45	7.28	7.07
Field Conductivity	umhos/cm	0.100	228.70	252.3	265.7	118.1	218.9	115.4	146.8	162.3	178.9	253.3	279.3	293.8	250.8	255.1
Field Temp. (C)	oC	0.100	24	26.3	30.5	29.5	29.1	32.7	24.8	25.8	21.5	19.1	24.5	22.1	25.1	28.9
Field DO	mg/L	0.100	9.44	8.18	6.14	5.95	7.11	7.71	7.16	5.49	7.17	8.25	5.89	7.57	7.62	6.95
Field Turbidity	NTU	0.100	5.63	2.13	3.93	1.17	4.38	1.18	6.83	1.37	1.57	2.08	1.11	3.87	1.74	3.42
Chlorophyll a	ug/L	1.00	0.52	12	18	8.1	3.1	13	20	3.6	2.1	4.6	2.1	16	37	17
Aluminum	mg/L	0.0100	0.0230	0.0190	0.0210	0.0730	0.0750	0.0650	0.0740	0.0790	0.0730	0.0790	0.0460	0.0380	0.0250	0.1000
Antimony	mg/L	0.00200	0.0006	0.0007	0.0007	0.0004	0.0004	0.0004	0.0004	0.0004	0.0006	0.0008	0.0006	0.0007	0.0006	0.0005
Arsenic	mg/L	0.00100	0.0006	0.0010	0.0010	0.0008	0.0009	0.0009	0.0011	0.0008	0.0005	0.0005	0.0007	0.0007	0.0007	0.0011
Barium	mg/L	0.00200	0.0180	0.0180	0.0180	0.0130	0.0160	0.0130	0.0120	0.0150	0.0150	0.0150	0.0150	0.0170	0.0150	0.0130
Beryllium	mg/L	0.000500	0.0004	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003
Boron	mg/L	0.0100	0.0430	0.0480	0.0490	0.0380	0.0280	0.0330	0.0290	0.0360	0.0430	0.0360	0.0360	0.0530	0.0360	0.0350
Cadmium	mg/L	0.000200	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003
Chromium	mg/L	0.00100	0.0006	0.0004	0.0004	0.0004	0.0004	0.0005	0.0008	0.0005	0.0006	0.0005	0.0008	0.0006	0.0008	0.0007
Copper	mg/L	0.00100	0.0007	0.0006	0.0006	0.0009	0.0009	0.0012	0.0014	0.0009	0.0014	0.0011	0.0010	0.0014	0.0009	0.0016
Lead	mg/L	0.00100	0.0003	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002
Molybdenum	mg/L	0.00100	0.0014	0.0017	0.0015	0.0009	0.0010	0.0008	0.0009	0.0009	0.0013	0.0017	0.0014	0.0017	0.0014	0.0021
Nickel	mg/L	0.00100	0.0010	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009
Selenium	mg/L	0.00200	0.0005	0.0005	0.0005	0.0005	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010
Silver	mg/L	0.000500	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Thallium	mg/L	0.00100	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004
Tin	mg/L	0.00500	0.0004	0.0004	0.0004	0.0005	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0021	0.0005
Zinc	mg/L	0.0100	0.0065	0.0013	0.0019	0.0024	0.0017	0.0014	0.0022	0.0015	0.0068	0.0049	0.0042	0.0031	0.0041	0.0033
Total Alkalinity CaCO3	mg/L	1.00	74.0000	82.0	83.0	53.0	62.0	54.0	49.0	68.0	88.0	71.0	95.0	91.0	80.0	61.0
Calcium	mg/L	0.100	36.0	36.0	35.0	24.0	27.0	20.0	18.0	27.0	35.0	27.0	35.0	38.0	34.0	28.0
Iron	mg/L	0.0100	0.2	0.200	0.200	0.330	0.420	0.370	0.340	0.420	0.220	0.160	0.310	0.130	0.110	0.310
Magnesium	mg/L	0.0100	4.300	5.00	4.70	2.30	2.90	2.10	1.90	3.00	4.30	3.60	4.10	4.80	4.10	3.80
Manganese	mg/L	0.0100	0.01	0.0096	0.014	0.011	0.015	0.009	0.0084	0.025	0.011	0.0084	0.023	0.011	0.0084	0.016
Potassium	mg/L	0.500	2.6	3.4	2.8	1.7	2	2.1	2.1	2.6	3	2.2	2.4	2.6	2.2	3.1
Sodium	mg/L	0.500	21	26.0	26.0	10.0	12.0	9.4	7.8	12.0	20.0	17.0	19.0	23.0	21.0	20.0
Total Hardness (as CaCO3)	mg/L	0.100	110.0	110.0	110.0	68.0	80.0	58.0	52.0	79.0	110.0	82.0	100.0	110.0	100.0	86.0
TDS	mg/L	2.50	190.0	160	160	42	78	74	160	140	100	88	110	150	98	98
Orthophosphate(as P)	mg/L	0.00200	0.068	0.027	0.029	0.032	0.018	0.022	0.021	0.021	0.0052	0.015	0.012	0.012	0.0094	0.0037
BOD5day	mg/L	2.00	2	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.500
Ammonia (as N)	mg/L	0.01000	0.0140	0.0330	0.2300	0.0800	0.3200	0.1300	0.0310	0.0140	0.0660	0.0450	0.0450	0.0140	0.0270	0.0250
TKN(as N)	mg/L	0.200	0.1800	0.200	0.320	0.390	0.340	0.400	0.610	0.650	0.380	0.440	0.180	0.180	0.350	0.420
Chloride	mg/L	4.00	32.000	48	45	16	21	16	13	21	34	28	32	38	34	33
Total Phosphorus(as P)	mg/L	0.00200	0.035	0.0530	0.0470	0.0360	0.0440	0.0540	0.0620	0.0550	0.0300	0.0260	0.0330	0.0490	0.0300	0.0640
Total Phosphorus(asP) Dissolved	mg/L	0.00200	0.0640	0.0510	0.0300	0.0400	0.0540	0.0340	0.0330	0.0370	0.0140	0.0110	0.0190	0.0220	0.0220	0.0210
Sulfate	mg/L	5.00	20.0000	19.00	12.00	6.00	13.00	5.90	5.80	12.00	15.00	14.00	12.00	12.00	10.00	15.00

