# CITY COMMISSION

REGULAR MEETING AGENDA

**MONDAY, DECEMBER 11, 2023 - 6:30 PM**

CITY HALL - COMMISSION CHAMBERS

1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

## CALL TO ORDER

Roll Call
Invocation
Pledge of Allegiance
Agenda Changes

## AWARDS AND PRESENTATIONS

100. Update on Tuskawilla Crossing Retention Pond
*Tuskawilla Crossings Pond 1_2023-12-06.pdf*
*Tuskawilla Crossings Pond 1_2023-12-06.pdf*

## INFORMATIONAL AGENDA

200. Current Development Projects Summary
*December 2023 CommDev Report.pdf*

201. City Chaplain Application
*2010 Volunteer Application.pdf*
*Resolution 2022-27 Creation of Voluntary City Chaplain Position.pdf*

## PUBLIC INPUT

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

## CONSENT AGENDA

300. 2024 City of Winter Springs Community Events Calendar
*2024-EventsAndPrograms Final.pdf*

301. Lead & Copper Rule Revision Compliance & Lead Service Line Inventory Assistance
*Winter Springs LCRR Compliance and LSL Inventory Assistance - Scope & Fee.pdf*

302. Actuarial Experience Study
*FY2016-2022_Winter_Springs_Experience_Study_with_CL.pdf*

303. Sportstraq Line Marking Steering Unit
*Sole Source - TNA 2023 (1).pdf*
*Traqnology quote.pdf*

304. Lake Monroe Radio Society Memorandum of Understanding
*LMARS MOU 2023.pdf*

305. Appproval of the Minutes from the Monday, September 11, 2023 City Commission Regular Meeting
*2023 09 11 City Commission Regular Meeting Minutes.pdf*

306. Appproval of the Minutes from the Monday, October 23, 2023 City Commission Regular Meeting
*2023 10 23 City Commission Regular Meeting Minutes*

307. Appproval of the Minutes from the Monday, October 30, 2023 City Commission Special Meeting
*2023 10 30 City Commission Special Meeting Minutes.pdf*

308. Appproval of the Minutes from the Monday, November 6, 2023 City Commission Special Meeting
*2023 11 06 City Commission Special Meeting Minutes.pdf*

309. Appproval of the Minutes from the Monday, November 16, 2023 City Commission Regular Meeting
*2023 11 16 City Commission Regular Meeting Minutes.pdf*

## PUBLIC HEARINGS AGENDA

400. Ellianos Coffee Shop
*Staff Report - SP2023-0034 - AR2023-00000035.pdf*
*Exhibit A - Site Plan & Aesthetic Review Applications.pdf*
*Exhibit B - Property Owner Permission Letter.pdf*
*Exhibit C - Civil Plans.pdf*
*Exhibit D - Vehicle Stacking.pdf*
*Exhibit E - Elevations and Colored Renderings.pdf*
*Exhibit F - Fire Flow Calculations.pdf*
*Exhibit G - Traffic Access Study Report.pdf*
*Exhibit H - NAICS Classification.pdf*
*Exhibit I - Mailing List & Public Notices.pdf*
*Exhibit J - Previous Agreements - Copy.pdf*
*Exhibit K - Development Agreement.pdf*
*Exhibit L - St. Johns River Water Management District Permit.pdf*

401. First Reading Ordinance 2023-14 authorizing the conveyance of a perpetual electric utilities easement to Duke Easement on a portion of City owned property legally described as Seminole County Parcel ID: 26-20-30-5AR-0D00-1100.
*Ordinance_2023-14 and exhibits.pdf*
*Ex A Easement Winter Springs final survey.pdf*
*Duke Energy City of Winter Springs MOU City FINAL.pdf*

*Duke Energy Transmission Line Map.jpg*
*Property Card.pdf*

402. Second Reading of Ordinance 2023-06, Amending the City of Winter Springs Comprehensive Plan, Infrastructure Element and Capital Improvements Element relating to Stormwater Management and Levels of Service.
*Ordinance No. 2023-06 _ Stormwater Amending Comprehensive Plan.pdf*
*2023 12 05 Ordinance 2023-06.pdf*

403. Second Reading of Ordinance 2023-07, Amending Chapter 9, Article I, Section 9-1 of the City's Code of Ordinances; Repealing in its Entirety Chapter 9, Division 5, Section 9-241 of the City's Code of Ordinances and Adopting a New Section 9-241 in Order to Update the City's Stormwater Management Regulations.
*Ordinance No. 2023-07 _ Stormwater Amending Land Development Code 2nd reading.pdf*
*2023 11 30 Ordinance 2023-07 Legal Ad*

404. Second Reading and Final Adoption of Ordinance 2023-13: Amending the Code Of Ordinances Regarding Water, Wastewater, Reclaimed and Water Rates, Fees, and Charges
*Ordinance 2023-13 Utility Rates.pdf*
*2023 11 30 Ordinance 2023-13 Legal Ad*
*Ordinance 2023-13 Business Impact Estimate.pdf*

**REGULAR AGENDA**

500. East and West Wastewater Treatment Facilities Design and Construction Services
*Combined Winter Springs WWTF Scope Final 11-29-2023.pdf*
*East and West WWTF Design and Construction Services (Dec 2023 Commission Mtg).pdf*

501. Operational Review
*2023 2024 Operational Audit Scope and Fee.pdf*

502. Discussion on City Manager Selection Process

503. Resolution 2023-37: Amending and Restating the City's Public Records Policy
*Resolution No. 2023-37 _ Amendment to Public Records Policy (CLEAN).pdf*

504. Fourth Generation Penny Sales Tax - Proposed Capital Projects
*Winter Springs Fourth Generation Sales Tax Projects 11.30.2023.pdf*
*RoadResurfacing_2024.pdf*
*RoadResurfacing_2024_Imagery.pdf*

505. Landscaping Maintenance RFP #09-23-04 LH.
*RFP 09-23-04 LH Landscape Maintenance.pdf*
*RFP 09-23-04 Landscape Svcs Evaluation Team Scoring Recap.pdf*
*Natures Care RFP 09-23-04 LH Landscape Svcs Bid.pdf*
*Cepra RFP 09-23-04 LH Landscape Svcs Proposal.pdf*
*Baker Winter Springs Town Center Bid10-24-2023.pdf*
*Baker Tuscawilla Road Bid 10-24-2023.pdf*
*Baker TLBD Bid 10-24-2023.pdf*
*Baker Oak Forest Bid 10-24-2023.pdf*
*Baker Cross Seminole Trail Bid 10-24-2023.pdf*

506. Purchase of Agria Brush Mower System 9600 & 2 Eco Chopper Pump 6" Trailers
*Winter Springs Clifton Mullis - FSA Eco Pump.pdf*
*Winter Springs Cliff Mullis - FSA 9600.pdf*

507. Appointment Opportunities for City Boards and Committees

508. Deputy Mayor Nomination for Calendar Year 2024

509. New Business

## REPORTS

600. Interim City Manager Phil Hursh
601. City Attorney Anthony A. Garganese
602. City Clerk Christian Gowan
603. Seat Four Commissioner Cade Resnick
604. Seat Five Commissioner/Deputy Mayor Rob Elliott
605. Mayor Kevin McCann
606. Seat One Commissioner Matt Benton
607. Seat Two Commissioner Victoria Colangelo
608. Seat Three Commissioner Ted Johnson

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## ADJOURNMENT

## PUBLIC NOTICE

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

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

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

# TUSKAWILLA CROSSINGS SUBDIVISION
# POND 1 REPAIR AND REHABILITATION

## Project Update on December 11, 2023

# 2021 Aerial Location

# Berm Failure – North Side of Pond 1

Aerial Drone Photograph Taken on September 1, 2023

**The berm failure occurred on August 31, 2023 and the width of the breach expanded later on after a storm event with approximately 6 to 7 inches of total precipitation**

**Photograph Taken on November 18, 2023**

**Photograph Taken on November 18, 2023**

5

**The berm failure was “temporarily filled-in” by City staff on November 22, 2023**

**Photograph Taken on December 6, 2023**

**Photograph Taken on December 6, 2023**

6

# Erosion and Exposed Utilities – South Side of Pond 1

7

## Photograph Taken on November 18, 2023

## Photograph Taken on November 18, 2023

**The slope erosion that exposed existing utilities was “temporarily filled-in” by City staff on November 22, 2023**

**Photograph Taken on December 6, 2023**

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# Temporary Pumping

**A portable pump is being used to withdrawn water from the Pond 1 and discharge into the Pond 5 outfall system that discharges to the wetland located immediately north of Pond 1**

**Photograph Taken on December 6, 2023**

**Photograph Taken on December 6, 2023**

**A float is used to automatically turn on the pump when water levels rise to an elevation just below the lowest berm elevation**

# Summary of Current and Future Work Efforts

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- Field work for the **Topographic Survey** is scheduled to begin the week of 12/4/2023
- Field work for the **Geotechnical Exploration** is scheduled to begin the week of 12/4/2023
- **Ongoing Coordination** with representatives of the St. Johns River Water Management District (SJRWMD) – the most recent e-mail update was transmitted on 11/29/2023

# Summary of Future Work Efforts

- **Continued Coordination** with SJRWMD representatives
- Finalize the **Sub-consultant Deliverables** (topographic survey and the geotechnical exploration)
- Coordinate with the sub-consultants and prepare a **Preliminary Repair and Rehabilitation Plan** for Pond 1
- Coordination with City staff to prepare a **Final Repair and Rehabilitation Plan** for Pond 1
- Conduct a pre-application meeting with SJRWMD representatives
- Begin final design and permitting

# Questions and Answers

**David W. Hamstra, P.E., CFM**
**Stormwater Department Manager**

Pegasus ENGINEERING

301 West State Road 434, Suite 309
Winter Springs, Florida 32708
Phone: 407-992-9160, ext. 309
E-mail: david@pegasusengineering.net

# Tuskawilla Crossings Subdivision
# Pond 1 Repair and Rehabilitation

## Project Update on December 11, 2023

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Phone: 407-992-9160, ext. 309
E-mail: david@pegasusengineering.net

# INFORMATIONAL AGENDA ITEM 200

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Current Development Projects Summary

## SUMMARY

## FUNDING SOURCE

N/A

## RECOMMENDATION

Staff recommends that the City Commission receive and review the Current Development Projects Summary.

# Current Development Projects Summary

This summary is updated on the last working day of each month.

## Pre-Applications and Non-Binding Reviews

- Pre-application meetings are required for all projects before a formal submittal is permitted. During these meetings, applicants will outline their proposed project to staff, and staff will provide feedback and explain the development review process.

- Non-binding reviews are sometimes recommended by staff if a proposed project is potentially controversial. Non-binding reviews undergo a very high-level review by staff with some comments provided to the applicant. The intent is for the applicant to present the project to the City Commission to gauge their receptiveness to the proposed project.

| PROJECT NAME | PROJECT TYPE | LOCATION | LAST ACTION ITEM | CURRENT STATUS |
|---|---|---|---|---|
| **The Adel at Lake Jesup** | Single-family residential | North side of Orange Ave | Pre-Application Meeting held on September 7, 2023 | Awaiting formal submittal |
| **Catalyst Development – Mixed Use** | Mixed use | Northeast corner of SR 434 and Michael Blake Blvd | Pre-Application Meeting held on October 4, 2023 | n/a |
| **Pulte Homes – Golf Course Redevelopment** | Mixed use | North side of SR 434 just west of Sheoah Blvd | Non-Binding presentation held on September 11, 2023 | Awaiting formal submittal |
| **SR 434/419 RV Storage** | Commercial | North side of SR 419 where it splits from SR 434 | Non-Binding presentation held on September 25, 2023 | Awaiting formal submittal |
| **Sutton Crossings Phase 2** | Commercial | Southwest corner of SR 434 and Michael Blake Blvd | Pre-Application meeting held on October 2, 2023 | Awaiting formal submittal |
| **Kaba Commercial – Gas Station and Convenience Store** | Commercial | North side of SR 434 between Northern Oaks and Barclay Reserve | Pre-Application Meeting held on October 31, 2023 | Awaiting formal submittal |
| **1057 N US Hwy 17-92 Flex Space** | Industrial/Office | East side of Hwy 17-92 south of Shepard Rd. | N/A | Pre-Application meeting to be scheduled |

## Development Projects in Review

- These are projects that have gone past the stage of a pre-application meeting and are in various stages of the development review process. These projects could be anywhere from confirming that the application is complete all the way through to approval of the project by the City Commission or even beyond that to construction or final site acceptance.

| PROJECT NAME | PROJECT TYPE | LOCATION | LAST ACTION ITEM | CURRENT STATUS |
|---|---|---|---|---|
| **The Grove** | Commercial | North side of Old Sanford Oviedo Rd. | Conditional Use approved by City Commission on August 28 | Site plan under staff review |
| **Ellianos Coffee** | Commercial | Southwest corner of SR 434 and Vistawilla Dr. | Planning & Zoning Board Public Hearing held on November 2, 2023 | Scheduled for City Commission on December 11, 2023 |
| **Excelsior Townhomes** | Single-family residential | Excelsior Pkwy<br>East side of Moss Rd. | Pre-application meeting in Spring 2022 | Plans under staff review |
| **Chau Medical Phase 2** | Independent living facility | South side of SR 434 at intersection with Sherry Rd. | Pre-application meeting held on March 29, 2023 | Plans under staff review |
| **1270 Belle Ave (Additional Building)** | Industrial | West side of Belle Ave just south of SR 434 | Pre-application meeting held on October 27, 2022 | Plans under staff review |
| **Arcade Bar @ Villagio (Conditional Use Only)** | Commercial | South side of SR 434 east of the 434/419 split | Pre-Application meeting held on | Plans under staff review |
| **Sutton Crossings Phase 1 (Ace Hardware)** | Commercial | Town Center<br>Southeast corner of SR 434 and Tuskawilla, just south of Mobil station | Aesthetic Review approved by City Commission on April 24, 2023 | Engineering Plans under staff review |

## Projects under Construction

- These projects have undergone review and approval by the City Commission and are now under construction. These projects will remain on this list until Final Site Acceptance by the City Commission.

| PROJECT NAME | PROJECT TYPE | LOCATION | LAST ACTION ITEM | CURRENT STATUS |
|---|---|---|---|---|
| **Hickory Grove Townhomes**<br>**132 Single-Family Homes (Attached)** | Single-family residential | Town Center<br>Northeast of Bear Springs Dr. and Blumberg Blvd. | Second Modification to Development Agreement approved by City Commission on November 16. | Under Construction |
| **Living Life Development (ILF)** | Independent living facility | North Side of W SR 434, west of Fountaintree Dr. | Pre-Construction meeting held on October 11, 2023 | Awaiting Building Plan Submittal |
| **Fisher Optometry** | Office | Town Center<br>East side of Tuskawilla Rd. north of SR 434 | Approved by City Commission on August 14, 2023 | Awaiting Building Plan Submittal |

# INFORMATIONAL AGENDA ITEM 201

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

City Chaplain Application

## SUMMARY

The City Commission recently passed Resolution 2022-27 authorizing the creation of a voluntary City Chaplain position. Pursuant to Section 2 of Resolution 2022-27, "A City Chaplain shall be chosen by the City Commission using a secular set of appointment criteria. The City may appoint multiple Chaplains to serve at one time. Chaplains shall serve for terms of one year, subject to re-appointment by the Commission."

The City currently has three (3) Chaplains, all of whom were appointed on January 30, 2023. The current Chaplains are:
Pastor Jeff Dixon
Pastor Bob Melhorn
Pastor Kyle Stewart

Interested applicants should complete the attached volunteer application which will be advertised and accepted for a period of 30 days (December 12, 2023 - January 11, 2024). All complete applications will be presented for consideration at the January 22, 2024 City Commission Regular Meeting.

## FUNDING SOURCE

n/a

## RECOMMENDATION

Applications will be open from Tuesday, Decmber 12, 2023 - Thursday, January 11, 2024.

# CITY OF WINTER SPRINGS
# VOLUNTEER POLICY

## A. Purpose.

The volunteers of the City of Winter Springs play a vital role in the enhancement of public services provided by each City department. Accordingly, this Policy is designed to guide the intake of City volunteers for placement in the volunteering opportunities throughout the City of Winter Springs.

## B. Volunteer: Definition; General Policies.

1. *Definition:* For purposes of this Policy, a *volunteer* is an individual who performs hours of service in a City department for civic, charitable, health, humanitarian, recreational, public safety or general welfare reasons, without promise, expectation or receipt of compensation for services rendered, except for reimbursement of expenses, nominal fees, or a combination thereof.

    (i) This policy applies only to non-elected volunteers. This policy does not include volunteers appointed to a City board or committee.

    (ii) Volunteers do not supplant City employees; they assist paid staff or provide services that constitute elements of major regular positions and augment the established and mandated services of the City.

    (iii) City employees may volunteer their services to the City as long as the work they perform as a volunteer is outside their scope of duties as City employees.

    (iv) Individuals or entities that are (1) volunteering or working for independent contractors hired by the City or (2) individuals or associations retained by the City by separate agreement are not volunteers of the City for purposes of this Policy. Such volunteers under separate agreement shall be subject to the terms and conditions of such agreement.

2. *Minors:* Volunteers who have not reached the age of eighteen years must have the written consent of a parent or legal guardian prior to volunteering.

## C. City Manager or Commission Approval Required.

1. All City volunteer positions shall require prior approval by the City Manager, the City Manager's designee, or the City Commission. Such approval shall be based on whether the volunteer position furthers the purpose of a City department.

2. City departments may make requests to the City Manager for volunteer authorization based on the needs of the Department. When making such a request, the Department shall provide the following information:

(i) the purpose and scope of proposed duties for the volunteer position;

(ii) the Department's need for the volunteer position; and

(iii) any special qualifications required of a successful applicant.

**D. Application and Enrollment Process.**

1. The process for selection of City volunteers is as follows:

(i) Applicants must submit a completed Volunteer Application Form to the supervisor of the volunteer position for which the application is submitted ("Supervisor"). The Supervisor shall then forward such applications to the head of the City Department that is seeking to fill such volunteer position ("Department Head"). The Department Head shall forward a copy of all such applications to HR for record-keeping purposes.

(ii) The Department Head shall review Volunteer Application Forms received and may select applicant(s) for interview(s).

(iii) The Department Head may conduct one or more interviews of each selected applicant, in the discretion of the Department Head. Prior to being assigned to a position, all volunteers will be interviewed to ascertain their suitability for and interest in the position. The interview should determine the qualifications of the volunteer, their commitment to fulfill the requirements of the position, and should answer any questions that the volunteer might have about the position.

(iv) Upon making an initial determination that an applicant is qualified for a volunteer position, the Department Head shall request that HR provide the required background checks and screening as set forth in Paragraph E of this Policy.

(v) HR shall determine, in its discretion and in accordance with law, whether an applicant's background checks and screening reveal any disqualifying information. If there is no such disqualifying information, HR shall authorize the applicant for the volunteer work. The applicant may commence work as a City volunteer upon HR's authorization.

2. Enrollment. All City volunteers shall read, sign, and submit the following forms

prior to commencing their term as a City volunteer:

(i) City Volunteer Application form, attached hereto as Exhibit "A";

(ii) City Standard Volunteer Consent form, attached hereto as Exhibit "B";

(iii) City Volunteer Enrollment form, attached hereto as Exhibit "C"; and

(iv) City Volunteer Release of Liability form, attached hereto as Exhibit "D".

The Department Head is responsible for forwarding all such forms to HR for record-keeping.

3. HR shall establish record-keeping procedures and maintain City volunteer records as required by Florida Statutes.

## E. Screening and Background Checks.

1. *Sensitive Positions.* A criminal background investigation shall be completed on all volunteers applying for a sensitive position, as identified in Section E(2), herein. Each City department has the authority to determine which volunteer assignments constitute sensitive positions.

The applicant must sign the statement set forth on the Volunteer Application Form authorizing the City to conduct a criminal background investigation prior to initiation of such background check. A volunteer may not commence volunteer services until after completion of such background check.

In evaluating whether a volunteer applicant may be rejected for work placement or transfer to a sensitive position, HR shall consider the following criteria:

(i) The nature and seriousness of the offense(s), and the circumstances under which the offense(s) occurred;

(ii) The age of the person at the time of the offense(s);

(iii) The recency of the offense(s);

(iv) The number of convictions;

(v) The relationship of the offense(s) to the sensitive position for which application is made;

(vi) Evidence of rehabilitation and maturation, including the volunteers employment record with respect to job responsibility and duration and other volunteer efforts;

(vii) Truthfulness in admitting previous record;

(viii) Attitude of applicant;

(ix) Other factors relevant to the volunteer's suitability, including but not limited to maturity, attitude and honesty.

2. *Guidelines for Identifying Sensitive Positions:* A sensitive position may include, but is not limited to, positions that involve access to custody of cash, equipment or confidential information; involves the rendering of services to at-risk persons (such as children or the elderly); or involves dispensing City benefits to the public.

3. *Contact with At-Risk Persons.* Where volunteers are to be placed in direct contact with at-risk persons (such as children or the elderly), additional screening procedures may be instituted. These procedures may include reference checks, direct background investigation, criminal investigation, etc., as authorized or required by law. Volunteers who refuse permission for conduct of these checks will not be accepted for the volunteer position.

4. *Potentially Disqualifying Job-Related Offenses:* The following is a list of offenses in general/common terms, which, under certain conditions, may be incompatible with specific functions associated with volunteer work assignments; however, the list is intended only as a guide, is not comprehensive, and does not reference specific statutory terms:

(i) *List of Offenses*

Function - Access to funds or negotiable instruments

Bribery
Embezzlement
Forgery
Fraud
Receiving Stolen Property
Robbery
Theft

Function - Access to confidential or classified materials

Extortion
Forgery
Fraud
Perjury
Receiving Stolen Property
Robbery
Theft

Function - Charge of or access to City property

Embezzlement
Robbery
Receiving Stolen Property
Theft

Function - Protection of persons or property (Law Enforcement)

Assault
Drug or Narcotics Offenses
Child Molestation/Abuse
Embezzlement
Forgery
Fraud
Homicide
Intoxication
Kidnapping
Robbery
Sex Offenses
Theft

Function - Individual contact with or care or supervision of minors

Assault
Child Molestation/Abuse
Chronic or Recurrent Alcoholism
Drug or Narcotics Offenses
Homicide
Kidnapping
Manslaughter
Offenses Against Minors

Sex Offenses
Rape
Robbery
Theft

Function - Individual contact with or care or supervision of the elderly

Assault
Child Molestation/Abuse
Drug or Narcotics Offenses
Embezzlement
Forgery
Fraud
Homicide
Intoxication
Kidnapping
Manslaughter
Rape
Receiving Stolen Property
Robbery
Sex Offenses
Theft

5. *Certification and Licensing.* Violation of any certification or licensing requirements relating to the duties of the position in question may be the basis for disqualification.

(A) The City recognizes that in some cases, volunteers must have certification or a license in order to provide certain volunteer services. To the extent that the City requires such a volunteer, and the volunteer does not yet have the required certificate or license, the City Manager may authorize, in the City Manager's discretion, the expenditure of City funds for the purpose of assisting the volunteer in obtaining such certification or license needed to provide the services required by the City. However, if said funds are paid by the City, the City Manager may require the volunteer to commit, in writing, to providing said services for a specific period of time, or the volunteer will be required to repay the funds to the City. This provision does not obligate the City to expend funds for any volunteer in need of certification or licensing for the performance of any volunteer services.

6. *Dishonesty in Application*. Dishonesty during the application process for a volunteer position may be the basis for disqualification.

7. ***Criminal background data obtained for employment screening purposes pursuant to Chapter 435, Florida Statutes, shall be used only for such screening purposes. Such data shall be kept confidential and is exempt from the Public Records Law.***

8. *Medical Treatments.* Any potential volunteer who indicates that they are under the care of a physician for either physical or psychological treatment may be asked to present a certificate from the physician as to their ability to satisfactorily and safely perform their volunteer duties. Volunteers under a course of treatment which might affect their volunteer work will not be accepted without written verification of suitability from their physician.

   Any volunteer who, after acceptance and assignment by the City, enters a course of treatment which might adversely impact upon the performance of their volunteer duties should consult with their supervisor.

**F. Orientation and Training.**

1. *Orientation.* All volunteers will receive a general orientation on the nature and operation of the program or activity for which they are recruited, and a specific orientation on the purposes and requirements of the position which they are accepting in that effort.

2. *On-the-Job Training.* Volunteers will receive specific on-the-job training to provide them with the information and skills necessary to perform their volunteer assignment. The timing and methods for delivery of such training should be appropriate to the complexity and demands of the position and the capabilities of the volunteer.

**G. Supervision.** Volunteers shall be supervised by the Department Head, or the Department Head's designee.

**Exhibit "A"**
**City of Winter Springs**
**Volunteer Application Form**

*Thank you for considering the City of Winter Springs as an opportunity for your volunteer activity. Please provide the following information:*

Your name: _____

Your organization: _____

Street Address: _____

City _____ State _____ Zip _____

Telephone _____ Choose one: Home ○ Business ○ Cellular ○

Place checks in the following chart to indicate the periods of time which you currently have available for volunteer activity:

| | Morning | Mid-Day | Afternoon | Evening |
|---|---|---|---|---|
| Monday | ☐ | ☐ | ☐ | ☐ |
| Tuesday | ☐ | ☐ | ☐ | ☐ |
| Wednesday | ☐ | ☐ | ☐ | ☐ |
| Thursday | ☐ | ☐ | ☐ | ☐ |
| Friday | ☐ | ☐ | ☐ | ☐ |
| Saturday | ☐ | ☐ | ☐ | ☐ |
| Sunday | ☐ | ☐ | ☐ | ☐ |

For what volunteer position(s) are you applying?_____
What skills do you have, such as typing, use of a computer, artistic abilities, etc.?

Are you under 18 years of age?_____ If so, Date of Birth_____
Are you currently employed?_____ If yes, where? _____
Are you currently a student?_____ If yes, where? _____
Are you a City employee? _____ Department?_____
Are you a retired City employee?_____ Department?_____

I am able to volunteer only until: (date)_____

Please describe your areas of interest and describe any related education or work experience.

Do you have any prior volunteer experience? _____

If yes, please describe:

Are you under care of a medical professional for any physical or psychological treatment that may affect your ability to safely and satisfactorily perform your volunteer duties?

Have you ever been convicted of, or pled "nolo contendere" to, a felony? _____

If yes, please explain:

*I hereby certify that all statements made in connection with this application for volunteer work are true to the best of my knowledge.*

Signature _____ Date: _____

Print Name _____

*I hereby authorize the City of Winter Springs to obtain a record of my criminal convictions (including but not limited to pleas of "nolo contendere") from the Florida Department of Law Enforcement or any other agency that collects records of criminal convictions.*

Signature _____ Date: _____

Print Name _____

_____ Date: _____

Signature of Parent or Guardian (minors only)

_____

Printed Name of Parent or Guardian (minors only)

**Exhibit "B"**
**City of Winter Springs**
**Standard Volunteer Consent**

I agree to read and abide by the policies relating to appropriate behavior and standards of conduct to be displayed by the City volunteers. I acknowledge that, if at any time such policies are amended, I will be provided the amended policies and at such time will be responsible for abiding by any amended provisions of the policy in addition to those included in the original policy.

I further understand and agree to accept the responsibilities of the volunteer position and participate in any training required by the City. I accept the guidance of my supervisor and shall notify my supervisor of absences and incidents of injury. I acknowledge that I freely donate my time without any expectation or promise of compensation. Lastly, I agree to abide by the following in carrying out my duties and understand that a violation of any of the below statements may result in my disqualification or termination:

1. I will keep confidential all information as required.
2. I will refrain from publishing any data gathered during the volunteer term and from disseminating commercial advertisements, press releases, or opinions without prior written consent of the Human Resources Coordinator.
3. I will refrain from any type of solicitation or charging, requesting or accepting any fee, gift, reward or payment of any kind for my volunteer services.
4. I will refrain from offering medical and/or legal advice even though I may be asked for such.
5. I will maintain a current driver's license and automobile liability insurance if driving is required as part of my volunteer services.
6. I will report immediately any suspected incident of abuse to children, dependent adults, or elders to appropriate authorities and the Human Resources Coordinator.
7. I agree to provide an update to the Human Resources Coordinator of any change to the information I submitted on my application during the term of volunteer period.
8. I acknowledge that I have read and understand the "External Volunteer Policies" attached hereto as Attachment "1", and will not engage in inappropriate and/or illegal conduct or behavior including but not limited to harassment, discrimination, and/or drug or alcohol abuse.

Signature _____ Date: _____

Print Name _____

_____ Date: _____
Signature of Parent or Guardian (minors only)

_____
Printed Name of Parent or Guardian (minors only)

## Attachment 1.
## External Volunteer Policies

1. ***Volunteers are at-will:*** The City accepts the service of all volunteers with the understanding that such service is at the sole discretion of the City. Volunteers agree that the City may at any time, for whatever reason, decide to terminate the volunteer's relationship with the City. The volunteer may at any time, for whatever reason, decide to sever the volunteer's relationship with the City. Notice of such a decision should be communicated as soon as possible to the volunteer's supervisor.

2. ***No conflicts of interest:*** No person who has a conflict of interest under Florida law with any activity or program of the City shall be accepted or serve as a volunteer with the City.

3. ***Dress Code:*** Volunteers shall dress appropriately for the conditions and performance of their duties.

4. ***Inappropriate Conduct, Discrimination and Harassment Prohibited:*** The City is an Equal Opportunity Employer and is committed to providing a workplace free of any type of unlawful discrimination or harassment.

   (i) Volunteers are prohibited from engaging in any type of inappropriate conduct, including but not limited to unlawful discrimination or harassment on the basis of race, religion, national origin, ethnicity, age, gender, marital status, pregnancy, disability, veteran status and/or any other legally protected characteristic.

   (ii) Volunteers are prohibited from engaging in unlawful harassment including verbal, physical and visual conduct based on any of the above legally protected characteristics which create an intimidating, offensive or hostile work environment or that interferes or could interfere with a volunteer's work performance. Some examples of harassment include racial slurs or jokes, disparaging remarks concerning any protected group, ethnic jokes, distribution or posting of offensive statements, posters or cartoons or other similar conduct.

   (iii) Volunteers are prohibited from engaging in sexual harassment. Sexual harassment may exist where a volunteer requests sexual favors or makes unwelcome sexual advances towards another individual or makes unwelcome verbal comments or displays physical conduct of a sexual nature to another individual, where the comment or conduct is unwelcome. Sexual harassment may also exist where a volunteer makes derogatory comments to an individual based on or related to such person's gender.

   (iv) Volunteers must report any incident involving any perceived discrimination and/or harassment experienced or witnessed by them immediately to their Supervisor and to the Department Head, as defined herein, and to the Human Resources Coordinator ("HR"). Volunteers should recognize that this policy applies equally to harassment or discrimination committed by a fellow volunteer, employee, citizen, elected official, vendor or other third parties with whom the volunteer comes into contact.

   (v) Every complaint of unlawful discrimination or harassment that is reported will be investigated thoroughly and promptly. Retaliation against any volunteer for making such a complaint is strictly prohibited. The complainant will be made aware of the outcome of the City's investigation upon completion. If the investigation reveals reasonable cause to believe that unlawful discrimination or harassment has occurred, the City will take prompt remedial action to stop the impermissible conduct, prevent it from occurring in the future and to appropriately discipline the person responsible.

(vi) Any volunteer violating this policy is subject to discipline, up to and including termination of volunteer services. If you have questions regarding this policy or the City's complaint procedure, please direct your questions to the Human Resources Coordinator.

5. ***Substance Abuse Prohibited:*** The City is determined to eliminate the use of illegal drugs, alcohol, and controlled substances at its work sites. Volunteers are prohibited from use of such substances at all City work sites and volunteer sites. Use of illegal drugs, alcohol and controlled substances at City work sites or volunteer sites may result in discipline, up to and including termination of volunteer services.

**Exhibit "C"**
**City of Winter Springs**
**City Volunteer Enrollment**

Your Name _____

Organization _____

Street Address _____

City _____ Zip_____

Telephone No. _____ Choose One: Home ○ Business ○ Cellular ○

Date of Birth _____

Emergency Contact Name_____

Emergency Contact Phone_____

Relationship _____

*If your volunteer assignment will include driving or operating a vehicle, please provide the following information:*

Driver's License:_____ Expiration Date:_____

Auto insurance company:_____

*The following information will be completed by the Human Resources Coordinator:*

Volunteer Assignment

Position: _____

Location: _____

Supervisor:_____

Start Date_____ End Date_____

Background Check Required? Yes/No _____

Background Check Completion Date: _____

Vehicle Required? Yes/No _____ Type: _____

**Exhibit "D"**
**City of Winter Springs**
**City Volunteer Release of Liability**

In accepting a position as a volunteer with the City of Winter Springs, I agree to accept voluntary Workers' Compensation coverage as the sole and exclusive remedy for any injuries I might sustain while in such volunteer service. Such voluntary Workers' Compensation coverage will be in effect to pay for medical attention for actual injuries sustained during volunteer service subject to Workers' Compensation statutes and regulations. Since volunteer service does not include wages, such compensation does not provide for same.

**HOLD HARMLESS AGREEMENT**: I agree to hold the City of Winter Springs harmless for any such injuries and agree not to pursue legal proceedings against the City for any reason associated with voluntary service except through the Workers' Compensation Act.

_____ _____
Signature of Volunteer Date

_____
Print Name of Volunteer

Print Form

**RESOLUTION NUMBER 2022-27**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, AUTHORIZING THE CREATION OF A VOLUNTARY CITY CHAPLAIN POSITION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.**

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

**WHEREAS**, it is the intent of the City Commission of the City of Winter Springs, Florida, to create an unpaid, voluntary City Chaplain position within the City government; and

**WHEREAS**, governments operating within the United States have a longstanding history of appointing and working with chaplains at the federal, state, and local level. For example, chaplains are employed federally in the Veterans Administration, Department of Justice, and the Department of Defense. The First Congress of the United States utilized the services of a chaplain, and presently both the United States Senate and the United States House of Representatives have official chaplains. The State of Florida House of Representatives also utilizes the services of a chaplain. Local governments have historically used chaplains as well and continue to do so to the present day. Often local governments appoint chaplains to serve within police departments, fire departments, schools, and/or hospitals; and

**WHEREAS**, a chaplain may serve many functions which would be beneficial to the City, including: providing counseling and support to City employees; acting as a liaison between the City government and local faith groups; providing invocations before or benedictions after official City meetings or events; coordinating with local faith groups to schedule guest chaplains to provide invocations before City meetings; providing spiritual counseling to City personnel as requested by said personnel; and providing moral support to the City at large during times of crisis; and

**WHEREAS**, in Town of Greece, N.Y. v. Galloway, 572 U.S. 565 (2014), the Supreme Court of the United States held that prayer conducted by a chaplain to open town board meetings does not violate the Establishment Clause of the First Amendment of the United States Constitution so long as the government does not dictate what religion the chaplain belongs to or the content of the prayer; and

**WHEREAS**, in Marsh v. Chambers, 463 U.S. 783 (1983), the Supreme Court of the United States held that the practice of opening legislative sessions with prayer is a part of the fabric of society deeply rooted in the history and tradition of the nation and therefore does not violate the Establishment Clause; and

**WHEREAS**, in Kennedy v. Bremerton School District, 142 S.Ct. 2407 (2022), the Supreme Court of the United States held that the Establishment Clause must be interpreted by reference to historical practices and understandings, and that the line that governments must draw between permissible and impermissible activities under the Establishment Clause must accord with history and must reflect the understanding of the founders; and

**WHEREAS**, in Williamson v. Brevard County, 928 F.3d 1296 (11th Cir. 2019), the Eleventh Circuit Court of Appeals found that a local government violates the Establishment Clause when it chooses chaplains in a manner which categorically excludes members of certain religions, or which otherwise engages in discrimination by expressing a preference for chaplains of one religious denomination over another. The Eleventh Circuit further reasoned that chaplains must be chosen based upon neutral, secular, criteria to comply with the Establishment Clause; and

**WHEREAS**, in Atheists of Florida, Inc. v. City of Lakeland, Fla., 713 F.3d 577 (11th Cir. 2013), the Eleventh Circuit found that a City's selection process for invocation speakers does not violate the Establishment Clause if the selection process does not advance or disparage any particular faith. The Eleventh Circuit further found that the No-Aid Clause of the Florida Constitution, FL CONST. Art. 1 § 3, is not violated where invocation-givers and chaplains are unpaid volunteers and where no religious group receives a pecuniary benefit; and

**WHEREAS**, the City Commission is relying upon the aforementioned legal authority for the purposes of adopting this Resolution; and

**WHEREAS**, the City Commission recognizes that the City Chaplain position must not be used to advance or disparage any particular religion. The City Commission further does not intend for the Chaplain position to create an excessive entanglement of church and state; and

**WHEREAS**, the City Commission recognizes that the City Chaplain position shall be unpaid and voluntary, and that no religious group shall receive a pecuniary benefit in association with the Chaplain position, and that the City will comport with the requirements of FL CONST. Art. 1 § 3, which provides that "[T]here shall be no law respecting the establishment of religion or prohibiting or penalizing the free exercise thereof. Religious freedom shall not justify practices inconsistent with public morals, peace or safety. No revenue of the state or any political subdivision or agency thereof shall ever be taken from the public treasury directly or indirectly in aid of any church, sect, or religious denomination or in aid of any sectarian institution;" and

**WHEREAS**, the City Commission recognizes that City Chaplain positions shall be open to persons of all faiths and that the Chaplain shall be chosen via a set of secular selection criteria; and

**WHEREAS**, the City Commission recognizes that the appointment of chaplains whose duty is to serve a governmental entity and to provide support to Government officers, agents, and employees, has a longstanding history and tradition in the United States; and

**WHEREAS**, the City Commission of the City of Winter Springs hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Winter Springs; and

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

**Section 1. Intent and Purpose.** This Resolution is intended to have a secular, non-religious purpose. The intent and purpose of this Resolution is to recognize that there are many functions a City Chaplain may perform which would be a great benefit to both the City at large and to City personnel in an individual capacity. The primary effect of this Resolution is neither to advance nor disparage any particular religion or religious denomination. This Resolution is not intended to promote or support an unconstitutional entanglement of church and state.

**Section 2. Creation of a City Chaplain position.** The City Commission hereby determines that the creation of a voluntary City Chaplain position is consistent with the applicable State and Federal laws, and in accordance with the Policies and Procedures set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference. Accordingly, upon approval by the City Commission, the position of City Chaplain shall be created. A City Chaplain shall be chosen by the City Commission using a secular set of appointment criteria. The City may appoint multiple Chaplains to serve at one time. Chaplains shall serve for terms of one year, subject to re-appointment by the Commission.

**Section 3. Duties of the Chaplain.** The general duty of the City Chaplain shall be to serve the City of Winter Springs during times of need or crisis in accordance with the job task outlined in **EXHIBIT "B,"** which is attached hereto and fully incorporated herein by this reference. Without limiting the foregoing, it is the intent of this Resolution that the City Chaplain be readily available to counsel City personnel, as well their families, and other individuals in the community who may be in need of the Chaplain's services. The Chaplain shall be responsible for providing on-call guidance, counseling, consultation, and other forms of human crisis intervention to those in need. The Chaplain may provide spiritual counseling only to those who specifically request spiritual counseling. The City Chaplain must express themselves with tolerance and respect for people of all religions. The City Chaplain shall not discriminate against individuals on the basis of race, gender, sex, national origin, ability, or religion.

**Section 4. Repeal of Prior Inconsistent Resolutions.** All prior inconsistent resolutions adopted by the City Commission, or parts of prior resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

**Section 5. Police Department Chaplain Program.** Nothing herein is intended to repeal or modify the City Chaplain Program established by the Winter Springs Police Department. The City Chaplain program established by this Resolution is of more general scope than the one established by the Police Department for police department purposes and shall provide additional chaplain services in addition to and supplemental to the police department's chaplain program.

**Section 6.** **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

**Section 7.** **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to the City Charter.

**ADOPTED** by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 10th day of October, 2022.

**KEVIN McCANN, Mayor**

**ATTEST:**

**CHRISTIAN GOWAN**
**City Clerk**

CITY OF WINTER SPRINGS FLORIDA SEMINOLE COUNTY INCORPORATED 1959

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

**ANTHONY A. GARGANESE**
**City Attorney**

**EXHIBIT "A"**
**RESOLUTION NO. 2022-27**

# CITY CHAPLAIN PROGRAM
# POLICIES AND PROCEDURES

| CITY OF WINTER SPRINGS | CITY COMMISSION |
|---|---|
| TITLE:<br>CITY CHAPLAIN PROGRAM | REF. No: |
| Effective: 10/10/2022 | Revised: |
| STANDARDS OF PERFORMANCE | |

**PURPOSE**: This directive is to establish guidelines for the operation and management of the City of Winter Springs City Chaplain Program.

**DISCUSSION**: The City Chaplain Program is an unpaid, volunteer position occupied by one or more local clergy members who desire to serve the City during times of distress. The program is intended to provide citywide coverage, with the services of a Chaplain being made available to the employees of the City of Winter Springs on an as-needed basis.

**POLICY**: It is the policy goal of the City of Winter Springs to make readily available counseling services to City personnel, their families, and other members of the community in need of such services, either when needed or upon request. To accomplish this policy objective, the City will maintain a Chaplain Program responsible for providing on-call counseling, consultation, and other forms of human crisis intervention to those in need. The Chaplain may also provide spiritual guidance to those who request such guidance.

The goal of the City Chaplain Program is to provide a trusted individual in whom City personnel as well as citizens of the community may confide and from whom City personnel may seek assistance in dealing with personal hardships. In addition, the Program strives to establish and maintain an attitude of cooperation between the City and the local community.

**CHAPLAIN SELECTION CRITERIA:**

A. To qualify as a City Chaplain, one must meet the following criteria:

1. Be a resident of the State of Florida.
2. Maintain high moral and ethical standards.
3. Possess a caring and understanding attitude towards all people regardless of race, national origin, sex, gender, ability, or religion.

4. Be willing and able to respond to situations where the presence of a City Chaplain is required.
5. Have the approval of the City Commission of the City of Winter Springs.
6. Consent to signing the City of Winter Springs Hold Harmless Agreement.

**DUTIES AND RESPONSIBILITIES:**

A. Assist the City of Winter Springs during times of distress.

B. Visit infirm City employees.

C. Demonstrate appropriate communication skills in formal settings such as official City meetings, as well as in informal settings.

D. Act as a liaison between the City of Winter Springs and the religious groups of all denominations located within the City and the surrounding areas.

E. Provide counseling and moral support for City employees, as requested.

F. Attend official City meetings and social events, providing invocations and benedictions, as requested.

G. Provide spiritual aid and counseling for City employees, as requested.

H. Coordinate with local faith groups to schedule guest Chaplains to provide invocations before City meetings.

I. Attend City training sessions on a regular basis.

J. Engage in ongoing training to enhance the Chaplain's efficiency in meeting with and assisting people in crisis.

K. Periodically attend briefing sessions to familiarize themselves with the operations of the City.

L. Remain open and flexible to new concepts and/or additional duties as deemed necessary by the City Commission.

**ADDITIONAL INFORMATION:**

A. City Chaplains serve on a voluntary basis and at the will of the City Commission. Their services may be terminated at any time by the City Commission for any reason whatsoever if it is felt that their involvement in the program is not in the best interest of the City of Winter Springs.

B. The City may appoint multiple Chaplains to serve at one time. Chaplains shall serve for terms of one year, subject to re-appointment by the Commission.

C. Any information received by the Chaplain while in the performance of their official duties is to remain in the strictest confidence as allowed by law.

D. Chaplains do not act as an extension of their denomination or faith group. A Chaplain position may not under any circumstances be used as an opportunity to preach, proselytize, or otherwise advance any particular religion or belief.

E. The Chaplain may only provide religious counseling if requested by the counselee. If the counselee does not request spiritual counseling, only secular counseling and support may be offered.

F. A Chaplain should be willing to become involved in training programs that enhance one's efficiency in meeting and dealing with people in crisis.

G. A Chaplain should be familiar with community medical, psychiatric, and other aid resources in the local area.

H. The Chaplain's responsibility is to assist all City employees and their families, upon request, in matters within the chaplain's professional realm. The chaplain shall not interfere with a City employee, agent, or official, in the performance of that employee's duty.

I. The Chaplain shall not lend their presence to any political or social movement in a manner that may suggest the City's endorsement of such a movement. Any such endorsement or advocacy must be undertaken only as a civilian member of the clergy. Political and social movements are

clearly distinguishable from civic office. The Chaplain's role as a public servant must be distinct from their role as a clergy-member.

**ADMINISTRATION OF THE CHAPLAIN PROGRAM:**

A. The City Chaplain Program is administered by the City Commission of the City of Winter Springs.

B. The City Clerk on behalf of the City Commission shall publish and maintain a current list of approved City Chaplains. Contact information for the City Chaplains is available through the City's contact directory.

C. All employees, officers, and agents of the City of Winter Springs are authorized to make direct contact with the City Chaplain for personal reasons.

**RELEASING INFORMATION:**

A. Members of the City Chaplain Program may not, without prior approval of the City Commission or City Manager, discuss with the media or other unauthorized persons official City business in which they may have become involved or have personal knowledge.

**Approved by the City Commission by Resolution No. 2022-27 on this 10th day of October, 2022**

**EXHIBIT "B"**
**RESOLUTION NO. 2022-27**

# City of Winter Springs
## Job Task Analysis

| Position: | Department: | Pay: |
|---|---|---|
| Chaplain | Citywide | Unpaid/Volunteer |

General Description:

The general duty of the City Chaplain is to serve the City of Winter Springs during times of need or crisis. They are to be readily available to counsel City employees, their families, and other individuals in the community in need of support. A Chaplain is responsible for providing on-call guidance, counseling, consultation, and other forms of human crisis intervention to those in need. Chaplains must express themselves with respect for people of all religions.

| Job Task: | Importance | Frequency |
|---|---|---|
| 1. Assist the City of Winter Springs during times of distress. | 1 2 3 **4** | 1 **2** 3 4 |
| 2. Visit infirm City employees or members of the community. | 1 2 **3** 4 | 1 **2** 3 4 |
| 3. Demonstrate appropriate communication skills in formal settings such as official City meetings, as well as in informal settings. | 1 2 3 **4** | 1 2 3 **4** |
| 4. Act as a liaison between the City of Winter Springs and religious groups of all denominations located within the City and the surrounding areas. | 1 2 3 **4** | 1 2 3 **4** |
| 5. Provide counseling for City employees and members of the community, as requested. | 1 2 3 **4** | 1 2 **3** 4 |
| 6. Attend official City meetings and social events, providing invocations and benedictions, as requested. | 1 2 3 **4** | 1 2 3 **4** |
| 7. Provide spiritual aid and counseling for City employees and members of the community, as requested. | 1 2 **3** 4 | 1 2 **3** 4 |
| 8. Coordinate with local faith groups to schedule guest chaplains to provide invocations before City meetings. | 1 2 **3** 4 | 1 2 **3** 4 |
| 9. Attend City training sessions. | 1 **2** 3 4 | 1 **2** 3 4 |
| 10. Engage in ongoing training to enhance the Chaplain's efficiency in meeting with and assisting people in crisis. | 1 **2** 3 4 | 1 2 **3** 4 |
| 11. Periodically attend briefing sessions to familiarize themselves with the operations of the City. | 1 2 3 **4** | 1 **2** 3 4 |

These essential job functions are not to be construed as a complete statement or all duties performed. The Chaplain will be required to perform other job-related marginal duties as required.

Required Qualifications:

- English language fluency. Fluency in Spanish and other languages is helpful.
- Knowledge of general, nonreligious counseling and/or crisis intervention.
- Familiarity with services available in the community to assist persons in crisis, such as local medical and psychiatric resources, as well as other community aid resources.
- Knowledge regarding spiritual guidance and religious counseling.
- Demonstrated commitment to showing respect to all persons regardless of race, sex, gender, national origin, ability, or religion.
- Demonstrated dedication to ethics and professionalism.
- Basic knowledge of the function of the local government of the City of Winter Springs and the Winter Springs City Commission, or willingness to learn about the function of the City government.

Environmental Conditions:

- Work may be inside in an office environment or outside in the field, as needs dictate.
- May during the day or at night, as needs dictate.

Education and Experience:

- High school graduate or recipient of an acceptable equivalent diploma.
- Education and/or specialized training in providing secular counseling services.
- Experience and/or specialized training in theological counseling.

(A comparable amount of training, education or experience can be substituted for a minimum qualification).

Licenses and Certifications:

- Theological Training Certificate.
- Certificates in at least one form of non-religious counseling.

**Approved by the City Commission by Resolution No. 2022-27 on this 10th day of October, 2022**

# CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

2024 City of Winter Springs Community Events Calendar

## SUMMARY

Attached is the 2024 City of Winter Springs Community Event Calendar for City events and programs.

## FUNDING SOURCE

All of the events and programs listed are funded through budgeted resources as well as sponsorships.

## RECOMMENDATION

Staff recommends the City Commission approve the 2024 City of Winter Springs Community Events Calendar. Additionally, authorization for the City Manager and City Attorney is requested to prepare and execute any and all applicable contract documents consistent with this agenda item.

# CITY OF WINTER SPRINGS
# 2024 CITY EVENTS & PROGRAMS

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

**46th Central Florida Scottish Highland Games**

Saturday, January 13 and 14, 8 am-5 pm
Central Winds Park
Join us for the 46th annual Central Florida Scottish Highland Games. Enjoy Scottish food, heritage, dancing, and athletics at Central Winds Park. For more information visit www.flascot.com

**25th Annual Father Daughter Dance**

Saturday, February 10, 6 pm - 8 pm
Winter Springs Senior Center
Join us for our annual Father Daughter Dance! Set out for a fun-filled night of dancing & music your little girl will never forget. Enjoy a live DJ, a free photo by a professional photographer, free refreshments, & great prizes!

**Arbor Day Tree Giveaway**

Online registration begins February 12, 2024 at 8am and closes March 25, 2024 at 5 pm
Embrace Arbor Day by planting a tree! Winter Springs Residents can register online to receive a complimentary tree delivered to their home just in time for the Arbor Day celebration. Limit one tree per household.

**Movie In The Park**

Friday, March 1, 7:30 pm - 9:30 pm
Torcaso Park
Bring a lawn chair or picnic blanket and enjoy a family movie in the park.

**Egg-citing Egg Hunt**

Friday, March 22, 4:30 pm - 8:30 pm
Central Winds Park
Join us for a parkwide spring egg hunt! Children aged 2 to 12 are invited to bring their own baskets, search for eggs, indulge in local food trucks, and have a chance to win exciting prizes, including a special surprise for finding the golden egg!

**Fish Winter Springs (Week 1)**

Saturday, May 4, 8 am - 10 am
Central Winds Park
Enjoy a morning of fishing fun with the family! Bring your child to experience the leisure of fishing and learn how to cast, bait the hook, and the safety of the outdoors.

**Fish Winter Springs (Week 2)**

Saturday, May 11, 8 am - 10 am
Central Winds Park
Enjoy a morning of fishing fun with the family! Bring your child to experience the leisure of fishing and learn how to cast, bait the hook, and the safety of the outdoors.

**Food Truck Thursday (May)**

Thursday, May 16, 5pm - 8pm
Trotwood Park
Join us at Trowtwood Park for an evening filled with delicious food from local food trucks and vendors. Bring a blanket or lawnchair for a picnic in the park.

**Camp Sunshine (10 Weeks)**

Tuesday, May 28 - Friday, August 2
Winter Springs Civic Center
Camp Sunshine is a day camp for elementary aged children. Campers will engage in activities that encourage teamwork, creativity, and leadership skills.

**WSPD Community Youth Outreach (4 Weeks)**

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

**Celebration of Freedom**

Thursday, July 4, 5 pm - 9:30 pm
Central Winds Park
Get ready to light up the night this 4th of July at Central Winds Park! Join us for the 26th annual Celebration of Freedom, packed with live entertainment, a free kid's area, fantastic vendors, and a breathtaking fireworks finale! Don't forget to wear your red, white, and blue.

**9/11 Memorial Ceremony**

Wednesday, September 11, 8:30 am – 9am
Winter Springs Police Department
Please join the City of Winter Springs Mayor, Commission, and staff for the 23-year remembrance of September 11 events.

**Food Truck Thursday (September)**

Thursday, September 19, 5pm - 8pm
Trotwood Park
Join us at Trowtwood Park for an evening filled with delicious food from local food trucks and vendors. Bring a blanket or lawnchair for a picnic in the park.

**WSPD Ghoulishly Good Times**

October Date TBD
Torcaso Park
Winter Springs Police Department is providing treats and popcorn for all, and there will be dinner options from local food trucks. Bring a lawn chair or blanket to enjoy a family movie in the park.

**18th Annual Hometown Harvest**

Saturday, October 26, 4:30 pm - 8:30 pm
Central Winds Park
Celebrate autumn at our 18th annual fall festival Hometown Harvest! From FREE hayrides to live musical performances, this event hosts many fun activities, including the Winter Springs Got Talent competition!

**WSPD National Night Out 2024**

Saturday, October 26, 4:30 pm - 8:30 pm
Central Winds Park
Come celebrate National Night Out at Hometown Harvest with WSPD! Celebrate the ability to walk freely through the streets without the fear of being victimized by crime. WSPD will have specialty vehicles on display and officers to meet!

**Veterans Day Tribute**

Monday, November 11, 6pm - 7pm
Veterans Memorial at Town Center
Join the City of Winter Springs as we honor our nation's heroes. This event offers a time to honor our 2024 Hometown Hero and remember veterans and those who have made the ultimate sacrifice for our freedom.

**42nd Annual Winter Wonderland**

Saturday, December 7, 4 pm - 8 pm
Winter Springs Town Center
Tis the season for joy and celebration! Stop by and enjoy the festivities this holiday season at Winter Wonderland! Experience an evening with one of the longest-running traditions in our city, the 42nd annual Holiday Parade featuring local talent and businesses, and the annual Christmas tree Lighting! Enjoy local entertainment and a visit from Santa Claus!

**Light Up Central Winds!**

Drive-Thru December,13,14,15,20 from 7:00 pm-9:30pm
Walk-Thru Saturday, December 21, from 5 pm - 8:30 pm
Central Winds Park
Visit Central Winds Park and view holiday light tunnels for free presented by the City and local businesses and organizations.

**WSPD Santa's City Run**

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

# CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Lead & Copper Rule Revision Compliance & Lead Service Line Inventory Assistance

## SUMMARY

The U.S. Environmental Protection Agency (EPA) published revisions to the Safe Drinking Water Act (SDWA) Lead and Copper Rule (LCR) in the Federal Register in January 2021 (with an enforced compliance date of October 16, 2024). The LCR Revisions (LCRR) require near term-strategies for public water system compliance for all utilities. Notably, the LCRR requires that all water systems create an inventory of lead service lines (LSLs), or demonstrate absence of LSLs, by the October 2024 compliance date. This LSL inventory requirement represents a significant step toward safeguarding public health from lead exposure through drinking water (by mandating all water utility providers to develop comprehensive inventories of their service lines). At this point in time, the purpose of the LCRR is to collect data, set the stage for informed decision-making and plan for any future replacements, if needed. While immediate replacement obligations are not imposed, a replacement plan for LSLs (if found) will be required by the October 2024 compliance date. Transparent, timely, and effective communication with the residents of Winter Springs is a key component of LCRR compliance. Carollo Engineers, Inc. will provide plan development, technical reporting, field coordination, regulatory support, and community outreach and communication to meet requirements of the LCRR by the compliance October 2024 date. This project will be ongoing for the next year and costs $262,521.76.

## FUNDING SOURCE

## RECOMMENDATION

Staff recommends the Commission approve Carollo Engineers to provide work totaling $262,521.76 to meet the requirements of the Lead and Copper Rule Revisions and authorize the Interim City Manager and City Attorney to prepare and execute any and all applicable documents consistent with this item.

Engineers...Working Wonders With Water®

200 East Robinson Street, Suite 1400, Orlando, Florida 32801

P. 407.478.4642 F. 407.478.4643

City of Winter Springs
LCRR Compliance and LSL Inventory Assistance
October 2023

# SCOPE OF SERVICES

## PROJECT BACKGROUND AND DESCRIPTION

The U.S. Environmental Protection Agency (EPA) published revisions to the Safe Drinking Water Act (SDWA) Lead and Copper Rule (LCR) in the Federal Register on January 15, 2021 (86 FR 4198). The LCR Revisions (LCRR) are delineated into six (6) key focus areas which include the following:

1. Identifying the areas most impacted.
2. Strengthening drinking water treatment requirements.
3. Replacing lead service lines.
4. Increasing sampling reliability.
5. Improving risk communication.
6. Protecting children in schools and childcare facilities.

Several of the revisions require significant, near-term strategies for public water system compliance. Notably, the LCRR requires that water systems create an inventory of lead service lines (LSLs), or demonstrated absence of LSLs, by the October 16, 2024 compliance date. These inventories include classification of service lines with unknown materials as "lead status unknown" as well as service lines with galvanized pipes formerly or currently downstream of LSLs as "galvanized requiring replacement". Water systems are required to alert customers annually if they are served by "lead," "lead status unknown," or "galvanized requiring replacement" service lines.

Additional modifications under the LCRR include a new 10 µg/L trigger level based on 90th percentile lead concentrations, and follow-up requirements for individual tap samples above 15 µg/L. Under the LCRR, water systems are also required to sample 20% of all schools and childcare facilities each year for five years until all such facilities have been sampled. Water systems must develop a list of childcare facilities and elementary schools in advance of the October 16, 2024 deadline.

The LCRR requires that water systems complete the following steps by October 16, 2024:

- Develop a lead service line inventory (LSLI);
- Develop an LSL replacement plan, unless all service lines are confirmed to be non-lead;
- Update the list of lead and copper compliance sampling locations as applicable to meet the revised tiering structure under the LCRR;
- Prepare a list of childcare facilities and elementary schools within the service area; and
- Develop updated communications that address new public education and outreach requirements under the LCRR.

This Scope of Services authorizes Carollo Engineers, Inc. (Carollo) to assist the City of Winter Springs (City) with developing a LCRR compliance plan and the initial LSL inventory. Tasks are also included in this Scope of Services to provide the City with:

1. An LSL Replacement Plan (if the City is known or expected to have LSLs).
2. An updated LCRR sampling plan if the findings of the LSL inventory require updates to the sampling pool or protocols.
3. School and childcare facility sampling guidance, including the initial list of facilities and guidance based on the LCRR requirements for sampling procedure and outreach.
4. Communications and outreach templates based on LCRR requirements.

The following presents the specific tasks that will be performed as part of this Scope of Services. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein, and are reflected in the attached Project Budget.

As of this Scope of Services, FDEP has not provided guidance or state-specific rule language. This Scope of Services assumes that FDEP requirements will be identical to federal requirements.

## SCOPE OF SERVICES

The scope of services to be provided as part of this project is summarized by the following tasks:

- Task 1 – Data Review and Compliance Plan
  - Task 1.1 – LCRR Data Request and Review
  - Task 1.2 – LCRR Compliance Plan
- Task 2 – LSL Inventory and LCRR Compliance Assistance
  - Task 2.1 – LSL Inventory Development
  - Task 2.2 – LSL Replacement Plan
  - Task 2.3 – LCRR Sampling Plan Updates
  - Task 2.4 – School and Childcare Facilities Sampling Guidance
  - Task 2.5 – Communications and Outreach Templates
- Task 3 – Project Management, Meetings, and Regulatory Coordination
  - Task 3.1 – Project Management and Meetings
  - Task 3.2 – Regulatory Coordination
- Task 4 – As-Needed Contingency

Carollo will coordinate and perform quality assurance and quality control (QA/QC) for the project, facilitated by a Quality Manager assigned to the project. Hours for QA/QC are included in the associated task.

## TASK 1 – DATA REVIEW AND COMPLIANCE PLAN

### Task 1.1 – LCRR Data Request and Review

Carollo will develop and submit a data request to establish existing conditions pertinent to the City's LCRR compliance strategy. The data request will be submitted at the beginning of the project. Carollo will perform a preliminary review of the information prior to the kickoff meeting so that the kickoff meeting can be a productive workshop. If data gaps are identified during the workshop, Carollo will communicate these gaps to the City and work with the City to address these gaps.

Items requested for background may include, but are not limited to:

1. Historical lead and copper monitoring data.
2. Locations of historical monitoring data.
3. Methods for lead and copper sampling.
4. Historical water quality data for the City's water supplies. Water quality data of interest includes lead, copper, pH, alkalinity, calcium, chloride, sulfate, total dissolved solids, temperature, and other water quality parameters impacting corrosion.
5. Representative subset of tax assessor records on property ages, tap cards, and plumbing permits.
6. Maps of distribution system, neighborhood or subregional water systems, and service line materials (shapefiles).
7. Information on the City's programs that could be sources of information on service line materials (e.g., meter replacement programs, if applicable).
8. Available information on childcare facilities and schools.
9. Information on current LCR communication practices and materials.

Carollo will provide a cursory review of the historical water quality and lead and copper data to evaluate potential compliance considerations under the LCRR.

Carollo will work with the City to review a subset of the historical records that EPA requires water systems to review under the LCRR to identify which source(s) of information can be used to facilitate development of an initial service line inventory. This initial records review will also support LCRR requirements stating that water systems review construction and plumbing codes, permits, distribution system maps and drawings, historical records on service connection, meter installation records, and other information to identify service line materials for the initial inventory. Carollo will also review the City's geographic information system (GIS) and identify opportunities to pull in records to facilitate inventory development. Findings will be presented at a monthly progress meeting to facilitate a discussion with the City on data management preferences for the LSL inventory (e.g., using ESRI's LSL Inventory display tools, and/or the EPA template).

***Task 1.1 Deliverables:***

- Data request, submitted electronically in .pdf or Microsoft Excel format.

### Task 1.2 – LCRR Compliance Plan

Carollo will develop a concise memorandum for the City to comply with the LCRR. For each major rule revision that could impact the City, Carollo will outline the City's current compliance status (e.g., documentation of publicly owned portion of the service lines) and a strategy for compliance.

- **LSL Inventory Guidance**. A range of approaches have been proposed/used for utilities to identify LSLs that can be categorized as either direct or indirect identification. Indirect identification includes reviewing property records, using machine learning to improve predictions of LSL locations, or conducting sample profiles correlated to aliquots of water coming from inside the house, versus the service line. Customer surveys can also be used, specifically for information on materials used in the privately-owned portion of the service line. Direct identification methods include inspecting the service lines at the meter box, using CCTV, and/or excavating or potholing to confirm service line materials from the curb stop to the house. Carollo will work with the City to

identify available data which may be incorporated into the LSL Inventory. After meeting with the Florida Department of Environmental Protection (FDEP) under Task 3.2 to confirm approaches that meet state requirements for developing information on service line materials (focused on the privately owned portion that has not yet been documented), Carollo will provide recommendations to the City.

- **Review Communication Strategy**. The LCRR requires new public communication steps such as 24-hour notice prior to the disturbance of an LSL and individual notification of all persons served by a sampled tap that exceeds the 15 ug/L action level within 72 hours. Carollo will review current public communication strategies for needed modifications to meet the various new requirements under the LCRR.
- **Modified Sampling Plan and Locations**. Carollo will review potential impacts of the rule revisions on the City's current LCR monitoring locations and methodologies to provide recommendations for any changes factoring in available information on LSLs. Carollo will review sample sites and identify any changes in sample locations based on the LCRR. Carollo will also review current sampling protocols for any changes required to comply with the LCRR. For example, the LCRR requires collection of the fifth liter sample (rather than the first liter) from homes with LSLs. Carollo will review LCRR requirements for sampling licensed childcare facilities and elementary schools and identify steps for City compliance.
- **Review Water Treatment Requirements**. Carollo will review the City's lead data to preliminarily assess whether the City could be impacted by reporting requirements for individual sample values above 15 µg/L. Concentrations could change with revised sampling locations and procedures (i.e., 5th liter) under the LCRR. Carollo will also review rule changes to identify other possible impacts to the City. For example, Carollo will review the current corrosion control treatment approach for compatibility with LCRR requirements on strengthening corrosion control treatment.
- **Coordinate with FDEP**. Carollo will coordinate with FDEP under Task 3.2 to confirm state requirements for LCRR compliance.
- **Draft and Final LCRR Compliance Plan**. Carollo will develop a draft and final LCRR Compliance Strategy Plan memorandum. The LCRR Compliance Strategy Plan is intended to provide a roadmap for compliance with the new requirements by the stipulated deadlines (e.g., completion of an LSL inventory by October 16, 2024). The steps will be prioritized and delineated into multiple phases to help group projects/activities for sequential completion.

***Task 1.2 Deliverables:***

- Draft and Final LCRR Compliance Plan memorandum, submitted electronically in .pdf format.

## TASK 2 – LSL INVENTORY AND LCRR COMPLIANCE ASSISTANCE

### Task 2.1 – LSL Inventory Development

Carollo will implement the plans for developing the LSL Inventory, as provided in the LCRR Compliance Plan, which will include the following major activities:

- **Develop Data Management Framework.** Development of a data management framework, potentially using a combination of the City's GIS system and the EPA service line inventory template.
- **Review Historical Records.** Based on feedback from the City and FDEP during Task 1.2, Carollo will compile and review historical records that inform the service line material designations.

- **Integrate Historical Record Data.** Data integration from historical records into the data management platform, including property age, pipe size diameter, and any additional relevant data from work order requests, plumbing codes and permits, etc. If FDEP allows for and the City elects to include customer surveys, profiled sampling, and/or geostatistics to support the LSL inventory development, Carollo can support those activities as part of this task. Note, however, that the fee estimate does not include costs for geostatistical modeling, profiled sampling, or survey application. A Draft LSL Inventory, based on the record review alone, will be developed prior to field investigations.
- **Field Investigation Support.** Carollo will work with the City to develop a prioritized list of properties for field inspection, focused on homes constructed prior to 1989 and with service line diameters less than a predetermined pipe diameter (e.g., 2-inches). The percentage of homes for field verification will require concurrence from FDEP. The Florida ban on lead plumbing materials was first promulgated on January 18, 1989, and field verification could therefore be a substantial effort if there are many unknown lines. It is possible that historical records or plumbing practices show lead typically not installed after an earlier date, so these investigations will be dependent on the reliability of historical information. Properties for field inspection will focus on a subset of homes within neighborhoods constructed around the same time, using similar plans. Carollo will meet with FDEP under Task 3.2 to confirm the percentage of homes requiring inspection. Carollo will then develop standard operating procedures (SOPs), training, and limited quality control for field inspection activities. SOPs and training could be provided for City staff or contractors that respond to work order requests, conduct meter replacements, or read meters, taking advantage of ongoing activities to also document service line materials. This scope of work assumes the City will perform all field investigations, including potholing for a small subset of homeowner service lines. Carollo will perform on-site field investigation quality control of up to twenty City-performed investigations, limited by the hours presented in the fee breakdown sheet. Carollo will perform the on-site field investigation quality control between the hours of 8:30 am and 4:30 pm for homes either requiring, or not requiring, potholing.
- **Continued Regulatory Coordination.** Carollo will continue to meet with FDEP under Task 3.2 to confirm state requirements for developing the LSL inventory. In addition to email and phone communication, one meeting is assumed.
- **LSL Inventory Submittal Support.** Carollo will coordinate with the City and FDEP to submit the FDEP-compliant LSL inventory by October 16, 2024. Under this subtask, Carollo will also support the City in completing a GIS-based inventory with a publicly available map if the City elects to use this format. Task 3.1 includes up to two coordination meetings with the City, limited to the hours in the fee breakdown sheet, for final QA/QC of the inventory and to complete any final steps for the LSL Inventory submittal.

***Task 2.1 Deliverables:***

- Draft and Final Field Inspection SOPs, submitted electronically in .pdf format.
- Draft and Final LSL Inventory submitted electronically.

### Task 2.2 – LSL Replacement Plan

Under this subtask, Carollo will prepare lead service line replacement (LSLR) plan for the City including the following information:

- **LSLR prioritization strategy.** Carollo will develop a LSLR prioritization strategy that may be based on factors, including but not limited to, the targeting of known LSLs, LSLR for disadvantaged consumers, and populations most sensitive to the effects of lead. This prioritization could include GIS tools for vulnerable communities if available.
- **Unknown Service Line Strategy.** Carollo will develop a utility-wide strategy for determining the composition of lead status unknown service lines in the City's inventory.
- **LSLR Goal Rate.** In conjunction with the City and FDEP, Carollo will develop a recommended LSLR goal rate in the event of a lead trigger exceedance level (the minimum mandatory full LSLR requirement rate is 3% annually).
- **Full LSLR Procedures.** Carollo will review the City's existing LSLR procedures, if available, and develop procedures for full LSLR if required. Carollo will also develop procedures and strategies for informing customers before LSLR and flushing service lines.
- **Funding strategy.** Carollo will work with the City to evaluate funding strategies for conducting LSLRs which considers ways to accommodate customers that are unable to pay to replace the portion they own.

The plan will also include a strategy for informing customers before full or partial LSLRs and a procedure for customers to flush their service lines and plumbing of particulate lead.

***Task 2.2 Deliverables:***

- Draft and Final LSL Replacement Plan submitted electronically.

### Task 2.3 – LCRR Sampling Plan Updates

After substantial completion of the LSL inventory, Carollo will review current LCR sample locations and work with the City to update the sampling pool to reflect the new tiering structure. Carollo will develop a comprehensive sampling plan specific to the City's needs, factoring in revised sampling locations and protocols (e.g., 5$^{th}$ liter samples for any lead or galvanized requiring replacement (GRR) service lines).

Carollo will support the City in submitting the LCRR-compliant sampling plan to FDEP.

***Task 2.3 Deliverables:***

- Revised list of sampling sites, if changed under the LCRR.
- Revised tap sampling protocols, if changed under the LCRR.

### Task 2.4 – School and Childcare Facilities Sampling Guidance

Carollo will support the City in preparing for and completing the first year of school sampling, including developing:

- A list of schools and childcare facilities.
- Sampling protocols for school sampling.

***Task 2.4 Deliverables:***

- List of schools and childcare facilities.
- Tap sampling protocols for schools and childcare facilities.

### Task 2.5 – Communications and Outreach Templates

Carollo will develop templates for public education materials required under the LCRR, including:

- Updated language on lead in drinking water for the consumer confidence report;
- Communication to customers with LSLs, GRR, or lead status unknown service lines (LSUSLs);
- Communication to property owners identified under the LCRR-compliant sampling plan;
- Draft surveys for customer input on service line material type on the privately-owned side of the meter (optional); and
- Communication material for sampling in schools.

These public education material templates will be included in an LCRR Communications Plan to be submitted to the City.

Transparent, timely, and effective communication is a key component of LCRR compliance. Even more importantly, communication is critical for maintaining public confidence in the potable water supply and for customer participation in key compliance activities, including sampling at new locations under the revised tiering structure, completion of surveys to identify service line materials on the customer side of the meter, and sampling in schools.

***Task 2.5 Deliverables:***

- Draft and Final LCRR Communications Plan, including templates for public education requirements.

## TASK 3 – PROJECT MANAGEMENT, MEETINGS, AND REGULATORY COORDINATION

### Task 3.1 – Project Management and Meetings

Carollo will perform project management tasks including the following:

1. Manage project team, activities, and budget.
2. Prepare for and attend one (1) kick-off meeting and up to eight (8) progress meetings with City staff.

***Task 3.1 Deliverables:***

- Monthly invoices and progress reports to be submitted electronically.
- Meeting agenda and minutes, to be submitted electronically.

### Task 3.2 – Regulatory Coordination

Carollo will continue to coordinate with FDEP throughout the project. FDEP has not yet published state-specific requirements for some aspects of the LCRR. Carollo will meet with FDEP early in the project during the development of the LCRR compliance plan to confirm state requirements. Additionally, state allowance for using geostatistical methods to confirm service line material type will be discussed if those tools are of interest to the City. During the LSL inventory development in Task 2.1, Carollo will continue to meet with FDEP to confirm state requirements for the inventory.

In addition to email and phone communication, this task includes up to four meetings with FDEP, limited to the hours in the fee breakdown sheet.

## TASK 4 – AS-NEEDED CONTINGENCY

### Task 4.1 – Additional Field Investigation and Funding Support

Depending on the quality and quantity of existing data records, as well as the availability of City staff, support from Carollo may be required. This task is intended to provide as-needed field investigation support to the City crew through as-needed contractor or surveyor services (i.e., completing site visits, pulling meter boxes, verifying pipe material, in-field inventory/logging via GIS, etc.). This task does not include Carollo independently performing field work. As the level of effort is unknown at this time for this as-needed support, the scope of work under this task is limited by the allotted budget. This task is also intended to provide support to the City in identifying funding opportunities for the Project, within the allotted budget.

## WORK ASSIGNMENT ASSUMPTIONS

Because of the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Services, or if the City desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the City and Carollo.

The EPA is currently developing additional legislation, known as the Lead and Copper Rule Improvements (LCRI). According to the EPA, all aspects of the LCRR are potentially subject to revision except for the initial LSL inventory. However, potential future revisions in the LCRI do not remove or adjust the existing compliance deadline for the LCRR. This scope of work assumes that utility compliance requirements will not change prior to the compliance date of October 16, 2024.

The following additional assumptions and City responsibilities apply to this project:

1. This project will be executed collaboratively by the City and Carollo.
2. The general work split between the City and Carollo for Task 2.1 – LSL Inventory Development is assumed to be as follows:
    a. Carollo will prepare a draft LSL inventory for review by the City prior to field investigations.
    b. Carollo will prepare forms or other tools for use in gathering data during field investigations.
    c. The City will be responsible for performing or hiring and managing contractors to perform field work.
    d. The City will be responsible for notifying customers and property owners about field inspections.
    e. Carollo will accompany the City or their contractor(s) on initial field investigations for the purpose of observing the process.
3. The City will provide data and information as listed in Carollo's data request in electronic spreadsheet format to the extent possible.
4. Carollo shall be entitled to rely upon the accuracy of the data and information supplied by the City without independent review or evaluation.

5. The City shall attend all workshops and review meetings to maintain the progress of the project according to the schedule.
6. The City will provide Carollo with access to facilities for data gathering if necessary.
7. Carollo will complete only a cursory review of corrosion control treatment, water quality, and corrosion indices during Task 2.1.
8. The scope is focused on meeting compliance items required by October 16, 2024.
9. The LSL Inventory submittal will consist of the required forms coupled with a GIS interface using the ESRI tool.
10. The City will provide all required information within the period established in the schedule contained in this Scope of Services. The schedule is based on timely receipt of data from the City. The City shall review Draft deliverables and provide comments to Carollo within a two-week period.
11. Carollo has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water/wastewater quality and/or quantity, or over the way the City's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on Carollo's opinion based on experience and judgment. Carollo cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Carollo and Carollo will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between Carollo's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.
12. The services to be performed by Carollo are intended solely for the benefit of the City. No person or entity not a signatory to this Scope of Work shall be entitled to rely on Carollo's performance of its services hereunder, and no right to assert a claim against Carollo by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Scope of Work or the performance of Carollo's services hereunder.

## DELIVERABLES

As outlined in the individual tasks of this Scope of Services, Carollo will provide the City with the following deliverables:

1. Task 1 – Data Review and Compliance Plan
    a. Data request, submitted electronically in .pdf or Microsoft Excel format.
    b. Draft and Final LCRR Compliance Plan memorandum, submitted electronically in .pdf format.
2. Task 2 – LSL Inventory and LCRR Compliance Assistance
    a. Draft and Final Field Inspection SOPs, submitted electronically in .pdf format.
    b. Draft and Final LSL Inventory submitted electronically.
    c. Draft and Final LSL Replacement Plan submitted electronically.
    d. Revised list of sampling sites, if changed under the LCRR.
    e. Revised tap sampling protocols, if changed under the LCRR.
    f. List of schools and childcare facilities.
    g. Tap sampling protocols for schools and childcare facilities.
    h. Draft and Final LCRR Communications Plan, including templates for public education requirements.

3. Task 3 – Project Management, Meetings, and Regulatory Coordination
    a. Monthly invoices and progress reports to be submitted electronically.
    b. Meeting agenda and minutes, to be submitted electronically.
4. Task 4 – As-Needed Contingency
    a. Unknown at this time but may include documents related to field data collection and funding support documents.

## PROJECT FEE

Compensation for the services described above shall be delivered for the not-to-exceed amount of $262,521.76. The basis for this not-to-exceed amount is provided in the attached Exhibit A.

## PROJECT SCHEDULE

The services described above are anticipated to be completed in accordance with the draft schedule shown in Exhibit B. Time durations listed below are weeks measured from the date upon which Carollo received the notice to proceed for the work. The draft schedule is dependent on timely receipt of applicable information and data.

This length of time is also dependent on the following assumptions:

- The City will complete all reviews within ten business days of receiving the submittals.

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200 East Robinson Street, Suite 1400, Orlando, Florida 32801
P. 407.478.4642 F. 407.478.4643

# EXHIBIT A

## CAROLLO ENGINEERS, INC. - ENGINERING SERVICES FEE
## CITY OF WINTER SPRINGS - CONTRACT NO. RFQ #21-01 TP
## LCRR COMPLIANCE AND LSL INVENTORY ASSISTANCE

| Task Identifiers | Task and Sub-Task Description | Carollo Engineers, Inc. | | | | | | | | | Subconsultant | TOTAL PROJECT COSTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Senior Professional ES VIII | Professional ES IV | Professional ES III | Assistant Professional ES II | Word Processing | Labor Hours | Labor Cost | Travel & ODCs | Total Carollo Engineers Cost | As Needed Contractor/Surveyor Field Support | |
| | *Personnel Hourly Rate* | *$250.63* | *$176.05* | *$153.63* | *$133.89* | *$86.63* | | | | | | |
| **1.0** | **Data Review and Compliance Plan** | **38** | **50** | **16** | **132** | **10** | **246** | **$39,324.30** | **$0.00** | **$39,324.30** | **$0.00** | **$39,324.30** |
| 1.1 | LCRR Data Request and Review | 10 | 14 | 4 | 60 | 2 | 90 | $13,792.18 | $0.00 | $13,792.18 | | $13,792.18 |
| 1.2 | LCRR Compliance Plan | 28 | 36 | 12 | 72 | 8 | 156 | $25,532.12 | $0.00 | $25,532.12 | | $25,532.12 |
| **2.0** | **LCRR Compliance Assistance** | **82** | **154** | **86** | **514** | **32** | **868** | **$132,467.16** | **$4,000.00** | **$136,467.16** | **$0.00** | **$136,467.16** |
| 2.1 | LSL Inventory Development | 32 | 94 | 42 | 262 | 8 | 438 | $66,793.54 | $4,000.00 | $70,793.54 | | $70,793.54 |
| 2.2 | LSL Replacement Plan | 14 | 26 | 16 | 102 | 8 | 166 | $24,894.02 | $0.00 | $24,894.02 | | $24,894.02 |
| 2.3 | LCRR Sampling Plan Updates | 8 | 8 | 4 | 48 | 8 | 76 | $11,147.72 | $0.00 | $11,147.72 | | $11,147.72 |
| 2.4 | School and Childcare Facilities Sampling Guidance | 16 | 12 | 4 | 48 | 0 | 80 | $13,163.92 | $0.00 | $13,163.92 | | $13,163.92 |
| 2.5 | Communications and Outreach Templates | 12 | 14 | 20 | 54 | 8 | 108 | $16,467.96 | $0.00 | $16,467.96 | | $16,467.96 |
| **3.0** | **Project Management, Meetings, and Regulatory Coordination** | **18** | **8** | **38** | **110** | **0** | **174** | **$26,485.58** | **$350.00** | **$26,835.58** | **$0.00** | **$26,835.58** |
| 3.1 | Project Management and Meetings | 14 | 8 | 34 | 90 | 0 | 146 | $22,190.74 | $350.00 | $22,540.74 | | $22,540.74 |
| 3.2 | Regulatory Coordination | 4 | 0 | 4 | 20 | 0 | 28 | $4,294.84 | $0.00 | $4,294.84 | | $4,294.84 |
| **4.0** | **As-Needed Contingency** | **8** | **32** | **24** | **64** | **0** | **128** | **$19,894.72** | **$0.00** | **$19,894.72** | **$40,000.00** | **$59,894.72** |
| 4.1 | Additional Field Investigation and Funding Support | 8 | 32 | 24 | 64 | 0 | 128 | $19,894.72 | $0.00 | $19,894.72 | $40,000.00 | $59,894.72 |
| ***Total*** | | **146** | **244** | **164** | **820** | **42** | **1,416** | **$218,171.76** | **$4,350.00** | **$222,521.76** | **$40,000.00** | **$262,521.76** |

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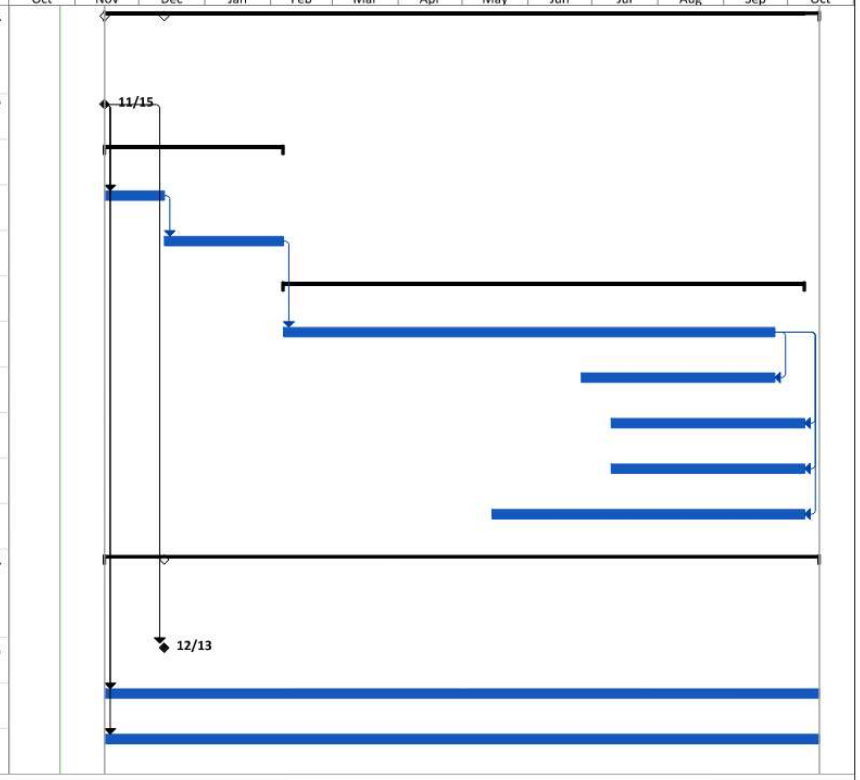
200 East Robinson Street, Suite 1400, Orlando, Florida 32801

P. 407.478.4642 F. 407.478.4643

# Exhibit B

| ID | Task No. | Task Name | Duration | Start | Finish |
|---|---|---|---|---|---|
| 0 | | **DRAFT_Winter Springs LCRR Compliance and LSL Inventory Assistance** | **48 wks** | **Wed 11/15/23** | **Tue 10/15/24** |
| 1 | | *Notice to Proceed* | *0 wks* | *Wed 11/15/23* | *Wed 11/15/23* |
| 2 | **Task 1** | **Data Review and Compliance Plan** | **12 wks** | **Wed 11/15/23** | **Tue 2/6/24** |
| 3 | | LCRR Data Request and Review | 4 wks | Wed 11/15/23 | Tue 12/12/23 |
| 4 | | LCRR Compliance Plan | 8 wks | Wed 12/13/23 | Tue 2/6/24 |
| 5 | **Task 2** | **LSL Inventory and LCRR Compliance Assistance** | **35 wks** | **Wed 2/7/24** | **Tue 10/8/24** |
| 6 | | LSL Inventory Development | 33 wks | Wed 2/7/24 | Tue 9/24/24 |
| 7 | | LSL Replacement Plan | 13 wks | Wed 6/26/24 | Tue 9/24/24 |
| 8 | | LCRR Sampling Plan Updates | 13 wks | Wed 7/10/24 | Tue 10/8/24 |
| 9 | | School and Childcare Facilities Sampling Guidance | 13 wks | Wed 7/10/24 | Tue 10/8/24 |
| 10 | | Communications and Outreach Templates | 21 wks | Wed 5/15/24 | Tue 10/8/24 |
| 11 | **Task 3** | **Project Management, Meetings, and Regulatory Coordination** | **48 wks** | **Wed 11/15/23** | **Tue 10/15/24** |
| 12 | | Kick off Meeting | 0 wks | Wed 12/13/23 | Wed 12/13/23 |
| 13 | | Project Management and Meetings | 48 wks | Wed 11/15/23 | Tue 10/15/24 |
| 14 | | Regulatory Coordination | 48 wks | Wed 11/15/23 | Tue 10/15/24 |




Project: LCRR Compliance and LSL Inventory Assistance Draft Schedule

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Deadline | Late | Progress | Manual Progress

Page 1

# CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Actuarial Experience Study

## SUMMARY

City staff requested the City's Actuaries to perform an analysis of the fiscal performance of the City's Pension Plan to determine if additional contributions will be required to ensure the fiscal soundness of the plan. This analysis was completed on October 23rd 2023 and a copy of the Actuarial experience study with their recommendation is attached.

On November 10th, 2023, the Board of Trustees voted unanimously to formally recommend to The City Commission approval the Actuaries recommendations.

## FUNDING SOURCE

## RECOMMENDATION

City Staff is requesting the City Commission to review the Actuarial Experience Study and consider approval of the Actuary's recommendations.

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

October 23, 2023

Board of Trustees
c/o Ms. Melissa Hermes
Payroll and Benefits Coordinator
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708

**Re: City of Winter Springs Defined Benefit Plan - Experience Study**

Dear Melissa:

As requested, we are pleased to enclose ten (10) copies of the Experience Study for the Six Years Ended September 30, 2022 for the City of Winter Springs Defined Benefit Plan.

We appreciate the opportunity to have performed this important work assignment on behalf of the Board.

We look forward to presenting the highlights of our Report at the upcoming Board Meeting on November 9th.

If you should have any question concerning the above, please do not hesitate to contact us.

Sincerest regards,
Gabriel, Roeder, Smith & Company

Michelle Jones

Shelly L. Jones, A.S.A.
Consultant and Actuary

Enclosures

# City Of Winter Springs Defined Benefit Plan

## EXPERIENCE STUDY FOR THE SIX YEARS ENDED SEPTEMBER 30, 2022

October 23, 2023

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

October 23, 2023

Board of Trustees
c/o Ms. Melissa Hermes
Payroll and Benefits Coordinator
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708

**Re: City of Winter Springs Defined Benefit Plan - Experience Study**

Dear Board Members:

Gabriel, Roeder, Smith & Company is pleased to provide the results of an experience study for the City of Winter Springs Defined Benefit Plan (Plan). The purpose of our Report is to assist in assumption and method selection for future actuarial valuations by comparing actual to expected experience over a recent period of time and review economic assumptions based on current economic environment and forecasts.

This Experience Study covers the six-year period from October 1, 2016 through September 30, 2022 and uses census data provided by the Board for the annual actuarial valuation applicable for each year in this period.

Based upon the results, certain changes in actuarial assumptions for actuarial valuation purposes are recommended. With the Board's approval of the recommendations in this report, we believe the actuarial condition of the Plan will be more accurately portrayed. The Board's decisions should be based on the appropriateness of each recommendation, not on their collective effect on the expected contribution.

The Table of Contents, which immediately follows, sets out the material contained in this Report.

This Experience Study is based upon assumptions regarding future events, which may or may not materialize and based upon financial data, member census data and Plan provisions as outlined in our October 1, 2022 Actuarial Valuation Report. Should you have reason to believe the assumptions used are unreasonable, the Plan provisions are incorrectly described, important and relevant Plan provisions are not described or that conditions have changed since the date of the calculations, you should contact the undersigned prior to relying on information in this Experience Study.

As you may be aware, in the event that more than one change is being considered, it is important to note separate valuations cannot generally be added together to produce a total. The total can be considerably greater or less than the sum of the parts due to interaction of various Plan provisions, actuarial assumptions and actuarial methods with each other.

This Experience Study is intended to describe the estimated future financial effects of the proposed assumption changes on the Plan.

Future actuarial measurements may differ significantly from the current measurements presented in our Report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in Plan provisions or applicable law. Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

This Report was prepared using ProVal's valuation model, a software product of Winklevoss Technologies. We are relying on the ProVal model. We performed tests of the ProVal model with this assignment and made a reasonable attempt to understand the developer's intended purpose of, general operation of, major sensitivities and dependencies within, and key strengths and limitations of the ProVal model. In our professional judgment, the ProVal valuation model has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses.

This Experience Study has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the date of this Experience Study. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

This Report should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

This Report may be provided to parties other than the Board only in its entirety and only with the permission of an approved representative of the Board. GRS is not responsible for unauthorized use of this Report.

The signing actuaries are independent of both the Plan and the City. The undersigned are Members of the American Academy of Actuaries and meet the qualification standards of the American Academy of Actuaries to render the actuarial opinions contained in this Report. We are available to respond to any questions with regards to matters covered in this Report.

Sincerely,
GABRIEL, ROEDER, SMITH & COMPANY

Michelle Jones

Shelly L. Jones, A.S.A., E.A., M.A.A.A., F.C.A.
Consultant and Actuary

Jennifer Borregard

Jennifer M. Borregard, E.A., M.A.A.A., F.C.A.
Consultant and Actuary

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## EXPERIENCE STUDY

### SUMMARY OF FINDINGS

The six-year period (October 1, 2016 to September 30, 2022) covered by this Experience Study provided sufficient data to form a basis for recommending updates in the following demographic and financial assumptions used in the actuarial valuation of the Retirement Plan.

Recommended changes in actuarial assumptions and methodologies resulting from this Experience Study including the expected contribution as a percentage of projected payroll ($4,102,020) and as a dollar amount are summarized below. As a reference, the total required contribution is $1,051,898 (25.6% of payroll) as of the October 1, 2022 Actuarial Valuation. (Note: the amortization period for the change in actuarial accrued liability resulting from modeled assumption changes is 30 years, except as otherwise stated.)

- Update the future **salary increase** assumption to reflect higher than expected past salary increase experience in order to better reflect future anticipated salary increase experience.

| Expected Contribution |
|---|
| +3.3% / +$136,672 |

- Update assumed rates of future **withdrawal** to reflect higher actual observed withdrawals and to better reflect future anticipated withdrawal experience.

| Expected Contribution |
|---|
| -1.7% / -$68,439 |

- Update assumed rates of future **retirement** to reflect higher retirement for all members and longer employment with the City for General employees in order to better reflect future anticipated retirement experience.

| Expected Contribution |
|---|
| +0.8% / +$32,400 |

- **Combined** effect of updated salary increase assumptions, rates of future withdrawal and rates of future retirement.

| Expected Contribution |
|---|
| +1.9% / +$78,665 |

## SUMMARY OF FINDINGS

- Update **investment return assumption** to 6.75% (includes price inflation of 2.75%) to reduce investment return risk.

| Expected Contribution |
|---|
| +4.1% / +$167,525 |

- **Combined** effect of updated salary increase assumptions, rates of future withdrawal, rates of future retirement and investment return assumption of 6.75% (includes price inflation of 2.75%).

| Expected Contribution |
|---|
| +6.0% / +$247,647 |

- Reduce **amortization period** from 30 years to 25 years for newly created bases to better reflect future expected service (illustrated effective as of October 1, 2022).

| Expected Contribution |
|---|
| +0.6% / +$23,968 |

- **Combined** effect of updated salary increase assumptions, rates of future withdrawal, rates of future retirement, amortization period and investment return assumption of 6.75% (includes price inflation of 2.75%).

| Expected Contribution |
|---|
| +7.0% / +$285,858 |

## EXPERIENCE STUDY RESULTS

The methodology, basic results and conclusions of the six-year experience study of the actuarial assumptions are described below.

### Methodology

The expected salaries at the end of each year were obtained by use of the salary scale assumption (3.0% to 4.5%) used in the most recent actuarial valuation. The resulting expected salaries were then compared with the actual salaries reported.

The number of members exposed to risk during each period was tabulated (exposure) and the expected incidence of withdrawal (vested and non-vested) and retirement were obtained by use of the withdrawal and retirement rate assumptions employed in the most recent actuarial valuation. The actual number of separations and retirees were tabulated and compared with those expected.

There are no active Firefighters in the Plan as of October 1, 2022.

Actuaries are guided by the Actuarial Standards of Practice (ASOP) adopted by the Actuarial Standards Board (ASB).

One of these standards is ASOP No. 35, *Selection of Demographic and Other Noneconomic Assumptions for Measuring Pension Obligations*. This standard provides guidance to actuaries giving advice on selecting noneconomic assumptions for measuring obligations under defined benefit systems.

Additionally, Actuarial Standards of Practice (ASOP) No. 27, *Selection of Economic Assumptions for Measuring Pension Obligations*, provides guidance to actuaries on giving advice on selecting economic assumptions for measuring obligations for defined benefit pension systems.

## EXPERIENCE STUDY RESULTS

### *Rates of Salary Increase*

The expected salaries at the end of each year were obtained by the current salary increase assumption. Resulting expected salaries were compared with actual salaries. Observed pay increases were generally higher than those expected based upon the current pay increase assumptions. The proposed salary increase assumption varies on age rather than years of service. Pay increases during any years with partial pay were not included in the analysis due to large fluctuations in pay and incomplete data.

The current and proposed salary increase assumptions are the following:

| CURRENT SALARY INCREASE | | | | | | |
|---|---|---|---|---|---|---|
| | General Employees | | | Police Officers and Forensic Prof. | | |
| Years of Service | Assumed Wage Inflation | Promotion and Seniority | Total Current Rates | Assumed Wage Inflation | Promotion and Seniority | Total Current Rates |
| Under 5 | 3.00% | 1.50% | 4.50% | 3.00% | 1.50% | 4.50% |
| 5 - 14 | 3.00% | 0.25% | 3.25% | 3.00% | 0.25% | 3.25% |
| 15 - 19 | 3.00% | 0.00% | 3.00% | 3.00% | 0.25% | 3.25% |
| 20 and over | 3.00% | 0.00% | 3.00% | 3.00% | 0.00% | 3.00% |

| PROPOSED SALARY INCREASE | | | | | | |
|---|---|---|---|---|---|---|
| | General Employees * | | | Police Officers and Forensic Prof. | | |
| Age | Assumed Wage Inflation | Promotion and Seniority | Total Proposed Rates | Assumed Wage Inflation | Promotion and Seniority | Total Proposed Rates |
| Under 30 | 3.00% | 4.00% | 7.00% | 3.00% | 3.25% | 6.25% |
| 30 - 39 | 3.00% | 4.00% | 7.00% | 3.00% | 1.75% | 4.75% |
| 40 - 49 | 3.00% | 1.75% | 4.75% | 3.00% | 1.75% | 4.75% |
| 50 - 54 | 3.00% | 1.75% | 4.75% | 3.00% | 0.75% | 3.75% |
| 55 and older | 3.00% | 1.00% | 4.00% | 3.00% | 0.75% | 3.75% |

* The Plan is closed to new General Employees and there are no active General Employees under age 30 as of October 1, 2022.

## EXPERIENCE STUDY RESULTS

### *Rates of Withdrawal*

The actual number of withdrawals for participants was generally higher than the total number of expected withdrawals under the assumed rates of withdrawal used in the latest actuarial valuation.

We propose updating the withdrawal rates based on gender and service illustrated as follows:

| WITHDRAWAL EXPERIENCE (General Employees) | | | | |
|---|---|---|---|---|
| | Male | | Female | |
| Years of Service | Current Assumed Rates | Proposed Rates | Current Assumed Rates | Proposed Rates |
| Under 5 * | 20.5% | 15.0% | 15.5% | 10.0% |
| 5 - 9 * | 8.0% | 15.0% | 12.0% | 10.0% |
| 10 - 14 | 4.5% | 15.0% | 5.0% | 10.0% |
| 15 and Over | 4.5% | 7.5% | 5.0% | 10.0% |

* The Plan is closed to new General Employees and all current General Employees have ten (10) or more years of service as of October 1, 2022.

| WITHDRAWAL EXPERIENCE (Police Officers and Forensic Professionals) | | | | |
|---|---|---|---|---|
| | Male | | Female | |
| Years of Service | Current Assumed Rates | Proposed Rates | Current Assumed Rates | Proposed Rates |
| Under 5 | 13.5% | 20.0% | 4.0% | 15.0% |
| 5 - 9 | 9.0% | 10.0% | 4.0% | 15.0% |
| 10 - 14 | 4.5% | 5.0% | 4.0% | 4.0% |
| 15 and Over | 4.5% | 5.0% | 4.0% | 4.0% |

## *Rates of Retirement*

Observed experience indicates generally higher retirement for all members and longer employment for General employees.

Current and proposed retirement rates are shown in the following tables.

| CURRENT RETIREMENT RATES (GENERAL EMPLOYEES) | | | |
|---|---|---|---|
| | Years of Service | | |
| Age | 0 - 14 | 15 - 24 | 25 or more |
| Under 55 | 0% | 0% | 0% |
| 55 - 64 | 4% | 18% | 12% |
| 65 and above | 100% | 100% | 100% |

| PROPOSED RETIREMENT RATES (GENERAL EMPLOYEES) | | | |
|---|---|---|---|
| | Years of Service | | |
| Age | 0 - 14 | 15 - 24 | 25 or more |
| Under 55 | 0 | 0% | 10% |
| 55 - 64 | 4% | 20% | 25% |
| 65 - 66 | 65% | 80% | 100% |
| 67 and above | 100% | 100% | 100% |

| CURRENT RETIREMENT RATES (POLICE OFFICERS AND FORENSIC PROFESSIONALS) | | | | | | |
|---|---|---|---|---|---|---|
| | Years of Service | | | | | |
| Age | 0 - 9 | 10 - 14 | 15 - 19 | 20 - 24 | 25 - 29 | 30 or more |
| Under 55 | 0.0% | 0.0% | 0.0% | 0.0% | 3.5% | 40.0% |
| 55 | 0.0% | 5.0% | 25.0% | 25.0% | 70.0% | 80.0% |
| 56 - 64 | 0.0% | 5.0% | 7.5% | 7.5% | 7.5% | 10.0% |
| 65 and above | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% |

| PROPOSED RETIREMENT RATES (POLICE OFFICERS AND FORENSIC PROFESSIONALS) | | | | | | |
|---|---|---|---|---|---|---|
| | Years of Service | | | | | |
| Age | 0 - 9 | 10 - 14 | 15 - 19 | 20 - 24 | 25 - 29 | 30 or more |
| Under 55 | 0.0% | 0.0% | 0.0% | 0.0% | 6.0% | 35.0% |
| 55 | 0.0% | 5.0% | 12.5% | 12.5% | 70.0% | 90.0% |
| 56 - 64 | 0.0% | 2.5% | 12.5% | 40.0% | 7.5% | 10.0% |
| 65 and above | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% |

## EXPERIENCE STUDY RESULTS

### *Rates of Mortality*

We recommend no changes to the assumed mortality rates for healthy or disabled lives, which are currently based upon the assumptions used by the Florida Retirement System (FRS) as required under F.S. Chapter 2015-157.

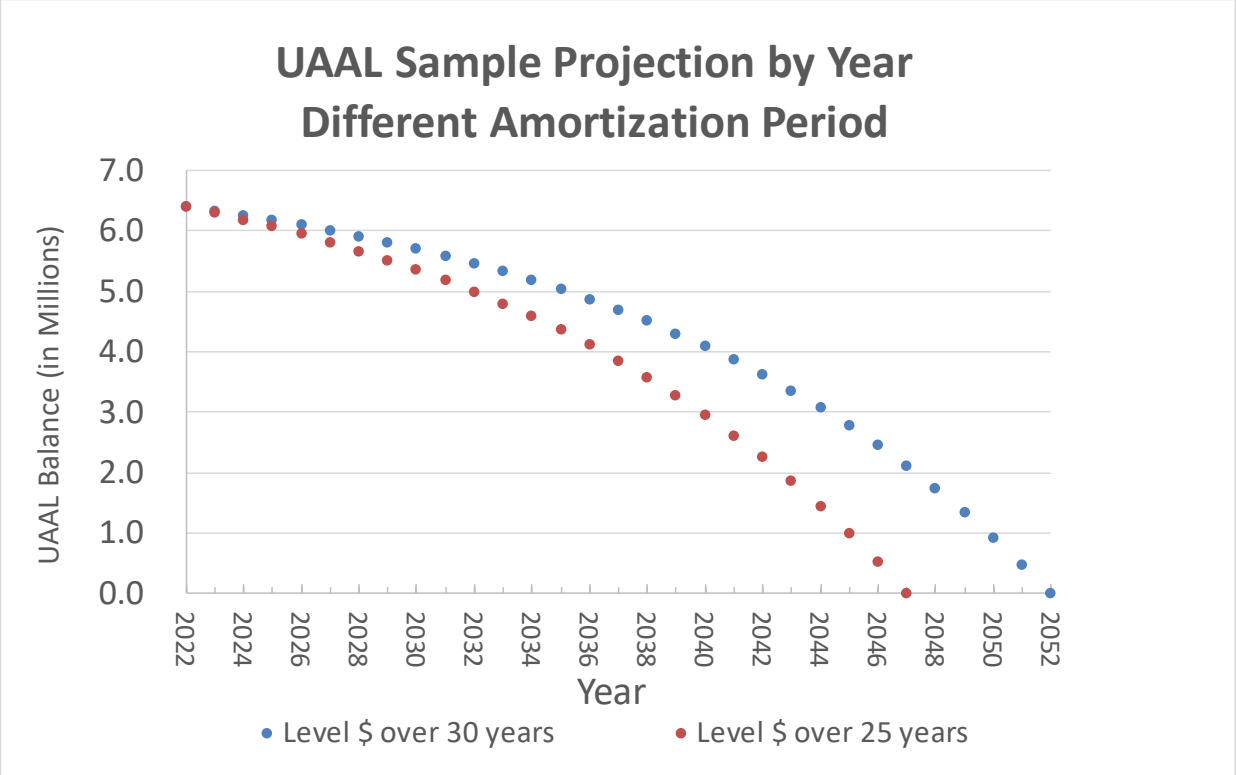
### *Rates of Disability*

There were too few incidences of active employees becoming disabled to analyze the current rate assumptions. The current disability assumption is the disability assumption used by the FRS. We recommend no change in assumed disability rates.

### *Amortization Period*

Currently, the Plan uses the level dollar amortization method and a closed amortization period of 30 years.

We recommend reducing the amortization period for new bases to 25 years to better align the assumption with future expected service. If the amortization period is reduced to 25 years, the amortization payment would be higher for the 25 years but overall less interest would be paid since the Unfunded Actuarial Accrued Liability would be paid off sooner. Please see the below chart for a graphical example.



## EXPERIENCE STUDY RESULTS

### *Investment Return and Inflation*

Economic assumptions include **long-term rates of investment return** (net after investment expenses), **inflation** and **wage inflation** (the across-the-board portion of salary increases). Unlike demographic activities, economic activities do not lend themselves to analysis solely on the basis of internal historical patterns because both salary increases and investment return are more affected by external forces; namely inflation (both wage and price), general productivity changes and the local economic environment which defy accurate long-term prediction. Estimates of economic activities are generally selected on the basis of the expectations in an inflation-free environment and then both are increased by some provision for long-term inflation.

If wage inflation and/or productivity increases are higher than expected, it will probably result in both actual rates of salary increases and investment return which exceed the assumed rates. Salaries increasing faster than expected produce unexpected liabilities. Investment return exceeding the assumed rates (whether due to manager performance, change in the mix of assets, or general market conditions) results in unanticipated assets. To the extent that inflation, productivity, and other factors have about the same effect on both sides of the balance sheet, these additional assets and liabilities can offset one another over the long-term.

**Wage Inflation.** The average rate of increase in National Average Earnings over the 60 years ending December 31, 2022 is higher than the current 3.0% assumption (see schedule on page 12). The difference between the long-term averages and more recent experience is related to the excess rates of price and wage inflation during the 1970s and recent couple of years, which most observers do not expect to see repeated. When the decade of high inflation is factored out, long term national averages are just above 4.0%. We recommend retaining the current long term wage inflation assumption of 3.0%.

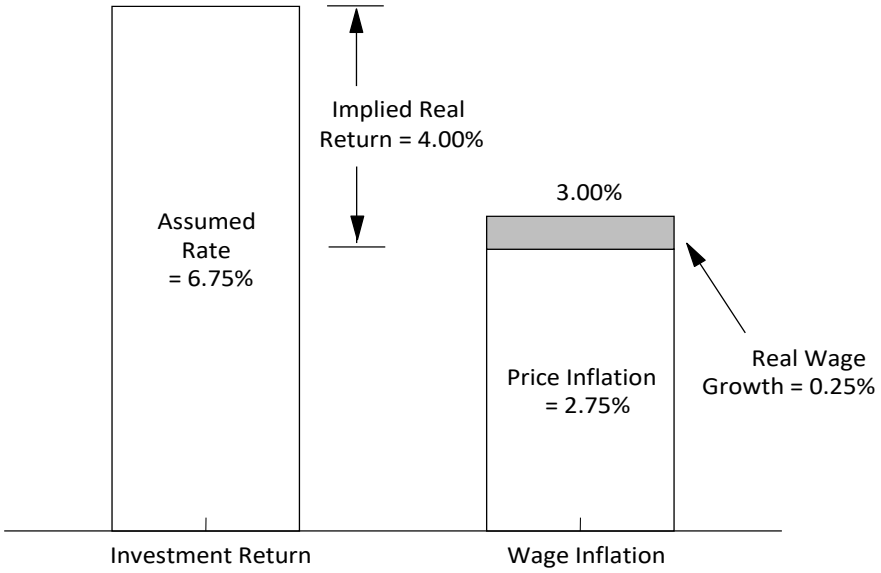
**Inflation.** The average rate of increase in Consumer Price Index over the 60 years ending December 31, 2022 is higher than the current 2.75% assumption (see schedule on page 12). The difference between the long-term averages and more recent experience is related to the excess rates of price and wage inflation during the 1970s and recent couple of years, which most observers do not expect to see continue. We recommend retaining the current inflation assumption of 2.75%.

**Investment Return and Spread.** The current asset portfolio for the retirement program is a diversified mix of equity and fixed income investments. Real market returns (the spread between recognized net investment return and inflation) for balanced portfolios have averaged 4.7% over the last 60 years (see schedule on page 12). Only hindsight will tell whether a particular combination of economic assumptions is optimal. If future economic patterns are as favorable as in the 1980's and 1990's, this spread would prove to be conservative. If, on the other hand, the investment markets produce lower real returns, contribution rate increases will become likely at some future date.

## *Investment Return and Inflation*

The current real return assumption for the pension valuation is 4.25% (7.00% nominal rate less 2.75% inflation). This combination of assumptions could be considered to be somewhat on the optimistic side of an acceptable range for a program with the equity exposure of the City of Winter Springs Defined Benefit Plan. We have modeled a change to a 4.00% real return assumption (a 6.75% nominal rate less 2.75% inflation), net of investment expenses.

An example of the relationship between economic assumptions based on a 4.00% spread (6.75% investment return and 2.75% inflation) is illustrated below:



## *Investment Return and Inflation*

### Historical Patterns of Investment Return, Inflation & Pay Increases (1950 - 2022)

| Calendar Year Period | Gross Market Returns: Bonds, Long U.S. Treasury | Gross Market Returns: Bonds, Long Corp. (S&P AA) | Gross Market Returns: Cash Equivalents (T-Bills) | Gross Market Returns: Stocks (S&P 500) | Price Inflation (CPI) | National Average Earnings (NAE) | Sample Balanced Fund*: Total Return (I) | Sample Balanced Fund*: Spread: I - CPI - e |
|---|---|---|---|---|---|---|---|---|
| 1950-1959 | (0.1)% | 1.0 % | 1.9 % | 19.4 % | 2.2 % | 4.5 % | 12.2 % | 9.5 % |
| 1960-1969 | 1.4 % | 1.7 % | 3.9 % | 7.8 % | 2.5 % | 4.3 % | 5.7 % | 2.7 % |
| 1970-1979 | 5.5 % | 6.2 % | 6.3 % | 5.9 % | 7.4 % | 6.9 % | 6.2 % | (1.7)% |
| 1980-1989 | 12.6 % | 13.0 % | 8.9 % | 17.5 % | 5.1 % | 5.8 % | 15.7 % | 10.1 % |
| 1990-1999 | 8.8 % | 8.4 % | 4.9 % | 18.2 % | 2.9 % | 4.2 % | 14.4 % | 11.0 % |
| 2000-2009 | 7.7 % | 7.6 % | 2.8 % | (0.9)% | 2.5 % | 3.3 % | 3.2 % | 0.2 % |
| 2010-2019 | 6.9 % | 8.1 % | 0.5 % | 13.6 % | 1.8 % | 2.9 % | 11.0 % | 8.7 % |
| 2000 | 21.5 % | 12.9 % | 5.9 % | (9.1)% | 3.4 % | 5.5 % | 1.1 % | (2.8)% |
| 2001 | 3.7 % | 10.7 % | 3.8 % | (11.9)% | 1.6 % | 2.4 % | (4.6)% | (6.7)% |
| 2002 | 17.8 % | 16.3 % | 1.7 % | (22.1)% | 2.4 % | 1.0 % | (7.2)% | (10.1)% |
| 2003 | 1.5 % | 5.3 % | 1.0 % | 28.7 % | 1.9 % | 2.4 % | 18.4 % | 16.0 % |
| 2004 | 8.5 % | 8.7 % | 1.2 % | 10.9 % | 3.3 % | 4.7 % | 9.6 % | 5.8 % |
| 2005 | 7.8 % | 5.9 % | 3.0 % | 4.9 % | 3.4 % | 3.7 % | 5.5 % | 1.6 % |
| 2006 | 1.2 % | 3.2 % | 4.8 % | 15.8 % | 2.5 % | 4.6 % | 10.4 % | 7.4 % |
| 2007 | 9.9 % | 2.6 % | 4.7 % | 5.5 % | 4.1 % | 4.5 % | 5.9 % | 1.3 % |
| 2008 | 25.9 % | 8.8 % | 1.6 % | (37.0)% | 0.1 % | 2.3 % | (15.6)% | (16.2)% |
| 2009 | (14.9)% | 3.0 % | 0.1 % | 26.5 % | 2.7 % | (1.5)% | 13.4 % | 10.2 % |
| 2010 | 10.1 % | 12.4 % | 0.1 % | 15.1 % | 1.5 % | 2.4 % | 12.9 % | 10.9 % |
| 2011 | 28.2 % | 18.0 % | 0.0 % | 2.1 % | 3.0 % | 3.1 % | 9.6 % | 6.1 % |
| 2012 | 3.3 % | 10.7 % | 0.1 % | 16.0 % | 1.7 % | 3.1 % | 11.9 % | 9.7 % |
| 2013 | (11.4)% | (7.1)% | 0.0 % | 32.4 % | 1.5 % | 1.3 % | 16.1 % | 14.1 % |
| 2014 | 23.9 % | 17.3 % | 0.0 % | 13.7 % | 0.8 % | 3.6 % | 15.6 % | 14.3 % |
| 2015 | (1.3)% | (4.8)% | 0.0 % | 1.4 % | 0.7 % | 3.5 % | (0.1)% | (1.3)% |
| 2016 | 1.2 % | 10.8 % | 0.2 % | 12.0 % | 2.1 % | 1.1 % | 9.0 % | 6.4 % |
| 2017 | 8.6 % | 11.7 % | 0.8 % | 21.8 % | 2.1 % | 3.5 % | 16.6 % | 14.0 % |
| 2018 | (1.5)% | (7.0)% | 1.8 % | (4.4)% | 1.9 % | 3.6 % | (3.9)% | (6.3)% |
| 2019 | 14.3 % | 23.9 % | 2.1 % | 31.5 % | 2.3 % | 3.8 % | 25.4 % | 22.6 % |
| 2020 | 17.6 % | 13.3 % | 0.5 % | 18.4 % | 1.4 % | 2.8 % | 16.6 % | 14.7 % |
| 2021 | (5.0)% | (1.7)% | 0.0 % | 28.7 % | 7.0 % | 8.9 % | 16.0 % | 8.5 % |
| 2022 | (29.4)% | (25.5)% | 1.5 % | (18.1)% | 6.5 % | 3.3 % | (20.5)% | (27.5)% |
| **Last 6 Years** | **(0.6)%** | **1.1 %** | **1.1 %** | **11.4 %** | **3.5 %** | **4.3 %** | **7.1 %** | **3.1 %** |
| **Last 60 Years** | **6.3 %** | **6.7 %** | **4.4 %** | **10.3 %** | **3.9 %** | **4.6 %** | **9.1 %** | **4.7 %** |

| * Sample Balanced Fund | |
|---|---|
| Stocks (S&P 500) | 60 % |
| Bonds, Long (U.S. Treasury) | 20 % |
| Bonds, Long (Corp., S&P AA) | 15 % |
| Cash Equivalents (T-Bills) | 5 % |
| Total | 100 % |

| | |
|---|---|
| Fund Expenses (**e**) | 0.50 % |

## EXPERIENCE STUDY RESULTS

### *Investment Return and Inflation*

#### INVESTMENT RETURN EXPERIENCE

This Table sets forth the results of an analysis made of investment yields on the assets held under the City of Winter Springs Defined Benefit Plan. The basic sources for this analysis were the Statements produced by the City.

| Valuation Date | Net Market Value Yield | Net Smoothed Value Yield | Assumed Rate of Return |
|---|---|---|---|
| 10/01/2022 | (12.69%) | 6.76% | 7.40% |
| 10/01/2021 | 25.50% | 11.45% | 7.40% |
| 10/01/2020 | 7.81% | 8.42% | 7.50% |
| 10/01/2019 | 2.69% | 7.90% | 7.75% |
| 10/01/2018 | 10.89% | 9.49% | 7.75% |
| 10/01/2017 | 13.9% | 9.9% | 8.0% |
| 10/01/2016 | 10.8% | 10.2% | 8.0% |
| 10/01/2015 | 0.0% | 9.4% | 8.0% |
| 10/01/2014 | 11.9% | 10.5% | 8.0% |
| 10/01/2013 | 16.0% | 8.5% | 8.0% |
| Last 3 Years | 5.71% | 8.86% | 7.43% |
| Last 5 Years | 6.11% | 8.79% | 7.56% |
| Last 10 Years | 8.2% | 9.2% | 7.8% |

## *Investment Return and Inflation*

### SHORT TERM INVESTMENT RETURN FORECASTS

These tables set forth the results of an analysis made on the assets held under the Plan. The target allocations were obtained from the most recent Investment Policy Statement.

The short term forward-looking investment returns of eleven investment consultants were used to project the rate of return of the Plan based on its target allocation. The table below shows the expected nominal return from each investment consultant based on the Plan's target allocation and short-run (mainly 10 year) assumptions.

| Capital Market Assumption Set (CMA) | CMA Expected Nominal Return | CMA Inflation Assumption | Expected Real Return | Plan Inflation Assumption | Expected Nominal Return | Standard Deviation of Expected Return (1-Year) |
|---|---|---|---|---|---|---|
| 1 | 6.43% | 2.50% | 3.93% | 2.75% | 6.68% | 12.05% |
| 2 | 7.00% | 2.90% | 4.10% | 2.75% | 6.85% | 12.04% |
| 3 | 7.43% | 2.90% | 4.53% | 2.75% | 7.28% | 12.18% |
| 4 | 7.15% | 2.50% | 4.65% | 2.75% | 7.40% | 12.25% |
| 5 | 7.18% | 2.26% | 4.92% | 2.75% | 7.67% | 12.67% |
| 6 | 7.29% | 2.31% | 4.98% | 2.75% | 7.73% | 13.00% |
| 7 | 7.53% | 2.51% | 5.01% | 2.75% | 7.76% | 12.99% |
| 8 | 7.44% | 2.41% | 5.03% | 2.75% | 7.78% | 12.47% |
| 9 | 7.78% | 2.28% | 5.50% | 2.75% | 8.25% | 12.41% |
| 10 | 8.24% | 2.54% | 5.71% | 2.75% | 8.46% | 12.68% |
| 11 | 8.26% | 2.62% | 5.64% | 2.75% | 8.39% | 11.93% |
| **Average** | **7.43%** | **2.52%** | **4.91%** | **2.75%** | **7.66%** | **12.42%** |

## *Investment Return and Inflation*

### SHORT TERM INVESTMENT RETURN FORECASTS

The table below shows select percentiles of the distribution of average geometric returns over 10-years and the probability of exceeding the current and proposed investment return assumption.

| Capital Market Assumption Set (CMA) | Distribution of 10-Year Average Geometric Net Nominal Return | | | Probability of exceeding | Probability of exceeding |
|---|---|---|---|---|---|
| | 40th | 50th | 60th | 7.00% | 6.75% |
| 1 | 5.05% | 6.00% | 6.96% | 39.64% | 42.19% |
| 2 | 5.23% | 6.18% | 7.14% | 41.39% | 43.97% |
| 3 | 5.63% | 6.60% | 7.57% | 45.79% | 48.39% |
| 4 | 5.74% | 6.71% | 7.68% | 46.95% | 49.55% |
| 5 | 5.93% | 6.93% | 7.94% | 49.29% | 51.81% |
| 6 | 5.93% | 6.96% | 7.99% | 49.57% | 52.03% |
| 7 | 5.96% | 6.99% | 8.02% | 49.89% | 52.35% |
| 8 | 6.09% | 7.07% | 8.06% | 50.72% | 53.28% |
| 9 | 6.57% | 7.55% | 8.54% | 55.63% | 58.17% |
| 10 | 6.72% | 7.72% | 8.73% | 57.24% | 59.71% |
| 11 | 6.80% | 7.74% | 8.69% | 57.87% | 60.49% |
| **Average** | **5.97%** | **6.95%** | **7.94%** | **49.45%** | **51.99%** |

The average expected nominal return net of expense from the last 3 years of our model is 5.98%.

## *Investment Return and Inflation*

### LONG TERM INVESTMENT RETURN FORECASTS

Seven of the eleven investment consultants included in our analysis provided long-term expectations (20 to 30 years). The long-term investment returns of the seven investment consultants were used to project the rate of return of the Plan based on its target allocation. The table below shows select percentiles of the distribution of average geometric over 20-year and the probability of exceeding the current and proposed investment return assumption based on the long-run assumptions.

| Capital Market Assumption Set (CMA) | Distribution of 20-Year Average Geometric Net Nominal Return | | | Probability of exceeding | Probability of exceeding |
|---|---|---|---|---|---|
| | 40th | 50th | 60th | 7.00% | 6.75% |
| 1 | 5.52% | 6.15% | 6.79% | 36.79% | 40.60% |
| 2 | 6.06% | 6.74% | 7.43% | 46.17% | 49.85% |
| 3 | 6.22% | 6.89% | 7.57% | 48.39% | 52.12% |
| 4 | 6.35% | 7.07% | 7.81% | 51.03% | 54.50% |
| 5 | 6.50% | 7.20% | 7.89% | 52.84% | 56.45% |
| 6 | 6.70% | 7.42% | 8.14% | 55.89% | 59.37% |
| 7 | 7.61% | 8.31% | 9.03% | 68.12% | 71.27% |
| **Average** | **6.42%** | **7.11%** | **7.81%** | **51.32%** | **54.88%** |

## APPENDIX

## TABLE I

### *COMPARISON OF ACTUAL AND EXPECTED ANNUAL MEMBER SALARIES*

| ANNUAL SALARY INCREASES (GENERAL EMPLOYEES) By Attained Age | | | | | | | |
|---|---|---|---|---|---|---|---|
| Age | Prior Year | Actual | % Incr | Expected | % Incr | Proposed | % Incr |
| Under 40 | 1,500,958 | 1,664,955 | 10.93% | 1,549,003 | 3.20% | 1,606,025 | 7.00% |
| 40 - 49 | 2,381,621 | 2,527,059 | 6.11% | 2,454,546 | 3.06% | 2,494,748 | 4.75% |
| 50 - 54 | 1,300,681 | 1,391,096 | 6.95% | 1,341,437 | 3.13% | 1,362,463 | 4.75% |
| 55 and older | 3,094,797 | 3,248,616 | 4.97% | 3,189,952 | 3.07% | 3,218,589 | 4.00% |
| Total | 8,278,057 | 8,831,726 | 6.69% | 8,534,938 | 3.10% | 8,681,825 | 4.88% |

| ANNUAL SALARY INCREASES (POLICE OFFICERS AND FORENSIC PROFESSIONALS) By Attained Age | | | | | | | |
|---|---|---|---|---|---|---|---|
| Age | Prior Year | Actual | % Incr | Expected | % Incr | Proposed | % Incr |
| Under 30 | 891,562 | 964,540 | 8.19% | 930,600 | 4.38% | 947,285 | 6.25% |
| 30 - 39 | 3,147,414 | 3,347,070 | 6.34% | 3,259,516 | 3.56% | 3,296,916 | 4.75% |
| 40 - 49 | 4,659,583 | 4,949,906 | 6.23% | 4,804,663 | 3.11% | 4,880,913 | 4.75% |
| 50 - 54 | 2,527,452 | 2,633,817 | 4.21% | 2,605,787 | 3.10% | 2,622,231 | 3.75% |
| 55 and older | 1,267,042 | 1,326,421 | 4.69% | 1,307,863 | 3.22% | 1,314,556 | 3.75% |
| Total | 12,493,053 | 13,221,754 | 5.83% | 12,908,429 | 3.32% | 13,061,901 | 4.55% |

**APPENDIX**

**TABLE I**

***COMPARISON OF ACTUAL AND EXPECTED***
***ANNUAL MEMBER SALARIES (Continued)***

| ANNUAL SALARY INCREASES (GENERAL EMPLOYEES) By Years of Service (For Information Only) | | | | | |
|---|---|---|---|---|---|
| Years of Service | Prior Year | Actual | % Incr | Expected | % Incr |
| Under 5 | N/A | N/A | N/A | N/A | N/A |
| 5 - 9 | 960,383 | 1,046,368 | 8.95% | 991,597 | 3.25% |
| 10 - 14 | 2,455,480 | 2,619,416 | 6.68% | 2,535,282 | 3.25% |
| 15 - 19 | 2,504,368 | 2,683,163 | 7.14% | 2,579,500 | 3.00% |
| 20 and over | 2,357,826 | 2,482,779 | 5.30% | 2,428,559 | 3.00% |
| Total | 8,278,057 | 8,831,726 | 6.69% | 8,534,938 | 3.10% |

| ANNUAL SALARY INCREASES (POLICE OFFICERS AND FORENSIC PROFESSIONALS) By Years of Service (For Information Only) | | | | | |
|---|---|---|---|---|---|
| Years of Service | Prior Year | Actual | % Incr | Expected | % Incr |
| Under 5 | 1,646,476 | 1,772,716 | 7.67% | 1,720,564 | 4.50% |
| 5 - 9 | 1,358,943 | 1,451,579 | 6.82% | 1,403,110 | 3.25% |
| 10 - 14 | 2,105,412 | 2,228,118 | 5.83% | 2,173,840 | 3.25% |
| 15 - 19 | 2,891,382 | 3,057,281 | 5.74% | 2,985,351 | 3.25% |
| 20 and over | 4,490,840 | 4,712,060 | 4.93% | 4,625,564 | 3.00% |
| Total | 12,493,053 | 13,221,754 | 5.83% | 12,908,429 | 3.32% |

## APPENDIX

## TABLE II

### *COMPARISON OF ACTUAL AND EXPECTED TERMINATIONS*

| WITHDRAWAL EXPERIENCE | | | | | | | |
|---|---|---|---|---|---|---|---|
| **(General Employees - Male)** | | | | | | | |
| Years of Service | Exposure | Current Assumed Rates | Current Expected Withdrawal | Actual Withdrawal | Actual Rates | Proposed Rates | Proposed Expected Withdrawal |
| Under 5 | N/A | 20.5% | N/A | N/A | N/A | N/A | N/A |
| 5 - 9 | 17 | 8.0% | 1.4 | 1 | 5.9% | N/A | N/A |
| 10 - 14 | 26 | 4.5% | 1.2 | 7 | 26.9% | 15.0% | 3.9 |
| 15 and Over | 44 | 4.5% | 2.0 | 6 | 13.6% | 7.5% | 3.3 |
| **Total** | **87** | | **4.5** | **14** | | | **7.2** |
| **(General Employees - Female)** | | | | | | | |
| Under 5 | N/A | 15.5% | N/A | N/A | N/A | N/A | N/A |
| 5 - 9 | 10 | 12.0% | 1.2 | 2 | 20.0% | N/A | N/A |
| 10 - 14 | 10 | 5.0% | 0.5 | 1 | 10.0% | 10.0% | 1.0 |
| 15 and Over | 13 | 5.0% | 0.7 | 3 | 23.1% | 10.0% | 1.3 |
| **Total** | **33** | | **2.4** | **6** | | | **2.3** |

| WITHDRAWAL EXPERIENCE | | | | | | | |
|---|---|---|---|---|---|---|---|
| **(Police Officers and Forensic Professionals - Male)** | | | | | | | |
| Years of Service | Exposure | Current Assumed Rates | Current Expected Withdrawal | Actual Withdrawal | Actual Rates | Proposed Rates | Proposed Expected Withdrawal |
| Under 5 | 67 | 13.5% | 9.0 | 19 | 28.4% | 20.0% | 13.4 |
| 5 - 9 | 29 | 9.0% | 2.6 | 3 | 10.3% | 10.0% | 2.9 |
| 10 - 14 | 32 | 4.5% | 1.4 | 2 | 6.3% | 5.0% | 1.6 |
| 15 and Over | 50 | 4.5% | 2.3 | 3 | 6.0% | 5.0% | 2.5 |
| **Total** | **178** | | **15.3** | **27** | | | **20.4** |
| **(Police Officers and Forensic Professionals - Female)** | | | | | | | |
| Under 5 | 21 | 4.0% | 0.8 | 5 | 23.8% | 15.0% | 3.2 |
| 5 - 9 | 2 | 4.0% | 0.1 | 1 | 50.0% | 15.0% | 0.3 |
| 10 - 14 | 5 | 4.0% | 0.2 | 0 | 0.0% | 4.0% | 0.2 |
| 15 and Over | 23 | 4.0% | 0.9 | 1 | 4.3% | 4.0% | 0.9 |
| **Total** | **51** | | **2.0** | **7** | | | **4.6** |

**APPENDIX**

**TABLE III**

***COMPARISON OF ACTUAL AND EXPECTED RETIREMENTS***

| RETIREMENT EXPERIENCE - GENERAL EMPLOYEES | | | | | | | |
|---|---|---|---|---|---|---|---|
| Years of Service | Exposure | Current Assumed Rates | Current Expected Retirements | Actual Retirements | Actual Rates | Proposed Retirement Rates | Proposed Expected Retirements |
| **Age: Under 55** | | | | | | | |
| < 15 | 0 | 0.0% | 0.0 | 0 | 0.0% | 0.0% | 0.0 |
| 15 - 24 | 0 | 0.0% | 0.0 | 0 | 0.0% | 0.0% | 0.0 |
| 25 + | 8 | 0.0% | 0.0 | 2 | 25.0% | 10.0% | 0.8 |
| **Subtotal** | **8** | | **0.0** | **2** | | | **0.8** |
| **Age: 55 - 64** | | | | | | | |
| < 15 | 20 | 4.0% | 0.8 | 2 | 10.0% | 4.0% | 0.8 |
| 15 - 24 | 31 | 18.0% | 5.6 | 7 | 22.6% | 20.0% | 6.2 |
| 25 + | 18 | 12.0% | 2.2 | 6 | 33.3% | 25.0% | 4.5 |
| **Subtotal** | **69** | | **8.5** | **15** | | | **11.5** |
| **Age: 65 - 66** | | | | | | | |
| < 15 | 3 | 100.0% | 3.0 | 1 | 33.3% | 65.0% | 2.0 |
| 15 - 24 | 2 | 100.0% | 2.0 | 1 | 50.0% | 80.0% | 1.6 |
| 25 + | 0 | 100.0% | 0.0 | 0 | 100.0% | 100.0% | 0.0 |
| **Subtotal** | **5** | | **5.0** | **2** | | | **3.6** |
| **Age: 67 or more** | | | | | | | |
| All | 1 | 100.0% | 1.0 | 1 | 100.0% | 100.0% | 1.0 |
| **Total** | **83** | | **14.5** | **20** | | | **16.9** |

**APPENDIX**

**TABLE III**

***COMPARISON OF ACTUAL AND EXPECTED RETIREMENTS (Continued)***

| RETIREMENT EXPERIENCE - POLICE OFFICERS AND FORENSIC PROFESSIONALS | | | | | | | |
|---|---|---|---|---|---|---|---|
| Years of Service | Exposure | Current Assumed Rates | Current Expected Retirements | Actual Retirements | Actual Rates | Proposed Retirement Rates | Proposed Expected Retirements |
| **Age: Under 55** | | | | | | | |
| < 25 | 0 | 0.0% | 0.0 | 0 | 0.0% | 0.0% | 0.0 |
| 25 - 29 | 23 | 3.5% | 0.8 | 2 | 8.7% | 6.0% | 1.4 |
| 30 + | 4 | 40.0% | 1.6 | 1 | 25.0% | 35.0% | 1.4 |
| **Subtotal** | **27** | | **2.4** | **3** | | | **2.8** |
| **Age: 55** | | | | | | | |
| < 10 | 0 | 0.0% | 0.0 | 0 | 0.0% | 0.0% | 0.0 |
| 10 - 14 | 0 | 5.0% | 0.0 | 0 | 0.0% | 5.0% | 0.0 |
| 15 - 24 | 4 | 25.0% | 1.0 | 0 | 0.0% | 12.5% | 0.5 |
| 25 - 29 | 0 | 70.0% | 0.0 | 0 | 0.0% | 70.0% | 0.0 |
| 30 + | 1 | 80.0% | 0.8 | 1 | 100.0% | 90.0% | 0.9 |
| **Subtotal** | **5** | | **1.8** | **1** | | | **1.4** |
| **Age: 56 - 64** | | | | | | | |
| < 10 | 0 | 0.0% | 0.0 | 0 | 0.0% | 0.0% | 0.0 |
| 10 - 14 | 5 | 5.0% | 0.3 | 0 | 0.0% | 2.5% | 0.1 |
| 15 - 19 | 6 | 7.5% | 0.5 | 1 | 16.7% | 12.5% | 0.8 |
| 20 - 24 | 4 | 7.5% | 0.3 | 3 | 75.0% | 40.0% | 1.6 |
| 25 - 29 | 0 | 7.5% | 0.0 | 0 | 0.0% | 7.5% | 0.0 |
| 30 + | 0 | 10.0% | 0.0 | 0 | 0.0% | 10.0% | 0.0 |
| **Subtotal** | **15** | | **1.0** | **4** | | | **2.5** |
| **Age: 65 or more** | | | | | | | |
| All | 2 | 100.0% | 2.0 | 2 | 100.0% | 100.0% | 2.0 |
| **Total** | **49** | | **7.2** | **10** | | | **8.7** |

**APPENDIX**

## Purpose of the Actuarial Valuation

In a defined benefit pension Plan, an employer makes a promise to its employees of a lifetime pension. The amount of the monthly pension is determined by a *benefit formula* which is often based upon a multiplier percentage and the number of years of service and the average final earnings of the employee.

The employer must design and follow a systematic Plan for advance-funding this obligation. That is accomplished by establishing a pension plan and performing annual actuarial valuations to measure the liabilities associated with the obligation and to calculate how much the employer must contribute to the pension plan in order to make good on its promise.

The calculations in the actuarial valuation are performed each year to re-measure the liabilities. The stakeholders need to know how the Plan is doing in its goal of systematically financing the promised benefits. So it is important to make the actuarial calculations in accordance with the professional actuarial standards of practice and the accounting standards.

## Role of Actuarial Assumptions

The nature of the pension promise and its systematic funding require long term projections of the employee workforce (using demographic assumptions) and long term projections of the salaries and investment returns (using economic assumptions). The entire actuarial valuation process depends on the selection and use of reasonable actuarial assumptions as to future demographics and future economics. There are many different actuarial assumptions employed in an actuarial valuation. The primary actuarial assumptions include:

1. Rates of Salary Increases
2. Rates of Termination of Employment
3. Rates of Retirement
4. Rates of Mortality
5. Rates of Disability
6. Rates of Investment Return

The actuary and Plan management must be comfortable with the actuarial assumptions. The assumptions must be reasonable. Without a level of confidence in the reasonableness of the actuarial assumptions, the stakeholders and users of the valuation results cannot have confidence in the results. However, there is no way to have confidence in the actuarial assumptions unless an actuarial experience study is performed to assess the reasonableness of the current assumptions or to change them to be more in line with past experience and with future expectations.

For this reason the Board has requested that we undertake an actuarial experience study to recommend changes to the actuarial assumptions used in the annual actuarial valuation.

# CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Sportstraq Line Marking Steering Unit

## SUMMARY

The Sportstraq Line Marking Unit is a fully automatic unit that paints the lines on the ballfields and soccer fields. This unit will save many hours of manual measuring of the fields. It works through a GPS system that guides itself and keeps all field measurements in its memory. This ensures that all lines on the fields will be consistently straight. This unit will be used at all City Parks. This is a sole source item and the sole source letter is attached. The quote for this item is $60,845.00. This product is available immediately once approved.

## FUNDING SOURCE

This will be funded from this current years approved budget.
GL Code 303-41-0000-560650.

## RECOMMENDATION

Staff recommends City Commission approve purchasing The Sportstraq line Marking Unit from Traqnology North America for $60,845.00. Under the City's sole procurement policy . In addition, authorize the Interim City Manager and City Attorney to prepare and execute any and all applicable contract documents consistent with this agenda item

# *Sole Source Document*

Traqnology North America
510 N. Main Ave
Ladd, IL 61329

Traqnology North America is the United States and Canadian importer of Traqnology APS products from Denmark. Traqnology APS is a technology company specializing in sports turf and the golf industry. Traqnology products have unique features that improve speed, efficiency, and quality of work while reducing labor requirements.

Traqnology APS is the Manufacturer of the Sportstraq system. Traqnology North America is the exclusive importer and distributor of the Sportstraq system

The Sportstraq system is exclusive to the turf market. Sportstraq is the only system that combines a vehicle platform, such as a John Deere Gator, Kubota RTV or our exclusive ride-on painter the Traqster with a high pressure, airless paint delivery system. Sportstraq uses centimeter level GPS combined with an Apple iPad to precisely auto-steer the vehicle and turn the paint nozzle on and off automatically. Sportstraq uses network RTK corrections to achieve repeatable high precision GPS eliminating the need for portable, on-site reference stations. Sportstraq can also be transferred to other vehicles for basic auto-steer needs such as mowing, aerification, spraying, fertilization and more.

- iPad-based system
- universal autosteer
- centimeter level GPS without a base station
- High Pressure, airless paint delivery

I hope this Sole Source Letter serves your needs and satisfies your requirements for the purchase of a Sportstraq system.

Sincerely,

*Todd R. Ford*

Todd Ford
General Manager
Traqnology North America, LLC

**Traqnology North America**

510 N Main Ave
Ladd, IL 61329
traqnology-na.com

# Estimate

ADDRESS
Michael Krist
City of Winter Springs
1126 E State Road
Winter Springs, Florida 32708
USA

SHIP TO
Michael Krist
City of Winter Springs
1126 E State Road
Winter Springs, Florida 32708
USA

ESTIMATE 1353
DATE 03/17/2023
EXPIRATION DATE 12/31/2023

| DATE | PRODUCT/SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| 03/17/2023 | Sportstraq Line Marking Steering Kit | Sportstraq Line Marking Steering Kit. Complete kit including ECU, MDU kit, Smart7, Joystick kit, iPad mount, wire harness, Sportstraq App & iPad Air. High pressure paint system, 2023 Kubota RTV520 w turf tires. | 1 | 59,995.00 | 59,995.00 |
| 03/17/2023 | TQSP-00100 - 1 Year Traqnology Service Plan | 1 Year Traqnology Service Plan: 365/7 Technical support, Sportstraq App updates, RTK Network Service. FREE YEAR 1 | 1 | 0.00 | 0.00 |

ESTIMATE FOR A NEW FULLY BUILT KUBOTA GPS PAINT UNIT

Financing available: 5 year term, annual payment estimated at $13,650.00

Service fees for tech support, app updates, cellular data & RTK corrections bill on year two at $2,140.00.

| | |
|---|---|
| SUBTOTAL | 59,995.00 |
| TAX | 0.00 |
| SHIPPING | 850.00 |
| TOTAL | **$60,845.00** |

Accepted By

Accepted Date

# CONSENT AGENDA ITEM 304

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Lake Monroe Radio Society Memorandum of Understanding

## SUMMARY

The Lake Monroe Radio Society has requested a wavier of both Pavilion rental fees and Civic Center Fees which would be offset by their agreeing to assist the major City Events throughout the year.

The Lake Monroe Radio Society will provide security assets to our events throughout the year including but not limited to: The Celebration of Freedom, Hometown Harvest, Winter Wonderland and Light Up Central Winds.

The security assistance of The Lake Monroe Radio Society activities will include but are not limited to: having access to event maps and vendor lists, ensuring a direct line of communication between the Winter Springs Police Department while notifying them of possible issues during the event, attendants on city hayrides, assistance during city parade lineups, supervision of event attendees, assistance with event equipment, etc.

## FUNDING SOURCE

## RECOMMENDATION

Staff Recommends the City Commission to approve the Memorandum of Understanding with the Lake Monroe Radio Society to waive the fees for the Civic Center and Pavilion rental fees in exchange for event and security assistance at major City events. In addition, authorize the
interim City Manager and City Attorney to prepare and execute any and all applicable contract documents consistent with the agenda item.

# The City of Winter Springs

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into _____day _____, 2023 by and between the City of Winter Springs, State of Florida, existing under the Laws of Florida, hereunder called the CITY and The Lake Monroe Amateur Radio Society.

**W I T N E S S E T H**

**WHEREAS**, the CITY has rental fees for the use of City Pavilions and facilities located throughout the City. The Lake Monroe Radio Society has requested a MOU be agreed to which will waive the rental fees for the Civic Center and pavilions, in lieu of the Lake Monroe Radio Society members providing security and event assistance during the City's special events.

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Memorandum of Understanding designating and setting forth the responsibilities of each party.

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows.

1. The **City** shall be responsible for reserving the Civic Center and Pavilions for use by the Lake Monroe Radio Society on the day(s) requested. The rental fee will be waived.
2. The Lake Monroe Radio Society in return for the usage of the Civic Center and City Pavilions shall provide security and event assistance to the following City events including but not limited to: The Celebration of Freedom, Hometown Harvest, Winter Wonderland and Light Up Central Winds.
3. The security assistance of The Lake Monroe Radio Society activities will include but are not limited to: having access to event maps and vendor lists,

ensuring a direct line of communication between the Winter Springs Police Department while notifying them of possible issues during the event, attendants on city hayrides, assistance during city parade lineups, supervision of event attendees, assistance with event equipment, etc.

**IN WITNESS HEREOF,** the parties hereto have caused this MOU to be executed by the proper officers and officials.

_____Date: _____
Lake Monroe Radio Society

_____ Date: _____
City of Winter Springs, Interim City Manager

_____Date: _____
City of Winter Springs, City Clerk

# CONSENT AGENDA ITEM 305

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Appproval of the Minutes from the Monday, September 11, 2023 City Commission Regular Meeting

## SUMMARY

N/A

## FUNDING SOURCE

## RECOMMENDATION

Staff recommends the City Commission approve the September 11, 2023 City Commission Regular Meeting Minutes as presented.

# CITY COMMISSION
## REGULAR MEETING MINUTES

UNAPPROVED

**MONDAY, SEPTEMBER 11, 2023 AT 6:30 PM**

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

**CALL TO ORDER**
Mayor Kevin McCann called the Regular Meeting of Monday, September 11, 2023 of the City Commission to order at 6:31 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

**Roll Call:**
Mayor Kevin McCann, present
Deputy Mayor Rob Elliott, present
Commissioner Matt Benton, present
Commissioner Victoria Colangelo, present
Commissioner Ted Johnson, present
Commissioner Cade Resnick, present
Acting City Manager Bilal Iftikhar, present
City Attorney Anthony Garganese, present
City Clerk Christian Gowan, present

Pastor Bob Melhorn led the invocation followed by the Pledge of Allegiance.

Mayor McCann asked if there were any changes to the agenda. Mr. Gowan noted that Item 301 was requested to be removed from the agenda by Staff. There was no objection, and the agenda was adopted.

**AWARDS AND PRESENTATIONS**
**100) Oviedo/Winter Springs Regional Chamber of Commerce Update**

Ms. Roxanne Ferguson, Oviedo-Winter Springs Chamber of Commerce, 1511 East State Road 434, Winter Springs presented an update on the Chamber's activities and upcoming events, highlighted the upcoming Central Winds Music Festival, and presented the Commission with a custom Monopoly set, "Winter Springs-opoly."

**INFORMATIONAL AGENDA**
**200) Current Development Projects Summary**

No discussion.

**201) Update from Sunrise Consulting Group**

No discussion.

**PUBLIC INPUT**
*Mayor McCann opened Public Input.*

*Ms. Leah Weisman, 113 Brookshire Court, Winter Springs spoke about creek cleanup efforts and concerns about No Name Creek and associated flooding. Ms. Weisman also spoke in favor of preserving trees and protecting wildlife on the golf course property.*

*Mr. Keith Thomas, 200 Silversea Road, Winter Springs shared concerns about the proposed development of the golf course property and noted he was in favor of leaving it a conservation area.*

*Ms. Kathleen Sims, 527 Moree Loop, winter Springs shared concerns about the proposed golf course development including impacts on infrastructure, schools, and nearby residents.*

*Ms. Theresa Granger, 458 Club Drive, Winter Springs shared concerns about the proposed golf course development and discussed impacts on traffic, schools, and nearby property owners.*

UNAPPROVED

*Mr. Louie Hilal, 504 Mark Run, Winter Springs shared that he did not believe the Highlands and other stakeholders were informed of the proposed development, shared concerns about the district commissioner not being involved in the process, and requested that the item be pulled off the agenda. Mr. Hilal noted that he was not in favor of proposed development at this time.*

Mayor McCann explained the non-binding review process and reiterated that no decisions would be made at this meeting. It was also noted that a survey referenced by several residents was not a City survey, rather a community survey that had been shared with the Commission.[1]

*Mr. William Morrisey, 965 Sequoia Drive, Winter Springs shared his concerns regarding Ken Spalthoff and asked that he be removed from the Planning and Zoning Board based on comments he made on social media.*

*Mr. Paul Partyka, 1693 Wingspan Way, Winter Springs complimented the presentation on utility rates given at the las Commission Meeting, spoke about potential benefits of development of the golf course property, and noted he was in favor of the proposal.*

*Mr. Mark Reyes, 40 Sheoah Boulevard, Winter Springs, shared concerns about the proposed golf course development, spoke about the wildlife on the property, and echoed previously discussed concerns about infrastructure impacts.*

*Mr. Tom Shepard, Winter Springs asked about the current zoning of the golf course property.*

*Ms. Gina Shafer, Winter Springs Village, Winter Springs noted she was appearing on behalf of her HOA and shared videos of stained roadways as a result of WastePro trucks.*

*Mr. Jim Thomson, 931 Ginnie Way, Winter Springs echoed the concerns brought forward by Ms. Shafer and spoke about property damage.*

*Mayor McCann closed Public Input.*

**CONSENT AGENDA**

**300) Murphy Road Bridge Repair - Piggyback Agreement**

No discussion.

**301) Tuskawilla Retention Pond Repair**

***THIS ITEM WAS REMOVED FROM THE AGENDA AND IS NOT INCLUDED IN THE APPROVAL OF THE CONSENT AGENDA***

**302) Award of RFP#06-23-01 BI, Disaster Debris Hauling Services**

No discussion.

**303) Award of RFP#06-23-02 BI, Disaster Debris Monitoring Services**

No discussion.

**304) Appproval of the Minutes from the Monday, August 14, 2023 City Commission Regular Meeting**

[1] Document attached to the end of these Minutes were received by the start of the meeting.

UNAPPROVED

No discussion.

**"MOTION TO APPROVE." MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 5-0.**

**PUBLIC HEARINGS AGENDA**

**400) Tentative Millage Rate for Fiscal Year 2023-2024 and Related Advertising**

Ms. Donna Bruno, Interim Director, Finance Department introduced the item, announced that the tentative millage was 2.4100 mills, and noted no feedback had been received and no changes had been made since the preliminary millage hearing.

*Mayor McCann opened Public Input for Item 400.*

*No one addressed the Commission.*

*Mayor McCann closed Public Input for Item 400.*

**"I MOVE TO ADOPT RESOLUTION 2022-26 ESTABLISHING THE FISCAL YEAR 2023-2024 OPERATING MILLAGE RATE FOR THE CITY OF WINTER SPRINGS AT 2.4100 MILLS AND PUBLICLY ANNOUNCE THAT THE TENTATIVE OPERATING MILLAGE RATE OF 2.4100 MILLS IS 9.12% GREATER THAN THE COMPUTED ROLLED-BACK RATE OF 2.2085 MILLS AND AUTHORIZING ADVERTISEMENT OF THE CITY'S INTENT TO HOLD PUBLIC HEARINGS TO ADOPT THE FINAL MILLAGE RATE AND BUDGET." MOTION BY COMMISSIONER JOHNSON. SECONDED BY COMMISSIONER RESNICK. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 5-0.**

**401) Tentative Budget for Fiscal Year 2023-2024 and Related Advertising**

Ms. Bruno introduced the item and noted that no changes had been made since the preliminary budget hearing.

Discussion followed on revenues and expenditures, the requirement for a balanced budget, and fund balance, and different fund types.

*Mayor McCann opened Public Input for Item 401.*

*Mr. William Morrisey, 965 Sequoia Drive, Winter Springs asked a question about the fund balance.*

*Mayor McCann closed Public Input for Item 401.*

**"I MOVE TO APPROVE RESOLUTION 2023-27, ESTABLISHING THE TENTATIVE BUDGET FOR THE CITY OF WINTER SPRINGS FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024 AND AUTHORIZING ADVERTISEMENT OF THE CITY'S INTENT TO HOLD PUBLIC HEARINGS TO ADOPT THE FINAL MILLAGE RATE AND BUDGET." MOTION BY COMMISSIONER BENTON. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**

UNAPPROVED

**MOTION CARRIED 5-0.**

**REGULAR AGENDA**

**500) Non-Binding Presentation: Pulte Group - Winter Springs Golf Course Development Proposal**

Mayor McCann reviewed the non-binding process and brief discussion followed on communications with the applicant. Attorney Garganese reviewed ex-parte communication rules and noted they were not applicable at this time given no application had been filed. Attorney Garganese further reviewed the unique nature of the project and the City's real property interest due to the 133-acre conservation easement.

Mr. Max Perlman, Pulte Homes presented a preliminary site plan of a mixed-use development project with residential, commercial, and open space elements. Mr. Perlman noted that this project also included giving 10 acres of land to the City of Winter Springs for future expansion of the wastewater treatment facility. Mr. Perlman further noted that Pulte was trying to determine if the Commission had interest in releasing any portion of the conservation easement which would be necessary for this project to proceed.

Discussion followed on concerns of residential property near the wastewater treatment plant, access to the wastewater treatment plant, and traffic, stormwater, and school impacts.

Further discussion occurred on the importance of resident involvement in the process and a proposal to separate the development consideration from the 10 acres needed for the wastewater treatment plant expansion.

The Commission asked that the developer hold meetings with nearby homeowner's associations to get feedback and asked that Staff attend to hear the feedback as well. Additionally, the Commission asked that the developer then come back with any changes and present additional information. No decision was made at this time regarding the release of any portion of the conservation easement.

**501) Non-Binding Presentation: Winter Springs Patio**

Mr. Nick Tafelsky, Senior City Planner, Community Development Department introduced the item and noted the applicant was proposing a food truck park which required a change to the City Code.

Ms. Amalia Yount presented the proposed project on behalf of the applicants (Mr. Salvatore Buonaccordo and Ms. Nicoletta Buonaccordo. 735 Oakdale Street, Windermere, Florida) and highlighted their experience and plans to create a family friendly destination.

Discussion followed on concerns about the benefit to the tax base and parking, the existing food truck ordinance alternative design considerations, and the appeal of redevelopment in the area.

Attorney Garganese noted that he could review the food truck ordinance, if requested by the Commission, to determine if this project could be granted any variance or exception.

Further discussion followed on similar areas throughout the state and Mr. Tafelsky noted that Staff could continue to work with the applicant, if there was interest, to discuss changes and other options.

After further brief discussion it was determined that the Commission was not in favor of revisiting the food truck ordinance and Attorney Garganese noted that upon further review, the current ordinance did not allow for a variance.

UNAPPROVED

A brief discussion followed on the history of the current food truck ordinance.

**502) Veolia Inflationary Cost Adjustment related to Chemical Costs**

Mayor McCann noted previous discussions with Veolia regarding their concerns and Mr. Iftikhar reviewed Veolia's previous request and efforts by Staff to negotiate with Veolia. Mr. Iftikhar explained that this item related to actual cost of chemicals used in the treatment process, Item 503 dealt with the actual cost of construction, and Item 504 was an adjustment based on increased flows of water and wastewater. Mr. Iftikhar noted that Veolia was previously seeking an eight percent (8%) CPI increase but had agreed, after negotiations, to stay with the four percent (4%) CPI cap. Mr. Iftikhar noted Staff had no objection not these requests.

Mr. Todd Petrie, Veolia reviewed that this item was purely for chemical costs as listed in the agenda item, noted a lump sum payment for FY23 and authorization to continue paying this forward in FY24. Mr. Petrie summarized that this request was to take care of costs that had been incurred in 2023 and approve payment going forward.

**"MOTION TO APPROVE" [THE REQUEST OF $117,700 FOR FY23 AS A LUMP SUM PAYMENT AND APPROVE AS A SUPPLEMENTAL PAYMENT TO THE BASE FEE FOR FY24 AND SUBSEQUENT YEARS INVOICED ON A MONTHLY BASIS. THE PRESENTED COSTS ARE BEYOND THE CONTROL OF EITHER THE CITY OR VEOLIA. ADDITIONALLY, AUTHORIZATION FOR THE CITY MANAGER AND CITY ATTORNEY IS REQUESTED TO PREPARE AND EXECUTE ANY AND ALL APPLICABLE CONTRACT DOCUMENTS CONSISTENT WITH THIS AGENDA ITEM.] MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 5-0.**

**503) Veolia Additional Construction Related Costs**

Mayor McCann briefly reviewed the item.

Brief discussion followed on the status of construction and Mr. Petrie noted that these costs were not currently accruing as construction had been completed in August.

**"MOTION TO APPROVE" [THE CITY COMMISSION APPROVE THE REQUEST. THE REQUESTED CONSTRUCTION PERIOD COST OF $143,395 FOR FY 2022 (OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022) AND $10,573/ MONTH PLUS 10% FOR FY 2023 (OCTOBER 1, 2022 THROUGH AUGUST 30, 2023), I.E. OCTOBER 1, 2022 UNTIL DEMOBILIZATION OF THE BELT PRESS IN AUGUST 2023 FOR A TOTAL COST OF $117,466.03, ARE AUTHORIZED IN PARAGRAPH 10.1.1, 10.1.2, AND 10.2 OF THE AGREEMENT. THE ADDITIONAL COSTS WERE NOT ANTICIPATED WHEN THE AGREEMENT WAS EXECUTED, THE CITY HAS CONTRACTUAL CONTROL OF THE CONTRACTOR, AND CONSTRUCTION HAS EXTENDED SIGNIFICANTLY BEYOND THE ORIGINAL SCHEDULE. THE PRESENTED COSTS ARE BEYOND THE CONTROL OF EITHER THE CITY OR VEOLIA. ADDITIONALLY, AUTHORIZATION FOR THE CITY MANAGER AND CITY ATTORNEY IS REQUESTED TO PREPARE AND EXECUTE ANY AND ALL APPLICABLE CONTRACT DOCUMENTS CONSISTENT WITH THIS AGENDA ITEM.] MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 5-0.**

**504) Veolia Flow and Loading Adjustment**

UNAPPROVED

Mr. Iftikhar reviewed the contractual obligation that allowed Veolia to ask for an increase if flow and loading exceeded 10%.

Discussion followed on the cause of increased flow and loads, the current situation, and the possibility of improperly calibrated equipment or reporting errors.

Mr. Petrie explained that no individual reason had been identified related to increased flows and loading.

Mr. Iftikhar noted that the commissioned rate study had accounted for these increased flows.

**"MOTION TO APPROVE" [THE REQUEST OF $226,193 FOR FY 2022 (OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022) AS A LUMP SUM PAYMENT AND APPROVED AS A SUPPLEMENTAL PAYMENT TO THE BASE FEE FOR FY24 AND SUBSEQUENT YEARS INVOICED ON A MONTHLY BASIS. THE REQUEST IS AUTHORIZED IN PARAGRAPH 10.1.4 AND 10.2 OF THE AGREEMENT. THE ADDITIONAL FLOWS AND LOADINGS WERE NOT ANTICIPATED WHEN THE AGREEMENT WAS EXECUTED AND THE CITY HAS CONTROL OF THE POTABLE WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEM (LINES). ADDITIONALLY, AUTHORIZATION FOR THE CITY MANAGER AND CITY ATTORNEY IS REQUESTED TO PREPARE AND EXECUTE ANY AND ALL APPLICABLE CONTRACT DOCUMENTS CONSISTENT WITH THIS AGENDA ITEM.] MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 5-0.**

In response to a question from the Commission, Mr. Petrie noted that funds in arrears had been settled and encouraged keeping payments up to date. Mr. Petrie also noted that he would follow up regarding the removal of the bee mats behind City Hall as the project had expired and no extension had been authorized.

Mr. Iftikhar commented that Veolia had done a wonderful job, noted a recently completed audit of Veolia's performance by Carollo with a few minor recommendations, and noted that the report would be shared.

### 505) City Manager Draft Interview Matrix

Following brief introductory remarks, Mr. Brian Dunigan, Director, Operations Department shared that the consultant, Korn Ferry, advised the Commission to agree on a set of questions and ask all candidates the same set of questions.

The Mayor and Commission reviewed the draft questions provided by Korn Ferry and amended the list to a final product of 19 questions.

Discussion followed on the ability to ask follow-up questions during the process which Attorney Garganese noted was permissible.

### 506) Discussion on Annual Creek Cleanup

Commissioner Resnick noted he had asked for this discussion and asked about the possibility of including annual creek cleanup to the budget, not to include dredging or large tree removal.

Mr. David Hamstra, Pegasus Engineering, noted that Staff does perform some work annually and then reviewed NRCS funding which was currently being utilized for creek cleanup efforts.

UNAPPROVED

Mr. Iftikhar noted the need to look at stormwater fees as well and the need for a stormwater study. Mr. Hamstra noted he had some discussions with Interim Manager Hursh related to the scope of work.

Further discussion on associated costs, other maintenance needs, and the possibility of establishing a time to make a decision regarding this proposal.

**507) Discussion on Sunshine and Public Records Laws, Private Websites**

Commissioner Benton distributed a presentation from the Florida League of Cities related to public records and social media as well as other documents.[2]

Discussion followed on the use of social media, liability and risk to the City, and bullying.

Commissioner Colangelo distributed some printouts from social media[3] and brief discussion followed on civility and social media.

**508) Discussion on City Social Media Policy**

Commissioner Colangelo discussed many different community Facebook pages and noted that she thought the City Facebook page should allow comments.

Discussion followed on the purpose of the page as a billboard for sharing information, potential staffing needs related to monitoring of social media, and the history of the current social media policy and the City's Facebook page. It was suggested that the Commission could revisit the issue annually but no decision was made.

**509) New Business**

**"I'D LIKE TO MAKE A MOTION TO HAVE THE CITY DISCUSS THE HIGHLANDS GOLF COURSE, TO PURCHASE THE LAND FOR THE UTILITY OF WASTEWATER VERSUS AN EXCHANGE, AS HAS BEEN COORDINATED CURRENTLY, I'D LIKE TO MAKE A MOTION TO BE ABLE TO COMMUNICATE WITH THE SELLER OF THE GOLF COURSE TO PURCHASE THE 10 ACRES FOR OUR UTILITY EXTENSION". SECONDED BY COMMISSIONER RESNICK.**

Discussion followed on the purpose of New Business and the need for additional land for the purpose of expanding the wastewater plant.

Attorney Garganese reviewed the process related to issues regarding the acquisition of real property, noted the Commission could authorize the Manager to enter into discussions with the property owner, and noted acquisition couldn't be determined at this time.

Further discussion followed on the conservation easement, discussions related to the development proposal, and the possibility of discussing this issue at a future meeting.

Commissioner Colangelo withdrew her motion and asked that this be placed on the next agenda.

Mr. Iftikhar noted that an outright purchase for the wastewater plant expansion had not been accounted for in the rate study.

[2] Attached to the end of these Minutes

[3] Attached to the end of these Minutes

UNAPPROVED

Deputy Mayor Elliott asked about appointment opportunities. The Clerk noted that these would be included on the next agenda since there were no time sensitive vacancies.

Commissioner Benton asked that a discussion on the City's designation as a Transportation Concurrency Exception Area be brought back to a future meeting.

**REPORTS**

**600) Acting City Manager Bilal Iftikhar**

- Noted smart residents and the detail-oriented nature of the Commission, commented on the division within the community, and urged everyone to work together for the betterment of the City.

**601) City Attorney Anthony A. Garganese**

- No report

**602) City Clerk Christian Gowan**

- No report

**603) Seat Five Commissioner/Deputy Mayor Rob Elliott**

- Noted taking a tour of the pickleball court construction and encouraged Commissioners to reach out to Staff and view the progress;
- Noted attendance at the 9/11 Memorial Event and noted it was a well done event.

**604) Mayor Kevin McCann**

- Acknowledged the loss of longtime Winter Springs resident Juanita Blumberg;
- Noted he had spoken to the Leadership Seminole class;
- Noted attendance at a swearing-in ceremony for three new Winter Springs Police officers;
- Noted attendance at Florida League of Cities Policy Committee Meeting;
- Noted attendance at the 9/11 Memoria Event and share brief comments.

**605) Seat One Commissioner Matt Benton**

- Noted his ongoing attendance at Leadership Seminole;
- Recognized utilities crews for their work in responding quickly to issues throughout the City;
- Noted accessibility concerns related to current and future meeting streaming, specifically related to the deaf community.

**606) Seat Two Commissioner Victoria Colangelo**

- Noted she was working with residents to address a variety of issues;
- Noted attendance at the 9/11 Memorial and shared that Running for Heroes had expressed interest in hosting the event next year;
- Noted ongoing work related to water quality and erosion issues.

**607) Seat Three Commissioner Ted Johnson**

- No report

**608) Seat Four Commissioner Cade Resnick**

- Echoed comments about the 9/11 Memorial event and the request from Running for Heroes;
- Noted his attendance at the Florida League of Cities Policy Committee Meeting.

UNAPPROVED

**PUBLIC INPUT**
*Mayor McCann opened Public Input.*

*Mr. Louie Hilal, 504 Mark Run, Winter Springs discussed preserving the golf course as a golf course and was not in favor of lifting the conservation easement.*

*Ms. Sheila Benton, 414 Cedarwood Court, Winter Springs echoed comments about accessibility of meetings and commented on social media actions.*

*Mayor McCann closed Public Input.*

**ADJOURNMENT**
Mayor McCann adjourned the meeting at 1:15 a.m. on Tuesday, September 12, 2023

RESPECTFULLY SUBMITTED:

_____
CHRISTIAN D. GOWAN, MPA
CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

UNAPPROVED

NOTE: These Minutes were approved at the_____, 2023 City Commission Regular Meeting.

The following information was provided to the Mayor and Commission at the September 11, 2023 City Commission Meeting and referenced during Public Input

| Timestamp | Your name | Concerns/Questions | I am: | Address for residency purposes |
|---|---|---|---|---|
| 9/10/2023 15:07:19 | Robert Martin | Infrastructure | Against Pulte purchasing | 825 Sheoah |
| 9/10/2023 15:12:18 | Layla Scheiber | Destroying the green belt and nature surrounding the Highlands. Overcrowding our water/sewage system, roads and schools. | Against Pulte purchasing | 526 Shane Circle |
| 9/10/2023 15:13:44 | Helen VanHouten | I would rather have a big box store there than more houses. A Costco or Sams would be a convenience for the residents as well as increasing the revenue for the city. Mo | Against Pulte purchasing | 887 Elgin Dr, WS, Fl |
| 9/10/2023 15:14:44 | Connie Munroe | We were told this land could not be developed! Proposed buildings are too close to existing homes; traffic increase; impact on water & sewage; impact on wetlands & wildlife | Against Pulte purchasing | 306 Silver Sea Rd, Winter Springs |
| 9/10/2023 15:19:24 | shelda wilkens | This area is flood prone and has there been any thought to the traffic and impact on adding this many homes & families will have our community, schools, water system, roa | Against Pulte purchasing | 104 Keith ct; winter springs |
| 9/10/2023 15:21:16 | Charlotte Kassab | Noise, congestion, loss of green area, school crowding, existing houses will be less desirable | Against Pulte purchasing | 518 Shane Circle |
| 9/10/2023 15:26:39 | Joyce | Incredibly concerned about the passive recreational areas addressed as areas for "public use". Where will people park to use these recreational areas? If the HOA is going | Against Pulte purchasing | Sheoah Blvd |
| 9/10/2023 15:27:07 | Thomas Ballew | When the golf course was purchased, The City of Winter Springs administrators promised that it would NEVER approve any development of the Golf Course Property.<br>If it ever was to be developed, Winter Springs should never approve a this Pllate plan with such a high density of residential homes. This plan's homes are not high end eno | Against Pulte purchasing | 501 Shane Circle |
| 9/10/2023 15:32:32 | Paulina Licausi | Longtime resident of the Highlands here...<br>The area mentioned for Passive Recreation runs through and buts up against portions of our existing Highlands neighborhood. The bullets in the slide say, "Maintenance: th<br>Which HOA will own it? The new one springing up if this development goes forward? What does that mean for the residents of the Highlands properties? Will they cover the<br>It says public will be able to access.. through what entry points? Is this area going to be advertised as open to the public therefore making it available to people that don't live | Against Pulte purchasing | 828 Dunbar Terrace, Winter Springs |
| 9/10/2023 15:37:32 | Thomas Ballew | This Pulte plan will dramatically damage the value of our homes. The elevated traffic from over 400 new homes in this small area would be disastrous!<br>There has already been too much development in our community.<br>Winter Springs hasn't demonstrated the capability to support the existing community.<br>Do NOT approve this disastrous plan! | Against Pulte purchasing | 501 Shane Circle |
| 9/10/2023 15:40:16 | Linda Wheeler | I'm not completely against Pulte purchasing this property. However, I am against Pulte being allowed to purchase and develop the property without setting up some kind of li | Against Pulte purchasing | 417-24 Sheoah Boulevard |
| 9/10/2023 15:42:27 | Steven Scheiber | Let's preserve our nature and trail systems. | Against Pulte purchasing | 526 Shane Circle |
| 9/10/2023 15:46:08 | Iliya Hristov | Traffic congestion | For Pulte purchasing | this 628 Falcon Ct |
| 9/10/2023 15:49:27 | Terrianne Tallman | 1. Too much traffic flow will happened to Sheoah<br>2. Take away the beauty/nature and now see tons of building<br>3. Very concern of passive recreation especially if it open to public | Against Pulte purchasing | 422 Club Drive |
| 9/10/2023 16:06:23 | Krisha Driscoll | The amount of cars and traffic this is going to Bring to the area and having more houses pressed right is against our neighborhood. Making views of nature to house if develo | Against Pulte purchasing | 734 Galloway Dr winter springs fl 32708 |
| 9/10/2023 16:08:18 | Dennis Robinson | They're trying to put too many homes and rental properties in there on this property. It's also too close to the Highlands and Greenspoint. It'll be a lot of extra traffic in our are | Against Pulte purchasing | 639 Nighthawk circle |
| 9/10/2023 16:23:58 | Brigid Kish | I don't want the Public in my backyard | Against Pulte purchasing | 202 Highlands Glen Circle |
| 9/10/2023 16:29:17 | Donna Dean | Flooding,wildlife,our beautiful natural neighborhood. Traffic on 434 is bad enough. Do we really need 400 and something new homes? | Against Pulte purchasing | 881 Elgin Drive |
| 9/10/2023 16:34:56 | Mae Boza | No build up. Use what is already built on and repurpose/demolish/etc. beautify what is already a burden to our side of the city so that we can keep our green areas and get ri | Against Pulte purchasing | 613 Anhinga Road |
| 9/10/2023 16:37:06 | Cynthia K Dodd | CROWDING, TRAFFIC, NOISE, BURDEN ON SCHOOL SYSTEM, STORES, AMENITIES AND THE RESULTING NEED TO ADD MORE SCHOOLS, STORES, AMENITIE | Against Pulte purchasing | 462 CLUB DRIVE |
| 9/10/2023 16:43:24 | Lindsay Bundrick | None! I'd rather the land be mostly residential than commercial so I support the plan | For Pulte purchasing | this 686 Fortrose Drive Winter Springs Fl 32708 |
| 9/10/2023 16:59:17 | Melissa Tiffany | Traffic is already out of control, our schools are already over crowded, wildlife has been pushed out of its habitat. Our beautiful " City of trees "<br>Will be known as the city of greedy politicians and apartments buildings. We need our elected officials to show they care about our community and it's residents please don' | Against Pulte purchasing | 50 Sheoah Blvd. #35 winter Springs |
| 9/10/2023 17:02:51 | Jim Alger | I was under the impression that area was under PUD as open area when the Highlands was started | Against Pulte purchasing | 714 Galloway tr |
| 9/10/2023 17:03:45 | Lester & Patricia Barstow | We already have problems with our water system. That will put a strain on it. Sheoah Blvd flooded just last year during the hurricane. They really need to work on current inf | Against Pulte purchasing | 620 Daron Ct Winter Springs, Fl 32708 |
| 9/10/2023 17:04:24 | Ann Grimes | Given the roadways and drains couldn't handle the hurricane of 2022, how would the additional homes impact schools, roadways, water and most importantly infrastructure i | Against Pulte purchasing | 893 Stirling Drive Winter Springs Fl 32708 |
| 9/10/2023 17:06:52 | Lester & Patricia Barstow | We already have problems with our water system. That will put a strain on it. Sheoah Blvd flooded just last year during the hurricane. They really need to work on current inf | Against Pulte purchasing | 620 Daron Ct Winter Springs, Fl 32708 |
| 9/10/2023 17:08:30 | Alicia Tiblier | We do not need more housing in winter springs! Schools are crowded as is, and we are loosing the small town feel. | Against Pulte purchasing | 443 MacGregor Rd |
| 9/10/2023 17:10:14 | Eva Marie Everson | None | For Pulte purchasing | this 504 Spoonbill Court |
| 9/10/2023 17:10:37 | Melody Kosloski | Some of the golf course is conservation land. it will have a negative impact on the Highlands community. | Against Pulte purchasing | 525 Moree Loop |
| 9/10/2023 17:12:16 | Frank Carbone | I would love to see a golf course where the golf course was. | Against Pulte purchasing | 717 Glasgow Ct |
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| 9/11/2023 12:42:14 | James Laskowsky | No Building!!!! | Against Pulte purchasing | 496 Club dr, winter springs, fl 32708 |
| 9/11/2023 14:10:11 | Virginia Miles | This is a green area and should be protected. Please dont sell out to the builder. We do not have the infrastructure to support this many homes. It will be terribly noisy. | Against Pulte purchasing | 518 Shane Circle |
| 9/11/2023 14:10:15 | Cynthia K Dodd | In addition to how I've already responded, you are going to stress our already very problematic water system in expanding the waste water facility. This Pulte proposal is HC | Against Pulte purchasing | 462 CLUB DRIVE |
| 9/11/2023 15:45:53 | Irene Dessez | Two many homes and paid extra for property and was told nothing would ever be built in the back of my property | Against Pulte purchasing | 432 Macgregor Road |
| 9/11/2023 16:01:00 | Linda Schmitt | No more development | Against Pulte purchasing | 459 tradition |
| 9/11/2023 16:16:58 | Kari Siracusa | Our nice, quiet area will be no longer. Also, our neighborhood loses power during all storms and I am afraid a new development will Mel it worse. | Against Pulte purchasing | 501 Osprey Lane |
| 9/11/2023 16:24:06 | Larry Johnson | I am concerned about the extra burden of traffic and the crowding of our schools | Against Pulte purchasing | 632 Marni Drive |
| | | STOP any building on the<br>Golf Course CONSERVATION | | |
| 9/11/2023 16:27:13 | Angela | ORDER. | Against Pulte purchasing | 452 Club Drive |
| 9/11/2023 16:28:00 | Crystal Cumberledge | Traffic, Impediments on The Highlands nature trails, displacement of wildlife, flooding in The Highlands. Winter Springs should turn it into a golf course again; this would be a | Against Pulte purchasing | 309 Montrose Street |
| 9/11/2023 16:30:38 | Kathy Walker | These homes will increase taxes on the neighborhood, increase traffic, and take a toll on the water systems which are already struggling. | Against Pulte purchasing | 808 Kilt Ct Winter Springs, FL 32708 |
| | | This area suffers with flooding, sewerage problems<br>Pipes, overcrowding schools,<br>Traffic and roadways, on and | | |
| 9/11/2023 16:31:44 | Angela | On, etc. | Against Pulte purchasing | 452 Club Drive |

| Timestamp | Your name | Concerns/Questions | I am: | Address for residency purposes |
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| 9/10/2023 15:07:19 | Robert Martin | Infrastructure | Against Pulte purchasing | 825 Sheoah |
| 9/10/2023 15:12:18 | Layla Scheiber | Destroying the green belt and nature surrounding the Highlands. Overcrowding our water/sewage system, roads and schools. | Against Pulte purchasing | 526 Shane Circle |
| 9/10/2023 15:13:44 | Helen VanHouten | I would rather have a big box store there than more houses. A Costco or Sams would be a convenience for the residents as well as increasing the revenue for the city. Mor | Against Pulte purchasing | 887 Elgin Dr, WS, Fl |
| 9/10/2023 15:14:44 | Connie Munroe | We were told this land could not be developed! Proposed buildings are too close to existing homes; traffic increase; impact on water & sewage; impact on wetlands & wildlife | Against Pulte purchasing | 306 Silver Sea Rd, Winter Springs |
| 9/10/2023 15:19:24 | shelda wilkens | This area is flood prone and has there been any thought to the traffic and impact on adding this many homes & families will have our community, schools, water system, roa | Against Pulte purchasing | 104 Keith ct; winter springs |
| 9/10/2023 15:21:16 | Charlotte Kassab | Noise, congestion, loss of green area, school crowding, existing houses will be less desirable | Against Pulte purchasing | 518 Shane Circle |
| 9/10/2023 15:26:39 | Joyce | Incredibly concerned about the passive recreational areas addressed as areas for "public use". Where will people park to use these recreational areas? If the HOA is going | Against Pulte purchasing | Sheoah Blvd |
| 9/10/2023 15:27:07 | Thomas Ballew | When the golf course was purchased, The City of Winter Springs administrators promised that it would NEVER approve any development of the Golf Course Property.<br>If it ever was to be developed, Winter Springs should never approve a this Pilate plan with such a high density of residential homes. This plan's homes are not high end eno | Against Pulte purchasing | 501 Shane Circle |
| 9/10/2023 15:32:32 | Paulina Licausi | Longtime resident of the Highlands here…<br>The area mentioned for Passive Recreation runs through and buts up against portions of our existing Highlands neighborhood. The bullets in the slide say, "Maintenance: th<br>Which HOA will own it? The new one springing up if this development goes forward? What does that mean for the residents of the Highlands properties? Will they cover the<br>It says public will be able to access,, through what entry points? Is this area going to be advertised as open to the public therefore making it available to people that don't live | Against Pulte purchasing | 828 Dunbar Terrace, Winter Springs |
| 9/10/2023 15:37:32 | Thomas Ballew | This Pulte plan will dramatically damage the value of our homes. The elevated traffic from over 400 new homes in this small area would be disastrous!<br>There has already been too much development in our community.<br>Winter Springs hasn't demonstrated the capability to support the existing community.<br>Do NOT approve this disastrous plan! | Against Pulte purchasing | 501 Shane Circle |
| 9/10/2023 15:40:16 | Linda Wheeler | I'm not completely against Pulte purchasing this property. However, I am against Pulte being allowed to purchase and develop the property without setting up some kind of l | Against Pulte purchasing | 417-24 Sheoah Boulevard |
| 9/10/2023 15:42:27 | Steven Scheiber | Let's preserve our nature and trail systems. | Against Pulte purchasing | 526 Shane Circle |
| 9/10/2023 15:46:08 | Iliya Hristov | Traffic congestion | For Pulte purchasing | this 628 Falcon Ct |
| 9/10/2023 15:49:27 | Terrianne Tallman | 1. Too much traffic flow will happened to Sheoah<br>2. Take away the beauty/nature and now see tons of building<br>3. Very concern of passive recreation especially if it open to public | Against Pulte purchasing | 422 Club Drive |
| 9/10/2023 16:06:23 | Krisha Driscoll | The amount of cars and traffic this is going to Bring to the area and having more houses pressed right is against our neighborhood. Making views of nature to house if develo | Against Pulte purchasing | 734 Galloway Dr winter springs fl 32708 |
| 9/10/2023 16:08:18 | Dennis Robinson | They're trying to put too many homes and rental properties in there on this property. It's also too close to the Highlands and Greenspoint. It'll be a lot of extra traffic in our are | Against Pulte purchasing | 639 Nighthawk circle |
| 9/10/2023 16:23:58 | Brigid Kish | I don't want the Public in my backyard | Against Pulte purchasing | 202 Highlands Glen Circle |
| 9/10/2023 16:29:17 | Donna Dean | Flooding,wildlife,our beautiful natural neighborhood. Traffic on 434 is bad enough. Do we really need 400 and something new homes? | Against Pulte purchasing | 881 Elgin Drive |
| 9/10/2023 16:34:56 | Mae Boza | No build up. Use what is already built on and repurpose/demolish/etc. beautify what is already a burden to our side of the city so that we can keep our green areas and get ri | Against Pulte purchasing | 613 Anhinga Road |
| 9/10/2023 16:37:06 | Cynthia K Dodd | CROWDING, TRAFFIC, NOISE, BURDEN ON SCHOOL SYSTEM, STORES, AMENITIES AND THE RESULTING NEED TO ADD MORE SCHOOLS, STORES, AMENITIE | Against Pulte purchasing | 462 CLUB DRIVE |
| 9/10/2023 16:43:24 | Lindsay Bundrick | None! I'd rather the land be mostly residential than commercial so I support the plan | For Pulte purchasing | this 686 Fortrose Drive Winter Springs Fl 32708 |
| 9/10/2023 16:59:17 | Melissa Tiffany | Traffic is already out of control, our schools are already over crowded, wildlife has been pushed out of its habitat. Our beautiful " City of trees "<br>Will be known as the city of greedy politicians and apartments buildings. We need our elected officials to show they care about our community and it's residents please don' | Against Pulte purchasing | 50 Sheoah Blvd. #35 winter Springs |
| 9/10/2023 17:02:51 | Jim Alger | I was under the impression that area was under PUD as open area when the Highlands was started | Against Pulte purchasing | 714 Galloway tr |
| 9/10/2023 17:03:45 | Lester & Patricia Barstow | We already have problems with our water system. That will put a strain on it. Sheoah Blvd flooded just last year during the hurricane. They really need to work on current inf | Against Pulte purchasing | 620 Daron Ct Winter Springs, Fl 32708 |
| 9/10/2023 17:04:24 | Ann Grimes | Given the roadways and drains couldn't handle the hurricane of 2022, how would the additional homes impact schools, roadways, water and most importantly infrastructure i | Against Pulte purchasing | 893 Stirling Drive Winter Springs Fl 32708 |
| 9/10/2023 17:06:52 | Lester & Patricia Barstow | We already have problems with our water system. That will put a strain on it. Sheoah Blvd flooded just last year during the hurricane. They really need to work on current inf | Against Pulte purchasing | 620 Daron Ct Winter Springs, Fl 32708 |
| 9/10/2023 17:08:30 | Alicia Tiblier | We do not need more housing in winter springs! Schools are crowded as is, and we are loosing the small town feel. | Against Pulte purchasing | 443 MacGregor Rd |
| 9/10/2023 17:10:14 | Eva Marie Everson | None | For Pulte purchasing | this 504 Spoonbill Court |
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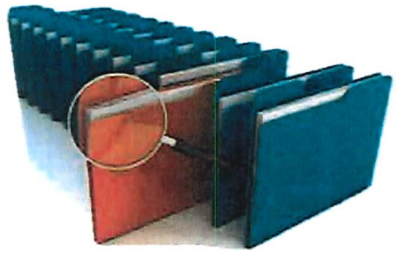
| | | I am against all building and parks on this property. The whole area was not supposed to be built at all. The public park proposed for behind my home is unacceptable. I pur<br>Please support the residents in my area, and all of the highlands. | | |
| 9/11/2023 12:42:14 | James Laskowsky | No Building!!!! | Against Pulte purchasing | 496 Club dr, winter springs, fl 32708 |
| 9/11/2023 14:10:11 | Virginia Miles | This is a green area and should be protected. Please dont sell out to the builder. We do not have the infrastructure to support this many homes. It will be terribly noisy. | Against Pulte purchasing | 518 Shane Circle |
| 9/11/2023 14:10:15 | Cynthia K Dodd | In addition to how I've already responded, you are going to stress our already very problematic water system in expanding the waste water facility. This Pulte proposal is HC | Against Pulte purchasing | 462 CLUB DRIVE |
| 9/11/2023 15:45:53 | Irene Dessez | Two many homes and paid extra for property and was told nothing would ever be built in the back of my property | Against Pulte purchasing | 432 Macgregor Road |
| 9/11/2023 16:01:00 | Linda Schmitt | No more development | Against Pulte purchasing | 459 tradition |
| 9/11/2023 16:16:58 | Kari Siracusa | Our nice, quiet area will be no longer. Also, our neighborhood loses power during all storms and I am afraid a new development will Mel it worse. | Against Pulte purchasing | 501 Osprey Lane |
| 9/11/2023 16:24:06 | Larry Johnson | I am concerned about the extra burden of traffic and the crowding of our schools | Against Pulte purchasing | 632 Marni Drive |
| | | STOP any building on the<br>Golf Course CONSERVATION | | |
| 9/11/2023 16:27:13 | Angela | ORDER. | Against Pulte purchasing | 452 Club Drive |
| 9/11/2023 16:28:00 | Crystal Cumberledge | Traffic, impediments on The Highlands nature trails, displacement of wildlife, flooding in The Highlands. Winter Springs should turn it into a golf course again; this would be a | Against Pulte purchasing | 309 Montrose Street |
| 9/11/2023 16:30:38 | Kathy Walker | These homes will increase taxes on the neighborhood, increase traffic, and take a toll on the water systems which are already struggling. | Against Pulte purchasing | 808 Kilt Ct Winter Springs, FL 32708 |
| | | This area suffers with flooding, sewerage problems<br>Pipes, overcrowding schools,<br>Traffic and roadways, on and | | |
| 9/11/2023 16:31:44 | Angela | On, etc. | Against Pulte purchasing | 452 Club Drive |

The following information was entered into the record by Commissioner Matt Benton at the September 11, 2023 City Commission Meeting during Item 507

# What is a Public Record?



Section 119.011(12), F.S.:

- "All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any City."