UNDER DETECTABLE LIMIT

* PARAMETER MONITORED BY NPDES

N Shingle Creek WQ Results

			26-Apr-24	13-May-24	10-Jun-24	31-Jul-24	21-Aug-24	14-Sep-24	16-Oct-24	12-Nov-24	18-Dec-24	27-Jan-25	10-Feb-25	27-Mar-25	15-Apr-25	16-May-25
Parameter	Units	MDL														
Organic Nitrogen			0.390	0.610	0.850	0.200	0.310	0.280	0.610	0.350	0.550	1.300	0.210	0.540	0.540	0.950
Total Nitrogen(as N)			0.39	0.77	0.85	0.20	0.61	0.32	0.65	0.66	0.76	1.40	0.24	0.54	0.60	1.10
Nitrate(as N)	mg/L	0.0100	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.230	0.210	0.200	0.200	0.200	0.100	0.140
Nitrite(as N)	mg/L	0.0200	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.10	0.10
Color	CU	5.00	20	25	15	40	30	50	40	40	240	20	30	25	30	50
Fecal Coliform	mpn/100mL	1.00	30.5	49.5	85.7	816.4	185.0	198.9	214.3	78.9	108.0	134.0	52.0	41.0	37.4	160.0
Total Solids	%wt	0.000250	0.041	0.044	0.043	0.02	0.02	0.013	0.01	0.02	0.025	0.03	0.04	0.049	0.043	0.019
Field pH (units)	PH	0.0100	7.17	7.06	7.21	7.13	7.02	7.36	7.27	7.43	7.29	7.11	7.81	7.27	7.85	7.18
Field Conductivity	umhos/cm	0.100	245.5	281.9	301.1	175.1	225.3	237.3	253.2	196.3	203.3	169.9	328.1	251.1	351.1	297.3
Field Temp. (C)	oC	0.100	23.8	25.5	31.1	30.8	29.5	32.9	25.5	25.6	22.7	18.7	23.8	22.9	24.5	29.2
Field DO	mg/L	0.100	7.63	5.52	8.92	7.22	5.68	5.43	6.53	7.12	6.48	6.37	7.62	8.01	8.18	9.72
Field Turbidity	NTU	0.100	10.17	4.88	4.56	1.38	2.62	3.36	4.47	2.25	2.84	1.62	1.31	2.14	1.21	6.32
Chlorophyll a	ug/L	1.00	14	7.3	9.4	4.1	4.8	12	11	3.5	1.9	2.5	2.27	13	7	7.4
Aluminum	mg/L	0.0100	0.1200	0.5900	0.1200	0.1600	0.1300	0.1200	0.1300	0.1000	0.0830	0.0910	0.0860	0.0300	0.3400	0.1400
Antimony	mg/L	0.00200	0.0008	0.0009	0.0007	0.0004	0.0004	0.0005	0.0004	0.0004	0.0006	0.0009	0.0007	0.0007	0.0007	0.0006
Arsenic	mg/L	0.00100	0.0009	0.0011	0.0010	0.0008	0.0010	0.0009	0.0010	0.0007	0.0006	0.0006	0.0007	0.0008	0.0009	0.0012
Barium	mg/L	0.00200	0.0180	0.0240	0.0220	0.0140	0.0150	0.0130	0.0140	0.0140	0.0150	0.0150	0.0160	0.0160	0.0180	0.0160
Beryllium	mg/L	0.000500	0.0004	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003
Boron	mg/L	0.0100	0.0450	0.0470	0.0500	0.0400	0.0280	0.0420	0.0310	0.0360	0.0420	0.0360	0.0340	0.0570	0.0410	0.0340
Cadmium	mg/L	0.000200	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003
Chromium	mg/L	0.00100	0.0007	0.0014	0.0004	0.0005	0.0005	0.0006	0.0007	0.0006	0.0007	0.0006	0.0007	0.0005	0.0013	0.0009
Copper	mg/L	0.00100	0.0011	0.0022	0.0008	0.0011	0.0009	0.0012	0.0011	0.0009	0.0012	0.0012	0.0011	0.0017	0.0017	0.0020
Lead	mg/L	0.00100	0.0003	0.0015	0.0002	0.0003	0.0003	0.0003	0.0003	0.0003	0.0002	0.0002	0.0002	0.0002	0.0007	0.0004
Molybdenum	mg/L	0.00100	0.0016	0.0016	0.0015	0.0010	0.0009	0.0010	0.0010	0.0009	0.0014	0.0019	0.0014	0.0018	0.0017	0.0027
Nickel	mg/L	0.00100	0.0010	0.0009	0.0009	0.0009	0.0009	0.0009	0.0009	0.0022	0.0009	0.0009	0.0009	0.0018	0.0013	0.0009
Selenium	mg/L	0.00200	0.0005	0.0005	0.0005	0.0005	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010
Silver	mg/L	0.000500	0.0001	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Thallium	mg/L	0.00100	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004
Tin	mg/L	0.00500	0.0004	0.0004	0.0004	0.0006	0.0004	0.0006	0.0004	0.0004	0.0004	0.0004	0.0004	0.0005	0.0004	0.0005
Zinc	mg/L	0.0100	0.0120	0.0099	0.0023	0.0045	0.0022	0.0041	0.0046	0.0024	0.0032	0.0055	0.0086	0.0039	0.0046	0.0150
Total Alkalinity CaC03	mg/L	1.00	80.0	83.0	85.0	31.0	60.0	57.0	61.0	71.0	89.0	81.0	99.0	97.0	86.0	68.0
Calcium	mg/L	0.100	38.0	39.0	36.0	25.0	26.0	24.0	21.0	27.0	36.0	29.0	37.0	38.0	38.0	32.0
Iron	mg/L	0.0100	0.380	0.650	0.470	0.410	0.460	0.390	0.320	0.390	0.240	0.170	0.370	0.220	0.520	0.450
Magnesium	mg/L	0.0100	4.60	5.30	4.80	2.40	2.80	2.20	2.00	3.10	4.30	3.60	4.40	5.00	4.60	3.40
Manganese	mg/L	0.0100	0.027	0.043	0.025	0.013	0.026	0.012	0.017	0.02	0.011	0.0084	0.016	0.015	0.029	0.021
Potassium	mg/L	0.500	2.8	3.4	2.7	1.9	1.9	1.9	2.1	2.6	3.1	2.3	2.7	2.6	2.4	2.6
Sodium	mg/L	0.500	24.0	27.0	25.0	10.0	12.0	9.4	8.1	13.0	21.0	17.0	20.0	23.0	24.0	16.0
Total Hardness (as CaC03)	mg/L	0.100	110	120.0	110.0	74.0	76.0	68.0	60.0	80.0	110.0	87.0	110.0	120.0	110.0	92.0
TDS	mg/L	2.50	600	190	180	58	84	100	120	140	140	98	110	150	130	78
Orthophosphate(as P)	mg/L	0.00200	0.042	0.042	0.04	0.027	0.018	0.037	0.026	0.017	0.0028	0.0066	0.0068	0.024	0.019	0.015
BOD5day	mg/L	2.00	3.200	2.000	2.000	2.000	2.000	3.800	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000
Ammonia (as N)	mg/L	0.0100	0.0140	0.1600	0.0140	0.1000	0.3000	0.0380	0.0370	0.0820	0.0140	0.0590	0.0330	0.0140	0.0640	0.0500
TKN(as N)	mg/L	0.200	0.390	0.770	0.850	0.200	0.610	0.320	0.650	0.430	0.550	1.400	0.240	0.540	0.600	1.000
Chloride	mg/L	4.00	36	51	44	15	18	14	13	20	36	29	35	41	37	28
Total Phosphorus(as P)	mg/L	0.00200	0.2600	0.2200	0.0920	0.0460	0.0610	0.0650	0.0630	0.0530	0.0330	0.0710	0.0320	0.0550	0.0730	0.0660
Total Phosphorus(asP) Dissolved	mg/L	0.00200	0.0580	0.0580	0.0620	0.0430	0.0510	0.0510	0.0390	0.0350	0.0290	0.0460	0.0170	0.0500	0.0330	0.0260
Sulfate	mg/L	5.00	19.00	25.00	18.00	8.20	8.60	6.80	6.60	9.10	16.00	13.00	17.00	13.00	11.00	15.00

UNDER DETECTABLE LIMIT

* PARAMETER MONITORED BY NPDES

SECTION IX

*This item will be provided under
separate cover*

ANNUAL MEETING

AGENDA

AGENDA

2025 ANNUAL MEETING OF THE BOARD OF SUPERVISORS OF VALENCIA WATER CONTROL DISTRICT

JUNE 30, 2024

Item:

1. Call meeting to order
2. Public Comment Period
3. Administer Oath of Office to Newly Elected Supervisors
4. Election of President of Board of Supervisors
5. Appoint District Attorney (Presently Stephen F. Broome)
6. Appoint District Engineer (Presently David E. Mahler)
7. Appoint District Treasurer & Director (Presently George S. Flint)
8. Appoint District Deputy Treasurer (Presently Roy Miller)
9. Appoint District Secretary (Presently Stephen F. Broome)
10. Appoint District Deputy Secretaries (Presently William Ingle, Debra Donton, Achal Aggarwal and Bill Argus)
11. Approval of May 13, 2025 Minutes
12. General Fund Financial Reports
13. Engineer's Report
 - A. Presentation of C-10 Canal Bank Restoration Bid Results and Selection of Vendor
14. Attorney's Report
15. Director's Report
 - A. Customer Call Log
 - B. Ratification of Agreements (2) with Brightview Landscape Services, Inc. for Tree and Vegetation Trimming Services
 - C. Goals and Objectives
 - i. Adoption of Fiscal Year 2026 Goals and Objectives
 - ii. Presentation of Fiscal Year 2025 Goals and Objectives and Authorization to President to Execute
 - D. Approval of Fiscal Year 2026 Meeting Schedule
16. Other Business
17. Adjournment

MINUTES

**MINUTES OF THE ANNUAL MEETING
OF THE BOARD OF SUPERVISORS
OF VALENCIA WATER CONTROL DISTRICT**

May 13, 2025

The annual meeting of the Board of Supervisors of **VALENCIA WATER CONTROL DISTRICT** was held at 1:00 P.M. on Tuesday, May 13, 2025, at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, Florida. Physically present were Supervisors Roy Miller, Debra Donton, Achal Aggarwal and Bill Argus. Also, in attendance were the following: George Flint, District Director; Stephen Broome, District Counsel; Stacie Vanderbilt, District Administrative Assistant; David Mahler, District Engineer; Dan Brown, Sthern Environmental; Robert Szozda, GMS-CF; Tim Hay, Big Sand Lake HOA; Richard Rampi, Big Sand Lake HOA; and residents.

ITEM #1

Call Meeting to Order

Mr. Flint called the meeting to order at 1:01 P.M. A quorum of three Board members were present.

ITEM #2

Public Comment Period

Mr. Flint stated we have representatives from the Big Sand Lake HOA here to provide a presentation.

Mr. Hay introduced himself and Mr. Rampi to explain their proposal for flooding issues in their community.

Mr. Rampi provided handouts to the Board of his dock behind his home and went through the presentation showing the lake in 1996 and 2007, indicating the water rises more and more over the years. He stated after the most recent hurricane, they have concerns that a catastrophic loss is eminent if nothing is done.

Mr. Hay stated we are trying to get ahead of a disaster. He showed a graph of the lake levels rising since the 1960s, nothing that they never go back down. There are two drain wells that are supposed to drain the lake.

Mr. Rampi added there has been a lot of development since COVID so that is adding to the ingress.

Mr. Hay stated there is a new outfall but it hasn't done much, they are working with Orange County on the issue. He stated it makes sense to draw it down, pumping it down ahead of any rain or storm events to prevent flooding. He stated that they are only allowed to draw it down to 96.8 feet and didn't understand why. He was not sure what permission is needed, like a permit, to draw down to 91 or 89 feet.

Mr. Flint stated that he and the District Engineer will be happy to cooperate with Orange County if they approve any changes so much as it doesn't over exert the District's AMIL gates or exceed the 62 CFS.

Mr. Mahler stated if they are looking at a permanent solution to pump water continually, it will have to be discussed and researched on the long-term effects.

A brief discussion between the Board and Mr. Hay ensued.

Mr. Rampi stated that the County installed a flow meter and asked the Board if they would like access to the data logs.

Ms. Finkelstein stated she is a resident here on behalf of the District and asked if the Big Sand Lake HOA gets approved to pump the lake, would it have any effect on the District waterways.

Mr. Flint responded that they would have to apply for permits before any construction could start and would have to meet requirements before approval.

ITEM #3

Organizational Matters

A. Appointment of Individual to Fulfill Vacancy with Term Ending June 2029

Mr. Flint stated there is currently a vacancy with a term ending June 2029, previously held by Amanda Whitney. It is up to the Board to decide who to nominate and appoint to the seat.

On MOTION by Mr. Aggarwal, seconded by Ms. Donton, with all in favor Mr. Bill Argus was appointed to fulfill the vacancy with a term ending June 2029.

Mr. Broome administered the Oath of Office to Mr. Argus.

B. Appointment of District Deputy Secretary

Mr. Flint stated Sea On MOTION by Ms. Donton, seconded by Mr. Aggarwal, with all in favor Bill Argus was appointed a District Deputy Secretary.

ITEM #4**Approval of March 11, 2025 Minutes**

Mr. Flint stated the next item was the minutes from the March 11, 2025 meeting. He noted there is an edit that needs to be made and recommended approval after that fix.

On MOTION by Mr. Aggarwal, seconded by Ms. Donton, with all in favor the Minutes from the March 11, 2025 Monthly Meeting, were approved, as amended.

ITEM #5**General Fund Financial Reports**

Mr. Flint went through the financials with the Board and noted everything is in order. He stated assessments are 78% collected and the transfer to Capital Reserve will be made after assessments are fully collected. There being no questions from the Board,

ITEM #6**Engineer's Report**

Mr. Mahler stated he there are no new permits today but an upcoming project will have to submit a permit for approval.

ITEM #7**Attorney's Report**

Mr. Broome had nothing new to report to the Board.

ITEM #8**Budget Hearing for Fiscal Year 2026;
Proof of Publication and Tax Levy
Resolution**

Mr. Flint stated there is no proposed increase in assessments and there are no significant changes since the proposed budget was presented. It has been updated with actuals and the CIP history will be updated after it is reviewed by the District Engineer. He asked for public comment and there being none,

On MOTION by Ms. Donton, seconded by Mr. Aggarwal, with all in favor the Fiscal Year 2026 Budget and Tax Levy Resolution was adopted, as presented.

ITEM #9**Director's Report****A. Customer Call Log**

Mr. Flint reviewed the log with the Board. He noted for the calls about mowing, the contract has been modified to include additional mowings on April 15th and November 1st. They mow twice a month May through October. There was a call from someone creating a well on their property and they were directed to Orange County. There was a call from someone in Greenbriar asking to fix the fence behind their home, but the District doesn't own the fence.

B. Ratification of Agreement with DiBartolomeo, McBee, Hartley & Barnes, P.A. for Auditing Services for the Fiscal Year 2024

On MOTION by Ms. Donton, seconded by Mr. Aggarwal, with all in favor the Agreement with DiBartolomeo, McBee, Hartley & Barnes, P.A. for Auditing Services for the Fiscal Year 2024, was ratified.

C. Review and Approval of Updated Bid Specifications for C-10 Canal Bank Restoration Project and Authorization to Bid

Mr. Flint reviewed the proposal with the Board and asked for a motion to approve the specifications. The results would be brought back for review and selection of a vendor.

On MOTION by Ms. Donton, seconded by Mr. Aggarwal, with all in favor the Updated Bid Specifications for C-10 Canal Bank Restoration Project was approved and staff was authorized to bid.

D. Review and Consideration of Bid Summary for Tree Trimming and Removal

- i. **Brightview**
- ii. **EnviroTree**
- iii. **Sthern Environmental**

Mr. Flint stated the revised bid tabulation, handed out, showed pricing for each section needing work and a grand total for all areas. Brightview came in as the lowest bidder for all areas at \$64,800.00. He recommended getting all the areas done that are the worst right away.

On MOTION by Mr. Aggarwal seconded by Ms. Donton, with all in favor Brightview was selected to do Tree Trimming and Removal.

ITEM #10

Other Business

A. Acknowledgement of Nomination (5-Year term held by William Ingle; Remainder of 1-Year term held by Achal Aggarwal; Remainder of 4-Year term held by Bill Argus)

Mr. Flint acknowledged the seats that are up for election. For the 5-Year term held by William Ingle, Debra Donton nominated William Ingle and Donna Finkelstein nominated herself. For the remainder of the 1-Year term held by Achal Aggarwal, Bill Argus nominated Achal Aggarwal. For the remainder of the vacant term ending June 2029, Achal Aggarwal nominated Bill Argus.

Mr. Flint stated nominated names will be placed on the ballots.

B. Appoint Proxy Agent

Mr. Flint stated that Mr. Broome has served as the proxy agent in previous elections.

On MOTION by Mr. Aggarwal seconded by Mr. Argus, with all in favor Stephen Broome was appointed the proxy agent.

C. Establish Annual Landowners' Meeting Date – June 30, 2025

On MOTION by Mr. Aggarwal seconded by Ms. Donton, with all in favor the Annual Landowners' Meeting was established for June 30, 2025 at 1:00 PM at the Lake Ridge Village Clubhouse.

ITEM #11

Adjournment

On MOTION by Ms. Donton, seconded by Mr. Aggarwal, the meeting was adjourned at 1:50 pm.

Stephen F. Broome, Secretary

Roy Miller

William Von Ingle

Debra Donton

Achal Aggarwal

Bill Argus

SECTION XII

Valencia
Water Control District

Unaudited Financial Reporting
May 31, 2025



Table of Contents

1	Balance Sheet
2-3	General Fund Income Statement
4	Capital Reserve Fund
5	Month to Month
6	Assessment Receipt Schedule

Valencia
Water Control District
Balance Sheet
May 31, 2025

	<i>General Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
<i>Current Assets</i>			
Cash - Truist Bank	\$ 442,334	\$ 139,648	\$ 581,982
Petty Cash	100	-	100
Investment:			
State Board of Administration	45,577	1,123,676	1,169,253
Total Current Assets	\$ 488,010	\$ 1,263,324	\$ 1,751,335
<i>Fixed Assets</i>			
Land	\$ 700,120	\$ -	\$ 700,120
Structures	672,531	-	672,531
Canals	2,888,690	-	2,888,690
Ponds	1,245,537	-	1,245,537
Equipment & Office Furniture	6,703	-	6,703
Accumulated Depreciation	(4,796,941)	-	(4,796,941)
Total Fixed Assets	\$ 716,640	\$ -	\$ 716,640
Total Assets	\$ 1,204,651	\$ 1,263,324	\$ 2,467,975
Liabilities:			
Accounts Payable	\$ 22,373	\$ -	\$ 22,373
Total Liabilities	\$ 22,373	\$ -	\$ 22,373
Fund Balances:			
Unassigned	\$ 465,637	\$ 1,263,324	\$ 1,728,962
Net Assets Capitalized	716,640	-	716,640
Total Fund Balances	\$ 1,182,277	\$ 1,263,324	\$ 2,445,602
Total Liabilities & Fund Equity	\$ 1,204,651	\$ 1,263,324	\$ 2,467,975

Valencia

Water Control District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending May 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/25	Thru 05/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 617,665	\$ 534,749	\$ 534,749	\$ -
Interest	2,000	1,333	1,405	72
Total Revenues	\$ 619,665	\$ 536,083	\$ 536,155	\$ 72
Expenditures:				
Administrative:				
Supervisor Fees	\$ 2,500	\$ 1,667	\$ 350	\$ 1,317
Engineering Fees	37,200	24,800	33,580	(8,780)
Attorney Fees	12,000	8,000	8,000	-
Annual Audit	5,200	-	-	-
Assessment Roll Certification	5,250	5,250	5,250	-
Management Fees	55,944	37,296	37,296	-
Information Technology	1,890	1,260	1,260	-
Website Maintenance	1,260	840	840	-
Insurance	14,975	14,975	14,158	817
Report Preparation - NPDES	15,000	10,000	7,424	2,576
Office Lease/Storage	3,000	2,000	1,506	494
Printing & Binding	500	333	220	113
Postage	600	400	234	166
Legal Advertising	2,500	1,667	375	1,292
Bank Fees	600	400	343	57
Other Current Charges	400	267	-	267
Office Supplies	350	233	42	191
Election Fees	5,500	-	-	-
Meeting Rental Fee	500	333	100	233
Dues, Licenses & Subscriptions	2,175	175	175	-
Total Administrative:	\$ 167,344	\$ 109,896	\$ 111,154	\$ (1,258)
Operations & Maintenance				
Contracts:				
Aquatic Weed Control	\$ 45,651	\$ 30,434	\$ 21,814	\$ 8,620
Mowing	130,000	50,792	50,792	-
Tree Trimming	40,000	26,667	-	26,667
Water Quality Monitoring	19,746	13,164	13,164	-
Repairs & Maintenance:				
Canal & Retention Pond Maintenance	20,000	13,333	24,166	(10,833)
Security Gates & Signs	750	500	-	500
NPDES Inspection & Fees	6,000	4,000	1,875	2,125
Operating Supplies	500	333	-	333
Contingency	2,500	1,667	-	1,667
Total Operations & Maintenance:	\$ 265,147	\$ 140,890	\$ 111,811	\$ 29,079

Valencia

Water Control District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending May 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/25	Thru 05/31/25	Variance
<u>Capital Improvements</u>				
Transfer Out - Capital Reserve	\$ 187,174	\$ -	\$ -	\$ -
Total Reserves	\$ 187,174	\$ -	\$ -	\$ -
Total Expenditures	\$ 619,665	\$ 250,786	\$ 222,965	\$ 27,821
Excess Revenues (Expenditures)	\$ -		\$ 313,190	
Fund Balance - Beginning	\$ -		\$ 152,448	
Fund Balance - Ending	\$ -		\$ 465,637	

Valencia

Water Control District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending May 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/25	Thru 05/31/25	Variance
Revenues:				
Transfer In	\$ 187,174	\$ -	\$ -	\$ -
Interest	45,000	30,000	34,195	4,195
Total Revenues	\$ 232,174	\$ 30,000	\$ 34,195	\$ 4,195
Expenditures:				
Contingency	\$ 500	\$ 333	\$ 332	\$ 1
Capital Outlay	70,461	46,974	66,600	(19,626)
Total Expenditures	\$ 70,961	\$ 47,307	\$ 66,932	\$ (19,625)
Excess Revenues (Expenditures)	\$ 161,214	\$ (17,307)	\$ (32,737)	
Fund Balance - Beginning	\$ 1,239,466		\$ 1,296,061	
Fund Balance - Ending	\$ 1,400,680		\$ 1,263,324	