# Florida's Public Records Law

## Article I, Section 24 (a) Florida Constitution

- "Every person has the right to inspect or copy any public record made or received in connection with the official business of any public body, officer, or employee of the state, or persons acting on their behalf, except with respect to records exempted pursuant to this section or specifically made confidential by this Constitution."

## Chapter 119, F.S.

- Provides the public with the right to examine and review records of the state and local governments and, in some instances, private entities.

# Responding to Public Records Requests

- The City may not refuse to allow inspection of a public record on the grounds that the record is not in the possession of the Official Records Custodian but is in the possession of another City official or employee.
- Similarly the City may not refuse to provide a public record it may have on the grounds that it is maintained by another public agency.
- The City is required to provide a copy of any non-exempt public record that satisfies the request.
  - Providing a copy, however, can be conditioned upon the requestor paying the statutory fees for obtaining and copying the record. (Current copy charges are $.15 per page)
  - Costs for producing records can include a reasonable charge for the actual labor cost if fulfillment of the request requires extensive use of information technology resources, or extensive clerical or supervisory assistance or both.

# Responding to Public Records Requests

## Section 119.07 (1)(a), F.S.

- "Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under the supervision by the custodian of the public records." (Emphasis added).

# Responding to Public Records Requests

**"Every Person"**

- Although the City has a designated Records Custodian (i.e.: City Clerk), the law provides that anyone who has in their possession the requested record is required to provide.

**"Any person"**

- All encompassing and without limitation, any individual, group or company.
- The person to whom the request is made cannot require the request be in writing, give a name, contact information or include a reason for the request.

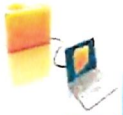
**"At any reasonable time, under reasonable conditions"**

- "Reasonable time" the reasonable time needed to locate the record and make it available for review or copying.
- "Reasonable conditions" has been interpreted by the Courts to refer to reasonable conditions required to preserve and protect the document from destruction or alteration. It does not refer to conditions that must be fulfilled prior to the record being provided.

# Responding to Public Records Requests
# Time to Respond

- The Public Records Law does not establish a specific timeframe for responding to requests.
- According to the Florida Supreme Court the time to respond "is the limited reasonable time allowed the custodian to retrieve the record and delete those portions of the record the custodian exerts are exempt."
- The reasonable time to respond then, is ultimately determined based on the nature of the request and the volume of documents involved.
- An unjustified or arbitrary delay in producing documents has been deemed an unlawful refusal to provide public records. (45 day delay in responding)

# What is a Public Record?
# Electronic and Computer Records



## Electronic databases

- Information stored in a public agency's computer system.
- If a City acquires an electronic recordkeeping system, the City must consider whether the system is capable of providing data in a common digital format.

## E-Mail and Text messages

- Made or received by City officers, elected officials and employees in connection with official business.
- This applies regardless of the device (computer, tablet, smart phone) that is used.

## Social Media

- Posts on Facebook, Twitter, Instagram, LinkedIn, Youtube, etc.

# The Law Declares These Principles

"A public office is a public trust. The people shall have the right to secure and sustain that trust against abuse."

Article II, Section 8, Florida Constitution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The Government in Your Facebook: An Examination of Social Networking Sites and Florida's Public Records Law Vol. 85, No. 5 May 2011 Pg 41 Maggie D. Mooney-Portale and Kevin S. Hennessy City, County and Local Government

State agencies, local governments, government elected officials, and government employees are not immune from the desire to possess and disseminate the most up-to-date information to the public. Social networking sites like Facebook, Twitter, MySpace, YouTube, Flickr, and LinkedIn are being embraced by some agencies around the state of Florida as a new way in which many governments can reach a technologically savvy constituency, while other agencies are staying away from these sites because they could be a minefield of litigation under Florida's Public Records Law.

The state agencies and local governments embracing this new social networking technology have weighed the value of being cutting edge and communicating quickly with the "plugged in" constituency against the risk and uncertainty of how these social networking sites will integrate with an agency's required compliance with Florida's Public Records Law. In so doing, these agencies have, in many cases, adopted institutional controls to monitor and maintain the postings on the agency's sites as public records. However, time will tell as to whether institutional controls for agency sites are enough, especially when agency officials operate their own personal Facebook and Twitter accounts.

This article will review Florida's Public Records Law and how advancing social networking technology may create practical difficulties in an agency's obligation to produce this medium of public record when the agency, its employees, or its representatives are conducting "official business." It will discuss Florida's Public Records Law, the appeal and use of social networking sites by Florida's agencies and their representatives, whether adequate controls are in place as agencies use this technology, and whether outreach to constituents outweighs the risk of a potentially costly lawsuit for Florida agencies. The often related topic of the potential Sunshine Law violations using this technology is beyond the scope of this article.1

Florida's Public Records Law

Access to public records is guaranteed by Fla. Const. art. I, §24 and F.S. Ch. 119. Specifically, Fla. Const. art. I, §24 states:

(a) Every person has the right to inspect or copy any public record made or received in connection with the official business of any public body, officer, or employee of the state, or persons acting on their behalf, except with respect to records exempted pursuant to this section or specifically made confidential by this Constitution.2

The constitutional protection afforded public records is reinforced under the procedures set forth in Florida's Public Records Law, F.S. Ch. 119. The purpose of Florida's Public Records Law is to memorialize that, unless a record is exempt, "[p]roviding access to public records is a duty of each agency."3

To Whom Does It Apply?

Florida's Public Records Law applies to each "agency" of the state, which includes:

any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including.. . the Commission on Ethics, the Public Service Commission, and the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.4

The obligation to produce public records attaches to the agency and the agency's employees and representatives, all of whom have an obligation under the Florida Public Records Law to produce public records in their possession. F.S. §119.07(1)(a) provides that "[e]very person who has custody of a public record shall permit the record to be inspected and examined by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of public record or the custodian's designee."5 The term "records custodian" under the Public Records Act means all agency personnel who have it within their power to release or communicate records.6 In order to have custody, a person must have supervision and control over the record or have legal responsibility for its care, keeping, or guardianship.7

What Is a Public Record?

The term "public record" is broadly defined to include "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. "8 The Florida Supreme Court has upheld an expansive interpretation of "public records" to encompass all materials made or received by an agency in connection with official business which are used to perpetuate, communicate, or formalize knowledge.9 While the determination of what constitutes a public record is a question of law, the determining factor of whether a document is a public record subject to disclosure is the nature of the record, not its physical location or form.10 A document that is used and made or received in connection with public business is a "public record."11

Public records made or received by an agency are subject to retention requirements established by the Division of Library and Information Services of the Department of the State that governs the destruction and disposition of records. F.S. §119.021 sets forth maintenance, preservation, and retention requirements for public records. It provides that public officials must "systematically dispose" of records no longer needed in compliance with the record retention disposal provisions contained in F.S. §257.36.12 The obligation to comply with the retention and disposal requirements applies irrespective of whether the public record is in a hard copy format or is electronically generated and maintained.13 Retention requirements for agency electronic records are governed by rules promulgated by the Division of Library and Information Services, and the retention periods within the rule are based upon the content, nature, and purpose of the record, and the corresponding legal, fiscal, administrative, and historical value.14

Consequences for Failure to Produce

A claim can be asserted under the Public Records Law against any person having custody of the public record who fails to produce it following a public records request.15 Public records requests can be made to an agency verbally or in writing, and an agency cannot condition its response to the public records request on the requesting party providing their name, signing for records, or providing a reason for the request for records.16 Automatic and excessive delays by an agency in processing of public records requests are violations of the Public Records Law.17 If a civil action is filed against an agency for Public Records Law violations and the agency is found to have unlawfully refused to permit the inspection or copying of a record, reasonable attorneys' fees and costs shall be awarded to the prevailing party.18

Failure of agencies to properly retain public records, including those records generated by public officials from their personal computers can result in costly lawsuits for the agency, and potential personal and criminal liability by the violating individual.19 In Lorenzo v. City of Venice, Case No. 2008 CA 8108 SC (Fla. 12th Cir. Ct. Oct. 7, 2009) , the city of Venice's clerk was unable to produce all of the email communications between the city council members in response to the public records request from Anthony Lorenzo and Citizens for Sunshine, Inc. (a nonprofit corporation devoted to promoting awareness and compliance with open government laws) because several city council members failed to copy the clerk on emails transmitted from their personal email accounts, and the city council members deleted their emails from their personal computers. After almost a year of litigation and an evidentiary hearing on the amount of the attorneys' fees and costs that would be assessed against the city, Judge Robert Bennett ordered the city to pay $777,114.42 in attorneys' fees and costs, one of the highest and most costly judgments entered against a local government for violations of the Public Records and Sunshine laws.

In addition to civil penalties against the agency, depending on the nature of the violation, a public officer who violates Florida's Public Records Law may be subject to penalties that include a fine of $500; public suspension, removal, or impeachment from office; and criminal misdemeanor or felony claims.20

Evolving Public Records

In 1982, the question of application of Florida's Public Records Law to information stored on an agency's computer was first judicially decided when such information was determined to be public record if it concerned the business of an agency.21 Emails made or received in connection with official business by agency employees and representatives have similarly been declared a public record.22 The Florida Supreme Court has clarified, however, that only emails made or received pursuant to law or ordinance, or in connection with the transaction of official business qualify as a "public record," and private emails are not automatically a public record by virtue of their placement on a government-owned computer.23

The Public Records Law has also been extended to website blogs and message boards irrespective of whether the message is created on a publicly or privately owned computer when the record is in connection with official business of the agency.24 In the context of websites and blogs, the Florida attorney general has opined that when public officials of a public agency create a public document by posting comments about official agency business, the individual is responsible for ensuring that the information is maintained in accordance with the Public Records Law and the policies and retention schedule adopted by the agency.25

In April 2009, the Florida attorney general responded to an inquiry from the City of Coral Springs regarding whether the municipality could create and use a Facebook page in compliance with Florida's Sunshine and Public Records Laws.26 The Florida attorney general's opinion suggests that a city has the authority to establish a Facebook page pursuant to its home rule authority for a valid public purpose, but stated that any information on the city's Facebook pages made or received in connection with the transaction of official business by the city would be subject to Florida's Public Records laws.27 Florida's attorney general stated that to the extent the information on the city's Facebook account communicated information made or received in connection with the transaction of official business, such information would constitute a public record, and the city would be under an obligation to follow the public record retention schedules set forth in F.S. §257.26.28

Similarly, in October 2009, the First District Court of Appeal, in National Collegiate Athletic Ass'n v. Associated Press, 18 So. 3d 1201, 1207 (Fla. 1st DCA 2009),
extended the Public Records Law to documents "received" by an agency's legal counsel from a secure, password-protected website that was operated from a remote computer since the agency's legal counsel's use of the information from the website was for a public purpose.29

Social Networking Sites — Can the Records Be Retained?

The rise of social networking sites like Facebook and Twitter is staggering. Facebook has more than 100 million users.30 Facebook allows each of its members to create a profile to share as much or as little information as they would like with their "friends" or "fans." The premise of Facebook is that information on a member's Facebook account will only be shared with the friends or fans that have been granted access by the Facebook member. Individuals with Facebook accounts share information and provide access to "friends." Businesses and organizations (including agencies and governments) with Facebook accounts share information and provide access to "fans."

Twitter is a combination of instant messaging and blogging, and is commonly referred to as "microblogging." Twitter permits text-based postings of no more than 140 characters. Twitter delivers instant messages from the sender's profile page, and the information posted is then delivered to the sender's "followers." The sender's messages are termed " tweets. " Tweets can be sent or received from users' Blackberries, smart phones, or iPhones.

One of the benefits of Facebook and Twitter is that one can make and receive messages from a computer, a cellular phone, or other device, and thereby stay informed about the most current events and news. The appeal of these two social networking sites in particular is that they allow their members to link to other member's messages, and follow other messages and postings from related and connected users. The benefits of these sites include their ability to reach a broad audience; their free access; and their ability to provide people with instant feedback.31

Facebook and Twitter are yet two other ways for governments to disseminate information and engage their constituents. Many agencies are operating Facebook and Twitter sites as a way to publicize and disseminate the most up to date agency sponsored events, meeting agendas and public notices, and legislative information. Substantive information on issues like water nutrient criteria establishment, off shore oil drilling, census information, and economic development opportunities and grants are also prevalent topics on Florida's agencies' sites. We have seen the prominence of Twitter and Facebook during natural disasters ( i.e., recent earthquakes in Haiti, Chile, and Japan) and the usefulness of these tools to disseminate time sensitive information during emergencies and crisis situations. It is easy to see the appeal of this source of technology and the benefits it could provide from a communication standpoint. The immediate dissemination of information through Facebook or Twitter relating to natural disasters, emergency services, and even child abductions could save lives. The Sunshine Technology Team's Feb. 22, 2010, presentation on "Social Networking and Cloud Computing" suggests that the use of Facebook and Twitter sites for the dissemination of news releases and media announcements for public awareness, education, and outreach constitute legitimate agency usage.32 In this context, the value of social networking sites to assist an agency in protecting the health, safety, and welfare of its constituents would be invaluable.

Since the rendition of the Florida attorney general's opinion on a municipality's use of Facebook, several state and local governments have interpreted the opinion as authorization to proceed with the establishment of Facebook and Twitter accounts subject to compliance with Florida's Public Records and Sunshine Laws. The following is a list of some of the Florida government agencies with Twitter accounts: City of Sarasota, City of Port Orange, Palm Beach County, Pinellas County, Pinellas County Emergency Management, the South Florida Water Management District, the Southwest Florida Water Management District, St. John's River Water Management District, the Florida State Parks, and the Lake County Economic Growth and Redevelopment, to name a few. Agencies with Facebook accounts include the cities of Coral Springs, Tallahassee, and Jacksonville; the Clay County Supervisor of Elections; and the Florida League of Cities. Miami-Dade County, Nassau County, Collier County, the City of West Palm Beach, the Florida Association of Counties, the Department of Business and Professional Regulation, and Enterprise Florida maintain both Facebook and Twitter accounts.

Retaining Records from Facebook and Twitter: Problems

Twitter and Facebook postings made or received on a Florida agency's site would be subject to Florida's Public Records Law, since all forms of records that are sent or received in connection with official business are a public record. Although the social networking sites provide an opportunity to reach out to constituents using this technology, the practical problem with these sites from an agency's perspective is whether an agency can really maintain all of the contents qualifying as a public record that is made and received on an agency's social networking site like Facebook and Twitter to comply with Florida's Public Records Law.

Since Facebook and Twitter are web-based private companies, Florida's agencies may be able to control the content and message that the agency makes and posts on these sites; however, the agency cannot control the content that the agency receives from other people's posts on the agency's site. Similarly, Florida's agencies cannot control whether a message posted by a third party is subsequently deleted from the social networking site by the website operator ( i.e., Facebook and Twitter) or the posting third party, as both the person posting the message and the social networking site (Facebook and Twitter) have the ability to delete such postings.

A Florida agency maintaining one of these social networking mediums could lose public records because the posting is deleted by forces outside of the agency's control. Consequently, the agency could technically violate the Public Records Law and state retention and destruction policies by virtue of a third party's deletion of such information. Additional risks to agencies operating on these sites include inadequate record retention and data protection and significant agency exposure under Florida's Public Records and Sunshine Law.33

It appears that many agencies are addressing the retention of tweets and posts "made" on their own Twitter and Facebook accounts by either purchasing software that saves these postings onto the agency's server, by making "hard copies" of their postings, or by simply only posting information that is duplicative of agency emails that are saved on the agency's servers.

Agencies appear to be adopting institutional controls that include coordination between the agency's records custodian, and policies within communication departments on who is permitted to "post" on social networking sites on behalf of the agency. These controls may be enough to satisfy the Public Records Law. The trickier issue is how the agency will maintain and store postings the agency receives by third parties on their sites. Will the agency operating the account retain each posting received by the agency as a new record, or can the records be saved cumulatively? Additionally, will the agencies retain the postings by printing out a hard copy, or will the agency invest in technology that enables it to archive and retrieve the postings? Will each posting the agency's site receives be a separate record that will need to be stored? How will each agency handle negative postings it receives if and when a displeased constituent posts negative comments in connection with agency business on the agency's site?

Even with all the above questions about the agency's retention, the most difficult and liability filled issue will likely be how agencies will ensure that their individual employees and officials are complying with the Public Records Law when they make and receive postings or tweets on their own personal accounts in connection with official business. How will the agencies ensure the capture of all public records made and received relating to official business from each individual's sites? How will the individual provide all public records to the agency's records custodian?

Lots of Questions, Few Solutions

At least one company, GovLive Vault, appears to be promoting itself as one possible solution to the Public Records Law compliance concerns faced by Florida agencies operating social networking sites.34 For a fee, GovLive Vault acts as an offsite records custodian that takes digital images of all the information contained on an agency's social networking site (Facebook, Twitter, and YouTube) and copies the information onto an offsite virtual server.35 When a public records request is received from an agency, the agency contacts GovLive Vault, which then produces a PDF report responsive to the information requested for specific query dates. Although this product may provide a solution for a government entity that subscribes to this service, individual social networking accounts operated by agency officials or employees would not be captured by this service, unless those individuals separately subscribe to the service on their own.

While agencies operating these social networking sites have presumably consulted with their legal counsel prior to the establishment of these accounts, the agency staff maintaining these sites must be thoroughly trained on the Public Records and Sunshine Laws and must establish some type of coordination with the agency's records custodian. Agencies operating these accounts should have adopted policies, in addition to email retention policies, that provide how these social networking public records will be retained, maintained, and produced in response to public records requests. Agencies should provide updated training to all officials, staff, and representatives on the risks and coordination needed when operating personal accounts. Attention must be given to how agency officials and representatives retain, maintain, and reproduce postings from their sites that contain information made in connection with agency business.

To the extent that agencies are aware of personal accounts, the agency must take steps to inform these individuals that there is potential for agency and personal liability for communications in connection with agency business. Based upon the recent decisions in the City of Venice and National Collegiate Athletic Association, to the extent communications are posted on personal social networking sites in connection with public business, there is a great likelihood that

the agencies will shoulder the primary financial exposure and liability for the failure of its representatives to properly provide this information to the agency's records custodian.

1 Fla. Stat. §286.011(2009); Fla. Const. art. I, §24 (b).

2 See Fla. Const. art. I, §24(a) (emphasis added).

3 See Fla. Stat. §119.01(1).

4 See Fla. Stat. §119.011(2).

5 See Fla. Stat. §119.07(1)(a).

6 Mintus v. City of West Palm Beach, 711 So. 2d 1359, 1361 (Fla. 4th D.C.A. 1998).

7 Id.

8 Fla. Stat. §119.011(12) (emphasis added).

9 Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc., 379 So. 2d 633, 640 (Fla. 1980).

10 State v. City of Clearwater, 863 So. 2d 149, 151, 153 (Fla. 2003).

11 National Collegiate Athletic Ass'n v. Associated Press,
18 So. 3d 1201, 1207
(Fla. 1st D.C.A. 2009).

12 Fla. Stat. §119.021(2)(c).

13 Op. Att'y Gen. Fla. 01-20 (2001); see also Informal Op. Att'y Gen. Fla. (June 8, 2007).

14 Fla. Admin. Code R. 1B-26.003(6)(g); Florida Department of State's General Schedule for State and Local Government Agencies (GS1-SL).

15 Puls v. City of Port St. Lucie, 678 So. 2d 514, 514 (Fla. 4th D.C.A. 1996); National Collegiate Athletic Ass'n v. Associated Press, 18 So. 3d 1201, 1210
(Fla. 1st D.C.A. 2009)(finding the Public Records Law can be enforced against any person who has custody of public records, whether that person is employed by the public agency creating or receiving the records or not).

16 Dade Aviation Consultants v. Knight Ridder, Inc., 800 So. 2d 302, 305 (Fla. 3d D.C.A. 2001).

17 Tribune Company v. Cannella, 458 So. 2d 1075, 1079 (Fla. 1984); Town of Manalapan v. Rechler, 674 So. 2d 789, 790 (Fla. 4th D.C.A. 1996).

18 Fla. Stat. §119.12; Barfield v. Town of Eatonville, 675 So. 2d 223, 225 (Fla. 5th D.C.A. 1996).

19 Lorenzo v. City of Venice, Case No. 2008 CA 8108 SC, (Fla. 12th Cir. Ct. Oct. 7, 2009); Office of State Attorney for Thirteenth Judicial Circuit of Florida v. Gonzalez, 953 So. 2d 759 (Fla. 2d D.C.A. 2007).

20 Fla. Stat. §119.10; State v. Webb, 786 So. 2d 602 (Fla. 1st D.C.A. 2001).

21 Seigle v. Barry 422 So. 2d 63, 65 (Fla. 4th D.C.A. 1982), review denied, 431 So. 2d 988 (Fla. 1983) (finding that

information stored on an agency's computer is as much a public record as a written page in a book or a tabulation in a file stored in a filing cabinet).

22 Op. Att'y Gen. Fla. 96-34 (1996); Op. Att'y Gen. Fla. 01-20 (2001); Op. Att'y Gen. Fla. 07-14 (2007).

23 See State v. City of Clearwater, 863 So. 2d 149 (Fla. 2003) (stating "private documents cannot be deemed public records solely by virtue of their placement on an agency-owned computer").

24 See Op. Att'y Gen. Fla. 08-07(2008) (finding that postings by a city council member on a private Internet website about official business would be subject to the requirements of the Public Records Law); National Collegiate Athletic Ass'n v. Associated Press, 18 So. 3d at 1207 (stating that the Public Records Law is not limited to paper documents, it applies to documents that exist only in digital form as well.)

25 Op. Att'y Gen. Fla. 08-07(2008) (stating that an individual council member that is public posting comments relating to city business is responsible for ensuring that the information is maintained in accordance with the city's retention policy and the Public Records Law.)

26 Op. Att'y Gen. Fla. 09-19(2009).

27 Id.

28 Id.

29 National Collegiate Athletic Ass'n,
18 So. 3d at 1207
(stating that the method of transmission of a public record to an agency is immaterial if the public record is examined by an agency's representative in connection with public business).

30 Tina Trenker, Is Social Media a Friend or Foe of Government,
Governing
(Jan. 2010), available at http://www.governing.com/article/social-media-friend-or-foe-government.

31 Sunshine Technology Team , Social Networking and Cloud Computing Presentation (Feb. 22, 2010), available at http://myfloridalegal.com/webfiles.nsf/WF/JFAO-82YLBJ/$file/SocialNetworking.pdf.

32 Id.

33 Id.

34 GovLive Vault,
http://www.govlive.com/vault.

35 See id.

Maggie D. Mooney-Portale is a shareholder of Lewis, Longman and Walker, P.A., in Bradenton. Her practice focuses on representing local governments and special taxing districts. She obtained her bachelor's degree from Florida State University and her law degree from the University of Florida.

Kevin S. Hennessy is a shareholder of Lewis, Longman and Walker, P.A., in Bradenton, with over 25 years of experience representing public and private clients in environmental, land use, and governmental disputes. He obtained his bachelor's degree from Wake Forest University and his law degree from the University of Miami.

This column is submitted on behalf of the City, County and Local Government Law Section,Vivien Jane Monaco, chair, and Jewel W. Cole, editor.

City, County and Local Government

Newer Column
Older Column

Victoria For Winter Springs

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**Victoria For Winter Springs**

Aug 9 ·

Creek Debris Removal Update in Winter Springs!

On August 8, 2023, the City of Winter Springs embarked on a significant environmental enhancement project: the clearing of debris from our city's creeks! This initiative will not only bolster our environment but also ensure that stormwater flows smoothly throughout our beloved city, safeguarding against possible flooding and enhancing the natural beauty of our waterways.

Thanks to a grant from the Natural Resources Conservation Services (NRCS), Looks Great Services of Columbia, Mississippi, will begin the essential task of clearing debris from five separate creeks to restore functionality and improve the smooth flow of stormwater throughout the City.

Top fan

**Patti Williams Phillips**

This is awesome news! Thank you!

1h Like Reply

**William Morrissey**

So a Grant bails out DECADES OF NEGLECT and LIES to Hacienda Village from past elected officials ❗
Thank You for pushing your Part ❗
👍👍
The City of Winter Springs has to STAFF UP AND GET OUT PUBLICWORKS DEPARTMENT BACK UP AND RUNNING SO WE SPEND LESS,
OUTSOURCING COST TONS, ITS Y ARE CITY IS FAILING ❗
(Missed you at the School Supply Drive at Pho Au Lac .)
🌴😎🤙

3h Like Reply 1

**Tina Esterle Boyle**

William Morrissey Good thing Shawn Boyle and his team applied for that grant before he retired

3:03 61%

Victoria For Winter Springs

**Tina Esterle Boyle**

Bryan Bruce retired from the City. Lots of people retire from one job and go on to another - especially in government and law enforcement. Again, good thing he got that grant for the residents before he left.

15m Like Reply

**Bryan Bruce**

Tina Esterle Boyle hastily retired and curious timing...regarding what he didn't do before he left? Effectively Manage the infrastructure budget and management of creeks. CFO's aren't always good managers.

8m Like Reply

**Tina Esterle Boyle**

He actually had more education and experience in financial and operations management than previous city managers and several others in the area. You and your girlfriend are going to have a really tough time ever finding anyone as qualified as he was - but that was the problem wasn't it? He wasn't a maleable pushover.

3m Like Reply

All comments

**Tina Esterle Boyle**

What happened to the other comments? Thought you ran on transparency and allowing all FB comments?

Just now Like Reply

Top fan

**Patti Williams Phillips**

This is awesome news! Thank you!

3h Like Reply

**Our Winter Springs**
Cade Resnick · Mar 3 ·

March 3,2023
Facebook Post

**Cade Resnick, Public Figure · Follow**
Mar 3 ·

Victoria For Winter Springs posted the following:

David Axel of Axel Real Estate is seeking permission to build Tuskawilla Storage in Seminole, Florida, at the intersection of Avery Lake Drive and Tuskawilla Road.

Though the mostly wooded 5-acre parcel is being opposed by residents and community leaders for the three-story facility. Plans include 116,000 square feet of self-storage in 75 units.

Owned by Anna Ondick, the property has been vacant for 20 years. The application is under review by county staff, with a review for a change of zoning.

Adding: This project is not desired by the city or the city commission. This project is not desired by the county commissioners.
This project is only given an option because of laws in Tallahassee that dictate developers rights and property rights over city and county preferences.

**Joan Soden**

👍 - would be an eye sore and is something our city does not want or need

27w Like Reply 4

**Cade Resnick**

Joan Soden I agree - now if we can get lawyers to help us unravel the law we would all be appreciative

Federal court judge rules Commissioner Underhill's Facebook messages are public record
Jim Little
Pensacola News Journal
March 9,2021

Escambia County Commissioner Doug Underhill must hand over Facebook messages that he sought to keep private after a federal magistrate judge ruled Friday that they are indeed public records.

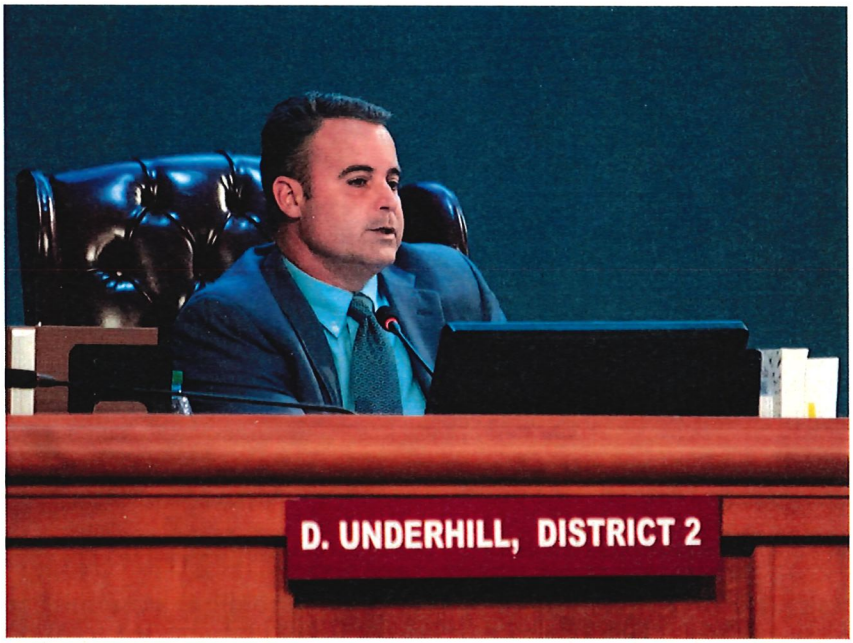
The ruling is the latest development in an ongoing public records lawsuit brought by Pensacola businessman David Bear against Underhill and Escambia County.

Bear made multiple public records requests in 2019 for Underhill's Facebook messages related to county business. The county and Underhill never fully complied with the records request, so Bear sued in October 2019.

Underhill has criticized Bear and his family for donating to political candidates in Escambia County and has often taken to social media to lob accusations of undue influence in county politics. Underhill also essentially shut down the comment section of his public Facebook page, arguing he was using it as a one-way communication tool.

Bear's lawsuit alleges the county and Underhill's withholding of the records and hiding and blocking of comments on his Facebook page violates Florida public records law as well as Bear's constitutional rights.

Over the course of the lawsuit, Underhill has turned over several thousand pages of documents from his Facebook accounts to Bear but withheld 24,000 pages of Facebook messages and posts from both his public and personal Facebook pages.

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Over the course of the lawsuit, Underhill has turned over several thousand pages of documents from his Facebook accounts to Bear but withheld 24,000 pages of Facebook messages and posts from both his public and personal Facebook pages.

U.S. Magistrate Judge Hope Thai Cannon reviewed the 24,000 pages Underhill refused to hand over and ruled Friday that they indeed contain more public records subject to release. The order did not address Bear's claims over the county and Underhill violating his constitutional rights, and the lawsuit continues in federal court.

Both the county and Underhill argued that his communication on Facebook, even messages that might involve the county or issues that will come before the county, are not "official business" of the county because the county did not "specifically authorize Underhill to create the record or speak on its behalf."

Cannon cited multiple court cases and a Florida attorney general opinion that shot down that interpretation of Florida's public records law and said any message discussing county issues could be a public record.

"To conclude otherwise would contravene the very purpose of the Public Records Act by diminishing the transparency expected for those holding public office in carrying out their official duties," Cannon wrote.

The lawsuit was initially filed in state court but moved to federal court. A previous magistrate judge initially issued a recommended order that the lawsuit be sent back to state court, but in August, U.S. District Judge M. Casey Rodgers ruled that the case should remain in federal court.

As the lawsuit progressed, Escambia County hired the Clark Partington law firm in March 2020 for $7,700 to go into Underhill's Facebook accounts and download all of his messages and posts. The law firm did not review the messages but used legal software to convert them to individual pages and label each page, according to Cannon's written summary of the case.

The download amounted to 9 gigabytes of information, and the documents were given back to the county.

In June 2020, Underhill turned over a flash drive to Bear with several thousand pages of documents, but it was clear from the labeling that 24,000 pages had been removed. Bear argued that more documents were subject to release.

Underhill and the county argued that the removed documents were not public records, however, the only person to fully review the 24,000 pages was Underhill himself.

"... (It) is disconcerting, to say the least, that the only person who reviewed the withheld documents to determine whether they are public records was Underhill," Cannon wrote. "At the evidentiary hearing, Underhill's lawyers admitted they did not review all the documents; rather, they reviewed only a sample. Likewise, the ECBCC's (Escambia County Board of County Commissioners') lawyers admitted they did not review the documents. The County's in-house staff of attorneys also did not review the documents."

Cannon decided to review all 24,000 documents herself behind closed doors and after reviewing them, found they did contain material that should've been released as a public record.

Cannon said a county commissioner cannot use their position as "both a shield and a sword" when it comes to Florida's public records law.

"Commissioner Underhill cannot use Facebook to communicate with the public as a commissioner, with the authority and force of that public position, and then seek to prevent such information from being disclosed as a public record under the guise that the ECBCC did not specifically authorize him to make the post or engage in the discussion," Cannon wrote.

Cannon divided the 24,000 pages into three categories:

Messages that don't contain any information that qualifies them as public records.
Messages that are clearly public records.
Messages that contain a mix of both the first and the second.

Cannon ordered the ones in the second category to be released without further review, while the ones in the first category would not have to be released.

For the third category, Cannon ordered that they be redacted for any information that doesn't qualify as public records. She spelled out that the process that must be used to complete the redactions include both the county's attorneys and Underhill's attorneys, in contrast to when Underhill reviewed the documents on his own.

Cannon will check the attorneys' work by holding another closed-door review of the redactions to ensure all of the public record portions of the documents are released.

Underhill did not respond to a request for comment Monday, but sent a written statement to the News Journal on Tuesday after a previous version of this article was published.

"Once the documents that the Magistrate views to be 'public records' are identified, we will evaluate options regarding review of the Magistrate's ruling by the U.S. District Court that referred the matter to the Magistrate," Underhill said in the statement.

"I remain confident that no Facebook posts on my account fit into the category of a 'public record,' and that I went above and beyond the requirements of Florida law in obtaining and producing any and all documents that were even arguably public records."

In a statement to the News Journal on Monday, Bear said the lawsuit has never been about "a political vendetta" against Underhill but about Bear's First Amendment rights and his rights under Florida's public records law.

"Commissioner Underhill has used his social media accounts as a platform to communicate his opinions and attack people but refused to allow all citizens of the county to view (the) same and have their voices heard," Bear said. "... Fortunately, the court saw through Commissioner Underhill's veiled attempt to refuse to comply with the law and has ordered him to turn over the documents."

**5th Circuit finds Biden White House, CDC likely violated First Amendment**

**The three judge panel found that contacts with tech companies by officials from the White House, the surgeon general's office, the CDC and the FBI likely amounted to coercion**

By Cat Zakrzewski
and
Joseph Menn
Updated September 9, 2023 at 6:11 p.m. EDT|Published September 8, 2023 at 6:58 p.m. EDT
President Biden during a meeting of his Competition Council. (Demetrius Freeman/The Washington Post)
Listen
8 min
Share
Comment11059

The U.S. Court of Appeals for the 5th Circuit on Friday ruled that the Biden White House, top government health officials and the FBI likely violated the First Amendment by improperly influencing tech companies' decisions to remove or suppress posts on the coronavirus and elections.
Tech is not your friend. We are. Sign up for The Tech Friend newsletter.

The decision, written unanimously by three judges nominated by Republican presidents, was likely to be seen as victory for conservatives who have long argued that social media platforms' content moderation efforts restrict their free speech rights. But some advocates also said the ruling was an improvement over a temporary injunction U.S. District Judge Terry A. Doughty issued July 4.

David Greene, an attorney with the Electronic Frontier Foundation, said the new injunction was "a thousand times better" than what Doughty, an appointee of former president Trump, had ordered originally.

Doughty's decision had affected a wide range of government departments and agencies, and imposed 10 specific prohibitions on government officials. The appeals court threw out nine of those and modified the 10th to limit it to efforts to "coerce or significantly encourage social-media companies to remove, delete, suppress, or reduce, including through altering their algorithms, posted social-media content containing protected free speech."

The 5th Circuit panel also limited the government institutions affected by its ruling to the White House, the surgeon general's office, the Centers for Disease Control and Prevention and the FBI. It removed restrictions Doughty had imposed on the departments of State, Homeland Security and Health and Human Services and on agencies including the U.S. Census Bureau, the National Institute of Allergy and Infectious Diseases, and the Cybersecurity and Infrastructure Security Agency. The 5th Circuit found that those agencies had not coerced the social media companies to moderate their sites.

Read the 5th Circuit's ruling

The judges wrote that the White House likely "coerced the platforms to make their moderation decisions by way of intimidating messages and threats of adverse consequences." They also found the White House "significantly encouraged the platforms' decisions by commandeering their decision-making processes, both in violation of the First Amendment."

A White House spokesperson said in a statement that the Justice Department was "reviewing" the decision and evaluating its options.

"This Administration has promoted responsible actions to protect public health, safety, and security when confronted by challenges like a deadly pandemic and foreign attacks on our elections," the White House official said. "Our consistent view remains that social media platforms have a critical responsibility to take account of the effects their platforms are having on the American people, but make independent choices about the information they present."

Social media injunction unravels plans to protect 2024 elections

The decision, by Judges Edith Brown Clement, Don R. Willett and Jennifer Walker Elrod, is likely to have a wide-ranging impact on how the federal government communicates with the public and the social media companies about key public health issues and the 2024 election.

The case is the most successful salvo to date in a growing conservative legal and political effort to limit coordination between the federal government and tech platforms. This case and recent probes in the Republican-controlled House of Representatives have accused government officials of actively colluding with platforms to influence public discourse, in an evolution of long-running allegations that liberal employees inside tech companies favor Democrats when making decisions about what posts are removed or limited online.

The appeals court judges found that pressure from the White House and the CDC affected how social media platforms handled posts about covid-19 in 2021, as the Biden administration sought to encourage the public to obtain vaccinations.

The judges detail multiple emails and statements from White House officials that they say show escalating threats and pressure on the social media companies to address covid misinformation. The judges say that the officials "were not shy in their requests," calling for posts to be removed "ASAP" and appearing "persistent and angry." The judges detailed a particularly contentious period in July of 2021, which reached a boiling point when President Biden accused Facebook of "killing people."

"We find, like the district court, that the officials' communications — reading them in 'context, not in isolation' — were on-the-whole intimidating," the judges wrote.

The judges also zeroed in on the FBI's communications with tech platforms in the run-up to the 2020 elections, which included regular meetings with the tech companies. The judges wrote that the FBI's activities were "not limited to purely foreign threats," citing instances where the law enforcement agency "targeted" posts that originated inside the United States, including some that stated incorrect poll hours or mail-in voting procedures.

The judges said in their rulings that the platforms changed their policies based on the FBI briefings, citing updates to their terms of service about handling of hacked materials, following warnings of state-sponsored "hack and dump" operations.

The judges, however, found some of the government communications enjoined by the district court to be permissible, including those of former chief medical adviser to the president, Anthony S. Fauci. They said the record did not show that Fauci communicated directly with the platforms and said his efforts to promote the government's scientific and policy views did not "run afoul of the First Amendment."

They also found that the lower court erred in barring CISA's interactions with the companies, finding that its efforts to flag content to the platforms did not amount to "attempts to coerce" the companies' moderation decisions.

Chris Krebs, the CISA chief fired by Trump over his endorsement of the 2020 election result, said he found the ruling "reassuring."

"As it relates to CISA, this ruling eviscerated the district court decision," Krebs said.

The judges also said there was no evidence that the State Department's communications with the platforms "went beyond educating the platforms on 'tools and techniques' used by foreign actors."

The Justice Department did not immediately respond to requests for comment, and it was not immediately clear if it would appeal the ruling. The order will take effect in 10 days, unless the government seeks intervention from the Su-

Supreme Court.

The Justice Department had argued that Doughty's ruling was overly broad and could "chill" a wide range of lawful communications between the government and social media companies, especially in the face of public emergencies.

The FBI, Google and Meta declined to comment. X and the surgeon general's office did not immediately respond to requests for comment.

Any appeal of the order would bring the debate over online speech before the Supreme Court, which is already expected to take up conflicting appeals court rulings over state social media laws this year.

Evelyn Douek, assistant professor at Stanford Law, said the case was a "strong candidate for the Supreme Court to weigh in, given the law isn't clear, the issues are so important, and courts have come to different conclusions."

Douek said the 5th Circuit "paints with a slightly less broad and more careful brush than the district court did." But she warned the decision "lumps together lots of different kinds of government speech in a way that papers over a lot of nuance."

Biden administration urges Supreme Court to block Texas social media law

The 5th Circuit ruling reversed Doughty's order specifically enjoining the actions of leaders at DHS, HHS and other agencies, saying many of those individuals "were permissibly exercising government speech."

"That distinction is important because the state-action doctrine is vitally important to our Nation's operation — by distinguishing between the state and the People, it promotes 'a robust sphere of individual liberty,'" the 5th Circuit judges wrote.

Yet Friday's order still applies to a wide range of individuals working across the government, specifically naming 14 White House officials, including five who are no longer in office. The order specifically names Surgeon General Vivek H. Murthy and another member of his office, three CDC staffers and two FBI officials, including the head of the foreign influence task force and the lead agent of its cyber investigative task force in San Francisco.

White House press secretary Karine Jean-Pierre is among the White House officials named.

Stanford Law School professor Daphne Keller said the 5th Circuit's ruling appeared to allow "a lot of normal communications as long as they are not threatening or taking over control of platforms' content decisions."

"But it also says they can't 'significantly encourage' platforms to remove lawful content, so the real question is what that means," she said.

Friday's decision came in response to a lawsuit brought by Republican

attorneys general in Louisiana and Missouri who allege that government officials violated the First Amendment in their efforts to encourage social media companies to address posts that they worried could contribute to vaccine hesitancy during the pandemic or upend elections.

Missouri Attorney General Andrew Bailey celebrated the decision as a victory in a statement.

"The first brick was laid in the wall of separation between tech and state on July 4," he said. "Today's ruling is yet another brick."

Menn reported from San Francisco.

Menn reported from San Francisco.

By Cat Zakrzewski

Cat Zakrzewski is a technology policy reporter, tracking Washington's efforts to regulate Silicon Valley companies. Her reporting covers antitrust, privacy and the debate over regulating social media companies.

Twitter

By Joseph Menn

Joseph Menn joined The Post in 2022 after two decades covering technology for Reuters, the Financial Times and the Los Angeles Times. His books include "Cult of the Dead Cow: How the Original Hacking Supergroup Might Just Save the World" (2019) and "Fatal System Error: The Hunt for the New Crime Lords who are Bringing Down the Internet" (2010).

NewsletterAs news breaks

Tech News Alerts

Breaking news email alerts on technology and the tech industry.

# Florida League of Cities

August 28, 2010

## SB 360 declared unconstitutional and ordered expunged from Florida law

by Rebecca O'Hara

http://www.floridaleagueofcities.com/News.aspx?CNID=3571

Today, a Leon County circuit court declared unconstitutional Ch. 2009-096, Laws of Florida, otherwise known as SB 360. SB 360 was passed in 2009 and imposed sweeping changes for 246 cities and counties defined in the bill as "Dense Urban Land Areas". In short, the bill designated such areas as automatically exempt from transportation concurrency requirements. The bill imposed certain obligations upon such cities and counties.

After the bill became law a coalition of cities and counties filed suit to have SB 360 declared unconstitutional for two reasons: 1) that the bill violated the "single subject" requirement; and 2) that it violated Article VII, Section 18(a), the unfunded mandates provision. The local governments alleged that SB 360 required them to "spend funds or take an action requiring the expenditure of funds" in violation of Article VII, Section 18(a).

The court found the local governments' single subject claim was rendered moot by operation of the subsequent 2010 legislative session. The court rejected all of the local governments arguments on the mandates count (finding they were inappropriate for disposition on a summary judgment motion because they involved disputed issues of fact) except for one.

The court found the provision in SB 360 which mandates local governments to adopt comprehensive plan amendments and strategies to "support and fund mobility" could require "minimum mandated expenditures statewide by 246 local governments" ranging from "$10,150,944 to $25,625,820." The court found these amounts to be in excess of the Legislature's standard for determining whether a mandate is "fiscally insignificant" for purposes of Article VII, Section 18(a). The court concluded the Legislature did not meet any other requirements or exemptions set forth in Article VII, Section 18(a).

SB 360 was declared unconstitutional in its entirety.

There is no word yet on whether anyone plans to appeal.

Rebecca O'Hara
Legislative Director
Florida League of Cities, Inc.
(850) 222-9684

Judicial Update: The Continuing Saga of SB360, Community Renewal Act
Photo of Russell Schropp
By Russell Schropp on January 24, 2011
Posted in Judicial Update

The 2009 Florida Legislature's attempt to provide some relief to the development community met its demise in a Tallahassee circuit court. Circuit Judge Charles Francis' order of Final Summary Judgment, entered on August 26, 2010, declared Senate Bill 360 unconstitutional as a violation of Article VII, Section 18(a) of the Florida Constitution, which prohibits the adoption of "unfunded mandates" to local governments. City of Weston v. Crist, Case No. 2009CA2639, 2nd Jud. Cir. According to the opinion, the law would have required certain local governments to spend over $3 million in the aggregate to process plan amendments required by the bill.

The Court found that this expenditure would not be "fiscally insignificant" so as to exempt the bill from the constitutional restrictions. Senate Bill 360 (also known as the Community Renewal Act) attempted to provide several boosts for development interests, including:

exempting development from the Development of Regional Impact process in local governments identified as Dense Urban Land Areas (DULAs);
establishing transportation concurrency exemption areas in local governments designated as DULAs; and
providing two year extensions for certain permits that expired between September 2008 and December 2012.

The Court's judgment declared Senate Bill 360 unconstitutional and ordered it "expunged" from the official records of the State. During its 2010 session, the Florida Legislature took some preemptive measures anticipating a possible negative decision from the Court on Senate Bill 360. Senate Bill 1752 re-enacted the permit extension provisions of Senate Bill 360 and provided for an additional 2-year extension under certain conditions. Senate Bill 1752 requires notification be provided to the affected government agency by December 31, 2010. Because local government and agency interpretations and the application of Senate Bill 1752 may vary, permit holders who exercised their right to an extension under Senate Bill 360, or who want to exercise their rights under Senate Bill 1752, are strongly encouraged to seek competent legal review and guidance.

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The following was entered into the record by Commissioner Victoria Colangelo during Item 507 at the September 11, 2023 City Commission Meeting

8:17

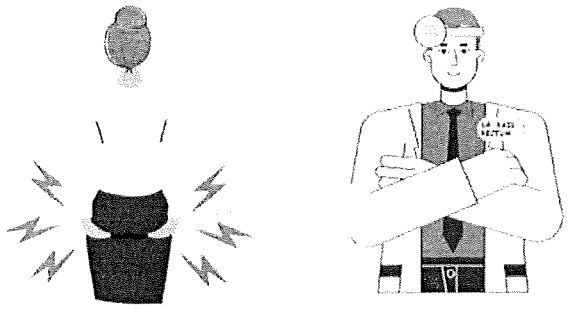
Photo Done

**Grace Neved · I LOVE WINTER SPRINGS, FL**
4h ·

**Grace Neved**
4h ·

For those who are not familiar with the term "Colonjelly" this was coined during the Monday night commission meeting in reference to the female member of the Dias. Since they are both great at spreading bovine feces, this little image just seemed perfect. Enjoy

Attention Winter Springs Residents: If You Experience Pain In Your Colonjelly, Do Not Hesitate To Contact Our Very Own Dr. Kaid Rectum, PhD Local Expert In Colonjelly Pain and Withholding Information from the Residents of Winter Springs Even While Under a Subpoena !



4

4

The following was entered into the record by Commissioner Matt Benton during New Business at the September 11, 2023 City Commission Meeting.

# ORDINANCE NO. 2010-18

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, SETTING FORTH AMENDMENTS TO THE CITY OF WINTER SPRINGS COMPREHENSIVE PLAN REGARDING TRANSPORTATION CONCURRENCY EXCEPTION AREA AND TRANSPORTATION MOBILITY STRATEGIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS**, section 163.3161 et. seq., Florida Statutes (1987) established the Local Government Comprehensive Planning and Land Development Regulation Act; and

**WHEREAS**, section 163.3167, Florida Statutes, requires each municipality in the State of Florida to prepare and adopt a Comprehensive Plan as scheduled by the Florida Department of Community Affairs; and

**WHEREAS**, Chapter Law 2009-69, signed into law on June 1, 2009, requires each City certified as a Dense Urban Land Area (DULA) to be designated as a Transportation Concurrency Exception Area (TCEA), which would allow the City to be exempt from state-mandated transportation concurrency requirements by establishing mobility strategies and funding mechanisms for various geographic areas or zones of the City in collaboration with Seminole County and adjacent cities; and

**WHEREAS,** designation as a TCEA allows the City to be exempt from state-mandated transportation concurrency requirements by establishing mobility strategies and funding mechanisms for various geographic areas or zones of the City in collaboration with Seminole County and adjacent cities; and

**WHEREAS**, the City of Winter Springs was designated a DULA on July 8, 2009 and therefore must be designated a TCEA; and

**WHEREAS,** the application of a TCEA designation requires a comprehensive plan amendment; and

**WHEREAS,** the Local Planning Agency of the City of Winter Springs held a duly noticed public hearing on July 14, 2010, in accordance with the procedures in Chapter 163, Part II, Florida

Statutes, on the proposed comprehensive plan amendment and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments; and

**WHEREAS,** the Local Planning Agency recommended the City Commission adopt the large scale comprehensive plan text amendment; and

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

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

**Section 1.** **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

**Section 2.** **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3167 and 163.3187, Florida Statutes.

**Section 3.** **Purpose and Intent.** The purpose and intent of this ordinance is to adopt the large scale comprehensive plan text amendment set forth herein to designate the City of Winter Springs a Transportation Concurrency Exception Area (TCEA), and to make conforming amendments to the Plan consistent therewith.

**Section 4.** **Adoption of Large Scale Comprehensive Plan Text Amendment.** The City Commission of the City of Winter Springs hereby amends the Comprehensive Plan as follows:

A. *Future Land Use Element.* The Future Land Use Element is hereby amended as set forth in **Exhibit "A,"** attached herein and fully incorporated herein by this reference (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from the Ordinance of text existing in the Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance).

B. *Transportation Element.* The Transportation Element is hereby amended as set forth in **Exhibit "B,"** attached herein and fully incorporated herein by this reference (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from the Ordinance of text existing in the Transportation Element. It is intended that the text in the Transportation Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance).

C. *Intergovernmental Coordination Element.* The Intergovernmental Coordination Element is hereby amended as set forth in **Exhibit "C,"** attached herein and fully incorporated herein by this reference (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from the Ordinance of text existing in the Intergovernmental Coordination Element. It is intended that the text in the Intergovernmental Coordination Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance).

D. *Capital Improvements Element.* The Capital Improvements Element is hereby amended as set forth in **Exhibit "D,"** attached herein and fully incorporated herein by this reference (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from the Ordinance of text existing in the Capital Improvements Element. It is intended that the text in the Capital Improvements Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance).

**Section 5. Transmittal to the Department of Community Affairs.** The City Manager or his designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the Florida Department of Community Affairs, in accordance with section 163.3187(4), Florida Statutes, and Section 9J-11, Florida Administrative Code.

**Section 6. Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City of Winter Springs City Commission, or parts of ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

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

**Section 8. Effective Date and Legal Status of the Plan Amendment.** The effective date of the comprehensive plan amendment adopted by this Ordinance shall be the date a final order is issued by the Florida Department of Community Affairs, or the date of the Administration Commission finding the Amendment in compliance with section 163.3184, Florida Statutes. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it has become effective. If a final order of noncompliance is issued by the Administration Commission, the amendment may nevertheless be made effective by adoption of a resolution affirming its effective status. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Winter Springs Comprehensive Plan and become a part of that plan and the amendment shall have the legal status

of the City of Winter Springs Comprehensive Plan, as amended.

**ADOPTED** by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 25th day of October, 2010.

**JOHN F. BUSH, Mayor**

**ATTEST:**

**ANDREA LORENZO-LUACES**
**City Clerk**

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

**ANTHONY A. GARGANESE**
**City Attorney**

Transmittal Hearing: July 26, 2010
Adoption Hearing: October 25, 2010
Effective Date:

**EXHIBIT "A" TO ORDINANCE 2010-18**

***Future Land Use Element-***

**GOAL 1:** ***Quality of Life.*** To ensure that the character, magnitude, and location of all land uses provides a system for orderly growth and development (as defined in sections 163.3221 and 380.04, Florida Statutes) that achieves a balanced, natural, energy efficient, and economic environment, and enhances the quality of life of all residents throughout and beyond the 2030 planning horizon.

* * *

**Policy 1.1.4**: *Innovative Design.* Encourage energy-efficient and innovative land use patterns (such as, multimodal horizontally and vertically integrated mixed use development, cluster development, low impact development, LEED, Green Globes, Florida Green Building Coalition standards, and other such environmentally- friendly development practices).

* * *

**Objective 1.3:** *Concurrency.* The City shall ensure that future development is provided essential services and facilities at acceptable standards by incorporating the following policies into the site plan review process and the City's concurrency management system.

**Policy 1.3.1**: *Level of Service (LOS) and Mobility Standards~~Review~~.* Review all development and redevelopment proposals to determine their specific impacts on current LOS and mobility standards.

**Policy 1.3.2**: *Determination.* Deny a development order if a proposed development will result in a degradation of the adopted LOS, unless it can be demonstrated that sufficient improvements will be in place concurrent with the impacts of such development to maintain the adopted minimum LOS standard. Transportation QLOS, however, as a result of the citywide Transportation Concurrency Exception Area (TCEA) designation shall be used for monitoring purposes, in order to identify where multi-modal improvements are needed, and not for development approvals based on capacity. (Cross Reference: See Future Land Use Element, Goal 6 et seq. and Multimodal Transportation Element, Policy 1.11.1)

**Policy 1.3.3**: *Improvements.* Continue to seek fiscal resources to make improvements necessary to accommodate growth and infill development while maintaining services and facilities according to ~~at~~ adopted standards and mobility strategies.

* * *

**Objective 1.4:** ***Discourage Urban Sprawl and Encourage Redevelopment.*** The City will limit the proliferation of urban sprawl and encourage redevelopment and revitalization of blighted areas.

**Policy 1.4.1**: *Redevelopment Plans.* Create redevelopment or small area plans to identify and establish redevelopment opportunities. (Cross Reference: See Housing Element, Policy 2.4.4)

**Policy 1.4.2**: *Higher Density Infill.* Encourage the efficient use of land with compatible infill and higher density and intensity development within the Town Center and the U.S. 17-92 CRA Corridor. Higher density development shall be directed to the CRA to promote revitalization of underutilized property through redevelopment and reinvestment with access to the existing fixed transit route, which provides critical connection with SunRail. Minimize adverse impacts to adjacent established residential neighborhoods through site layout, orientation of buildings, and a transition of densities. (Cross Reference: See Housing Element, Policy 1.1.8)

**Policy 1.4.3**: *Public Services and Facilities.* Work to ensure the availability of public services and facilities to accommodate development in the Town Center and Greeneway Interchange District.

**Policy 1.4.4**: *Redevelopment Visioning Workshop(s).* Hold visioning workshop(s) to discuss specific issues that may impede infill and redevelopment activities consistent with the land uses and densities indicated in this plan, in situations that will not jeopardize public health, safety or welfare.

**Policy 1.4.5**: *S.R. 434 Overlay.* Implement the S.R. 434 overlay corridor design standards to encourage infill development that is appropriate for the character of the neighborhoods adjacent to this corridor. Allow a vertical mix of uses to promote a live-work environment.

**Policy 1.4.6**: *S.R. 434 Crosstown Bus Route.* Implement as feasible, bicycle and pedestrian connections to the new S.R. 434 Crosstown bus route. (Cross Reference: See Multimodal Transportation Element, Policy 1.5.17 and 1.6.7)

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**Policy 1.4.8**: *Deteriorated Areas.* Target areas of blight or otherwise deteriorated areas for special consideration through a redevelopment plan and pursue available federal, state, county and local funds for redevelopment. (Cross Reference: See Housing Element, Policy 2.4.1)

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**Policy 1.4.10**: *U.S. 17-92 CRA.* Continue to support the efforts of the Community Redevelopment Agency and the implementation of the US 17-92 Corridor Redevelopment Master Plan recommendations, as amended from time to time.

**Objective 1.5:** ***Land Use Compatibility.*** Future development must be consistent with the adopted Future Land Use Map - 2030. Encourage the elimination of nonconforming structures and uses through the adoption of appropriate land development regulations.

* * *

**Policy 1.5.3:** *Redevelopment/Infill Development.* Identify acceptable locations, priorities and implementation strategies for potential and compatible infill development and redevelopment. Address residential, commercial and live-work or mixed use

opportunities. Follow-up these efforts with any needed amendments to the Comprehensive Plan, Future Land Use Map - 2030, and/or Code of Ordinances as well as enhancements to the vacant parcel map and database illustrating infill development and redevelopment opportunities. Consider providing incentives for infill development and redevelopment that support the City's targeted program priorities.

**Policy 1.5.4:** *Conversions.* Support the transition or conversion of older residential homes fronting onto arterial roadways, to a live–work or commercial use, by reducing the required development standards when appropriate, while maintaining compatibility and protecting adjacent neighborhood uses. (Cross Reference: See Housing Element, Policy 2.4.9)

* * *

**Policy 1.5.7:** *Compatibility.* Maintain site design requirements and subdivision regulations in the Code of Ordinances which adequately address the impacts of new development on adjacent properties in all land use categories and zoning districts and which encourage property owners to make property upgrades which enhance and increase property values. (Cross Reference: See Housing Element, Policy 2.2.11)

* * *

**Objective 1.6:** *Transportation/Land Use Compatibility.* The City will ensure that population densities, housing types, employment patterns, and land uses are consistent with the transportation modes and services proposed to serve these areas~~City's transportation network.~~ In support of the establishment of a citywide Transportation Concurrency Exception Area (TCEA), the City adopts mobility strategies to enhance transportation options and to enable a reduction of vehicle miles traveled. (Cross Reference: See Future Land Use Element, Goal 6 et seq.)

**Policy 1.6.1:** *Cross Access Easements.* Require shared driveways and cross access easements between adjacent properties where feasible to support efficiency in travel and to reduce demand on arterial and collector streets. ~~Encourage d~~Development projects over ten (10) acres ~~to~~ shall have more than one point of access unless determined infeasible. (Cross Reference: See Multimodal Transportation Element, Policy 1.2.2)

**Policy 1.6.2:** ~~*Transportation Improvements.* Provide p~~Proposed multimodal transportation improvements consistent with the land use patterns on the Future Land Use Map - 2030.

**Policy 1.6.3:** ~~*Transportation LOS*~~*Development Reauirements.* ~~Prohibit proposed land use amendments which are anticipated to reduce the LOS for transportation facilities below the standard, unless the~~Require development to contributes to the City's multimodal system ~~and~~through the implementation of identified mobility standards~~addresses the deficiencies caused by the project. Require such contribution to be~~. If the multimodal improvements needed require roadway improvements, emphasis shall be upon intersection improvements to improve safety and reduce conflicts between modes; signalization/Transportation Demand Management improvements (especially those providing transit and pedestrian priority signalization). (Cross Reference: See Future Land Use Element, Goal 6 et seq. and Multimodal Transportation Element, Policy 1.11.1)

**Policy 1.6.4**: *High Traffic Count Uses.* Encourage land uses that generate high traffic counts to locate adjacent to arterial roads and mass transit systems.

**Policy 1.6.5**: *On Site Traffic Flow.* Require development to provide safe and convenient on site motorized and nonmotorized traffic flow, adequate pedestrian facilities and connections, and sufficient parking for both motorized and nonmotorized vehicles.

Policy 1.6.6: *Connectivity.* Encourage travel between uses and access to transit without requiring the use of arterial roads by ensuring that existing, new, and future development is connected by roadways, bikeways, and sidewalks. (Cross Reference: See Multimodal Transportation Element, Policy 1.3.3 and Recreation and Open Space Element, Policy 1.6.4)

* * *

**Objective 1.7:** ***Adjacent Jurisdictions.*** The City shall promote compatibility of adjacent land uses with Seminole County and the neighboring cities of Casselberry, Longwood and Oviedo.

* * *

**Policy 1.7.2**: *Intergovernmental Coordination.* Continue intergovernmental coordination through associated technical committees with neighboring jurisdictions, such as METROPLAN ORLANDO, the Council of Local Governments (CALNO), Seminole~~WAY~~ Way initiative and the Planning Technical Advisory Committee (PTAC).

* * *

**GOAL 2:** ***Town Center.*** The City seeks to create a Town Center based upon traditional design standards for development that will become the identifying focus of the City's downtown and contribute to an increased and diversified tax base for the City. The primary purpose of the Town Center shall be to create an economically successful, vibrant, aesthetic, compact, multimodal, diverse, mixed use (including horizontal and vertical integration of uses) neo-traditional urban environment, designed on a pedestrian scale and with a pedestrian orientation. The Town Center is to be a place where people can reside in a mix of single and multiple family dwellings, work, gather to shop, relax, recreate, be entertained, attend community events, and enjoy the natural beauty of lands located in the Town Center. The Town Center should be created through public and private investment and development.

* * *

**Objective 2.1:** ***Location.*** The Town Center should be generally centered around the intersection of S.R. 434 and Tuskawilla Road, as depicted on the City's Future Land Use Map - 2030. Existing public facilities such as the City Hall, Winter Springs High School, Central Winds Community Park, and the U. S. Post Office are included within the Town Center designation.

* * *

**Policy 2.1.4**: *Future Roads and ~~Traffic~~ Mobility Patterns.* Periodically update~~Adopt appropriate~~ transportation maps to identify future roads and ~~traffic~~mobility patterns related to the Town Center that ~~assure best routes through land while attempting~~

~~to~~facilitate multimodal transportation routes through the Town Center, and safe and convenient access to the Town Center, while attempting to maximize development potential and opportunities consistent with the Town Center Goal. Determine the final location of future Town Center roads and mobility patterns during the development process in accordance with the Multimodal Transportation Element.

* * *

**Objective 2.2:** ***Neo-traditional.*** Promote and enhance the development of the Town Center by allowing a mixed use higher density/intensity neo-traditional urban pattern.

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**Policy 2.2.10:** Require an interconnected network of sidewalks in new residential developments to support walking and neighborhood friendliness.

* * *

**GOAL 3:** ***Greeneway Interchange District.*** The City hereby creates a Greeneway Interchange District (GID) land use category to target industries with high quality, higher income jobs and an increased tax base for the City.

**Objective 3.1:** ***Location.*** The GID shall be located in proximity to S.R. 417 and the interchange area on S.R. 434, as depicted on the City's Future Land Use Map - 2030. The GID is located within the "target area" identified by Seminole County in 2007 as "Seminole~~WAY~~ Way", which runs north from S.R. 426 in the City of Oviedo to Interstate 4 in the City of Sanford, following the S.R. 417 corridor.

* * *

**Policy 3.1.2:** *Future Roads and ~~Traffic~~Mobility Patterns.* Periodically update~~Adopt appropriate~~ transportation maps to identify future roads and mobility~~traffic~~ patterns related to the GID that ~~provide~~facilitate multimodal transportation~~best~~ routes through and safe and convenient access to the GID, ~~to land~~ while attempting to maximize development potential and opportunities consistent with GID Goal. Determine the final location of future roads and mobility patterns within the GID and adjacent area during the development process in accordance with the Multimodal Transportation Element.

**Policy 3.1.3:** *Multimodal Access.* Plan for transit and multimodal service on transportation thoroughfares accessing the GID, including a future Seminole~~WAY~~ Way intermodal transit facility for light rail or bus rapid transit (BRT) service along SR 417. Coordinate the location of transit-related facilities with Seminole County, LYNX, and the Florida Turnpike Enterprise. Ensure pedestrian and bicycle connection to the future intermodal facility. Supportive facilities and amenities should include clustered and compact mix of uses with intensities that support transit, park and ride parking garage with bicycle lockers and facilities, and covered shelters. (Cross Reference: See Intergovernmental Coordination Element, Policy 1.3.7)

**Policy 3.1.4:** *Multimodal Transportation.* Plan for and facilitate the integration of future multimodal transportation within the GID, including BRT or similar transit circulator service by the inclusion of supportive facilities and amenities in the master plan. (Cross Reference: See Future Land Use Element, Policy 3.3.4)

~~Policy 3.1.3~~Policy 3.1.5: *Connectivity.* Require pedestrian, bicycle and vehicular connectivity both internally and externally to adjoining developable properties (including public trail linkages). (Cross Reference: See Recreation and Open Space Element, Policy 1.6.4)

* * *

**Objective 3.2:** ***Land Uses.*** The intent and purpose of the GID is to attract target industries which provide higher paying jobs, which complement and do not compete with the Town Center, and which will increase the City's tax base.

* * *

**Policy 3.2.5**: *Urban Form.* Define the urban form through clustering of uses with intensities that support multimodal transportation and provide efficient land use, thereby reducing vehicle miles traveled and greenhouse gas emissions.

~~Policy 3.2.5~~Policy 3.2.6: *Development Bonuses.* Development bonuses which allow a higher FAR (up to a maximum FAR of 2.0), may be granted for projects within the Greeneway Interchange District which demonstrate environmental stewardship through one or more of the following:

- Environmentally-sensitive site planning (Cross Reference: See Conservation Element, Policy 1.8.2);
- Green building design and energy efficient buildings as determined by USGBC LEED Certification or equivalent;
- Incorporation of Low Impact Development (LID) practices, such as green roofs capture and use of stormwater for irrigation and/or other grey water type uses, and rain gardens (Cross Reference: See Conservation Element, Policy 1.3.4);
- Energy efficient land use which minimizes impervious surfaces, such as inclusion of one or more parking garages (Cross Reference: See Conservation Element, Policy 1.8.1);
- Restoration or enhancement of degraded wetlands, native ecosystems, or preservation of extra upland buffers around critical habitat (Cross Reference: See Conservation Element, Policy 1.7.2); and
- Waterwise practices including sustainable site design through natural landscaping with Florida native plants (Cross Reference: See Conservation Element, Policy 1.2.6).

~~Policy 3.2.6~~Policy 3.2.7: *Trail Linkages.* Require public trail linkages through the GID and require bicycle facilities (such as bike racks and lockers) to support ~~public~~ multimodal access ~~via alternative means~~as included in the adopted Master Plan.

~~Policy 3.2.7~~Policy 3.2.8: *Diversity in Detailing and Style.* Require development to include diversity in detailing and style while maintaining aesthetic harmony.

* * *

**Objective 3.3:** ***Private/Public Investment.*** The City shall encourage and promote target industries to invest and locate on land designated GID.

* * *

**Policy 3.3.2**: *Seminole~~WAY~~ Way Collaboration.* Pursue opportunities to collaborate on the regional Seminole~~WAY~~ Way initiative between Seminole County, the cities of Oviedo, Sanford, and Winter Springs, the Florida Turnpike Enterprise, and the Orlando Sanford International Airport, for purposes of economic development and job growth initiative. (Cross Reference: See Intergovernmental Coordination Element, Policy 1.2.4)

* * *

**Policy 3.3.4**: *Town Center Linkages.* Support public/private investment in transportation linkages between the GID and the Town Center (including~~such as~~ a local transit circulator, water taxi, trail connection, and/or other innovative transportation solutions.) (Cross Reference: See Future Land Use Element, Policy 3.1.4)

* * *

**Policy 3.5.5**: *High Quality Development.* Ensure high-quality building and development that enhances the image and economic well-being of the City, GID, and Seminole~~WAY~~ Way.

* * *

**GOAL 4: *Mixed Use.*** The City seeks to promote a Mixed Use category, which provides for a variety of land uses and intensities within a development site to preserve conservation areas, reduce public investment in service provision, encourage flexible and creative site design, and provide public amenities with area-wide benefits.

**Objective 4.1: *Location.*** The Mixed Use category shall be located proximate to major transportation corridors as depicted on the City's Future Land Use Map -2030.

* * *

**Objective 4.2: *General Uses and Intensities.*** Through the enactment of creative and flexible land development regulations and master planning design standards, permit a variety of mixed uses consistent, compatible and in harmony with the Mixed Use Goal, including low, medium and high density residential; commercial (retail and office); light industrial; educational facilities; recreational facilities; and compatible public facilities.

**Policy 4.2.1**: *Percentage of Various Uses.* Require as part of the master planning process, an appropriate set of uses and distribution of uses to be established unique to each development that will allow no more than seventy-five percent (75%) ~~percent~~ of any one type of land use to dominate the Mixed Use category.

* * *

**Policy 4.2.6: *Connectivity.*** Ensure that existing, new, and future development is connected by roadways, bikeways, and/or pedestrianways that encourage travel between uses and access to transit without requiring the use of the arterial road.

**GOAL 5: *Urban Central Business District.*** The City shall create an Urban Central Business District (UCBD) in order to promote high intensity, high density development in its urban core.

**Policy 5.1.1**: *Purpose of Urban Central Business District.* Establish the UCBD to:

- Plan appropriate and balanced land uses on a scale and at an intensity, consistent with the availability of public facilities and services;
- Facilitate mixed use development;
- Encourage mass transit;
- Reduce dependency on the ~~need for~~ automobile ~~travel;~~ and vehicle miles traveled;
- Encourage quality development; and
- Give definition to the urban form through a vertical and horizontal mix of uses rather than strip-type development.

**Policy 5.1.2**: *Characteristics of Urban Central Business District.* Establish the UCBD as a multi-use area appropriate for intensive growth and having the following characteristics:

- Compact mix of uses~~in design~~ which are pedestrian friendly and are accessible without the use of the automobile;
- Flexible, versatile building design that will outlast initial uses and create long-term value;
- ~~High d~~Densities and intensities which support transit;
- Proximate and accessible to major arterial roadways; and
- Adequate public facilities including roads, water, wastewater, solid waste disposal, stormwater drainage, and recreation.

* * *

**Policy 5.2.4:** *Coordination with Transit.* Incorporate transit-friendly features pursuant to the City's Comprehensive Plan Multimodal Transportation Element, Policy 1.6.2.

* * *

**GOAL 6:** ***Transportation Concurrency Exception Area (TCEA).*** Pursuant to subsection 163.3164 (34) of the Florida Statutes (FS) the City of Winter Springs qualifies as a dense urban land area as determined by the Office of Economic and Demographic Research. As such, pursuant to subsection 163.3180 (5)(b)1.a., FS the City is designated a Transportation Concurrency Exception Area. The City shall utilize this designation to responsibly encourage growth in specific areas within the City.

**Objective 6.1:** ***TCEA Creation.*** The TCEA designation provides an exemption to transportation level of service requirements in an effort to support urban infill, development, redevelopment and the achievement of the City's redevelopment goals by addressing mobility, urban design, land use mix, network connectivity and reduction in the reliance of the single occupant automobile and reduction in vehicle miles traveled. Transportation concurrency requirements are modified within the citywide TCEA to include integration and coordination among the various modes of transportation as outlined in policies for mobility found in the Multimodal Transportation Element and through complementary policies in other elements. LOS shall be used for monitoring purposes, in order to identify where multi-modal improvements are needed, and not for

development approvals based on capacity. (Cross Reference: See Future Land Use Element, Objective 1.6; Multimodal Transportation Element, Policy 1.11.1)

**Policy 6.1.1:** *TCEA Mobility Strategies.* Maintain mobility within the City by the implementation of the following strategies and programs in the Multimodal Transportation Element and through complementary policies in other elements of the comprehensive plan. TCEA mobility strategies may include, but are not limited to: (Cross Reference: Multimodal Transportation Element, Policy 1.11.3)

(1) Transportation demand management program;

(2) Transportation system management program;

(3) Revised parking standards and regulations;

(4) Local and regional transit service;

(5) Enhanced pedestrian and bicycle facilities;

(6) Transit facility improvements;

(7) Complete streets policy implementation;

(8) Neighborhood traffic management programs; and

(9) Transit and pedestrian oriented site design standards;

**Policy 6.1.2:** *TCEA Zones.* Implement the Winter Springs' TCEA as five (5) distinct Zones, designated as A, B, C, D & E, based on geographic location in relation to the City's existing transportation network, land use, transit readiness, and future mobility needs and as further described in Multimodal Transportation Element, Policy 1.11.2.

**Policy 6.1.3:** *Interim Standards.* Further define and establish mobility standards, projects and funding mechanisms by July 2011, consistent with Section 163.3180(5)(b)4., F.S.

**Policy 6.1.4:** *Procedures for Inclusion of Annexed Properties into the City's TCEA.* Place properties that involve a large-scale land use amendment into a City TCEA Zone as part of the large-scale amendment process and amend simultaneously the appropriate TCEA map(s). Place properties that involve a small-scale land use amendment into a City TCEA Zone as part of the next large-scale amendment cycle, and amend simultaneously the appropriate TCEA map(s). During the interim period, after obtaining a City land use category, but prior to placement in a City TCEA Zone, development on property may proceed by the development providing and funding mobility standards and requirements of the most physically proximate Zone. If the property is adjacent to two Zones, the City shall assign the Zone after making a determination as to which is most appropriate.

**Policy 6.1.5:** *TCEA Monitoring.* Monitor development activity and the implementation of mobility standards within the TCEA to ensure that the exception area is achieving increased mobility. Review mobility achievement against baseline condition inventory and respective targets each fiscal year, in conjunction with the annual identification of capital projects and update to the Five-Year Schedule of Capital Improvements, included within the Capital Improvements Element. The monitoring will include analysis, data

collection and information as outlined in the Multimodal Transportation Element. (Cross Reference: See Multimodal Transportation Element, Policy 1.11.9)

# EXHIBIT "B" TO ORDINANCE 2010-18

## *Multimodal Transportation Element*

**GOAL 1:** To develop a safe, convenient, efficient and coordinated system of motorized and nonmotorized transportation facilities which ensures adequate movement of people and goods through and within the City and which incorporates transportation strategies to address reduction in greenhouse gas emissions from the transportation sector.

**Objective 1.1.** ***Quality/Level of Service.*** In urban centers transportation cannot be effectively managed and mobility cannot be improved solely through the expansion of roadway capacity. The expansion of roadway capacity is not always physically or financially possible, and a range of transportation alternatives is essential to satisfy mobility needs, reduce congestion, and achieve healthy, vibrant centers. For these reasons, the City shall use Quality/Level of Service (Q/LOS) for monitoring purposes in order to identify where multimodal improvements are needed, for guiding capital improvements facility/operations planning to achieve and maintain mobility, to reduce greenhouse gases, and to assist in determining a fair share that a development should contribute to the achievement of these mobility strategies.

Q/LOS shall not be used for development approvals based on capacity. However, Florida Statutes require the inclusion of local roadway Level of Service standards within local comprehensive plans, even within a Transportation Concurrency Exception Area (TCEA), when roadway level of service is not the measure by which development is approved.

In recognition that the City is in the process of transitioning from a largely single occupant vehicle mode to a multimodal system, ~~M~~mobility within the TCEA will be achieved by the implementation of the strategies and programs identified in this element and through complementary policies throughout the comprehensive plan. If the development requires roadway improvements, emphasis shall be upon intersection improvements to improve safety and reduce conflicts between modes; signalization/Transportation Demand Management improvements (especially those providing transit and pedestrian priority signalization); bicycle facility improvements, and pedestrian crosswalk/median improvements. ~~Throughout the planning period the City shall enforce the Level of Service (LOS) standard on all arterial and collector roads;~~ (Cross Reference: See Future Land Use Element, Goal 6 et seq. and Capital Improvement Element, Policy 1.2.1.a.)

**Policy 1.1.1:** *Roadway Q/LOS.* Establish minimum Roadway ~~Adopt the minimum daily~~ Q/LOS standards, applicable to all TCEA Zones, for monitoring intersection capacity ~~transportation facilities~~ based on annual average daily trips (AADT) and peak hour maximum service volumes, based on the latest edition of the FDOT Generalized LOS Tables, as follows:

- Limited Access ~~Roads~~Highways ~~as prescribed by FDOT~~D
- Arterials ~~D~~E
- Collectors D
- Local Roads D

**Policy 1.1.2:** *Transit Q/LOS.* Coordinate with METROPLAN ORLANDO and LYNX to assist the County in maintaining the County's minimum~~adopted~~ Q/LOS standard for ~~mass~~ transit,

applicable to the citywide TCEA, to link urban centers and neighborhoods to nearby LYNX stops and subsequently to commuter rail. Work toward a long range vision of implementing higher capacity transit modes, such as bus rapid transit (BRT) along Seminole~~WAY~~ Way (SR 417) and between Zones A & B: (Cross Reference: See Multimodal Transportation Element, Objective 1.6 and Policies 1.6.1 through 1.6.7) ~~1.03 revenue miles per capita per year based on the estimated functional population within the transit service area.~~

| ***Fixed Route Public Transit*** | ***Initial*** | ***2030*** |
|---|---|---|
| • Link 103 Altamonte Station | 15-minute headway (2013) | No Change |
| • Link 434 Crosstown | 60-minute headway (2010) | 30-minute headway |
| • Seminole Way BRT | N/A | 15-minute headway |

| **PickUpLine (PUL) Transit** | **Initial** | ***2030*** |
|---|---|---|
| *Tuskawilla/Red Bug Lake Road* | *N/A* | *60-minute headway (2 hr adv)* |

**Policy 1.1.3:** *Pedestrian Q/LOS.* The pedestrian Q/LOS shall be the presence of pedestrian paths/sidewalks on both sides of roadways in areas of new development or within ¼ mile of existing schools, parks, or transit fixed service routes and shall be considered a QLOS standard of "B". The QLOS is not a standard that is intended to be achieved on an annual basis, but rather as an objective to be achieved by 2030. Many of the older areas of the City, including those within ¼ mile of schools, parks and the new LYNX 434 route, are lacking in sidewalks. A comprehensive inventory of these facilities will be completed as a baseline by July 2011 for use in monitoring improvement. Specific project identification and service gaps shall be utilized for consideration as part of Capital Improvements programming evaluation and for consideration during development review for new and redeveloping projects.

**Policy 1.1.4:** *Bicycle Q/LOS.* The bicycle Q/LOS shall be the presence of designated bike lanes, bike routes, and/or multi-use paths or trails, which run the length of the City in an east-west, north-south grid pattern at 1-1/2 mile intervals. The provision of this citywide network shall be considered a QLOS standard of "B". The QLOS is not a standard that is intended to be achieved on an annual basis, but rather as an objective to be achieved by 2030. Except for the Cross Seminole Trail, bicycle facilities within Winter Springs are primarily undesignated. A comprehensive inventory of existing roadway facilities will be completed as a baseline by July 2011 for use in monitoring improvement.

**Policy 1.1.5:** Connectivity Q/LOS. Explore the implications of adopting a connectivity Q/LOS by July 2011 for each of the TCEA Zones.

**Policy 1.1.6:** *SIS and FIHS Facilities.* Monitor the S.R. 417 roadway and entrance/exit ramp and make all efforts to minimize any potential negative impacts to this facility as the only SIS/FIHS facility within the City.

~~**Policy 1.1.4**~~**Policy 1.1.7:** Require a ~~traffic study~~Transportation Impact Analysis for all new development generating more than 300 total annual average daily trips (AADT). Such study shall be conducted in accordance with written procedures provided by the City and shall consider the comprehensive transportation impact on all modes of transportation. (Cross Reference: See Multimodal Transportation Element, Policy 1.11.2).

~~Policy 1.1.6~~Policy 1.1.8: Annually monitor the Q/LOS status of arterials, collectors, and all state roadways within the City by obtaining from the State and County their most recent traffic counts at points along all roadways that would be affected by development in the City.

~~Policy 1.1.3~~Policy 1.1.9: Monitor the functioning of the arterial and collector road system by use of the Florida Standard Urban Transportation Model Structure (FSUTMS) used by FDOT for travel demand forecasting so that collector road improvements may be scheduled according to valid priorities.

~~Policy 1.1.5~~Policy 1.1.10: Evaluate proposed development for compliance with mobility strategies ~~transportation concurrency using established criteriaas~~ described in Multimodal Transportation Element, Policy 1.11.3.

~~Policy 1.1.7~~Policy 1.1.11: Continue to use standards and guidelines for permitting the payment of proportionate fair-share contributions to mitigate locally and regionally significant transportation impacts consistent with Subsection 163.3180(16), F.S. Such standards and guidelines shall provide that the City shall not rely on transportation facilities in place or under actual construction more than three years after the issuance of a building permit, except as provided in Subsection 163.3180(16), F.S.

~~Policy 1.1.8~~Policy 1.1.12: Coordinate with the Florida Department of Transportation (FDOT) regarding methods by which the pedestrian orientation of the Town Center can be achieved. This coordination may include the possible reclassification of S.R. 434 through the Town Center as a Class II or Class III arterial, the potential designation of the facility between U.S. 17-92 to Vistawilla Drive as one where it would be appropriate to apply a policy constraint prohibiting future widening of the roadway, and/or examining the appropriateness of lowering the speed limit along a portion of the roadway. (Cross Reference: See Multimodal Transportation Element, Policy 1.9.9 and Intergovernmental Coordination Element, Policy 1.3.1)

**Objective 1.2: *Roadway Network*.** To provide an attractive, safe, convenient, and efficient arterial, collector and local roadway system that serves travel demands and reduces greenhouse gas emissions, through establishment of criteria to be enforced during site plan review, concurrency management and access management.

**Policy 1.2.1**: Require the d~~D~~esign and construction of ~~the~~ arterial roadways ~~system~~, through cooperation with the FDOT and Seminole County, to support and reflect adjacent land uses and development patterns, while ~~to provide high volume, multi-lane facilities with access controls, where appropriate, to~~ preservinge the through traffic carrying capacity of the facility.

**Policy 1.2.2**: Require joint use access and cross access easements, except where they would be infeasible, to encourage interconnectivity between developments and to reduce congestion on arterials and collector roads. (Cross Reference: See Future Land Use Element, Policy 1.6.1)

**Policy 1.2.3**: Encourage the interconnection of collector roads on the street network to provide residents with alternative routes and the potential for a reduction in vehicle miles traveled.

~~Policy 1.2.4: Fund the collector road system by transportation impact fees.~~

**Policy 1.2.~~5~~4**: Develop the collector road system according to the Future Transportation Map - 2030 and design standards derived under the auspices of the City, to coordinate the construction of segments of the system by both the public and the private sectors.

**Policy 1.2.~~6~~5**: Continue to address through the Future Transportation Map - 2030 and periodic review, these factors:

- Current and projected deficiencies of arterial roads under other jurisdictions; and
- Existing deficiencies of City collector streets.

**Policy 1.2.~~7~~6**: Utilize appropriate access management alternative techniques to control arterial road access~~,~~ and reduce congestion~~, and preserve LOS~~. These techniques include but are not limited to the following:

- Limit access to roads by controlling the number and location of site access driveways;
- Cross access easements to adjacent properties where feasible; and
- Use of frontage or back-lot parallel access roads where feasible.

**Policy 1.2.~~8~~7**: Design major roadways as complete streets~~transportation corridors~~ to enable safe, attractive, and comfortable access and travel for all users, to the extent appropriate,~~;~~ i~~I~~ncorporate~~ing~~ bicycle ~~lanes,~~ and pedestrian facilities~~,~~ and transit features to achieve a true multimodal system while~~with the intent of~~ reducing greenhouse gas emissions. As funding becomes available, retrofit existing corridors to accommodate multimodal options.

**Policy 1.2.~~9~~8**: ~~Maintain LOS and projected traffic circulation system demand through the year 2030 by undertaking the projects in this element and future transportation studies conducted for the City., as well as by encouraging~~ Encourage the State, County, and METROPLAN ORLANDO to implement projects ~~citywide on the state/county highway system~~ that support the City's mobility~~transportation~~ objectives.

**Policy 1.2.~~10~~9**:: Cooperate and extensively coordinate with the State, the County and the METROPLAN ORLANDO to ensure that their improvements are implemented by the dates indicated, and as the need develops. Monitor proposed developments within the City to determine if roadway infrastructure will be adequate to service projected demand, and development approvals will be dependent upon these criteria.

**Policy 1.2.~~11~~10**: Create intersections of the new City collector roads with arterials where they will coordinate with the functioning of arterials.

**Policy 1.2.~~12~~11**: Design and engineer the collector road system to minimize traffic impact on arterial roads.

**Policy 1.2.~~13~~12**: Limit individual residential driveway cuts to local roads or alleys. Prohibit new residential driveway cuts onto arterial or collector roadways, unless no other access is available. Prohibit existing lots that have access to local roads from creating new driveway cuts onto arterial and collector roads. However, existing driveway cuts previously permitted on arterial or collector roadways may be redesigned and relocated upon issue of a permit by the City.

**Policy 1.2.~~14~~13**: Coordinate with FDOT to appropriately re-classify S.R. 434 within the Winter Springs Town Center Corridor as a Class II or Class III arterial based on the increased density of traffic signals along S.R. 434. (Cross Reference: See Multimodal Transportation Element, Policy 1.1.8)

**Policy 1.2.~~15~~14**: Support the widening of S.R. 434 to 4-lanes from S.R. 417 to S.R. 426 in the City of Oviedo. Request that adequate right-of-way is purchased to accommodate bike lanes and sidewalks. (Cross Reference: See Intergovernmental Coordination Element, Policy 1.3.1)

**Objective 1.3: *Roadway Connectivity*.** The City shall, through configuration of the City-wide collector road system, create the interaction and cohesiveness that have been lacking among the residential neighborhoods of Winter Springs, but do so in a manner that does not diminish the quality of life within each neighborhood.

**Policy 1.3.1**: Utilize design cross-sections for collector and local roads that accommodate narrower rights-of-way and roadway widths within developments that meet the definition of traditional neighborhood development.

**Policy 1.3.2**: Require that roadways be dedicated to the public when there is a compelling public interest for the roadways to connect with existing public roadways.

**Policy 1.3.3**: Require new development and substantial redevelopment to connect to existing adjacent roadways, bicycle facilities, and sidewalks. In addition, require "stub-out" of transportation systems to adjacent, future development sites, except when such connections would be inappropriate as determined by the City Commission.

**Policy 1.3.4**: Utilize access management standards to ensure appropriate access to the City's transportation system. Standards may include the requirement of joint-use driveways and/or cross access easements to access sites.

**Policy 1.3.5**: Preserve the movement function of the major thoroughfare system by requiring development of parallel roads or cross access easements to connect developments as they are permitted along major roads.

**Policy 1.3.6**: Review through the development review process, all proposed development for consistency with future transportation projects listed in this element, and for the implementation of the planned bicycle and trail system.

**Policy 1.3.7**: When designing extensions of existing collector roads to their logical arterial connection, choose road designs that naturally slow traffic, so that improved circulation and opportunities for a reduction in vehicle miles traveled is not at the expense of peaceful habitation.

**Policy 1.3.8**: Prohibit the creation of landlocked parcels. Nonresidential parcels shall be required to have right-of-way frontage or an adequate access easement (such as in out-parcels in shopping centers).

**Policy 1.3.9**: Require new development and redevelopment to provide adequate emergency access on-site and as necessary to adjacent properties.

**Objective 1.4: *Rights-of-way*.** The City shall coordinate with the County and the State to protect existing rights-of-way, and to prioritize and acquire future rights-of-way needed for imminent roadway, transit, bikeway and pedestrian improvements, realignments and /or modifications in accordance with the Future Transportation Map - 2030.

**Policy 1.4.1**: Update the Future Transportation Map - 2030 when appropriate to ensure the protection of future rights-of-way.

**Policy 1.4.2**: Do not vacate rights-of-way that are needed to maintain an efficient and adequate transportation system.

**Policy 1.4.3**: Require the provision of adequate setbacks and dedications necessary to implement the Future Transportation Map - 2030.

**Policy 1.4.4**: Continue requiring the dedication of needed rights-of-way from new development where applicable.

**Policy 1.4.5**: Amend setback requirements, zoning restrictions and right-of-way protection requirements, if necessary, to make the City's land development regulations consistent with all elements of the Comprehensive Plan.

**Policy 1.4.6**: Require adequate right-of-way protection for intersections, interchanges and future park-and-ride sites in order to retain flexibility for future growth and expansion.

**Policy 1.4.7**: Require development in the Town Center to provide the necessary right-of-way dedications for the proposed public street network.

**Policy 1.4.8**: ~~Maintain minimum right-of-way requirements for new roadways.~~Ensure that right-of-way acquisition includes the necessary width to accommodate nonmotorized facilities such as sidewalks, multi-use paths, and bicycle lanes.

**Policy 1.4.9**: Pursue grant opportunities for median landscaping and road beautification.

**Policy 1.4.10**: Require the dedication of all needed rights-of-way and necessary roadway improvements for all new development, and adopt provisions to protect dedication of roads to the City.

**Policy 1.4.11**: Acquire rights-of-way for future transportation needs as funds become available.

**Policy 1.4.12**: Designate U.S. Highway 17-92 as a mass transit corridor.

**Objective 1.5: *Multimodal System.*** The City shall promote alternative modes of transportation to provide a safe and efficient multimodal system.

**Policy 1.5.1**: Strive to implement a livable transportation system within the City that includes multiple travel choices and the ability to move from one mode of travel to another with ease.~~Support safe and convenient on-site motorized and nonmotorized traffic flow, adequate pedestrian facilities and connections, and sufficient parking for both motorized and nonmotorized vehicles.~~

**Policy 1.5.2**: Develop standards for access to public transit. Such standards shall apply to new development, substantial improvements of existing development, and to road improvements.

**Policy 1.5.3**: Require both new development and substantial redevelopment to provide adequate safe pedestrian facilities on-site, to adjacent sites as practical, and in adjacent right-of-way. Such facilities shall include a direct link between the public sidewalk network and building entrance, lighted sidewalks along both sides of all internal roadways and, as appropriate, on the development side of adjacent roadways. Additionally, mitigation or elimination of existing pedestrian hazards (e.g. upgrading an intersection) may be required, as needed and dependent upon the magnitude of the development or redevelopment project. (Cross Reference: See Capital Improvements Element, Policy 1.4.5)

**Policy 1.5.4**: Require both new development and substantial redevelopment to provide adequate safe bicycle facilities on-site, to adjacent sites as practical, and in adjacent right-of-way. Such facilities shall include the provision of bicycle parking, as appropriate. Additionally, mitigation or elimination of existing bicycle hazards (e.g. installing bicycle detectors at signalized intersections) may be required, as needed and dependent upon the magnitude of the development or redevelopment project. (Cross Reference: See Capital Improvements Element, Policy 1.4.5)

**Policy 1.5.5**: Promote context-sensitive parking design to encourage walking, bicycling, ridesharing, and transit use. Shared parking is encouraged where feasible.

**Policy 1.5.6**: Require new development ~~and redevelopment to provide adequate on-site handicap accessible facilities, bicycle and pedestrian facilities, and, as appropriate, transit facilities to promote safe and efficient intermodal movement options~~to maximize the use of existing transportation facilities by implementing transportation demand management (TDM) programs as a means to address mobility and transportation impacts for employee-intensive developments projected to have more than 50 employees. Developments projected to have less than 50 employees will be encouraged to implement TDM programs. In addition, the City will coordinate with LYNX to disseminate information regarding the commuter services and benefits to the City residents and local businesses.

**Policy 1.5.7**: Require new development and redevelopment to provide safe, well lit, and efficient on-site motorized and nonmotorized traffic movements, sufficient parking, pedestrian facilities, and, as applicable, connections to adjacent sites and rights-of-way. Encourage increased land use densities and mixed uses, consistent with the Future Land Use Element to enhance the feasibility of transit and promote alternative transportation modes.

**Policy 1.5.8**: Require that new development be compatible with and further the achievement of the Multimodal Transportation Element. Requirements for compatibility may include, but are not limited to providing clearly delineated routes through parking lots to safely accommodate pedestrian and bicycle circulation.

**Policy 1.5.9**: Include landscaping and streetscaping (including lighting) as roadway design components, where appropriate, in order to enhance the function of the road for all users.

**Policy 1.5.10**: Prepare, adopt and implement a pedestrian circulation plan. Priority will be given to those walkways for which heavy recreational usage is projected, as well as those along roadways between residential areas and schools, which can be implemented concurrently with other roadway improvements

**Policy 1.5.11**: Require an effective and safe pedestrian circulation system as a part of any new public or private roadway design and construction. Such a system shall be given major consideration in any substantial road improvement project.

**Policy 1.5.12**: Require that interconnected, unencumbered sidewalks be constructed concurrently with new development, by the developer. Sidewalks connecting to nearby schools, parks, bus stops, or other activity areas which function as pedestrian generators are to be provided to the extent required by the City's land development code. (Cross Reference: See Capital Improvements Element, Policy 1.4.5)

**Policy 1.5.13**: Implement bicycle lanes on both sides of arterial and collector streets where feasible, except in the Town Center where travel lanes are also utilized as bicycle lanes. Coordinate with METROPLAN ORLANDO, the County and the State to expand the current bicycle lane system. Implement sidewalks on both sides of all arterial and collector streets.

**Policy 1.5.14**: Make intersections pedestrian-friendly whenever possible, by limiting the crossing width to the shortest possible distance given the characteristics of the roadway; use of adequate lighting; adequate timing for traffic signals; and the provision of facilities for the handicapped. Coordinate with FDOT and the County to implement this policy.

**Policy 1.5.15**: Continue to work with Seminole County and other organizations involved in the acquisition and development of trail systems within Seminole County to complete the missing link at Layer Elementary School at S.R. 419 and to add connecting linkages between established neighborhoods (such as the Highlands) and the Cross Seminole Trail.~~jurisdictions to convert the former railroad right-of-way into a corridor for alternative modes of travel within the City-walking trails, bicycle paths, equestrian and recreation.~~

**Policy 1.5.16**: Facilitate the integration of BRT or similar transit circulator service into Zone B, by requiring the inclusion of supportive infrastructure, facilities and amenities into the Greeneway Interchange District planning process. (Cross Reference: See Future Land Use Element, Policy 3.1.4) ~~Adopt a Greeneway Interchange District (GID) master circulation plan prior to the issuance of any development approval in the portion of the GID west of S.R. 417.~~

**Policy 1.5.17**: Encourage the implementation of the S.R. 434 Crosstown bus route and linkage to the planned Central Florida Commuter Rail (SunRail). (Cross Reference: See Future Land Use Element, Policy 1.4.6 and Multimodal Transportation Element, Policy 1.6.7)

**Policy 1.5.18**: Establish a ~~Trails~~Bicycle and Pedestrian Advisory Committee made up of residents who will work together to pursue the planning and implementation of an interconnected trail, pedestrian and bicycle circulation system, encourage increased use of nonmotorized transporation in the City and make appropriate recommendations to the City Commission.

**Policy 1.5.19**: Consider the feasibility of a route along S.R. 434 connecting the Town Center and the Greeneway Interchange District, with the proposed facility to be limited to transit, bicycle, and/or pedestrian access. Environmental feasibility and traffic circulation would be the primary effort of the initial consideration. If permitting issues are not found to be insurmountable, a study may be performed to address issues such as potential routes and potential funding sources for capital and operating costs, and additional factors for a transit component such as operating agency, headways, hours of operation, projected ridership, and pricing.

**Objective 1.6: *Public Transit.*** The City shall adopt policies to encourage the implementation and usage of public transit facilities, including LYNX and the planned Central Florida Commuter Rail (SunRail). Public transit provides many benefits, including improved mobility, safety, security, and environmental quality. Public transit also enhances economic opportunity by expanding the labor pool, improving job accessibility, and reducing traffic congestion. The environmental benefits of public transit include items such as improved air quality, reduced greenhouse gas emissions, and reduced stormwater runoff from paved surfaces.

**Policy 1.6.1**: Encourage land uses and site development that promotes public transit within designated public transportation corridors, with priority given to those projects that will bring the greatest increase in transit ridership and reduction to greenhouse gas emissions, traffic congestion and air pollution.

**Policy 1.6.2**: Require residential development with greater than 200 units or commercial developments generating over 1500 average daily trips ~~over 50,000 square feet~~ to incorporate a transit shelter, benches, and bicycle parking into their site plan, if located along a transit route, or if not located along a transit route, to construct a transit shelter or equivalent multimodal facility at a location to be determined by the City. Transit ridership to and from such developments along a transit route shall be encouraged and further improved by including elements, such as:

- Clearly delineated, well lit walkways from the building to the transit stop; and
- Commercial buildings placed closer to the street with access and windows directed to the street. (Cross Reference: See Future Land Use Element, Policy 5.2.4)

**Policy 1.6.3**: Work to ensure that all roads serviced by public transit routes function at a LOS sufficient to support the bus service.

**Policy 1.6.4**: Notify LYNX of any proposed traffic generators/attractors submitted to the City for review.

**Policy 1.6.5**: Work with LYNX to improve existing bus stops, and to design new ones to include benches, bicycle parking, signage, lights, and protection from the elements. Bus stops shall also be accessible for the handicapped and elderly passengers.

**Policy 1.6.6**: Coordinate with LYNX to accommodate riders with special needs.

**Policy 1.6.7**: Inventory sidewalks within one-quarter to one-half mile of the new LYNX Crosstown bus route to identify missing links in the pedestrian system. Implement new sidewalks where sidewalks do not exist or where sidewalks are in disrepair and are hazardous, as funding becomes available to provide access to transit and promote ridership. (Cross Reference: See Future Land Use Element, Policy 1.4.6 and Multimodal Transportation Element, Policy 1.5.17)

**Objective 1.7: *Land Use Coordination.*** Throughout the planning period, the City shall coordinate the transportation system needs with land use designations, and ensure that existing and proposed population densities, housing and employment patterns, and land uses are consistent with the transportation modes and services proposed for these areas.

**Policy 1.7.1**: Establish standards that promote the location of affordable housing in proximity to employment opportunities and transit services.

**Policy 1.7.2**: Work with the Department of Environmental Protection and the Department of Transportation and other trail-related advocacy and support agencies for assistance in developing a local trail network with connectivity to the regional trail system.

**Policy 1.7.3**: Encourage land uses that generate high traffic counts to locate adjacent to arterial roads and mass transit corridors.

**Policy 1.7.4**: Update the traffic study portion of this Multimodal Transportation Element periodically to reflect the most current population projections.

**Policy 1.7.5**: ~~Develop standards to e~~Ensure that development in the Town Center consists of pedestrian-sized blocks with preferred block lengths of 300-500 feet. Travel distance is influenced by street connectivity, which has a big impact on whether a person will choose to walk. (Cross Reference: See Future Land Use Element, Policy 2.2.1)

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**Objective 1.9: *Intergovernmental Coordination.*** Traffic circulation planning will be coordinated with METROPLAN ORLANDO, FDOT, Seminole County, neighboring jurisdictions and other transportation related agencies.

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**Policy 1.9.4**: Promote a comprehensive transportation planning process that coordinates state, regional, and local transportation plans.

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**Policy 1.9.10**: Coordinate with the FDOT and the City of Oviedo to establish a long term concurrency management system to address potential roadway deficiencies along S.R. 434 (east of S.R. 417), and prioritize roadway improvements for this corridor within a time frame of up to ten years. The long term concurrency management system will be coordinated with the Capital Improvements Element and will include periodic monitoring of LOS conditions and funding status.

* * * * *

**Objective 1.10: *Transportation Management Systems.*** The City shall evaluate the need and feasibility of implementing transportation management systems.

**Policy 1.10.1**: Consider adopting and/or promoting Transportation System Management (TSM) or Transportation Demand Management (TDM) strategies to enhance traffic capacity, movement and safety, if needed. Consider additional TSM/TDM strategies, such as staggered work hours, transit, trail, ridesharing/carpooling incentives, guaranteed ride home and other TSM/TDM measures.

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**Objective 1.11: *Concurrency Management System.*** The City shall maintain a Concurrency Management System to ensure that transportation facilities and services needed to support development and redevelopment are available concurrent with the impacts of such development.

~~**Policy 1.11.6:**~~**Policy 1.11.1**: *Transportation Concurrency Exception Area (TCEA).* Consider the City in its entirety as being effectively established as a TCEA on July 8, 2009 by Senate Bill 360. This designation provides an exemption to transportation level of service requirements in an effort to support urban infill, development, redevelopment and the achievement of the City's redevelopment goals by addressing mobility, urban design, land use mix, and network connections. Transportation concurrency requirements are modified within the citywide TCEA

to include integration and coordination among the various modes of transportation. Q/LOS shall be used for monitoring purposes, in order to identify where multi-modal improvements are needed, and not for development approvals based on capacity. (Cross Reference: See Future Land Use Element, Goal 6 et seq.) ~~Consider conducting a study to determine the feasibility of implementing a Transportation Concurrency Exception Area (TCEA), Multimodal Transportation District (MMTD), or similar concurrency management alternative(s) for the Town Center, Greeneway Interchange District, and the developable land between the two areas, to encourage urban infill development. Such a study, following coordination with FDOT regarding the methodology, may include:~~

- ~~Establishing whether concurrency management alternatives are appropriate to help achieve the goals and objectives of the Comprehensive Plan;~~
- ~~Investigating the implementation of similar systems in jurisdictions with similar characteristics and issues;~~
- ~~Establishing guidelines for granting exceptions to transportation concurrency for urban infill development, urban redevelopment, downtown revitalization, or similar purpose allowed by Florida Statutes;~~
- ~~Evaluating possible mobility strategies that promote the purposes for which an exception may be proposed; and~~
- ~~Determining specific steps that would need to be undertaken by the City.~~

**Policy 1.11.2:** *TCEA Zones.* Implement the Winter Springs' TCEA as five (5) distinct Zones, designated as A, B, C, D & E, based on geographic location in relation to the City's existing transportation network, land use, transit readiness, and future mobility needs.

ZONE A

Zone A is identified as the Central Mobility Hub and is generally located at the heart of the City at the intersection of State Road 434 and Tuskawilla Rd. and coincides generally with the Town Center/Urban Central Business District, which is roughly bounded by Tuscawilla Office Park to the south, Central Winds Park to the west, by Lake Jesup to the north, and by the Cross Seminole Trail pedestrian bridge to the East as shown on the TCEA Zone Map. Zone A includes major public facilities such as City Hall, Winter Springs High School, U.S. Post Office, Veteran's Memorial, Magnolia Park, and Central Winds Park. Zone A has an interconnected network of streets which connect into State Road 434 and Tuskawilla Rd, and it is also directly accessed by the Cross-Seminole Trail and by a LYNX fixed route (SR 434 Crosstown route). A future local circulator or BRT route is planned to connect Zone A and B. The goals of Zone A are fully described in the Future Land Use Element under Goal 2 (Town Center) and Goal 5 (Urban Central Business District) and the associated objectives and policies of each. This area supports a density of 36 dua (the highest in the City), and vertical integration of uses, along with integration of multi-modal transportation options. Zone A contains both built-up properties and

vacant land suitable for new development. Public facilities and services are available, such as sanitary sewer, potable water, roads, and recreation areas.

ZONE B

*Zone B* is identified as the Seminole Way Hub and coincides generally with the Greeneway Interchange District roughly bounded by Zone C (Corridor Zone) to the south, Zone A (Central Mobility Hub) to the west, Lake St. to the north, and just beyond SR 417 to the East as shown on the TCEA Zone Map and also includes the Oviedo Market Place area.

The area is centered around the Seminole Way Interchange at SR 434 and also includes the Oviedo MarketPlace area located in the vicinity of the SeminoleWAY interchange at Red Bug Lake Rd.

The Zone is distinguished by its proximity to SR 417 (a Strategic Intermodal System or SIS), also known as Seminole Way and is expected to be heavily served by transit. A future local circulator or BRT route is planned to connect Zone B and A. The area contains primarily vacant land.

The goals of Zone B are fully described in the Future Land Use Element under Goal 3 (Greeneway Interchange District) and Goal 4 (Mixed Use) and the associated objectives and policies of each. The Zone is highly market-driven, oriented to certain target industries for the purpose of creating primarily an employment-oriented mixed use development. This area supports high intensity, and vertical integration of uses, along with integration of multi-modal transportation options.

Both Zone A & Zone B contain important job-generating economic features with a need for a supportive future land use pattern and mobility facilities in proximity to those economic assests.

ZONE C

Zone C is identified as the Corridor Zone. The corridor includes properties within ½ mile (2640 feet) of the centerline of State Road 434, extending from the western City boundary to the eastern City boundary, exclusive of those parcels included within Zone A or B and properties within ½ mile (2640 feet) of the centerline of U.S. 17-92, extending from the northern most City boundary to the southernmost City boundary. Zone C contains both built-up properties, properties suitable for redevelopment and some vacant parcels. Public facilities and services are available, such as sanitary sewer, potable water, roads, and recreation areas. In 2009, a LYNX route began servicing the City and now provides direct access to the University of Central Florida. Ridership has exceeded expectations. This route is at the heart of the City's mobility strategies, as it is the "mobility artery" that pedestrian and bicycle feeders will link into and whichwill in turn will provide the City with connectivity to SunRail. However, older areas of Zone C have no sidewalks. The provision of sidewalks within a 1/4 mile of the LYNX fixed route has been identified as one of the major components of the City's pedestrian Q/LOS.

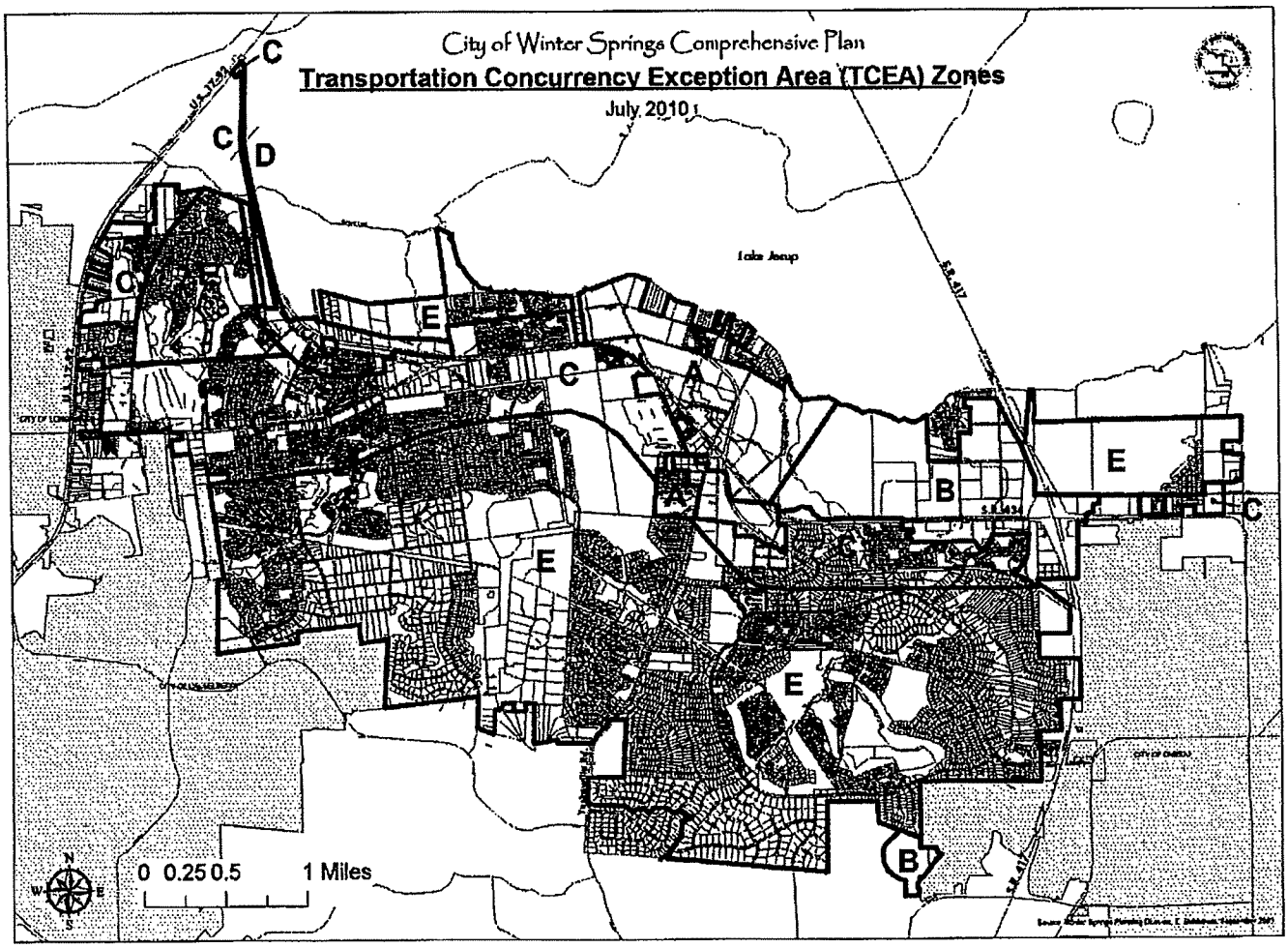
ZONE D

Zone D is identified as the State Road 419 Corridor. The corridor includes properties within 600 feet of the centerline of U.S. 17-92, extending from the northern most City boundary, exclusive of those parcels included within Zone C. Zone D contains both primarily built-up properties and parcels suitable for redevelopment. Public facilities and services are available, such as sanitary sewer, potable water, roads, and recreation areas. Much of this area has an

industrial component. The Cross Seminole Trail extends through a portion of Zone D. Industrial businesses within this area might be receptive to TDM.

ZONE E

Zone E is identified as the Suburban Development District and includes the remaining area of the City, not previously included within any other zone. The area is mostly built-out and primarily includes established single family neighborhoods. The area is not expected to undergo any redevelopment or transition to higher density within the foreseeable future. The provision of a bicycle network spaced at intervals of 1-1/2 miles apart east-west and north-south across the City will have the greatest impact on Zone E, particularly if an east-west multiuse path or trail "midtown" can be established within the FP&L easement. This easement runs mostly parallel to SR 434 and approximately 1-1/2 miles to the south of it. Additionally, a trail connector should be established at the north western part of the City and Southeastern part of the City which together with the "midtown' trail could provide regional connectivity citywide.



**Policy 1.11.3a:** *On-site Mobility Strategies for All Development.* The City shall require development to implement mobility strategies to mitigate the respective transportation impacts and to improve mobility within the City. All new development or redevelopment shall provide onsite or access improvements as indicated below, based upon the Zone in which the project is located, as indicated in the column on the right.

| | TCEA Zones & Appropriate On-site Mobility Strategies for All Development | Zone A Central Mobility Hub | Zone B Seminole Way Hub | Zone C Corridor Zone | Zone D SR 419 Corridor | Zone E Suburban Devlpmt District |
|---|---|---|---|---|---|---|
| 1 | Developer shall build public sidewalks in accordance with City standards along developed property frontage and convey the land or provide easements for these sidewalks. Connect development to existing or planned sidewalks within 1/8 of a mile; | X | X | X | X | X |
| 2 | Provide easement and build cross-access connections between adjacent properties along arterials and utilize shared driveways, except when infeasible; | X | X | X | X | - |
| 3 | Closing of existing, excessive, duplicative, or unsafe curb cuts or narrowing of overly wide curb cuts at the development site; | - | - | X | - | X |
| 4 | Deeding of land or conveyance of required easements within the property, as needed, for the addition or extension of a non-motorized multi-use trail, in accordance with the City's adopted Master Plan; | - | X | | - | - |
| 5 | Safe and convenient on-site pedestrian circulation such as sidewalks and ADA crosswalks connecting buildings and parking area at the development site; | X | X | X | X | X |
| 6 | Streetscaping/landscaping on the development frontage side of public rights-of-way adjacent to the property and within the project site; | X | X | X | X | X |
| 7 | Sidewalk lighting on the development frontage side of public rights-of-way adjacent to the property and within the project site; | X | X | X | X | X |
| 8 | Deeding of land or conveyance of required easements within the property, as needed, for future bus rapid transit or other local circulator, in accordance with the City's adopted Master Plan; | X | X | - | - | - |
| 9 | Compact mix of uses which are pedestrian friendly and are accessible without the use of the automobile ; | X | X | X | - | - |
| 10 | Roadways, bikeways, and pedestrian systems shall encourage travel between neighborhoods and access to transit without requiring the use of arterial roadways; | X | X | X | X | X |
| 11 | Deeding of land or conveyance of required easements along the developed property frontage to the City, as required, and the construction of on-street parking. Not required if it would render the property unusable for development; | X | - | - | - | - |
| 12 | Through streets in new development areas spaced no more than 1/2 mile apart; | X | X | X | | |
| 13 | Provision of bus shelter and associated amenities provided for developments with greater than 200 residential units or commercial developments projected to generate more than 1500 ADT. | X | X | X | X | X |

**Policy 1.11.3b**: *Net, New Average Daily Trip Generation Mitigation Requirements.* In addition to those items specified in Policy 1.11.3a, ensure continued mobility within the City, by requiring proposed development or redevelopment to also provide mobility mitigation credits (for all project phases), based upon the net, new average daily trip generation projected by the project:

| Criteria Level | Net New Average Daily Trip Generation | Required Number of Mitigation Credits |
|---|---|---|
| Level 0 | Less than 300 | No requirement |
| Level 1 | 300 to 999 | 1 Mobility Credit |
| Level 2 | 1,000 to 1,999 | 2 Mobility Credits |
| Level 3 | 2,000 to 2,999 | 3 Mobility Credits |
| Level 4 | 3,000 to 4,999 | 8 Mobility Credits |
| Level 5 | Over 5,000 | 12 Mobility Credits |

The developer may sign a development agreement or contract with the City for the provision of the required standards. The mitigation projects listed below and proposed by the developer to satisfy the required mitigation credits shall be subject to final approval by the City. The City may authorize mitigation projects to satisfy the requirements for transportation facilities that are not directly impacted by the proposed development but are deemed priorities of the City's transportation system and which contribute to the City's overall mobility strategy.

In recognition that the mitigation project costs will vary substantially, the City shall adopt a methodology into the land development code that establishes a proportionate and equitable relationship between the cost of the mitigation projects and the number of credits required for mitigation.

**Policy 1.11.3c:** *Mobility Mitigation Project Opportunities.*

| | AADT Mitigation Opportunities | Zone A Central Mobility Hub | Zone B Seminole Way Hub | Zone C Corridor Zone | Zone D SR 419 Corridor | Zone E Suburban Devlpmt District |
|---|---|---|---|---|---|---|
| 14 | Public sidewalks in priority areas as identified by the City, where no sidewalks exist, particularly within 1/2 mile of attractors including fixed transit lines or Widening of existing public sidewalks in priority areas to increase pedestrian mobility and safety; | X | X | X | X | X |
| 15 | Additional bicycle facilities over the minimum required by the land development code. Additional bicycle parking may be used to substitute for required motorized vehicle parking if lockers/showers provided; | X | X | X | X | X |
| 16 | Deeding of land or conveyance of required easements, for new multi-use path/trail or added connector to existing Cross-Seminole Trail; | - | X | - | - | X |
| 17 | Deeding of land or conveyance of required easements for the addition of bicycle lanes; | - | - | X | - | X |
| 18 | Land acquisition for expansion or better connectivity of the trail system; | - | - | - | - | X |
| 19 | Deeding of land or conveyance of required easements for dedicated Bus Rapid Transit or Local Circulator corridor; | X | X | - | - | - |
| 20 | Construction of Seminole Way Intermodal Transit Facility in coordination with LYNX and the Expressway Authority; | - | X | - | - | - |
| 21 | Deeding of land or land acquisition for the use of a park and ride lot in priority areas as identified by the City; | - | X | X | - | - |
| 22 | Construction of park and ride facility with a minimum of 100 spaces including transfer station and restrooms/info center; | - | X | X | - | - |
| 23 | Payments for the capital and operating costs associated with a Bus Rapid Transit or similar transit circulator service for Winter Springs or increased service frequency for existing fixed route; | X | X | X | X | X |
| 24 | Funding of roadway capacity or safety projects in priority areas; | X | X | X | X | X |
| 25 | Intersection and/or signalized modifications... | - | - | X | X | - |
| 26 | Funding of additional streetscaping/landscaping in priority areas, on public rights-of-way or medians, as identified by the City; | - | - | X | X | X |
| 27 | Funding of pPedestrian scale lighting in previously developed, priority areas identified by the City; | - | - | X | X | X |
| 28 | Business operations with limited or no peak hour roadway impact; | X | X | X | X | X |

| | AADT Mitigation Opportunities | Zone A Central Mobility Hub | Zone B Seminole Way Hub | Zone C Corridor Zone | Zone D SR 419 Corridor | Zone E Suburban Resident District |
|---|---|---|---|---|---|---|
| 29 | Funding of design or construction studies/plans for projects such as planned roundabouts, road connections, sidewalk systems, and/or bike trails; | X | X | X | X | X |
| 30 | Provision of matching funds for transit or other transportation mobility related grants; | X | X | X | X | X |
| 31 | Bike facilities (such as lockers and showers) at trail entry points or connecting transit lines; | X | X | X | X | X |
| 32 | Trail amenities or safety systems; | - | - | - | - | X |
| 33 | Transportation Demand Management program participation for 50+ employees (such as bus pass program or ride sharing/van pooling program); | X | X | X | X | - |
| 34 | Innovative transportation-related modification or standard acceptable and approved by the City; | X | X | X | X | X |
| 35 | Deeding of land or conveyance of required easements along the property frontage to the City, as needed, for the construction of bus turn-out facilities and/or bus shelters. A transit facility license agreement (executed by the property owner and the City) for the placement of a bus shelter and related facilities on private property may be used in lieu of deeding or conveyance of easements, if agreeable to the City. The license term shall be for a minimum of ten years; | X | X | X | X | X |
| 36 | Develop project at or near maximum densities/intensities with inclusion of transit supportive building and site design; | X | X | X | - | - |

~~**Policy 1.11.1:**~~**Policy 1.11.4:** Revise the land development code related to concurrency administration and proportionate fair share contributions to include funding of mobility strategies within the TCEA in concert with the long term strategies for achieving and funding mobility adopted by Seminole County. ~~Continue requiring that adequate transportation facilities to maintain the City's LOS standards be available to meet the traffic demands of all new development prior to the issuance of a final development order, in accordance with the Concurrency Management Provisions set forth in the Capital Improvements Element of this Plan.~~

~~**Policy 1.11.2:**~~**Policy 1.11.5:** Require that all ~~new~~ developments anticipated to generate 300 or more annual average daily trips (AADT) be required to submit a Transportation Impact Analysis~~Study~~. (Cross Reference: See Multimodal Transportation Element, Policy 1.1.46)

~~**Policy 1.11.3:**~~**Policy 1.11.6:** Require new development, regardless of size, to provide operational improvements to the City' transportation system to mitigate their impacts on the system, to ensure smooth traffic flow, and to aid in the elimination of hazards. Improvements may include, but are not limited to: providing added connectivity, the addition of turn lanes, deceleration lanes, signage, signals and pavement markings, and contributions to the City's multimodal system.

~~Policy 1.11.4:~~**Policy 1.11.7:** Require that transportation facilities needed to serve new development are in place, or under actual construction, within 3 years after the approval of a building permit, or its functional equivalent that results in traffic generation. The only exceptions to this policy are those described in Subsection 163.3180, F.S.

~~Policy 1.11.5:~~**Policy 1.11.8:** Maintain records to determine whether any 110% de minimis transportation impact threshold is reached, pursuant to Subsection 163.3180(6), F.S. A summary of these records shall be submitted with the annual Capital Improvements Element update.

**Policy 1.11.9:** *Mobility Monitoring.* Monitor development activity and implementation of mobility strategies. =The monitoring will include analysis and/or information for the following:

(a) The amount of development/redevelopment as a function of density, FAR, and percentage of mixed use. Other site planning performance criteria may be used as part of the evaluation such as building placement, parking location and number of spaces, connection to adjacent properties, proximity to transit stops/shelters, connection to adjacent sidewalk network, and provision of pedestrian, bicycle, and transit amenities.

(b) The implementation of mobility strategies, programs, and policies as detailed below:

| Mobility Strategy | Performance Measure* | Target* |
|---|---|---|
| Transportation Demand Management | Persons participating in ridesharing or vanpooling programs | 3% annual increase of participants |
| | Number of businesses/employers offering flexible work schedules | 5% annual increase of participants |
| | Number of improved and/or new bus shelters on LYNX routes | 1 improved and/or new shelter each year |
| Transportation System Management | Number of intersections and/or signal improvements | 1 per project generating greater than 5,000 net new daily trips |
| | Optimize signal synchronization | Annually coordinated with Seminole County |
| | Number of joint driveways and/or cross accesses or combined driveways | 1 per redevelopment / development project |
| Pedestrian (Sidewalk) Enhancements | Amount of sidewalks added and/or expanded to the network | 500 linear feet of sidewalk per year |
| | Linear feet of streetscaping/landscaping which enhances the pedestrain environment | 500 linear feet per year |
| Bicycle Facilities Enhancement | Number of bicycle racks/lockers | 1 bicycle rack/locker for every 20 vehicle parking spaces provided within the Town Center and GID |
| | Linear feet of bicycle lanes and related facilities | Bicycle lanes and related facilities including bicycle provisions at inersections as part of programmed street resurfacing and/or rehabilitation (where feasible) |

* Performance measures and targets may be subject to further consideration (i.e. if these performance measures and targets cannot be supported by reasonable available data or additional measures are identified that may also be appropriate). The facilities and infrastructure for several of the targets are contingent upon development/redevelopment activity and associated developer contributions.

(c) The effects of the mobility strategies, programs, and policies in accomplishing the objective of improved mobility for the multimodal transportation system with the City shall be monitored by the following performance measures, including, but not limited to:

| Performance Measure* | Target* |
|---|---|
| Change in ridership, including boardings/alightings for LYNX routes | 1% annual increase |
| Change in headways for LYNX routes | 10-minute headway decrease every 5 years |
| Pick up Line Transit (change inridership will be reported in subsequent years after the implementation of the service) | Achieve 1st year ridership projections with a 3% annual increase |
| Proposed trip generation fromredevelopment/new developments (based on mobility CMS application and TIAs) versus actual traffic counts on adjacent roadways | Achieve a 5% reduction in actual traffic counts versus trip generation projections |
| Change in daily and peak hour traffic volumes on SR 434 and SR 417 | Achieve less than 1% annual increase |
| Change in traffic counts and que length at the ramps SR 417 | Achieve less than 1% annual increase in traffic counts and queue lengths |

* Performance measures and the associated targets will be coordinated with the respective agencies such as LYNX and FDOT. The facilities and infrastructure for several of the targets are contingent upon development/redevelopment activity and associated developer contributions.

* Performance measures and targets may also be subject to further consideration (i.e. if these performance measures and targets cannot be supported by reasonable available data or additional measures are identified that may also be appropriate).

(d) The City, with consultation of FDOT, will present the evaluation and information for the implemented mobility strategies and the effects on multimodal mobility, as referenced above, and the extent to which the strategy has affected mobility within the City.

(e) In addition, the City will evaluate the strategies to determine whether modifications to the strategies are necessary. This evaluation will be conducted every seven years and the results will be included in the Evaluation and Appraisal Report along with any recommendations to refine the mobility strategies through the EAR-based amendments.

**Policy 1.11.10:** *Detail Traffic Analysis.* A detailed traffic analysis will be conducted every seven years in conjunction with the TCEA Monitoring Report as part of the City's EAR to provide information to the City and FDOT to evaluate the effectiveness of the City's mobility strategies.

**Objective 1.12: *Transportation Funding.*** Transportation improvements and services will be funded from a mix of local, regional, and State agency road, pedestrian, bicycle, and transit programs by coordinating with these various agencies.

**Policy 1.12.1:** *FDOT Work Program and MPO Five-Year Transportation Improvement Plan (TIP).* Seek funds from the Metropolitan Planning Organization (METROPLAN ORLANDO) or any similar agency to finance improvements to deficient roadways by programming eligible projects within the FDOT Work Program and MPO Five-Year TIP.

**Policy 1.12.2:** *Seminole County Coordination.* Continue to jointly fund projects with Seminole County and where appropriate, consider advance funding or projects.

**Policy 1.12.3**: *MPO Coordination.* Continue to participate in METROPLAN ORLANDO and its Transportation Technical Committee, Bicycle & Pedestrian Advisory Committee, and the Citizens Advisory Committee in order to include City-related improvements in the Metropolitan Orlando Urban Area Transportation Plan.

**Policy 1.12.4**: *LYNX Coordination. The City will continue to coordinate withLYNX regarding bus, bus rapid transit, and regional transit service to the adjacent cities of Longwood and Casselberry.*

**Objective 1.13: *Financing Strategies.*** User-based financing strategies are the preferred means to fund new transportation (including transit) improvements and programs, and will utilize new funding mechanisms, as they become available.

**Policy 1.13.1**: *Impact Fees.* Continue to collect transportation impact fees for County and City facilities. The City shall periodically evaluate its impact fee program to determine whether fees appropriately represent improvement costs demanded by the impacts generated from new development.

**Policy 1.13.2**: *Tax Increment Financing.* Use revenue from the tax increment finance district to fund needed multimodal transportation improvements within that district.

**Policy 1.13.3**: *State Funds for Improvements and Services.* The City shall support changes to state legislation that enable local and regional governments to increase the revenue base for transportation improvements and services, including transit and pedestrian programs.

**Policy 1.13.4**: *Federal and State Funds..* Coordinate with federal and state transportation and transit agencies to identify potential federal and state funds that may be eligible for transportation improvements and programs within Winter Springs.

**Policy 1.13.5**: *Evaluate Alternative Funding Sources to Supplement Transit Funds.* Evaluate the feasibility of establishing special assessment districts, impact fees, or other alternative methods to fund ongoing operating, management and capital costs for transit serving Winter Springs. Any special City transit funding source is intended to augment but not supplant funds provided by LYNX, Seminole County, and other governments served by the same sub-regional transit systems.

*Policy 1.13.6*: **Pursue Transportation Grants**: ***Coordinate annually with the Florida Department of Transportation (FDOT), METROPLAN ORLANDO, Seminole County, LYNX, the Federal Highway Administration (FHA) and the Federal Transit Authority (FTA) to identify federal and state transportation grant programs may be eligible to the City as a means to implement and advance improvements or programs proposed in the City's Multi-Modal Transportation Plan.***

# EXHIBIT "C" TO ORDINANCE 2010-18

## *Intergovernmental Coordination Element*

* * *

**Objective 1.2:** ***Land Use and Housing Coordination.*** The City shall coordinate with affected governmental agencies and jurisdictions, including Seminole County, to aid in meeting the Goals, Objectives, and Policies of the Comprehensive Plan regarding land use planning and housing issues.

* * *

**Policy 1.2.3:** Review the actions of other local governments as to the impact of such action on City LOS standards and mobility strategies.

**Policy 1.2.4:** Pursue opportunities to collaborate on the regional Seminole~~WAY~~ Way initiative.

* * *

**Objective 1.3:** ***Transportation Coordination.*** The City shall continue to coordinate its transportation planning and mobility strategies with affected governmental agencies and jurisdictions.~~, including the Seminole County School Board, to aid in meeting the Goals, Objectives, and Policies of the Comprehensive Plan regarding transportation planning.~~

**Policy 1.3.1:** Continue to coordinate with Florida Department of Transportation (FDOT) regarding issues associated with S.R. 434 including:

- A sufficient reduction in speed limit, as well as the potential for arterial reclassification, on S.R. 434 in the Town Center to better reflect the pedestrian-friendly environment being created in the Town Center. (Cross Reference: See Multimodal Transportation Element, Policy 1.1.8 and 1.9.8)
- The potential for implementation of a policy constraint for S.R. 434 between U.S. 17-92 and Vistawilla to ensure that the highway will not be considered for widening. (Cross Reference: See Multimodal Transportation Element, Policy 1.1.8 and 1.9.9)
- Pursue widening of S.R. 434 to 4-lanes east of S.R. 417 within the Greeneway Interchange District. (Cross Reference: See Multimodal Transportation Element, Policy 1.2.15)
- Use of enhancement funding for streetscape and multimodal opportunities where appropriate.

**Policy 1.3.2:** Continue to actively participate in the METROPLAN ORLANDO Transportation Improvement Program (TIP) by submitting major ~~roadway~~ projects for their inclusion in the program on an annual basis.

**Policy 1.3.3:** Remain involved in regional transportation planning through continued participation in the METROPLAN ORLANDO Transportation Technical Committee, and through continued citizen participation on the METROPLAN ORLANDO Citizen Advisory Council.

**Policy 1.3.4:** Coordinate with METROPLAN ORLANDO to implement partnerships for Transportation Regional Incentive Program (TRIP) projects beneficial to the City.

**Policy 1.3.5:** Coordinate with the Department of Environmental Protection (DEP) Office of Greenways and Trails, METROPLAN ORLANDO, FDOT, Seminole County, and other agencies to study and implement options for the coordinated provision of a pedestrian and bicycle trail network.

**Policy 1.3.6:** Continue to coordinate in the ongoing development, monitoring and implementation of mobility strategies with Seminole County and the cities within Seminole County, to ensure the availability of multiple modes of transportation within the City. ~~Continue coordination of the City's transportation system with Seminole County through the existing interlocal agreement, which resolves conflicts and ensures cooperation on the following issues:~~

- ~~Assigning access permit jurisdiction for roadways within the City limits which are not included in the Florida Department of Transportation Road System Classification list, but which appear in the County's Traffic Circulation Plan.~~
- ~~Initiating conflict resolution procedures to resolve inconsistencies between the City's LOS standards for roadways and the County's adopted LOS standards. Providing a method of prioritization of needed improvements on those roadways which impact and serve primarily City residents, but which are under the jurisdiction of Seminole County.~~
- ~~Determining jurisdictional authority for roadways and other rights-of way which are "half in, half out" of the City limits.~~

**Policy 1.3.7:** Promote the development of a bus rapid transit (BRT) line or light rail along S.R. 417 (Seminole Way) through interagency coordination with METROPLAN ORLANDO, Seminole County, LYNX, and the Florida Turnpike Enterprise to provide convenient, regional access to the City's Greenway Interchange District. (Cross Reference: See Future Land Use Element, Policy 3.1.3)

~~**Policy 1.3.7**~~**Policy 1.3.8:** Work with the School Board to maximize efficient use of existing and planned roads to avoid sprawl development, during participation in future school site selection as identified in the *2007 Interlocal Agreement for Public School Facility Planning and School Concurrency As Amended January 2008.* (Cross Reference: See Public School Facilities Element, Policy 1.7.1)

**Objective 1.4:** ***Infrastructure Coordination.*** The City shall coordinate the planning and provision of infrastructure and services with affected governmental agencies and jurisdictions, including the Seminole County School Board.

* * *

**Policy 1.4.7:** Review the actions of other local governments as applicable, for their impact on City LOS standards and mobility strategies.

* * * * *

# EXHIBIT "D" TO ORDINANCE 2010-18

## *Capital Improvements Element*

**GOAL 1:** Provide public facilities and services which protect and promote the public health, safety and general welfare of Winter Springs' residents in a sustainable manner and which support mobility strategies, while accommodating desired future growth and redevelopment at acceptable Levels of Service.

**Objective 1.1:** ***Annual Review.*** The City shall annually review and modify its Capital Improvements Element to ensure the financial feasibility and timely provision of capital facilities needed to maintain Level of Service (LOS) standards and to guide the City's capital and operating expenditures on mobility toward achieving the stated goal of mobility and reduction of the City's level of greenhouse gases emissions.

* * *

**Policy 1.1.3:** Define capital projects as those projects identified within the other elements of the Comprehensive Plan that are necessary to meet established LOS and to support mobility strategies, increase the capacity or efficiency of existing infrastructure, replace failing infrastructure or enhance facilities and infrastructure that generally have a cost exceeding $50,000.

**Policy 1.1.4:** Include and fund capital projects for the following facilities and infrastructure in the SCI:

- Transportation (Mobility Strategies)
- Stormwater Management (Drainage)
- Sanitary Sewer
- Solid Waste
- Potable Water
- Parks and Recreation

* * *

**Policy 1.1.9:** Consider capital projects for school capacity improvements included in the Seminole County School Board's Five-Year Capital Improvement Plan adopted September 9, 20092008 for the fiscal year 2009-20102008-2009 through 2013-20142012-2013 as included herein by reference.

* * *

**Objective 1.2:** ***Level of Service (LOS) and Mobility Strategies.*** The City shall utilize Level of Service (LOS) criteria and mobility strategies defined in the various elements of this Plan when determining the timing and funding of capital projects and to assist in determining a fair share that a development should contribute to the achievement of mobility strategies. The City must demonstrate that the LOS standards will be achieved and maintained by the end of the five-year planning period. A deficiency is a facility of service that does not meet (is operating below) the adopted Level of Service (LOS) standard. Within the citywide TCEA, mobility strategies as detailed in the Multimodal Transportation Element shall apply, which include Quality/Levels of Service (Q/LOS) for monitoring purposes. The City shall annually monitor evaluate whether conditions that trigger the need to alter Q/LOS standards (as identified in the Multimodal Transportation Element) have been achieved. If so, necessary improvements shall be included in capital or operating budgets and within the Capital Improvements Element.

**Policy 1.2.1:** Adopt LOS standards and mobility strategies for facilities and infrastructure as follows:

a. Transportation (Mobility Strategies)~~Facilities~~- Within the citywide TCEA, mobility strategies and standards (as detailed in the Multimodal Transportation Element) shall apply.~~Require the following minimum LOS standards for Transportation facilities based on average daily trips:~~ (Cross Reference: See Multimodal Transportation Element, Policy 1.1.1)

- ~~Limited Access Roads: as prescribed by FDOT~~
- ~~Arterials: LOS D~~
- ~~Collectors: LOS D~~

* * *

**Policy 1.2.2**: Evaluate proposed land use amendments to determine the compatibility of those amendments with the adopted LOS standards, mobility strategies, and with available funding for implementing improvements that would be necessary pursuant to such land use amendments.

**Policy 1.2.3**: Consider the following thresholds to target initiation and budgeting of construction and/or purchase of capital facilities to meet projected future needs based on adopted LOS standards:

- ~~Roadways - Volumes are at 90 % of adopted LOS capacity.~~
- Sewer – 75 % of available capacity is being utilized.
- Water – 75 % of available capacity is being utilized.
- Stormwater – Adoption of TMDL Master Plan.
- Recreation and Open Space – Park lands when 95 % of available land area is utilized or when 90 % of the population exists in areas in need of new park acreage.

**Policy 1.2.4**: Maintain records which allow for an annual evaluation of the City's mobility strategies. Information is to include the acreage of development/redevelopment by land use, density, and FAR; the percentage of mixed use; and an updated inventory of bicycle, pedestrian and transit facilities and reduction in sidewalk gaps between facilities. In addition, the City shall monitor its connectivity index by TCEA Zone to ascertain any increase realized. Other site planning performance criteria may also be included as part of the TCEA evaluation such as, building placement, parking location and number of spaces, connection to adjacent properties, and proximity to transit stops/shelters. Performance Measures and Targets may be subject to further consideration if they cannot be supported by reasonably available data or additional measures are identified that may also be appropriate. (Cross Reference: See Multimodal Transportation Element, Policy 1.11.9)

* * *

**Objective 1.4:** ***New Development to Bear a Proportionate Cost.*** New development shall bear a proportionate cost of public facility improvements in order to maintain adopted level of service (LOS) standards and mobility strategies.

* * *

**Policy 1.4.2:** Guarantee the timely installation of capital improvements required to meet LOS and mobility strategies which are to be funded by a developer, in an enforceable development agreement, interlocal agreement, or other enforceable agreement.

Execute such agreements under the City's constitutional home rule power as authorized in Chapter 166, Florida Statutes or as otherwise authorized by law.

**Policy 1.4.3**: Require a development agreement and/or development to proceed in more than one phase, when appropriate, to ensure that LOS standards are maintained and mobility strategies implemented.

**Policy 1.4.4**: Continue to use impact fees to assess new development a pro rata share of the costs required to expand or acquire capital facilities or equipment made necessary by the new construction from which the fees were collected or for principal payments on debt instruments for these facilities and services.

**Policy 1.4.5**: Require new developments to be responsible for installing all internal potable and reclaimed water and sewer systems, vehicular, bicycle, and pedestrian circulation systems, and internal recreation/open space facilities within their development. Connecting internal systems to designated major potable and reclaimed water and sewer trunk systems and vehicular, bicycle, and pedestrian circulation network is the financial responsibility of the developer. (Cross Reference: See Transportation Element, Policies 1.5.3; 1.5.4; and 1.5.13)

**Objective 1.5:** ***Funding Sources.*** The City shall pursue adequate funding of capital projects identified in the Schedule of Capital Improvements (SCI). The School District retains the responsibility for financing and constructing school facilities.

* * *

**Policy 1.5.3**: Include projects which are relied upon to satisfy LOS standards even when funded by sources outside the City. Include those funds as the revenue source within the SCI.

* * *

**Policy 1.5.6**: Continue to participate in METROPLAN ORLANDO to ensure funding distribution for transportation projects and mobility strategies identified in the SCI.

* * *

**Policy 1.5.8**: Reserve the net proceeds of the Seminole County Local Option Gasoline Tax (LGTX) specifically for traffic related maintenance and capital improvement projects, after payment of existing bond obligations.

**Policy 1.5.9**: Reserve total proceeds from the Seminole County Local Option Sales Tax (ICTX) for transportation related capital projects.

**Policy 1.5.10**: Reserve funds collected from Impact Fees for growth related capital outlays.

Reserve proceeds from the Stormwater Utility Fund (SUF) for stormwater management operating needs and capital projects.

Maintain a reserve account restricted for sanitary sewer related capital projects.

* * *

**Objective 1.7:** ***Concurrency Management.*** The City shall continue to operate a Concurrency Management System for the review of all proposed developments within the City. As part of the City's Concurrency Management System, the City will help facilitate school concurrency review by the School Board and shall rely upon the School Board to determine and report to the City if school capacity is available.

The concurrency evaluation system shall measure the potential impact of any proposal for a development permit or order upon the City's multimodal transportation network and the established minimum acceptable levels of service (LOS) for public schools, sanitary sewer, solid waste, drainage, potable water, and parks and recreation~~, and transportation~~ facilities, unless the development permit or order is exempt

from the review requirements of this section. No development permit or order which contains a specific plan of development, including densities and intensities of development, shall be issued unless adequate public facilities are available to serve the proposed development as determined by the concurrency evaluation set forth in this section.

**Policy 1.7.1**: *Facilities Inventory and Reporting.* ~~Direct the Public Works/Utility Department to m~~Maintain~~,~~ an inventory of the bicycle and pedestrian facility network and the available capacity of roads, potable water, and sanitary sewer facilities ~~and supply to the Planning Division~~ for purposes of concurrency management and ~~on an as-needed basis for concurrency~~mobility evaluation. The City shall coordinate with LYNX to determine the operating LOS for transit within the City as a part of its LOS monitoring.

* * *

# COMMISSION AGENDA

# ITEM 500

| | |
|---|---|
| **Consent** | |
| **Information** | |
| **Public Hearing** | **X** |
| **Regular** | |

July 26, 2010

Meeting

Mgr. / Dept.

Authorization

**REQUEST:** The Community Development Department – Planning Division requests that the City Commission consider recommendations from the Local Planning Agency and hold a Public Hearing for Ordinance 2010-18, amending the Comprehensive Plan to create a citywide Transportation Concurrency Exception Area (TCEA) for the City of Winter Springs and forward the proposed amendments to the Florida Department of Community Affairs for review.

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**SYNOPSIS:** This action applies a Transportation Concurrency Exception Area (TCEA) designation to the entire City, which allows the City to be exempt from state-mandated transportation concurrency requirements by establishing mobility strategies and funding mechanisms for the various geographic areas or zones of the City (as identified within the amendment) in collaboration with Seminole County and adjacent cities. The application of a TCEA designation to the entire City requires a comprehensive plan text amendment. As provided by law, the Comprehensive Plan of the City of Winter Springs can be amended only in accordance with 163.3187(1). This request is being considered as part of the City's spring submittal cycle.

## CONSIDERATIONS:

APPLICABLE LAW, PUBLIC POLICY, AND EVENTS

Florida Statute 163.3174 (4): The Local Planning Agency shall have the general responsibility for the conduct of the comprehensive planning program. Specifically, the Local Planning Agency shall:

(a) Be the agency responsible for the preparation of the comprehensive plan or plan amendment and shall make recommendations to the governing body regarding the adoption or amendment of such plan…

(b) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the governing body such changes in the comprehensive plan as may from time to time be required…

Florida Statute 163.3177: Required and optional elements of the comprehensive plan; studies and surveys.

Florida Statute 163.3187 Amendment of adopted comprehensive plan.

Florida Statute 166.041 Procedures for adoption of ordinances and resolutions.

Winter Springs Charter Section 4.15 Ordinances in General.

Winter Springs Article III. Comprehensive Plan Amendments
Section 15-30. Authority, purpose and intent;
Sec. 15-35. Review procedure.
Section 15-36. Review criteria;
Section 15-37. Local Planning Agency Review and Recommendation:

BACKGROUND DATA

On June 1, 2009, Senate Bill 360 (SB 360), now known as Chapter Law No. 2009-96 was signed into law. Among other things, SB 360 requires each City or County that is certified as a Dense Urban Land Area (DULA) to be automatically designated as a Transportation Concurrency Exception Area (TCEA).

SB 360 defines a DULA as:

(a) a municipality that has an average of at least 1,000 people per square mile of land area and a minimum total population of at least 5,000;

(b) a county, including the municipalities located therein, which has an average of at least 1,000 people per square mile of land area; or

(c) a county, including the municipalities located therein, which has a population of at least 1 million.

The City meets the definition under (a) above, with approximately 2,320 persons per square mile of land area as of April 1, 2009 (the last official date for population estimates). The City was designated as a DULA on July 8, 2009. With the adoption of SB 360 and Winter Spring's DULA designation, the entire area within the City limits is a TCEA.

To ensure that Winter Springs is provided the opportunities that a TCEA affords, the City must amend its existing comprehensive plan and land development regulations, which base transportation concurrency on roadway capacity alone. Instead, specific policies, objectives, and strategies must be adopted into the comprehensive plan that address land use mix, densities, intensities, mobility strategies, and connections to other regional systems. Amendments to the text of the Future Land Use Element, Transportation Element, and Intergovernmental Coordination Element are included along with strategies and projects in the Capital Improvements Element, which fund the mobility strategies of the TCEA. A map is included which depicts the TCEA zones.

What is a Transportation Concurrency Exception Area (TCEA)?

A TCEA is an urban area where infill and redevelopment are encouraged, and where exceptions to the transportation concurrency requirement are made, providing that alternative modes of transportation, land use mixes, urban design, connectivity, and funding are addressed. The primary purpose of a TCEA is to allow development to occur in urbanized areas where infrastructure already exists, thereby reducing urban sprawl. TCEAs can be used as a tool to direct growth in ways that promote the overall goals of the community. TCEA concurrency

exceptions apply to all land uses, development and types of facilities within the TCEA. A TCEA allows development to occur along roadway segments that have traffic volumes above the capacity at the minimum Level of Service (LOS).

Why Were TCEAs Created?

TCEAs were created by Florida's Legislature because they determined that, often the unintended result of transportation concurrency based on roadway capacity alone, was the discouragement of urban infill development and redevelopment. Such unintended results directly conflict with the goals and policies of the state comprehensive plan.

New TCEA Zones

The Winter Springs' TCEA is included within Seminole County's DULA/TCEA Mobility Area "Four", along with the City of Oviedo. However, the City of Winter Springs wishes to further divide this Area into Zones designated as A, B, C, D & E. These Zones are based on their geographic location in relation to the City's existing transportation network, land use, and future mobility needs.

FINDINGS:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget, or the economy of the city or the region;

The amendments enhance the orderly and balanced economic and fiscal development of the City.

(2) Whether the proposed amendment will diminish the level of service (LOS) of public facilities;

Transportation concurrency requirements are modified within the citywide TCEA to include integration and coordination among the various modes of transportation. LOS shall be used for monitoring purposes, in order to identify where multi-modal improvements are needed, and not for development approvals based on capacity. Development approvals will be based on the applicant's compliance with an adopted Mobility Strategy that emphasizes multiple modes of transportation to offset the impact of new vehicle trip generation. If the multi-modal improvements needed require roadway improvements, emphasis shall be upon intersection improvements to improve safety and reduce conflicts between modes; signalization/Transportation Demand Management improvements (especially those providing transit and pedestrian priority signalization); bicycle facility improvements, and pedestrian crosswalk/median improvements.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

The amendment enhances the orderly and balanced social, physical and environmentally responsible development of the City;

(4) Whether the proposed amendment is consistent with the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

The proposed amendment is consistent with the goals, objectives and policies of the State Comprehensive Plan set forth in Chapter 187, F.S. and the (1998) East Central Florida Regional Policy Plan, adopted by Rule 29F-21.001, Florida Administrative Code as well as the Draft East Central Florida 2060 Strategic Policy Plan currently under review.

(5) Whether the City is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities;

The amendment provides the cost/effective use and expansion of public facilities.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

The amendment includes an analysis of the growth trends and travel patterns and interactions within the City between land use and transportation, and the compatibility between the future land use and transportation elements.

(7) Whether approval of the amendment will cause the comprehensive plan to be internally inconsistent;

Internal consistency within the Comprehensive Plan is maintained.

(8) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the city or region; and

The amendment promotes the public health, safety, welfare, economic order, and aesthetics of the City.

(9) The contents of any Evaluation and Appraisal Report (EAR) prepared pursuant to 163.3191, Florida Statutes.

As part of the City's 2008 Evaluation and Appraisal Report process, it was recognized that the City should consider implementation of a Transportation Concurrency Exception Area (TCEA) or similar concurrency management alternative for the Town Center and Greeneway Interchange Districts and the developable land between the two areas, to encourage urban infill development. As a result, the City's EAR-Based Amendments to the Comprehensive Plan included a policy (Transportation Element Policy 1.11.6) directing the City to further this objective through study and implementation.

The proposed amendments will be included in the City's bi-annual Comprehensive Plan amendment cycles. Both a Transmittal Hearing and Adoption Hearing are required prior to issuance of a Notice of Intent by the State Department of Community Affairs

**FISCAL IMPACT:** Developments will be required to implement, or provide a funding contribution to directly implement mobility strategies (identified by the City), based on a proposed development's anticipated net, new trip generation. Subsequent to this amendment, the City will further examine other implementation strategies (which may include mobility fees, proportionate share mitigation, fees in-lieu, and/or combination) to support and fund mobility and will amend its Land Development Code as needed. The City still maintains the ability to

collect transportation impact fees to ensure that new development pays for its fair share towards the building or redevelopment of road capacity.

## COMMUNICATION EFFORTS:

Commission Agenda Items are posted in City Hall and posted on City's Website

July 4, 2010- Public Noticing in Orlando Sentinel of LPA Public Hearing
July 12, 2010- Information to the City Commission
July 14, 2010- LPA Public Hearing – consideration of the amendment and recommendation of adoption made to the City Commission
July 15, 2010- Public Noticing in Orlando Sentinel of CC Public Hearing

Tentative Implementation Schedule:
July 26, 2010- First Reading of Ordinance transmitting the proposed Comprehensive Plan Amendments
July 29, 2010- Transmittal to Dept of Community Affairs and other agencies
Sept 29, 2010- Receipt of ORC Report from the State Dept. of Community Affairs
Oct 25, 2010- Anticipated Adoption Hearing for Ordinance 2010-18

## RECOMMENDATIONS:

P&Z/LOCAL PLANNING AGENCY RECOMMENDATION:
At a regular meeting of the P&Z/Local Planning Agency Board held on July 14, 2010, the Board voted unanimously to recommend approval of Ordinance 2010-18, amending the Comprehensive Plan. The minutes of this meeting will be distributed at the Commission Meeting on July 26th.

STAFF RECOMMENDATION:
Staff requests that the City Commission hold a Public Hearing for First Reading and Transmittal of Ordinance 2010-18, which amends portions of the City's Comprehensive Plan to designate the entire City as a Transportation Concurrency Exception Area (TCEA) and to identify mobility strategies and funding, and after considering Staff's Findings, the Local Planning Agency's Recommendation and public comment, approve Transmittal to the State Department of Community Affairs for review.

## ATTACHMENTS:

A- Noticing in Orlando Sentinel
B- Ordinance 2010-18 Citywide TCEA with proposed amendments
- Future Land Use Element (FLUE)
- Transportation Element (TE) including TCEA Zone Map and Appropriate Strategies
- Intergovernmental Coordination Element (ICE)
- Capital Improvements Element (CIE)

# LegalNotices

**HUBBARD CONSTRUCTION COMPANY INVITATION TO BID.**

Hubbard Construction Company invites all minorities certified with FDOT, City of Orlando or Orange County to bid the following Orlando-Orange County Expressway Authority project on July 8, 2010:

SR 417/ SR. 408 Systems Interchange Modifications Project No. 253E-E1

Work consists of hauling, bore & jack, dewatering, erosion control, clear & grubbing, earthwork, base & paving, storm drainage, concrete flatwork, grassing, signs, pavement markings, bridge work, signalization, fencing, concrete curb and gutter and guardrail.

Plans and special provisions are available for review at our office. Please submit your proposal in written form by Wednesday July 7th to 1936 Lee Road, Winter Park, FL 32789. Phone: 407-6455500, Fax: 407-622-3865 or e-mail to estimating@hubbard.com. Direct all inquiries to the Estimating Department. Any subcontractors that have special needs with bonding or insurance please call.

COR1075098 7/2, 7/3, 7/4/2010

**MBE/WBE/DBE FIRMS WANTED**

Brasfield & Gorrie, LLC, General Contractor, located at 200 Colonial Center Parkway, Suite 200, Lake Mary, FL 32746 (Phone: 407-562-4500) will be bidding the S.R. 417/S.R. 408 Systems Interchange Modifications Project for the Orlando-Orange County Expressway Authority, which bids on July 7th, at 12:00 P.M. local time. Bidding opportunities are: sitework, prestress piles, prestress beams, trucking, storm piping, retaining walls, striping, asphalt paving, landscaping, concrete formwork, ready-mix concrete, rebar material, rebar installation, concrete placement and finishing, structural steel, curbs/gutters, guard rails, traffic signs, signalization, fencing, jack and bore, waterproofing/sealants, electrical, surveying, painting. We encourage M/WBE participation and would be willing to break down or combine elements of work into economically feasible units on a case-by-case basis and negotiate in good faith with any firms that request such breakdowns in order to facilitate participation. This project requires the subcontractor/readers to be certified with one or more of the following agencies: the Florida Department of Transportation, Orange County, FL or the City of Orlando, FL. Firms that are certified by FDOT as a Disadvantaged Business Enterprise (DBE) will be accepted but must be a minority or women owned business. Contact Eva Hartman at 407-562-4500 or ehartman@brasfieldgorrie.com for additional information.

COR1074315 6/24-7/7/2010

**ADVERTISEMENT FOR BIDS**

Clancy & Theys Construction Company is soliciting subcontractor bidders and supplier proposals for the construction of the V-500 A&B Landside A Levels 2&3 Rehabilitation at the Orlando International Airport.

Projects consists of various upgrades to existing Landside airline ticket and baggage office spaces. Upgrades include revisions to the layout, upgrades of finishes, modification and addition of casework, modifications to HVAC, plumbing, fire protection, security, and IT systems.

Proposals will be due by mail or fax at Clancy & Theys Construction Company, 7305 Greenbrier Parkway, Orlando, FL 32819, on or before July 21, 2010 at 2:00 P.M. Please send all proposals Attn.: Jim Callen, jimc@clorlando.com, Fax #407-578-1439. No bids will be accepted after the time and date specified.

The work shall be constructed in accordance with Drawings and Specifications available for inspection at Clancy & Theys Construction Company, our FTP site, and The Central Florida Builder's Exchange (407) 629-2411. Please contact Michelle Whitehead at michellew@clorlando.com for FTP website information.

All bids must be firm bids for a period of sixty (60) days after the time set for opening bids. Clancy & Theys Construction and the Osceola County School District reserves the right to waive any informality and to reject any or all bids. All proposals must be submitted on standard company letterhead and clearly identify the project name.

Clancy & Theys Construction Co. encourages Minority and Women Business Enterprise bids and in accordance with Title VI of the Civil Rights Act of 1964, all Bidders will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex or national origin in consideration for award. Any Minority firms, who need information or wish to review plans, specs and contract documents and/or wish to provide a sub bid and/or materials quote for project, should contact, Michelle Whitehead at 407-913-1514 or michellew@clorlando.com. Any technical questions regarding the plans or specifications should contact Jim Callen at 407-513-1518 or jimc@clorlando.com.

COR1075542 7/4,7/11/2010

For a complete listing of current active formal solicitations and addenda for the City of Winter Park, all interested parties should visit our Web site at http://www.cityofwinterpark.org/purchasing. It is the sole re-

**NOTICE UNDER FICTITIOUS NAME STATUTE**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned pursuant to the "Fictitious Name Statute", Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of proof of the publication of this notice, the fictitious name, to-wit:
Sunsational Skylights, Inc.
under which (I am) (we are) engaged in business at 2427 N. Forsyth Rd. Orlando, FL 32807
That the (party) (parties) interested in said business enterprise is as follows:
The Sunshine Line, Inc.
Dated at Orlando, Orange County, Florida, June 30, 2010.

COR1075922 7/4/2010

**NOTICE UNDER FICTITIOUS NAME STATUTE**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned pursuant to the "Fictitious Name Statute", Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of proof of the publication of this notice, the fictitious name, to-wit:
Royal Palms Apartments
under which (I am) (we are) engaged in business at 2527 Oak Ridge Road Orlando, FL 32809
That the (party) (parties) interested in said business enterprise is as follows:
The Villas at Central Park Associates Limited Partnership
Dated at Orlando, Orange County, Florida, June 30, 2010.

COR1075923 7/4/2010

**NOTICE UNDER FICTITIOUS NAME STATUTE**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned pursuant to the "Fictitious Name Statute", Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of proof of the publication of this notice, the fictitious name, to-wit:
Matrix Pool & Lawn Care Services
under which (I am) (we are) engaged in business at 333 West Marion Ave., Suite 19 Edgewater, FL 32132
That the (party) (parties) interested in said business enterprise is as follows:
Global Diversities, LLC
Dated at Edgewater, Volusia County

There may be occasions when staff or other individuals may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 566-1935 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Gary L. Moyer
District Manager

OSC1070701 6/27, 7/4/10

**NOTICE OF PROPOSED RULE DEVELOPMENT WORKSHOP SCHOOL BOARD POLICIES**

The School Board of Orange County, Florida, will hold a public hearing on proposed changes to the following school board policies on July 20, 2010 at 4:00 p.m. at the Educational Leadership Center located at 445 West Amelia Street, Orlando, Florida, 32801. The proposed board policy revisions may be viewed at http://www.revised-policies.ocps.net. Copies may be obtained at the Educational Leadership Center between the hours of 7:30 a.m. and 4:30 p.m. in the Public Information Office.

Written comments may be submitted within 21 days of the date of this notice to Krista Russell, Labor Relations, ELC-9, 445 West Amelia Street, Orlando, FL 32801. Substantially affected persons may within 14 days of the date of this notice, file an objection to this rulemaking with the School Board. The objection shall specify the portions of the proposed rule to which the person objects and the specific reasons for the objections.

File JFABB: Foreign Exchange Students

Purpose and Effect: This policy is amended to require any foreign exchange student program to be approved by the US Department of State and on the CSIET (Council in Standards for International Educational Travel) Advisory List of Educational Travel & Exchange Programs and to require enrollment in certain courses.

**CITY OF WINTER SPRINGS - PUBLIC NOTICE LOCAL PLANNING AGENCY WILL CONSIDER ORDINANCE NO. 2010-18**

A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, SETTING FORTH AMENDMENTS TO THE CITY OF WINTER SPRINGS COMPREHENSIVE PLAN REGARDING TRANSPORTATION CONCURRENCY EXCEPTION AREA AND TRANSPORTATION MOBILITY STRATEGIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY; AND AN EFFECTIVE DATE.

**ORDINANCE NO. 2010-20**

A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, SETTING FORTH AMENDMENTS TO THE CITY OF WINTER SPRINGS COMPREHENSIVE PLAN REGARDING THE GREENWAY INTERCHANGE DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY; AND AN EFFECTIVE DATE.

**ON WEDNESDAY, JULY 14, 2010 AT 7:00 P.M. OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL 1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA**

The proposed ordinances may be inspected by interested parties between 8 a.m. and 5 p.m., Monday through Friday, at the City's Clerk's Office, located at 1126 East State Road 434, Winter Springs, Florida. For more information call (407) 327-1800 #227. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department Coordinator, 48 hours in advance of the meeting at (407) 327-1800, Extension 236. These are public hearings. If you decide to appeal any recommendation/decision made by the Local Planning Agency with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based. Interested parties are advised that they may appear at the meeting and be heard with respect to the proposed ordinances.

CSE1075995 7/4/2010

telephone. At the above location there will be present a speaker-telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least five calendar days prior to the meeting.

Each person who decided to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Joe MacLaren
District Manager

COR1076025 7/4/2010

**NOTICE OF PUBLIC MEETING DATES OF THE CONSTRUCTION COMMITTEE OF THE BOGGY CREEK, GREENEWAY, AND MYRTLE CREEK IMPROVEMENT DISTRICTS**

The Construction Committees of the Boggy Creek, Greeneway, and Myrtle Creek Improvement Districts will be meeting at the office of Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789

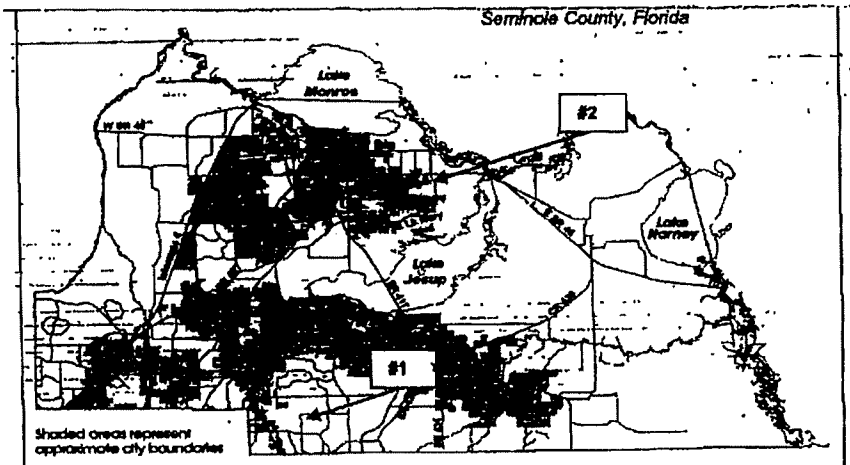
July 8, 2010
July 22, 2010
August 5, 2010
August 19, 2010
September 2, 2010
September 16, 2010
September 30, 2010

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker-telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least five calendar days prior to the meeting.

Each person who decided to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to

ATTACHMENT A




Site #1-San Pedro Center Large Scale Future Land Use Map Amendment and Rezone; **Diocese of Orlando, applicant**; 470 acres; Large Scale Future Land Use Map Amendment from LDR (Low Density Residential) to PD (Planned Development) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development); located on the west side of Dike Road, between Howell Branch Road and Red Bug Lake Road. (Z2009-034/09FLU.01); District 1 – Dallari; Brian Walker, Senior Planner. The BCC is proposing to enact ordinances with the following titles: **AN ORDINANCE AMENDING THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTIES BY VIRTUE OF A LARGE SCALE DEVELOPMENT AMENDMENT; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

Site #2-Richmond Commerce Center Large Scale Future Land Use Map Amendment and Rezone; **Hugh Harling, applicant**; 32.6 acres; Large Scale Future Land Use Map Amendment from IND (Industrial) to HIP-AP (Higher Intensity Planned Development-Airport) and rezone 22.99 acres from A-1 (Agriculture) to PUD (Planned Unit Development), located southwest of the intersection of SR 46 and Richmond Avenue. (Z2009-26/09FLU.02); District 5 – Carey; Ian Sikonia, Senior Planner. The BCC is proposing to enact ordinances with the following titles: **AN ORDINANCE AMENDING THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTIES BY VIRTUE OF A LARGE SCALE DEVELOPMENT AMENDMENT; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

The BCC, at this hearing, may also consider amendments to the goals, objectives, policies, exhibits, tables, and related sections of any of the Elements of the SCCP. Citizens, local governments, interested organizations, and other entities are encouraged to appear at this hearing and present input regarding the proposed amendments and associated rezonings in accordance with the procedures used by the BCC, or submit written comments to plandesk@seminolecountyfl.gov, at the Seminole County Planning and Development Division Office, 1101 East First Street, Sanford, FL 32771, Room 2028, telephone 407-665-7371; FAX 407-665-7385. Staff forwards public comments to the BCC for consideration at the public hearing. Additional information regarding these amendments and associated rezonings, ordinances, and any comments received, are available for public review at the address above between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. The BCC may continue hearings from time-to-time as found necessary. Persons with disabilities needing assistance to participate in any of these proceedings should contact the County's Human Resources Department ADA Coordinator 48 hours in advance of the hearing at 407-665-7941. Persons are advised that if they decide to appeal any decisions made at this hearing, they will need a record of the proceedings, and for such purpose they may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (Florida Statutes, Section 286.0105).

# NOTICE OF PUBLIC HEARINGS TO ADOPT AMENDMENTS TO THE CITY OF WINTER SPRINGS COMPREHENSIVE PLAN

## ORDINANCE NO. 2010-18

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, SETTING FORTH AMENDMENTS TO THE CITY OF WINTER SPRINGS COMPREHENSIVE PLAN REGARDING TRANSPORTATION CONCURRENCY EXCEPTION AREA AND TRANSPORTATION MOBILITY STRATEGIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY; AND AN EFFECTIVE DATE.

## ORDINANCE NO. 2010-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, SETTING FORTH AMENDMENTS TO THE CITY OF WINTER SPRINGS COMPREHENSIVE PLAN REGARDING THE GREENWAY INTERCHANGE DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY; AND AN EFFECTIVE DATE.

## PUBLIC HEARINGS

**WILL BE HELD ON**

**MONDAY, JULY 26, 2010 AT 5:15 P.M.**

**OR SOON THEREAFTER**
**IN THE COMMISSION CHAMBERS LOCATED AT**

**WINTER SPRINGS CITY HALL**
**1126 EAST STATE ROAD 434**
**WINTER SPRINGS, FLORIDA**

The proposed amendments and ordinances may be obtained by interested parties between 8 a.m. and 5 p.m., Monday through Friday, at the City's Clerk's Office, located at 1126 E. State Road 434; Winter Springs, Florida. For more information, call (407) 327-1800 #227. Interested parties may submit written or oral comments on the proposal before or at the public hearings. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department Coordinator, 48 hours in advance of the meeting at (407) 327-1800, #236. These are public hearings. Interested parties are advised that they may appear at the meeting and be heard with respect to the proposed amendments. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.

# ATTACHMENT B

## ORDINANCE NO. 2010-18

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, SETTING FORTH AMENDMENTS TO THE CITY OF WINTER SPRINGS COMPREHENSIVE PLAN REGARDING TRANSPORTATION CONCURRENCY EXCEPTION AREA AND TRANSPORTATION MOBILITY STRATEGIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS**, section 163.3161 et. seq., Florida Statutes (1987) established the Local Government Comprehensive Planning and Land Development Regulation Act; and

**WHEREAS**, section 163.3167, Florida Statutes, requires each municipality in the State of Florida to prepare and adopt a Comprehensive Plan as scheduled by the Florida Department of Community Affairs; and

**WHEREAS**, Chapter Law 2009-69, signed into law on June 1, 2009, requires each City certified as a Dense Urban Land Area (DULA) to be designated as a Transportation Concurrency Exception Area (TCEA), which would allow the City to be exempt from state-mandated transportation concurrency requirements by establishing mobility strategies and funding mechanisms for various geographic areas or zones of the City in collaboration with Seminole County and adjacent cities; and

**WHEREAS,** designation as a TCEA allows the City to be exempt from state-mandated transportation concurrency requirements by establishing mobility strategies and funding mechanisms for various geographic areas or zones of the City in collaboration with Seminole County and adjacent cities; and

**WHEREAS**, the City of Winter Springs was designated a DULA on July 8, 2009 and therefore must be designated a TCEA; and

**WHEREAS,** the application of a TCEA designation requires a comprehensive plan amendment; and

**WHEREAS,** the Local Planning Agency of the City of Winter Springs held a duly noticed public hearing on July 14, 2010, in accordance with the procedures in Chapter 163, Part II, Florida

Statutes, on the proposed comprehensive plan amendment and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments; and

**WHEREAS,** the Local Planning Agency recommended the City Commission adopt the large scale comprehensive plan text amendment; and

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

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

**Section 1.** **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

**Section 2.** **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3167 and 163.3187, Florida Statutes.

**Section 3.** **Purpose and Intent.** The purpose and intent of this ordinance is to adopt the large scale comprehensive plan text amendment set forth herein to designate the City of Winter Springs a Transportation Concurrency Exception Area (TCEA), and to make conforming amendments to the Plan consistent therewith.

**Section 4.** **Adoption of Large Scale Comprehensive Plan Text Amendment.** The City Commission of the City of Winter Springs hereby amends the Comprehensive Plan as follows:

A. *Future Land Use Element.* The Future Land Use Element is hereby amended as set forth in **Exhibit "A,"** attached herein and fully incorporated herein by this reference (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from the Ordinance of text existing in the Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance).

B. *Transportation Element.* The Transportation Element is hereby amended as set forth in **Exhibit "B,"** attached herein and fully incorporated herein by this reference (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from the Ordinance of text existing in the Transportation Element. It is intended that the text in the Transportation Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance).

C. *Intergovernmental Coordination Element.* The Intergovernmental Coordination Element is hereby amended as set forth in **Exhibit "C,"** attached herein and fully incorporated herein by this reference (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from the Ordinance of text existing in the Intergovernmental Coordination Element. It is intended that the text in the Intergovernmental Coordination Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance).

D. *Capital Improvements Element.* The Capital Improvements Element is hereby amended as set forth in **Exhibit "D,"** attached herein and fully incorporated herein by this reference (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from the Ordinance of text existing in the Capital Improvements Element. It is intended that the text in the Capital Improvements Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance).

**Section 5. Transmittal to the Department of Community Affairs.** The City Manager or his designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the Florida Department of Community Affairs, in accordance with section 163.3187(4), Florida Statutes, and Section 9J-11, Florida Administrative Code.

**Section 6. Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City of Winter Springs City Commission, or parts of ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

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

**Section 8. Effective Date and Legal Status of the Plan Amendment.** The effective date of the comprehensive plan amendment adopted by this Ordinance shall be the date a final order is issued by the Florida Department of Community Affairs, or the date of the Administration Commission finding the Amendment in compliance with section 163.3184, Florida Statutes. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it has become effective. If a final order of noncompliance is issued by the Administration Commission, the amendment may nevertheless be made effective by adoption of a resolution affirming its effective status. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Winter Springs Comprehensive Plan and become a part of that plan and the amendment shall have the legal status

of the City of Winter Springs Comprehensive Plan, as amended.

**ADOPTED** by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the ____ day of _____, 2010.

_____
**JOHN F. BUSH, Mayor**

**ATTEST:**

_____
**ANDREA LORENZO-LUACES**
**City Clerk**

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

_____
**ANTHONY A. GARGANESE**
**City Attorney**

Transmittal Hearing: July 26, 2010
Adoption Hearing:
Effective Date:

# EXHIBIT "A" TO ORDINANCE 2010-18

***Future Land Use Element***

* * *

**Objective 1.3** *Concurrency.* The City shall ensure that future development is provided essential services and facilities at acceptable standards by incorporating the following policies into the site plan review process and the City's concurrency management system and mobility strategies.

**Policy 1.3.1**: *Level of Service (LOS) and Mobility Strategies~~Review~~.* Review all development and redevelopment proposals to determine their specific impacts on current LOS standards and mobility strategies.

**Policy 1.3.2**: ~~*Determination.* Deny a development order if a proposed development will result in a degradation of the adopted LOS, unless it can be demonstrated that sufficient improvements will be in place concurrent with the impacts of such development to maintain the adopted minimum LOS standard.~~ *Transportation Concurrency Exception Area (TCEA).* Consider the City in its entirety as being effectively established as a TCEA on July 8, 2009 by Senate Bill 360. This designation provides an exemption to transportation level of service requirements in an effort to support urban infill, development, redevelopment and the achievement of the City's redevelopment goals by addressing mobility, urban design, land use mix, and network connections. Transportation concurrency requirements are modified within the citywide TCEA to include integration and coordination among the various modes of transportation. LOS shall be used for monitoring purposes, in order to identify where multi-modal improvements are needed, and not for development approvals based on capacity. (Cross Reference: See Transportation Element, Policy 1.11.6)

**Policy 1.3.3**: *Improvements.* Continue to seek fiscal resources to make improvements necessary to accommodate growth and infill development while maintaining services and facilities according to ~~at~~ adopted standards and mobility strategies.

* * *

**Objective 1.6** *Transportation/Land Use Compatibility.* The City will ensure that population densities, housing types, employment patterns, and land uses are consistent with the City's transportation network and mobility strategies.

* * *

**Policy 1.6.2**: *Multimodal Transportation Improvements.* ~~Provide p~~Proposed multimodal transportation improvements consistent with the land use patterns on the Future Land Use Map - 2030.

**Policy 1.6.3**: ~~*Transportation LOS*~~*Mobility Strategies.* Require~~Prohibit proposed land use amendments which are anticipated to reduce the LOS for transportation facilities below the standard, unless the~~Require development to contributes to the City's multimodal system ~~and~~through the implementation of or financial contributions toward identified mobility strategies~~addresses the deficiencies caused by the project. Require such contribution to be~~ approved by the City Commission. Development approvals will be based on the applicant's compliance with a certain number of mobility strategies as an offset to the impact of new vehicle trip generation. If the multimodal improvements needed require roadway improvements, emphasis shall be upon intersection improvements to improve safety and reduce conflicts between modes; signalization/Transportation Demand Management improvements (especially those providing transit and pedestrian priority signalization); bicycle facility improvements, and pedestrian crosswalk/median improvements.

* * *

**Policy 1.8.5**: *Procedures for Inclusion of Annexed Properties into the City's TCEA.* Place properties that involve a large-scale land use amendment into a City TCEA Zone as part of the large-scale amendment process and amend simultaneously the appropriate TCEA map(s). Place properties that involve a small-scale land use amendment into a City TCEA Zone as part of the next large-scale amendment cycle, and amend simultaneously the appropriate TCEA map(s). During the interim period, after obtaining a City land use category, but prior to placement in a City TCEA Zone, development on property may proceed by the development providing and funding mobility standards and requirements of the most physically proximate Zone. If the property is adjacent to two Zones, the property shall meet the standards and requirements of the Zone lettered closest to the beginning of the alphabet.

* * *

**Policy 2.1.4**: *Future Roads and ~~Traffic~~ Mobility Patterns.* Adopt appropriate transportation maps to identify future roads and ~~traffie~~mobility patterns related to the Town Center that assure multimodal~~best~~ routes through land while attempting to maximize development potential and opportunities consistent with the Town Center Goal. Determine the final location of future Town Center roads and mobility patterns during the development process.

* * *

**Policy 3.1.2**: *Future Roads and ~~Traffic~~Mobility Patterns.* Adopt appropriate transportation maps to identify future roads and mobility~~traffic~~ patterns related to the GID that ~~provide~~facilitate multimodal transportation~~best~~ routes through and safe and convenient access ~~to land~~ while attempting to maximize development potential and opportunities consistent with GID Goal. Determine the final location of future roads and mobility patterns within the GID and adjacent area during the development process in accordance with the Transportation Element.

**Policy 3.1.3**: *Multimodal Access.* Plan for transit and multimodal service on transportation thoroughfares accessing the GID, including a future SeminoleWAY intermodal transit facility for light rail or bus rapid transit (BRT) service along SR 417. Coordinate the location of transit-related facilities with Seminole County, LYNX, and the Florida Turnpike Enterprise. Ensure pedestrian and bicycle connection to the future intermodal facility. Supportive facilities and amenities should include clustered and compact mix of uses with intensities that support transit, park and ride parking garage with bicycle lockers and facilities, and covered shelters. (Cross Reference: See Intergovernmental Coordination Element, Policy 1.3.7)

**Policy 3.1.4**: *Multimodal Transportation.* Plan for and facilitate the seamless integration of future multimodal transportation within the GID, including BRT or similar transit circulator service by the inclusion of supportive facilities and amenities in the master plan, including deeded BRT corridor. (Cross Reference: See Future Land Use Element, Policy 3.3.4)

~~**Policy 3.1.3**~~**Policy 3.1.5**: *Connectivity.* Require pedestrian, bicycle and vehicular connectivity both internally and externally to adjoining developable properties (including public trail linkages). (Cross Reference: See Recreation and Open Space Element, Policy 1.6.4)

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**Policy 3.2.5**: *Urban Form.* Define the urban form through clustering of uses with intensities that support multimodal transportation and provide efficient land use, thereby reducing vehicle miles traveled and greenhouse gas emissions.

~~**Policy 3.2.5**~~**Policy 3.2.6**: *Development Bonuses.* Development bonuses which allow a higher FAR (up to a maximum FAR of 2.0), may be granted for projects within the Greeneway Interchange District which demonstrate environmental stewardship through one or more of the following:

- Environmentally-sensitive site planning (Cross Reference: See Conservation Element, Policy 1.8.2);
- Green building design and energy efficient buildings as determined by USGBC LEED Certification or equivalent;

- Incorporation of Low Impact Development (LID) practices, such as green roofs capture and use of stormwater for irrigation and/or other grey water type uses, and rain gardens (Cross Reference: See Conservation Element, Policy 1.3.4);
- Energy efficient land use which minimizes impervious surfaces, such as inclusion of one or more parking garages (Cross Reference: See Conservation Element, Policy 1.8.1);
- Restoration or enhancement of degraded wetlands, native ecosystems, or preservation of extra upland buffers around critical habitat (Cross Reference: See Conservation Element, Policy 1.7.2); and
- Waterwise practices including sustainable site design through natural landscaping with Florida native plants (Cross Reference: See Conservation Element, Policy 1.2.6).

~~**Policy 3.2.6**~~**Policy 3.2.7**: *Trail Linkages.* Require public trail linkages through the GID and require bicycle facilities (such as bike racks and lockers) to support public access via alternative means.

~~**Policy 3.2.7**~~**Policy 3.2.8**: *Diversity in Detailing and Style.* Require development to include diversity in detailing and style while maintaining aesthetic harmony.

* * *

**Policy 3.3.4**: *Town Center Linkages.* Support public/private investment in transportation linkages between the GID and the Town Center (including~~such as~~ a local transit circulator, water taxi, trail connection, and/or other innovative transportation solutions.) (Cross Reference: See Future Land Use Element, Policy 3.1.4)

* * *

**Policy 4.2.1**: *Percentage of Various Uses.* Require as part of the master planning process, an appropriate set of uses and distribution of uses to be established unique to each development that will allow no more than seventy-five percent (75%) ~~percent~~ of any one type of land use to dominate the Mixed Use category.

* * *

**Policy 4.2.6:** *Connectivity.* Ensure that existing, new, and future development is connected by roadways, bikeways, and/or pedestrianways that encourage travel between uses and access to transit without requiring the use of the arterial road.

* * *

**Policy 5.1.1**: *Purpose of Urban Central Business District.* Establish the UCBD to:

- Plan appropriate and balanced land uses on a scale and at an intensity, consistent with the availability of public facilities and services;

- Facilitate mixed use development;
- Encourage mass transit;
- Reduce dependency on the ~~need for~~ automobile ~~travel;~~ and vehicle miles traveled;
- Encourage quality development; and
- Give definition to the urban form through a vertical and horizontal mix of uses rather than strip-

**Policy 5.1.2**: *Characteristics of Urban Central Business District.* Establish the UCBD as a multi-use area appropriate for intensive growth and having the following characteristics:

- Compact mix of uses~~in design~~ which are pedestrian friendly and are accessible without the use of the automobile;
- Flexible, versatile building design that will outlast initial uses and create long-term value;
- ~~High d~~Densities and intensities which support transit;
- Proximate and accessible to major arterial roadways; and
- Adequate public facilities including roads, water, wastewater, solid waste disposal, stormwater drainage, and recreation.

**EXHIBIT "B" TO ORDINANCE 2010-18**

***Transportation Element***

* * *

**Objective 1.1.** ***Quality/Level of Service.*** In urban centers transportation cannot be effectively managed and mobility cannot be improved solely through the expansion of roadway capacity. The expansion of roadway capacity is not always physically or financially possible, and a range of transportation alternatives is essential to satisfy mobility needs, reduce congestion, and achieve healthy, vibrant centers. For these reasons, the City shall use Quality/Level of Service (Q/LOS) for monitoring purposes in order to identify where multimodal improvements are needed, for guiding capital improvements facility/operations planning to achieve and maintain mobility, to reduce greenhouse gases, and to assist in determining a fair share that a development should contribute to the achievement of these mobility strategies.

Q/LOS shall not be used for development approvals based on capacity. However, Florida Statutes require the inclusion of local roadway Level of Service standards within local comprehensive plans, even within a Transportation Concurrency Exception Area (TCEA), when roadway level of service is not the measure by which development is approved.

Mobility within the TCEA shall be maintained by the implementation of the strategies and programs identified in this element and through complimentary policies within the comprehensive plan. If the development requires roadway improvements, emphasis shall be upon intersection improvements to improve safety and reduce conflicts between modes; signalization/Transportation Demand Management improvements (especially those providing transit and pedestrian priority signalization); bicycle facility improvements, and pedestrian crosswalk/median improvements.~~Throughout the planning period the City shall enforce the Level of Service (LOS) standard on all arterial and collector roads.~~ (Cross Reference: See Capital Improvement Element, Policy 1.2.1.a.)

**Policy 1.1.1:** *Roadway Q/LOS.* Establish minimum Roadway ~~Adopt the minimum daily~~ Q/LOS standards, applicable to all TCEA Zones, for monitoring intersection capacity ~~transportation facilities~~ based on annual average daily trips (AADT), as follows:

- Limited Access Roads as prescribed by FDOT
- Arterials (4-Lane & 6-Lane) ~~D~~E + 10%
- Arterials (2-Lane) E + 30%
- Collectors D
- Local Roads D

**Policy 1.1.2:** *Transit Q/LOS.* Coordinate with METROPLAN ORLANDO and LYNX to assist the County in maintaining the County's minimum~~adopted~~ Q/LOS standard for ~~mass~~ transit, applicable to the citywide TCEA, to link urban centers and neighborhoods to nearby LYNX stops and subsequently to commuter rail. Work toward a long range vision of implementing

higher capacity transit modes, such as bus rapid transit along SeminoleWAY (SR 417) and between Zones A & B: (Cross Reference: See Transportation Element, Objective 1.6 and Policies 1.6.1 through 1.6.7) ~~1.03 revenue miles per capita per year based on the estimated functional population within the transit service area.~~

| *Fixed Route Public Transit* | *Initial* | *Future (as triggered by need)* |
|---|---|---|
| • Link 103 Altamonte Station | 15-minute headway (2013) | No Change |
| • Link 434 Crosstown | 60-minute headway (2010) | 30-minute headway |
| • SeminoleWAY RBT | N/A | 15-minute headway |

| *PickUpLine (PUL) Transit* | *Initial* | *Future (as triggered by need)* |
|---|---|---|
| • Tuskawilla/Red Bug Lake Rds | N/A | 60-minute headway (2 hr adv) |

**Policy 1.1.3**: Pedestrian Q/LOS. Presence of pedestrian path/sidewalk within ¼ mile of fixed route transit and Zones A and B. Gaps shall be identified as part of Capital Improvements programming evaluation and during development review for new and redeveloping projects.

**Policy 1.1.4**: *Bicycle Q/LOS.* Percentage of arterial and collector road corridors identified with bike lane or shared lane pavement markings and signage. When the percentage exceeds (25%) it shall be an indicator of the need to shift to the next quality level.

**Policy 1.1.5**: Continue to coordinate the City's efforts with FDOT to ensure the optimal operation of both the City's mobility strategy and the State's Strategic Intermodal System (SIS) facilities.

~~**Policy 1.1.4**~~**Policy 1.1.6**: Require a ~~traffic study~~Transportation Impact Analysis for all new development generating more than 300 annual average daily trips (AADT). Such study shall be conducted in accordance with written procedures provided by the City. (Cross Reference: See Transportation Element, Policy 1.11.2).

~~**Policy 1.1.6**~~**Policy 1.1.7**: Annually monitor the Q/LOS status of arterials, collectors, and all state roadways within the City by obtaining from the State and County their most recent traffic counts at points along all roadways that would be affected by development in the City.

~~**Policy 1.1.3**~~**Policy 1.1.8**: Monitor the functioning of the arterial and collector road system by use of the Florida Standard Urban Transportation Model Structure (FSUTMS) used by FDOT for travel demand forecasting so that collector road improvements may be scheduled according to valid priorities.

~~**Policy 1.1.5**~~**Policy 1.1.9**: Evaluate proposed development for compliance with mobility strategies ~~transportation concurrency~~ using established criteria.

~~**Policy 1.1.7**~~**Policy 1.1.10**: Continue to use standards and guidelines for permitting the payment of proportionate fair-share contributions to mitigate locally and regionally significant

transportation impacts consistent with Subsection 163.3180(16), F.S. Such standards and guidelines shall provide that the City shall not rely on transportation facilities in place or under actual construction more than three years after the issuance of a building permit, except as provided in Subsection 163.3180(16), F.S.

~~Policy 1.1.8~~Policy 1.1.11: Coordinate with the Florida Department of Transportation (FDOT) regarding methods by which the pedestrian orientation of the Town Center can be achieved. This coordination may include the possible reclassification of S.R. 434 through the Town Center as a Class II or Class III arterial, the potential designation of the facility between U.S. 17-92 to Vistawilla Drive as one where it would be appropriate to apply a policy constraint prohibiting future widening of the roadway, and/or examining the appropriateness of lowering the speed limit along a portion of the roadway. (Cross Reference: See Transportation Element, Policy 1.9.9 and Intergovernmental Coordination Element, Policy 1.3.1)

* * *

**Policy 1.2.1**: Require the d~~D~~esign and construction of ~~the~~ arterial roadways ~~system~~, through cooperation with the FDOT and Seminole County, to support and reflect adjacent land uses and development patterns, while ~~to provide high volume, multi-lane facilities with access controls, where appropriate, to~~ preservinge ~~the~~ through traffic carrying capacity of the facility.

* * *

**Policy 1.2.4**: Fund the collector road system by transportation impact fees.

* * *

**Policy 1.2.7**: Utilize appropriate access management alternative techniques to control arterial road access~~,~~ and reduce congestion~~, and preserve LOS~~. These techniques include but are not limited to the following:

- Limit access to roads by controlling the number and location of site access driveways;
- Cross access easements to adjacent properties where feasible; and
- Use of frontage or back-lot parallel access roads where feasible.

**Policy 1.2.8**: Design major roadways as complete streets~~transportation corridors~~ to enable safe, attractive, and comfortable access and travel fo all users, to the extent appropriate.~~;~~ ~~i~~Incorporate~~ing~~ bicycle ~~lanes,~~ and pedestrian facilities~~,~~ and transit features to achieve a true multimodal system while~~with the intent of~~ reducing greenhouse gas emissions. As funding becomes available, retrofit existing corridors to accommodate multimodal options.

**Policy 1.2.9**: Implement mobility strategies to maintain and achieve mobility within the citywide TCEA~~Maintain LOS and projected traffic circulation system demand through the year 2030~~ by undertaking the projects listed in this element and future transportation studies conducted for the City, as well as by encouraging the State, County, and METROPLAN ORLANDO to implement projects on the state/county highway system that support the City's mobility~~transportation~~ objectives.

* * *

**Policy 1.3.10**: Limit greenhouse gas emissions through the implementation of strategies to reduce the number of Vehicle Miles Traveled (VMT).

* * *

**Policy 1.5.1**: Strive to implement a livable transportation system within the City that includes multiple travel choices and the ability to move from one mode of travel to another with ease.~~Support safe and convenient on-site motorized and nonmotorized traffic flow, adequate pedestrian facilities and connections, and sufficient parking for both motorized and nonmotorized vehicles.~~

* * *

**Policy 1.5.7**: Require new development and redevelopment to provide safe, well lit, and efficient on-site motorized and nonmotorized traffic movements, sufficient parking, pedestrian facilities, and, as applicable, connections to adjacent sites and rights-of-way. Encourage increased land use densities and mixed uses, consistent with the Future Land Use Element to enhance the feasibility of transit and promote alternative transportation modes.

* * *

**Policy 1.5.15**: Continue to work with Seminole County and other organizations involved in the acquisition and development of trail systems within Seminole County to complete the missing link at Layer Elementary School at S.R. 419 and to add connecting linkages between established neighborhoods (such as the Highlands) and the Cross Seminole Trail.~~jurisdictions to convert the former railroad right-of-way into a corridor for alternative modes of travel within the City walking trails, bicycle paths, equestrian and recreation.~~

**Policy 1.5.16**: Plan for and facilitate the seamless integration of future multimodal transportation in Zone B, including BRT or similar transit circulator service, by requiring the inclusion of supportive facilities and amenities in the Greeneway Interchange District master plan, including deeded BRT corridor. (Cross Reference: See Future Land Use Element, Policy 3.1.4) ~~Adopt a Greeneway Interchange District (GID) master circulation plan prior to the issuance of any development approval in the portion of the GID west of S.R. 417.~~

**Policy 1.5.17**: Encourage the implementation of the S.R. 434 Crosstown bus route and linkage to the planned Central Florida Commuter Rail (SunRail). (Cross Reference: See Future Land Use Element, Policy 1.4.6 and Transportation Element, Policy 1.6.7)

**Policy 1.5.18**: Establish a ~~Trails~~Bicycle and Pedestrian Advisory Committee made up of residents who will work together to pursue the planning and implementation of an interconnected trail, pedestrian and bicycle circulation system, encourage increased use of non-motorized transporation in the City and make appropriate recommendations to the City Commission.

* * *

**Policy 1.7.5**: ~~Develop standards to e~~Ensure that development in the Town Center consists of pedestrian-sized blocks, as travel distance which is influenced by street connectivity has a big impact on whether a person decides to walk or not. (Cross Reference: See Future Land Use Element, Policy 2.2.1)

* * *

**Policy 1.9.10**: Coordinate with the FDOT and the City of Oviedo to establish a long term concurrency management system to address potential roadway deficiencies along S.R. 434 (east of S.R. 417), and prioritize roadway improvements for this corridor within a time fram of uop to ten years. The long term concurrency management system will be coordinated with the Capital Improvements Element and will include periodic monitoring of LOS conditions and funding status.

* * *

~~**Policy 1.11.6:**~~**Policy 1.11.1**: *Transportation Concurrency Exception Area (TCEA).* Consider the City in its entirety as being effectively established as a TCEA on July 8, 2009 by Senate Bill 360. This designation provides an exemption to transportation level of service requirements in an effort to support urban infill, development, redevelopment and the achievement of the City's redevelopment goals by addressing mobility, urban design, land use mix, and network connections. Transportation concurrency requirements are modified within the citywide TCEA to include integration and coordination among the various modes of transportation. Q/LOS shall be used for monitoring purposes, in order to identify where multi-modal improvements are needed, and not for development approvals based on capacity. (Cross Reference: See Future Land Use Element, Policy 1.3.2) ~~Consider conducting a study to determine the feasibility of implementing a Transportation Concurrency Exception Area (TCEA), Multimodal Transportation District (MMTD), or similar concurrency management alternative(s) for the Town Center, Greeneway Interchange District, and the developable land between the two areas, to encourage urban infill development. Such a study, following coordination with FDOT regarding the methodology, may include:~~

- ~~Establishing whether concurrency management alternatives are appropriate to help achieve the goals and objectives of the Comprehensive Plan;~~
- ~~Investigating the implementation of similar systems in jurisdictions with similar characteristics and issues;~~
- ~~Establishing guidelines for granting exceptions to transportation concurrency for urban infill development, urban redevelopment, downtown revitalization, or similar purpose allowed by Florida Statutes;~~
- ~~Evaluating possible mobility strategies that promote the purposes for which an exception may be proposed; and~~
- ~~Determining specific steps that would need to be undertaken by the City.~~

**Policy 1.11.2**: *TCEA Zones.* Implement the Winter Springs' TCEA as five (5) distinct Zones, designated as A, B, C, D & E, based on geographic location in relation to the City's existing transportation network, land use, transit readiness, and future mobility needs.

ZONE A

Zone A is identified as the Central Mobility Hub and is generally located at the heart of the City at the intersection of State Road 434 and Tuskawilla Rd. and coincides generally with the Town Center/Urban Central Business District, which is roughly bounded by Tuscawilla Office Park to

the south, Central Winds Park to the west, by Lake Jesup to the north, and by the Cross Seminole Trail pedestrian bridge to the East as shown on the TCEA Zone Map. Zone A includes major public facilities such as City Hall, Winter Springs High School, U.S. Post Office, Veteran's Memorial, Magnolia Park, and Central Winds Park. Zone A has an interconnected network of streets which connect into State Road 434 and Tuskawilla Rd, and it is also directly accessed by the Cross-Seminole Trail and by a LYNX fixed route (SR 434 Crosstown route). The goals of Zone A are fully described in the Future Land Use Element under Goal 2 (Town Center) and Goal 5 (Urban Central Business District) and the associated objectives and policies of each. This area supports a density of 36 dua (the highest in the City), and vertical integration of uses, along with integration of multi-modal transportation options. Zone A contains both built-up properties and vacant land suitable for new development. Public facilities and services are available, such as sanitary sewer, potable water, roads, and recreation areas.

ZONE B

*Zone B* is identified as the SeminoleWAY Hub and coincides generally with the Greeneway Interchange District roughly bounded by Zone C (Corridor Zone) to the south, Zone A (Central Mobility Hub) to the west, Lake St. to the north, and just beyond SR 417 to the East as shown on the TCEA Zone Map and also includes the Oviedo Market Place area.

The area is centered around the SeminoleWAY Interchange at SR 434 and also includes the Oviedo MarketPlace area located in the vicinity of the SeminoleWAY interchange at Red Bug Lake Rd.

The Zone is distinguished by its proximity to SR 417 (a Strategic Intermodal System or SIS), also known as SeminoleWAY and is expected to be heavily served by transit. The area contains primarily vacant land.

The goals of Zone B are fully described in the Future Land Use Element under Goal 3 (Greeneway Interchange District) and Goal 4 (Mixed Use) and the associated objectives and policies of each. The Zone is highly market-driven, oriented to certain target industries for the purpose of creating primarily an employment-oriented mixed use development. This area supports high intensity, and vertical integration of uses, along with integration of multi-modal transportation options.

Both Zone A & Zone B contain important job-generating economic features with a need for a supportive future land use pattern and mobility facilities in proximity to those economic assests.

ZONE C

Zone C is identified as the Corridor Zone. The corridor includes properties within ½ mile (2640 feet) of the centerline of State Road 434, extending from the western City boundary to the eastern City boundary, exclusive of those parcels included within Zone A or B and properties within ½ mile (2640 feet) of the centerline of U.S. 17-92, extending from the northern most City boundary to the southernmost City boundary. Zone C contains both built-up properties, properties suitable for redevelopment and some vacant parcels. Public facilities and services are available, such as sanitary sewer, potable water, roads, and recreation areas.

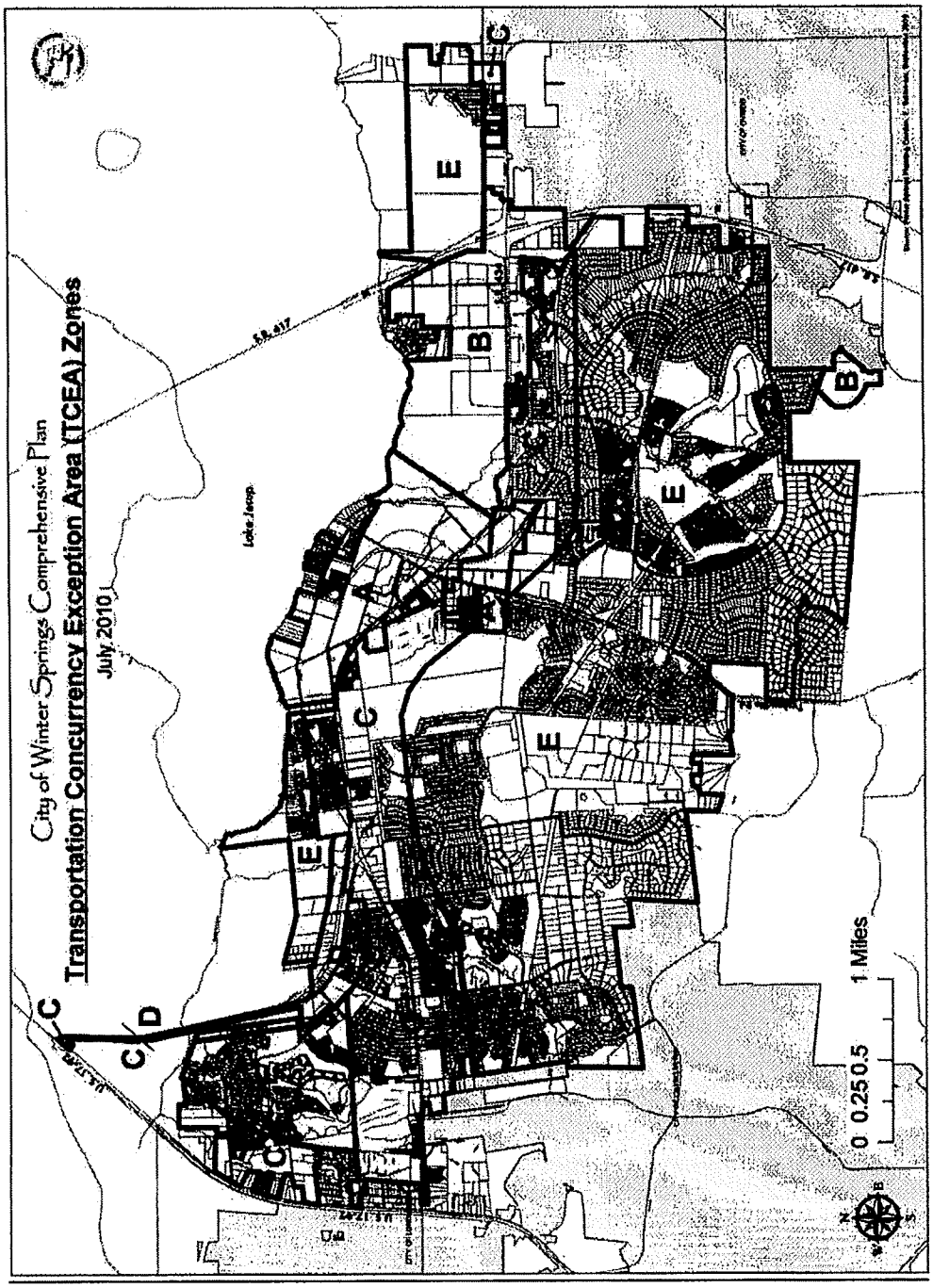
ZONE D

Zone D is identified as the State Road 419 Corridor. The corridor includes properties within 600 feet of the centerline of U.S. 17-92, extending from the northern most City boundary, exclusive of those parcels included within Zone C. Zone D contains both primarily built-up properties and

parcels suitable for redevelopment. Public facilities and services are available, such as sanitary sewer, potable water, roads, and recreation areas.

ZONE E

Zone E is identified as the Suburban Development District and includes the remaining area of the City, not previously included within any other zone. The area is mostly built-out and primarily includes established single family neighborhoods. The area is not expected to undergo any redevelopment or transition to higher density within the foreseeable future.



## Policy 1.11.3: Table of Appropriate Mobility Strategies and Mitigation Opportunities

| | TCEA Zones & Appropriate Mobility Strategies | Zone A Central Mobility Hub | Zone B Seminole WAY Hub | Zone C Corridor Zone | Zone D SR 419 Corridor | Zone E Suburban Devlpmt District |
|---|---|---|---|---|---|---|
| | **REQUIRED for ALL Development:** | | | | | |
| 1 | Sidewalk along the development frontage connecting the development to existing or planned public sidewalks; | X | X | X | X | X |
| 2 | Cross-access connections/easements or joint driveways, where available and economically feasible; | X | X | X | X | X |
| 3 | Deeding of land or conveyance of required easements along the property frontage to the City, as needed, for the construction of public sidewalks; | X | X | X | X | X |
| 4 | Closing of existing, excessive, duplicative, or unsafe curb cuts or narrowing of overly wide curb cuts at the development site; | | | X | | X |
| 5 | Deeding of land or conveyance of required easements within the property, as needed, for the addition or extension of a non-motorized multi-use trail; | | X | | | |
| 6 | Safe and convenient on-site pedestrian circulation such as sidewalks and ADA crosswalks connecting buildings and parking area at the development site; | X | X | X | X | X |
| 7 | Streetscaping/landscaping (including pedestrian-scale lighting, where relevant) on public rights-of-way or medians within the project site; | X | X | X | X | X |
| 8 | Deeding of land or conveyance of required easements within the property, as needed, for future bus rapid transit or other local circulator; | | X | | | |
| 9 | Compact mix of uses which are pedestrian friendly and are accessible without the use of the automobile ; | X | X | X | | |
| 10 | Roadways, bikeways, and pedestrian systems shall encourage travel between neighborhoods and access to transit without requiring the use of arterial roadways; | X | X | X | X | X |
| 11 | Deeding of land or conveyance of required easements along the property frontage to the City, as needed, for the construction of on-street parking. Not required if it would render the property unusable for development; | X | | | | |
| | **POSSIBLE OPTIONS FOR MOBILITY CREDITS, AS NEEDED** | | | | | |
| 12 | Deeding of land or conveyance of required easements along the property frontage to the City, as needed, for the construction of bus turn-out facilities and/or bus shelters. Such deeding or conveyance of required easements, or portion of same, shall not be required if it would render the property unusable for development. A transit facility license agreement (executed by the property owner and the City) for the placement of a bus shelter and related facilities on private property may be used in lieu of deeding or conveyance of easements if agreeable to the City. The license term shall be for a minimum of ten years; | X | X | X | | |
| 13 | Public sidewalks in priority areas as identified by the City, where no sidewalks exist, particularly within 1/2 mile of fixed transit lines; | X | X | X | X | X |

| | TCEA Zones & Appropriate Mobility Strategies | Zone A Central Mobility Hub | Zone B Seminole WAY Hub | Zone C Corridor Zone | Zone D SR 419 Corridor | Zone E Suburban Devlpmt District |
|---|---|---|---|---|---|---|
| | **POSSIBLE OPTIONS FOR MOBILITY CREDITS, AS NEEDED** | | | | | |
| 14 | Widening of existing public sidewalks in priority areas to increase pedestrian mobility and safety; | X | | X | | |
| 15 | Additional bicycle facilities over the minimum required by the land development code. Additional bicycle parking may be used to substitute for required motorized vehicle parking; | X | X | X | X | X |
| 16 | Deeding of land or conveyance of required easements, for the addition or extension of a non-motorized multi-use trail (Zone B); | | X | | | |
| 17 | Deeding of land or conveyance of required easements for the addition of bicycle lanes (particularly in Zones C & E); | | | X | | X |
| 18 | Land acquisition for expansion or better connectivity of the trail system (particularly in Zone E); | | | | | X |
| 19 | Deeding of land or conveyance of required easements for dedicated Rapid Transit System (RTS) circulator corridor in Zones A & B; | X | X | | | |
| 20 | Construction of SeminoleWAY intermodal Transit Facility in coordination with LYNX and the Expressway Authority; | | X | | | |
| 21 | Deeding of land or land acquisition for the use of a park and ride lot in priority areas as identified by the City (particularly in Zones B & C); | | X | X | | |
| 22 | Construction of park and ride facility with a minimum of 100 spaces including transfer station and restrooms/info center; | | X | X | | |
| 23 | Payments to the regional transit system or Seminole County for the capital and operating costs associated with a new Rapid Transit Service route or similar transit circulator service for Winter Springs; | X | X | X | X | X |
| 24 | Roadway capacity or safety projects in priority areas; | X | X | X | X | X |
| 25 | Intersection and/or signalized modifications... | | | X | X | |
| 26 | Funding of additional streetscaping/landscaping in priority areas, on public rights-of-way or medians, as identified by the City; | | | X | X | X |
| 27 | Pedestrian scale lighting in priority areas identified by the City; | | | X | X | X |
| 28 | Business operations with limited or no peak hour roadway impact; | X | X | X | X | X |
| 29 | Design or construction studies/plans for projects such as planned roundabouts, road connections, sidewalk systems, and/or bike trails; | X | X | X | X | X |
| 30 | Provision of matching funds for transit or other transportation mobility related grants; | X | X | X | X | X |
| 31 | Bike facilities at trail entry points or connecting transit lines; | X | X | X | X | X |
| 32 | Trail bridges spanning creeks or wetland areas; | | | | | X |

| | TCEA Zones & Appropriate Mobility Strategies, cont'd | Zone A Central Mobility Hub | Zone B Seminole WAY Hub | Zone C Corridor Zone | Zone D SR 419 Corridor | Zone E Suburban Devlpmt District |
|---|---|---|---|---|---|---|
| | POSSIBLE OPTIONS FOR MOBILITY CREDITS, AS NEEDED | | | | | |
| 33 | Transportation Demand Management program participation; | X | X | X | X | |
| 34 | Innovative transportation-related modification or standard acceptable and approved by the City; | X | X | X | X | X |
| 35 | Deeding of land or conveyance of required easements along the property frontage to the City, as needed, for the construction of bus turn-out facilities and/or bus shelters. A transit facility license agreement (executed by the property owner and the City) for the placement of a bus shelter and related facilities on private property may be used in lieu of deeding or conveyance of easements, if agreeable to the City. The license term shall be for a minimum of ten years; | X | X | X | X | X |
| 36 | Bus pass programs; | X | X | X | | |
| 37 | Ride sharing or van pooling; | | | | | X |
| 38 | Shared parking; | X | X | X | | |
| 39 | | | | | | |
| 40 | | | | | | |

~~**Policy 1.11.1:**~~**Policy 1.11.4:** Revise the land development code by July 9, 2011, related to concurrency administration and proportionate fair share contributions to include funding of mobility strategies within the DULA/TCEA in concert with the long term strategies for achieving and funding mobility adopted by Seminole County and the determination of proportionate fair share contribution based on projected VMTs~~Continue requiring that adequate transportation facilities to maintain the City's LOS standards be available to meet the traffic demands of all new development prior to the issuance of a final development order, in accordance with the Concurrency Management Provisions set forth in the Capital Improvements Element of this Plan.~~

~~**Policy 1.11.2:**~~**Policy 1.11.5:** Require that all ~~new~~ developments anticipated to generate 300 or more annual average daily trips (AADT) be required to submit a Transportation Impact Analysis~~Study~~. (Cross Reference: See Transportation Element, Policy 1.1.46)

~~**Policy 1.11.3:**~~**Policy 1.11.6:** Require new development, regardless of size, to provide operational improvements to the City' transportation system to mitigate their impacts on the system, to ensure smooth traffic flow, and to aid in the elimination of hazards. Improvements may include, but are not limited to: providing added connectivity, the addition of turn lanes, deceleration lanes, signage, signals and pavement markings, and contributions to the City's multimodal system.

~~**Policy 1.11.4:**~~**Policy 1.11.7:** Require that transportation facilities needed to serve new development are in place, or under actual construction, within 3 years after the approval of a building permit, or its functional equivalent that results in traffic generation. The only exceptions to this policy are those described in Subsection 163.3180, F.S.

~~**Policy 1.11.5:**~~**Policy 1.11.8:** Maintain records to determine whether any 110% de minimis transportation impact threshold is reached, pursuant to Subsection 163.3180(6), F.S. A summary of these records shall be submitted with the annual Capital Improvements Element update.

**Policy 1.11.9**: Annually determine the City's percentage of achievement of mobility strategies and multimodal Q/LOS.

**EXHIBIT "C" TO ORDINANCE 2010-18**

***Intergovernmental Coordination Element***

* * *

**Policy 1.2.3:** Review the actions of other local governments as to the impact of such action on City LOS standards and mobility strategies.

* * *

**Objective 1.3:** ***Transportation Coordination.*** The City shall continue to coordinate its transportation planning and mobility strategies with affected governmental agencies and jurisdictions.~~, including the Seminole County School Board, to aid in meeting the Goals, Objectives, and Policies of the Comprehensive Plan regarding transportation planning.~~

* * *

**Policy 1.3.6:** Continue to coordinate in the ongoing development, monitoring and implementation of mobility strategies with Seminole County and the cities within Seminole County, to ensure the availability of multiple modes of transportation within the City. ~~Continue coordination of the City's transportation system with Seminole County through the existing interlocal agreement, which resolves conflicts and ensures cooperation on the following issues:~~

~~• Assigning access permit jurisdiction for roadways within the City limits which are not included in the Florida Department of Transportation Road System Classification list, but which appear in the County's Traffic Circulation Plan.~~

~~• Initiating conflict resolution procedures to resolve inconsistencies between the City's LOS standards for roadways and the County's adopted LOS standards. Providing a method of prioritization of needed improvements on those roadways which impact and serve primarily City residents, but which are under the jurisdiction of Seminole County.~~

~~• Determining jurisdictional authority for roadways and other rights-of way which are "half in, half out" of the City limits.~~

**Policy 1.3.7:** Promote the development of a bus rapid transit (BRT) line or light rail along S.R. 417 (SeminoleWAY) through interagency coordination with METROPLAN ORLANDO, Seminole County, LYNX, and the Florida Turnpike Enterprise to provide convenient, regional access to the City's Greenway Interchange District. (Cross Reference: See Future Land Use Element, Policy 3.1.3)

~~**Policy 1.3.7**~~**Policy 1.3.8**: Work with the School Board to maximize efficient use of existing and planned roads to avoid sprawl development, during participation in future school site selection as identified in the *2007 Interlocal Agreement for Public School Facility Planning and School*

*Concurrency As Amended January 2008.* (Cross Reference: See Public School Facilities Element, Policy 1.7.1)

* * *

**Policy 1.4.7**: Review the actions of other local governments as applicable, for their impact on City LOS standards and mobility strategies.

**EXHIBIT "D" TO ORDINANCE 2010-18**

***Capital Improvements Element***

**GOAL 1:** Provide public facilities and services which protect and promote the public health, safety and general welfare of Winter Springs' residents in a sustainable manner and which support mobility strategies, while accommodating desired future growth and redevelopment at acceptable Levels of Service.

**Objective 1.1:** ***Annual Review.*** The City shall annually review and modify its Capital Improvements Element to ensure the financial feasibility and timely provision of capital facilities needed to maintain Level of Service (LOS) standards and to guide the City's capital and operating expenditures on mobility toward achieving the stated goal of mobility and reduction of the City's level of greenhouse gases emissions.

* * *

**Policy 1.1.3**: Define capital projects as those projects identified within the other elements of the Comprehensive Plan that are necessary to meet established LOS and to support mobility strategies, increase the capacity or efficiency of existing infrastructure, replace failing infrastructure or enhance facilities and infrastructure that generally have a cost exceeding $50,000.

**Policy 1.1.4**: Include and fund capital projects for the following facilities and infrastructure in the SCI:

- Transportation (Mobility Strategies)
- Stormwater Management (Drainage)
- Sanitary Sewer
- Solid Waste
- Potable Water
- Parks and Recreation

* * *

**Policy 1.1.9**: Consider capital projects for school capacity improvements included in the Seminole County School Board's Five-Year Capital Improvement Plan adopted September 9, 20092~~008~~ for the fiscal year 2009-20102~~008-2009~~ through 2013-20142~~012-2013~~ as included herein by reference.

**Objective 1.2:** ***Level of Service (LOS) and Mobility Strategies.*** The City shall utilize Level of Service (LOS) criteria and mobility strategies defined in the various elements of this Plan when determining the timing and funding of capital projects and to assist in determining a fair share that a development should contribute to the achievement of mobility strategies. The City must demonstrate that the LOS standards will be achieved and maintained by the end of the five-year

planning period. A deficiency is a facility of service that does not meet (is operating below) the adopted Level of Service (LOS) standard. Within the citywide TCEA, mobility strategies as detailed in the Transportation Element shall apply, which include Quality/Levels of Service (Q/LOS) for monitoring purposes. The City shall annually evaluate whether conditions that trigger the need to alter Q/LOS standards (as identified in the Transportation Element) have been achieved. If so, necessary improvements shall be included in capital or operating budgets and within the Capital Improvements Element.

**Policy 1.2.1**: Adopt LOS standards and mobility strategies for facilities and infrastructure as follows:

a. Transportation (Mobility Strategies)~~Facilities~~ Within the citywide TCEA, mobility strategies (as detailed in the Transportation Element) shall apply.~~Require the following minimum LOS standards for Transportation facilities based on average daily trips:~~ (Cross Reference: See Transportation Element, Policy 1.1.1)
   - ~~Limited Access Roads: as prescribed by FDOT~~
   - ~~Arterials: LOS D~~
   - ~~Collectors: LOS D~~

* * * * *

**Policy 1.2.2**: Evaluate proposed land use amendments to determine the compatibility of those amendments with the adopted LOS standards, mobility strategies, and with available funding for implementing improvements that would be necessary pursuant to such land use amendments.

**Policy 1.2.3**: Consider the following thresholds to target initiation and budgeting of construction and/or purchase of capital facilities to meet projected future needs based on adopted LOS standards:

- ~~Roadways - Volumes are at 90 % of adopted LOS capacity.~~
- Sewer – 75 % of available capacity is being utilized.
- Water – 75 % of available capacity is being utilized.
- Stormwater – Adoption of TMDL Master Plan.
- Recreation and Open Space – Park lands when 95 % of available land area is utilized or when 90 % of the population exists in areas in need of new park acreage.

* * *

**Objective 1.4:** ***New Development to Bear a Proportionate Cost.*** New development shall bear a proportionate cost of public facility improvements in order to maintain adopted level of service (LOS) standards and mobility strategies.

* * *

**Policy 1.4.2**: Guarantee the timely installation of capital improvements required to meet LOS and mobility strategies which are to be funded by a developer, in an enforceable development agreement, interlocal agreement, or other enforceable agreement.

Execute such agreements under the City's constitutional home rule power as authorized in Chapter 166, Florida Statutes or as otherwise authorized by law.

**Policy 1.4.3**: Require a development agreement and/or development to proceed in more than one phase, when appropriate, to ensure that LOS standards are maintained and mobility strategies implemented.

* * *

**Policy 1.4.5**: Require new developments to be responsible for installing all internal potable and reclaimed water and sewer systems, vehicular, bicycle, and pedestrian circulation systems, and internal recreation/open space facilities within their development. Connecting internal systems to designated major potable and reclaimed water and sewer trunk systems and vehicular, bicycle, and pedestrian circulation network is the financial responsibility of the developer. (Cross Reference: See Transportation Element, Policies 1.5.3; 1.5.4; and 1.5.13)

* * *

**Policy 1.5.6**: Continue to participate in METROPLAN ORLANDO to ensure funding distribution for transportation projects and mobility strategies identified in the SCI.

* * *

**Objective 1.7:** ***Concurrency Management.*** The City shall continue to operate a Concurrency Management System for the review of all proposed developments within the City. As part of the City's Concurrency Management System, the City will help facilitate school concurrency review by the School Board and shall rely upon the School Board to determine and report to the City if school capacity is available.

The concurrency evaluation system shall measure the potential impact of any proposal for a development permit or order upon mobility strategies and the established minimum acceptable levels of service (LOS) for public schools, sanitary sewer, solid waste, drainage, potable water, and parks and recreation~~, and transportation~~ facilities, unless the development permit or order is exempt from the review requirements of this section. No development permit or order which contains a specific plan of development, including densities and intensities of development, shall be issued unless adequate public facilities are available to serve the proposed development as determined by the concurrency evaluation set forth in this section.

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# Florida's Revised Growth Management Law Aims to Stimulate the Economy

*Darrin F. Taylor**

**The controversial revisions to the growth management law do not remove transportation concurrency and the state's development of regional impact process for all local governments. This article explains how the bill provides incentives to direct development back to the state's urban areas where infrastructure is in place.**

Florida Senate Bill 360 — entitled the Community Renewal Act and now codified as Ch. 2009-96, Laws of Florida — was signed into law by Governor Charlie Crist on June 1, 2009. This bill enacts significant changes to Florida's growth management laws with an expressed intent to stimulate the state's economy. The bill provides incentives to direct new development back to the state's urban areas where infrastructure is in place, thereby discouraging sprawling development patterns.

However, following several editorials in the state's major newspapers, some may think SB 360 removed transportation concurrency and the development of regional impact ("DRI") process statewide. This is not the case.

There are many other misconceptions and questions that have been raised since the passage of this bill. This article is intended to provide answers to some of these questions, present a detailed explanation of the bill, and provide guidance to local governments and impacted developers. In that course, this article relies upon the interpretation of the bill by Department of Community Affairs ("DCA") Secretary Tom Pelham in relation to how it will be implemented.

However, due to the complexity and the level of change initiated by SB 360, there are many policy decisions that the state and local governments will need to make before the bill's ramifications are fully understood.

## The Purpose of Senate Bill 360

Faced with an economic downturn and the need to quickly stimulate the economy, the Legislature undertook an early consideration of significant changes in growth management laws. Representatives from the planning, environmental and business communities (including the DCA) all testified that some level of change was needed to help direct growth and development to urban areas. Transportation concurrency was cited as the main obstacle to directing growth to the state's urban areas. Exempting urban areas from the DRI process was also seen as a major incentive.

*Darrin F. Taylor is a Certified Planner and Government Consultant in Carlton Fields' Tallahassee Office. Contact him at dtaylor@carltonfields.com.


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To provide relief to all local governments, the Legislature removed two prohibitions on comprehensive plan amendments. Those restrictions were related to public school facility planning (sanctions removed) and the capital improvements schedule (deadline extended until December 12, 1011).

## Dense Urban Land Areas

SB 360 created a new term in growth management law called "dense urban land areas" or DULAs. To become a DULA, a municipality or a county must have at least 1,000 persons per square mile and a minimum population of 5,000. The 1,000 persons per square mile standard is derived from the U.S. Census' definition for an urbanized area. For a county to qualify as a DULA, all municipalities and the unincorporated areas are combined to establish the density per square mile statistic. If a county qualifies as a DULA, then all municipalities in the county also qualify as a dense urban land area. DULAs are established annually and additional annexations may affect the designation.

The major incentives in SB 360 — exemption from state mandated transportation concurrency and DRI review — are given to DULAs specified below. For a designated municipality, the incentives automatically apply to the entire jurisdiction. For a designated county, the incentives are automatic but are limited to its current urban service area.

The definition of urban service area also changed in SB 360 (discussed herein), but the bill grandfathered the adopted urban service areas and urban growth boundaries within designated communities.

An exemption to the 1,000 persons per square mile standard is given to a county and its municipalities with a combined population of at least one million people. Currently, Broward, Dade, Hillsborough, Orange and Palm Beach are the only counties with a population of at least one million people. All of those counties, except Palm Beach, already meet the 1,000 persons per square mile standard.

The Office of Economic and Demographic Research had until July 1 to determine which local governments met the DULA criteria and the DCA posted the list on July 8, 2009. The list of designated communities includes 238 out of 411 municipalities and eight counties (Broward, Duval, Hillsborough, Miami-Dade, Orange, Palm Beach, Pinellas, and Seminole). All local governments will be re-evaluated annually. If a local government annexes additional land, it must notify the Legislature of the amount of land and the impact on population. Annexations are the most likely reason for a municipality to lose its DULA designation.

## What This Means in Practice

- The SB 360 incentives automatically apply for the entire boundary of a designated city, but are limited to the existing urban service area of a designated county. Thus, developers with property in one of the eight designated counties considering using the incentives mentioned need to ensure that they are located within the urban service area for the incentives to apply.
- The DULA designation is re-evaluated annually. The law will result in local governments and developers closely monitoring proposed annexations to ensure that the designation is not jeopardized by decreasing the density per square mile statistic below 1,000 people.


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## Urban Service Areas

SB 360 revises the definition of an urban service area ("USA"). The new definition is a built up area where public facilities, such as central water, sewer and roads, are in place or are committed in the first three years of the capital improvement schedule. This definition is more restrictive than the current definition by limiting the USA to built-up areas and excluding areas that are planned for services in the comprehensive plan's planning timeframe. However, for the eight designated counties, the definition grandfathers the adopted urban service areas or urban growth boundaries in the comprehensive plan. It also includes the non-rural area of a county which has adopted into the county charter a rural area designation.

Non-designated municipalities and counties also have the opportunity to utilize the SB 360 incentives but in limited areas. These local governments may adopt a plan amendment to designate a USA that meets the new definition. The local government must also designate where the TCEA and DRI exemption would apply, in order to take advantage of those incentives.

## What This Means in Practice

- All non-DULA local governments have the option to designate a USA for the purposes of creating a TCEA and DRI exemption area but its application is limited to built-up areas where water, sewer and roads are in place or are committed in the first three years of the capital improvement schedule.
- Development proposed in Orange, Palm Beach, Broward, Miami-Dade, Duval, Seminole, Pinellas and Hillsborough can take advantage of the SB 360 incentives in the larger/grandfathered urban service areas or urban growth boundaries.

## Transportation Concurrency

Most of the questions regarding SB 360 are related to transportation concurrency. As a point of clarification, the Legislature did not remove all transportation concurrency in the state. The Legislature did establish automatic TCEAs in designated DULAs only. However, the DCA interprets the law as only removing state mandated concurrency, but leaves intact locally adopted concurrency provisions.

The DCA takes the position that a local government must amend its comprehensive plan in order to implement the concurrency exemption; otherwise the policies remain in effect. All DULAs must meet new requirements to change their concurrency requirements to "mobility" requirements by July 8, 2011. For all other local governments, SB 360 gave the option of establishing a TCEA, but only in limited areas.

For a designated municipality, the TCEA applies to the entire jurisdiction. For a county, the TCEA is limited to the USA as defined in the bill. There are three exceptions added for Pinellas, Broward and Miami-Dade Counties. For Pinellas County the TCEA boundary applies to the entire jurisdiction because Pinellas does not have a USA in the comprehensive plan. For Broward, the TCEA does not apply to its transportation concurrency districts because mobility programs are already in place. For Miami-Dade, the TCEA does not apply because the county has already exempted more than 40 percent of the area inside its urban service area from transportation concurrency for the purpose of infill development.

A non-designated municipality can estab-


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lish a TCEA under the new requirements within a USA that meets the new definition, an urban infill area, a community redevelopment area, and/or an urban infill and redevelopment area. A non-designated county can establish a TCEA under the new requirements within a USA that meets the new definition, an urban infill area, and/or an urban infill and redevelopment area. A comprehensive plan amendment is required to establish a TCEA within a non-designated local government.

One of the reasons SB 360 has created so many questions is because the TCEA is established in advance of the local government developing land use and transportation strategies to implement the exception area. SB 360 gives local governments two years from the TCEA designation (or July 8, 2011 for local governments on the initial list) to adopt the required strategies. Those strategies must support and fund mobility within the exemption area, including alternative modes of transportation.

The DCA interpretation slows the clock for local governments, allowing them to remain under their current concurrency requirements up to two more years. Most will, but some jurisdictions, notably Orange County takes our legal position that all concurrency — state and local concurrency rules within its existing USA is now gone.

The DCA interpretation also leaves in place the requirements for analyzing and supporting comprehensive plan amendments because any comprehensive plan amendment must be internally consistent with the comprehensive plan requirements as adopted including transportation concurrency.

As a downside, the DCA interpretation limits a local government's opportunity in the short term to implement the concurrency exemption as an economic stimulus tool as amending the comprehensive plan would require at least a year from conception to completion.

Finally, SB 360 is viewed as reinforcing the local government's home rule powers on how to address concurrency, thereby strengthening the local government's authority to determine its own destiny. Nothing limits the local government's home rule power to adopt ordinances or impose fees. It also does not affect any contract, agreement or development order entered into before the creation of the TCEA unless a DRI developer wants to rescind its DRI pursuant to s.380.115(1).

It is clear that SB 360 does not relieve local governments, and thus developers, from having to address mobility in the TCEA. The local government has a maximum two year window to determine how mobility will be maintained in the exception area and must consider more than the movement of automobiles in determining how adequate capacity will be achieved.

SB 360 also clarifies the level of service to be achieved in a TCEA. If the TCEA has been designated and maintained in accordance with s. 163.3180(5), then the comprehensive plan and plan amendments shall be deemed to achieve and maintain the level of service standards for transportation.

SB 360 also modified the current TCEA requirements (not under 360). The existing provisions require that a local government consult the DCA and Department of Transportation ("DOT") to determine the impact of the proposed TCEA on SIS facilities. Under SB 360, the local government must also


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consider the impact to regionally significant transportation facilities as well.

Finally, for a project certified for job creation under subsections 288.0656 or 403.973, F.S., any city or county, after consultation with the DOT, may allow for a waiver of transportation concurrency for the project's impacts. The DCA has stated that a local government does not need to adopt a comprehensive plan amendment in order to utilize this concurrency waiver.

## What This Means in Practice

- The DCA's interpretation of the TCEA designation does not restrict a local government's home rule powers. Local governments have many options for addressing mobility, including retaining the current concurrency requirements for up to two more years.
- A designated community has a two year window to develop land use and transportation strategies including funding mobility. A designated local government must adopt these strategies into its comprehensive plan.
- Developers in a designated community will need to be proactive, meeting with staff to determine any changes about how transportation will be analyzed and the mitigation required. However, it would not be surprising if local governments keep the requirements currently in place for two more years.
- Projects in a designated community may be called upon to do more than previously required. Local governments are laying off staff in response to budget shortfalls, so projects teams may be required to help develop the land use and transportation strategies required for the TCEA. This is not limited to smaller local governments. Layoffs are occurring in many jurisdictions across the state.

## Developments of Regional Impact

The Legislature automatically exempted from DRI review all new projects within a DULA with some limited exceptions. For a designated municipality, the exemption applies to the entire jurisdiction. For a designated county, the exemption is limited to the USA, except for Pinellas County where the exemption applies countywide.

Similar to TCEAs, local governments not designated a DULA have the option of establishing DRI exemption areas within their comprehensive plans through a plan amendment. Municipalities may establish DRI exemption areas in urban infill, community redevelopment, downtown revitalization, urban infill and redevelopment and USA or urban service boundaries as defined. The same applies for counties within an urban infill, urban infill and redevelopment and USA as defined by the law change.

The DRI exemption does not apply for areas of critical state concern, within two miles of the Everglades Protection Area, and in the Wekiva Study Area. If a project in the DRI exemption area is 120 percent of the existing DRI thresholds, then the development order must be sent to the DCA which may appeal the development order, only if it is inconsistent with the local comprehensive plan. If a project is located partially outside of the DRI exemption area, then the entire project must undergo DRI review.

Any previously approved DRIs within an exemption area are still in effect, but the


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developer has the option to seek a rescission of the development order pursuant to s. 380.115(1), F.S. If the developer has mitigated for all development built-to-date, then the local government must rescind the development order.

For projects currently seeking DRI approval, the developer has the option to remain in the DRI process, or withdraw from the process. If a comprehensive plan amendment is required, then the amendment is exempt from the twice per year limitation on plan amendments for the year following the effective date of the DRI exemption.

If a local government loses its DULA status, then any pending development approvals with a complete application may continue under the DRI exemption as long as the project is seeking approval in good faith or is approved.

There are two additional changes in SB 360 for DRIs. First, the level of service in the DRI transportation methodology must be the same level of service used to evaluate concurrency in accordance with s.163.3180, F.S. For most areas of the state, this does not result in a methodology change. Second, the impacts of a project that has an established funding agreement with the Governor's Office of Tourism, Transportation and Economic Development for over $50 million are exempt from DRI review, even if the project is located within a DRI. This is the new "medical city" within the Lake Nona DRI in Orange County

### What This Means in Practice

- For developers, the main advantage of the DRI exemption is the removal of costly extra jurisdictional impacts from the review. Developers can focus an impact analysis on the local government where the project is located. The exemption also removes costly agency review and the uncertain requirement for a DRI-level affordable housing analysis. For local governments, especially counties, this lack of accounting for extra-jurisdictional impacts is of great concern.
- A project that would have exceeded 120 percent of the DRI threshold must submit its development order to the DCA for review. The DCA may appeal the development order only if it finds it to be inconsistent with the comprehensive plan. For a project that meets this threshold, the development team and local government staff should carefully review the comprehensive plan provisions including consistency with the Intergovernmental Coordination Element. The DCA may look to enforce the intergovernmental coordination provisions, especially where the local government requires such coordination. Expect to hear from the DCA if organized groups have fought the project on comprehensive plan consistency grounds.
- It is anticipated that most DRIs in the pipeline within a DULA will choose to withdraw their application. SB 360 allows any accompanying comprehensive plan amendment to continue out of cycle if the amendment is transmitted within a year from the exemption.
- It is recommended that all DRIs within a DULA be reviewed to determine whether a rescission is the best option. To rescind, the DRI must have mitigated for all impacts up to the level of development currently built. If this is the case, the local government must rescind.
- To rescind a DRI, the local government


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must agree that all mitigation has occurred up to the level of development built. This will require some discussions with the local government. Also, for older DRIs, it may be difficult to determine what mitigation was required for the development currently built.

- Before a rescission is pursued, the developer needs to analyze the underlying land use in the comprehensive plan and the accompanying zoning. Many DRIs are designated as "DRI" on the future land use map which could create an issue for the local government and may necessitate a comprehensive plan amendment. Entitlement and mitigation vesting issues should also be carefully considered before a rescission is pursued.

## Comprehensive Plan Amendments

The Legislature addressed two major obstacles for comprehensive plan amendments in SB 360. First, the deadline for local governments to adopt a financially feasible capital improvements schedule update was extended to December 1, 2011. This removes the prohibition on comprehensive plan amendments until 2011. Local governments are still required to adopt annual updates but there is no penalty until December 2, 2011.

Second, for school concurrency, the Legislature removed the prohibition to amending the future land use map if the local government has not addressed public school requirements. Instead, the DCA can ask the local government and school board to establish cause for failing to act, and may take the matter to the Administration Commission.

In addition to removing the prohibition on plan amendments, SB 360 expanded options for addressing school concurrency. The waiver from school concurrency was expanded to permit a waiver even if the growth rate exceeds 10 percent, if the student enrollment is less than 2,000 students, and the 10th year capacity rate for the school district will not exceed 100 percent capacity. SB 360 also permits, for the first three years of school concurrency implementation, the use of portable facilities to be included as part of school capacity, provided the portables were purchased after 1998 and they meet the standards for long term use pursuant to s.1013.20, F.S.

Finally, the construction of a charter school that complies with s. 1002.33(18), F.S. is considered acceptable mitigation for an impact on public school capacity.

## Additional Changes in SB 360 for Comprehensive Planning

- The Intergovernmental Coordination Element must provide a dispute resolution process for addressing intergovernmental disputes;
- A glitch in the definition of "in compliance" was addressed by deleting a reference to adopting an educational facilities element;
- A local government must allow a rezoning to move forward concurrently with a comprehensive plan amendment if requested by the applicant at the time of application. The rezoning is contingent on the comprehensive plan or plan amendment being transmitted and becoming effective;
- Amendments to designate an urban service area as a TCEA and to designate an area exempt from DRI review are


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exempt from the twice-per-year limitation on comprehensive plan amendments; and

- All local governments may use the alternative state review process in s.163.32465, F.S. to designate an urban service area pursuant to the new definition.

## Two Year Extension of Permits

The Legislature provided a two year extension to many permits issued in the state that expire between September 1, 2008 and January 1, 2012. This includes an extension of DRI development phasing and improvements.

Specifically, permits issued by the Dept. of Environmental Protection or a water management district (issued under Chapter 373 Part IV, F.S.), and a local government-issued development order or building permit, or build-out dates and build-out date extensions previously granted under s. 380.06(19) (c) F.S., that meet the dates above are extended and renewed for a period of two years following its date of expiration. This includes a two year extension of commencement and completion dates for any required mitigation so the improvement takes place in the same timeframe as originally permitted.

In order to qualify for an exemption, the permit holder or authorized agent must notify the authorizing agency in writing by December 31, 2009, identifying the authorization for which the permit holder intends to use the extension and the anticipated timeframe for acting on the authorization.

Permit extensions do not apply to permits issued by the Army Corps of Engineers, a permit in significant noncompliance with the conditions of the permit as established through a warning letter, formal enforcement or other equivalent action, or an extension that would delay compliance with a court order.

Permits extended under SB 360 continue to be governed by the rules in effect at the time the permit was issued, except when it can be demonstrated that the rules in effect at the time the permit was issued would create an immediate threat to public safety or health.

## What This Means in Practice

- A developer has until the end of 2009 to claim the two year extension. The developer or its agent must notify the local government or permitting agency in writing to extend any eligible permits. The developer cannot use this extension if it fails to notify the permit agency in writing by December 31, 2009.
- To be eligible, the permit must expire between September 1, 2008, and January 1, 2012.
- It is recommended that the developer also record a document in the public records establishing that it used the two year permit extension, for a development order, phasing or build-out extensions.
- The extension of state permits is limited to those issued under Chapter 373 Part IV, F.S. such as ERP permits.
- The local government permits eligible for an extension are more open ended than the extension of state permits.

## Impact Fees

SB 360 allows a local government to


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decrease, suspend or eliminate an impact fee with less than 90 days notice. The Legislature also amended requirements for challenging an impact fee. In HB 227, the Legislature established in any action challenging an impact fee, the local government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee meets the requirements of state legal precedent or this section.

### Mobility Fees

Part of the rationale for suspending transportation concurrency was the need to transition to a mobility fee system. The Legislature is eager to take up this issue in the 2010 Session and has directed the DCA and the DOT to develop a joint report on a mobility fee methodology study by December 1, 2009. The report is to include recommended legislation and a plan to implement the mobility fee as a replacement for transportation concurrency.

### What This Means in Practice

- Mobility fees will be a major issue in the 2010 Session. It will be important to monitor what is recommended in the mobility fee report to the Legislature.
- At this point, it is not certain how the program will be implemented. Nor is it known whether it will be implemented statewide or phased, what funding options and cost sharing will occur or what the cost of the fee will be.

### Other Changes in SB 360

The Legislature has prohibited local governments from adopting or maintaining an ordinance or rule that establishes standards for security cameras requiring a business to expend funds to enhance the services or functions provided by local government unless specifically provided by general law. This does not limit the ability of a local government to adopt standards in publicly operated facilities (such as airports and port facilities), including private businesses operating within public facilities

The Legislature has also required local governments to submit a copy of the revision of the charter boundary article through annexation or contraction to the Office of Economic and Demographic Research along with a statement of the population census effect and the affected land area. This is in response to the requirement for the state to determine annually whether a local government qualifies for dense urban land area status.

Finally, SB 360 includes affordable housing provisions. As a compromise on the last day of the session, a separate affordable housing bill was added. This resulted in a glitch regarding changes in density in rural areas.

The law change requires local government land development regulations to "maintain the existing density of residential properties or recreational vehicle parks, if the properties are intended for residential use and are located in the unincorporated areas that have sufficient infrastructure, as determined by a local governing authority, and are not located within a coastal high-hazard area under s.163.3178."

Although it is not likely that this is a prohibition of increasing residential density in unincorporated areas, this glitch could be used as a rationale to challenge a project. This provision will most likely be amended in the next legislative session


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## Conclusion

This summary represents the implications of SB 360 based upon a review of the law, discussions with other practitioners and the interpretations provided by the DCA. There are many decisions and clarifications that will occur throughout the year that will shed further light on these issues.

A legal challenge has been filed by some local governments, led by the City of Weston, questioning whether the legislation is constitutional. In addition, under the DCA interpretation, each designated local government has the authority under home rule powers to determine how to implement the statute, especially the concurrency provisions.

Finally, the DCA and the DOT are required to move forward through the end of this year in developing a unified strategy for implementing a mobility fee system in the state.


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# CONSENT AGENDA ITEM 306

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Appproval of the Minutes from the Monday, October 23, 2023 City Commission Regular Meeting

## SUMMARY

N/A

## FUNDING SOURCE

## RECOMMENDATION

Staff recommends the City Commission approve the October 23, 2023 City Commission Regular Meeting Minutes as presented.

# CITY COMMISSION
## REGULAR MEETING MINUTES

UNAPPROVED

**MONDAY, OCTOBER 23, 2023 AT 6:30 PM**

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

**CALL TO ORDER**
Mayor Kevin McCann called the Regular Meeting of Monday, October 23, 2023 of the City Commission to order at 6:31 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

**Roll Call:**
Mayor Kevin McCann, present
Deputy Mayor Rob Elliott, present via telephone
Commissioner Matt Benton, present
Commissioner Victoria Colangelo, present
Commissioner Ted Johnson, present
Commissioner Cade Resnick, present
Interim City Manager Phil Hursh, present
City Attorney Anthony Garganese, present
City Clerk Christian Gowan, present

Pastor Bob Melhorn led the invocation followed by the Pledge of Allegiance.

Mayor McCann asked if there were any changes to the agenda. Commissioners asked that Items 303, 305, 306, and 308 be discussed prior to the approval of the Consent Agenda, and Commissioner Resnick requested that Item 304 be pulled from the Consent Agenda and added to the Regular Agenda. There was no objection, and the agenda was adopted.

**AWARDS AND PRESENTATIONS**
**100) Update on Tuskawilla Crossing Retention Pond**

Mr. David Hamstra, Pegasus Engineering shared information about a Tuskawilla Crossings Pond (#1) that had failed August 31, 2023, reviewed the repair project needs, and estimated $1 - 1.5 million dollars would be required for repairs.

Discussion followed on the City's maintenance responsibilities, ongoing research into pond ownership, and the possibility of improper design or construction.

Attorney Garganese noted that there was no remedy available to the City through a maintenance bond, reviewed the City's approval of plans, and commented on the technical engineering considerations that would have to be analyzed to determine any cause for action.

Mr. Hamstra noted that it was too premature to determine if the break was a result of construction or design defects.

Further discussion followed on nutrient removal systems, the involvement of the St. Johns River Water Management District (SJRWMD), maintenance schedules, warning signs that could have indicated a collapse, legal recourse, and the funding source for this repair.

Interim Manager Hursh noted that there was not a schedule of maintenance for every pond in the City and noted the funds for repair would come from the Third Gen Infrastructure Sales Surtax.

Regarding legal recourse, Attorney Garganese noted that absent a full investigation, it was not possible to immediately determine and reiterated that the City had accepted the pond after construction and agreed to maintain infrastructure.

Discussion followed on different types of maintenance, staffing needs associated with regular inspections, and the susceptibility of wet ponds to damage.

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Brief discussion followed on the exposure of inadequate stormwater systems throughout the City as a result of Hurricane Ian and the importance of continuing to focus on this as a top priority.

**INFORMATIONAL AGENDA**
**200. Not Used**

**PUBLIC INPUT**
*Mayor McCann opened Public Input.*

*Ms. Leah Weisman, 113 BrookshireCourt, Winter Springs noted her repeated attendance at meetings and seeking further information about No Name Creek and cleaning efforts.*

Interim Manager Hursh noted the City was currently moving to address No Name Creek and Mayor McCann asked if Staff could reach out to further discuss with Ms. Weisman.

*Mr. Frank Amato, 706 Highgate Drive, Winter Springs 1973 noted questions regarding his HOAS's restrictions and covenants and his efforts to determine which of two versions prevailed.*

Commissioner Resnick noted reaching out to Attorney Garganese and Interim Manager Hursh to review this matter. Attorney Garganese noted he was still working to determine if this was a City issue or a private matter.

*Mr. Chris Bailey, 936 Arabian Avenue, Winter Springs thanked Commissioner Colangelo and spoke about a requested encroachment agreement.*

*Ms. Gina Shafer, Winter Springs Village, Winter Springs shared her understanding that after the Blake there would be no more apartments from the developer nearby, noted her opposition to granting of conditional use permits, discussed water intrusion concerns, and noted she had not received follow-up regarding previously shared Waste Pro concerns.*

*Mr. Art Gallo, 199 Nandina Terrace, Winter Springs reviewed participation in Citizen Police Academy and encouraged residents to attend, noted and objection to some Slide 5 presented during Item 100 referring to a pipe from a home causing erosion, and reviewed plat ingress/egress for maintenance.*

*Ms. Linda Freeburn, 1604 Cougar Court, Winter Springs spoke about community development fees, noted she was in favor of a slower increase in solid waste rates, discussed police vehicles, recommended stopping paving to alleviate drainage problems, and suggested a financial report be included at every meeting.*

Mayor McCann noted financial information was available on the City website.

*Mr. Ken Greenberg, 1635 White Dove Drive, Winter Springs discussed his concerns with the use of the consent agenda, thought the penny sales tax was not likely to be renewed, noted opposition to pickleball, discussed financing issues, thought the City needed backup candidates for city manager and needed crisis management, and spoke about the Joint Legislative Auditing Committee (JLAC) findings.*

*Mr. Ken Spalthoff, 331 Wooded Vine Drive, Winter Springs noted Lennar installed the drain line in Tuskawilla Crossings and thought they had shorted the distance to the pond.*

*Mayor McCann closed Public Input.*

**CONSENT AGENDA**

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**300) Fifth Third Bank Site Acceptance**

No discussion.

**301) Right-of-Way Encroachment Agreement - 936 Arabian**

No discussion.

**302) Community Development Fee Schedule**

No discussion.

**303) Resolution 2023-34 in Support of Israel**

Discussion followed on potential changes to the language of the resolution, the only change agreed upon was correcting the number of referenced hostages.

Mayor McCann read Resolution 2023-34.

Brief discussion followed on looking into engaging a sister city in Israel and Deputy Mayor Elliott asked that he be allowed to work with Rabbi Maurice Kaprow and others on this initiative. There was no objection.

**304) Solid Waste Residential Rate Schedule for the Fiscal Year 2023/2024 through 2032/2033**

***THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA AND DISCUSSED AS ITEM 501A; IT IS NOT INCLUDED IN THE APPROVAL OF THE CONSENT AGENDA. ***

**305) Winter Springs Police Department Purchase of Eleven (11) Police Vehicles**

Commissioner Johnson asked for clarification on the funding for the vehicles.

Ms. Donna Bruno, Interim Director, Finance Department noted these vehicles were, were included in the budget, mainly police impact funds, to accommodate new positions with the remainder coming from the General Fund. Ms. Bruno noted that no money from third generation sales tax was going towards these vehicles.

Chief Matt Tracht, Winter Springs Police Department, commented on the department's current tired fleet with some vehicles well beyond their service life and all spare vehicles currently on the road. Chief Tracht also commented on the difficulty of procuring police vehicles and noted that the department has not taken possession of all nine vehicles from last fiscal year.

Discussion followed on life expectancy of police vehicles, previously purchased vehicles, and previous use of third generation sales tax funds.

**306) Erosion Control Countermeasures within Gee Creek at Moss Park.**

Commissioner Benton noted work being done to reinforce the creek bank and clarified that this is being done because it is on city property.

**307) Wetland Park Outfall Improvements - Final Design and Permitting**

No discussion.

**308) Tuskawilla Crossings Subdivision - Pond 1 Repair and Rehabilitation**

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No discussion.

**309) Appproval of the Minutes from the Monday, September 25, 2023 City Commission Regular Meeting**

No discussion.

**310) Appproval of the Minutes from the Monday, October 9, 2023 City Commission Regular Meeting**

No discussion.

**"MOTION TO APPROVE CONSENT AGENDA." MOTION BY CADE RESNICK. SECONDED BY TED JOHNSON. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 5-0.**

**PUBLIC HEARINGS AGENDA**
**400) Paintball at 1271 Belle Avenue**

Mr. Talbert Jackson, Senior Planner, Community Development Department introduced the item and reviewed the subject property.

Mr. Orenthius Grimsley gave a presentation regarding the proposed project and reviewed signage, safety gear and equipment and project layout.

Discussion followed on planned amenities, prohibitions on bringing personal equipment and psi adjustment , awareness of existing code enforcement violations on the property accruing fines, and limited parking. Mr. Grimsley noted plans to require reservations to account for parking limitations.

Attorney Garganese noted the applicant was seeking a conditional use for amusement activities and that the City Code does not address payment of code enforcement fines as a condition of approval. Attorney Garganese further commented that this could be relevant if changes were being made to impact stormwater.

Further discussion followed on the code violations on the property, contact with the property owner, and a concern that the applicant was not negatively impacted by actions of the property owner.

Attorney Garganese noted, in response to a question from the dais, that the continuing accrual of the fines were the ramification that the property owner was facing.

Discussion on the applicant's reservation requirements and liability concerns.

Attorney Garganese noted he could not speak to the liability insurance of the applicant and reiterated conditions of approval presented in the staff report.

*Mayor McCann opened the Public Hearing for Item 400.*

*Ms. Gina Shafer, Winter Springs Village, Winter Springs noted she was a Planning and Zoning Board Member, she thought the applicant was aware of the risk, and thought this would be a good addition to the community.*

*Mr. Maurice Kaprow, PO Box 195233 , Winter Springs noted involvement on the Code Board when the*

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*property owner came before that board, noted two separate code liens currently accruing and thought the Development Agreement sufficiently addressed concerns regarding any additional impervious surface.*

*Ms. Sarah Cannistrali, 1621 White Dove Drive, Winter Springs noted she was a frequent attendee at the batting cages and thought this use was a great addition for her and her friends.*

*Ms. Candy Davis, 903 Lorman Circle, Longwood noted her son worked for the park and commented on the opportunities for youth, thought RJ was a great mentor, and was in favor of the proposal. Mr. Dacquirri Davis noted there was not a lot of similar areas around the community, thought it was fun to work and people were excited.*

*Mayor McCann closed the Public Hearing for Item 400.*

Brief discussion on Development Agreement language related to the restaurant.

Mr. Jackson clarified that the applicant was seeking a conditional use and was not the property owner and further noted his understanding that the Development Agreement addressed concerns related to the restaurant reopening and related impacts.

Attorney Garganese noted he agreed with Mr. Jackson and then commented on a potential change to the Development Agreement related to the permitting code violation coming into compliance.

**"MOTION TO APPROVE." [CONDITIONAL USE APPLICATION REQUEST FROM RJ SPORTS ENTERPRISES INC TO OPERATE OUTDOOR AMUSEMENT AS A CONDITIONAL USE IN THE C-2 GENERAL COMMERCIAL DISTRICT SUBJECT TO CONDITIONS.] MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 5-0.**

**401) First Reading of Ordinance 2023-10 regarding Level 2 background checks.**

**"MOTION TO READ BY TITLE ONLY." MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIOENR JOHNSON. DISCUSSION.**

**MOTION PASSED WITH UNANIMOUS CONSENT.**

Attorney Garganese read Ordinance 2023-10 by title and reviewed Florida Statutes requirements for authorization of level two background screenings.

Mr. Brian Dunigan, Director, Operations Department noted this ordinance was a result of a recent notification by the Florida Department of law Enforcement (FDLE) and was required to allow the city manager to designate positions eligible for level two background screenings. Mr. Dunigan explained that level two checks included criminal checks beyond the State of Florida and Staff thought this was in the best interest of the City.

Discussion followed on applicability to contractors and subcontractors, liability, and identification of positions subject to this level of screening.

*Mayor McCann opened the Public Hearing for Item 401.*

*Ms. Gina Shafer, Winter Springs Village, Winter Springs spoke in favor of the ordinance.*

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*Mayor McCann closed the Public Hearing for Item 401*

**"MOTION TO APPROVE ITEM 401." MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 5-0.**

**REGULAR AGENDA**

**500) Conditional Use Permit Processing Agreement - Catalyst Development Partners, LLC**

Ms. Terrilyn Rolle, Director, Community Development Department introduced the item, reviewed the applicant's previous non-binding presentation, the existing Development Agreement prohibiting further multi-family development within the Town Center District, noted apartments are conditional use in the Town Center, and reviewed the purpose of the conditional use permit processing agreement being sought.

Mr. Jorge Sardinas, Catalyst Development Partners, LLC reiterated Ms. Rolle's comments that this request was to allow the project ot go to the next step, no approval of a project was being considered at this time. Mr. Sardinas further noted that he believed the proposed mixed-use project was the highest and best use for the property.

Discussion followed on consideration of townhomes versus apartments and knowledge of the Development Agreement restrictions prior to presenting this concept.

Mr. Sardinas reviewed the focus on commercial development when the applicant originally agreed to the Development Agreement and noted changes in the market. Mr. Sardinas reiterated that he believed a mixed-use project was the highest and best use in conjunction with the original vision for the Town Center.

Brief discussion followed on the need for residents to attract desired amenities such as restaurants.

Mr. Paul Partyka, 1693 Wingspan Way, Winter Springs noted his involvement with the project, commented that Winter Springs was the only community in the County with restrictions on apartments, noted the success of similar concepts, reiterated the original vision of the Town Center, and noted plans to preserve a large oak tree on the property.

Brief discussion followed on the occupancy of the Blake Apartments and Attorney Garganese noted that this conditional use permit processing agreement, if approved, would allow Catalyst to proceed with the process and allow Staff to process a conditional use application.

**"MOTION TO APPROVE ITEM 500, CONDITIONAL USE PERMIT PROCESSING AGREEMENT TO TAKE PLACE." MOTION BY COMMISSIONER RESNICK. MOTION DIED FOR LACK OF A SECOND.**

**501a) Solid Waste Residential Rate Schedule for the Fiscal Year 2023/2024 through 2032/2033**

Commissioner Resnick reviewed the proposed rate option and commented on concerns about a "slush fund."

Ms. Bruno noted the negative connotation of the phrase slush fund, reviewed her previous budget presentation and the current deficit operation of the solid waste fund, previous renewal of Waste Pro's contract and knowledge that the rate study was needed. Ms. Bruno further noted that a consistent

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rate for residents had been in place since 2006 and the City was currently pulling from reserves to cover solid waste. Finally, Ms. Bruno reviewed the reasonings for the rate increase as (1) fund balance is in deficit, (2) consultant's analysis and projections of potential 40%+ increase when the current contract expired in 2027.

Discussion followed on the sufficiency of the proposed rate increase, the consultant's recommendations, a previous motion made to move forward with the rate being considered, and confirmation that funds in the solid waste fund cannot be transferred to other funds.

Ms. Bruno noted that all solid waste funds can only be used for solid waste with the exception of a small portion that goes to the General Fund to account for the work of Customer Service Representatives related to Waste Pro inquiries and work orders.

**"MOTION TO APPROVE ADOPTION OF RESOLUTION 2023-35, THE SOLID WASTE RESIDENTIAL RATE SCHEDULE FOR THE FISCAL YEAR 2023/2024 THROUGH 2032/2033." MOTION BY COMMISSIONER JOHNSON. SECONDED BY COMMISSIONER BENTON. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (NAY); ELLIOTT (AYE)**
**MOTION CARRIED 4-1.**

**501) Waste Pro of Florida, Inc. Seventh Addendum to the Solid Waste Agreement.**

Ms. Bruno reiterated prior discussions and decisions of the Commission and invited further questions.

Ms. Bruno reviewed that the addendum being considered allowed for a one time, four percent (4%) CPI cap rather than the usual 2.5%.

Brief discussion followed on concerns about the potential increase facing residents in the future.

**"MOTION TO APPROVE ITEM 501, WASTE PRO OF FLORIDA, INC. SEVENTH ADDENDUM TO THE SOLID WASTE AGREEMENT. MOTION BY COMMISSIONER JOHNSON. SECONDED BY COMMISSIONER BENTON. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (NAY); ELLIOTT (AYE)**
**MOTION CARRIED 4-1.**

**502) Park & Plug Program Through Duke Energy Update**

Ms. Bruno noted Staff was seeking direction related to the continuation of this program, reviewed previous action, contract terms, and options of removing chargers or continuing with the program separate of Duke Energy.
Discussion followed on usage of the chargers, the charging rate, and the need to maintain the chargers at City Hall for the City's electric vehicles.

**"MOTION TO KEEP TWO CITY HALL CHARGERS AND SURRENDER THE REMAINDER THROUGHOUT THE CITY BACK TO DUKE ENERGY." MOTION BY COMMISSIONER JOHNSON. SECONDED BY DEPUTY MAYOR ELLIOTT. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 5-0.**

**503) Resolution No. 2023-33: Support of Conservation Easement**

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Deputy Mayor Elliott noted asking for this resolution related to the easement near the Oviedo Mall and asked that the Commission affirm their support for its maintenance.

Brief discussion followed on Oviedo development plans, discussions with developers, and the possibility of a similar resolution for the Winter Springs Golf Course easement.

Attorney Garganese noted two previous resolutions had been passed in support of the golf course easement but that another could be drafted if the Commission desired.

**MOTION TO APPROVE RESOLUTION 2023-33. MOTION BY COMMISSIONER COLANGELO. SECONDED BY COMMISSIONER RESNICK. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 5-0.**

### 504) Appointment Opportunities for City Boards and Committees

Commissioner Benton discussed an email he received from the Chair of the Oak Forest Wall and Beautification District Advisory Committee relaying concerns she had heard about Committee Member Brandon Morrisey.

Discussion followed, inviting Mr. Morrisey to the next meeting to discuss his side of the story, potentially creating a set of standards for Board and Committee Members, and further action that could be taken.

The Clerk was directed to invite Brandon Morrisey to the next regular Commission meeting.

### 505) New Business

Commissioner Colangelo noted her attendance at a Seminole County Chamber event and noted the president wanted a better relationship between the City and the Chamber.

Mayor McCann discussed the ongoing city manager search and the upcoming October 30 Special Meeting. Mayor McCann also noted a recommendation that when the Commission narrowed the list to two candidates, to pursue in-person interviews. Brief discussion followed on reference checks and timing of the meeting.

Commissioner Resnick noted he was willing to attend the Oviedo/Winter Springs Chamber Board in place of the Mayor. There was no objection. Commissioner Resnick requested further discussion on the golf course, conservation easement, and input from the Highlands Community.

## REPORTS

### 600) Interim City Manager Phil Hursh

- Noted attendance at the recent Mayor/Manager meeting and relayed that the discussion was focused on the Fourth Generation Sales Tax.

### 601) City Attorney Anthony A. Garganese

- No report

### 602) City Clerk Christian Gowan

- No report

UNAPPROVED

**603) Seat Two Commissioner Victoria Colangelo**

- Noted attendance at Chamber event and Mayor's update focus on penny sales tax. Commissioner Colangelo noted it was a great luncheon and hoped more Winter Springs representatives would attend in the future.

**604) Seat Three Commissioner Ted Johnson**

- Noted attendance at the recent Tuscawilla Lighting and Beautification District Advisory Committee Meeting and thanked Mr. Kevin Maddox, Landscape Manager, for his work with the Committee.

**605) Seat Four Commissioner Cade Resnick**

- Discussed name calling inside the City and asked that everyone be kind;
- Noted attendance at Rescue Outreach Mission and upcoming Hometown Harvest event.

**606) Seat Five Commissioner/Deputy Mayor Rob Elliott**

- Discussed his efforts to share information about church safety resources;
- Discussed pickleball and funding for the project.

**607) Mayor Kevin McCann**

- Noted attendance at a recent Running for Heroes event and Seminole County Mayor Luncheon;
- Shared brief comments about the recent interviews of city manager candidates;
- Noted upcoming Oviedo/Winter Springs Chamber Luncheon, Sanford Air Show, and Seminole County Legislative Delegation meeting;
- Noted the previously scheduled meeting of the Joint Legislative Auditing Committee (JLAC) had been cancelled and discussed his plans to attend when rescheduled.

**608) Seat One Commissioner Matt Benton**

- Noted he had come around to the popularity of pickleball and thought it was a good addition to the City.

**PUBLIC INPUT**

*Mayor McCann opened Public Input.*

*In response to a question from the dais, Attorney Garganese noted a statutory prohibition on the expenditure of public funds to support a referendum.*

*Ms. Sheila Benton, 414 Cedarwood Court, Winter Springs noted her attendance at the City Manager interviews, thanked the Commission for their engagement in the process, and then read a message on Facebook from the General Public House related to their plans to reopen.*

*Mr. Art Gallo, 199 Nandina Terrace, Winter Springs noted he wanted more information related to the rate increase and why the Commission believed that the option chosen was the best option.*

*Mayor McCann closed Public Input.*

**ADJOURNMENT**

Mayor McCann adjourned the meeting at 11:31 p.m.

UNAPPROVED

RESPECTFULLY SUBMITTED:

_____
CHRISTIAN D. GOWAN, MPA
CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

NOTE: These Minutes were approved at the_____, 2023 City Commission Regular Meeting.

UNAPPROVED

The following piictures were entered into the record by Mr. Chris Bailey during Public Input at the October 23, 2023 City Commission Regular Meeting

Chris Bailey - Public Input 10-28-23

STANLEY
30'

25

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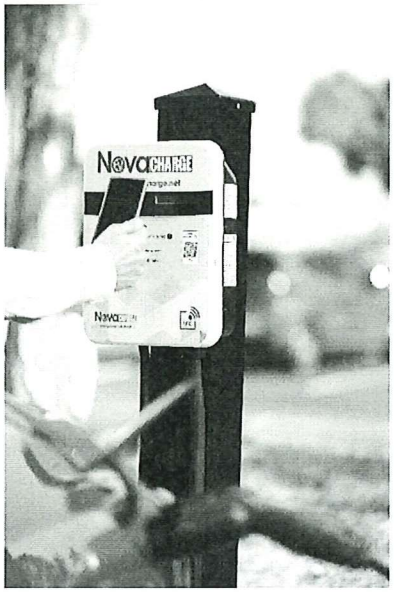
The following was provided to the Commission by Ms. Donna Bruno, Interim Director, Finance Department during the discussion of Item 502 at the October 23, 2023 City Commission Regular Meeting

NovaCHARGE
Empowering The Future

# LIMITED TIME OFFER



## Ensuring Lifetime Value & Reliability: Upgrade offers Available NOW!

At NovaCHARGE we believe in creating lifetime value for all station (charger) owners. Now that you have been advised that the Level 2 charger(s) at your facility are transitioning, we are delighted to offer several options outlined below to ensure uptime and provide value for you, the new station owner.

A significant component of ensuring an excellent EV charging experience and maintaining optimal uptime and reliability is the ability for the station owner or host (manager) to easily oversee the charger. Our ChargeUP® charging platform management system (CPMS) provides all the necessary tools to easily monitor and manage your charger.

NovaCHARGE's ChargeUP network is hosted in a secure, private cloud, ensuring that your sensitive data (and that of your customers) remains safe and secure. ChargeUP runs on a cloud-native architecture and can scale indefinitely to support any number of chargers, locations, vehicles, and drivers. In addition, ChargeUP's 99.999% guaranteed uptime provides the utmost certainty that your charging platform management tools will be available.

All chargers on NovaCHARGE's ChargeUP network can benefit from NovaBOT, our proactive maintenance monitor. During normal charger operation, the AI-driven NovaBOT™ regularly monitors deployed charger health and identifies potential charger health issues, automatically creating service tickets as necessary. Optionally, NovaBOT can be employed to automatically respond to identified charger issues and initiate charger self-healing. NovaBOT-enabled systems can reduce or eliminate the need for costly truck rolls by detecting, and in many cases solving, potential issues before they can impact the charging experience.

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# Deep Discount Offers to Customers Keeping Their Chargers

## Offer 1: Charging as a Service - No Cost to existing Duke Energy Park & Plug Customers!

**Details:** Convert to Charging as a Service (CaaS) and let NovaCHARGE manage and maintain your charger(s). **You pay nothing for your three-year term**, and NovaCHARGE manages and maintains the equipment, reimburses the energy costs, and shares the profit with you!

### How to Activate the NovaCHARGE CaaS Offer:

1. Contact NovaCHARGE and advise us you are activating the CaaS offer for Park & Plug customers.

2. Customer will contact Duke Energy and request that the charger(s) be placed into Auto-dispense mode and will take title of the charger(s).

3. Customer and NovaCHARGE will sign a service contract, at which point NovaCHARGE will take over title and management of the charger(s). NovaCHARGE will set pricing and charger policy and ensure charger viability. An extended warranty is not required, because NovaCHARGE will replace the hardware as required over the course of the three-year term.

4. NovaCHARGE will reimburse the customer for energy dispensed and will provide 10% of the profit to the customer (calculated as revenue minus reimbursement for energy dispensed, maintenance, transaction fees, and depreciation).

5. This Charging as a Service offer is for a term of 3 years, at which point the customer may renew with a NovaCHARGE CaaS program under then-current terms, purchase the charger(s) from NovaCHARGE at a discounted rate, or remove the charger(s) at their own expense and return them to NovaCHARGE.

### If you prefer to own and manage your own chargers, the following additional options are available:

**Offer 2: One year of ChargeUP and NovaBOT at a deeply discounted rate.****
**Price:** $199 per charger (MSRP $450)

**Offer 3: One year of ChargeUP and NovaBOT, plus extended warranty through December 31, 2024, at a deeply discounted rate.****
**Price:** $399 per charger (MSRP $850)

**Offer 4: Pay for 2 years of ChargeUP and NovaBOT at a discount, get a third year of ChargeUP and NovaBOT for free, PLUS receive a free warranty through 12/31/2024.****
**Price:** $799 per charger (MSRP $1750)

****See Terms for all offers on the following page**

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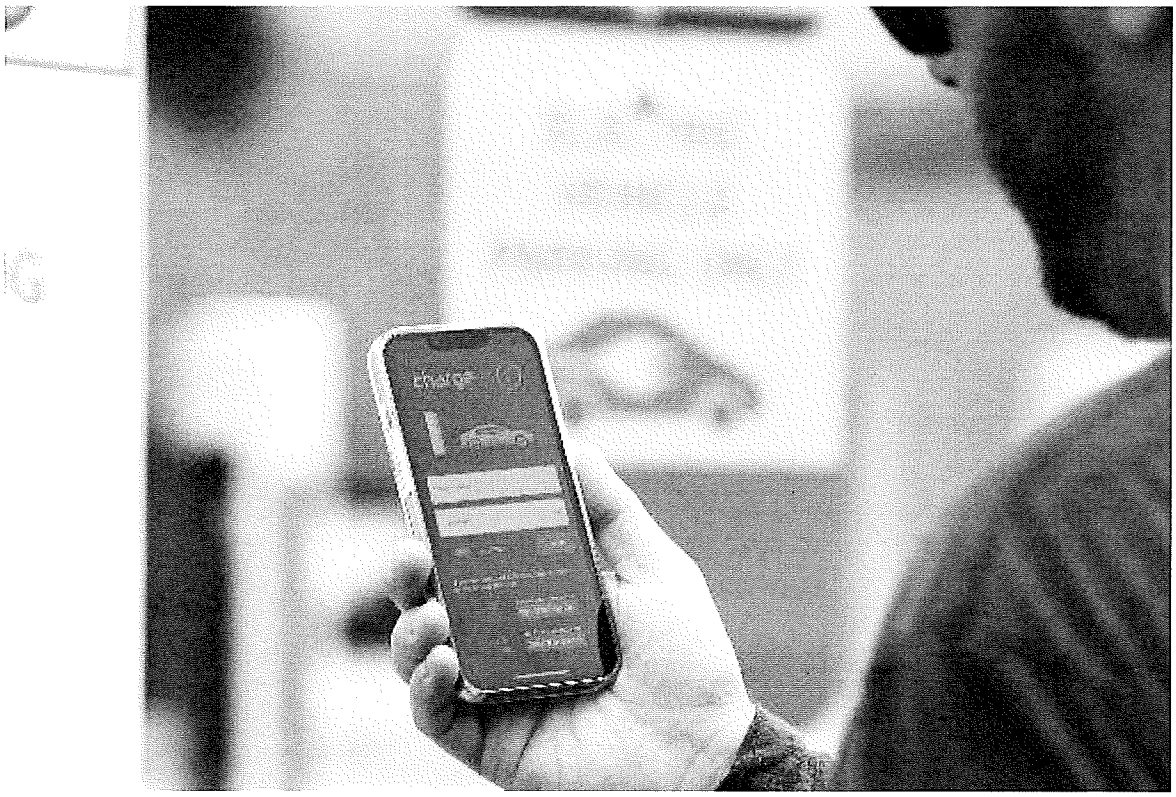
Terms and Conditions:

- For all offers, payment can be deferred for up to 1 year. Customers are eligible for a 5% discount on the quoted price with full payment at PO submission.
- No extended warranty is provided or implied unless specifically included in an offer above. The existing charger warranty will expire 12/31/2023.
- Remaining EVBoxes that were part of the same utility program cannot be moved to another network and are thus not eligible for the above offers. These EVBox units are available for replacement at highly discounted rates. Contact NovaCHARGE Sales for more information.

**NovaCHARGE looks forward to providing you with the reliability and service that will enable your customers/drivers to enjoy the leading EV charging experience in the industry.**



**Interested in learning more?**

## Let's Talk.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US Toll Free (866) 417-9995
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# CONSENT AGENDA ITEM 307

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Appproval of the Minutes from the Monday, October 30, 2023 City Commission Special Meeting

## SUMMARY

N/A

## FUNDING SOURCE

## RECOMMENDATION

Staff recommends the City Commission approve the October 30, 2023 City Commission Special Meeting Minutes as presented.

# CITY COMMISSION
## SPECIAL MEETING MINUTES

UNAPPROVED

**MONDAY, OCTOBER 30, 2023 AT 6:30 PM**

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

**CALL TO ORDER**
Mayor Kevin McCann called the Special Meeting of Monday, October 30, 2023 of the City Commission to order at 6:30 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

**Roll Call:**
Mayor Kevin McCann, present
Deputy Mayor Rob Elliott, present
Commissioner Matt Benton, present
Commissioner Victoria Colangelo, present
Commissioner Ted Johnson, present
Commissioner Cade Resnick, present
Interim City Manager Phil Hursh, absent
City Attorney Anthony Garganese, absent
City Clerk Christian Gowan, present

Pastor Bob Melhorn led the invocation followed by the Pledge of Allegiance.

Mayor McCann noted the need to discuss the scheduled November 13th Commission Meeting and explained that it conflicted with the Joint Legislative Auditing Committee (JLAC) Meeting to discuss the operational audit. Brief discussion followed on alternative dates and availability and it was determined that a decision could be made after determining the next steps for the City Manager selection process.

**AWARDS AND PRESENTATIONS**
100. Not Used

**INFORMATIONAL AGENDA**
200. Not Used

**PUBLIC INPUT**
*Mayor McCann opened Public Input.*

*Ms. Janet Pinnell, 80 Michael Blake Boulevard noted a petition signed by Savoy residents to install a traffic signal at SR 434 and Michael Blake Boulevard, noted multiple accidents, and submitted photos for the record*[1].

*Mr. Robert Miller, 679 Silver Creek Drive, Winter Springs asked for clarification on public input and noted he would speak at the second public input section.*

*Mayor McCann closed Public Input.*

**CONSENT AGENDA**
300. Not Used

**PUBLIC HEARINGS AGENDA**
400. Not Used

[1] Photos are attached to the end of these minutes.

UNAPPROVED

**REGULAR AGENDA**

**500) Discussion on City Manager Selection Process**

Mayor McCann reiterated the important nature of this decision and shared concerns about losing candidates if the process took too long.

Brief discussion followed on possible formats for in-person interviews.

Ms. Audra Cross, Korn Ferry, noted that candidates would typically have one full day in the community.

Further discussion followed on availability, timing of interviews in relation to holidays, considerations related to JLAC, and who would be brought forth for an interview.

Commissioners Resnick and Colangelo shared concerns about the top scored candidate and the process respectively.

Further discussion followed on the pool of candidates, involvement of past staff in the process, the possibility of the City advertising the position separately while continuing with the in-person interviews of the current candidates, and the further concerns about timing and potentially losing candidates. The Commission agreed that dates to be considered for in-person interviews were November 20, November 30, and December 1.

**"MOTION TO APPROVE TOP 2 CANDIDATES (DOUGHERTY AND MILLER) BE BROUGHT IN-PERSON TO INTERVIEW FOR POSITION OF CITY MANAGER." MOTION BY COMMISSIONER JOHNSON. SECONDED BY DEPUTY MAYOR ELLIOTT. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (NAY); ELLIOTT (AYE)**
**MOTION CARRIED 4-1.**

Ms. Cross noted she would work to schedule the interviews and Mr. Gowan noted he was comfortable working with Korn Ferry to develop a draft itinerary to be brought back before the Commission for their consideration to include 30-40 minute individual meetings with each commissioner followed by a group lunch and formal interview session.

The Commission then discussed the rescheduling of the November 13th Commission Meeting and it was agreed to move the date to November 16th.

**PUBLIC INPUT**

*Mayor McCann opened Public Input.*

Mr. Robert Miller, 679 Silver Creek Drive, Winter Springs asked that City consider residents in this decision and asked that a written statement he prepared be entered into record[2].

*Mayor McCann closed Public Input.*

**ADJOURNMENT**

Mayor McCann adjourned the meeting at 8:11 p.m.

[2] Attached to these minutes.

UNAPPROVED

RESPECTFULLY SUBMITTED:

_____
CHRISTIAN D. GOWAN, MPA
CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

UNAPPROVED

NOTE: These Minutes were approved at the_____, 2023 City Commission Regular Meeting.

Entered into the record by Ms. Janet Pinnell during Public Input at the October 30, 2023 City Commission Special Meeting

1501

CHASE
26

**Hon Robert S. Miller. LtCol, USAF (Retired)**
**679 Silvercreek Drive. Winter Springs, FL 32708**

30 October 2023

To: Commissioner Victoria Colangelo
Mayor Kevin McCann
Commissioner Matthew Benton
Commissioner Ted Johnson
Commissioner Robert Elliott
Commissioner Cade Resnick

**SUBJECT: Troubling Agendas?**

In March of this year, as a newly elected Commissioner of this city, appointed to a local council, you publicly enquired about ways and means in which you could fire the city manager of Winter Springs. Others at this meeting were amazed and troubled by your line of questions, and finally informed you that your enquiries to them were inappropriate and to seek guidance elsewhere. Your conduct resulted in your being removed from this council.

You accomplished your goal however as the City Manager then resigned. This is regrettable because two audits of this city that followed were undertaken because of other's public allegations of rampant city mismanagement and even malfeasance which was harming the 38,000 city residents with suspected violations of state ethics laws, a complete lack of transparency, taxpayer funded misinformation campaigns, censoring residents, and possible public corruption, and even profiteering with a commissioner. Then you supported a search to find a new City Manager and five possible candidates were presented in early October 2023. But on 11 October 2023, only a few days later, and before any city meetings took place, you sent a public email to the City Clerk, the City Manager, and the City's attorney, and publicly announced: **"I am not impressed with any of these candidates."**

This email was inappropriate, uncalled for, and irresponsible. Your email endangered a professional process which the public demands you should treat very seriously. Why would any applicant now accept employment in this city when you have already summarily dismissed all of them because you were not impressed.

In view of the foregoing I would suggest the City of Winter Springs Commission avoid further embarrassment and offer the City Manager position to Mr. Phillip Hursh, the existing interim city manager.

Sincerely,

Robert Miller

1. Enclosure: Colangelo email of Wednesday 11 October, 2023, to Christian Gowan, Philip Hursh and Anthony Garganese.

## Christian Gowan

**From:** Victoria Colangelo <vcolangelo@winterspringsfl.org>
**Sent:** Wednesday, October 11, 2023 11:58 AM
**To:** Christian Gowan; Philip Hursh; Anthony Garganese
**Subject:** Re: CM Search Interviews

I am not impressed with any of these candidates.

**Victoria Colangelo**
Commissioner - District 2
**P:** (407) 327-7585 **F:** (407) 327-4753

**A:** 1126 East State Road 434
Winter Springs, Florida 32708

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**From:** Christian Gowan <cgowan@winterspringsfl.org>
**Sent:** Monday, October 9, 2023 8:45 PM
**To:** _City Clerk Department <City-Clerk-Department@winterspringsfl.org>
**Cc:** Philip Hursh <phursh@winterspringsfl.org>; Anthony Garganese <aGarganese@orlandolaw.net>
**Subject:** Fw: CM Search Interviews

Good evening,

Please see below referenced by the Mayor at our Commission meeting and Korn Ferry's response related to interviewing six (6) candidates.

Thank you,

**Christian Gowan, MPA**
City Clerk
**P:** (407) 327-6560 **F:** (407) 327-4753

**A:** 1126 East State Road 434
Winter Springs, Florida 32708

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**From:** Jeremy Gold <Jeremy.Gold@KornFerry.com>
**Sent:** Monday, October 9, 2023 8:43 PM
**To:** Kevin McCann <kmccann@winterspringsfl.org>; Audra Cross <Audra.Cross@KornFerry.com>; Philip Hursh <phursh@winterspringsfl.org>; Brian Dunigan <bdunigan@winterspringsfl.org>
**Cc:** Christian Gowan <cgowan@winterspringsfl.org>
**Subject:** Re: CM Search Interviews

# CONSENT AGENDA ITEM 308

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Appproval of the Minutes from the Monday, November 6, 2023 City Commission Special Meeting

## SUMMARY

N/A

## FUNDING SOURCE

## RECOMMENDATION

Staff recommends the City Commission approve the November 6, 2023 City Commission Special Meeting Minutes as presented.

# CITY COMMISSION
## SPECIAL MEETING MINUTES

UNAPPROVED

**MONDAY, NOVEMBER 6, 2023 AT 6:30 PM**

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

**CALL TO ORDER**
Deputy Mayor Rob Elliott called the Special Meeting of Monday, November 6, 2023 of the City Commission to order at 6:30 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

**Roll Call:**
Mayor Kevin McCann, present via telephone
Deputy Mayor Rob Elliott, present
Commissioner Matt Benton, present
Commissioner Victoria Colangelo, present
Commissioner Ted Johnson, present
Commissioner Cade Resnick, present via telephone (arrived at 6:59 p.m.)
Interim City Manager Phil Hursh, present
City Attorney Anthony Garganese, absent
City Clerk Christian Gowan, present

Pastor Kyle Stewart offered the invocation followed by the Pledge of Allegiance.

No changes were made to the agenda.

**AWARDS AND PRESENTATIONS**
100. Not Used

**INFORMATIONAL AGENDA**
200. Not Used

**PUBLIC INPUT**
*Deputy Mayor Elliott opened Public Input.*

*Mr. Howard Parsons, Chokecherry Court, Winter Springs spoke about the City Manager process and noted he thought internal candidates should be considered.*

*Mr. William Morrisey, 965 Sequoia Drive, Winter Springs referenced a letter from a local business and submitted it for the record.*

*Ms. Leah Weismann, 113 Brookshire Court noted repeated questions about creek cleanup and, the status of No Name Creek, and reiterated flooding issues and concerns.*

*Mr. Ken Greenberg, 1635 White Dove Drive, Winter Springs read a letter into the public record from Jesse Phillips, shared comments about accusations made about himself and the Winter Springs Community Association and (WSCA), and asked that Ken Spalthoff be removed from the Planning and Zoning Board.*

*Mr. Ken Spalthoff, 331 Wooded Vine Drive, Winter Springs shared comments about the Winter Springs Community Association.*

*Ms. Gina Shafer, Winter Springs Village, Winter Springs shared disappointment in the handling of the city manager search process.*

*Mr. Art Gallo, 199 Nandina Terrace, Winter Springs spoke about the manager search and recruitment process and shared his disappointment in losing a candidate.*

*Deputy Mayor Elliott closed Public Input.*

UNAPPROVED

**CONSENT AGENDA**
300. Not Used

**PUBLIC HEARINGS AGENDA**
400. Not Used

**REGULAR AGENDA**

**500) Discussion on Upcoming Joint Legislative Auditing Committee (JLAC) Meeting**

Commissioner Johnson noted requesting the meeting and noted questions and concerns, specifically related to preparations for JLAC and asked Mayor McCann for an update.

Mayor McCann noted meetings with Ms. Donna Bruno, Interim Director, Finance Department, Attorney Garganese, and Interim Manager Hursh related to drafting the audit response. Mayor McCann then reviewed the findings of the audit, discussed comments he had heard from the City's internal auditors Purvis Gray, and concerns about the annual audit being behind. Finally, Mayor McCann noted his goal was to put the audit behind the City, planned meetings with legislators, and the intent to avoid triggering more inquiries and focusing on getting a city manager and Finance Director.

Further discussion followed on continuing communication, planned attendees at the JLAC meeting, the public meeting status of JLAC, and provisions in the City Charter designating the Mayor as the City's representative in intergovernmental relations.

**"I MAKE A MOTION TO REINFORCE THE CITY CHARTER CONFIRMING THAT THE MAYOR WILL BE THE SOLE SPOKESPERSON FOR THE CITY DURING THE UPCOMING JLAC MEETING AND ANY FUTURE MEETINGS OF THIS NATURE." MOTION BY COMMISSIONER JOHNSON. SECONDED BY COMMISSIONER COLANGELO. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 5-0.**

**501) Discussion on the Status of the Finance Department**

Commissioner Johnson noted that he requested this item and two key components to discuss, first the need to move forward with the advertising of Finance Director, and second appointments or asks of Ms. Bruno referencing Chapter 2, Section 2-29(7), City Code.

Interim Manager Hursh noted that the City had posted the job posting for Finance Director earlier in the day.

Discussion followed on the status of the Fiscal Year 2022 annual audit, and meetings with and requests for information from Ms. Bruno.

Ms. Bruno further discussed the County and State audits as well as other requests for information outside of these audits. She further noted that she was glad to discuss the budget as a whole with residents and Commissioners to provide a better understanding, reviewed challenges she and the finance department had faced, noted long working hours, and her request to Phil to step back into her role as Controller and advertise the Finance Director position. Ms. Bruno noted she would stay on board until someone was hired.

UNAPPROVED

Brief discussion followed again on the importance of finishing the Fiscal Year 2022 annual audit, 20+ years of financial excellence awards, and the possibility of recognizing Ms. Bruno at a later date.

**"I MAKE A MOTION THAT UNTIL THE CITY'S ANNUAL AUDIT IS COMPLETE, THE CITY MANAGER HAS THE AUTHORITY TO DEFER ANY REQUESTS DIRECTED AT THE INTERIM CITY FINANCE DIRECTOR, DONNA BRUNO, SO THAT HER TIME CAN BE FULLY DEDICATED TO COMPLETING THE AUDIT." MOTION BY COMMISSIONER JOHNSON. SECONDED BY COMMISSIONER BENTON. DISCUSSION.**

**VOTE: BENTON (AYE); COLANGELO (NAY); JOHNSON (AYE); RESNICK (NAY); ELLIOTT (AYE)**
**MOTION CARRIED 3-2.**

**PUBLIC INPUT**
*Deputy Mayor Elliott opened Public Input.*

*Mr. Art Gallo, 199 Nandina Terrace, Winter Springs noted professional interactions with City Staff throughout his time and thought no one worked harder than Ms. Bruno.*

*Ms. Linda Freeburn, 1604 Cougar Court, Winter Springs noted she wanted more clarity from Commission meetings, noted informative meetings at WSCA functions, noted meeting with Ms. Bruno about the budget to better understand, and asked for a monthly budget report to be published.*

*Ms. Gina Shafer, Winter Springs Village, Winter Springs noted she hoped that the Mayor was the only spokesperson for the City at JLAC and she was glad the City was looking for a Finance Director.*

*Deputy Mayor Elliott closed Public Input.*

**ADJOURNMENT**
Mayor McCann adjourned the meeting at 7:46 p.m.

RESPECTFULLY SUBMITTED:

_____
CHRISTIAN D. GOWAN, MPA
CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

NOTE: These Minutes were approved at the_____, 2023 City Commission Regular Meeting.

UNAPPROVED

The following was entered into the record by Mr. William Morrisey during Public Input at the November 6, 2023 City Commission Special Meeting

11/06/23



My husband and I have been deeply hurt by a recent "terrorist" comment made by a member of our community. A member of our community that helps shape Winter Springs through serving on a board, making planning and zoning decisions, and also by having social media influence in our community. A comment that has left my husband and I feeling crushed and wondering where our place is in this community.

Being a small business owner is already tough. Advertising is expensive and we are off the main road. Our expenses have skyrocketed. We have watched our friends next door close their doors. And through all of this, we have continued to keep our doors open and have continued to give back to our community. Our family.

We attended city sponsored events and paid the fees like everyone else. Events where we lost money but still supported Winter Springs, a place we have loved since we opened our doors in 2018.

We held events at our restaurant. We invited current commissioners and the mayor to join us for great food and some lively debate with those running against them. We saw who supported small, local business when Commissioner Colangelo showed up. When Brandon Morrisey and Mark Caruso showed up. Brandon and Mark were running against each other but they were there, together. Commissioner Cade Resnick showed up with his daughters and continued to show up. Painfully, we didn't see any other Winter Springs leaders show up. Perhaps they didn't see the flyers or hear about it. Perhaps it's because of different reasons.

Our school supply drive was a huge success. Just ask Seminole County School Board member Abby Sanchez or the teachers and administrators at Winter Springs Elementary. Ask them how they enjoyed the teas and coffees we brought them. The Commission would know how amazing our drinks are, if they had not refused them when we provided them at no charge. The members of the VFW can tell you how we worked with them to provide food for disabled veterans. At that same event, the toys we collected went to the Winter Springs Police Department. Two pick up trucks of toys for those less fortunate in our community. We sponsor local churches, local schools, and even local home owner associations.

In a small community, getting people into a restaurant is hard enough. Look at Parlour Ice Cream, they're gone. General Public House is closed. Not long ago, our restaurant had rocks thrown through the windows and we were called racial slurs. Now we have to contend with racially charged comments being made by a member of the community that our commissioners call friend.

We have been there for Winter Springs, continue to be there for Winter Springs, but wonder if Winter Springs will allow us to continue to be there in the future.

Do better. Demonstrate leadership.

PHỞ ÂU LẠC
RESTAURANT & TEAHOUSE
158 Tuskawilla Road
(407) 704-9061

The following was entered into the record by Mr. Ken Greenberg during Public Input at the November 6, 2023 City Commission Special Meeting

Public Input Statement Nov. 6, 2023

The WSCA would like to thank the thousands of residents who voted for change in the last election, whose votes were an indictment of the failed leadership of our city, and who have signed our petition calling for the resignations of some city leaders and a new direction for our city.

Now that the audits have vindicated our concerns and laid bare the specific ways malfeasance has run our once proud city into the ground, we will accept your resignations as a form of apology for the years of mistreatment we have endured through your calloused disregard of our health and financial solvency.

It's time for action before any further damage is inflicted on our city. Residents living on fixed incomes in a difficult economy are wondering why you are recklessly raising our trash rates, allowing an effective tax increase, and possibly increasing our water bills without a workable plan to fix the issues which have been plaguing our city under your leadership.

Stop playing games. Acknowledge what the audits have twice told you: you have failed, we deserve better, it's time to step down.

Jesse Phillips
WSCA President

The following was referenced and entered into the record by Commissioner Ted Johnson during Itme 501 at the November 6, 2023 City Commission Special Meeting

City of Winter Springs Municipal Code Chapter 2 Administration Section 2-29 Additional rules of conduct. Item 7

(7). The mayor and city commissioners will demonstrate patience and refrain from demanding, interruptive access to staff or immediate responses or services when requesting information that requires significant staff time in research, preparation or analysis or that will result in staff neglect of urgent duties. Such requests will be made through the city manager for scheduling and prioritizing through consensus of the city commission. The mayor and city commissioners will work cooperatively with the city manager to establish reasonable parameters for such requests and access.

# CONSENT AGENDA ITEM 309

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Appproval of the Minutes from the Monday, November 16, 2023 City Commission Regular Meeting

## SUMMARY

N/A

## FUNDING SOURCE

## RECOMMENDATION

Staff recommends the City Commission approve the November 16, 2023 City Commission Regular Meeting Minutes as presented.

# CITY COMMISSION
## REGULAR MEETING MINUTES

UNAPPROVED

**MONDAY, NOVEMBER 16, 2023 AT 6:30 PM**

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

**CALL TO ORDER**
Mayor Kevin McCann called the Regular Meeting of Monday, November 16, 2023 of the City Commission to order at 6:33 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

**Roll Call:**
Mayor Kevin McCann, present
Deputy Mayor Rob Elliott, present
Commissioner Matt Benton, present
Commissioner Victoria Colangelo, present
Commissioner Ted Johnson, present
Commissioner Cade Resnick, present
Interim City Manager Phil Hursh, present
City Attorney Anthony Garganese, present
City Clerk Christian Gowan, present

Pastor Jeff Dixon led the invocation followed by the Pledge of Allegiance.

Mayor McCann asked if there were any changes to the agenda. Commissioners asked that Items 301 and 302 be discussed prior to the approval of the Consent Agenda, and Commissioner Resnick requested that Item 305 be pulled from the Consent Agenda and added to the Regular Agenda. There was no objection, and the agenda was adopted.

**AWARDS AND PRESENTATIONS**

**100) American Legion Expansion presentation**

Captain Laurel Ross shared a presentation about the American Legion Oviedo Memorial Post 243 Heritage Campaign and shared how Winter Springs could assist with funding.

Brief discussion followed on information that could be provided and shared, the variety of programs the American Legion offered, and previous partnerships with the organization including flag drop boxes.

**INFORMATIONAL AGENDA**

**200) Current Development Projects Summary**

No discussion.

**201) Quarterly Investment Performance Review - September 30, 2023**

No discussion.

**PUBLIC INPUT**
*Mayor McCann opened Public Input.*

*Ms. Leah Weisman, 113 Brookshire Court, Winter Springs spoke about planned tree removal on No Name Creek, impacts of the proposed utility rate increase, and thought the meetings were too long.*

*Mr. Cory Sill, 963 Sequoia Drive, Winter Springs shared his background, discussed water quality and efforts by his neighbors to highlight and address issues.*

UNAPPROVED

*Mr. Ken Greenberg, 1635 White Dove Drive, Winter Springs shared the Winter Springs Community Association held a successful Veterans Day event, echoed comments of Mr. Sill and noted contact with the Florida Department of Environmental Protection, and discussed efforts to target a declared candidate.*

*Ms. Linda Freeburn, 1604 Cougar Court, Winter Springs spoke against granting any salary increase to the Interim City Manager and asked that the City Manager provide regular updates about city operations at Commission meetings.*

*Ms. Gina Shafer, Winter Springs Village, Winter Springs spoke in opposition to Item 500 and noted she was opposed to granting conditional uses.*

*Mayor McCann closed Public Input.*

**CONSENT AGENDA**

**300) Surplus Assets**

No discussion.

**301) Final Budget Amendment for Fiscal Year 2022-2023**

Ms. Donna Bruno, Interim Director, Finance Department explained that budget amendments were required occasionally to keep revenues and expenditures aligned and noted for this amendment, actual revenues had exceeded estimated revenues in the previous Fiscal year.

**302) 2024 Meeting & Holiday Calendar**

There was brief discussion about proposed meetings in May 2024 on the first and third Monday of the month to account for Memorial Day, and a correction to an advisory board meeting time was noted in November 2024.

**303) Consideration of Friday, December 29, 2023 as Additional Paid Holiday for City Employees**

No discussion.

**304) Award of the Water Treatment Plant No. 3 Electrical Improvements ITB #08-23-03 BI**

No discussion.

**305) First Addendum to Interim City Manager's Employment Agreement**

*** THIS ITEM WAS PULLED FROM THE CONSENT AGENDA AND DISCUSSED AS ITEM 502A; IT IS NOT INCLUDED IN THE APPROVAL OF THE CONSENT AGENDA. ***

**306) Appproval of the Minutes from the Tuesday, October 17, 2023 City Commission Workshop Meeting**

No discussion.

**307) Appproval of the Minutes from the Saturday, October 21, 2023 City Commission Workshop Meeting**

No discussion.

**"MOTION TO APPROVE CONSENT AGENDA." MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

UNAPPROVED

**VOTE: BENTON (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 4-0.**

**PUBLIC HEARINGS AGENDA**

**400) Hickory Grove - Final Plat and Second Modification to the Development Agreement**

Mr. Nick Tafelsky, Senior City Planner, Community Development Department reviewed the item was for consideration of the final plat and the Second Modification to the Development Agreement which dealt with the relocation of a reclaimed water line, ensuring consistency with work already being done.

*Mayor McCann opened the Public Hearing for Item 400.*

Responding to a question from the Commission, Attorney Garganese noted there was no issue with Ms. Shafer serving on the Planning and Zoning Board and speaking on this item.

*Ms. Gina Shafer, Winter Springs Village, Winter Springs spoke about trucks in and out of the construction site on North Tuskawilla and asked about ways to avoid that heavy traffic on the recently repaired road.*

Brief discussion followed on language in the Development Agreement requiring the use of Bear Springs Lane, the current work being done requiring limited usage, and the Construction Inspectors monitoring of the project.

*Mayor McCann closed the public hearing for Item 400.*

**"MOTION TO APPROVE." [THE FINAL PLAT AND SECOND MODIFICATION TO THE DEVELOPMENT AGREEMENT FOR HICKORY GROVE.] MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER BENTON. DISCUSSION.**

**VOTE: BENTON (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 4-0.**

**401) First Reading of Ordinance 2023-13: Amending the Code Of Ordinances Regarding Water, Wastewater, Reclaimed and Water Rates, Fees, and Charges**

**"MOTION TO READ BY TITLE ONLY." MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

**MOTION PASSED WITH UNANIMOUS CONSENT.**

Attorney Garganese read Ordinance 2023-13 by title.

*Mayor McCann opened the Public Hearing for Item 401.*

*Mr. Art Gallo, 199 Nandina Terrace, Winter Springs noted his review of water rates and impacts resulting from the proposed new rate, not including stormwater and solid waste increases, and. wanted to make sure this amount was what was really needed.*

*Mayor McCann closed the Public Hearing for Item 401.*

UNAPPROVED

Discussion followed on the many projects underway and upcoming, the need for the proposed rates to cover necessary debt and expenses, and special revenue and enterprise funds.

**"MOTION TO APPROVE ITEM 401 AS PRESENTED." MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

**VOTE: BENTON (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 4-0.**

**402) Second Reading of Ordinance 2023-10 Regarding Level 2 Background Checks.**

Attorney Garganese read Ordinance 2023-10 by title for second reading and reviewed previous discussion.

*Mayor McCann opened the Public Hearing for Item 402.*

*No one addressed the Commission.*

*Mayor McCann closed the Public Hearing for Item 402.*

**"MOTION TO APPROVE." MOTION BY COMMISSIOENR RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

**VOTE: BENTON (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 4-0.**

**REGULAR AGENDA**

**500) Conditional Use Permit Processing Agreement - Catalyst Development Partners, LLC**

Ms. Terrilyn Rolle, Director, Community Development Department noted Catalyst was back before the Commission to ask for a reconsideration of granting the Conditional Use Permit Processing Agreement. Ms. Rolle further reviewed the current Development Agreement, associated restrictions, and the listing of apartments as a conditional use in the Town Center.

Mr. Jorge Sardinas, Catalyst Development Partners LLC, reiterated that they were seeking approval to go forward with seeking a conditional use rather than any project approval at this time. Mr. Sardinas reviewed the mixed-use concept plan for the site designed similarly to the Blake which he noted was very successful. Mr. Sardinas further reviewed historical commercial efforts associated with the property and thought the highest and best use was the mixed-use concept being proposed.

In response to a question from the Commission, Attorney Gargaense noted there was no issue with a realtor speaking on behalf of an applicant.

Mr. Paul Partyka, 1693 Wingspan Way, Winter Springs spoke about the original vision of the Town Center, retail demand for the property or lack thereof, and distributed a copy of his comments for the record.

Mr. Jorge Sardinas offered closing comments and reiterated that the proposed project was in keeping with the Town Center vision an reiterated he thought this was the highest and best use.

Discussion followed on the difference between townhomes and apartments, density considerations, the possibility of exclusively commercial use in the future, resident's concerns about apartments, and rapid apartment developments in neighboring communities.

UNAPPROVED

Mr. Sardinas and Mr. Partyka commented that residential development drove commercial development and the need for people and traffic to attract desired businesses and amenities.

**NO MOTION WAS MADE.**

Mr. Sardinas asked for further feedback from the Commission on what they wanted on the property and brief discussion followed on the desire for commercial development and a preference for townhomes rather than apartments.

**501) One-Year Extension to the "Agreement for Utilities Operations, Maintenance and Management Services" contract, dated October 21st, 2019.**

Mayor McCann spoke about Veolia's work to help the City improve water quality, commented on staff shortages, and thought this was not the time to make drastic changes.

Interim Manager Hursh noted the current contract's expiration in September 2024, the breadth of the contract time required to go through the procurement process if the Commission did not want to continue with Veolia. Interim Manager Hursh noted he was seeking a one year extension to allow for comfort in having people present, time to tackle the situation correctly, and avoid a gap in service.

Mr. Bilal Iftikhar, Director, Utilities Department noted his six-month tenure with the City and a good working relationship with Veolia, noted he thought stability was important at this time, and noted he hoped to have a design contract before the Commission in December.

Discussion followed on staffing, Mr. Iftikhar's experience, cost savings from outsourcing, the contract extension's preservation of current fees, the timing of this request and who initiated the conversations, the desire for stability, and comments and concerns about communication from the City Manager's Office.

**"MOTION TO APPROVE ITEM 501." MOTION BY CADE RESNICK. SECONDED BY TED JOHNSON. DISCUSSION.**

**VOTE: BENTON (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 4-0.**

**502) City Manager Candidate Draft Itinerary**

Mr. Gowan noted previous direction to work with Korn Ferry regarding a draft itinerary for the in-person meeting with the candidate for City Manager and asked for further direction.

Discussion followed on the proposed full day of meetings, the candidate's travel plans, and the need for a Special Meeting to hold a vote on the manager candidate.

After further discussion it was requested to tentatively schedule a Special Meeting on November 30th at 6:30pm to vote on the candidate dependent on some Commissioner's confirming their availability.

**502a) First Addendum to Interim City Manager's Employment Agreement**

Mayor McCann noted the 3.2% cost of living adjustment that was being provided to Staff and the intent of this item to afford that same adjustment to the Interim City Manager. Mayor MCCann then reviewed city manager pay rates in the region and how this proposed rate compared.

UNAPPROVED

Discussion followed on the previous manager's lack of raises and evaluations, and communication and respect with regards to the Interim City Manager.

**"MOTION TO APPROVE FIRST ADDENDUM TO INTERIM CITY MANAGER'S EMPLOYMENT AGREEMENT." MOTION BY MATT BENTON. SECONDED BY ROB ELLIOTT. DISCUSSION.**

**VOTE: BENTON (AYE); JOHNSON (AYE); RESNICK (NAY); ELLIOTT (AYE)**
**MOTION FAILED 3-1.**

Attorney Garganese noted that the motion did not pass as the Charter required a supermajority with matters related to the City Manager position.

**503) Appointment Opportunities for City Boards and Committees**

**COMMISSIONER RESNICK NOMINATED DESMA UNDERWOOD TO SERVE AS AN AT-LARGE REPRESENTATIVE ON THE PARKS AND RECREATION ADVISORY COMMITTEE. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

*It was noted that no application had been received yet and this appointment was contingent on an application being submitted and the candidate meeting all qualifications. *

**VOTE: BENTON (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)**
**MOTION CARRIED 4-0.**

**504) New Business**

Mayor McCann noted he received a letter from the Consulate General of Israel and read it into the record related to recently approved resolution in support of Israel.

Deputy Mayor Elliott asked if there was interest in creating a code of conduct for Board Members in line with the Commission's code of conduct. Discussion followed on current rules, the fact that board and committee members serve at the pleasure of the Commission, and freedom of speech concerns. After further discussion, it was agreed that the City Attorney should bring back guidelines for the Commission's consideration and further direction.

Interim Manager Hursh noted contact with an appraiser and an environmental assessment being conducted on the Winter Springs golf course property. Interim Manager Hursh noted that the environmental assessment would need to be completed prior to any further discussion of purchasing the property and noted there was a possibility of building the wastewater treatment plant expansion on the current site at a higher cost and a longer timeline.

Commissioner Resnick asked that documentation of existing partnerships with local organizations and other groups be put together and brought before the Commission.

Mr. Brian Dunigan, Director, Operations Department confirmed that there was no standing agreement for events and after brief discussion noted that the Recreation and Events Manager probably would lead the charge and he would assist to provide this information at a future meeting.

Commissioner Resnick requested a plan for waterways be presented during the first quarter.

**REPORTS**

**600) Interim City Manager Phil Hursh**

- No report

UNAPPROVED

**601) City Attorney Anthony A. Garganese**

- Noted HB1C was passed and signed into law as a result of a recent Special Session of the Florida Legislature and amended SB250 related to moratoriums and land development regulation changes. He noted that previously considered stormwater design standards could now be brought back for consideration and second reading.

**602) City Clerk Christian Gowan**

- No report

**603) Seat Three Commissioner Ted Johnson**

- Noted Veteran's Day event was well done and congratulated the Hometown Hero, Ms. Laurel Ross.

**604) Seat Four Commissioner Cade Resnick**

- **Noted Veteran's Day event was well done and thanked Interact students from Winter Springs High School for their assistance;**
- Noted the upcoming Winter Springs Music Festival in Central Winds Park;
- Wished everyone a Happy Thanksgiving.

**605) Seat Five Commissioner/Deputy Mayor Rob Elliott**

- Echoed Veteran's Day event comments and thanked Michael Krist and Hannah Kirsch for their work. Further offered compliments to the violin group that performed and was glad everyone came together to celebrate veterans.

**606) Mayor Kevin McCann**

- Noted attendance at MetroPlan, Tri-County League of Cities, and a Leadership Seminole event where he had a chance to speak about building bridges between communities;
- Noted upcoming Central Winds Music Festival;
- Noted he was recently in Tallahassee meeting with legislators, sharing information, and thought he was well received.

**607) Seat One Commissioner Matt Benton**

- Noted his continued attendance at Leadership Seminole and a request related to a potential Commission presentation;
- Noted attendance at the Tri-County League of Cities and an informative presentation on the Form 6;
- Wished everyone a Happy Thanksgiving.

**608) Seat Two Commissioner Victoria Colangelo – ABSENT**

**PUBLIC INPUT**

*Mayor McCann opened Public Input.*

*Ms. Leah Weisman, 113 Brookshire Court, Winter Springs spoke about her community's flood risk and encouraged continued maintenance of creeks.*

UNAPPROVED

*Mr. William Morrisey, 965 Sequoia Drive, Winter Springs commented on looking in-house for a City Manager rather than elsewhere.*

*Mr. Dion Travieso, 1147 Arbor Glen Circle, Winter Springs noted he was opposed to more apartments in the City.*

*Ms. Gina Shafer, Winter Springs Village, Winter Springs noted her previous efforts to address stained alleys as a result of Waste Pro trucks and concerns related to damage to properties.*

Brief discussion followed on communication efforts with Waste Pro and it was noted that the Winter Springs Village HOA President, Ms. Colleen Murphy, should be contacted with regards to this issue.

*Mayor McCann closed Public Input.*

**ADJOURNMENT**
Mayor McCann adjourned the meeting at 9:42 p.m.

RESPECTFULLY SUBMITTED:

_____
CHRISTIAN D. GOWAN, MPA
CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

UNAPPROVED

NOTE: These Minutes were approved at the_____, 2023 City Commission Regular Meeting.

The following was provided for the record by Mr. Paul Partyka during discussion of Item 500 at the November 16, 2023 City Commission Regular Meeting

Winter Springs Presentation – Catalyst – The Plaza at Town Center

My name is Paul Partyka etc.

Good evening Mr Mayor, members of the Commission, City Manager and City Attorney!

I just want to take a minute to remind us about our past vision on the town center and its beginning since I was there. We wanted to have a strong focal point then and now, for a new dynamic town center having the best of new urbanism for Winter Springs. Let me go back to remind us of the future.

Talks started in 1996…then around February 1998…the city hired the best new urbanism consultants… Dover Kohl, Gibbs Planning and Michael Design group. They set up design sessions involving our city-wide community. Intensive sessions lasted seven days and included interviews with community leaders, stakeholders, property owners, presidents of HOA's within the city, developers, the mayor and city commissioners, city staff, Seminole county staff, reps from the tourist development council, the EDC and the Florida department of transportation.

Our citizens gave clear instructions to the designers: the town center here was to capture the young city's imagination and project a dynamic image for its bright future!

Given the city's maturing population, an urbane residence in the town center would also be ideal for empty nesters without the headache of home ownership who would enjoy an easy walk to restaurants or walking to visit their friends.

Town centers grow the local and regional economy and are key to a sustainable tax base. Land needs to be used and built upon! Creating more tax revenue to pay for the increased costs of operating a city's infrastructure.

After inputs came from hundreds of citizens throughout the city and after hundreds of hours for analysis, a town center master plan was eventually created with the following fundamental principles:

1.Urbanity & high density are ok. Mixed use development is used to create or enhance town centers. Compact developments are smart growth, more efficient and cost effective versus urban sprawl. Mixed-use developments with retail and apartments tend to pay a higher commercial tax rate and provide more services than single family homes.

We were the first in the area to do new urbanism. We were the leaders in the 90's and nearby cities learned from us. Today, those nearby cities have surpassed us and have created their own vibrant mixed-use centers.

2. Flexibility in land use. Uses can change over time naturally the way they normally do in real life. Uses and styles change over time and zoning/land use needs to be adjusted and modified as times change. In our city, we have rezoned the town center many times. In fact rezoning is ever changing throughout the city including the town center. This was mentioned by our consultants that town center land use should be reviewed regularly.

3. This part of 434 should be visibly different. It should have a unique identity to increase quality development potential. The town center is where people gather and events occur. To support this synergy, buildings must move closer together rather than farther apart. For the Town Center this means higher density and mixed uses with high standards of award-winning design

4. Walkability is a key feature. It results from mixing land uses and using building placement to deliberately shape agreeable public places to promote pedestrian and bicycle travel.

5. Lower cost to maintain infrastructure for governments. Less costly when service areas are smaller.

6. Higher density development can increase property values. Apartments were bad mouthed in the past, it was stated..."apartments are tenement housing". When in fact, the opposite is true! Not only are the tenant incomes high but experts believe that having multifamily housing nearby may increase the pool of potential future home buyers, creating more possible buyers for existing owners when they decide to sell their houses.

7. Higher density development generates less traffic than low density development per unit. Apartment tenants typically have less cars per household than single family homes and walk more to nearby destinations.

8. Mixed Use projects encourage high quality design promoting a village-style mix of retail, restaurants, offices, civic uses and multifamily housing.

9. Provides more housing choices for residents. Apartment residents no longer just rent by necessity but more and more they rent by choice and prefer to live in walkable locations with a good mix of retail, residential and civic amenities.

**Retail Demand for our Site:**
Now let me share with you the retail demand for our property. We have revised the site plan several times based on retail demand. There was no demand for any use for the back portion of the property other than apartments and for uses that we or the city would not support, such as, car washes, self-storage, gas stations.

But we did get demand for all the frontage lots with major national brands, if we were able to get multifamily in the back to satisfy the need for increased consumers. Remember the #1 reason for getting commercial is, more customers living in the area. People drive commercial. In fact, the rule of thumb is, commercial comes about 12-18 months after residential is planned. Our goal, with your help, is to come up with a mixed-use project that the city commission can support that would be a vibrant and quality testament for the city of Winter Springs and the town center. And hopefully, serve as a catalyst for future projects coming to our city.

The city has brought on some great new planning people, with a new positive can-do attitude and more urgency to get things done. Give us the opportunity to work with you and your staff to build a project that all will be proud of.

Thank you for listening!

The following was referenced and entered into the record by Mayor Kevin McCann during discussion of Item 502a (previously Consent 305) at the November 16, 2023 Regular Meeting of the City Commission

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| City | DOH | Date In Pos | Current Salary | Salary as of 10/1/2023 | allowances | Time Accrual Provided | Retirement | Employer Contribution | Employee Contribution | Other Benefits |
|---|---|---|---|---|---|---|---|---|---|---|
| Casselberry | 10/7/2002 | 8/27/2012 | 180,567.09 ~~29K~~ | | Car-$300/Mo | Annual - 16.67 hrs/mo<br>Sick-6 hrs/mo<br>Holidays - 8 plus 1 floater | 401a<br>457 | 401a -15% of base pay | 457 - up to 4% match | |
| DeBary | 4/1/2019 | 4/1/2019 | | 190,944.00 | $6,000 | 24 days per calendar year<br>Vac - 10 hrs/mo<br>Sick - 8 hrs/mo<br>Hol - 9 +1 Floater | Defined Contribution | 10% | | |
| Eustis | 6/2/2014 | 5/1/2022 | 160,000.00 | | Phone & Car | 40 hrs/Admin Leave every 10/1 | Defined Contribution | 6% | 4% | |
| Kissimmee | 1/3/1994 | 2010 | 216,777.60 | | | | Local Pension | 3.69% | | |
| Lake Mary | 4/8/2019 | 4/8/2019 | 17 ~~29K~~ | 194,313.60 | Car-$4,800/Yr.<br>Phone-$924/Yr. | 10 Holidays(Inc. 2 Personal Days)<br>Vac-160 hrs/yr.<br>Sick-120 hrs/yr. | 401(a) DC<br>401<br>457-Optional | 12.50% | 2.5% not mandatory | CM 401-10% |
| Leesburg | 12/16/2013 | 12/16/2013 | | 230,443.20 | Car-$300/Mo<br>Cell-52.75/Mo | Admin Leave-40 hrs<br>Floater - 8 hrs<br>PTO - 264 hrs<br>Sick - 8 hrs/mo<br>Vac-13.34 hrs/mo | Defined Contribution | 401- 5% | 457 - EE only | |
| Longwood | 2/24/1998 | (Acting for 3 years prior)<br>3/5/2023 | 151K | 162,515.80 | Phone-$60<br>City Vehicle | Admin-40 hrs/FY<br>Holidays - 11<br>(Inc 1 FI & 1 Bd) | Defined Contribution | 10% | EE can contribute 20% | |
| Maitland | 9/30/2016 | 4/10/2023 | 19K | 277,900.00 | | 310 hrs/Personal<br>100 hrs/Sick | Contribution<br>401/457 | 401 - 6%<br>457-6% | | Payout Personal Leave in excess of 310 hrs/annually.<br>Leased Vehicle<br>5 days bereavement |
| Oviedo | 12/6/1995 | 10/7/2013 | 39K | 204,823.31 | N/A | Vac - 204 hrs/yr.<br>Sick - 96 hrs/yr.<br>Holidays - 11<br>Admin Hrs - 48 | 401(a) DC<br>457 | Up to 5% Match | EE 1% mandatory | Sellback unused vac which exceeds 288 hrs at 100% of the value annually<br>sell back unused sick hrs which exceed 480 at 100% of the value annually |
| Sanford | 9/12/2011 | 9/12/2011 | 208,324.83 | | Annual:<br>Cell-$1,800<br>Auto-$8,600 | PTO - 272 hrs<br>Admin Leave - 40 hrs | Defined Contribution<br>FRS | 3% | | |
| Tavares | 11/6/2006 | 11/6/2006 | | 213,740.00 | N/A | 400 hrs/paid out each fy unused hrs<br>PTO - 240 hrs | Defined Contribution<br>FRS<br>401 | 21.13% | 457-10%<br>EE 3% | |
| Winter Park | 1994 | 1994 | 29K | 240,186.22 | N/A | LTM - 80 hrs<br>Sick - 8 hrs/mo<br>Holidays - 9 | 457 | 7% | mandatory | 457 up to 2% match |
| Winter Garden | 2/15/2018 | 4/14/2022 | 242,550.10 | 254,677.00 | Auto & Phone supplied | Personal - 1<br>Vac - 179.9 hrs/yr<br>Sick - 80 hrs/yr<br>Holidays - 11 | Defined Benefit | 15.59% | 2.50% | |
| Mount Dora | 11/15/2021 | 11/15/2021 | 187,000.32 | 196,350.33 | Auto:<br>$500/month | Personal - 2<br>Vac - 160 hrs/yr<br>PTO-285.10 hrs/yr<br>Admin Leave: 40 hrs/yr | 401a<br>457<br>Defined Contribution (Ocoee | 401a -15% of base pay | 457 - up to 4% match | |
| Ocoee | 7/12/2004 | 7/12/2004 | 210,583.10 | 221,112.26 | Phone &City Vehicle supplied | 9 holidays (2 floating) | General Pension) | 6.97% | 7.4% madatory | CM 401-10.95% |

# PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Ellianos Coffee Shop

## SUMMARY

The applicant seeks approval of Final Engineering (Site Plan), Aesthetic Review and Development Agreement to construct a 8,644 SF site consisting of an 800 SF coffee shop and associated drive-through services on developed church property located at 1421 E. SR-434. The Foundry Church has 290 existing parking spaces. The site would reduce available church parking spaces by 29 spaces, thus yielding 261 available parking spaces to accommodate the proposed and existing uses. The Foundry Church's Executive Pastor provided written permission on June 16, 2023 to apply for this request which is to use the church's parking lot area to construct the proposed coffee shop.

The proposed use of coffee shop aligns with two permitted uses described in the Settlement Agreement and Amendment to Annexation Ordinance No. 64, The Tuscawilla Planned Unit Development, Master Plan for the Tuscawilla Planned Unit Development and Related Matters, recorded and verified March 25, 1991. The proposed development appears to provide considerations for impervious surface and building footprint reductions, landscape enhancements, expedited service times, aesthetics enhancements, and the ability to activate a site currently utilized as a portion of a church parking lot.

Planning & Zoning Board Vote: 4-0-0 (Ferrante/Spalthoff); November 02, 2023

## FUNDING SOURCE

N/A

## RECOMMENDATION

Staff recommends that the City Commission hold a Public Hearing for Final Engineering,, Aesthetic Review and Development Agreement regarding the request to construct and operate a coffee shop in the Planned Unit Development District.

# PUBLIC HEARINGS AGENDA ITEM

CITY COMMISSION

MONDAY, DECEMBER 11, 2023 | REGULAR MEETING

**TITLE**

Ellianos Coffee Shop – Site Plan Application, Aesthetic Review, and Development Agreement.

**SUMMARY**

The Community Development Department requests that the City Commission hold a Public Hearing to consider the Site Application, Aesthetic Review, and First Modification to the Development Agreement in order for the applicant to construct a ±800 sq. ft. coffee shop with a drive-thru on the subject property.

| General Information | | | |
|---|---|---|---|
| Applicant | Christopher Potts | | |
| Property Owner(s) | Metro Church of Christ Inc. | | |
| Location | 1491 E. State Road 434 Winter Springs, FL 32708 | | |
| Tract Size | ±8.76 Acres | | |
| Parcel ID Number | **05-21-31-505-0000-0020** | | |
| Zoning Designation | PUD Planned Unit Development | | |
| FLUM Designation | Commercial | | |
| Adjacent Land Use | North: SR 434<br>East: Government Office<br>South: Church<br>West: Residential (Apartments) | | |
| Principle building setbacks (from property line) | Front: ±80 ft.<br>Minimum: 25 ft.<br>Maximum: 100 ft. | Rear: N/A | Side: ±80 ft.<br>Minimum: 10 ft. |
| Development Standards | Impervious Surface: N/A<br>Existing Parking Lot | Building Height: 20 ft. | |
| Development Permits | The Build Out/Remodel Certificate of Occupancy was issued for the existing church in 2006. | | |
| Development Agreement | First Modification to Development Agreement \| Pending | | |
| Code Enforcement | Not Applicable | | |
| City Liens | Not applicable | | |

**Background:**

The initial use of the site was as Vistawilla Shopping Center – Retail Center Anchor through Developer's Agreement Tuscawilla Tract 15 Parcel 1-C recorded January 14, 1999, Book 3574 Pages 0529-541 (Exhibit J) that allowed for a Kash n' Karry site with development criteria that included two existing ground-mounted signs along State Road 434. Commercial asphalt was added to the site in 1999. Plans submitted to the City of Winter Springs concerning remodeling to a church occurred in August 2005. A Build Out/Remodel Certificate of Occupancy was issued in August 2006 for "Metro Church" (Exhibit J). As of 2018, "The Foundry Church" replaced the entity displayed on the building. The applicant intends to occupy 21 parking spaces that exists on the northwest corner of the existing church parking lot for the development of an Ellianos Coffee Shop.

Per, Exhibit J, the Settlement Agreement and Amendment to Annexation Ordinance No. 64, The Tuscawilla Planned Unit Development, Master Plan for the Tuscawilla Planned Unit Development and Related Matters, recorded March 25, 1991 with the Seminole County (Book 2277, Pages 0464-0498), hereby termed "Agreement," the proposed use of coffee shop aligns with two permitted uses described in "Exhibit B" part one (1) of the Agreement. Those uses are "(ce.) Fast Food Restaurants, Including Drive-Through Services" and "(x.) Confectionary and Ice Cream Stores." Also, part two of the permitted uses indicate the uses may be free-standing or part of an attached shopping center.

The "Confectionary and Ice Cream Stores" classification, according to the North American Industry Classification System (NAICS), through the United States Census Bureau, is associated with NAICS code 722515 (Exhibit H). NAICS Code 722515 entitled Snack and Nonalcoholic Beverage Bars provides a list of related classifications that also includes "Coffee Shops, on Premises Brewing." Therefore, through the NAICS the allowed and intended use of "Confectionary and Ice Cream Stores" and "Coffee Shops, on Premises Brewing," respectively, may be related.

The applicant seeks approval to construct an 8,644 SF site consisting of an 800 SF building with drive-through services within the existing church's impervious parking lot area. The Foundry Church has 290 existing parking spaces. The site would result in a reduction of 29 parking spaces. Per submitted Civil Plans, Exhibit C, the site proposes to repurpose 21 spaces for development. Eight parking spaces will be assigned to the proposed development. The proposed business will not allow patrons to enter the building.

Therefore, the required off-street parking requirement per Chapter 9, Article IV, Division 6, of the City's Land Development Code, of one (1) parking space for each one hundred (100) square-feet of floor space for patron use in the building for the Restaurant, Nightclubs, Tearooms or Lunch Counters classification yields zero (800 SF/0 SF) parking spaces. Additionally, of the General Business and Retail Commercial classification, per City code, requiring one (1) parking space for per three hundred (300) square-feet of floor space in the building exclusive of storage space would at

most require three (3) parking spaces (800SF/300SF=2.67). Submitted plans indicate eight (8) off-street parking spaces which exceeds the parking requirements of both classifications by five (5) parking spaces.

The parking lot contains 290 parking spaces. As reflected in Exhibit C, plans depict 21 parking spaces being utilized for development with an additional eight (8) spaces for parking. The addition of the proposed development will decrease available parking from 290 to 261 parking spaces. Further, the church requires 110 general parking spaces (875 church seats at ratio of 1 parking space per 8 seats). The Calculation provided by the applicant is consistent with Article IV, Division 6, Section 9-277(21) and Section 9-277(26) of the Code of Ordinance of Winter Springs, FL as of the date of this report. Thus, 151 parking spaces remain (290 total parking spaces – 110 church parking spaces – 21 development spaces – 8 parking spaces) to accommodate additional parking needs of the parcel, such as to accommodate 1 parking space per church official resident and 0.5 parking spaces per permanent employee (if any).

The Foundry Church's Executive Pastor provided written permission, Exhibit B, on June 16, 2023 that gives Russell Krausmann permission to apply for a permit to use the church's parking lot area through a ground lease agreement with Crucible Partners, LLC, dba Ellianos Coffee.

Since the November 02, 2023 Planning and Zoning Board meeting, the applicant has submitted an updated plan set that adds a walk-up service window, that the applicant proposed to the Board. The plan set shows the walk-up service window along the northern façade of the proposed building. The additions provide enhancements to make the site more accessible for pedestrian travel along State Road 434. Updated interior elevations, civil plans, and the St. Johns River Water Management District permit were submitted after the meeting and are incorporated into the exhibits of this report.

**Public Notices:**

Notices were mailed to all owners of real property adjacent to and within approximately five-hundred feet (500) of the subject property and all Homeowner's Associations within ½ mile (67 notices)

Notices for the September 6, 2023 Community Workshop were proofed for mailing on August 18, 2023. The notice incorrectly advertised the meeting location as 126 E State Road 434 Suite 1600, Winter Springs, FL 32708. The correct address, 1126 E State Road 434, Winter Springs, FL 32708, was posted on the door of the advertised location by staff on the meeting date. No interested parties were present at the advertised address to direct to the correct address.

Notices for an October 5, 2023 Planning and Zoning Board and October 23, 2023 City Commission Meetings were proofed for mailing on September 25, 2023. These public hearing meeting dates were postponed as a result of newly submitted plans/reports for review. A postponed notice was posted at the door of City Hall Chambers for the

October 5, 2023 Planning and Zoning Board Meeting and October 23, 2023 City Commission Meeting. Notices aforementioned are provided in Exhibit I.

Notices for the November 02, 2023 Planning and Zoning Board and December 11, 2023 City Commission Meetings were issued for mailing on October 18, 2023. Signage was posted on site on October 20, 2023.

**Analysis of Site and Final Engineering (Sec. 20-33.1) Criteria:**
The criteria for Site and Final Engineering Plans are listed below:

(a) Site and final engineering plans and the subdivision of land shall also be subject to the technical requirements set forth in Chapter 9 of the City Code. It is the intent of this section to apply to applications for site and final engineering plans and to any subdivision of land requiring a plat, if applicable, and does not include review and approval of a lot split application. Please see discussion below regarding technical requirements of Chapter 9. The Final Engineering Plans have been reviewed by the City's engineer, concluding that the Plans satisfy the technical requirements provided the conditions of approval set forth below are met.

(b) Except in situations involving one (1) single-family home, the planning and zoning board shall be required to review all site and final engineering plan and subdivision of land applications and make a written recommendation to the city commission. Such recommendation shall include the reasons for the board's recommendation and show the board has considered the applicable criteria set forth in this section.

(c) Upon receipt of the planning and zoning board's recommendation, the city commission shall make a final decision on the application. If the city commission determines that the planning and zoning board has not made a recommendation on an application within a reasonable period of time, the city commission may, at its discretion, consider an application without the planning and zoning board's recommendation.

(d) Except in situations involving one (1) single-family home, all site and final engineering plan and subdivision recommendations and final decisions shall be based on whether the site and final engineering plan and subdivision of land complies with all the technical requirements set forth in chapter 9 of the City Code and the following criteria to the extent applicable:

(1) Whether the applicant has demonstrated the site and final engineering plan and subdivision of land, including its proposed density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions, parking and traffic-generating characteristics, number of persons anticipated using, residing or working under the plan, and other off-site impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity.

**Analysis**: The project proposes a ±8,644 sq. ft. site consisting of a one-story, 800 sq. ft. coffee shop (engineering calculates 820 sq. ft.), with associated drive-throughs, within the existing parking lot through a lease agreement with the landowner. The Foundry Church's Executive Pastor, J. Douglas Meyers, provided written permission, Exhibit B, on June 16, 2023 to Russel Krausmann to apply for using the church's parking lot area through a ground lease agreement with Crucible Partners, LLC, to be used for an Ellianos Coffee establishment.

The Floor Area Ratio (FAR) for a parcel comparison is 0.002 (8.76 acres); 0.093 (8,644 sq. ft) as a site comparison. Noise, refuse, odor, particulates, smoke, fumes, and other emissions are not expected to be more than typical business operations of a standalone coffee shop, and therefore not projected to become a nuisance. Additionally, the building is proposed to be 20 feet in height, include fiber cement siding with metal trim, incorporate canopy and wall mounted lighting, may have hours of operation ranging from 5:30am – 9:00pm daily (based on other Ellianos Coffee Shop hours of operation within the central Florida region) with staffing numbers varying based on operational demands. The proposed site will be setback approximately 80 feet from the front and side property lines. The parcel's entire western property line is equipped with trees and hedges that aide in obscuring visibility from the adjacent parcel. Additionally, the Dimension Plan provided in Exhibit C indicates planned landscaping is proposed to obscure visibility of drive-thru pick up windows from surrounding residential properties and right-of-way. This additional landscaping feature satisfies the requirement of Chapter 20, Article VI, Division 2, Section 20-473(k) of the city's code.

A traffic access study report, Exhibit G, was submitted by the applicant, from Buckholz Traffic, indicates all minor movements at all four intersections currently operate at a Level of Service of B or better during the weekday AM peak hour, and at a Level of Service rating of C during the weekday PM peak hour, under existing conditions with minimal queuing and with a volume-to-capacity ratio well less than one. Buckholz Traffic determined this will continue to be the case under 2024 build conditions and that the new development will not change the connection spacing situation along State Road 434 (SR 434). The dual drive-through is proposed to accommodate ten (10) vehicles as per Exhibit D's vehicle stacking model with an average daily service time of 1.998 minutes per vehicle during the establishment's peak daily sales. The service time per vehicle was calculated with consideration of vehicles arriving every 2.28 minutes. Theoretically, this yields a 0.282-minute overlap from the time a customer is serviced to the time an additional customer arrives during the highest projected demand proposed to occur between the hours of 08:00 am to 9:00 am amounting to a total of 53 visits.

The proposed coffee shop will share a parcel consisting of a church and retail commercial establishments that are located south of the proposed site. The property located to the east is developed county-owned property containing a government office (1495 E SR 434). The property located to the west is zoned Planned Unit Development (PUD) Tuskawilla Tract 15 Parcel 1-C, addressed 440 Courtney Springs Circle, is a 23.86-acre site consisting of luxury apartment homes with a Commercial Future Land Use. The subject site will be located approximately 87 feet away from the

western property line, and approximately 190 feet from the most adjacent residence. Therefore, the proposed coffee shop is not deemed to adversely impact land use activities in the immediate vicinity. The applicant intends to utilize the existing multi-tenant monument sign located on the northwestern corner of the property.

(2) Whether the applicant has demonstrated the size and shape of the site, the proposed access and internal circulation, and the design enhancements to be adequate to accommodate the proposed density, scale and intensity of the site and final engineering plan requested. The site shall be of sufficient size to accommodate design amenities such as screening, buffers, landscaping, open space, off-street parking, safe and convenient automobile, bicycle, and pedestrian mobility at the site, and other similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

**Analysis:** The parcel currently provides four (4) points of access for ingress and egress. Two are located along Vistawilla Drive, and two are located along SR 434. The proposed site plan positions the building adjacent to northwestern entryway along SR 434. On-site improvements include landscape screening for dumpster area and western side of drive-thru area with podocarpus shrubs, and the incorporation of canopy/shade and understory trees (Live Oak and Crape Myrtle respectively). Additionally, live oak and crape myrtle trees will be incorporated at focal entry points. Off-street parking is satisfied by the existing parking lot, and the paving and grading plan proposes to make use of existing catch basin(s) for stormwater management. The Dimension Plan provided in Exhibit C indicates planned landscaping is proposed to obscure visibility of drive-thru pick up windows from surrounding residential properties and right-of-way, a requirement of City code.

(3) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values.

**Analysis:** The development is not expected to have an adverse impact on the local economy. The proposed development is anticipated to add to the local economy by means of providing residents and visitors alike another option for food and drink. Additionally, like and comparable business commercial service types were researched for proximity to the proposed site. The closest standalone coffee shop within the city, compared to the proposed site, is approximately two (2.0) miles west located at 1220 E SR 434. The closest eastern establishment serving coffee with comparable service within the city is located at 1501 E Sr 434 within a gas station that is less than one mile east from the proposed site. At the time of this report, no additional establishments providing a similar service within a two-mile radius of the subject site within the geographical limits of the city's jurisdiction was located. Lastly, the proposed site is located is located approximately 0.4 miles from Florida State Road 417 (FL-417) toll road's entrance/exit ramps. Proximity to this roadway, as well as the closest business of similar service were considered in determining an appropriate search radius of similar business.

(4) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards.

**Analysis:** The subject parcel is developed. The new development will add vegetation, including trees and shrubs and make use of existing stormwater catch basin(s) that is local to the site. To note, the site as it exists at the time of this report is a parking lot. Therefore, development incorporating additional trees and shrubs to the existing impervious parking lot provides benefits that reduces the existing pavement area and is not deemed to increase any adverse impact on the natural environment than what may currently exist. Additionally, Exhibit L provides the St. Johns River Water Management District's permit indicating through condition 17, that the District does not foresee adverse water resource-related impacts.

(5) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on historic, scenic, and cultural resources, including views and vistas, and loss or degradation of cultural and historic resources.

**Analysis:** It is not anticipated that the proposed development will have an adverse impact on any historic, scenic, or cultural resources, including views and vistas, and loss or degradation of cultural and historic resources. It is important to note that the property owner's indication of approval was provided by the Executive Pastor of the church (owner) on stationary with the following phrase: *"May God work in you to create a BETTER YOU and may God work through you to create a BETTER WORLD."* The site, as it exists at the time of this report, is a parking lot. The proposed development enhances and activates the site to become a better use of an existing parking lot. It does so by not only reducing the existing impervious surface area, but also provides space for a revenue generating establishment. The proposed site betters the view of the area by adding Live Oak and Crape Myrtle trees, as well as Podocarpus shrubs, and provides for a revenue generating establishment with a reduced building footprint (800 sq. ft.), as compared to similar establishments that would require more space.

(6) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities.

**Analysis:** The proposed development will include the following public services; water, sewer, stormwater management, police, and fire (Seminole County Fire Department). Water and sewer are available on-site and there is sufficient capacity to accommodate the proposed development. The proposed development is not projected to pose an adverse impact. Additionally, the City's contracted engineering firm calculated the building at 820 sq. ft. with a total flow of 470 GPD. This increases the civil plan calculation by 20 sq. ft. Stormwater plans indicate to make use of existing parking lot catch basin with adjustments to be made for grade. Emergency services

are proposed to be satisfied via the Fire Safety Plan submitting with Exhibit C that indicates how to maneuver the site along with indication of hydrant placement. The proposed site is located along SR-434 which has a pedestrian sidewalk enhanced with existing landscaping.

(7) Whether the site and final engineering plan and subdivision of land, and related traffic report and plan provided by the applicant, details safe and efficient means of ingress and egress into and out of the neighborhood and adequately addresses the impact of projected traffic on the immediate neighborhood, traffic circulation pattern for the neighborhood, and traffic flow through immediate intersections and arterials.

**Analysis:** A traffic access study report, Exhibit G, submitted by the applicant, indicates all minor movements at all four intersections currently operate at a Level of Service of B or better during the weekday AM peak hour, and at a Level of Service rating of C during the weekday PM peak hour, under existing conditions with minimal queuing and with a volume-to-capacity ratio well less than one. Buckholz Traffic determined this will continue to be the case under 2024 build conditions and that the new development will not change the connection spacing situation along State Road The dual drive-through is proposed to accommodate ten (10) vehicles as per Exhibit D's vehicle stacking model with an average daily service time of 1.998 minutes per vehicle during the establishment's peak daily sales. The service time per vehicle was calculated with consideration of vehicles arriving every 2.28 minutes. Theoretically, this yields a 0.282-minute overlap from the time a customer is serviced to the time an additional customer arrives during the highest projected demand projected to occur between the hours of 08:00 am to 9:00 am amounting to a total of 53 visits.

(8) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on housing and social conditions, including variety of housing unit types and prices, and neighborhood quality.

**Analysis:** The proposed development is not projected to have any adverse impact on housing or social conditions as the intended use is a drive-through coffee shop that provides vegetative enhancements and a revenue generating establishment proposed to be in an existing parking lot that currently lacks such enhancements.

(9) Whether the proposed site and final engineering plan and subdivision of land avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other sire elements.

**Analysis:** It anticipated that the proposed development will not emit odors, noise, glares, or vibrations that will adversely impact adjacent properties. Adequate parking, lighting, refuse collection, service delivery, and other necessary elements such as dual drive through windows are proposed. Additionally, the proposed building will be utilized for, and wholly contain, the operations of the business. Services shall be rendered via dual drive-through windows. Customers will not enter the building, and not count towards the parking calculation of the site.

(10) Whether the applicant has provided an acceptable security plan for the proposed establishment to be located on the site and final engineering plan and subdivision of land that addresses the safety and security needs of the establishment and its users and employees and minimizes impacts on the neighborhood, if applicable.

**Analysis:** Elevations and colored renderings, Exhibit E, illustrates that the parking lot and building area will be lit with lighting on site. Additionally, the fire safety plan calls out the proposed route for a fire engine to navigate the site, and the existing fire hydrant that is located south of the proposed site. Additionally, customers will not be entering the building, reducing the potential for user safety issues.

(11) Whether the applicant has provided on the site and final engineering plan and subdivision of land an acceptable plan for the mass delivery of merchandise for new large footprint buildings (greater than twenty thousand (20,000) square feet) including the hours of operation for delivery trucks to come into and exit the property and surrounding neighborhood, if applicable.

**Analysis:** The proposed development encompasses approximately 8,644 SF consisting of an 800 SF building. Therefore, this is not proposed to be a large footprint building necessitating mass merchandise delivery.

(12) Whether the applicant has demonstrated that the site and final engineering plan and subdivision of land have been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.

**Analysis:** The proposed use on the subject site is a drive-through coffee shop developed within an existing parking lot. The proposed site provides the following measures to mitigate adverse impacts:

1. Reduces required impervious surface:
    a. Reduces parking requirements by not servicing customers within the proposed building.
    b. Reduces the potential gross square-footage of the site by rendering services only via drive-through windows. The required building consists of 800 sq. ft. (*engineering calculates 820 sq. ft.*)
2. Provides site enhancements:
    a. Cape Myrtles, Live Oaks, and Podocarpus shrubs incorporated to beautify and buffer
    b. Reduces existing impervious surface.
3. Makes use of an existing site
    a. Tree removal not required.

(13) Whether the applicant has agreed to execute a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code.

**Analysis:** The execution of the binding Modification to the existing Development Agreement is pending.

**Water and Sewer:**
The proposed development will utilize an existing water main located on the property just south of the proposed site.

**Water Concurrency:**
As proposed by the applicant, the water service for the building shall be potable with an expected 50 gallons per day per 100 sq. ft. of floor space plus 15 gallons per day per employee, at four (4) employees. The rate per minute was calculated using an eight (8) hour day with a peaking factor of 4.0. The wastewater demand was calculated similarly with a peaking factor of 3.35.

Potable Water Demand
50 GPD (800 sq. ft./100 sq. ft.) + 15 GPD (4 Employees) = 460 GPD
460 GPD / (8HR/Day * 60 Min/HR) * 4.0 Peaking Factor = 3.83 GPM

Wastewater Demand
50 GPD (800 sq. ft./100 sq. ft.) + 15 GPD (4 Employees) = 460 GPD
460 GPD / (8 HR/Day * 60 Min/HR) * 3.5 Peaking Factor = 3.35 GPM

The City's contracted engineering firm calculated the building at 820 sq. ft. with a total flow of 470 GPD.

**Stormwater:**
The stormwater management system for this project is proposed to connect to existing drainage system(s) located on site.

**St. Johns River Water Management District (SJRWMD):**
SJRWMD Permit Number 29379—11
Issue Date: November 29, 2023

The SJRWMD Permit, Exhibit L, provides enumerated conditions for compliance pertaining to state water requirements including, but not limited to performance-based erosion and sediment control management wherein conditions within the permit discuss activity, posting, scheduling, transferability, final operation and maintenance, required regulatory changes, prehistoric or historical artifacts, wetland/surface water, adverse impacts, biannual inspections, etc.

**Transportation:**
The proposed development will have four (4) means of ingress/egress, two along Vistawilla Drive, and two along SR 434. The traffic study submitted by the applicant indicated that there will be minimal to no impact for AM and PM peak hour traffic conditions at intersections, and determined this will continue to be the case under

2024 build conditions wherein the new development will not change the connection spacing situation along SR 434.

**Parking Analysis:**
Overall, the addition of the proposed development will decrease available parking from 290 to 261 parking spaces. 151 parking spaces remain to accommodate additional parking needs of the parcel such as to accommodate 1 parking space per church official resident and 0.5 parking spaces per permanent employee (if any).

**Aesthetic Review:**
Pursuant to Section 9-603, which sets forth guidelines and minimum standards for Aesthetic Review packages, staff has utilized the below criteria in Section 9-603 to determine the following. The attached Aesthetic Review package includes all of the submittal requirements for aesthetic review as set forth in Section 9-600 through 9-607 and include the following: (a) a site plan; (b) elevations illustration all sides of structures facing public streets or spaces; (c) illustrations of all walls, fences, and other accessory structures and the indication of height and their associated materials; (d) elevation of proposed exterior permanent signs or other constructed elements other than habitable space, if any; (e) illustrations of materials, texture, and colors to be used on all buildings, accessory structures, exterior signs; and (f) other architectural and engineering data as may be required. The procedures for review and approval are set forth in Section 9-603.

| **Aesthetic Review** | |
|---|---|
| 1. | The plans and specifications of the proposed project indicate that the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the particular proposal, surrounding area and cultural character of the community.<br><br>**Analysis:**<br>The proposed exterior color palette provides a modern commercial aesthetic that is dissimilar to the surrounding development.<br><br>The exterior color palette includes dark tones such as tobacco, black, and dark bronze. Overall, the architectural intent of the proposed project includes architecture that enhances, and is complementary to, the styles of architecture along SR 434. |
| 2. | The plans for the proposed project are in harmony with any future development which has been formally approved by the city within the surrounding area.<br><br>**Analysis:**<br>The proposed project is similar terms of color palette and overall architectural design. The project will elevate the aesthetics of this section of the SR 434 corridor. |

| | |
|---|---|
| 3. | The plans for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance:<br>a. Front or side elevations;<br>b. Size and arrangement of elevation facing the street, including reverse arrangement; or<br>c. Other significant features of design such as, but not limited to: materials, roof line, hardscape improvements, and height or design elements.<br><br>**Analysis:**<br>The overall aesthetic of the project provides similar colors to other buildings located on the parcel without being overly similar. The building's colors are of a darker tone but not identical. The buildings details include fiber cement and metal trim which complement the overall façade. Windows along the on the front facade of the building that will face SR-434 is similar to the existing building on the parcel. The proposed design shares appropriate intent without being too similar or dissimilar to surrounding properties. The proposed building sign is similar to existing signage on the property. |
| 4. | The plans for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design features deemed significant based upon commonly accepted architectural principles of the local community.<br><br>**Analysis:**<br>The proposed project enhances the character and overall aesthetics of the surrounding area. Design features incorporated into the project, such as the color palette and siding make it similar but not identical to other buildings in the area. |
| 5. | The proposed project has incorporated significant architectural enhancements such as concrete masonry units with stucco, wrought iron, columns and piers, porches, arches, planting areas, display windows, and other distinctive design detailing and promoting the character of the community.<br><br>**Analysis:** The proposed development is designed to contribute to the quality of architectural styles. Items including fiber cement, metal trim, planting areas, and lighting, windows facing SR 434, although dissimilar to existing developments in the area, provides for an enhancement to the SR 434 corridor's aesthetic in an area that may support neighboring residents and churchgoers alike. |

**Reports:**
The Final Engineering submittal is required to include the following reports or updates of previously prepared reports for the same property.

| Reports | |
|---|---|
| May 2023 | Traffic Access Study Report \| Buckholz Traffic |
| September 2023 | Fire Flow Calculations |

| Procedural History: | |
|---|---|
| June 27, 2023 | Site Plan Review Application \| SP2023-0034<br>Aesthetics Review Application \| AR2023-00000035 |
| September 06, 2023 | Community Workshop |
| November 02, 2023 | Planning & Zoning Board/Local Planning Agency<br>\| Site Plan, Aesthetics, and Development Agreement |

**Applicable Law, Public Policy, and Events:**
Florida Statutes 163.2511-163.3246: Growth Policy; County and Municipal Planning; Land Development Regulation (Provides that land development regulations for municipal planning be consistent with the Comprehensive Plan).
Home Rule Powers
City of Winter Springs Comprehensive Plan
City of Winter Springs Code of Ordinances
Ch. 20, Article VI – S.R. 434 Corridor Vision Plan.
Ch. 20, Sec. 20-464 Building height.
Ch. 20, Sec. 20-601. – Streetscape Requirements.

**Fiscal Impact:**
Development of the subject property as a coffee shop is anticipated to provide an increase to the City's taxable value, as well as serve as a catalyst for future commercial development in the surrounding area.

**Development Agreement:**
Pursuant to Section 20-29 of the City Code, all development projects requiring a community workshop pursuant to Section 20-29.1 shall be required to be memorialized in a binding Development Agreement executed by the City and the property owner. The draft Development Agreement is enclosed as an Exhibit hereto.

**Staff Recommendation:**

Staff recommends that the City Commission hold a public hearing and make a recommendation regarding the request to construct and operate in the Planned Unit Development District subject to the following conditions:

1. Execution of the proposed development agreement.

2. Substantial conformance to Exhibit C – Civil Plans, Exhibit D – Vehicle Stacking, and Exhibit E – Elevations and Colored Renderings.

3. The use of ground-mounted or monument signs shall remain restricted as set forth in the Developer's Agreement for Tuscawilla Tract 15 Parcel 1-C, recorded at Official Records Book 3574, Pages 0532 through 0533, Public Records of Seminole County, Florida.

**Attachments:**

Exhibit A – Site Plan & Aesthetic Review Applications
Exhibit B – Property Owner Permission Letter
Exhibit C – Civil Plans
Exhibit D – Vehicle Stacking
Exhibit E – Elevations and Colored Renderings
Exhibit F – Fire Flow Calculations
Exhibit G – Traffic Access Study Report
Exhibit H – NAICS Classification
Exhibit I – Mailing List and Public Notices
Exhibit J – Previous Agreements
Exhibit K – Development Agreement
Exhibit L – St. Johns River Water Management District Permit 29379-11

**CITY OF WINTER SPRINGS**
**COMMUNITY DEVELOPMENT DEPARTMENT**
**1126 East State Road 434**
**Winter Springs, Florida 32708**
customerservice@winterspringsfl.org

**Application – Site Plan Review/Subdivision**

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Florida Statue 419.001. The sufficiency review shall be completed within thirty (30) calendar days per FL Statue 166.033. By submitting this application, you hereby grant temporary right of entry for City officials to enter upon the subject property for purposes of evaluating this application.

**Site Plan Type:**

Type of Development: ____ Residential X Non-Residential Plan ____ Sales Trailer

____Preliminary Review ___Final Review ___Combined Preliminary/Final ___Resubmittal ___ Recorded Plat

Project Name: Ellianos Coffee Shop - Winter Springs Date: 06/13/2023

**Applicant/Agent Information:**

Applicant(s): Christopher Potts
Mailing Address: 3530 NW 43rd Street, Gainesville, Fl 32606
Email: chris.potts@jbpro.com
Phone Number: (352) 375-8999

**Person Who Will Upload Plans*** (First, Last): Christopher, Potts
Email: chris.potts@jbpro.com Phone#: (352) 375-8999

**Property Owner(s) Name** (If Applicant is not the Property Owner):

Name: Joel Douglas Meyers
Email: dougmeyers@thefoundryc.org Phone#: 407-366-7714 x105
Mailing Address: 1491 E. SR. 434, Winter Springs, FL 32708
Phone Number: 407-366-7714

**Site Information:**

Project Address: 1491 E State Road 434, Winter Springs, Fl 32708
Parcel ID(s): 05-21-31-505-0000-0020
Parcel Size: 0.32 Acre
Existing Use: Parking Lot
Proposed Use: Coffee Shop
Zoning District: Planned Unit Development, PUD
Future Land Use: Commercial

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**Application – Site Plan Review/Subdivision**

Is the property located in the Town Center District? _____Yes X No

Is the property within the S.R. 434 Corridor Overlay District? _____Yes X No

Is the property located in the Greeneway Interchange Zoning District? _____Yes X No

The Planning and Zoning Board/Local Planning Agency shall review Site Plan Applications and make a written recommendation to the City Commission. The City Commission shall render all final decisions regarding Preliminary and Final Engineering Plans and may impose reasonable conditions on any approved plans to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the City Code and Comprehensive Plan. All formal decisions shall be based upon the applicable criteria as set forth in the City's Code of Ordinances Chapter 9, Land Development and Chapter 20, Zoning.