Valencia
Water Control District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 20,850	\$ 224,516	\$ 30,642	\$ 134,024	\$ 49,567	\$ 15,629	\$ 59,521	\$ -	\$ -	\$ -	\$ -	534,749
Interest	190	178	180	176	159	176	170	176	-	-	-	-	1,405
Total Revenues	\$ 190	\$ 21,028	\$ 224,696	\$ 30,818	\$ 134,182	\$ 49,743	\$ 15,799	\$ 59,698	\$ -	\$ -	\$ -	\$ -	536,155
Expenditures:													
Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ -	350
Engineering Fees	2,165	4,363	2,945	6,368	2,100	6,905	4,460	4,275	-	-	-	-	33,580
Attorney Fees	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	-	-	-	8,000
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Roll Certification	5,250	-	-	-	-	-	-	-	-	-	-	-	5,250
Management Fees	4,662	4,662	4,662	4,662	4,662	4,662	4,662	4,662	-	-	-	-	37,296
Information Technology	158	158	158	158	158	158	158	158	-	-	-	-	1,260
Website Maintenance	105	105	105	105	105	105	105	105	-	-	-	-	840
Insurance	14,158	-	-	-	-	-	-	-	-	-	-	-	14,158
Report Preparation - NPDES	3,389	650	693	1,663	-	1,030	-	-	-	-	-	-	7,424
Office Lease/Storage	251	251	251	251	251	251	-	-	-	-	-	-	1,506
Printing & Binding	24	-	-	-	59	-	138	-	-	-	-	-	220
Postage	26	6	3	6	31	3	154	5	-	-	-	-	234
Legal Advertising	-	-	-	-	-	167	208	-	-	-	-	-	375
Bank Fees	41	41	41	40	44	44	50	44	-	-	-	-	343
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	13	0	0	2	13	0	13	0	-	-	-	-	42
Election Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Meeting Rental Fee	-	-	-	-	-	50	-	50	-	-	-	-	100
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total Administrative:	\$ 31,416	\$ 11,234	\$ 9,857	\$ 14,254	\$ 8,423	\$ 14,575	\$ 10,947	\$ 10,448	\$ -	\$ -	\$ -	\$ -	111,154
Operations & Maintenance													
Contracts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Aquatic Weed Control	2,554	2,554	2,554	2,554	2,554	2,554	3,934	2,554	-	-	-	-	21,814
Mowing	19,556	5,595	-	-	-	-	5,595	20,047	-	-	-	-	50,792
Tree Trimming	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Quality Monitoring	1,646	1,646	1,646	1,646	1,646	1,646	1,646	1,646	-	-	-	-	13,164
Repairs & Maintenance:													
Canal & Retention Pond Maintenance	1,000	5,384	12,782	1,000	1,000	1,000	1,000	1,000	-	-	-	-	24,166
Security Gates & Signs	-	-	-	-	-	-	-	-	-	-	-	-	-
NPDES Inspection & Fees	-	-	1,875	-	-	-	-	-	-	-	-	-	1,875
Operating Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Field Operations:	\$ 24,756	\$ 15,178	\$ 18,857	\$ 5,200	\$ 5,200	\$ 5,200	\$ 12,174	\$ 25,247	\$ -	\$ -	\$ -	\$ -	111,811
Capital Improvements													
Transfer Out - Capital Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 56,172	\$ 26,413	\$ 28,714	\$ 19,453	\$ 13,622	\$ 19,774	\$ 23,121	\$ 35,695	\$ -	\$ -	\$ -	\$ -	222,965
Excess Revenues (Expenditures)	\$ (55,982)	\$ (5,385)	\$ 195,982	\$ 11,365	\$ 120,560	\$ 29,969	\$ (7,322)	\$ 24,003	\$ -	\$ -	\$ -	\$ -	313,190

Valencia
Water Control District
Special Assessment Receipts
Fiscal Year 2025

Gross Assessments	\$	650,173.36	\$	650,173.36
Net Assessments	\$	617,664.69	\$	611,162.96

ON ROLL ASSESSMENTS

							100.00%	100.00%
<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>Total</i>
11/6/24	1	\$2,518.20	\$23.99	\$119.41	\$0.00	\$2,374.80	\$2,374.80	\$2,374.80
11/13/24	2	\$2,503.79	\$24.04	\$100.27	\$0.00	\$2,379.48	\$2,379.48	\$2,379.48
11/22/24	3	\$16,935.73	\$162.58	\$677.90	\$0.00	\$16,095.25	\$16,095.25	\$16,095.25
12/04/24	4	\$74,707.68	\$717.18	\$2,989.85	\$0.00	\$71,000.65	\$71,000.65	\$71,000.65
12/11/24	5	\$110,507.43	\$1,060.87	\$4,420.17	\$342.92	\$105,369.31	\$105,369.31	\$105,369.31
12/18/24	6	\$50,659.19	\$486.33	\$2,026.67	\$0.00	\$48,146.19	\$48,146.19	\$48,146.19
01/13/25	7	\$32,242.41	\$309.52	\$1,290.45	\$0.00	\$30,642.44	\$30,642.44	\$30,642.44
02/12/25	8	\$141,024.28	\$1,353.77	\$5,646.96	\$0.00	\$134,023.55	\$134,023.55	\$134,023.55
03/12/25	9	\$52,142.39	\$500.68	\$2,074.27	\$0.00	\$49,567.44	\$49,567.44	\$49,567.44
04/11/25	10	\$16,424.82	\$157.87	\$638.03	\$0.00	\$15,628.92	\$15,628.92	\$15,628.92
05/13/25	11	\$62,141.96	\$601.23	\$2,019.29	\$0.00	\$59,521.44	\$59,521.44	\$59,521.44
06/12/25	INT	\$0.00	\$0.00	\$0.00	\$9,387.34	\$9,387.34	\$9,387.34	\$9,387.34
06/13/25	12	\$6,766.64	\$66.07	\$161.13	\$1.97	\$6,541.41	\$6,541.41	\$6,541.41
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
TOTAL		\$ 568,574.52	\$ 5,464.13	\$ 22,164.40	\$ 9,732.23	\$ 550,678.22	\$ 550,678.22	\$ 550,678.22

90.10%	Net Percent Collected
\$ 60,484.74	Balance Remaining to Collect

SECTION XIII

SECTION A

SECTION 00410

BID FORM

PART 1 GENERAL

1.01 Description

The following Bid, for the (1) Valencia Water Control District / C-10 Canal Bank Restoration is hereby made to (2) Valencia Water Control District, hereafter called the Owner. This Bid is submitted by (3) Cathcart Construction Company - Florida, LLC

1056 Willa Springs Drive, Winter Springs, Florida 32708

407-629-2900

(1) *Name of Project as shown in the Invitation for Bids*

(2) *Owner*

(3) *Name, address, and telephone number of Bidder*

1.02 The Undersigned:

A. Acknowledges receipt of:

1. Project Manual and Drawings identified within the Project Manual.

2. Addenda:	Number	<u>1</u>	Dated	<u>6/2/25</u>
	Number	<u> </u>	Dated	<u> </u>
	Number	<u> </u>	Dated	<u> </u>
	Number	<u> </u>	Dated	<u> </u>

B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for 90 calendar days after the bid opening date.

2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

3. To enter into and execute a contract with the Owner, if awarded on the basis of this Bid, and to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the Instructions to Bidders.

4. To accomplish the work in accordance with the Contract Documents.

5. To begin work not later than 10 days after the issuance of a Notice to Proceed, unless otherwise provided, and substantially complete the work

within 180 calendar days of the date of the Notice to Proceed. Final completion shall be 30 days thereafter.

6. To accept the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

1.03 Lump Sum Price

The undersigned will construct this project for the Base Bid Lump Sum Price of \$ Four Hundred Ninety-One Thousand Eight Hundred Nine Dollars

Provided as number value \$ 491,809.00

1.04 Schedule of Values

The Bidder hereby indicates the following total units and total prices which represent all mobilization/demobilization, all required materials, labor, equipment, performance of all operations relative to construction of the project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits. Work for which there is not a listed item below shall be considered incidental to the Contract and shall be covered under the lump sum total price indicated in 1.03 above, and no additional compensation will be allowed.

ITEM	UNIT	QUANTITY	TOTAL PRICE
Valencia Water Control District / C-10 Canal Bank Restoration			
1. Mobilization	LS	1	\$49,000.00
2. Preconstruction Video	LS	1	\$2,400.00
3. Site Layout and Survey	LS	1	\$7,400.00
4. Traffic Control	LS	1	\$31,000.00
5. Certified As-Builts (Record Drawings)	LS	1	\$5,750.00
6. Erosion and Sediment Control	LS	1	\$21,000.00
7. Clearing and Grubbing	LS	1	\$62,000.00
8. Floating Turbidity Barrier	LS	1	\$4,500.00
9. Regular Excavation/Earthwork	LS	1	\$47,000.00
10. Trench Boxes	LS	1	\$25.00
11. Canal Excavation & North Bank Restoration	LS	1	\$97,422.00
12. Fill Material (Purchase/Transport)	CY	559	\$11,180.00
13. Fill Material (Install/Grading/Compacting)	CY	559	\$49,192.00
14. Bank Stabilization (Armor or Approved Equal)	SY	270	\$53,190.00
15. Rip Rap Rubble (FDOT 530.1.2.3)	CF	1200	\$18,000.00
16. Remove/Replace Sidewalk	LF	80	\$14,000.00
17. Sodding	LS	1	\$18,750.00
Total Lump Sum Price			\$491,809.00

1.05 Miscellaneous Requirements and Affirmations

- A. Proposals (Bids) must be on the Bid Form.

B. I have attached the required Bid Security to this Bid.

C. I have attached the required Statement in connection with the Trench Safety Act.

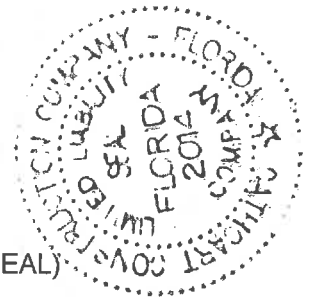
1.06 RESPECTFULLY SUBMITTED, signed and sealed this 11 day of June
2025.

Cathcart Construction Company - Florida, LLC
Contractor

By (Signature) 6/11/25
Date

Matt Blanton / President
Printed Name and Title
1056 Willa Springs Drive
Business Address
Winter Springs, Florida 32708
City State Zip Code
407-629-2900 321-203-4900
Telephone No. Facsimile No.
mblanton@cathcartconstructioncompany.com
E-Mail Address

(CORPORATE SEAL)



ATTEST:

By (Signature) 6/11/25
Date

Ryan McClellan / Asst. Secretary
Printed Name and Title

END OF SECTION

SECTION 00420

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, (1) Cathcart Construction Company - Florida, LLC, as Principal, and (2) United Fire & Casualty Company, as Surety, are hereby and firmly bound unto (3) Valencia Water Control District, as Owner, in the penal sum of (4) Five Percent of Amount Bid Dollars (\$5% _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to (3) Valencia Water Control District a certain Bid for (5) C-10 CANAL BANK RESTORATION, attached hereto and hereby made a part hereof.