Applicants are advised, that if they decide to appeal any decisions made at the meetings or hearings, with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to ensure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per 286.0105, Florida Statutes.

**Application Fees:**

Fees are shown below plus actual costs incurred for advertising or notification, and reimbursement for technical, and/or professional services which may be required in connection with the review, inspection or approval of any development (based on accounting submitted by the City Consultant), payable prior to approval of the pertinent stage of development.

**Residential Site Plan Review**

| | |
|---|---|
| Preliminary Site Plan (includes two reviews) | $1,200 + $5/lot |
| Final Site Plan (includes two reviews) | $1,000 + $10/lot |
| Combined Preliminary/Final (includes four reviews) | $2,200 + $15/lot |

**Non-Residential Site Plan Review**

| | |
|---|---|
| Preliminary Site Plan (includes two reviews) | $3,000 + $5/lot |
| Final Site Plan (includes two reviews) | $2,500 + $10/lot |
| Combined Preliminary/Final (includes four reviews) | $5,500 + $15/lot |

| | |
|---|---|
| Sales Trailer Plan | $200 |

| | |
|---|---|
| Recorded Plat + actual cost | $500 |

| | |
|---|---|
| Resubmittal (each review) | $500 |

**Total Due** $2500

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customerservice@winterspringsfl.org

**Application – Site Plan Review/Subdivision**

**THIS APPLICATION MUST BE SIGNED IN THE PRESENCE OF A NOTARY**

This is to certify that I am the owner in simple fee of the subject property as described in this application for Site Plan Review.

Property Owner(s) Name (Print): Russell Krausmann

Property Owner Signature: _____ Date: 6/17/23

Property Owner(s) Name (Print): _____

Property Owner Signature: _____ Date: _____

STATE OF Florida COUNTY OF Lake

The foregoing instrument was acknowledged before me this 17 day of June, 2023, by Russell R. Krausmann who is personally known to me or who has produced FL IDL as identification and who did/did not take an oath.

_____ Date: 6-17-2023

Notary Public Signature: Breanna Herouart

My Commission Expires: 3-23-2027

(seal): Notary Public State of Florida Breanna Herouart My Commission HH 377788 Expires 3/23/2027

**Note: If the applicant is not the property owner the Property Owner shall sign and have their signature notarized below, authorizing the applicant and/or agent permission to submit the Site Plan Review application.**

Property Owner's Name (Print): Joel Douglas Meyers, Exec. Pastor

Property Owner Signature: _____ Date 6/17/23

STATE OF Florida COUNTY OF Lake

The foregoing instrument was acknowledged before me this 17 day of June, 2023, by Joel D. Meyers who is personally known to me or who has produced FL IDL as identification and who did/did not take an oath.

_____ Date: 3-23-2027

Notary Public Signature: Breanna Herouart

My Commission Expires: 3-23-2027

(seal): Notary Public State of Florida Breanna Herouart My Commission HH 377788 Expires 3/23/2027

**CITY OF WINTER SPRINGS**
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**Application – Aesthetic Review**

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Chapter 9–Aesthetic Review Sec.9-605. The sufficiency review shall be completed within thirty (30) calendar days per FL Statue 166.033. Once the application is deemed sufficient, the applicant shall move forward with the Community Workshop, required per Chapter 20–Zoning Sec.20-29.1.

Applicants are responsible for posting notice (provided by the city) on the site at least seven (20) days prior to the City Commission (CC) meeting at which the matter will be considered. Said notice shall not be posted within the City right-of-way.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Conditional Use is quasi-judicial in nature. Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with Chapter 2 – Administration Sec. 2-30 of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Aesthetic Review recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Aesthetic Review and may impose reasonable conditions on any approved Aesthetic Review to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 9, Aesthetic Review Standards. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

An Aesthetic Review Approval by the City Commission under this article shall be valid for a maximum of eighteen (18) months from the date the city commission renders its approval at a public meeting. If the applicant fails to obtain a building permit within the eighteen (18) month period, the city commission's approval shall expire at the end of the period. However, once a building permit is issued, the approval shall be valid for a time period equal to the permit and shall expire only if the building permit expires. Reasonable extensions may be granted by the city commission upon good cause shown by the applicant, provided substantial changes have not occurred in the surrounding area that would make the prior approval inconsistent with the criteria set forth in Chapter 9-Aesthetic Review Sec.9-9603

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**Application – Aesthetic Review**

REQUIRED INFORMATION:

Applicant(s): Christopher Potts Date: 6/14/2023

Mailing address: 3530 NW 43rd Street, Gainesville, Fl 32606

Email: chris.potts@jbpro.com

Phone Number: (352) 375-8999

Property Owner(s): Metro Church of Christ, Inc. dba The Foundry Church,

Mailing Address: 1491 E. SR 434, Winter Springs FL 32708 Joel Douglas Meyers, Exe. Pastor

Email: dougmeyers@thefoundryc.org

Phone Number: 407-448-5192 (cell) 407-366-7714 x105

Project Name: Ellianos Coffee Shop - Winter Springs

Property Address: 1491 E State Road 434, Winter Springs, Fl 32708

Parcel ID(s): 05-21-31-505-0000-0020

Parcel Size: 0.32 Acre

Existing Use: Parking Lot

Future Land Use: Coffee Shop

Zoning District: Planned Unit Development, PUD

Final Engineering Approval Date: _____

Has the applicant agreed to a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by city code? Yes ____ No X____

List all witnesses that the applicant intends to present to the City Commission to provide testimony:

Chad Stewart - Ellianos Coffee Shop Franchise Development

Tim Boehlein - Engineering Manager

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

Civil Plans and expert testimony

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**Application – Aesthetic Review**

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing_

CRITERIA FOR REVIEW:

1. The PLANS AND SPECIFICATIONS of the proposed project indicate that the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the particular proposal, surrounding area and cultural character of the community.
2. The PLANS for the proposed project are in harmony with any future development which has been formally approved by the City within the surrounding area.
3. The PLANS for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance:
    a. Front or side elevations;
    b. Size and arrangement of elevation facing the street, including reverse arrangement; or
    c. Other significant features of design such as, but not limited to: materials, roof line, hardscape improvements, and height or design elements.
4. The PLANS for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design features deemed significant based upon commonly accepted architectural principles of the local community.
5. The PROPOSED PROJECT is consistent and compatible with the intent and purpose of this article, the Comprehensive Plan for Winter Springs, design criteria adopted by the City (e.g. Town Center guidelines, SR 434 design specifications) and other applicable federal, state or local laws.
6. The PROPOSED PROJECT has incorporated significant architectural enhancements such as concrete masonry units with stucco, marble, termite-resistant wood, wrought iron, brick, columns and piers, porches, arches, fountains, planting areas, display windows, and other distinctive design detailing and promoting the character of the community.

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**Application – Aesthetic Review**

REQUIRED DOCUMENTATION (PDF):

X A complete Application and applicable fee

- X Minor (Site less than 2 acres) – $300*
- ___ Major (Site greater than 2 acres) – $600*
- ___ Modification of previously approved Aesthetic Review – $300*

X A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).

X Site Plan

___ Building Elevations (color) illustrating all sides of structures

___ COLOR RENDERING illustrating street view with landscaping at time of planting;

___ ILLUSTRATIONS of all WALLS, FENCES, AND OTHER ACCESSORY STRUCTURES and indication of their height and the materials proposed for their construction;

___ SIGNAGE ELEVATIONS of proposed exterior permanent signs, outdoor advertising or other constructed elements other than habitable space, if any;

___ IDENTIFICATION of MATERIALS, TEXTURES, AND COLORS (include paint chips) to be used on all buildings, accessory structures, exterior signs, and other constructed elements;

X OTHER architectural and engineering data as may be requested to clarify the application.

___ For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 – Zoning Sec.20.29 Applications (7) – (11).

* Fees are as shown above plus actual costs incurred for advertising or notification, and for reimbursement for technical and/or professional services which may be required in connection with the review, inspection or approval of any development (based on accounting submitted by the city's consultant), payable prior to approval of the pertinent stage of development.

THE FOUNDRY CHURCH

June 16, 2023

City of Winter Springs Permitting

Re: Crucible Partners, LLC, dba Elliano's Coffee
c/o Russell Krausmann, President

This letter gives Russell Krausmann permission to apply for a permit to use The Foundry Church's parking lot area through a ground lease agreement with Crucible Partners, LLC to be used as an Elliano's Coffee establishment.

If you have any questions, please contact me at 407-366-7714 X105.

Sincerely,

J. Douglas Meyers
Executive Pastor



1491 E. SR 434 • Winter Springs, Florida 32708
407.366.7714 • Fax 407.366.3021 • visitfoundry.org • Formerly Metro Church

## GENERAL DEVELOPMENT NOTES:

1. PROJECT NAME: ELLIANOS COFFEE SHOP – WINTER SPRINGS, FL
2. PROJECT LOCATION: 1491 E SR 434, WINTER SPRINGS FL, 32708
3. OWNER: RUSSELL KRAUSMANN, CRUCIBLE PARTNERS LLC
4. CIVIL ENGINEER: JBROWN PROFESSIONAL GROUP INC.; CONTACT: TIMOTHY BOEHLEIN, P.E.
   (352) 375-8999
5. SURVEYOR: JBROWN PROFESSIONAL GROUP INC.; CONTACT: TROY WRIGHT, PSM.
   (352) 375-8999
6. VICINITY MAP: SEE MAP THIS SHEET
7. TAX PARCEL NO'S.: 05-21-31-505-0000-0020
8. PROJECT SIZE: 0.20± ACRES
9. SECTION: 8
10. TOWNSHIP: 21 SOUTH
11. RANGE: 31
12. FUTURE LAND USE: COMMERCIAL
13. ZONING: PUD, PLANNED UNIT DEVELOPMENT
14. FLOODPLAIN: THIS PROJECT IS NOT LOCATED IN A FEDERAL FLOOD ZONE
15. PARKING REQUIREMENTS (PER CITY OF WINTER SPRINGS) MASTER DEVELOPMENT PARKING CALCULATIONS;

    CHURCH = 1 SPACE / 8 SEATS
    REQUIRED PARKING = 875 SEATS / 8 SEATS = 110 SPACES

    RESTAURANT = 1 SPACE / 100 SF
    REQUIRED PARKING = 4,500 SF / 100 SF = 45 SPACES

    GENERAL BUSINESS = 1 SPACE / 300 SF
    REQUIRED PARKING = 8,000 SF / 300 SF = 27 SPACES

    ELLIANOS COFFEE SHOP
    REQUIRED PARKING = 1 SPACE / 100 SF
    = 800 SF / 100 SF = 8 SPACES

    | | | |
    |---|---|---|
    | TOTAL PARKING REQUIRED | = | 190 SPACES |
    | EXISTING PARKING | = | 290 SPACES |
    | PARKING TO BE REMOVED | = | 20 SPACES |
    | TOTAL PARKING PROVIDED | = | 270 SPACES |

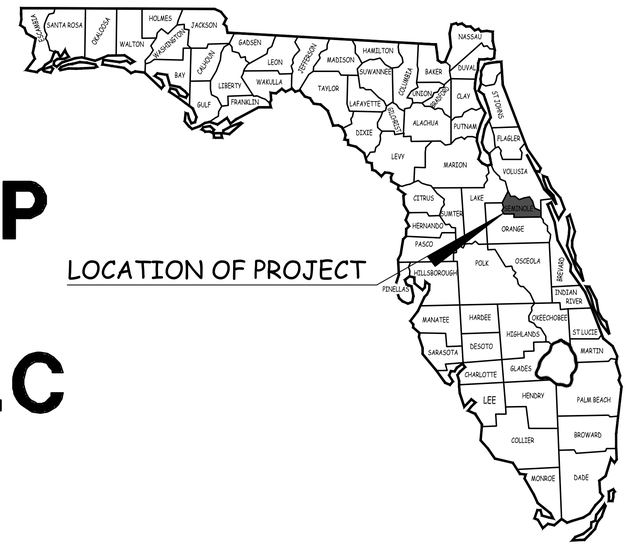
16. PROJECT DESCRIPTION:

    CONSTRUCTION OF A 800 SQUARE FOOT ELLIANOS COFFEE SHOP WITH REQUIRED UTILITY INFRASTRUCTURE IMPROVEMENTS.

17. DEVELOPMENT DATA:

| | | | | |
|---|---|---|---|---|
| TOTAL PROJECT AREA | = | 8,644 SF | = 0.20 AC | |
| BUILDING AREA | = | 800 SF | = 0.02 AC | = 9% |
| PAVEMENT & SIDEWALK AREA | = | 6,634 SF | = 0.15 AC | = 77% |
| TOTAL IMPERVIOUS AREA | = | 7,434 SF | = 0.17 AC | = 86% |
| OPEN AREA | = | 1,210 SF | = 0.03 AC | = 14% |

# CONSTRUCTION PLANS OF ELLIANOS COFFEE SHOP FOR CRUCIBLE PARTNERS LLC




GENERAL COUNTYWIDE LOCATION MAP

NTS

LOCATION MAP

**ELLIANOS COFFEE SHOP - WINTER SPRINGS**

**SHEET INDEX**


| SHEET NO. | TITLE |
|---|---|
| C0.0 | COVER SHEET |
| C0.1 | LEGEND, ABBREVIATIONS, AND NOTES |
| C1.0 | MASTER SITE PLAN |
| C2.0 | DEMOLITION PLAN |
| C3.0 | EROSION, AND SEDIMENTATION CONTROL PLAN |
| C4.0 | DIMENSION PLAN |
| C5.0 | FIRE SAFETY PLAN |
| C6.0 | PAVING, GRADING, AND DRAINAGE PLAN |
| C7.0 | UTILITY PLAN |
| C8.0 | LANDSCAPE PLAN |
| C9.0 | DETAILS AND NOTES |
| S-1 | BOUNDARY AND TOPOGRAPHIC SURVEY |


Z:\499-23-03 - Ellianos Coffee - Seminole County\Production\Civil\Sheets\C0.0 Cover Sheet.dwg, 11/27/2023 3:04:04 PM, MichaelP, DWG To PDF.pc3

**REVISIONS**

| NO. | DATE | DESCRIPTION | DRWN | APPR |
|---|---|---|---|---|
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ENGINEER OF RECORD: **TIMOTHY J. BOEHLEIN, P.E. FLORIDA LICENSE NO. 96416**

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TIMOTHY J. BOEHLEIN LICENSE No. 96416 STATE OF FLORIDA PROFESSIONAL ENGINEER

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4420 US-1 S, Suite 1 | St. Augustine, Florida 32086

Gainesville: (352) 375-8999 | St. Augustine: (904) 789-8999
Toll Free: (844) Go-JBPro | E-mail: contact@jbpro.com

SHEET TITLE: COVER SHEET

DATE: NOVEMBER 2023

PROJECT NO: 499-23-03

CLIENT: CRUCIBLE PARTNERS LLC
ORLANDO, FL

PROJECT: ELLIANOS COFFEE SHOP
WINTER SPRINGS

SHEET NO: C0.0

## PAVING, GRADING AND DRAINAGE SPECIFICATIONS

1. ALL DRAINAGE CONSTRUCTION, INCLUDING MATERIALS, CONSTRUCTION TECHNIQUES, AND TECHNICAL STANDARDS, SHALL BE IN ACCORDANCE WITH THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
2. ALL AREAS OF NEW CONSTRUCTION SHALL BE CLEARED AND GRUBBED. SUITABLE TOP SOIL REMAINING ONSITE MAY BE STOCKPILED FOR FINE GRADING IN LANDSCAPED AREAS. THE CONTRACTOR SHALL FURNISH ALL FILL REQUIRED AND DISPOSE OF ALL EXCESS OR UNSUITABLE MATERIAL OFFSITE IN ACCORDANCE WITH ALL REGULATORY REQUIREMENTS. TREES TO REMAIN SHALL BE PROTECTED PRIOR TO STARTING CONSTRUCTION AND SHALL BE PROTECTED THROUGHOUT SITE CONSTRUCTION.
3. ALL NEW ASPHALT PAVEMENT CONSTRUCTION SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:
   A. EARTHWORK: FILL MATERIALS SHALL CONFORM TO AASHTO SOIL GROUPS A-1, A-2, A-3, OR A-4 AND SHALL BE PLACED IN 6" – 12" LOOSE LIFTS AND COMPACTED TO 95% DENSITY USING MODIFIED PROCTOR METHOD (AASHTO T-180).
   B. SUBSOIL EXCAVATION: WHERE SUBSOIL EXCAVATION IS REQUIRED, UNSUITABLE MATERIALS SHALL BE REMOVED TO A DEPTH OF 18" BELOW THE LIMEROCK BASE AND BACKFILLED WITH CLEAN FILL.
   C. STABILIZED SUBGRADE: ALL STABILIZED MATERIAL SHALL CONFORM TO SECTION 914 AND PLACED ACCORDING TO SECTION 160 IN ONE 12" MINIMUM COMPACTED LIFT. SUBGRADE SHALL BE STABILIZED TO A MINIMUM LBR VALUE OF 40 PER DESIGN SECTION.
   D. BASE COURSE: ALL MATERIAL SHALL BE LIMEROCK CONFORMING TO SECTION 911 AND PLACED ACCORDING TO SECTION 200 IN ONE 6" (PER DESIGN SECTION) MINIMUM COMPACTED LIFT. ALL BASE MATERIAL SHALL BE COMPACTED TO 98% DENSITY BY MODIFIED PROCTOR METHOD (AASHTO T-180). THE PRIME COAT SHALL CONFORM TO SECTION 300.
   E. ASPHALTIC CONCRETE: ALL ASPHALTIC CONCRETE MATERIAL SHALL BE SUPERPAVED (TYPE & THICKNESS PER DESIGN SECTION) AND SHALL CONFORM TO SECTION 334. ALL ASPHALTIC CONCRETE CONSTRUCTION SHALL CONFORM TO SECTION 330.
4. ALL CONCRETE USED FOR CONSTRUCTION OF DRAINAGE STRUCTURES, SIDEWALKS, SPILLWAYS, CURBING, ETC. SHALL BE CLASS I CONFORMING TO SECTION 346.
5. SIDEWALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 522.
6. REINFORCED CONCRETE PIPE (RCP) SHALL CONFORM TO SECTION 449.
7. HIGH DENSITY POLY ETHYLENE (HDPE) SHALL CONFORM TO SECION 431-2.3 AND 431-3.3.
8. SILT FENCE SHALL BE TYPE III PER FDOT INDEX NO. 102.
9. EXISTING TOPOGRAPHY INFORMATION DEPICTED IS BASED ON TOPOGRAPHIC SURVEYS PROVIDED BY JBROWN PROFESSIONAL GROUP INC. ON 06/13/2023. JBROWN PROFESSIONAL GROUP INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE TOPOGRAPHIC CONDITIONS DEPICTED. THE CONTRACTOR SHALL VERIFY ALL EXISTING ELEVATION GRADES AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES THAT WILL AFFECT FINISH GRADE DESIGN FOR PROPER RUNOFF CONDITIONS PRIOR TO CONSTRUCTION.

## GENERAL CONSTRUCTION NOTES

1. TRAFFIC CONTROL WITHIN EXISTING R/W SHALL BE IN ACCORDANCE WITH LATEST MUTCD OR FDOT STANDARDS FOR CONTROL OF TRAFFIC THROUGH WORK ZONES.
2. WINTER SPRINGS SHALL BE NOTIFIED 24 HOURS IN ADVANCE FOR INSPECTION OF PERTINENT STAGES OF CONSTRUCTION WITHIN THEIR R/W. SUCH STAGES INCLUDE SUBGRADE PREPARATION, LIMEROCK PLACEMENT, INSPECTION OF THE SWEPT LIMEROCK BASE PRIOR TO THE PLACEMENT OF ASPHALT, AND OTHERS AS REQUIRED FOR APPROVAL.
3. WHERE SUBSOIL EXCAVATION IS REQUIRED, THE LIMITS OF EXCAVATION SHALL BE A MINIMUM OF 18" BELOW THE LIMEROCK BASE. EXACT LOCATIONS OF SUBSOIL EXCAVATION SHALL BE AS DIRECTED BY CITY OF MARIANA.
4. CONTRACTOR SHALL DISPOSE OF SUBSOIL EXCAVATED MATERIALS (UNSUITABLE FOR FILL) OFF-SITE TO A PERMITTED LOCATION OR PER AN APPROVED DISPOSAL PLAN AND LOCATION SITE.
5. ALL ROADSIDE PUBLIC UTILITY EASEMENTS (PUE'S) ARE TO BE CLEARED AND GRUBBED.
6. TRAFFIC CONTROL AND SIGNING FOR CONSTRUCTION WITHIN OR INTERSECTING EXISTING CITY OR STATE RIGHT-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH FDOT INDEX No 600 THRU 651 AND THE MUTCD, AS APPROPRIATE. WHERE POST MOUNTED SIGNS ARE REQUIRED, THE FIRST TWO WARNING SIGNS SHALL HAVE AN 18" x 18" ORANGE FLAG AND A TYPE B (HIGH INTENSITY, FLASHING) WARNING LIGHT OPERATING AT ALL TIMES.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES WITHIN THE WORK LIMITS OF ALL IMPROVEMENTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES DURING CONSTRUCTION. IN THE EVENT THAT A UTILITY CONFLICT OCCURS, CONTRACTOR SHALL NOTIFY JBPRO AND THE UTILITY PROVIDER TO COORDINATE REMEDIAL ACTION.
8. ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY SHALL BE SEEDED, FERTILIZED, AND MULCHED UNLESS SODDING IS OTHERWISE SPECIFIED. SODDING IS REQUIRED ON ALL SLOPES 3:1 OR STEEPER.
9. CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF ALL FOREIGN DEBRIS AND MATERIAL OFFSITE. DISPOSAL METHODS AND LOCATION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS AND REQUIREMENTS.

## EROSION AND SEDIMENTATION CONTROL

1. SEE DEMOLITION PLAN FOR SPECIFIC EROSION/SEDIMENTATION CONTROL MEASURES.
2. SILT FENCING AND/OR STAKED HAYBALES SHALL BE CONSTRUCTED WHERE SHOWN ON THE DRAWINGS PRIOR TO STARTING CONSTRUCTION. ALL STORMDRAIN INLETS SHALL BE PROTECTED DURING CONSTRUCTION IN ACCORDANCE WITH FDOT INDEX NO. 102.
3. ALL EROSION AND SEDIMENTATION CONTROL STRUCTURES SHALL BE INSPECTED AT LEAST ONCE PER WEEK AND AFTER 1/2" OR GREATER RAINFALL.
4. ALL EROSION AND SEDIMENTAION CONTROL STRUCTURES SHALL BE MAINTAINED UNTIL VEGETATION IS FULLY ESTABLISHED.
5. THE STORMDRAIN SYSTEM SHALL BE FLUSHED OUT TO REMOVE ALL ACCUMULATED DEBRIS AND SEDIMENT UPON COMPLETION OF CONSTRUCTION.
6. ALL DISTURBED AREAS IN THE CONSTRUCTION AREA SHALL BE COMPLETELY GRASSED BY COMPLETION OF CONSTRUCTION. GRASS SEEDING RATES AND MIXTURES SHALL BE PER FDOT INDEX NO. 104. EVIDENCE OF GROWTH MUST BE PRESENT PRIOR TO FINAL RELEASE.
7. DEBRIS IN THE ISOLATOR ROWS OF THE EXFILTRATION SYSTEM SHALL BE MANUALLY REMOVED OR VACUUMED UPON COMPLETION OF CONSTRUCTION.

## WORK WITHIN CITY RIGHT-OF-WAY

1. THE METHOD AND MANNER OF PERFORMING THE WORK AND THE QUALITIES OF MATERIAL FOR CONSTRUCTION WITHIN THE CITY RIGHT-OF-WAY SHALL CONFORM TO THE REQUIREMENTS SPECIFIED BY CITY OF WINTER SPRINGS.
2. NO WORK SHALL BE DONE NOR MATERIALS USED IN THE RIGHT-OF-WAY WITHOUT INSPECTION BY CON. THE CONTRACTOR SHALL FURNISH CITY OF WINTER SPRINGS WITH EVERY REASONABLE FACILITY FOR ASCERTAINING WHETHER THE WORK PERFORMED AND MATERIALS USED ARE IN ACCORDANCE WITH THE REQUIREMENTS AND INTENT OF THE PLANS AND SPECIFICATIONS.
3. THE CITY OF WINTER SPRINGS RESERVES THE RIGHT TO MODIFY THE PROPOSED WORK WITHIN THEIR RIGHT-OF-WAY TO ENSURE COMPATIBILITY WITH EXISTING IMPROVEMENTS. SUCH MODIFICATION COSTS SHALL BE BORN BY THE CONTRACTOR.

## WORK WITHIN FDOT RIGHT-OF-WAY

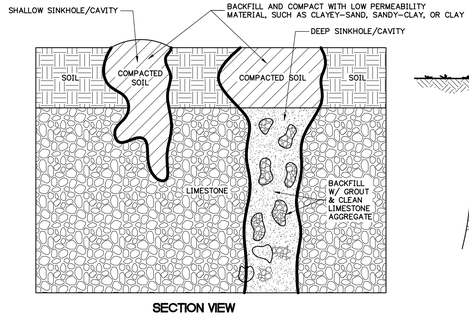
1. ALL WORK PERFORMED WITHIN THE DEPARTMENT'S RIGHT-OF-WAY SHALL CONFORM TO THE MOST CURRENT EDITION OF THE FOLLOWING PUBLICATIONS.
   A. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (ENGLISH)
   B. FDOT STANDARDS INDEX (ENGLISH)
   C. FDOT PLANS PREP MANUAL
   D. FDOT FLEXIBLE PAVEMENT DESIGN MANUAL FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION
2. SHOULD A CONFLICT ARISE BETWEEN THE DETAILS SHOWN IN THE PLANS AND THE DEPARTMENT OF TRANSPORTATION STANDARDS THE ENGINEER/APPLICANT SHALL IMMEDIATELY CONFER WITH THE DEPARTMENT'S ENGINEER IN ORDER TO RESOLVE THE DISCREPANCY.
3. ALL TRAFFIC STRIPING AND MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC.
4. REMOVAL OF EXISTING STRIPING SHALL BE ACCOMPLISHED USING THE "HYDRO-BLAST" METHOD. IF THIS PROCESS DAMAGES/SCARS PAVEMENT, THEN THE PAVEMENT SHALL BE MILLED AND RESURFACED PER FDOT STANDARDS.
5. ALL DIRECTIONAL ARROWS SHALL BE PLACED AS ONE SEGMENT.
6. ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS AT PAVEMENT MARKING LIMITS OF CONSTRUCTION.
7. ALL CURB AND GUTTER AND SIDEWALK WILL BE REMOVED AND REPLACED JOINT TO JOINT.
8. ALL DISTURBED AREA WITH THE DEPARTMENT'S RIGHT-OF-WAY SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SODDING THE AREA DISTURBED (BERMUDA IN RURAL, CENTIPEDE IN UTILITY STRIPS).
9. BURNING OF ANY MATERIAL OR DEBRIS IS PROHIBITED IN FDOT RIGHT-OF-WAY.
10. ALL LANES MUST BE OPENED FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT.
11. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC PLAN AND SUBMIT TO FDOT PRIOR TO CONSTRUCTION COMMENCING.
12. THE GOVERNING PUBLICATIONS FOR MAINTENANCE OF TRAFFIC ARE THE CURRENT FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX 600 AND THE CURRENT FDOT STD. SPEC. FOR ROADWAY & BRIDGE CONST., SECTION 102, AND THE LATEST EDITION OF THE MUTCD.

## STANDARD ABBREVIATIONS

| | |
|---|---|
| ACPW | ALACHUA COUNTY PUBLIC WORKS |
| ADJ | ADJACENT |
| ALUM | ALUMINUM |
| APT | APARTMENT |
| ASPH | ASPHALT |
| B&J | BORE & JACK |
| BC | BACK OF CURB |
| BCCMP | BITUNIMOUS COATED CORRUGATED METAL PIPE |
| BLDG | BUILDING |
| BM | BENCHMARK |
| BOP | BEGINNING OF PROFILE |
| BSL | BUILDING SETBACK LINE |
| C&G | CURB & GUTTER |
| C1 | CURVE ONE |
| CATV | CABLE TELEVISION |
| CET | CURB END TAPER |
| CF | CUBIC FEET |
| CI | CAST IRON |
| CL | CENTER LINE |
| CLF | CHAIN LINK FENCE |
| CMP | CORRUGATED METAL PIPE |
| CMPA | CORRUGATED METAL PIPE ARCHED |
| CMU | CONCRETE MASONRY UNIT |
| CO | CLEAN OUT |
| COGOS | CITY OF WINTER SPRINGS |
| COMM | COMMUNICATIONS |
| CONC | CONCRETE |
| CPE | CORRUGATED POLYETHYLENE PIPE |
| CY | CUBIC YARD |
| DBI | DITCH BOTTOM INLET |
| DCBP | DOUBLE CHECK BACKFLOW PREVENTER |
| DEG | DEGREES |
| DHWL | DESIGN HIGH WATER LEVEL |
| DI | DUCTILE IRON |
| DIA | DIAMETER |
| DIM | DIMENSION |
| DIP | DUCTILE IRON PIPE |
| E | EAST |
| E/M | EASEMENT |
| EL | ELEVATION |
| ELEC | ELECTRIC |
| EOP | END OF PROFILE |
| EP | EDGE OF PAVEMENT |
| ERCP | ELLIPTICAL REINFORCED CONCRETE PIPE |
| EX | EXISTING |
| FC | FACE OF CURB |
| FDC | FIRE DEPARTMENT CONNECTION |
| FDEP | FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION |
| FDOT | FLORIDA DEPARTMENT OF TRANSPORTATION |
| FF | FINISH FLOOR |
| FG | FINISH GRADE |
| FH | FIRE HYDRANT |
| FL | FIRE LINE |
| FLL | FLOW LINE |
| FM | FORCE MAIN |
| FO | FIBER OPTIC |
| FP | FLOOD PLAIN |
| FT | FEET |
| FUT | FUTURE |
| GALV | GALVANIZED |
| GRU | GAINESVILLE REGIONAL UTILITIES |
| GV | GATE VALVE |
| HC | HANDICAP |
| HP | HIGH POINT |
| HR | HOUR |
| INV | INVERT |
| JBPRO | JBROWN PROFESSIONAL GROUP, INC. |
| LF | LINEAR FEET |
| L1 | LINE ONE |
| LAT | LATITUDE |
| LONG | LONGITUDE |
| LP | LOW POINT |
| LT | LEFT |
| MAINT | MAINTENANCE |
| MAX | MAXIMUM |
| MES | MITERED END SECTION |
| MH | MANHOLE |
| MIN | MINIMUM |
| MO | MONTH |
| N | NORTH |
| N/A | NOT APPLICABLE |
| NE | NORTH EAST |
| NG | NATURAL GRADE |
| NIC | NOT IN CONTRACT |
| NO | NUMBER |
| NW | NORTH WEST |
| OC | ON CENTER |
| PCPE | PERFORATED CORRUGATED POLYETHYLENE PIPE |
| PE | PROFESSIONAL ENGINEER |
| PL | PROPERTY LINE |
| PRI | PRIMARY |
| PSI | POUNDS PER SQUARE INCH |
| PT | PRESSURE TREATED (NON ARSENIC) |
| PUE | PUBLIC UTILITY EASEMENT |
| PVC | POLYVINYL CHLORIDE |
| PVMT | PAVEMENT |
| R/W | RIGHT OF WAY |
| R1' | ONE FOOT RADIUS |
| RB | REACTION BLOCK |
| RCP | REINFORCED CONCRETE PIPE |
| REF | REFERENCE |
| RPBFP | REDUCED PRESSURE BACKFLOW PREVENTER |
| RT | RIGHT |
| S | SOUTH |
| S/W | SIDEWALK |
| SE | SOUTH EAST |
| SEC | SECONDARY |
| SF | SQUARE FEET |
| SG | SWITCH GEAR |
| SI | SURFACE INLET |
| SJRWMD | ST. JOHNS RIVER WATER MANAGEMENT DISTRICT |
| SPA | SPACE |
| SPT | STANDARD PENETRATION TEST |
| SRWMD | SUWANNEE RIVER WATER MANAGEMENT DISTRICT |
| SS | SANITARY SEWER |
| SSL | STAINLESS STEEL |
| ST | STORM SEWER |
| STA | STATION |
| STD | STANDARD |
| STL | STEEL |
| SW | SOUTH WEST |
| SWFWMD | SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT |
| SY | SQUARE YARD |
| TBC | TRAFFIC BEARING COVER |
| TBM | TEMPORARY BENCHMARK |
| TEL | TELEPHONE |
| TFMR | TRANSFORMER |
| TV | TELEVISION |
| TW | TOP OF WALL |
| TYP | TYPICAL |
| UD | UNDER DRAIN |
| UTIL | UTILITIES |
| VCP | VITRIFIED CLAY PIPE |
| VEH | VEHICLE |
| W | WEST |
| W/ | WITH |
| WM | WATER MAIN |
| YR | YEAR |

## LEGEND

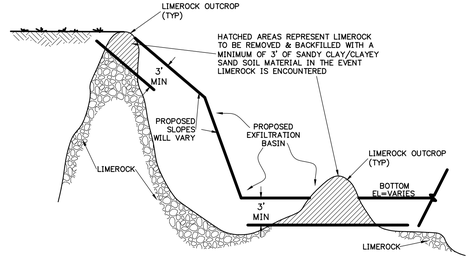
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- GAS — EXISTING GAS SERVICE LINE
- UT — EXISTING TELEPHONE LINE
- EXISTING OVERHEAD ELECTRIC LINE
- W — EXISTING WATER MAIN
- 76 — EXISTING CONTOUR LINE
- 12" oak — EXISTING TREE TO REMAIN
- 12" oak — EXISTING TREE TO BE REMOVED
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONC PAVEMENT/SIDEWALK
- PROPOSED PUE
- • 35.00 — PROPOSED FINISH SPOT ELEVATION
- PROPOSED DIRECTIONAL FLOW ARROW
- PROPOSED TYPE III SILT FENCE PER FDOT INDEX NO. 102
- T T T — PROPOSED TREE BARRICADE FENCE
- PROPOSED CENTERLINE
- ST — PROPOSED STORM SEWER LINE
- WM — PROPOSED WATER MAIN/FIRE LINE
- PE — PROPOSED PRIMARY ELECTRIC SERVICE CONDUIT
- SE — PROPOSED SECONDARY ELECTRIC SERVICE CONDUIT
- WW — PROPOSED SANITARY SEWER
- PROPOSED FENCING
- RIGHT-OF-WAY
- TEMPORARY BENCH MARK
- T — PROPOSED ELECTRIC TRANSFORMER
- PROPOSED PVC SANITARY SEWER SERVICE LATERAL WITH CLEANOUT
- PROPOSED PVC WATER MAIN WITH SERVICE TAP & 2 WATER METERS
- PROPOSED PVC WATER MAIN WITH SERVICE TAP & 1 WATER METER
- PROPOSED PVC WATER MAIN WITH FIRE HYDRANT ASSEMBLY
- PROPOSED PVC WATER MAIN WITH BLOW-OFF ASSEMBLY & SAMPLE POINT
- PROPOSED PVC WATER MAIN W/ GATE VALVE & BOX




SECTION VIEW

SHALLOW AND DEEP SINKHOLE/CAVITY MAINTENANCE REPAIR DETAIL

NTS




SECTION VIEW

LIMEROCK OUTCROP REMOVAL DETAIL

NTS

| REVISIONS | | | | |
|---|---|---|---|---|
| NO. | DATE | DESCRIPTION | DRWN | APPR |
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SHEET TITLE: LEGEND, ABBREVIATIONS, AND NOTES

DATE: NOVEMBER 2023
PROJECT NO: 499-23-03
SHEET NO: C0.1

CLIENT: CRUCIBLE PARTNERS LLC
ORLANDO, FL

PROJECT: ELLIANOS COFFEE SHOP
WINTER SPRINGS

J:\499-23-03 - Ellianos Coffee - Seminole County\Production\Civil\Sheets\C0.0 Cover Sheet.dwg, 11/27/2023 3:04:07 PM, Michaelh,
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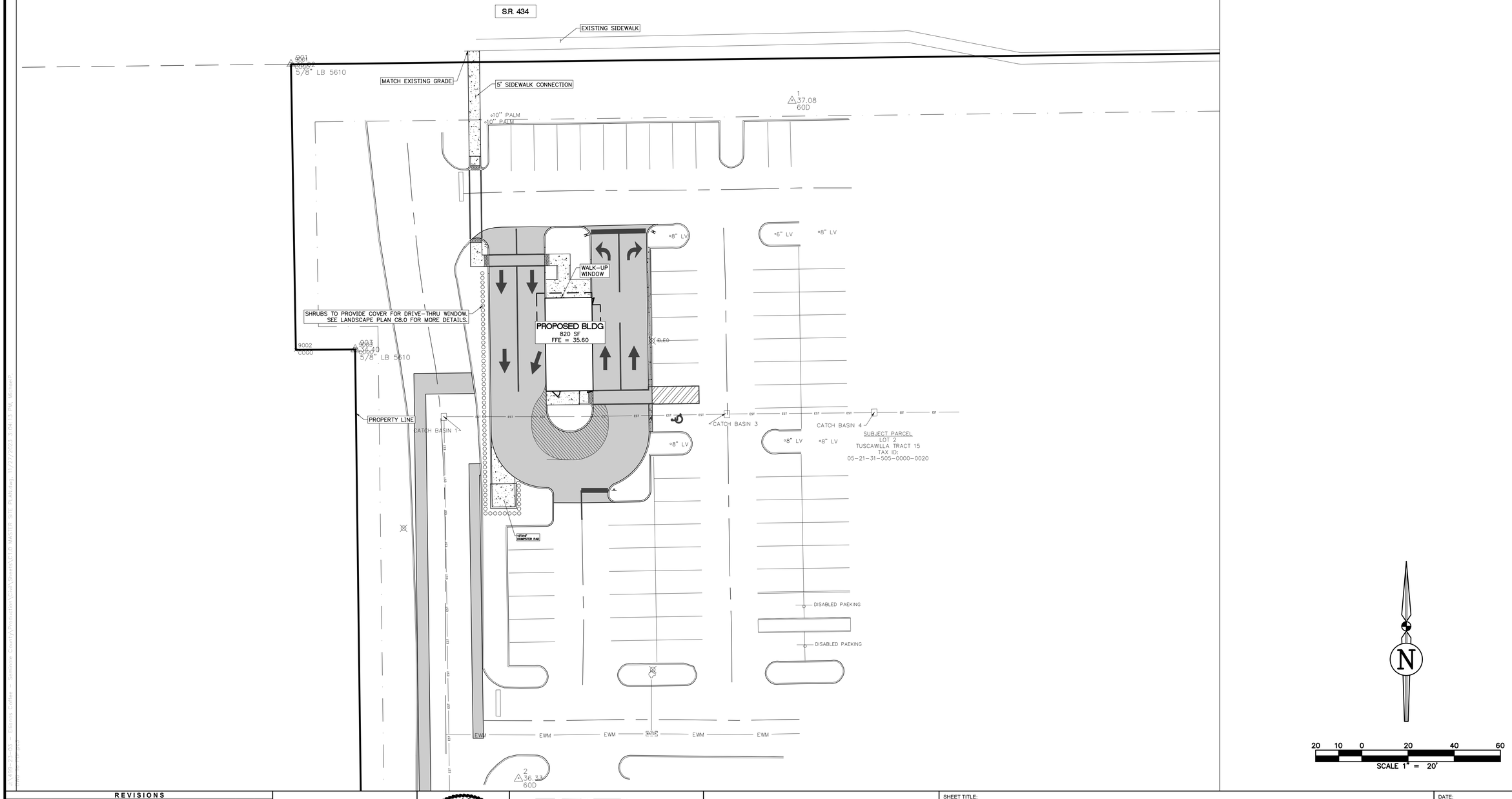


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Toll Free: (844) Go-JBPro | E-mail: contact@jbpro.com

SHEET TITLE: MASTER SITE PLAN

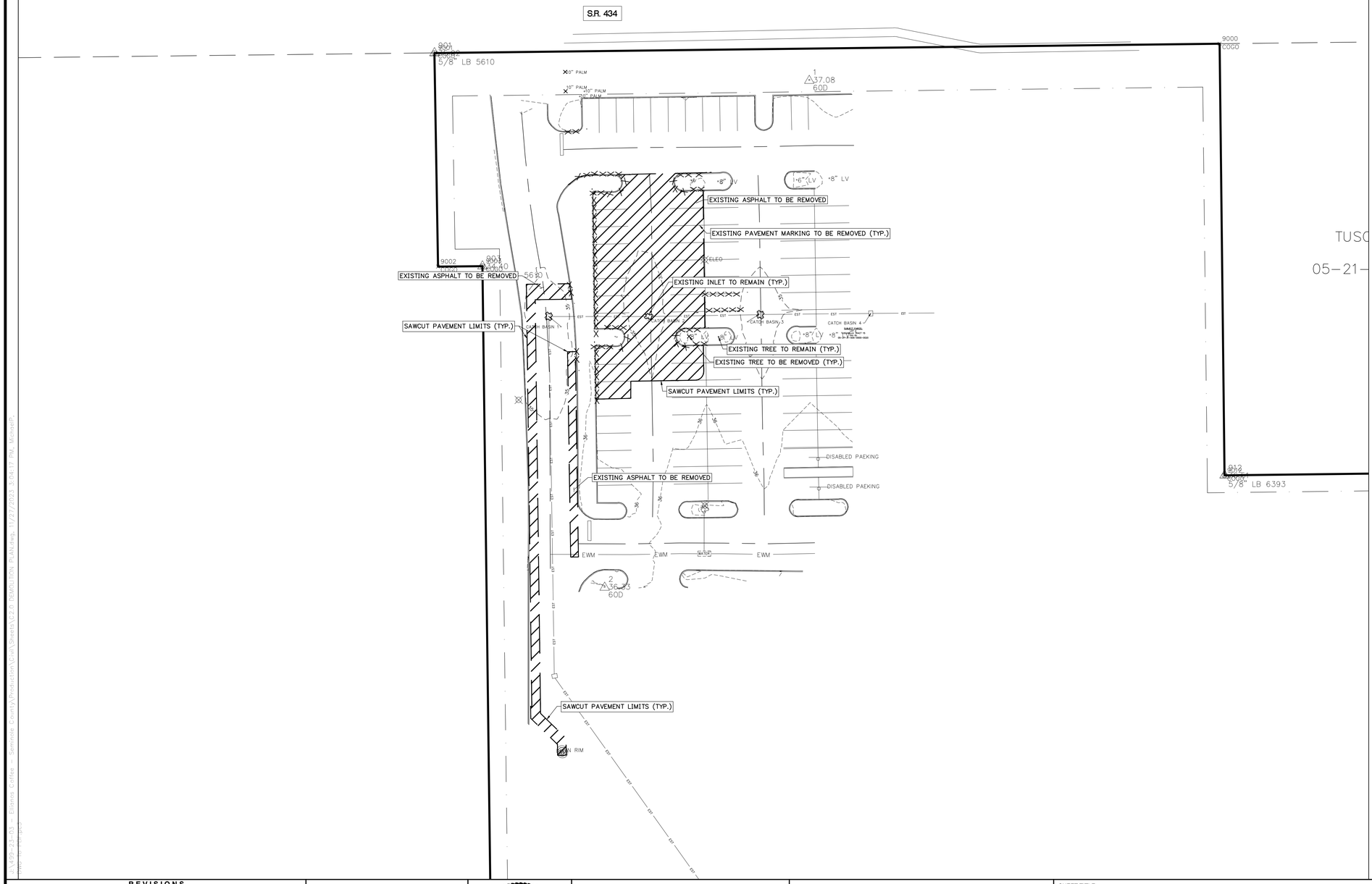
CLIENT: CRUCIBLE PARTNERS LLC
ORLANDO, FL

PROJECT: ELLIANOS COFFEE SHOP
WINTER SPRINGS

DATE: NOVEMBER 2023

PROJECT NO: 499-23-03

SHEET NO: C1.0




## GENERAL DEMOLITION NOTES

1. PRIOR TO DEMOLITION AND CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES TO VERIFY THE LOCATION OF ALL ABOVE GROUND AND UNDERGROUND UTILITIES TO BE REMOVED OR RELOCATED.
2. CONTRACTOR IS RESPONSIBLE FOR ALL SITE DEMOLITION AND MATERIAL REMOVAL. IN ADDITION TO THE DEMOLITION SHOWN, THE CONTRACTOR SHALL REMOVE ALL MISCELLANEOUS TRASH, DEBRIS, FENCING ETC., IN ORDER TO PROVIDE A CLEAN CONSTRUCTION SITE.
3. CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF ALL DEMOLITION MATERIAL OFF SITE. DISPOSAL METHODS AND LOCATIONS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
4. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASSES, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS IS THE RESPONSIBILITY OF THE SITE WORK CONTRACTOR. SOIL IN AREAS TO BE LANDSCAPED SHALL BE UNCOMPACTED, SUITABLE FOR ROOT GROWTH WITH APPROPRIATE AMOUNTS OF ORGANIC MATTER, AND OF PH RANGE OF 5.5 – 6.5.
5. ALL OFF SITE TREES SHALL REMAIN UNLESS OTHERWISE NOTED.
6. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL DESIGNATE A TEMPORARY CONSTRUCTION ENTRANCE AND STOCKPILE AREA.
7. EXISTING SIGNS SHALL BE REMOVED AND STORED DURING DEMOLITION SO THAT THEY CAN BE REINSTALLED DURING CONSTRUCTION.

## LEGEND

- EXISTING CURB & STRIPING TO BE REMOVED
- SAWCUT LINE
- EXISTING PAVEMENT TO BE REMOVED
- 9 LA — EXISTING TREE TO REMAIN
- 9 LA — EXISTING TREE TO BE REMOVED
- FILTER CLOTH INLET PROTECTION

N

30 15 0 30 60 90

SCALE 1" = 30'

| REVISIONS | | | | |
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ENGINEER OF RECORD: **TIMOTHY J. BOEHLEIN, P.E. FLORIDA LICENSE NO. 96416**

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SHEET TITLE: DEMOLITION PLAN

DATE: NOVEMBER 2023

PROJECT NO: 499-23-03

CLIENT: CRUCIBLE PARTNERS LLC, ORLANDO, FL

PROJECT: ELLIANOS COFFEE SHOP, WINTER SPRINGS

SHEET NO: C2.0

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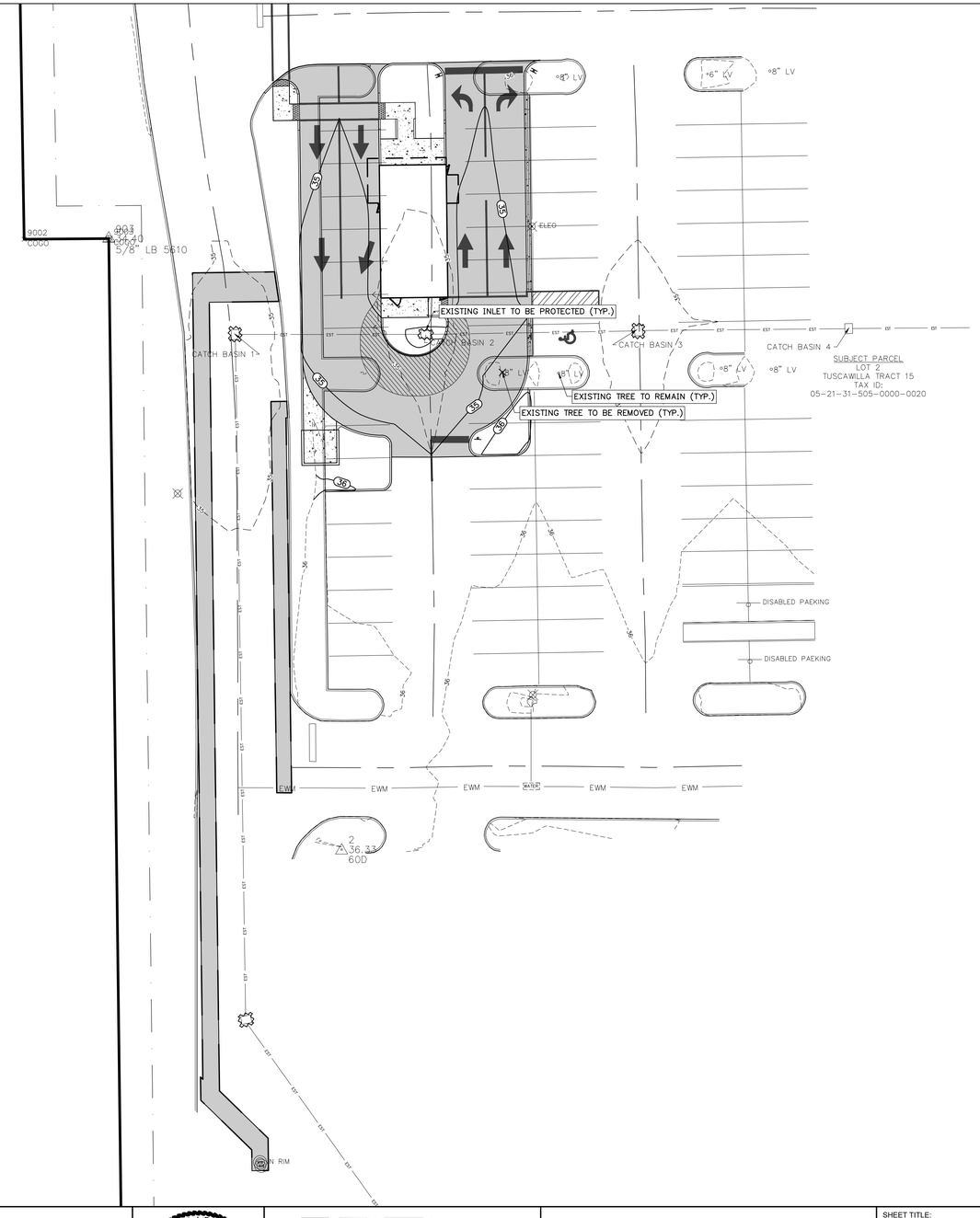


## EROSION AND SEDIMENTATION CONTROL NOTES

1. THE CONTRACTOR SHALL UTILIZE EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED TO MINIMIZE EROSION AND SEDIMENTATION BUILDUP ONSITE AND TO PREVENT EROSION AND SEDIMENTATION DISCHARGE OFF PROPERTY.
2. CONTRACTOR SHALL EMPLOY AN FDEP CERTIFIED EROSION AND SEDIMENTATION CONTROL INSPECTOR TO MONITOR THE CONTRACTOR'S EROSION AND SEDIMENTATION CONTROL WORK EFFORT THROUGHOUT CONSTRUCTION.
3. DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY, AND SHALL ROUTE DISCHARGE WATER IN SUCH A MANNER TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM THE SITE.
4. PROTECT EXISTING STORMWATER INLET STRUCTURES WITH FILTER FABRIC OR OTHER EROSION CONTROL DEVICE TO PREVENT SEDIMENTS FROM ENTERING STORM SEWER SYSTEM.
5. ALL EROSION AND SEDIMENTATION CONTROL STRUCTURES SHALL BE INSPECTED AT LEAST ONCE PER WEEK AND AFTER 1/2" OR GREATER RAINFALL. ANY DEFICIENCIES DISCOVERED SHALL BE REPAIRED, ADJUSTED, OR IMPROVED AS REQUIRED.
6. ALL EROSION AND SEDIMENTATION CONTROL STRUCTURES SHALL BE MAINTAINED UNTIL CONSTRUCTION IS COMPLETE AND APPROVED, AND VEGETATION IS FULLY ESTABLISHED.
7. CONTRACTOR SHALL MINIMIZE AIR POLLUTION FROM PARTICULATES AND DUST. WATER SHALL BE APPLIED AS NEEDED TO REDUCE DUST DURING CONSTRUCTION. USE OTHER STABILIZATION METHODS SUCH AS HYDROMULCHING AS NEEDED.
8. CONTRACTOR SHALL STOCKPILE AND STORE MATERIALS SUCH THAT STORMWATER FLOW IS NOT IMPEDED DURING CONSTRUCTION AND MATERIAL EROSION DOES NOT OCCUR.
9. ALL DISTURBED OPEN AREAS WITHIN THE PROJECT CONSTRUCTION LIMITS SHALL BE COMPLETELY GRASSED BY COMPLETION OF CONSTRUCTION. GRASS SEEDING RATES AND MIXTURES SHALL BE PER FDOT EROSION AND SEDIMENTATION CONTROL DESIGNER AND REVIEWER MANUAL (JULY 2013). EVIDENCE OF GROWTH MUST BE PRESENT PRIOR TO FINAL RELEASE.
10. THE STORM SEWER SYSTEM SHALL BE FLUSHED OUT TO REMOVE ALL ACCUMULATED DEBRIS AND SEDIMENT UPON COMPLETION OF CONSTRUCTION.

## LEGEND

| | |
|---|---|
| 9 LA | EXISTING TREE TO REMAIN |
| 9 LA | EXISTING TREE TO BE REMOVED |
| | FILTER CLOTH INLET PROTECTION |

N

20 10 0 20 40 60

SCALE 1" = 20'

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| REVISIONS | | | | |
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ENGINEER OF RECORD: **TIMOTHY J. BOEHLEIN, P.E. FLORIDA LICENSE NO. 96416**

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SHEET TITLE: EROSION CONTROL PLAN

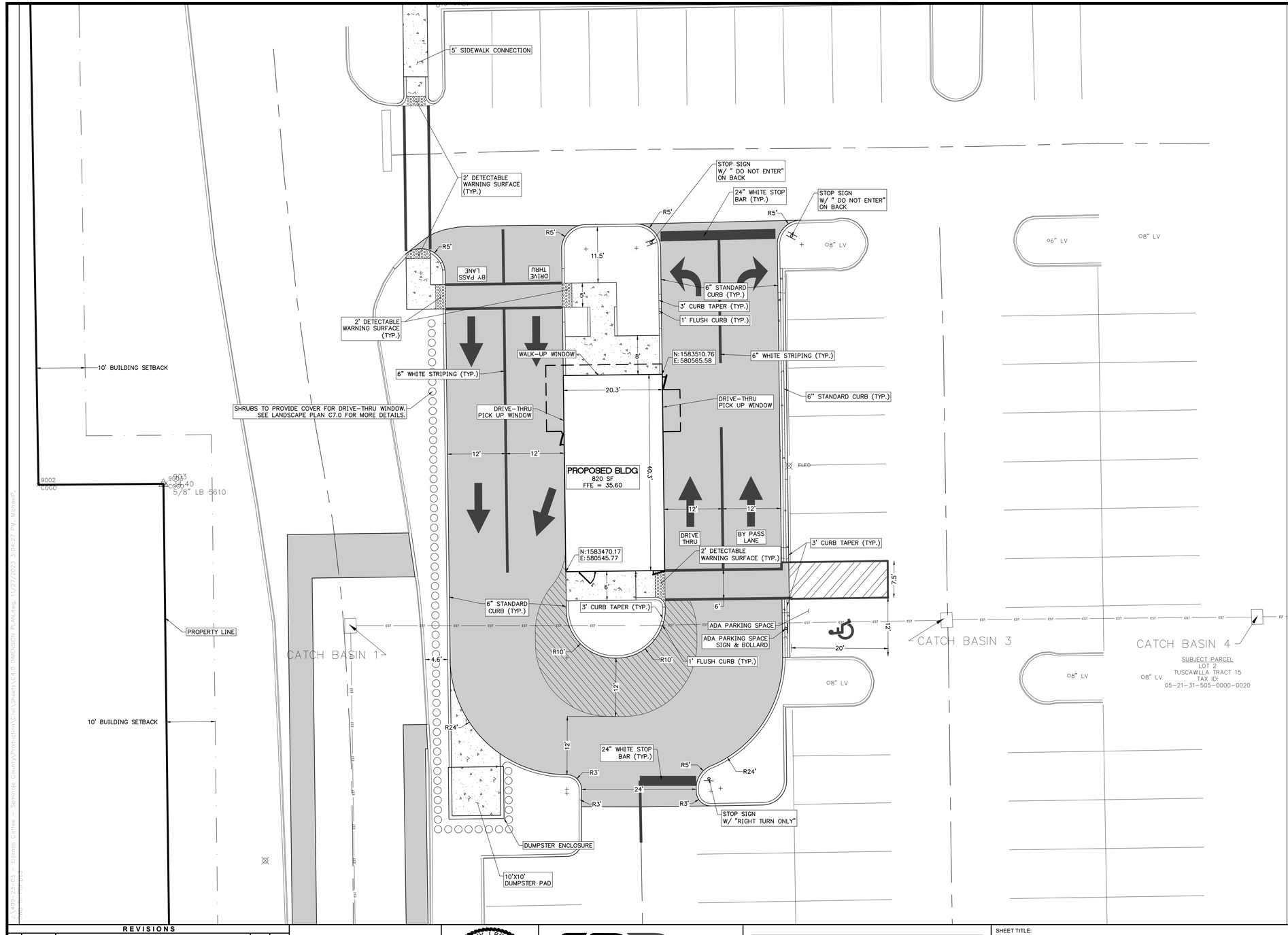
DATE: NOVEMBER 2023

PROJECT NO: 499-23-03

CLIENT: CRUCIBLE PARTNERS LLC
ORLANDO, FL

PROJECT: ELLIANOS COFFEE SHOP
WINTER SPRINGS

SHEET NO: C3.0




## DIMENSION NOTES

1. BOUNDARY INFORMATION SHOWN IS BASED ON THE JBROWN PROFESSIONAL GROUP INC. SURVEYING BOUNDARY AND TOPOGRAPHIC SURVEY DATED 06/13/2023.
2. CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE PROJECT SURVEY AND DESIGN DRAWINGS, AND SHALL VERIFY EXISTING SITE CONDITIONS. ANY APPARENT DISCREPANCIES OR ADDITIONAL PERTINENT INFORMATION SHALL BE BROUGHT TO THE PROJECT ENGINEER'S ATTENTION IMMEDIATELY.
3. ALL DIMENSIONS AND RADII SHOWN ARE DIMENSIONED TO EDGE OF PAVEMENT OR FACE OF CURB, UNLESS OTHERWISE SPECIFIED.
4. ALL STRIPING SHALL CONFORM TO FDOT STANDARD INDEX 711-001
5. FIRE DEPARTMENT ACCESS ROADS SHALL BE PROVIDED AT THE START OF A PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. (NFPA 1, 16.1.4).
6. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES. (NFPA 1, 16.4.3.1).
7. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO CONSTRUCTION WORK. (NFPA 1, 16.4.3.1.3).
8. A 36 IN. CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS AND A CLEAR SPACE OF NOT LESS THAN 60 IN. (1524 MM) SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 21/2 IN. NFPA 1, 18.5.7.
9. HYDRANT SHALL BE MARKED WITH A BLUE REFLECTOR THAT IS PLACED 6" IN THE ROADWAY IN ACCORDANCE WITH NFPA 1, CHAPTER 18.5.10.
10. DRIVE-THRU PICK UP WINDOWS SHALL NOT BE VISIBLE FROM SURROUNDING RESIDENTIAL PROPERTIES AND RIGHT-OF-WAYS. SEE LANDSCAPE PLANS FOR PROPOSED BUSH COVER.

## GENERAL NOTE(S)

1. OUTPARCELS SHALL CONFORM TO THE ARCHITECTURAL, SIGNAGE, AND LANDSCAPE THEME OF THE OVERALL PROJECT. SEE SECTION 20-473 (F) OF WINTER SPRINGS LAND DEVELOPMENT CODE.

## LEGEND

NEW ASPHALT PAVEMENT

NEW CONCRETE SIDEWALK

**REVISIONS**

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SHEET TITLE: **DIMENSION PLAN**

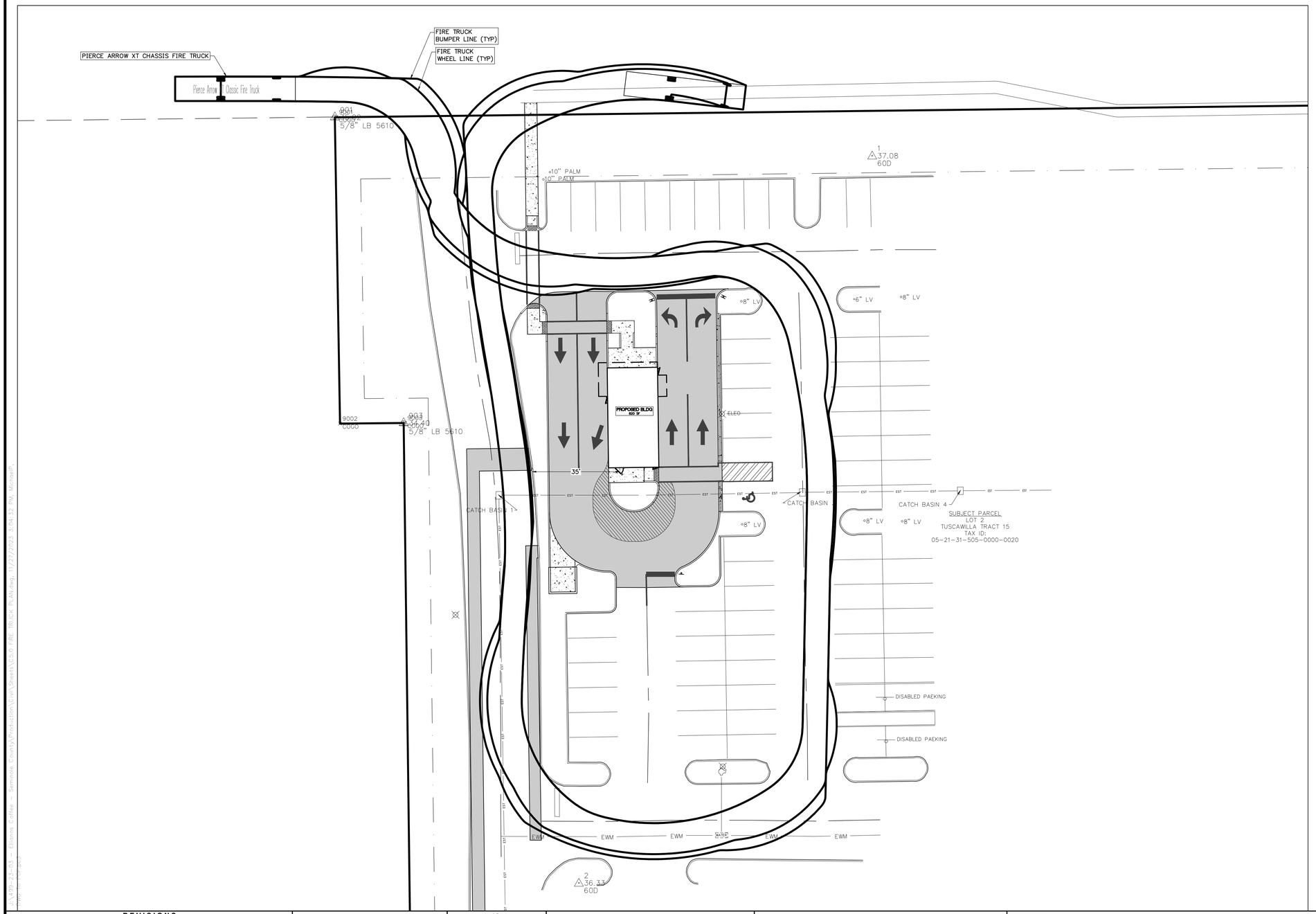
DATE: **NOVEMBER 2023**

PROJECT NO: **499-23-03**

SHEET NO: **C4.0**

CLIENT: CRUCIBLE PARTNERS LLC
ORLANDO, FL

PROJECT: ELLIANOS COFFEE SHOP
WINTER SPRINGS




## NOTES

1. FIRE DEPARTMENT ACCESS ROADS SHALL BE PROVIDED AT THE START OF A PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. (NFPA 1, 16.1.4).
2. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES. (NFPA 1, 16.4.3.1).
3. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO CONSTRUCTION WORK. (NFPA 1, 16.4.3.1.3).
4. A 36 IN. CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS AND A CLEAR SPACE OF NOT LESS THAN 60 IN. (1524 MM) SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 21/2 IN. NFPA 1, 18.5.7.
5. HYDRANT SHALL BE MARKED WITH A BLUE REFLECTOR THAT IS PLACED 6" IN THE ROADWAY IN ACCORDANCE WITH NFPA 1, CHAPTER 18.5.10.

## AERIAL FIRE TRUCK SPECIFICATIONS

1. TOTAL LENGTH – 48 FT 6 IN
2. AXLE TRACK – 83 IN
3. WHEEL BASE – 22.5 FT (270 IN)
4. TURNING RADIUS:
   - 4.1. INSIDE TURN: 25 FT 7 IN
   - 4.2. CURB TO CURB: 41 FT 8 IN
   - 4.3. WALL TO WALL: 48 FT 5 IN
5. FRONT OVERHANG – 91 IN
6. ADDITIONAL BUMPER DEPTH: 22 IN

N

20 10 0 20 40 60

SCALE 1" = 20'

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SHEET TITLE: FIRE TRUCK PLAN

CLIENT: CRUCIBLE PARTNERS LLC
ORLANDO, FL

PROJECT: ELLIANOS COFFEE SHOP
WINTER SPRINGS

DATE: NOVEMBER 2023

PROJECT NO: 499-23-03

SHEET NO: C5.0

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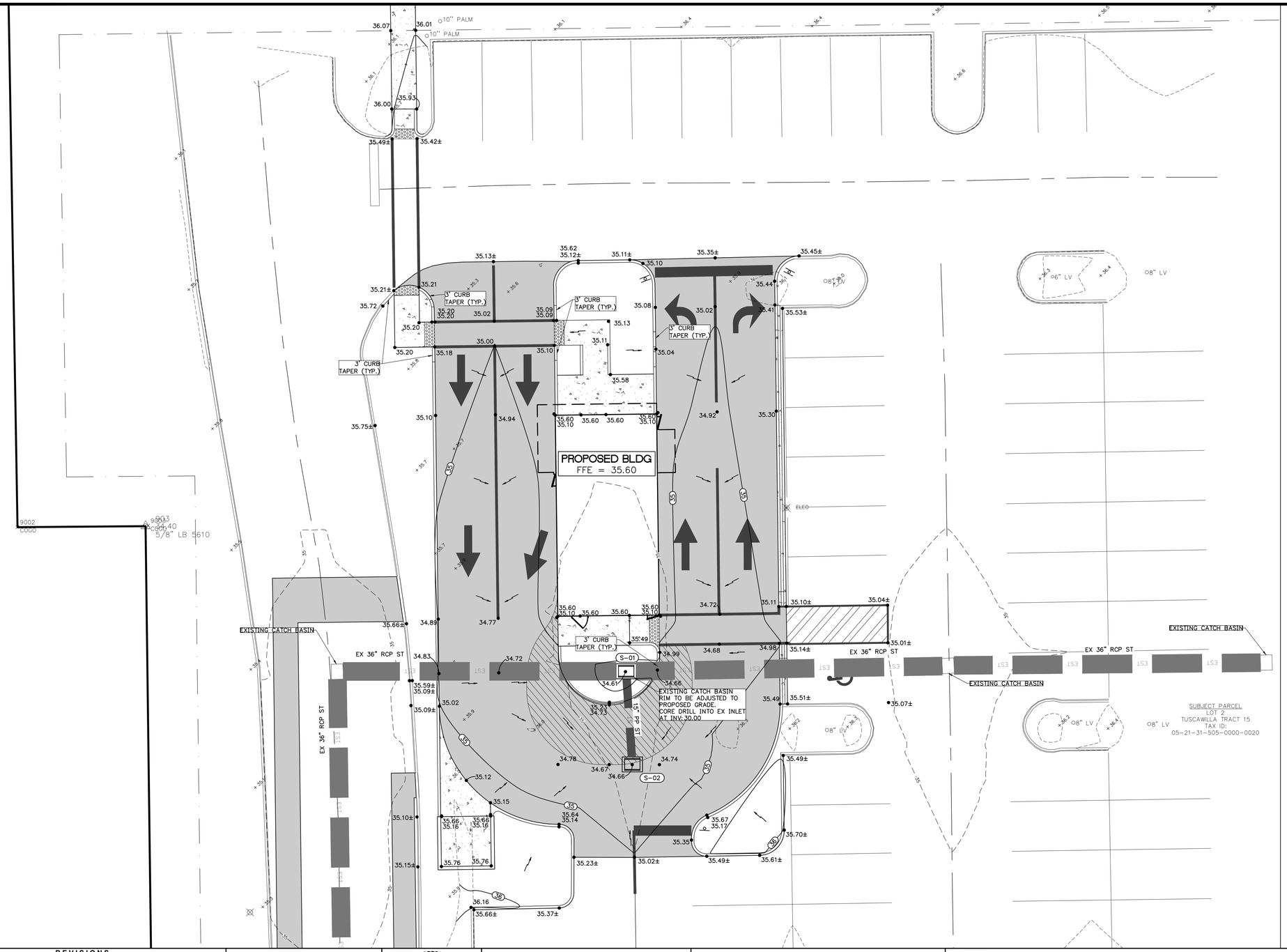


## STORM STRUCTURE TABLE

S-01
FDOT INDEX 425-052
TYPE C DBI
RIM EL = 34.61 (CONTRACTOR TO LOWER GRATE)
S INV EL = 30.00 (15" PP)

S-02
FDOT INDEX 425-052
TYPE C DBI
RIM EL = 34.66
N INV EL = 30.50 (15" PP)

## STORM PIPE TABLE

| UPSTREAM STRUCTURE | DOWNSTREAM STRUCTURE | SIZE & MATERIAL | LENGTH | SLOPE |
|---|---|---|---|---|
| S-02 | S-01 | 15" PP | 19' | 2.67% |

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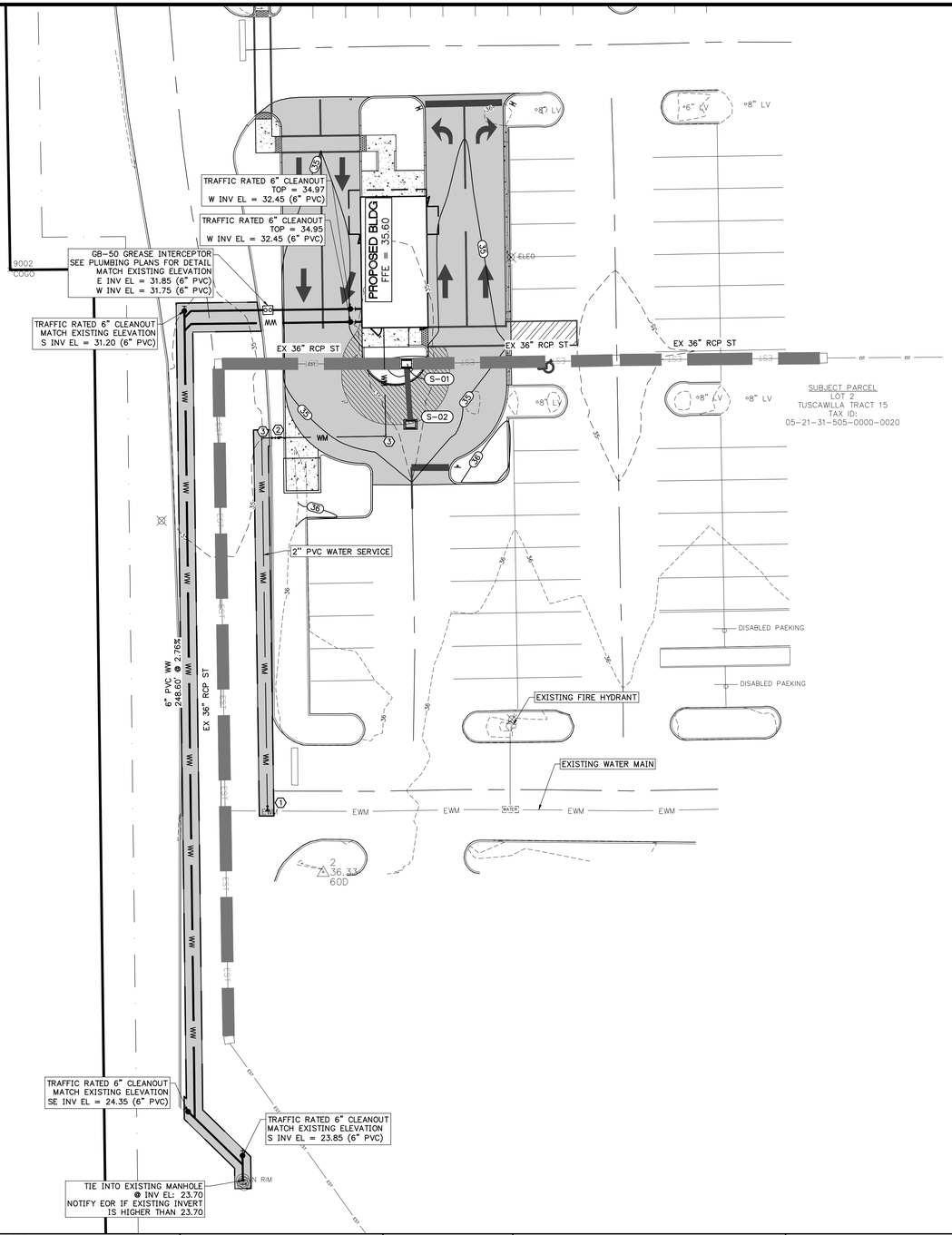
SHEET TITLE: PAVING GRADING + DRAINAGE PLAN

CLIENT: CRUCIBLE PARTNERS LLC
ORLANDO, FL

PROJECT: ELLIANOS COFFEE SHOP
WINTER SPRINGS

DATE: NOVEMBER 2023
PROJECT NO: 499-23-03
SHEET NO: C6.0




## GENERAL UTILITY NOTES

1. A UTILITY PERMIT IS REQUIRED FROM CITY OF WINTER SPRINGS UTILITIES.
2. ALL CONSTRUCTION MATERIALS AND METHODS FOR POTABLE WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS SHALL CONFORM TO THE CITY OF WINTER SPRINGS UTILITIES MOST RECENT POTABLE WATER, WASTEWATER, & RECLAIMED WATER SYSTEM DESIGN AND CONSTRUCTION STANDARDS, AND APPROVED MATERIALS MANUAL.
3. CONTRACTOR SHALL FIELD VERIFY EXISTING WATER MAIN AND POINT OF NEW BUILDING WATER MAIN CONNECTION.
4. PRIOR TO CONNECTION TO EXISTING UTILITIES, CONTRACTOR SHALL CONTACT CITY OF WINTER SPRINGS UTILITIES AND COORDINATE CONNECTION WITH WATER/WASTEWATER INSPECTOR A MINIMUM OF 7 DAYS BEFORE PLANNED CONNECTION.
5. THE FLORIDA BUILDING/PLUMBING CODE GOVERNS THE CONNECTION BETWEEN THE WATER METERS AND THE BUILDINGS. JBPRO HAS SPECIFIED A RECOMMENDED ROUTE FOR THIS CONNECTION. HOWEVER, SHOULD THE REQUIREMENTS OF THE FLORIDA BUILDING CODE DIFFER FROM WHAT IS DEPICTED ON THE PLANS, IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND PLUMBER TO NOTIFY JBPRO AND THE OWNER TO COORDINATE ANY SITE PLAN CHANGES IN ORDER TO BE IN COMPLIANCE WITH THE FLORIDA BUILDING CODE.
6. PVC WATER MAIN AND FITTINGS SHALL BE SCH. 40 PER ASTM D1785.
7. WATER MAINS SHALL BE INSTALLED WITH 30" TO 36" OF COVER. WATER MAINS AND ASSOCIATED FITTINGS MAY BE DEFLECTED IN ACCORDANCE WITH THE SPECIFIED LIMITATIONS FROM THE MANUFACTURER.
8. WATER METERS SHALL BE OUTSIDE OF LANDSCAPE AND PAVED AREAS, A MINIMUM OF 5' FROM BUILDINGS, BEHIND SIDEWALKS, AND BE A MINIMUM OF 2 FEET FROM THE EDGE OF PAVEMENT.
9. FOR WATER MAINS, ALL MECHANICAL JOINT FITTINGS SHALL HAVE RESTRAINING JOINT GLANDS. PIPE SHALL BE RESTRAINED FOR SUFFICIENT LENGTH TO PROVIDE REACTION FOR BENDS & DEAD ENDS.
10. ANCHORING TEES, COUPLINGS, AND BENDS SHALL BE USED ON ALL FIRE HYDRANT ASSEMBLIES.
11. GRAVITY WASTEWATER MAINS WITH 14 FEET OF COVER OR LESS FROM THE PROPOSED GRADE SHALL BE SDR 35 PVC. GRAVITY WASTEWATER MAINS WITH GREATER THAN 14 FEET OF COVER BUT LESS THAN 20 FEET SHALL BE SDR 26 PVC. GRAVITY MAINS WITH 20-25 FEET OF COVER SHALL BE DR-18 PVC.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF UNSUITABLE MATERIALS AND FURNISH CITY OF WINTER SPRINGS UTILITIES APPROVED MATERIAL FOR THE BACKFILLING OF WASTEWATER LINES AT NO ADDITIONAL COST TO OWNER. THE CONTRACTOR MAY DISPOSE OF UNSUITABLE MATERIAL ONSITE WITH PERMISSION OF THE OWNER.
13. PVC GRAVITY WASTEWATER MAINS SHALL HAVE A MINIMUM OF 3 FEET OF COVER FROM PROPOSED GRADE.
14. WASTEWATER LATERAL CLEANOUTS INSTALLED OUTSIDE OF PAVEMENT SHALL HAVE ADJUSTABLE TOPS, TO ALLOW FOR ADJUSTMENT WITH FINAL LOT GRADING.
15. WASTEWATER LATERALS CONNECTING TO THE MAIN SHALL BE CONNECTED WITH A WYE FITTING ROTATED 45 DEGREES UP. THE INVERT ELEVATION OF THE SERVICE AT THE MAIN SHALL BE AT OR ABOVE THE CROWN OF THE MAIN.
16. ALL SANITARY WASTEWATER SERVICE LATERALS SHALL BE MIN. 4" DIAMETER PVC (SDR 35) AT 1.00% MIN. SLOPE UNLESS OTHERWISE LABELED.
17. WASTEWATER CLEANOUT COVERS LOCATED WITHIN PAVEMENT AND SIDEWALKS ADJACENT TO PAVED AREAS SHALL BE RATED FOR TRAFFIC LOAD BEARING. WASTEWATER CLEANOUT COVERS IN OTHER SIDEWALKS/WALKWAYS SHALL BE BRASS WITH A SQUARE RECESS.
18. A/C CONDENSATE WATER SHALL NOT FLOW TO WASTEWATER (SANITARY SEWER).
19. POTABLE WATER DEMAND:
    50 GALLONS PER DAY PER 100 SF OF FLOOR SPACE PLUS 15 GALLONS PER DAY PER EMPLOYEE
    = 50 GPD * (800 SF / 100 SF) + 15 GPD * 4 EMPLOYESS = 460 GPD
    460 GPD / (8 HR/DAY * 60 MIN/1HR) * 4.0 PEAKING FACTOR = 3.83 GPM
20. WASTEWATER DEMAND:
    50 GALLONS PER DAY PER 100 SF OF FLOOR SPACE PLUS 15 GALLONS PER DAY PER EMPLOYEE
    =50 GPD * (800 SF / 100 SF) + 15 GPD * 4 EMPLOYESS = 460 GPD
    460 GPD / (8 HR/DAY * 60 MIN/1HR) * 3.5 PEAKING FACTOR = 3.35 GPM

## WATER FITTING SCHEDULE

(1) 1 – 8"X2" WET TAP
    1 – 2" GATE VALVE

(2) 1 – 2" GATE VALVE
    1 – 1.5" SINGLE WATER METER SERVICE CONNECTION
    1 – 1.5" RPZBFP

(3) 1 – 2" PVC 90° BEND

N

20 10 0 20 40 60
SCALE 1" = 20'

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SHEET TITLE: UTILITY PLAN

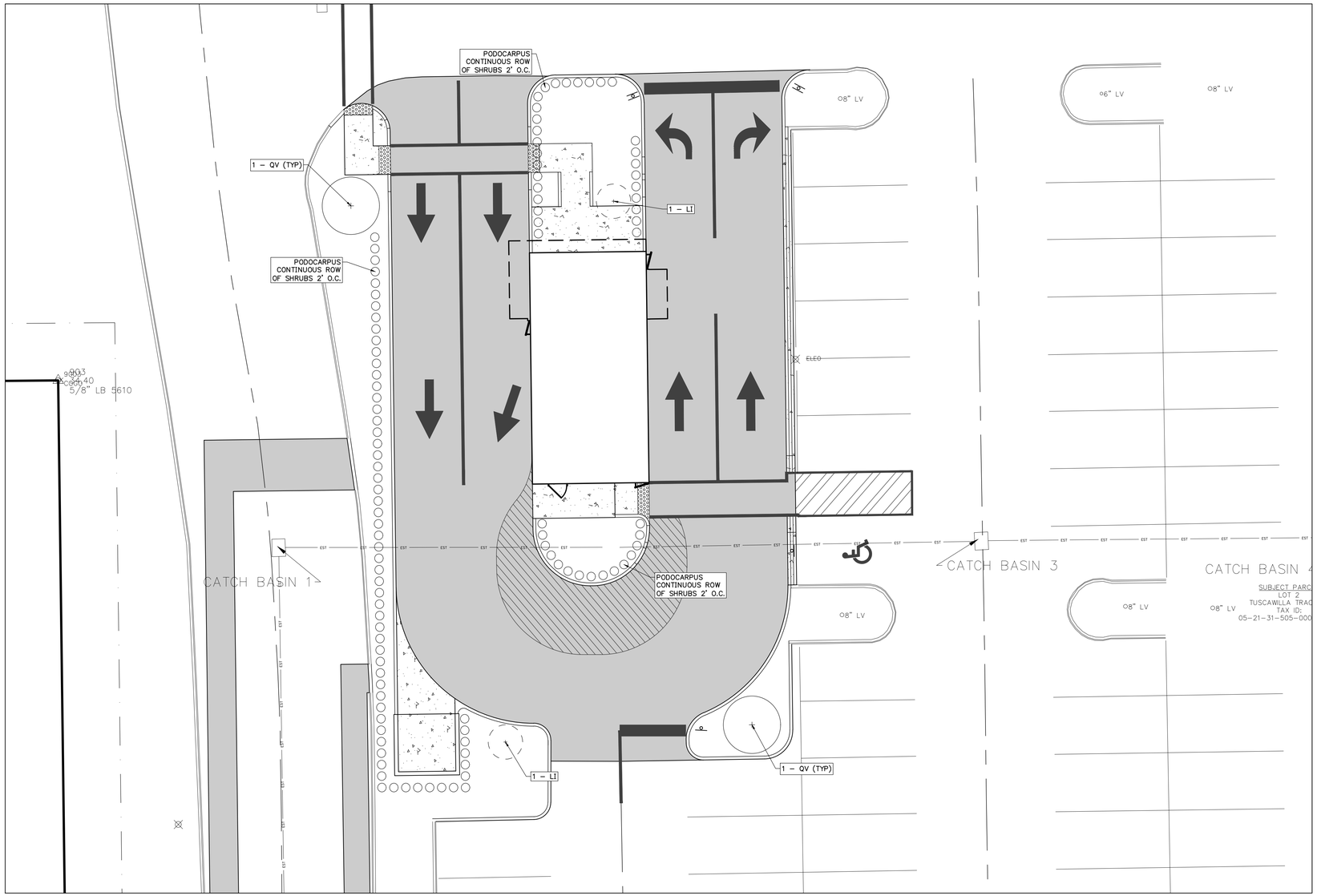
CLIENT: CRUCIBLE PARTNERS LLC
ORLANDO, FL

PROJECT: ELLIANOS COFFEE SHOP
WINTER SPRINGS

DATE: NOVEMBER 2023

PROJECT NO: 499-23-03

SHEET NO: C7.0




LEGEND:

- PROPOSED CANOPY TREE
- PROPOSED UNDERSTORY TREE
- PROPOSED SHRUBBERY

PLANT SCHEDULE

| TREES | QTY | BOTANICAL NAME | COMMON NAME | SIZE | SPACING | NOTES |
|---|---|---|---|---|---|---|
| QV | 2 | QUERCUS VIRGINIANA | LIVE OAK | 65 GAL, 13' HT X 60" SPRD., 3.5" CAL | AS SHOWN | CANOPY/SHADE TREE |
| LI | 2 | LAGERSTROEMIA INDICA | CRAPE MYRTLE | 30 GAL, 10' HT X 48" SPRD., 2" CAL | AS SHOWN | UNDERSTORY TREE |
| IV | 110 | PODOCARPUS MACROPHYLLUS | PODOCARPUS | 3 GAL, 2' HT X 14" SPRD. | 2' O.C. | SHRUB |

N

10 5 0 10 20 30

SCALE 1" = 10'

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ENGINEER OF RECORD: **TIMOTHY J. BOEHLEIN, P.E. FLORIDA LICENSE NO. 96416**

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TIMOTHY J BOEHLEIN LICENSE No. 96416 STATE OF FLORIDA PROFESSIONAL ENGINEER

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SHEET TITLE: LANDSCAPE PLAN

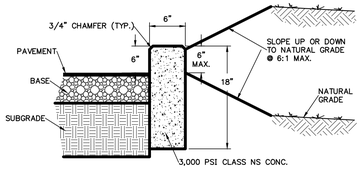
DATE: NOVEMBER 2023

PROJECT NO: 499-23-03

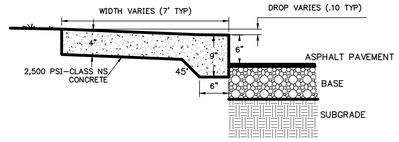
CLIENT: CRUCIBLE PARTNERS LLC
ORLANDO, FL

PROJECT: ELLIANOS COFFEE SHOP
WINTER SPRINGS

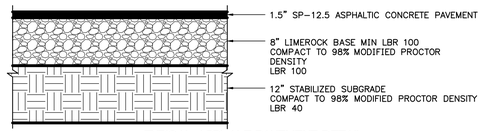
SHEET NO: C8.0



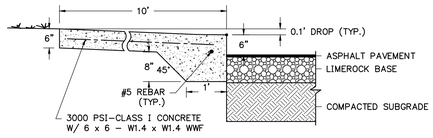

**STANDARD 6" CURB DETAIL**
N.T.S.



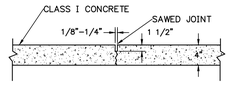

**TYPICAL STEP-UP SIDEWALK DETAIL**
N.T.S.



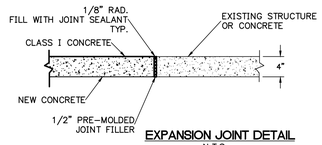

**TYPICAL ASPHALT PAVEMENT DETAIL**
NTS



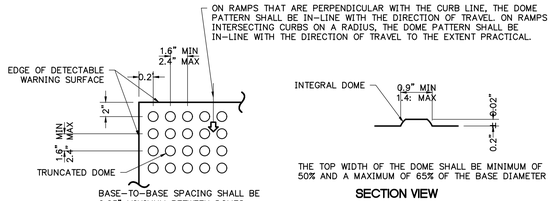

**CONCRETE DUMPSTER PAD DETAIL**
NTS




**CONTRACTION (CONTROL) JOINT DETAIL**
N.T.S.




**EXPANSION JOINT DETAIL**
N.T.S.

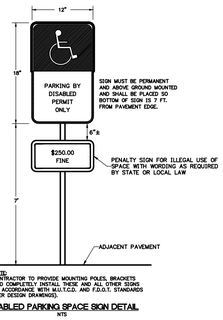



**PLAN VIEW**

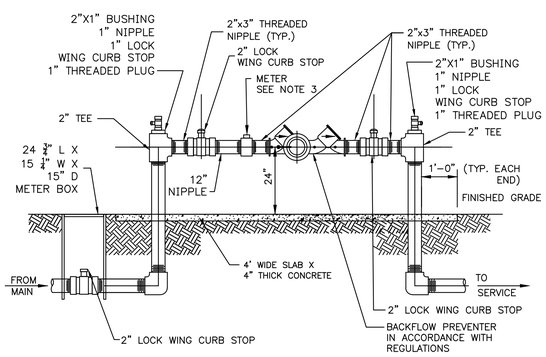
**SECTION VIEW**
**TRUNCATED DOME**

ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24" FROM THE BACK OF CURB.

**CURB RAMP DETECTABLE WARNING SURFACE DETAIL**
N.T.S.



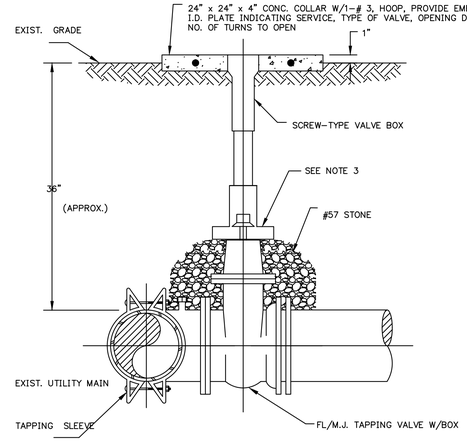

**DISABLED PARKING SPACE SIGN DETAIL**
NTS




NOTES:

1. ALL PIPE, VALVES AND FITTINGS 2" AND SMALLER SHALL BE THREADED BRASS.
2. SEE FIG. W-24 FOR A LISTING OF MANUFACTURERS AND MODEL NO'S FOR THE BACKFLOW PREVENTER.
3. METERS SHALL INCLUDE ENCODED ELECTRONIC REGISTER HEADS. 1" AND SMALLER METERS: 10 GALLON TRPL REGISTER; 1 1/2" AND LARGER METERS: 100 GALLON TRPL REGISTER.
4. SETBACK DISTANCE FOR SHRUBBERY FROM EDGE OF CONCRETE SLAB SHALL BE 3 FEET.

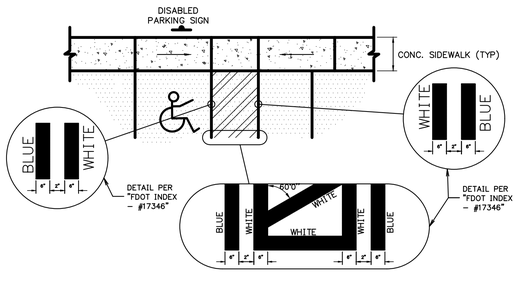
**WATER METER / REDUCED PRESSURE BACKFLOW DEVICE DETAIL: 2-INCH SINGLE SERVICES AND SMALLER**
NTS



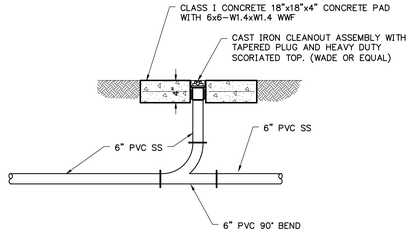

NOTES:

1. RESILIENT WEDGE GATE VALVE SHALL BE EPOXY COATED.
2. TAPPING SLEEVES SHALL BE STAINLESS STEEL.
3. SELF-CENTERING ALIGNMENT RING EQUIVALENT TO AMERICAN FLOW CONTROL.

**WET TAP DETAIL**
NTS




**HANDICAP STRIPING DETAIL**
N.T.S.




**SANITARY SEWER IN-LINE CLEANOUT DETAIL**
NTS

| REVISIONS | | | | |
|---|---|---|---|---|
| NO. | DATE | DESCRIPTION | DRWN | APPR |
| | | | | |

ENGINEER OF RECORD: **TIMOTHY J. BOEHLEIN, P.E. FLORIDA LICENSE NO. 96416**

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SHEET TITLE: DETAILS AND NOTES

DATE: NOVEMBER 2023

PROJECT NO: 499-23-03

CLIENT: CRUCIBLE PARTNERS LLC ORLANDO, FL

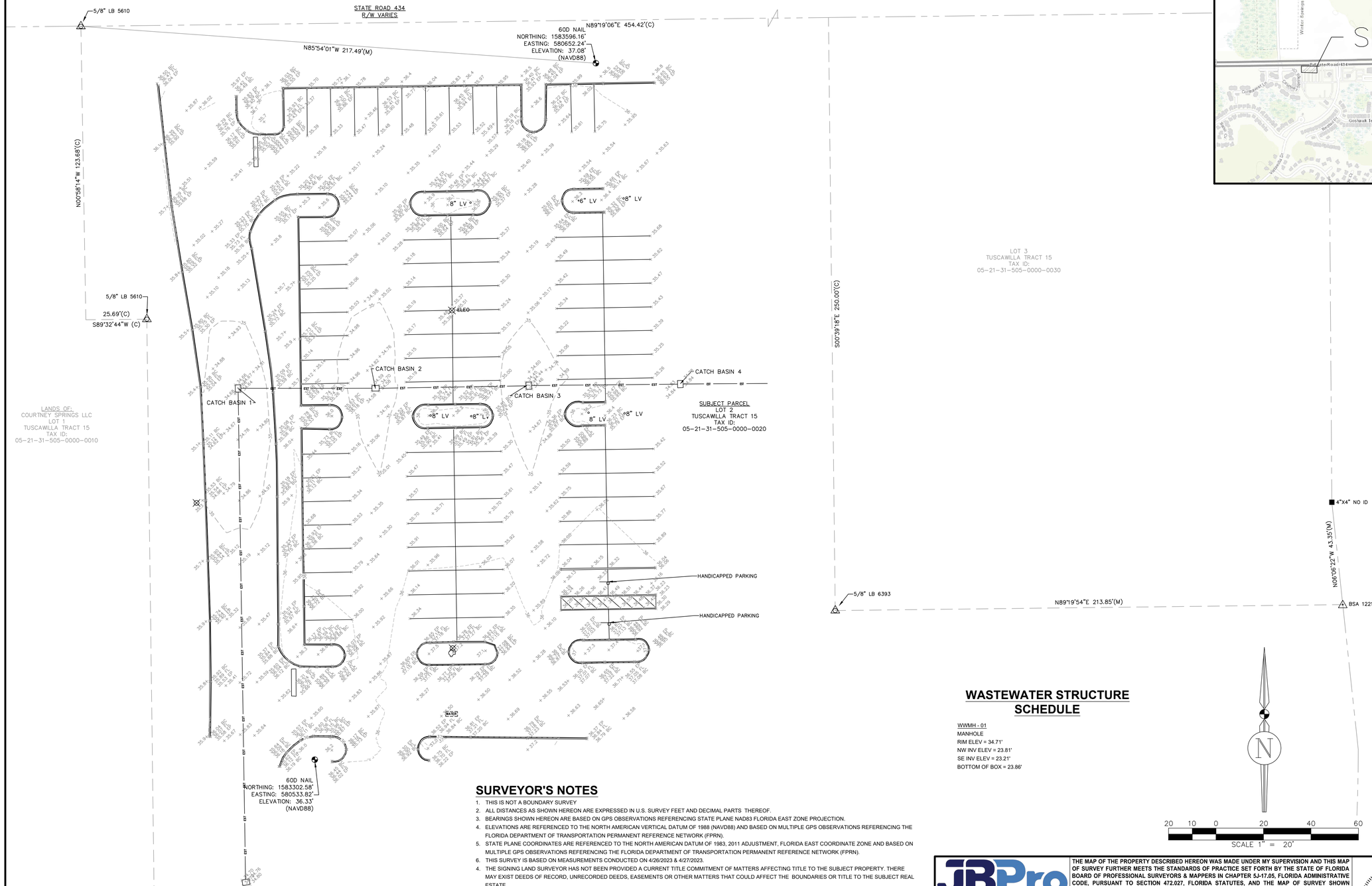
PROJECT: ELLIANOS COFFEE SHOP WINTER SPRINGS

SHEET NO: C9.0

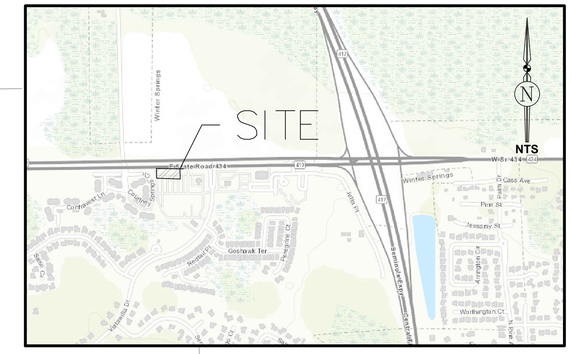
J:\499-23-03 - Ellianos Coffee - Seminole County\Production\Civil\Sheets\C9.0 DETAILS AND NOTES.dwg, 11/27/2023 3:04:59 PM, MichaelP.
DWG To PDF.pc3

# TOPOGRAPHIC SURVEY

## IN SECTION 8, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA




## LOCATION MAP




## ABBREVIATIONS

(C) = CALCULATED
(D) = DEED
(M) = MEASURED
INV = INVERT
ELEV = ELEVATION
ID = IDENTIFICATION
JBPRO = JBROWN PROFESSIONAL GROUP
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
NAD83(2011) = NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT
NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988
P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
UNK = UNKNOWN

TREES:
LV = LIVE OAK

## SYMBOL LEGEND

- BOUNDARY LINE
- TAX PARCEL LINE
- RIGHT-OF-WAY LINE
- RIGHT-OF-WAY CENTERLINE
- EST — STORM SEWER LINE
- BENCHMARK
- CONCRETE MONUMENT
- IRON ROD - CAPPED
- NAIL AND DISK
- FIRE HYDRANT
- WATER METER
- LIGHT POLE
- SINGLE POLE SIGN
- o 9 SYC — TREE-SIZE(INCHES) AND SPECIES
- × 132.2 — SPOT ELEVATION - SOFT SURFACE
- × 132.21 — SPOT ELEVATION - HARD SURFACE
- 150 — CONTOUR LINES
- ASPHALT SURFACE

## WASTEWATER STRUCTURE SCHEDULE

WWMH - 01
MANHOLE
RIM ELEV = 34.71'
NW INV ELEV = 23.81'
SE INV ELEV = 23.21'
BOTTOM OF BOX = 23.86'

## STORMWATER STRUCTURE SCHEDULE

CB-1
CATCH BASIN
RIM ELEV = 34.65'
*UNABLE TO LOCATE PIPES*
BOTTOM OF BOX = 28.50'

CB-2
CATCH BASIN
RIM ELEV= 34.61'
E INV ELEV = 29.49' (36" RCP)
W INV ELEV =29.11' @ 21° (36" RCP)
BOTTOM OF BOX = 29.21'

CB-3
CATCH BASIN
RIM ELEV =34.44'
E INV ELEV=29.37' @ 23° (36" RCP)
W INV ELEV=29.09' @ 25° (36" RCP)
BOTTOM OF BOX= 29.34'

CB-4
CATCH BASIN
RIM ELEV =34.82'
E INV ELEV=29.78'
W INV ELEV=29.69'
BOTTOM OF BOX=29.12'




## SURVEYOR'S NOTES

1. THIS IS NOT A BOUNDARY SURVEY
2. ALL DISTANCES AS SHOWN HEREON ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
3. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS REFERENCING STATE PLANE NAD83 FLORIDA EAST ZONE PROJECTION.
4. ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND BASED ON MULTIPLE GPS OBSERVATIONS REFERENCING THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN).
5. STATE PLANE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, FLORIDA EAST COORDINATE ZONE AND BASED ON MULTIPLE GPS OBSERVATIONS REFERENCING THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN).
6. THIS SURVEY IS BASED ON MEASUREMENTS CONDUCTED ON 4/26/2023 & 4/27/2023.
4. THE SIGNING LAND SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE COMMITMENT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY. THERE MAY EXIST DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER MATTERS THAT COULD AFFECT THE BOUNDARIES OR TITLE TO THE SUBJECT REAL ESTATE.
5. NO UNDERGROUND UTILITIES WERE LOCATED IN THE COURSE OF THIS SURVEY. UNDERGROUND UTILITY LINE LOCATIONS ARE APPROXIMATE.
6. ADDITIONAL ENCUMBRANCES MAY AFFECT THE SUBJECT PARCEL THAT DO NOT APPEAR ON THIS MAP.
7. EASEMENTS DEPICTED ON THIS SURVEY WERE PROVIDED BY THE CLIENT OR ARE RECORDED IN AN ASSOCIATED PLAT. NO EASEMENT RESEARCH WAS CONDUCTED DURING THE COURSE OF THIS SURVEY.
8. REPRODUCED COPIES THAT ARE NOT AT 24"X36" MAY NOT BE TO SCALE.
9. UNLESS OTHERWISE NOTED, CORNER MARKERS SHOWN HEREON WERE FOUND DURING THE COURSE OF THIS SURVEY.

**1491 E SR 434, Winter Springs, FL 32708**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3530 NW 43rd Street | Gainesville, FL
4420 US-1 S, Suite 1 | St. Augustine, FL
1826 Ox Bottom Lane | Tallahassee, FL
Toll Free: (844) Go-JBPro


THE MAP OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THIS MAP OF SURVEY FURTHER MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THE MAP OF SURVEY SHOWN HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE, BEING SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Florida License No. LS7210
Certificate of Authorization No. LB8031

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER OR VALID DIGITAL SIGNATURE IN ELECTRONIC FORM

Troy V. Wright, PSM
Professional Surveyor and Mapper

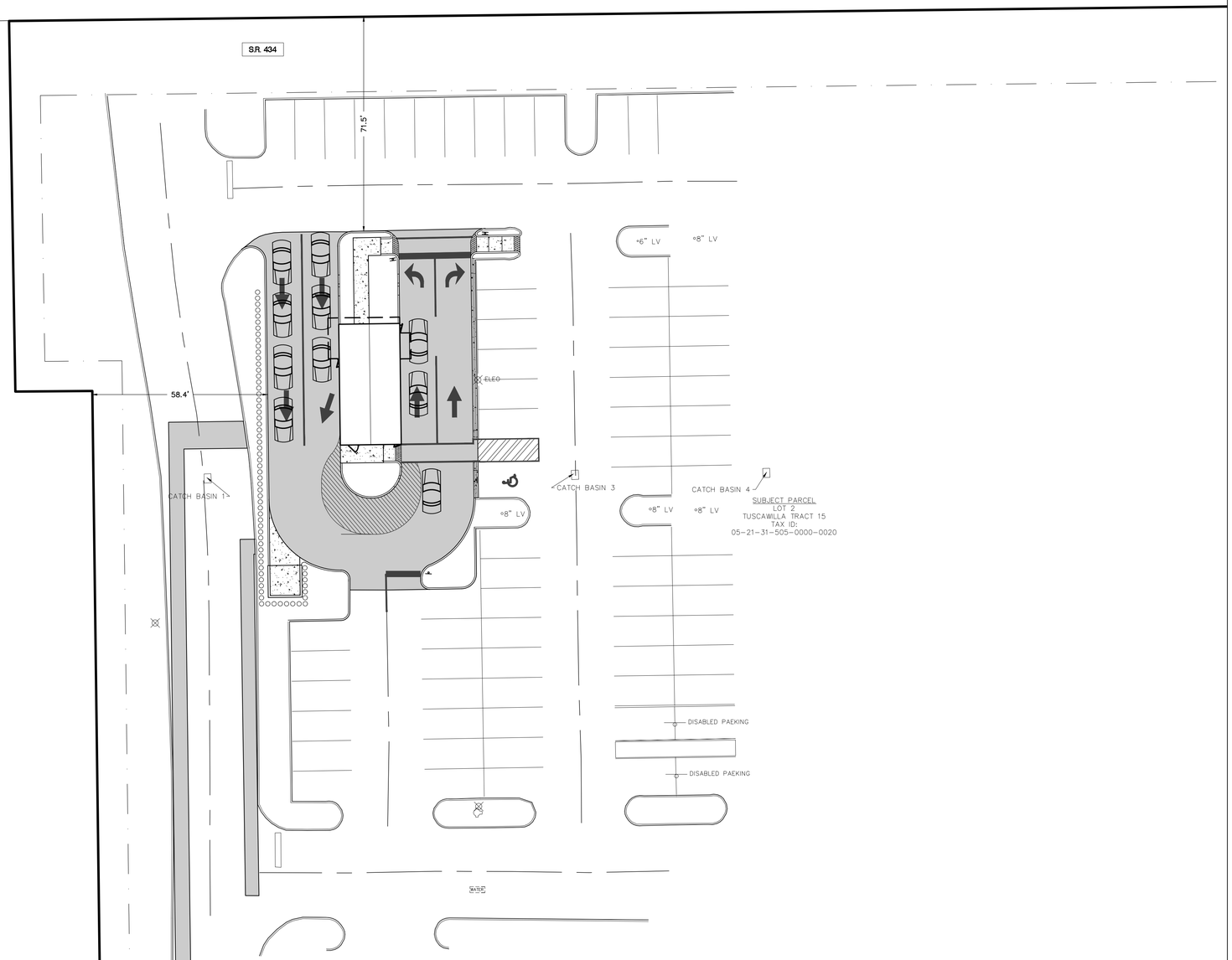
TROY WRIGHT License Number 7210 STATE OF FLORIDA Registered Surveyor and Mapper

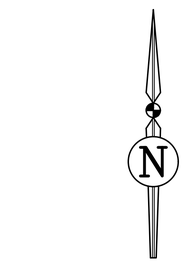
**TOPOGRAPHIC SURVEY**

CERTIFIED TO:
1. CRUCIBLE PARTNERS, LLC

| | |
|---|---|
| Scale: | 1"=20' |
| Proj. No. | 499-23-03 |
| Drawn: | H.Anderson |
| Checked: | T.Wright |
| Dwg. Name: | 499-23-03 |
| Dwg. Date: | 06/13/2023 |
| Field Book: | 44 |
| Pages: | 37 - 38 |
| Sheet: | 1 of 1 |

ELLIANOS COFFEE SHOPS HAVE TWO ORDER/SERVING WINDOWS THAT ALLOWS FOR FAST SERVICE. AS CAN BE SEEN ON THIS SITE PLAN, CARS CAN STACK ALONG SIDE THE PROPOSED BUILDING WITHOUT BACKUPS ONTO S.R. 434.




20 10 0 20 40 60

SCALE 1" = 20'

| REVISIONS | | | | |
|---|---|---|---|---|
| NO. | DATE | DESCRIPTION | DRWN | APPR |
| | | | | |

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Toll Free: (844) Go-JBPro | E-mail: contact@jbpro.com

SHEET TITLE: VEHICLE STACKING EXHIBIT

DATE: OCTOBER 2023

PROJECT NO: 499-23-03

CLIENT: CRUCIBLE PARTNERS LLC
ORLANDO, FL

PROJECT: ELLIANOS COFFEE SHOP
WINTER SPRINGS

SHEET NO: SE-1

**Traffic Study**.

For the Month of June 2022 at Alachua, FL.

*One of Ellianos Business locations in the chain.*

*There is a very very low probability the sales of the subject location being developed will exceed the studied location.*

- 47.8% of the traffic went to Lane 1
- 52.1 of the traffic went to Lane 2.
- Average Service Time of 2.23 minutes per vehicle for the entire month.
- A Vehicle Arrives at Each Lane an Average of every 3.57 minutes, peaking at every 2.28 Minutes from 8:00 to 9:00.
- Our Service Times are the fastest between 7AM and 9:00 AM, averaging 1.9 minutes during these times.
- 50% of our sales are after 12:00 Noon.
- The busiest hour of the day between 8:00 and 9:00 AM is only 10.45% of our sales.

| Hour | Average Store Visits per Hour | Average Visits Per Lane Per Hour | Average Service Time Per Vehicle (Minutes) | Vehicles Arriving Every (Minutes) | Percent of Daily Sales |
|---|---|---|---|---|---|
| 6 AM | 31 | 16 | 1.948 | 3.82 | 6.23% |
| 7 AM | 45 | 22 | 1.862 | 2.68 | 8.88% |
| 8 AM | 53 | 26 | 1.998 | 2.28 | 10.45% |
| 9 AM | 47 | 24 | 2.132 | 2.54 | 9.36% |
| 10 AM | 41 | 21 | 2.188 | 2.91 | 8.19% |
| 11 AM | 34 | 17 | 2.296 | 3.50 | 6.80% |
| 12 PM | 33 | 17 | 2.170 | 3.63 | 6.57% |
| 1 PM | 33 | 17 | 2.290 | 3.63 | 6.56% |
| 2 PM | 32 | 16 | 2.443 | 3.72 | 6.40% |
| 3 PM | 35 | 17 | 2.404 | 3.45 | 6.90% |
| 4 PM | 31 | 15 | 2.545 | 3.91 | 6.09% |
| 5 PM | 31 | 15 | 2.559 | 3.93 | 6.06% |
| 6 PM | 22 | 11 | 2.599 | 5.37 | 4.44% |
| 7 PM | 19 | 9 | 2.412 | 6.45 | 3.69% |
| 8 PM | 17 | 8 | 2.176 | 7.07 | 3.37% |
| Grand Total | 504 | 252 | 2.236 | 3.57 | |

- *For Purpose of this Study excluded 9:00 PM hour as only open Fri/Sat from 9:00 to 10:00*

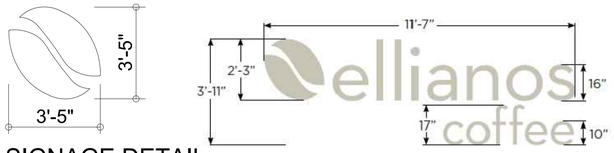
The proposed Site plan shows cars in line between the double sided drive thru. Cars can stack simultaneously on both sides and are simultaneously served from both sides. Vehicles do not pull up to one window and then to the other.

Looking Closer at the 8-9 hours, this high producing store averaged 53 cars that hour.

Using the nearest 5 minutes as a variation, to account for Stop Lights, etc generating additional stacking queues, if every customer arrived at the same time, we calculated that you could have an average of 4.4 cars stacked up in queue between both sides, or 2.2 cars per side.

An estimated 14 times a month you would/could have a 5 minute period where over 6 cars queued up between both sides, or 3 cars per side.

| Row Labels | 8 AM :00 | :05 | :10 | :15 | :20 | :25 | :30 | :35 | :40 | :45 | :50 | :55 | 8 AM Total | Average |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| <6/1/2022 | | | | | | | | | | | | | | |
| 1-Jun | 6 | 4 | 5 | 7 | 3 | 5 | 3 | 4 | 4 | 6 | 4 | 5 | 56 | 4.7 |
| 2-Jun | 6 | 4 | 5 | 4 | 5 | 4 | 4 | 3 | 4 | 5 | 3 | 8 | 55 | 4.6 |
| 3-Jun | 6 | 5 | 5 | 6 | 5 | 5 | 4 | 4 | 5 | 2 | 6 | 3 | 56 | 4.7 |
| 4-Jun | 3 | 5 | 4 | 4 | 4 | 4 | 2 | 4 | 4 | 5 | 5 | 3 | 47 | 3.9 |
| 5-Jun | | 5 | 4 | 3 | 5 | 5 | 2 | 4 | 3 | 4 | 2 | 5 | 42 | 3.8 |
| 6-Jun | 5 | 4 | 4 | 4 | 6 | 3 | 2 | 3 | 1 | 4 | 6 | 4 | 46 | 3.8 |
| 7-Jun | 5 | 4 | 7 | 5 | 1 | 4 | 2 | 5 | 3 | 5 | 4 | 4 | 49 | 4.1 |
| 8-Jun | 6 | 4 | 4 | 5 | 5 | 6 | 3 | 6 | 6 | 4 | 3 | 4 | 56 | 4.7 |
| 9-Jun | 4 | 4 | 5 | 4 | 5 | 7 | 4 | 8 | 4 | 6 | 4 | 5 | 60 | 5.0 |
| 10-Jun | 3 | 4 | 6 | 4 | 4 | 6 | 4 | 2 | 5 | 4 | 6 | 4 | 52 | 4.3 |
| 11-Jun | 4 | 3 | 4 | 4 | 2 | 6 | 5 | 6 | 5 | 2 | 5 | 4 | 50 | 4.2 |
| 12-Jun | 1 | 3 | 6 | 3 | 3 | 5 | 2 | 5 | 5 | 3 | 5 | 4 | 45 | 3.8 |
| 13-Jun | 1 | 6 | 5 | 3 | 5 | 5 | 4 | 3 | 5 | 4 | 4 | 5 | 50 | 4.2 |
| 14-Jun | 2 | 3 | 5 | 3 | 4 | 3 | 4 | 6 | 5 | 5 | 4 | 2 | 46 | 3.8 |
| 15-Jun | 7 | 4 | 8 | 6 | 7 | 6 | 5 | 3 | 3 | 1 | 3 | 6 | 59 | 4.9 |
| 16-Jun | 5 | 6 | 5 | 5 | 2 | 4 | 6 | 3 | 5 | 5 | 6 | 4 | 56 | 4.7 |
| 17-Jun | 5 | 5 | 5 | 3 | 3 | 5 | 4 | 5 | 6 | 5 | 5 | 4 | 55 | 4.6 |
| 18-Jun | 5 | 2 | 2 | 4 | 4 | 4 | 4 | 4 | 4 | 8 | 5 | 5 | 51 | 4.3 |
| 19-Jun | | 6 | 4 | 5 | 4 | 5 | 6 | 4 | 4 | 5 | 4 | 5 | 52 | 4.7 |
| 20-Jun | 3 | 4 | 4 | 2 | 6 | 3 | 5 | 6 | 3 | 6 | 5 | 2 | 49 | 4.1 |
| 21-Jun | 4 | 5 | 5 | 3 | 4 | 3 | 3 | 2 | 3 | 4 | 3 | 4 | 43 | 3.6 |
| 22-Jun | 5 | 5 | 6 | 5 | 5 | 7 | 4 | 5 | 4 | 5 | 5 | 3 | 59 | 4.9 |
| 23-Jun | 4 | 6 | 6 | 5 | 3 | 6 | 3 | 5 | 5 | 5 | 5 | 6 | 59 | 4.9 |
| 24-Jun | 4 | 5 | 5 | 8 | 5 | 4 | 7 | 5 | 6 | 7 | 4 | 4 | 64 | 5.3 |
| 25-Jun | 4 | 4 | 3 | 3 | 5 | 4 | 4 | 5 | 5 | 4 | 6 | 4 | 51 | 4.3 |
| 26-Jun | | 3 | 2 | 3 | 4 | 4 | 5 | 4 | 1 | 3 | 3 | 5 | 37 | 3.4 |
| 27-Jun | 6 | 6 | 5 | 3 | 4 | 6 | 5 | 5 | 4 | 5 | 5 | 5 | 59 | 4.9 |
| 28-Jun | 5 | 4 | 5 | 5 | 4 | 5 | 4 | 6 | 3 | 5 | 4 | 3 | 53 | 4.4 |
| 29-Jun | 3 | 6 | 3 | 6 | 5 | 4 | 3 | 3 | 4 | 5 | 4 | 2 | 48 | 4.0 |
| 30-Jun | 4 | 4 | 6 | 3 | 7 | 6 | 3 | 6 | 4 | 5 | 4 | 5 | 57 | 4.8 |
| Grand Total | 116 | 133 | 143 | 128 | 129 | 144 | 116 | 134 | 123 | 137 | 132 | 127 | 1562 | 4.4 |
| | | | | | | | | | | | | | 52.067 | |




## SIGNAGE DETAIL

Scale: NTS

## ELEVATION FINISH SCHEDULE

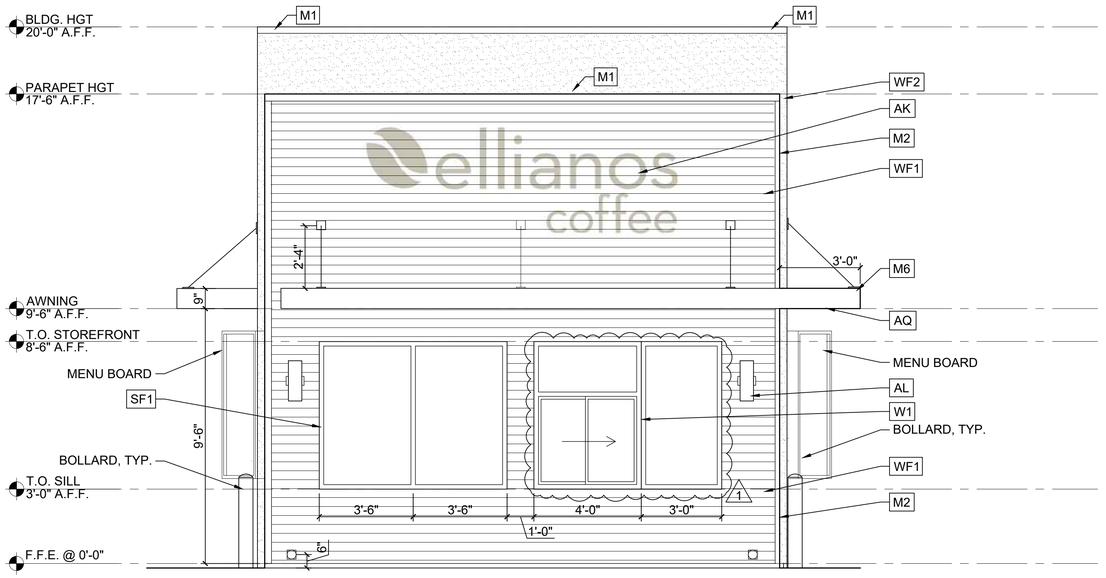
| ITEM | | MANUFACTURER | MODEL | COLOR | COMMENTS |
|---|---|---|---|---|---|
| WF1 | FIBER CEMENT SIDING | NICHIHA | ROUGHSAWN AWP 3030 | TOBACCO | 1 |
| WF2 | EIFS, TYP. | STO* | STOTHERM CI | #SW6335 | 6 |
| WF3 | FIBER CEMENT PANEL CORNER | NICHIHA | PANEL CORNER | TOBACCO | |
| M1 | CONT. ALUM COPING, TYP. | PACTITE | TAPERED COPING* | BLACK | 4 |
| M2 | METAL CORNER TRIM | NICHIHA | CORNER TRIM | BLACK | 4 |
| M3 | METAL TRIM | BY G.C. | FLAT METAL TRIM | BLACK | 4 |
| M4 | MTL. LADDER FOR ROOF ACCESS | BY G.C. | - | BLACK | 4 |
| M5 | MTL COLLECTOR HEAD AND DOWNSPOUT | BY G.C. | - | BLACK | 4 |
| M6 | CANOPY | BY OTHERS | BY OTHERS | BLACK | 4 |
| BO | BOLLARD | BY G.C. | 36" ROUNDTOP | BLACK OR BLACK COVER | |
| W1 | DRIVE THRU WINDOW - LEFT TO RIGHT | SC-4844 | 275 LOW PROFILE | DARK BRONZE ANODIZED | 2, 5, 7 |
| W2 | DRIVE THRU WINDOW - RIGHT TO LEFT | SC-4844 | 275 LOW PROFILE | DARK BRONZE ANODIZED | 3, 5, 7 |
| SF1 | ALUM. STOREFRONT | BY G.C. | BY G.C. | DARK BRONZE ANODIZED | 4 |
| AK | EXTERIOR SIGNAGE | BY OTHERS | BY OTHERS | BY OTHERS | |
| AL | EXTERIOR LIGHTING | PROGRESS LIGHTING | P5644-31-30K 18" | BLACK | 8 |
| AQ | CANOPY LIGHTS | BY OTHERS | BY OTHERS | BY OTHERS | |

*OR APPROVED EQUIVALENT

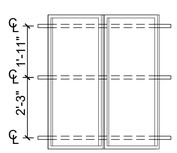
COMMENTS: (1) STAGGER PANEL INSTALL (2) SINGLE SIDE AND TOP LITE (3) SINGLE TOP LITE (4) FLAT FINISH (5) 47-1/2"W X 43-1/2"H (19"W X 39"H SERVICE OPENING) (6) PRIME WITH NEUTRAL BASE PRIOR TO PAINT (7) A HVHZ (OR IMPACT RESISTANT) WINDOW SHALL BE INSTALLED IN HVHZ ZONES OR AS REQUIRED BY THE PERMITTING AUTHORITY (8) LENS COVER IS REQUIRED WITH INSTALLATION OF FIXTURE. INSTALL PROGRESS LIGHTING P860047-031

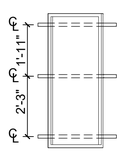
## ALT WINDOW SPECS

| WINDOW | MODEL | WIDTH | HEIGHT |
|---|---|---|---|
| READY ACCESS | 275 LOW PROFILE | 47-1/2" | 43-1/2" |
| READY ACCESS | 600 HURRICANE | 47-1/2" | 43-1/2" |
| QUIKSERV | SC-4844 | 47-1/2" | 43-1/2" |
| QUIKSERV | SC-4030-IP HURRICANE | 48" | 36" |




1 / A014 FRONT ELEVATION
SCALE: 3/8" = 1'-0"



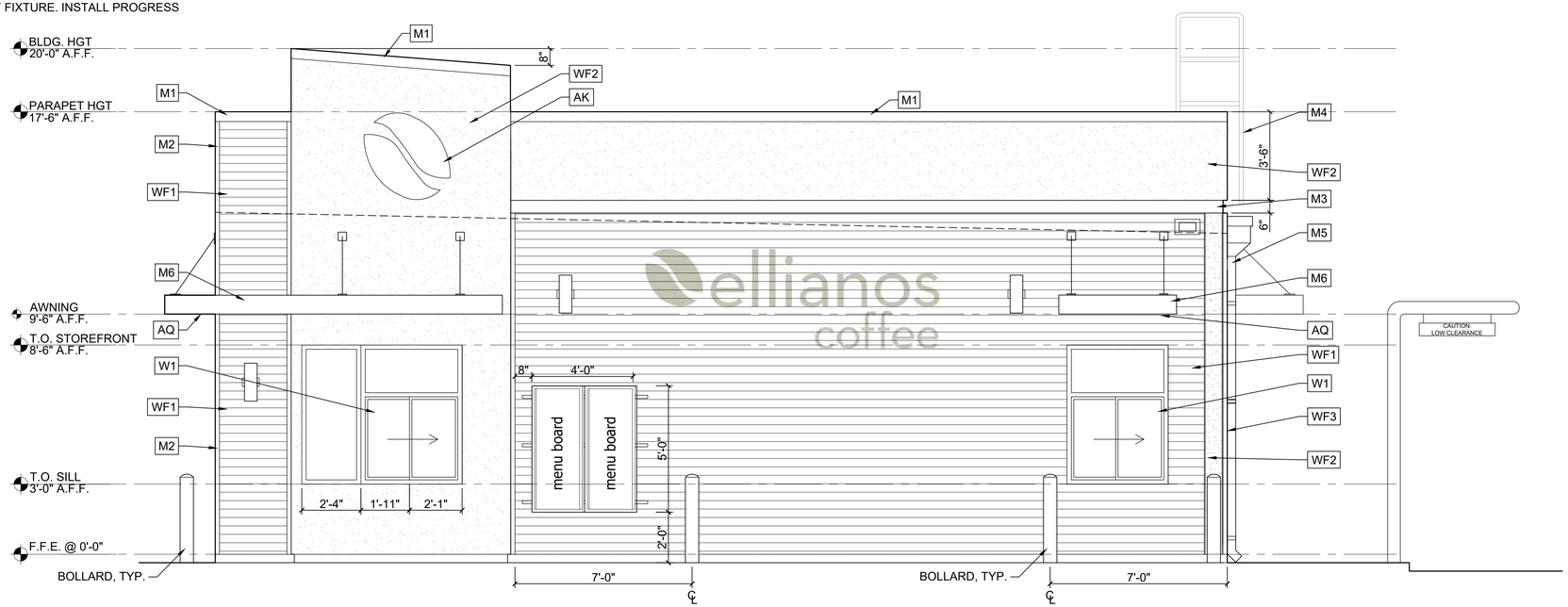




MENUBOARD INSTALLATION HARDWARE

| QTY | DESC | |
|---|---|---|
| 1 | ELL-MENU-0001 | 24X60 MENU BOARD SYSTEM & INSERTS (SINGLE) |
| 2 | ELL-MENU-0002 | 24X60 MENU BOARD SYSTEM & INSERTS (DOUBLE) |
| LOT | HARDWARE KIT | |

ORDER AT https://form.jotform.com/230053772704148

3 / A014 MENU SIGN DETAIL
SCALE: 3/8" = 1'-0"




CIVIL NOTE: FINISHED ASPHALT TO B.O. SERVING WINDOWS SHALL BE 41"-43"

2 / A014 SIDE ELEVATION
SCALE: 3/8" = 1'-0"

NOTE: DIMENSIONS SHOWN ON ELEVATIONS SHALL BE VERIFIED WITH DIMENSIONS ELSEWHERE IN THIS SET OF DRAWINGS. ANY DISCREPANCY SHALL PRIORITIZE DIMENSIONS SHOWN ON FLOOR PLANS AND DETAILS OVER DIMENSIONS NOTED ON ELEVATIONS.

DATE: 7/21/2023

LDG
LORING DESIGN GROUP

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LORING DESIGN GROUP
TYRONE TOWER
1700 66TH ST. N, SUITE 205
ST. PETERSBURG, FL 33710 PH: 727-231-4410
EMAIL: INFO@LORINGDG.COM

DRIVE-UP RETAIL SALES FACILITY FOR:
ellianos coffee
1491 SR-434
WINTER SPRINGS, FL 32708

| | |
|---|---|
| | DRAWN BY: RDL |
| | CHECKED BY: JWT |
| | PROJECT: EL2225 |
| 1 | REVISION: 10/17/2023 |
| | REVISION: |
| | REVISION: |

EXTERIOR ELEVATIONS

DRAWING NUMBER
A014

ellianos
coffee

ellianos
coffee

ellianos
coffee

ORDER / PICK UP
CAUTION - LOW CLEARANCE
ellianos
coffee

ellianos
coffee
ORDER / PICK UP
CAUTION - LOW CLEARANCE
ellianos
coffee

STOP
HC

# Ellianos Winter Springs
# Winter Springs, FL

## Fire Flow Calculations

September 2023

**Timothy Boehlein, P.E.**
FL Registration No. 96416

3530 NW 43rd Street
Gainesville, FL 32606
(352) 375-8999
www.jbpro.com

JBPro

# FIRE FLOW CALCULATIONS PER NFPA 2009

| | |
|---|---|
| **BUILDING CONSTRUCTION:** | Type V (000) |
| **FIRE FLOW AREA (Total Floor Area):** | 800 SF |
| **FIRE FLOW REQUIRED:** | 1,500 GPM (@20 PSI) |
| **BUILDING FULLY SPRINKLED?** | NO |
| **FLOW DURATION:** | 2 Hours |
| **AVAILABLE FIRE FLOW (@ 20 psi):** | 1,443 GPM @ 20 psig |

**Table 18.4.5.1.2 Minimum Required Fire Flow and Flow Duration for Buildings**

| Fire Flow Area ft² (× 0.0929 for m²) | | | | | Fire Flow gpm[†] (× 3.785 for L/min) | Flow Duration (hours) |
|---|---|---|---|---|---|---|
| I(443), I(332), II(222)* | II(111), III(211)* | IV(2HH), V(111)* | II(000), III(200)* | V(000)* | | |
| 0–22,700 | 0–12,700 | 0–8200 | 0–5900 | 0–3600 | 1500 | 2 |
| 22,701–30,200 | 12,701–17,000 | 8201–10,900 | 5901–7900 | 3601–4800 | 1750 | |
| 30,201–38,700 | 17,001–21,800 | 10,901–12,900 | 7901–9800 | 4801–6200 | 2000 | |
| 38,701–48,300 | 21,801–24,200 | 12,901–17,400 | 9801–12,600 | 6201–7700 | 2250 | |
| 48,301–59,000 | 24,201–33,200 | 17,401–21,300 | 12,601–15,400 | 7701–9400 | 2500 | |
| 59,001–70,900 | 33,201–39,700 | 21,301–25,500 | 15,401–18,400 | 9401–11,300 | 2750 | |
| 70,901–83,700 | 39,701–47,100 | 25,501–30,100 | 18,401–21,800 | 11,301–13,400 | 3000 | 3 |
| 83,701–97,700 | 47,101–54,900 | 30,101–35,200 | 21,801–25,900 | 13,401–15,600 | 3250 | |
| 97,701–112,700 | 54,901–63,400 | 35,201–40,600 | 25,901–29,300 | 15,601–18,000 | 3500 | |
| 112,701–128,700 | 63,401–72,400 | 40,601–46,400 | 29,301–33,500 | 18,001–20,600 | 3750 | |
| 128,701–145,900 | 72,401–82,100 | 46,401–52,500 | 33,501–37,900 | 20,601–23,300 | 4000 | 4 |
| 145,901–164,200 | 82,101–92,400 | 52,501–59,100 | 37,901–42,700 | 23,301–26,300 | 4250 | |
| 164,201–183,400 | 92,401–103,100 | 59,101–66,000 | 42,701–47,700 | 26,301–29,300 | 4500 | |
| 183,401–203,700 | 103,101–114,600 | 66,001–73,300 | 47,701–53,000 | 29,301–32,600 | 4750 | |
| 203,701–225,200 | 114,601–126,700 | 73,301–81,100 | 53,001–58,600 | 32,601–36,000 | 5000 | |
| 225,201–247,700 | 126,701–139,400 | 81,101–89,200 | 58,601–65,400 | 36,001–39,600 | 5250 | |
| 247,701–271,200 | 139,401–152,600 | 89,201–97,700 | 65,401–70,600 | 39,601–43,400 | 5500 | |
| 271,201–295,900 | 152,601–166,500 | 97,701–106,500 | 70,601–77,000 | 43,401–47,400 | 5750 | |
| Greater than 295,900 | Greater than 166,500 | 106,501–115,800 | 77,001–83,700 | 47,401–51,500 | 6000 | |
| | | 115,801–125,500 | 83,701–90,600 | 51,501–55,700 | 6250 | |
| | | 125,501–135,500 | 90,601–97,900 | 55,701–60,200 | 6500 | |
| | | 135,501–145,800 | 97,901–106,800 | 60,201–64,800 | 6750 | |
| | | 145,801–156,700 | 106,801–113,200 | 64,801–69,600 | 7000 | |
| | | 156,701–167,900 | 113,201–121,300 | 69,601–74,600 | 7250 | |
| | | 167,901–179,400 | 121,301–129,600 | 74,601–79,800 | 7500 | |
| | | 179,401–191,400 | 129,601–138,300 | 79,801–85,100 | 7750 | |
| | | Greater than 191,400 | Greater than 138,300 | Greater than 85,100 | 8000 | |

*Types of construction are based on NFPA 220.
[†]Measured at 20 psi (139.9 kPa).

**18.4 Fire Flow Requirements for Buildings.**

**18.4.1* Scope.**

**18.4.1.1*** The procedure determining fire flow requirements for buildings hereafter constructed shall be in accordance with Section 18.4.

**18.4.1.2** Section 18.4 does not apply to structures other than buildings.

**18.4.2 Definitions.** See definitions 3.3.13.6 (Fire Flow Area) and 3.3.108 (Fire Flow).

**18.4.3 Modifications.**

**18.4.3.1 Decreases.** Fire flow requirements shall be permitted to be modified downward by the AHJ for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire flow requirements is impractical.

**18.4.3.2 Increases.** Fire flow shall be permitted to be modified upward by the AHJ where conditions indicate an unusual susceptibility to group fires or conflagrations. An upward modification shall not be more than twice that required for the building under consideration.

**18.4.4 Fire Flow Area.**

**18.4.4.1 General.** The fire flow area shall be the total floor area of all floor levels of a building except as modified in 18.4.4.1.1.

**18.4.4.1.1 Type I (443), Type I (332), and Type II (222) Construction.** The fire flow area of a building constructed of Type I (443), Type I (332), and Type II (222) construction shall be the area of the three largest successive floors.

**18.4.5 Fire Flow Requirements for Buildings.**

**18.4.5.1 One- and Two-Family Dwellings.**

**18.4.5.1.1** The minimum fire flow and flow duration requirements for one- and two-family dwellings having a fire flow area that does not exceed 5000 $ft^2$ (334.5 $m^2$) shall be 1000 gpm (3785 L/min) for 1 hour.

**18.4.5.1.1.1** A reduction in required fire flow of 50 percent shall be permitted when the building is provided with an approved automatic sprinkler system.

**18.4.5.1.1.2** A reduction in the required fire flow of 25 percent shall be permitted when the building is separated from other buildings by a minimum of 30 ft (9.1 m).

**18.4.5.1.1.3** The reduction in 18.4.5.1.1.1 and 18.4.5.1.1.2 shall not reduce the required fire flow to less than 500 gpm (1900 L/min).

**18.4.5.1.2** Fire flow and flow duration for dwellings having a fire flow area in excess of 5000 $ft^2$ (334.5 $m^2$) shall not be less than that specified in Table 18.4.5.1.2.

**18.4.5.1.2.1** A reduction in required fire flow of 50 percent shall be permitted when the building is provided with an approved automatic sprinkler system.

**18.4.5.2 Buildings Other Than One- and Two-Family Dwellings.** The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table 18.4.5.1.2.

**18.4.5.2.1** A reduction in required fire flow of 75 percent shall be permitted when the building is protected throughout by an approved automatic sprinkler system. The resulting fire flow shall not be less than 1000 gpm (3785 L/min).

**18.4.5.2.2** A reduction in required fire flow of 75 percent shall be permitted when the building is protected throughout by an approved automatic sprinkler system, which utilizes quick response sprinklers throughout. The resulting fire flow shall not be less than 600 gpm (2270 L/min).

P.O. Box 908
Oakland, FL 34760

EXCEL FIRE PROTECTION, Inc.

Phone 407-614-8347
Fax 407-614-8348

**Annual NFPA 25 Fire Hydrant Flow Test & Maintenance**

The Foundry Church
1491 E. State Road 434
Winter Springs, FL 32708

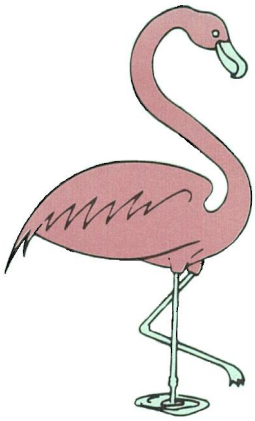
Date of Inspection: 9/13/23 Inspector: Ronnie Davidson ID # FPI20-000004

| PH # | Location | Static | Residual | Pitot | Outlet Size | GPM | @ 20 psi |
|---|---|---|---|---|---|---|---|
| 872 | SE corner | 70 | 45 | 35 | 2.5" | 993 | 1,443 |
| 873 | SW corner | 70 | 55 | 40 | 2.5" | 1,061 | 2,033 |
| 874 | NE corner | 70 | 55 | 40 | 2.5" | 1,061 | 2,033 |
| 875 | Front middle | 70 | 45 | 35 | 2.5" | 993 | 1,443 |
| 876 | NW corner | 70 | 45 | 35 | 2.5" | 993 | 1,443 |

# WINTER SPRINGS ELLIANOS COFFEE
# TRAFFIC ACCESS STUDY

SEMINOLE COUNTY, FLORIDA

May 2023



**BUCKHOLZ TRAFFIC**

**BUCKHOLZ TRAFFIC**
**3585 KORI ROAD**
**JACKSONVILLE, FLORIDA 32257**
**(904) 886-2171 jwbuckholz@aol.com**

May 17, 2023

Mr. Tim Boehlein, EI
JB Pro
3530 NW 43rd Street
Gainesville, Florida 32606

Re: **Winter Springs Ellianos Coffee Traffic Access Study**

Dear Mr. Boehlein:

Attached is the requested traffic study. If there are any questions or comments regarding this study, please contact me.

Sincerely,

Gregory A Prather
2023.07.25 07:37:26
-04'00'

Jeffrey W. Buckholz, P.E., PTOE
Principal

This item has been digitally signed and sealed by Jeffrey W. Buckholz, P.E. on 5/17/23. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

## INTRODUCTION

The proposed 820 SF Ellianos Coffee stand with dual drive-thru windows will be located in the parking lot of the commercial center located at 1491 East SR 434 in Winter Springs (Seminole County), Florida. The major tenant of this commercial center is Foundry Church. Access to the development will be provided via two existing right-in-right-out only driveway on East SR 434 and two existing full access driveways on Vistawilla Drive. SR 434 in the vicinity of the site is a four lane divided urban principal arterial with an FDOT access management classification of 3 and a posted speed limit of 50 mph while Vistawilla drive is a two lane undivided local roadway with a 25 mph posted speed limit.

The development is expected to be completed and fully functional in 2024. Consequently, 2024 was used as the design year for this study. The proposed site plan is provided in Appendix A and Figure 1 depicts the site location and surrounding road network.

## EXISTING TRAFFIC VOLUMES

Manual turning movement counts were conducted by Buckholz Traffic personnel at the four existing access points during May of 2023 with school in session. The counts were conducted during weekday AM and PM peak periods and are provided in Appendix B. The data was recorded at 15-minute intervals and includes a separate tabulation for trucks. Figures 2 and 3 summarize the weekday AM and PM peak hour traffic flows at the site entrances.

Appendix C provides daily traffic volumes from an FDOT annual traffic counting station on SR 434 near the site. The current Average Daily Traffic (ADT) on the portion of SR 434 in the vicinity of the site is about 25,000 vehicles per day. Also included in Appendix C are February of 2022 hourly weekday traffic volumes at this station and FDOT seasonal adjustment factors for Seminole County.

## TRIP GENERATION

Trip generation calculations were carried out using the 11th edition of ITE's Trip Generation Manual and referencing land use code 938 (Coffee/Donut Shop with Drive-Thru Window Only). Attached as Table 1 are the daily, weekday AM peak hour, and weekday PM peak hour trip generation calculations for the proposed development. During an average weekday, the development is expected to generate 358 trips (179 entering and 179 exiting) with 88 trips (44 entering and 44 exiting) occurring during the AM peak hour and 30 trips (15 entering and 15 exiting) occurring during the PM peak hour. Table 2 summarizes the pass-by, diverted and primary trip percentages obtained from a study of three existing Ellianos Coffee sites in Northeast Florida.

## SITE TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT

Figures 4 and 5 graphically depict the weekday peak hour site traffic assignments with the supporting calculations provided in Appendix D. The distribution and assignment of primary, diverted and pass-by trips is based on roadway traffic volumes, housing distribution, and engineering judgment using the trip generation values contained in Table 1 and the trip type percentages summarized in Table 2. Diverted trips are assumed to originate from nearby Toll SR 417.

## FUTURE TRAFFIC VOLUMES

The expected weekday AM and PM peak hour background (No Build) traffic volumes and total (Build) traffic volumes along SR 434 and Vistawilla Drive are provided in Figures 6 through 9. The 2024 background traffic volumes were obtained by multiplying the existing traffic volumes by the appropriate FDOT seasonal adjustment factor (0.95) and then by a linear regression derived annual growth rate of 2.3% (see Figure C-1 in Appendix C). The 2024 Build traffic volumes were then calculated by adding the traffic generated by the new development to the 2024 No Build traffic volumes.

## TURN LANE EVALUATION

A formal analysis was made to determine if a right turn lane is warranted on eastbound SR 434 at the West Site Driveway, on northbound Vistawilla Drive at the North Site Driveway, or on southbound Vistawilla Drive at either the North Site Driveway or South Site Driveway. The methodology contained in NCHRP Report 279 was used to conduct this analysis using expected 2024 Build traffic volumes. As is indicated in Figures 10 through 13, right turn volumes will not be high enough to warrant an exclusive right turn lane at any of these locations. These results are supported by NCHRP Report 420.

Using expected 2024 Build traffic volumes, a formal analysis was also made to determine if a northbound left turn lane is warranted on Vistawilla Drive at either the North Site Driveway or the South Site Driveway. The methodology contained in a paper written by M.D. Harmelink entitled: "Volume Warrants for Left Turn Storage Lanes at Unsignalized Grade Intersections" was used to conduct this evaluation. The results indicate that future traffic volumes will not be high enough to warrant a left turn lane at either location. The supporting analyses are provided in Figures 14 and 15.

## INTERSECTION CAPACITY ANALYSIS

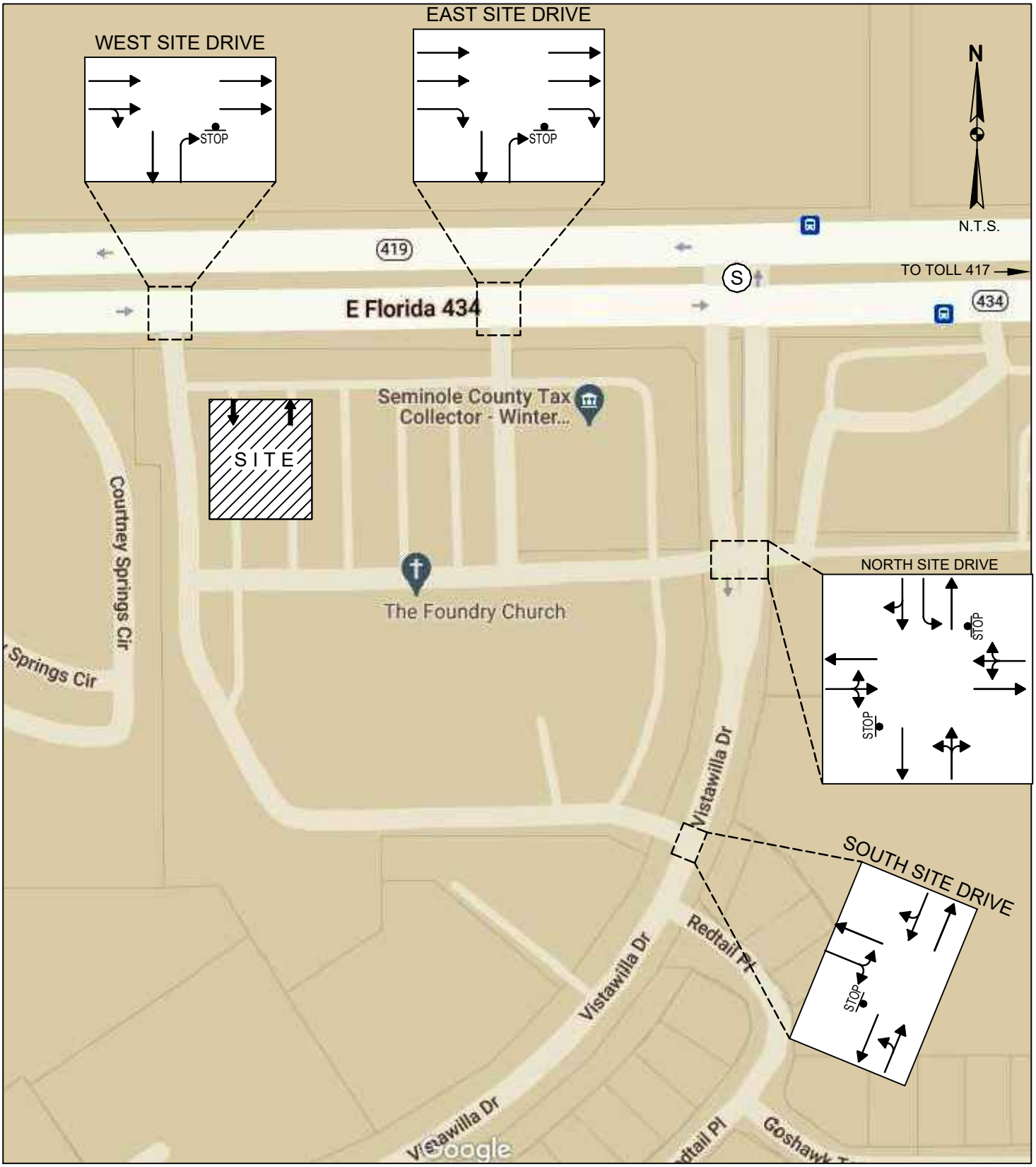
The four site drive intersections were analyzed using the two-way stop control methodology contained in the 2023 version of the Highway Capacity Software. The analyses are provided in Appendix E with the results summarized in Tables 3 through 6.

All minor movements at all four intersections currently operate at level of service B or better during the weekday AM peak hour under existing conditions with minimal queuing and with a volume-to-capacity ratio well less than one. This will continue to be the case under 2024 Build conditions.

All minor movements at all four intersections currently operate at level of service C or better during the weekday PM peak hour under existing conditions with minimal queuing and with a volume-to-capacity ratio well less than one. This will continue to be the case under 2024 Build conditions.

## ACCESS MANAGEMENT EVALUATION

The recommend connection spacing along SR 434 for a class 3 facility with a posted speed greater than 45 mph is 660 feet. Currently there is approximately 350 feet between the East Site Driveway and the West Site Driveway, 210 feet between the East Site Driveway and Vistawilla Drive, and 320 feet between the West Site Driveway and Country Springs Circle. The new development will not change the connection spacing situation along SR 434.




(S) = TRAFFIC SIGNAL

FIGURE 1

SITE LOCATION

Buckholz Traffic

D:\23-1835\CAD\FIG 01.DWG

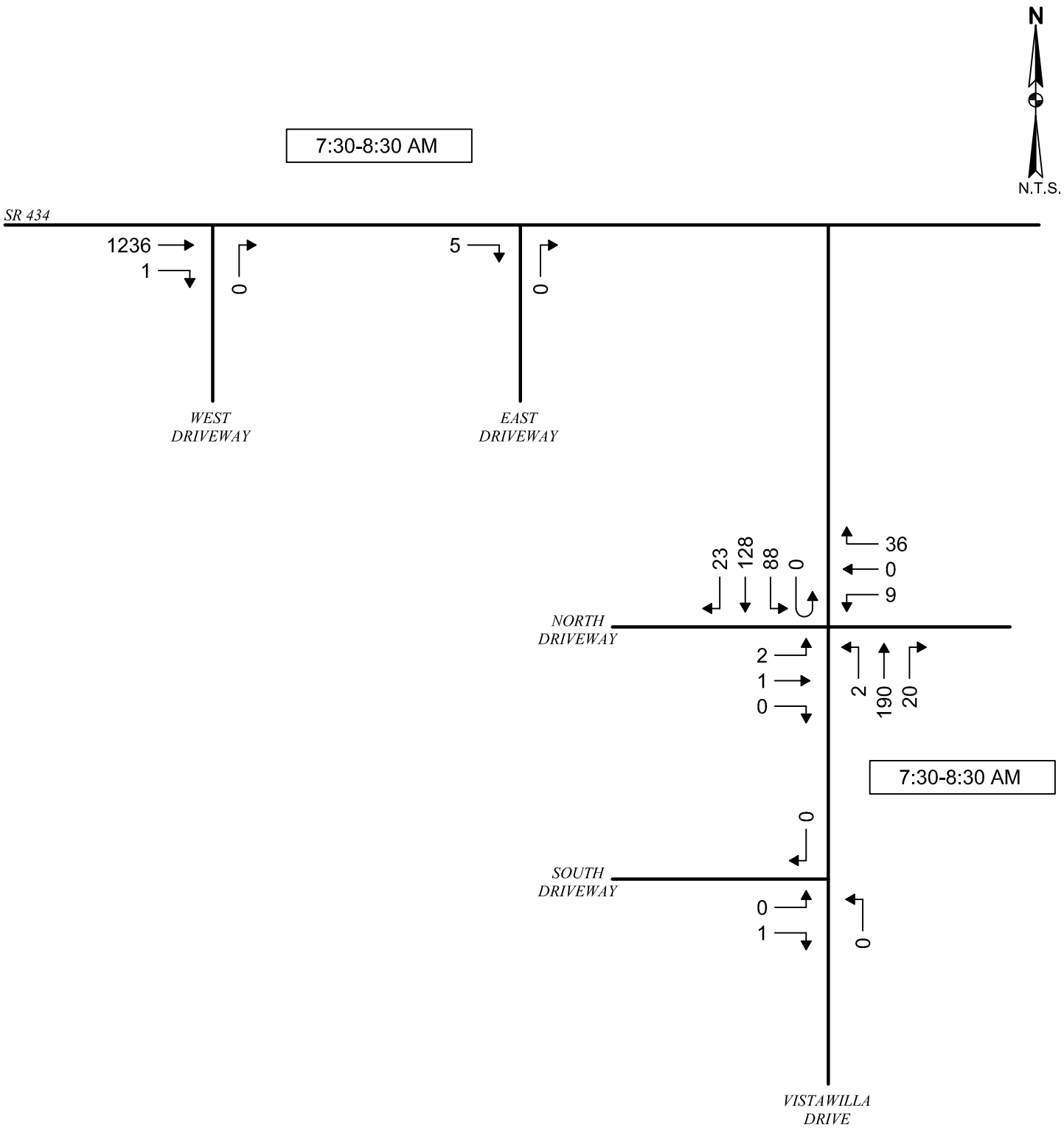



FIGURE 2

TRAFFIC
COUNTS

WEEKDAY AM PEAK HOUR

Buckholz Traffic

M:\2023\23-1835\CAD\FIG 02.DWG

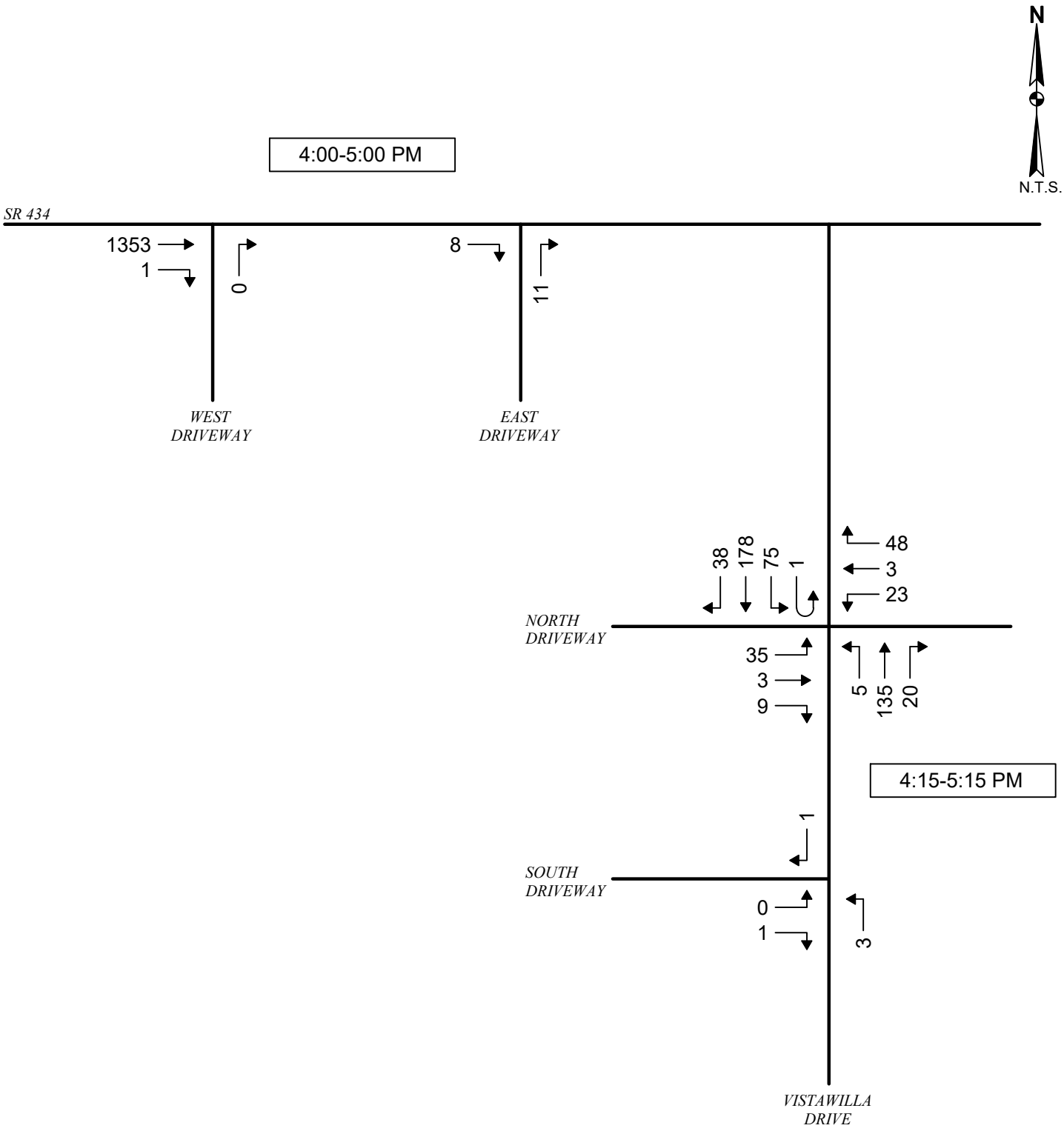



FIGURE 3

TRAFFIC COUNTS

WEEKDAY PM PEAK HOUR

Buckholz Traffic

D:\23-1835\CAD\FIG 03.DWG

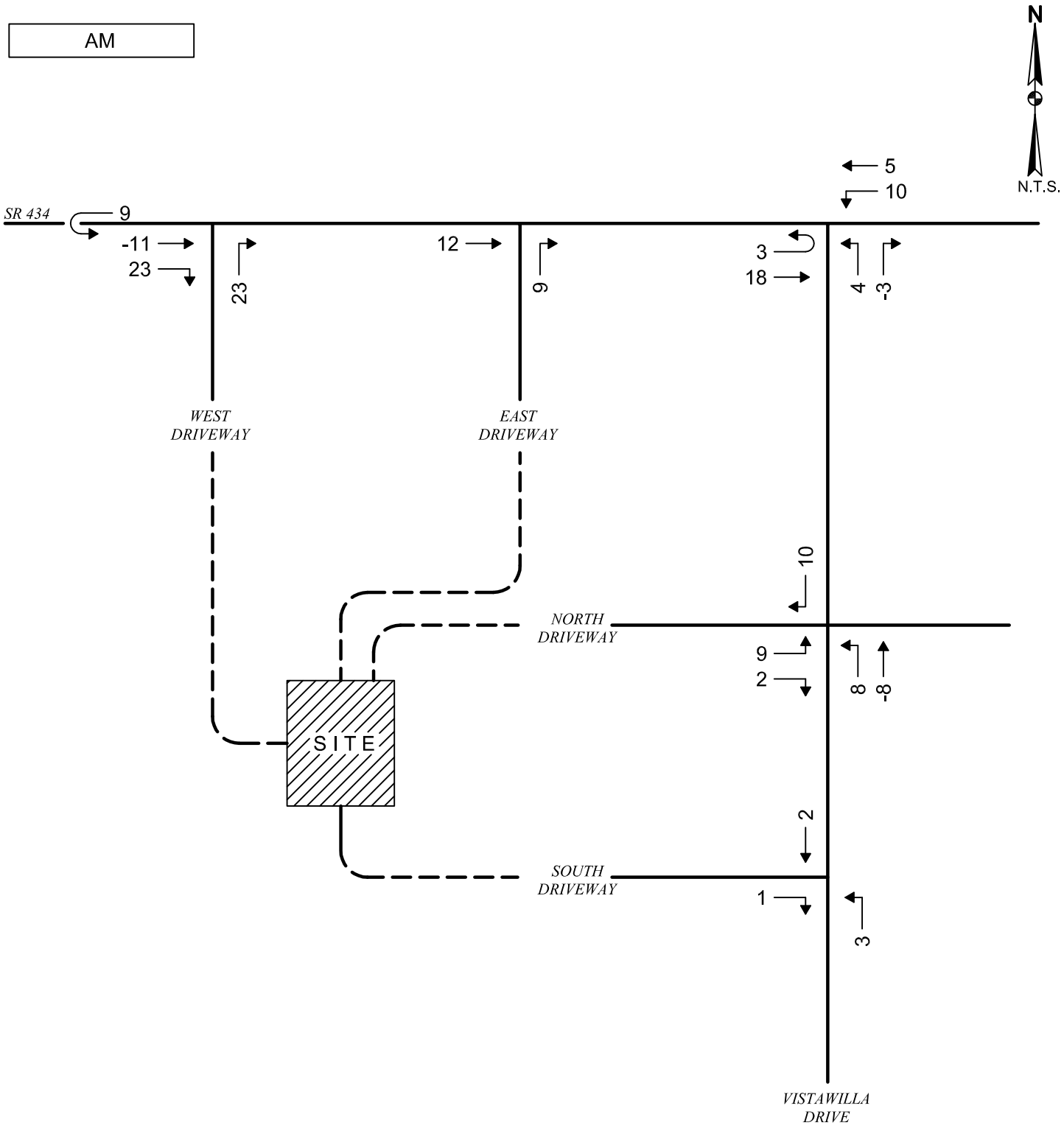



FIGURE 4

SITE TRAFFIC ASSIGNMENT

WEEKDAY AM PEAK HOUR

Buckholz Traffic

M:\2023\23-1835\CAD\FIG 04.DWG

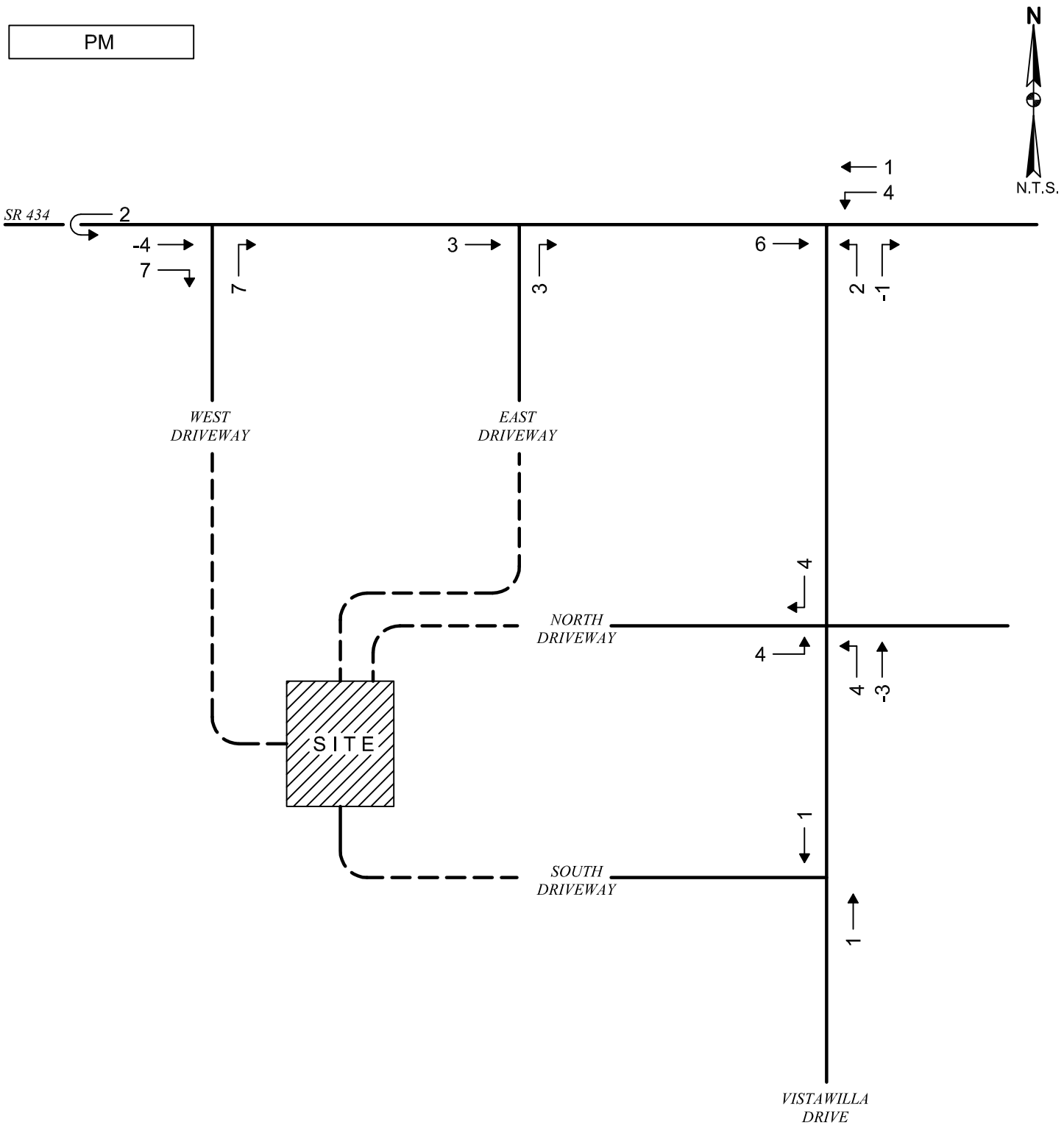


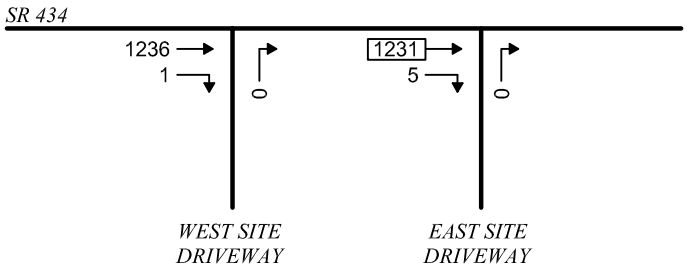

FIGURE 5

SITE TRAFFIC
ASSIGNMENT

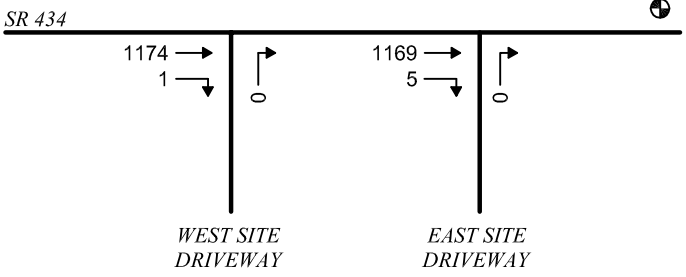
WEEKDAY PM PEAK HOUR

Buckholz Traffic

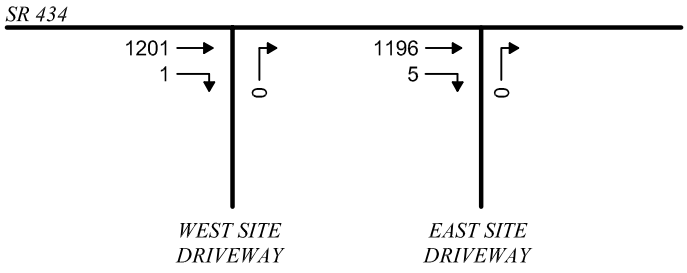
M:\2023\23-1835\CAD\FIG 05.DWG



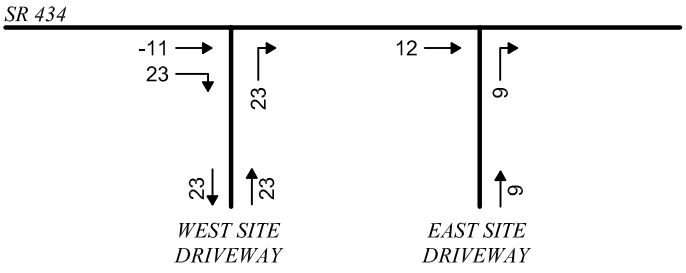

EXISTING TRAFFIC
05/12/23
7:30-8:30 AM



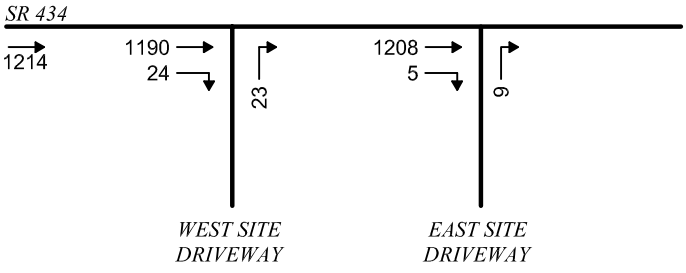

2023 SEASONALLY ADJUSTED TRAFFIC
FDOT SEASONAL CORRECTION FACTOR = 0.95




2024 NO BUILD TRAFFIC
ANNUAL GROWTH RATE = 2.3%




SITE TRAFFIC




2024 BUILD TRAFFIC

XX = CALCULATED VALUE

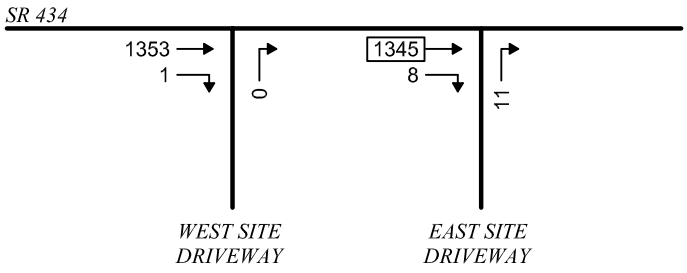
Buckholz Traffic

FIGURE 6

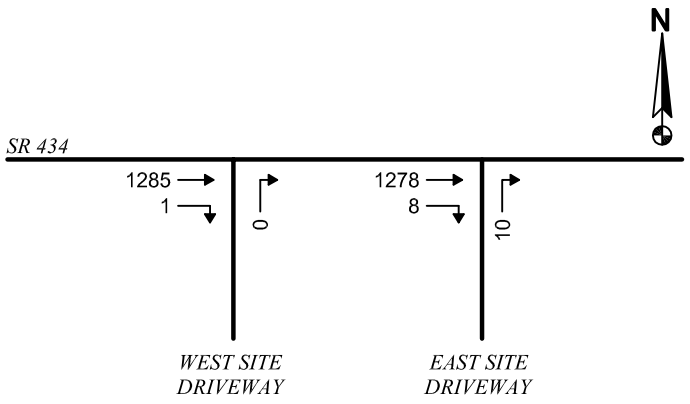
2024 BUILD TRAFFIC
SR 434 / FOUNDRY DRIVEWAYS

WEEKDAY AM PEAK HOUR

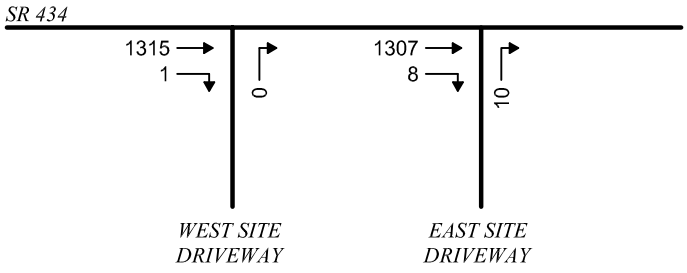
M:\2023\23-1835\CAD\FIG 06.DWG



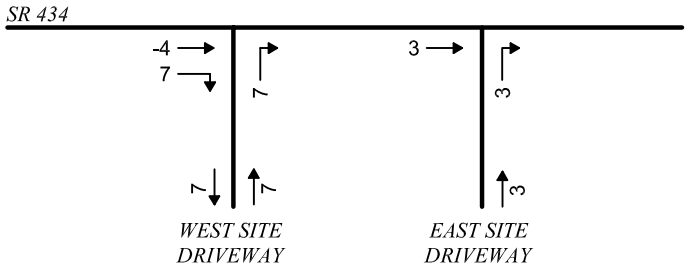

EXISTING TRAFFIC
05/ /23
AM



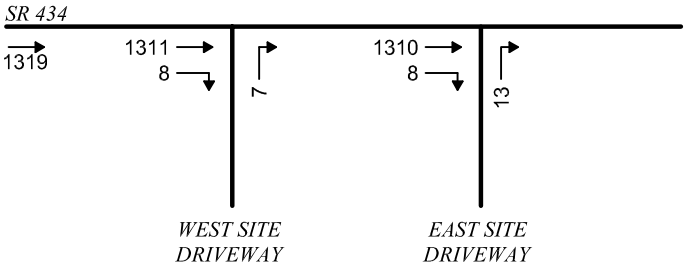

2023 SEASONALLY ADJUSTED TRAFFIC
FDOT SEASONAL CORRECTION FACTOR = 0.95




2024 NO BUILD TRAFFIC
ANNUAL GROWTH RATE = 2.3%




SITE TRAFFIC




2024 BUILD TRAFFIC

XX = CALCULATED VALUE

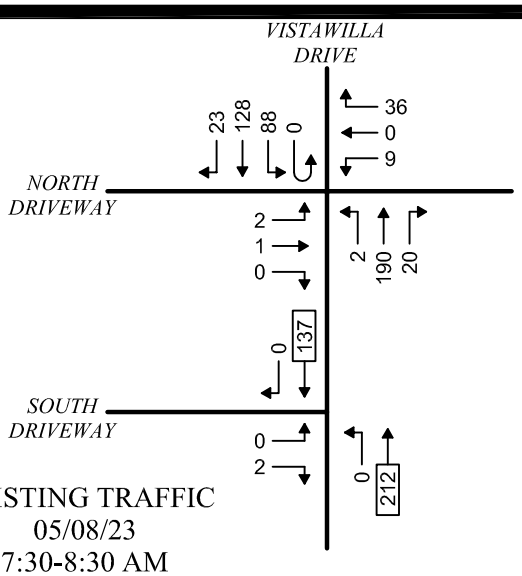
Buckholz Traffic

FIGURE 7

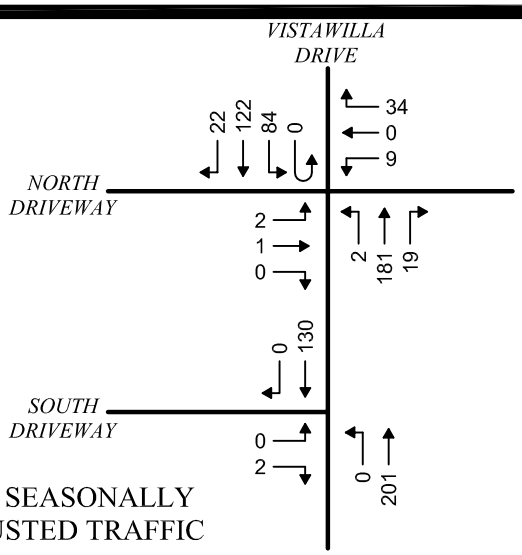
2024 BUILD TRAFFIC
SR 434 / FOUNDRY DRIVEWAYS

WEEKDAY PM PEAK HOUR

M:\2023\23-1835\CAD\FIG 07.DWG

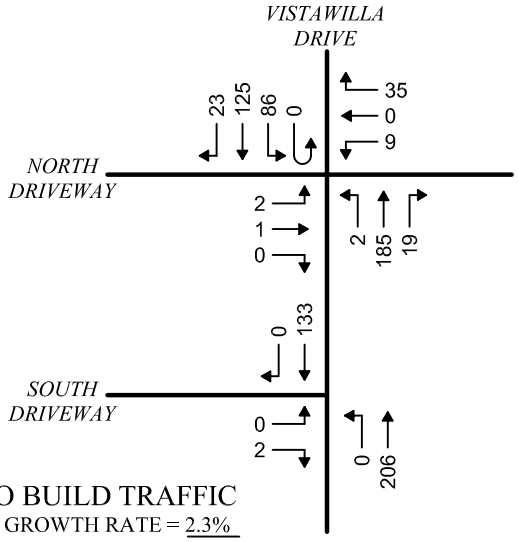



EXISTING TRAFFIC
05/08/23
7:30-8:30 AM



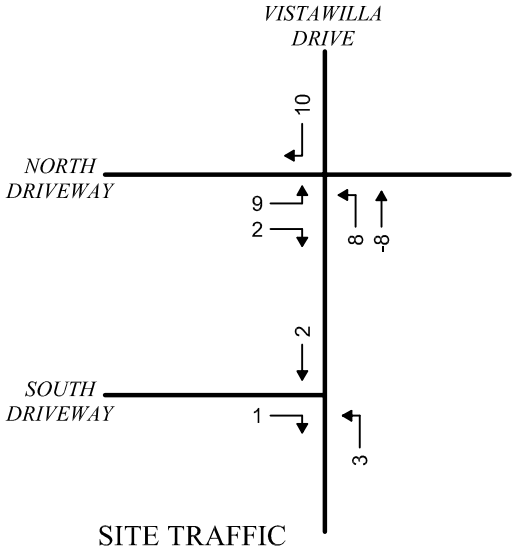

2023 SEASONALLY ADJUSTED TRAFFIC

FDOT SEASONAL CORRECTION FACTOR = 0.95

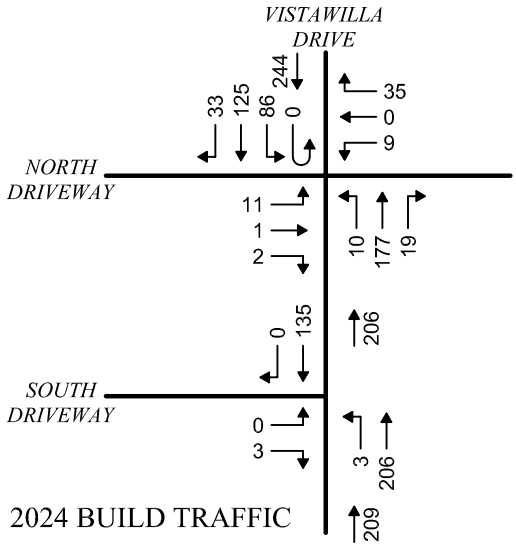



2024 NO BUILD TRAFFIC

ANNUAL GROWTH RATE = 2.3%




SITE TRAFFIC




2024 BUILD TRAFFIC

XX = CALCULATED VALUE

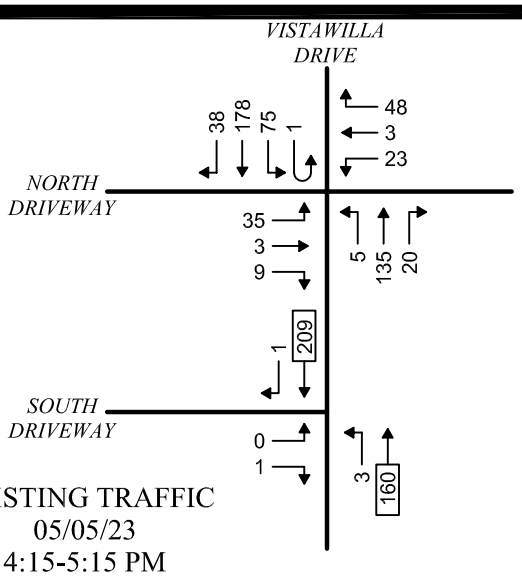
Buckholz Traffic

FIGURE 8

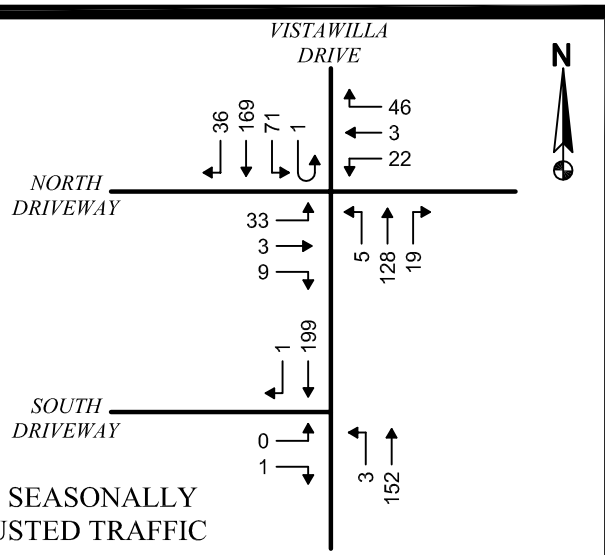
2024 BUILD TRAFFIC
VISTAWILLA DRIVE /
FOUNDRY DRIVEWAYS

WEEKDAY AM PEAK HOUR

M:\2023\23-1835\CAD\FIG 08.DWG

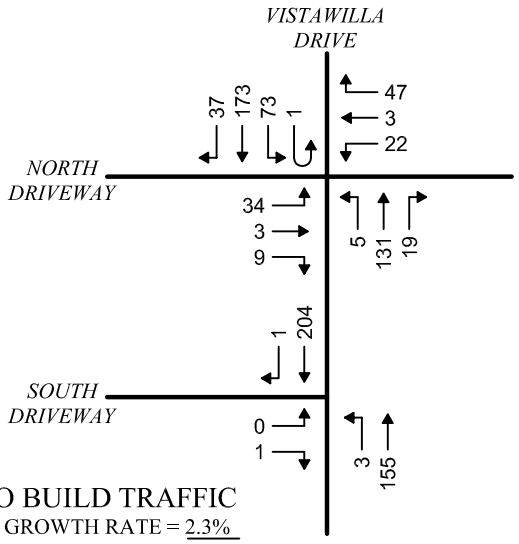



EXISTING TRAFFIC
05/05/23
4:15-5:15 PM



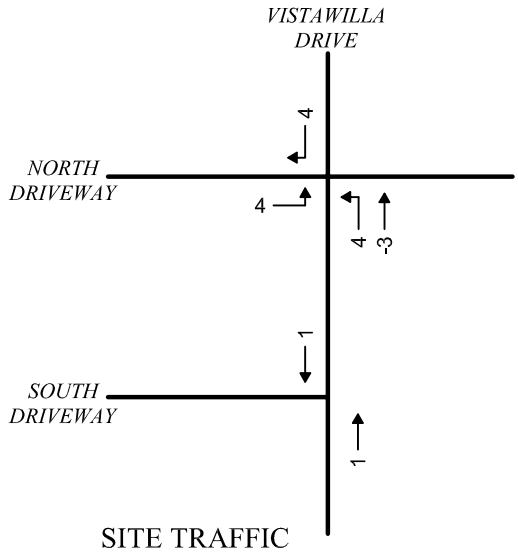

2023 SEASONALLY ADJUSTED TRAFFIC

FDOT SEASONAL CORRECTION FACTOR = 0.95

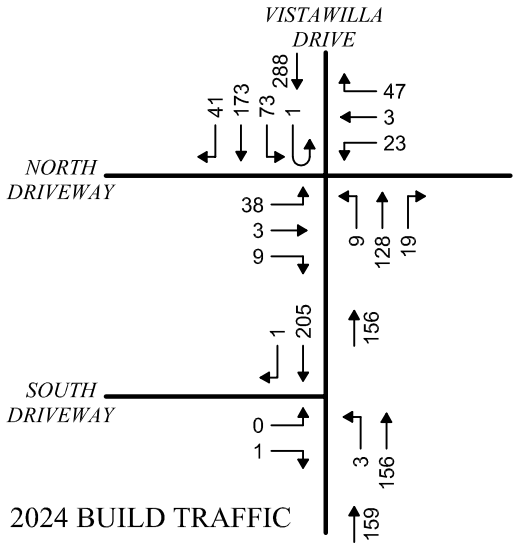



2024 NO BUILD TRAFFIC

ANNUAL GROWTH RATE = 2.3%




SITE TRAFFIC




2024 BUILD TRAFFIC

XX = CALCULATED VALUE

Buckholz Traffic

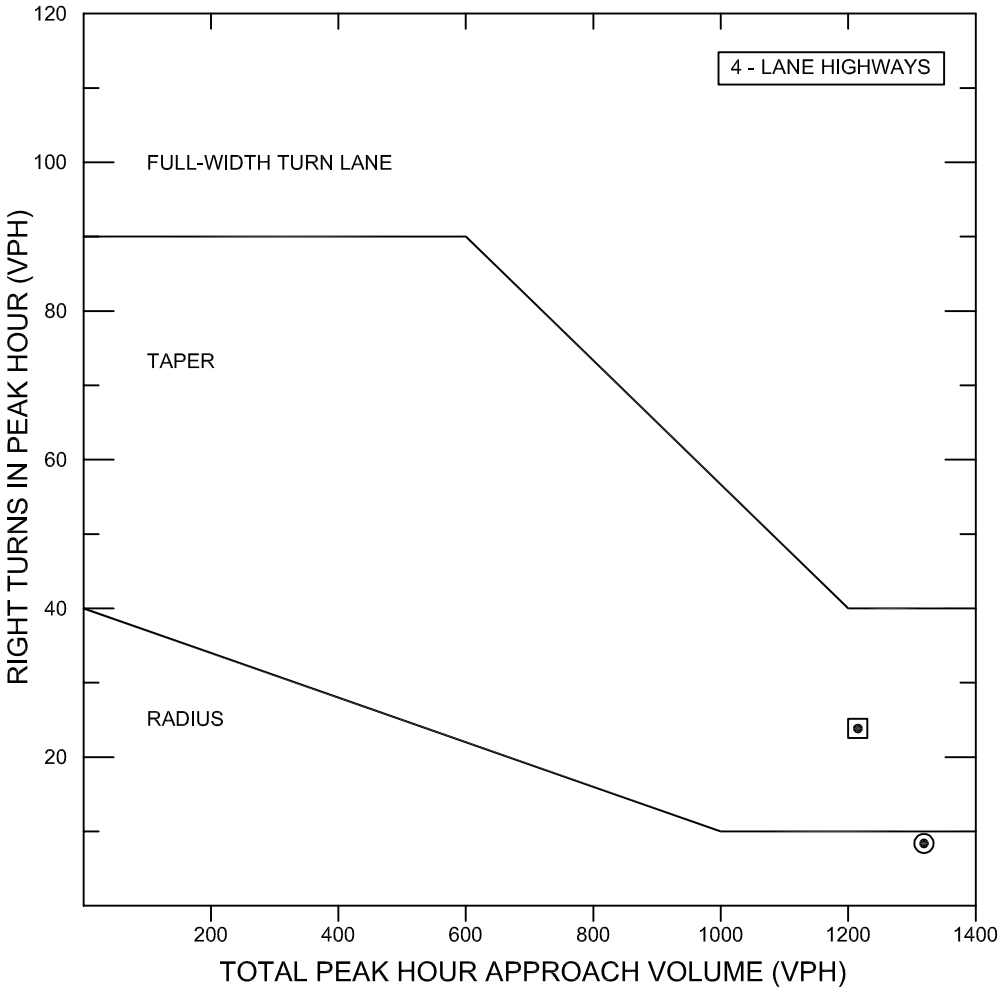
FIGURE 9

2024 BUILD TRAFFIC
VISTAWILLA DRIVE /
FOUNDRY DRIVEWAYS

WEEKDAY PM PEAK HOUR

M:\2023\23-1835\CAD\FIG 09.DWG

# EASTHBOUND SR 434 @ WEST DRIVEWAY




## NOMOGRAPH FOR RIGHT TURN LANES

SOURCE: TRANSPORTATION RESEARCH BOARD NCHRP REPORT #279

⊡ AM PEAK HOUR ⊙ PM PEAK HOUR

| | |
|---|---|
| $V_A$ | 1214 |
| $V_R$ | 24 |

| | |
|---|---|
| $V_A$ | 1319 |
| $V_R$ | 8 |

| NCHRP 420 | |
|---|---|
| MULTI-LANE | > 45 MPH |

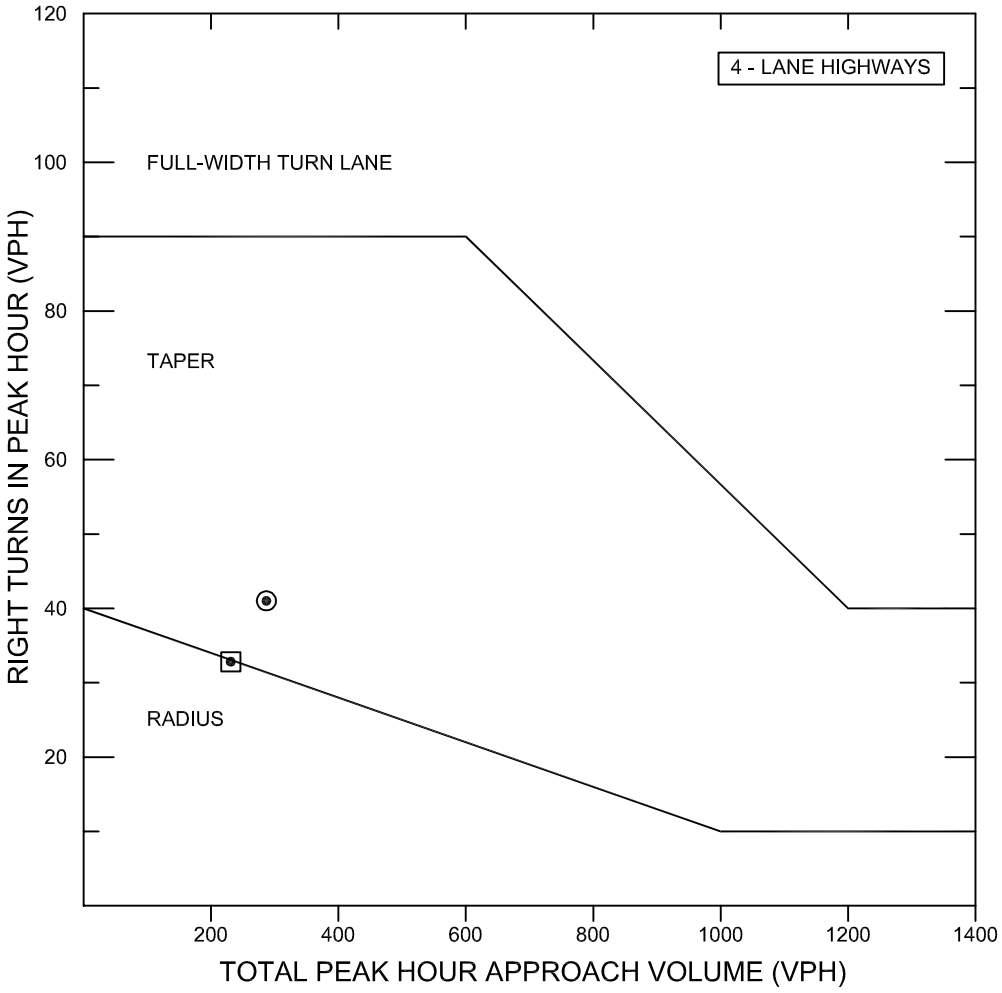
24 & 8 < 40 REQUIRED

FIGURE 10

RIGHT TURN LANE ANALYSIS

M:\2023\23-1835\CAD\FIG_10.DWG

## SOUTHBOUND VISTAWILLA DRIVE @ NORTH DRIVEWAY




## NOMOGRAPH FOR RIGHT TURN LANES

SOURCE: TRANSPORTATION RESEARCH BOARD NCHRP REPORT #279

| ⊡ AM PEAK HOUR | |
|---|---|
| $V_A$ | 244 |
| $V_R$ | 33 |

| ⊙ PM PEAK HOUR | |
|---|---|
| $V_A$ | 288 |
| $V_R$ | 41 |

| NCHRP 420 | |
|---|---|
| MULTI-LANE | ≤ 45 MPH |

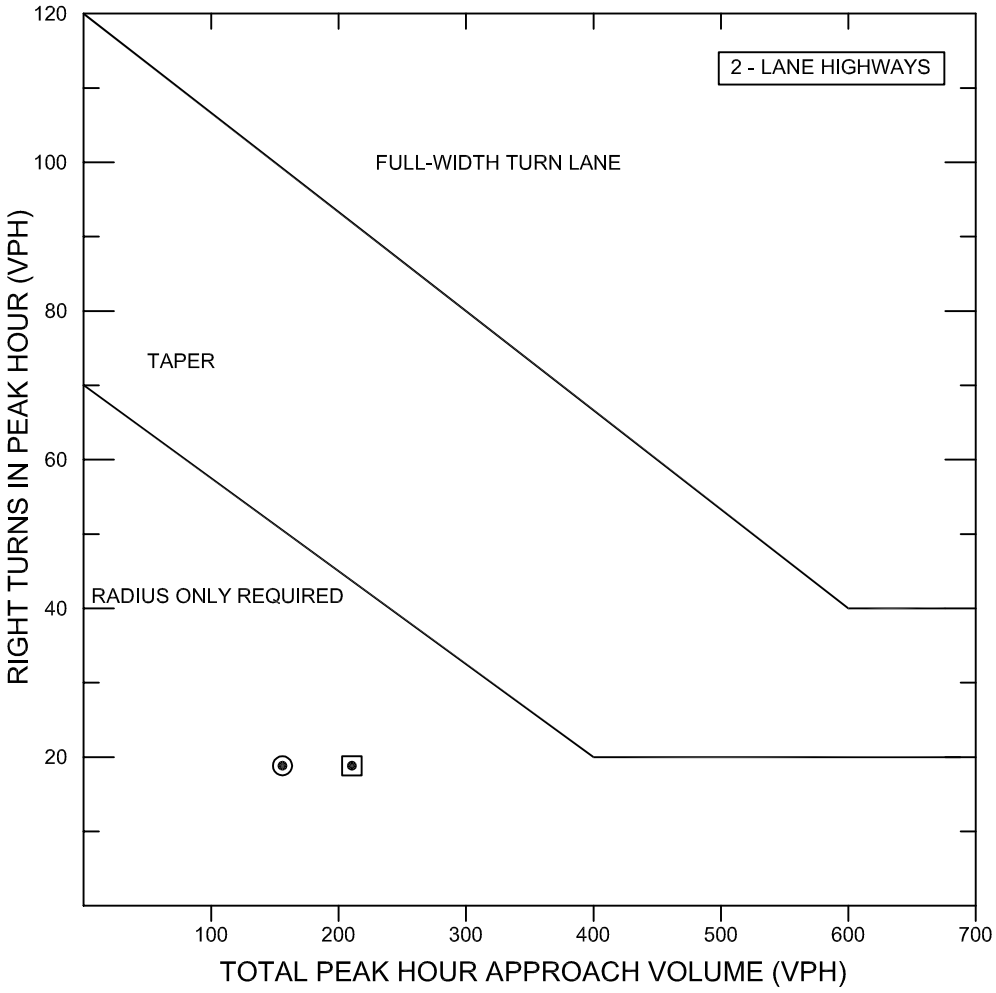
33 & 41 < 110 REQUIRED

FIGURE 11

RIGHT TURN LANE ANALYSIS

M:\2023\23-1835\CAD\FIG_11.DWG

# NORTHBOUND VISTAWILLA DRIVE @ NORTH DRIVEWAY




## NOMOGRAPH FOR RIGHT TURN LANES

SOURCE: TRANSPORTATION RESEARCH BOARD NCHRP REPORT #279

⊡ AM PEAK HOUR

| | |
|---|---|
| $V_A$ | 206 |
| $V_R$ | 19 |

⊙ PM PEAK HOUR

| | |
|---|---|
| $V_A$ | 156 |
| $V_R$ | 19 |

| NCHRP 420 | |
|---|---|
| 2-LANE | ≤ 45 MPH |

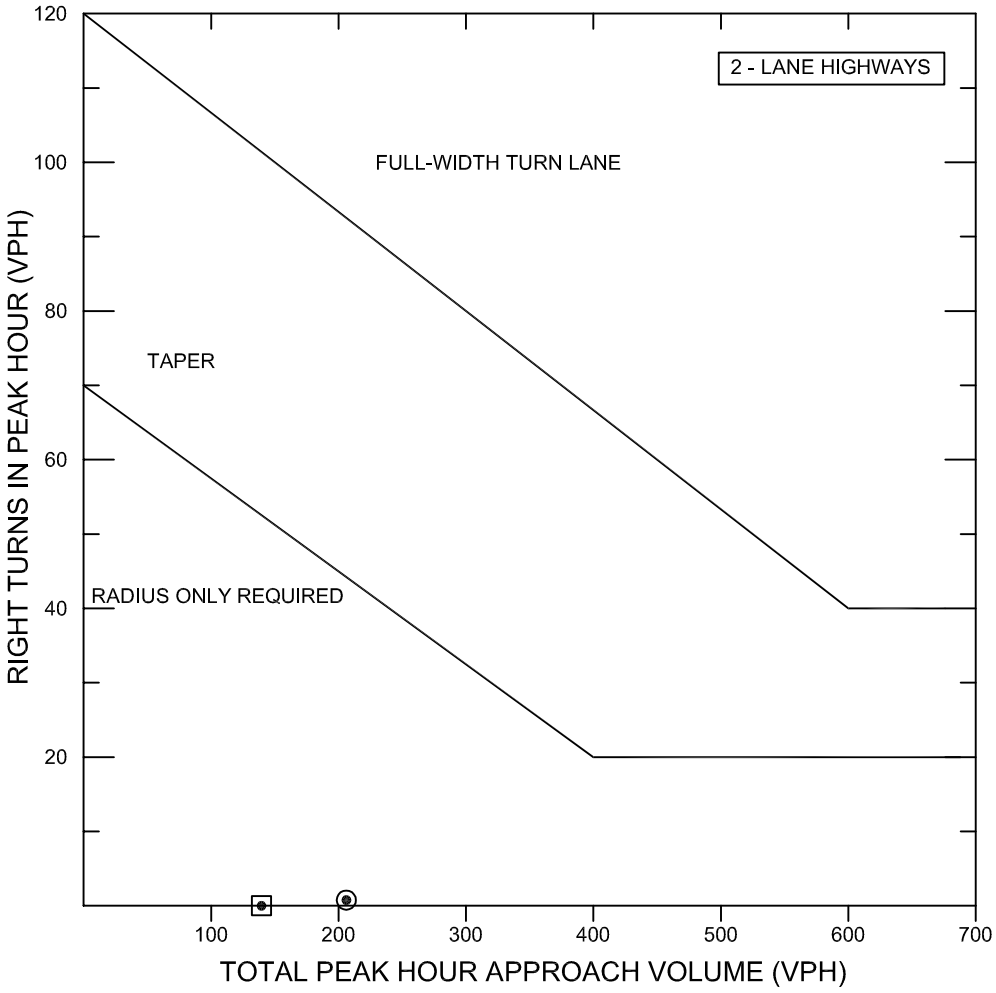
19 & 19 < 80 REQUIRED

FIGURE 12

RIGHT TURN LANE ANALYSIS

M:\2023\23-1835\CAD\FIG 12.DWG

# SOUTHBOUND VISTAWILLA DRIVE @ SOUTH DRIVEWAY




## NOMOGRAPH FOR RIGHT TURN LANES

SOURCE: TRANSPORTATION RESEARCH BOARD NCHRP REPORT #279

⊡ AM PEAK HOUR

| | |
|---|---|
| $V_A$ | 135 |
| $V_R$ | 0 |

⊙ PM PEAK HOUR

| | |
|---|---|
| $V_A$ | 206 |
| $V_R$ | 1 |

| NCHRP 420 | |
|---|---|
| 2-LANE | ≤ 45 MPH |

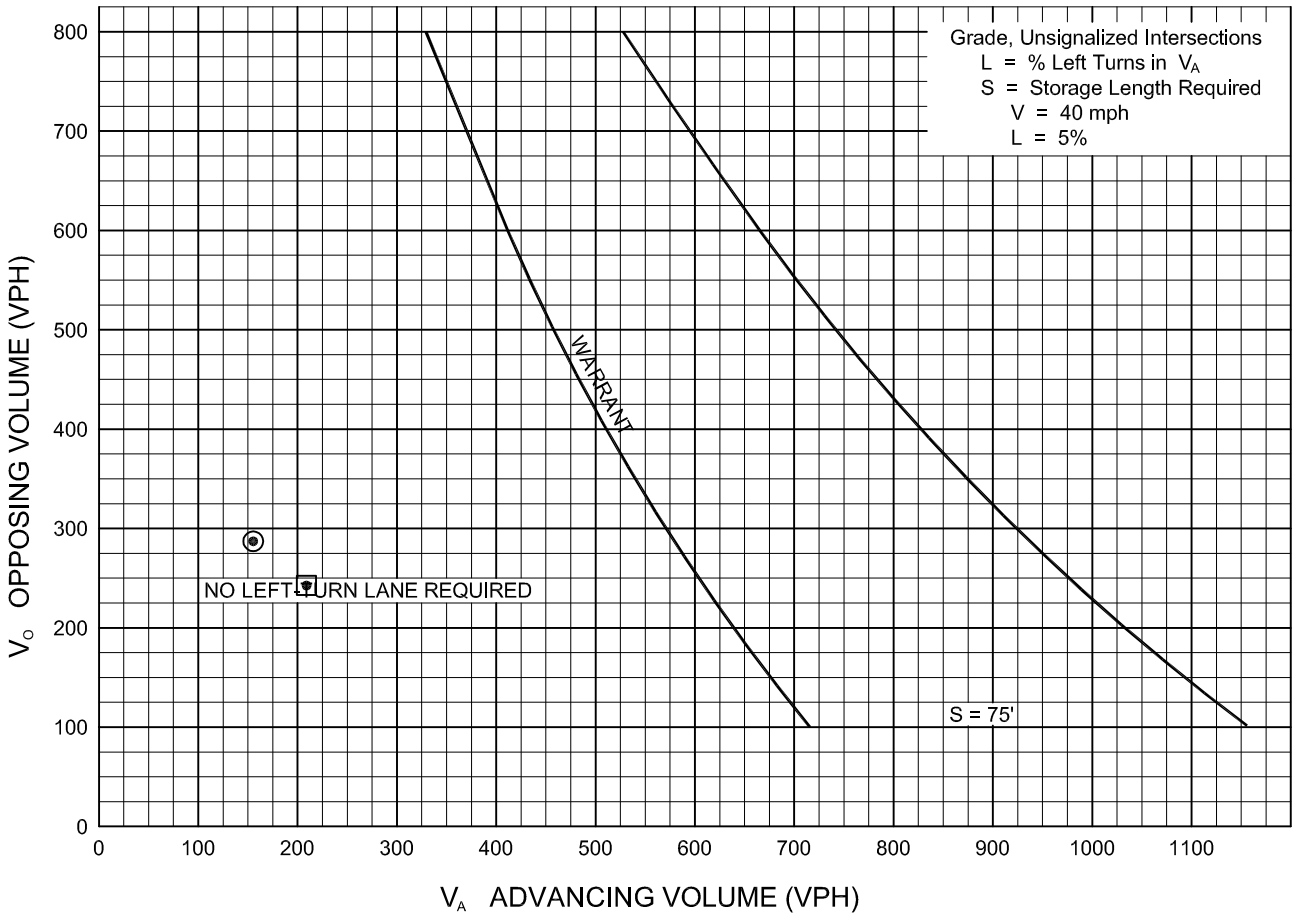
0 & 1 < 80 REQUIRED

FIGURE 13

RIGHT TURN LANE ANALYSIS

M:\2023\23-1835\CAD\FIG_13.DWG

## NORTHBOUND VISTAWILLA DRIVE @ NORTH DRIVEWAY




## WARRANT FOR LEFT-TURN STORAGE LANES ON TWO-LANE HIGHWAYS

| ⊡ AM PEAK HOUR |
|---|
| $V_A$ = 206 |
| $V_O$ = 244 |
| $V_L$ = 10 |
| $\%LT = \frac{V_L}{V_A} = \frac{10}{206} = 5\%$ |

| ⊙ PM PEAK HOUR |
|---|
| $V_A$ = 156 |
| $V_O$ = 288 |
| $V_L$ = 9 |
| $\%LT = \frac{V_L}{V_A} = \frac{9}{156} = 6\%$ |

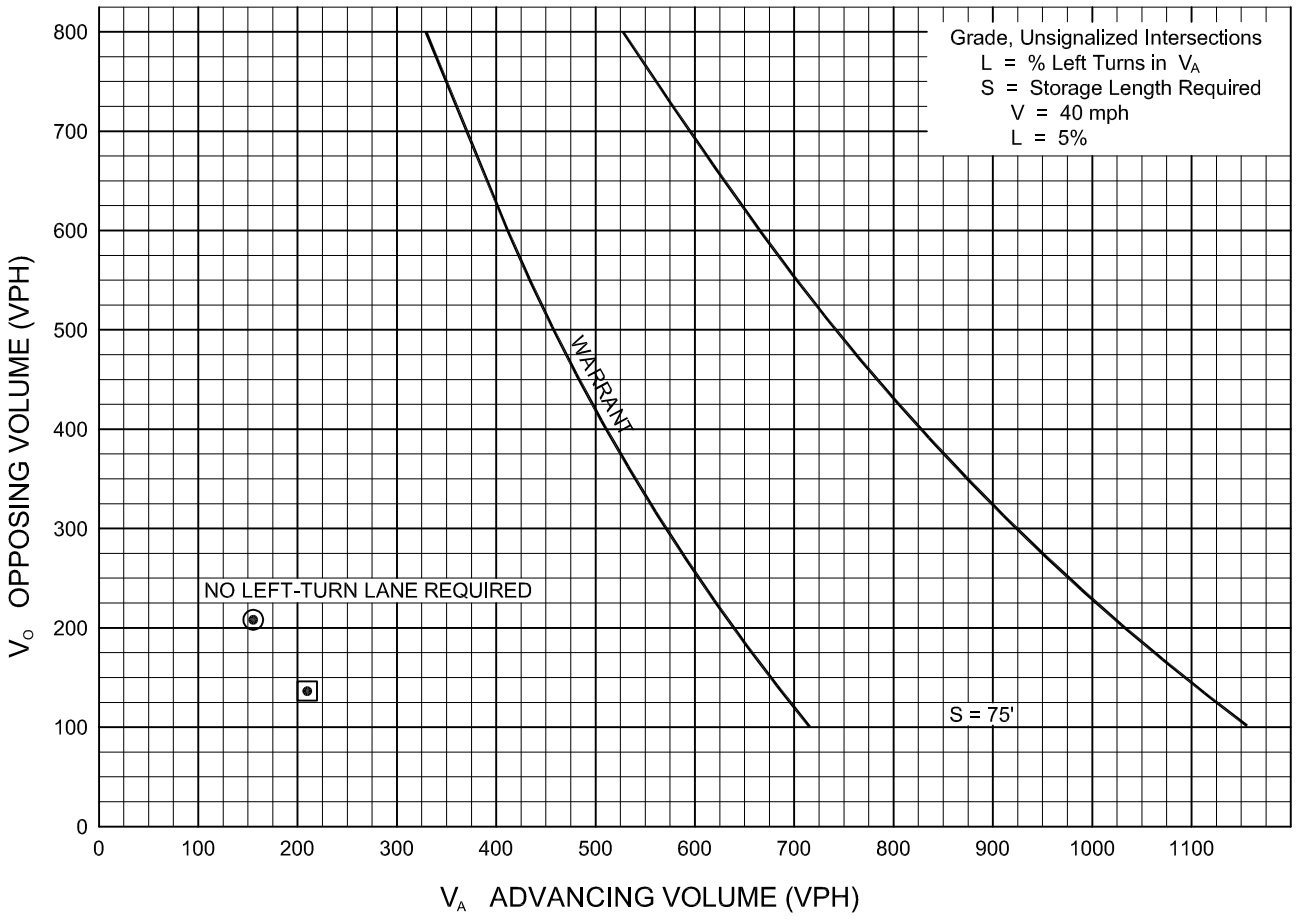
FIGURE 14

LEFT TURN
LANE ANALYSIS

*SOURCE: HARMELINK*

M:\2023\23-1835\CAD\FIG_14.DWG

## NORTHBOUND VISTAWILLA DRIVE @ SOUTH DRIVEWAY




## WARRANT FOR LEFT-TURN STORAGE LANES ON TWO-LANE HIGHWAYS

| ⊡ AM PEAK HOUR |
|---|
| $V_A$ = 209 |
| $V_O$ = 135 |
| $V_L$ = 3 |
| $\%LT = \frac{V_L}{V_A} = \frac{3}{209} = 1\%$ |

| ⊙ PM PEAK HOUR |
|---|
| $V_A$ = 159 |
| $V_O$ = 206 |
| $V_L$ = 3 |
| $\%LT = \frac{V_L}{V_A} = \frac{3}{159} = 2\%$ |

FIGURE 15

LEFT TURN
LANE ANALYSIS

*SOURCE: HARMELINK*

M:\2023\23-1835\CAD\FIG_15.DWG

## TABLE 1

## TRIP GENERATION CALCULATIONS

**COFFEE/DONUT SHOP WITH DRIVE-THRU WINDOW ONLY**

Land Use Code 938

T = Number of Vehicle Trip Ends

X = Number of Drive-Thru Lanes = 2

| TIME PERIOD | TOTAL TRIP GENERATION EQUATION | TOTAL TRIP ENDS | PERCENT ENTERING | PERCENT EXITING | TOTAL TRIP ENDS ENTERING | TOTAL TRIP ENDS EXITING |
|---|---|---|---|---|---|---|
| **AVERAGE WEEKDAY** | | | | | | |
| Daily | T = 179 X | 358 | 50% | 50% | 179 | 179 |
| AM Peak Hour | T = 53.21 (X) - 17.43 | 88 | 50% | 50% | 44 | 44 |
| PM Peak Hour | T = 15.08 X | 30 | 50% | 50% | 15 | 15 |

SOURCE: ITE (Institute of Transportation Engineers), "Trip Generation", 11th Edition (2021)

| **NEW TRIPS** TIME PERIOD | PERCENT NEW TRIPS | NEW TRIP ENDS | PERCENT ENTERING | PERCENT EXITING | NEW TRIP ENDS ENTERING | NEW TRIP ENDS EXITING |
|---|---|---|---|---|---|---|
| **AVERAGE WEEKDAY** | | | | | | |
| Daily | **47%** | 168 | 50% | 50% | 84 | 84 |
| AM Peak Hour | **47%** | 41 | 50% | 50% | 21 | 21 |
| PM Peak Hour | **47%** | 14 | 50% | 50% | 7 | 7 |

**SOURCE: Ellianos Coffee Mobility Fee Analysis, Buckholz Traffic, March 2021**

**BUCKHOLZ TRAFFIC**

## TABLE 2

## ELLIANOS COFFEE
## PASS-BY SURVEY SUMMARY

| | Jacksonville | | Orange Park | | Lake City | | **AVERAGE** | |
|---|---|---|---|---|---|---|---|---|
| Pass-By Trips | 46% | | 57% | | 55% | | **52.6%** | |
| Primary Trips | 23% | | 19% | | 17% | | **19.7%** | |
| One-Way Miles | | 6.3 | | 2.7 | | 4.6 | | **4.5** |
| Diverted Trips | 28% | | 24% | | 31% | | **27.7%** | |
| One-Way Miles | | 1.9 | | 1.9 | | 1.3 | | **1.7** |

**SOURCE: Ellianos Coffee Mobility Fee Analysis, Buckholz Traffic, March 2021**

**BUCKHOLZ TRAFFIC**

**TABLE 3**
**UNSIGNALIZED INTERSECTION CAPACITY RESULTS**
**EXISTING CONDITIONS – WEEKDAY AM PEAK HOUR**

| SR 434 / WEST SITE DRIVEWAY | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Side Street Right Turn | B | 13.6 sec/veh | 0.00 | 1 |

| SR 434 / EAST SITE DRIVEWAY | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Side Street Right Turn | B | 13.6 sec/veh | 0.00 | 1 |

| VISTAWILLA DRIVE / NORTH SITE DRIVEWAY | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Northbound Left Turn | A | 7.5 sec/veh | 0.00 | 1 |
| Southbound Left Turn | A | 8.1 sec/veh | 0.07 | 1 |
| Eastbound Approach | B | 14.7 sec/veh | 0.01 | 1 |
| Westbound Approach | B | 11.2 sec/veh | 0.07 | 1 |

| VISTAWILLA DRIVE / SOUTH SITE DRIVEWAY | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Northbound Left Turn | A | 7.5 sec/veh | 0.00 | 1 |
| Side Street Approach | A | 9.2 sec/veh | 0.00 | 1 |

**TABLE 4**
**UNSIGNALIZED INTERSECTION CAPACITY RESULTS**
**EXISTING CONDITIONS – WEEKDAY PM PEAK HOUR**

| SR 434 / WEST SITE DRIVEWAY | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Side Street Right Turn | C | 15.2 sec/veh | 0.00 | 1 |

| SR 434 / EAST SITE DRIVEWAY | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Side Street Right Turn | C | 15.4 sec/veh | 0.03 | 1 |

| VISTAWILLA DRIVE / NORTH SITE DRIVEWAY | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Northbound Left Turn | A | 7.7 sec/veh | 0.00 | 1 |
| Southbound Left Turn | A | 7.7 sec/veh | 0.06 | 1 |
| Eastbound Approach | B | 14.9 sec/veh | 0.13 | 1 |
| Westbound Approach | B | 11.7 sec/veh | 0.13 | 1 |

| VISTAWILLA DRIVE / SOUTH SITE DRIVEWAY | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Northbound Left Turn | A | 7.7 sec/veh | 0.00 | 1 |
| Side Street Approach | A | 9.4 sec/veh | 0.00 | 1 |

**TABLE 5**
**UNSIGNALIZED INTERSECTION CAPACITY RESULTS**
**2024 BUILD CONDITIONS – WEEKDAY AM PEAK HOUR**

| SR 434 / WEST SITE DRIVEWAY | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Side Street Right Turn | B | 14.6 sec/veh | 0.06 | 1 |

| SR 434 / EAST SITE DRIVEWAY | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Side Street Right Turn | B | 14.6 sec/veh | 0.06 | 1 |

| VISTAWILLA DRIVE / NORTH SITE DRIVEWAY | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Northbound Left Turn | A | 7.6 sec/veh | 0.01 | 1 |
| Southbound Left Turn | A | 8.1 sec/veh | 0.07 | 1 |
| Eastbound Approach | B | 14.9 sec/veh | 0.04 | 1 |
| Westbound Approach | B | 11.3 sec/veh | 0.08 | 1 |

| VISTAWILLA DRIVE / SOUTH SITE DRIVEWAY | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Northbound Left Turn | A | 7.5 sec/veh | 0.00 | 1 |
| Side Street Approach | A | 9.3 sec/veh | 0.00 | 1 |

**TABLE 6**
**UNSIGNALIZED INTERSECTION CAPACITY RESULTS**
**2024 BUILD CONDITIONS – WEEKDAY PM PEAK HOUR**

| SR 434 / WEST SITE DRIVE | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Side Street Right Turn | C | 15.7 sec/veh | 0.02 | 1 |

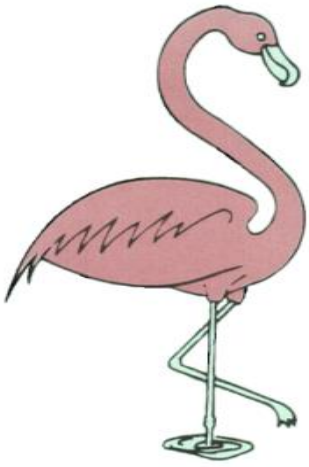
| SR 434 / EAST SITE DRIVE | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Side Street Right Turn | C | 15.8 sec/veh | 0.04 | 1 |

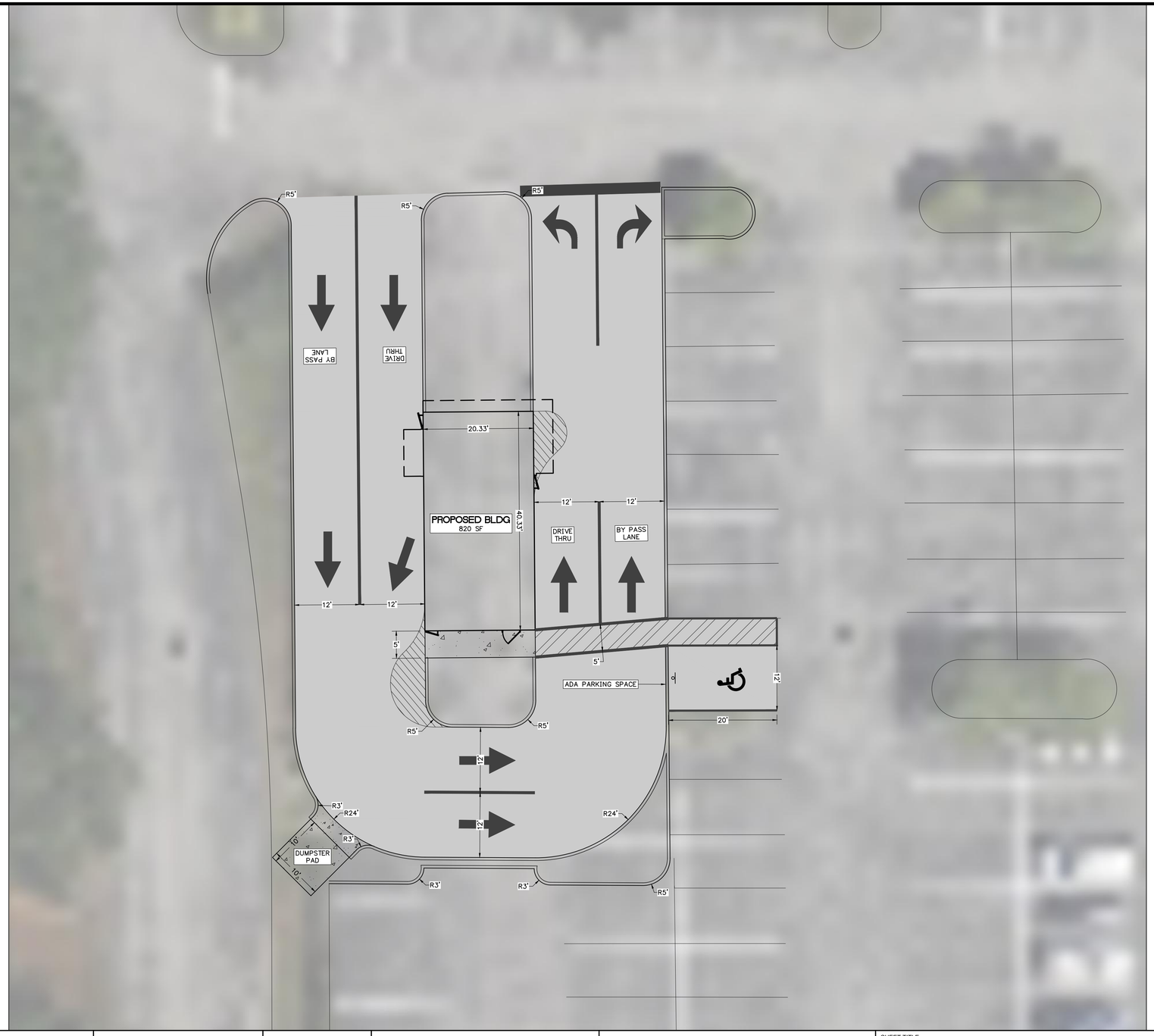
| VISTAWILLA DRIVE / NORTH SITE DRIVE | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Northbound Left Turn | A | 7.7 sec/veh | 0.01 | 1 |
| Southbound Left Turn | A | 7.8 sec/veh | 0.06 | 1 |
| Eastbound Approach | C | 15.7 sec/veh | 0.15 | 1 |
| Westbound Approach | B | 11.9 sec/veh | 0.14 | 1 |

| VISTAWILLA DRIVE / SOUTH SITE DR | | | | |
|---|---|---|---|---|
| Movement | LOS | Delay | v/c Ratio | 95th % Queue (vehicles) |
| Northbound Left Turn | A | 7.7 sec/veh | 0.00 | 1 |
| Side Street Approach | A | 9.5 sec/veh | 0.00 | 1 |

# APPENDIX A

# SITE PLAN






LEGEND

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE PAVEMENT

N

10 5 0 10 20 30

SCALE 1" = 10'

K:\Ellianos Coffee – Seminole County\Production\Civil\Base\24x36 Plan Sheet.dwg, 2/7/2023 12:02:45 PM, Kelt

REVISIONS

| NO. | DATE | DESCRIPTION | DRWN | APPR |
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ENGINEER OF RECORD: CHRISTOPHER A. POTTS, P.E. FLORIDA LICENSE NO. 73842

**PRELIMINARY NOT FOR CONSTRUCTION**

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JBPro
CIVIL ENGINEERING | LAND PLANNING
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4420 US-1 S, Suite 1 | St. Augustine, Florida 32086

Gainesville: (352) 375-8999 | St. Augustine: (904) 789-8999
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SHEET TITLE: CONCEPT LAYOUT

DATE: JANUARY 2023

PROJECT NO:

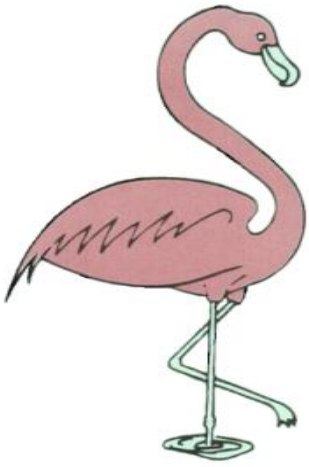
CLIENT: CLIENT NAME
CITY, STATE

PROJECT: ELLIANOS COFFEE SHOP
SEMINOLE COUNTY

SHEET NO: 1 OF 1

# APPENDIX B

# TURNING MOVEMENT COUNTS



JW BUCKHOLZ TRAFFIC ENGINEERING INC.

DAY: FRIDAY | MANUAL TURNING MOVEMENTS COUNT | Site Code : 05112301

DATE: 05/12/23 | SR 434 @ THE FOUNDRY CENTER | Start Date: 05/12/23

WEATHER: CLEAR & DRY | SEMINOLE COUNTY, FLORIDA | File I.D. : 05122301

BEGIN TIME (MILITARY): 06:45 Hrs | Page : 1

AUTOMOBILES, COMMERCIAL VEHICLES

| | From North | | | | SR 434 From East | | | | THE FOUNDRY CENTER From South | | | | SR 434 From West | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Right | Other | Left | Thru | Right | Other | Left | Thru | Right | Other | Left | Thru | Right | Other | Total |
| Date 05/12/23 | | | | | | | | | | | | | | | | | |
| 06:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 168 | 1 | 0 | 169 |
| 07:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 211 | 0 | 0 | 211 |
| 07:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 249 | 1 | 0 | 250 |
| 07:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 339 | 0 | 0 | 339 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 967 | 2 | 0 | 969 |
| 07:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 295 | 1 | 0 | 296 |
| 08:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 303 | 0 | 0 | 303 |
| 08:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 299 | 0 | 0 | 299 |
| 08:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 278 | 0 | 0 | 278 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1175 | 1 | 0 | 1176 |
| *TOTAL* | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2142 | 3 | 0 | 2145 |

Peak Hour Analysis By Entire Intersection for the Period: 07:30 to 08:30 on 05/12/23

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Peak start | 07:30 | | | | 07:30 | | | | 07:30 | | | | 07:30 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1236 | 1 | 0 | |
| Percent | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% | 0% | 0% | |
| Pk total | 0 | | | | 0 | | | | 0 | | | | 1237 | | | | |
| Highest | 06:45 | | | | 06:45 | | | | 06:45 | | | | 07:30 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 339 | 0 | 0 | |
| Hi total | 0 | | | | 0 | | | | 0 | | | | 339 | | | | |
| PHF | .0 | | | | .0 | | | | .0 | | | | .91 | | | | |

JW BUCKHOLZ TRAFFIC ENGINEERING INC.

DAY: FRIDAY | MANUAL TURNING MOVEMENTS COUNT | Site Code : 05112301

DATE: 05/12/23 | SR 434 @ THE FOUNDRY CENTER | Start Date: 05/12/23

WEATHER: CLEAR & DRY | SEMINOLE COUNTY, FLORIDA | File I.D. : 05122301

BEGIN TIME (MILITARY): 06:45 Hrs | Page : 1

AUTOMOBILES

| | From North | | | | SR 434 From East | | | | THE FOUNDRY CENTER From South | | | | SR 434 From West | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Right | Other | Left | Thru | Right | Other | Left | Thru | Right | Other | Left | Thru | Right | Other | Total |
| Date 05/12/23 | | | | | | | | | | | | | | | | | |
| 06:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 160 | 1 | 0 | 161 |
| 07:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 202 | 0 | 0 | 202 |
| 07:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 237 | 0 | 0 | 237 |
| 07:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 320 | 0 | 0 | 320 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 919 | 1 | 0 | 920 |
| 07:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 280 | 1 | 0 | 281 |
| 08:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 290 | 0 | 0 | 290 |
| 08:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 291 | 0 | 0 | 291 |
| 08:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 270 | 0 | 0 | 270 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1131 | 1 | 0 | 1132 |
| *TOTAL* | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2050 | 2 | 0 | 2052 |

Peak Hour Analysis By Entire Intersection for the Period: 07:30 to 08:30 on 05/12/23

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Peak start | 07:30 | | | | 07:30 | | | | 07:30 | | | | 07:30 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1181 | 1 | 0 | |
| Percent | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% | 0% | 0% | |
| Pk total | 0 | | | | 0 | | | | 0 | | | | 1182 | | | | |
| Highest | 06:45 | | | | 06:45 | | | | 06:45 | | | | 07:30 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 320 | 0 | 0 | |
| Hi total | 0 | | | | 0 | | | | 0 | | | | 320 | | | | |
| PHF | .0 | | | | .0 | | | | .0 | | | | .92 | | | | |

JW BUCKHOLZ TRAFFIC ENGINEERING INC.

DAY: FRIDAY
DATE: 05/12/23
WEATHER: CLEAR & DRY
BEGIN TIME (MILITARY): 06:45 Hrs

MANUAL TURNING MOVEMENTS COUNT
SR 434 @ THE FOUNDRY CENTER
SEMINOLE COUNTY, FLORIDA

Site Code : 05112301
Start Date: 05/12/23
File I.D. : 05122301
Page : 1

COMMERCIAL VEHICLES

| | From North | | | | SR 434 From East | | | | THE FOUNDRY CENTER From South | | | | SR 434 From West | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Right | Other | Left | Thru | Right | Other | Left | Thru | Right | Other | Left | Thru | Right | Other | Total |
| Date 05/12/23 | | | | | | | | | | | | | | | | | |
| 06:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 8 |
| 07:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 0 | 0 | 9 |
| 07:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 1 | 0 | 13 |
| 07:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 0 | 0 | 19 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 48 | 1 | 0 | 49 |
| 07:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 0 | 0 | 15 |
| 08:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 0 | 0 | 13 |
| 08:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 8 |
| 08:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 8 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 44 | 0 | 0 | 44 |
| *TOTAL* | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 92 | 1 | 0 | 93 |

Peak Hour Analysis By Entire Intersection for the Period: 07:30 to 08:30 on 05/12/23

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Peak start | 07:30 | | | | 07:30 | | | | 07:30 | | | | 07:30 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 55 | 0 | 0 | |
| Percent | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% | 0% | 0% | |
| Pk total | 0 | | | | 0 | | | | 0 | | | | 55 | | | | |
| Highest | 06:45 | | | | 06:45 | | | | 06:45 | | | | 07:30 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 0 | 0 | |
| Hi total | 0 | | | | 0 | | | | 0 | | | | 19 | | | | |
| PHF | .0 | | | | .0 | | | | .0 | | | | .72 | | | | |

JW BUCKHOLZ TRAFFIC ENGINEERING INC.

DAY: FRIDAY | MANUAL TURNING MOVEMENTS COUNT | Site Code : 05112301

DATE: 05/12/23 | SR 434 @ THE FOUNDRY CENTER | Start Date: 05/12/23

WEATHER: CLEAR & DRY | SEMINOLE COUNTY, FLORIDA | File I.D. : 05122301

BEGIN TIME (MILITARY): 06:45 Hrs | Page : 1

PEDESTRIAN & BICYCLES

| | From North | | | | SR 434 From East | | | | THE FOUNDRY CENTER From South | | | | SR 434 From West | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Right | PEDS | Left | Thru | Right | PEDS | Left | Thru | Right | PEDS | Left | Thru | Right | PEDS | Total |
| Date 05/12/23 | | | | | | | | | | | | | | | | | |
| 06:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 07:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 07:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 07:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 07:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 08:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 08:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 08:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| *TOTAL* | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |

Peak Hour Analysis By Entire Intersection for the Period: 07:30 to 08:30 on 05/12/23

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Peak start | 07:30 | | | | 07:30 | | | | 07:30 | | | | 07:30 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Percent | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | |
| Pk total | 0 | | | | 0 | | | | 0 | | | | 0 | | | | |
| Highest | 06:45 | | | | 06:45 | | | | 06:45 | | | | 06:45 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Hi total | 0 | | | | 0 | | | | 0 | | | | 0 | | | | |
| PHF | .0 | | | | .0 | | | | .0 | | | | .0 | | | | |

JW BUCKHOLZ TRAFFIC ENGINEERING INC.

DAY: TUESDAY
DATE: 05/09/23
WEATHER: CLEAR & DRY
BEGIN TIME (MILITARY): 15:45 Hrs

MANUAL TURNING MOVEMENTS COUNT
SR 434 @ THE FOUNDRY CENTER
SEMINOLE COUNTY, FLORIDA

Site Code : 05092301
Start Date: 05/09/23
File I.D. : 05092301
Page : 1

AUTOMOBILES, COMMERCIAL VEHICLES

| | From North | | | | SR 434 From East | | | | FOUNDRY CENTER WEST DRIVE From South | | | | SR 434 From West | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Right | Other | Left | Thru | Right | Other | Left | Thru | Right | Other | Left | Thru | Right | Other | Total |
| Date 05/09/23 | | | | | | | | | | | | | | | | | |
| 15:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 311 | 0 | 0 | 311 |
| 16:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 297 | 0 | 0 | 297 |
| 16:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 398 | 0 | 0 | 398 |
| 16:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 333 | 0 | 0 | 333 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1339 | 0 | 0 | 1339 |
| 16:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 325 | 1 | 0 | 326 |
| 17:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 280 | 2 | 0 | 283 |
| 17:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 322 | 1 | 0 | 323 |
| 17:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 311 | 1 | 0 | 312 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1238 | 5 | 0 | 1244 |
| *TOTAL* | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 2577 | 5 | 0 | 2583 |

Peak Hour Analysis By Entire Intersection for the Period: 16:00 to 17:00 on 05/09/23

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Peak start | 16:00 | | | | 16:00 | | | | 16:00 | | | | 16:00 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1353 | 1 | 0 | |
| Percent | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% | 0% | 0% | |
| Pk total | 0 | | | | 0 | | | | 0 | | | | 1354 | | | | |
| Highest | 15:45 | | | | 15:45 | | | | 15:45 | | | | 16:15 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 398 | 0 | 0 | |
| Hi total | 0 | | | | 0 | | | | 0 | | | | 398 | | | | |
| PHF | .0 | | | | .0 | | | | .0 | | | | .85 | | | | |

JW BUCKHOLZ TRAFFIC ENGINEERING INC.

DAY: TUESDAY | MANUAL TURNING MOVEMENTS COUNT | Site Code : 05092301

DATE: 05/09/23 | SR 434 @ THE FOUNDRY CENTER | Start Date: 05/09/23

WEATHER: CLEAR & DRY | SEMINOLE COUNTY, FLORIDA | File I.D. : 05092301

BEGIN TIME (MILITARY): 15:45 Hrs | Page : 1

AUTOMOBILES

| | From North | | | | SR 434 From East | | | | FOUNDRY CENTER WEST DRIVE From South | | | | SR 434 From West | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Right | Other | Left | Thru | Right | Other | Left | Thru | Right | Other | Left | Thru | Right | Other | Total |
| Date 05/09/23 | | | | | | | | | | | | | | | | | |
| 15:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 301 | 0 | 0 | 301 |
| 16:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 284 | 0 | 0 | 284 |
| 16:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 388 | 0 | 0 | 388 |
| 16:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 324 | 0 | 0 | 324 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1297 | 0 | 0 | 1297 |
| 16:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 320 | 1 | 0 | 321 |
| 17:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 270 | 2 | 0 | 273 |
| 17:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 315 | 1 | 0 | 316 |
| 17:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 303 | 1 | 0 | 304 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1208 | 5 | 0 | 1214 |
| *TOTAL* | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 2505 | 5 | 0 | 2511 |

Peak Hour Analysis By Entire Intersection for the Period: 16:00 to 17:00 on 05/09/23

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Peak start | 16:00 | | | | 16:00 | | | | 16:00 | | | | 16:00 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1316 | 1 | 0 | |
| Percent | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% | 0% | 0% | |
| Pk total | 0 | | | | 0 | | | | 0 | | | | 1317 | | | | |
| Highest | 15:45 | | | | 15:45 | | | | 15:45 | | | | 16:15 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 388 | 0 | 0 | |
| Hi total | 0 | | | | 0 | | | | 0 | | | | 388 | | | | |
| PHF | .0 | | | | .0 | | | | .0 | | | | .85 | | | | |

JW BUCKHOLZ TRAFFIC ENGINEERING INC.

DAY: TUESDAY
DATE: 05/09/23
WEATHER: CLEAR & DRY
BEGIN TIME (MILITARY): 15:45 Hrs

MANUAL TURNING MOVEMENTS COUNT
SR 434 @ THE FOUNDRY CENTER
SEMINOLE COUNTY, FLORIDA

Site Code : 05092301
Start Date: 05/09/23
File I.D. : 05092301
Page : 1

COMMERCIAL VEHICLES

| | From North | | | | SR 434 From East | | | | FOUNDRY CENTER WEST DRIVE From South | | | | SR 434 From West | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Right | Other | Left | Thru | Right | Other | Left | Thru | Right | Other | Left | Thru | Right | Other | Total |
| Date 05/09/23 | | | | | | | | | | | | | | | | | |
| 15:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 10 |
| 16:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 0 | 0 | 13 |
| 16:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 10 |
| 16:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 0 | 0 | 9 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 42 | 0 | 0 | 42 |
| 16:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 0 | 5 |
| 17:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 10 |
| 17:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 0 | 0 | 7 |
| 17:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 8 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30 | 0 | 0 | 30 |
| *TOTAL* | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 72 | 0 | 0 | 72 |

Peak Hour Analysis By Entire Intersection for the Period: 16:00 to 17:00 on 05/09/23

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Peak start | 16:00 | | | | 16:00 | | | | 16:00 | | | | 16:00 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 37 | 0 | 0 | |
| Percent | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% | 0% | 0% | |
| Pk total | 0 | | | | 0 | | | | 0 | | | | 37 | | | | |
| Highest | 15:45 | | | | 15:45 | | | | 15:45 | | | | 16:00 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 0 | 0 | |
| Hi total | 0 | | | | 0 | | | | 0 | | | | 13 | | | | |
| PHF | .0 | | | | .0 | | | | .0 | | | | .71 | | | | |

JW BUCKHOLZ TRAFFIC ENGINEERING INC.

DAY: TUESDAY | MANUAL TURNING MOVEMENTS COUNT | Site Code : 05092301

DATE: 05/09/23 | SR 434 @ THE FOUNDRY CENTER | Start Date: 05/09/23

WEATHER: CLEAR & DRY | SEMINOLE COUNTY, FLORIDA | File I.D. : 05092301

BEGIN TIME (MILITARY): 15:45 Hrs | Page : 1

PEDESTRIAN & BICYCLES

| | From North | | | | SR 434 From East | | | | FOUNDRY CENTER WEST DRIVE From South | | | | SR 434 From West | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Right | PEDS | Left | Thru | Right | PEDS | Left | Thru | Right | PEDS | Left | Thru | Right | PEDS | Total |
| Date 05/09/23 | | | | | | | | | | | | | | | | | |
| 15:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 16:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 16:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 16:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 16:45 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 17:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| 17:15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 17:30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| *TOTAL* | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |

Peak Hour Analysis By Entire Intersection for the Period: 16:00 to 17:00 on 05/09/23

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Peak start | 16:00 | | | | 16:00 | | | | 16:00 | | | | 16:00 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | |
| Percent | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% | 0% | 0% | 0% | 0% | |
| Pk total | 0 | | | | 0 | | | | 1 | | | | 0 | | | | |
| Highest | 15:45 | | | | 15:45 | | | | 16:15 | | | | 15:45 | | | | |
| Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | |
| Hi total | 0 | | | | 0 | | | | 1 | | | | 0 | | | | |
| PHF | .0 | | | | .0 | | | | .25 | | | | .0 | | | | |

**TABLE B-1**
**Vistawilla Drive / North Foundry Center Driveway**
**TURNING MOVEMENT COUNTS - ALL VEHICLES**

**Monday, May 8, 2023**

| | VISTAWILLA DRIVE | | | | | | | NORTH DRIVEWAY | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | SB Left Turn | SB Right Turn | SB Thru | SB-to-NB U-Turn | NB Left Turn | NB Right Turn | NB Thru | EB Left Turn | EB Thru | EB Right Turn | WB Left Turn | WB Thru | WB Right Turn | All |
| 6:30 - 6:45 AM | 10 | 1 | 7 | 0 | 0 | 2 | 17 | 0 | 0 | 0 | 0 | 0 | 5 | 42 |
| 6:45 - 7:00 AM | 15 | 0 | 18 | 0 | 0 | 3 | 24 | 0 | 0 | 0 | 2 | 0 | 4 | 66 |
| 7:00 - 7:15 AM | 14 | 0 | 18 | 0 | 0 | 2 | 45 | 2 | 0 | 0 | 2 | 0 | 14 | 97 |
| 7:15 - 7:30 AM | 17 | 0 | 20 | 1 | 0 | 3 | 47 | 0 | 0 | 0 | 3 | 0 | 6 | 97 |
| **7:30 - 7:45 AM** | **21** | **3** | **26** | **0** | **0** | **3** | **51** | **1** | **0** | **0** | **3** | **0** | **7** | **115** |
| **7:45 - 8:00 AM** | **33** | **4** | **37** | **0** | **1** | **7** | **43** | **1** | **0** | **0** | **2** | **0** | **13** | **141** |
| **8:00 - 8:15 AM** | **21** | **6** | **32** | **0** | **0** | **6** | **47** | **0** | **1** | **0** | **4** | **0** | **16** | **133** |
| **8:15 - 8:30 AM** | **13** | **10** | **33** | **0** | **1** | **4** | **49** | **0** | **0** | **0** | **0** | **0** | **0** | **110** |
| **AM PEAK PERIOD:** | **144** | **24** | **191** | **1** | **2** | **30** | **323** | **4** | **1** | **0** | **16** | **0** | **65** | **801** |
| | | | | | | | | | | | | | | PHF |
| **AM PEAK HOUR:** | **88** | **23** | **128** | **0** | **2** | **20** | **190** | **2** | **1** | **0** | **9** | **0** | **36** | **499** 0.94 |
| **7:30 - 8:30 AM** | | | | | | | | | | | | | | |

**Friday, May 5, 2023**

| | VISTAWILLA DRIVE | | | | | | | NORTH DRIVEWAY | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | SB Left Turn | SB Right Turn | SB Thru | SB-to-NB U-Turn | NB Left Turn | NB Right Turn | NB Thru | EB Left Turn | EB Thru | EB Right Turn | WB Left Turn | WB Thru | WB Right Turn | All |
| 3:45-4:00 PM | 20 | 8 | 39 | 1 | 4 | 5 | 34 | 4 | 1 | 2 | 5 | 2 | 11 | 136 |
| 4:00-4:15 PM | 13 | 2 | 42 | 0 | 3 | 3 | 38 | 5 | 1 | 1 | 8 | 0 | 11 | 127 |
| **4:15-4:30 PM** | **15** | **7** | **48** | **0** | **2** | **7** | **30** | **6** | **1** | **2** | **6** | **0** | **8** | **132** |
| **4:30-4:45 PM** | **20** | **14** | **49** | **0** | **1** | **5** | **47** | **8** | **1** | **1** | **9** | **0** | **12** | **167** |
| **4:45-5:00 PM** | **17** | **12** | **41** | **1** | **0** | **3** | **22** | **10** | **0** | **4** | **4** | **1** | **12** | **127** |
| **5:00-5:15 PM** | **23** | **5** | **40** | **0** | **2** | **5** | **36** | **11** | **1** | **2** | **4** | **2** | **16** | **147** |
| 5:15-5:30 PM | 13 | 0 | 38 | 0 | 0 | 1 | 34 | 1 | 0 | 2 | 7 | 0 | 10 | 106 |
| 5:30-5:45 PM | 19 | 1 | 45 | 0 | 3 | 3 | 36 | 3 | 0 | 3 | 7 | 0 | 8 | 128 |
| **PM PEAK PERIOD:** | **140** | **49** | **342** | **2** | **15** | **32** | **277** | **48** | **5** | **17** | **50** | **5** | **88** | **1070** |
| | | | | | | | | | | | | | | PHF |
| **PM PEAK HOUR:** | **75** | **38** | **178** | **1** | **5** | **20** | **135** | **35** | **3** | **9** | **23** | **3** | **48** | **573** 0.86 |
| **4:15-5:15 PM** | | | | | | | | | | | | | | |

**BUCKHOLZ TRAFFIC**

**TABLE B-2**
**Vistawilla Drive / North Foundry Center Driveway**
**TURNING MOVEMENT COUNTS - TRUCKS**

**Monday, May 8, 2023**

| | VISTAWILLA DRIVE | | | | | | | NORTH DRIVEWAY | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | SB Left Turn | SB Right Turn | SB Thru | SB-to-NB U-Turn | NB Left Turn | NB Right Turn | NB Thru | EB Left Turn | EB Thru | EB Right Turn | WB Left Turn | WB Thru | WB Right Turn | All |
| 6:30 - 6:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6:45 - 7:00 AM | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| 7:00 - 7:15 AM | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 2 | 5 |
| 7:15 - 7:30 AM | 4 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 5 |
| **7:30 - 7:45 AM** | **4** | **0** | **1** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **1** | **6** |
| **7:45 - 8:00 AM** | **13** | **0** | **4** | **0** | **0** | **0** | **1** | **1** | **0** | **0** | **2** | **0** | **6** | **27** |
| **8:00 - 8:15 AM** | **1** | **0** | **0** | **0** | **0** | **2** | **2** | **0** | **1** | **0** | **1** | **0** | **5** | **12** |
| **8:15 - 8:30 AM** | **2** | **0** | **2** | **0** | **0** | **0** | **0** | **1** | **0** | **0** | **1** | **0** | **0** | **6** |
| **AM PEAK PERIOD:** | **26** | **0** | **10** | **0** | **0** | **2** | **5** | **3** | **1** | **0** | **4** | **0** | **14** | **65** |
| **AM PEAK HOUR:** | **20** | **0** | **7** | **0** | **0** | **2** | **3** | **2** | **1** | **0** | **4** | **0** | **12** | **51** |
| **7:30 - 8:30 AM** | **23%** | **0%** | **5%** | **0%** | **0%** | **10%** | **2%** | **100%** | **100%** | **0%** | **44%** | **0%** | **33%** | **10%** |

**Friday, May 5, 2023**

| | VISTAWILLA DRIVE | | | | | | | NORTH DRIVEWAY | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | SB Left Turn | SB Right Turn | SB Thru | SB-to-NB U-Turn | NB Left Turn | NB Right Turn | NB Thru | EB Left Turn | EB Thru | EB Right Turn | WB Left Turn | WB Thru | WB Right Turn | All |
| 3:45-4:00 PM | 0 | 0 | 3 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 5 |
| 4:00-4:15 PM | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 2 | 0 | 1 | 5 |
| **4:15-4:30 PM** | **0** | **0** | **2** | **0** | **0** | **0** | **1** | **0** | **0** | **0** | **0** | **0** | **0** | **3** |
| **4:30-4:45 PM** | **2** | **0** | **2** | **0** | **0** | **0** | **3** | **0** | **0** | **0** | **0** | **0** | **1** | **8** |
| **4:45-5:00 PM** | **1** | **0** | **0** | **0** | **0** | **0** | **3** | **1** | **0** | **0** | **0** | **0** | **0** | **5** |
| **5:00-5:15 PM** | **0** | **0** | **1** | **0** | **0** | **0** | **1** | **0** | **0** | **0** | **0** | **0** | **0** | **2** |
| 5:15-5:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 5:30-5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| **PM PEAK PERIOD:** | **3** | **0** | **9** | **0** | **0** | **1** | **12** | **1** | **1** | **0** | **2** | **0** | **2** | **31** |
| **PM PEAK HOUR:** | **3** | **0** | **5** | **0** | **0** | **0** | **8** | **1** | **0** | **0** | **0** | **0** | **1** | **18** |
| **4:15-5:15 PM** | **4%** | **0%** | **3%** | **0%** | **0%** | **0%** | **6%** | **3%** | **0%** | **0%** | **0%** | **0%** | **2%** | **3%** |

**BUCKHOLZ TRAFFIC**

# TABLE B-3
## Vistawilla Drive / South Foundry Center Driveway
## TURNING MOVEMENT COUNTS - ALL VEHICLES

**Monday, May 8, 2023**

| | SOUTH DRIVEWAY | | | | |
|---|---|---|---|---|---|
| | Left Turn In | Right Turn In | Left Turn Out | Right Turn Out | All |
| 6:30 - 6:45 AM | 0 | 0 | 0 | 0 | 0 |
| 6:45 - 7:00 AM | 0 | 1 | 0 | 0 | 1 |
| 7:00 - 7:15 AM | 0 | 0 | 0 | 0 | 0 |
| 7:15 - 7:30 AM | 0 | 0 | 0 | 0 | 0 |
| **7:30 - 7:45 AM** | **0** | **0** | **0** | **1** | **1** |
| **7:45 - 8:00 AM** | **0** | **0** | **0** | **0** | **0** |
| **8:00 - 8:15 AM** | **0** | **0** | **0** | **1** | **1** |
| **8:15 - 8:30 AM** | **0** | **0** | **0** | **0** | **0** |
| **AM PEAK PERIOD:** | **0** | **1** | **0** | **2** | **3** |
| **AM PEAK HOUR: 7:30 - 8:30 AM** | **0** | **0** | **0** | **2** | **2** |

**Friday, May 5, 2023**

| | SOUTH DRIVEWAY | | | | |
|---|---|---|---|---|---|
| | Left Turn In | Right Turn In | Left Turn Out | Right Turn Out | All |
| 3:45-4:00 PM | 2 | 0 | 1 | 2 | 5 |
| 4:00-4:15 PM | 0 | 0 | 0 | 0 | 0 |
| **4:15-4:30 PM** | **1** | **1** | **0** | **1** | **3** |
| **4:30-4:45 PM** | **0** | **0** | **0** | **0** | **0** |
| **4:45-5:00 PM** | **2** | **0** | **0** | **0** | **2** |
| **5:00-5:15 PM** | **0** | **0** | **0** | **0** | **0** |
| 5:15-5:30 PM | 1 | 1 | 0 | 0 | 2 |
| 5:30-5:45 PM | 2 | 1 | 0 | 0 | 3 |
| **PM PEAK PERIOD:** | **8** | **3** | **1** | **3** | **15** |
| **PM PEAK HOUR: 4:15-5:15 PM** | **3** | **1** | **0** | **1** | **5** |

**BUCKHOLZ TRAFFIC**

# TABLE B-4
## Vistawilla Drive / South Foundry Center Driveway
## TURNING MOVEMENT COUNTS - TRUCKS

**Monday, May 8, 2023**

| | SOUTH DRIVEWAY | | | | |
|---|---|---|---|---|---|
| | Left Turn In | Right Turn In | Left Turn Out | Right Turn Out | All |
| 6:30 - 6:45 AM | 0 | 0 | 0 | 0 | 0 |
| 6:45 - 7:00 AM | 0 | 1 | 0 | 0 | 1 |
| 7:00 - 7:15 AM | 0 | 0 | 0 | 0 | 0 |
| 7:15 - 7:30 AM | 0 | 0 | 0 | 0 | 0 |
| **7:30 - 7:45 AM** | **0** | **0** | **0** | **1** | **1** |
| **7:45 - 8:00 AM** | **0** | **0** | **0** | **0** | **0** |
| **8:00 - 8:15 AM** | **0** | **0** | **0** | **0** | **0** |
| **8:15 - 8:30 AM** | **0** | **0** | **0** | **0** | **0** |
| **AM PEAK PERIOD:** | **0** | **1** | **0** | **1** | **2** |
| **AM PEAK HOUR:** | **0** | **0** | **0** | **1** | **1** |
| **7:30 - 8:30 AM** | **0%** | **0%** | **0%** | **50%** | **50%** |

**Friday, May 5, 2023**

| | SOUTH DRIVEWAY | | | | |
|---|---|---|---|---|---|
| | Left Turn In | Right Turn In | Left Turn Out | Right Turn Out | All |
| 3:45-4:00 PM | 1 | 0 | 0 | 0 | 1 |
| 4:00-4:15 PM | 0 | 0 | 0 | 0 | 0 |
| **4:15-4:30 PM** | **0** | **0** | **0** | **0** | **0** |
| **4:30-4:45 PM** | **0** | **0** | **0** | **0** | **0** |
| **4:45-5:00 PM** | **0** | **0** | **0** | **0** | **0** |
| **5:00-5:15 PM** | **0** | **0** | **0** | **0** | **0** |
| 5:15-5:30 PM | 0 | 0 | 0 | 0 | 0 |
| 5:30-5:45 PM | 0 | 0 | 0 | 0 | 0 |
| **PM PEAK PERIOD:** | **1** | **0** | **0** | **0** | **1** |
| **PM PEAK HOUR:** | **0** | **0** | **0** | **0** | **0** |
| **4:15-5:15 PM** | **0%** | **0%** | **0%** | **0%** | **0%** |

**BUCKHOLZ TRAFFIC**

## TABLE B-5
## SR 434 / East Foundry Center Driveway
## TURNING MOVEMENT COUNTS - ALL VEHICLES

**Friday, May 12, 2023**

| | EAST DRIVEWAY | | |
|---|---|---|---|
| | Right Turn In | Right Turn Out | All |
| 6:30 - 6:45 AM | 0 | 0 | 0 |
| 6:45 - 7:00 AM | 0 | 1 | 1 |
| 7:00 - 7:15 AM | 0 | 0 | 0 |
| 7:15 - 7:30 AM | 0 | 0 | 0 |
| **7:30 - 7:45 AM** | **1** | **0** | **1** |
| **7:45 - 8:00 AM** | **0** | **0** | **0** |
| **8:00 - 8:15 AM** | **2** | **0** | **2** |
| **8:15 - 8:30 AM** | **2** | **0** | **2** |
| 8:30 - 8:45 AM | 4 | 2 | 6 |
| **AM PEAK PERIOD:** | **9** | **3** | **12** |
| **AM PEAK HOUR:** **7:30 - 8:30 AM** | **5** | **0** | **5** |

**Tuesday, May 9, 2023**

| | EAST DRIVEWAY | | |
|---|---|---|---|
| | Right Turn In | Right Turn Out | All |
| 3:45-4:00 PM | 0 | 5 | 5 |
| **4:00-4:15 PM** | **3** | **2** | **5** |
| **4:15-4:30 PM** | **2** | **3** | **5** |
| **4:30-4:45 PM** | **0** | **3** | **3** |
| **4:45-5:00 PM** | **3** | **3** | **6** |
| 5:00-5:15 PM | 1 | 2 | 3 |
| 5:15-5:30 PM | 0 | 0 | 0 |
| 5:30-5:45 PM | 0 | 1 | 1 |
| **PM PEAK PERIOD:** | **9** | **19** | **28** |
| **PM PEAK HOUR:** **4:15-5:15 PM** | **8** | **11** | **19** |

**BUCKHOLZ TRAFFIC**

## TABLE B-6
## SR 434 / East Foundry Center Driveway
## TURNING MOVEMENT COUNTS - TRUCKS

**Friday, May 12, 2023**

| | EAST DRIVEWAY | | |
|---|---|---|---|
| | Right Turn In | Right Turn Out | All |
| 6:30 - 6:45 AM | 0 | 0 | 0 |
| 6:45 - 7:00 AM | 0 | 0 | 0 |
| 7:00 - 7:15 AM | 0 | 0 | 0 |
| 7:15 - 7:30 AM | 0 | 0 | 0 |
| **7:30 - 7:45 AM** | **1** | **0** | **1** |
| **7:45 - 8:00 AM** | **0** | **0** | **0** |
| **8:00 - 8:15 AM** | **0** | **0** | **0** |
| **8:15 - 8:30 AM** | **0** | **0** | **0** |
| 8:30 - 8:45 AM | 1 | 0 | 1 |
| **AM PEAK PERIOD:** | **2** | **0** | **2** |
| **AM PEAK HOUR:** | **1** | **0** | **1** |
| **7:30 - 8:30 AM** | **20%** | **0%** | **20%** |

**Tuesday, May 9, 2023**

| | EAST DRIVEWAY | | |
|---|---|---|---|
| | Right Turn In | Right Turn Out | All |
| 3:45-4:00 PM | 0 | 1 | 1 |
| **4:00-4:15 PM** | **0** | **0** | **0** |
| **4:15-4:30 PM** | **0** | **0** | **0** |
| **4:30-4:45 PM** | **0** | **0** | **0** |
| **4:45-5:00 PM** | **1** | **0** | **1** |
| 5:00-5:15 PM | 0 | 0 | 0 |
| 5:15-5:30 PM | 0 | 0 | 0 |
| 5:30-5:45 PM | 0 | 0 | 0 |
| **PM PEAK PERIOD:** | **1** | **1** | **2** |
| **PM PEAK HOUR:** | **1** | **0** | **1** |
| **4:15-5:15 PM** | **13%** | **0%** | **5%** |

**BUCKHOLZ TRAFFIC**

# APPENDIX C

# FDOT TRAFFIC DATA

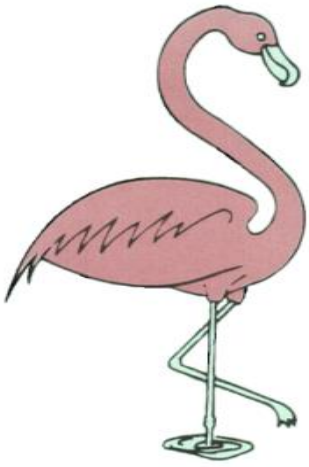
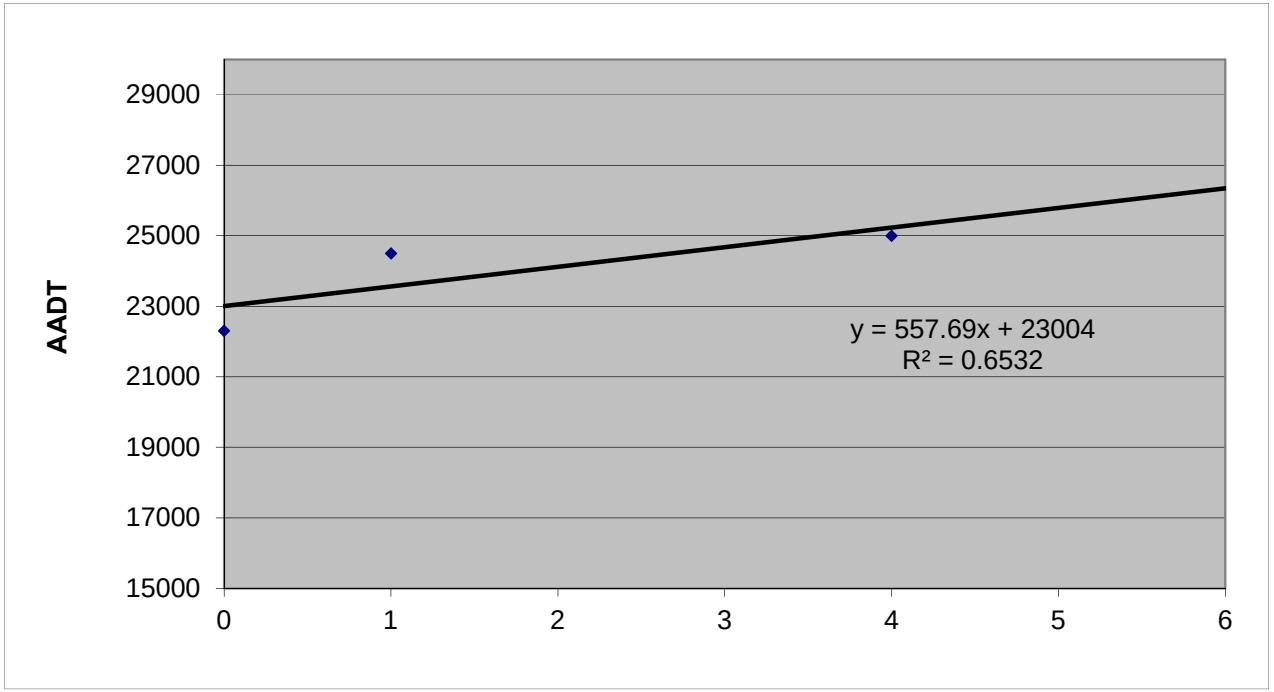


**TABLE C-1**
**LINEAR REGRESSION ANALYSIS**

**SR 434, West of TOLL SR 417**

| Year | X | Actual AADT (Y) | **Predicted AADT** |
|---|---|---|---|
| 2018 | 0 | 22300 | **23004** |
| 2019 | 1 | 24500 | 23562 |
| 2020 | 2 | | 24119 |
| 2021 | 3 | | 24677 |
| 2022 | 4 | 25000 | 25235 |
| 2023 | 5 | | 25792 |
| 2024 | 6 | | **26350** |

**i = 2.3%**




**BUCKHOLZ TRAFFIC**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 VEHICLE CLASS HISTORY DATA

COUNTY: 77 -- SEMINOLE
SITE: 0285 DESCRIPTION: ON SR-434, 0.143 MI. W OF SR-417 (UVL)

| | | PASSENGER VEHICLES | | TOTAL TRUCKS | | SINGLE UNIT TRUCKS | | COMBINATION TRAILER TRUCKS | | MULTI TRAILER TRUCKS | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| YEAR | AADT | % | VOLUME | % | VOLUME | % | VOLUME | % | VOLUME | % | VOLUME |
| 2022 | 25000 | 96.47 | 24,118 | 3.53 | 883 | 3.16 | 790 | 0.37 | 93 | 0.00 | 0 |
| 2019 | 24500 | 94.90 | 23,251 | 5.10 | 1,250 | 4.46 | 1,093 | 0.64 | 157 | 0.00 | 0 |
| 2018 | 22300 | 94.99 | 21,183 | 5.01 | 1,117 | 4.39 | 979 | 0.62 | 138 | 0.00 | 0 |
| 2017 | 22400 | 94.09 | 21,076 | 5.91 | 1,324 | 3.75 | 840 | 2.15 | 482 | 0.01 | 2 |
| 2016 | 20700 | 93.07 | 19,265 | 6.93 | 1,435 | 5.36 | 1,110 | 1.57 | 325 | 0.00 | 0 |
| 2015 | 20600 | 94.30 | 19,425 | 5.70 | 1,175 | 4.24 | 874 | 1.46 | 301 | 0.00 | 0 |
| 2014 | 19000 | 95.68 | 18,179 | 4.32 | 821 | 3.26 | 619 | 1.05 | 200 | 0.01 | 2 |

NOTE: 1 - PASSENGER VEHICLES = VEHICLE CLASS 1-3, 14, 15
2 - TOTAL TRUCKS = VEHICLE CLASS 4-13
3 - SINGLE UNIT TRUCKS = VEHICLE CLASS 4-7
4 - COMBINATION TRAILER TRUCKS = VEHICLE CLASS 8-10
5 - MULTI TRAILER TRUCKS = VEHICLE CLASS 11-13

COUNTY: 77
STATION: 0285
DESCRIPTION: ON SR-434, 0.143 MI. W OF SR-417 (UVL)
START DATE: 02/15/2022
START TIME: 0000

| | DIRECTION: E | | | | | DIRECTION: W | | | | | COMBINED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| TIME | 1ST | 2ND | 3RD | 4TH | TOTAL | 1ST | 2ND | 3RD | 4TH | TOTAL | TOTAL |
| 0000 | 14 | 18 | 17 | 8 | 57 | 13 | 12 | 10 | 6 | 41 | 98 |
| 0100 | 11 | 8 | 6 | 3 | 28 | 5 | 7 | 9 | 6 | 27 | 55 |
| 0200 | 5 | 7 | 8 | 13 | 33 | 5 | 8 | 5 | 2 | 20 | 53 |
| 0300 | 5 | 6 | 12 | 7 | 30 | 4 | 5 | 8 | 8 | 25 | 55 |
| 0400 | 14 | 13 | 17 | 17 | 61 | 4 | 12 | 13 | 19 | 48 | 109 |
| 0500 | 32 | 44 | 46 | 77 | 199 | 31 | 33 | 76 | 66 | 206 | 405 |
| 0600 | 86 | 150 | 183 | 203 | 622 | 81 | 113 | 147 | 151 | 492 | 1114 |
| 0700 | 218 | 264 | 254 | 242 | 978 | 197 | 233 | 247 | 206 | 883 | 1861 |
| 0800 | 234 | 231 | 244 | 206 | 915 | 249 | 248 | 245 | 229 | 971 | 1886 |
| 0900 | 212 | 213 | 185 | 181 | 791 | 204 | 177 | 189 | 170 | 740 | 1531 |
| 1000 | 202 | 170 | 197 | 168 | 737 | 180 | 167 | 182 | 192 | 721 | 1458 |
| 1100 | 200 | 169 | 208 | 205 | 782 | 198 | 163 | 200 | 171 | 732 | 1514 |
| 1200 | 190 | 187 | 201 | 187 | 765 | 161 | 204 | 208 | 171 | 744 | 1509 |
| 1300 | 186 | 216 | 216 | 235 | 853 | 180 | 172 | 199 | 195 | 746 | 1599 |
| 1400 | 194 | 221 | 226 | 207 | 848 | 193 | 212 | 240 | 209 | 854 | 1702 |
| 1500 | 254 | 274 | 288 | 265 | 1081 | 198 | 265 | 264 | 246 | 973 | 2054 |
| 1600 | 305 | 348 | 375 | 320 | 1348 | 295 | 245 | 275 | 294 | 1109 | 2457 |
| 1700 | 374 | 328 | 329 | 274 | 1305 | 256 | 286 | 269 | 273 | 1084 | 2389 |
| 1800 | 271 | 217 | 228 | 165 | 881 | 230 | 176 | 163 | 141 | 710 | 1591 |
| 1900 | 172 | 143 | 133 | 104 | 552 | 150 | 159 | 147 | 111 | 567 | 1119 |
| 2000 | 109 | 98 | 110 | 108 | 425 | 98 | 85 | 97 | 70 | 350 | 775 |
| 2100 | 126 | 61 | 61 | 61 | 309 | 77 | 83 | 63 | 47 | 270 | 579 |
| 2200 | 33 | 31 | 36 | 29 | 129 | 39 | 35 | 28 | 34 | 136 | 265 |
| 2300 | 36 | 21 | 24 | 20 | 101 | 38 | 12 | 21 | 19 | 90 | 191 |
| 24-HOUR TOTALS: | | | | | 13830 | | | | | 12539 | 26369 |

PEAK VOLUME INFORMATION

| | DIRECTION: E | | DIRECTION: W | | COMBINED DIRECTIONS | |
|---|---|---|---|---|---|---|
| | HOUR | VOLUME | HOUR | VOLUME | HOUR | VOLUME |
| A.M. | 715 | 994 | 800 | 971 | 715 | 1929 |
| P.M. | 1615 | 1417 | 1630 | 1111 | 1630 | 2508 |
| DAILY | 1615 | 1417 | 1630 | 1111 | 1630 | 2508 |

TRUCK PERCENTAGE 3.24 4.11 3.65

CLASSIFICATION SUMMARY DATABASE

| DIR | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | TOTTRK | TOTVOL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| E | 11 | 11534 | 1837 | 81 | 294 | 17 | 1 | 31 | 21 | 3 | 0 | 0 | 0 | 0 | 0 | 448 | 13830 |
| W | 5 | 9922 | 2097 | 79 | 358 | 18 | 4 | 26 | 30 | 0 | 0 | 0 | 0 | 0 | 0 | 515 | 12539 |

GENERATED BY SPS 5.0.55P

COUNTY: 77
STATION: 0285
DESCRIPTION: ON SR-434, 0.143 MI. W OF SR-417 (UVL)
START DATE: 02/16/2022
START TIME: 0000

| | DIRECTION: E | | | | | DIRECTION: W | | | | | COMBINED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| TIME | 1ST | 2ND | 3RD | 4TH | TOTAL | 1ST | 2ND | 3RD | 4TH | TOTAL | TOTAL |
| 0000 | 21 | 10 | 11 | 8 | 50 | 18 | 14 | 11 | 9 | 52 | 102 |
| 0100 | 11 | 10 | 6 | 3 | 30 | 4 | 9 | 2 | 6 | 21 | 51 |
| 0200 | 11 | 3 | 8 | 7 | 29 | 2 | 3 | 3 | 1 | 9 | 38 |
| 0300 | 5 | 6 | 11 | 9 | 31 | 10 | 6 | 11 | 11 | 38 | 69 |
| 0400 | 14 | 15 | 17 | 19 | 65 | 10 | 12 | 21 | 17 | 60 | 125 |
| 0500 | 33 | 37 | 56 | 69 | 195 | 23 | 35 | 67 | 55 | 180 | 375 |
| 0600 | 84 | 139 | 185 | 195 | 603 | 85 | 105 | 148 | 160 | 498 | 1101 |
| 0700 | 235 | 259 | 239 | 243 | 976 | 184 | 256 | 242 | 241 | 923 | 1899 |
| 0800 | 229 | 254 | 222 | 230 | 935 | 212 | 256 | 261 | 230 | 959 | 1894 |
| 0900 | 196 | 200 | 177 | 168 | 741 | 199 | 193 | 203 | 177 | 772 | 1513 |
| 1000 | 158 | 183 | 200 | 175 | 716 | 167 | 166 | 194 | 190 | 717 | 1433 |
| 1100 | 185 | 220 | 201 | 210 | 816 | 179 | 156 | 192 | 164 | 691 | 1507 |
| 1200 | 221 | 202 | 230 | 219 | 872 | 213 | 182 | 215 | 215 | 825 | 1697 |
| 1300 | 244 | 214 | 264 | 240 | 962 | 220 | 220 | 201 | 213 | 854 | 1816 |
| 1400 | 228 | 256 | 228 | 228 | 940 | 236 | 247 | 227 | 194 | 904 | 1844 |
| 1500 | 230 | 325 | 309 | 252 | 1116 | 211 | 239 | 250 | 227 | 927 | 2043 |
| 1600 | 320 | 309 | 315 | 356 | 1300 | 282 | 243 | 271 | 290 | 1086 | 2386 |
| 1700 | 293 | 348 | 354 | 313 | 1308 | 284 | 299 | 275 | 243 | 1101 | 2409 |
| 1800 | 279 | 235 | 192 | 158 | 864 | 212 | 200 | 200 | 174 | 786 | 1650 |
| 1900 | 160 | 137 | 135 | 110 | 542 | 142 | 150 | 106 | 103 | 501 | 1043 |
| 2000 | 119 | 110 | 84 | 109 | 422 | 118 | 104 | 105 | 107 | 434 | 856 |
| 2100 | 96 | 94 | 56 | 54 | 300 | 100 | 83 | 66 | 55 | 304 | 604 |
| 2200 | 67 | 47 | 36 | 36 | 186 | 49 | 41 | 32 | 29 | 151 | 337 |
| 2300 | 25 | 26 | 25 | 36 | 112 | 23 | 18 | 19 | 14 | 74 | 186 |
| 24-HOUR TOTALS: | | | | | 14111 | | | | | 12867 | 26978 |

PEAK VOLUME INFORMATION

| | DIRECTION: E | | DIRECTION: W | | COMBINED DIRECTIONS | |
|---|---|---|---|---|---|---|
| | HOUR | VOLUME | HOUR | VOLUME | HOUR | VOLUME |
| A.M. | 700 | 976 | 745 | 970 | 715 | 1921 |
| P.M. | 1645 | 1351 | 1645 | 1148 | 1645 | 2499 |
| DAILY | 1645 | 1351 | 1645 | 1148 | 1645 | 2499 |

TRUCK PERCENTAGE 3.03 3.85 3.43

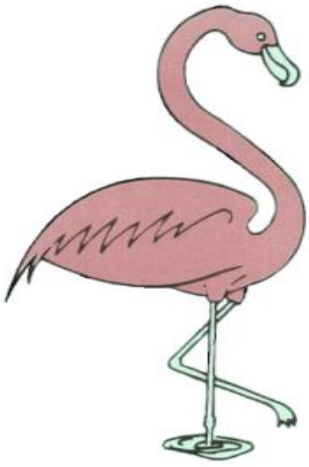
CLASSIFICATION SUMMARY DATABASE

| DIR | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | TOTTRK | TOTVOL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| E | 12 | 11884 | 1787 | 75 | 280 | 29 | 1 | 23 | 18 | 1 | 0 | 0 | 1 | 0 | 0 | 428 | 14111 |
| W | 7 | 10314 | 2050 | 89 | 345 | 19 | 0 | 27 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 496 | 12867 |

GENERATED BY SPS 5.0.55P

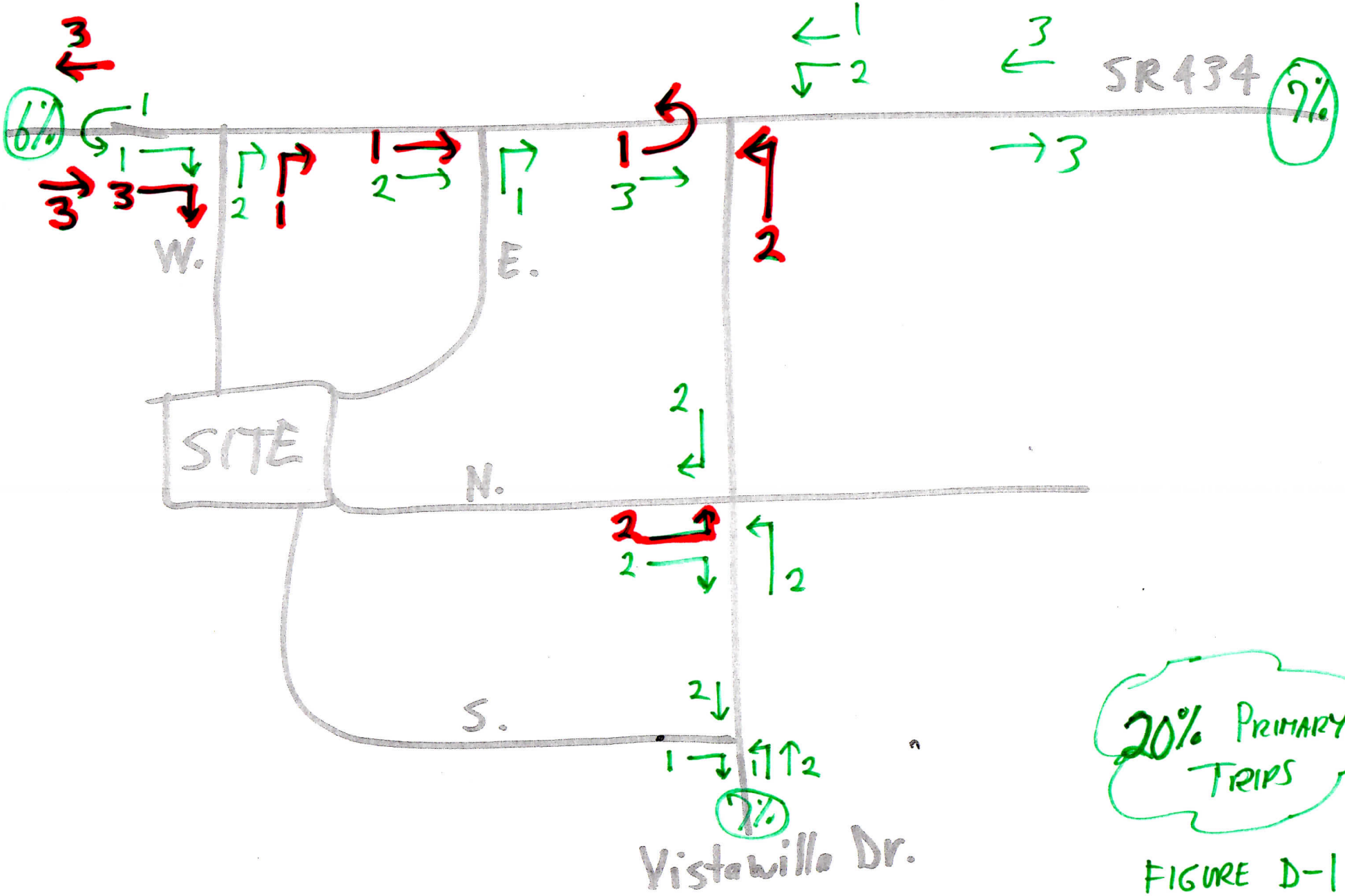
# APPENDIX D

# TRAFFIC ASSIGNMENT CALCULATIONS



AM

44 x 20% = 9 ENTER
44 x 20% = 9 EXIT

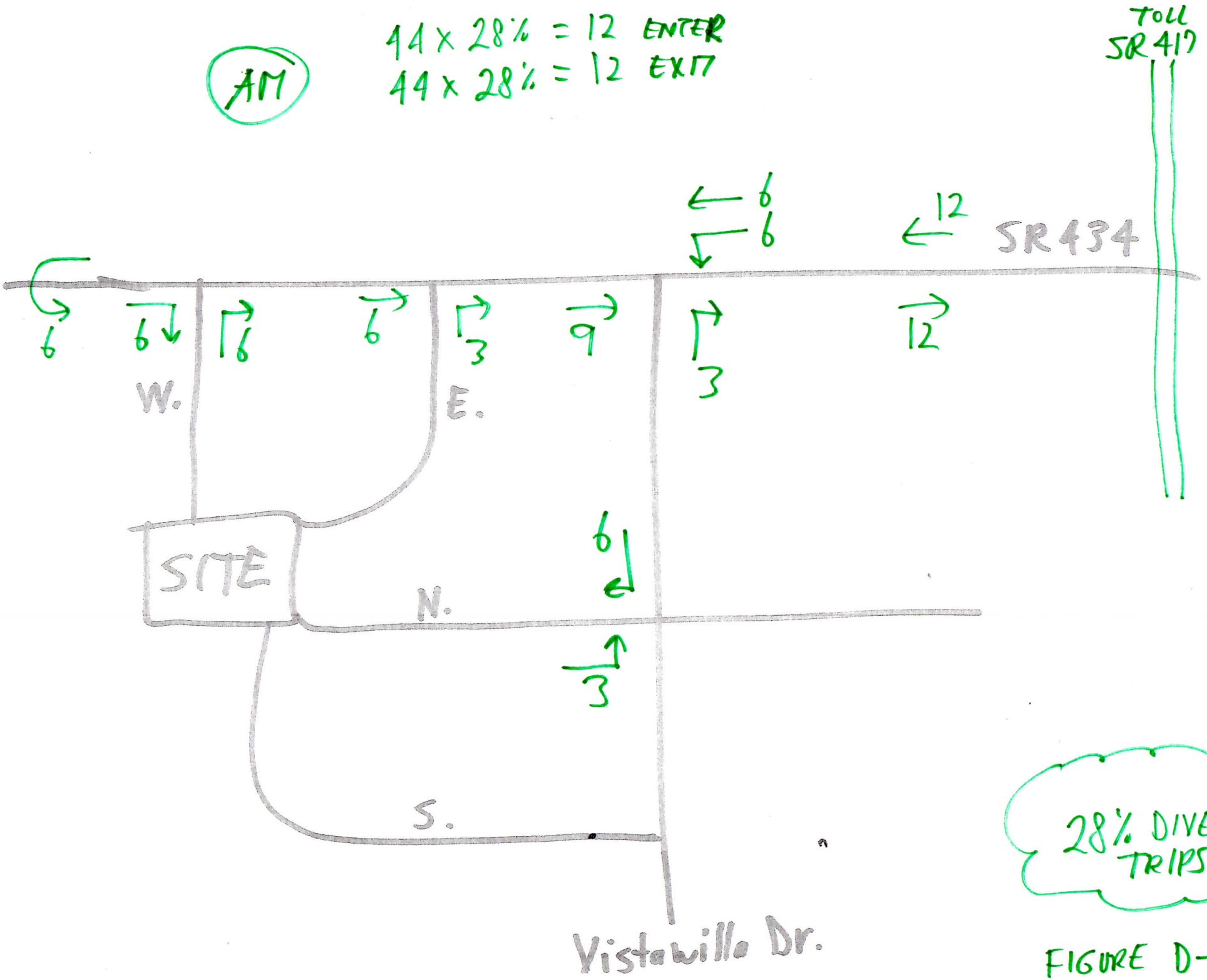



20% PRIMARY TRIPS

FIGURE D-1

AM

44 x 28% = 12 ENTER
44 x 28% = 12 EXIT

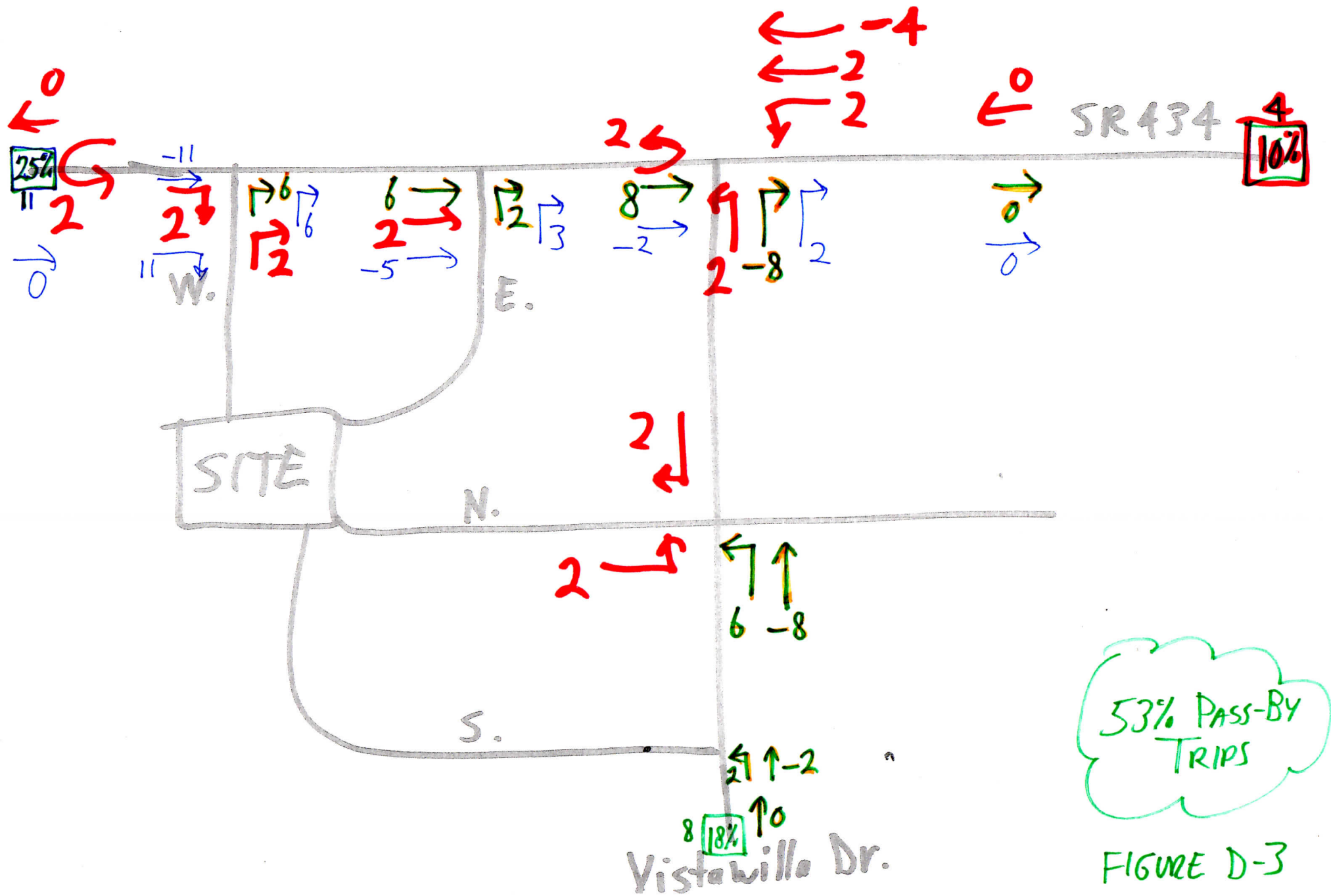



28% DIVERTED TRIPS

FIGURE D-2

AM

44 x 53% = 23 ENTER
44 x 53% = 23 EXIT

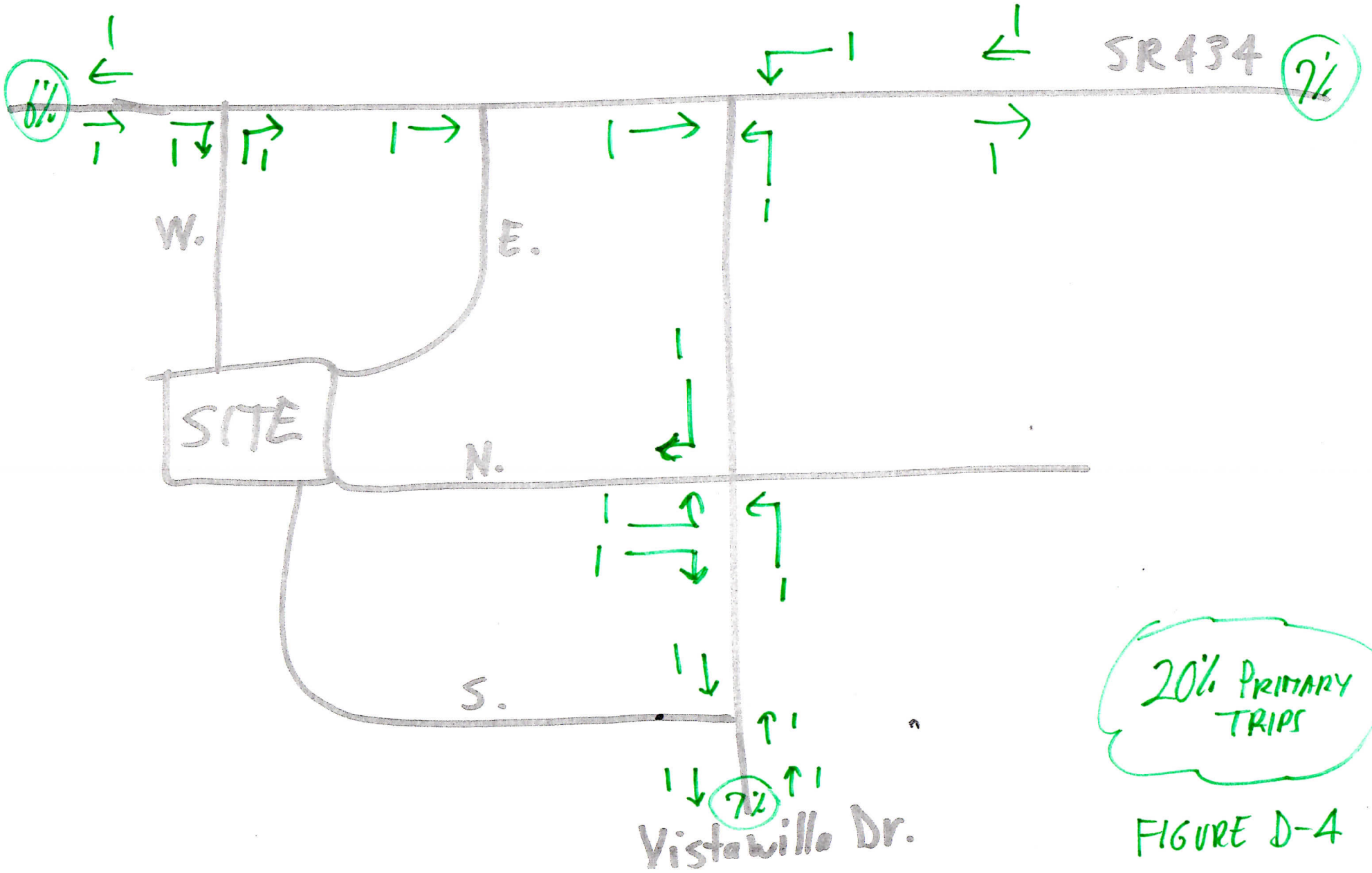



53% PASS-BY TRIPS

FIGURE D-3

PM

15 x 20% = 3 ENTER
15 x 20% = 3 EXIT




20% PRIMARY TRIPS

FIGURE D-4

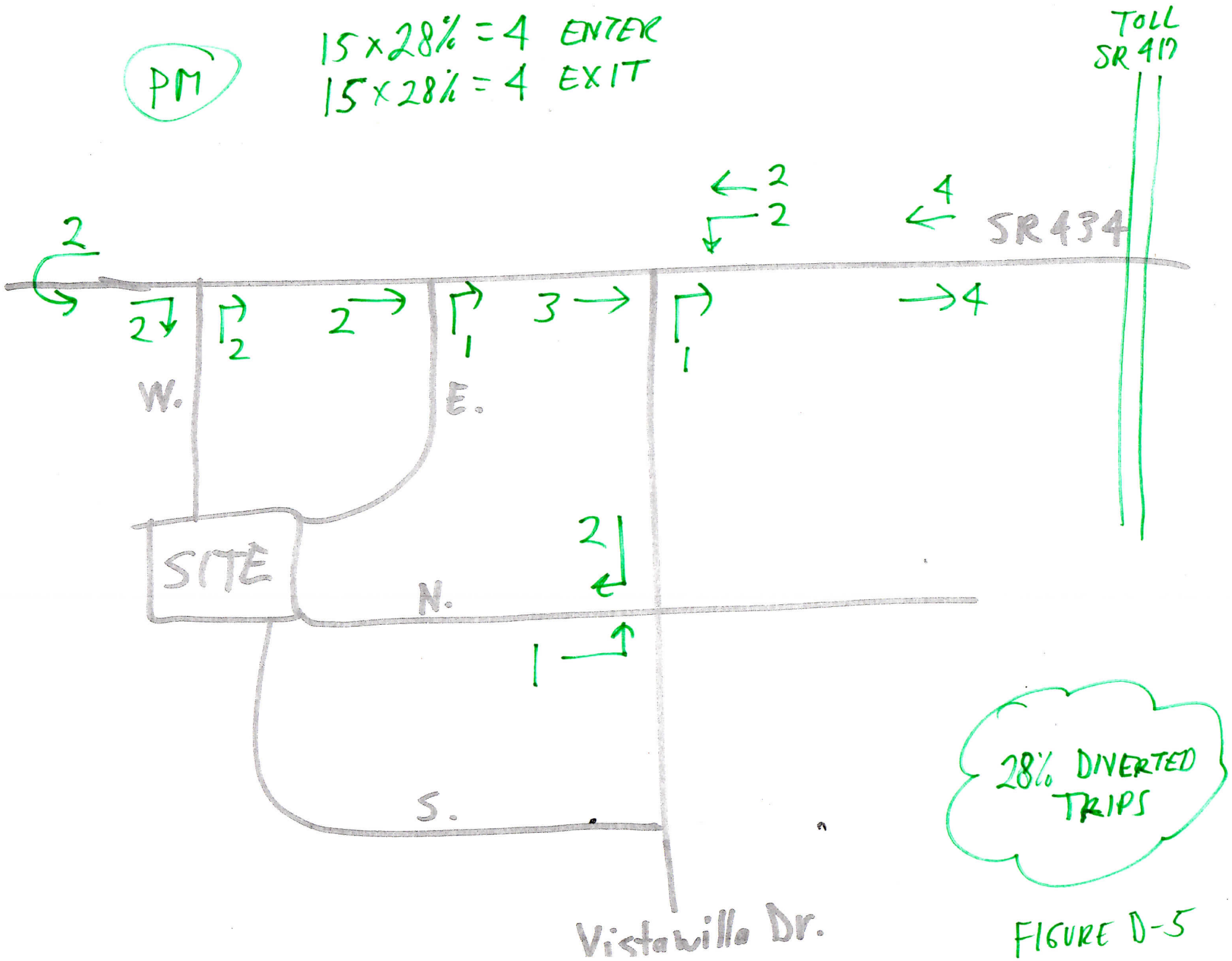

PM
15 x 28% = 4 ENTER
15 x 28% = 4 EXIT
TOLL SR 417
SR 434
2
2
2
4
2
2
3
4
1
1
W.
E.
SITE
N.
2
1
S.
Victoriaville Dr.
28% DIVERTED TRIPS

FIGURE D-5

PM

15 x 53% = 8 ENTER
15 x 53% = 8 EXIT

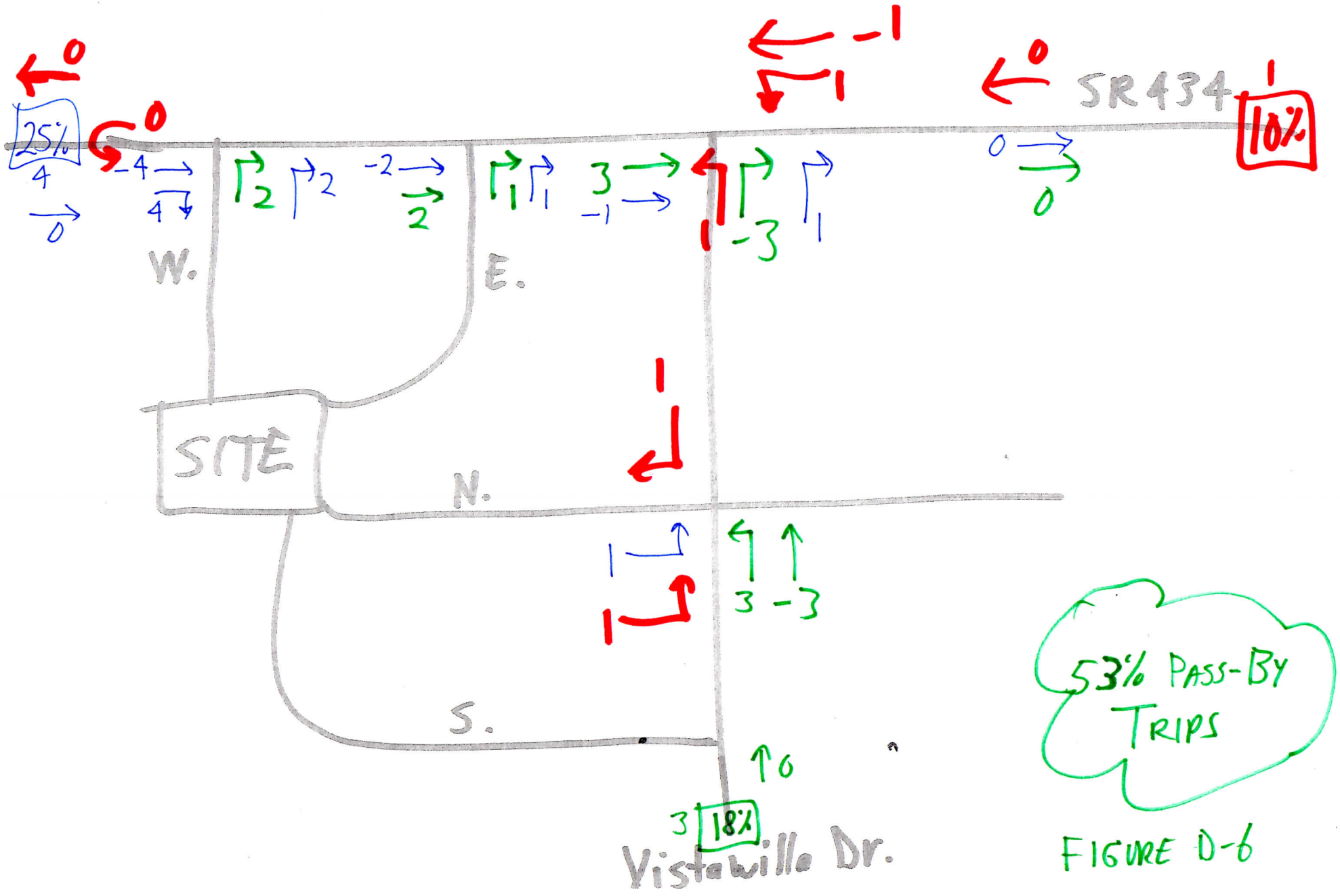
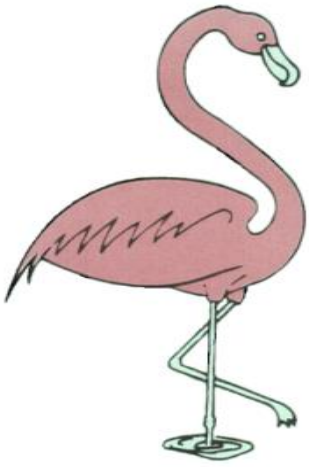



FIGURE D-6

# APPENDIX E

# CAPACITY CALCULATIONS
# UNSIGNALIZED INTERSECTIONS



# AM PEAK HOUR

# HCS Two-Way Stop-Control Report

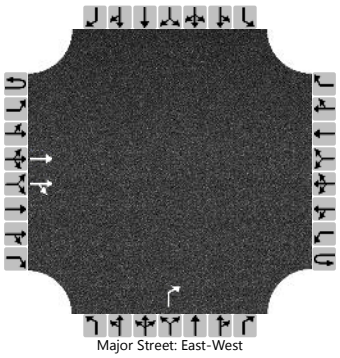
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/15/2023 |
| Analysis Year | 2023 |
| Time Analyzed | AM Peak Hr. Traffic |
| Intersection Orientation | East-West |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | SR 434 / West Driveway |
| Jurisdiction | Seminole County |
| East/West Street | SR 434 |
| North/South Street | West Driveway |
| Peak Hour Factor | 0.91 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 | | 7 | 8 | 9 | | 10 | 11 | 12 |
| Number of Lanes | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 1 | | 0 | 0 | 0 |
| Configuration | | | T | TR | | | | | | | | R | | | | |
| Volume (veh/h) | | | 1174 | 1 | | | | | | | | 1 | | | | |
| Percent Heavy Vehicles (%) | | | | | | | | | | | | 0 | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | | | | | | | | | 0 | | | | | | |
| Right Turn Channelized | | | | | | | | | | No | | | | | | |
| Median Type \| Storage | | | Undivided | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | | | | | | | | | 6.9 | | | | |
| Critical Headway (sec) | | | | | | | | | | | | 6.90 | | | | |
| Base Follow-Up Headway (sec) | | | | | | | | | | | | 3.3 | | | | |
| Follow-Up Headway (sec) | | | | | | | | | | | | 3.30 | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | | | | | | | | | 1 | | | | |
| Capacity, c (veh/h) | | | | | | | | | | | | 419 | | | | |
| v/c Ratio | | | | | | | | | | | | 0.00 | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | | | | | | | | | 0.0 | | | | |
| Control Delay (s/veh) | | | | | | | | | | | | 13.6 | | | | |
| Level of Service (LOS) | | | | | | | | | | | | B | | | | |
| Approach Delay (s/veh) | | | | | | | | | | 13.6 | | | | | | |
| Approach LOS | | | | | | | | | | B | | | | | | |

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# HCS Two-Way Stop-Control Report

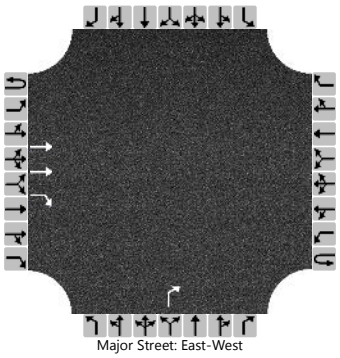
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/15/2023 |
| Analysis Year | 2023 |
| Time Analyzed | AM Peak Hr. Traffic |
| Intersection Orientation | East-West |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | SR 434 / East Driveway |
| Jurisdiction | Seminole County |
| East/West Street | SR 434 |
| North/South Street | East Driveway |
| Peak Hour Factor | 0.91 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 | | 7 | 8 | 9 | | 10 | 11 | 12 |
| Number of Lanes | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | | 0 | 0 | 1 | | 0 | 0 | 0 |
| Configuration | | | T | R | | | | | | | | R | | | | |
| Volume (veh/h) | | | 1169 | 5 | | | | | | | | 1 | | | | |
| Percent Heavy Vehicles (%) | | | | | | | | | | | | 0 | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | | | | | | | | | 0 | | | | | | |
| Right Turn Channelized | | No | | | | | | | | No | | | | | | |
| Median Type \| Storage | | Undivided | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | | | | | | | | | 6.9 | | | | |
| Critical Headway (sec) | | | | | | | | | | | | 6.90 | | | | |
| Base Follow-Up Headway (sec) | | | | | | | | | | | | 3.3 | | | | |
| Follow-Up Headway (sec) | | | | | | | | | | | | 3.30 | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | | | | | | | | | 1 | | | | |
| Capacity, c (veh/h) | | | | | | | | | | | | 421 | | | | |
| v/c Ratio | | | | | | | | | | | | 0.00 | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | | | | | | | | | 0.0 | | | | |
| Control Delay (s/veh) | | | | | | | | | | | | 13.6 | | | | |
| Level of Service (LOS) | | | | | | | | | | | | B | | | | |
| Approach Delay (s/veh) | | | | | | | | | | 13.6 | | | | | | |
| Approach LOS | | | | | | | | | | B | | | | | | |

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# HCS Two-Way Stop-Control Report

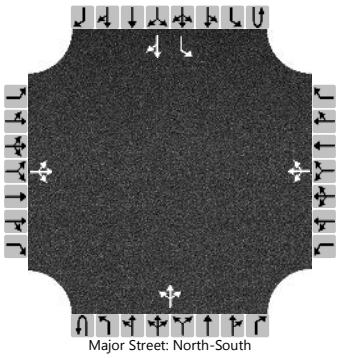
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/11/2023 |
| Analysis Year | 2023 |
| Time Analyzed | AM Peak Hr. Traffic |
| Intersection Orientation | North-South |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | Vistawilla Drive / North Driveway |
| Jurisdiction | Seminole County |
| East/West Street | North Driveway |
| North/South Street | Vistawilla Drive |
| Peak Hour Factor | 0.94 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes



Major Street: North-South

## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 |
| Configuration | | | LTR | | | | LTR | | | | LTR | | | L | | TR |
| Volume (veh/h) | | 2 | 1 | 0 | | 9 | 0 | 34 | | 2 | 181 | 19 | | 84 | 122 | 22 |
| Percent Heavy Vehicles (%) | | 25 | 25 | 0 | | 44 | 0 | 33 | | 0 | | | | 23 | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | 0 | | | | | | | | | | |
| Right Turn Channelized | | | | | | | | | | | | | | | | |
| Median Type \| Storage | | Undivided | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.1 | 6.5 | 6.2 | | 7.1 | 6.5 | 6.2 | | 4.1 | | | | 4.1 | | |
| Critical Headway (sec) | | 7.35 | 6.75 | 6.20 | | 7.54 | 6.50 | 6.53 | | 4.10 | | | | 4.33 | | |
| Base Follow-Up Headway (sec) | | 3.5 | 4.0 | 3.3 | | 3.5 | 4.0 | 3.3 | | 2.2 | | | | 2.2 | | |
| Follow-Up Headway (sec) | | 3.73 | 4.23 | 3.30 | | 3.90 | 4.00 | 3.60 | | 2.20 | | | | 2.41 | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 3 | | | | 46 | | | 2 | | | | 89 | | |
| Capacity, c (veh/h) | | | 374 | | | | 626 | | | 1440 | | | | 1242 | | |
| v/c Ratio | | | 0.01 | | | | 0.07 | | | 0.00 | | | | 0.07 | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | 0.0 | | | | 0.2 | | | 0.0 | | | | 0.2 | | |
| Control Delay (s/veh) | | | 14.7 | | | | 11.2 | | | 7.5 | 0.0 | 0.0 | | 8.1 | | |
| Level of Service (LOS) | | | B | | | | B | | | A | A | A | | A | | |
| Approach Delay (s/veh) | 14.7 | | | | 11.2 | | | | 0.1 | | | | 3.0 | | | |
| Approach LOS | B | | | | B | | | | A | | | | A | | | |

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# HCS Two-Way Stop-Control Report

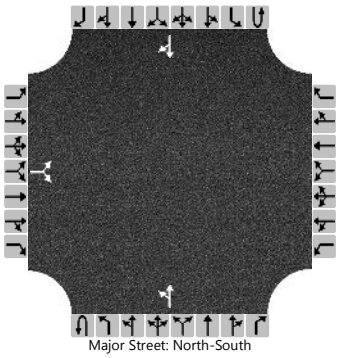
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/11/2023 |
| Analysis Year | 2023 |
| Time Analyzed | AM Peak Hr. Traffic |
| Intersection Orientation | North-South |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | Vistawilla Drive / South Driveway |
| Jurisdiction | Seminole County |
| East/West Street | South Driveway |
| North/South Street | Vistawilla Drive |
| Peak Hour Factor | 0.94 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes


Major Street: North-South

## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 |
| Configuration | | | LR | | | | | | | LT | | | | | | TR |
| Volume (veh/h) | | 0 | | 2 | | | | | | 0 | 201 | | | | 130 | 0 |
| Percent Heavy Vehicles (%) | | 0 | | 25 | | | | | | 0 | | | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | | | | | | | | | | | |
| Right Turn Channelized | | | | | | | | | | | | | | | | |
| Median Type \| Storage | | Undivided | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.1 | | 6.2 | | | | | | 4.1 | | | | | | |
| Critical Headway (sec) | | 6.40 | | 6.45 | | | | | | 4.10 | | | | | | |
| Base Follow-Up Headway (sec) | | 3.5 | | 3.3 | | | | | | 2.2 | | | | | | |
| Follow-Up Headway (sec) | | 3.50 | | 3.53 | | | | | | 2.20 | | | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 2 | | | | | | | 0 | | | | | | |
| Capacity, c (veh/h) | | | 852 | | | | | | | 1458 | | | | | | |
| v/c Ratio | | | 0.00 | | | | | | | 0.00 | | | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | 0.0 | | | | | | | 0.0 | | | | | | |
| Control Delay (s/veh) | | | 9.2 | | | | | | | 7.5 | 0.0 | | | | | |
| Level of Service (LOS) | | | A | | | | | | | A | A | | | | | |
| Approach Delay (s/veh) | | 9.2 | | | | | | | | 0.0 | | | | | | |
| Approach LOS | | A | | | | | | | | A | | | | | | |

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# HCS Two-Way Stop-Control Report

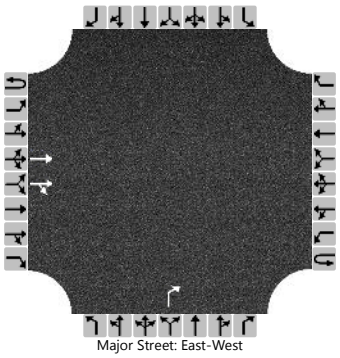
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/15/2023 |
| Analysis Year | 2024 |
| Time Analyzed | AM Peak Hr. BUILD Traffic |
| Intersection Orientation | East-West |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | SR 434 / West Driveway |
| Jurisdiction | Seminole County |
| East/West Street | SR 434 |
| North/South Street | West Driveway |
| Peak Hour Factor | 0.91 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 | | 7 | 8 | 9 | | 10 | 11 | 12 |
| Number of Lanes | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 1 | | 0 | 0 | 0 |
| Configuration | | | T | TR | | | | | | | | R | | | | |
| Volume (veh/h) | | | 1190 | 24 | | | | | | | | 23 | | | | |
| Percent Heavy Vehicles (%) | | | | | | | | | | | | 2 | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | | | | | | | | | 0 | | | | | | |
| Right Turn Channelized | | | | | | | | | | No | | | | | | |
| Median Type \| Storage | Undivided | | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | | | | | | | | | 6.9 | | | | |
| Critical Headway (sec) | | | | | | | | | | | | 6.94 | | | | |
| Base Follow-Up Headway (sec) | | | | | | | | | | | | 3.3 | | | | |
| Follow-Up Headway (sec) | | | | | | | | | | | | 3.32 | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | | | | | | | | | 25 | | | | |
| Capacity, c (veh/h) | | | | | | | | | | | | 401 | | | | |
| v/c Ratio | | | | | | | | | | | | 0.06 | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | | | | | | | | | 0.2 | | | | |
| Control Delay (s/veh) | | | | | | | | | | | | 14.6 | | | | |
| Level of Service (LOS) | | | | | | | | | | | | B | | | | |
| Approach Delay (s/veh) | | | | | | | | | | 14.6 | | | | | | |
| Approach LOS | | | | | | | | | | B | | | | | | |

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# HCS Two-Way Stop-Control Report

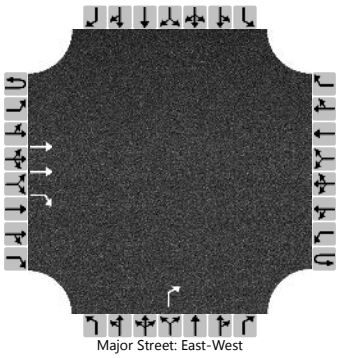
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/15/2023 |
| Analysis Year | 2024 |
| Time Analyzed | AM Peak Hr. BUILD Traffic |
| Intersection Orientation | East-West |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | SR 434 / East Driveway |
| Jurisdiction | Seminole County |
| East/West Street | SR 434 |
| North/South Street | East Driveway |
| Peak Hour Factor | 0.91 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 | | 7 | 8 | 9 | | 10 | 11 | 12 |
| Number of Lanes | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | | 0 | 0 | 1 | | 0 | 0 | 0 |
| Configuration | | | T | R | | | | | | | | R | | | | |
| Volume (veh/h) | | | 1208 | 5 | | | | | | | | 9 | | | | |
| Percent Heavy Vehicles (%) | | | | | | | | | | | | 2 | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | | | | | | | | | 0 | | | | | | |
| Right Turn Channelized | | No | | | | | | | | No | | | | | | |
| Median Type \| Storage | | Undivided | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | | | | | | | | | 6.9 | | | | |
| Critical Headway (sec) | | | | | | | | | | | | 6.94 | | | | |
| Base Follow-Up Headway (sec) | | | | | | | | | | | | 3.3 | | | | |
| Follow-Up Headway (sec) | | | | | | | | | | | | 3.32 | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | | | | | | | | | 10 | | | | |
| Capacity, c (veh/h) | | | | | | | | | | | | 403 | | | | |
| v/c Ratio | | | | | | | | | | | | 0.02 | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | | | | | | | | | 0.1 | | | | |
| Control Delay (s/veh) | | | | | | | | | | | | 14.2 | | | | |
| Level of Service (LOS) | | | | | | | | | | | | B | | | | |
| Approach Delay (s/veh) | | | | | | | | | | 14.2 | | | | | | |
| Approach LOS | | | | | | | | | | B | | | | | | |

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# HCS Two-Way Stop-Control Report

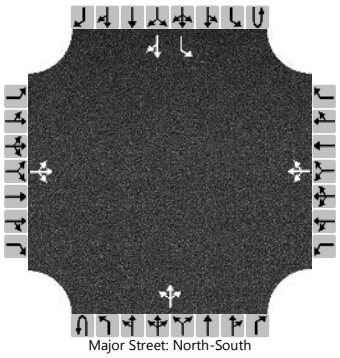
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/11/2023 |
| Analysis Year | 2024 |
| Time Analyzed | AM Peak Hr. BUILD Traffic |
| Intersection Orientation | North-South |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | Vistawilla Drive / North Driveway |
| Jurisdiction | Seminole County |
| East/West Street | North Driveway |
| North/South Street | Vistawilla Drive |
| Peak Hour Factor | 0.94 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes


Major Street: North-South

## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 |
| Configuration | | | LTR | | | | LTR | | | | LTR | | | L | | TR |
| Volume (veh/h) | | 11 | 1 | 2 | | 9 | 0 | 35 | | 10 | 177 | 19 | | 86 | 125 | 33 |
| Percent Heavy Vehicles (%) | | 25 | 100 | 0 | | 44 | 0 | 33 | | 0 | | | | 23 | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | 0 | | | | | | | | | | |
| Right Turn Channelized | | | | | | | | | | | | | | | | |
| Median Type \| Storage | | Undivided | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.1 | 6.5 | 6.2 | | 7.1 | 6.5 | 6.2 | | 4.1 | | | | 4.1 | | |
| Critical Headway (sec) | | 7.35 | 7.50 | 6.20 | | 7.54 | 6.50 | 6.53 | | 4.10 | | | | 4.33 | | |
| Base Follow-Up Headway (sec) | | 3.5 | 4.0 | 3.3 | | 3.5 | 4.0 | 3.3 | | 2.2 | | | | 2.2 | | |
| Follow-Up Headway (sec) | | 3.73 | 4.90 | 3.30 | | 3.90 | 4.00 | 3.60 | | 2.20 | | | | 2.41 | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 15 | | | | 47 | | | 11 | | | | 91 | | |
| Capacity, c (veh/h) | | | 377 | | | | 619 | | | 1422 | | | | 1247 | | |
| v/c Ratio | | | 0.04 | | | | 0.08 | | | 0.01 | | | | 0.07 | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | 0.1 | | | | 0.2 | | | 0.0 | | | | 0.2 | | |
| Control Delay (s/veh) | | | 14.9 | | | | 11.3 | | | 7.6 | 0.1 | 0.1 | | 8.1 | | |
| Level of Service (LOS) | | | B | | | | B | | | A | A | A | | A | | |
| Approach Delay (s/veh) | 14.9 | | | | 11.3 | | | | 0.4 | | | | 2.9 | | | |
| Approach LOS | B | | | | B | | | | A | | | | A | | | |

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# HCS Two-Way Stop-Control Report

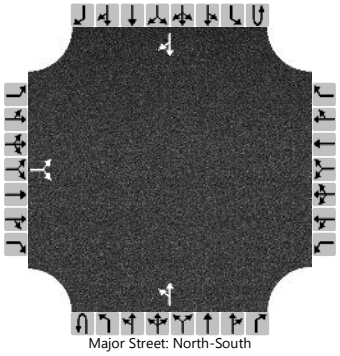
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/11/2023 |
| Analysis Year | 2024 |
| Time Analyzed | AM Peak Hr. BUILD Traffic |
| Intersection Orientation | North-South |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | Vistawilla Drive / South Driveway |
| Jurisdiction | Seminole County |
| East/West Street | South Driveway |
| North/South Street | Vistawilla Drive |
| Peak Hour Factor | 0.94 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes


Major Street: North-South

## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 |
| Configuration | | | LR | | | | | | | LT | | | | | | TR |
| Volume (veh/h) | | 0 | | 3 | | | | | | 3 | 206 | | | | 135 | 0 |
| Percent Heavy Vehicles (%) | | 0 | | 25 | | | | | | 0 | | | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | | | | | | | | | | | |
| Right Turn Channelized | | | | | | | | | | | | | | | | |
| Median Type \| Storage | | Undivided | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.1 | | 6.2 | | | | | | 4.1 | | | | | | |
| Critical Headway (sec) | | 6.40 | | 6.45 | | | | | | 4.10 | | | | | | |
| Base Follow-Up Headway (sec) | | 3.5 | | 3.3 | | | | | | 2.2 | | | | | | |
| Follow-Up Headway (sec) | | 3.50 | | 3.53 | | | | | | 2.20 | | | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 3 | | | | | | | 3 | | | | | | |
| Capacity, c (veh/h) | | | 846 | | | | | | | 1451 | | | | | | |
| v/c Ratio | | | 0.00 | | | | | | | 0.00 | | | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | 0.0 | | | | | | | 0.0 | | | | | | |
| Control Delay (s/veh) | | | 9.3 | | | | | | | 7.5 | 0.0 | | | | | |
| Level of Service (LOS) | | | A | | | | | | | A | A | | | | | |
| Approach Delay (s/veh) | | 9.3 | | | | | | | | 0.1 | | | | | | |
| Approach LOS | | A | | | | | | | | A | | | | | | |

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# PM PEAK HOUR

# HCS Two-Way Stop-Control Report

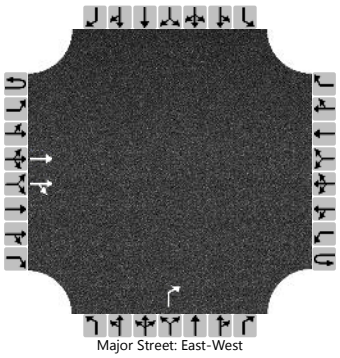
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/11/2023 |
| Analysis Year | 2023 |
| Time Analyzed | PM Peak Hr. Traffic |
| Intersection Orientation | East-West |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | SR 434 / West Driveway |
| Jurisdiction | Seminole County |
| East/West Street | SR 434 |
| North/South Street | West Driveway |
| Peak Hour Factor | 0.85 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 | | 7 | 8 | 9 | | 10 | 11 | 12 |
| Number of Lanes | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 1 | | 0 | 0 | 0 |
| Configuration | | | T | TR | | | | | | | | R | | | | |
| Volume (veh/h) | | | 1285 | 1 | | | | | | | | 1 | | | | |
| Percent Heavy Vehicles (%) | | | | | | | | | | | | 0 | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | | | | | | | | | 0 | | | | | | |
| Right Turn Channelized | | | | | | | | | | No | | | | | | |
| Median Type \| Storage | | | Undivided | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | | | | | | | | | 6.9 | | | | |
| Critical Headway (sec) | | | | | | | | | | | | 6.90 | | | | |
| Base Follow-Up Headway (sec) | | | | | | | | | | | | 3.3 | | | | |
| Follow-Up Headway (sec) | | | | | | | | | | | | 3.30 | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | | | | | | | | | 1 | | | | |
| Capacity, c (veh/h) | | | | | | | | | | | | 355 | | | | |
| v/c Ratio | | | | | | | | | | | | 0.00 | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | | | | | | | | | 0.0 | | | | |
| Control Delay (s/veh) | | | | | | | | | | | | 15.2 | | | | |
| Level of Service (LOS) | | | | | | | | | | | | C | | | | |
| Approach Delay (s/veh) | | | | | | | | | | 15.2 | | | | | | |
| Approach LOS | | | | | | | | | | C | | | | | | |

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# HCS Two-Way Stop-Control Report

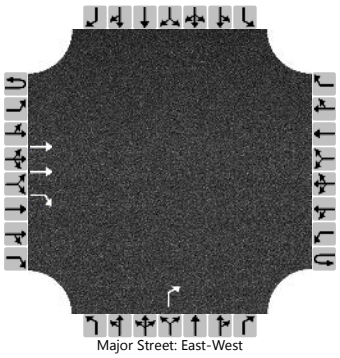
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/11/2023 |
| Analysis Year | 2023 |
| Time Analyzed | PM Peak Hr. Traffic |
| Intersection Orientation | East-West |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | SR 434 / East Driveway |
| Jurisdiction | Seminole County |
| East/West Street | SR 434 |
| North/South Street | East Driveway |
| Peak Hour Factor | 0.85 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 | | 7 | 8 | 9 | | 10 | 11 | 12 |
| Number of Lanes | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | | 0 | 0 | 1 | | 0 | 0 | 0 |
| Configuration | | | T | R | | | | | | | | R | | | | |
| Volume (veh/h) | | | 1278 | 8 | | | | | | | | 10 | | | | |
| Percent Heavy Vehicles (%) | | | | | | | | | | | | 0 | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | | | | | | | | | 0 | | | | | | |
| Right Turn Channelized | | No | | | | | | | | No | | | | | | |
| Median Type \| Storage | | | Undivided | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | | | | | | | | | 6.9 | | | | |
| Critical Headway (sec) | | | | | | | | | | | | 6.90 | | | | |
| Base Follow-Up Headway (sec) | | | | | | | | | | | | 3.3 | | | | |
| Follow-Up Headway (sec) | | | | | | | | | | | | 3.30 | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | | | | | | | | | 12 | | | | |
| Capacity, c (veh/h) | | | | | | | | | | | | 357 | | | | |
| v/c Ratio | | | | | | | | | | | | 0.03 | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | | | | | | | | | 0.1 | | | | |
| Control Delay (s/veh) | | | | | | | | | | | | 15.4 | | | | |
| Level of Service (LOS) | | | | | | | | | | | | C | | | | |
| Approach Delay (s/veh) | | | | | | | | | | 15.4 | | | | | | |
| Approach LOS | | | | | | | | | | C | | | | | | |

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# HCS Two-Way Stop-Control Report

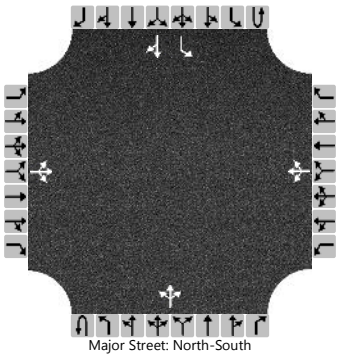
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/11/2023 |
| Analysis Year | 2023 |
| Time Analyzed | PM Peak Hr. Traffic |
| Intersection Orientation | North-South |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | Vistawilla Drive / North Driveway |
| Jurisdiction | Seminole County |
| East/West Street | North Driveway |
| North/South Street | Vistawilla Drive |
| Peak Hour Factor | 0.86 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes


Major Street: North-South

## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 |
| Configuration | | | LTR | | | | LTR | | | | LTR | | | L | | TR |
| Volume (veh/h) | | 33 | 3 | 9 | | 22 | 3 | 46 | | 5 | 128 | 19 | | 72 | 169 | 36 |
| Percent Heavy Vehicles (%) | | 3 | 0 | 0 | | 0 | 0 | 2 | | 0 | | | | 4 | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | 0 | | | | | | | | | | |
| Right Turn Channelized | | | | | | | | | | | | | | | | |
| Median Type \| Storage | | Undivided | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.1 | 6.5 | 6.2 | | 7.1 | 6.5 | 6.2 | | 4.1 | | | | 4.1 | | |
| Critical Headway (sec) | | 7.13 | 6.50 | 6.20 | | 7.10 | 6.50 | 6.22 | | 4.10 | | | | 4.14 | | |
| Base Follow-Up Headway (sec) | | 3.5 | 4.0 | 3.3 | | 3.5 | 4.0 | 3.3 | | 2.2 | | | | 2.2 | | |
| Follow-Up Headway (sec) | | 3.53 | 4.00 | 3.30 | | 3.50 | 4.00 | 3.32 | | 2.20 | | | | 2.24 | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 52 | | | | 83 | | | 6 | | | | 84 | | |
| Capacity, c (veh/h) | | | 416 | | | | 623 | | | 1340 | | | | 1394 | | |
| v/c Ratio | | | 0.13 | | | | 0.13 | | | 0.00 | | | | 0.06 | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | 0.4 | | | | 0.5 | | | 0.0 | | | | 0.2 | | |
| Control Delay (s/veh) | | | 14.9 | | | | 11.7 | | | 7.7 | 0.0 | 0.0 | | 7.7 | | |
| Level of Service (LOS) | | | B | | | | B | | | A | A | A | | A | | |
| Approach Delay (s/veh) | 14.9 | | | | 11.7 | | | | 0.3 | | | | 2.0 | | | |
| Approach LOS | B | | | | B | | | | A | | | | A | | | |

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# HCS Two-Way Stop-Control Report

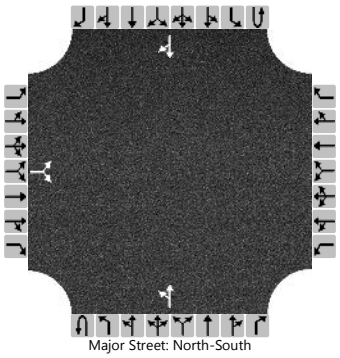
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/11/2023 |
| Analysis Year | 2023 |
| Time Analyzed | PM Peak Hr. Traffic |
| Intersection Orientation | North-South |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | Vistawilla Drive / South Driveway |
| Jurisdiction | Seminole County |
| East/West Street | South Driveway |
| North/South Street | Vistawilla Drive |
| Peak Hour Factor | 0.86 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes


Major Street: North-South

## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 |
| Configuration | | | LR | | | | | | | LT | | | | | | TR |
| Volume (veh/h) | | 0 | | 1 | | | | | | 3 | 152 | | | | 199 | 1 |
| Percent Heavy Vehicles (%) | | 0 | | 0 | | | | | | 0 | | | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | | | | | | | | | | | |
| Right Turn Channelized | | | | | | | | | | | | | | | | |
| Median Type \| Storage | | Undivided | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.1 | | 6.2 | | | | | | 4.1 | | | | | | |
| Critical Headway (sec) | | 6.40 | | 6.20 | | | | | | 4.10 | | | | | | |
| Base Follow-Up Headway (sec) | | 3.5 | | 3.3 | | | | | | 2.2 | | | | | | |
| Follow-Up Headway (sec) | | 3.50 | | 3.30 | | | | | | 2.20 | | | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 1 | | | | | | | 3 | | | | | | |
| Capacity, c (veh/h) | | | 812 | | | | | | | 1347 | | | | | | |
| v/c Ratio | | | 0.00 | | | | | | | 0.00 | | | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | 0.0 | | | | | | | 0.0 | | | | | | |
| Control Delay (s/veh) | | | 9.4 | | | | | | | 7.7 | 0.0 | | | | | |
| Level of Service (LOS) | | | A | | | | | | | A | A | | | | | |
| Approach Delay (s/veh) | | 9.4 | | | | | | | | 0.2 | | | | | | |
| Approach LOS | | A | | | | | | | | A | | | | | | |

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# HCS Two-Way Stop-Control Report

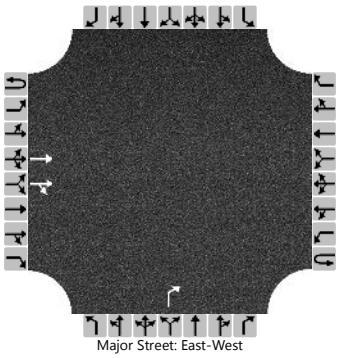
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/11/2023 |
| Analysis Year | 2024 |
| Time Analyzed | PM Peak Hr. BUILD Traffic |
| Intersection Orientation | East-West |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | SR 434 / West Driveway |
| Jurisdiction | Seminole County |
| East/West Street | SR 434 |
| North/South Street | West Driveway |
| Peak Hour Factor | 0.85 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 | | 7 | 8 | 9 | | 10 | 11 | 12 |
| Number of Lanes | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 1 | | 0 | 0 | 0 |
| Configuration | | | T | TR | | | | | | | | R | | | | |
| Volume (veh/h) | | | 1311 | 8 | | | | | | | | 7 | | | | |
| Percent Heavy Vehicles (%) | | | | | | | | | | | | 0 | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | | | | | | | | | 0 | | | | | | |
| Right Turn Channelized | | | | | | | | | | No | | | | | | |
| Median Type \| Storage | Undivided | | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | | | | | | | | | 6.9 | | | | |
| Critical Headway (sec) | | | | | | | | | | | | 6.90 | | | | |
| Base Follow-Up Headway (sec) | | | | | | | | | | | | 3.3 | | | | |
| Follow-Up Headway (sec) | | | | | | | | | | | | 3.30 | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | | | | | | | | | 8 | | | | |
| Capacity, c (veh/h) | | | | | | | | | | | | 345 | | | | |
| v/c Ratio | | | | | | | | | | | | 0.02 | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | | | | | | | | | 0.1 | | | | |
| Control Delay (s/veh) | | | | | | | | | | | | 15.7 | | | | |
| Level of Service (LOS) | | | | | | | | | | | | C | | | | |
| Approach Delay (s/veh) | | | | | | | | | | 15.7 | | | | | | |
| Approach LOS | | | | | | | | | | C | | | | | | |

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# HCS Two-Way Stop-Control Report

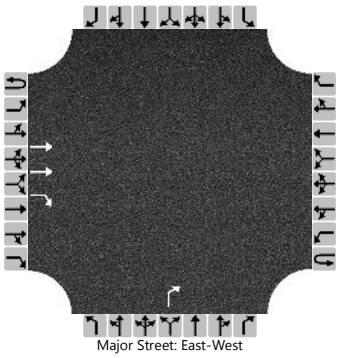
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/11/2023 |
| Analysis Year | 2024 |
| Time Analyzed | PM Peak Hr. BUILD Traffic |
| Intersection Orientation | East-West |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | SR 434 / East Driveway |
| Jurisdiction | Seminole County |
| East/West Street | SR 434 |
| North/South Street | East Driveway |
| Peak Hour Factor | 0.85 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 | | 7 | 8 | 9 | | 10 | 11 | 12 |
| Number of Lanes | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | | 0 | 0 | 1 | | 0 | 0 | 0 |
| Configuration | | | T | R | | | | | | | | R | | | | |
| Volume (veh/h) | | | 1310 | 8 | | | | | | | | 13 | | | | |
| Percent Heavy Vehicles (%) | | | | | | | | | | | | 0 | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | | | | | | | | | 0 | | | | | | |
| Right Turn Channelized | | No | | | | | | | | No | | | | | | |
| Median Type \| Storage | | Undivided | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | | | | | | | | | 6.9 | | | | |
| Critical Headway (sec) | | | | | | | | | | | | 6.90 | | | | |
| Base Follow-Up Headway (sec) | | | | | | | | | | | | 3.3 | | | | |
| Follow-Up Headway (sec) | | | | | | | | | | | | 3.30 | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | | | | | | | | | 15 | | | | |
| Capacity, c (veh/h) | | | | | | | | | | | | 347 | | | | |
| v/c Ratio | | | | | | | | | | | | 0.04 | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | | | | | | | | | 0.1 | | | | |
| Control Delay (s/veh) | | | | | | | | | | | | 15.8 | | | | |
| Level of Service (LOS) | | | | | | | | | | | | C | | | | |
| Approach Delay (s/veh) | | | | | | | | | | 15.8 | | | | | | |
| Approach LOS | | | | | | | | | | C | | | | | | |

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# HCS Two-Way Stop-Control Report

## General Information

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|---|---|
| Analyst | J. Buckholz |
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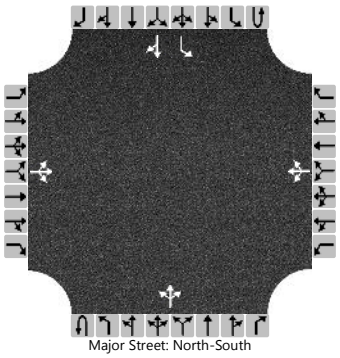
| Date Performed | 5/11/2023 |
| Analysis Year | 2024 |
| Time Analyzed | PM Peak Hr. BUILD Traffic |
| Intersection Orientation | North-South |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | Vistawilla Drive / North Driveway |
| Jurisdiction | Seminole County |
| East/West Street | North Driveway |
| North/South Street | Vistawilla Drive |
| Peak Hour Factor | 0.86 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes


Major Street: North-South

## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 |
| Configuration | | | LTR | | | | LTR | | | | LTR | | | L | | TR |
| Volume (veh/h) | | 38 | 3 | 9 | | 23 | 3 | 47 | | 9 | 128 | 19 | | 74 | 173 | 41 |
| Percent Heavy Vehicles (%) | | 3 | 0 | 0 | | 0 | 0 | 2 | | 0 | | | | 4 | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | 0 | | | | | | | | | | |
| Right Turn Channelized | | | | | | | | | | | | | | | | |
| Median Type \| Storage | | Undivided | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.1 | 6.5 | 6.2 | | 7.1 | 6.5 | 6.2 | | 4.1 | | | | 4.1 | | |
| Critical Headway (sec) | | 7.13 | 6.50 | 6.20 | | 7.10 | 6.50 | 6.22 | | 4.10 | | | | 4.14 | | |
| Base Follow-Up Headway (sec) | | 3.5 | 4.0 | 3.3 | | 3.5 | 4.0 | 3.3 | | 2.2 | | | | 2.2 | | |
| Follow-Up Headway (sec) | | 3.53 | 4.00 | 3.30 | | 3.50 | 4.00 | 3.32 | | 2.20 | | | | 2.24 | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 58 | | | | 85 | | | 10 | | | | 86 | | |
| Capacity, c (veh/h) | | | 395 | | | | 607 | | | 1329 | | | | 1394 | | |
| v/c Ratio | | | 0.15 | | | | 0.14 | | | 0.01 | | | | 0.06 | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | 0.5 | | | | 0.5 | | | 0.0 | | | | 0.2 | | |
| Control Delay (s/veh) | | | 15.7 | | | | 11.9 | | | 7.7 | 0.1 | 0.1 | | 7.8 | | |
| Level of Service (LOS) | | | C | | | | B | | | A | A | A | | A | | |
| Approach Delay (s/veh) | | 15.7 | | | | 11.9 | | | | 0.5 | | | | 2.0 | | |
| Approach LOS | | C | | | | B | | | | A | | | | A | | |

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# HCS Two-Way Stop-Control Report

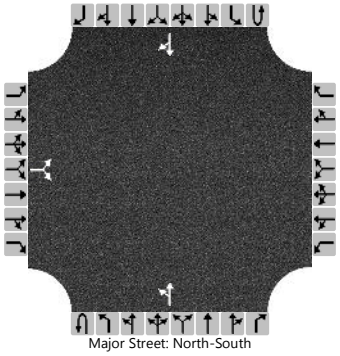
## General Information

| | |
|---|---|
| Analyst | J. Buckholz |
| Agency/Co. | BUCKHOLZ TRAFFIC |
| Date Performed | 5/11/2023 |
| Analysis Year | 2024 |
| Time Analyzed | PM Peak Hr. BUILD Traffic |
| Intersection Orientation | North-South |
| Project Description | #23-1835 |

## Site Information

| | |
|---|---|
| Intersection | Vistawilla Drive / South Driveway |
| Jurisdiction | Seminole County |
| East/West Street | South Driveway |
| North/South Street | Vistawilla Drive |
| Peak Hour Factor | 0.86 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes


Major Street: North-South

## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 |
| Configuration | | | LR | | | | | | | LT | | | | | | TR |
| Volume (veh/h) | | 0 | | 1 | | | | | | 3 | 156 | | | | 205 | 1 |
| Percent Heavy Vehicles (%) | | 0 | | 0 | | | | | | 0 | | | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | | | | | | | | | | | |
| Right Turn Channelized | | | | | | | | | | | | | | | | |
| Median Type \| Storage | | Undivided | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.1 | | 6.2 | | | | | | 4.1 | | | | | | |
| Critical Headway (sec) | | 6.40 | | 6.20 | | | | | | 4.10 | | | | | | |
| Base Follow-Up Headway (sec) | | 3.5 | | 3.3 | | | | | | 2.2 | | | | | | |
| Follow-Up Headway (sec) | | 3.50 | | 3.30 | | | | | | 2.20 | | | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 1 | | | | | | | 3 | | | | | | |
| Capacity, c (veh/h) | | | 805 | | | | | | | 1339 | | | | | | |
| v/c Ratio | | | 0.00 | | | | | | | 0.00 | | | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | 0.0 | | | | | | | 0.0 | | | | | | |
| Control Delay (s/veh) | | | 9.5 | | | | | | | 7.7 | 0.0 | | | | | |
| Level of Service (LOS) | | | A | | | | | | | A | A | | | | | |
| Approach Delay (s/veh) | | 9.5 | | | | | | | | 0.2 | | | | | | |
| Approach LOS | | A | | | | | | | | A | | | | | | |

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An official website of the United States government

United States Census Bureau (https://www.census.gov)

# North American Industry Classification System

Menu

## NAICS Search

**Enter keyword or 2-6 digit code**

*2022 NAICS Search* Go

**Enter keyword or 2-6 digit code**

*2017 NAICS Search* Go

**Enter keyword or 2-6 digit code**

*2012 NAICS Search* Go

### 2022 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

### 722515 Snack and Nonalcoholic Beverage Bars

This U.S. industry comprises establishments primarily engaged in (1) preparing and/or serving a specialty snack, such as ice cream, frozen yogurt, cookies, or popcorn, or (2) serving nonalcoholic beverages, such as coffee, juices, or sodas for consumption on or near the premises. These establishments may carry and sell a combination of snack, nonalcoholic beverage, and other related products (e.g., coffee beans, mugs, coffee makers) but generally promote and sell a unique snack or nonalcoholic beverage.

Illustrative Examples:

Beverage bars, nonalcoholic, fixed location
Doughnut shops, on premise baking and carryout service
Bagel shops, on premise baking and carryout service
Pretzel shops, on premise baking and carryout service
Cookie shops, on premise baking and carryout service
Coffee shops, on premise brewing
Ice cream parlors
Juice bars, nonalcoholic, fixed location

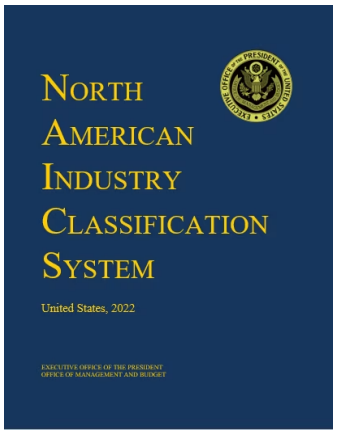
Cross-References. Establishments primarily engaged in--

- Selling one or more of the following food specialties (except from mobile vehicles): hamburgers, hot dogs, pizza, chicken, specialty cuisines--are classified based on the type of food service provided to patrons;
- Preparing and serving snacks and nonalcoholic beverages from mobile vehicles for immediate consumption--are classified in Industry 722330, Mobile Food Services; and
- Operating as street vendors (except food) or retailing food (except food prepared and served for immediate consumption)--are classified in Sector 44-45, Retail Trade.

| 2012 NAICS | 2017 NAICS | 2022 NAICS | Corresponding Index Entries |
|---|---|---|---|
| 722515 | 722515 | 722515 | Bagel shops, on premise baking and carryout service |
| 722515 | 722515 | 722515 | Bakery cafes, on premise baking and selling for immediate consumption |
| 722515 | 722515 | 722515 | Beverage (e.g., coffee, juice, soft drink) bars, nonalcoholic, fixed location |
| 722515 | 722515 | 722515 | Canteens, fixed location |
| 722515 | 722515 | 722515 | Coffee shops, on premise brewing |
| 722515 | 722515 | 722515 | Confectionery snack shops, made on premises with carryout services |
| 722515 | 722515 | 722515 | Cookie shops, on premise baking and carryout service |
| 722515 | 722515 | 722515 | Doughnut shops, on premise baking and carryout service |
| 722515 | 722515 | 722515 | Fixed location refreshment stands |
| 722515 | 722515 | 722515 | Frozen custard stands, fixed location |

| 2012 NAICS | 2017 NAICS | 2022 NAICS | Corresponding Index Entries |
|---|---|---|---|
| 722515 | 722515 | 722515 | Frozen yogurt shops |
| 722515 | 722515 | 722515 | Ice cream parlors |
| 722515 | 722515 | 722515 | Juice bars, nonalcoholic, fixed location |
| 722515 | 722515 | 722515 | Pretzel shops, on premise baking and carryout service |
| 722515 | 722515 | 722515 | Refreshment stands, fixed location |
| 722515 | 722515 | 722515 | Smoothie shops |
| 722515 | 722515 | 722515 | Snack bars (e.g., cookies, popcorn, pretzels), fixed location |
| 722515 | 722515 | 722515 | Soft drink beverage bars, nonalcoholic, fixed location |

2022 NAICS Manual




Reference Files

2022 NAICS

2017 NAICS

2012 NAICS

2007 NAICS

2002 NAICS

1997 NAICS

Announcements

**September 14, 2023**
NAICS Update Process Fact Sheet is now available.

December 21, 2021
(federal_register_notices/notices/fr21dc2
[PDF, 203KB] North American Industry Classification System—Revision for 2022; Update of Statistical Policy Directive No. 8

(reference_files_tools/2022_NAICS_Manual.pdf)

View or download this publication (reference_files_tools/2022_NAICS_Manual.pdf) [PDF, 7MB]

Concordances

Downloadable Files

NAICS Update Process Fact Sheet (reference_files_tools/NAICS_Update_Process_Fact_Sheet.pdf) [PDF, 91.0KB]

North American Industry Classification System: Classification of Establishments; and Elimination of Statistical Policy Directive No. 9, Standard Industrial Classification of Enterprises; Notice. Vol. 86, No. 242

2022 NAICS Structure with Change Indicator (2022NAICS/2022_NAICS_Structure.xlsx) [XLSX, 86KB]

July 02, 2021 (federal_register_notices/notices/fr02jy21 [PDF, 372KB] North American Industry Classification System (NAICS) Updates fc 2022; Update of Statistical Policy Directive No. 8, Standard Industrial Classification o Establishments; and Elimination of Statistical Policy Directive No. 9, Standarc Industrial Classification of Enterprises; Notice. Vol. 86, No. 125

**January 28, 2021 Welcome to the transformed site, which delivers an improved look and feel as well as enhanced mobile device capabilities. At this time, users will no longer be able to access the previous version of the site.**

February 26, 2020 (federal_register_notices/notices/fr26fb2 [PDF, 281KB] 2017 North American Industry Classification System (NAICS) - Updates for 2022; Update of Statistical Policy Directive No. 8, Standard Industrial Classification of Establishments; and Elimination of Statistical Policy Directive No. 9, Standard Industrial Classification o Enterprises.; Notice. Vol. 85, No. 38

## Contact Us

Source: U.S. Census Bureau
North American Industry Classification System (NAICS)
(888) 756-2427 (tel:1-888-756-2427)
naics@census.gov (mailto:naics@census.gov)
Last Revised: 10/11/2023

(mailto:naics@census.gov)

[PDF] or (/main/www/pdf.html) denotes a file in Adobe's Portable Document Format (/main/www/pdf.html). To view the file, you will need the Adobe® Reader® (http://www.adobe.com/products/reader/) available **free** from Adobe. [Excel] or the letters [xls] indicate a document is in the Microsoft® Excel® Spreadsheet Format (XLS). To view the file, you will need MS Excel installed on your computer, or you can download the latest online Excel Viewer "Microsoft Docs" at https://docs.microsoft.com/en-us/office/troubleshoot/excel/get-latest-excel-viewer. (https://docs.microsoft.com/en-us/office/troubleshoot/excel/get-latest-excel-viewer) This symbol indicates a link to a non-government web site. Our linking to these sites does not constitute an endorsement of any products, services or the information found on them. Once you link to another site you are subject to the policies of the new site.

| Address2 | CityStateZip |
|---|---|
| 214 HEATHERWOOD CT | WINTER SPGS, FL 32708-6177 |
| 121 REDTAIL PL | WINTER SPGS, FL 32708-5626 |
| 323 CIRCLE DR | MAITLAND, FL 32751-6458 |
| 120 REDTAIL PL | WINTER SPGS, FL 32708-5624 |
| 112 GOSHAWK TER | WINTER SPGS, FL 32708-5627 |
| 1126 E STATE ROAD 434 | WINTER SPGS, FL 32708-2715 |
| 105 REDTAIL PL | WINTER SPGS, FL 32708-5626 |
| 907 OLD ENGLAND AVE | WINTER PARK, FL 32789-2622 |
| 6400 TELEGRAPH RD | BLOOMFLD HLS, MI 48301-1722 |
| 100 REDTAIL PL | WINTER SPGS, FL 32708-5623 |
| 11511 HARBOURSIDE LN | PARRISH, FL 34219-3423 |
| 107 REDTAIL PL | WINTER SPGS, FL 32708-5626 |
| 104 SHELL FLOWER CV | WINTER SPGS, FL 32708-6180 |
| 323 CIRCLE DR | MAITLAND, FL 32751-6458 |
| PO BOX 630 | SANFORD, FL 32772-0630 |
| 907 OLD ENGLAND AVE | WINTER PARK, FL 32789-2622 |
| 101 GOSHAWK TER | WINTER SPGS, FL 32708-5628 |
| 112 REDTAIL PL | WINTER SPGS, FL 32708-5624 |
| 114 GOSHAWK TER | WINTER SPGS, FL 32708-5627 |
| 323 CIRCLE DR | MAITLAND, FL 32751-6458 |
| 101 GOLDEN CREST CT | WINTER SPGS, FL 32708-5622 |
| 129 REDTAIL PL | WINTER SPGS, FL 32708-5626 |
| 123 REDTAIL PL | WINTER SPGS, FL 32708-5626 |
| # 2000 | CHICAGO, IL 60606-3913 |
| 116 REDTAIL PL | WINTER SPGS, FL 32708-5624 |
| 108 GOSHAWK TER | WINTER SPGS, FL 32708-5627 |
| 323 CIRCLE DR | MAITLAND, FL 32751-6458 |
| 907 OLD ENGLAND AVE | WINTER PARK, FL 32789-2622 |
| 117 REDTAIL PL | WINTER SPGS, FL 32708-5626 |
| 907 OLD ENGLAND AVE | WINTER PARK, FL 32789-2622 |
| 383 VISTAWILLA DR | WINTER SPGS, FL 32708-3804 |
| 108 SHELL FLOWER CV | WINTER SPGS, FL 32708-6180 |
| 119 REDTAIL PL | WINTER SPGS, FL 32708-5626 |
| 109 GOSHAWK TER | WINTER SPGS, FL 32708-5628 |
| 1331 WINTER SPRINGS BLVD | WINTER SPGS, FL 32708-3806 |
| 323 CIRCLE DR | MAITLAND, FL 32751-6458 |
| PO BOX 1800 | ORLANDO, FL 32802-1800 |
| 214 HEATHERWOOD CT | WINTER SPGS, FL 32708-6177 |
| 114 REDTAIL PL | WINTER SPGS, FL 32708-5624 |
| STE 300 | ORLANDO, FL 32801-3235 |
| 122 REDTAIL PL | WINTER SPGS, FL 32708-5624 |
| 103 GOLDEN CREST CT | WINTER SPGS, FL 32708-5622 |
| 124 REDTAIL PL | WINTER SPGS, FL 32708-5624 |
| 103 GOSHAWK TER | WINTER SPGS, FL 32708-5628 |
| 1126 E STATE ROAD 434 | WINTER SPGS, FL 32708-2715 |
| 102 REDTAIL PL | WINTER SPGS, FL 32708-5623 |

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| 907 OLD ENGLAND AVE | WINTER PARK, FL 32789-2622 |
| 323 CIRCLE DR | MAITLAND, FL 32751-6458 |
| 130 REDTAIL PL | WINTER SPGS, FL 32708-5625 |
| 105 GOSHAWK TER | WINTER SPGS, FL 32708-5628 |
| 323 CIRCLE DR | MAITLAND, FL 32751-6458 |
| 131 REDTAIL PL | WINTER SPGS, FL 32708-5626 |
| STE 565 | ORLANDO, FL 32819-5644 |
| 110 GOSHAWK TER | WINTER SPGS, FL 32708-5627 |
| 107 GOSHAWK TER | WINTER SPGS, FL 32708-5628 |
| 323 CIRCLE DR | MAITLAND, FL 32751-6458 |
| 323 CIRCLE DR | MAITLAND, FL 32751-6458 |
| 104 REDTAIL PL | WINTER SPGS, FL 32708-5623 |
| STE 101 | WINTER SPGS, FL 32708-6418 |
| 125 REDTAIL PL | WINTER SPGS, FL 32708-5626 |
| 133 REDTAIL PL | WINTER SPGS, FL 32708-5626 |
| 106 REDTAIL PL | WINTER SPGS, FL 32708-5623 |
| 109 REDTAIL PL | WINTER SPGS, FL 32708-5626 |
| 118 REDTAIL PL | WINTER SPGS, FL 32708-5624 |
| 323 CIRCLE DR | MAITLAND, FL 32751-6458 |
| 323 CIRCLE DR | MAITLAND, FL 32751-6458 |
| 539 S MAIN ST | FINDLAY, OH 45840-3229 |

**CITY OF WINTER SPRINGS**
**COMMUNITY DEVELOPMENT DEPARTMENT**
**1126 East State Road 434**
**Winter Springs, Florida 32708**
customerservice@winterspringsfl.org

**October 18, 2023**

# CITY OF WINTER SPRINGS
# NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Planning & Zoning Board/Local Planning Agency (PZB/LPA) and the City Commission (CC) of the City of Winter Springs, Florida will hold public hearings at the Winter Springs City Hall Commission Chambers, 1126 East State Road 434, in order to consider an application for a Site Application, Aesthetic Review, and First Modification to the Development Agreement in order to operate a coffee shop on the subject property.

| | |
|---|---|
| Subject Property: | Tax Parcel ID #05-21-31-505-0000-0020 (±8.76 acres; site: 8,644 sq.ft.) |
| Address: | 1491 E. State Road 434, Winter Springs, FL 32708 |
| Applicant: | Christopher Potts |
| Public Hearings: | **Planning & Zoning Board/Local Planning Agency (PZB/LPA)**<br>November 02, 2023 at 5:30 p.m. or soon thereafter |
| | **City Commission (CC)**<br>December 11, 2023 at 6:30 p.m. or soon thereafter |

**Public Participation Opportunities:**

Members of the public may view the agenda, ordinances, public applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Winter Springs meeting calendar at winterspringsfl.org/calendar

Interested persons may submit their written comments or questions prior to the meeting through email at cityclerkdepartment@winterspringsfl.org. Any electronic comments submitted will be made part of the meeting record.

Listening in Real Time. Interested persons are encouraged to listen to the hearings live by accessing the meetings at the following internet address:

- City of Winter Springs meeting calendar at winterspringsfl.org/calendar

However, the City is not responsible for technical difficulties that may occur while attempting to listen to the meeting on the internet.

Written comments are welcome advance within three (3) business day of the scheduled meeting via email to customerservice@winterspringsfl.org or by mail to the following address:

City of Winter Springs
Attn.: Talbert Jackson
1126 E. State Road 434
Winter Springs, FL 32708

Members of the public may view the project application, supporting documents, and the Staff Report on the City's website at www.winterspringsfl.org prior to attending or commenting. These documents and information pertaining to the above case may also be inspected at the Community Development Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday or by calling 407-327-5963.

**Party Intervenor Requests:**
Pursuant to Section 2-30 of the City Code, persons requesting to be formally declared a party intervenor for purposes of presenting factual and expert testimony and evidence at the quasi-judicial hearing are required to file an application at least seven (7) days prior to the scheduled hearing.

The Party Intervenor Form is available at www.winterspringsfl.org/cd/page/party-intervenor-form or by contacting customer service at customerservice@winterspringsfl.org.