- 1) *Bidder*
- 2) *Surety*
- 3) *Owner*
- 4) *Amount of Bond as Required in the Instructions to Bidders*
- 5) *Name of Project as Shown in Invitation for Bids*

NOW, THEREFORE,

- A. If said Bidder shall be in rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver the Agreement (properly completed in accordance with the Bidding Documents), and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby give waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers.

Signed and sealed this 12th day of June, 2025

ATTEST:

[Signature]
By (Principal Officer)

Ryan McClellan / Asst. Secretary
Typed Name and Title

(CORPORATE SEAL)

Cathcart Construction Company - Florida, LLC
Principal

By (Signature of Officer)

Matt T. Blanton, President

Typed Name and Title

1056 Willa Springs Drive

Address

Winter Springs, FL 32708

City, State, Zip

United Fire & Casualty Company

Surety

By:

Jeffrey W. Reich
Attorney-in-Fact

Jeffrey W. Reich, Attorney-in Fact & Florida

Typed Name and Title

Licensed Resident Agent

Inquiries: 407-786-7770

PO Box 73909

Address

Cedar Rapids, IA 52407-3909

City, State, Zip

319-399-5700

Telephone No.

319-399-5425

Facsimile No.

[Signature]
By

Kelly Moulton, Witness

Typed Name and Title

(SEAL)

END OF SECTION



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of January, 2023

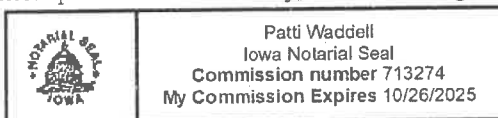


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

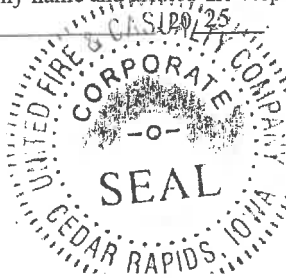
On 24th day of January, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 12th day of June 2025



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

SECTION 00430

TRENCH SAFETY STATEMENT FORM

Bidder acknowledges that included in the various items of the proposal contained on the Bid Form are costs for complying with the Florida Trench Safety Act (FS 553.60-553.64). The Bidder further identifies the cost of compliance with the applicable trench safety standards for the project as follows (Bidder to attach additional sheets as necessary to identify all costs):

	Trench Safety Measure (Description)	Units of Measure (LF, SF, SY)	Unit Quantity	Unit Cost	Extended Cost
A	Trench Boxes	LS	1	\$100.00	\$100.00
B	Benching/Sloping	LS	1	\$15,625.00	\$15,625.00
C	Ladders	LS	1	\$500.00	\$500.00
D					
E					
F					
TOTAL					\$16,225.00

The total cost shown herein is already included in the various items on the Bid Form and is not additional to the pricing shown on the Bid Form.

Bidder, by signature below, assures that the contractor performing trench excavating will comply with the applicable Trench Safety Standards.

Submitted, signed and sealed this 11 day of June, 2025.


Cathcart Construction Company - Florida, LLC

Bidder

Signature

Matt Blanton / President

Printed Name and Title

ATTEST:



Signature Ryan McClellan / Asst. Secretary

6/11/25

Date

(SEAL)

END OF SECTION

00430-1

ADDENDUM NO. 1
June 2, 2025

CONTRACT DOCUMENTS
for
Valencia Water Control District
C-10 Canal Bank Restoration and Bid No. 1

ISSUED BY

CPH, INC.

To: Prospective Bidders and other Concerned Parties

This Addendum No. 1 to the Plans, Specifications, and Contract Documents for the C-10 Canal Bank Restoration and Bid No. 1 is hereby declared a part of the Original Contract Documents. This addendum shall be incorporated within the Contract Documents and have the same force and effect as if part of the original documents, and in case of conflict, this Addendum No. 1 shall govern.

This Addendum consists of a total of 13 pages.

CHANGES TO THE PROJECT MANUAL:

1. Section 00410, "Bid Form": Remove this section in its entirety and replace it with the attached revised section 00410, "Bid Form".
2. Section 01270, "Measurement and Payment": Remove this section in its entirety and replace it with the attached revised section 01270, "Measurement and Payment".

CHANGES TO THE DRAWINGS:

3. Sheet C-3, "Site Plan" Remove this sheet in its entirety and replace it with the attached revised sheet C-3, "Site Plan".
4. Sheet C-4, "Cross Section" Remove this sheet in its entirety and replace it with the attached revised sheet C-4, "Cross Section".

ADDENDUM NO. 1
June 2, 2025

5. Sheet C-5, "Slope Stabilization Mat Detail" Remove this sheet in its entirety and replace it with the attached revised sheet C-5, "Slope Stabilization Mat Detail".

END OF ADDENDUM NO. 1

**Request for Taxpayer
Identification Number and Certification**

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

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

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

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Cathcart Construction Company - Florida, LLC	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 1056 Willa Springs Drive	Requester's name and address (optional)
6 City, state, and ZIP code Winter Springs, FL 32708	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
<input type="text"/>	<input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 6/1/25
------------------	--	--------------------

General Instructions

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

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

What's New

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

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

Purpose of Form

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



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

CATHCART, JOHN THOMAS

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

LICENSE NUMBER: CGC051005

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CATHCART, JOHN THOMAS

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

LICENSE NUMBER: CUC057230

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

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.





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

March 17, 2025

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

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:

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

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

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

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification>

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

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

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

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

Filing Information

Document Number	L14000021124
FEI/EIN Number	46-4740152
Date Filed	02/06/2014
State	FL
Status	ACTIVE
Last Event	LC DISSOCIATION MEM
Event Date Filed	05/16/2014
Event Effective Date	NONE

Principal Address

1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Changed: 04/29/2022

Mailing Address

PO BOX 195788
WINTER SPRINGS, FL 32708

Registered Agent Name & Address

CATHCART, DAVID
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Name Changed: 04/26/2015

Address Changed: 04/29/2022

Authorized Person(s) Detail

Name & Address

Title MGR, President

BLANTON, MATT
PO BOX 195788
WINTER SPRINGS, FL 32719

Title MGR

CATHCART, DAVID
PO BOX 195788
WINTER SPRINGS, FL 32719

Title Manager, CEO, Secretary, Attestations

Cathcart, John
2564 Connection Point
Oviedo, FL 32765

Title Asst. Secretary, FOR ATTESTATIONS ONLY

MCCLELLAN, RYAN
1056 WILLA SPRINGS DRIVE
Winter Springs, FL 32708-5214

Annual Reports

Report Year	Filed Date
2023	03/15/2023
2024	03/14/2024
2025	05/06/2025

Document Images

05/06/2025 – ANNUAL REPORT	View image in PDF format
03/14/2024 – ANNUAL REPORT	View image in PDF format
03/15/2023 – ANNUAL REPORT	View image in PDF format
04/29/2022 – ANNUAL REPORT	View image in PDF format
04/22/2021 – ANNUAL REPORT	View image in PDF format
08/18/2020 – ANNUAL REPORT	View image in PDF format
04/29/2019 – ANNUAL REPORT	View image in PDF format
04/29/2018 – ANNUAL REPORT	View image in PDF format
03/30/2017 – ANNUAL REPORT	View image in PDF format
04/14/2016 – ANNUAL REPORT	View image in PDF format
04/26/2015 – ANNUAL REPORT	View image in PDF format
05/16/2014 – CORLCDSMEM	View image in PDF format
02/06/2014 – Florida Limited Liability	View image in PDF format



SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/25

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

Account #: 157615

REGULATED
License # - GCG051005
Qualifier- JOHN THOMAS CATHCART

MATTHEW T BLANTON (OFFICER)

Receipt #: 40222024091200291

Amount Paid: \$ 45.00

Date Paid: 09/12/2024

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

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

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

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

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

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

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

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

● Active Registration

Unique Entity ID: MHV9M8ZKK619	Doing Business As: (blank)	Expiration Date Mar 19, 2026
CAGE/NCAGE: 740Y3	Physical Address: 2564 CONNECTION PT OVIEDO, FL 32765-9086 USA	Purpose of Registration: All Awards



A Safety Company That Builds Infrastructure Projects

**1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900**

References

Trey Sisk
Construction Project Manager
TSisk@altamonte.org
City of Altamonte Springs
950 Calabria Drive
Altamonte Springs, FL 32714
(407) 571-8572

Jay Morris, P.E.
Vice President
jmorris@cphcorp.com
CPH Inc.
1117 E Robinson St.
Orlando, FL 32801
(407) 797-6211

Jon C. Williams
City Manager
jwilliams@cwgd.com
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
(407) 656-4111 ext. 2263

Robert T. Masiku
Design & Construction Manager
Robert.Masiku@kissimmee.gov
City of Kissimmee
101 Church Street, Suite 301
Kissimmee, Florida 34741
(407) 518-2174

Alan Oyler, P.E.
Project Manager II
alan.oyler@cityoforlando.net
City of Orlando
400 S. Orange Ave.
Orlando, FL 32801
(407) 246-2573

Steve Cockerham
Engineer Manager / Vice President
steven.cockerham@neel-schaffer.com
Neel-Schaffer, Inc.
2301 Lucien Way, Suite 300
Maitland, FL 32751
(662) 404-4012

Mike Parker
Public Works Director
mparker@oaklandfl.gov
Town of Oakland
3650 NE 12th Avenue
Oakland Park, FL 33334
(407) 656-1117 ext.2302

Shad M. Smith, P.E.
Director of Public Works / City Engineer
ssmith@longwoodfl.org
City of Longwood
907 E. SR 434
Longwood, FL 32750
(407) 260-3447

Troy Mitchell
Civil Engineer
Troy.mitchell@half.com
Half Associates, Inc.
902 N Sinclair Ave
Tavares, FL 32778
(352) 557-9231