**General Notice Requirements:**
This informational notice is being provided as a courtesy to all surrounding property owners. No action is required on your part.

Interested parties are hereby advised that they may appear at said hearings and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Commission with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Local Planning Agency and City Commission reserve the right to continue or postpone hearings to a date certain without re-advertising. The Planning and Zoning Board/Local Planning Agency meeting may include the attendance of one (1) or more members of the City Commission, who may or may not participate in the Board discussions held at its public hearing.

The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Winter Springs, listed below, at least 48 hours prior to the meeting:

Christian Gowan, City Clerk, 1126 E. State Road 434, Winter Springs, by telephone at 407-327-5955 or via email at cityclerkdepartment@winterspringsfl.org.

Please find enclosed a location map for subject property. If there are any questions or clarifications necessary, please feel free to contact tjackson@winterspringsfl.org.

Sincerely,

Talbert Jackson
Senior City Planner

# Project Site

## Parcel ID #05-21-31-505-0000-0020

# POSTPONED

# Ellianos Coffee Shop

**CASE NUMBER(S): SP2023-0034 & AR2023-00000035**

**Subject Property**:
Tax Parcel ID #05-21-31-505-0000-0020 (±8.76 acres; site: 8,831 sq.ft.)
**Address:**
1491 E. State Road 434, Winter Springs, FL 32708

**Applicant:**
Christopher Potts

**CITY OF WINTER SPRINGS**
**COMMUNITY DEVELOPMENT DEPARTMENT**
**1126 East State Road 434**
**Winter Springs, Florida 32708**
customerservice@winterspringsfl.org

**September 22, 2023**

# CITY OF WINTER SPRINGS
# NOTICE OF PUBLIC HEARINGS

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| | |
|---|---|
| Subject Property: | Tax Parcel ID #05-21-31-505-0000-0020 (±8.76 acres; site: 8,831 sq.ft.) |
| Address: | 1491 E. State Road 434, Winter Springs, FL 32708 |
| Applicant: | Christopher Potts |
| Public Hearings: | **Planning & Zoning Board/Local Planning Agency (PZB/LPA)**<br>October 5, 2023 at 5:30 p.m. or soon thereafter |
| | **City Commission (CC)**<br>October 23, 2023 at 6:30 p.m. or soon thereafter |

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- City of Winter Springs meeting calendar at winterspringsfl.org/calendar

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Attn.: Talbert Jackson
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Winter Springs, FL 32708

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Christian Gowan, City Clerk, 1126 E. State Road 434, Winter Springs, by telephone at 407-327-5955 or via email at cityclerkdepartment@winterspringsfl.org.

Please find enclosed a location map for subject property. If there are any questions or clarifications necessary, please feel free to contact tjackson@winterspringsfl.org.

Sincerely,

Talbert Jackson
Senior City Planner

# Project Site

## Parcel ID #05-21-31-505-0000-0020

# COMMUNITY WORKSHOP

Date: Wednesday, September 6 @ 6:00 P.M.

Location: 126 E. State Road 434 Suite 1600, Winter Springs, FL 32708

Community Workshop to consider the Final Engineering Plans, Aesthetic Review, and Development Agreement.

Project: Elliano's Coffee Shop – Winter Springs

Location: South side of SR 434 just west of Vistawilla Drive
Parcel ID: 05-21-31-505-0000-0020
Acreage: ± 8.35 acres
Zoning: Planned Unit Development (PUD)
Future Land Use: Commercial
Applicant/Presenter: Tim Boehlein, PE

2/3.00

ORDINANCE NO. 489

AN ORDINANCE OF THE CITY OF WINTER SPRINGS, FLORIDA, ADOPTING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF WINTER SPRINGS, FLORIDA AND THE WINTER SPRINGS DEVELOPMENT JOINT VENTURE; PROVIDING FOR A DEVELOPMENT ORDER; AMENDING ANNEXATION ORDINANCE NO. 64; WAIVING MULTI-FAMILY DWELLING UNIT DENSITY LIMITS PURSUANT TO SECTION 20-354, CODE OF WINTER SPRINGS; PROVIDING FOR A CERTIFIED MAP; PROVIDING FOR CONFLICTS, SERVABILITY, AND EFFECTIVE DATE.

OFFICIAL RECORDS BOOK 2277 PAGE 0464 SEMINOLE CO. FL.

WHEREAS, on October 11, 1971, the Village of North Orlando, Florida, predecessor to the City, adopted Ordinance No. 64 ("Annexation Ordinance"), which Annexation Ordinance annexed certain property comprising what is commonly known as the Tuscawilla Planned Unit Development (the "Tuscawilla PUD"), into the Village of North Orlando, Florida; and

WHEREAS, the Tuscawilla PUD originally consisted of approximately thirty-five hundred acres (3,500) and was approved for development of nine thousand seven hundred forty-seven (9,747) total dwelling units; and

WHEREAS, the Annexation Ordinance provided for the development of the Tuscawilla PUD based upon an overall development plan and set forth requirements for open space, recreation space, and other development matters; and

WHEREAS, subsequent to the Annexation Ordinance, the Tuscawilla PUD was developed in accordance with the approved overall development plan, subject to certain amendments which redesignate the uses of several parcels within Tuscawilla PUD, all of which amendments were in compliance with the overall Tuscawilla PUD concept to better utilize open space and allocate densities within Tuscawilla PUD; and

WHEREAS, pursuant to such amendments, the overall density of Tuscawilla PUD was reduced; and

WHEREAS, the developers of the Tuscawilla PUD have asserted that the Tuscawilla PUD was designed with the concept of a central core (the "Central Core") of commercial property, in the parcel commonly known as Parcel 61, to service the entire

MARYANNE MORSE CLERK OF CIRCUIT COURT SEMINOLE COUNTY, FL. 1357[illegible]

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© City of Winter Springs

Tuscawilla PUD, which Central Core was integral in the design of the overall road system and infrastructure of the entire Tuscawilla PUD; and

WHEREAS, On January 14, 1988, Gulfstream Housing Corp., successor by merger to Winter Springs Development Corporation, entered into a contract to sell certain real property to D & M Investments, which property was located in the Central Core, which contract was subsequently assigned by Gulfstream Housing Corp. to WSDJV; and

WHEREAS, the developers of the Tuscawilla PUD have asserted it was intended under the said Contract that the Central Core property be developed with a commercial use; and

WHEREAS, the developers thereafter sought to develop a shopping center within the Central Core; and

WHEREAS, a dispute arose as to the right of the developers of the Tuscawilla PUD to develop a shopping center within the Central Core, which resulted in negotiations between WSDJV and the City and ultimately to a series of public hearings to determine vested rights of WSDJV to develop the Central Core with a commercial use; and

WHEREAS, the City Commission ruled on June 19, 1989, that WSDJV did not have vested rights to develop the Central Core as a shopping center; and

WHEREAS, based upon the aforedescribed denial, WSDJV filed a Petition for Writ of Certiorari and Amended Petition for Writ of Certiorari in the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida (the "Court"), Case No. 89-3589-CA-17-L, Winter Springs Development Joint Venture, a Floriaa joint venture, through its General Partner, Gulfstream Housing Corp., successor by merger to Winter Springs Development Corporation, Petitioner, v. City of Winter Springs, a Florida municipal corporation, Respondent (the "Petition"); and

WHEREAS, in an attempt to resolve the issue surrounding the Petition, WSDJV and The City agreed to a mediation of this matter approved by the Court, which mediation was held on February 2,



SEMINOLE CO. FL. BOOK 2277 PAGE 0463

1990; and

WHEREAS, as a method of settlement of the Petition and the issues surrounding the development of the Central Core, WSDJV and The City agreed to review the land uses for the remaining undeveloped properties within the Tuscawilla PUD and amend the Tuscawilla PUD to reallocate land uses and densities in a manner to better utilize open space and allocate densities within the Tuscawilla PUD and in keeping with the original approvals granted relative thereto; and

SEMINOLE CO. FL. BOOK 2277 PAGE 0466

WHEREAS, the property remaining to be developed within the Tuscawilla PUD consists of approximately 367.2 acres (collectively the "Remaining Property") consisting of: approximately 32.2 acres designated as Parcel 14C ("Parcel 14C"), approximately 35.0 acres designated as Parcel 61 ("Parcel 61"), approximately 202.9 acres designated as Parcel 15 ("Parcel 15"), approximately 75.4 acres designated as Parcel 80 ("Parcel 80"), and approximately 20.7 acres designated as the Lake Jessup Property ("Lake Jessup Property"), which Remaining Property and the aforedescribed parcels are described on Composite Exhibit "A" attached to the Agreement and expressly incorporated herein by this reference; and

WHEREAS, pursuant to the Agreement, the total number of residential units and total commercial acreage in the Tuscawilla PUD will be reduced from the original approval; and

WHEREAS, the Agreement is in the best interest of The City and promotes the health, safety and welfare of the citizens of The City; and

WHEREAS, this Agreement does not constitute a substantial deviation pursuant to Section 380.06(19), Florida Statutes (1989), as amended, of the original approval granted to the Tuscawilla PUD; and

WHEREAS, The City has determined that it is in the best

interest of The City and its citizens to settle the Petition by adoption of this Agreement: and

WHEREAS, The City and WSDJV desire to amend the Tuscawilla PUD to reflect the matters set forth within the Agreement.

NOW, THEREFORE, THE CITY OF WINTER SPRINGS, FLORIDA, HEREBY ORDAINS:

SEMINOLE CO. FL.
2277 0467
BOOK PAGE

SECTION I:

The Agreement between the City of Winter Springs, Florida and Winter Springs Development Joint Venture, a Florida joint venture, attached hereto marked as Attachment "1", is hereby accepted and adopted by the City of Winter Springs, Florida, and made part of this Ordinance as if fully set forth herein.

SECTION II:

The Agreement shall constitute a development order pursuant to Chapter 163, Florida Statutes (1989), as amended, and shall govern the City and the developer accordingly.

SECTION III:

Annexation Ordinance No. 64 is hereby amended pursuant to the terms of the attached Agreement, and any and all approval, master plans, submissions and other similar matters affecting the remaining property of the Tuscawilla PUD are hereby automatically amended to conform to and reflect the provisions of the Agreement.

SECTION IV:

Pursuant to Section 20-354(b)(4), Code of Winter Springs, the maximum allowed number of dwelling units per gross residential acre for multi-family dwelling units within the Tuscawilla PUD is hereby waived to the extent permitted under the Agreement, upon recommendations from the Planning and Zoning Board.

SECTION V:

Attached to the Agreement as Exhibit "B" is a proposed land use plan of the remaining undeveloped property of Tuscawilla PUD. Exhibit "B" of the Agreement is hereby adopted, approved, and certified as the land use plan of the remaining undeveloped

properties in the Tuscawilla PUD.

SECTION VI:

All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

SECTION VII:

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

SECTION VIII:

This ordinance shall take effect immediately upon its final passage and adoption.

Passed and adopted this 23rd day of July, 1990.

CITY OF WINTER SPRINGS

Leanne M. Grove

LEANNE M. GROVES, MAYOR

ATTEST:

Mary T. Fortson

CITY CLERK

First Reading: May 14, 1990 Second ~~First~~ Reading June 11, 1990

Posted: May 18, 1990

Public Hearing and ~~Second~~ Third Reading: June 25, 1990

THIS INSTRUMENT WAS PREPARED BY: ATTORNEY FRANK KRUPPENBACHER
HONIGMAN, MILLER, SCHWARZ & COHN
390 N. ORANGE AVE., SUITE 1300
ORLANDO, FLORIDA 32801

SEMINOLE CO. FL.
BOOK 2277 PAGE 0468

BOOK PAGE
2277 0468
SEMINOLE CO. FL.

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**SETTLEMENT AGREEMENT AND AMENDMENT TO ANNEXATION ORDINANCE NO. 64, THE TUSCAWILLA PLANNED UNIT DEVELOPMENT, MASTER PLAN FOR THE TUSCAWILLA PLANNED UNIT DEVELOPMENT AND RELATED MATTERS**

THIS SETTLEMENT AGREEMENT AND AMENDMENT TO ANNEXATION ORDINANCE NO. 64, THE TUSCAWILLA PLANNED UNIT DEVELOPMENT, MASTER PLAN FOR THE TUSCAWILLA PLANNED UNIT DEVELOPMENT AND RELATED MATTERS (the "Agreement"), is made and entered into as of the ____ day of _____, 1990, by and between WINTER SPRINGS DEVELOPMENT JOINT VENTURE, a Florida general partnership (hereinafter referred to as "WSDJV"), and THE CITY OF WINTER SPRINGS, FLORIDA, a Florida municipal corporation (hereinafter referred to as the "City").

W I T N E S S E T H:

WHEREAS, on October 11, 1971, the Village of North Orlando, Florida, predecessor to the City, adopted Ordinance No. 64 (the "Annexation Ordinance"), which Annexation Ordinance annexed certain property comprising what is commonly known as the Tuscawilla Planned Unit Development (the "Tuscawilla PUD") into the Village of North Orlando, Florida; and

WHEREAS, the Tuscawilla PUD originally consisted of approximately 3,500 acres and was approved for development of 9,747 total dwelling units; and

WHEREAS, the Annexation Ordinance provided for the development of the Tuscawilla PUD based upon an overall development plan and set forth requirements for open space, recreation space and other development matters; and

WHEREAS, subsequent to the Annexation Ordinance, the Tuscawilla PUD was developed in accordance with the approved overall development plan, subject to certain amendments which redesignated uses of several parcels within the Tuscawilla PUD, all of which amendments were in compliance with the overall Tuscawilla PUD concept and approvals in effect, and were effectuated in order to better utilize open space and allocate densities within the Tuscawilla PUD; and

WHEREAS, pursuant to such amendments, the overall density of the Tuscawilla PUD was reduced; and

WHEREAS, the developers of the Tuscawilla PUD have asserted that the Tuscawilla PUD was designed with the concept of a central core (the "Central Core") of commercial property, in the parcel commonly known as Parcel 61, to service the entire Tuscawilla PUD, which Central Core was integral in the design of

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MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.
13747



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the overall road system and infrastructure of the entire Tuscawilla PUD; and

WHEREAS, on January 14, 1988, Gulfstream Housing Corp., successor by merger to Winter Springs Development Corporation, entered into a Contract to Sell certain real property to D & M Investments, which property was located in the Central Core, which contract was subsequently assigned by Gulfstream Housing Corp. to WSDJV; and

WHEREAS, the developers of the Tuscawilla PUD have asserted it was intended under the said Contract that the Central Core property be developed with a commercial use; and

WHEREAS, the developers thereafter sought to develop a shopping center within the Central Core; and

WHEREAS, a dispute arose as to the right of the developers of the Tuscawilla PUD to develop a shopping center within the Central Core; and

WHEREAS, the City refused to allow a shopping center development within the Central Core; and

WHEREAS, such denial led a series of discussions and negotiations between WSDJV and the City and ultimately to a series of public hearings to determine vested rights of WSDJV to develop the Central Core with a commercial use; and

WHEREAS, the City Commission ruled on June 19, 1989, that WSDJV did not have vested rights to develop the Central Core as a shopping center; and

WHEREAS, based upon the aforedescribed denial, WSDJV filed a Petition for Writ of Certiorari and Amended Petition for Writ of Certiorari in the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida (the "Court"), Case No. 89-3589-CA-17-L, Winter Springs Development Joint Venture, a Florida joint venture, through its General Partner, Gulfstream Housing Corp., successor by merger to Winter Springs Development Corporation, Petitioner v. City of Winter Springs, a Florida municipal corporation, Respondent (the "Petition"); and

WHEREAS, in an attempt to resolve the issues surrounding the Petition, WSDJV and the City agreed to a mediation of this matter, approved by the Court, which mediation was held on February 2, 1990; and

WHEREAS, as a method of settlement of the Petition and the issues surrounding the development of the Central Core, WSDJV and the City agreed to review the land uses for the remaining undeveloped properties within the Tuscawilla PUD and amend the

Tuscawilla PUD to reallocate land uses and densities in a manner to better utilize open space and allocate densities within the Tuscawilla PUD and in keeping the original approvals granted relative thereto; and

WHEREAS, the property remaining to be developed (which shall not include real property which presently has or is presently being reviewed for site plan approval, plat approval, building permits, or other similar approvals or matters) within the Tuscawilla PUD consists of approximately 366.3 acres (collectively the "Remaining Property") consisting of: approximately 32.3 acres designated as Parcel 14C ("Parcel 14C"), approximately 35.0 acres designated as Parcel 61 ("Parcel 61"), approximately 201.3 acres designated as Parcel 15 ("Parcel 15"), approximately 77.0 acres designated as Parcel 80 ("Parcel 80"), and approximately 20.7 acres designated as the Lake Jessup Property (the "Lake Jessup Property"), which Remaining Property and the aforedescribed parcels are described on Composite Exhibit "A" attached hereto and expressly incorporated herein by this reference; and

WHEREAS, pursuant to this Agreement, the total number of residential units and total commercial acreage in the Tuscawilla PUD will be reduced from the original approval; and

WHEREAS, this Agreement is in the best interest of the City and will promote the health, safety and welfare of the citizens of the City; and

WHEREAS, this Agreement does not constitute a substantial deviation pursuant to Section 380.06(19), Florida Statutes (1989), as amended, of the original approval granted to the Tuscawilla PUD; and

WHEREAS, notice of intent to consider this Agreement has been properly published and given; and

WHEREAS, the City has determined that it is in the best interest of the the City and its citizens to settle the Petition by adoption of this Agreement; and

WHEREAS, the City and WSDJV desire to amend the Tuscawilla PUD to reflect the matters set forth herein.

NOW THEREFORE, for and in consideration of settlement of the Petition and other and good and valuable consideration, WSDJV and the City hereby agree as follows:

1. The foregoing recitals are true, correct and accurately reflect the matters affecting the Tuscawilla PUD and the Petition as of the date hereof and such recitals are expressly incorporated herein by this reference.



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2. The Remaining Property shall be developed in the following manner:

| PARCEL | ACREAGE | LAND USE | UNITS |
|---|---|---|---|
| 14C | 31.2 | Single Family | 125 |
| | 1.1 | Seneca Boulevard | -- |
| 61 | 33.0 | Single Family | 198 |
| | 1.4 | Commercial | -- |
| | 0.6 | Service Road | -- |
| 15 | 67.0 | Commercial | -- |
| | 104.0 | Single Family | 416 |
| | 25.2 | Multi-Family | 504 |
| | 3.6 | Vistawilla Drive | -- |
| | 1.5 | Fire Station | -- |
| 80 | 74.0 | Multi-Family | 1,480 |
| | 3.0 | Tuscora Drive | -- |
| Lake Jessup Property | 20.7 | Multi-Family | 166 |
| TOTAL | 366.3 | | 2,889 |

3. The acreages described within each Parcel are approximate acreages only and shall be finalized at such time as a final survey of each parcel is obtained. Therefore, the legal descriptions set forth on Composite Exhibit "A" are subject to revisions based upon such final surveys and sound land planning techniques, it being the intent of this Agreement that this Agreement be inclusive of all remaining undeveloped real property within the aforedescribed parcels within the Tuscawilla PUD as of the date hereof; provided, however, no boundary of any such parcel shall be expanded by more than one hundred (100) additional feet.

4. The units set forth herein for the multi-family and single family designations are the maximum allowable units within each such parcel and the acreages set forth herein for the commercial designations are the maximum allowable acreages for commercial property within each such parcel. Notwithstanding the foregoing, WSDJV shall have the right to request minor revisions to such allocations and redistribute units within such parcels to accommodate sound land planning techniques, provided the overall units and commercial acreages on a gross basis do not exceed those set forth above, subject to the applicable provisions of the City Codes.



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5. The land use designations set forth herein are inclusive of less intensive uses under the City Codes for development of the Remaining Property, subject to the regulations of applicable governmental agencies.

6. Within the land use classifications set forth herein, such classifications shall be inclusive of all permitted uses within such land use under the City Codes and ordinances in effect as of the date hereof; provided, however, commercial shall include those uses set forth on Exhibit "B" attached hereto and expressly incorporated herein.

7. Attached hereto as Exhibit "C" and expressly incorporated herein by this reference is a depiction of the Remaining Property and the land uses associated therewith. Attached hereto as Exhibit "D" and expressly incorporated herein by this reference is a depiction of Parcel 15 and the land uses associated therewith. Exhibits "C" and "D" are intended for reference only as the City and WSDJV acknowledge that the land uses shown thereon are an approximation only as to boundaries and the boundaries of such land uses may vary in order to make better use of the Remaining Property in keeping the terms and provisions of this Agreement; provided, however, no boundary of any such parcel shall be expanded by more than one hundred (100) additional feet. The parties agree that Exhibits "C" and "D" shall collectively constitute the certified map and plan of the Remaining Property in the Tuscawilla PUD. Access points and roadways show the number and approximate location of such matters, which location will be finally determined at the time of site plan approval and/or plat approval of the respective property such minor adjustments and revisions shall be permitted, provided such changes shall not result in an increase in the commercial acreage or units on such parcel, except as otherwise permitted herein or by City Codes.

8. WSDJV agrees to dedicate a one and one-half (1.5) usable acre site for a fire station located adjacent to State Road 434 in the residential section of Parcel 15, at the location depicted on Exhibit "C".

9. WSDJV shall be entitled to transportation impact fee and other impact fee credits for the dedication, planning, development and construction of Tuscora Drive and Vistawilla Drive, which road are determined to be collector roads and other public dedications in an amount equal to the impact fee credits permitted under the Transportation Impact Fee Ordinance or other applicable ordinances adopted or to be adopted by the City, for right-of-way, planning, design, development and construction of such roadways.

10. The access points of the Remaining Property along State Road 434 shall be of the number and in the approximate locations

as depicted on Exhibits "C" and "D"; however, said access points shall be subject to Florida Department of Transportation requirements, guidelines and standards.

11. In the event of any conflict between this Agreement and any other ordinance, approval or similar matter regarding the Tuscawilla PUD, this Agreement shall control and govern the rights and obligations of the parties hereto and such approval or similar matter.

12. Any and all approval, master plans, plans, submissions and other similar matters affecting the Remaining Property are hereby automatically amended to conform to and reflect the provisions and intent of this Agreement.

13. Buffering of the Remaining Property shall be subject to the provisions of the applicable City Codes at the time of site plan approval.

14. In order to develop the Remaining Property, WSDJV shall be required to comply with the applicable City Codes, it being the intent of this Agreement that this Agreement constitutes a revision to the approved map and master plan of the Tuscawilla PUD and that in order to develop any portion of the Remaining Property, the remaining approvals necessary consist only of site plan, final development plan or plat approval and preliminary and final engineering approval, as provided by the aforedescribed City Codes regarding Planned Unit Developments and specifically Chapter 20, Article IV, Division 2, Part A, which applies to the Remaining Property.

15. WSDJV agrees that the City may, at any time, adopt a special tax district encompassing that portion of the Remaining Property and other property located adjacent to State Road 434 from the eastern boundary line of the City to State Road 419, for improvements and beautification of State Road 434.

16. WSDJV agrees to grant and convey a ten foot (10') easement to the City over and across the southern boundary of Parcel 14C and continuing along the southern boundary of the adjacent real property owned by WSDJV in the City of Oviedo, Florida, to State Road 426, on or before thirty (30) days from the date this Agreement becomes final and is no longer subject to appeal.

17. It is the intent of the parties that although the Petition be dismissed without prejudice, the Court shall retain jurisdiction over this matter and specifically with regard to this Agreement, in order that any disputes hereunder shall be resolved by the Court, pursuant to such proceedings as the Court may deem necessary in order to accomplish the foregoing. Neither party hereto admits to any liability whatsoever with regard to

the Petition and the subject matter thereof. Further, this Agreement is in no way intended to affect the appropriateness or inappropriateness of either parties' position or circumstances with regard to the Petition or the events, circumstances and subject matter thereof. In the event that the Court, at any time, determines not to retain jurisdiction over this matter, the parties hereby expressly waive and agree not to assert the defenses of statute of limitations and laches in any subsequent action related hereto.

18. This Agreement shall inure to the benefit of and be binding upon the City and WSDJV and its or their respective successors and assigns.

19. The rights and obligations of WSDJV hereunder are fully assignable and transferable, including but not limited to, in the event any portion of the Remaining Property is conveyed by WSDJV, and in such event the City shall look solely to such transferee or assignee for the performance of all obligations, covenants, conditions and agreements pursuant to the terms of this Agreement.

20. This Agreement contains the entire agreement of the parties hereto. Any change, modification, or amendment to this Agreement shall not be binding upon any of the parties hereto, unless such change, modification or amendment is by ordinance and in writing and executed by both the City and WSDJV and adopted by the City by ordinance.

21. This Agreement shall be interpreted pursuant to the laws of the State of Florida.

22. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason, and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

23. In the event of any controversy or dispute arising between the City and WSDJV in connection with this Agreement, including without limitation, in any settlement, in any declaratory action, at trial or in any appellate proceeding, the prevailing party shall be entitled to recover any and all costs and expenses associated therewith, in whatsoever nature or form, including without limitation, reasonable attorneys' fees, paralegal fees, legal assistants' fees, expert witness fees and other professional fees and expenses associated therewith.

24. This Agreement and any modification or amendments hereto

may be recorded in the Public Records of Seminole County, Florida; however, failure to record this Agreement or any modification or amendment hereto shall in no way invalidate same.

IN WITNESS WHEREOF, the City and WSDJV have executed this Agreement as of the date and year first written above.

"WSDJV"

WINTER SPRINGS DEVELOPMENT JOINT VENTURE, a Florida general partnership

Signed, sealed and delivered in the presence of:

BY: GULFSTREAM HOUSING CORP., a Delaware corporation, General Partner

By: J. Glenn Marv[illegible]
J. Glenn Marv[illegible],
Vice Preside[illegible]

(CORPORATE SEAL)

BY: HOME CAPITAL CORP., a California corporation, General Partner

By: Louis E. Vogt
Louis E. Vogt,
Vice President

By: Joy DeCaro
Joy DeCaro,
Assistant Secretary

(CORPORATE SEAL)



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SEMINOLE CO. FL.

THE "CITY"

THE CITY OF WINTER SPRINGS
FLORIDA, a Florida municipal
corporation

Attest: Mary T. Norton
Mary T. Norton,
City Clerk

By: Leanne M. Grove
Leanne M. Grove,
Mayor



/C/DAH
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OFFICIAL RECORDS
BOOK PAGE
2277 0478
SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J. GLENN MARVIN, III, as Vice President of GULFSTREAM HOUSING CORP., a Delaware corporation, which corporation is a General Partner of WINTER SPRINGS DEVELOPMENT JOINT VENTURE, a Florida general partnership, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed, on behalf of the partnership.

WITNESS my hand and official seal in the County and State last aforesaid, this 17th day of September, 1990.

Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 25, 1994
BONDED THRU ASHTON AGENCY, INC.

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LOUIS E. VOGT, as Vice President of HOME CAPITAL CORP., a California corporation, which corporation is a General Partner of WINTER SPRINGS DEVELOPMENT JOINT VENTURE, a Florida general partnership, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed, on behalf of the partnership.

WITNESS my hand and official seal in the County and State last aforesaid, this 14th day of September, 1990.

Notary Public
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 31, 1992
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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2277 0479

SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOY DeCARO, as Assistant Secretary of HOME CAPITAL CORP., a California corporation, which corporation is a General Partner of WINTER SPRINGS DEVELOPMENT JOINT VENTURE, a Florida general partnership, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed, on behalf of the partnership.

WITNESS my hand and official seal in the County and State last aforesaid, this 11th day of September, 1990.

Notary Public
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAR 24 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LEANNE M. GROVE, as Mayor and attested by MARY T. NORTON, as City Clerk of THE CITY OF WINTER SPRINGS, FLORIDA, a Florida municipal corporation, to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein expressed, on behalf of the municipality.

WITNESS my hand and official seal in the County and State last aforesaid, this 11th day of September, 1990.

Notary Public
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DECEMBER 04, 1990
BONDED THRU ASHTON AGENCY, INC.



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COMPOSITE EXHIBIT "A"

PARCEL 14C

OFFICIAL RECORDS
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DESCRIPTION:

Tracts A, B, D, E and Retention Area C, TUSCAWILLA UNIT 14C, as recorded in Plat Book 36, Pages 11 and 12 of the Public Records of Seminole County, Florida.

LEGIBILITY NOT SATISFACTORY FOR MICROGRAPHICS

PARCEL 61

PARCEL 1 - DESCRIPTION:

From the centerline of intersection of Winter Springs Boulevard and Northern Way, as shown in plat of Winter Springs Unit Four as recorded Plat Book 18, Pages 6, 7 and 8, Public Records of Seminole County, Florida; run N.86°23'05"E. along the centerline of Winter Springs Boulevard 282.85 feet; thence N.03°36'55"W. 60.00 feet to the point of beginning on the North right-of-way line of Winter Springs Boulevard (120' R/W); thence run S.86°23'05"W. along said North right-of-way line 217.85 feet to the point of curvature of a curve concave Northeasterly, and having a radius of 25.00 feet; thence run Northwesterly along the arc of said curve 39.27 feet through a central anlge of 90° 00'00" to the point of tangency on the East right-of-way line of Northern Way (80' R/W); thence run N.03°36'55"W, along said East right-of-way line 90.78 feet to the point of curvature of a curve concave Easterly and having a radius of 1893.55 feet; thence run Northerly along the arc of said curve 84.25 feet through a central angle of 02° 32'57" to a point; thence leaving said East right-of-way line, run N.86°23'05"E. 270.83 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 27.83 feet; thence run Southeasterly along the arc of said curve 40.44 feet through a central angle of 83°14'41" to the point of tangency; thence run S.10°22'14"E. 173.85 feet to a point on the aforesaid North right-of-way line of Winter Springs Boulevard, said point being on a curve concave Northerly, and having a radius of 1085.92 feet; thence from a tangent bearing of S.82°16'07"W., run Westerly along the arc of said curve and along said Northerly right-of-way line 78.01 feet through a central angle of 04°06'58" to the point of beginning, containing 1.4112± acres.

PARCEL 61

DESCRIPTION OF PARCEL 2

From the centerline of intersection of Winter Springs Boulevard and Northern Way as shown in plat of WINTER SPRINGS UNIT FOUR, as recorded in Plat Book 18, Pages 6, 7 & 8, Public records of Seminole County, Florida, run N.86°23'05"E. along the centerline of Winter Springs Boulevard 282.85 feet; thence N.03°36'55"W. 60.00 feet to a point on the North right of way line of said Winter Springs Boulevard, said point being on a curve concave Northerly and having a radius of 1085.92 feet; thence from a tangent bearing of N.86°23'05"E. run Easterly along the arc of said curve and along said Northerly right of way line 78.01 feet through a central angle of 04°06'58" to the point of beginning; thence leaving said Northerly right of way line, run N.10°22'14"W. 173.85 feet to the point of curvature of a curve concave Southwesterly and having a radius of 27.83 feet; thence run Northwesterly along the arc of said curve 40.44 feet through a central angle of 83°14'41" to the point of tangency; thence run S.86°23'05"W. 270.83 feet to a point on the Easterly right of way line of Northern Way (80' R/W) said point being on a curve concave Easterly and having a radius of 1893.55 feet; thence from a tangent bearing of N.01°03'58"W. run Northerly along the arc of said curve and along said Easterly right of way line 50.08 feet through a central angle of 01°30'56" to a point; thence leaving said Easterly right of way line run N.86°23'05"E. 267.96 feet to the point of curvature of a curve concave Southwesterly and having a radius of 77.82 feet; thence run Southeasterly along the arc of said curve 113.07 feet through a central angle of 83°14'41" to the point of tangency; thence run S.10°22'14"E. 175.00 feet to a point on the aforesaid Northerly right of way line of Winter Springs Boulevard, said point being on a curve concave Northerly and having a radius of 1085.92 feet; thence from a tangent bearing of S.79°37'46"W. run Westerly along the arc of said curve and along said Northerly right of way line 50.02 feet through a central angle of 02°38'21" to the point of beginning, containing therein 0.5979 acres more or less.

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**PARCEL 61**

DESCRIPTION - PARCEL "A"

From the centerline intersection of Winter Springs Boulevard and Northern Way, as shown on the plat of Winter Springs Unit 4, recorded in Plat Book 18, Pages 6, 7 and 8, Public Records of Seminole County, Florida; run N.03°36'55"W. along the centerline of Northern Way 175.78 feet; thence N.86°23'05"E. 40.00 feet to a point on the East right-of-way line of Northern Way, said point being the point of curvature of a curve concave Easterly and having a radius of 1893.55 feet; run thence Northerly along said right-of-way line and along the arc of said curve 309.34 feet through a central angle of 09°21'36" to the point of beginning; thence continue Northerly along the arc of said curve 453.33 feet through a central angle of 13°43'01"; thence run S.70°32'18"E. 151.81 feet; thence N.26°12'27"E. 203.35 feet to the South line of a 110 foot wide Florida Power and Light Company Easement; thence N.54°05'37"W. along said South line 164.00 feet to said East right-of-way line of Northern Way; thence N.25°22'55"E. along said East right-of-way line 126.74 feet to the point of curvature of a curve concave Southeasterly and having a radius of 410.00 feet; run thence Northeasterly along the arc of said curve 430.83 feet through a central angle of 60°12'23" to the point of reverse curvature of a curve concave Northwesterly and having a radius of 296.47 feet; run thence Northeasterly 177.65 feet along the arc of said curve through a central angle of 34°06'09" to the South line of 100 foot wide Florida Power Corporation Easement; thence S.85°10'12"E. along said South line 904.73 feet; thence S.27°45'05"E. 179.07 feet to the Northerly right-of-way line of Winter Springs Boulevard, said right-of-way line being on a curve concave Southeasterly and having a radius of 1215.18 feet; thence from a tangent bearing of S.62°14'55"W. run Southwesterly along said right-of-way line and along the arc of said curve 737.53 feet through a central angle of 34°46'29" to the point of tangency; thence S.27°28'26"W. 261.56 feet to the point of curvature of a curve concave Northwesterly and having a radius of 1085.92 feet; run thence Southwesterly along the arc of said curve 968.49 feet; thence N.10°22'19"W. 50.00 feet to the beginning of a curve concave Northwesterly and having a radius of 1035.92 feet; thence from a tangent bearing of N.79°37'46"E. run Northeasterly along the arc of said curve 170.78 feet through a central angle of 09°26'44"; thence N.19°48'58"W. 315.30 feet; thence N.89°32'31"W. 419.75 feet to the Point Of Beginning, containing therein 32.99791 acres.

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DESCRIPTION:

That part of the MAP OF THE PHILLIP R. YOUNGE GRANT, as recorded in Plat Book 1, Pages 35 through 38 of the Public Records of Seminole County and that part of Sections 5 and 8, Township 21 South, Range 31 East, Seminole County, Florida, being described as follows:

Begin at the Northeast corner of said Section 8, Township 21 South, Range 31 East, Seminole County, Florida, thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8, for a distance of 205.56 feet to the Point of Intersection of the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W) with the Easterly Right-of-Way line of the Black Hammock Branch of Seaboard Coast line Railroad, said Point of Intersection being a point on a curve concave Northeasterly having a radius of 799.85 feet and a chord bearing of N 49°02'35" W; thence run Northwesterly along the arc of said curve and said Easterly Right-of-Way line through a central angle of 08°11'08" for a distance of 114.27 feet to a point on a curve concave Northeasterly having a radius of 651.23 feet and a chord bearing of N 20°36'17" W; thence run along the arc of said curve and said Easterly Right-of-Way line through a central angle of 54°35'00" for a distance of 620.40 feet; thence run N 06°21'38" E along said Easterly Right-of-Way line for a 1540.55 feet; thence leaving said Easterly Right-of-Way line run S 89°32'22" E along the South Right-of-Way line of State Road No. 434 (60' R/W) for a distance of 131.05 feet; thence run S 00°11'57" W along the East line of the Southeast 1/4 of Section 5, Township 21 South, Range 31 East for a distance of 1958.31 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Commence at the Northeast corner of Section 8, Township 21 South, Range 31 East, Seminole County, Florida, thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8 for a distance of 205.56 feet to the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W); thence run N 54°34'57" W along said Northerly Right-of-Way line for a distance of 293.14 feet to a point on a curve concave Southwesterly having a radius of 1959.19 feet and a chord bearing of N 66°56'09" W; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 24°44'10" for a distance of 845.83 feet to the point of tangency;

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thence run N 79°18'14" W along said Northerly Right-of-Way line for a distance of 691.26 feet to the point of curvature of a curve concave Southwesterly having a radius of 2612.09 feet; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 11°46'38" for a distance of 536.92 feet to the point of tangency; thence run S 88°55'08" W along said Northerly Right-of-Way line for a distance of 96.48 feet to the Easterly Right-of-Way line of Proposed Vistawilla Drive and a point on a curve concave Southeasterly having a radius of 460.00 feet and a chord bearing of N 44°53'28" E; thence run Northeasterly along the arc of said curve and said Easterly Right-of-Way line through a central angle of 69°00'18" for a distance of 554.01 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 790.00 feet and a chord bearing of N 44°50'50" E; thence run Northeasterly along the arc of said curve and said Easterly Right-of-Way line through a central angle of 69°05'33" for a distance of 952.65 feet to the POINT OF BEGINNING: thence continue Northerly along said Easterly Right-of-Way line and said curve having a radius of 790.00 feet and a chord bearing of N 05°22'51" E through a central angle of 09°50'25" for a distance of 135.68 feet to a point of non-tangency; thence run N 06°10'16" E along said Easterly Right-of-Way line for a distance of 100.50 feet; thence run N 00°27'38" E along said Easterly Right-of-Way line for a distance of 214.99 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet; thence run S 89°32'22" E along a line that is 25.00 feet South of and parallel with the South Right-of-Way line of State Road 434 for a distance of 404.53 feet; thence run N 00°27'38" E for a distance of 25.00 feet to said South Right-of-Way line; thence run S 89°32'22" E along said South Right-of-Way line for a distance of 639.86 feet to the West Right-of-Way line of the Black Hammock Branch of the Seaboard Coast Line Railroad; thence run S 06°21'38" W along said West Right-of-Way line for a distance of 502.66 feet; thence leaving said West Right-of-Way line run N 89°32'22" W for a distance of 1039.34 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Commence at the Northeast corner of Section 8, Township 21 South, Range 31 East, Seminole County, Florida, thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8 for a distance of 205.56 feet to the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W); thence run N 54°34'57" W along said Northerly Right-of-Way line for a distance of 293.14 feet to a

point on a curve concave Southwesterly having a radius of 1959.19 feet and a chord bearing of N 66°56'09" W; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 24°44'10" for a distance of 845.83 feet to the point of tangency; thence run N 79°18'14" W along said Northerly Right-of-Way line for a distance of 691.26 feet to the point of curvature of a curve concave Southwesterly having a radius of 2612.09 feet; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 11°46'38" for a distance of 536.92 feet to the point of tangency; thence run S 88°55'08" W along said Northerly Right-of-Way line for a distance of 178.11 to the Westerly Right-of-Way line of Proposed Vistawilla Drive; thence run N 10°23'19" E along said Westerly Right-of-Way line for a distance of 16.23 feet to the point of curvature of a curve concave Southeasterly having a radius of 540.00 feet; thence run along the arc of said curve and said Westerly Right-of-Way line through a central angle of 69°00'18" for a distance of 650.36 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 710.00 feet and a chord bearing of N 71°54'55" E; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 14°57'22" for a distance of 185.33 feet to the POINT OF BEGINNING; thence leaving said Westerly Right-of-Way line run N 30°22'39" W along a non-radial line for a distance of 356.04 feet; thence run N 89°52'39" W for a distance of 2250.00 feet; thence run N 00°07'21" E for a distance of 100.00 feet; thence run N 47°03'59" E for a distance of 292.95 feet; thence run N 00°07'21" E for a distance of 400.00 feet to the South Right-of-Way line of State Road No. 434 (60' R/W); thence run S 89°52'39" E along said South Right-of-Way line for a distance of 1580.00 feet; thence run S 89°32'22" E along said South Right-of-Way line for a distance of 611.08 feet; thence leaving said South Right-of-Way line run S 00°27'38" W for a distance of 25.00 feet; thence run S 89°32'22" E along a line 25.00 feet South of and parallel with said South Right-of-Way line for a distance of 395.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet; thence run S 00°27'38" W along the Westerly Right-of-Way line of Proposed Vistawilla Drive for a distance of 214.99 feet; thence run S 05°15'00" E along said Westerly Right-of-Way line for a distance of 100.50 feet to a point on a curve concave Northwesterly having a radius of 710.00 feet and a chord bearing of S 32°26'56" W; thence run Southwesterly along the arc of said curve and said Right-of-Way line through a central angle of 63°58'36" for a distance of 792.79 feet to the POINT OF BEGINNING.

Together containing a total of 66.968 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

OFFICIAL RECORDS BOOK 2277 PAGE 048
SEMINOLE CO. FL.

DESCRIPTION:

That part of the MAP OF THE PHILLIP R. YONGE GRANT, as recorded in Plat Book 1, Pages 35 through 38 of the Public Records of Seminole County and that part of Section 5, Township 21 South, Range 31 East, Seminole County, Florida, being described as follows:

Commence at the Northeast corner of Section 8, Township 21 South, Range 31 East, Seminole County, Florida, thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8 for a distance of 205.56 feet to the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W); thence run N 54°34'57" W along said Northerly Right-of-Way line for a distance of 293.14 feet to a point on a curve concave Southwesterly having a radius of 1959.19 feet and a chord bearing of N 66°56'09" W; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 24°44'10" for a distance of 845.83 feet to the point of tangency; thence run N 79°18'14" W along said Northerly Right-of-Way line for a distance of 162.82 feet to the POINT OF BEGINNING; thence continue N 79°18'14" W along said Northerly Right-of-Way line for a distance of 528.44 feet to the point of curvature of a curve concave Southwesterly having a radius of 2612.09 feet; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 11°46'38" for a distance of 536.92 feet to the point of tangency; thence run S 88°55'08" W along said Northerly Right-of-Way line for a distance of 96.48 feet to the Easterly Right-of-Way line of Proposed Vistawilla Drive and a point on a curve concave Southeasterly having a radius of 460.00 feet and a chord bearing of N 44°53'28" E; thence run Northeasterly along the arc of said curve and said Easterly Right-of-Way line through a central angle of 69°00'18" for a distance of 554.01 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 790.00 feet and a chord bearing of N 44°50'50" E; thence run Northeasterly along the arc of said curve and said Easterly Right-of-Way line through a central angle of 69°05'33" for a distance of 952.65 to a point of non-tangency; thence leaving said Easterly Right-of-Way line run S 89°32'22" E along a non-radial line for a distance of 1039.34 feet to the Westerly Right-of-Way line of the Black Hammock Branch of the Seaboard Coastline Railroad; thence run S 06°21'38" W along said Westerly Right-of-Way line for a distance of 525.90 feet to the point of curvature of a curve concave Westerly having a radius of 552.67 feet and a chord bearing of S 12°32'48" W; thence run Southwesterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 12°22'20" for a distance of 119.34 feet to a point on a curve concave Northwesterly

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SEMINOLE CO. FL.

having a radius of 656.13 feet and a chord bearing of S 51°12'30" W; thence run Southwesterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 77°02'04" for a distance of 882.17 feet to a point on a curve concave Northerly having a radius of 799.85 feet and a chord bearing of N 85°21'14" W; thence run Northwesterly along the arc of said curve and said Westerly Right-of-Way line and along the arc of said curve through a central angle of 12°05'59" for a distance of 168.91 feet to the Point of Intersection of said Westerly Right-of-Way line with the Northerly Right-of-Way line of said Lake Charm Branch of the Seaboard Coastline Railroad Right-of-Way and the POINT OF BEGINNING.

TOGETHER WITH:

Commence at the Northeast corner of Section 8, Township 21 South, Range 31 East, Seminole County, Florida; thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8 for a distance of 205.56 feet to the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W); thence run N 54°34'57" W along said Northerly Right-of-Way line for a distance of 293.14 feet to a point on a curve concave Southwesterly having a radius of 1959.19 feet and a chord bearing of N 66°56'09" W; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 24°44'10" for a distance of 845.83 feet to the point of tangency; thence run N 79°18'14" W along said Northerly Right-of-Way line for a distance of 691.26 feet to the point of curvature of a curve concave Southwesterly having a radius of 2612.09 feet; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 11°46'38" for a distance of 536.92 feet to the point of tangency; thence run S 88°55'08" W along said Northerly Right-of-Way line for a distance of 178.11 feet to the Westerly Right-of-Way line of Proposed Vistawilla Drive and the POINT OF BEGINNING; thence run N 10°23'19" E along said Westerly Right-of-Way line for a distance of 16.23 feet to the point of curvature of a curve concave Southeasterly having a radius of 540.00 feet; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 69°00'18" for a distance of 650.36 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 710.00 feet and a chord bearing of N 71°54'55" E; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 14°57'22" for a distance of 185.33 feet; thence leaving said Westerly Right-of-Way line run N 30°22'39" W along a non-radial line for a distance of 356.04 feet; thence run N 89°52'39" W for a distance of 3675 feet more

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SEMINOLE CO. FL.

or less to the centerline of Howell Creek; thence run Southerly along the centerline of Howell Creek for a distance of 1050 feet more or less to the Northerly Right-of-Way line of Lake Charm Branch of the Seaboard Coastline Railroad; thence run N 88°-5'08" E along said Right-of-Way line for a distance of 3153 feet more or less to the POINT OF BEGINNING.

Together containing a total of 104.0 acres more or less and being subject to any right-of-way, restrictions and easements of record.

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2277 0489
SEMINOLE CO. FL.

DESCRIPTION:

That part of the MAP OF THE PHILLIP R. YONGE GRANT, as recorded in Plat Book 1, Pages 35 through 38 of the Public Records of Seminole County, Florida, being described as follows:

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Commence at the Southeast corner of Section 8, Township 21 South, Range 31 East, Seminole County, Florida, thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8 for a distance of 205.56 feet to the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W); thence run N 54°34'57" W along said Northerly Right-of-Way line for a distance of 293.14 feet to a point on a curve concave Southwesterly having a radius of 1959.19 feet and a chord bearing of N 66°56'09" W; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 24°44'10" for a distance of 845.83 feet to the point of tangency; thence run N 79°18'14" W along said Northerly Right-of-Way line for a distance of 691.26 feet to the point of curvature of a curve concave Southwesterly having a radius of 2612.09 feet; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 11°46'38" for a distance of 536.92 feet to the point of tangency; thence run S 88°55'08" W along said Northerly Right-of-Way line for a distance of 178.11 feet to the Westerly Right-of-Way line of Vistawilla Drive; thence run N 10°23'19" E along said Westerly Right-of-Way line for a distance of 16.23 feet to the point of curvature of a curve concave Southeasterly having a radius of 540.00 feet; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 69°00'18" for a distance of 650.36 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 710.00 feet and a chord bearing of N 71°54'55" E; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 14°57'22" for a distance of 185.33 feet; thence leaving said Westerly Right-of-Way line run N 30°22'39" W along a non-radial line for a distance of 356.04 feet; thence run N 89°52'39" W for a distance of 2250.00 feet to the POINT OF BEGINNING; thence run N 00°07'21" E for a distance of 100.00 feet; thence run N 47°03'59" E for a distance of 292.95 feet; thence run N 00°07'21" E for a distance of 190.00 feet; thence run N 89°52'39" W for a distance of 311.14 feet; thence run N 00°07'21" E for a distance of 210.00 feet to the South Right-of-Way line of State Road No. 434 (60' R/W); thence run N 89°52'39" W along said South Right-of-Way line for a distance of 522.20 feet; thence run S 89°32'14" W along said South Right-of-Way line for a distance of 850 feet more or less to the centerline of with Howell Creek; thence run

Southerly along the centerline of Howell Creek for a distance of 950 feet more or less to a point in said centerline of Howell Creek lying N 89°52'39" W a distance of 1425 feet more or less from the POINT OF BEGINNING; thence run S 89°52'39" E for a distance of 1425 feet more or less to the POINT OF BEGINNING.

Containing 25.2 acres more or less and being subject to any right-of-way, restrictions and easements of record.

SEMINOLE CO. FL.
BOOK 2277 PAGE 0491

DESCRIPTION:

That part of the MAP OF THE PHILLIP R. YONGE GRANT, as recorded in Plat Book 1, Pages 35 through 38 of the Public Records of Seminole County, Florida, being described as follows:

Commence at the Southeast corner of Section 8, Township 21 South, Range 31 East, Seminole County, Florida, thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8 for a distance of 205.56 feet to the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W); thence run N 54°34'57" W along said Northerly Right-of-Way line for a distance of 293.14 feet to a point on a curve concave Southwesterly having a radius of 1959.19 feet and a chord bearing of N 66°56'09" W; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 24°44'10" for a distance of 845.83 feet to the point of tangency; thence run N 79°18'14" W along said Northerly Right-of-Way line for a distance of 691.26 feet to the point of curvature of a curve concave Southwesterly having a radius of 2612.09 feet; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 11°46'38" for a distance of 536.92 feet to the point of tangency; thence run S 88°55'08" W along said Northerly Right-of-Way line for a distance of 178.11 feet to the Westerly Right-of-Way line of Proposed Vistawilla Drive; thence run N 10°23'19" E along said Westerly Right-of-Way line for a distance of 16.23 feet to the point of curvature of a curve concave Southeasterly having a radius of 540.00 feet; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 69°00'18" for a distance of 650.36 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 710.00 feet and a chord bearing of N 71°54'55" E; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 14°57'22" for a distance of 185.33 feet; thence leaving said Westerly Right-of-Way line run N 30°22'39" W along a non-radial line for a distance of 356.04 feet; thence run N 89°52'39" W for a distance of 2250.00 feet; thence run N 00°07'21" E for a distance of 100.00 feet; thence run N 47°03'59" E for a distance of 292.95 feet; thence run N 00°07'21" E for a distance of 190.00 feet to the POINT OF BEGINNING; thence continue N 00°07'21" E for a distance of 210.00 feet; thence run N 89°52'39" W along the South Right-of-Way line of State Road 434 (60' R/W) for a distance of 311.14 feet; thence run S 00°07'21" W for a distance of 210.00 feet; thence run S 89°52'39" E for a distance of 311.14 feet to the POINT OF BEGINNING.

Containing 1.500 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

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PARCELS 15 and 80

(Combined)

DESCRIPTION:

All that part of the Map of the Phillip R. Yonge Grant as recorded in Plat Book 1, Pages 35 through 38 of the Public Records of Seminole County, Florida and a portion of the Southeast 1/4 of Section 5 and a portion of the Northeast 1/4 of Section 8, Township 21 South, Range 31 East, Seminole County, Florida, lying South of S.R. 434, (old S.R. 419); North of the Lake Charm Branch of the Seaboard Coast Line Railroad and East of GARDENA FARMS, TOWN SITES as recorded in Plat Book 6, Page 39 of the Public Records of Seminole County, Florida, less Right-Of-Way for Block Hammock Bronch of the S.C.L. Railroad.

All together containing 278.322 acres more or less.

OFFICIAL RECORDS BOOK 2277 PAGE 0493 SEMINOLE CO. FL.

LAKE JESSUP PROPERTY

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SEMINOLE CO. FL.

DESCRIPTION

Lots 1 and 2, Block A, D.R. MITCHELL'S SURVEY OF THE LEVY GRANT according to the plat recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida.

Containing 20.7 acres more or less.

EXHIBIT "B"

PERMITTED COMMERCIAL USES

1. The following uses are permitted in the Tuscawilla PUD:

a. Administrative public buildings;
b. Advertising agencies;
c. Alcoholic beverage sales (package);
d. Alcoholic beverage, on-premises consumption, provided food is also served;
e. Alterations and tailoring, shops and services;
f. Antique and gift shop;
g. Appliances, sales and service;
h. Artists' studios;
i. Attorneys;
j. Automotive accessories sales;
k. Bakery, retail;
l. Bathroom accessories;
m. Bicycles, sales and service;
n. Bookstores, stationery, newsstands;
o. Bookkeepers;
p. Bowling alleys, provided either (i) no building may be located nearer than two hundred fifty (250) feet to any residential property line or (ii) the proposed developer shall provide reasonable evidence that noise emanating from inside such building cannot be heard from residential property within the Tuscawilla PUD;
q. Butcher shop, retail only;
r. Carpets, rugs and linoleum;
s. Car wash, automated and enclosed, similar to Shiners and those associated with gasoline service stations;
t. Churches;
u. Cleaners;
v. Coin dealers;
w. Computers, hardware and software sales and service;
x. Confectionary and ice cream stores;
y. Convenience stores and markets, including those which sell gasoline, provided gasoline pumps shall not be located within two hundred fifty (250) feet of any residential property line;
z. Dance and music studios;
aa. Day nurseries, kindergartens and day care;
ab. Drug and sundry stores;
ac. Employment agencies;
ad. Financial institutions, banks, savings and loan;
ae. Florist and gift shops;
af. Full and self service gas stations (major oil companies), including those providing mechanical repair service, car washes and convenience stores, provided these are located adjacent to State Road 434 and no gasoline tanks are located within two hundred fifty (250) feet of any residential property line;

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ag. Furniture, retail;
ah. Grocers, retail; those whose business include and are limited to the retail sale of groceries including produce, meats and household goods, but shall not include the sale of gasoline;
ai. Hardware stores;
aj. Health food;
ak. Hobby and craft shops;
al. Hospitals and nursing homes;
am. Ice, retail, when associated with another permitted use;
an. Insurance;
ao. Interior decorating and draperies;
ap. Jewelry stores;
aq. Libraries;
ar. Loan companies;
as. Locksmiths;
at. Luggage shops;
au. Medical clinics and laboratories;
av. Outdoor advertising signs sales offices;
aw. Paint store;
ax. Parking garages when associated with another permitted use;
ay. Pets shops and grooming;
az. Photographic studios;
ba. Physical fitness and health clubs;
bb. Post office;
bc. Private clubs and lodges;
bd. Quick printers;
be. Radio and TV broadcasting studios, excluding towers;
bf. Radio, TV, video and stereo sales and service;
bg. Rental shops;
bh. Regulated professions, offices and professions licensed and regulated by the department of professional regulation pursuant to F.S. Ch. 455 and F.S. §20.80, as now existing or as hereafter amended;
bi. Restaurants;
bj. Schools, public, private and parochial, service vocational schools (such as cosmetology, medical and dental assistant's training) requiring no mechanical equipment;
bk. Shoe repair shops;
bl. Skating rinks, provided either (i) no building may be located nearer than two hundred fifty (250) feet from any residential property line or (ii) the proposed developer shall provide reasonable evidence that noise emanating from inside such building cannot be heard from residential property within the Tuscawilla PUD;
bm. Sporting goods, retail, such as Sports Unlimited, Sports Authority, Oshman's, Robby's and specialty sporting goods stores;
bn. Swimming pools; sales, service and supplies and

OFFICIAL RECORDS BOOK 2277 PAGE 0496 SEMINOLE CO. FL.



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07/30/90.1

contractors associated therewith;

bo. Taxidermists;
bp. Telephone business office and exchanges;
bq. Theaters, not drive-ins;
br. Title companies;
bs. Tobacco shops;
bt. Toy stores;
bu. Travel agencies;
bv. Wearing apparel stores;
bw. Hairstylist, barber shops, beauty shops;
bx. Musical instruments, sales and service;
by. Record stores, music stores;
bz. Optical services and sales;
ca. Camera shops, Photographic stores, Photo developers;
cb. Party supplies and services;
cc. Doctors, Dentists;
cd. Department stores and clothing stores, such as Burdines, Iveys, Jordan Marsh, Ross, Marshalls, K-Mart, Wal-Mart, Target, Service Merchandise;
ce. Fast food restaurants, including drive-through services;
cf. Specialty groceries and foods, such as Petty's, Barney's, delicatessens;
cg. Office buildings and office parks, general;
ch. New car dealerships and customary associated services;
ci. Tire stores and services customarily associated therewith, such as Firestone, Goodyear, Allied Discount Tires, Sears, K-Mart;
cj. Automotive services, specialized such as oil change and tune up centers;
ck. Boat sales and services (new), including customarily associated services;
cl. Retail sales: Building and Plumbing supplies, including those associated with hardware stores, such as Tru-Value, Ace, Scotty's, Handy Dan's, Builders Square, Home Depot, etc.;
cm. Cabinet sales, retail;
cn. Cold storage and frozen food lockers when used in conjunction with a primary use such as grocery, restaurant and similar uses;
co. Manufacturing and assembly of scientific and optical precision instruments;
cp. New recreational vehicle dealerships and customarily associated services uses;
cq. Roofing, retail sales, when associated with another permitted use;
cr. Mini-Warehouses and storage;

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BOOK PAGE



C/BJM
6786062PCU
07/30/90.1

cs. Pest control and exterminating services, offices, no chemical storage;
ct. Nursery products and supplies, plants, trees and associated uses, including stores such as Frank's Nursery, White Rose, etc., not including manufacturing and wholesale distribution of bulk materials;
cu. Home improvement stores such as Scotty's, Builder's Square, Home Depot; and
cv. Video stores, sales and rentals.

2. The parties agree that intended uses hereunder include those normally associated with retail commercial areas and shopping centers. It is the intent of the parties that this list is not all inclusive of permitted Commercial uses, provided that additional Commercial uses shall be subject to the approval of the City Commission. The uses hereunder may be free-standing or part of an attached shopping center.

OFFICIAL RECORDS
BOOK PAGE
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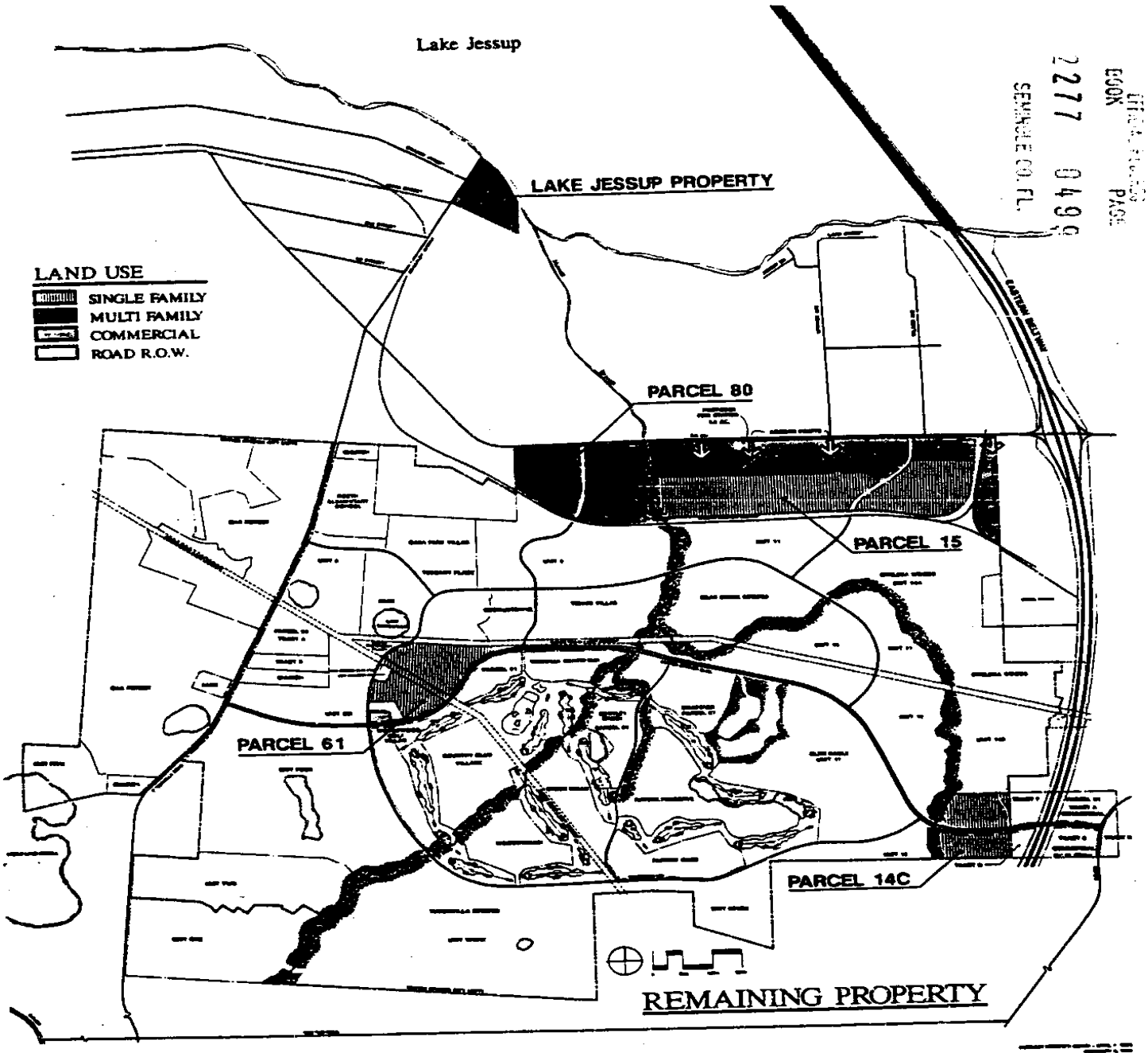
07/30/90.1

EXHIBIT "C"




# TUSCAWILLA P.U.D.

PREPARED FOR:
WINTER SPRINGS DEVELOPMENT JOINT VENTURE

OFFICIAL RECORDS
BOOK 2277 PAGE 0496
SEMINOLE CO. FL.

OFFICIAL RECORDS
BOOK 2277 PAGE 0508

SEMINOLE CO. FL.

EXHIBIT "B"

RETURN TO:
Hal R. Bradford, Esq.
SHUTTS & BOWEN LLP
20 N. Orange Avenue, Suite 1000
Orlando, Florida 32801

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

317523

RECORDED & VERIFIED

1999 JAN 14 PM 3:39

# DEVELOPER'S AGREEMENT
# TUSCAWILLA TRACT 15 PARCEL 1-C

OFFICIAL RECORDS BOOK 3574 PAGE 0529

This DEVELOPMENT AGREEMENT by and between Robert Yeager, Trustee (hereinafter called "Property Owner") and contract purchasers, Zimmer Development Company, Inc. (hereinafter called "Zimmer", as developer of the Kash n' Karry Shopping Center shopping center project and ContraVest, Inc. (hereinafter called "ContraVest") as developers of the Courtney Springs Apartment complex and the City of Winter Springs, a Florida municipal corporation (hereinafter called "the City") is entered into pursuant City Code, and is intended to constitute a covenant covering the property described herein. Reference to Property Owner includes Zimmer and ContraVest as assigns to Property Owner's rights and bind Zimmer and ContraVest for obligations on their respective projects. This Agreement is based on the following premises:

Whereas, the real property described herein as Parcel 1C of Tract 15 of the Tuscawilla P.U.D., further described on Exhibit "A" attached hereto is located within the City limits of the City; and

Whereas, the real property is subject to certain land development regulations of the City, including the "S.R. 434 Corridor Vision Plan: New Development Area" (Ordinance No. 675 of the City); and

Whereas, the real property is subject to a Settlement Agreement set forth in Ordinance 489 and recorded at Official Records Book 2277, pages 0464 through 0500, Public Records of Seminole County, Florida (hereinafter call "the Settlement Agreement"); and

Whereas, parties concur that this Agreement deals with issues separate from the issues addressed in said Settlement Agreement, and this Agreement should be construed as consistent with

the said Settlement Agreement, and in the event of conflict between the terms of this Agreement and the Settlement Agreement, the Settlement Agreement shall prevail; and

Whereas, this property has received a Certificate of Vested Rights Special Use Permit from the City on August 4, 1993, which is in full force and effect, and this Agreement shall not cause to affect the vesting status of this property; and

Whereas, the City agrees that Parcel 1C of Tract 15 of the Tuscawilla P.U.D. may be subdivided and developed into two (2) major projects consisting of a 252 unit apartment complex (the apartment site) and a Kash n' Karry site, and the Kash n' Karry site may be divided into three (3) parcels; and

Whereas, Sections 20-458 and 20-459 of Ordinance No.675, the "S.R. 434 Corridor Vision Plan: New Development Area" provides for a Development Agreement for real property such as that described on Exhibit "A", upon a finding that the site is constrained, and extra development enhancements are provided by the Property Owner to preclude or mitigate against any impacts upon abutting properties or the S.R. 434 corridor; and,

Whereas, the City Commission of the City of Winter Springs finds that the real property described in this Agreement is constrained by width, proximity to water retention areas on the property, by wetlands, and by proximity to less densely and intensely developed properties; and

Whereas, the City Commission finds that Property Owner is making sufficient development concessions and enhancements on the real property described on Exhibit "A" to authorize a Development Agreement for the apartment complex and the Kash n' Karry site; and

Whereas, in consideration for the City entering into this Agreement the Property Owner has agreed to provide certain enhancements for the entire parcel (such as a wall, landscaping, etc.) and

certain common design themes or criteria (such as retention pond and fountain maintenance, fencing and landscaping).

NOW THEREFORE, be it agreed as follows:

1. Premises Incorporated Herein

The City and the Property Owner hereby agree that the foregoing premises are true and correct.

2. Property Affected

2.1 The real property described on Exhibit "A" constitutes the entire property subject to this Development Agreement. A consideration for the City entering into this Agreement is that certain enhancements (such as enhanced landscaping and a six (6') foot wall along the rear of the subject property) and certain common design themes or criteria (retention pond fountain) are being proposed by the Property Owner and accepted by the City.

2.2 A specific implementing development agreement is hereby created for the Courtney Springs apartment site development and for the Kash n' Karry site development as shown on the respective Final Engineering Plans approved by the City, on file with the Office of the City Clerk, Winter Springs, Florida, which by this reference are incorporated herein.

2.3 Where no requirements concerning a development issue are set forth in this agreement for the real property described on Exhibit "A", then the standards set forth in the "State Road 434 Corridor Vision Plan: New Development Area" standards shall first

apply, and if no standards exist in said ordinance, then other applicable City Code provisions shall govern development of the property.

2.4 This Agreement does not and cannot exempt any real property from complying with state or local law or ordinances relating to platting, environmental permitting, wetlands regulations, stormwater, or other matters nor any development issues not directly addressed by this Agreement.

3. Development Conditions for the Kash n' Karry Site ("Zimmer")

The development for the Kash n' Karry site shall be subject to the "signage sheet" prepared by Zimmer (Bowyer-Singleton Signage Sheet sealed and dated 12-2-98 ) as to the specific location and size of each and all signage for the Kash n' Karry and two outparcel sites and shall be subject to the following conditions:

3.1 Zimmer is allowed two (2) ground-mounted, multi-tenant signs - both to be located on S.R 434 frontage. Zimmer is allowed one (1) ground-mounted, single-tenant sign to be located on Vistawilla Drive for the Kash n' Karry center.

3.2. Zimmer is allowed a height variance for three (3) ground-mounted, single tenant signs from 8' in height to 8'9" in height. One (1) sign is to be located on future out parcel 1, one (1) sign is to be located on future out parcel 2, and the third sign is the one for Kash n' Karry on Vistawilla Drive.

3.3 Zimmer is allowed a height variance from 14' for the building mounted signs as follows:

a. The primary sign (anchor tenant) is from 25'6" at base to 33'6" at top
b. The liquor store and the eastern most retail sign are from 19'6" at base to 21'6" at top and,

c. The smaller stores are from 16'6" at base to 18'6" at top.

3.4 The Kash n' Karry development shall be subject to and comply with the sign regulations and specifications set forth on the Bowyer-Singleton Signage Sheet sealed and dated 12-2-98 on file with the Office of the City Clerk, Winter Springs, Florida, as a Final Engineering Permit condition for site development of said parcel, if addressed therein, or if not the requirements set forth in Winter Springs Ordinance No. 675.

3.5 The outparcel No. 2 of the Kash n' Karry site shall be restricted to office use only.

4.0 Development Conditions for the Courtney Springs Apartment Site (ContraVest)

To minimize impacts to abutting properties and to enhance the quality and design of the Courtney Springs Apartments (the Apartment site) certain amenities have been agreed to by the City and ContraVest, and shall constitute requirements for Apartment site development. Enhanced or permitted variations from City Code requirements on the apartment site shall be as set forth below.

4.1 ContraVest is allowed to vary the size of the parking spaces from 10' x 20' to 9' x 20' for one hundred fifty four (154 spaces).

4.2 ContraVest is permitted to construct two (2) wing walls of approximately 60' in length with the Courtney Springs identification sign on the front face of each wall on each side of the entryway into the complex from state road 434. In addition, the crown of the signs on the wing wall is allowed to exceed the eight (8') foot height requirement,

specifically the crown of the wall where the sign is constructed may be up to 12' in height for a distance not exceeding 15 linear feet.

4.3 ContraVest is authorized to use 12' Wax Myrtle trees, or other fast growing trees acceptable to the City, along the rear boundary of the property rather than canopy trees specified in City Code. Such fast growing trees shall be planted in accordance with the Canin Associates Landscape Plan sealed and dated 12-1-98, and the parties agree that a minimum of 22 fast growing trees shall be planted.

4.4 The site plan, including building, water retention placement, and parking lot layout are set out in the Final Engineering Plans on file with the City and shall govern the design, construction and use of the apartment site in order to ensure quality development and to minimize impacts on surrounding single family development.

4.5 Specific site developments for the apartment site not specifically addressed herein shall be as set forth in the Final Engineering Plans (Bowyer-Singleton plans sealed and dated 12-2-98), and if not addressed therein shall be in accordance with City Ordinances.

5.0 Wall Requirement

The parties agree and acknowledge that a wall separating the proposed development on Parcel 1-C from abutting residential development will assure quality development on the Parcel 1-C site while minimizing impacts on existing residential areas by separating intensities and densities. The wall requirement obligation on the Property Owner and developers shall be as set forth below.

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5.1 To the rear of the future outparcel two (2) of the Kash n' Karry site, the Property Owner agrees to dedicate a 50' x 5' parcel to either the Tuscawilla Homeowner's Association, Inc. (THOA) or the Tuscawilla Beautification District (TBD) for an entry sign to the Tuscawilla residential area within 90 days of execution of this agreement. This parcel will commence at the Vistawilla Drive right-of-way and go in a northwesterly direction, per the attached Exhibit "B".

5.2 The Property Owner shall also dedicate to the THOA or the TBD a minimum 20' x 5' parcel on the east side of Vistawilla Drive for placement of an entryway sign in the location depicted on Exhibit "B". The Property Owner is not required to expend any funds or be involved in the actual construction of these entryway signs described in Sections 5.1 and 5.2.

5.3 Zimmer shall construct a brick wall commencing at the western termination of the 50' x 5' parcel described in paragraph 5.1 above, and extending northwesterly an additional 50' at the rear of the future outparcel 2 on the Kash n' Karry site. This brick wall will be constructed of bricks compatible with the wall at the Eagle's Watch subdivision on the eastside of Vistawilla Drive. The balance of the wall along the Kash n' Karry property line will be of stucco construction.

5.4 ContraVest shall construct a 6-foot stucco wall along the southerly property line of the apartment site between the designated wetlands in order to buffer the apartment site and the abutting single family development to the south. The placement of the wall shall be in accordance with the final engineering plans on file with the City.

6.0 <u>The FDOT Water Retention Pond</u>

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The City and the ContraVest desire to make the water retention pond being constructed and owned by the Florida Department of Transportation (FDOT) a more attractive amenity to the Courtney Springs Apartment development and to the SR 434 Corridor. To achieve this, the property owner and the City agree that acquisition of the FDOT pond by the City and the construction of certain amenities set forth below by the property owner will best achieve these objectives. Therefore, the City and ContraVest agree as follows:

6.1 The City shall use its best efforts to acquire ownership or control of the FDOT pond located on SR 434 immediately north of the portion of Tract 15, Parcel 1-C of the apartment site. If the City is successful in acquiring ownership or control, that will permit the improvements, alterations and maintenance contemplated by the parties, then ContraVest agrees to undertake the following responsibilities as set forth below, at its expense:

6.2 The City and ContraVest shall share the costs associated with acquisition of the FDOT pond site with a cap of FIFTEEN HUNDRED DOLLARS ($1,500.00) from each party. In the event the costs to complete the acquisition exceed this sum, the City shall have the option, but not the obligation to pay the additional costs. If the City is unable to acquire ownership or control, then ContraVest shall not be bound to the requirements set forth in 6.3 through 6.6.

6.3 ContraVest shall provide enhanced landscaping around the pond per the plans and specification shown on the Canin Associates Landscape Plan sealed and dated 12-1-98, on file with the Office of the City Clerk, Winter Springs, Florida.

6.4 FDOT will be installing a black vinyl chain-link fence and gate around the entire pond as part of the SR 434 construction. ContraVest shall replace the chain-link fence and construct a decorative fence along the entire SR 434 side of the FDOT pond consistent with that approved for the SR 434 frontage for the apartment site. If FDOT does not install black vinyl chain-link fence, it shall be ContraVest's obligation to install the black vinyl fence around the other sides of the pond.

6.5 ContraVest shall construct a lighted fountain in the pond. ContraVest shall provide for maintenance in perpetuity for the enhanced landscaping, fencing, operation of the lighted fountain for the pond, and shall reasonably maintain the appearance of the water area in a clean, debris-free condition.

6.6 ContraVest shall provide an insurance policy or evidence of coverage in the amount of ONE MILLION DOLLARS ($1,000,000.00) in Public Liability insurance covering the services and activities of property owner relating to the pond. The policy shall name the City as a Co-Insured. Said policy shall be provided at the time the first Certificate of Occupancy is issued for Courtney Springs Apartment complex.

8.0 Underground Utilities Along SR 434

The City and the developers agree that each shall pay fifty percent (50%) of the cost of construction for underground electric and other utility lines traditionally constructed on poles along the frontage on SR 434 from the western right-of-way of Vistawilla Drive to the western edge of the FDOT pond. The total cost to the developers for construction of the underground utilities shall not exceed THIRTY

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ONE THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS AND FIFTY CENTS ($31,825.50).

9.0 Developers' or Successors' Continuing Obligation

ContraVest and Zimmer, or their successors or assigns, shall be responsible for the ongoing maintenance of the landscaping, walls, retention ponds, site amenities and other common areas and facilities on their respective properties.

10.0 Grace Period/Time to Cure:

In the event the City determines that any of the other parties hereto, or their respective successors or assigns, is not in compliance with landscaping installation as required by this Agreement, or fails to maintain the landscaping as required by City Code, The City shall provide written notice of violation to the owner of the subject parcel or parcels, stating the specific nature of the violation and the corrective actions to be taken to cure said non-compliance. The owner shall have thirty (30) days from receipt of said notice in which to cure the violation before the City can declare a default under this Agreement. The City agrees and acknowledges that a default by one party to this Agreement shall not affect the other parties' property.

11.0 Pursuant to the requirement of state law, the parties acknowledge and agree

a. Duration of Agreement. This Agreement shall be recorded in the public records of Seminole County at cost to the Property Owner and shall be a covenant running with the land

b. Development Issues. Development issues shall be those permitted and controlled (such as building height, permitted uses, parking requirements and

other development standards) by existing City Code, including Ordinance No. 675 and the Settlement Agreement, except as said site development standards are specifically modified herein.

c. Agreement Consistent with Comprehensive Plan. The City Commission and the local planning agency have found that the land uses and development proposed are consistent with the City's Comprehensive Plan. By entering into this Development Agreement, the City Commission finds this Agreement consistent with the City's Comprehensive Plan.

d. Compliance With Other Laws. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Property Owner of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.

12.0 Enforcement/Venue

This agreement may be enforced by parties to it by bringing action in the Court of proper jurisdiction to interpret or enforce the provisions of this Agreement. Venue of any such shall be in Seminole County, Florida.

13.0 Parties Bound

This Agreement shall be recorded in the Public Records of Seminole County, Florida and shall be binding on the heirs, assigns or successors to the Parties to this Agreement.

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SEMINOLE CO. FL

DONE AND AGREED on this 14TH day of DECEMBER, 1998.

WITNESS

NAME: JULIE SULLIVAN

NAME: John Bennett

PROPERTY OWNER:

ROBERT YEAGER, TRUSTEE,
and individually

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of DECEMBER 1998 by Robert Yeager, as Trustee. He is personally known to me, ~~or has produced~~ _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

JULIE SULLIVAN
Print Name:
My commission expires: _____

JULIE SULLIVAN
MY COMMISSION # CC 694294
EXPIRES: April 6, 2001
Bonded Thru Notary Public Underwriters

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BOOK PAGE

3574 0541

SEMINOLE CO. FL

JLZ

WITNESS:

Wanda T. Horton

Wanda T. Horton
Name:

Jay S. Neisen
Name:

ZIMMER DEVELOPMENT Company, INC.

By:

STATE OF North Carolina
COUNTY OF New Hanover

The foregoing instrument was acknowledged before me this 22nd day of December, 1998 by Jeffrey L. Zimmer. He is personally known to me, or has produced _____ as identification.

NOTARY PUBLIC, STATE OF NC

Carolyn C. Gilliam
Print Name:

My commission expires: _____

My Commission Expires September 24, [illegible]

CAROLYN C. GILLIAM
NOTARY PUBLIC
NEW HANOVER COUNTY, N.C.

OFFICIAL RECORDS
BOOK PAGE

3574 0542

SEMINOLE CO. FL

WITNESS:

Julie Sullivan

Julie Sullivan
Name:

Name:

CONTRAVEST, INC.

By: Pres Gerald D. Ogier

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 15th day of December 1998 by Gerald D. Ogier. He is personally known to me, ~~or has produced as identification.~~

NOTARY PUBLIC, STATE OF FLORIDA

Julie Sullivan

Julie Sullivan
Print Name:
My commission expires:

JULIE SULLIVAN
MY COMMISSION # CC 634294
EXPIRES: April 6, 2001
Bonded Thru Notary Public Underwriters

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3574 0543

SEMINOLE CO. FL

ATTEST:

MARGO PIERCE, CITY CLERK

CITY OF WINTER SPRINGS

PAUL P. PARTYKA, MAYOR

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31st day of ~~November~~ December 1998, by Paul P. Partyka, Mayor of the City of Winter Springs, Florida. He is personally known to me, or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Print MARGO M. PIERCE
My commission expires: _____

Margo M. Pierce
My Commission CC772117
Expires September 1 2002

THIS INSTRUMENT PREPARED BY:

Robert D. Guthrie, Esq.
FRANK KRUPPENBACHER, P.A.
P. O. Box 3471
Orlando, FL 32801-3471

EXHIBIT "A"

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3574 0544
SEMINOLE CO. FL

OVERALL BOUNDARY
KASH 'N KARRY/APARTMENTS/TUSCAWILLA

LEGAL DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 31 EAST. SEMINOLE COUNTY, FLORIDA; THENCE RUN S00°24'55"E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 205.56 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE LAKE CHARM BRANCH OF THE SEABOARD COAST LINE RAILROAD (S.C.L.) (100' R/W); THENCE RUN N54°34'57"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 293.14 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 24°44'10" AND A RADIUS OF 1959.19 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.83 FEET TO THE POINT OF TANGENCY; THENCE RUN N79°18'14"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 691.26 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 11°46'38" AND A RADIUS OF 2612.09 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 536.92 FEET TO THE POINT OF TANGENCY; THENCE RUN S88°55'08"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 178.11 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF VISTAWILLA DRIVE; THENCE RUN N10°23'19"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 16.23 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 69°00'18" AND A RADIUS OF 540.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 650.36 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 14°57'22" AND A RADIUS OF 710.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 185.33 FEET TO THE EASTERNMOST CORNER OF HOWELL CREEK RESERVE PHASE ONE, AS RECORDED ON PLAT BOOK 49, PAGES 10-12, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY LINE, RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE NORTHERLY LINE OF SAID HOWELL CREEK RESERVE PHASE ONE; THENCE N30°22'39"W, A DISTANCE OF 356.04 FEET; THENCE N89°52'39"W, A DISTANCE OF 2100.00 FEET; THENCE N00°07'21"E, A DISTANCE OF 100.00 FEET; THENCE N89°52'39"W, A DISTANCE OF 47.50 FEET TO THE SOUTHEAST CORNER OF CREEKS RUN, AS RECORDED IN PLAT BOOK 53, PAGES 1-3, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE EASTERLY LINE OF SAID CREEKS RUN; THENCE N00°07'21"E, A DISTANCE OF 95.77 FEET; THENCE N47°03'59"E, A DISTANCE OF 152.67 FEET; THENCE N00°07'21"E, A DISTANCE OF 18.20 FEET; THENCE N55°38'10"E, A DISTANCE OF 58.83 FEET; THENCE N21°47'50"W, A DISTANCE OF 73.83 FEET TO THE NORTHEAST CORNER OF SAID CREEKS RUN; THENCE DEPARTING SAID

EASTERLY LINE, RUN S89°52'39"E, A DISTANCE OF 16.17 FEET; THENCE N28°05'28"W, A DISTANCE OF 85.60 FEET; THENCE N24°26'37"W, A DISTANCE OF 77.74 FEET; THENCE N00°23'12"W, A DISTANCE OF 68.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY, AS DEPICTED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD NO. 434, SECTION 77070-2517; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE S89°49'07"E, A DISTANCE OF 142.37 FEET; THENCE S00°10'53"E, A DISTANCE OF 5.00 FEET; THENCE S89°49'07"E, A DISTANCE OF 200.00 FEET; THENCE N00°10'53"E, A DISTANCE OF 5.00 FEET; THENCE S89°49'07"E, A DISTANCE OF 133.00 FEET; THENCE S00°10'53"W, A DISTANCE OF 289.00 FEET; THENCE S89°49'07"E, A DISTANCE OF 800.00 FEET; THENCE N00°10'53"E, A DISTANCE OF 294.00 FEET; THENCE S89°49'07"E, A DISTANCE OF 1383.53 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF VISTAWILLA DRIVE; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S00°27'38"W, A DISTANCE OF 206.85 FEET; THENCE S05°15'00"E, A DISTANCE OF 100.50 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 63°58'36" AND A RADIUS OF 710.00 FEET; THENCE FROM A TANGENT BEARING OF S00°27'39"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 792.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.096 ACRES, MORE OR LESS.

*TUS4/KNK1PLAT.DOC*
*11/10/98*
*REV'D 12/2/98 SVB*

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For Microfilming

OFFICIAL RECORDS
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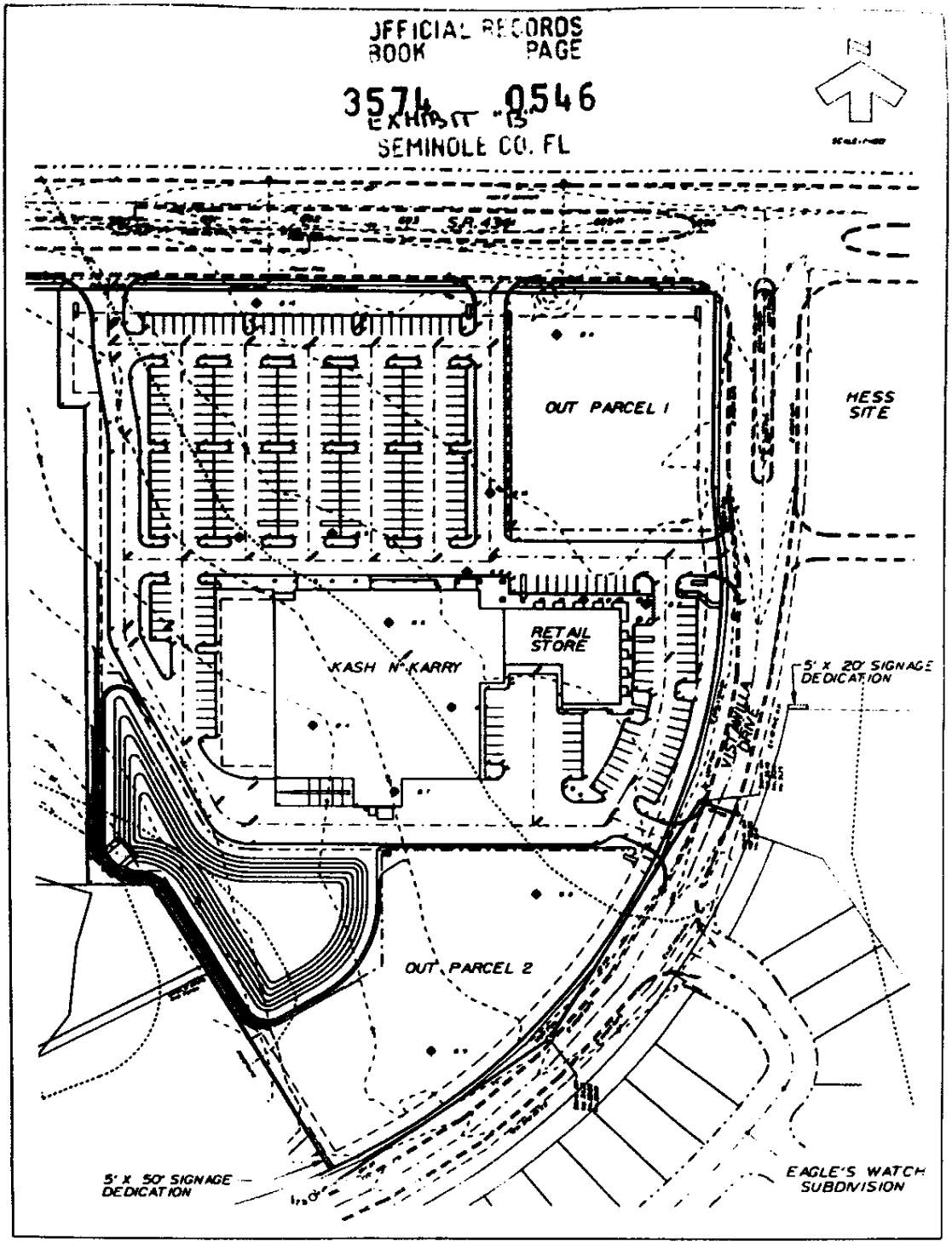
EXHIBIT "B"
SEMINOLE CO. FL




TUSCAWILLA
TRACT 15
PARCEL 1C

BOWYER SINGLETON
& ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

WINTER SPRINGS FLORIDA
DEVELOPER'S AGREEMENT
EXHIBIT "B"
SIGNAGE
DEDICATION
SHEET 1 OF 1

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# CERTIFICATE OF OCCUPANCY

## CITYOFWINTERSPRINGS

## DEPARTMENT OF BUILDING INSPECTION

This Certificate issued pursuant to the requirements of Section 110 Florida Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the City regulating building construction or use for the following:

**OCCUPANCY** Group: COMMERICAL BUSINESS OFFICE

Permit: 200503887

**PERMIT TYPE BUILD OUT/ REMODEL**

Building Address: 1491 EAST STATE ROAD 434

Legal Description: LOT 02
WINTER SPRINGS, FL. 32708

Building Owner: METRO CHURCH
1491 EAST STATE ROAD 434
WINTER SPRINGS, FL. 32708

By: _____ Date: 08/21/06
David Alamina Building Official

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

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

(407) 425-9566

**FOR RECORDING DEPARTMENT USE ONLY**

# DEVELOPMENT AGREEMENT

## THE FOUNDRY CHRUCH, INC.

## (Ellianos Coffee)

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is made and executed this _____ day of _____, 2023, by and between the **CITY OF WINTER SPRINGS**, a Florida Municipal Corporation ("City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **The Foundry Church, Inc. (formerly the Metro Church of Christ, Inc.),** a Florida Not For Profit Corporation, ("Developer") whose address is 141 E State Road 434, Suite 101, Winter Springs, Florida 32708.

## WITNESSETH:

**WHEREAS,** Developer is the owner of approximately 8.35 acres, more or less, of real property with an address of 141 E. State Road 434, Winter Springs, Florida, located in the Tuscawilla PUD, generally west of the intersection of State Road 434 and Vistawilla Drive, fronting SR 434, in Winter Springs, Seminole County, Florida, more particularly described herein ("Property"); and

**WHEREAS,** Developer has authorized Ellianos, LLC (Ellianos Coffee Company) to apply for Final Engineering/Site Plan Approval and Aesthetic Plan Approval in order to construct a drive-through coffee shop within the parking lot of the existing Church property; and

**WHEREAS,** pursuant to Chapter 20 Zoning, Article II, Division 1, Section 20-29.1 of the Winter Springs City Code ("City Code"), a community workshop for the Project was held on September 6, 2023; and

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

29.1 of the City Code shall be required to be memorialized in a binding development agreement; and

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

**WHEREAS,** the Property described herein is a portion of Parcel 1C of Tract 15 of the Tuscawilla PUD and is subject to the Settlement Agreement set forth in Ordinance 489 and recorded at Official Records Book 2277, pages 0464 through 0500, Public Records of Seminole County, Florida, as well as that certain Developer's Agreement for Tuscawilla Tract 15 Parcel 1-C, recorded at Official Records Book 3574, Page 0529, Public Records of Seminole County, Florida, and is also within the SR 434 Corridor Overlay District; and

**WHEREAS,** the parties concur that this Development Agreement and the proposed coffee shop should be construed as consistent with the Agreements described above; and

**WHEREAS,** Metro Church of Christ, Inc. purchased the Property in 2005 and filed documents with the Florida Secretary of State evidencing a name change to The Foundry Church, Inc., in 2021; and

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

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

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

**3.0 The Property.** The real property subject to this Agreement has tax parcel identification number 05-21-31-505-0000-0020 and is legally described in **EXHIBIT "A"**, attached hereto and fully incorporated herein by this reference (the "Property").

**4.0 Project Description and Requirements.** Developer or its authorized tenant shall, at its expense, design, permit and construct an 800± square-foot drive-through coffee shop and associated parking, landscaping, and drive-through aisles on the Property. The coffee shop and all public and private project infrastructure shall be constructed in a single phase.

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

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

File No. SP2023-0034

File No. AR2023-00000035

For convenience, a copy of the Overall Site Plan is attached hereto and fully incorporated herein by this reference as **EXHIBIT "B."** Specific conditions of approval for the above-referenced Plans include the following, which are also addressed in the staff report for the Final Engineering/Site Plans and Aesthetic Plans:

A. The use of ground-mounted or monument signs shall remain restricted as set forth in the Developer's Agreement for Tuscawilla Tract 15 Parcel 1-C, recorded at Official Records Book 3574, Pages 0532 through 0533, Public Records of Seminole County, Florida.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19.0 Specific Performance and Enforcement**. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

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

**21.0** **Development Permits**. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement in accordance with the criteria of the City Code and the requirements of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

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

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

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

**25.0** **Force Majeure**. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Force Majeure Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended Time Period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

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

**For the City:**

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

With additional notice to:

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

**For Developer:**

Christopher Potts, PE
JBPro Gainesville
3530 NW 43rd Street
Gainesville, FL 32606

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

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

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

**CITY OF WINTER SPRINGS**

By: _____
Kevin McCann, Mayor

ATTEST:

By: _____
Christian Gowan, City Clerk

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

CITY SEAL

Date: _____
By: _____
Anthony A. Garganese, City Attorney for the City of Winter Springs, Florida

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

**THE FOUNDRY CHURCH, INC.**

_____

Print name and title: _____

_____
Signature of Witness

_____
Printed Name of Witness

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2023, by_____, the _____of the Foundry Church, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

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

## EXHIBIT A

## PROPERTY LEGAL DESCRIPTION

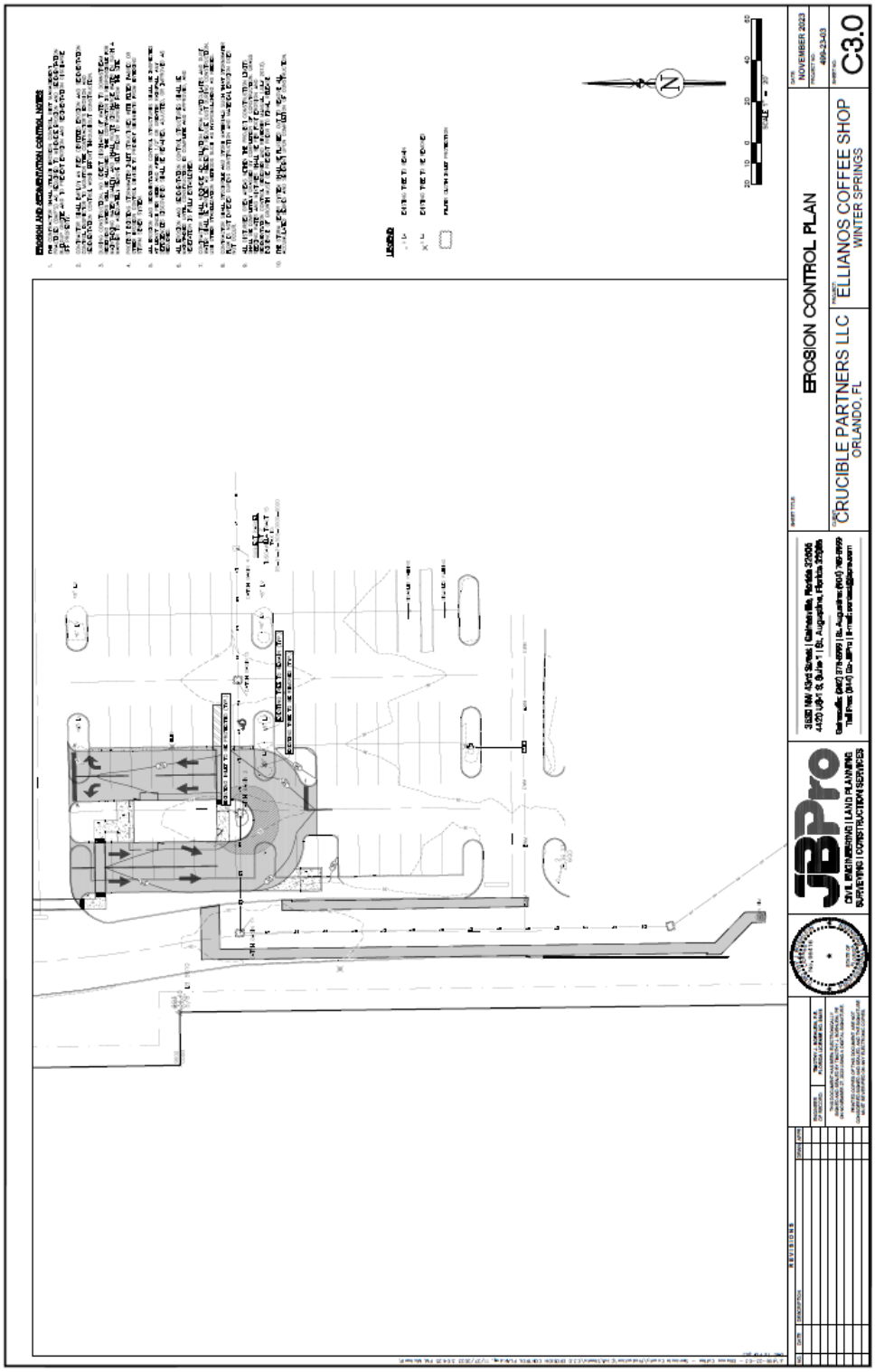
**Lot 2 of TUSCAWILLA TRACT 15, PARCEL 1-C, according to the Plat thereof, as recorded in Plat Book 56, Pages 29 through 32, inclusive, of the Public Records of Seminole County, Florida.**

**TOGETHER WITH:**

**Those non-exclusive easements rights for gravity sewer line, lift station and sewer forc e main over and accross Lot 1 of TUSCAWILLA TRACT 15, PARCEL 1-C, according to the Plat thereof, as recorded in Plat Book 56, Pages 29 through 32, inclusive of the Public Records of Seminole County, Florida, as described in that certain Cross Easement Agreement for TUSCAWILLA TRACT 15, PARCEL 1-C, by and between Robert A. Yeager, individually and as Trustee and ZP No. 56, Limited Partnership, a Florida limited partnership, dated January 13, 1999 in Official Records Book 3574, Page 564, as amended in Officia l Records Book 3582, Page 1443 of the Public Records of Seminole County, Florida.**

## EXHIBIT B

## OVERALL SITE PLAN



St. Johns River
Water Management District
Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

November 29, 2023

Joel Meyers
The Foundry Church, Inc.
1491 E State Road 434
Ste 101
Winter Spgs, FL 32708-6418

SUBJECT: 29379-11
Ellianos Coffee Shop

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on November 29, 2023. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

**Technical Staff Report:**
If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

**Noticing Your Permit:**
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

**Compliance with Permit Conditions:**
To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at

GOVERNING BOARD

Rob Bradley, CHAIR FLEMING ISLAND
Maryam H. Ghyabi-White, VICE CHAIR ORMOND BEACH
J. Chris Peterson, SECRETARY WINTER PARK
Cole Oliver, TREASURER MERRITT ISLAND
Ryan Atwood MOUNT DORA
Doug Bournique VERO BEACH
Douglas Burnett ST. AUGUSTINE
Ron Howse COCOA
Janet Price FERNANDINA BEACH

www.sjrwmd.com/permitting under the section “Handbooks, forms, fees, final orders”. Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

**Transferring Your Permit:**
Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), “Request to Transfer Permit,” available at http://www.sjrwmd.com/permitting/permitforms.html.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,

Michelle Reiber

Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Timothy Boehlein
JBrown Professional Group Inc.
3530 NW 43rd St
Gainesville, FL 32606-6104

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**
**Post Office Box 1429**
**Palatka, Florida 32178-1429**

**PERMIT NO:** 29379-11 **DATE ISSUED:** November 29, 2023

**PROJECT NAME:** Ellianos Coffee Shop

**A PERMIT AUTHORIZING:**

Minor Modification of Permit No. Permit Number 29379-2 for Ellianos Coffee to include the construction and operation of a 0.19-acre project as per plans received by the District on August 18, 2023.

**LOCATION:**
Section(s): 5 Township(s): 21S Range(s): 31E

Seminole County

**Receiving Water Body:**

| Name | Class |
|---|---|
| Bear Creek | III Fresh |

**ISSUED TO:**
The Foundry Church, Inc.
1491 E State Road 434
Ste 101
Winter Spgs, FL 32708-6418

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

**PERMIT IS CONDITIONED UPON:**

See conditions on attached “Exhibit A”, dated November 29, 2023

**AUTHORIZED BY:** St. Johns River Water Management District
Division of Regulatory Services

By:

_____
David Miracle
Environmental Resource Program Manager

**"EXHIBIT A"**
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 29379-11**
**Ellianos Coffee Shop**
**DATED November 29, 2023**

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

b. For all other activities — “As-Built Certification and Request for Conversion to Operation Phase” [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

   b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

   b. Convey to the permittee or create in the permittee any interest in real property;

   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened

species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), “Operation and Maintenance Inspection Certification,” describing the remedial actions taken to resolve the failure or deviation.

23. No surface water impacts are proposed or authorized by this permit.

24. The proposed surface water management system must be constructed and operated according to the plans received by the District on August 18, 2023.

## Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *sjrwmd.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

## NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit#_____. The project is located in _____County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

***NEWSPAPER ADVERTISING***

***ALACHUA***
Gainesville Sun, Legal Advertising
2700 SW 13th Street
Gainesville, FL 32608
866-858-9652

***BAKER***
Baker County Press, Legal Advertising
P. O. Box 598
Maclenny, FL 3206 3
904-259-2400/ fax 904-259-6502

***BRADFORD***
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

***BREVARD***
Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

***CLAY***
Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

***DUVAL***
Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

***FLAGLER***
Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

***INDIAN RIVER***
Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

***LAKE***
Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

***MARION***
Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

***NASSAU***
News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

***OKEECHOBEE***
Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

***ORANGE***
Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

***OSCEOLA***
Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

***PUTNAM***
Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

***ST. JOHNS***
St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

***SEMINOLE***
Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

***VOLUSIA***
News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

# PUBLIC HEARINGS AGENDA ITEM 401

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

First Reading Ordinance 2023-14 authorizing the conveyance of a perpetual electric utilities easement to Duke Easement on a portion of City owned property legally described as Seminole County Parcel ID: 26-20-30-5AR-0D00-1100.

## SUMMARY

The City owns real property currently being utilized as a utilities spray field (See Property Card - "Subject Property"). Duke Energy intends to install a new 230kv Transmission line (Winter Springs to Sanford Poinsett) to connect their existing Winter Springs substation to an existing Florida Power and Light Transmission line that is adjacent to the Subject Property as part of completing a reliability enhancement project to upgrade the transmission system in the Winter Springs area and Seminole County region (See Map). To complete this reliability project, Duke Energy wishes to erect certain improvements within a portion of the Subject Property, and has requested a perpetual easement from the City over a portion of the Subject Property for purposes of installing said transmission line (See Exhibit A - Easement). Duke Energy has agreed to compensate the City $1,237,000 for the Easement pursuant to the terms and conditions of the Dollar Binder (See Exhibit B - Dollar Binder). Due to the perpetual nature of the Easement and the fact that it is not limited to providing service to the Subject Property, Section 4.14 of the City Charter requires that the conveyance of the Easement be authorized by Ordinance. In conjunction with the Easement conveyance, the Parties will also enter into a Memorandum of Understanding establishing terms and conditions for the construction and access to the Subject Property to facilitate the transmission line project (See MOU).

Duke Energy representatives will be present at the meeting to entertain any questions regarding the project and request.

## FUNDING SOURCE

## RECOMMENDATION

Approve Ordinance 2023-14 on First Reading

**ORDINANCE NO. 2023-14**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, PURSUANT TO SECTION 4.14 OF THE CITY OF WINTER SPRINGS CHARTER AUTHORIZING THE CONVEYANCE OF A PERPETUAL EASEMENT TO DUKE ENERGY FLORIDA, LLC. ON A CERTAIN PORTION OF REAL PROPERTY OWNED BY THE CITY OF WINTER SPRINGS WHICH IS GENERALLY DESCRIBED AS TAX PARCEL NUMBER: 26-20-30-5AR-0D00-1100 FOR PURPOSES OF CONSTRUCTING, OPERATING AND MAINTAINING OVERHEAD AND/OR UNDERGROUND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES, AND RELATED FACILITIES FOR PROVIDING ELECTRIC ENERGY SERVICES; AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO FINALIZE AND EXECUTE ANY DOCUMENTS TO COMPLETE THE CONVEYANCE INCLUDING, BUT NOT LIMITED TO, THE DOCUMENTS APPROVED AND SET FORTH IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY, THE REPEAL OF PRIOR INCONSISTENT ORDINANCES, NON-CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law, and Section 4.14 of the City Charter authorizes the conveyance of City property by Ordinance; and

***WHEREAS***, the City is the fee simple owner of that certain property located in Winter Springs, Florida, currently being utilized as a utility spray field and described as Seminole County Parcel ID: 26-20-30-5AR-0D00-1100 (the "Subject Property"); and

***WHEREAS,*** Duke Energy wishes to erect certain improvements within a portion of the Subject Property as further indicated, and described on the Easement attached hereto as **Exhibit A** (the Easement Area); and

***WHEREAS***, Duke Energy intends to install a new 230kv Transmission line (Winter Springs to Sanford Poinsett) to connect their existing Winter Springs substation to an existing Florida Power and Light Transmission line that is adjacent to the Subject Property as part of completing a reliability enhancement project to upgrade the transmission system in the Winter Springs area and Seminole County region; and

**WHEREAS,** Duke Energy has requested an Easement from the City over a portion of the Subject Property for purposes of installing said transmission line and has agreed to compensate the City $1,237,000 for the Easement pursuant to the terms and conditions of the Dollar Binder attached hereto as **Exhibit B** ("Dollar Binder"); and

**WHEREAS,** the proposed Easement is perpetual and not a service easement limited to providing service to the Subject Property, and therefore, the City Charter requires the easement to be conveyed by Ordinance; and

**WHEREAS,** Duke Energy and the City also desire to enter into that certain Memorandum of Understanding establishing construction and access terms and conditions related to the construction of the Duke Facilities within the Easement Area; and

**WHEREAS,** the City Commission hereby finds that the easement conveyance contemplated by this Ordinance serves a public purpose and is in the best interests of the citizens of Winter Springs and Seminole County; and

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

**Section 1. Recitals.** The foregoing recitals are hereby incorporated herein by this reference.

**Section 2. Conveyance of Real Property.** Pursuant to Section 4.14 of the City Charter, the City Commission of the City of Winter Springs hereby authorizes the City to convey the Easement attached hereto as **EXHIBIT "A"** to Duke Energy. **EXHIBIT "A"** is hereby deemed fully incorporated herein by this reference. Said conveyance shall be conditioned upon payment of $1,237,000 to the City and execution of the Dollar Binder. In addition, the City and Duke Energy will enter into a Memorandum of Understanding establishing mutually acceptable terms and conditions for the construction and access of the Duke Facilities.

**Section 3. Termination of Conveyance Authority.** The conveyance authority granted pursuant to Section 2 of this Ordinance shall automatically terminate if the conveyance of the Easement does not occur within 180 days of the effective date of this Ordinance. If said termination occurs, this Ordinance shall be deemed null and void and no longer effective.

**Section 4. Authority to Complete Conveyance.** In conjunction with the conveyance authorized by Section 2 of this Ordinance, the Mayor, City Manager and City Attorney are authorized to finalize and execute whatever documents are necessary to complete the conveyance of the Easement including, but not limited to the Easement, Memorandum of Understanding and Dollar Binder.

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

**Section 6. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 7. Non-Codification.** This Ordinance shall not be codified in the City Code.

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

**ADOPTED** by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the ____ day of January, 2024.

**KEVIN McCANN, Mayor**

**ATTEST:**

**CHRISTIAN GOWAN, City Clerk**

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

**ANTHONY A. GARGANESE, City Attorney**

Legal Advertisement:
First Reading: December 11, 2023
Second Reading:
Effective Date:

# EXHIBIT A

**EASEMENT**

City of Winter Springs
Winter Springs -Sanford Poinsett
Thor #: Oracle #:
Site #: Land Unit:

Prepared By:
Manny R. Vilaret, Esquire
Vilaret Law, PLLC
10901 Danka Circle, Suite C
Saint Petersburg, Florida 33716

# EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the undersigned **CITY OF WINTER SPRINGS, a Florida municipal corporation** (GRANTOR herein), in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grant and convey to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY** (GRANTEE herein), Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees, the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, and related facilities for providing electric energy services all of which may be installed or constructed over, under, upon, across, through and within the following described lands in Seminole County, Florida, and referred to hereinafter as the Easement Area to wit:

**See Exhibit "A item 130"& "Exhibit A item133" attached hereto, incorporated herein, and by this reference made a part hereof.**

Tax Parcel Number: 26-20-30-5AR-0D00-1100

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures (including poles), wires and voltage, adjust the centerline within the Easement Area and to build, maintain and protect such roadways as may reasonably be required for these purposes ("Facilities").

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said Facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in GRANTEE's sole discretion, any tree standing outside the Easement Area which if felled, or upon falling, could fall within five (5) feet of any conductor or other facility included within said Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the GRANTOR by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to install gates a minimum of sixteen (16) feet in width if GRANTOR has installed a fence within or across the Easement Area, along with GRANTEE's lock linked with GRANTOR's lock and further including (iv) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, GRANTEE hereby agrees to restore the Easement Area to as near as practicable to the original condition. GRANTEE shall construct a perimeter fence and associated gates around the Easement Area for purposes of securing the GRANTOR's existing reclaimed water spray field within the Easement Area in accordance with specifications approved by the GRANTOR. GRANTEE shall also repair any damage caused by GRANTEE and restore as nearly as practicable the surface of the land to its pre-existing condition following any installation, maintenance, repair, replacement or removal of the Facilities of GRANTEE'S located within the Easement Area.

RESERVING to the GRANTOR, however, all existing rights of title and possession, including but not limited to the following: (I) the reasonable right of ingress and egress to, upon, over and under the Easement Area, provided that such right of ingress and egress does not interfere with the safe and efficient construction, maintenance and operation of said Facilities; (II) the continued use, repair and maintenance of the existing reclaimed water spray field within the Easement Area including piping and irrigation heads that transmit and dispose of reclaimed water in accordance with applicable laws and permits and the Winter Springs Project – AC Induction Study – Irrigation System prepared for GRANTOR and GRANTEE by Burns & McDonnell Engineering Company, Inc., dated August 7, 2023 (Project No. 160337); (III) mineral interests, if any, with the

right of exploration and extraction, provided such activities do not interfere with the maintenance and safe operation of the Facilities, nor inflict any damage or injury to the Facilities; (IV) general farming; and (V) construction, maintenance and travel over roads and streets across the Easement Area.

GRANTOR covenants and agrees that no trees, buildings, structures (other than spray field infrastructure), ponds, or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2) feet unless prior written approval is granted by the Grantee.

GRANTOR shall have all other rights in and to said Easement Area not inconsistent with (i) GRANTEE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) GRANTEE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations.

GRANTEE shall indemnify and hold GRANTOR harmless against any claim of liability or loss from personal injury or property damage to the extent arising out of any negligence of GRANTEE, its servants, employees, or agents, excepting, however, such claims or damages caused by the acts of third parties.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, GRANTOR covenants and agrees to obtain from GRANTEE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

GRANTOR warrants and covenants that they have the right to convey to GRANTEE this easement pursuant to Ordinance No. 2023-13 adopted by the City Commission of Winter Springs, and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hand and seal this _____ day of _____, 2023.

**GRANTOR:**

**CITY OF WINTER SPRINNGS**

**ATTEST:**

_____
Clerk

_____
Print or Type Name

_____
Kevin McCann, MAYOR

_____
Print or Type Name

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

_____
Signature of First Witness

_____
Print or Type Name of First Witness

**Grantor's mailing address:**

1126 E. State Road 434
Winter Springs, Florida 32708

_____
(SEAL)

Signature of Second Witness

Print or Type Name of Second Witness

State of Florida )
) ss
County of Seminole )

The foregoing Easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Kevin McCann, Mayor of the City of Winter Springs , who are personally known to me or who have produced _____ as identification.

NOTARY SEAL

Notary Public

# EXHIBIT B

## DOLLAR BINDER

{insert Owner Name, Item #}
{insert project name}
Thor #: Oracle #:

# DOLLAR BINDER

The undersigned hereby acknowledges receipt of the sum of $ 1,237,000 n paid by **DUKE ENERGY FLORIDA, L.LC., a Florida limited liability company d/b/a DUKE ENERGY** (hereinafter "DUKE ENERGY") for an Easement this _____ day of _____, 2023, over the following described land in Seminole County, Florida, to wit:

Being part of:

**See attached exhibit A**

Tax Parcel No.: 2620305AR0D001100

It is understood that no rights or privileges, other than entry for survey purposes, are to be exercised under the above-mentioned Easement until f payment of the above sum has been provided to the undersigned by DUKE ENERGY.

You are required by law to provide DUKE ENERGY with your correct taxpayer identification number. If you do not provide DUKE ENERGY with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

NAME: City of Winter Springs

ADDRESS: _____

TAXPAYER ID OR SOCIAL SECURITY NUMBER: _____

ENTITY NAME (FOR TAXPAYER ID NUMBER): _____

Certification under penalties of perjury, I certify that: The number shown on this form is a correct taxpayer identification number (TIN) and I may be subject to civil or criminal penalties for failing to furnish the correct TIN (or I have applied for, and am waiting for a number to be issued to me).

BY: _____
Grantor's Signature

Receipt of the above-mentioned Easement is hereby acknowledged, subject to the foregoing understanding which is hereby agreed to by DUKE ENERGY, as of the above stated date.

DUKE ENERGY FLORIDA, L.LC.
d/b/a DUKE ENERGY

BY: _____
Daniel Hendricks
Real Estate Representative

**Memorandum of Understanding**

This Memorandum of Understanding ("MOU") entered into this ___ day of _____, 2023, by and between DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY, ("Duke Energy") and the CITY OF WINTER SPRINGS, FLORIDA (the "City"), (hereinafter individually, a "Party," or collectively referred to as the "Parties").

WITNESSETH

***WHEREAS***, the City is the fee simple owner of that certain property located in Winter Springs, Florida, currently being utilized as a utility spray field and defined as Seminole County Parcel ID: 26-20-30-5AR-0D00-1100 (the "Subject Property"); and

***WHEREAS,*** Duke Energy wishes to erect certain improvements within the Subject Property as further shown, indicated, and described on **Exhibit A** (the Easement Area); and

***WHEREAS***, the Parties have entered into this MOU for the purpose of establishing easement conditions for the installation of a new 230kv Transmission line (Winter Springs to Sanford Poinsett) to connect with an existing Florida Power and Light Transmission line that is adjacent to the Subject Property.

NOW, THEREFORE, for and in consideration of the benefits herein provided the Parties agree as follows:

1. Duke Energy shall be responsible for the following construction and access actions at the Property:

    a. Duke Energy will install gates with interlocking locks at mutually agreeable location within the Subject Property in accordance with specifications approved by the City.
    b. Duke Energy will construct a stabilization path using fifty-seven (57) stone.
    c. Duke Energy will identify any underground facility conflicts located within the Easement Area, using either Ground Penetrating Radar or Sub-Surface Utility Engineering or both.
    d. Duke Energy will take such steps as may be reasonably necessary to minimize damage to the Easement Area. Duke Energy will use matting on an as needed basis to minimize and/or prevent damage to existing improvements located Easement Area. In the event that damage occurs by Duke Energy's actions, Duke Energy will promptly repair or cause to be repaired to the City's satisfaction any physical damage to the surface area of the Easement Area, existing improvements, and Easement Area resulting from the exercise of the rights granted herein to Duke Energy.
    e. Duke Energy will construct access around wetland areas, which will be located in a mutually agreeable location. Upon completion of the construction of the access path, the City and Duke Energy covenant to jointly prepare and execute an acceptable and recordable access agreement.
    f. As-built drawings will be provided at the completion of construction
    g. Ground penetrating Radar (GPR) and/or soft digs will be performed at each pole location to avoid contact with underground utilities.

2. Duke Energy agrees to indemnify and hold harmless the City and its employees and officials from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from Duke Energy's and its contractors use of the Easement Area including, but not limited to, the construction, location, repair, replacement, and maintenance of any improvements installed within the Easement Area, except in any situation where such injury, loss or damage as shall have been caused by the negligent or intentional act of the City and its employees and officials

3. This MOU constitutes the entire agreement between the parties with respect to the actions completed herein, and, except as set forth herein, it supersedes all prior understandings or agreements between the parties related to this Agreement. The provisions of Section 1 of the Memorandum of Understanding shall remain in full force and effect.

4. This MOU shall be binding on the parties hereto and their representative, successors, and assigns. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto, which may not be unreasonably withheld.

5. This MOU shall be governed by and construed in accordance with the laws of Florida. Venue for any legal proceeding related to this MOU shall be Seminole County, Florida. This MOU may be executed in multiple counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE(S) TO FOLLOW, REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this MOU by their respective authorized signors as of the day and year first written above.

**Duke Energy:**

**DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY**

By:_____

Title: Manager Land Services Florida

Printed Name: Karen Adams

Date:_____

**The City:**

**CITY OF WINTER SPRINGS, FLORIDA**

By:_____

Title:_____

Printed Name:_____

Date:_____

Attest:

Signature:_____

Title:_____

Printed Name:_____

Approved as to correctness and form:

_____
City Attorney

**EXHIBIT "A"**
**ITEM 130.1**

THIS IS NOT A SURVEY

## Legal Description:

Parcel #26-20-30-5AR-0D00-1100

PARCEL "A"
A portion of a parcel recorded in Official Records Book 2178, Page 441, public records of Seminole County, Florida, lying in the Moses E. Levy Grant, being described as follows:

Begin at the northwest corner of Lot 5, Enclave at Dunmar, as per the plat thereof recorded in Plat Book 81, Page 77, public records of Seminole County, Florida; thence North 04°03'51" East, along the west line of the parcel recorded in Official Records Book 2178, Page 441, public records of Seminole County, Florida, a distance of 106.40 feet; thence South 65°57'51" East, a distance of 360.26 feet to the west line of Tract "A", of said Enclave at Dunmar; thence South 26°04'45" West, along the west line of said Tract "A", a distance of 100.06 feet to the north line of the Florida Power Corporation easement recorded in Official Records Book 193, Page 289, public records of Seminole County, Florida; thence North 65°57'51" West, along said north easement line, a distance of 320.35 feet to the Point of Beginning.

Contains 0.78 acre (34,031 Square Feet)

## Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the north line of the Enclave at Dunmar as per Plat Book 81, Page 77, as being North 65°57'51" West.
2. All measurements shown hereon are in U.S. Survey Feet.
3. An abstract of title was not performed by or furnished to Pickett and Associates, Inc. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
4. Legal description was prepared by Pickett and Associates, Inc. per client request and is based on deeds of record and a field survey to locate the controlling corners needed to establish the parcels, right-of-way and easement shown in the legal description and sketch hereon.
5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.051-.053, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.

GREGORY A. PRATHER CERTIFICATE No. 5135 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Gregory A Prather
2023.07.25 07:37:26
-04'00'

*Gregory A. Prather, P.S.M.* *Florida Registration No. P.S.M. 5135* *DATE*
*Pickett and Associates, Inc.* *Florida Registration No. LB 364*

130.1-SD05-WSFX-07192023.DWG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475 SOUTH FIRST AVENUE
BARTOW, FLORIDA 33830
L.B. NUMBER 364
(863) 533-9095
www.pickettusa.com


| REVISIONS | | | |
|---|---|---|---|
| | 3 | 07/06/23 | ND |
| | 4 | 07/19/23 | ND |

| | |
|---|---|
| VENDOR PROJECT No. | 19344 |
| VENDOR DRAWING No. | SD 5655 |

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

CITY OF WINTER SPRINGS

WINTER SPRINGS – LOOP IN SANFORD & POINSETT 230kV

| DRAWN | CHECK | SCALE: N/A |
|---|---|---|
| BMW | ND | DATE: 10/15/20 |

DUKE ENERGY®

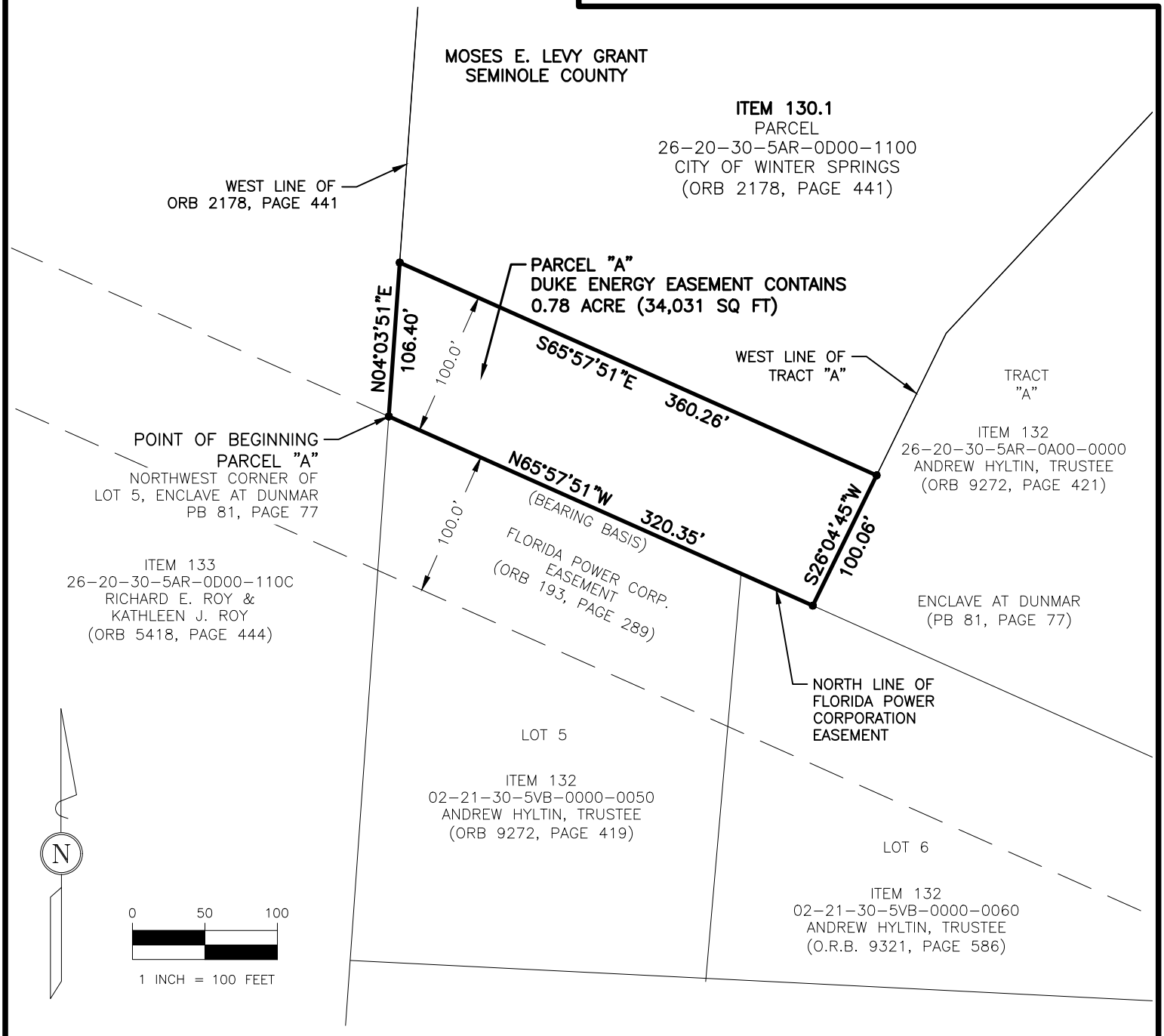
550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

| WO: 27299673 | | SHEET 1 OF 547 |
|---|---|---|
| SITE: | LU: | |

**EXHIBIT "A"** THIS IS NOT A SURVEY
**ITEM 130.1**

**LEGEND:**

| | |
|---|---|
| ORB | OFFICIAL RECORDS BOOK |
| P.S.M. | PROFESSIONAL SURVEYOR AND MAPPER |
| LB | LICENSED BUSINESS |
| PB | PLAT BOOK |

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| REVISIONS | | | |
|---|---|---|---|
| | 3 | 07/06/23 | ND |
| | 4 | 07/19/23 | ND |

| | |
|---|---|
| VENDOR PROJECT No. | 19344 |
| VENDOR DRAWING No. | SD 5655 |

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

CITY OF WINTER SPRINGS

WINTER SPRINGS – LOOP IN SANFORD & POINSETT 230kV

| DRAWN | CHECK | SCALE: 1"=100' |
|---|---|---|
| BMW | ND | DATE: 10/15/20 |

DUKE ENERGY®


550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361


| WO: 27299673 | | SHEET 2 OF 548 |
|---|---|---|
| SITE: | LU: | |

**EXHIBIT "A"**
**ITEM 130.1**

THIS IS NOT A SURVEY

# Legal Description:

Parcel #26-20-30-5AR-0D00-1100

PARCEL "B"
A portion of a parcel recorded in Official Records Book 2178, Page 441, public records of Seminole County, Florida, lying in the Moses E. Levy Grant, being described as follows:

Begin at the southeast corner of Tract "A", Enclave at Dunmar, as per the plat thereof recorded in Plat Book 81, Page 77, public records of Seminole County, Florida; thence North 10°47'33" West, along the east line of said Tract "A", a distance of 121.82 feet; thence South 65°57'51" East, a distance of 884.53 feet; thence North 03°35'16" East, a distance of 777.82 feet; thence North 10°52'59" East, a distance of 541.97 feet; thence North 08°43'33" West, a distance of 653.91 feet to the south line of the parcel recorded in Official Records Book 6842, Page 1507 public records of Seminole County, Florida; thence North 82°50'23" East, along said south line. a distance of 110.04 feet to the west line of the Florida Power and Light Company easement recorded in Official Records Book 148, Page 79, and Official Records Book 183, Page 132, public records of Seminole County, Florida; thence South 08°43'33" East, along said west line, a distance of 51.48 feet; thence North 81°16'27" East, a distance of 110.00 feet to the east line of the Florida Power and Light Company easement recorded in Official Records Book 148, Page 79, and Official Records Book 183, Page 132, public records of Seminole County, Florida; thence South 08°43'33" East, along said east line, a distance of 110.00 feet; thence South 81°16'27" West, a distance of 110.00 feet to said west line; thence South 08°43'33" East, along said west line, a distance of 478.64 feet; thence South 10°52'59" West, a distance of 582.67 feet; thence South 03°35'16" West, a distance of 915.46 feet to the north line of the Florida Power Corporation easement recorded in Official Records Book 193, Page 289, public records of Seminole County, Florida; thence North 65°57'51" West, along said north easement line, a distance of 958.96 feet to the Point of Beginning.

Contains 7.26 acres (316,342 Square Feet)

130.1-SD05-WSFX-07192023.DWG


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| REVISIONS | | | |
|---|---|---|---|
| | 3 | 07/06/23 | ND |
| | 4 | 07/19/23 | ND |

| | |
|---|---|
| VENDOR PROJECT No. | 19344 |
| VENDOR DRAWING No. | SD 5655 |

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

CITY OF WINTER SPRINGS

WINTER SPRINGS – LOOP IN SANFORD & POINSETT 230kV

| DRAWN | CHECK | SCALE: N/A |
|---|---|---|
| BMW | ND | DATE: 10/15/20 |

DUKE ENERGY®

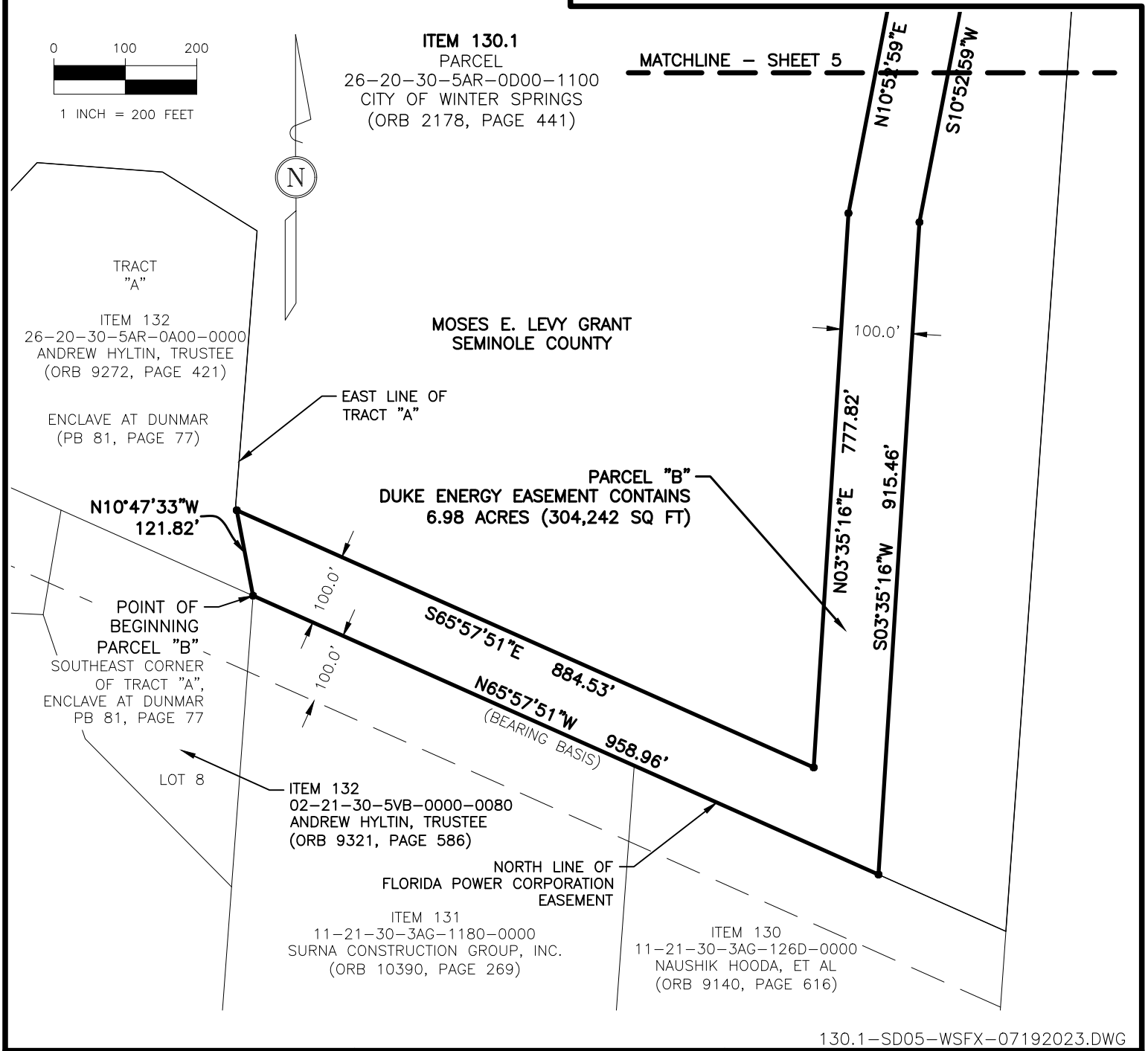

550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361


| WO: 27299673 | | SHEET 3 OF 549 |
|---|---|---|
| SITE: | LU: | |

**EXHIBIT "A"** THIS IS NOT A SURVEY
**ITEM 130.1**

**LEGEND:**

| | |
|---|---|
| ORB | OFFICIAL RECORDS BOOK |
| P.S.M. | PROFESSIONAL SURVEYOR AND MAPPER |
| LB | LICENSED BUSINESS |
| PB | PLAT BOOK |

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|---|---|---|---|
| | 3 | 07/06/23 | ND |
| | 4 | 07/19/23 | ND |

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|---|---|
| VENDOR PROJECT No. | 19344 |
| VENDOR DRAWING No. | SD 5655 |

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

CITY OF WINTER SPRINGS

WINTER SPRINGS – LOOP IN SANFORD & POINSETT 230kV

| DRAWN | CHECK | SCALE: 1"=200' |
|---|---|---|
| BMW | ND | DATE: 10/15/20 |

DUKE ENERGY®

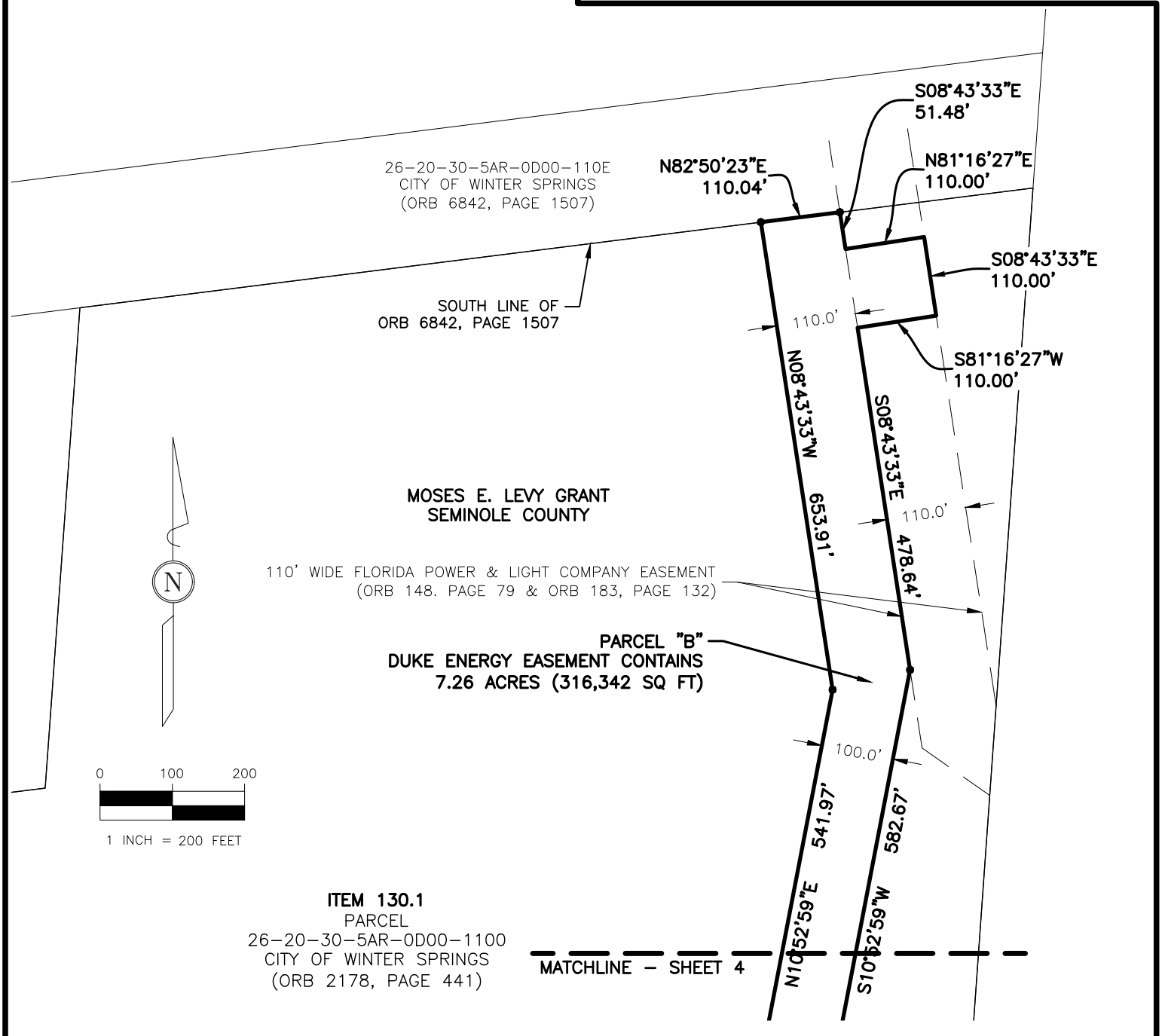

550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361


| WO: 27299673 | | SHEET 4 OF 550 |
|---|---|---|
| SITE: | LU: | |

**EXHIBIT "A"** THIS IS NOT A SURVEY
**ITEM 130.1**

**LEGEND:**

| | |
|---|---|
| ORB | OFFICIAL RECORDS BOOK |
| P.S.M. | PROFESSIONAL SURVEYOR AND MAPPER |
| LB | LICENSED BUSINESS |
| PB | PLAT BOOK |

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| | 3 | 07/06/23 | ND |
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| DRAWN | CHECK | SCALE: 1"=200' |
|---|---|---|
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DUKE ENERGY®

550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

| WO: 27299673 | | SHEET 5 OF 551 |
|---|---|---|
| SITE: | LU: | |

**Memorandum of Understanding**

This Memorandum of Understanding ("MOU") entered into this ___ day of _____, 2023, by and between DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY, ("Duke Energy") and the CITY OF WINTER SPRINGS, FLORIDA (the "City"), (hereinafter individually, a "Party," or collectively referred to as the "Parties").

W I T N E S S E T H

***WHEREAS***, the City is the fee simple owner of that certain property located in Winter Springs, Florida, currently being utilized as a utility spray field and defined as Seminole County Parcel ID: 26-20-30-5AR-0D00-1100 (the "Subject Property"); and

***WHEREAS,*** Duke Energy wishes to erect certain improvements within the Subject Property as further shown, indicated, and described on **Exhibit A** (the Easement Area); and

***WHEREAS***, the Parties have entered into this MOU for the purpose of establishing easement conditions for the installation of a new 230kv Transmission line (Winter Springs to Sanford Poinsett) to connect with an existing Florida Power and Light Transmission line that is adjacent to the Subject Property.

NOW, THEREFORE, for and in consideration of the benefits herein provided the Parties agree as follows:

1. Duke Energy shall be responsible for the following construction and access actions at the Property:

    a. Duke Energy will install gates with interlocking locks at mutually agreeable location within the Subject Property in accordance with specifications approved by the City.
    b. Duke Energy will construct a stabilization path using fifty-seven (57) stone.
    c. Duke Energy will identify any underground facility conflicts located within the Easement Area, using either Ground Penetrating Radar or Sub-Surface Utility Engineering or both.
    d. Duke Energy will take such steps as may be reasonably necessary to minimize damage to the Easement Area. Duke Energy will use matting on an as needed basis to minimize and/or prevent damage to existing improvements located Easement Area. In the event that damage occurs by Duke Energy's actions, Duke Energy will promptly repair or cause to be repaired to the City's satisfaction any physical damage to the surface area of the Easement Area, existing improvements, and Easement Area resulting from the exercise of the rights granted herein to Duke Energy.
    e. Duke Energy will construct access around wetland areas, which will be located in a mutually agreeable location. Upon completion of the construction of the access path, the City and Duke Energy covenant to jointly prepare and execute an acceptable and recordable access agreement.
    f. As-built drawings will be provided at the completion of construction
    g. Ground penetrating Radar (GPR) and/or soft digs will be performed at each pole location to avoid contact with underground utilities.

2. Duke Energy agrees to indemnify and hold harmless the City and its employees and officials from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from Duke Energy's and its contractors use of the Easement Area including, but not limited to, the construction, location, repair, replacement, and maintenance of any improvements installed within the Easement Area, except in any situation where such injury, loss or damage as shall have been caused by the negligent or intentional act of the City and its employees and officials

3. This MOU constitutes the entire agreement between the parties with respect to the actions completed herein, and, except as set forth herein, it supersedes all prior understandings or agreements between the parties related to this Agreement. The provisions of Section 1 of the Memorandum of Understanding shall remain in full force and effect.

4. This MOU shall be binding on the parties hereto and their representative, successors, and assigns. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto, which may not be unreasonably withheld.

5. This MOU shall be governed by and construed in accordance with the laws of Florida. Venue for any legal proceeding related to this MOU shall be Seminole County, Florida. This MOU may be executed in multiple counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE(S) TO FOLLOW, REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this MOU by their respective authorized signors as of the day and year first written above.

**Duke Energy:**

**DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY**

By:_____

Title: Manager Land Services Florida

Printed Name: Karen Adams

Date:_____

**The City:**

**CITY OF WINTER SPRINGS, FLORIDA**

By:_____

Title:_____

Printed Name:_____

Date:_____

Attest:

Signature:_____

Title:_____

Printed Name:_____

Approved as to correctness and form:

_____
City Attorney

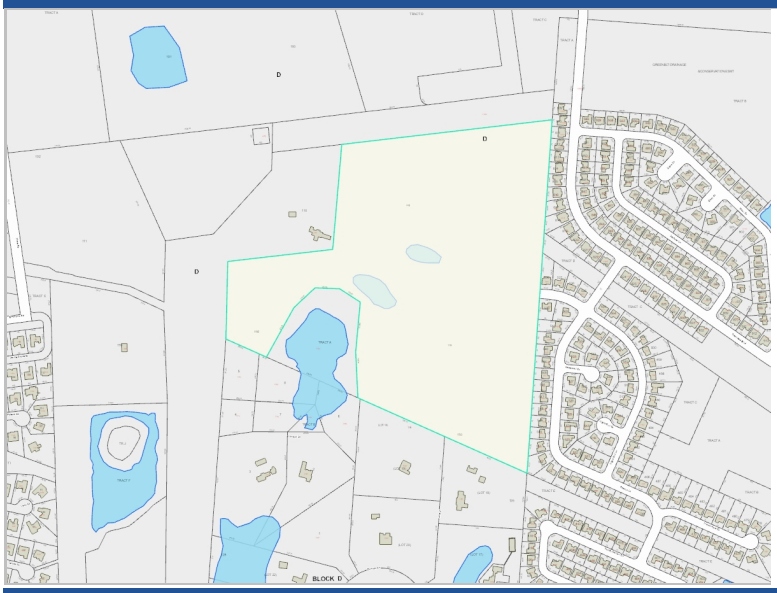
Existing Transmission Line
Duke Energy
Winter Springs
Substation
Existing Duke Energy Transmission Line
Winding Waters Cir
Winding Chase Blvd
Bahama Rd
Panama Rd
Dunmar Cir
Feet
0
500
1 inch = 500 feet
DUKE ENERGY.
WINTER SPRINGS - POINSETT 230 KV
TRANSMISSION LINE ROUTE MAP
DUKE ENERGY RELIABILITY ENHANCEMENT PROJECT
SEMINOLE COUNTY, FLORIDA
New Duke Energy Transmission Line*
Existing Duke Energy Transmission Line
Duke Energy Winter Springs Substation Boundary
Existing Trans
Parcel Bound
Easement on
*Final route alignment is subject to detailed engineering
555
E
S

# Property Record Card

SEMINOLE COUNTY PROPERTY APPRAISER
DAVID JOHNSON, CFA

**Parcel** 26-20-30-5AR-0D00-1100
**Property Address** WINTER SPRINGS, FL 32708

## Parcel Location



## Site View

Sorry, No Image Available at this Time

## Parcel Information

| | |
|---|---|
| **Parcel** | 26-20-30-5AR-0D00-1100 |
| **Owner(s)** | WINTER SPRINGS CITY OF |
| **Property Address** | WINTER SPRINGS, FL 32708 |
| **Mailing** | 1126 E STATE ROAD 434 WINTER SPGS, FL 32708-2715 |
| **Subdivision Name** | D R MITCHELLS SURVEY OF THE LEVY GRANT |
| **Tax District** | W1-WINTER SPRINGS |
| **DOR Use Code** | 80-VACANT GOVERNMENT |
| **Exemptions** | 80-CITY(2007) |
| **AG Classification** | No |

## Value Summary

| | 2024 Working Values | 2023 Certified Values |
|---|---|---|
| **Valuation Method** | Cost/Market | Cost/Market |
| **Number of Buildings** | 0 | 0 |
| **Depreciated Bldg Value** | | |
| **Depreciated EXFT Value** | | |
| **Land Value (Market)** | $858,962 | $858,962 |
| **Land Value Ag** | | |
| **Just/Market Value** | $858,962 | $858,962 |
| **Portability Adj** | | |
| **Save Our Homes Adj** | $0 | $0 |
| **Amendment 1 Adj** | $0 | $0 |
| **P&G Adj** | $0 | $0 |
| **Assessed Value** | $858,962 | $858,962 |

## 2023 Certified Tax Summary

**2023 Tax Amount without Exemptions** $13,406.08
**2023 Tax Savings with Exemptions** $13,406.08
**2023 Tax Bill Amount** $0.00

* Does NOT INCLUDE Non Ad Valorem Assessments

## Legal Description

PT OF LOTS 110 & 118 DESC AS
BEG 3740.29 FT N 4 DEG 57 MIN
42 SEC E OF INT OF S LI LEVY GRANT
& W LI GARDENA FARMS RUN N 4 DEG
57 MIN 42 SEC E 2237.27 FT S 83
DEG 44 MIN 2 SEC W 1327.88 FT
S 5 DEG 1 MIN 36 SEC W 665.88 FT
S 83 DEG 44 MIN 33 SEC W 666.11
FT S 4 DEG 57 MIN 30 SEC W 472.57
TO NLY R/W 100 FT FPC ESMT S 65
DEG 4 MIN 35 SEC E ON NLY R/W
2081.65 FT TO BEG (LESS BEG 3740.29

556

FT N 4 DEG 57 MIN 42 SEC E &
1154.35 FT N 65 DEG 4 MIN 35 SEC W
OF INT S LI LEVY GRANT & W LI
GARDENA FARMS RUN N 65 DEG 4 MIN
53 SEC W 606.99 FT N 26 DEG 58 MIN
24 SEC E 209.24 FT N 43 DEG 56 MIN
15 SEC E 234.52 FT S 84 DEG 46 MIN
45 SEC E 176.3 FT S 57 DEG 14 MIN
25 SEC E 155.67 FT S 5 DEG 20 MIN
39 SEC W 385.19 FT S 9 DEG 53 MIN
54 SEC E 129.28 FT TO BEG) BLK D
D R MITCHELLS SURVEY OF THE
LEVY GRANT
PB 1 PG 5

## Taxes

| Taxing Authority | Assessment Value | Exempt Values | Taxable Value |
|---|---|---|---|
| SJWM(Saint Johns Water Management) | $858,962 | $858,962 | $0 |
| CITY WINTER SPRINGS | $858,962 | $858,962 | $0 |
| FIRE FUND | $858,962 | $858,962 | $0 |
| COUNTY GENERAL FUND | $858,962 | $858,962 | $0 |
| Schools | $858,962 | $858,962 | $0 |

## Sales

| Description | Date | Book | Page | Amount | Qualified | Vac/Imp |
|---|---|---|---|---|---|---|
| WARRANTY DEED | 04/01/1990 | 02178 | 0441 | $1,500,000 | No | Vacant |
| QUIT CLAIM DEED | 03/01/1979 | 01217 | 0758 | $100 | No | Improved |

## Land

| Method | Frontage | Depth | Units | Units Price | Land Value |
|---|---|---|---|---|---|
| ACREAGE | | | 55.98 | $30,680.00 | $858,733 |
| ACREAGE | | | 2.2 | $104.00 | $229 |

## Building Information

## Permits

| Permit # | Description | Agency | Amount | CO Date | Permit Date |
|---|---|---|---|---|---|

## Extra Features

| Description | Year Built | Units | Value | New Cost |
|---|---|---|---|---|

## Zoning

| Zoning | Zoning Description | Future Land Use | Future Land Use Description |
|---|---|---|---|
| R-1A | | Public / Semi-Public | Single Family-9000 |

## Utility Information

| Fire Station | Power | Phone(Analog) | Water Provider | Sewer Provider | Garbage Pickup | Recycle | Yard Waste | Hauler |
|---|---|---|---|---|---|---|---|---|
| 26.00 | DUKE | CENTURY LINK | WINTER SPRINGS | CITY OF WINTER SPRINGS | NA | NA | NA | NA |

## Political Representation

| Commissioner | US Congress | State House | State Senate | Voting Precinct |
|---|---|---|---|---|
| Dist 5 - Rob Elliot | Dist 7 - Cory Mills | Dist 38 - DAVID SMITH | Dist 10 - Jason Brodeur | 48 |

## School Information

| Elementary School District | Middle School District | High School District |
|---|---|---|
| Layer | Indian Trails | Winter Springs |

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# PUBLIC HEARINGS AGENDA ITEM 402

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Second Reading of Ordinance 2023-06, Amending the City of Winter Springs Comprehensive Plan, Infrastructure Element and Capital Improvements Element relating to Stormwater Management and Levels of Service.

## SUMMARY

Staff is requesting that the City Commission conduct another adoption hearing regarding Ordinance No. 2023-06 amending the City of Winter Springs Comprehensive Plan, Infrastructure Element and Capital Improvements Element relating to Stormwater Management and Levels of Service. On January 9, 2023, the City Commission adopted a temporary moratorium on the filing, processing, consideration, or decision of final engineering plan and subdivision of land applications for developments requiring the construction of stormwater management and drainage systems.

As a result of the adoption of that temporary moratorium, the City Commission instructed City Staff to work with Pegasus Engineering to study the impacts of recent flooding as a result of Hurricane Ian and Hurricane Nicole and to determine if there were changes that could be made to Chapter 9 of the City Code related to stormwater design requirements. This ordinance amends the City's Comprehensive Plan, specifically the Infrastructure Element and Capital Improvements Element, to address changes to the City's stormwater management requirements addressed in Ordinance 2023-07.

The City Commission previously held a Second Reading and Adoption of Ordinance 2023-06 on August 28, 2023, but the State Department of Commerce is requiring that the City conduct another Adoption hearing as the ordinance was not timely filed by the City with the Department of Commerce after that previous adoption hearing.

## FUNDING SOURCE

## RECOMMENDATION

Staff recommends that the City Commission hold an additional Public Hearing and approve the Adoption of Ordinance 2023-06.

**ORDINANCE NO. 2023-06**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AMENDING THE CITY OF WINTER SPRINGS COMPREHENSIVE PLAN, INFRASTRUCTURE ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT RELATING TO STORMWATER MANAGEMENT AND LEVELS OF SERVICE, PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Legislature intends that local planning be a continuous and ongoing process; and

**WHEREAS**, section 163.3161, et. seq., Florida Statutes, established the Community Planning Act; and

**WHEREAS**, consistent with the Community Planning Act, the City Commission adopted the City of Winter Springs Comprehensive Plan; and

**WHEREAS**, pursuant to the Community Planning Act, the City of Winter Springs may update its Comprehensive Plan as necessary to adapt to the changing needs of the City's residents and to ensure that the Plan reflects the best practices in city planning thus ensuring responsible future development; and

**WHEREAS**, several recent severe rainfall events, including Hurricane Ian and Hurricane Nicole in 2022, have caused or contributed to increased levels of stormwater runoff and significant amounts of flooding throughout the City; and

**WHEREAS**, as a response to these severe storm events, the City enacted a temporary moratorium via Ordinance 2022-12 within the jurisdictional limits of the City of Winter Springs regarding the filing, processing, consideration, and decision of final engineering plan and subdivision of land applications for development requiring construction of stormwater management and drainage systems in all zoning districts of the City and requested that the City staff and City Attorney develop amendments to the applicable comprehensive plan requirements to enhance the stormwater design requirements of the City; and

**WHEREAS**, the City's Stormwater Engineer has conducted a thorough review of the City's stormwater management policies and has recommended that changes be made to the City's Comprehensive Plan and associated land development regulations in order to ensure that the City's infrastructure and future developments are designed to accommodate the increased amount of

stormwater runoff associated with increasingly strong and frequent severe rainfall events in the City of Winter Springs and Central Florida; and

**WHEREAS**, the Local Planning Agency has reviewed the amendments to the Comprehensive Plan, Infrastructure Element and Capital Improvements Element, set forth herein, held an advertised public hearing, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

**WHEREAS**, the City Commission, after considering the Local Planning Agency's review comments and recommendations for amendments to the Comprehensive Plan Infrastructure Element and the Comprehensive Plan Capital Improvements Element, desires to adopt the amendments set forth herein; and

**WHEREAS**, the City Commission hereby finds that updating the City's stormwater management policies is vital for the future well-being of the City and its residents; and

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

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

**Section 1.** **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

**Section 2.** **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, Sections 163.3161, et. seq., Florida Statutes.

**Section 3.** **Purpose and Intent.** The purpose and intent of this Ordinance is to adopt amendments to the Comprehensive Plan which incorporate the revisions stated herein as a part of the City of Winter Springs Comprehensive Plan.

**Section 4.** **Adoption of Text Amendment.** The City Commission of the City of Winter Springs hereby amends the Infrastructure Element of the Winter Springs Comprehensive Plan as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the text existing in the Infrastructure Element. It is intended that the text in the Infrastructure Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

## CHAPTER IV
## INFRASTRUCTURE ELEMENT

## IV-A GOALS, OBJECTIVES AND POLICIES

* * *

### DRAINAGE

**GOAL 4:** Provide a stormwater system of appropriate capacity to protect the life and property of the citizens of the City, as well as decreasing adverse environmental impacts attributable to stormwater runoff.

**Objective 4.1: Flood Control.** The City shall achieve and maintain the following adopted stormwater management Level of Service (LOS) standards that shall meet or exceed state and federal regulations for stormwater quality and quantity.

**Policy 4.1.1:** Adopt LOS standards as follows: Require new development and redevelopment to meet the following water quality and quantity standards.

• Water Quantity - At a minimum, the ~~peak~~ post-development peak discharge ~~runoff~~ rate or discharge volume as applicable shall not exceed the ~~peak~~ pre-development ~~runoff~~ peak discharge rate or discharge volume for the ~~25-year, 24-hour~~ design storm events identified in the City's Land Development Code. In addition, if downstream facilities (from the positive outfall of the development) are inadequate to convey the post-development peak discharge rates for the applicable design storm events, the development shall be required to accommodate its proportion of ~~basin runoff~~ the discharge rates above the downstream systems actual capacity.

• Water Quality - Stormwater treatment shall be required to serve the development through a stormwater treatment system which is site-specific; or serve sub-areas of the City and, if applicable, Seminole County. Regardless of the area served, the stormwater treatment system must provide a level of treatment which meets the requirements of the Florida Administrative Code (F.A.C.).

• Roadway construction - All public roadways within a development, and required as part of the development order, shall be designed and constructed to standards which do not allow any amount of water above the roadway during the following storm events for the following roadway types:

• Local Roadway – 25-year, 24-hour design storm event (8.6 inches of rainfall).

• Collector Roadway – 25-year, 24-hour design storm event (8.6 inches of rainfall).

• Arterial Roadway – 100-year, 24-hour design storm event (~~10.6~~ 11.6 inches of rainfall).

* * *

**IV-E DRAINAGE SUB-ELEMENT**

* * *

**B. STORMWATER FACILITIES INVENTORY**

* * *

**3. Capacity and Level of Service**

The areas of Winter Springs that have a paved infrastructure system under the control and maintenance of the City and have a stormwater management system with a design capacity to handle a 25-year, 24-hour storm event represent approximately 59% of the City's overall area. Approximately 95 percent of the City's drainage facility capacity is apportioned to the City; the remainder serves the cities of Oviedo and Casselberry.

The 10-, 25-, and 100-year, 24-hour storm events were considered in the analysis of the City's six (6) drainage basins (Soldiers Creek, Gee Creek, No Name Creek, Howell Creek, Bear Gully Creek and Sweetwater Creek) ~~existing drainage systems~~. These storm events were selected by the City's staff to evaluate the LOS of the City's drainage basins ~~existing secondary drainage systems~~. The approximate LOS for the City's six (6) drainage basins ~~secondary drainage systems~~ was determined as required by Chapter 9J-5, F.A.C. The LOS for the analysis of the secondary basins was assigned as summarized below:

- LOS A – Protection from 100-year, 24-hour storm event
- LOS B - Protection from 25-year, 24-hour storm event
- LOS C - Protection from 10-year, 24-hour storm event
- LOS D - Flooding from 10-year, 24-hour storm event

* * *

**Section 5.** **Adoption of Text Amendment.** The City Commission of the City of Winter Springs hereby amends the Capital Improvements Element of the Winter Springs Comprehensive Plan as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the text existing in the Capital Improvements Element. It is intended that the text in the Capital Improvements Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

## CHAPTER IX
## CAPITAL IMPROVEMENTS ELEMENT

### A. GOALS, OBJECTIVES, AND POLICIES

* * *

**Objective 1.2:** ***Level of Service (LOS) and Mobility Strategies*****.** The City shall utilize Level of Service (LOS) criteria and mobility strategies defined in the various elements of this Plan when determining the timing and funding of capital projects and to assist in determining a fair share that a development should contribute to the achievement of mobility strategies. The City must demonstrate that the LOS standards will be achieved and maintained by the end of the five-year planning period. A deficiency is a facility of service that does not meet (is operating below) the adopted Level of Service (LOS) standard. Within the citywide TCEA, mobility strategies as detailed in the Multimodal Transportation Element shall apply, which include Quality/Levels of Service (Q/LOS) for monitoring purposes. The City shall annually monitor evaluate whether conditions that trigger the need to alter Q/LOS standards (as identified in the Multimodal Transportation Element) have been achieved. If so, necessary improvements shall be included in capital or operating budgets and within the Capital Improvements Element. (Ord. 2010-18; 10-25- 10)

**Policy 1.2.1**: Adopt LOS standards and mobility strategies for facilities and infrastructure as follows:

* * *

e) Stormwater Management- (Cross Reference: See Infrastructure Element, Policy 4.1.1.)

1) Water Quantity - ~~Peak post-development runoff rate shall not exceed peak pre-development runoff rate for the 25year, 24-hour storm event.~~ The post-development peak discharge rate or discharge volume as applicable shall not exceed the pre-development peak discharge rate or discharge volume for the design storm events identified in the City's Land Development Code. Each development shall accommodate its proportion of basin runoff rate above the downstream systems actual capacity.

2) Water Quality - Stormwater treatment system which meets the requirements of the Florida Administrative Code (F.A.C.) and which is site-specific or serve sub-areas of the City.

3) Roadway construction - All public roadways within a development shall be designed and constructed to standards which do not allow any amount of water above the roadway centerline during the following storm events for the following roadway types:

   i. Local Roadway – 25-year, 24-hour design storm event (8.6 inches of rainfall).

   ii. Collector Roadway – 25-year, 24-hour design storm event (8.6 inches of rainfall).

   iii. Arterial Roadway – 100-year, 24-hour design storm event (~~10.6~~ 11.6 inches of rainfall).

* * *

**Section 6. Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent Ordinances and Resolutions adopted by the City Commission of the City of Winter Springs, or parts of Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

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

**Section 8. Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendments adopted by this Ordinance, said Amendments shall be incorporated into the City of Winter Springs Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

**Section 9. Effective Date and Legal Status of the Plan Amendment.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184 (3)(c), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued or commenced before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Winter Springs Comprehensive Plan and become a part of that plan and the plan

amendment shall have the legal status of the City of Winter Springs Comprehensive Plan, as amended.

_____
**KEVIN McCANN**
**Mayor**

**ATTEST:**

_____
**CHRISTIAN GOWAN**
**City Clerk**

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

_____
**ANTHONY A. GARGANESE, City Attorney**

| | |
|---|---|
| First Legal Advertisement: | May 22, 2023 |
| Transmittal Hearing: | June 12, 2023 |
| Second Legal Advertisement: | August 16, 2023 |
| Second Hearing: | August 28, 2023 |
| Third Legal Advertisement: | December 5, 2023 |
| Adoption Hearing: | December 11, 2023 |
| Effective Date: | See Section 9 |

# LegalNotices

Additional Public Notices can be found online at classifieds.orlandosentinel.com and floridapublicnotices.com

## Advertisements for Bid

**VEOLIA KRUGER EQUIPMENT MAINTENANCE & REPAIR SERVICES RFQ 23/24-06**

PUBLIC NOTICE is hereby given by the City of Sanford, Florida, a municipal corporation existing under the laws of the State of Florida, invites interested, licensed and qualified firms to submit competitive sealed proposals in response to RFQ 23/24-06, Veolia Kruger Equipment Maintenance & Repair Services for the City of Sanford, as outlined in the RFQ solicitation document.

The bidder shall make themselves familiar with the City of Sanford's Veolia Kruger equipment at various location in Sanford, Florida the Contractor shall provide all labor, materials, equipment, tools, and vehicles necessary to perform the duties of this solicitation if awarded a contract. The RFQ solicitation document is available for download from My VendorLink website at www.myvendorlink.com Questions regarding this solicitation must be received in writing at the address above no later than Thursday, December 21, 2023 at 2:00 P.M. Local Time.

Sealed responses shall be submitted to the City of Sanford, Attention: Purchasing Division, located at 300 N. Park Avenue Suite 243 2 nd Floor Sanford, Florida 32771 no later than Thursday, December 28, 2023 at 2:00 P.M. Local Time.
12/05/2023 7541837

## Fictitious Name

**NOTICE UNDER FICTITIOUS NAME**

TO WHOM IT MAY CONCERN: Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice. The fictitious name, to-wit:

**NUMIRU**

under which (I am) (we are) engaged in business at 1156 W STATE ROAD 434, LONGWOOD, FL 32750 That the (party) (parties) interested in said business enterprise is as follows:

**NUMIRU, LLC**
**1032 E BRANDON BLVD #1250, BRANDON, FL 33511**

Dated at Longwood, Seminole County , Florida, 12/05/2023

7543247 12/5/2023

## Public Hearing Notices

**NOTICE OF PUBLIC HEARING CITY OF WINTER SPRINGS**

NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION WILL CONSIDER THE ADOPTION OF THE FOLLOWING:

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AMENDING THE CITY OF WINTER SPRINGS COMPREHENSIVE PLAN, INFRASTRUCTURE ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT RELATING TO STORMWATER MANAGEMENT AND LEVELS OF SERVICE, PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY; AND AN EFFECTIVE DATE.

THE CITY COMMISSION SECOND READING/ADOPTION

PUBLIC HEARING

WILL BE HELD ON MONDAY, DECEMBER 11, 2023 AT 6:30 P.M. OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL 1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA

THE CITY COMMISSION RESERVES THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THIS ORDINANCE AT THIS MEETING WITHOUT FURTHER NOTICE.

The proposed ordinance may be obtained by interested parties Between 8 a.m. and 5 p.m., Monday through Friday, at the City's Clerk's Office, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #253. Persons with Disabilities needing assistance to participate in any of these proceedings should call (407) 327-1800 #227, 48 hours in Advance of the meeting. This is a public hearing, and interested Parties are advised that they may appear at the meeting and be heard with respect to the proposed ordinance. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.

12/05/2023 7542236

## Sale Notices

**NOTICE OF PUBLIC SALE**

JEY Towing & Recovery Services, gives notice of foreclosure of lien and intent to sell these vehicles at 11337 Rocket Blvd, Orlando Fl 32824, pursuant to subsection 713.78 of the Florida Statues.

JEY Towing & Recovery Services reserves the right to accept or reject any and/or all bids.

2000 MERCEDES BENZ VIN#WDBLJ65G5YF160000 12/19/2023 8:00AM

2012 FORD FOCUS VIN#1FAHP3F26CL254684 12/19/2023 8:00AM
12/5/23 7540016

## Miscellaneous Legals

**NOTICE TO PERSONS OR ENTITIES WHO MAY HAVE DOCUMENTS IN THE POSSESSION OF ATTORNEY FRANCES GRACE JAYNAL**

Frances Grace Jaynal, of Pinellas Park, Florida, has been permanently disbarred. This attorney's files are in the possession of an Inventory Attorney for the purposes of locating affected parties prior to destruction of said files. Those persons with claims to original documents that were in the keeping of Frances Grace Jaynal should contact Inventory Attorney Catherine Blackburn within the next 30 days at 727-826-0923, or email info@lifeplanlaw.com. Please provide documentation, which is required, that indicates your claim to any original will or legal document.
12/5/2023 , 12/12/2023 7533528


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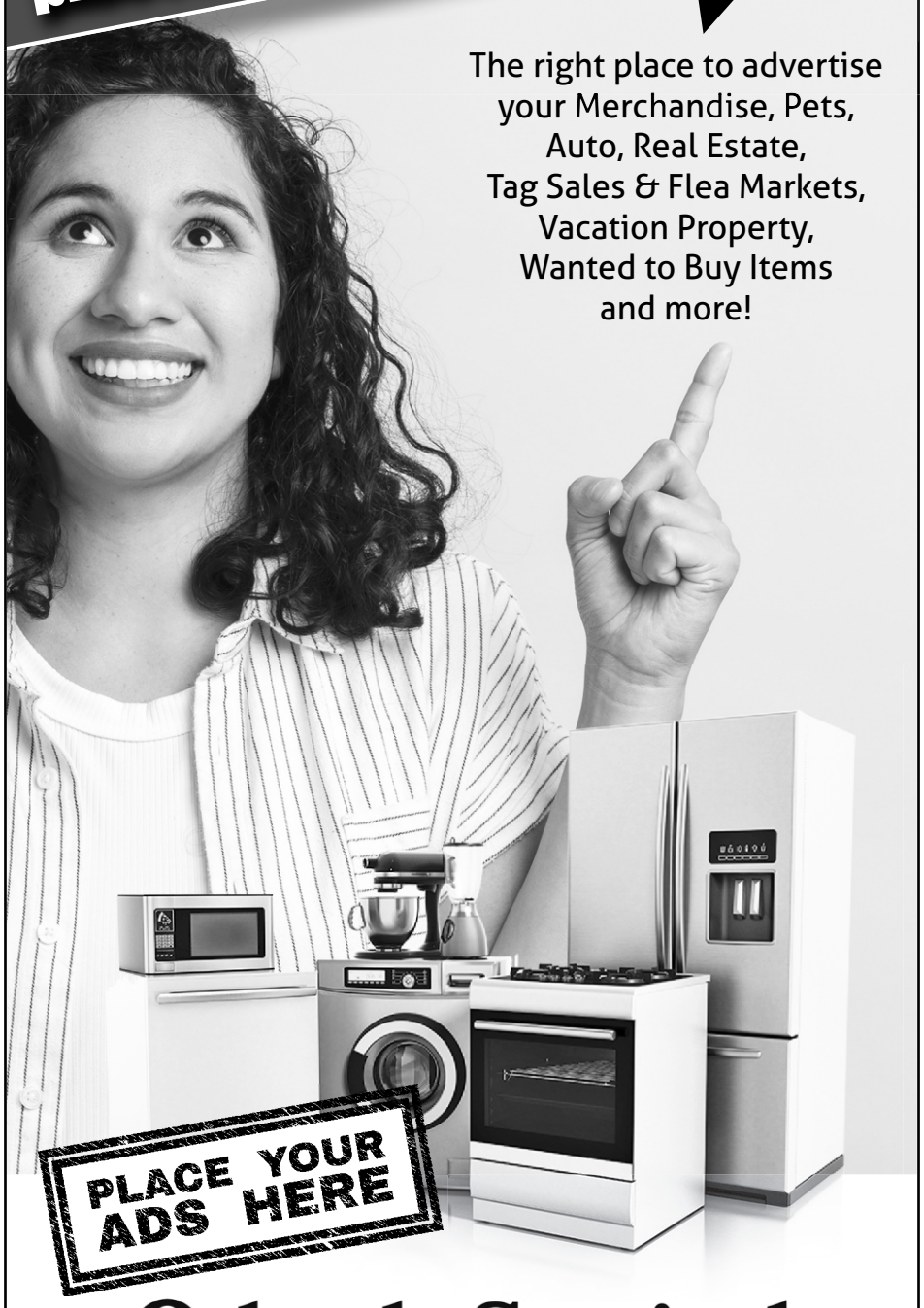


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# PUBLIC HEARINGS AGENDA ITEM 403

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Second Reading of Ordinance 2023-07, Amending Chapter 9, Article I, Section 9-1 of the City's Code of Ordinances; Repealing in its Entirety Chapter 9, Division 5, Section 9-241 of the City's Code of Ordinances and Adopting a New Section 9-241 in Order to Update the City's Stormwater Management Regulations.

## SUMMARY

Staff is requesting that the City Commission hold a Public Hearing and approve the First Hearing of Ordinance 2023-07, amending the City's stormwater management regulations. On January 9, 2023, the City Commission adopted a temporary moratorium on the filing, processing, consideration, or decision of final engineering plan and subdivision of land applications for developments requiring the construction of stormwater management and drainage systems. As a result of the adoption of that temporary moratorium, the City Commission instructed City Staff to work with Pegasus Engineering to study the impacts of recent flooding as a result of Hurricane Ian and Hurricane Nicole and to determine if there were changes that could be made to Chapter 9 of the City Code related to stormwater design requirements. This ordinance amends the City's stormwater management regulations to adhere to FDOT Critical Duration Analysis (now called FDOT Storm for Storm Approach).

The adoption of Ordinance 2023-07 was postponed in Summer 2023 when the Florida Legislature adopted SB 250, which prohibited municipalities within 100 miles of landfall of Hurricanes Ian and Nicole from adopting stronger stormwater management regulations. However, the Florida Legislature recently adopted HB 1C, which amended the language of SB 250 to reduce the portion of the state prohibited from adopting stronger stormwater management regulations to a 10 County area in Southwest Florida. As such, the City is no longer under the prohibitions of SB 250 and can adopted stronger stormwater management regulations.

## FUNDING SOURCE

N/A

## RECOMMENDATION

Staff recommends that the City Commission hold a Public Hearing and approve the Second Reading/Adoption of Ordinance 2023-07.

**ORDINANCE NO. 2023-07**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AMENDING CHAPTER 9, ARTICLE I, SECTION 9-1 OF THE CITY'S CODE OF ORDINANCES; REPEALING IN ITS ENTIRETY CHAPTER 9, ARTICLE IV, DIVISION 4, SECTION 9-241, OF THE CITY'S CODE OF ORDINANCES AND ADOPTING A NEW SECTION 9-241 IN ORDER TO UPDATE THE CITY'S STORMWATER MANAGEMENT REGULATIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY; AND AN EFFECTIVE DATE.**

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

**WHEREAS**, several recent severe rainfall events, including Hurricane Ian and Hurricane Nicole in 2022, have caused or contributed to increased levels of stormwater runoff and significant amounts of flooding throughout the City; and

**WHEREAS**, as a response to these severe storm events, the City enacted a temporary moratorium via Ordinance 2022-12 within the jurisdictional limits of the City of Winter Springs regarding the filing, processing, consideration, and decision of final engineering plan and subdivision of land applications for development requiring construction of stormwater management and drainage systems in all zoning districts of the City and requested that the City staff and City Attorney develop amendments to the applicable comprehensive plan requirements to enhance the stormwater design requirements of the City; and

**WHEREAS**, the City's Stormwater Engineer has conducted a thorough review of the City's stormwater management policies and has recommended that changes be made to the City's Land Development Code in order to ensure that future developments within the City are designed to accommodate the increased amount of stormwater runoff associated with increasingly strong and frequent severe rainfall events; and

**WHEREAS**, the City Commission desires to amend Chapter 9, Article I, Section 9-1, and to repeal the current and create a new Chapter 9, Article IV, Division 4, Section 9-241 of the City Code in order to update the City's stormwater management policies consistent with the recommendations of the City's Stormwater Engineer; and

**WHEREAS**, the City Commission finds that updating the City's stormwater management policies is vital for the future well-being of the City and its residents and is consistent with Goal 4 of the City's Comprehensive Plan, Infrastructure Element, which is to provide a stormwater system

of appropriate capacity to protect the life and property of the citizens of the City, as well as decrease adverse environmental impacts attributable to stormwater runoff; and

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

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

**Section 1. Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

**Section 2. Code Amendment.** The City Code of the City of Winter Springs, Florida, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 9, Article I, Section 9-1. It is intended that the text in Chapter 9, Article I, Section 9-1 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

**Chapter 9 – LAND DEVELOPMENT**

* * *

**ARTICLE I. – IN GENERAL**

**SEC. 9-1. – Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

*Closed Basin* means a watershed without a positive outlet into surface waters which under normal conditions drain by gravity into a lake, river or other tributary that ultimately discharges into the Atlantic Ocean.

*Critical Duration Matrix of Storm Events* means a collection of 48 hypothetical storm events of specific frequency and duration that will need to be analyzed to demonstrate compliance with the City's code.

*Design Storms* mean the Critical Duration Matrix of Storm Events in combination with other storm events of 24-hour duration, including the Mean Annual, 10-year, 25-year and 100-year storms.

* * *

*Existing Condition* means the land cover that exists before improvements are made within the project area.

* * *

*Freeboard* means the vertical distance between the design high water elevation and the lowest elevation of the pond top of bank, levee or berm.

*Impervious Area* means surfaces which do not allow, or minimally allow, the infiltration of water. Examples of impervious areas include building roofs, all concrete and asphalt pavements, compacted soils and traffic-bearing areas such as limerock, lakes, ponds, wetlands, and other areas as determined by the city engineer. Pervious pavement, porous concrete and turf blocks are not considered impervious area relative to stormwater management criteria.

* * *

*Open Basin* means a watershed with a positive outlet into surface waters which under normal conditions drain by gravity into a lake, river or other tributary that ultimately discharges into the Atlantic Ocean. Pump stations and drainage wells are not considered positive outlets.

* * *

*Proposed Condition* means the land cover that exists after improvements are made within the project area.

* * *

*Storm for Storm Approach* means that the discharge rate or discharge volume for proposed conditions for a particular design storm (frequency and duration) is compared to the discharge rate or discharge volume for existing conditions for the same design storm (frequency and duration) to ensure no increase.

* * *

*Table Templates* means the formatted tables that must be used to summarize the stormwater modeling results for the design storms.

* * *

**Section 3.** **Repealer.** Chapter 9, Article IV, Division 4, Section 9-241, of the Code of Ordinances of the City of Winter Springs, Florida, is hereby repealed in its entirety and replaced as provided in Section 4 of this Ordinance.