A Safety Company That Builds Infrastructure Projects

**1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900**

Relevant Projects

- 1) East Longwood Phase 2: 7,600 LF of 8" PVC Gravity Sewer, 33 4' Dia. Manholes, 7 Drop Manholes, 2 Conflict Manholes, 132 6" laterals, 95 LF of 4" Force Main, 1 Duplex Pump Station, +130 Septic Abandonment/House Lateral Installations, Collection System Bypass, 13,000 SY of Asphalt Milling, 1,600 TN of Asphalt Paving, and 54 CY of Flowable Fill Grouting.
 - Owner, City of Longwood, 155 W. Warren Avenue, Longwood, FL 32750
 - Najee Hunter / Barnes Ferland and Associates
 - 321.322.1114 / nhunter@bfaenvironmental.com
 - Final Budget - \$6,192,405.48
 - Final Completion – October 2024
 - General Superintendent – Joe Newton
- 2) Hughey and Garland Water Main Replacement: 3400 LF 20", 500 LF of 16", 1000 LF 12", 1000 LF 8", 1240 LF of 6" DIP Water Main, 1500 LF Electrical Duct Bank, 580 LF of 6", 950 LF of 8", and 100 LF of 12" PVC Gravity Sewer, 20,000 SY Roadway Replacement in Downtown Orlando
 - Owner, Orlando Utilities Commission, 100W W Anderson St, Orlando, FL 32801
 - Natalie Urick / Orlando Utilities Commission
 - 321.230.6694 / NUrick@ouc.com
 - Final Budget - \$15,092,683.68
 - Final Completion – December 2024
 - General Superintendent – Joe Newton
- 3) Holly Avenue Streetscapes / Blue Springs Nutrient Reduction: This project included 1 Sanitary Lift Station and 1 Stormwater Lift Station. Pipe systems consisted of 1400LF of 18", 290LF of 24", 1000LF of 30", and 440LF of 36" RCP, 54 Storm Structures, 550LF of 6", 275LF of 8", 2682LF of 10", and 38LF of 12" PVC Gravity Sewer, 7 Sanitary Manholes, 550LF of 6", 1787LF of 8", and 1958LF of 10" PVC Sanitary Force Main, as well as 60LF of 4", 275LF of 6", and 6870LF of 8" RWM. Restoration included 4800SY of Asphalt Milling,



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

- Owner, Orange City, 205 E Graves Avenue Orange City, FL 32763
- Mariluz Diaz / Orange City
 - 386.775.5472 / mdiaz@orangecityfl.gov
- Final Budget - \$6,285,723
- Final Completion – March 2025
- General Superintendent – Joe Newton

- 4) 9th Street Gravity Sewer & Force Main: This project was a gravity sewer, watermain, and force main improvement project. The force main improvements involved 2155 LF of directional drilling 24" HDPE, 80 LF of 20" force main installed by Jack & Bore, 2272 LF of open cut 20" PVC force main, grout filling 7000 LF of old force main. Water main included 2000 LF of various sizes of pipe ranging from 6" to 12" including multiple fittings, gate valves, and services. Gravity sewer included approximately 1000 LF of various sizes of pipe ranging from 8" to 15", 120 LF of 12" gravity sewer installed by Jack & Bore, and 9 manholes. Over 3000 SY of asphalt paving and approximately 600 SY of concrete sidewalk was needed in the restoration of the project.

- Owner, City of Winter Garden, 300 West Plant St, Winter Garden, FL 34787
- Jim Monahan / City of Winter Garden
 - 407.840.0276 / jmonahan1@cwgd.com
- Final Budget - \$4,273,086.94
- Final Completion – June 2020
- General Superintendent – Joe Newton

- 5) Hull Avenue Septic to Sewer: 3300LF of 8" sanitary sewer, 14 manholes, 1300LF of 6" laterals, 2500 LF of laterals on private property, 44 septic abatements, and 3800SY of Roadway restoration.

- Owner, Town of Oakland, 230 N. Tubbs Street, Oakland, FL 34760
- Mike Parker / Public Works Director
 - 407.656.1117 ext.2302 / mparker@oaklandfl.gov
- Final Budget - \$1,242,986
- Final Completion – April 2022
- General Superintendent – Justin Williams

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



- Owner, City of Eustis, 10 N. Grove Street, Eustis, FL 32727-0068
 - Daniel Millan / City of Eustis
 - (352) 483-5480 ext. 3105 / MillanD@Eustis.org
 - Final Budget - \$3,947,720.00
 - General Superintendent – Joe Newton
- 7) Orange City Phase 1 and Phase 1 A Nutrient Reduction: 2 Sanitary Lift Station, 5800 LF of Gravity Sewer, 1500 LF of Force Main, 13,600 SY of Roadway
- Owner, Orange City, 205 E Graves Avenue Orange City, FL 32763
 - Mariluz Diaz / Orange City
 - 386.775.5472 / mdiaz@orangecityfl.gov
 - Final Budget - \$4,152,748
 - General Superintendent – Joe Newton
- 8) City of Orlando Continuing Contract / Orlando Water Reclamation Division: Continuing Contract for Removal and Replacement and upsizing Sanitary Sewer Lines, +-11,000 LF of 8, 10, 12, 15, 18, 21 and 24" Gravity Sewer throughout the City of Orlando
- Owner, City of Orlando, 400 South Orange Ave., Orlando, FL 32801
 - Charlie Conklin P.E. / City of Orlando
 - 321.229.0310 / Charlie.Conklin@cityoforlando.net
 - Final Budget - ~\$16,700,000
 - General Superintendent – Justin Williams
 - General Superintendent – Joe Newton
- 9) Hillview/Mathews Road 30" FM Remove and Replace: Remove and Replace 1650 LF of 30" Forcemain, 1700 LF of Bypass, completed on a Thanksgiving Weekend
- Owner, City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs FL 32701
 - Trey Sisk / Construction Manager
 - 407.571.8572 / TSisk@altamonte.org
 - Final Budget - \$625,000.00
 - General Superintendent – Joe Newton
- 10) Service Area 3 Watermain Rehab Ph. 2 – Installation of 5,980LF of 6" and 1,790LF of 8" DR-18 PVC via open cut. 150LF of 8" HDPE and 140LF of 10" HDPE were installed via HDD. Restoration included 2,190SY of driveway/sidewalk repair, 5,756CY of import fill to replace unsuitable material, and 1,260 SY of asphalt milling and resurfacing.
- Owner, City of Wauchula, 126 South 7th Avenue, Wauchula, FL 33873
 - John Eason / Deputy City Manager
 - (863) 773-3131 / jeason@cityofwauchula.com
 - Final Budget - \$2,497,830.00



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

11) Water System Main Line Connections – Installation of 550LF of 6", 185LF of 8", 190LF of 10", and 11,945LF of 12" PVC water mains via open cut and 2,496LF of 12" HDPE via HDD. Grouting included 3,520LF of 6", 2,930LF of 10", and 1,315LF of 12" existing water mains. Restoration included 1,820SY of concrete driveway, 3,075SY of concrete sidewalk, 2,450LF of full depth asphalt restoration and 5,920SY of milling and resurfacing.

- Owner, City of Wauchula, 126 South 7th Avenue, Wauchula, FL 33873
- Todd Mckinnish / Chief Inspector
 - (863) 559-1908 / todd@cityofwauchula.com
- Final Budget - \$5,040,019.83
- Final Completion – November 2024
- General Superintendent – Justin Williams

12) Orange County Force Main R/R East Package 1 – Removal and replacement of 1,290LF 6" and 3,010LF of 8" pipe, abandoning of 1,040LF of 6" in place and the installation of 2,290LF of 6" and 3,010LF of 8" PVC force main. Multiple tapping sleeves and line stop assemblies were necessary and restoration included 462SY of 1.5" asphalt, and 246SY of 4" concrete. A public information officer was used for communication with locals and residents of the affected areas.

- Owner, Orange County, 9150 Curry Ford Road, Orlando, 32825
- James Montalvo / Chief Inspector
 - (407) 254-9793 / James.Montalvo@ocfl.net
- Final Budget - \$2,100,023.28
- Final Completion – August 2024
- General Superintendent – Justin Williams

13) Hicks Avenue Extension - Reconstruction and Extension of Urban Roadway consisting of 13 storm inlets, 8 storm manholes, 114LF of 18", 940 LF of 24", 99LF of 30", and 174LF of 36" RCP. Water utility consisted of 280LF of 4", 130LF of 6", and 430LF of 8" DIP. Restoration and new construction included 1950SY of 4" and 192SY of 6" sidewalk, 1740LF of F curb, 1100LF of HDD conduit, 2200 LF of Fiber Optic, 3 steel mast arms with signalization, and over 760TN of asphalt paving.

- Owner, City of Orlando, 400 South Orange Ave., Orlando, FL 32801
 - Ed Bryant, (407) 637-4898 – edgar.bryant@cityoforlando.net
- Final Budget - \$5,186,077.70
- Final Completion – July 2024
- General Superintendent – Joe Newton



14) Lakeshore Trail Utilities Adjustment Project – This project was a utilities conflict adjustment with water utility consisting of 1100LF of 12" PVC, 780LF of 12" DIP via Open Cut, 550LF of 12" HDPE via HDD, 100LF each of 1" & 2" via HDD, and 1850LF of 24" DIP via Open Cut. RWM consisted of 4300LF of 12" DIP, 2300LF of 16" PVC via Open Cut, 1800LF of 16" HDPE via HDD, and 30" Steel Casing via Jack & Bore. Over 12000LF of pipe was removed and disposed of and over 3000LF of pipe was grout filled. Restoration included 1465Y of asphalt milling and resurfacing as well as 3100SY of full depth asphalt paving.

- Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
 - Jay Morris, Vice President (407) 425-0452 – jmorris@cphcorp.com
- Final Budget - \$7,669,346.72
- Final Completion – July 2024
- General Superintendent – Justin Williams

15) Nolan Road Culvert Improvements – This project consisted of the construction a culvert bridge consisting of 815LF of 18", 58LF of 24", and 210LF of 36" Class III Concrete Pipe Culvert and 49LF of 29"x45" Class HE-III Concrete Pipe Culvert. Demo of the existing bridge/structures were necessary as well as 326CY of excavation and 709 CY of Embankment. Construction also included 9 storm inlets, 4 manholes, concrete traffic railing-bridge with 36" slope, 50LF of guardrail, and 154SY of 6" sidewalk.