**Section 4.** **Adoption of a new Chapter 9, Article IV, Division 4, Section 9-241.** Chapter 9, Article IV, Division 4, Section 9-241, is hereby replaced with the following: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 9. It is intended that the text in Chapter 9 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

**ARTICLE IV. – REQUIRED IMPROVEMENTS**

* * *

**DIVISION 4. – DRAINAGE**

Sec. 9-241. – Stormwater management.

(a) Applicability of regulations and approval by city engineer.

(1) Stormwater regulations, criteria and design requirements of the Florida Department of Transportation (FDOT), the St. Johns River Water Management District (SJRWMD), the Department of Environmental Protection (DEP), among others, as they may exist and be modified from time to time, are to be the regulations, criteria, and design requirements which the city shall utilize for review of stormwater management facilities. All city stormwater requirements shall also apply in addition to any federal and state requirements. If there is a conflict between regulations, criteria and design requirements, the most stringent shall apply. In the case of any dispute or question as to the meaning, interpretation or application of any regulation, criteria or design requirement, the final interpretation shall be made by the city engineer in favor of the city. Further guidance and technical requirements related to stormwater management facilities and design may be adopted by resolution of the City Commission.

(2) Stormwater management is required for all new development and significant redevelopment projects where either cumulatively results in any of the following:

A. Any project in, on, or over wetlands or other surface waters;
B. A total of more than 4,000 square feet of impervious or semi-impervious surface area subject to vehicular traffic;
C. A total of more than 9,000 square feet of impervious and semi-impervious surface area;

D. A total project area of more than five acres;
E. A capability of impounding more than 40-acre-feet of water;
F. Any dam having a height of more than ten feet, as measured from the lowest elevation of the downstream toe to the dam crest;
G. Any project that is part of a larger common plan of development or sale;
H. Any dry storage facility storing ten or more vessels that is functionally associated with a boat launching area; and
I. Any modification or alteration of a project previously permitted under pt. IV of ch. 373 , F.S.

(3) Notwithstanding the requirements of subsection (2) above, the following activities shall be exempt from the standards of this Section:

A. Construction, alteration, and maintenance of single-family residences and duplexes and their associated accessory structures not part of a larger common plan of development or sale that do not involve any work in wetlands, floodplains, or other surface waters; and
B. Maintenance, alteration, renewal, use or improvement to an existing stormwater management structure not changing or affecting rate or volume of stormwater runoff or causing a violation of state water quality standards; and
C. Maintenance, replacement, and repair work on bridges, driveways, and roadways as provided in Rule 62-330.051(4) F.A.C.; and
D. Installation, maintenance, repair, replacement, and removal of utilities as provided in Rule 62-330.051(14), F.A.C.; and
E. Construction, alteration, maintenance, removal, or abandonment of recreational paths for pedestrians, bicycles, and golf carts as provided in Rule 62-330.051(10), F.A.C.

(4) The design concept for drainage systems in proposed new developments and significant redevelopments shall be approved by the city engineer except where otherwise exempt as provided in this Section. All drainage systems shall have a positive outlet or overflow unless documented as being unnecessary by geohydrologic investigation based on the applicable design storms.

(b) Protection from Flooding.

(1) For projects located in an open basin, the peak rate of discharge for proposed conditions shall not exceed the peak rate of runoff for existing conditions for each of the storm events summarized below. Compliance shall be based on a “storm for storm” approach.

- Mean Annual (24-hour duration) in accordance with SJRWMD criteria
- 25-Year, 24-Hour

- Critical Duration Matrix of Storm Events in accordance with subsection (c) below

(2) For projects located in a closed basin, the rate and volume of direct runoff for proposed conditions must not exceed the rate and volume of direct runoff for existing conditions for each of the storm events summarized below. Compliance shall be based on a "storm for storm" approach. Proposed designs shall not cause an increase in the existing flood stage, which can be accomplished by retention with percolation or detention for a duration that is sufficient to mitigate adverse impacts on flood stages.

- 25-Year, 96-Hour in accordance with SJRWMD criteria

- Critical Duration Matrix of Storm Events in accordance with subsection (c) below

(c) Design Storms and Rainfall.

(1) Drainage facilities in open basins shall be analyzed for the following design storms using the Type II Florida Modified rainfall distribution and the rainfall amounts shown below.

| Storm Event | Rainfall (inches) |
|---|---|
| Mean Annual (24-Hour duration) | 4.50 |
| 10-Year, 24-Hour | 7.00 |
| 25-Year, 24-Hour | 8.60 |
| 100-Year, 24-Hour | 11.60 |

(2) Drainage facilities in open basins shall also be analyzed for the following critical duration matrix of storm events using the FDOT rainfall distributions and the rainfall amounts shown below.

| Duration | Average Recurrence Interval (years) | | | | | |
|---|---|---|---|---|---|---|
| | 3-Year | 5-Year | 10-Year | 25-Year | 50-Year | 100-Year |
| 1-Hour | 2.26 | 2.55 | 2.89 | 3.33 | 3.65 | 3.95 |
| 2-Hour | 2.84 | 3.21 | 3.64 | 4.21 | 4.62 | 5.01 |
| 4-Hour | 3.26 | 3.69 | 4.23 | 4.96 | 5.53 | 6.08 |
| 8-Hour | 3.71 | 4.22 | 4.89 | 5.86 | 6.65 | 7.49 |
| 24-Hour | 4.62 | 5.27 | 6.23 | 7.76 | 9.11 | 10.60 |
| 72-Hour | 5.99 | 6.90 | 8.22 | 10.30 | 12.10 | 14.10 |

(3) Drainage facilities in closed basins shall be analyzed for the following design storms using the St. Johns River Water Management District (SJRWMD) rainfall distribution and the rainfall amounts shown below.

| Storm Event | Rainfall (inches) |
|---|---|
| Mean Annual (96-Hour duration) | 6.30 |
| 10-Year, 96-Hour | 9.50 |
| 25-Year, 96-Hour | 11.50 |
| 100-Year, 96-Hour | 15.20 |

(4) Drainage facilities in closed basins shall also be analyzed for the following critical duration matrix of storm events using the FDOT rainfall distributions and the rainfall amounts shown below.

| Duration | Average Recurrence Interval (years) | | | | | |
|---|---|---|---|---|---|---|
| | 3-Year | 5-Year | 10-Year | 25-Year | 50-Year | 100-Year |
| 168-Hour | 7.57 | 8.55 | 9.94 | 12.10 | 14.00 | 16.10 |
| 240-Hour | 8.58 | 9.60 | 11.00 | 13.20 | 15.10 | 17.10 |

(5) The Type II Florida Modified (24-hour duration) and SJRWMD (96-hour duration) rainfall distributions shall be created from the data provided within Part XIV of the SJRWMD Permit Information Manual.

(6) Rainfall distributions for the eight (8) different storm event durations associated with the critical duration matrix shall be created from the data provided within Appendix E of the FDOT Drainage Manual.

(d) Hydrologic Methods.

(1) The Natural Resources Conservation Service (NRCS) Unit Hydrograph Method shall be used to compute runoff rates and runoff volumes for all of the design storms.

(2) Hydrograph peak rate factors shall be selected taking into consideration watershed slope, watershed surface storage and existing drainage features. A hydrograph peak rate factor of 256 is recommended for undeveloped land uses and a peak rate factor of 323 or 484 is recommended for developed land uses. In no case shall the hydrograph peak rate factor for proposed conditions be less than the hydrograph peak rate factor for existing conditions.

(3) Time of concentration computations that include a component of sheet flow shall be limited to a maximum overland flow path of one hundred (100) feet.

(e) Lot Grading and Other Elevation Requirements.

(1) The drainage system for each subdivision shall include a sufficient facility to remove stormwater without flooding any lot in the proposed subdivision or in the surrounding territory.

(2) To facilitate proper stormwater surface runoff from residential lots, the minimum residential lot line slope that can be accepted is one and one-quarter percent (1.25%). This will only be allowed in areas that have good percolation of rainfall into the soils. In areas that do not have good percolation of rainfall into the soils, the minimum lot line slope that can be accepted is one and one-half percent (1.50%). The determination of good percolation of soils will be made by the city engineer based on a recent soils report by a professional engineer registered in the State of Florida with expertise in geotechnical engineering.

(3) All residential floor elevations shall be elevated to a minimum of eighteen (18) inches above the applicable 100-year base flood elevation.

(4) All nonresidential finished floor elevation shall be elevated to a minimum of eighteen (18) inches above the applicable 100-year base flood elevation unless flood proofed in accordance with section 8-52(2) of the Flood Damage Prevention Code.

(5) One (1) foot of freeboard is required above the peak stage predicted for the 25-year, 24-hour storm event (8.6-inches of rainfall), which may be reduced to six (6) inches if the peak stage predicted for the 100-year, 24-hour storm event is contained below the pond top of bank elevation.

(f) Stormwater Management Systems.

(1) *General Design Criteria*. Dry bottom ponds, wet bottom ponds, underdrains and exfiltration systems shall be designed in accordance with criteria presented in the SJRWMD Permit Information Manual as may be modified and supplemented herein or as determined by the city engineer.

(2) *Dry bottom ponds.* All dry bottom retention and detention ponds shall have a pond bottom elevation no less than two (2) feet above the seasonal high ground water elevation, which is to be determined by a professional engineer registered in the State of Florida with an expertise in geotechnical engineering. The side slopes of all dry bottom retention and detention ponds shall not be steeper than three (3) horizontal to one (1) vertical. All dry bottom ponds with side slopes that are steeper than four (4) horizontal to one (1) vertical shall have a green vinyl chainlink fence installed with a minimum

height of six (6) feet. All fences must meet the setback requirements in section 6-193, buildings and building regulations.

(3) *Wet bottom ponds.* All wet bottom ponds must have side slopes no steeper than four (4) horizontal to one (1) vertical measured from the top of the berm down to at least three (3) feet below the normal water level, measured vertically. This is the side slope transition point. Side slopes may then transition, from the transition point, to no steeper than two (2) horizontal to one (1) vertical down to the pond bottom. Wet bottom pond side slopes steeper than these values are not allowed. If a fence is used, it must be of the same specifications as the fence for dry bottom ponds.

(4) *All ponds.* All ponds shall have a minimum ten (10) foot wide stabilized berm capable of supporting a maintenance vehicle. There shall be a minimum ten (10) foot wide easement for each pond dedicated to the city and the homeowners' association (if planned). All fenced ponds must have a locked gate with minimum ten (10) foot wide opening. The seasonal high-water table shall be established by a professional engineer registered in the State of Florida with expertise in geotechnical engineering. There must be at least two (2) soil borings per pond or other retention area, performed at appropriate locations within the limits of the pond or other retention area as shown in the final construction plans.

(g) Stormwater Modeling for Ponds and Culverts.

(1) Taking credit for seepage and percolation during the storm event is not allowed.

(2) For dry bottom ponds, the initial stage shall be set at the 36 hour recovery stage for the water quality volume or the pond bottom if water quality recovery is less than 36 hours. For wet bottom ponds, the initial stage shall be set at the 36 hour recovery elevation for the water quality volume or at the overflow weir elevation.

(3) All ponds shall be designed taking into consideration the tailwater of the receiving facility. Although tailwater conditions can be established using approved studies, reports and other best available information, any assumed relationships must be approved by the city engineer. If the receiving facility is an existing storm sewer, at a minimum, the hydraulic grade line (HGL) elevation can be assumed to coincide with the existing pipe crown at the proposed point-of-connection unless a detailed study of the existing system indicates otherwise.

(4) Stormwater modeling results shall be summarized using the city’s table templates that are available in various electronic formats.

(h) Stormwater Modeling for Drainage Inlets and Storm Sewers.

(1) Pipe sizing, HGL computations and roadway spread of water calculations shall be submitted for the pavement drainage systems. The HGL computations shall be

summarized on a FDOT Storm Drain Tabulation Form or a reasonably similar representation provided as output from a computer program.

(2) Peak rates of runoff shall be computed using the Rational Method. Rainfall intensities shall be dictated by the computed time of concentrations and based on Intensity-Frequency-Duration Curves for Zone 7 as contained within Chapter 3 of the FDOT Drainage Manual. A composite runoff coefficient shall be computed for each drainage sub-basin based on runoff coefficients of 0.95 for impervious area and 0.20 for pervious area.

(3) Pipe sizing shall convey the 10-year frequency storm event with the computed HGL at least six (6) inches below the pavement elevation. The minimum pipe size to be used in designing storm sewers is 15-inches (round barrel) or 12-inches x 18-inches (elliptical barrel).

(4) All storm sewer systems must be designed to produce a minimum velocity of 2.5 feet per second (fps) when flowing full. No storm sewer system or portion thereof shall be designed to produce velocities in excess of ten (10) fps, inclusive of all pipe material types. Erosion protection and energy dissipation shall be provided commensurate with the estimated outlet velocity.

(5) The maximum spacing for access structures of any type is summarized below.

| Pipe Size | Maximum Spacing |
|---|---|
| 15-inches | 200 feet |
| 18-inches | 300 feet |
| 24- to 36-inches | 400 feet |
| 42-inches and Larger | 500 feet |

(6) All storm sewer systems shall be designed taking into consideration the tailwater of the receiving facility. In the case where a stormwater pond is the receiving facility, the design tailwater can be assumed to be the 10-year frequency water level corresponding to the time at which peak inflow occurs from the storm sewer into the pond.

(7) HGL computations shall include energy losses associated with entrance and exit from the system, friction losses through the pipes and structure losses associated with individual drainage inlets and junction manholes.

(8) Drainage inlets for subdivisions and other residential projects shall be located at all roadway low points and along continuous grades to prevent the spread of water from exceeding one-half the traveled lane width. Drainage inlets located at low points (sumps) shall be designed to intercept one hundred percent (100%) of the contributing flow

without exceeding the allowable spread of water into the traveled lane width. Flanking inlets shall be provided if needed to meet this criteria or if so directed by the city engineer.

(9) Drainage inlets and spread of water for collector and arterial roadways shall be based on the criteria presented in Chapter 3 of the FDOT Drainage Manual.

(i) Floodplain Management.

(1) The city encourages the preservation of existing swamp areas, ponds (including intermittent ponds), wetlands and wet areas, and bayheads for water storage and conservation purposes. Existing flood storage quantities shall not be reduced by development, and floodplain management shall include provisions for compensating storage as provided in Section 8-109 of the City Code.

(j) Phased Development.

(1) Each phase of a development shall be capable of standing on its own if subsequent areas planned for development are not developed.

(k) Use of best management practices and low impact development technologies.

(1) For new development or significant redevelopment, those stormwater management systems that eventually discharge into the city's MS4 (municipal separate storm sewer systems) should mitigate any increase in pollutant loads to the maximum extent practicable. To meet this requirement, the city encourages the use of best management practices such as stormwater reuse and nutrient separating baffle boxes, as well as low impact development technologies, including but not limited to: replacement of traditional paving materials with porous concrete or pervious pavement; grass swales; bio-retention basins or rain gardens, green roofs or rain barrels/cisterns; and other comparable methods.

(2) For new development or significant redevelopment abutting natural surface waterbodies, the developer shall implement a minimum of one low impact development technology strategy as described in subsection (1).

* * *

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

**Section 6. Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of the City of Winter Springs and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical,

typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

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

**Section 8.** **Effective Date.** This ordinance shall become effective immediately upon the effective date of Ordinance No. 2023-06 as adopted by the City Commission of the City of Winter Springs, Florida, and pursuant to the City Charter. If Ordinance No. 2023-06 does not become effective, then this Ordinance shall become null and void.

**ADOPTED** by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
**KEVIN McCANN**
**Mayor**

**ATTEST:**

_____
**CHRISTIAN GOWAN**
**City Clerk**

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____
Effective Date: _____

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| Friday | **2 p.m.** Wednesday |
| Saturday | **3 p.m.** Thursday |

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### Legal Classified Deadlines

| | |
|---|---|
| Sunday | **3 p.m.** Thursday |
| Monday | **1 p.m.** Friday |
| Tuesday | **1 p.m.** Monday |
| Wednesday | **1 p.m.** Tuesday |
| Thursday | **1 p.m.** Tuesday |
| Friday | **2 p.m.** Wednesday |
| Saturday | **3 p.m.** Thursday |

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recruitment@orlandosentinel.com

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## Misc. Employment Opportunities

**IAM ENGINEER**
Darden seeks an IAM Engineer (Orlando, FL) to develop and support complex IAM (identity and access management) systems and architecture initiatives by designing, coding, debugging, documenting and maintaining programs, systems and network activities. Requires a Bachelor's Degree in MIS, Computer Science, or related field with 5 years' experience with IAM Engineering (development, support, and enhancements). Experience with building and maintaining Access Management Platforms. Demonstrated ability with: Quest One Identity, Incident Management, Change Management, SOX controls and SQL. Salary Range: $135,221 - $136,221/Year. Resumes to: K. Polstra at 1000 Darden Center Drive, Orlando, FL 72251 or kpolstra@darden.com. Reference #581231.


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## Legal Notices

### Advertisements for Bid

**ADVERTISEMENT FOR BID**
RECEIPT OF PROPOSALS: Sealed proposals on forms prepared by the City will be received by THE CITY OF DEBARY at CITY HALL located at 16 Colomba Road, DeBary, Florida 32713 on, Thursday, December 21, 2023 at 2:00 PM (local time), for construction of the:

US 17/92 AT SUNRAIL STATION
(FORT FLORIDA ROAD TO COAST TO COAST TRAIL)
(SEGMENT 2)
FINANCIAL PROJECT ID 439195-1-58-01
Bid No. 03-23

In accordance with the drawings, specifications, and other contract documents included in the Bid Documents.

OBTAINING THE BID DOCUMENTS: Bid Documents are available at the VENDORLINK web application and at www.debary.org, and navigating from the home page to; Departments; Finance/Purchasing; Bids & RFPs; Bid No. 03-23, FORT FLORIDA ROAD TO COAST TO COAST TRAIL.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public bid openings or meetings should contact the City Clerk at (386) 668-2040 at least five (5) days prior to the date.

RIGHTS RESERVED: THE CITY OF DEBARY reserves the right to reject any or all proposals and to waive any formality or technicality in any proposal in the interest of THE CITY OF DEBARY.

Carmen Rosamonda
City Manager
City of DeBary, Florida
11/30/2023 7539321

### Public Hearing Notices

**NOTICE OF PUBLIC HEARING CITY OF WINTER SPRINGS**
NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION WILL CONSIDER THE ADOPTION OF THE FOLLOWING:

ORDINANCE NO. 2023-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AMENDING CHAPTER 9, ARTICLE I, SECTION 9-1 OF THE CITY'S CODE OF ORDINANCES; REPEALING IN ITS ENTIRETY CHAPTER 9, ARTICLE IV, DIVISION 4, SECTION 9-241, OF THE CITY'S CODE OF ORDINANCES AND ADOPTING A NEW SECTION 9-241 IN ORDER TO UPDATE TE CITY'S STORMWATER MANAGEMENT REGULATIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY; AND AN EFFECTIVE DATE.

THE CITY COMMISSION SECOND READING

PUBLIC HEARING

WILL BE HELD ON MONDAY, DECEMBER 11, 2023 AT 6:30 P.M. OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL 1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA

THE CITY COMMISSION RESERVES THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THIS ORDINANCE AT THIS MEETING WITHOUT FURTHER NOTICE.

The proposed ordinance may be obtained by interested parties Between 8 a.m. and 5 p.m., Monday through Friday, at the City's Clerk's Office, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #253. Persons with Disabilities needing assistance to participate in any of these proceedings should call (407) 327-1800 #227, 48 hours in Advance of the meeting. This is a public hearing, and interested Parties are advised that they may appear at the meeting and be heard with respect to the proposed ordinance. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.

11/30/2023 7536618

**PUBLIC HEARINGS NOTICE FOR REQUESTS BEFORE THE CITY OF DELTONA PLANNING & ZONING ADVISORY BOARD AND DELTONA CITY COMMISSION**

The City of Deltona, Florida will hold public hearings on the following:

ORDINANCE NO. 04-2024
AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, CREATING CHAPTER 76 AFFORDABLE HOUSING OF THE LAND DEVELOPMENT CODE, RELATING TO AFFORDABLE HOUSING REGULATIONS AND THE LIVE LOCAL ACT; AND PROVIDING FOR AN EFFECTIVE DATE.

Public hearings will be held as follows:

Planning and Zoning Board – December 13, 2023 at 6:00 p.m.

City Commission – January 2, 2024 at 6:30 p.m. (First Reading)

at City Hall, 2345 Providence Boulevard, Deltona, Florida.

All interested parties are invited to provide their comments, views and objections to the Deltona Planning and Zoning Board and/or City Commission as part of the public hearing(s). The failure of a person to appear during said public hearing(s) and to object either in person or in writing to said case may severely restrict the ability of such a person to contest it at a later date.

The associated paperwork may be inspected by the public at the Deltona City Hall, 2345 Providence Blvd., Deltona, Florida, Monday – Friday, 8:00 a.m. – 5:00 p.m. For further information, contact the City Clerk's Office at (386) 878-8500. The date, time and place of any continuance of the above scheduled public hearing(s) will be announced at said public hearing(s) and no further notice regarding said continuance is required to be published.

If a person decides to appeal any decision made by the Deltona City Commission with respect to any matter considered at such meeting or hearing(s), he or she will need a record of the proceedings, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide this verbatim record.

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Manager in writing at CityManager@deltonafl.gov or to Deltona City Hall, 2345 Providence Blvd., Deltona, FL 32725 at least 48 hours prior to the meeting at which the person wishes to attend. The City is not permitted to provide the use of human physical assistance to physically handicapped persons in lieu of the construction or use of ramps or other mechanical devices in order to comply with Florida law. If proper accommodations for handicapped access cannot be made at a particular public meeting venue pursuant to a timely written request under Section 286.26 F.S., the City Manager shall change the venue of that meeting to a location where those accommodations can be provided.

All parties in interest and persons for or against aforementioned items will be given an opportunity to be heard at said Public Hearing(s).

If you should have any questions regarding the above ad, please contact my office at (386) 878-8500. Thank you.

7535908 11/30/2023


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**NOTICE OF PUBLIC HEARING CITY OF WINTER SPRINGS**
NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, AMENDING THE CODE OF ORDINANCES REGARDING WATER, WASTEWATER, RECLAIMED AND WATER RATES, FEES, AND CHARGES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CITY COMMISSION SECOND READING/ADOPTION PUBLIC HEARING WILL BE HELD ON MONDAY, DECEMBER 11, 2023 AT 6:30 P.M. OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL 1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA

THE CITY COMMISSION RESERVES THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THIS ORDINANCE AT THIS MEETING WITHOUT FURTHER NOTICE.

The proposed ordinance may be obtained by interested parties between 8 a.m. and 5 p.m., Monday through Friday, from the office of the City Clerk, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #237. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department Coordinator, 48 hours in advance of the meeting at (407) 327-1800, #236. This is a public hearing. Interested parties are advised that they may appear at the meeting and be heard with respect to the proposed ordinance. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.
11/30/2023 7536628


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Jb auto transport and towing llc dba Unity towing gives notice that on 12/12/23 at 9:00 am the following vehicles will be auctioned off at 4211 north orange blossom trail d28 Orlando, Florida 32804 to satisfy the lien for any recovery, towing, or storage services charges and administrative fees allowed pursuant to Florida statute 713.78.

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1lnhm86s23y687627
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### Announcements

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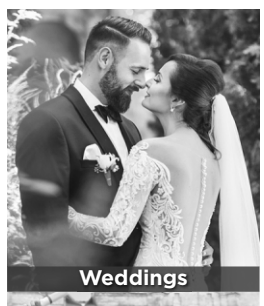
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# PUBLIC HEARINGS AGENDA ITEM 404

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Second Reading and Final Adoption of Ordinance 2023-13: Amending the Code Of Ordinances Regarding Water, Wastewater, Reclaimed and Water Rates, Fees, and Charges

## SUMMARY

Raftellis Financial Consulting conducted a utilities rate study on behalf of the City and performed a comprehensive review of the the City's water, sewer, and reclaimed water user rates in order to generate sufficient revenues to meet the future operational and capital improvement needs of the utility system. In accordance with Section 180.136, Florida Statutes, the City of Winter Springs provided public notice in the utility billing process advising customers that the City Commission will be considering the adoption of an ordinance increasing water, sewer, and reclaimed rates, fees and charges. A legal ad was also published in a newspaper advising that the ordinance will be subject to a public hearing. Following the presentation on August 28th, 2023, the City received positive feedback from the Commission. A few questions about the proposed rates inquired if the proposed rates would generate enough funds to address the recent water main breaks and any additional emergencies. Through conversations and calculation updates with the Consultants, the City is proposing an 18% increase for the next 3 years followed by a 10% increase for the remaining 2 years. The topic of the Utility Rate Increase has been open for public input since October 23rd, 2023.

## FUNDING SOURCE

## RECOMMENDATION

Staff recommends approval and final adoption of Ordinance 2023-13.

**ORDINANCE NO. 2023-13**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, AMENDING THE CODE OF ORDINANCES REGARDING WATER, WASTEWATER, RECLAIMED AND WATER RATES, FEES, AND CHARGES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission of the City of Winter Springs, Florida, has determined it to be in the best interest of the safety, health, and welfare of the citizens of the City of Winter Springs to provide for the adoption of Rates, Fees and Charges relating to the water, wastewater and reclaimed water system; and

**WHEREAS,** at the request of the City of Winter Springs, Raftelis Financial Consultants, Inc. conducted a review of the existing water, wastewater, and reclaimed water rates to determine the appropriateness of such rates to meet the anticipated expenditure requirements of each respective utility division; and

**WHEREAS,** the Utilities Director and the City's rate consultant, upon review of the utilities rates and structure, recommend that a change in rates is appropriate at this time; and

**WHEREAS,** this Ordinance has been duly noticed in a newspaper of general circulation pursuant to Section 166.041, Florida Statutes, and within the City's utility billing process pursuant to Section 180.136, Florida Statutes and is enacted pursuant to the Florida Municipal Home Rule Powers Act, Chapter 180, Florida Statutes, and other applicable law authorizing a municipality to set rates, fees, and charges for public utility services; and

**WHEREAS,** it is in the best interests of the public health, safety, and welfare of the citizens of Winter Springs to amend the rates, fees, and charges for water, wastewater, and reclaimed water provided by the City.

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

**Section 1. Recitals.** The foregoing recitals are hereby incorporated herein by this reference.

**Section 2. Amending Sec. 19-102 of the City Code.** The City of Winter Springs Code, Section 19-102 is hereby amended as follows (underlined type indicates new text and ~~strikeout~~ text indicates deletions):

**Sec. 19-102. User charge schedule, general.**

The following rates and charges shall apply to all systems unless otherwise specifically stated:

(1) *Monthly water service rates.* The monthly water rate shall include the sum of the base facility charge based on the size of the meter plus a volume charge per one thousand (1,000) gallons or a fraction thereof of metered water consumption as set forth below.

a. *Individually metered residential service*

| | | Bills Rendered on or after October 1, 2009 | Bills Rendered on or after October 1, 2010 | Bills Rendered on or after October 1, 2011 |
|---|---|---|---|---|
| | | —Monthly Charge— | | |
| Base Facility Charge | | | | |
| | ⅝ inch × ¾ inch | $4.74 | $5.07 | $5.43 |
| | 1-inch | $11.88 | $12.71 | $13.60 |
| | 1½ inch | $23.70 | $25.35 | $27.13 |
| | 2-inch | $37.91 | $40.56 | $43.40 |
| | 3-inch | $75.82 | $81.12 | $86.80 |
| | 4-inch | $118.45 | $126.75 | $135.62 |
| | 6-inch | $236.91 | $253.49 | $271.24 |
| | 8-inch | $379.30 | $405.85 | $434.26 |
| | | | | |
| | | *Charge per thousand (1,000) gallons* | | |
| Volume Charge—Domestic Service (gallons) | | | | |
| | 0—10,000 | $1.11 | $1.19 | $1.27 |
| | 10,001—15,000 | $1.61 | $1.72 | $1.84 |
| | 15,001—20,000 | $2.11 | $2.26 | $2.42 |
| | 20,001—25,000 | $2.61 | $2.79 | $2.99 |
| | 25,001—30,000 | $3.44 | $3.68 | $3.94 |
| | Over 30,000 | $4.75 | $5.08 | $5.44 |
| | | | | |
| Volume Charge—Irrigation Service (gallons)* | | | | |
| | 0—5,000 | $1.61 | $1.72 | $1.84 |
| | 5,001—10,000 | $2.11 | $2.26 | $2.42 |
| | 10,001—15,000 | $2.61 | $2.79 | $2.99 |
| | 15,001—20,000 | $3.44 | $3.68 | $3.94 |
| | Over 20,000 | $4.75 | $5.08 | $5.44 |

a. *Individually metered residential service*

| | | Bills Rendered on or after 12/1/2023 | Bills Rendered on or after 10/1/2024 | Bills Rendered on or after 10/1/2025 | Bills Rendered on or after 10/1/2026 | Bills Rendered on or after 10/1/2027 |
|---|---|---|---|---|---|---|
| | | Monthly Charge | | | | |
| Base Facility Charge (meter size) | | | | | | |
| | ⅝ inch × ¾ inch | $7.88 | $8.87 | $9.98 | $10.48 | $11.00 |
| | 1-inch | $19.70 | $22.18 | $24.95 | $26.20 | $27.50 |
| | 1½-inch | $39.40 | $44.35 | $49.90 | $52.40 | $55.00 |
| | 2-inch | $63.04 | $70.96 | $79.84 | $83.84 | $88.00 |
| | 3-inch | $126.08 | $141.92 | $159.68 | $167.68 | $176.00 |
| | 4-inch | $197.00 | $221.75 | $249.50 | $262.00 | $275.00 |
| | 6-inch | $394.00 | $443.50 | $499.00 | $524.00 | $550.00 |
| | 8-inch | $630.40 | $709.60 | $798.40 | $838.40 | $880.00 |
| | | Charge per thousand (1,000) gallons | | | | |
| Volume Charge—Domestic Service per 1,000 gallons | | | | | | |
| | 0—10,000 | $1.83 | $2.06 | $2.32 | $2.44 | $2.56 |
| | 10,001—15,000 | $2.66 | $2.99 | $3.36 | $3.53 | $3.71 |
| | 15,001—20,000 | $3.52 | $3.96 | $4.46 | $4.68 | $4.91 |
| | 20,001—25,000 | $4.34 | $4.88 | $5.49 | $5.76 | $6.05 |
| | 25,001—30,000 | $5.70 | $6.41 | $7.21 | $7.57 | $7.95 |
| | Over 30,000 | $7.89 | $8.88 | $9.99 | $10.49 | $11.01 |
| Volume Charge—Irrigation Service per ERC (gallons) * | | | | | | |
| | 0—5,000 | $2.66 | $2.99 | $3.36 | $3.53 | $3.71 |
| | 5,001—10,000 | $3.52 | $3.96 | $4.46 | $4.68 | $4.91 |
| | 10,001—15,000 | $4.34 | $4.88 | $5.49 | $5.76 | $6.05 |
| | 15,001—20,000 | $5.70 | $6.41 | $7.21 | $7.57 | $7.95 |
| | Over 20,000 | $7.89 | $8.88 | $9.99 | $10.49 | $11.01 |

*Reflects water use for residential irrigation service which is metered in addition to domestic service from a single service connection to water system. For those customers which receive dual metered service from a single service connection, the base facility charge will only be applied to domestic service (one (1) charge per service connection).

b. *Master metered residential and nonresidential service*

| | | | > Bills Rendered on or after October 1, 2009 | Bills Rendered on or after October 1, 2010 | Bills Rendered on or after October 1, 2011 |
|---|---|---|---|---|---|
| | | *ERC Factor* | *Monthly Charge* | | |
| Base Facility Charge (meter size) | | | | | |
| | ⅝ × ¾ and ¾ inch | 1.0 | $4.74 | $5.07 | $5.43 |
| | 1 inch | 2.5 | $11.88 | $12.71 | $13.60 |
| | 1½ inch | 5.0 | $23.70 | $25.35 | $27.13 |
| | 2 inch | 8.0 | $37.91 | $40.56 | $43.40 |
| | 3 inch | 16.0 | $75.82 | $81.12 | $86.80 |
| | 4 inch | 25.0 | $118.45 | $126.75 | $135.62 |
| | 6 inch | 50.0 | $236.91 | $253.49 | $271.24 |
| | 8 inch | 80.0 | $379.30 | $405.85 | $434.26 |
| | | | | | |
| Volume Charge—Domestic Service per 1,000 gallons | | | $1.68 | $1.80 | $1.93 |
| | | | | | |
| Volume Charge—Irrigation Service per ERC (gallons) * | | | | | |
| | 0—5,000 | | $1.61 | $1.72 | $1.84 |
| | 5,001—10,000 | | $2.11 | $2.26 | $2.42 |
| | 10,001—15,000 | | $2.61 | $2.79 | $2.99 |
| | 15,001—20,000 | | $3.44 | $3.68 | $3.94 |
| | Over 20,000 | | $4.75 | $5.08 | $5.44 |
| | | | | | |
| *For those customers which receive both individually metered domestic and irrigation service from a single service connection, the base facility charge will only be applied to domestic service (one charge per service connection). | | | | | |

b. *Master metered residential and nonresidential service*

| | | Bills Rendered on or after 12/1/2023 | Bills Rendered on or after 10/1/2024 | Bills Rendered on or after 10/1/2025 | Bills Rendered on or after 10/1/2026 | Bills Rendered on or after 10/1/2027 |
|---|---|---|---|---|---|---|
| | | Monthly Charge | | | | |
| Base Facility Charge (meter size) | | | | | | |
| | ⅝ inch × ¾ inch | $7.88 | $8.87 | $9.98 | $10.48 | $11.00 |
| | 1-inch | $19.70 | $22.18 | $24.95 | $26.20 | $27.50 |
| | 1½-inch | $39.40 | $44.35 | $49.90 | $52.40 | $55.00 |
| | 2-inch | $63.04 | $70.96 | $79.84 | $83.84 | $88.00 |
| | 3-inch | $126.08 | $141.92 | $159.68 | $167.68 | $176.00 |
| | 4-inch | $197.00 | $221.75 | $249.50 | $262.00 | $275.00 |
| | 6-inch | $394.00 | $443.50 | $499.00 | $524.00 | $550.00 |
| | 8-inch | $630.40 | $709.60 | $798.40 | $838.40 | $880.00 |
| | | Charge per thousand (1,000) gallons | | | | |
| Volume Charge—Domestic Service per 1,000 gallons | | $2.77 | $3.12 | $3.51 | $3.69 | $3.87 |
| Volume Charge—Irrigation Service per ERC (gallons) * | | | | | | |
| | 0—5,000 | $2.66 | $2.99 | $3.36 | $3.53 | $3.71 |
| | 5,001—10,000 | $3.52 | $3.96 | $4.46 | $4.68 | $4.91 |
| | 10,001—15,000 | $4.34 | $4.88 | $5.49 | $5.76 | $6.05 |
| | 15,001—20,000 | $5.70 | $6.41 | $7.21 | $7.57 | $7.95 |
| | Over 20,000 | $7.89 | $8.88 | $9.99 | $10.49 | $11.01 |

c. *General irrigation meter service**

| | | | Bills Rendered on or after October 1, 2009 | Bills Rendered on or after October 1, 2010 | Bills Rendered on or after October 1, 2011 |
|---|---|---|---|---|---|
| | | *ERC Factor* | *Monthly Charge* | | |
| Base Facility Charge (meter size) | | | | | |
| | ⅝×¾ and ¾ inch | 1.0 | $4.74 | $5.07 | $5.43 |
| | 1 inch | 2.5 | $11.88 | $12.71 | $13.60 |
| | 1½ inch | 5.0 | $23.70 | $25.35 | $27.13 |
| | 2 inch | 8.0 | $37.91 | $40.56 | $43.40 |
| | 3 inch | 16.0 | $75.82 | $81.12 | $86.80 |
| | 4 inch | 25.0 | $118.45 | $126.75 | $135.62 |
| | 6 inch | 50.0 | $236.91 | $253.49 | $271.24 |
| | 8 inch | 80.0 | $379.30 | $405.85 | $434.26 |
| | | | | | |
| | | | *Charge per thousand (1,000) gallons* | | |
| Volume Charge per ERC> | | | | | |
| 0—5,000 | | | $1.61 | $1.72 | $1.84 |
| 5,001—10,000 | | | 2.11 | 2.26 | 2.42 |
| 10,001—15,000 | | | 2.61 | 2.79 | 2.99 |
| 15,001—20,000 | | | 3.44 | 3.68 | 3.94 |
| Over 20,000 | | | 4.75 | 5.08 | 5.44 |
| | | | | | |
| *Reflects water use for nonresidential irrigation service which is metered from a separate and distinct service connection to the water system. | | | | | |

c. *General irrigation meter service**

| | | Bills Rendered on or after 12/1/2023 | Bills Rendered on or after 10/1/2024 | Bills Rendered on or after 10/1/2025 | Bills Rendered on or after 10/1/2026 | Bills Rendered on or after 10/1/2027 |
|---|---|---|---|---|---|---|
| | | Monthly Charge | | | | |
| Base Facility Charge (meter size) | | | | | | |
| | ⅝ inch × ¾ inch | $7.88 | $8.87 | $9.98 | $10.48 | $11.00 |
| | 1-inch | $19.70 | $22.18 | $24.95 | $26.20 | $27.50 |
| | 1½-inch | $39.40 | $44.35 | $49.90 | $52.40 | $55.00 |
| | 2-inch | $63.04 | $70.96 | $79.84 | $83.84 | $88.00 |
| | 3-inch | $126.08 | $141.92 | $159.68 | $167.68 | $176.00 |
| | 4-inch | $197.00 | $221.75 | $249.50 | $262.00 | $275.00 |
| | 6-inch | $394.00 | $443.50 | $499.00 | $524.00 | $550.00 |
| | 8-inch | $630.40 | $709.60 | $798.40 | $838.40 | $880.00 |
| | | Charge per thousand (1,000) gallons | | | | |
| Volume Charge—Irrigation Service per ERC (gallons) * | | | | | | |
| | 0—5,000 | $2.66 | $2.99 | $3.36 | $3.53 | $3.71 |
| | 5,001—10,000 | $3.52 | $3.96 | $4.46 | $4.68 | $4.91 |
| | 10,001—15,000 | $4.34 | $4.88 | $5.49 | $5.76 | $6.05 |
| | 15,001—20,000 | $5.70 | $6.41 | $7.21 | $7.57 | $7.95 |
| | Over 20,000 | $7.89 | $8.88 | $9.99 | $10.49 | $11.01 |

*Reflects water use for nonresidential irrigation service which is metered from a separate and distinct service connection to the water system.

d. The base facility charge is the minimum monthly charge applied in each account and will not be assessed if the service is discontinued.

e. A twenty-five (25) percent surcharge on the monthly water service rates shall be assessed to customers located outside the City limits pursuant to Section 180.191, Florida Statutes.

(2) *Water meter charges.* The water meter charge shall be based on the size of the meter as follows:

| Meter Size (in inches) | Meter Installation Only | Installation/Tap-In |
|---|---|---|
| ⅝ × ¾ | $160.00 | $350.00 |
| ⅝ × ¾ remote read | $220.00 | $490.00 |
| ⅝ × ¾ double check | $330.00 | $380.00 |
| 1 remote read | $310.00 | $460.00 |
| ⅝ × ¾ double check remote read | $350.00 | $510.00 |
| 1 meter plus backflow prevention device | $490.00 | $670.00 |
| 1½ remote read | $570.00 | $770.00 |
| 1½ meter plus backflow prevention device | $890.00 | $1,110.00 |
| 2 remote read | $810.00 | $1,030.00 |
| 2 meter with separate double check valve | $1,120.00 | $1,350.00 |

a. For all meters larger than two (2) inches, the meter charge shall be based upon the actual cost of: i) the meter plus materials; ii) labor and equipment/ machinery/vehicle requirements associated with the installation; iii) an allowance for administration; and iv) other items directly related to the installation, all as determined by the city.

(3) *Monthly sewer service rates.* The monthly sewer rate shall include the sum of the base facility charge based on the size of the meter plus a volume charge per one thousand (1,000) gallons or a fraction thereof of metered water consumption as set forth below.

~~a. *All customer classes*~~

| | | ~~Bills Rendered on or after October 1, 2009~~ | ~~Bills Rendered on or after October 1, 2010~~ | ~~Bills Rendered on or after October 1, 2011~~ |
|---|---|---|---|---|
| ~~Meter size (in inches)~~ | | ~~Base Facility Charge~~ | | |
| | ~~⅝ × ¾ and ¾~~ | ~~$9.30~~ | ~~$9.95~~ | ~~$10.65~~ |
| | ~~1 inch~~ | ~~$23.26~~ | ~~$24.89~~ | ~~$26.64~~ |
| | ~~1½ inch~~ | ~~$46.52~~ | ~~$49.77~~ | ~~$53.26~~ |
| | ~~2 inch~~ | ~~$74.44~~ | ~~$79.65~~ | ~~$85.23~~ |
| | ~~3 inch~~ | ~~$148.87~~ | ~~$159.29~~ | ~~$170.44~~ |
| | ~~4 inch~~ | ~~$232.61~~ | ~~$248.89~~ | ~~$266.32~~ |
| | ~~6 inch~~ | ~~$465.22~~ | ~~$497.79~~ | ~~$532.63~~ |
| | ~~8 inch~~ | ~~$744.28~~ | ~~$796.38~~ | ~~$852.13~~ |
| | | | | |
| ~~Charge per 1,000 gallons~~ | | | | |
| ~~Individually metered residential (first 10,000 gallons)~~ | | ~~$3.63~~ | ~~$3.89~~ | ~~$4.16~~ |
| ~~Master metered residential (no maximum)~~ | | ~~$3.63~~ | ~~$3.89~~ | ~~$4.16~~ |
| ~~Master metered nonresidential (no maximum)~~ | | ~~$3.63~~ | ~~$3.89~~ | ~~$4.16~~ |

a. *All customer classes*

| | | Bills Rendered on or after 12/1/2023 | Bills Rendered on or after 10/1/2024 | Bills Rendered on or after 10/1/2025 | Bills Rendered on or after 10/1/2026 | Bills Rendered on or after 10/1/2027 |
|---|---|---|---|---|---|---|
| | | Monthly Charge | | | | |
| Base Facility Charge (meter size) | | | | | | |
| | ⅝ inch × ¾ inch | $16.13 | $19.36 | $23.23 | $26.02 | $29.14 |
| | 1-inch | $40.33 | $48.40 | $58.08 | $65.05 | $72.85 |
| | 1½-inch | $80.65 | $96.80 | $116.15 | $130.10 | $145.70 |
| | 2-inch | $129.04 | $154.88 | $185.84 | $208.16 | $233.12 |
| | 3-inch | $258.08 | $309.76 | $371.68 | $416.32 | $466.24 |
| | 4-inch | $403.25 | $484.00 | $580.75 | $650.50 | $728.50 |
| | 6-inch | $806.50 | $968.00 | $1,161.50 | $1,301.00 | $1,457.00 |
| | 8-inch | $1,290.40 | $1,548.80 | $1,858.40 | $2,081.60 | $2,331.20 |
| | | Charge per thousand (1,000) gallons | | | | |
| Individually metered residential (first 10,000 gallons) | | $6.30 | $7.56 | $9.07 | $10.16 | $11.38 |
| Master metered residential (no maximum) | | $6.30 | $7.56 | $9.07 | $10.16 | $11.38 |
| Master metered nonresidential (no maximum) | | $6.30 | $7.56 | $9.07 | $10.16 | $11.38 |

b. The base facility charge is the minimum monthly charge applied to each account and will not be assessed if the service is discontinued.

c. A twenty-five (25) percent surcharge on the monthly sewer service rates shall be assessed to customers located outside the city limits pursuant to Section 180.191, Florida Statutes.

(4) *Service availability charges.* A service availability charge shall be imposed and levied on all development requesting water and/or wastewater capacity to provide service to their properties and on all properties when structural charges, additions or changes in permitted use shall result in an increase in capacity requirements from the city's water and/or wastewater system.

~~a. The service availability fees shall be as follows:~~

| | | ~~Bills Rendered on or after October 1, 2009~~ | ~~Bills Rendered on or after October 1, 2010~~ | ~~Bills Rendered on or after October 1, 2011~~ |
|---|---|---|---|---|
| ~~Water availability fee, per gallon~~ | | ~~$1.48~~ | ~~$1.59~~ | ~~$1.70~~ |
| ~~Sewer availability fee, per gallon~~ | | ~~$7.33~~ | ~~$7.70~~ | ~~$8.07~~ |

a. The service availability fees shall be as follows:

| | | Bills Rendered on or after October 1, 2022 |
|---|---|---|
| Water availability fee, per gallon | | $2.15 |
| Sewer availability fee, per gallon | | $10.19 |

b. The determination of the amount of capacity shall be based on a schedule of minimum daily flows for the residential users:

| | Minimum Daily Flow (gallons per day) | |
|---|---|---|
| | Water | Sewer |
| 1 and 2 bedroom apartments, multi-family | 300 | 250 |
| 1 and 2 bedroom townhomes, multi-family | 300 | 250 |
| 3 bedroom, multi-family | 350 | 300 |
| Mobile homes, single-family, per home | 350 | 250 |
| Single-family residential | 350 | 300 |

c. The determination of the amount of capacity for the non-residential users shall be based on the flow rates contained in Florida Administrative Code, 64E-6, as may be amended or renumbered from time to time. Separate Laundry Facilities for apartments or multi-family complexes are not included in the per unit flow rates included in (4)b above.

d. With respect to the determination of the water and wastewater service availability fees for non-residential development, if no water and wastewater capacity estimates are provided, the city reserves the right to estimate the average dependable daily capacity as referenced in this section and determine the appropriate service availability fee to be charged to such owner or applicant.

e. The city reserves the right to review the amount of water and/or wastewater consumption during the first eighteen (18) months of service and shall bill to the owner or applicant any adjustment to the water and wastewater service availability fees for capacity use in excess of amounts which have been paid by the owner or applicant. Any additional service availability fee payments shall be billed to the owner or applicant at the same rate that was initially billed at time of building permit issuance.

(5) *Miscellaneous charges.*

a. Disconnection fee for turning service off for nonpayment$20.00

b. Re-connection fee for turning on service during regular business hours after disconnections for nonpayment of bill$20.00

c. Re-connection fee for turning service on outside of regular business hours after disconnection for nonpayment of bill$45.00

d. Fee or charge for actual damages (whichever is greater) for contamination or alteration of a water meter, line or connection, per occurrence$95.00

e. Inspection fee for each connection requested$40.00

f. Fee for all payments returned by bank $20.00 or 5% of the face amount of the payment, whichever is greater, not to exceed$40.00

g. Application fee$20.00

h. Reinstallation fee for meter removed because of nonpayment or inability to lock off$50.00

i. Pretreatment charge, as established by the city commission by resolution.

j. Capacity reservation charge, $0.35 per sewer gallon per year.

k. Television inspection of new sewer mains and laterals installed by contractors for acceptance by city:

1. Inspection fee using the city's T.V. camera and crew, per hour$125.00

(6) *Price indexing*. Beginning annually on October 1, ~~2012~~ 2028 and continuing annually thereafter every October 1, the base facility, volume and service availability charges for water, sewer and reclaimed water shall be adjusted using the CPI for the previous twelve-month period.

**Section 3. Amending Sec. 19-138 of the City Code.** The City of Winter Springs Code, Section 19-138 is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

**Sec. 19-138. Rates and charges.**

(1) A rate shall be charged to all the customers on the reclaimed water system in accordance with the following schedule:

(a) For nonmetered service for tracts of one-half (½) acre size or smaller, the monthly charge shall be eight dollars and fifty-five cents ($8.55).

(b) For nonmetered service for tracts greater than one-half (½) area, an additional monthly fee of eight dollars and fifty-five cents ($8.55) for each additional irrigated one-half (½) acre shall be added to the base charge of eight dollars and fifty-five cents ($8.55).

(c) For customers receiving metered service, the monthly charge shall be the sum of the base charge plus a consumptive charge as follows:

~~*Bills rendered on or*~~

~~*after October 1, 2009*~~

~~Reclaimed irrigation base facility charge, per ERC$4.10~~

~~Commodity Charge (per 1,000 gallons):~~

~~0—5,000 gallons0.75~~

~~5,001—10,000 gallons0.94~~

~~10,001—15,000 gallons1.30~~

~~15,001—20,000 gallons1.45~~

~~Above 20,000 gallons2.13~~

| | | Bills Rendered on or after 12/1/2023 | Bills Rendered on or after 10/1/2024 | Bills Rendered on or after 10/1/2025 | Bills Rendered on or after 10/1/2026 | Bills Rendered on or after 10/1/2027 |
|---|---|---|---|---|---|---|
| | | Monthly Charge | | | | |
| Base Facility Charge (meter size) | | | | | | |
| | ⅝ × ¾ and ¾ | $6.10 | $7.02 | $8.07 | $8.68 | $9.33 |
| | | Charge per thousand (1,000) gallons | | | | |
| | 0—5,000 | $1.10 | $1.27 | $1.46 | $1.57 | $1.69 |
| | 5,001—10,000 | $1.37 | $1.58 | $1.82 | $1.96 | $2.11 |
| | 10,001—15,000 | $1.92 | $2.21 | $2.54 | $2.73 | $2.93 |
| | 15,001—20,000 | $2.15 | $2.47 | $2.84 | $3.05 | $3.28 |
| | Over 20,000 | $3.15 | $3.62 | $4.16 | $4.47 | $4.81 |

(d) As nonmetered customers of the reclaimed water system become metered, the newly metered customer shall be subject to the monthly rates and charges as identified in section 19-138(a)(3). Customer shall be subject to charges for metered service effective the next available billing period subsequent to installation of the reclaimed water meter.

(e) For wholesale reclaimed water service, the monthly charge shall be fifty-two cents ($0.52) per thousand gallons.

(2) The customer shall not be required to pay all costs associated with the purchase and installation of the meter. The public works/utility director or their designee may waive the requirement for a meter where a suitable alternative method exists for the calculation of the water usage and where the customer agrees to pay the metered rate for the calculated amount of water usage.

(3) *Connection to the reclaimed water system; connection charges.* All connections to the reclaimed water system shall be approved by the public works/utility director or their designee. The total connection charge will consist of tapping fee for the reclaimed water service and the fee for installing a backflow prevention device on each potable water line servicing the same tract.

| Nonmetered Service Size (in inches) | Tapping Fee/Plus Material |
|---|---|
| Backflow prevention fee | Actual cost |
| ¾ to 1½ | $230.00 |
| 2 to 8 | Actual cost |

As an incentive to customers within an area of planned reuse expansion, and to allow the city to make as many taps as possible during construction, all taps for three-quarter inch or one-inch service will be made without charge to those customers applying for service prior to the beginning of construction.

(4) A customer whose service has been discontinued may resume reclaimed water service after paying any past due amounts and a reconnection fee. The reconnection fee shall be equal to the actual cost of reconnection but in no case shall be less than forty dollars ($40.00).

(5) Where service has been disconnected for a violation of an ordinance or regulation regarding reclaimed water, such service shall not be reconnected until the city manager receives adequate assurance and guarantees that such a violation will not recur.

**Section 4**. **Repeal of Prior Inconsistent Ordinances and Resolutions**. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

**Section 5**. **Incorporation Into Code**. This ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

**Section 6. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 7**. **Effective Date**. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to City Charter.

**ADOPTED** by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

FIRST READING AND PUBLIC HEARING: _____.

SECOND READING AND PUBLIC HEARING: _____.

**ATTEST:**

_____ _____

**Christian Gowan, City Clerk** **Kevin McCann, Mayor**

Approved as to form and legality for the use and reliance
by the City of Winter Springs, Florida, only:

_____

**Anthony Garganese, City Attorney**

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| Friday | **2 p.m.** Wednesday |
| Saturday | **3 p.m.** Thursday |

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|---|---|
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| Tuesday | **1 p.m.** Monday |
| Wednesday | **1 p.m.** Tuesday |
| Thursday | **1 p.m.** Tuesday |
| Friday | **2 p.m.** Wednesday |
| Saturday | **3 p.m.** Thursday |

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Forty plus years' experience to care for your elderly loved one in my home. lifedoula4u@gmail.com lifedoula4u@gmail.com

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**IAM ENGINEER**
Darden seeks an IAM Engineer (Orlando, FL) to develop and support complex IAM (identity and access management) systems and architecture initiatives by designing, coding, debugging, documenting and maintaining programs, systems and network activities. Requires a Bachelor's Degree in MIS, Computer Science, or related field with 5 years' experience with IAM Engineering (development, support, and enhancements). Experience with building and maintaining Access Management Platforms. Demonstrated ability with: Quest One Identity, Incident Management, Change Management, SOX controls and SQL. Salary Range: $135,221 - $136,221/Year. Resumes to: K. Polstra at 1000 Darden Center Drive, Orlando, FL 72251 or kpolstra@darden.com. Reference #581231.


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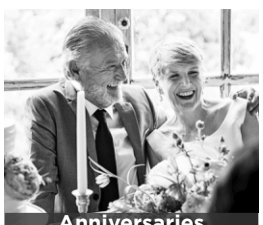
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## Legal Notices

### Advertisements for Bid

**ADVERTISEMENT FOR BID**
RECEIPT OF PROPOSALS: Sealed proposals on forms prepared by the City will be received by THE CITY OF DEBARY at CITY HALL located at 16 Colomba Road, DeBary, Florida 32713 on, Thursday, December 21, 2023 at 2:00 PM (local time), for construction of the:

US 17/92 AT SUNRAIL STATION
(FORT FLORIDA ROAD TO COAST TO COAST TRAIL)
(SEGMENT 2)
FINANCIAL PROJECT ID 439195-1-58-01
Bid No. 03-23

In accordance with the drawings, specifications, and other contract documents included in the Bid Documents.

OBTAINING THE BID DOCUMENTS: Bid Documents are available at the VENDORLINK web application and at www.debary.org, and navigating from the home page to; Departments; Finance/Purchasing; Bids & RFPs; Bid No. 03-23, FORT FLORIDA ROAD TO COAST TO COAST TRAIL.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public bid openings or meetings should contact the City Clerk at (386) 668-2040 at least five (5) days prior to the date.

RIGHTS RESERVED: THE CITY OF DEBARY reserves the right to reject any or all proposals and to waive any formality or technicality in any proposal in the interest of THE CITY OF DEBARY.

Carmen Rosamonda
City Manager
City of DeBary, Florida
11/30/2023 7539321

### Public Hearing Notices

**NOTICE OF PUBLIC HEARING CITY OF WINTER SPRINGS**
NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION WILL CONSIDER THE ADOPTION OF THE FOLLOWING:

ORDINANCE NO. 2023-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AMENDING CHAPTER 9, ARTICLE I, SECTION 9-1 OF THE CITY'S CODE OF ORDINANCES; REPEALING IN ITS ENTIRETY CHAPTER 9, ARTICLE IV, DIVISION 4, SECTION 9-241, OF THE CITY'S CODE OF ORDINANCES AND ADOPTING A NEW SECTION 9-241 IN ORDER TO UPDATE TE CITY'S STORMWATER MANAGEMENT REGULATIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY; AND AN EFFECTIVE DATE.

THE CITY COMMISSION SECOND READING

PUBLIC HEARING

WILL BE HELD ON MONDAY, DECEMBER 11, 2023 AT 6:30 P.M. OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL 1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA

THE CITY COMMISSION RESERVES THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THIS ORDINANCE AT THIS MEETING WITHOUT FURTHER NOTICE.

The proposed ordinance may be obtained by interested parties Between 8 a.m. and 5 p.m., Monday through Friday, at the City's Clerk's Office, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #253. Persons with Disabilities needing assistance to participate in any of these proceedings should call (407) 327-1800 #227, 48 hours in Advance of the meeting. This is a public hearing, and interested Parties are advised that they may appear at the meeting and be heard with respect to the proposed ordinance. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.

11/30/2023 7536618

**PUBLIC HEARINGS NOTICE FOR REQUESTS BEFORE THE CITY OF DELTONA PLANNING & ZONING ADVISORY BOARD AND DELTONA CITY COMMISSION**

The City of Deltona, Florida will hold public hearings on the following:

ORDINANCE NO. 04-2024
AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, CREATING CHAPTER 76 AFFORDABLE HOUSING OF THE LAND DEVELOPMENT CODE, RELATING TO AFFORDABLE HOUSING REGULATIONS AND THE LIVE LOCAL ACT; AND PROVIDING FOR AN EFFECTIVE DATE.

Public hearings will be held as follows:

Planning and Zoning Board – December 13, 2023 at 6:00 p.m.

City Commission – January 2, 2024 at 6:30 p.m. (First Reading)

at City Hall, 2345 Providence Boulevard, Deltona, Florida.

All interested parties are invited to provide their comments, views and objections to the Deltona Planning and Zoning Board and/or City Commission as part of the public hearing(s). The failure of a person to appear during said public hearing(s) and to object either in person or in writing to said case may severely restrict the ability of such a person to contest it at a later date.

The associated paperwork may be inspected by the public at the Deltona City Hall, 2345 Providence Blvd., Deltona, Florida, Monday – Friday, 8:00 a.m. – 5:00 p.m. For further information, contact the City Clerk's Office at (386) 878-8500. The date, time and place of any continuance of the above scheduled public hearing(s) will be announced at said public hearing(s) and no further notice regarding said continuance is required to be published.

If a person decides to appeal any decision made by the Deltona City Commission with respect to any matter considered at such meeting or hearing(s), he or she will need a record of the proceedings, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide this verbatim record.

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Manager in writing at CityManager@deltonafl.gov or to Deltona City Hall, 2345 Providence Blvd., Deltona, FL 32725 at least 48 hours prior to the meeting at which the person wishes to attend. The City is not permitted to provide the use of human physical assistance to physically handicapped persons in lieu of the construction or use of ramps or other mechanical devices in order to comply with Florida law. If proper accommodations for handicapped access cannot be made at a particular public meeting venue pursuant to a timely written request under Section 286.26 F.S., the City Manager shall change the venue of that meeting to a location where those accommodations can be provided.

All parties in interest and persons for or against aforementioned items will be given an opportunity to be heard at said Public Hearing(s).

If you should have any questions regarding the above ad, please contact my office at (386) 878-8500. Thank you.

7535908 11/30/2023


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**NOTICE OF PUBLIC HEARING CITY OF WINTER SPRINGS**
NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, AMENDING THE CODE OF ORDINANCES REGARDING WATER, WASTEWATER, RECLAIMED AND WATER RATES, FEES, AND CHARGES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CITY COMMISSION SECOND READING/ADOPTION PUBLIC HEARING WILL BE HELD ON MONDAY, DECEMBER 11, 2023 AT 6:30 P.M. OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL 1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA

THE CITY COMMISSION RESERVES THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THIS ORDINANCE AT THIS MEETING WITHOUT FURTHER NOTICE.

The proposed ordinance may be obtained by interested parties between 8 a.m. and 5 p.m., Monday through Friday, from the office of the City Clerk, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #237. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department Coordinator, 48 hours in advance of the meeting at (407) 327-1800, #236. This is a public hearing. Interested parties are advised that they may appear at the meeting and be heard with respect to the proposed ordinance. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.
11/30/2023 7536628


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### Sale Notices

**NOTICE**
Jb auto transport and towing llc dba Unity towing gives notice that on 12/12/23 at 9:00 am the following vehicles will be auctioned off at 4211 north orange blossom trail d28 Orlando, Florida 32804 to satisfy the lien for any recovery, towing, or storage services charges and administrative fees allowed pursuant to Florida statute 713.78.

2003 Lincoln LS
1lnhm86s23y687627
11/30/2023 7538467

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**POWERMATIC TABLE SAW MODEL#PM 2000B BRANDNEW WITH MANY EXTRAS 52 INCH FENCE**
3700.00 Don @ 407-280-3033 call with questions or pictures

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## Announcements

**FLOREX 2023 PHILATELIC STAMP SHOW**
December 1 - Friday 10am to 6pm
December 2 - Saturday 10am to 4pm

Volusia County Fairgrounds
Tommy Lawrence Arena
3150 E. New York Ave. Deland, FL

www.florexstampshow.com


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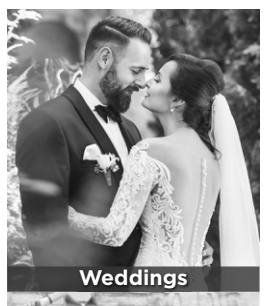
Weddings

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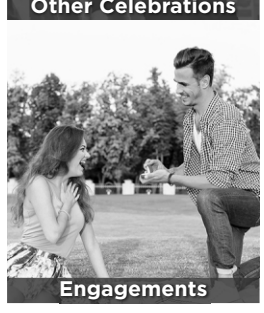
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# THE CITY OF WINTER SPRINGS

## BUSINESS IMPACT ESTIMATE
## PURSUANT TO F.S. 166.041(4)

*This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published.*

**City Commission Meeting Dates: 11/16/2023, 12/11/2023**
**Ordinance Number: 2023-13**
**Posted To Webpage: 11/30/2023**

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

**ORDINANCE NO. 2023-13**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, AMENDING THE CODE OF ORDINANCES REGARDING WATER, WASTEWATER, RECLAIMED AND WATER RATES, FEES, AND CHARGES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:**

___ 1. Ordinances required for compliance with federal or state law or regulation;
___ 2. Ordinances relating to the issuance or refinancing of debt;
___ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
___ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government
___ 5. Emergency ordinances;
___ 6. Ordinances relating to procurement, or
___ 7. Ordinances enacted to implement the following
  ___ a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  ___ b. Sections 190.005 and 190.046;

___
___ c. Section 553.73, relating to the Florida Building Code; or
___ d. Section 633.202, relating to the Florida Fire Prevention Code.

**Part I.**
Summary of the proposed ordinance and statement of public purpose:
(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Winter Springs.)

This ordinance adopts a new utility rate schedule for water, wastewater, and reclaimed water services provided by the City for the current and next four (4) City fiscal years. The five-year rate schedule was developed in accordance with a rate study prepared by Raftelis Consulting. The new rate schedule is specifically set forth in the ordinance and includes a Consumer Price Index (C.P.I.) increase annually. After the five-year rate schedule the C.P.I. adjustment will be applied. The monthly base and consumption charges for such services will be increased for all customers beginning with bills rendered on or after December 1, 2023, based on the services received by the customers and the new applicable rate schedule. The increased rates will provide additional revenue for operations and capital improvements. The City is engaging in a significant sewer capital upgrades and reinvestment program which will require a focus on obtaining funding for the projects and setting the rates to support the capital improvement program and potential new debt service payments.

**Part II.**
Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Springs: (*fill out subsections a-c as applicable, if not applicable write "not applicable")*

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

The proposed ordinance increases the monthly base and consumption charges billed by the City for water, wastewater, and reclaimed water services. Businesses are required to pay for these services on a monthly basis. The direct costs incurred by each business will vary depending on monthly usage and the cost will be calculated by applying the customer's applicable base charge and volume/usage rate for such services rendered. Generally, for bills rendered on or after December 1, 2023, water rates will be increased 11% and a total of 55% by the end of the five year rate schedule; sewer rates will be increased 15% and a total of 108% by the end of the five year rate schedule; and reclaimed rates will be increased 12% and a total of 61% by the end of the five year rate schedule.

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

The direct costs incurred by each business will vary depending on monthly usage and the

cost will be calculated by applying the customer's applicable base rate and volume/usage rate for such services rendered. The new base rate and volume/usage charges are set forth in the Ordinance.

(c) An estimate of the City of Winter Springs' regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The City's regulatory costs are $11.67 Million dollars which will increase to $22.77 Million dollars by year 5 due to the increase of debt service as a result of the Capital Improvement Plan (CIP) projects. Non-residential connections make up about 2% of the City's users. The expected revenue from these connections is $1.06 Million dollars, progressively increasing up to $1.83 Million dollars by year 5.

**Part III.**
Good faith estimate of the number of businesses likely to be impacted by the ordinance:

The Ordinance impacts all customers of the City's water, sewer and reclaimed utilities system. There are currently 299 commercial accounts that will be impacted by the Ordinance, and type of services may vary by customer. However, additional vacant land exists within the City that may support additional businesses in the future when the land is developed.

**Part IV. Additional Information the City Commission may find useful (if any):**

The City retained Raftelis Consulting to prepare a Utility Rate Study. The Rate Study was presented to the City Commission at a public meeting and is the basis under which the City Commission is considering the adoption of the Ordinance. A public hearing notice for the adoption of proposed utility rate increases was sent to utility customers within the utility billing process in accordance with Chapter 180, Florida Statutes. The Ordinance will be advertised in a newspaper of general circulation prior to adoption in accordance with Section 166.041, Fla. Stat.

*This Business Impact Estimate may be revised following its initial posting.*

# REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

East and West Wastewater Treatment Facilities Design and Construction Services

## SUMMARY

The City of Winter Springs owns and operates two major wastewater treatment facilities: the East and West facilities. Both treatment facilities require major improvements to meet current and future community growth. The City issued a Request for Qualifications (RFQ #01-23 SB) in January 2023 and selected Carollo Engineers, Inc. as the most qualified consultant (under the Consultants' Competitive Negotiation Act, CCNA, process) to provide the services required to replace these two facilities, including:

- Detailed Design Development,
- Permitting Assistance,
- Contractor Selection (CMAR – Construction Manager at Risk),
- Contractor (CMAR) Coordination,
- Project Funding Support, Grant Research, and Grant Application,
- Community Outreach/Public Involvement,
- Asset Management,
- Engineering Services During Construction,
- In-Field Construction Inspection Services, and
- Post-Construction Services (i.e., start-up of the treatment facilities and operational support).

The total fee for all of the services provided above, including sub-consultant fees (site civil, geotechnical, survey, and environmental subconsultants) is $12.9 million dollars (the base detailed design fee is $7.3 million). As highlighted in the bullet points above, this fee includes engineering design and additional services to provide guidance/management for the new facilities. These facilities are not limited to the wastewater plant but also include their associated pumping facilities (i.e., onsite pump stations) and overall site development. Funding Support (to retain our State Revolve Funding and pursue additional available grant funding), Public Involvement and Outreach (to ensure the residents of Winter Springs are up-to-date on the ongoings of the project and have their questions answered), and Engineering Services During Construction, which includes Contractor Coordination & Operational Support (to ensure existing facilities are operating as-normal and within compliance during construction of the new facilities), are priorities of this project and included in the overall fee. The design and construction replacement of these two facilities will be ongoing for the next 4-5 years. However with a project of this magnitude, there are always certain inherent risks associated with unforeseen conditions that could

influence the project's trajectory. These could include land acquisition, weather/environmental factors, regulatory changes, etc.

## FUNDING SOURCE

## RECOMMENDATION

Staff recommends the Commission approve the Scope of Work provided by Carollo to provide listed services required to replace the East and West Wastewater Treatment Facilities for a total of $12.9 million. Additionally, Staff requests the Commission authorize the Interim City Manager and the City Attorney to prepare and execute any and all applicable contracts and documents consistent with this agenda item.

**EXHIBIT A**

**SCOPE OF SERVICES**
**East and West Wastewater Treatment Facilities**
**Design and Construction Phase Services**

**CITY OF WINTER SPRINGS**

November 29, 2023

## SECTION 1 INTRODUCTION

The City of Winter Springs (City) owns and operates two wastewater treatment facilities (WWTFs): the East and West WWTF. Both facilities need major improvements to meet current and future community growth. The City has retained Carollo Engineers, Inc. (Engineer) to provide the services detailed in this Scope of Work per the Agreement Number_____ dated _____.

This Project scope is for the improvements to the City's East and West WWTFs.

The Conceptual Design Report (CDR) was completed previously for both the East and West WWTFs. As defined in the CDRs, major elements of the Project include:

1. Influent lift station
2. New headworks
3. New secondary treatment System, including:
    a. Biological nutrient removal basins
    b. Secondary clarifiers
    c. Return activated sludge pumping system
    d. Waste activated sludge pumping system (and tie into existing portable solids handling system)
    e. Process aeration blowers and building
4. New tertiary filtration system
5. New chlorine disinfection system, including:
    a. Contact chamber
    b. Sodium hypochlorite storage and feed facilities
6. Effluent transfer pumps
7. Reclaimed water pump station
8. Plant utility water pumping system
9. New electrical feed, distribution, and buildings
10. New standby generation system
11. Operations building (East WWTF only)
12. Admin and operations building (West WWTF only)

13. Site work, HVAC, plumbing, electrical, SCADA/I&C, and other ancillary improvements to support the major Project elements.

To the greatest extent possible, the East and West WWTFs will be designed with a one-plant, two-site concept. The design approach will be to standardize the facilities noted above to make each plant as similar as possible to improve consistency with construction, operation, and maintenance. This Scope and associated Fee are based upon developing one set of specifications that will be used for the East and West WWTFs and one Computer Aided Design Drafting (CADD) model that will be site adapted for each WWTF.

The work focuses on the development of construction documents including plans, specifications, and other documents supporting establishment of a Guaranteed Maximum Price (GMP) to be negotiated by the City's selected Construction Manager at Risk (CMAR). Engineer services will also include the necessary Project and quality management, permitting assistance, and public involvement services. The Construction Phase services focus on the support of the construction project including engineering services during construction (ESDC). The work breakdown structure (WBS) for the entire Project is shown below.

**Work Breakdown Structure and Relevant Project Phase**

| TASK |
|---|
| 100 – Project Management |
| 200 – Detailed Design Development |
| 300 – Permitting Assistance |
| 400 – CMAR Coordination |
| 500 – Project Funding Support |
| 600 – Public Involvement Assistance |
| 700 – Asset Management |
| 800 – Engineering Services During Construction |
| 900 – City-Directed Allowances |

## SECTION 2 SCOPE OF SERVICES

Engineer will complete the following scope.

### TASK 100 – PROJECT MANAGEMENT

Engineer will perform various project management and monitoring activities throughout the Project, generally following PMI (Project Management Institute) methods, and as delineated in the following tasks and sub-tasks.

101 – Project Plan

Develop a Project Plan that will identify and detail the proposed project management activities for the duration of the Project. Specific components of the Project Plan will include project background and scope; project requirements; identification of project team and associated contact information; project schedule of meetings, workshops, submittal milestones, and review dates; project budget and task breakdown; communication and interface controls; a change management log that captures significant changes agreed

upon by the City and the Engineer; a risk register; and document control and management plan. The Project Plan will be coordinated with the Quality Management Plan and Permitting Assistance Plan.

***Deliverables*: Project Plan, PDF only**

102 – Project Controls and Reporting

Develop monthly progress reports and invoices throughout the Project that identify the following:

1. Work completed since the previous report.
2. Work anticipated in the upcoming month.
3. Project status, including scheduled and actual percent complete of the major tasks.
4. Budget status, including contracted amount, total spent to date, amount remaining, percent spent, and actual percent complete.
5. Schedule status, including variances in the project schedule by milestone and/or deliverable, and total project.
6. Dates of anticipated milestones and/or deliverables in the upcoming month.
7. List of coordination and/or information required, including responsible parties.
8. List of problems encountered (if any) and proposed resolution, including technical, budgetary, and schedule problems.
9. List of potential scope changes, including a brief description and reason for change, along with potential impact on budget and schedule.
10. List of issues needing resolution, including party(s) involved and date required so as not to impact project schedule.
11. List of all major reviews and number conducted month to date compared to the estimated amounts for items such as submittals, request for information (RFIs), design clarifications (DCs), etc.

Develop and maintain project logs documenting key decisions and action items throughout the project duration.

***Deliverables:* Monthly Progress Reports and Invoices, Decision Log, and Action Log; PDF only**

103 – Project Schedule

Develop and maintain a project progress schedule during the design phase. The schedule is maintained in MS Project format. Each activity of the scope of services herein will be incorporated into the WBS of the schedule. Project timelines, along with identification of task inter-relationships, will be provided in a Gantt format. Schedule will include both original baseline and actual progress.

A draft refined baseline project schedule will be submitted to the City for review and approval three weeks following receipt of written NTP from the City. The project schedule will be updated monthly and delivered (electronically) to the City as part of the monthly progress report and invoice. The monthly schedule will include initial baseline, actual progress, status of actual versus initial baseline, and projected completion of tasks.

The project delivery method is Construction Manager at Risk (CMAR). When the CMAR is selected and under contract with the City, the schedule and updates will be provided for incorporation into the CMAR's overall project schedule.

***Deliverables*: Draft and Final Updated Baseline Project Schedule and Monthly Updates, MS Project and PDF formats**

104 – Project Meetings

Prepare and distribute agendas and meeting notes for each meeting. Agendas will be submitted to the City at least two days prior to the meeting. Meeting notes will be submitted to the City no more than five days following each meeting. Meetings will be hybrid (in person and via MS Teams).

*Design Kickoff Meeting*. Conduct a Design Kickoff Meeting approximately three weeks following receipt of written NTP from the City. Meeting objective will be to review the scope of work, schedule, and project plan.

*Monthly Project Meetings*. Conduct monthly project meetings with City representatives throughout the design phase to keep the City informed of the project progress and obtain input and direction. The monthly meetings will include the presentation of completed and upcoming scope items, as well as technical items for City review and approval, results from data collection, and other outstanding project issues.

***Deliverables:* Meeting Agenda and Summary Notes, PDF only**

105 – Project Coordination

Prepare and coordinate necessary sub agreements required for the Project and manage the subconsultant Engineers throughout the Project.

106 – Council Meetings/Presentations

As required by City, prepare relevant materials (i.e., presentation slides, renderings, etc.) regarding the Project for presentation and discussion with the City Council and/or other City management representatives. Materials up to the amount budgeted will be prepared.

***Deliverables:* Presentation Materials, MS PowerPoint and PDF**

## TASK 200 – DESIGN DEVELOPMENT

Engineer will prepare detailed construction contract documents for the Project that will be used by the CMAR to construct the project, prepare the construction cost model and corresponding guaranteed maximum price (GMP), prepare the project schedule, equipment and subcontractor procurement, and for permitting through regulatory agencies.

The design will be developed using CADD 3D software to enhance visualization during design and construction as follows:

1. The various structures and buildings will be developed in a 3D format with applicable extractions from the associated 3D models to create 2D drawings (plans and sections) for adding applicable details and annotations as part of the interim review submittals identified herein.
2. The 3D models will be updated throughout design development and reviewed with City staff during regularly scheduled progress meetings and supplemental coordination meetings with City O&M staff and Contract Operator. The models will be in viewable PDF format.

3. To encourage standardization of construction and operations, in addition increase design efficiency; a one model approach will be maintained for both the East and West WWTFs to the greatest extent possible and site adapted for each location.

The detailed design will consist of a multi-discipline design effort generally described by the following elements:

1. General/Civil/Site Work – The general/civil design will include hydraulic analysis, development of plant layout and survey control, site drainage, paving, and grading, and location of yard piping. Where necessary to define vertical alignment, yard piping profiles will be included for gravity pipelines and pressure pipes greater than 12 inches in diameter.
2. Architectural – The architectural design will include the development of basic building layouts, conformance to the existing overall site theme and site security requirements, and selection of building materials. A building code occupancy plan will also be developed. Building designs will include Operations Building (East WWTF), Operations and Administration Building (West WWTF), blower/electrical building, various canopy structures, and other miscellaneous support buildings. Engineer will conduct a meeting with City representatives to identify building layout needs and requirements prior to development of layouts.
3. Structural – The structural design will include the development of structural design criteria, selection of structural construction materials, design of foundations and foundation treatment, and design of the structural members for the various required facilities.
4. Process/Mechanical – The process mechanical design will include development of the detailed control and operation schemes for the various processes and process units. The mechanical design will include determination of equipment performance and characteristics required, selection of mechanical equipment, location and arrangement of the equipment (with tag numbers) and associated piping, design of the equipment and the associated piping, and design of the supports for equipment and piping. Components of the required odor control systems, including foul air ventilation and treatment, will be included in the mechanical design. In general, tag numbers for all electrically actuated valves 4-inches or greater will be included on mechanical drawings.
5. HVAC/Plumbing/Fire Protection – The heating, ventilation, and air conditioning (HVAC) design will include the development of HVAC systems required for the various buildings and areas, including equipment, ductwork, and ancillary devices. The plumbing design will include the development of potable and non-potable water and drainage systems required for the various buildings and areas. The fire protection design will be a performance specification only and will include fire suppression systems required for the various buildings and areas, including wet sprinklers and alarm systems. It is assumed that motor control center (MCC) areas and electrical control rooms will be provided with non-water-based fire suppression systems. The plumbing and fire protection design will be coordinated with utility requirements.
6. Electrical – The electrical design will include an assessment of new plant power requirements, coordination with the existing East and West WWTF power distribution systems, design of power distribution and lighting systems for buildings and areas, development of motor control schemes, design of MCCs and power conduits, and identification of area classifications, based on City's input and approval of recommended strategies and manufacturers. The electrical design will be coordinated with the City and the local electrical provider's requirements. Specific items relative to standard electrical drawings and specifications will be as follows:

a. Overall site electrical plan identifying major electrical components (service entrance, primary switchgear, standby generators, duct banks, and electrical manholes); load calculations; area power, lighting, grounding, and receptacle plans; area classification (class and division); general notes, key notes, and detail callouts. Engineer will also provide duct bank section cuts showing conduit arrangement. Plan drawings will not include point-to-point conduit routing.

b. MCC design will include MCC front-face elevations (not to scale) and single-line diagrams identifying process equipment, panels, and other electrical power requirements.

c. Panel layout design will include front exterior (face) elevation layout with general dimensions only. Description of general panel components, including wiring and color-coding standards, will be included in the technical specifications. Layouts for panels provided by manufacturers to be provided as part of an engineered package with equipment will not be included in Engineer's design drawings. Panel layout drawings will not include interior layouts; internal and external wiring/connection diagrams; bill of materials; detailed labeling; or detailed dimensional drawings. Technical specifications will include provisions requiring equipment manufacturers and panel builders to provide this additional level of detail as part of the submittal process, for Engineer and City review and approval.

d. Electrical design will include lighting fixture and panel schedules and specification for lightning protection systems for buildings and basins.

e. Electrical design will not include detailed cable/conduit schedules, cathodic protection, wide area network (WAN), loop diagrams (analog), wiring diagrams (discrete signals), or point-to-point control wiring diagrams. Specific requirements for supplier(s) to submit detailed analog loop diagrams and discrete signal wiring diagrams (in hardcopy and electronic format) as part of the shop drawing submittal process will be included in the technical specifications.

7. Instrumentation and Controls – The instrumentation and controls (I&C) design will include specification of instrumentation hardware and software required to accomplish the distributed control and operation scheme(s), design of alarm and display systems, functional layout of area control centers, and selection of control and monitoring instruments. Instrumentation design will include only on-site facilities. Specific items relative to standard I&C drawings and specifications will be as follows:

   a. Provide block diagram(s) and network diagram(s) for the plant control system.

   b. Provide process and instrumentation diagram (P&ID) drawings based on a vertical hierarchy of layers (or bands) ordered from top to bottom as follows:

      i. SCADA (telemetry interface only)

      ii. PLC

      iii. LCP

      iv. FIELD (process equipment and field instrumentation)

   c. Repetitive and/or redundant process controls will be identified as "typical of (number)" as appropriate. Manufacturer's packaged equipment will be shown on P&IDs as a "black box" with only the interface monitoring and control signals identified. Tag numbers for all equipment, motorized valves, and instrumentation will be included on P&IDs. P&IDs will

not include PLC I/O addresses, pipe fittings, or pipe sizes. Control descriptions will be included in the specifications. P&IDs will not be provided for the following systems:

i. Closed circuit television (CCTV) and/or security systems (including controlled gate access)

ii. Fire detection and alarm systems

iii. Telephone and plant intercom/paging systems

iv. HVAC systems, including supply and exhaust fans, louvers, ACUs, and AHUs (unless specifically tied to odor control or other process)

v. Process laboratory facilities

vi. Bridge cranes and/or monorails

vii. Maintenance service equipment

viii. Automatic overhead coiling doors (except for truck loading bay area)

ix. Storm water drainage

x. Landscape irrigation

d. Design will include "typical" schematics supplemented with tables for multiple products. Repetitive and/or redundant equipment items will not be identified with individual schematics. Wire numbers and PLC input/output (I/O) terminal assignments will also not be included.

8. Other Disciplines - Plant fire alarm system consisting of a riser diagram and technical specification. Security system power and controls including card readers, and door contacts.

In addition to assignment of tag numbers for new equipment and instrumentation, any equipment and instrumentation that will be "reused" will be "re-tagged" for consistency, along with updated overall control system block diagram.

NOTE: *Security-related components (i.e., associated EI&C plans and specifications) will be included in a separate package to protect and maintain confidentiality/security, unless specifically directed otherwise by the City.*

201 – Site Investigations

201.1 – Geotechnical Investigation. Engineer will coordinate a geotechnical investigation at both the East and West WWTF sites to include the drilling and sampling of test borings to determine subsoil conditions and provide samples for laboratory testing. Number and depth of borings are detailed in attached subconsultant scope. Engineer will submit draft Geotechnical Investigation Report to the City and CMAR for review. Engineer will further coordinate and consult with the geotechnical subconsultant and the CMAR during detailed design.

The CMAR shall review the Geotechnical Investigation Report and supporting data and coordinate any additional investigations that they may determine to be necessary. Costs to perform any additional geotechnical investigation(s) shall be borne directly by the CMAR and not the Engineer.

***Deliverables*: Draft and Final Geotechnical Investigation Report, PDF only**

201.2 – Topographical and Site Surveys. The Engineer will coordinate a survey of site topographical and key existing facilities features to document the current conditions and surface features of the area proposed for the new and modified facilities. Site survey will also include identification of staked geotechnical borings and horizontal grid development for design of new facilities and site/civil improvements. Subsurface utility excavation (SUE) is also included to locate piping and other buried infrastructure. Details of site survey scope are outlined in attached subconsultant scope.

***Deliverables:*** **Draft and Final Site Topographical Maps, PDF only**

201.3 – Environmental Investigations. Engineer will arrange an environmental investigation of the site to support the permitting efforts described in this Scope of Work. Engineer will delineate the boundary of all wetlands within 50-feet of proposed construction activities. Wetland boundaries will be field located using consecutively numbered flagging and the location of each flag will be collected using handheld GPS equipment. The field flagging will also be included with the site survey to determine if the wetlands are delineated properly. Details of environmental investigations are outlined in attached subconsultant scope.

202 – 30% Design Submittal Package

The 30 percent design submittal is intended to expand the preliminary design concepts and strategies and in 3D and 2D format to support collaborative design development with City and CMAR. A design review workshop will be held with the City and CMAR following submittal of the 30 percent design package. Note, at 30% design, the intent will be to develop a single common design (East and West) which focuses on the major structures, sizing and key equipment. After 30%, the design of each respective facility will be further detailed and adapted to the site.

The 30 percent design review submittal will generally consist of the following:

1. Engineering Report – The Engineer will provide a report summarizing the 30 percent design to support permitting.
2. 3D Model – The Engineer will provide various perspective and sectional views of each process area to convey the layout of each process area.
3. Instrumentation and Controls Drawings – I&C drawings will include general notes, legend, and abbreviations; plant control system architecture and block diagrams; and preliminary process and instrumentation diagrams (P&IDs). Engineer will develop preliminary P&IDs for the various process systems required. No control system data communication routing plans; control equipment location plans; or instrumentation installation typical and/or specific details and equipment control schematics will be included in this review submittal.
4. Technical Specifications –Engineer will develop a list [outline] of technical specifications expected for the Project. List of specifications will be arranged in tabular format by CSI Division.
5. Typical Details – Engineer will develop a list [outline] of typical details expected for the Project. List of typical details will be arranged in tabular format by discipline.
6. Equipment and Instrumentation List – The preliminary Equipment and Instrumentation List developed as part of the PDR will be updated throughout the project to incorporate City input and final selections by the CMAR.

***Deliverables*: Electronic version in PDF format of Review Drawings, Technical Specifications (list only), and Typical Details (list only) for City and CMAR**

203 – 60% Design Submittal Package

The 60 percent review submittal will include applicable updates from the 30 percent review submittal, including the incorporation of applicable 30 percent submittal review comments provided by City and CMAR. Engineer will provide a 30 percent design submittal comments log with the 60 percent review submittal. A design review workshop will be held with the City and CMAR following submittal of the 60 percent design package. At the 60% design level and beyond, the 30% "common design" will be applied to each facility. The intent will be to initially design the East WWTF, immediately followed by the West WWTF.

The 60 percent design review submittal will generally consist of the following:

1. 3D Model: – The Engineer will provide various perspective and sectional views of each process area to convey the layout of each process area. Detailed drawings will be issued as needed by the CMAR for their GMP development.
2. General Drawings – The General drawings will include applicable updates from 30 percent drawing set, plus preliminary construction staging areas, temporary facilities, and site access designations for each of the two sites (East and West).
3. Instrumentation and Controls Drawings – The I&C drawings will include applicable updates from 30 percent drawing set, plus preliminary control equipment location plans; and preliminary instrumentation mounting details and preliminary control schematics for equipment and instrumentation.
4. Technical Specifications – The 60 percent specification set will include technical specifications. Engineer will also submit supplemental summary sheets for City review relative to preliminary selection of major products, acceptable manufacturers, and methods. Control descriptions will also be substantially complete and provided to the City as part of the 60 percent design specifications review submittal. Specifications will be coordinated with the CMAR based on design package needs for continued development of the cost estimate.
5. Typical Details – Engineer will compile and develop the typical details expected for the project.
6. Equipment and Instrumentation List – The Equipment and Instrumentation List will be updated accordingly.

***Deliverables:* Electronic in PDF format of Review Drawings, Technical Specifications. and Typical Details for City and CMAR**

204 – 90% Design Submittal Package

The 90 percent submittal will include applicable updates from the 60 percent review submittal, including the incorporation of applicable review comments provided by City and the CMAR, plus the incorporation of typical details from book form into the drawing set. The work effort for this item will include close coordination with the CMAR to provide design information needed to assist in the continued development of the GMP. This design package will be used by the CMAR to determine his final guaranteed maximum price (GMP). This design package is also intended to be used for agency review for

permitting and approvals. A design review workshop will be held with the City and CMAR following submittal of the 90 percent design package.

***Deliverables*: Electronic in PDF format of Review Drawings, Technical Specifications, and Typical Details for City and CMAR**

205 – Final (100%) Contract Documents

The 100 percent (final) Contract Documents will include applicable updates from the 90 percent review submittal, any design changes from CMAR early work packages, and applicable comments provided by City and the CMAR, plus applicable City Department and agency review comments. Engineer will finalize, electronically seal, and submit all design drawings and technical specifications in the appropriate format following receipt of all review comments provided by City and other review agencies. Engineer will provide a copy of final design submittal comments log to City with the final submittal.

***Deliverables*: Electronic in PDF format of Review Drawings, Technical Specifications and Typical Details for City and CMAR**

**TASK 300 – PERMITTING ASSISTANCE**

Engineer will perform various permitting coordination and assistance activities throughout the Design Phase, as delineated in the following tasks and sub-tasks. Specific permits, plans and reviews anticipated under this Project include the following. Engineer will coordinate with the permitting agencies on behalf of the City and complete permit applications related to the Project. When appropriate, pre-submittal meetings will be held with the agency to assist with the permitting process.

301 – FDEP Permit

Engineer will schedule and conduct a pre-application meeting with FDEP during the 30% design package development. Prepare for the meeting with drawings and design criteria to assist with understanding the Department's permitting requirements for the Project. Prepare and submit the FDEP construction permit and engineer's report in coordination with the City's review and input. Engineer will respond to any comments or requests for additional information (RAIs).

302 – Site Permitting

Engineer will consult with the City Building Department to determine the permitting requirements for construction of the improvements proposed under this Project including any special stormwater or utility requirements. This also includes leading the NPDES/404 permit application, in coordination with the environmental aspects (sub-consultant). This task will include scheduling and attendance at the Pre-Application Request Conference, and associated fees. After determination of the permitting requirements, Engineer will prepare and submit the permit application and supporting documents. Engineer will respond to any comments or requests for additional information (RAIs).

Engineer will submit for environmental permits as required for each site in coordination with subconsultants. Engineer will prepare and submit the permit application and supporting documents. Engineer will respond to any comments or requests for additional information (RAIs).

Note for all permitting, permit application fees shall be paid directly by the City.

***Deliverables:*** **Draft and final permit applications and associated documents, PDF only**

**TASK 400 – CMAR COORDINATION**

The purpose of this task is to assist the City with the CMAR project delivery. This includes selecting one Construction Manager at Risk (CMAR) to develop a guaranteed maximum price (GMP) for the construction of the two WWTFs and oversee and coordinate the construction. The Engineer will assist the City in their review of the cost estimates and GMP proposal submitted by CMAR. As part of the collaborative nature of the CMAR delivery approach the Engineer will coordinate the detailed design with the CMAR.

401 – Procurement Planning

The purpose of this subtask is to establish the plan for development of the procurement documents and execution of the procurement process, as well as to prepare the documentation and complete the GC/CM justification and approval process.

Engineer will review the City's existing procurement codes, policies and procedures, and review requests for qualifications (RFQ) and requests for final price proposals (RFPPs) previously utilized by the City for GC/CM contracting.

***Deliverables:*** **Draft and final Procurement Planning Memo, PDF only**

402 – Procurement Document Development

The purpose of this subtask is to prepare request for qualification (RFQ) documents and to support the City in developing the CMAR Agreement including preparation of CMAR scope of services and technical documentation to accompany the CMAR Agreement.

402.1 - Develop Request for Qualifications (RFQ)

Engineer will assist with preparation of RFQ documents, including the solicitation document, a list of reference documents, submittal forms, and City standard procurement forms. It is assumed that an industry recognized template will be used as the basis for the RFQ with inputs from the City's existing procurement documents. The Engineer will prepare draft and final RFQ solicitation documentation and meet with the City to discuss review comments. Engineer will assist City in assembling RFQ documents for issuance.

***Deliverables:*** **Draft and final RFQ documentation, PDF only**

402.2 - Develop CMAR Agreement Scope of Services Exhibits

Engineer will develop CMAR scope of service exhibits that document the selected CMAR scope requirements during design, construction, and startup testing/commissioning. Specifically, Engineer will develop the following exhibits:

1. Design Phase Scope of Services that documents the CMAR responsibilities during design phase of Project including project management and coordination, design and constructability reviews, cost development and submittals, subcontractor procurement, and the guaranteed maximum price (GMP) proposal.
2. City's Requirements Specifications that serve as the City's construction general requirements (i.e., City's Division 0 and any Division 1 specifications) that document the CMAR responsibilities during the construction phase of the Project including project management and coordination, quality control, schedule and cost management and reporting, record keeping, temporary facilities requirements, and startup/commissioning responsibilities. To the extent possible, the City's existing

general requirement specifications will be integrated into specifications specific to the Project.

Engineer will meet with City for three, 2-hour coordination meetings to discuss development of CMAR scope of services documents.

***Deliverables:*** **Draft and final Design Phase Scope of Services exhibit, Draft and final City's Requirements Specifications, PDF only**

403 – Procurement Process Support

Engineer will support the City in administering the RFQ phase of the procurement process by providing the following services:

1. Assist the City in conducting a pre-statement of qualification (SOQ) meeting with interested parties to explain project and procurement process/expectations.
2. Assist the City in responding to questions received from potential CMAR teams regarding the RFQ/SOQ. Engineer will draft responses to questions for City review and approval and assist in issuing RFQ addenda as necessary.
3. Review SOQ received from potential CMAR teams and prepare a SOQ Review Summary Matrix for use by the City. Engineer will determine if minimum submittal requirements have been satisfied for each SOQ and notify City accordingly.
4. Engineer will prepare a scoring matrix in accordance with the scoring prescribed in the RFQ, and for use by the City in scoring SOQs submitted.

***Deliverables:*** **Pre-SOQ Meeting agenda, presentation materials, and minutes; Draft and final RFQ addenda; Draft and final SOQ Review Summary Matrix; Draft and final Scoring Matrix (in Excel)**

404 – GMP Proposal Review and Amendment Support

Engineer will review the guaranteed maximum price (GMP) proposal submitted by CMAR to evaluate costs and to determine compliance with CMAR Agreement requirements. Engineer will notify the City and the CMAR of any deficiencies and coordinate with the City and CMAR to revise GMP proposal documents for acceptance by the City and incorporation into the Construction Phase Amendment. Engineer will review subcontractor bids submitted by CMAR has provided in the GMP proposal, review costs for all self-performed work, and review contingency justification and values. Engineer will coordinate with the City's legal counsel as required to prepare the Construction Phase Amendment. It is assumed that City's legal counsel will prepare and assemble amendment with Engineer providing input regarding content and format of amendment.

***Deliverables:*** **GMP proposal review summary, PDF only**

405 – Cost Model and GMP Reviews

The purpose of this subtask is to assist the City in their review of the cost estimates and GMP proposal submitted by the CMAR, and to assist with completion and negotiation of the Construction Phase Amendment.

Engineer will review construction cost estimates ("cost models") provided by CMAR at the 30, 60, and 90 percent design milestones. Engineer's costs estimate review will specifically include the following:

1. Evaluate compliance of cost estimates with cost submittal requirements.
2. Review direct and indirect unit costs, including review of general conditions costs.

3. Review/audit supplier and subcontractor quotes and request supplemental quotes, as necessary.
4. Compare costs with other applicable projects.
5. Perform review of contingency values proposed by CMAR.

   Engineer will provide City with summary memorandum of cost review findings and recommendations after review of each cost estimate.

***Deliverables:*** **Cost review summary memorandum (3 total), PDF only**

406 – CMAR Coordination

During the detailed design and construction phases of the project, Engineer will coordinate with the CMAR as part of the collaborative delivery approach. This will include phone calls, emails, meetings, and workshops.

**TASK 500 – PROJECT FUNDING SUPPORT**

Engineer will provide support, identification, and pursuit of loan and grant funding for implementation of the Project.

501 – Funding Opportunities Support

Engineer will support the City in identifying funding opportunities for the Project, including the FDEP SRF program, potential grants and other funding sources. Engineer will assist as needed and requested by the City and the City's staff to facilitate the flow of funds from the funding agencies. Engineer will represent the City before the FDEP and others in settling any issues relative to the disbursement process and compliance requirements that may arise during the planning and design phases of the Project. Advice and guidance will be provided to the City in the development of planning, design, and procurement documents that meet the requirements of the funding agencies.

502 – Bidding/Procurement Document Preparation Services

Engineer will advise and assist the City in the preparation of bidding/procurement documents with conditions and provisions as may be required by the FDEP. Engineer will assist the City in obtaining appropriate documents for compliance with the federal Davis-Bacon Act, American Iron and Steel requirements, and other compliance requirements for inclusion in the procurement documents. Engineer will advise the City in the preparation of the Site Certification and other supporting documents as may be required to obtain approval of the FDEP. Engineer will coordinate with the City to assist in gaining approval of the plans, specifications, procurement documents, contract documents, and supporting documents by the FDEP so that the Project is ready to proceed to construction.

503 – Design Loan Disbursement Requests

Engineer will gather and assemble the monthly invoices for engineering services, administrative services, and other SRF eligible costs along with supporting backup documentation as required by the FDEP necessary to prepare the disbursement requests. Engineer will review the invoices to verify SRF eligibility. Engineer will prepare the disbursement requests and submit the requests to the City for review, approval, signing, and submittal to the FDEP.

504 – Construction Loan Request for Inclusion (RFI)

Engineer will review available information and assemble the supporting documents and prepare a draft SRF RFI for a construction loan for the Project in accordance with the requirements of the FDEP. The RFI will be submitted to the City for review, approval, signing, and for submission to the FDEP. Engineer will respond to any questions or comments relative to the RFI on the City's behalf to confirm the Project meets the requirements for listing on the fundable portion of the SRF Priority List. Engineer will attend the SRF Priority List meeting on behalf of the City and report the results of the meeting to the City.

505 – Construction Loan Application

Engineer will coordinate with the City's Finance Department and assist as needed in preparing the SRF construction loan application. Engineer will provide comments and recommendations relative to the application and application process. Engineer will assist the City in completing the final construction loan application and the submittal of the required documentation to the FDEP. Engineer will assist the City in the preparation of a draft loan authorizing resolution or ordinance and certifications as may be necessary to complete the application process. Engineer will coordinate with the City and the FDEP to gain approval of the application. Engineer will review the draft loan agreement that will be prepared by the FDEP. Engineer will comment and advise the City as to the provisions of the draft agreement, communicate with the FDEP to negotiate any needed revisions to the draft agreement, and respond to comments and questions on the City's behalf. Engineer will provide guidance on the execution and filing of the final agreement with the FDEP.

506 – Pre-bid / Procurement Services

Engineer will assist with the preparation of the advertisement and bidding of the Project and participate in the pre-bid coordination as needed, including the CMAR work packages meet funding criteria. Engineer will advise and assist the City in preparing the bid submittal package for the FDEP to gain authorization for contract award.

507 – Construction Phase Support

Engineer will review the CMAR's invoices for compliance with the loan program requirements and submit requests for reimbursements monthly.

***Deliverables*: Presentation Materials and information for Funding Documents, MS PowerPoint and PDF**

**TASK 600 – PUBLIC INVOLVEMENT ASSISTANCE**

The purpose of the Public Involvement Assistance is to aid the project team in their communication with the community surrounding the project sites and City-wide residents. It is the intention of the public involvement portion of the Project to keep affected stakeholders informed of proposed changes to the site, consider comments from and listen to potentially affected interests, and work with the project team to make sure that alternatives are developed which consider the feedback obtained from the public input, as may be requested by the City.

601 – Project Media Updates Support to City

Engineer will develop project information documents (flyers, newsletters, presentation data) as needed to be distributed to the local community residents and businesses around the project areas, either in hardcopy of electronic (email and City Website) format.

The task effort may vary or be adapted to the project needs, but will be based upon the allotted budget.

***Deliverables*: Draft and Final Newsletters (type to be determined with City)**

602 – Preparation and Attendance for Stakeholder Meetings

Engineer will coordinate, prepare, and attend (virtual or in person) meetings with the public or City personnel or other interested parties to provide updates on various WWTF components and construction activities. Meetings up to the amount in the attached budget are anticipated.

***Deliverables*: Meeting notes, PDF only**

603 – Facility Renderings

Engineer will develop and update architectural renderings in 2D and 3D format plus applicable architectural material boards for assistance in communicating proposed facilities to the public, City management, elected officials, and other interested stakeholders.

***Deliverables*: Renderings and Boards (Number and type of copies up to budgeted amount)**

604– General Facility Support

Engineer will coordinate with City management and staff (i.e., City's engineers, operations, engineering, etc.) throughout the design phase including meetings, calls, and site visits to address design items. This continued coordination will provide documented information for decisions made and include site visits to meet with Operations staff for continued input and collaboration.

Engineer will coordinate with the City's Contract Operator throughout the duration of the design process. Time in this task may also include technical support, regulatory support, public outreach, or other as-needed support related to interim operation of the existing WWTF's.

**TASK 700 – ASSET MANAGEMENT COORDINATION**

701 – Update City Asset Registry

Engineer will review and confirm the Asset Registry of the East and West WWTFs assets as-builts following completion of construction and commissioning of both WWTFs. The registry will be reviewed to align with as-built drawings and final vendor O&M manual submittals. Final revisions will be transmitted to the City's team in Microsoft Excel file format.

702 – Preventive Maintenance Schedules

Engineer will collect and organize vendor prescribed maintenance for East WWTF and West WWTF equipment assets. Engineer will coordinate a workshop with the City to review and select assets from the final asset registry for development of preventive maintenance (PM) schedules. The workshop will determine triggers to maintenance schedules such as calendar intervals, runtime, and key performance indicators. Based on selected assets and final vendor O&M manual submittals, Engineer will compile a draft spreadsheet of maintenance schedules. A workshop will be coordinated with City staff to

review the schedules. Following the review workshop, a final spreadsheet will be delivered to the City for implementing PMs schedules.

703 – Preventive Maintenance Templates

Based on selected assets and final vendor O&M manual submittals, Engineer will assist the City with development maintenance tasks for creating and implementing PM templates. Engineer will compile an Excel spreadsheet of maintenance tasks for City review. A workshop will be coordinated with City staff to review the maintenance tasks spreadsheet. Following the review workshop, a final spreadsheet will be delivered to the City for implementing PM templates.

704 - Asset Management Business Processes

Defined processes for adding and replacing assets is a key element of a sustainable asset management plan. Engineer will coordinate a business process workshop to review and document the City's current and future best practices for evaluating refurbishing and replacing critical assets. Best practices will evaluate impactful elements such as lead times for major rework of rotating equipment, replacement ordering and design services, and condition assessments the City can incorporate into remaining useful life calculations.

***Deliverables*: Asset registry, PM schedules, and PM templates (MS Excel); and workshop presentations (PDF of slides)**

**TASK 800 – ENGINEERING SERVICES DURING CONSTRUCTION**

**TASK 810 – PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION**

Engineer will perform general project administration activities throughout the Construction Phase, as delineated in the following tasks and sub-tasks:

811 – Representation on Behalf of the City

Engineer will consult with and advise the City and act as its representative during construction. Engineers of record will make site(s) visits at periods appropriate to the various stages of construction to inspect, as an experienced and qualified professional, the progress and quality of the executed work of CMAR and to determine if such work is proceeding in accordance with the construction documents.

Engineer's efforts will be directed toward providing a degree of confidence for City's that the completed work of CMAR will conform to the Contract Documents, but Engineer will not be responsible for the failure of CMAR to perform the work in accordance with the construction documents.

Based on on-site examination of materials, equipment, and workmanship, Engineer will keep City informed of the progress of the work, will endeavor to guard City against defects and deficiencies in such work, and will disapprove or reject work failing to conform to the construction documents. This task will include the following items:

a. Attend pre-construction [kickoff] conference: Engineer will attend pre-construction conference. At the conference, Engineer will identify field services to be provided by Engineer and discuss appropriate coordination procedures. Engineer will assist CMAR in preparation of agenda for the meeting.

b. Provide construction administration, quality assurance, and coordination: Engineer will provide construction administration and quality assurance services during the course of construction regarding the overall technical correctness of the construction phase services and that specified procedures are being followed and that schedules are being met. Engineer will provide coordination functions during the construction phase as follows:

   i. Hold coordination meetings with the City representative and other City staff as needed monthly.

   ii. Coordinate with regulatory and approving agencies and utilities as required.

   iii. Coordinate the work of specialty subconsultants assigned to the Project.

***Deliverables:*** **Miscellaneous Project Documents (PDF only)**

812 – Administer the Construction Schedule

Engineer's opinions concerning the various scheduling documents produced or used by the CMAR are for information and are not controlling on the CMAR. It is the CMAR's responsibility to continue to exercise its independent judgment concerning means, methods, and sequences of construction it employs. The CMAR remains solely responsible for meeting contract time(s) identified in the construction documents.

a. Review baseline schedule: Engineer will review and critique the CMAR's baseline schedule in accordance with the construction documents. Engineer will examine the work sequence, durations, interim milestones, and other scheduling features in accordance with the requirements of the construction documents. Engineer will prepare a summary of the baseline schedule review comments and will meet and discuss the schedule comments with the CMAR and the City's representative.

b. Review progress schedule updates: Engineer will review the CMAR's progress schedule updates to the construction schedule in accordance with the construction documents. Engineer will perform a review of progress accomplished during the period and compare to planned schedule and discuss significant discrepancies with the CMAR. Engineer and CMAR will establish, based on the data, the percent of Project completion. Engineer will meet with CMAR on monthly basis to review and update the schedule data. Based upon the schedule update, Engineer will recommend processing progress payments. The primary performance of the task will be performed under Task 840.

Task effort is based on receiving thirty six (36) monthly schedules, including one baseline schedule, from the CMAR.

***Deliverables:*** **Baseline Schedule Review Comments Summary (electronic format only)**

813 – CMAR Progress Payments

Engineer will review, prepare comments, and reach agreement with the CMAR on the progress represented in the CMAR's schedule of values. The monthly schedule update, schedule of values, in combination with Engineer's field inspections, and the progress schedule shall be used by Engineer to determine the appropriateness of the CMAR's request for payment.

Engineer, as an experienced and qualified professional, and on review of applications for payment and the accompanying data and schedules, determine the amounts owed to CMAR and recommend in writing, payments to CMAR in such amounts; such recommendations of payment will constitute a representation to City, based on such inspections and review, that:

a. the work has progressed to the point indicated;

b. to the best of Engineer's knowledge, information, and belief, the quality of such work is in accordance with the construction documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the construction documents, and to any qualifications stated in the recommendation); and

c. payment of the amount recommended is due and owed to the CMAR.

d. For unit price work, Engineer's recommendations for payment will be a determination of completed quantities of such work.

Task effort is based on receiving thirty six (36) Pay Applications from the CMAR.

***Deliverables:*** **Recommendation of Progress Payments (PDF only)**

814 – Substantial and Final Completion Inspection

Following notice from the CMAR, Engineer will conduct an inspection to determine if the Project or the work associated with interim milestones is substantially complete in accordance with the construction documents. If Engineer considers the work substantially complete, Engineer will deliver to the City and the CMAR the Certificate of Substantial Completion and the punch list, the date for completion of the punch list, and recommend the division of responsibilities between the City and the CMAR. If the work is not substantially complete, the process shall be repeated until the work is substantially complete.

Engineer will, upon completion of the punch list items as notified by the CMAR, make final inspection to determine if the finished work has been completed to the standard required by the construction documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and CMAR has fulfilled the obligations so that Engineer may recommend, in writing, final payment to CMAR and may give written notice to City and the CMAR that the work is acceptable, subject to any conditions therein expressed and in consultation with the City whether the work is finally complete. At or prior to the final inspection, Engineer will request the CMAR prepare and furnish:

a. Certification that all obligations for payment for labor, materials or equipment related to the work have been paid or otherwise satisfied;

b. certification that all insurance and bonds required of the CMAR beyond final payment is in effect and will not be canceled or allowed to expire without notice to the City;

c. the written consent of surety for final payment;

d. record document information is complete and submitted;

e. all keys, manuals, required spare parts, guaranties and warranties, and other documents necessary for close-out of the work; and

f. verification of permit close-out including the Certification of Occupancy.

If the work is not finally complete, the process shall be repeated until the work is finally complete.

Promptly after the work is determined to be finally complete and Engineer determines that the CMAR has properly submitted the items required for final inspection, Engineer will determine whether the CMAR is entitled to final payment.

Engineer's recommendation that the CMAR is entitled to final payment constitutes Engineer's representation to the City that:

a. the work complies with (a) the construction contract documents, (b) applicable building codes, rules or regulations of all governmental authorities having jurisdiction over the Project, and (c) applicable installation and workmanship standards;

b. the CMAR has submitted proper Final Completion close-out documents; and

c. the CMAR is entitled to final payment.

Engineer will provide to the City, at the time it submits a signed final payment request from the CMAR, all Final Completion close-out documents.

Engineer will not be responsible for the acts or omissions of any CMAR, or subcontractor, or any of the CMAR's or subcontractor(s)' agents or employees or any other persons (except Engineer's own employees and agents) at the site(s) or otherwise performing any of the CMAR's work; however, nothing contained in Tasks 821 through 824, inclusive, shall be construed to release Engineer from liability for failure to properly perform duties in accordance with this scope of services.
Task effort is based on performing two (2) Substantial Completion inspections and one (1) Final Completion inspection, as requested from the CMAR.

***Deliverables:*** **Certificate of Substantial Completion, Punch-List, and Final Completion Documentation (electronic format only)**

**TASK 820 – ENGINEERING SERVICES DURING CONSTRUCTION**

821 – Review Submittals, Shop Drawings, and Test Results

Engineer will receive, review, evaluate, and distribute (or take other action in respect of) shop drawings, samples, test results, and other data which CMAR is required to submit. Engineer's review shall be for conformance with the design concept of the Project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by CMAR, or to safety precautions and programs associated thereto. Engineer will receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, and certificates of inspection, which are to be assembled by CMAR in accordance with the construction documents.

Engineer will maintain a submittal log showing dates of submittal, transmittal action to other subconsultants, dates of return, and review action using the CMAR's web-based document system. Copies of the log shall be furnished to the City and the CMAR at bi-weekly meetings. Engineer will promptly and in accordance with Project schedule

requirements, review and approve, reject, or take other action on the CMAR's request for substitutions. Engineer will not approve any proposed substitution unless such substitution conforms to the Project design concept and the construction documents including the contract price.

Task effort is estimated based on receiving an estimated total of 750 shop drawing submittals. Submittal review efforts are based upon a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews.

***Deliverables:*** **Shop Drawing Log, Shop Drawing Review Comments (electronic format only).**

822 – Requests for Information (RFIs)

Engineer will render interpretation and responses necessary for the proper execution and progress of the Project on written request of either the City or the CMAR and submit written responses to the City's representative and CMAR accordingly. Responses will be provided within five working days upon receipt by the Engineer, or as agreed to by the City. Engineer will render all interpretations or decisions in good faith and in accordance with the requirements and intent of the Contract Documents. Task effort is based upon an estimated total of 300 RFIs.

***Deliverables:*** **RFI Log and RFI Responses (electronic format only)**

823 – Design Clarifications and Interpretation

Engineer will issue the City's instructions to CMAR; issue necessary interpretations and clarifications of the construction documents; have authority, as City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the construction documents and judge the acceptability of the work thereunder; and make decisions on all claims of City and CMAR relating to the acceptability of the work or the interpretation of the requirements of the construction documents pertaining to the execution and progress of the work. Engineer will render interpretations or decisions in good faith and in accordance with the requirements of the construction documents.

Engineer will respond to the City's representative and/or CMAR to clarify and/or interpret technical or design-related questions. Routine technical interpretations shall be responded to under Task 400. Engineer will respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the construction documents. Engineer will serve as the City's advisor in resolution of these issues.

Task effort is based on issuing an estimated total of 70 Design Clarifications to the CMAR.

***Deliverables:*** **Interpretation Responses and Clarifications (electronic format only)**

824 –Changes and Change Orders

Engineer, without the City's prior approval, may authorize or direct minor changes in the Work which are consistent with the intent of the construction contract documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Any such minor changes shall be implemented by written field order. Except as provided in this paragraph, Engineer shall not have

authority to direct or authorize changes in the Work without the City's prior written approval; however, Engineer shall provide a copy of any written field order to the City.

Engineer will promptly consult with and advise the City concerning, and shall administer and manage, all change order requests and change orders. Engineer will prepare, when requested by the City, required drawings, specifications, and other supporting data regarding minor changes, change order requests, and change orders. Engineer will prepare and submit change order requests explaining the merits for the change and a recommendation for the City's approval and acceptance. Engineer will negotiate an agreement with the CMAR as to scope of work and cost, time or both associated with the change in Work. The change order shall include a written justification for the cost of the Work.

Engineer will administer and manage minor changes, change order requests, and change orders on behalf of the City. Change orders shall be prepared on a standard form provided by the City.

Should a change order request be accepted by the City in the absence of an agreement with the CMAR as to cost, time, or both, Engineer will:

a. receive and maintain all documentation pertaining to the change order request required of the CMAR;

b. examine such documentation on the City's behalf;

c. take such other action as may be reasonably necessary or as the City s may request; and

d. make a recommendation to the City concerning any appropriate adjustment in the construction cost and/or time and prepare a change order for CMAR's acceptance and City approval.

Changes and substitutions shall be limited to the scope of the Project as defined by the construction documents or additional work as may be requested by the City.

Task effort is based on issuing an estimated total of 10 Change Orders to the CMAR.

***Deliverables:*** **Field Orders, Potential Change Order (PCO) Documentation, and Change Order Directives (electronic format only)**

825 – Material Test Lab Services

To be provided by CMAR. No scope under this task will be provided by Engineer.

826 – Record Drawings

Engineer will prepare a set of record drawings showing those changes made during construction. Record drawing information shall be based on marked-up prints, drawings, and other data furnished by CMAR to the Engineer, which the Engineer will review for accuracy and completeness.

Engineer will prepare the following:

a. Two (2) full-size black line copies and three (3) half-size black line copies for submittal to the City. Record drawing information will be added electronically to existing AutoCAD files by the Engineer as the record set. The record drawings will be conformed to reflect shop drawing review, substitutions, clarifications, and change

order information. The original cover sheet with all the signatures and Engineer's seals will be used for the record drawings.

b. Electronic files representing record drawing information, including both AutoCAD and PDF formats will be provided. (Note: The record drawing electronic files will be used as facility drawings by the City. The set of record drawings defined above will represent the official record drawing set for the Project.)

Engineer's RPR will review and coordinate the record drawings. The record drawings will be available to the City within sixty (60) calendar days of receipt of all data in its entirety from the CMAR.

***Deliverables:*** **Record Drawings (hardcopy and electronic format)**

827 – Site Visits and Factory Tours

Contract documents require factory acceptance testing (FAT) of major project components prior to delivery to the construction site. These tests are intended to confirm proper operation and compliance with contract documents. The Engineer will review and provide comments on the protocol submitted by CMAR outlining FAT activities. Engineer will plan for and attend factory acceptance tests as applicable for the following systems:

a. Major pumps and equipment

b. Tertiary filters

c. PLC control panels

d. Motor control centers

e. Stand-by engine generators

828 – Construction Close-out Permitting

Engineer will prepare and submit to the appropriate City and State agencies permitting documents to close out the permits acquired during the Design Phase. Engineer will prepare and submit the following to FDEP for construction completion certification and project closeout:

*a.* Form 62-620.910(12), *Notification of Completion of Construction for Wastewater Facilities or Activities*

*b.* Form 62-620.910(13), *Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals*

*c.* Form 62-555.900(9), *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation*

It is assumed the CMAR will obtain all permits required by the City Building Department. Engineer will provide supporting documents to the CMAR as required to obtain these permits.

**TASK 830 – RESIDENT SERVICES DURING CONSTRUCTION**

The Resident Engineer (RE) and various Inspectors will be furnished and will act as directed by the Engineer, to assist Engineer in inspecting performance of the work of the CMAR. Through more extensive on-site inspections of the work in progress and field checks of materials and equipment by the RE and Inspectors, Engineer will endeavor to provide further protection for City against defects and deficiencies in the work of CMAR; but the furnishing of such RPR representation will not make Engineer responsible for construction means, methods,

techniques, sequences or procedures, or for safety precautions or programs, or for CMAR failure to perform their work in accordance with the construction documents.

The RPR/RE, as Engineer's agent, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer. The RPR's dealings in matters pertaining to the on-site work shall in general be only with Engineer and CMAR, and dealings with subcontractors shall only be through or with the full knowledge of CMAR. Written communication with City will be only through or as directed by the Engineer, and when appropriate, may be through the RE.

**Duties and Responsibilities**

831 – Field Administration

The RPR/RE will provide part-time services up to the time budgeted to assist the City, Engineer, and CMAR with the following activities:

a. Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by CMAR, and in consult with the Engineer concerning their acceptability.

b. Meetings: Attend pre-construction conference and periodic construction progress meetings.

c. Liaison: Serve as Engineer's liaison with CMAR, working principally through CMAR's superintendent, and assist the superintendent in understanding the meaning of the construction documents. Assist Engineer in serving as City's liaison with CMAR when CMAR's operations affect City's on-site operation. As directed by the Engineer, assist in obtaining from City additional details or information, when required at the job site for proper execution of the work.

d. Shop Drawings and Samples: Shop drawings and samples which are furnished by CMAR will be received and reviewed as defined in Task 821. Advise Engineer and CMAR or its superintendent prior to the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the Engineer.

e. Interpretation of Construction Documents: Receive and transmit clarifications and interpretations of the construction documents to/from the CMAR and Engineer as described in Task 823. The RPR will notify the City's representative of Engineer's decision prior to issuance to the CMAR.

f. Changes: Consider and evaluate CMAR's suggestions for changes in drawings or specifications and report suggestions with recommendations to the Engineer. Notify the City's representative of changes or alterations believed to be in the City's best interest. Provide the City's representative with support information of proposed changes. Prepare drawing, details, and specifications needed to describe and justify the change. Prepare an estimate of the cost and time impact of the change and negotiate scope, cost, and schedule with the CMAR.

g. Records: Maintain at the job site files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original construction documents including all addenda, change orders, field orders, additional drawings issued after the execution of the construction contract, Engineer's clarifications and interpretations of the construction documents, progress reports, and other Project related documents.

h. Prepare daily reports recording CMAR's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, on-site equipment, subcontractors on-site, inspections in general and specific inspections in detail as to inspecting test procedures. Send record copies to the Engineer.

i. Maintain notes to be capable of cross referencing the CMAR's record drawing information for accuracy and completeness.

j. Maintain a digital photographic file of the progress of the construction activities throughout the duration of the Project. This photo file will consist of color digital photographs taken to document specific construction activities where the information may be of future value. The photographs will be labeled as to the subject, and date of the photo and the photos will be kept in files which have been formatted to represent the specific construction area of the Project.

k. Reports: Each month, furnish to the City Project progress meeting minutes (as the construction contract status report) describing the progress of the work and CMAR's compliance with the approved progress schedule and schedule of shop drawing submissions. The report will include as a minimum:

    i. Total Project cost to date

    ii. Total Project cost during the period

    iii. Planned versus actual progress

    iv. Actual and/or potential defaults or violations of the construction documents

    v. Remedies to the above

    vi. Change order activity summary

    vii. Other Project issues.

l. The RPR/RE will consult with the design engineers and City in advance of scheduled major tests, inspections or start of important phases of the work.

m. Promptly notify City of any accident relating to the Project.

n. CMAR Pay Applications: Review applications for payment with CMAR for compliance with the established procedure for their submission and forward those with recommendations to the Engineer, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

o. Certificates, Maintenance and Operation Manuals: During the work, review and determine that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CMAR are applicable to the items actually installed; and deliver this material to the Engineer for review and forwarding to City prior to final acceptance of the work.

p. Start-up Assistance: Start-up services shall be sufficient to transfer finished work from a construction status to operating, functional system(s). Such services may include review of CMAR's start-up plan, prepare and coordinate a start-up plan and procedures for City personnel use, supervise during start-up procedures, and assist City personnel during a period of initial operation.

q. Special Inspection: During the work, arrange and coordinate Special Inspections for structural, mechanical, and electrical work as required by the Special Inspection Certificates required by the City.

832 – On-Site Inspection and Review of Work

The RPR/RE (with Inspectors) will maintain a presence at the Project site to be knowledgeable about the progress and quality of the work to:

a. Conduct on-site inspections of the work in progress to assist Engineer in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents.

b. Report to Engineer whenever it is believed that any work is unsatisfactory, faulty, or defective, or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise Engineer when it is believed work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection, or approval.

c. Verify that tests, equipment, and systems start-up and operating and maintenance instructions are conducted as required by the construction documents and in presence of the required personnel, and that CMAR maintains adequate records thereof; inspect, record and report to the Engineer appropriate details relative to the test procedures and start-ups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to the Engineer.

833 – Completion

The RE will assist Engineer EORs during the inspection for Substantial Completion and Final Completion (Final Acceptance) as follows:

a. Before Engineer issues a Certificate of Substantial Completion, submit to CMAR a list of inspected items requiring completion or correction (“punch list”) in accordance with the requirements of the construction documents.

b. After the CMAR has completed the work of the list and upon request of the CMAR, the RPR/RE will conduct final inspection with the Engineer, City, and CMAR. If necessary, prepare a final list of items to be completed or corrected in accordance with the requirements of the construction documents.

c. After the CMAR has completed the work of the final list and upon written notice from the CMAR, review and determine that items on the final list have been completed or corrected and make recommendations to the Engineer concerning acceptance.

**Limits of Authority**

Except upon written instructions, the RPR/RE:

a. will not authorize any deviation from the construction documents or approve any substitute materials or equipment;

b. will not undertake any of the responsibilities of CMAR, subcontractors or CMAR's superintendent, or expedite the work;

c. will not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the construction documents;

d. will not advise on or issue directions as to safety precautions and programs in connection with the work; and

e. will not authorize City to occupy the Project in whole or in part.

***Deliverables:*** **Miscellaneous Project Documents (Daily Work Reports, Monthly Progress Reports, Substantial/Final Completion Certificates with Punch lists, Digital Progress Photos)**

**TASK 840 – START-UP AND COMMISSIONING PHASE DURING CONSTRUCTION**

841 – Start-Up, Testing, and Operational Assistance

The City's Contract Operator will provide Startup and Commissioning services, the Engineer will provide guidance to the Operator, up to the amount budgeted.

842 – Training Services

Training will be provided by the City's Contract Operator. No scope under this task will be provided by Engineer.

843 – Warranties

Provide services after completion of the Construction Phase, such as inspections upon request during the 12-month warranty period, reporting discrepancies under guarantees in the construction documents, and assistance for resolution of defects to be corrected under warranty.

***Deliverables:*** **Warranty Assistance Report(s) (electronic format only)**

844 – MOPO Coordination

CMAR will be working at an operating wastewater treatment facility, and as such there may be planned shutdowns associated with the new work that will need to be performed within the vicinity of existing structures, process areas, piping, etc. Extensive coordination is required with the CMAR to keep plant shutdowns to a minimum.

Engineer will review the CMAR's proposals and plans for temporary conveyance and/or processing facilities. For work within the areas of process shutdowns, review list of labor, materials, estimation of time, equipment necessary, and written description of the proposed work

845 – Electronic O&M Manual Development

No scope under this task will be provided by Engineer.

**TASK 900 – CITY-DIRECTED ALLOWANCES**

During the Project, the City may elect to engage the Engineer on additional or supplemental services not specifically included in this Scope of Services herein. Reimbursement of supplemental services can be handled through a subsequent Amendment or use of available allowance and/or contingency funds associated with the Project.

901 – General Contingency

In order to provide flexibility for the City to add tasks and or to provide for unforeseen additional efforts, a general contingency is being provided. For example, the general contingency could be used to cover any additional design effort if it is decided during the design development stage that the City desires additional improvements to the solids handling system at either WWTF. The contingency will only be used upon the authorization of the City.

## SECTION 3 ASSUMPTIONS

1. The East and West WWTFs will each be rated for an approximate 1.5 mgd maximum month average daily (MMAD) flow and load design capacity.
2. Project will be procured using the CMAR alternative project delivery method, and assumes that a single CMAR will be selected to procure and construct both facilities.
3. The East and West WWTFs will be designed so that the two facilities are standardized to the greatest extent possible. As such, the facilities will be designed using one CADD model that is site adapted. Common specifications and typical details will be used for both WWTFs. Design fees assume that the two facility designs will progress sequentially without a delay between the designs.
4. The East and West WWTFs are anticipated to be constructed sequentially with some construction overlap. As the CMAR will set the final schedule with the City, the construction schedule is not final. Resident Inspector and project oversight hours are estimated based on a 36 month construction duration with anticipated staffing levels of expertise for each discipline. Changes in project schedule or required staff expertise may impact the estimate. If additional support is required beyond the scoped budget or level of expertise, the Engineer will require additional fees to support/oversee the projects.
5. It is anticipated that new facilities will be constructed “next to” the existing facilities with ample property to minimize construction risk and phasing. Modifications, phasing and/or upgrades to the existing structures are not included in this design except for the interconnection to the existing influent sewer, reclaim discharge, waste sludge systems and the demolition of abandoned facilities following the startup of the new facilities. If construction of the new facilities is to overlap the existing facilities, this will require more design details and construction coordination to minimize risk and to maintain existing facility operations, not currently included in this scope.
6. Design will be based on the applicable codes and standards as adopted by the City at the time of the 30 Percent Design Review Submittal. Applicable codes and standards will apply only to new buildings, structures and associated facilities, as well as expansions and major modifications to existing buildings and structures. Existing buildings, structures, and facilities shall not be subject to revised codes or standards compliance.
7. Electrical system studies, including short circuit, protective device coordination, and arc flash hazard analysis shall be provided by the CMAR (or others) during construction, based on the actual equipment being provided, to be reviewed by Engineer. Preliminary short circuit calculations will be completed by Engineer during this Detailed Design Phase to size electrical equipment short circuit ratings. City shall provide existing electrical system study model (base) files, to the extent these are available.
8. Survey and SUE are included, but limited based on the survey scope. Additional SUE/potholing of existing underground facilities and utilities required for design and/or construction shall be by the CMAR if required.
9. Construction-related permits − including but not necessarily limited to SWPPP and NOI for stormwater; excavation, dirt moving and dust control permits; and traffic/grading permits − shall be by the CMAR.
10. Engineer will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by CMAR (unless otherwise specified in the construction contract documents) or the safety precautions and programs associated with

the work of CMAR and will not be responsible for the CMAR's failure to carry out Work in accordance with the Contract Documents.

11. Engineer will furnish on-site part-time Resident Project Representative (RPR), a part-time Project Administrator (PA), throughout the Project duration. Additional part-time Specialty Inspectors will also be assigned to this Project at critical points in the construction, as well as periodic general inspection by design engineers. Additional office-related services will be completed by other Project personnel accordingly. Additional inspectors can be included if requested, along with associated fee, if requested by the City.
12. A 12-month warranty period will follow Substantial Completion.
13. Operation manuals (electronic or paper) are not included and can be added to this Scope of Work, along with the associated fees, if requested by the City.
14. Standard Operating Procedures (SOPs) are not included and can be added to this Scope of Work, along with the associated fees if requested by the City.
15. Startup and Commissioning support will be provided mainly by the City's contract operator. Engineer will provide minimal support.
16. CMAR shall maintain a set of active Record Drawings at the Project site, consisting of applicable redline markups to the drawings (hardcopy or electronic copy) in accordance with the Contract Documents. Redline drawings will be made available to the Engineer for use in developing final electronic Record Drawings. Weekly availability of redline markups to maintain Record Drawings in "real-time" throughout the duration of the Project is preferred.
17. *Permitting Fees*. All permitting fees will be paid for directly by the City.
18. *Contract Amendments*. Subsequent Construction Phase services, which may include office-related and field-related services during construction, will be included in a separate future contract and amended to the existing Contract with the City.
19. *Project Deliverables*. Engineer will produce and submit draft and final reports and interim milestone review packages in electronic format for review by the City and CMAR throughout the Design Phase, as identified herein. Electronic copies of the various deliverables will be provided in PDF only, no hard copies of reports, design drawings nor specifications will be provided. City shall agree to review draft project deliverables and provide comments to Engineer in a timely fashion, typically within two (2) weeks of submittal.
20. *Electrical:* Existing facilities will not be re-powered from new service. Existing starters and feeders for existing equipment will remain in place and not require replacement.
21. *Systems Integration (Programming)*. Existing systems will not be re-tagged or re-programmed. No PLC or SCADA programming is included in this Scope of Services. Control systems integration (programming) for this Project will be completed by others (responsibility of the CMAR).
22. *Surveys*: Assumes environmental surveys will have no impact on project design or permitting, beyond anticipated wetlands at the East WWTF. No archaeological investigations are required. No evaluation of potential soil, groundwater, or surface water contamination are included in this Scope of Services.
23. *Document Management*. Construction document management and document control will be through the CMAR's web-based system. Various documentation submitted by CMAR (i.e., shop drawings, RFIs, schedules, reports, etc.) shall be available and transmitted in electronic format, as required by Contract Documents.

24. *Designation of Construction Documents*. Construction Contract Documents ("construction documents") referenced herein generally consist of the CMAR agreement, general conditions, supplemental conditions, drawings, standard details, specifications, addenda, and executed change orders prepared for construction of the Project.
25. *Project Deliverables.* Engineer will produce and submit draft and final deliverables in hardcopy format for review by the City and CMAR, as identified herein. Electronic copies of the various deliverables will generally be provided in PDF format. City shall agree to review draft project deliverables and provide comments to Engineer in a timely fashion, typically no later than within two (2) weeks of submittal unless otherwise mutually agreed to by the Engineer and City.

**SECTION 4 SERVICES NOT INCLUDED**

The following services are not included in the above-described Scope of Services but may be provided during the course of the Project. If requested by the City, the following services shall be provided by the Engineer for additional compensation as agreed by the Engineer and the City.

1. Easement legal sketch and descriptions.
2. Systems Integration/Programming.
3. Phase I and II Environmental Assessments.
4. Ownership and encumbrance (O&E) reports for right-of-way by City.
5. Title searches.
6. Structural Analysis of existing structures.
7. Condition Assessment of existing structures or equipment.
8. Archeological investigations or reporting.
9. Evaluation of potential soil, groundwater, or surface water contamination.
10. Material Testing will be performed by the CMAR.
11. Programming.

**SECTION 5 FEE**

Total compensation for the Scope of Services described herein shall not exceed a value of $12,918,090 as detailed in the attachment. The detailed design phase of the project shall be billed on a lump sum basis. The construction phase of the project shall be billed on a time and materials basis. Allowances shall be billed on a time and materials basis.

**SECTION 6 SCHEDULE**

Engineer will observe the time limitations; however, should there be delays in receiving information or in obtaining data, subsequent authorization, approvals, and review comments from the City, the schedule will be updated and adjusted as mutually agreed upon by the Engineer and the City. Engineer shall not be responsible for delays that occur as the result of action or inaction of the City, CMAR, or other agencies. This detailed design phase is estimated to be eighteen (18) months in duration, with the East WWTF being fully designed prior to the

design completion of the West WWTF. The construction phase is estimated to be thirty six (36) months in duration. Note this schedule is dependent upon many outside factors including property acquisition, funding, and contractor schedule.

## ENGINEERING SERVICES – FEE SCHEDULE

See attached spreadsheet with summary by task.

Note the design portion of Project will be billed monthly as a percent complete of the lump sum amount. The construction portion of the project will be billed on an hourly (time and material) basis.

*City will reimburse Engineer for services that are considered out of scope or unexpected up to the City's Contingency amount. Upon the request for services from the City, Engineer will prepare and submit to the City a brief written scope and the anticipated fees. Engineer will not proceed with any additional services until the City and Engineer have mutually agreed to the additional scope and fees, and Engineer has received written approval from the City.

**City of Winter Springs, FL**
**Professional Engineering Services**
**East and West Wastewater Treatment Facilities**
**November 29, 2023**
**Overall Engineering Cost Summary**

| TASK | 100 | 200 | 300 | 400 | 500 | 600 | 700 | 800 | 900 | |
|---|---|---|---|---|---|---|---|---|---|---|
| PHASE | Project Management | Design Development | Permitting Assistance | CMAR Coordination | Project Funding Support | Public Involvement Assistance | Asset Management | ESDC | Contingency | TOTAL COST |
| **Design** | $ 464,614 | $ 6,277,918 | $ 171,758 | $ 450,525 | | | $ - | $ - | | **$ 7,364,815** |
| Funding, Public Involvement, Contingency | | | | | $ 105,862 | $ 636,467 | | | $ 405,357 | **$ 1,147,686** |
| **Construction Services** | $ 406,235 | $ - | $ 14,233 | $ - | | | | $ 3,415,121 | | **$ 3,835,589** |
| Funding, Public Involvement, Asset Management, Contingency | | | | | $ 121,000 | $ 157,000 | $ 82,000 | | $ 210,000 | **$ 570,000** |
| **Total** | $ 870,849 | $ 6,277,918 | $ 185,991 | $ 450,525 | $ 226,862 | $ 793,467 | $ 82,000 | $ 3,415,121 | $ 615,357 | **$ 12,918,090** |

Notes:
Detailed Design will be billed monthly as a Lump Sum
Construction Phase Services will be billed monthly as Hourly/Time and Materials

| | |
|---|---|
| **Base Design Fee** | $ 7,364,815 |
| **Construction Estimate** | $ 90,000,000 |
| **Design as % of Construction** | 8.2% |
| **ESDC as % of Construction** | 4.3% |

# CITY OF WINTER SPRINGS

**PROFESSIONAL ENGINEERING SERVICES FOR DETAILED DESIGN**
**EAST AND WEST WASTEWATER TREATMENT FACILITIES**
**November 29, 2023**

## Fee Proposal Breakdown

| Tasks | Task and Sub-Task Description | LUMP SUM LABOR PORTION - ENGINEERING TEAM | | | | | | | | | | | | Other Direct Costs (ODCs) | Kimley Horn | Wekiva* | ESA* | L&S* | Nadic* | TOTAL PROJECT COSTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Principal in Charge $ 291.00 | Project Manager $ 291.00 | Senior Professional $ 250.63 | Quality Manager $ 305.00 | Project Professional $ 228.05 | Professional $ 176.05 | Senior CAD Tech $ 166.67 | Assistant Technician $ 119.72 | CAD Technician $ 102.33 | Clerical / WP $ 86.63 | Total Labor Hours | Total Labor Cost | | | | | | | |
| **100** | **PROJECT MANAGEMENT** | **102** | **312** | **114** | **38** | **328** | **480** | **0** | **0** | **76** | **90** | **1,540** | **335,514.00** | **6,500.00** | **122,600.00** | **0.00** | **0.00** | **0.00** | **0.00** | **464,614.00** |
| 101 | Project Plan | 4 | 8 | 2 | 2 | 24 | | | | | 2 | **42** | **10,249.72** | | | | | | | **10,249.72** |
| 102 | Project Controls and Reporting | 18 | 40 | | | | 72 | | | | 18 | **148** | **31,112.94** | | | | | | | **31,112.94** |
| 103 | Project Schedule | 4 | 16 | | | 16 | 16 | | | | 32 | **84** | **15,057.76** | | | | | | | **15,057.76** |
| 104 | Project Meetings (monthly) | 36 | 144 | 72 | 36 | 288 | 288 | | | 72 | 36 | **972** | **208,272.60** | 5,000.00 | 122,600.00 | | | | | **335,872.60** |
| 105 | Project Coordination | 16 | 80 | 16 | | | 80 | | | | | **192** | **46,030.08** | | | | | | | **46,030.08** |
| 106 | Council Meetings / Presentations | 24 | 24 | 24 | | | 24 | | | 4 | 2 | **102** | **24,790.90** | 1,500.00 | | | | | | **26,290.90** |
| | | | | | | | | | | | | | | | | | | | | |
| **200** | **DESIGN DEVELOPMENT** | **266** | **1,200** | **2,728** | **2,304** | **4,000** | **4,122** | **3,010** | **3,532** | **3,574** | **978** | **25,714** | **4,825,902.04** | **11,500.00** | **953,400.00** | **446,985.00** | **248,138.00** | **140,184.00** | **98,793.68** | **6,277,917.72** |
| 201 | **Site Investigations** | 14 | 24 | 8 | 0 | 48 | 96 | 26 | 0 | 56 | 6 | **278** | **51,493.92** | 1,500.00 | **14,100.00** | **0.00** | **248,138.00** | **140,184.00** | **98,793.68** | **554,209.60** |
| | Geotechnical Investigation | 2 | 4 | 2 | | 16 | 16 | 2 | | 16 | 2 | **60** | **10,856.74** | 500.00 | | | | | 98,793.68 | **110,150.42** |
| | Topographic and Site Surveys | 4 | 4 | 2 | | 16 | 40 | 24 | | 40 | 2 | **132** | **21,786.60** | 500.00 | 14,100.00 | | | 140,184.00 | | **176,570.60** |
| | Environmental Investigations | 8 | 16 | 4 | | 16 | 40 | | | | 2 | **86** | **18,850.58** | 500.00 | | | 248,138.00 | | | **267,488.58** |
| | | | | | | | | | | | | | | | | | | | | |
| 202 | **30% Design Development** | 60 | 208 | 272 | 500 | 548 | 752 | 364 | 484 | 472 | 164 | **3,824** | **737,139.80** | 2,000.00 | **140,895.00** | **53,638.20** | **0.00** | **0.00** | **0.00** | **880,034.80** |
| | Preliminary Design Development (East & West Combined) | 40 | 160 | 240 | 500 | 500 | 600 | 320 | 320 | 400 | 80 | **3,160** | **630,013.40** | 2,000.00 | 140,895.00 | | | | | **772,908.40** |
| | Drawing Submittal | 8 | 16 | | | | 40 | 24 | 80 | 40 | 40 | **248** | **35,162.08** | | | | | | | **35,162.08** |
| | Engineering Report | 4 | 16 | 16 | | 16 | 80 | 16 | 80 | 24 | 40 | **292** | **45,728.32** | | | | | | | **45,728.32** |
| | Workshop / meeting | 8 | 16 | 16 | | 32 | 32 | 4 | 4 | 8 | 4 | **124** | **26,236.00** | | | | | | | **26,236.00** |
| | | | | | | | | | | | | | | | | | | | | **0.00** |
| 203 | **60% Design Development** | 68 | 392 | 1,182 | 792 | 1,432 | 1,472 | 1,228 | 1,444 | 1,258 | 164 | **9,432** | **1,777,862.76** | 3,000.00 | **375,720.00** | **169,854.30** | **0.00** | **0.00** | **0.00** | **2,156,582.76** |
| | 60% Design Development - East | 32 | 200 | 850 | 500 | 1,000 | 950 | 850 | 1,000 | 850 | 56 | **6,288** | **1,181,566.28** | 1,500.00 | 375,720.00 | | | | | **1,558,786.28** |
| | 60% Design Development - West | 20 | 160 | 300 | 250 | 400 | 450 | 350 | 400 | 360 | 24 | **2,714** | **519,401.92** | 1,500.00 | | | | | | **520,901.92** |
| | Deliverable Documents - Drawings/Specifications | 8 | 16 | 16 | 40 | | 40 | 24 | 40 | 40 | 80 | **304** | **50,048.56** | | | | | | | **50,048.56** |
| | Workshop / meeting | 8 | 16 | 16 | 2 | 32 | 32 | 4 | 4 | 8 | 4 | **126** | **26,846.00** | | | | | | | **26,846.00** |
| | | | | | | | | | | | | | | | | | | | | |
| 204 | **90% Design Development** | 68 | 392 | 1,066 | 792 | 1,432 | 1,222 | 1,048 | 1,244 | 1,248 | 404 | **8,916** | **1,670,600.48** | 3,000.00 | **328,755.00** | **169,854.30** | **0.00** | **0.00** | **0.00** | **2,002,355.48** |
| | 90% Design Development - East | 32 | 200 | 750 | 500 | 1,000 | 750 | 720 | 720 | 720 | 160 | **5,552** | **1,061,811.20** | 1,500.00 | 328,755.00 | | | | | **1,392,066.20** |
| | 90% Design Development - West | 20 | 160 | 300 | 250 | 400 | 400 | 300 | 480 | 480 | 160 | **2,950** | **535,904.80** | 1,500.00 | | | | | | **537,404.80** |
| | Deliverable Documents - Drawings/Specifications | 8 | 16 | | 40 | | 40 | 24 | 40 | 40 | 80 | **288** | **46,038.48** | | | | | | | **46,038.48** |
| | Workshop / meeting | 8 | 16 | 16 | 2 | 32 | 32 | 4 | 4 | 8 | 4 | **126** | **26,846.00** | | | | | | | **26,846.00** |
| | | | | | | | | | | | | | | | | | | | | |
| 205 | **Final (100%) Design Development** | 56 | 184 | 200 | 220 | 540 | 580 | 344 | 360 | 540 | 240 | **3,264** | **588,805.08** | 2,000.00 | **93,930.00** | **53,638.20** | **0.00** | **0.00** | **0.00** | **684,735.08** |
| | 100% Design Development - East | 24 | 80 | 100 | 100 | 270 | 270 | 160 | 160 | 250 | 80 | **1,494** | **273,269.30** | 1,000.00 | 93,930.00 | | | | | **368,199.30** |
| | 100% Design Development - West | 24 | 80 | 100 | 100 | 270 | 270 | 160 | 160 | 250 | 80 | **1,494** | **273,269.30** | 1,000.00 | | | | | | **274,269.30** |
| | Deliverable Documents - Drawings/Specifications | 8 | 24 | | 20 | | 40 | 24 | 40 | 40 | 80 | **276** | **42,266.48** | | | | | | | **42,266.48** |
| | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| **300** | **PERMITTING ASSISTANCE** | **26** | **52** | **0** | **0** | **40** | **120** | **0** | **24** | **0** | **42** | **304** | **59,457.74** | **2,000.00** | **110,300.00** | **0.00** | **0.00** | **0.00** | **0.00** | **171,757.74** |
| 301 | FDEP Permit | 14 | 40 | | | 20 | 60 | | 12 | | 22 | **168** | **34,180.50** | 2,000.00 | | | | | | **36,180.50** |
| 302 | Site Permitting | 12 | 12 | | | 20 | 60 | | 12 | | 20 | **136** | **25,277.24** | | 110,300.00 | | | | | **135,577.24** |
| | | | | | | | | | | | | | | | | | | | | |
| **400** | **CMAR COORDINATION** | **168** | **294** | **394** | **44** | **320** | **636** | **0** | **0** | **0** | **56** | **1,912** | **436,405.30** | **9,500.00** | **0.00** | **4,620.00** | **0.00** | **0.00** | **0.00** | **450,525.30** |
| 401 | Procurement Planning | 24 | 24 | 18 | 2 | | 24 | | | | 8 | **100** | **24,007.58** | 1,500.00 | | | | | | **25,507.58** |
| 402 | Procurement Document Development | 24 | 24 | 80 | 2 | | 160 | | | | 40 | **330** | **66,261.60** | 1,500.00 | | | | | | **67,761.60** |
| 403 | Procurement Process Support | 16 | 14 | 32 | | | 72 | | | | | **134** | **29,425.76** | 1,500.00 | | 4,620.00 | | | | **35,545.76** |
| 404 | GMP Proposal Review and Amendment Support | 16 | 8 | 32 | | | 60 | | | | | **116** | **25,567.16** | 1,500.00 | | | | | | **27,067.16** |
| 405 | Cost Model and GMP Reviews | 16 | 80 | 160 | 40 | 320 | 240 | | | | 8 | **864** | **196,157.84** | 1,500.00 | | | | | | **197,657.84** |
| 406 | CMAR Coordination | 72 | 144 | 72 | | | 80 | | | | | **368** | **94,985.36** | 2,000.00 | | | | | | **96,985.36** |
| | | | | | | | | | | | | | | | | | | | | |
| **500** | **PROJECT FUNDING SUPPORT** | **4** | **48** | **64** | **0** | **112** | **256** | **0** | **0** | **0** | **24** | **508** | **103,861.84** | **2,000.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **105,861.84** |
| 501 | Funding Opportunities Support | 2 | 16 | | | 32 | 40 | | | | | **90** | **19,577.60** | 2,000.00 | | | | | | **21,577.60** |

| Tasks | Task and Sub-Task Description | LUMP SUM LABOR PORTION - ENGINEERING TEAM | | | | | | | | | | | | Other Direct Costs (ODCs) | Kimley Horn | Wekiva* | ESA* | L&S* | Nadic* | TOTAL PROJECT COSTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Principal in Charge $ 291.00 | Project Manager $ 291.00 | Senior Professional $ 250.63 | Quality Manager $ 305.00 | Project Professional $ 228.05 | Professional $ 176.05 | Senior CAD Tech $ 166.67 | Assistant Technician $ 119.72 | CAD Technician $ 102.33 | Clerical / WP $ 86.63 | Total Labor Hours | Total Labor Cost | | | | | | | |
| 502 | Bidding / Procurement Documentation Preparation | | 8 | 24 | | 32 | 40 | | | | 16 | **120** | **24,068.80** | | | | | | | **24,068.80** |
| 503 | Design Loan Disbursement Requests | | 4 | 8 | | 16 | 80 | | | | | **108** | **20,901.84** | | | | | | | **20,901.84** |
| 504 | Construction Loan Request for Inclusion (RFI) | | 4 | 16 | | 8 | 24 | | | | | **52** | **11,223.68** | | | | | | | **11,223.68** |
| 505 | Construction Loan Application | 2 | 8 | 16 | | 16 | 40 | | | | 8 | **90** | **18,303.92** | | | | | | | **18,303.92** |
| 506 | Pre-bid / Procurement Services | | 8 | | | 8 | 32 | | | | | **48** | **9,786.00** | | | | | | | **9,786.00** |
| 507 | *Not Included in Design Phase Fee* | | | | | | | | | | | **0** | **0.00** | | | | | | | **0.00** |
| **600** | **PUBLIC INVOLVEMENT ASSISTANCE** | **564** | **16** | **176** | **2** | **858** | **1,000** | **80** | **80** | **160** | **40** | **2,976** | **627,966.98** | **8,500.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **636,466.98** |
| 601 | Project Media Updates Support to City | 160 | | | | 320 | | | | | | **480** | **119,536.00** | 1,000.00 | | | | | | **120,536.00** |
| 602 | Preparation and Attendance for Stakeholder Meetings | | | 160 | | 240 | | | | | | **400** | **94,832.80** | 1,500.00 | | | | | | **96,332.80** |
| 603 | Facility Renderings | 4 | 16 | 16 | 2 | 48 | | 80 | 80 | 160 | 40 | **446** | **64,135.68** | 1,000.00 | | | | | | **65,135.68** |
| 604 | General Facility Support | 400 | | | | 250 | 1,000 | | | | | **1,650** | **349,462.50** | 5,000.00 | | | | | | **354,462.50** |
| **700** | **ASSET MANAGEMENT COORDINATION** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |
| | *Not Included in Design Phase Fee* | | | | | | | | | | | | | | | | | | | |
| **800** | **ENGINEERING SERVICES DURING CONSTRUCTION** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |
| | *Not Included in Desing Phase Fee* | | | | | | | | | | | | | | | | | | | |
| | **TOTAL PROJECT COSTS** | **1,130** | **1,922** | **3,476** | **2,388** | **5,658** | **6,614** | **3,090** | **3,636** | **3,810** | **1,230** | **32,954** | **6,389,107.90** | **40,000.00** | **1,186,300.00** | **451,605.00** | **248,138.00** | **140,184.00** | **98,793.68** | **8,107,143.58** |
| **900** | **ALLOWANCES** | | | | | | | | | | | | | | | | | | | |
| | General Contingency (5%) | | | | | | | | | | | **0** | **0.00** | | | | | | | **405,357.18** |
| | **TOTAL ALLOWANCE COSTS** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **405,357.18** |
| | **TOTAL COST WITH ALLOWANCES** | **1,130** | **1,922** | **3,476** | **2,388** | **5,658** | **6,614** | **3,090** | **3,636** | **3,810** | **1,230** | **32,954** | **6,389,107.90** | **40,000.00** | **1,186,300.00** | **451,605.00** | **248,138.00** | **140,184.00** | **98,793.68** | **8,512,500.76** |

Notes:
1. Subconsultants marked-up 10%

| 0.75 | 0.14 | 0.05 | 0.03 | 0.02 | 0.01 |
|---|---|---|---|---|---|

# CITY OF WINTER SPRINGS

**PROFESSIONAL ENGINEERING SERVICES FOR CONSTRUCTION PHASE**
**EAST AND WEST WATER RECLAMATION FACILITIES**
**November 29, 2023**

## Fee Proposal Breakdown

| Tasks | Task and Sub-Task Description | RESIDENT INSPECTION | | | | ENGINEERING TEAM | | | | | | | | | | | | Other Direct Costs (ODCs) | Kimley Horn | Wekiva* | TOTAL PROJECT COSTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Sr. Construction Manger $ 250.63 | Resident Engineer $ 228.05 | Inspector $ 133.89 | Speciality Inspectors $ 176.05 | Principal in Charge $ 291.00 | Project Manager $ 291.00 | Senior Professional $ 250.63 | Quality Manager $ 305.00 | Project Professional $ 228.05 | Professional $ 176.05 | Senior CAD Tech $ 166.67 | Assistant Professional $ 119.72 | CAD Technician $ 102.33 | Clerical / WP $ 86.63 | Total Labor Hours | Total Labor Cost | | | | |
| **100** | **PROJECT MANAGEMENT AND MEETINGS** | **40** | **80** | **120** | **0** | **126** | **440** | **178** | **2** | **0** | **444** | **0** | **0** | **8** | **162** | **1,600** | **302,947.04** | **11,500.00** | **85,800.00** | **5,987.52** | **406,234.56** |
| 101 | Project Plan - Update for CM phase | | | | | 4 | 8 | 2 | 2 | | 12 | | | | 2 | **30** | **6,889.12** | | | | **6,889.12** |
| 102 | Project Controls and Reporting | | 40 | | | 40 | 80 | | | | 160 | | | | 40 | **360** | **66,553.20** | | | | **66,553.20** |
| 103 | *Included in Design Phase Fee* | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| 104 | Project Meetings (monthly) | 40 | 40 | 120 | | 40 | 240 | 160 | | | 160 | | | | 80 | **880** | **156,679.20** | 10,000.00 | 85,800.00 | 5,987.52 | **258,466.72** |
| 106 | Subconsultant Management | | | | | 18 | 72 | | | | 72 | | | | 36 | **198** | **41,984.28** | | | | **41,984.28** |
| 107 | Council Meetings / Presentations | | | | | 24 | 40 | 16 | | | 40 | | | 8 | 4 | **132** | **30,841.24** | 1,500.00 | | | **32,341.24** |
| | | | | | | | | | | | | | | | | | | | | | |
| **200** | **DESIGN DEVELOPMENT** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |
| | *Included in Design Phase Fee* | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| | | | | | | | | | | | | | | | | | | | | | |
| **300** | **PERMITTING ASSISTANCE** | **0** | **0** | **0** | **0** | **8** | **16** | **4** | **0** | **12** | **16** | **0** | **0** | **0** | **8** | **64** | **14,232.96** | **0.00** | **0.00** | **0.00** | **14,232.96** |
| | | | | | | | | | | | | | | | | | | | | | |
| **400** | **CMAR COORDINATION** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |
| 401 | *Included in Design Phase Fee* | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| 402 | *Included in Design Phase Fee* | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| 403 | *Included in Design Phase Fee* | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| 404 | *Included in Design Phase Fee* | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| 405 | CMAR Coordination | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| | | | | | | | | | | | | | | | | | | | | | |
| **500** | **PROJECT FUNDING SUPPORT** | **0** | **0** | **0** | **0** | **16** | **48** | **48** | **0** | **96** | **192** | **0** | **256** | **0** | **8** | **664** | **117,690.00** | **3,000.00** | **0.00** | **0.00** | **120,690.00** |
| 501 | *Included in Design Phase Fee* | | | | | | | | | | | | | | | **0** | | | | | **0.00** |
| 502 | *Included in Design Phase Fee* | | | | | | | | | | | | | | | **0** | | | | | **0.00** |
| 503 | *Included in Design Phase Fee* | | | | | | | | | | | | | | | **0** | | | | | **0.00** |
| 504 | *Included in Design Phase Fee* | | | | | | | | | | | | | | | **0** | | | | | **0.00** |
| 505 | *Included in Design Phase Fee* | | | | | | | | | | | | | | | **0** | | | | | **0.00** |
| 506 | *Included in Design Phase Fee* | | | | | | | | | | | | | | | **0** | | | | | **0.00** |
| 507 | Construction Phase Support | | | | | 16 | 48 | 48 | | 96 | 192 | | 256 | | 8 | **664** | **117,690.00** | 3,000.00 | | | **120,690.00** |
| | | | | | | | | | | | | | | | | | | | | | |
| **600** | **PUBLIC INVOLVEMENT ASSISTANCE** | **0** | **24** | **0** | **0** | **72** | **192** | **120** | **0** | **0** | **224** | **0** | **0** | **0** | **72** | **704** | **152,572.16** | **3,500.00** | **0.00** | **0.00** | **156,072.16** |
| 601 | Project Updates | | 24 | | | | 16 | 16 | | | 16 | | | | | **72** | **11,482.88** | | | | **11,482.88** |
| 602 | Preparation and Attendance for Stakeholder Meetings | | | | | | 32 | 32 | | | 64 | | | | | **128** | **28,599.36** | 1,000.00 | | | **29,599.36** |
| 603 | *Included in Design Phase Fee* | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| 604 | General Coordination with City | | | | | 72 | 144 | 72 | | | 144 | | | | 72 | **504** | **112,489.92** | 2,500.00 | | | **114,989.92** |
| | | | | | | | | | | | | | | | | | | | | | |
| **700** | **ASSET MANAGEMENT COORDINATION** | **0** | **0** | **0** | **0** | **4** | **18** | **4** | **0** | **84** | **278** | **0** | **0** | **0** | **22** | **410** | **77,408.48** | **4,500.00** | **0.00** | **0.00** | **81,908.48** |
| 701 | Update City Asset Registry | | | | | 2 | 4 | | | 32 | 120 | | | | 12 | **170** | **31,209.16** | | | | **31,209.16** |
| 702 | Preventive Maintenance Schedules | | | | | | 2 | | | 4 | 4 | | | | | **10** | **2,198.40** | 1,000.00 | | | **3,198.40** |
| 703 | Preventive Maintenance Templates | | | | | | 4 | | | 32 | 90 | | | | 8 | **134** | **24,999.14** | 1,000.00 | | | **25,999.14** |
| 704 | Asset Management Business Processes | | | | | 2 | 8 | 4 | | 16 | 64 | | | | 2 | **96** | **19,001.78** | 2,500.00 | | | **21,501.78** |
| | | | | | | | | | | | | | | | | | | | | | **0.00** |
| **800** | **ENGINEERING SERVICES DURING CONSTRUCTION** | **580** | **928** | **2,020** | **1,672** | **34** | **404** | **968** | **60** | **2,210** | **3,070** | **660** | **2,920** | **1,180** | **392** | **17,098** | **2,968,934.00** | **38,750.00** | **325,500.00** | **81,937.24** | **3,415,121.24** |
| **810** | **Project Administration Services During Construction** | **416** | **0** | **0** | **0** | **4** | **88** | **82** | **4** | **44** | **0** | **0** | **0** | **0** | **40** | **678** | **166,305.14** | **10,000.00** | **56,200.00** | **0.00** | **232,505.14** |
| 811 | Rep on Behalf of the City | | | | | | | | | | | | | | | **0** | **0.00** | 10,000.00 | 56,200.00 | | **66,200.00** |
| | Preconstruction Conference | 8 | | | | 4 | 8 | 4 | 4 | 4 | | | | | | **32** | **8,631.76** | | | | **8,631.76** |
| 812 | Administer the Construction Schedule | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| | Baseline Schedule Review | 8 | | | | | 2 | 2 | | | | | | | | **12** | **3,088.30** | | | | **3,088.30** |
| | Progress Schedule Updates Review | 36 | | | | | | 36 | | | | | | | | **72** | **18,045.36** | | | | **18,045.36** |
| 813 | Contractor Progress Payments | | | | | | 54 | | | | | | | | | **54** | **15,714.00** | | | | **15,714.00** |
| 814 | Substantial and Final Comp Inspection | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |

| Tasks | Task and Sub-Task Description | RESIDENT INSPECTION | | | | ENGINEERING TEAM | | | | | | | | | | | | Other Direct Costs (ODCs) | Kimley Horn | Wekiva* | TOTAL PROJECT COSTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Sr. Construction Manger $ 250.63 | Resident Engineer $ 228.05 | Inspector $ 133.89 | Specialty Inspectors $ 176.05 | Principal in Charge $ 291.00 | Project Manager $ 291.00 | Senior Professional $ 250.63 | Quality Manager $ 305.00 | Project Professional $ 228.05 | Professional $ 176.05 | Senior CAD Tech $ 166.67 | Assistant Professional $ 119.72 | CAD Technician $ 102.33 | Clerical / WP $ 86.63 | Total Labor Hours | Total Labor Cost | | | | |
| | Substantial Comp Insp | 124 | | | | | 16 | 20 | | 20 | | | | | | **180** | **45,307.72** | | | | **45,307.72** |
| | Substantial Comp Documentation | 80 | | | | | | | | | | | | | 20 | **100** | **21,783.00** | | | | **21,783.00** |
| | Final Comp Insp | 100 | | | | | 8 | 20 | | 20 | | | | | | **148** | **36,964.60** | | | | **36,964.60** |
| | Final Comp Documentation | 60 | | | | | | | | | | | | | 20 | **80** | **16,770.40** | | | | **16,770.40** |
| | | | | | | | | | | | | | | | | | | | | | |
| **820** | **Engineering Services During Construction** | **120** | **112** | **0** | **0** | **28** | **296** | **854** | **56** | **2,114** | **3,050** | **660** | **2,900** | **1,180** | **352** | **11,722** | **2,008,502.78** | **8,000.00** | **245,700.00** | **60,408.04** | **2,322,610.82** |
| 821 | Review Submittals, SD, Tests | 40 | | | | | | | | | | | | | | **40** | **10,025.20** | 1,000.00 | | | **11,025.20** |
| | Civil/Site | | | | | | | 40 | | | 24 | | 24 | | | **88** | **17,123.68** | | 57,200.00 | | **74,323.68** |
| | Landscape | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| | Structural & Architectural | | | | | | | 24 | | | 24 | | 24 | | | **72** | **13,113.60** | | | 34,268.08 | **47,381.68** |
| | Mechanical/Process | | | | | | | 150 | | 400 | 600 | | 600 | | | **1,750** | **306,276.50** | | | | **306,276.50** |
| | HVAC/Plumbing | | | | | | | | | 200 | 400 | | | | | **600** | **116,030.00** | | | | **116,030.00** |
| | Electrical | | | | | | | 150 | | 350 | 500 | | 600 | | | **1,600** | **277,269.00** | | 122,900.00 | | **400,169.00** |
| | Instrumentation & Control | | | | | | | 150 | | 400 | 600 | | 600 | | | **1,750** | **306,276.50** | | | | **306,276.50** |
| | Submittal Log Updates | | | | | | | | | | 36 | | 36 | | 36 | **108** | **13,766.40** | | | | **13,766.40** |
| 822 | Requests for Information | 40 | | | | | | | | | | | | | | **40** | **10,025.20** | | | | **10,025.20** |
| | Civil/Site | | | | | | 10 | | | | 20 | | | | | **30** | **6,431.00** | 1,000.00 | 65,600.00 | | **73,031.00** |
| | Demolition | | | | | | 20 | | | | 20 | | | 20 | | **60** | **11,387.60** | | | | **11,387.60** |
| | Landscape | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| | Structural & Architectural | | | | | | 10 | | | | 20 | | 20 | | | **50** | **8,825.40** | | | 15,923.60 | **24,749.00** |
| | Mechanical/Process | | | | | | 40 | 80 | | 80 | 80 | 40 | 160 | 80 | | **560** | **98,026.80** | | | | **98,026.80** |
| | HVAC/Plumbing | | | | | | 20 | | | 40 | 40 | 40 | | | | **140** | **28,650.80** | | | | **28,650.80** |
| | Electrical | | | | | | 40 | 40 | | 80 | 100 | 40 | 160 | 80 | | **540** | **91,522.60** | | | | **91,522.60** |
| | Instrumentation & Control | | | | | | 40 | 40 | | 80 | 100 | 40 | 160 | 80 | | **540** | **91,522.60** | | | | **91,522.60** |
| | RFI Log Updates | | | | | | | | | | 36 | | 36 | | 36 | **108** | **13,766.40** | | | | **13,766.40** |
| 823 | Design Clarifications and Interpretation | 40 | 40 | | | 8 | 24 | 24 | 16 | 240 | 160 | 100 | 80 | 320 | 80 | **1,132** | **188,174.92** | | | | **188,174.92** |
| 824 | Changes and Change Orders | | | | | | | | | | | | | | | **0** | **0.00** | 1,000.00 | | | **1,000.00** |
| | Minor Changes (Field Orders) | | 16 | | | | 20 | 24 | | 40 | 40 | | 60 | | 80 | **280** | **45,761.52** | | | | **45,761.52** |
| | Change Orders | | 40 | | | 12 | 20 | 24 | | 40 | 40 | | 60 | | 80 | **316** | **54,726.72** | | | | **54,726.72** |
| | Final Comp Documentation | | | | | | 8 | 8 | | 20 | 20 | | 40 | | 40 | **136** | **20,669.04** | | | | **20,669.04** |
| 825 | Material Test Lab Services (provided by CMAR) | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| 826 | Record Drawings | | 16 | | | 8 | 40 | 80 | 40 | 120 | 120 | 400 | 240 | 600 | | **1,664** | **255,158.00** | 2,500.00 | | 4,644.64 | **262,302.64** |
| 827 | Site Visits and Factory Tours | | | | | | | 16 | | 24 | 40 | | | | | **80** | **16,525.28** | 2,500.00 | | 5,571.72 | **24,597.00** |
| 828 | Construction Close-out Permitting | | | | | | 4 | 4 | | | 30 | | | | | **38** | **7,448.02** | | | | **7,448.02** |
| | | | | | | | | | | | | | | | | | | | | | |
| **830** | **Resident Services During Construction** | **44** | **704** | **2,020** | **1,672** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **4,440** | **736,388.32** | **18,000.00** | **0.00** | **21,529.20** | **775,917.52** |
| 831 | Field Administration | | | | | | | | | | | | | | | **0** | **0.00** | 15,000.00 | | 21,529.20 | **36,529.20** |
| | Review Schedule Updates | 36 | 72 | | | | | | | | | | | | | **108** | **25,442.28** | | | | **25,442.28** |
| | Preconstruction Conference | 8 | 8 | 8 | | | | | | | | | | | | **24** | **4,900.56** | | | | **4,900.56** |
| | Contract Administration | | 624 | 1,248 | | | | | | | | | | | | **1,872** | **309,397.92** | | | | **309,397.92** |
| 832 | On-Site Inspection and Review of Work | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| | Inspector - General Civil & Structural | | | 624 | 624 | | | | | | | | | | | **1,248** | **193,402.56** | | | | **193,402.56** |
| | Mechanical Inspection | | | | 312 | | | | | | | | | | | **312** | **54,927.60** | | | | **54,927.60** |
| | Elec./ I&C Inspection | | | | 624 | | | | | | | | | | | **624** | **109,855.20** | | | | **109,855.20** |
| 833 | Completion | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| | Substantial Comp Inspection | | | 40 | 40 | | | | | | | | | | | **80** | **12,397.60** | 1,500.00 | | | **13,897.60** |
| | Substantial Comp Documentation | | | 20 | 20 | | | | | | | | | | | **40** | **6,198.80** | | | | **6,198.80** |
| | Final Comp Inspection | | | 40 | 32 | | | | | | | | | | | **72** | **10,989.20** | 1,500.00 | | | **12,489.20** |
| | Final Comp Documentation | | | 40 | 20 | | | | | | | | | | | **60** | **8,876.60** | | | | **8,876.60** |
| | | | | | | | | | | | | | | | | | | | | | |
| **840** | **Start Up & Commissioning Services During Construction** | **0** | **112** | **0** | **0** | **2** | **20** | **32** | **0** | **52** | **20** | **0** | **20** | **0** | **0** | **258** | **57,737.76** | **2,750.00** | **23,600.00** | **0.00** | **84,087.76** |
| 841 | Start Up, Testing, and Ops Assist | | 8 | | | 2 | 4 | 16 | | | 8 | | 8 | | | **46** | **9,946.64** | 500.00 | 23,600.00 | | **34,046.64** |
| 842 | Training Services | | | | | | | | | | | | | | | **0** | **0.00** | | | | **0.00** |
| 843 | Warranties | | 24 | | | | 8 | | | 12 | 12 | | 12 | | | **68** | **14,087.04** | 750.00 | | | **14,837.04** |
| 844 | MOPO Coordination | | 80 | | | | 8 | 16 | | 40 | | | | | | **144** | **33,704.08** | 1,500.00 | | | **35,204.08** |
| 845 | Electronic O&M Manual Development (not included) | | | | | | | | | | | | | | | | | | | | |

| Tasks | Task and Sub-Task Description | RESIDENT INSPECTION | | | | ENGINEERING TEAM | | | | | | | | | | | | Other Direct Costs (ODCs) | Kimley Horn | Wekiva* | TOTAL PROJECT COSTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Sr. Construction Manger $ 250.63 | Resident Engineer $ 228.05 | Inspector $ 133.89 | Speciality Inspectors $ 176.05 | Principal in Charge $ 291.00 | Project Manager $ 291.00 | Senior Professional $ 250.63 | Quality Manager $ 305.00 | Project Professional $ 228.05 | Professional $ 176.05 | Senior CAD Tech $ 166.67 | Assistant Professional $ 119.72 | CAD Technician $ 102.33 | Clerical / WP $ 86.63 | Total Labor Hours | Total Labor Cost | | | | |
| | **TOTAL PROJECT COSTS** | **620** | **1,032** | **2,140** | **1,672** | **260** | **1,118** | **1,322** | **62** | **2,402** | **4,224** | **660** | **3,176** | **1,188** | **664** | **20,540** | **3,633,784.64** | **61,250.00** | **411,300.00** | **87,924.76** | **4,194,259.40** |
| **900** | **ALLOWANCES** | | | | | | | | | | | | | | | | | | | | |
| | General Contingency (5%) | | | | | | | | | | | | | | | **0** | **0.00** | | | | **209,712.97** |
| | **TOTAL ALLOWANCE COSTS** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0.00** | **0.00** | **0.00** | **0.00** | **209,712.97** |
| | **TOTAL COST WITH ALLOWANCES** | **620** | **1,032** | **2,140** | **1,672** | **260** | **1,118** | **1,322** | **62** | **2,402** | **4,224** | **660** | **3,176** | **1,188** | **664** | **20,540** | **3,633,784.64** | **61,250.00** | **411,300.00** | **87,924.76** | **4,403,972.37** |

Notes:
1. Subconsultants marked-up 10%
2. Fee estimate at current rates and current available staff

November 20, 2023

Scott Richards, P.E.
Project Manager
Carollo Engineers
200 E. Robinson Street, Suite 1400
Orlando, FL 32801

Re: Wastewater Treatment Facility (RFQ 01-23-SB)

Kimley-Horn and Associates, Inc. ("Consultant" or "Kimley-Horn") is pleased to submit this letter scope (the "Scope") to Carollo Engineers ("Prime") for the design phase services of the Winter Springs' ("City") Wastewater Treatment Facility Replacements. Kimley-Horn will be responsible for the design of the influent pump stations, effluent transfer pump stations, high service pump stations, the site civil and stormwater management, and assess any off-site force main or lift station improvements that directly impact the operations for the East and West Wastewater Treatment Facilities ("East WWTF" and "West WWTF"). Engineering construction services have been included in this scope and will be invoiced on a Time and Materials basis.

## Specific Scope of Services:

Task 100 –Project Meetings

Kimley-Horn will attend the following project meetings for the design of each facility.

A. *Design Kickoff Meeting*. Kimley- Horn will attend a Design Kickoff Meeting approximately two weeks following receipt of written NTP from the City and executed agreement with the Prime.

B. *Bi-Monthly Project Meetings*. Kimley-Horn's Project Manager (PM) will attend Bi-monthly project meetings with Prime and City representatives throughout the Detailed Design Phase, for the design of the East WWTF, to keep the City informed of the project progress and obtain input and direction. Expected design schedule is 12 months. Therefore, twenty-five (25) meetings have been included within this scope of services.

C. *Monthly Project Meetings*. Kimley-Horn's PM will attend monthly project meetings with Prime and City representatives throughout the Detailed Design Phase, for the design of the West WWTF, to keep the City informed of the project progress and obtain input and direction. Expected design schedule is 12 months. Therefore, thirteen (13) meetings have been included within this scope of services.

D. *Monthly Project Meetings*. Kimley-Horn's lead Site Civil engineer will attend monthly project meetings with Prime and City representatives throughout the Detailed Design Phase, for the design of the East and West WWTF, to keep the City informed of the project progress and obtain input and direction. Expected design schedule is 12 months. Therefore, thirteen (13) meetings have been included within this scope of

services.

E. *Supplemental Project Meetings*. Kimley-Horn will attend additional design workshops, design reviews, and coordination meetings with the Prime, City and/or other project stakeholders to obtain timely input and feedback on the progression of the Project. These meetings may include key interaction with City operations and maintenance (O&M) staff (including their contract operators) regarding equipment details, process layouts, and other pertinent technical items. Attendance at meetings will be coordinated with Prime. Eight supplemental meetings over the (12) months of design with various staff and stakeholders are included within this scope of services.

*F. Design Deliverable Submittal Review Meetings.* Kimley-Horn will attend the following review meetings following the various interim milestone review submittals. Prime, City, and CMAR shall participate in the meetings and provide review comments at that time. Consultant will attend each submittal review meeting (30%, 60%, 90%, 100%) and a final design review meeting. Five (5) submittal review meetings are included within this scope of service.

- 30 Percent Design Submittal Review Meeting – Consultant will attend and participate in the submittal review meeting following the 30-percent design submittal to City and CMAR.
- 60 Percent Design Submittal Review Meeting –Consultant will attend and participate in the submittal review meeting following the 60-percent design submittal to City and CMAR.
- 90 Percent Design Submittal Review Meeting – Consultant will attend and participate in the submittal review meeting following the 90-percent design submittal to City and CMAR.
- 100 Percent Design Submittal Review Meeting – Consultant will attend and participate in the submittal review meeting following the 100-percent design submittal to City and CMAR.
- Final Design Review Meeting – Consultant will attend and participate in the submittal review meeting following the final design submittal to City and CMAR.

Task 200 –Detailed Design Development

Kimley-Horn will lead the design of the following items including coordination and integration into the overall design documents provided by the Prime. Additional scope details can be found in Task 207.1, 207.2, 208.1, 208.2.

- Influent Pump Station – East and West WWTFs
- High Service Pump Station – East and West WWTFs
- Site Civil and Stormwater Management – East and West WWTFs

Kimley-Horn will provide the following site design services for plan development and permit application review submittals based upon the site layout provided by the Prime. Kimley-Horn will prepare plans and details for each task using Civil 3D Auto CADD 2022. The Prime will be using Revit 200 BIM LOD 200 Software which will require the Prime to export the Revit Model into a CADD .dwg file for the site design services.

Kimley»Horn

Task 201- Site Investigation

Kimley-Horn will coordinate with the Prime for the needed information to complete each design task. Kimley-Horn will review and integrate the following information provided by the Prime into the site/civil plan sheets. Kimley-Horn will coordinate with the Prime if there is missing or conflicting data.

The documentation and services required for the site investigation includes:

- Geotechnical investigation provided by the Prime
- Topographical and facility site survey provided by the Prime
- Environmental investigation provided by the Prime including the environmental engineering services, evaluation, and reports.
- Any additional information needed to complete the site/civil design and/or stormwater design will be coordinated by the Prime with the other contracted subconsultants.
- Researching As-Built drawings and implementing the drawings into the base design files.

Task 202 –Site Civil and Stormwater Management Design

Kimley-Horn will lead the design for the site civil and stormwater management work for the East Wastewater Treatment Facility and West Wastewater Treatment Facility including:

- Site plans
- Paving, grading and drainage plans
- Site permitting, additional details can be found in Task 300
- Stormwater management design plans
- Stormwater permitting, additional details can be found in Task 300

Task 202.1 –Civil Site and Stormwater Management Construction Plans for the East WWTF

The East Wastewater Treatment Facility has developed about ten (10) acres of a thirty-eight (38) acre parcel that is owned by the City. The City has dedicated a portion of this parcel to be a park, currently the Sam Smith Park. Kimley-Horn will coordinate with the Prime to design a new wastewater treatment facility with minimal impact to the existing facility, stormwater ponds, and the site's cut and fill soil balances. This task includes two (2) minor revisions to the base design. Minor revisions beyond this amount will be considered out of scope and will be billed at the current hourly rate.

Kimley-Horn will provide the following site civil and stormwater management design drawings for 30%, 60%, 90%, 100% and final design deliverable submittal packages.

A. *Site Plan*: Kimley-Horn shall prepare a Site Plan, as indicated above, with associated infrastructure. The Site Plan shall include the following: site geometry, process structures, administration building, building setbacks; roadway and parking including handicap spaces (if applicable); landscape island locations; boundary identification; loading areas; pedestrian walks; pavement marking including stop bars, directional arrows, parking striping, and construction details.