- Owner, Seminole County, 100 East First Street, Sanford, Florida 32771
- Ron Ramos, Project Manager / Seminole County
 - (407) 665-5774 / rmos@seminolecountyfl.gov
- Final Budget – \$1,131,318.62
- Final Completion – December 2023
- General Superintendent – Justin Williams

16) Walnut St Force Main – This project was a Force Main extension with 1980 LF of 14" HDPE directional drill and 2680 LF of 12" PVC open cut. The project utilized 10 gate valves, multiple fittings, and a 12" double line stop bypass to make connections. During the project the team was able to work with the owner to extend a directional drill under a roadway and signage for a community center to reduce the restoration cost and save money on the project.

- Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
 - Micah Smart, Engineer II (407) 483-3851 – Msmart@tohowater.com
- Final Budget - \$1,141,109.60
- Final Completion - June 2023
- General Superintendent – Justin Williams



17) Urick St Force Main Extension – This Project was a force main upgrade that replaced 3240 LF of 8" PVC and 4880 LF of 10" PVC via open cut. There was also 680 LF of 10" HDPE and 2120 LF of 12" HDPE installed via directional drill. 19 ARV we needed with the force main install. The restoration required asphalt roadway, concrete sidewalk, and concrete driveways. During the project there was the need to change an open cut portion of the project to a directional drill. This was to save multiple large oak trees that would have been needed to remove if the open cut process was done.

- Owner, City of Fruitland Park, 506 W. Berkman Street Fruitland Park, FL 34731
 - Robb Dicus, Public Works Director (352) 360-6795 – RDicus@fruitlandpark.org
- Final Budget \$2,640,218.00
- Final Completion - March 2023
- General Superintendent – Joe Newton

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

- Owner, City of Leesburg, 501 West Meadow Street, Leesburg FL 34749
 - Ryan Gerdon, Administrative Coordinator (352) 705-0248 – ryan.gerdon@leesburgflorida.gov
- Final Budget – \$543,700.56
- Final Completion – March 2023
- General Superintendent – Joe Newton

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

- Owner, City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs FL 32701



- Trey Sisk, Construction Manager (407) 571-8572 – tsisk@altamonte.org
- Final Budget – \$3,751,287.92
- Final Completion – September 2022
- General Superintendent – Joe Newton

20) Windward Square Service Line Replacement – This project was an improvement to rehabilitate the water main system in the Windward Square complex. The upgrades consisted of 240 services with new services lines, new meters, and meter boxes. The restoration consisted of over 500 SY of sidewalk replacement, 1000 SY of concrete driveways, and sod as needed. A change order was created during the project for additional sidewalk that needed to be replaced. This was due to restoration that was required by the city of Casselberry, but these quantities were not captured in the original scope of work.

- Owner, City of Casselberry – 95 Triplet Lake Drive, Casselberry, FL 32707
 - Jiovani Charres, Utilities Engineer (407) 262-7725 ext 1761 – Jcharres@casselberry.org
- Final Budget – \$2,087,770.00
- Final Completion – May 2023
- General Superintendent – Joe Newton





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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

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



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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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



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

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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

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

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

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



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Approved by:

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



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



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

FL	1
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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

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

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

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



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

SECTION XV

SECTION A

Customer Call Log - Valencia Water Control District							
Date	Name	Subdivision	Address	Issue	Pond/Canal Name	Resolution	Date Resolved
5/14/25	Steven Summers	Lime Tree Village	5113 Twine Street	Resident reached out to HOA management about drainage problem between his home and 5107 and wanted to know if the District could assist with the drain.	C-10 Canal	Mr. Flint advised to the association manager that the District only owns and maintains the canal that runs behind the homes, not any of the drains or culverts that discharge into the canal. He also reached out to the resident to get more information and advise.	5/14/25
5/19/25	Kay Myers	Somerset	Not Provided	Called to understand process of having nuisance alligator removed from waterways. Had a reference number from the FWC.	Somerset Ponds 1 & 2	Ms. Vanderbilt advised that anyone can call the FWC Nuisance Alligator Hotline to report a gator for removal but only the entity that owns the waterway can authorize the trapper to go out. The reference number that they are provided can be given to the District management office and they will handle the authorization. The original caller that reported seeing the gator may be contacted by the trapper when they are out to determine where the gator may be in the water. Ms. Vanderbilt took reference number from resident and authorized trapper to go out.	5/19/25
5/19/25	Jennifer Olsen	Deer Creek Village	5384 Desmond Lane	Reached out to District Director with complaint that mower was blowing large amounts of grass clippings on her lawn after mowing the pond easement. She also called to report the issue. Says she was forced to go outside and clean up all the clippings and is an elder with cancer.	Deer Creek Pond 1A	Mr. Flint reached out to mowing vendor to review the area and report back on the issue so he could get back to the resident on the remedy.	5/19/25
5/19/25	Michele Moradi (HOA Admin)	Parkview Pointe HOA	N/A	Reached out because residents were reporting alligators in the ponds. Wanted to know the course of action.	N/A	Ms. Vanderbilt provided link to the FWC Statewide Nuisance Alligator Program for her records and explained the process to her for reporting the alligator and providing the District representative the reference number for authorization.	5/19/25
6/12/25	John Garcia	Deer Creek Village	5514 Deepdale Drive	Called to inquire if fishing was allowed in the pond behind his home. Is a renter and wasn't sure if there were rules because he is seeing teenagers fishing there daily.	Deer Creek Pond 4	Ms. Vanderbilt advised that the District's waterways were not for recreational use, including fishing, boating, swimming, etc. As far as signage, the reason he may not see one near his home is that they are usually located at points of entry where people may walk or park from the street but there are typically not signs behind the homes. Most likely teenagers are coming from the neighborhood and walking through yards to get to the water. Advised that the resident can call the Orange County Sheriff if he continues to see them fishing in the pond.	6/12/25
6/23/25	Mike Vincent	Waterview Reserve	5309 Shingle Creek Drive	E-mailed several pictures to report that a District's 'No Trespassing' sign was noticed on the ground the same day that 4 teenagers were seen fishing in the pond. Sheriff was called and they were removed. Also reported that large oak tree next to his home in District easement that had low hanging limbs that he was concerned about falling on his house.	Area No. 2 Pond	Mr. Flint reached out to mowing vendor to review the sign and get it placed back in the ground and reached out to tree trimming vendor to review the tree and add to the trimming schedule. Ms. Vanderbilt reported back to the resident that the items were being addressed.	6/23/25

SECTION B

**AGREEMENT FOR THE PROVISION OF TREE AND VEGETATION TRIMMING
SERVICES BETWEEN VALENCIA WATER CONTROL DISTRICT AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

This Agreement (the “Agreement”) is made and entered into this 30th day of May, 2025, by and between the following parties:

Valencia Water Control District, a local unit of special-purpose government established pursuant to Chapter 298, *Florida Statutes*, being situated in Orange County, Florida, and whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

BrightView Landscape Services, Inc., a Florida corporation whose address is 701 Cordisco Way, Sanford, Florida 32771 (the “Contractor”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining drainage systems; and

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to trim trees and vegetation along District canals as described herein in the attached **Exhibit A**, which is incorporated herein by reference (the “Services”); and

WHEREAS, Contractor represents that it is licensed, qualified and capable of providing the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A.** The Contractor agrees to provide the labor, tools and materials necessary for the provision of the Services, including clean-up of the District’s property upon the conclusion of same, all in accordance with the terms of this Agreement and the attached **Exhibit A**.

- B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. While providing the Services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall use industry best practices and procedures when carrying out the Services.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D. The Contractor shall report directly to the District Director or his designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A. As compensation for completion of the Services, excluding the procurement of any necessary governmental and/or regulatory permits that are required to complete the Services, the District agrees to pay the Contractor in accordance with the amounts indicated in **Exhibit A**. The Contractor shall invoice the District upon completion of the Services and the District shall remit payment to the Contractor within thirty (30) days of receipt of such an invoice, or within such earlier time as provided by the Prompt Payment Act.
- B. If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, and the Contractor shall perform such additional work or services as if described and delineated in this Agreement.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, the Services, including labor and materials, provided by the Contractor pursuant to this Agreement shall be warranted for ninety (90) days from the date of the final acceptance of the Services by the District.

SECTION 5. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing fifteen (15) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide fifteen (15) days written notice of termination without cause. Upon any termination of this Agreement, and as the Contractor's sole and exclusive remedy for any termination hereunder, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 6. INSURANCE.

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B. The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars (\$1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 11. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 12. INDEPENDENT CONTRACTOR: In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 13. FINAL AGREEMENT. This instrument shall constitute the final and complete expression between the District and Contractor relating to the subject matter of this Agreement.

SECTION 14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 16. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the parties, as follows:

A. If to District: Valencia Water Control District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Director

With a copy to: Stephen Broome, District Counsel
920 ½ Delaney Ave (mailing P.O. Box 560185)
Orlando, FL 32806

If to the Contractor:

BrightView Landscape Services, Inc.
701 Codisco Way
Sanford, Florida 32771
Attn: Michael Provencher

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall 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 District in a format that is compatible with Microsoft Word or Adobe PDF formats.

If the Contractor has any questions regarding the application of Chapter 119, *Florida Statutes*, to the Contractor's duty to provide public records relating to this Agreement, please contact the District's Custodian of Public Records, George Flint by phone at (407) 841-5524, by email at gflint@gmscfl.com, or by mail at 219 East Livingston Street, Orlando, Florida 32801.

Section 20. Compliance with E-Verify System.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 24. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 25. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.


[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

WITNESS:

VALENCIA WATER CONTROL DISTRICT

By: 
Stacie M. Vanderbilt


District Director

WITNESS:

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: Tanya L. Aliu
Tanya L. Aliu



By: MICHAEL PROVENCHER
Its: TREE CARE MANAGER

Exhibit A: Proposal

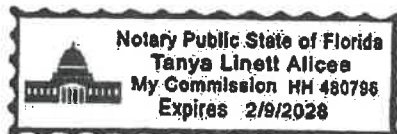


EXHIBIT A

BRIGHTVIEW LANDSCAPE SERVICES

Valencia Water Control District (VWCD) – Tree Trimming and Removal Request for Proposal (RFP).

The Valencia Water Control District is requesting a proposal to trim and remove trees as necessary to allow safe mowing/tractor operation along C-1, C-3, C-4 & C-10 Canals and Area 1 Pond (See attached maps). To meet this objective, the following needs to be completed in these areas:

- Tree removal shall be kept to a minimum. When tree removal is necessary, grind stumps to a minimum of 2" below grade. Trees and limbs that can be sent through a wood chipper/mulched can be discharged onto the canal banks. When not practical, chipped/mulched material shall be captured and disposed of off-site. Tree and limb removal shall be back to the property line of the residents or along the tree line of mature growth (trees > 10") in other areas. Large debris shall be cleaned up with a small loader and hauled away.
- Limbs that are hanging over the VWCD property shall be raised to a minimum of 14'. A minimum of 15' from the water's edge is required for the mower to safely operate.
- Treat invasive species (Brazilian Pepper) stumps to limit regeneration.

A lump sum proposal is requested for each canal and Area 1 Pond to complete the work outlined in this RFP. It is at VWCD discretion to award all or parts of the work. Pricing is due no later than April 18, 2025 at 5:00pm.

A walk through of C-1, C-3, C-4 and C-10 Canals and Area 1 Pond will be on April 8, 2025 at 2:00pm. Rob Szozda is the Point of Contact for this project and can be reached by phone (865-603-3650) or email (rszozda@gmscfl.com). Please confirm your attendance by email. Following a short briefing, the walk through will be initiated from 10630 Larissa Street, Orlando Florida (Lake Ridge Village Clubhouse).

Lump Sum Pricing:

C-1 Canal: \$ 18,000.00

C-3 Canal: \$ 7,800.00

C-4 Canal: \$ 4,200.00

C-10 Canal: \$ 30,000.00

Area 1 Pond: \$ 9,600.00

Total Price to Complete All Work \$ 64,800.00

Total price is discounted to reflect an all in price for being awarded all sections if VWCD should choose to do so.

 4.10.25
Michael Provencher - Manager

Trim/Remove Trees on South and West Sides of C-4

Trim/Remove Trees on South Side of C-10 only

Trim/Remove Trees on North and South Side of C-10 Canal

Trim/Remove Trees on the East Side of Area 1 Pond

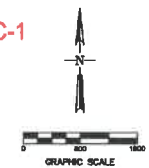
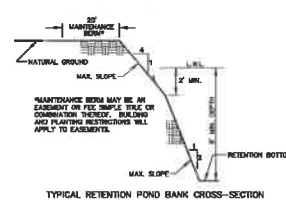
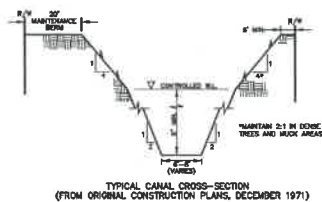
Tree Trimming and Removal
Canals C-1, C-3, C-4 and C-10 and Area 1 Pond
Highlighted areas to be completed as specified

Trim/Remove Trees on North and South Sides of C-1

Trim/Remove Trees on West Side of C-3



CPH PROJECT No. 6816.05
CREATED: MAY 29, 1998



VALENCIA WATER CONTROL DISTRICT

- RETENTION PONDS
- DISTRICT CANALS
- WVOD BRIDGE
- AMIL GATES (EPS @ ELEV.)
- OUTFALL STRUCTURES
- RETENTION BASIN PARAMETERS (25 YR. / 72 HR. STORM)
- P.O.R. PLAN OF RECLAMATION (Water Management Plan)
- M.C.I. STUDY FOR PROJECT ABC BY: D.W. MONTOSH ASSOC., INC.
- B.O. STUDY FOR ORANGEWOOD COMMERCIAL BY: B. GOLDING, P.E.

WATER CONTROL PLAN

**NONGOVERNMENTAL ENTITY
ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06(13), Florida Statutes (2024))**

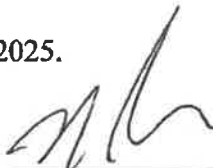
STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared MICHAEL PROVENCHER ("Affiant") who, being first duly sworn, on oath, says:

Affiant is an officer or authorized representative of BRIGHTVIEW ("Company"), and Affiant attests that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024).

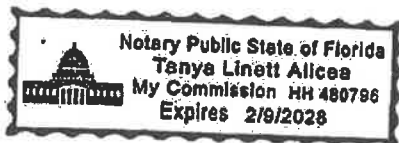
Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

DATED as of MAY 29, 2025.


MICHAEL PROVENCHER as TREE CARE MANAGER of
BRIGHTVIEW LANDSCAPE SERVICES, INC
Affiant

SUBSCRIBED AND SWORN TO before me by means of ☒ physical presence or
☐ online notarization, this 29th day of May, 2025, by Michael Provencher, as
Tree care Manager of Brightview Landscape. Said person is (check one) ☐ personally known to
me or ☒ has produced a valid driver's license as identification.

[Notary Seal]



Tanya L Aliwa
Signature of person taking acknowledgment
Name (typed, printed or stamped): Tanya L. Aliwa
Title or Rank: Branch Administrator
Serial number (if any): HH 480796






June 20, 2025
Proposal #: 1058458

BrightView Tree Care Services
Branch Office #49360
701 Codisco Way
Sanford, Florida 32771
Michael Provencher
michael.provencher@brightview.com
tel:407-496-8074

Tree Care Service Address/Location
GMS - Canal 10
10157 Mason Dixon Cir
Orlando, FL 32821

Proposed Tree Care Services

Species	Qty	Objective	Price
 Chinaberry <i>Melia azedarach</i>	1	Removal and Flush Cut - Above Ground portion removal and flush cut. Removal of all debris, Cut trunk to lowest height possible just above ground without removal of ground soil..	-
 Laurel Oak <i>Quercus laurifolia</i>	1	Removal and Flush Cut - Above Ground portion removal and flush cut. Removal of all debris	-
 Slash Pine <i>Pinus elliotii</i>	2	Removal and Flush Cut - Above Ground portion removal and flush cut. Removal of all debris	-
Total			\$3,500

Additional Information

Remove and cut stump low one (1) dead Pine along the West side of Orangewood Blvd by canal crossing. Remove and cut stump low one (1) Pine, one (1) Laurel Oak, and one (1) Chinaberry growing on the canal embankment ~150' West of the canal crossing of Orangewood at the bend in the canal - All debris to be hauled away from site from tree removal.

General Tree Care Objective Definitions

Removal and Flush Cut - Above Ground portion removal and flush cut. Removal of all debris, Cut trunk to lowest height possible just above ground without removal of ground soil..

Above Ground portion removal and flush cut. Removal of all debris, Cut trunk to lowest height possible just above ground without removal of ground soil..

GMS - Canal 10



Legend (4)

- Yellow Square (2) Slash Pine (2)
- Teal Square (1) Laurel Oak (1)
- Purple Square (1) Chinaberry (1)

GMS - Canal 10

GMS - Canal 10 Orangewood Removals



June 20, 2025

Melia azedarach ID# 18
Chinaberry



June 20, 2025

Quercus laurifolia ID# 19
Laurel Oak



June 20, 2025

Pinus elliotii ID# 20
Slash Pine



Removal and Flush Cut - Above
Ground portion removal and flush cut.
Removal of all debris, Cut trunk to
lowest height possible just above
ground without removal of ground
soil..



Removal and Flush Cut - Above
Ground portion removal and flush cut.
Removal of all debris



Removal and Flush Cut - Above
Ground portion removal and flush cut.
Removal of all debris

GMS - Canal 10

GMS - Canal 10 Orangewood Removals



June 20, 2025

Pinus elliottii
Slash Pine

ID# 21

Health: 0% - Dead



Removal and Flush Cut - Above
Ground portion removal and flush cut.
Removal of all debris

BrightView Tree Care Services

Terms & Conditions

1. **Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is being done in accordance with ANSI A300 standards.
2. **Bid Expiration:** This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
3. **Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
4. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
5. **Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
6. **Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
7. **License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license and permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
8. **Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
9. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
10. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
11. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.
12. **Non-Union Contractor:** Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.
13. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
14. **Additional Services:** Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
15. **Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
14. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
15. **Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
16. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
17. **Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

Signature 

Printed Name George S. Flint Date June 20, 2025

BrightView Tree Care Services

Michael Provencher June 20, 2025

Signature _____ Date _____

Michael Provencher June 20, 2025

Printed Name _____ Date _____

SECTION C

SECTION 1

Valencia Water Control District Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct District related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to District website (<https://vwcdfl.com>), publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, District website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement.

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15th and final budget was adopted by September 30th each year.

Measurement: Proposed budget was approved by the Board before June 15th and final budget was adopted by September 30th as evidenced by meeting minutes and budget documents listed on District website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the District website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the District website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the District's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

President: _____

Date: _____

Print Name: _____

Valencia Water Control District

District Manager: _____

Date: _____

Print Name: _____

Valencia Water Control District

SECTION 2

Valencia Water Control District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct District related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to District website (<https://vwcdfl.com>), publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, District website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement.

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15th and final budget was adopted by September 30th each year.

Measurement: Proposed budget was approved by the Board before June 15th and final budget was adopted by September 30th as evidenced by meeting minutes and budget documents listed on District website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the District website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the District website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the District's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

President:_____

Date:_____

Print Name:_____

Valencia Water Control District

District Manager:_____

Date:_____

Print Name:_____

Valencia Water Control District

SECTION D

Valencia WCD Proposed FY26 Meeting Dates

Second Tuesday of each month at 1:00 P.M. at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Williamsburg, Orlando, Florida 32821:

October 14, 2025

November 11, 2025

December 9, 2025

January 13, 2026

February 10, 2026

March 10, 2026

April 14, 2026

May 12, 2026

June 10, 2026

July 14, 2026

August 11, 2026

September 8, 2026