B. *Paving, Grading and Drainage Plans:* Kimley-Horn shall prepare design plans for the site paving, grading and drainage systems. The design plans shall include pipe

materials and sizing; grate and invert elevations; surface parking including pavement structural section; subgrade treatment; curbs; horizontal control; sidewalks; driveway connections; spot elevations and elevation contours; demolition; interfacing from paved surfaces to buildings; construction details and specifications and includes erosion and sedimentation control measures.

C. *Stormwater Pollution Prevention Plan (SWPPP) and Erosion Control Notes:* To support the stormwater management design documents, Kimley-Horn shall prepare plans in accordance with FDEP and EPA requirements, notes and details for erosion control throughout and around the construction limits of the project. The task includes the development of the SWPPP sheet(s) as needed to support both the permitting and construction documents.

D. *Stormwater Design:* Kimley-Horn will prepare a detailed stormwater pond design utilizing the City of Winter Springs' and St. Johns River Water Management District (SJRWMD) criteria for the Wastewater Treatment Facility. The stormwater design will include a detailed pre-development and post-development drainage basin analysis for the project limits in order to identify the pre-development discharge rates that will need to be maintained or reduced in the post-development condition. The stormwater design will be consistent with the City of Winter Springs and SJRWMD requirements for water quality and attenuation. A detailed drainage report will be prepared to summarize the stormwater design and be included with the City of Winter Springs and SJRWMD permit submittals.

E. *Demolition, Grading and Drainage Plans:* Kimley-Horn shall prepare design plans for site grading and drainage systems following the demolition of the existing WWTF. The design plans shall include pipe materials and sizing; grate and invert elevations; subgrade treatment; spot elevations and elevation contours; and interfacing with paved surfaces.

F. *Record Drawings: Kimley-Horn shall prepare record drawings based on the data provided by the Prime and their subcontractors.*

Task 202.2 –Civil Site and Stormwater Management Construction Plans for the West WWTF

The West Wastewater Treatment Facility has developed about eight (8) acres of a nineteen (19) acre parcel that is owned by the City. They City is intending to utilize an additional ten (10) acres to construct the new West WWTF. Kimley-Horn will coordinate with the Prime to design a new wastewater treatment facility with minimal impact to the existing facility, stormwater ponds, and the site's cut and fill soil balances. This task includes two (2) minor revisions to the base design. Minor revisions beyond this amount will be considered out of scope and will be billed at the current hourly rate.

Kimley-Horn will provide the following site, civil and stormwater management design drawings for 30%, 60%, 90%, 100% and final design deliverable submittal packages.

A. *Site Plan*: Kimley-Horn shall prepare a Site Plan, as indicated above, with associated infrastructure. The Site Plan shall include the following: site geometry, process structures, building setbacks; roadway and parking including handicap spaces (if

applicable); landscape island locations; boundary identification; loading areas; pedestrian walks; pavement marking including stop bars, directional arrows, parking striping, and construction details.

B. *Paving, Grading and Drainage Plan:* Kimley-Horn shall prepare design plans for the site paving, grading and drainage systems. The design plans shall include pipe materials and sizing; grate and invert elevations; surface parking including pavement structural section; subgrade treatment; curbs; horizontal control; sidewalks; driveway connections; spot elevations and elevation contours; demolition; interfacing from paved surfaces to buildings; construction details and specifications and includes erosion and sedimentation control measures.

C. *Stormwater Pollution Prevention Plan (SWPPP) and Erosion Control Notes:* To support the stormwater management design documents, Kimley-Horn shall prepare plans in accordance with FDEP and EPA requirements, notes and details for erosion control throughout and around the construction limits of the project. The task includes the development of the SWPPP sheet(s) as needed to support both the permitting and construction documents.

D. *Stormwater Design:* Kimley-Horn will prepare a detailed stormwater pond design utilizing the City of Winter Springs and St. Johns River Water Management District (SJRWMD) criteria for the Wastewater Treatment Facility. The stormwater design will include a detailed pre-development and post-development drainage basin analysis for the project limits in order to identify the pre-development discharge rates that will need to be maintained or reduced in the post-development condition. The stormwater design will be consistent with the City of Winter Springs and SJRWMD requirements for water quality and attenuation. A detailed drainage report will be prepared to summarize the stormwater design and be included with the City of Winter Springs and SJRWMD permit submittals.

E. *Demolition, Grading and Drainage Plans:* Kimley-Horn shall prepare design plans for site grading and drainage systems following the demolition of the existing WWTF. The design plans shall include pipe materials and sizing; grate and invert elevations; subgrade treatment; spot elevations and elevation contours; and interfacing with paved surfaces.

F. *Record Drawings: Kimley-Horn shall prepare record drawings based on the data provided by the Prime and their subcontractors.*

Task 207 – East Wastewater Treatment Facility Pump Stations

The East Wastewater Treatment Facility is comprised of two (2) package plants that processes about 1 million gallons per day (MDG) of wastewater treatment capacity. One of the package plants receives flow directly from the force main system comprised of eighteen (18) lift stations. The other package plant receives flow directly from the on-site lift station (1E). The 1E lift station receives flow from ten (10) lift stations within the wastewater collection system. An assessment conducted in 2017 stated the 1E lift station was showing signs of aging and that the pumps and valving had been replaced multiple times. A new influent pump station will replace the existing 1E lift station and will be designed to receive

the flow from the East WWTF's sewer shed.

The reclaimed water produced at the East WWTF is pumped to either a 3.0 MG storage tank to be sent to the consumers, wet weather storage pond, or the various disposal sites on the East side of the City. The high service reclaimed pump station pumps the reclaimed water from the storage tank to the consumers or to the disposal sites. The high service pump station consists of four (4) vertical turbine pumps, one (1) jockey pump and three (3) larger pumps.

A new high service reclaimed pump station will be designed to pump the current volume, improve distribution pressure, and pump future reclaimed water demands for the East WWTF.

Kimley-Horn will prepare plans and details for each task using Revit software for integration into the overall Prime design package.

Task 207.1 –Construction Plans for the East WWTF Influent Pump Station

A. Kimley-Horn will use the buildout wastewater demands established in the wastewater model and master plan to prepare the design calculations supporting the detailed design of the influent pump station. The design will include the influent pump station wet well calculations to provide adequate volume for the average day, max day, and peak hour flow conditions.

B. Kimley-Horn will prepare conceptual plans (30% design) for review and comment by the Prime, City, and CMAR. Kimley-Horn will attend the 30% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the 60% design efforts.

C. Kimley-Horn will contract an electrical engineering subconsultant to perform the required electrical design for the proposed influent pump station. This work will include configuring the power feed for the new pumps and VFDs, control systems, lighting, and lightning protection.

D. Kimley-Horn will prepare 60% design plans and specifications for the proposed influent pump station and electrical improvements. Kimley-Horn will attend the 60% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the 90% design efforts.

E. Kimley-Horn will prepare 90% design plans and specifications for the proposed influent pump station and electrical improvements. Kimley-Horn will attend the 90% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the final design efforts.

F. Kimley-Horn will prepare 100% design plans and specifications for the proposed influent pump station and electrical improvements. Kimley-Horn will attend the 100% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the final design efforts.

G. Kimley-Horn will prepare final design plans and specifications for the proposed influent pump station and electrical improvements. Kimley-Horn will attend the final design

review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the construction GMP efforts.

H. Kimley-Horn will prepare Construction Documents (CDs) which will include the following sheets:
   - Site Plans
   - Utility Plans
   - Mechanical Plans: including the yard piping to connect the influent pump station to the WWTF process.
   - Structural Plans
   - Electrical Plans

Task 207.2 –Construction Plans for the East WWTF High Service Pump Station

A. Kimley-Horn will use the buildout reclaimed water demands, established in the reclaimed water model and master plan, to prepare the design calculations supporting the detailed design of the high service pump station. The design will include the calculations to provide adequate volume for the average day, max day, and peak hour flow conditions.

B. Kimley-Horn will use the East WWTF process design flow rate to prepare the design calculations supporting the detailed design of the high service pump station.

C. Kimley-Horn will prepare conceptual plans (30% design) for review and comment by the Prime, City, and CMAR. Kimley-Horn will attend the 30% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the 60% design efforts.

D. Kimley-Horn will contract an electrical engineering subconsultant to perform the required electrical design for the proposed pump station. This work will include configuring the primary and secondary power (East WWTF generator) for the new pumps and VFDs, control systems, lighting, and lightning protection.

E. Kimley-Horn will prepare 60% design plans and specifications for the proposed pump stations and electrical improvements. Kimley-Horn will attend the 60% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the 90% design efforts.

F. Kimley-Horn will prepare 90% design plans and specifications for the proposed pump station and electrical improvements. Kimley-Horn will attend the 90% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the final design efforts.

G. Kimley-Horn will prepare 100% design plans and specifications for the proposed pump station and electrical improvements. Kimley-Horn will attend the 100% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the final design efforts.

H. Kimley-Horn will prepare final design plans and final specifications for the proposed pump stations and electrical improvements. Kimley-Horn will attend the final design

review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the construction GMP efforts.

I. Kimley-Horn will prepare Construction Documents (CDs) which will include the following sheets:
   - Site Plans
   - Utility Plans
   - Mechanical Plans: including the yard piping to connect the high service pump station to the reclaimed water storage tank.
   - Structural Plans
   - Electrical Plans

Task 208 – West Wastewater Treatment Facility Pump Stations

The West Wastewater Treatment Facility is comprised of two (2) package plants that processes about 1 million gallons per day (MDG) of wastewater treatment capacity. One of the package plants receives flow directly from the force main system comprised of eleven (11) lift stations and the other package plant receives flow from an off-site master lift station (7W). A new influent pump station will be designed to receive the flow from the West WWTF's sewer shed.

The reclaimed water produced at the West WWTF is pumped to either a 3.0 MG storage tank to be sent to the consumers, wet weather storage pond, or the various disposal sites on the West side of the City. The high service pump station pumps the reclaimed water from the storage tank to the consumers or to the disposal sites. The high service pump station consists of five (5) vertical turbine pumps, one (1) jockey pump and four (4) larger pumps.

A new high service reclaimed pump station will be designed to pump the current volume, improve distribution pressure, and pump future reclaimed water demands for the West WWTF.

Kimley-Horn will prepare plans and details for each task using Revit software for integration into the overall Prime design package.

Task 208.1 –Construction Plans for West WWTF Influent Pump Station

A. Kimley-Horn will use the buildout wastewater demands, established in the wastewater model and master plan, to prepare the design calculations supporting the detailed design of the influent pump station. The design will include the influent pump station wet well calculations to provide adequate volume for the average day, max day, and peak hour flow conditions.

B. Kimley-Horn will prepare conceptual plans (30% design) for review and comment by the Prime, City, and CMAR. Kimley-Horn will attend the 30% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the 60% design efforts.

C. Kimley-Horn will contract an electrical engineering subconsultant to perform the required electrical design for the proposed influent pump station. This work will include configuring the power feed for the new pumps and VFDs, control systems, lighting,

and lightning protection.

D. Kimley-Horn will prepare 60% design plans and specifications, for the proposed influent pump station and electrical improvements. Kimley-Horn will attend the 60% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the 90% design efforts.

E. Kimley-Horn will prepare 90% design plans and specifications for the proposed influent pump station and electrical improvements. Kimley-Horn will attend the 90% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the final design efforts.

F. Kimley-Horn will prepare 100% design plans and specifications for the proposed influent pump station and electrical improvements. Kimley-Horn will attend the 100% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the final design efforts.

G. Kimley-Horn will prepare final design plans and specifications for the proposed influent pump station and electrical improvements. Kimley-Horn will attend the final design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the construction GMP efforts.

H. Kimley-Horn will prepare Construction Documents (CDs) which will include the following sheets:
   - Site Plans
   - Utility Plans
   - Mechanical Plans: including the yard piping to connect the influent pump station to the WWTF process.
   - Structural Plans
   - Electrical Plans

Task 208.2 –Construction Plans for the West WWTF High Service Pump Station

A. Kimley-Horn will use the buildout reclaimed water demands, established in the reclaimed water model and master plan, to prepare the design calculations supporting the detailed design of the high service pump station. The design will include the calculations to provide adequate volume for the average day, max day, and peak flow conditions.

B. Kimley-Horn will use the West WWTF process design flow rate to prepare the design calculations supporting the detailed design of the high service pump station.

C. Kimley-Horn will prepare conceptual plans (30% design) for review and comment by the Prime, City, and CMAR. Kimley-Horn will attend the 30% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the 60% design efforts.

D. Kimley-Horn will contract an electrical engineering subconsultant to perform the required electrical design for the proposed pump stations. This work will include

configuring the primary and secondary power (East WWTF generator) for the new pumps and VFDs, control systems, lighting, and lightning protection.

E. Kimley-Horn will prepare 60% design plans and specifications for the proposed pump stations and electrical improvements. Kimley-Horn will attend the 60% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the 90% design efforts.

F. Kimley-Horn will prepare 90% design plans and specifications for the proposed pump stations and electrical improvements. Kimley-Horn will attend the 90% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the final design efforts.

G. Kimley-Horn will prepare 100% design plans and specifications for the proposed pump stations and electrical improvements. Kimley-Horn will attend the 100% design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the final design efforts.

H. Kimley-Horn will prepare final design plans and specifications for the proposed pump stations and electrical improvements. Kimley-Horn will attend the final design review meeting with Prime, City staff, and CMAR to review the deliverable, discuss questions and comments, and kickoff the construction GMP efforts.

I. Kimley-Horn will prepare Construction Documents (CDs) which will include the following sheets:
    - Site Plans
    - Utility Plans
    - Mechanical Plans: including the yard piping to connect the high service pump station to the reclaimed water storage tank and ground storage tank(s).
    - Structural Plans
    - Electrical Plans

Task 300.1 – Permitting Assistance for the East WWTF

Kimley-Horn will prepare and submit, on the Prime and City's behalf, the civil related permitting packages for review/approval of construction documents required to obtain the following Agency approvals. When appropriate, pre-submittal meetings will be held with the agency to assist with the permitting process. Kimley-Horn will monitor the review cycles and respond to the agency comments, as required, to support and expedite permit issuance.

- City Building Permits
- FDEP/ State 404, St. John's River Water Management District (SJRWMD)

Kimley-Horn will prepare the needed material to assist the Prime with the following FDEP Permits.

- Constructing a Domestic Wastewater Collection/Transmission System

Task 300.2 – Permitting Assistance for the West WWTF

Kimley-Horn will prepare and submit, on the Prime and City's behalf, the civil related permitting packages for review/approval of construction documents required to obtain the

following Agency approvals. When appropriate, pre-submittal meetings will be held with the agency to assist with the permitting process. Kimley-Horn will monitor the review cycles and respond to the agency comments, as required, to support and expedite permit issuance.

- City Building Permits
- FDEP/ State 404, St. John's River Water Management District (SJRWMD)

Kimley-Horn will prepare the needed material to assist the Prime with the following FDEP Permits.

- Constructing a Domestic Wastewater Collection/Transmission System

Task 400.1 – Engineering Construction Services East WWTF

Kimley Horn will provide the Engineering Construction Services specifically stated below:

A. *Pre-Construction Conference.* Kimley Horn's PM and lead Site Civil engineer will attend a Pre-Construction Conference before the start of construction.

B. *Bi-Monthly Project Meetings*. Kimley-Horn's Project Manager (PM) will attend Bi-monthly project meetings with Prime, City representatives, and Contractor throughout the construction of the East WWTF. Expected construction schedule is 12 months. Therefore, twenty-four (24) meetings have been included within this scope of services.

C. *Monthly Project Meetings*. Kimley-Horn's lead Site Civil engineer will attend monthly project meetings with Prime, City representatives, and Contractor throughout the construction of the East WWTF. Expected design schedule is 12 months. Therefore, twelve (12) meetings have been included within this scope of services.

D. *Site visits*. Kimley-Horn's Senior Engineers will attend up to four (4) site visits to address RFI, field revisions, design modification, etc.

E. *Inspections and Tests.* Kimley Horn will attend (5) site visits for site inspection, testing and the start-up of all pumps and equipment which will include inspection of Contractor's work and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

F. *Clarifications and Interpretations.* Kimley Horn will respond to reasonable and appropriate ten (10) Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

G. *Shop Drawings and Samples*. Kimley Horn will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

a. Substitutes and "or-equal/equivalent." Kimley Horn will evaluate and determine the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

b. Kimley Horn expects to receive 10 shop drawings per pump station. The shop drawings will be reviewed and returned within 14 business days once received from the Prime or Contractor.

Note these rates are based on 2023 rates between Prime and Kimley-Horn. These rates are subject to annual escalation as the duration of the project extends.

Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of the contractor(s) will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

Task 400.2 – Engineering Construction Services West WWTF

Kimley Horn will provide the Engineering Construction Services specifically stated below:

A. *Pre-Construction Conference.* Kimley Horn will attend a Pre-Construction Conference before the start of construction.

B. *Monthly Project Meetings*. Kimley-Horn's Project Manager (PM) will attend monthly project meetings with Prime, City representatives, and Contractor throughout the construction of the West WWTF. Expected design schedule is 12 months. Therefore, twelve (12) meetings have been included within this scope of services.

C. *Site visits*. Kimley-Horn's Senior Engineers will attend up to four (4) site visits to address RFI, field revisions, design modification, etc.

D. *Inspections and Tests*. Kimley Horn will attend (5) site visits for site inspection, testing and the start-up of all pumps and equipment which will include inspection of Contractor's work and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

E. *Clarifications and Interpretations.* Kimley Horn will respond to reasonable and appropriate ten (10) Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

F. *Shop Drawings and Samples*. Kimley Horn will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review

and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

a. Substitutes and "or-equal/equivalent." Kimley Horn will evaluate and determine the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

b. Kimley Horn expects to receive 10 shop drawings per pump station. The shop drawings will be reviewed and returned within 14 business days once received from the Prime or Contractor.

Note these rates are based on 2023 rates between Prime and Kimley-Horn. These rates are subject to annual escalation as the duration of the project extends.

Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of the contractor(s) will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

## Schedule

Kimley-Horn will begin services upon receipt of an executed contract, the data requested, and design related documents have been provided by the Prime, listed above in section 201. Kimley-Horn will adhere to the mutually agreed upon schedule with the Prime and City.

Kimley»Horn

**Method of Compensation**

Kimley-Horn will complete the above scope of services on a lump sum fee of $1,597,600.00 inclusive of office overhead expenses. A breakdown of the fee by task is as follows:

| *Task* | *Description (Lump Sum)* | *Fee* |
|---|---|---|
| 100.1 | Project Meetings – East WWTF | $78,500.00 |
| 100.2 | Project Meetings – West WWTF | $44,100.00 |
| 200 | Site Investigation | $14,100.00 |
| 202.1 | Civil Site Construction Plans for the East WWTF | $160,500.00 |
| 202.2 | Civil Site Construction Plans for the West WWTF | $263,300.00 |
| 207.1 | Construction Plans for the East WWTF – Influent Pump Station | $158,200.00 |
| 207.2 | Construction Plans for the East WWTF – High Service Pump Station | $127,900.00 |
| 208.1 | Construction Plans for the West WWTF – Influent Pump Station | $120,700.00 |
| 208.2 | Construction Plans for the West WWTF – High Service Pump Station | $108,700.00 |
| 300.1 | Permitting Services – East WWTF | $62,300.00 |
| 300.2 | Permitting Services – West WWTF | $48,000.00 |
| | **Design Sub Total** | **$1,186,300.00** |
| 400.1 | Engineering Construction Services (T&M) – East WWTF | $205,650.00 |
| 400.2 | Engineering Construction Services (T&M) – West WWTF | $205,650.00 |
| | **Engineering construction Services Sub Total** | **$411,300.00** |
| | **Total** | **$1,597,600.00** |

We appreciate the opportunity to provide these services to you. This scope and fee to be attached to the Prime's contract as Exhibit A. Please do not hesitate to contact me if you have any questions.

Sincerely,
**KIMLEY-HORN AND ASSOCIATES, INC.**

Julia Felter, P.E.
Project Manager

Lance Littrell, P.E.
Vice President

# EXHIBIT A: FEE ESTIMATE BREAKDOWN

*Calculate Cost & Rates based on:*

Project Name: Winter Springs WWTFs  Client: Carollo Engineers  Date of Fee Estimate: 11/20/2023

City of Winter Springs

Continuing Civil Engineering Services

Staff (hours)

| Task # | Task name | P2 | P3 | P4 | P5 | P7 | P8 | D7 | D8 | CO6 | Admin (N4) | Sub | Total Hours | Labor Rounded Sub-Total | Labor Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 100.1 | *East Projet Meetings - Kickoff/ Bi-Montly (25 meetings, 6hrs/mtg)* | | | | 150 | | | | | | | | 150 | $ 31,800.00 | |
| 100.1 | *East Projet Meetings - Kickoff/ Montly (13 meetings, 6hrs/mtg)* | | | 78 | | | | | | | | | 78.0 | $ 13,500.00 | |
| 100.1 | *East Project Meetings - Supplimental (8 meetings, 6hrs/mtg)* | | 48 | | 48 | | | | | | | | 96 | $ 17,800.00 | |
| 100.1 | *East Project Meetings - Design submittals (5 meetings, 8hrs/mtg)* | | | 40 | 40 | | | | | | | | 80 | $ 15,400.00 | |
| 100.1 | *SubTotal* | | | | | | | | | | | | | $ - | $ 78,500.00 |
| 100.2 | *West Projet Meetings - Kickoff/ Montly (13 meetings, 4hrs/mtg)* | | | 52 | 52 | | | | | | | | 104 | $ 20,100.00 | |
| 100.2 | *West Project Meetings - Supplimental (8 meetings, 4hrs/mtg)* | | | 32 | 32 | | | | | | | | 64 | $ 12,400.00 | |
| 100.2 | *West Project Meetings - Design submittals (5 meetings, 6hrs/mtg)* | | | 30 | 30 | | | | | | | | 60 | $ 11,600.00 | |
| 100.2 | *Sub Total* | | | | | | | | | | | | | $ - | $ 44,100.00 |
| 201 | *Site Investigation/ Data research* | | 40 | 20 | 20 | | | | | | | | 80 | $ 14,100.00 | $ 14,100.00 |
| 202.1 | *East Plant - Site/Civil, Stormwater Design* | | 225 | 200 | 215 | | 50 | 100 | 50 | 100 | | | 940 | $ 160,500.00 | $ 160,500.00 |
| 202.2 | *West Plant - Site/Civil, Stormwater Design* | | 250 | 370 | 392 | | 100 | 110 | 100 | 200 | | | 1522 | $ 263,300.00 | $ 263,300.00 |
| 207.1 | *East Plant Pump Stations - Influent Lift station* | | 64 | 275 | 160 | 80 | | 50 | 40 | | | $ 33,000.00 | 669 | $ 125,200.00 | $ 158,200.00 |
| 207.2 | *East Plant Pump Stations - High Service Pump Station* | | 160 | 150 | 120 | 40 | | 25 | 30 | | | $ 33,000.00 | 525 | $ 94,900.00 | $ 127,900.00 |
| 208.1 | *West Plant Pump Stations - Influent Lift station* | | 60 | 150 | 100 | 70 | | 50 | 40 | | | $ 33,000.00 | 470 | $ 87,700.00 | $ 120,700.00 |
| 208.2 | *West Plant Pump Stations - High Service Pump Station* | | 120 | 100 | 100 | 40 | | 25 | 30 | | | $ 33,000.00 | 415 | $ 75,700.00 | $ 108,700.00 |
| 300.1 | *East Permitting* | | 120 | | 120 | 20 | 40 | 10 | | | | | 310 | $ 62,300.00 | $ 62,300.00 |
| 300.2 | *West Permitting* | | 80 | | 82 | 20 | 40 | 10 | | | | | 232 | $ 48,000.00 | $ 48,000.00 |
| | *Design Sub Total* | | | | | | | | | | | | | $ 1,054,300.00 | $ 1,186,300.00 |
| 400.1 | Engineering Construction Services (T&M) - East WRF | | | | | | | | | | | | | | |
| | Constuction Meeting - Kickoff/Bi-Montly (25 meetings, 8 hrs/mtg) | | | | 200 | | | | | | | | 200 | $ 42,400.00 | $ 42,400.00 |
| | Construction Meetings/site visit (1 per month, 13 meetings, 8hr/mtg) | | | 104 | | | | | | | 36 | | 140 | $ 21,400.00 | $ 21,400.00 |
| | Construction site visits ( 4 - 8 hr/mtg) | | | | | 32 | 32 | | | | | | 64 | $ 17,400.00 | $ 17,400.00 |
| | Testing, Inspection, Start-up (5 additional visits) | 40 | 40 | | | | | | | | | | 80 | $ 11,800.00 | $ 11,800.00 |
| | Clarifications and RFIs (10) | 60 | 50 | 40 | 15 | | | | 40 | | 10 | | 215 | $ 32,800.00 | $ 32,800.00 |
| | Shop Drawing Review (10 per station) | 120 | | 60 | | | | | | | 20 | | 200 | $ 28,600.00 | $ 28,600.00 |
| | Electrical Engineering Sub | | | 24 | | | | | | | 15 | $ 55,850.00 | 39 | $ 5,600.00 | $ 61,450.00 |
| 400.2 | Engineering Construction Services (T&M) - West WRF | | | | | | | | | | | | | | |
| | Construction Meetings/ site visit (1 per month, 13 meetings, 8hr/mtg) | | | 104 | 104 | | | | | | 36 | | 244 | $ 43,400.00 | $ 43,400.00 |
| | Construction site visits (as needed, up to 4 - 8 hr/mtg) | | | | | 32 | 32 | | | | | | 64 | $ 17,400.00 | $ 17,400.00 |
| | Testing, Inspection, Start-up (5 additional visits) | 40 | 40 | | | | | | | | | | 80 | $ 11,800.00 | $ 11,800.00 |
| | Clarifications and RFIs (10) | 60 | 50 | 40 | 15 | | | | 40 | | 10 | | 215 | $ 32,800.00 | $ 32,800.00 |
| | Shop Drawing Review (10 per station) | 120 | | 60 | | | | | | | 20 | | 200 | $ 28,600.00 | $ 28,600.00 |
| | Electrical Engineering Sub | | | 24 | | | | | | | 15 | $ 55,850.00 | 39 | $ 5,600.00 | $ 61,450.00 |
| | *Engineering Construction Services Sub Total* | | | | | | | | | | | | | $ 299,600.00 | $ 411,300.00 |
| | *Typical Distribution of Hours* | *5.8%* | *17.8%* | *25.8%* | *26.3%* | *4.4%* | *3.9%* | *5.0%* | *4.9%* | *1.5%* | *2.5%* | *15.3%* | | | |
| | Total Hours = | 440 | 1347 | 1953 | 1995 | 334 | 294 | 380 | 370 | 300 | 162 | $ 243,700.00 | 7575.0 | $ 1,353,900.00 | $ 1,597,600.00 |

Labor

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Continuing Civil Engineering Services (2023) | $ 136.00 | $ 158.00 | $ 173.00 | $ 212.00 | $ 260.00 | $ 282.00 | $ 142.00 | $ 142.00 | $ 93.00 | $ 93.00 | |
| Labor Effort per category | $ 59,900 | $ 212,900 | $ 337,900 | $ 423,000 | $ 86,900 | $ 83,000 | $ 54,000 | $ 52,600 | $ 27,900 | $ 15,100 | $ 243,700 |

ESA

5401 South Kirkman Road
Suite 475
Orlando, FL 32819
407.403.6300 phone
407.403.6301 fax

esassoc.com

# SCOPE OF SERVICE

CITY OF WINTER SPRINGS WEST AND EAST WATER RECLAMATION FACILITY ENVIRONMENTAL SERVICES, WINTER SPRINGS, FLORIDA

ESA is pleased to provide the following Scope of Service (SOS) for ecological and hydrologic assistance to Carollo Engineers (Carollo) in support of two projects located at the City of Winter Springs (City) West (WSWWRF) and East (WSEWRF) Water Reclamation Facilities, in Winter Springs, Florida. The proposed ecological/hydrologic support will focus on environmental permitting services for the proposed expansion of these two facilities. At this time, it is anticipated that an Environmental Resource Permit and a State 404 Permit from the Florida Department of Environmental Protection (FDEP), may be required for both facilities due to the anticipated impacts to jurisdictional water resources. A discussion of the required tasks related to this Scope of Service (SOS) is provided below.

## REQUIRED TASKS

**Task 1** – Field Reconnaissance and Desktop Review for WSWWRF and WSEWRF

ESA will perform a desktop review of all available data, as well as perform site reconnaissance activities to obtain any pertinent information that will be required for the submittal of the appropriate agency permitting packages, and to ascertain the current site conditions at WSWWRF and WSEWRF.

***Subtask 1A -*** *WSWWRF Permitting*

***Subtask 1B -*** *WSEWRF Permitting*

Additional information will be collected during Task 1, regarding potential on-site mitigation options. These reviews will include, but are not limited to the following:

- *Desktop Review of Project Limits* – A desktop review will be conducted of the site to determine any potential constraints that may currently exist. This includes, but not limited to, National Wetlands Inventory (NWI), National Resource Conservation Service (NRCS) Soils and United States Geographical Survey Topographic databases. Listed species databases will be reviewed as well including the Audubon Florida EagleWatch Bald Eagle Nest Locator and the U.S. Fish and Wildlife Service (FWS) Wood Stork Nesting Colonies and Core Foraging Areas.
- *Community Structure/Vegetation Mapping* – ESA will record existing wetland conditions, including vegetative structure and quality in order to quantify preservation values and to determine if additional restoration activities would be needed to increase the on-site mitigation value, specifically for the wetlands located in and around the WSEWRF.

- *Hydrologic Field Review* – As part of the field activities, biologists will verify the hydrology at the site and assess potential hydrologic improvements. Upstream and downstream hydrologic connections and offsite contributing basins shall also be evaluated as well as any hydrologic constraints as part of the initial field activities.
- *Wetland/Waterbody Delineation* – In areas that have not been surveyed, ESA will delineate wetlands and waterbodies in accordance with 62-331 and 62-340, Florida Administrative Code (F.A.C.) within each facility property limits. In addition, all other surface water (OSW) features within the proposed construction area will be reviewed and field located, where applicable. The limits of the wetland and waterbody features will be marked with field flagging and located utilizing a sub-meter Trimble GPS unit. Upon completion of the field review, the coordinates of the GPS locations and data files will be provided to the Carollo.
- *Preliminary Listed Species Survey* – During the site review a preliminary listed species survey will be conducted to determine the potential for the existence of state and federally listed species and/or their habitat within the project limits of both facilities.
- *Seasonal High/Normal Pool Water Level Elevation Determination* – During the field review, three (3) seasonal high-water elevations and if possible, three (3) normal pool water elevations will be established within each on-site wetland system. The elevations will be set with aluminum nails and clearly marked with flagging in order for surveyors to locate and record the vertical elevations. Additional hydrologic data may also be collected at this time.
- *Florida Master Site File TRS Search* – A database search will be conducted with the Department of Historical Resources (DHR) to identify any previously recorded archaeological and cultural resource sites.

**Task 2** – Environmental Reporting and Meetings

Upon completion of Task 1, Task 2 will include the preparation of an Environmental Report, to be completed for each facility.

***Subtask 2A -*** *WSWWRF Permitting*

***Subtask 2B -*** *WSEWRF Permitting*

ESA will conduct Pre-Application meeting(s) with Florida Department of Environmental Protection (FDEP) for both State and Federal permitting requirements to discuss potential permitting activities. As part of the pre-application meetings, ESA will prepare and present all obtained data during desktop review and initial field activities.

Subsequent to regulatory meetings, ESA will develop an Environmental Constraints Report for each facility. Each report will define the environmental constraints that exist within the property limits of each facility, as well as detailing the current site conditions, quantifiable project impacts, and mitigation options with estimated costs. These reports will be utilized to discuss the best options for the City, in moving forward through the permitting process for both facilities. Portions of each report will also be utilized as part of each facility's permit package. In support of the Environmental Report, Geographic Information System (GIS) Exhibit Preparation (GIS mapping) will be utilized to produce the environmental graphics for both Environmental Reports.

Budget under this task will also support, one (1) meeting with Carollo and City staff, to discuss and finalize the options the City would like to explore during the permitting process.

***It is important to note that mitigation alternatives available for water resource impacts are extremely constrained within this watershed/basin. At this time, no known mitigation banks (approved by the permitting agencies) exist with a Service Area that covers the facility projects. It is assumed that on-site preservation of the existing wetlands systems, specifically the systems located at and around WSEWRF, will be the City's priority mitigation strategy for water resource impacts associated with Projects.*** However, since the exact amount of required mitigation is not known at this time, additional mitigation alternatives may need to be researched, as the amount of wetland impact may exceed the amount of wetland preservation available on the project sites. Additionally, hydrologic improvements and/or potential restoration alternatives within the WSEWRF wetlands may need to be included as part of a Mitigation Plan for the permit packages. Therefore, if additional improvements to the existing wetland system is required, a Mitigation Plan will be developed for the submittal of the permit packages. Should additional areas need to be reviewed for potential mitigation alternatives, those services are included under Task 5 - *Additional Services*.

**Task 3** – Permitting

ESA will assist Carollo in preparing and submitting two (2) separate permitting packages for the proposed project activities:

***Subtask 3A -*** *WSWWRF Permitting*

***Subtask 3B -*** *WSEWRF Permitting*

Permitting activities under these subtasks will include the following for each subtask listed above:

- *FDEP ERP/FDEP State 404 Permit Application Preparation* – ESA will assist in the preparation of the joint Environmental Resource Permit (ERP) application, by providing any environmental information required in Section C and Section I of the application, this will include Table 1 – *Project Wetland and Other Surface Water Impact Summary*. ESA will also

provide any requested information related to restoration design, if necessary, in Section E as well as any associated signed and sealed design plan sheets which may need to be incorporated for natural systems/wetland restoration design only. Note, it is assumed that all permitting shall be through FDEP. This shall be verified during the pre-application meetings mentioned above in Task 2.

- *Mitigation Options and Determination* – At this time, it is assumed that on-site preservation of the existing WSEWRF wetland system will be the priority mitigation strategy, however, should additional mitigation measures be required within this system, the Mitigation Plan detailing system improvements will be included, as discussed in Task 2.
- *Uniform Mitigation Assessment Method (UMAM) Preparation* – UMAM evaluations for direct and secondary impacts will be completed for impacts to both project wetlands to determine the amount and type of compensatory mitigation that will be required.
- *Reflag of Wetland Limits* - In accordance with FDEP permitting guidelines all wetland limits must be clearly marked with flagging for the site review. ESA scientists will reflag the limits prior to the site meeting with the FDEP in order to expedite the review process.
- *FDEP Meeting and Request for Additional Information (RAI) Responses* – The budget will include time for one (1) additional FDEP meeting to discuss the Project elements and will also include time for two (2) RAIs from each agency, for both facilities.

**Task 4** - Agency Coordination

***Subtask 4A -*** *WSWWRF Permitting*

***Subtask 4B -*** *WSEWRF Permitting*

ESA will coordinate with the permitting agencies in regards to any environmental issues associated with the proposed projects. This includes:

- *Attending Agency Required Meetings* – ESA will attend a pre-application meeting with the permitting agencies under Task 1 and an additional agency meeting under Task 2. However, based on potential mitigation options, an additional meeting may be required that is covered under this task.
- *Field Meeting with Agencies* – ESA will coordinate and meet with agency representatives to review wetland delineations and existing site conditions. Budget will be based on two (2) field meetings per facility.
- *United States Fish and Wildlife Service (USFWS) Coordination* – If required, ESA will conduct early consultation with the USFWS for both facilities, in regards to potential impacts each project may have on federally listed species.

**Task 5** – Additional Services

***Subtask 5A –*** *Environmental Support Services*

This additional services task will include time to investigate the environmental constraints associated with the potential development/utilization of property for wastewater disposal alternatives and/or potential mitigation alternatives. Time budgeted under this task will include wetland delineations and evaluations, hydrologic evaluations/studies, investigations of jurisdictional connections, listed species habitat reviews and meetings based on a 20-acre site within Seminole County as well as any design elements required for permitting.

**Considerations**

- Formal listed species surveys or permitting are not included in this SOS.
- A Mitigation Plan for the WSEWRF wetlands are included within this SOS. Should the Mitigation Plan need to include creation or additional wetland enhancements outside the WSEWRF, these services may be covered under Task 5 – Additional Services, up to that budgeted amount. ***Should the service exceed the budgeted amount, an additional Scope of Service will be required***.
- Permitting fees will be paid by City of Winter Springs directly to FDEP, and are not included in this SOS.
- Land Survey, including topography, is not included in this SOS. ***Legal descriptions of the property placed under preservation will be required prior to permit issuance.***
- An Alternative Analysis is not included in this SOS.
- Mitigation fees are not included in the SOS.
- ESA is not responsible for any existing property encumbrances.
- ESA is not responsible for any required legal documents or execution that will be necessary as part of the permitting strategy.
- Formal cultural resource surveys are not included in this SOS.
- Local ordinance permitting (i.e. arbor permitting) is not included in this SOS.
- Phase I site assessments are not included in this SOS.
- Site Access will be provided by Carollo.

## Compensation

Costs associated with this SOS identified above can be flexible, depending upon the level of service required. Total costs associated with the tasks outlined within this SOS is provided, below.

| | |
|---|---|
| **Task 1** Desktop and Field Reviews for Both Facilities | |
| Subtask 1A WSWWRF | $ 17,488.00 |
| Subtask 1B WSEWRF | $ 23,792.00 |
| **Task 2** Report Preparation and Meetings | |
| Subtask 2A WSWWRF | $ 22,704.00 |
| Subtask 2B WSEWRF | $ 43,920.00 |
| **Task 3** Permitting | |
| Subtask 3A WSWWRF | $ 37,500.00 |
| Subtask 3B WSEWRF | $ 17,492.00 |
| **Task 4** Agency Coordination | |
| Subtask 4A WSWWRF | $ 8,988.00 |
| Subtask 4B WSEWRF | $ 8,988.00 |
| **Task 5** Additional Services | |
| Subtask 5A Environmental Services | $ 33,672.00 |
| Miscellaneous Costs (Mileage, Data Management, Field Equipment) | $ 11,036.00 |
| **Total** | **$ 225,580.00** |

711 N Orange Ave, Suite A
Winter Park, FL 32789
Phone: (321) 972-4989

Wekiva Project Number: 23-201

August 23, 2023

Scott Richards, PE
Carollo Engineers, P.C.
200 East Robinson Street, Suite 1400
Orlando, FL 32801

Re: Proposal for Structural Engineering & Ancillary Architectural Services
West WRF and East WRF Improvements
City of Winter Springs (City), Florida

Dear Mr. Richards,

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to Carollo Engineers (Carollo) for the above referenced project. It is our understanding that the existing facilities are currently at capacity and/or in need of improvements. The proposed improvements are to provide a rated capacity of 1.5 MGD for each facility.

## SCOPE OF SERVICES

It is our understanding that the proposed expansion will include the following structures and structural scope items:

- Influent Lift Station
- Headworks
- Biological Nutrient Removal Basins
- (2) Clarifiers
- RAS/WAS Pump Stations
- Aeration Blower Building
- Filters (Assumed to be Disc Filters w/ elevated access platforms and containment/retaining wall since the structure may be below grade) with canopy and bridge crane.
- Chlorine Contact Basin
- Effluent Transfer Pump Station
- Chemical Containment and Storage Structure
- Reclaimed Pump Stations
- Electrical Buildings (Assumed to be (2) and they are to be single-story masonry buildings)
- Reject Pond Modifications
- Miscellaneous Equipment Slabs including Generators
- Access Stairs and Platforms
- Miscellaneous Modifications to the Existing Facilities to accommodate proposed process changes
- Operations Building at the East WRF (Outlined in Task 2)
- Administration and Operations Building at the West WRF (Outlined in Task 3)

All items listed above are to occur at each facility except where noted otherwise. The structures are intended to be as similar as possible at each site although some minor modifications are anticipated to suit the given site. Preliminary site plans have been provided to assist with this scope preparation.

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Winter Park, FL 32789
Phone: (321) 972-4989

*Task 1A: Preliminary through Final Design for East WRF (Includes 30%, 60%, 90% & 100% Submittals):* Wekiva staff will prepare structural drawings and specifications for the modifications and improvements noted above. We will also prepare ancillary architectural drawings for the electrical buildings and canopies contained within the scope which will be labeled "S" drawings. These will include a life safety plan as required per the building department review. Wekiva will coordinate with the geotechnical engineer to indicate the required design loading and the minimum soil boring requirements. There are anticipated to be approximately 86 drawings. There are anticipated to be standard division 3, 4, 5, 7, 8, 9 and 13 specifications. Wekiva will attend weekly virtual design meetings or as often as required to facilitate the design. Wekiva will also attend design review meetings virtually or at the City's office to review the submittal milestone documents. All design CAD work is anticipated to be performed using Revit software.

*Task 1B: Preliminary through Final Design for West WRF (Includes 30%, 60%, 90% & 100% Submittals):* Wekiva staff will prepare structural drawings and specifications for the modifications and improvements noted above. We will also prepare ancillary architectural drawings for the electrical buildings and canopies contained within the scope which will be labeled "S" drawings. These will include a life safety plan as required per the building department review. Wekiva will coordinate with the geotechnical engineer to indicate the required design loading and the minimum soil boring requirements. There are anticipated to be approximately 86 drawings. There are anticipated to be standard division 3, 4, 5, 7, 8, 9 and 13 specifications. Wekiva will attend weekly virtual design meetings or as often as required to facilitate the design. Wekiva will also attend design review meetings virtually or at the City's office to review the submittal milestone documents. All design CAD work is anticipated to be performed using Revit software.

*Task 2: Preliminary through Final Design (Includes 30%, 60%, 90% & 100% Submittals) for East WRF Operations Building Only:* Wekiva staff will prepare structural and architectural drawings and specifications for the proposed Operations Building. There are anticipated to be approximately 11 drawings. If this task is included in Wekiva's scope, then these drawings will be incorporated into the overall drawing set. All design CAD work is anticipated to be performed using Revit software.

*Task 3: Preliminary through Final Design (Includes 30%, 60%, 90% & 100% Submittals) for West WRF Administration & Operations Building Only:* Wekiva staff will prepare structural and architectural drawings and specifications for the proposed Administration & Operations Building. There are anticipated to be approximately 16 drawings. If this task is included in Wekiva's scope, then these drawings will be incorporated into the overall drawing set. All design CAD work is anticipated to be performed using Revit software.

*Task 4: CMAR Coordination Phase Services:* Wekiva staff will assist Carollo staff with the answering of Contractor questions, reviewing Contractor cost estimates at each milestone.

*Task 5: Services During Construction:* Wekiva staff will assist Carollo staff with the following services:

- Attend up to eight (8) progress meetings via Teams.
- Review shop drawing submittals with one (1) resubmittal (Assumed to be approximately seventy (70) submittals total)
- Review and respond to RFI's (Assumed to be fifty (50) RFI's)
- Perform up to a total of twenty (20) site visits for the following milestones:
    - (8) Construction progress visits at each facility
    - (1) Substantial completion visit at each facility
    - (1) Final completion visit at each facility
- Review Testing Data
- Prepare record drawings based on Contractor provided markups of the drawings.

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## COST AND SCHEDULE

Wekiva proposes to undertake the work described above on a lump sum fixed fee basis at a total price of **$410,550** for tasks 1 through 4. Wekiva proposed to perform the services associated with Task 5 on a time and expense fee basis for a total price of **$79,931.60** (See Table for additional fee breakdown). The following is a breakdown of the proposed fee per task:

| | |
|---|---|
| • Task 1A | $187,850 |
| • Task 1B | $154,500 |
| • Task 2 | $27,600 |
| • Task 3 | $36,400 |
| • Task 4 | $4,200 |
| • Task 5 | $79,931.60 |
| • Total w/o Task 5 | $410,550 |
| • Total w/ Task 5 | $490,481.60 |

## TERMS AND CONDITIONS

Wekiva will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to Carollo and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,

John Sobczak, P.E.
Member

## Table 1 - Engineering Services Fee

Structural Engineering Services
West WRF and East WRF Improvements
Winter Springs, FL
August, 2023

| Task No | Task Description | Man-hours By Category | | | | | Totals | | |
|---|---|---|---|---|---|---|---|---|---|
| | | Principal $182.00 | Project Engineer $134.40 | Engineer $106.40 | Drafting $67.20 | Clerical $50.40 | Hrs | | Cost |
| 1 | *Services During Construction* | | | | | | | | |
| | *Attend Coodination Calls and Meetings* | 24 | 8 | 0 | 0 | 0 | 32 | $ | 5,443.20 |
| | *Review Shop Drawings* | 70 | 80 | 60 | 4 | 20 | 234 | $ | 31,152.80 |
| | *Review RFIs* | 40 | 10 | 40 | 20 | 5 | 115 | $ | 14,476.00 |
| | *Perform Site Visits* | 90 | 0 | 30 | 0 | 0 | 120 | $ | 19,572.00 |
| | *Review Testing Data* | 10 | 6 | 15 | 0 | 0 | 31 | $ | 4,222.40 |
| | *Prepare Record Drawings* | 5 | 8 | 10 | 30 | 0 | 53 | $ | 5,065.20 |
| | *Total Project Cost* | | | | | | | **$** | **79,931.60** |

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# L & S Diversified

Surveying and Mapping | Subsurface Utility Engineering | LiDAR

**May 17, 2023**

**Scott Richards, PE**
**Carollo Engineers**
**200 Robinson Street, Suite 1400**
**Orlando, FL 32801**

Subject: Winter Springs East WRF Replacement Project

Dear Scott,

We appreciate your consideration of L&S Diversified, LLC to provide professional surveying services for the above referenced project. Below we have outlined a proposed schedule of services and the associated fees for this project.

## SCOPE OF SERVICES

### Project Description

Carollo has been tasked with upgrading two (2) Water Reclamation Facilities (WRF's) located within the City of Winter Springs. L&S Diversified has performed previous survey and subsurface utility engineering service at both the East and West WRF sites for Carollo and the City of Winter Springs. Additional surveying and SUE services will be required each site to provide the design team with proper information for design and permitting the intended improvements. Below is a general scope of services that will be used on an as-needed basis.

### East WRF

- Additional topographic surveying in the areas necessary for proposed improvements throughout the project site.
- Tree survey, wetland flag survey and the location of Geotechnical borings.
    - Wetland flags will be set by subconsultant and located by L&S Diversified.
    - Geotechnical borings will be performed by subconsultant and located by L&S Diversified.
- Lift station survey to include topographic survey, detailed information of the wet well and valve vault and location of existing underground utilities that connect to the existing plant.
- Additional Subsurface Utility Engineering within the area of the proposed improvements and at connection points to the existing infrastructure.
    - 20 test holes to be performed at locations provided by the client.
- Miscellaneous professional surveying services to include but not limited to:
    - Document review coordination.
    - Property staking and coordination.
    - Other professional surveying services as needed.

L & S Diversified, LLC

Principal
Sherry Lee Manor, PSM

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**Establish Survey Control**

L & S Diversified shall establish horizontal and vertical control monuments to facilitate site engineering. The monuments shall be established so that there is clear line of site between them. Horizontal coordinates shall be referenced to Florida State Plane, North American Datum of 1983 (NAD83). Elevations shall be referenced to North American Vertical Datum of 1988 (NAVD88).

**Topographic, Tree, Wetland & Utility Survey**

L & S Diversified will provide all labor, equipment and resources necessary to research, locate and/or establish the required site control and perform a topographic and/or hydrographic survey.

**Topographic Survey:** RTK/GPS or conventional data acquisition at a **50-foot grid** within the project limits, **plus 10 feet outside project limits**; location and elevation of existing improvements and visible above ground utilities; and setting at least **5** site bench marks to facilitate engineering for the project site.

**Tree Survey:** the location and description of all specimen trees as required by client or municipality.

**Wetland Delineation Survey:** the location of wetland flags as established by an environmental engineer.

**Geotechnical Boring Survey:** the location of geotechnical borings as established by a geotechnical engineer.

**Sub-Surface Utility Survey:** the location and description of sub-surface utilities (paint & flags) as marked by L & S Diversified.

The topographic will be displayed at one foot contours and will be based on the North American Vertical Datum (NAVD) of 1988.

The Topographic Survey will be prepared in accordance with the State of Florida Standards of Practice Chapter 5J-17, Florida Administrative Code, as set forth by the Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

**Deliverables**
Survey in pdf and dwg format.

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**Subsurface Utility Designation – Quality Level "B"**

L & S Diversified will field mark (paint & flags) all public sub-surface utility mains found excluding service lines, gravity sewer lines and irrigation, within the project limits shown above.

Route or Area: as requested by the client

A Sunshine 811 "Design" ticket will be requested for the areas described to determine the utility providers within the project limits and to notify them of the request for coordination with the L & S utility locator. These areas will be scanned for underground utilities using electronic detection devices and Ground Penetrating Radar (GPR). Any utilities detected and found within the project limits will be surface painted and flagged with the appropriate color as recognized by the National Utility Locating Contractors Association (NULCA), or if marked by others, will be verified by the L & S utility locator.

Underground utilities that are detectable by the above methods, where surface evidence exists or where plans are provided to L & S showing the locations thereof can be designated. However, some underground utilities may not be made of a conductive material or may not return a GPR echo and therefore cannot be designated with electronic prospecting equipment or GPR. Without surface evidence or existing plans, as provided to L & S, identification and designation of any utilities that might exist would then require soft excavation and would need to be determined by the client as additional services.

Aerial utilities and appurtenances, underground storm sewer structures or pipes, underground gravity sanitary manholes and pipes, gravity laterals and other services or the location of other underground objects such as underground fuel tanks, irrigation equipment and/or irrigation systems and their appurtenances are not included in the scope of this project.

Deliverables

Sunshine State 811 "Design" ticket will be requested and documentation of this and any information obtained from the utility companies, or their representatives will be provided, field sketches of the designated utilities and site photographs.

**Subsurface Utility Excavation – Quality Level "A"**

L & S will perform **up to twenty (20)** soft excavation test holes at positions determined by the client. A Sunshine 811 ticket request will be called to allow 72 hours in advance of the proposed excavation as is required by law. The utility at each position will be verified both horizontally and vertically up to a depth of approximately ten (10) feet. L & S is capable of soft excavating to a depth of six (6) feet and air probing to a depth of ten (10) feet. It is possible that ground water intrusion and/or soil conditions at any given position could prevent a clear identification of any utility or obstruction.

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The depth and size of each utility will be measured and noted on a Subsurface Utility Report for each position, and if visible, the composition of the material of the pipe will also be noted. However, the condition of the material will not be determined by L & S as this is not within our expertise. Each position will be restored to near pre-excavated condition with the excavated soil or like materials such as an asphalt or concrete patch.

**Deliverables**

Sunshine State 811 "Locate" ticket will be requested and documentation of this and any information obtained from the utility companies, or their representatives will be provided, field sketches of the designated utilities, site photographs, and test hole reports.

***The table below summarizes the costs associated with this proposal. Please review this information and let us know if you have any questions.***

| Description | Amount |
|---|---|
| 1-2 Person Survey Field Crew | $ 22,400.00 |
| Mapping Technician | $ 19,200.00 |
| Professional Surveyor and Mapper | $ 3,200.00 |
| PM Survey | $ 7,290.00 |
| SUE Coordinator | $ 5,320.00 |
| 1-2 Person SUE Field Crew | $ 21,700.00 |
| PM SUE | $ 2,160.00 |
| ***Estimated Time and Materials*** | ***$ 81,270.00*** |

**Schedule**

L & S Diversified will begin the Survey on the subject property within 5 working days after receipt of your executed Notice to Proceed (NTP). This does not apply if extensive title work is involved, extensive certification requirements are needed, or if an ALTA/ACSM Survey is required. Proposed fee and schedule shown hereon is valid for up to 45 days from the date of receipt. We prefer at least 48 hours of notice for scheduling of a field crew.

Due to the nature of the project and the ongoing development of the design, L&S Diversified and the design team will develop a realistic timeline based on each task for the project. The requested survey and/or SUE work will be performed as expeditiously as possible to keep the overall project schedule.

**Additional Services**

If the client desires to change or expand upon these proposed services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to commencing the

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additional work, and may be necessary for any of the following services which are not a part of this contract:

Locating and/or flagging Flood Zone Line or Normal High Water Line (NHWL), tidal records, or locating '0' or specific elevations, Research and ordering additional Maps, Records or Materials necessary for completing these specified tasks; client-imposed requirements not covered herein; Additional Certifications or Affidavits not specified herein; Elevation Certifications; Wetland Delineation or Location; sub-surface Excavation or Underground Utility Location; Extensive Title Review and Plotting of Easements; Offsite Surveys or Sketches; Vertical Topographic information unless outlined in this proposal; Requests by Third Parties (Buyer's Attorney, Seller's Attorney, Lender or Lender's Counsel, Real Estate Agents, Title Company Personnel, etc.) for additions, deletions or revisions to be made to the survey drawings or maps before or after initial submittal to client; Additional Meetings and Errands not covered herein which are necessary to complete these specified tasks; Client-Authorized on-site instruction given to field crew for extra field work not covered herein; Client-approved overtime; Additional ALTA Table A Items.

Reimbursables such as overnight mailings, sending electronic files, copying charges, blueprinting costs, plotting of extra drawings not covered herein, delivery, shipping, or rush charges, etc. will be billed as an Extra cost on a Time, Materials and Expense basis.

It may be necessary for the Project Manager to call the client to receive verification and authorization for Extra Costs stated above in the preceding paragraph, and may further require the client to sign an Additional Work Authorization Form for any out-of-scope requests.

All public entity or jurisdictional agency fees are to be paid directly by the client prior to obtaining approvals or permits. These fees include, but are not limited to, platting, impact, re-zoning, permitting, review and application fees. L & S Diversified has no control over the procedures of public entities or jurisdictional agencies, and therefore, cannot guarantee timing and outcome of permits and entitlements related to this site/project.

Thank you for this opportunity and we look forward to working with you on this exciting new project. Should you have any questions, please do not hesitate to call.

Sincerely,
**L & S Diversified, LLC**

Brad Alexander, PE, PSM May 17, 2023
Vice President

L & S Diversified, LLC

Principal
Sherry Lee Manor, PSM

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Casselberry, FL 32707
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| L&S Diversified | Service Items 101-117 | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Survey Crew (1-2) | Survey Crew (3) | SUE Crew (1-2) | SUE Crew (3) | | | | |
| Rates | $140.00 | $185.00 | $155.00 | $195.00 | | | | |
| | Hours | Hours | Hours | Hours | | | Subtotal - Hours | Subtotal - Fee |
| **Service Item** | | | | | | | | |
| 101 Survey Control | 24.00 | | | | | | 24.00 | $3,360.00 |
| 104 Topographic Survey | 60.00 | | | | | | 60.00 | $8,400.00 |
| 106 Tree Survey | 40.00 | | | | | | 40.00 | $5,600.00 |
| 107 Wetland Survey | 24.00 | | | | | | 24.00 | $3,360.00 |
| 108 Geotechnical Borings | 12.00 | | | | | | 12.00 | $1,680.00 |
| 115 Utility Designation | | | 60.00 | | | | 60.00 | $9,300.00 |
| 116 Utility Testholes | | | 80.00 | | | | 80.00 | $12,400.00 |
| | 160.00 | 0.00 | 140.00 | 0.00 | | | 300.00 | $44,100.00 |

| | Service Items 201-220 | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Mapping Technician | PSM | Survey PM | Survey Coord | SUE Coord | SUE PM | | |
| Rates | $100.00 | $160.00 | $135.00 | $95.00 | $95.00 | $135.00 | | |
| | Hours | Hours | Hours | Hours | Hours | Hours | Subtotal - Hours | Subtotal - Fee |
| **Service Item** | | | | | | | | |
| 201 Survey Control | 8.00 | 4.00 | 8.00 | | | | 20.00 | $2,520.00 |
| 206 Topographic Survey | 32.00 | 10.00 | 16.00 | | | | 58.00 | $6,960.00 |
| 208 Tree Survey | 12.00 | 2.00 | 10.00 | | | | 24.00 | $2,870.00 |
| 209 Wetland Survey | 8.00 | 2.00 | 10.00 | | | | 20.00 | $2,470.00 |
| 210 Geotechnical Borings | 8.00 | 2.00 | 10.00 | | | | 20.00 | $2,470.00 |
| 218 Utility Designation | 40.00 | | | | 40.00 | 12.00 | 92.00 | $9,420.00 |
| 219 Utility Testholes | 24.00 | | | | 16.00 | 4.00 | 44.00 | $4,460.00 |
| 215 Opinions and Reports | 60.00 | | | | | | 60.00 | $6,000.00 |
| | 192.00 | 20.00 | 54.00 | 0.00 | 56.00 | 16.00 | 338.00 | $37,170.00 |

| Reimbursables | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Quantity | | | | | | Rate | |
| Plotting (Bond Paper) 24" x 36" | | | | | | | $3.50 | $0.00 |
| Plotting (Bond Paper) 11"x 17" | | | | | | | $2.50 | $0.00 |
| Plotting (Bond Paper) Other | | | | | | | $1.50 | $0.00 |
| Color Printing/Copying 11"x 17" | | | | | | | $0.75 | $0.00 |
| Color Printing/Copy 8 1/2" x14" | | | | | | | $0.65 | $0.00 |
| Color Printing/Copy 8 1/2" x11" | | | | | | | $0.60 | $0.00 |
| B&W Print/Copy 11" x 17" | | | | | | | $0.70 | $0.00 |
| B&W Print/Copy 8 1/2" x 14" | | | | | | | $0.60 | $0.00 |
| B&W Print/Copy 8 /12" x 11" | | | | | | | $0.55 | $0.00 |
| USB | | | | | | | | $0.00 |
| Recording Fee | | | | | | | | $0.00 |
| Permits | | | | | | | | $0.00 |
| Maintenance of Traffic | | | | | | | | $0.00 |
| | | | | | | | | $0.00 |

**Total Fee** $81,270.00

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# L & S Diversified

Surveying and Mapping | Subsurface Utility Engineering | LiDAR

**May 17, 2023**

**Scott Richards, PE**
**Carollo Engineers**
**200 Robinson Street, Suite 1400**
**Orlando, FL 32801**

Subject: Winter Springs West WRF Replacement Project

Dear Scott,

We appreciate your consideration of L&S Diversified, LLC to provide professional surveying services for the above referenced project. Below we have outlined a proposed schedule of services and the associated fees for this project.

## SCOPE OF SERVICES

### Project Description

Carollo has been tasked with upgrading two (2) Water Reclamation Facilities (WRF's) located within the City of Winter Springs. L&S Diversified has performed previous survey and subsurface utility engineering service at both the East and West WRF sites for Carollo and the City of Winter Springs. Additional surveying and SUE services will be required each site to provide the design team with proper information for design and permitting the intended improvements. Below is a general scope of services that will be used on an as-needed basis.

### West WRF

- Additional topographic surveying in areas necessary for proposed improvements throughout the proposed project site.
- Additional Subsurface Utility Engineering within the area of the proposed improvements and at connection points to the existing infrastructure.
    - 10 test holes to be performed at location provide by the client.
- Additional off site Subsurface Utility Engineering
- Miscellaneous professional surveying services to include but not limited to:
    - Document review coordination.
    - Property staking and coordination.
    - Other professional surveying services as needed.

### Establish Survey Control

L & S Diversified shall establish horizontal and vertical control monuments to facilitate site engineering. The monuments shall be established so that there is clear line of site between them. Horizontal coordinates shall be referenced to Florida State Plane, North

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Principal
Sherry Lee Manor, PSM

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American Datum of 1983 (NAD83). Elevations shall be referenced to North American Vertical Datum of 1988 (NAVD88).

**Topographic, Tree, Wetland & Utility Survey**

L & S Diversified will provide all labor, equipment and resources necessary to research, locate and/or establish the required site control and perform a topographic and/or hydrographic survey.

**Topographic Survey:** RTK/GPS or conventional data acquisition at a **50-foot grid** within the project limits, **plus 10 feet outside project limits**; location and elevation of existing improvements and visible above ground utilities; and setting at least **5** site bench marks to facilitate engineering for the project site.

**Tree Survey:** the location and description of all specimen trees as required by client or municipality.

**Wetland Delineation Survey:** the location of wetland flags as established by an environmental engineer.

**Geotechnical Boring Survey:** the location of geotechnical borings as established by a geotechnical engineer.

**Sub-Surface Utility Survey:** the location and description of sub-surface utilities (paint & flags) as marked by L & S Diversified.

The topographic will be displayed at one foot contours and will be based on the North American Vertical Datum (NAVD) of 1988.

The Topographic Survey will be prepared in accordance with the State of Florida Standards of Practice Chapter 5J-17, Florida Administrative Code, as set forth by the Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

**Deliverables**
Survey in pdf and dwg format.

**Subsurface Utility Designation – Quality Level "B"**

L & S Diversified will field mark (paint & flags) all public sub-surface utility mains found excluding service lines, gravity sewer lines and irrigation, within the project limits shown above.

Route or Area: as requested by the client

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A Sunshine 811 "Design" ticket will be requested for the areas described to determine the utility providers within the project limits and to notify them of the request for coordination with the L & S utility locator. These areas will be scanned for underground utilities using electronic detection devices and Ground Penetrating Radar (GPR). Any utilities detected and found within the project limits will be surface painted and flagged with the appropriate color as recognized by the National Utility Locating Contractors Association (NULCA), or if marked by others, will be verified by the L & S utility locator.

Underground utilities that are detectable by the above methods, where surface evidence exists or where plans are provided to L & S showing the locations thereof can be designated. However, some underground utilities may not be made of a conductive material or may not return a GPR echo and therefore cannot be designated with electronic prospecting equipment or GPR. Without surface evidence or existing plans, as provided to L & S, identification and designation of any utilities that might exist would then require soft excavation and would need to be determined by the client as additional services.

Aerial utilities and appurtenances, underground storm sewer structures or pipes, underground gravity sanitary manholes and pipes, gravity laterals and other services or the location of other underground objects such as underground fuel tanks, irrigation equipment and/or irrigation systems and their appurtenances are not included in the scope of this project.

Deliverables

Sunshine State 811 "Design" ticket will be requested and documentation of this and any information obtained from the utility companies, or their representatives will be provided, field sketches of the designated utilities and site photographs.

**Subsurface Utility Excavation – Quality Level "A"**

L & S will perform **up to ten (10)** soft excavation test holes at positions determined by the client. A Sunshine 811 ticket request will be called to allow 72 hours in advance of the proposed excavation as is required by law. The utility at each position will be verified both horizontally and vertically up to a depth of approximately ten (10) feet. L & S is capable of soft excavating to a depth of six (6) feet and air probing to a depth of ten (10) feet. It is possible that ground water intrusion and/or soil conditions at any given position could prevent a clear identification of any utility or obstruction.

The depth and size of each utility will be measured and noted on a Subsurface Utility Report for each position, and if visible, the composition of the material of the pipe will also be noted. However, the condition of the material will not be determined by L & S as this is not within our expertise. Each position will be restored to near pre-excavated condition with the excavated soil or like materials such as an asphalt or concrete patch.

**Deliverables**

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Sunshine State 811 "Locate" ticket will be requested and documentation of this and any information obtained from the utility companies, or their representatives will be provided, field sketches of the designated utilities, site photographs, and test hole reports.

***The table below summarizes the costs associated with this proposal. Please review this information and let us know if you have any questions.***

| Description | Amount |
|---|---|
| 1-2 Person Survey Field Crew | $ 12,320.00 |
| Mapping Technician | $ 14,200.00 |
| Professional Surveyor and Mapper | $ 2,560.00 |
| PM Survey | $ 3,510.00 |
| SUE Coordinator | $ 2,660.00 |
| 1-2 Person SUE Field Crew | $ 9,300.00 |
| PM SUE | $ 1,620.00 |
| ***Estimated Time and Materials*** | ***$ 46,170.00*** |

**Schedule**

L & S Diversified will begin the Survey on the subject property within 5 working days after receipt of your executed Notice to Proceed (NTP). This does not apply if extensive title work is involved, extensive certification requirements are needed, or if an ALTA/ACSM Survey is required. Proposed fee and schedule shown hereon is valid for up to 45 days from the date of receipt. We prefer at least 48 hours of notice for scheduling of a field crew.

Due to the nature of the project and the ongoing development of the design, L&S Diversified and the design team will develop a realistic timeline based on each task for the project. The requested survey and/or SUE work will be performed as expeditiously as possible to keep the overall project schedule.

**Additional Services**

If the client desires to change or expand upon these proposed services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to commencing the additional work, and may be necessary for any of the following services which are not a part of this contract:

Locating and/or flagging Flood Zone Line or Normal High Water Line (NHWL), tidal records, or locating '0' or specific elevations, Research and ordering additional Maps, Records or Materials necessary for completing these specified tasks; client-imposed requirements not covered herein; Additional Certifications or Affidavits not specified herein; Elevation Certifications; Wetland Delineation or Location; sub-surface Excavation or Underground Utility Location; Extensive Title Review and Plotting of Easements;

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Offsite Surveys or Sketches; Vertical Topographic information unless outlined in this proposal; Requests by Third Parties (Buyer's Attorney, Seller's Attorney, Lender or Lender's Counsel, Real Estate Agents, Title Company Personnel, etc.) for additions, deletions or revisions to be made to the survey drawings or maps before or after initial submittal to client; Additional Meetings and Errands not covered herein which are necessary to complete these specified tasks; Client-Authorized on-site instruction given to field crew for extra field work not covered herein; Client-approved overtime; Additional ALTA Table A Items.

Reimbursables such as overnight mailings, sending electronic files, copying charges, blueprinting costs, plotting of extra drawings not covered herein, delivery, shipping, or rush charges, etc. will be billed as an Extra cost on a Time, Materials and Expense basis.

It may be necessary for the Project Manager to call the client to receive verification and authorization for Extra Costs stated above in the preceding paragraph, and may further require the client to sign an Additional Work Authorization Form for any out-of-scope requests.

All public entity or jurisdictional agency fees are to be paid directly by the client prior to obtaining approvals or permits. These fees include, but are not limited to, platting, impact, re-zoning, permitting, review and application fees. L & S Diversified has no control over the procedures of public entities or jurisdictional agencies, and therefore, cannot guarantee timing and outcome of permits and entitlements related to this site/project.

Thank you for this opportunity and we look forward to working with you on this exciting new project. Should you have any questions, please do not hesitate to call.

Sincerely,
**L & S Diversified, LLC**

Brad Alexander, PE, PSM May 17, 2023
Vice President

L & S Diversified, LLC

Principal
Sherry Lee Manor, PSM

489 SR 436, Suite 117
Casselberry, FL 32707
o 407.681.3836

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| L&S Diversified | Service Items 101-117 | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Survey Crew (1-2) | Survey Crew (3) | SUE Crew (1-2) | SUE Crew (3) | | | | |
| Rates | $140.00 | $185.00 | $155.00 | $195.00 | | | | |
| | Hours | Hours | Hours | Hours | | | Subtotal - Hours | Subtotal - Fee |
| **Service Item** | | | | | | | | |
| 101 Survey Control | 16.00 | | | | | | 16.00 | $2,240.00 |
| 104 Topographic Survey | 40.00 | | | | | | 40.00 | $5,600.00 |
| 106 Tree Survey | 12.00 | | | | | | 12.00 | $1,680.00 |
| 107 Wetland Survey | 12.00 | | | | | | 12.00 | $1,680.00 |
| 108 Geotechnical Borings | 8.00 | | | | | | 8.00 | $1,120.00 |
| 115 Utility Designation | | | 40.00 | | | | 40.00 | $6,200.00 |
| 116 Utility Testholes | | | 20.00 | | | | 20.00 | $3,100.00 |
| | 88.00 | 0.00 | 60.00 | 0.00 | | | 148.00 | $21,620.00 |

| | Service Items 201-220 | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Mapping Technician | PSM | Survey PM | Survey Coord | SUE Coord | SUE PM | | |
| Rates | $100.00 | $160.00 | $135.00 | $95.00 | $95.00 | $135.00 | | |
| | Hours | Hours | Hours | Hours | Hours | Hours | Subtotal - Hours | Subtotal - Fee |
| **Service Item** | | | | | | | | |
| 201 Survey Control | 6.00 | 2.00 | 4.00 | | | | 12.00 | $1,460.00 |
| 206 Topographic Survey | 24.00 | 8.00 | 10.00 | | | | 42.00 | $5,030.00 |
| 208 Tree Survey | 6.00 | 2.00 | 4.00 | | | | 12.00 | $1,460.00 |
| 209 Wetland Survey | 6.00 | 2.00 | 4.00 | | | | 12.00 | $1,460.00 |
| 210 Geotechnical Borings | 4.00 | 2.00 | 4.00 | | | | 10.00 | $1,260.00 |
| 218 Utility Designation | 24.00 | | | | 20.00 | 8.00 | 52.00 | $5,380.00 |
| 219 Utility Testholes | 12.00 | | | | 8.00 | 4.00 | 24.00 | $2,500.00 |
| 215 Opinions and Reports | 60.00 | | | | | | 60.00 | $6,000.00 |
| | 142.00 | 16.00 | 26.00 | 0.00 | 28.00 | 12.00 | 224.00 | $24,550.00 |

| Reimbursables | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Quantity | | | | | | Rate | |
| Plotting (Bond Paper) 24" x 36" | | | | | | | $3.50 | $0.00 |
| Plotting (Bond Paper) 11"x 17" | | | | | | | $2.50 | $0.00 |
| Plotting (Bond Paper) Other | | | | | | | $1.50 | $0.00 |
| Color Printing/Copying 11"x 17" | | | | | | | $0.75 | $0.00 |
| Color Printing/Copy 8 1/2" x14" | | | | | | | $0.65 | $0.00 |
| Color Printing/Copy 8 1/2" x11" | | | | | | | $0.60 | $0.00 |
| B&W Print/Copy 11" x 17" | | | | | | | $0.70 | $0.00 |
| B&W Print/Copy 8 1/2" x 14" | | | | | | | $0.60 | $0.00 |
| B&W Print/Copy 8 /12" x 11" | | | | | | | $0.55 | $0.00 |
| USB | | | | | | | | $0.00 |
| Recording Fee | | | | | | | | $0.00 |
| Permits | | | | | | | | $0.00 |
| Maintenance of Traffic | | | | | | | | $0.00 |
| | | | | | | | | $0.00 |

**Total Fee** $46,170.00

NADIC
ENGINEERING

May 30, 2023

**Carollo**
200 Robinson Street, Suite 1400
Orlando, FL. 32801

Attention: Mr. Brian Graham, PE.
*Chief Technologist / Vice President*

RE: Geotechnical Engineering Fee Proposal for
City of Winter Springs East WRF Improvements
NADIC Proposal No. PQ.GEO-CV23026

Dear Mr. Graham

**NADIC** is pleased to submit this fee estimates to provide geotechnical engineering services for the proposed improvements to the City of Winter Springs East Water Reclamation Facility (WRF). The city plans to improve the Esat WRF with construction of the following major unit processes and structures:

- Influent (headworks) structure
- Odor control pad for headworks
- Process basins (one three train basin with common walls)
- Two secondary clarifiers
- RAS/WAS pump station pad or structure
- Splitter box for secondary clarifiers
- A Disk filter structure
- Two common walled chlorine contact tanks with a transfer pump station
- Blower /electrical building
- Operations/admin building
- Miscellaneous chemical storage pads and pump stations

NADIC services for this project will consist of providing geotechnical engineering services for each of the process facilities and structures, including evaluation of existing subsurface conditions, foundation design recommendations and construction considerations.

## ***Geotechnical Project Approach***

The geotechnical engineering services will be provided in general accordance with the Winter Springs Public Works and Utilities Department requirements and guidelines. The geotechnical evaluation will begin with a review of all available project information, and the proposed geotechnical exploration program. Additional resources include the Seminole County Soil Survey, published Geological Surveys and bulletins, historical geotechnical/boring information within the project area and any other pertinent information that could be provided by the owner, including construction records. We will also conduct a field reconnaissance to assess conditions with respect to the anticipated geotechnical exploration, foundation design and project construction.

The geotechnical project approach presented herein briefly discusses our understanding of the project based on the project scope provided via email dated May 24th 2023. We understand that some of the proposed processes/structures will be constructed within areas that are currently wooded. Access to these locations may require access creation to allow dry rigs for site exploration.

Field reconnaissance trips will be conducted to evaluate maintenance of traffic (MOT) and property access concerns for the field exploration program.

The field-testing program will include Standard Penetration Test (SPT) boring. **NADIC** will stake the boring and obtain utility clearance prior to field exploration. Visual classification of retrieved soil samples will be performed in the laboratory by a geotechnical engineer in accordance with ASTM Standards. The engineer would select specimens for laboratory testing, which would be expected to include soil-gradation analyses, organic-content tests, natural-moisture-content tests, and Atterberg limits test series.

***Scope of Geotechnical Services***

We understand the project will consist of providing design level geotechnical services for the proposed WRF improvements. Based on this assumption, our understanding of the proposed project and experience with similar projects, our scope of services is provided below:

1. Coordination with Design Project Manager and attend project meetings, if necessary.
2. Coordination of boring locations, including field reconnaissance.
3. Mobilization of and mud bug mounted drill rigs and men.
4. Provide maintenance of Traffic (MOT) during the drilling operations.
5. Perform an exploration program consisting of:
    a. Influent (headworks) structure: A total of two (2) Standard Penetration Test (SPT) borings to depth of 30 feet below existing grade.
    b. Odor control pad for headworks: One (1) SPT boring to a depth of 25 feet below existing grade.
    c. Process basins (one three train basin with common walls): Four (4) SPT borings to depth of 40 feet below existing grade.
    d. Two secondary clarifiers: Two (2) SPT borings to depth of 50 feet below existing grade.
    e. RAS/WAS pump station pad or structure: One (1) boring to a depth of 30 feet below existing grade.
    f. Splitter box for secondary clarifiers: One (1) boring to a depth of 40 feet below existing grade.
    g. A Disk filter structure: One (1) boring to a depth of 30 feet below existing grade.
    h. Chlorine contact tanks with a transfer pump station: Two (2) boring to depth of 30 feet below existing grade.
    i. Blower /electrical building: One (1) boring to a depth of 25 feet below existing grade.
    j. Operations/admin building: One (1) boring to a depth of 25 feet below existing grade.
    k. Miscellaneous chemical storage pads and pump station: One (1) boring to a depth of 25 feet below existing grade.

6. Collect groundwater level measurement and estimate normal wet seasonal high groundwater level.
7. Perform visual soil classification as per ASTM D-3282 and D-2487.
8. Perform laboratory tests on selected representative soil samples. Laboratory test will include grain-size analyses, organic content, Atterberg limits, and moisture content tests.

Based on the results of the field exploration and laboratory visual classification, geotechnical engineering assessments regarding site suitability for the improvements will be formulated. The report will include the following:

1. Review of readily available published geologic and topographic information, including the appropriate Quadrangle Map published by the United States Geological Survey (USGS), the "Soil Survey of Seminole County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) and Site Historical geotechnical engineering reports and data
2. A Site Plan showing boring location
3. Report of Standard Penetration Test (SPT) Borings indicating the general subsurface conditions encountered at each proposed project site, noting any anomalies or features which could affect construction
4. Discuss groundwater conditions encountered and estimated seasonal high groundwater levels
5. Engineering evaluation of field and laboratory visual classification data as well as derivations of design soil parameters and an interpretation of the subsurface conditions with respect to the proposed maintenance construction
6. Discuss foundation system or alternative systems recommendation for consideration, including:
    a. Recommendation for allowable bearing pressures at the proposed bottom of the foundation elevations for shallow foundation. The reports shall include bearing pressures in terms of net allowable pressures. For purposes of this report, the net allowable bearing pressure is the ultimate pressure per unit area of the foundation that can be supported by the soil in excess of the pressure due to the surrounding soil at the foundation bearing level, divided by a factor of safety of 3
    b. Recommendation for foundation types such as slabs on grade, shallow spread footings, or deep foundations
    c. If deep foundation is the preferred option, recommendation for capacity based on skin friction, end bearing or both, with corresponding factors of safety. Recommendation will include pile driving criteria and methods to verify pile capacity during construction as well as soil parameters for lateral load analysis of deep foundations
    d. Pipe trench and backfill recommendations, if applicable
    e. Removal or treatment of unsuitable soils, if applicable
    f. Use of on-site soils for controlled fill, including compaction density requirements and moisture content criteria for use throughout the project
7. Temporary excavations, including recommended slopes, critical heights, etc., based on soil types, if necessary. Recommendation should include lateral earth pressures for design of substructure and retaining walls. Lateral earth pressures for both active and at-rest, and drained and submerged conditions should be provided
8. Recommended design parameters for retaining structures including friction coefficients

and passive pressure (if applicable) for calculating resistance against sliding
9. Dewatering recommendations based on soil types and groundwater levels, if necessary
10. Backfill and bedding recommendation, including on site material suitability and availability.
11. Identification of critical design or construction details, including groundwater levels (seasonal fluctuations) and influence of construction on adjacent structures.
12. Submit draft and final geotechnical reports.

The geotechnical investigations and analysis reports would contain the factual subsurface data including: the boring logs, detailed laboratory result sheets, and a summary of the laboratory data as well as evaluations and recommendations in the initial geotechnical report. The final evaluation shall be based on the actual design and shall consider both design parameters and constructability. If, in the opinion of the review professional, Consultant or CITY, additional geotechnical data is required for preparation of the final reports, the additional data shall be provided under an amendment to the subcontract. The final reports shall indicate the anticipated performance of the subsurface material to be encountered on the project both during and after construction, under the loading conditions, use, and types of excavations anticipated.

Proposed roadway soil survey and pavement evaluation are not included in this proposal. Also, this proposal does not include investigation for potential possible soil and groundwater contamination.

## Cost Estimate

In accordance with the proposed scope of services, we estimate the cost of Geotechnical Services to be **$44,906.22**

Additional work required beyond the scope of services not included in this proposal, or as caused by factors beyond NADIC's control, will be invoiced on a time and expense basis. Additional work will not be performed without prior authorization.

We sincerely appreciate the opportunity of submitting this proposal, and look forward to working with you, Carollo and the City of Winter Springs. Please do not hesitate to contact the undersigned if you have any questions or if you need additional information.

Sincerely,
**NADIC ENGINEERING SERVICES, INC.**

Godwin N. Nnadi, Ph.D., P.E.
Principal Engineer

Geotechnical\2023\CV23026 Winter Springs East WRF- May 30, 2023.pro

Attachment:
Geotechnical Fee Computation for East WRF Improvements – Time & Material

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST**
**WINTER SPRINGS EAST WRF**
**WINTER SPRINGS, FLORIDA**



| Component/Unit Description | UNIT | WEST WRF | QTY | RATE | WEST WRF | TOTAL COST |
|---|---|---|---|---|---|---|
| I. FIELD EXPLORATION: | | | | | | |
| 1. Crew & Equipment Mobilization: | | | | | | |
| 603-Mobilization Asphalt Coring Equipment | Ea. | | 0 | $380.00 | $0.00 | $0.00 |
| 612-Mobilization Drill Rig Truck Mount | Ea. | 1.0 | 1 | $550.00 | $550.00 | $550.00 |
| 610-Mobilization Drill Rig Track Mount | Ea. | | 0 | $3,000.00 | $0.00 | $0.00 |
| 614-Mobilization Mudbug/All Terrain Vehicle | Ea. | 1.0 | 1 | $750.00 | $750.00 | $750.00 |
| 706-MOT Portable Sign | Ea. | 2 | 2 | $55.00 | $110.00 | $110.00 |
| 700-MOT Arrow Board/Advance Warning Vehicle | Ea. | | 0 | $120.00 | $0.00 | $0.00 |
| 701-MOT Attenuator Truck/Energy Absorption Veh | Hr. | | 0 | $270.00 | $0.00 | $0.00 |
| 708-MOT Provide Channeling Devices - Cone | Ea. | | 0 | $6.00 | $0.00 | $0.00 |
| Clearing Equipment | Day | 1 | 1 | $2,400.00 | $2,400.00 | $2,400.00 |
| Chainsaw | Day | 2 | 2 | $70.00 | $140.00 | $140.00 |
| 712-MOT Support Vehicle | Hr. | 32 | 32 | $120.00 | $3,840.00 | $3,840.00 |
| GPS Rental | Day | 1 | 1 | $100.00 | $100.00 | $100.00 |
| 2. Standard Penetration Test Borings(ASTM D-1586): | | | | | | |
| 478-Geo SPT Truck/Mud Bug 0-50 Ft | LF | 580 | 580 | $22.00 | $12,760.00 | $12,760.00 |
| 479-Geo SPT Truck/Mud Bug 50-100 Ft | LF | | 0 | $24.50 | $0.00 | $0.00 |
| 480-Geo SPT Truck/Mud Bug 100-150 Ft | LF | | 0 | $40.00 | $0.00 | $0.00 |
| 3. Field Permeability Tests: | | | | | | |
| 432-Geo Field Permeability 0-10 Ft Open-End Borel | Ea. | | 0 | $371.00 | $0.00 | $0.00 |
| 4. Grout Boreholes: Truck/Mud Bug: | | | | | | |
| 440-Geo Grout Boreholes - Truck/Mud Bug 0-50 Ft | Hr. | 380 | 380 | $9.50 | $3,610.00 | $3,610.00 |
| 441-Geo Grout Boreholes - Truck/Mud Bug 50-100 | Hr. | | 0 | $10.50 | $0.00 | $0.00 |
| 5. Site Reconnaissance/Field Coordination: | | | | | | |
| a. - Engineer | Hr. | 2 | 2 | $98.34 | $196.68 | $196.68 |
| b. - Senior Engineering Technician | Hr. | 8 | 8 | $74.00 | $592.00 | $592.00 |
| 6. CBR/LBR Sample Collection: | Hr | | 0 | $74.00 | $0.00 | $0.00 |
| 7 Pavement Coring: | Ea. | | 0 | $280.00 | $0.00 | $0.00 |
| **Totals for Field Exploration** | | | | | **$25,048.68** | **$25,048.68** |
| II. LABORATORY TESTING: | | | | | | |
| 1. Visual - Engineer | hrs. | 6 | 6 | $98.34 | $590.04 | $590.04 |
| 2. Grain Size Analysis: | | | | | | |
| 822- Soils Particle Size Anlys AASHTO T88 (No H | Ea. | | 0 | $120.00 | $0.00 | $0.00 |
| 812 -Soils Material Finer then 200 Sieve FM 1 | Ea. | 23 | 23 | $55.00 | $1,265.00 | $1,265.00 |

**Nadic Engineering Services, Inc.**
**601 N. Hart Blvd.,**
**Orlando, FL. 32818**
**Phone: 407 521 4771**
**Fax: 407 521 4772**

| Component/Unit Description | UNIT | WEST WRF | QTY | RATE | WEST WRF | TOTAL COST |
|---|---|---|---|---|---|---|
| 819-Soil Organic Content Ignition FM 1-T 267 | Ea. | 8 | 8 | $55.00 | $440.00 | $440.00 |
| 826-Soil Plastic Limit & Plasticity Index AASHTO T | Ea. | 8 | 8 | $55.00 | $440.00 | $440.00 |
| 811-Soil Liquid Limit AASHTO T89 | Ea. | 8 | 8 | $55.00 | $440.00 | $440.00 |
| 817-Soils Moisture Content Laboratory AASHTO T | Ea. | 29 | 29 | $18.50 | $536.50 | $536.50 |
| 805-Soils Corrosion Series FM 5-550 through 5-553 | Ea. | 5 | 5 | $215.00 | $1,075.00 | $1,075.00 |
| 810-California Bearing Ration/Soil Limerock Bearin | Ea. | | 0 | $370.00 | $0.00 | $0.00 |
| **Totals for Laboratory Testing** | | | | | $4,786.54 | **$4,786.54** |
| III. ENGINEERING AND TECHNICAL SERVICES: | | | | | | |
| 1. Principal Engineer | hrs. | 10 | 10 | $214.35 | $2,143.50 | $2,143.50 |
| 2. Senior Project Manager | hrs. | 0 | 0 | $181.13 | $0.00 | $0.00 |
| 3. Senior Engineer | hrs. | 24 | 24 | $162.09 | $3,890.16 | $3,890.16 |
| 4. Engineer: | hrs. | 45 | 45 | $98.34 | $4,425.30 | $4,425.30 |
| 5. Senior Engineering Technician | hrs. | 36 | 36 | $74.00 | $2,664.00 | $2,664.00 |
| 6. Senior CADD/GIS Support | hrs. | 20 | 20 | $86.53 | $1,730.60 | $1,730.60 |
| 7. Secretarial/Clerical: | hrs. | 4 | 4 | $54.36 | $217.44 | $217.44 |
| **Totals for Engineering and Technical Services** | | | | | $15,071.00 | $15,071.00 |
| **Totals for all Services** | | | | | **$44,906.22** | **$44,906.22** |

**Nadic Engineering Services, Inc.**
**601 N. Hart Blvd.,**
**Orlando, FL. 32818**
**Phone: 407 521 4771**
**Fax: 407 521 4772**

NADIC
ENGINEERING

May 30, 2023

**Carollo**
200 Robinson Street, Suite 1400
Orlando, FL. 32801

Attention: Mr. Brian Graham, PE.
*Chief Technologist / Vice President*

RE: Geotechnical Engineering Fee Proposal for
City of Winter Springs West WRF Improvements
NADIC Proposal No. PQ.GEO-CV23027

Dear Mr. Graham

**NADIC** is pleased to submit this fee estimates to provide geotechnical engineering services for the proposed improvements to the City of Winter Springs West Water Reclamation Facility (WRF). The city plans to improve the Esat WRF with construction of the following major unit processes and structures:

- Influent (headworks) structure
- Odor control pad for headworks
- Process basins (one three train basin with common walls)
- Two secondary clarifiers
- RAS/WAS pump station pad or structure
- Splitter box for secondary clarifiers
- A Disk filter structure
- Two common walled chlorine contact tanks with a transfer pump station
- Blower /electrical building
- Operations/admin building
- Miscellaneous chemical storage pads and pump stations

NADIC services for this project will consist of providing geotechnical engineering services for each of the process facilities and structures, including evaluation of existing subsurface conditions, foundation design recommendations and construction considerations.

## ***Geotechnical Project Approach***

The geotechnical engineering services will be provided in general accordance with the Winter Springs Public Works and Utilities Department requirements and guidelines. The geotechnical evaluation will begin with a review of all available project information, and the proposed geotechnical exploration program. Additional resources include the Seminole County Soil Survey, published Geological Surveys and bulletins, historical geotechnical/boring information within the project area and any other pertinent information that could be provided by the owner, including construction records. We will also conduct a field reconnaissance to assess conditions with respect to the anticipated geotechnical exploration, foundation design and project construction.

The geotechnical project approach presented herein briefly discusses our understanding of the project based on the project scope provided via email dated May 24th 2023. We understand that some of the proposed processes/structures will be constructed within areas that are currently wooded. Access to these locations may require access creation to allow dry rigs for site exploration.

Field reconnaissance trips will be conducted to evaluate maintenance of traffic (MOT) and property access concerns for the field exploration program.

The field-testing program will include Standard Penetration Test (SPT) boring. **NADIC** will stake the boring and obtain utility clearance prior to field exploration. Visual classification of retrieved soil samples will be performed in the laboratory by a geotechnical engineer in accordance with ASTM Standards. The engineer would select specimens for laboratory testing, which would be expected to include soil-gradation analyses, organic-content tests, natural-moisture-content tests, and Atterberg limits test series.

***Scope of Geotechnical Services***

We understand the project will consist of providing design level geotechnical services for the proposed WRF improvements. Based on this assumption, our understanding of the proposed project and experience with similar projects, our scope of services is provided below:

1. Coordination with Design Project Manager and attend project meetings, if necessary.
2. Coordination of boring locations, including field reconnaissance.
3. Mobilization of and mud bug mounted drill rigs and men.
4. Provide maintenance of Traffic (MOT) during the drilling operations.
5. Perform an exploration program consisting of:
    a. Influent (headworks) structure: A total of two (2) Standard Penetration Test (SPT) borings to depth of 30 feet below existing grade.
    b. Odor control pad for headworks: One (1) SPT boring to a depth of 25 feet below existing grade.
    c. Process basins (one three train basin with common walls): Four (4) SPT borings to depth of 40 feet below existing grade.
    d. Two secondary clarifiers: Two (2) SPT borings to depth of 50 feet below existing grade.
    e. RAS/WAS pump station pad or structure: One (1) boring to a depth of 30 feet below existing grade.
    f. Splitter box for secondary clarifiers: One (1) boring to a depth of 40 feet below existing grade.
    g. A Disk filter structure: One (1) boring to a depth of 30 feet below existing grade.
    h. Chlorine contact tanks with a transfer pump station: Two (2) boring to depth of 30 feet below existing grade.
    i. Blower /electrical building: One (1) boring to a depth of 25 feet below existing grade.
    j. Operations/admin building: One (1) boring to a depth of 25 feet below existing grade.
    k. Miscellaneous chemical storage pads and pump station: One (1) boring to a depth of 25 feet below existing grade.

6. Collect groundwater level measurement and estimate normal wet seasonal high groundwater level.
7. Perform visual soil classification as per ASTM D-3282 and D-2487.
8. Perform laboratory tests on selected representative soil samples. Laboratory test will include grain-size analyses, organic content, Atterberg limits, and moisture content tests.

Based on the results of the field exploration and laboratory visual classification, geotechnical engineering assessments regarding site suitability for the improvements will be formulated. The report will include the following:

1. Review of readily available published geologic and topographic information, including the appropriate Quadrangle Map published by the United States Geological Survey (USGS), the "Soil Survey of Seminole County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) and Site Historical geotechnical engineering reports and data
2. A Site Plan showing boring location
3. Report of Standard Penetration Test (SPT) Borings indicating the general subsurface conditions encountered at each proposed project site, noting any anomalies or features which could affect construction
4. Discuss groundwater conditions encountered and estimated seasonal high groundwater levels
5. Engineering evaluation of field and laboratory visual classification data as well as derivations of design soil parameters and an interpretation of the subsurface conditions with respect to the proposed maintenance construction
6. Discuss foundation system or alternative systems recommendation for consideration, including:
    a. Recommendation for allowable bearing pressures at the proposed bottom of the foundation elevations for shallow foundation. The reports shall include bearing pressures in terms of net allowable pressures. For purposes of this report, the net allowable bearing pressure is the ultimate pressure per unit area of the foundation that can be supported by the soil in excess of the pressure due to the surrounding soil at the foundation bearing level, divided by a factor of safety of 3
    b. Recommendation for foundation types such as slabs on grade, shallow spread footings, or deep foundations
    c. If deep foundation is the preferred option, recommendation for capacity based on skin friction, end bearing or both, with corresponding factors of safety. Recommendation will include pile driving criteria and methods to verify pile capacity during construction as well as soil parameters for lateral load analysis of deep foundations
    d. Pipe trench and backfill recommendations, if applicable
    e. Removal or treatment of unsuitable soils, if applicable
    f. Use of on-site soils for controlled fill, including compaction density requirements and moisture content criteria for use throughout the project
7. Temporary excavations, including recommended slopes, critical heights, etc., based on soil types, if necessary. Recommendation should include lateral earth pressures for design of substructure and retaining walls. Lateral earth pressures for both active and at-rest, and drained and submerged conditions should be provided
8. Recommended design parameters for retaining structures including friction coefficients

and passive pressure (if applicable) for calculating resistance against sliding
9. Dewatering recommendations based on soil types and groundwater levels, if necessary
10. Backfill and bedding recommendation, including on site material suitability and availability.
11. Identification of critical design or construction details, including groundwater levels (seasonal fluctuations) and influence of construction on adjacent structures.
12. Submit draft and final geotechnical reports.

The geotechnical investigations and analysis reports would contain the factual subsurface data including: the boring logs, detailed laboratory result sheets, and a summary of the laboratory data as well as evaluations and recommendations in the initial geotechnical report. The final evaluation shall be based on the actual design and shall consider both design parameters and constructability. If, in the opinion of the review professional, Consultant or CITY, additional geotechnical data is required for preparation of the final reports, the additional data shall be provided under an amendment to the subcontract. The final reports shall indicate the anticipated performance of the subsurface material to be encountered on the project both during and after construction, under the loading conditions, use, and types of excavations anticipated.

Proposed roadway soil survey and pavement evaluation are not included in this proposal. Also, this proposal does not include investigation for potential possible soil and groundwater contamination.

## Cost Estimate

In accordance with the proposed scope of services, we estimate the cost of Geotechnical Services to be **$44,906.22**

Additional work required beyond the scope of services not included in this proposal, or as caused by factors beyond NADIC's control, will be invoiced on a time and expense basis. Additional work will not be performed without prior authorization.

We sincerely appreciate the opportunity of submitting this proposal, and look forward to working with you, Carollo and the City of Winter Springs. Please do not hesitate to contact the undersigned if you have any questions or if you need additional information.

Sincerely,
**NADIC ENGINEERING SERVICES, INC.**

Godwin N. Nnadi, Ph.D., P.E.
Principal Engineer

Geotechnical\2023\CV23026 Winter Springs West WRF- May 30, 2023.pro

Attachment:
Geotechnical Fee Computation for West WRF Improvements – Time & Material

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST**
**WINTER SPRINGS WEST WRF**
**WINTER SPRINGS, FLORIDA**



| Component/Unit Description | UNIT | WEST WRF | QTY | RATE | WEST WRF | TOTAL COST |
|---|---|---|---|---|---|---|
| I. FIELD EXPLORATION: | | | | | | |
| 1. Crew & Equipment Mobilization: | | | | | | |
| 603-Mobilization Asphalt Coring Equipment | Ea. | | 0 | $380.00 | $0.00 | $0.00 |
| 612-Mobilization Drill Rig Truck Mount | Ea. | 1.0 | 1 | $550.00 | $550.00 | $550.00 |
| 610-Mobilization Drill Rig Track Mount | Ea. | | 0 | $3,000.00 | $0.00 | $0.00 |
| 614-Mobilization Mudbug/All Terrain Vehicle | Ea. | 1.0 | 1 | $750.00 | $750.00 | $750.00 |
| 706-MOT Portable Sign | Ea. | 2 | 2 | $55.00 | $110.00 | $110.00 |
| 700-MOT Arrow Board/Advance Warning Vehicle | Ea. | | 0 | $120.00 | $0.00 | $0.00 |
| 701-MOT Attenuator Truck/Energy Absorption Veh | Hr. | | 0 | $270.00 | $0.00 | $0.00 |
| 708-MOT Provide Channeling Devices - Cone | Ea. | | 0 | $6.00 | $0.00 | $0.00 |
| Clearing Equipment | Day | 1 | 1 | $2,400.00 | $2,400.00 | $2,400.00 |
| Chainsaw | Day | 2 | 2 | $70.00 | $140.00 | $140.00 |
| 712-MOT Support Vehicle | Hr. | 32 | 32 | $120.00 | $3,840.00 | $3,840.00 |
| GPS Rental | Day | 1 | 1 | $100.00 | $100.00 | $100.00 |
| 2. Standard Penetration Test Borings(ASTM D-1586): | | | | | | |
| 478-Geo SPT Truck/Mud Bug 0-50 Ft | LF | 580 | 580 | $22.00 | $12,760.00 | $12,760.00 |
| 479-Geo SPT Truck/Mud Bug 50-100 Ft | LF | | 0 | $24.50 | $0.00 | $0.00 |
| 480-Geo SPT Truck/Mud Bug 100-150 Ft | LF | | 0 | $40.00 | $0.00 | $0.00 |
| 3. Field Permeability Tests: | | | | | | |
| 432-Geo Field Permeability 0-10 Ft Open-End Borel | Ea. | | 0 | $371.00 | $0.00 | $0.00 |
| 4. Grout Boreholes: Truck/Mud Bug: | | | | | | |
| 440-Geo Grout Boreholes - Truck/Mud Bug 0-50 Ft | Hr. | 380 | 380 | $9.50 | $3,610.00 | $3,610.00 |
| 441-Geo Grout Boreholes - Truck/Mud Bug 50-100 | Hr. | | 0 | $10.50 | $0.00 | $0.00 |
| 5. Site Reconnaissance/Field Coordination: | | | | | | |
| a. - Engineer | Hr. | 2 | 2 | $98.34 | $196.68 | $196.68 |
| b. - Senior Engineering Technician | Hr. | 8 | 8 | $74.00 | $592.00 | $592.00 |
| 6. CBR/LBR Sample Collection: | Hr | | 0 | $74.00 | $0.00 | $0.00 |
| 7 Pavement Coring: | Ea. | | 0 | $280.00 | $0.00 | $0.00 |
| **Totals for Field Exploration** | | | | | **$25,048.68** | **$25,048.68** |
| II. LABORATORY TESTING: | | | | | | |
| 1. Visual - Engineer | hrs. | 6 | 6 | $98.34 | $590.04 | $590.04 |
| 2. Grain Size Analysis: | | | | | | |
| 822- Soils Particle Size Anlys AASHTO T88 (No H | Ea. | | 0 | $120.00 | $0.00 | $0.00 |
| 812 -Soils Material Finer then 200 Sieve FM 1 | Ea. | 23 | 23 | $55.00 | $1,265.00 | $1,265.00 |

**Nadic Engineering Services, Inc.**
**601 N. Hart Blvd.,**
**Orlando, FL. 32818**
**Phone: 407 521 4771**
**Fax: 407 521 4772**

| Component/Unit Description | UNIT | WEST WRF | QTY | RATE | WEST WRF | TOTAL COST |
|---|---|---|---|---|---|---|
| 819-Soil Organic Content Ignition FM 1-T 267 | Ea. | 8 | 8 | $55.00 | $440.00 | $440.00 |
| 826-Soil Plastic Limit & Plasticity Index AASHTO ' | Ea. | 8 | 8 | $55.00 | $440.00 | $440.00 |
| 811-Soil Liquid Limit AASHTO T89 | Ea. | 8 | 8 | $55.00 | $440.00 | $440.00 |
| 817-Soils Moisture Content Laboratory AASHTO T | Ea. | 29 | 29 | $18.50 | $536.50 | $536.50 |
| 805-Soils Corrosion Series FM 5-550 through 5-553 | Ea. | 5 | 5 | $215.00 | $1,075.00 | $1,075.00 |
| 810-California Bearing Ration/Soil Limerock Bearin | Ea. | | 0 | $370.00 | $0.00 | $0.00 |
| **Totals for Laboratory Testing** | | | | | $4,786.54 | **$4,786.54** |
| III. ENGINEERING AND TECHNICAL SERVICES: | | | | | | |
| 1. Principal Engineer | hrs. | 10 | 10 | $214.35 | $2,143.50 | $2,143.50 |
| 2. Senior Project Manager | hrs. | 0 | 0 | $181.13 | $0.00 | $0.00 |
| 3. Senior Engineer | hrs. | 24 | 24 | $162.09 | $3,890.16 | $3,890.16 |
| 4. Engineer: | hrs. | 45 | 45 | $98.34 | $4,425.30 | $4,425.30 |
| 5. Senior Engineering Technician | hrs. | 36 | 36 | $74.00 | $2,664.00 | $2,664.00 |
| 6. Senior CADD/GIS Support | hrs. | 20 | 20 | $86.53 | $1,730.60 | $1,730.60 |
| 7. Secretarial/Clerical: | hrs. | 4 | 4 | $54.36 | $217.44 | $217.44 |
| **Totals for Engineering and Technical Services** | | | | | $15,071.00 | $15,071.00 |
| **Totals for all Services** | | | | | **$44,906.22** | **$44,906.22** |

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City of Winter Springs

# Design and Construction Services for the East & West Wastewater Treatment Facilities

December 11, 2023

carollo

# // Scope of Services

★ More than just “a design scope”

- Detailed **Design** Development
- **Permitting** Assistance
- **Contractor Selection** (CMAR – Construction Manager at Risk)
- Contractor (CMAR) **Coordination**
- Project **Funding** Support, Grant Research, and Grant Application
- **Community** Outreach/Public Involvement
- **Asset Management**
- Engineering **Services During Construction**
- **In-Field Construction Inspection** Services
- **Post-Construction Services** (i.e., start-up of the treatment facilities and operational support)

# // Scope of Services

## More than just the treatment basins

- Wastewater treatment plants
  - Headworks, odor control, biological treatment basins, sludge pumping systems, clarifiers, tertiary filters, chlorine disinfection system, etc.
  - All associated site civil, electrical, structural, geotechnical, survey, and environmental work
- Influent and effluent (reclaimed) pump stations
- Associated transfer pump stations
- Site storage
- Chemical building
- New electrical feed, distribution, and buildings
- New standby generation system
- Admin/operations building
- Education area (for school field trips, community visits, etc.)
- Parking lot, roads, stormwater, trees, etc.

# // Build for Today, Plan for Tomorrow

## Provide New Wastewater Facilities that…

- Are **reliable**
- **Operate** efficiently
- Meet current **regulations** (and can be modified to meet **future regulations**)
- Align with the City's **growth** and associated treatment **needs** (plans for **future population** growth)

- Provide operational support to **keep existing plants in compliance** during construction of existing plants

# // Schedule: a Phased/Overlapped Approach

1. Detailed Design
    - Begin at East WWTF with West WWTF to overlap/follow
        - *Phased design will allow for design efficiencies and savings*
2. CMAR Procurement
        - *Early CMAR procurement allows for continued maintenance and operation of the existing WWTF challenges while the new facilities are designed and constructed*
3. Permitting
4. Funding
5. Construction
    - Begin at East with West to overlap/follow
        - *Common design, common equipment → efficiencies and savings*

# // Engineering Cost Summary

| Project Phase/Task | Total Cost | % of Construction Cost* |
|---|---|---|
| Design Development | $ 6,277,918 | 7.0% |
| Management, Permitting, CMAR Selection Process | $ 1,086,897 | 1.2% |
| Funding, Public Involvement | $ 742,329 | 0.8% |
| **"Design Services" Total** | **$ 8,107,144** | **9%** |
| Engineering Services During Construction & Resident Inspection | $ 3,415,121 | 3.8% |
| Management, Funding, Public Involvement, Asset Management | $ 780,468 | 0.9% |
| **"Construction Services" Total** | **$ 4,195,589** | **4.7%** |
| Contingency | $ 615,357 | |
| **Total Cost** | **$ 12,918,090** | **14%** |

*Based off an estimated construction cost of $90,000,000.

# Thank You!

Build for today,
plan for tomorrow

NOTES:

1. AFTER NEW PROCESS EQUIPMENT IS IN SERVICE, STRUCTURES AND EQUIPMENT WITHIN THIS AREA CAN BE DEMOLISHED AS NEEDED. THIS AREA CAN BE USED FOR NEW OPERATION BUILDING AND PARKING, SLUDGE STORAGE AND HANDLING, ETC.
2. CONCEPTUAL YARD PIPING LAYOUT SHOWS JUST THE PRIMARY FLOW PATH THROUGH THE PLANT.

LEGEND:

1.5 MGD AADF

**Figure 20**
**SITE LAYOUT**
**1.5 MGD BNR**
**EAST WRF**

NOTES:

1. AFTER NEW PROCESS EQUIPMENT IS IN SERVICE, STRUCTURES AND EQUIPMENT WITHIN THIS AREA CAN BE DEMOLISHED AS NEEDED. THIS AREA CAN BE USED FOR NEW OPERATION BUILDING AND PARKING, SLUDGE STORAGE AND HANDLING, ETC.
2. CONCEPTUAL YARD PIPING LAYOUT SHOWS JUST THE PRIMARY FLOW PATH THROUGH THE PLANT.

LEGEND:

BUILD-OUT - 2.1 MGD AADF WITH AWT

**SITE LAYOUT**
**2.1 MGD BNR**
**EAST WRF**

Aerial Photography Source: FDOT APLUS March, 2019



carollo

SCALE
STORMWATER RETENTION POND
SLUDGE HOLDING TANK (TYP)
DEWATERING BUILDING AND MCC-2
RAS/WAS PUMP STATION
CLARIFIER (TYP)
PROPOSED PLANT PARCEL ±10 ACRES
SLUDGE PUMP STATION
5-STAGE BNR
EQUIPMENT LOT
CLARIFIER SPLITTER BOX
OFF-SPEC STORAGE POND
EXISTING PLANT SITE
ODOR CONTROL EQUIPMENT PAD
LIFT STATION #12
TRANSFER PUMP STATION
MAINTENANCE AND EQUIPMENT STORAGE BUILDING
CHLORINE CONTACT CHAMBER
SODIUM HYPOCHLORITE STORAGE AND PUMPING
OPERATIONS/OFFICE BUILDING
DISC FILTERS
GENERATOR AND FUEL STORAGE
BLOWER AND MCC-1 BUILDING
HEADWORKS STRUCTURE (SCREENS AND GRIT)
30' WIDE ROAD EASEMENT
GRIT PUMP STATION

NOTES:

1. AFTER NEW PROCESS EQUIPMENT IS IN SERVICE, THE MAJORITY OF STRUCTURES AND EQUIPMENT IN THIS AREA CAN BE DEMOLISHED AS NEEDED. SOME FACILITIES MAY REMAIN IN USE FOR OPERATIONS BUILDINGS, PARKING, SLUDGE STORAGE AND HANDLING, PONDS, ETC.
2. CONCEPTUAL YARD PIPING LAYOUT SHOWS JUST THE PRIMARY FLOW PATH THROUGH THE PLANT.

LEGEND:

BUILD-OUT - 1.5 MGD AADF WITH AWT

**FIGURE 19**
**SITE LAYOUT**
**1.5 MGD BNR**
**WEST WRF**

# REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Operational Review

## SUMMARY

Section 14.1 of the "Utilities Operation, Maintenance and Management Services" contract between the City of Winter Springs and Veolia Water requires an independent review of Veolia's performance. The review under this Scope of Services includes a review summary of 2023's operations and performance, and also kicks-off a monthly review of performance beginning in 2024. The intent of this review is to identify permit and contractual compliance, work practices, communication protocols, procedures and documentation, and operation and maintenance practices compared to industry practices. This review will occur throughout the year 2024 and costs $146,201.36.

## FUNDING SOURCE

## RECOMMENDATION

Staff recommends the Commission approve the scope of services and authorize the Interim City Manager and City Attorney to prepare and execute any and all applicable contract documents consistent with this agenda item.

Engineers...Working Wonders With Water®

200 East Robinson Street, Suite 1400, Orlando, Florida 32801

P. 407.478.4642 F. 407.478.4643

City of Winter Springs
Operational Review
December 2023

# SCOPE OF SERVICES

## PROJECT BACKGROUND AND DESCRIPTION

The City of Winter Springs (CITY) owns and operates a complete Utility consisting of water, wastewater, and reclaimed facilities. The CITY entered into a Utilities Operation, Maintenance and Management Services agreement with Veolia Water Services North America-South (VWNA) on October 21, 2019, for purposes of continued operation and maintenance of these facilities.

As required by Section 14.1 the Operational Contract, the CITY requests an operational review of the operation of the treatment and pumping facilities by VWNA. The intent of this review is to identify permit and contractual compliance, work practices, communication protocols, procedures and documentation, and operation and maintenance practices compared to industry practices.

Carollo Engineers, Inc. (CONSULTANT) shall provide the services described herein to CITY under the terms of the master contract. The scope of services for the CONSULTANT will include the tasks indicated below. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein, and are reflected in the attached project budget.

## SCOPE OF SERVICES

The scope of services to be provided as part of this project is summarized by the following tasks:

- Task 1 – Project Management
- Task 2 – Develop Review Procedure
- Task 3 – 2023 Annual Review
- Task 4 – 2024 Monthly Reviews
- Task 5 – 2024 Annual Summary Review
- Task 6 – As-Needed Support
- Task 7 – Deliverables

## TASK 1 – PROJECT MANAGEMENT

CONSULTANT will manage and implement the project and provide team coordination for the duration of the project. CONSULTANT will provide quality assurance/control of all deliverables.

## TASK 2 – DEVELOP MONTHLY REVIEW PROCEDURE

CONSULTANT will develop a Review Procedure that will be used to guide the annual and monthly reviews of the contract operations. The procedures will be based on lessons learned from previous years' reviews and will include procedures for reviewing monthly operating data (including SCADA data), FDEP DMR submittals, lab results and operator log-book entries. The Review Procedures will also include an outline of the format used to document the reviews conducted, including technical memorandum and presentation

formats. The Review Procedure will be used to complete the 2023 annual review and the monthly and annual summary reviews that will be conducted throughout 2024.

## TASK 3 – 2023 ANNUAL REVIEW

### Task 3.1 – Data Review

CONSULTANT will review the operational data that is generated by the SCADA system and stored in the SCADA historian. It is assumed that the data is being recorded in one-minute intervals which results in 525,600 records per facility per year. This data will be delivered to CONSULTANT following the end of the review period. CONSULTANT will review the data for each facility to determine the actions taken during periods of non-compliance and consistency with lab results, all reports submitted to FDEP, and operator's logbooks.

### Task 3.2 – Contract and Regulatory Compliance

CONSULTANT will review the contract between VWNA and CITY (specifically sections 3 through 6) and the following FDEP permits:

•Public Water Supply Permit #3590879

•NPDES Permit No. FLA011067 and associated reuse requirements (R-001, R-002 and R-003)

•NPDES Permit No. FLA011068 and associated reuse requirements (R-001)

CONSULTANT will compare requirements defined in the permits with lab results, recorded operator actions, documentation and FDEP reporting, and the operational data reviewed in Subtask 3.1.

### Task 3.3 – Work Practices

CONSULTANT will review scheduling, overtime, training, safety practices and construction management services. CONSULTANT will review these items to determine that the facilities are adequately staffed, workers are receiving proper training, are required to follow safe work practices and that personnel are not conflicted with multiple assignments.

### Task 3.4 – Communications Protocols, Practices and Documentation

CONSULTANT will review the communications protocols for effectiveness and how well these practices are being followed. CONSULTANT will review communication documentation to determine the effectiveness of VWNA's ability to retrieve information and verify notices and filings.

### Task 3.5 – Technical Memorandum and Council Presentation

CONSULTANT will prepare a Technical Memorandum (TM) following the outline developed in Task 2. This TM will be submitted to the City within two weeks following the receipt of the period end SCADA data, filed DMR and lab results. CONSULTANT will also prepare a presentation for the CITY Council following the outline developed in Task 2. CONSULTANT will be available to present the presentation to CITY Council within two weeks from receipt of period end SCADA Data, filed DMR and lab results.

## TASK 4 – 2024 MONTHLY REVIEWS

### Task 4.1 – Data Review

CONSULTANT will review the operational data that is generated by the SCADA system and stored in the SCADA historian. It is assumed that the data is being recorded in one-minute intervals which results in 43,200 records per facility per month. This data will be delivered to CONSULTANT following the end of the month. CONSULTANT will review the data for each facility to determine the actions taken during periods of non-compliance and consistency with lab results, all reports submitted to FDEP, and operator's logbooks.

### Task 4.2 – Contract and Regulatory Compliance

CONSULTANT will review the contract between VWNA and CITY (specifically sections 3 through 6) and the following FDEP permits:

•Public Water Supply Permit #3590879

•NPDES Permit No. FLA011067 and associated reuse requirements (R-001, R-002 and R-003)

•NPDES Permit No. FLA011068 and associated reuse requirements (R-001)

CONSULTANT will compare requirements defined in the permits with lab results, recorded operator actions, documentation and FDEP reporting and the operational data reviewed in Subtask 4.1.

### Task 4.3 – Work Practices

CONSULTANT will review scheduling, overtime, training, safety practices and construction management services. CONSULTANT will review these items to determine that the facilities are adequately staffed, workers are receiving proper training, are required to follow safe work practices and that personnel are not conflicted with multiple assignments.

### Task 4.4 – Communications Protocols, Practices and Documentation

CONSULTANT will review the communications protocols for effectiveness and how well these practices are being followed. CONSULTANT will review communication documentation to determine the effectiveness of VWNA's ability to retrieve information and verify notices and filings.

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CONSULTANT will prepare a Technical Memorandum (TM) following the outline developed in Task 2. This TM will be submitted to the City within two weeks following the receipt of the period end SCADA data, filed DMR and lab results. CONSULTANT will also prepare a presentation for the CITY Council following the outline developed in Task 2. CONSULTANT will be available to present the presentation to CITY Council within two weeks from receipt of period end SCADA Data, filed DMR and lab results.

## TASK 5 – 2024 ANNUAL SUMMARY REVIEW

Following completion of the twelfth monthly review in 2024, CONSULTANT will summarize the 12 monthly reviews into an annual summary. CONSULTANT will prepare a Technical Memorandum (TM) following the outline developed in Task 2. This TM will be submitted to the City within two weeks following the

completion of the twelfth monthly review. CONSULTANT will be available to present the presentation to CITY Council within two weeks following the completion of the twelfth monthly review.

## TASK 6 – AS-NEEDED SUPPORT

Based on the 2024 Monthly Review findings, CITY may wish to retain CONSULTANT to develop additional plans, manuals, or KPIs to improve facility operations, efficiency, and compliance. Examples of additional tasks that may arise from the monthly review findings, or suggested follow-up activities, include:

- Review the work order procedures to develop an effective Compliance support,
- FDEP outreach and communication,
- Protocol review

## TASK 7 – DELIVERABLES

Deliverables will be as defined in each task.

## CITY RESPONSIBILITIES/WORK ASSIGNMENT ASSUMPTIONS

Because of the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Services, or if the CITY desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the CITY and CONSULTANT. The following assumptions and CITY responsibilities apply to this project:

- The CONSULTANT shall be entitled to rely upon the accuracy of the data and information supplied by the CITY without independent review or evaluation.
- The CITY shall attend all site visits and meetings to maintain the progress of the project according to the schedule.
- The CITY will provide the CONSULTANT with access to treatment facilities for data gathering, data validation and the design process.
- The CITY will assist with data collection and site testing as necessary, including accompanying the CONSULTANT and leading operation of the facility.
- The CITY will provide all required information within the period established in the schedule contained in this Scope of Services. The schedule is based on timely receipt of data from the CITY.
- The CITY shall review Draft deliverables and provide comments to the CONSULTANT on a prompt basis.
- The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Scope of Work shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Scope of Work or the performance of the CONSULTANT's services hereunder.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational

factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.

## PROJECT SCHEDULE

The services described above are anticipated to be completed in accordance with the following summary. The CITY desires the project to be completed on a priority schedule and the CONSULTANT will make efforts to accelerate the project schedule where possible. However, there are many factors which may affect this overall schedule, and this will require prompt attention and involvement from the CITY to maintain project progress. The schedule below is the CONSULTANT's best estimate based on preliminary information, and may vary based upon available data, meeting schedules, and review periods. Unless noted otherwise, time durations listed below are weeks measured from the date upon which the CONSULTANT received the notice to proceed for the work.

| Task | Weeks from NTP |
|---|---|
| **1 – Project Management** | 4 |
| **2 – Review Procedure** | 6 |
| **3 – 2023 Annual Review** | 10 |
| **4 – 2024 Monthly Reviews** | * |
| **5 – 2024 Annual Summary Review** | 62 |
| **6 – As-Needed Support** | TBD |
| **7 - Deliverables** | * |

* two weeks following the receipt of the month end SCADA data, filed DMR and lab results.

## PROJECT FEE

Compensation for this scope of services will be based on a lump sum cost of $146,201.36 for Tasks 1 through 7. Exhibit B, attached, provides details of the compensation.

**City of Winter Springs**

## Operational Review

**Budget**

**EXHIBIT B**

| Task No. | Task Description / Project Role | | | | | | | | | | | | | | Other Direct Costs | | | | Task Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Staff Category | Principal Professional | Senior Prof ES VIII | Lead Proj Prof ES VII | Proj Prof ES VI | Proj Prof ES V | Prof ES IV | Prof ES III | Assist Prof ES II | Assist Prof ES I | Sr Technician ET VIII | Word Processing | Total Hours | Labor Cost | | | | | |
| | | $291.00 | $250.63 | $228.05 | $208.69 | $185.92 | $176.05 | $153.63 | $133.89 | $122.10 | $166.67 | $86.63 | | | | | | | |
| 1 | **Project Management** | **0** | **12** | **0** | **0** | **32** | **0** | **40** | **0** | **0** | **0** | **0** | **84** | **$15,102.20** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$15,102.20** |
| | Project Management, Communications and Meetings | 0 | 12 | | | 32 | | 40 | | | | | 84 | $15,102.20 | | | | | $15,102.20 |
| | | | | | | | | | | | | | 0 | $0.00 | | | | | $0.00 |
| 2 | **Review Procedure** | **8** | **8** | **0** | **0** | **16** | **0** | **48** | **0** | **0** | **0** | **0** | **80** | **$14,682.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$14,682.00** |
| | Develop Review Procedure | 8 | 8 | | | 16 | | 48 | | | | | 80 | $14,682.00 | | | | | $14,682.00 |
| | | | | | | | | | | | | | 0 | $0.00 | | | | | $0.00 |
| 3 | **2023 Annual Review** | **4** | **4** | **0** | **0** | **16** | **0** | **40** | **0** | **0** | **0** | **0** | **64** | **$11,286.44** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$11,286.44** |
| | Prepare 2023 Annual Review Findings | 4 | 4 | | | 16 | | 40 | | | | | 64 | $11,286.44 | | | | | $11,286.44 |
| | | | | | | | | | | | | | 0 | $0.00 | | | | | $0.00 |
| 4 | **2024 Monthly Reviews** | **12** | **12** | **0** | **0** | **48** | **0** | **192** | **0** | **0** | **0** | **0** | **264** | **$44,920.68** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$44,920.68** |
| | Conduct Monthly 2024 Reviews and Prepare Findings | 12 | 12 | | | 48 | | 192 | | | | | 264 | $44,920.68 | | | | | $44,920.68 |
| | | | | | | | | | | | | | 0 | $0.00 | | | | | $0.00 |
| 5 | **2024 Annual Summary Review** | **2** | **2** | **0** | **0** | **12** | **0** | **40** | **0** | **0** | **0** | **0** | **56** | **$9,459.50** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$9,459.50** |
| | Review O&M Practices at Five Facilities | 2 | 2 | | | 12 | | 40 | | | | | 56 | $9,459.50 | | | | | $9,459.50 |
| 6 | **As-Needed Support** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0.00** | **$15,000.00** | **$0.00** | **$0.00** | **$0.00** | **$15,000.00** |
| | | | | | | | | | | | | | 0 | $0.00 | $15,000.00 | | | | $15,000.00 |
| 7 | **Deliverables** | **14** | **14** | **0** | **0** | **56** | **0** | **84** | **0** | **0** | **0** | **56** | **224** | **$35,750.54** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$35,750.54** |
| | Deliverables | 14 | 14 | | | 56 | | 84 | | | | 56 | 224 | $35,750.54 | | | | | $35,750.54 |
| | | | | | | | | | | | | | 0 | $0.00 | | | | | $0.00 |
| | | | | | | | | | | | | | 0 | $0.00 | | | | | $0.00 |
| | **TOTALS** | **40** | **52** | **0** | **0** | **180** | **0** | **444** | **0** | **0** | **0** | **56** | **772** | **$131,201.36** | **$15,000.00** | **$0.00** | **$0.00** | **$0.00** | **$146,201.36** |

# REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Discussion on City Manager Selection Process

## SUMMARY

The City engaged Korn Ferry to conduct a national search for the next City Manager in June after the retirement of the previous City Manager on February 27, 2023. Applications closed on September 29, 2023 and the following five candidates were presented for consideration to the City Commission: Dale Dougherty, Christopher Edwards, Kathryn Matos, John McKinney, Christopher Miller

Each of the five candidates was interviewed during one of two City Commission Workshops held on Tuesday, October 17th and Saturday, October 21st. Each Commissioner scored the candidates in four categories: Interest and Passion regarding the position, Leadership Style, Staff Management, and Municipal Experience. Korn Ferry tallied the scores and they were presented at the October 30 Commission Special Meeting.

The Commission voted October 30, 2023 to move forward with scheduling in-person interviews with the two top-scoring candidates. The top scoring candidate, Dale Dougherty, withdrew from consideration and the Commission later met in-person with Christopher Miller on Monday, November 20, 2023 in a series of one-on-one meetings and a workshop luncheon.

This agenda item is an opportunity to further discuss Mr. Miller and take action or provide further direction regarding the selection of a City Manager.

Per the City Charter, Article V, Section 5.01:
"The city commission, by the affirmative vote of not less than four (4) commission members, shall appoint a city manager and fix the manager's compensation. The city manager shall be appointed solely on the basis of executive and administrative qualifications and shall serve at the pleasure of the commission."

## FUNDING SOURCE

## RECOMMENDATION

N/A

# REGULAR AGENDA ITEM 503

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Resolution 2023-37: Amending and Restating the City's Public Records Policy

## SUMMARY

Resolution 2023-37 updates and restates the City's Public Records Policy to primarily address recommendations from the State Auditor General regarding providing more detailed itemized documentation regarding estimated and actual time expended by the City to fulfill a public records request in instances when a requestor will be required to pay a deposit and fee to produce public records being requested. Florida law permits government agencies to require payment of a special service charge for extensive clerical and supervisory assistance and the use of extensive information technology to respond to public records requests. However, in most cases, the City has historically handled public records request without requiring payment of a fee because many responses take 30 minutes or less of staff time to complete. When a fee is required, the Clerk's office has provided the requestor with a written estimate and deposit and final invoice, but in all cases not to the level of detail recommended by the Auditor General. The proposed policy amendment standardizes a requirement for a more detailed itemized estimate and final invoice when a deposit and fee is required to produce public records as recommended by the Auditor General.

In addition to making several technical amendments to existing policy language for clarification purposes, a summary of the proposed substantive amendments to the City's public records policy are primarily as follows:

Add a statement recognizing that the term “public records” does not include personal records of City officials, employees, and contractors unrelated to the transaction of official business of the City of Winter Springs and thus, the personal record do not fall within the aforementioned definition of “public record.”

Add a statement recognizing that "[b]ased on the particular circumstances and the definition of “public record,” City officials and employees who post comments and emails relating to the transaction of City business on privately owned and operated website may be responsible for ensuring that the information is maintained in accordance with the Pubic Records Law.""

Clarify that when a public records requests take over thirty (30) minutes to complete,

the Custodian and any other City officers or personnel tasked with retrieving and reviewing responsive documents pursuant to a public records request shall keep a written log of all time spent performing work associated with responding to such request, so that the special service charge can be calculated.

Add a statement recognizing that courts have found that a reasonable time for a records custodian to handle a public record requests, as well as imposing a special service charge, includes: (i) determining whether requested records exist; (ii) locating public records; (iii) retrieving the public records; (iv) reviewing each record to determine whether to assert a public record, or portion thereof, is confidential or exempt from production; (v) redacting a public record if necessary; and (vi) scanning/copying the public records.

Add the following definitions:

"Special Service Charge" means a fee which may be required for public records requests which require more than thirty (30) minutes of staff time to complete. The special service charge may account for the cost of personnel labor and the cost of extensive information technology resources utilized to complete the request. The special service charge is separate and distinct from the actual cost of duplication and materials fee and more specifically described in the Policy.

"Clerical or supervisory assistance" (aka "labor") includes the labor required for determining what City personnel or contractor possess the requested records, if any; locating and retrieving the records; assessing whether any public record exemption or confidentiality provisions apply; redacting those portions of the records believed to be exempt or confidential; preparing and scanning/copying the records, if necessary; notifying the requestor; refiling the records; and making non-exempt or confidential records available for inspection and copying.

"Information technology resources" means any equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly connect, receive, assess, transmit, display, store, retrieve, record, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, or communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

Add the following sections:

Acknowledgment of Request. Upon receipt of a public records request, the Custodian shall provide a written response to the requestor acknowledging receipt of the request, including the date and time such request was received. The acknowledgment of receipt shall indicate that the Custodian, or designee, will review

the request and provide the responsive documents as soon as reasonably possible. The acknowledgment of receipt shall inform the requestor that an estimate of costs will be forwarded to the requestor before processing if any fees are to be charged related to the fulfillment of the request.

Cost Estimate and Payment of Deposit. Where, due to the nature or volume of requested records to be inspected or copied, more than thirty (30) minutes of City labor will be expended to comply with the request, the City will provide an itemized estimate to the requestor before pursuing the request. The estimate will include the estimated hours required to complete the request, the estimated special service charge for extensive labor and information technology resources, and actual duplication or other material costs. Processing of the records request will not begin until payment of a deposit consisting of 50% of the estimated cost of completing the request is received by the City. Payment is to be made and payable to the City of Winter Springs, 1126 E. State Road 434, Winter Springs, Florida 32708, Attn: City Clerk.

Final Invoice. Prior to distributing responsive records to the requestor when a fee is required by this Public Records Policy, the Custodian, or designee, shall provide the requestor with a final invoice detailing the actual cost of materials, the actual cost of duplication, and the actual special service charge to be imposed. The invoice shall provide a breakdown of the special service charge, including what individual was involved in the preparation of the response to the records request, how long each individual spent preparing the response to the records request, the hourly rate of each individual tasked with preparing the response to the records request, and the cost of any additional information technology resources expended. Payment of the final invoice shall be required before responsive records are provided to the requestor.

## FUNDING SOURCE

## RECOMMENDATION

Staff recommends the Commission approve Resolution 2023-37.

**RESOLUTION NO. 2023-37**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, AMENDING AND RESTATING THE CITY'S PUBLIC RECORDS POLICY WHICH WAS LAST AMENDED BY RESOLUTION 2013-07; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission of the City of Winter Springs previously adopted Resolution 2007-25 establishing an amended "Public Records Policy of the City of Winter Springs, Florida" ("the Policy"); and

**WHEREAS**, the City Commission of the City of Winter Springs subsequently adopted Resolution 2013-07, further amending the Public Records Policy of the City of Winter Springs, Florida; and

**WHEREAS,** the City desires to further update the Policy in order to provide more detailed procedures for processing public records requests; and

**WHEREAS**, the City Commission deems it is in the best interests of public health, safety, and welfare of the citizens of Winter Springs to adopt a revised public records Policy in order to provide the public with access to public records while at the same time safeguarding records and insuring the orderly function of the City of Winter Springs, Florida.

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

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

**Section 2. Amended and Restated Public Records Policy.** The City Commission of the City of Winter Springs hereby amends and restates the City's Public Records which was last amended by Resolution No. 2013-07 as follows:

**PUBLIC RECORDS POLICY OF THE CITY OF WINTER SPRINGS, FLORIDA.**

**A) SHORT TITLE** This resolution and any amendments or modifications thereto shall be known and cited as "the Public Records Policy of the City of Winter Springs, Florida."

**B) APPLICATION** This policy shall uniformly apply to all requests for public records made to the City and its departments, personnel and officials.

**C) PURPOSE** The purpose of this Policy is to comply with the public records law of the State of Florida and to set forth policy and procedures for providing public accessibility to public records while at the same time safeguarding the public records from alteration, damage, theft, or destruction.

**D) POLICY** It is the policy of the City of Winter Springs that all public records, except those made exempt or confidential by law, shall at all times be open for inspection, examination, or copying by any person in accordance with Chapter 119, Florida Statutes, and the public records policy of the City of Winter Springs. The City will endeavor to produce all public records requested regardless of the number of documents involved or possible inconvenience to the City. A request for public records may be made verbally or in writing.

**E) DEFINITIONS** The following words used herein shall have the meaning ascribed below:

1. "Actual Cost of Duplication" means the cost of the material and supplies used to duplicate the public record, but does not include the clerical or supervisory assistance (labor) or overhead cost associated with such duplication.

2. "Custodian" means any person who has supervision and control over a public record or legal responsibility for its care, keeping or guardianship including, but not limited to, the City Clerk and the department custodian required herein. Each official and employee is the custodian of his or her own public records including any public records created or existing on the official's or employee's personal mobile device or other personal property, such as a computer.

3. "Clerical or supervisory assistance" (aka "labor") includes the labor required for determining what City employee, official or contractor possess the requested records, if any; locating and retrieving the records; assessing whether any public record exemption or confidentiality provisions apply; redacting those portions of the records believed to be exempt or confidential; preparing and scanning/copying the records, if necessary; notifying the requestor; refiling the records; and making non-exempt or confidential records available for inspection and copying.

4. "Information technology resources" means any equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly connect, receive, assess, transmit, display, store, retrieve, record, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, or communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

5. "Person" or "Individual" means a human being, corporation, company, government agency, association, trust, contractor, business, or any other legal entity.

6. "Public Records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other materials, regardless of

physical form, characteristics, or means of transmission made or received pursuant to law or ordinance or in connection with the transaction of official business by the City of Winter Springs. The term "public record" is not limited to traditional written documents. The term "public records" does not include personal records of City officials, employees, and contractors unrelated to the transaction of official business of the City of Winter Springs and thus, personal records do not fall within the aforementioned definition of "public record."

7. "Special Service Charge" means a fee which may be required for processing a public records requests which requires more than thirty (30) minutes of staff time to complete in accordance with this Policy. The special service charge may account for the cost of clerical or supervisory assistance and the cost of extensive information technology resources utilized to complete the request. The special service charge is separate and distinct from the actual cost of duplication and materials fee, and is more specifically described in Section K) 2. of this Policy.

## F) GENERAL GUIDELINES

1. All Custodians shall permit the inspection and examination of public records by any person at any reasonable time, under reasonable conditions, and under supervision of the Custodian of the public record or the Custodian's designee, except for those exemptions provided by law. The identity of the Custodian's designee shall be disclosed to the person requesting to inspect or copy public records. All Custodians or their designees shall acknowledge requests to inspect or copy records promptly and respond to such requests in good faith. A good faith response includes making reasonable efforts to determine from other officers or employees whether such a record exists and, if so, the location at which the record can be inspected.

(a) **Acknowledgment of Request.** Upon receipt of a public records request, the Custodian shall provide a written response to the requestor acknowledging receipt of the request, including the date and time such request was received. The acknowledgment of receipt shall indicate that the Custodian, or designee, will review the request and provide the responsive documents as soon as reasonably possible. The acknowledgment of receipt shall inform the requestor that an estimate of costs will be forwarded to the requestor before processing if any fees are to be charged related to the fulfillment of the request.

(b) **Reasonable Time.** An automatic delay in producing public records shall not be imposed before allowing access to public records. However, the Custodian shall be allowed a reasonable time to: (i) determine whether requested records exist; (ii) locate records; (iii) retrieve the public records; (iv) review each record to determine whether to assert a public record, or portion thereof, is confidential or exempt from production; (v) redact a public record if necessary; and (vi) scan/copy the public records. If satisfying the request immediately would unduly interfere with conducting official City business or the operation of the department, however, the Custodian will arrange, if feasible and to the extent agreeable with the requestor, a mutually satisfactory time for fulfilling the request. If a mutually acceptable time is not agreeable, the Custodian shall fulfill the request as soon as possible in accordance with this Policy. This will vary according to the circumstances of the request for public records including, but not limited to, the number of records requested and reviewed, the time it takes to determine whether the requested records exist, the

number of years of public records requested and reviewed, the department's filing system, storage of records, timely receipt of a deposit for estimated time expended to handle the public records request, copy charges and actual cost of duplication, and any other factor affecting the location, retrieval and scanning/copying of public records.

(c) **Cost Estimate and Payment of Deposit.** Where, due to the nature or volume of requested records to be inspected or copied, more than thirty (30) minutes of City labor will be expended to comply with the request, the City will provide an itemized estimate to the requestor before pursuing the request. The estimate will include the estimated hours required to complete the request, the estimated special service charge for clerical and supervisory labor and information technology resources, and actual duplication or other material costs. Processing of the records request will not begin until payment of a deposit consisting of 50% of the estimated cost of completing the request is received by the City. Payment is to be made and payable to the City of Winter Springs, 1126 E. State Road 434, Winter Springs, Florida 32708, Attn: City Clerk.

(d) **Reasonable Conditions.** The Custodian shall neither prohibit the inspection and copying of public records nor create burdensome constraints designed to preclude such inspection and copying. Notwithstanding, the Custodian shall, as circumstances dictate, take appropriate and reasonable steps that would permit the Custodian to protect public records from alteration, damage, theft or destruction.

2. Custodians should be familiar with the following requirements of the Florida Public Records law when a public records request is made to inspect or copy a record and the Custodian should advise the public of the same when appropriate:

(a) Individuals are not required to identify themselves or make the request in person, in writing or any other particular format, nor give a reason for such request;

(b) Individuals may not be denied access to public records due to the lack of specifics of the record they wish to inspect or copy;

(c) Public records on computers, personal mobile devices, or other communication devices are governed by the same rule as written documents and other public records. Information stored on a computer, personal mobile device, or other communication devices are as much a public record as a written page or a tabulation in a file stored in a file cabinet.

(d) Custodians are not required to verbally give out information contained in a public record or required to provide analysis or answer questions regarding the records produced. Custodians also are not required to create a public record that does not exist. The Custodian's obligation is to provide access to, or copies of, the public records being requested.

(e) Custodians are not required to produce records in a particular form or format as demanded by the requestor, nor tailored to the requestor's specific needs. If a particular form or format of a public record does not exist because it is not ordinarily created, filed, produced,

maintained, or used in that form by the City, a Custodian is not required, upon request, to create that public record in such form or format.

(f) If any attorney requests to inspect or copy public records regarding a pending lawsuit, proceeding, claim or dispute with the City, the opposing attorney should be coordinating the public records requests through the City Attorney under applicable Florida Bar Rules. Therefore, the City Attorney shall be promptly contacted and advised of the request if the attorney submitted the request directly to City staff. The City Attorney will help coordinate the City's response to the request to the extent deemed necessary by the City Attorney. In situations involving potential or actual litigation, administrative proceedings, or any form of actual dispute involving the City or its officials or employees, the City Attorney's office shall be notified and at the discretion of the City Attorney, either act as a liaison and/or provide guidance to the Custodian for purposes of coordinating the public records production, examination, or inspection with the opposing counsel or the adverse party and the Custodian.

(g) A special service charge or fee may not be imposed for the mere inspection and examination of public records by the general public unless the nature or volume of the public records to be inspected is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance to determine whether public records exist, locate records, retrieve the public records and review each record to determine whether to assert a public record, or portion thereof, is confidential or exempt from production and scan/copy the public records. As set forth in this public records policy, a special service charge or fee shall be required when extensive use of information technology resources or extensive clerical or supervisory assistance is required to determine whether public records exist, locate records, retrieve the public records and review each record to determine whether to assert a public record, or portion thereof, is confidential or exempt from production, and scan/copy the public records. A special service charge shall not be imposed when completing a public records request takes less than thirty (30) minutes of the City's time.

(h) Custodians should advise those individuals requesting copies of public records that may be copyrighted that copying and utilizing such records may be subject to federal copyright laws and penalties.

(i) Based on the particular circumstances and the definition of "public record," City officials and employees who post comments and emails relating to the transaction of City business on privately owned and operated website may be responsible for ensuring that the information is maintained in accordance with the Pubic Records Law.

3. If a public records request is insufficient to identify the records sought, the Custodian shall promptly notify the requestor that more information is needed in order to produce the records.

4. If any requesting party fails to respond to inquiries for clarification, cost estimates, or any other communication from the City for thirty (30) business days, the request will be closed. A non-responsive request may be resubmitted and will be processed as a new request.

**G) DESIGNATED CUSTODIANS**

1. Each official and employee is the Custodian of his or her own public records, including but not limited to, any public records created or existing on his or her computer, personal mobile device, and any other communication device. As such, each official and employee is responsible for maintaining his or her own public records and complying with the Public Records laws. To that extent, each official and employee shall have full authority to manage and coordinate the inspection and/or copying of public records requested consistent with this Policy. If the official or employee is not available or is no longer employed by the City, the department director shall be responsible for ensuring that the request to inspect and/or copy public records is handled in a timely fashion.

2. The City Clerk is hereby designated the Custodian of public records generated and received by the Mayor and City Commission as a governing body, and insofar as practicable, the Custodian of vital, permanent, or archival records of the City and records generated and received by the Mayor and City Commissioners in their respective official capacities. The City Clerk shall also assist in coordinating city-wide public records that are either made directly through the City Clerk's office or as directed by the City Manager.

3. The City Manager and each department director of the City shall be responsible for appropriate handling of all public records requested from ~~for~~ their respective office or departments and the City Manager and each director may designate an assistant within their office or department for purposes of implementing this Policy.

**H) <u>PROCEDURE</u>**

1. All requests to inspect, produce and copy public records shall be managed and handled by the Custodian in accordance with this public records policy.

2. The City Clerk shall create and maintain a public records log for noting requests made for public records, the date and time of the request, the information requested, the date and time the request was completed, fees and special service charges (if any), and any other information deemed pertinent by the Clerk to efficiently manage public records requests. Public records requests received by Custodians other than the City Clerk shall forward the public records request to the Clerk for inclusion in the public records log.

3. Where public records requests take over thirty (30) minutes to complete, the Custodian and any other City officers or personnel tasked with retrieving and reviewing responsive documents pursuant to a public records request shall keep a written log of all time spent performing work associated with responding to such request, so that the special service charge can be calculated and documented.

4. Should the City Clerk receive a city-wide request for public records either directly or at the direction of the City Manager, if said records are not on file with or readily available to the City Clerk, the City Clerk shall forward said request to the affected department, official, contactor

or employee and the department's Custodian, official, employee or contractor shall be responsible for retrieving and/or scanning/copying the public records and forwarding them to the City Clerk in accordance with this public records policy.

5. To the extent feasible and in order to avoid disrupting the day-to-day operations of City business, the City Manager shall establish a designated area or areas at City Hall and the Police Department, for the purpose of safeguarding public records from alteration, damage, theft, or destruction and allowing the general public the opportunity to inspect public records.

6. Should any person making a request for public records from any department, official, contractor or employee of the City feel that the department, official, contractor or employee has restricted or circumvented their right to inspect and/or copy public records, said person shall make their request to the City Manager for resolution.

7. The Mayor/City Commission, City Manager, and City Attorney will be advised immediately of any formal citizen or news media complaints and lawsuits filed against the City regarding access to public records.

## I) EXEMPT AND CONFIDENTIAL RECORDS

1. Florida law provides that some public records are confidential and/or exempt from public records disclosure. It is the policy of the City of Winter Springs that exempt and confidential public records shall not be disclosed to the public in accordance with the requirements of law. All Custodians shall take reasonable steps to ensure that exempt and confidential records are not improperly released to the public.

2. The City of Winter Springs "Request for Confidentiality" form shall be made available to individuals seeking to make confidential those public records of the City which contain certain personal identifying information which is exempt from disclosure pursuant to Chapter 119, Florida Statutes. City employees shall complete said "Request for Confidentiality" form annually to assist the City in meeting its statutory obligation to keep the personal identifying information of its employees confidential and exempt from disclosure where provided by law. Completed "Request for Confidentiality" forms shall be notarized and submitted to the Office of the City Clerk for processing.

3. Any Custodian who has a question regarding whether a certain public record, or portion thereof, is exempt or confidential should address the matter with their department director. If the department director cannot determine whether the public record is exempt or confidential, the City Clerk should be contacted to address the matter. If the City Clerk cannot make such a determination, the City Attorney shall be contacted to determine whether a public record should be declared by the City to be exempt from public records disclosure or confidential. A record referred to the City Attorney for review shall not be made public until the City Attorney has made a final determination of the legal questions presented. The City Attorney shall review all public records requests which present a legal question as to whether a record contains information which is confidential or exempt.

4. If the Custodian asserts that a record, or part of a record, is exempt or confidential from public records disclosure, the Custodian shall deny the public records request and state to the requestor the basis of the exemption which the Custodian believes is applicable to the record, including the statutory citation to the exemption. Additionally, upon request by the requestor, the Custodian shall state in writing and with particularity the reasons for asserting the exemption and denying the public records request.

5. If the Custodian asserts that only a portion of a record is exempt or confidential, the Custodian shall delete or redact the exempt or confidential portion of the record and produce the remainder of the record which is not exempt or confidential. A Custodian may comply with this subsection by using any reasonable method which maintains and does not destroy the exempted portion while allowing public inspection of the nonexempt portion.

6. Any public record related to a federal agency which contains information that is suspected of being confidential, and said record is deemed public and open for inspection and copying by Florida law, should be examined to determine whether a federal statute (i.e. The Freedom of Information Act, U.S.C. Section 552) requires the particular information to be exempt from public disclosure.

## J) VOICE MAIL AND PERSONAL MOBILE DEVICES/COMPUTERS

1. Voice mail messages and other similar kind of electronic transitory messages are intended to be brief, transitory messages instead of non-transitory messages, and therefore transitory voice mail messages and other similar kind of electronic transitory messages need to be retained by a City employee or official only until obsolete, superseded, or the administrative value is lost. Land-line voice mail messages on the City's phone system are not required to be retained for longer than ten (10) days. In the event an employee or official receives a non-transitory voice mail message or a transitory voice mail message on his/her mobile device or land-line that will not be obsolete within ten (10) days, the recipient shall be responsible for retaining the content in accordance with the Public Records Law.

2. City business transacted on a personal mobile device or computer may be subject to disclosure under the Public Records laws. Furthermore, transacting City business on a personal mobile device or computer may result in a request to inspect the personal mobile device/computer or its contents, thereby placing in jeopardy the privacy of communications that do not meet the definition of a "public record" under the Public Record Law. If an employee/official decides to use his/her personal mobile device or computer to transact City business, it shall be the employee's/official's responsibility to take all appropriate steps at his or her own cost and discretion to ensure that any public record generated on such device or computer is retained consistent with the Public Record Law so that, if necessary, the public record may be produced for inspection and/or copying upon request. However, nothing in this subparagraph shall be construed or interpreted to mean that an employee/official who uses a personal mobile device or computer to conduct City business forfeits any individual rights to protect against or prevent the disclosure

of communications that the employee/official believes do not meet the definition of a "public record."

**K) FEES**

1. **Copying.** If documents are requested in hard copy or disc format, they may be provided upon payment upon the actual duplication and material costs. Any person requesting copies of public records shall be charged fee for the actual cost of copying and duplication and material costs, as follows:

(a) Fee for Duplication of Public Records:

| Format: | Cost Per Page: |
|---|---|
| 14"x8-1/2" or less - one sided | $0.15 |
| 14"x8-1/2" or less - two sided | $0.20 |
| 11"x17" | $0.25 |
| 14-7/8"x11" (greenbar, computer) | $0.25 |
| All other printed copies | Actual cost of duplication |
| Tapes/Disks | Actual cost of duplication |

(b) Fee for Certified Copies:

In addition to material costs and the actual cost of duplication, a $1.00 fee shall be charged for each certified copy of a public record.

2. **Special Service Charge for Extensive Clerical or Supervisory Assistance or Extensive Use of Information Technology Services.**

(a) If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance, in addition to the actual cost of duplication, a special service charge may be imposed. The actual charge shall be reasonable and based upon the labor costs actually incurred or attributable to the City for the clerical and supervisory assistance required to respond to the public records request. This charge is separate from and in addition to the actual duplication and material cost and the costs related to the extensive use of information technology services.

(b) The amount to be charged shall reflect the actual hourly rate of the individual providing the service. If the individual is a City employee, the hourly rate shall be calculated based on the employee's current salary and benefits, and if the individual is a City contractor, the hourly rate shall be the current hourly rate actually invoiced the City by the contractor for the individual providing the service. In keeping with the City of Winter Springs' commitment to provide open access to public records, there will be no special service charge for requests requiring thirty (30) minutes or less in actual labor. However, when a person requests

public records which require more than thirty minutes in actual labor, or repeated requests totaling more than thirty minutes within a one calendar week period (seven consecutive days starting on Sunday) or extensive use of information technology, the person will be charged for all time expended above thirty minutes and the cost related to the extensive use of information technology. Based upon the labor to provide the service, the cost of scanning/copying, and cost related to the extensive use of information technology, a reasonable deposit of 50% of the estimated cost to process the request will be collected in advance prior to the City expending additional labor and cost to complete the request, and the remaining actual cost balance must be received from the requestor prior to delivery of the records. Monies collected by the City exceeding the actual cost of assistance and scanning/copying shall be returned to the person requesting the public records.

3. **De minimis public service exceptions.** Nothing herein shall prohibit the City from providing free copies of public records to the news media, government agencies, and public service charitable groups for purposes of disseminating information to the public, such as, copies of City newsletters, City Commission and other City board agendas, and press releases.

4. **Final Invoice.** Prior to distributing responsive records to the requestor when a fee is required by this Public Records Policy, the Custodian, or designee, shall prepare and provide the requestor with a final invoice detailing the actual cost of materials, the actual cost of duplication, and the actual special service charge to be imposed. The invoice shall provide a breakdown of the special service charge, including what individual was involved in the preparation of the response to the records request, how long each individual spent preparing the response to the records request, the hourly rate of each individual tasked with preparing the response to the records request, and the cost of any additional information technology resources expended. Payment of the final invoice shall be required before responsive records are provided to the requestor. The City Clerk will maintain a file of fee estimates and final invoices until disposed of in accordance with Section L of this Policy.

## L) DESTRUCTION OF PUBLIC RECORDS

Pursuant to the requirements of section 119.041, Florida Statutes, the Custodian, in coordination with the City Clerk to the extent necessary, shall systematically dispose of public records no longer needed by the City, in accordance with the records and information management program of the State Library & Archives of Florida of the Department of State.

## M) RELATIONSHIP TO FLORIDA AND FEDERAL PUBLIC RECORDS LAWS

Nothing herein is intended in any way to conflict with or abrogate chapter 119, Florida Statutes, or any other applicable Florida or federal laws. In the event of any conflict between this Policy and any Florida or federal law, the conflicting provision of the Florida or federal law shall prevail and apply.

**Section 4. Repeal of Prior Inconsistent Resolutions.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict. In addition, Resolution No. 2013-07 is hereby expressly repealed and superseded by this Resolution.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

**Section 6. Effective date.** This Resolution shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida.

**DONE AND ADOPTED** in regular session of the City Commission of the City of Winter Springs, Florida, this 11th day of December, 2023.

_____
**KEVIN McCANN, Mayor**

**ATTEST:**

_____
**CHRISTIAN GOWAN, City Clerk**

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

_____
**ANTHONY A. GARGANESE, City Attorney**

# REGULAR AGENDA ITEM 504

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Fourth Generation Penny Sales Tax - Proposed Capital Projects

## SUMMARY

Seminole County will seek voter approval on November 2024 for a Fourth Generation Penny Sales Tax that, if approved, will provide approximately $38 million of infrastructure funding to the City of Winter Springs over the next 10 years beginning in 2025. In preparation of the sales tax vote Seminole County is requesting that each beneficiary of the sales tax revenue provide a detailed list of proposed projects so that a master list can be created for County reference. Attached is a wide array of projects that include roadway, bridge and drainage improvements. Additionally, there are also Utility, Police and Parks improvements.  City Commission approval is required prior to submitting this list to Seminole County.

## FUNDING SOURCE

This list includes projects that would be funded by the Fourth Generation Penny Sales Tax if approved by voters.

## RECOMMENDATION

Staff requests Commission's approval of the proposed list of capital infrastructure improvements to be funded by Seminole County's Fourth Generation Penny Sales Tax.

CITY HALL
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708
TELEPHONE: (407) 327-1000
EMAIL:CITYHALLINFO@WINTERSPRINGSFL.ORG

# Fourth Generation Penny Sales Tax Projects
## Summary of Proposed Infrastructure Improvements

| | |
|---|---|
| ***Public Works*** | |
| Roadway Resurfacing | $6,912,200 |
| Bridge/Drainage Improvements | $12,500,000 |
| | |
| ***Utililities*** | $2,640,000 |
| | |
| ***Police*** | $2,275,000 |
| | |
| ***Parks*** | $13,650,000 |
| **Total** | **$37,977,200** |

CITY HALL
1126 EAST STATE ROAD 434
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# Fourth Generation Penny Sales Tax Projects

## Public Works

***Roadway Resurfacing***

| **Assume: 22' Pvmt. Width - 1-inch mill/resurface** | | | | | | *LF* | *$/LF* | *Est. Cost* |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| MURPHY RD. | | | | | | 5,860 | 47.5 | $278,350 |
| DOLPHIN RD. | | | | | | 6,319 | 47.5 | $300,153 |
| GREENBRIAR LN. | | | | | | 4,760 | 47.5 | $226,100 |
| S GALLOWAY TER | | | | | | 115 | 47.5 | $5,463 |
| SHEOAH BLVD | | | | | | 2,540 | 47.5 | $120,650 |
| LYNX TRL | | | | | | 1,081 | 47.5 | $51,348 |
| OSCELOT TRL | | | | | | 2,847 | 47.5 | $135,233 |
| BOMBAY AVE | | | | | | 2,219 | 47.5 | $105,403 |
| LOMBARDY RD | | | | | | 2,583 | 47.5 | $122,693 |
| IRWIN CT | | | | | | 385 | 47.5 | $18,288 |
| QUAIL NEST DR | | | | | | 137 | 47.5 | $6,508 |
| TREYMORE CT | | | | | | 109 | 47.5 | $5,178 |
| BURGOS RD | | | | | | 1,029 | 47.5 | $48,878 |
| N ELK CT | | | | | | 225 | 47.5 | $10,688 |
| MAPLE CT | | | | | | 223 | 47.5 | $10,593 |
| DARON CT | | | | | | 155 | 47.5 | $7,363 |
| S FAIRFAX AVE | | | | | | 1,235 | 47.5 | $58,663 |
| WHITE OAK DR | | | | | | 241 | 47.5 | $11,448 |
| DUNCAN DR | | | | | | 2,982 | 47.5 | $141,645 |
| SHEOAH BLVD | | | | | | 5,511 | 47.5 | $261,773 |

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| **Assume: 22' Pvmt. Width - 1-inch mill/resurface** | | | | | | *LF* | *$/LF* | *Est. Cost* |
|---|---|---|---|---|---|---|---|---|
| S ELK CT | | | | | | 350 | 47.5 | $16,625 |
| TAPROOT DR | | | | | | 1,105 | 47.5 | $52,488 |
| N. TUSKAWILLA RD | | | | | | 3,136 | 47.5 | $148,960 |
| TAM CT | | | | | | 331 | 47.5 | $15,723 |
| SHEOAH BLVD | | | | | | 209 | 47.5 | $9,928 |
| NORTHERN WAY | | | | | | 2,543 | 47.5 | $120,793 |
| N MOSS RD | | | | | | 2,781 | 47.5 | $132,098 |
| OAK FOREST DR | | | | | | 1,826 | 47.5 | $86,735 |
| CHOKECHERRY DR | | | | | | 5,152 | 47.5 | $244,720 |
| GRETNA CT N | | | | | | 532 | 47.5 | $25,270 |
| W PANAMA RD | | | | | | 2,485 | 47.5 | $118,038 |
| MACGREGOR RD | | | | | | 686 | 47.5 | $32,585 |
| SHEPARD RD | | | | | | 4,229 | 47.5 | $200,878 |
| N FAIRFAX AVE | | | | | | 1,693 | 47.5 | $80,418 |
| SAPLING DR | | | | | | 1,056 | 47.5 | $50,160 |
| LANCERS DR | | | | | | 1,121 | 47.5 | $53,248 |
| GAZELL TRL | | | | | | 1,529 | 47.5 | $72,628 |
| SEQUOIA CT | | | | | | 758 | 47.5 | $36,005 |
| SHORE RD | | | | | | 5,756 | 47.5 | $273,410 |
| INGLENOOK CIR | | | | | | 1,539 | 47.5 | $73,103 |
| MACGREGOR RD | | | | | | 2,072 | 47.5 | $98,420 |
| FOREST VIEW CT | | | | | | 257 | 47.5 | $12,208 |
| GRETNA TER | | | | | | 142 | 47.5 | $6,745 |
| N 3RD ST | | | | | | 1,716 | 47.5 | $81,510 |
| COUGAR CT | | | | | | 335 | 47.5 | $15,913 |

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| **Assume: 22' Pvmt. Width - 1-inch mill/resurface** | | | | | | *LF* | *$/LF* | *Est. Cost* |
|---|---|---|---|---|---|---|---|---|
| SEQUOIA DR | | | | | | 1,077 | 47.5 | $51,158 |
| TURKEY HOLLOW CIR | | | | | | 992 | 47.5 | $47,120 |
| DOLPHIN RD | | | | | | 1,039 | 47.5 | $49,353 |
| CORAL WAY | | | | | | 1,757 | 47.5 | $83,458 |
| JAGUAR CT | | | | | | 388 | 47.5 | $18,430 |
| JEFFREY CT | | | | | | 279 | 47.5 | $13,253 |
| MARLIN RD | | | | | | 1,497 | 47.5 | $71,108 |
| MIMOSA CT | | | | | | 602 | 47.5 | $28,595 |
| N DEVON AVE | | | | | | 1,909 | 47.5 | $90,678 |
| OLD SANFORD-OVIEDO RD | | | | | | 2,368 | 47.5 | $112,480 |
| PUMA TRL | | | | | | 883 | 47.5 | $41,943 |
| SILVER CREEK DR | | | | | | 2,511 | 47.5 | $119,273 |
| TWELVE OAKS DR | | | | | | 3,944 | 47.5 | $187,340 |
| WOLVERINE TRL | | | | | | 1,268 | 47.5 | $60,230 |
| MACGREGOR RD | | | | | | 38 | 47.5 | $1,805 |
| SHEOAH BLVD | | | | | | 1,175 | 47.5 | $55,813 |
| CLUBWOOD CT | | | | | | 271 | 47.5 | $12,873 |
| CYPRESS CT | | | | | | 183 | 47.5 | $8,693 |
| DEWAR | | | | | | 608 | 47.5 | $28,880 |
| ABERDEEN CT | | | | | | 234 | 47.5 | $11,115 |
| BEAR PAW CT | | | | | | 246 | 47.5 | $11,685 |
| OAK CT | | | | | | 105 | 47.5 | $4,988 |
| BLADES CT | | | | | | 286 | 47.5 | $13,585 |
| PHEASANT CIR | | | | | | 2,377 | 47.5 | $112,908 |
| RHODEN LN | | | | | | 440 | 47.5 | $20,900 |

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| **Assume: 22' Pvmt. Width - 1-inch mill/resurface** | | | | | | *LF* | *$/LF* | *Est. Cost* |
|---|---|---|---|---|---|---|---|---|
| S EDGEMON AVE | | | | | | 5,023 | 47.5 | $238,593 |
| WOODCHUCK CT | | | | | | 601 | 47.5 | $28,548 |
| ERICA WAY | | | | | | 576 | 47.5 | $27,360 |
| FOREST CIR | | | | | | 1,701 | 47.5 | $80,798 |
| GALLOWAY DR | | | | | | 1,352 | 47.5 | $64,220 |
| ABERDEEN LN | | | | | | 604 | 47.5 | $28,690 |
| N 1ST CT | | | | | | | | |
| YELLOW PINE CT | | | | | | 538 | 47.5 | $25,555 |
| MARNI DR | | | | | | 152 | 47.5 | $7,220 |
| CHOKECHERRY CT | | | | | | 254 | 47.5 | $12,065 |
| AYERSWOOD CT | | | | | | 741 | 47.5 | $35,198 |
| GLEN EAGLE DR | | | | | | 1,704 | 47.5 | $80,940 |
| LOCUST CT | | | | | | 374 | 47.5 | $17,765 |
| N GALLOWAY CT | | | | | | 243 | 47.5 | $11,543 |
| SENSATION LN | | | | | | 280 | 47.5 | $13,300 |
| SUPERIOR CT | | | | | | 494 | 47.5 | $23,465 |
| TIDES RD | | | | | | 1,219 | 47.5 | $57,903 |
| WALDEN WAY | | | | | | 369 | 47.5 | $17,528 |
| S. WINTER SPRINGS BLVD | | | | | | 2,296 | 47.5 | $109,060 |
| DUNDEE DR | | | | | | 193 | 47.5 | $9,168 |
| FISHER RD (Dunmar Estates to Seville Chase) | | | | | | 4,481 | 47.5 | $212,848 |
| FOREST CREEK DR | | | | | | 839 | 47.5 | $39,853 |
| KENTSTOWN CT | | | | | | 203 | 47.5 | $9,643 |
| BELLE AVE | | | | | | 686 | 47.5 | $32,585 |
| NEWTON CT | | | | | | 142 | 47.5 | $6,745 |
| BLUMBERG BLVD | | | | | | 1,194 | 47.5 | $56,715 |
| S PANAMA CIR | | | | | | 690 | 47.5 | $32,775 |
| WILLOW WAY | | | | | | 425 | 47.5 | $20,188 |

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| **Assume: 22' Pvmt. Width - 1-inch mill/resurface** | | | | | | *LF* | *$/LF* | *Est. Cost* |
|---|---|---|---|---|---|---|---|---|
| LANCERS DR | | | | | | 1,563 | 47.5 | $74,243 |
| CALICO CT | | | | | | 253 | 47.5 | $12,018 |
| SYBILWOOD CIR | | | | | | 1,555 | 47.5 | $73,863 |
| ANTELOPE TRL | | | | | | 2,058 | 47.5 | $97,755 |
| ELMWOOD CT | | | | | | 165 | 47.5 | $7,838 |
| LAMOKA CT | | | | | | 986 | 47.5 | $46,835 |
| LISA LOOP | | | | | | 1,065 | 47.5 | $50,588 |
| LITTLE FAWN CT | | | | | | 129 | 47.5 | $6,128 |
| | | | | | | | | |
| | | | | | | | **Total** | **$6,912,200** |
| | | | | | | | | |
| ***Bridge/Drainage Improvements*** | | | | | | | | |
| | | | | | | | | |
| N. Northern Way Bridge Replacement - Bridge No. 775709 | | | | | | | | $2,000,000 |
| S. Northern Way Bridge Replacement - Bridge No. 775703 | | | | | | | | $2,000,000 |
| Winter Springs Boulevard over Howell Creek - Bridge No. 775711 | | | | | | | | $2,000,000 |
| Upsize Culverts to Bridges at Shore Rd. | | | | | | | | $2,000,000 |
| Upsize Culvert to Bridges at Alton Rd. | | | | | | | | $2,000,000 |
| Pipe open ditch drainage conveyance From Flamingo Ave, to S. Edgemon Ave. | | | | | | | | $1,250,000 |
| Pipe openditch drainage conveyance 61 S. Devon Ave. to Lombardy Rd. | | | | | | | | $1,250,000 |
| | | | | | | | | |
| | | | | | | | **Total** | **$12,500,000** |

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# Fourth Generation Penny Sales Tax Projects

| Utilities | | | |
|---|---|---|---|
| | | | |
| **Water Systems Improvements** | | | ***Est. Cost*** |
| | | | |
| *Project* | | *Description* | |
| Sheoah Blvd. - Water Main Replacement | | Engineering Design to replace AC pipe along Sheoah Blvd. | $125,000 |
| | | from SR 434 to Moory Loop | |
| Sheoah Blvd. - Water Main Replacement | | Construction to replace AC Pipe along Sheoah Blvd. | $500,000 |
| | | | |
| Winter Springs Blvd. Water Main Replacement | | Engineering Design to replace AC pipe along Winter Springs Blvd. | $125,000 |
| | | Northern Way to Greenbriar Lane | |
| Winter Springs Blvd. Water Main Replacement | | Construction to replace AC Pipe along Winter Springs Blvd. | $600,000 |
| | | | |
| | | | |
| **Reclaim Water Main (RCW) Improvements** | | | |
| | | | |
| *Project* | | *Description* | |
| Tuskawilla Crossings - RCW Extension | | Engineeering Design to extend 4,300 LF of 12 in. RCW main along Vistawilla | $250,000 |
| | | Drive from SR 434. | |
| | | | |
| Tuskawilla Crossings - RCW Extension | | Construction to extend 4,300 LF of 12 in. RCW main along Vistawilla Drive | $640,000 |
| | | from SR 434. | |
| | | | |
| Chestnut Ridge Subd. - RCW Connection | | Engineeering Design to connect 10,400 LF of 6 in. RCW to Northern Way | $300,000 |
| | | Drive from EWWTP | |
| | | | |
| Chestnut Ridge Subd. - RCW Connection | | Construction to connect 10,400 LF of 6 in. RCW to Northern Way | $100,000 |
| | | | |
| | | | |
| | | **Total** | **$2,640,000** |

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# Fourth Generation Penny Sales Tax Projects

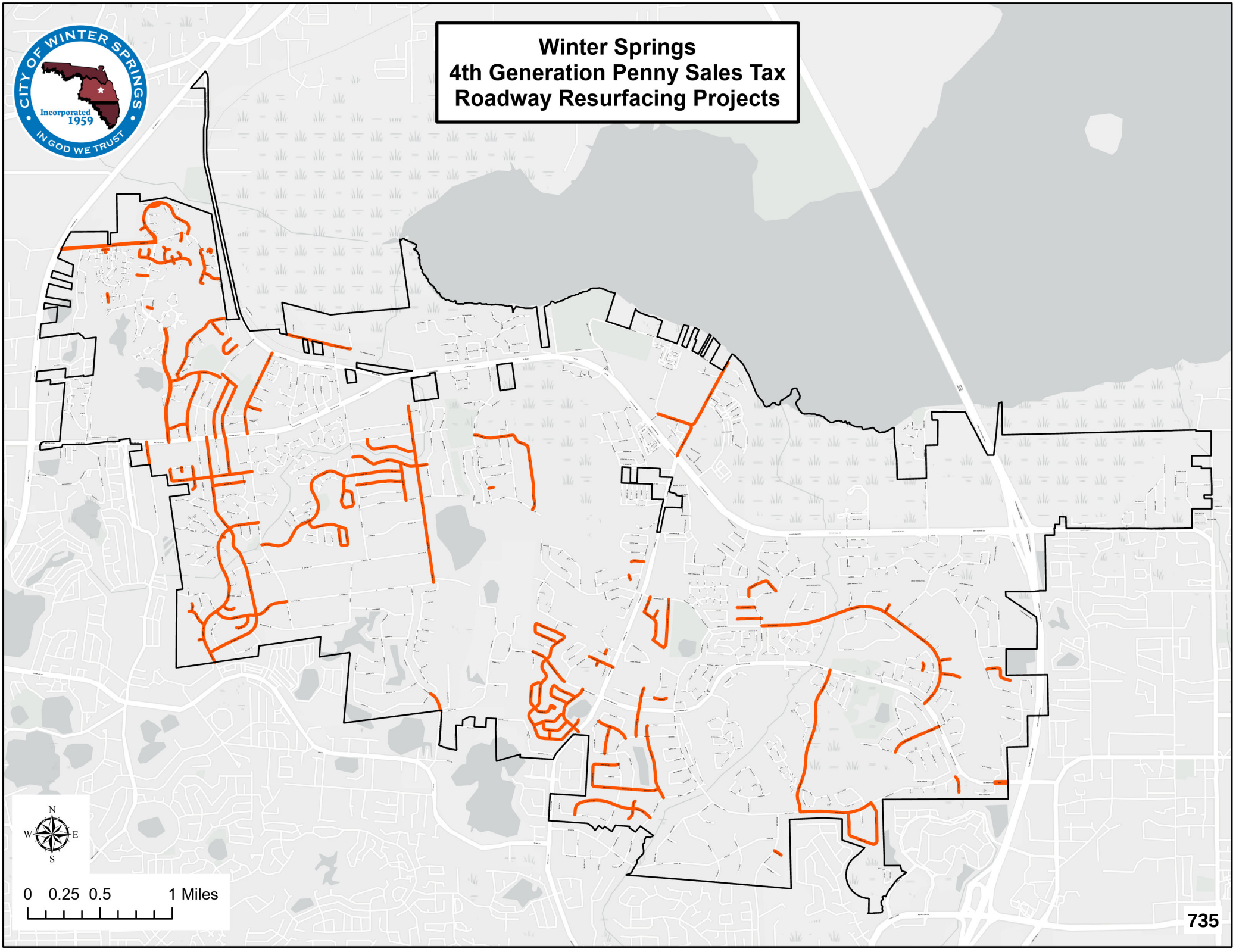
## Police

| *Project* | *Description* | *Est. Cost* |
|---|---|---|
| | | |
| Ingress Decelaration / Turn Lane from SR 434 at Heritage Park | Accident data justifies a warrant to provide a greater measure of safety with a decelaration / turn lane. Since 2015 there have been 68 crashes at this location for this traffic movement. The estaimated overall lane length is 350 feet. | $700,000 |
| | | |
| Ingress Decelaration / Turn Lane from WB SR 434 at Central Winds Park | Accident data justifies a warrant to provide a greater measure of safety with a decelaration / turn lane. Since 2015 there have been 68 crashes at this location for this traffic movement. The estaimated overall lane length is 400 feet. | $800,000 |
| | | |
| Ingress Decelaration / Turn Lane from EB SR 434 at Michael Blake Boulevard | With the recent develpoment of a Senior Living Facility and the expansion of the Tuskawilla Crossing subdivision there is significantly more traffic flow making this turn from a posted 50 MPH facility more prone for accidents. | $700,000 |
| | | |
| Five 30" x 30" Flashing Stop Signs | Replace standard Stop Signs with flashing Stop Signing at critical locations with high violations | $25,000 |
| | | |
| Five Safe Pace 100 Speed Radar Signs, Solar Powered w/white univeral bracket with software. | Throughout the City these data collection signs provide meaningful information to law enforcement to identify critical locations. | $50,000 |
| | | |
| | **Total** | **$2,275,000** |

CITY HALL
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708
TELEPHONE: (407) 327-1000
EMAIL:CITYHALLINFO@WINTERSPRINGSFL.ORG

# Fourth Generation Penny Sales Tax Projects

| Parks | | |
|---|---|---|
| *Project* | *Description* | *Est. Cost* |
| | | |
| Playground Resurfacing Trotwood Park | Resurfacing Trotwood Park Playground | $150,000 |
| | | |
| Event Center in Central Winds Park | An event center in Central Winds Park located along Lake Jessup. The proposed facility will be used for Wedding, Meeting Hall events, etc. | $7,000,000 |
| | | |
| Pickleball Overlook Building | A two story structure is needed to view the pickleball courts that are in play or for tournament play. The upper deck will have large open area as well as a event room for about 2,000 square feet of space. The first deck will have a Trophy Display and an office area/pro shop | $3,000,000 |
| | | |
| Field House for Torcaso Park | An indoor field house is envisioned for Torcaso Park. Basketball, pickleball and volleyball can be played indoors. The facility will also be used for summer camp as well as after school camp. | $3,000,000 |
| | | |
| Fencing for Central Winds Park | Currently the park is not able to be closed. The fields are open to the public access. A fence would give us the ability to closed the park after hours. | $500,000 |
| | | |
| | | |
| | **Total** | **$13,650,000** |


Winter Springs
4th Generation Penny Sales Tax
Roadway Resurfacing Projects
CITY OF WINTER SPRINGS
Incorporated
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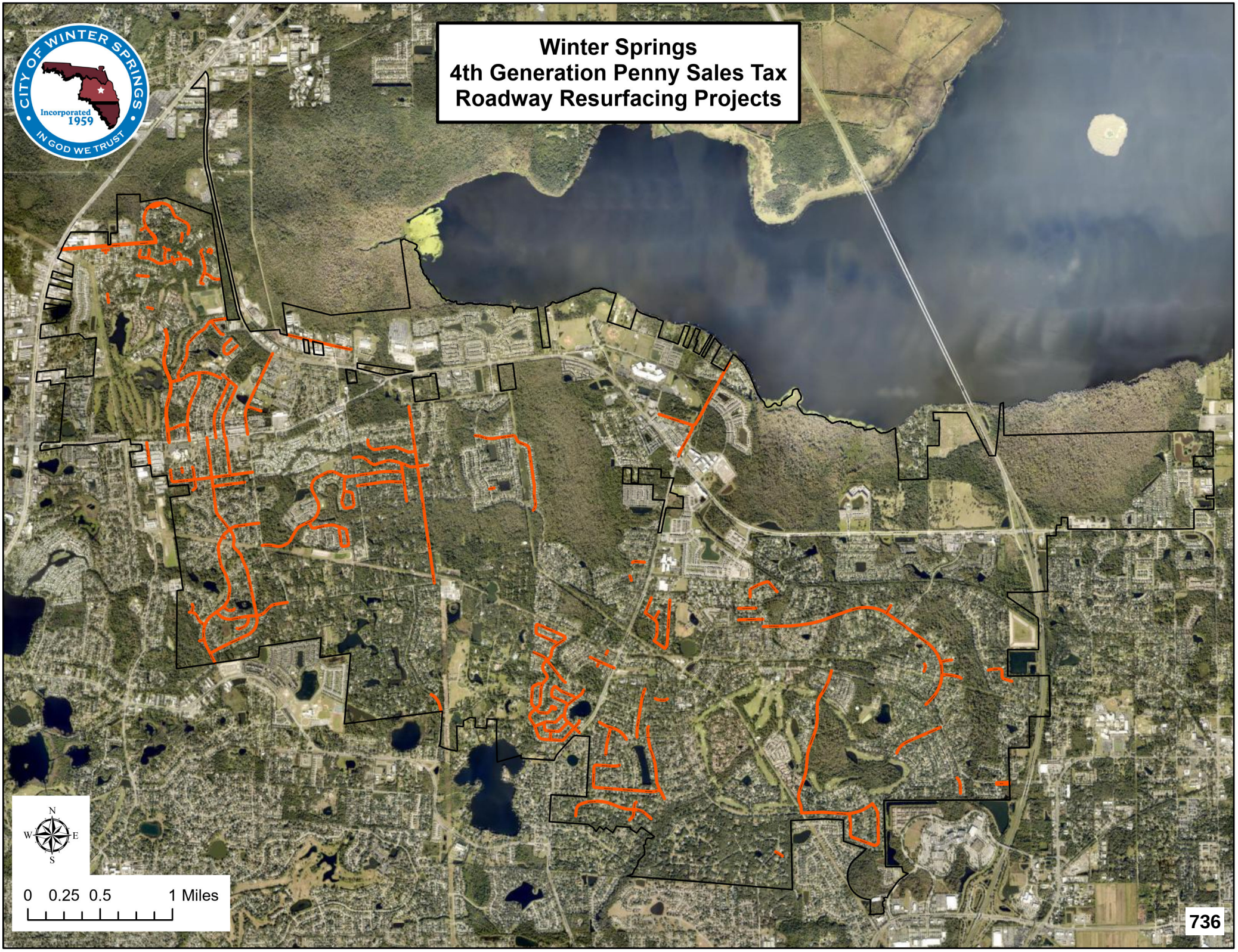
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# REGULAR AGENDA ITEM 505

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Landscaping Maintenance RFP #09-23-04 LH.

## SUMMARY

An RFP was issued to obtain quotes on Landscaping throughout the City. Three companies submitted responses to the RFP. The three responses were reviewed by the Evaluators and the results of this review are listed on the Tabulation form attached. Nature's Care received the highest score and staff recommends initiating contract negotiations with Nature's Care. Nature's Care Base Maintenance cost from Appendix A, Cost Proposal Worksheet is $227,764. Costs for additional services that come along are also listed on the Cost Proposal Worksheet from Appendix A. The other two respondents were Baker Commercial Landscaping and Cepra Landscape.

## FUNDING SOURCE

The below approved budgeted funding sources will be used for this RFP.
001-15-1520-545270 Tuskawilla Rd.
160-15-0000-545270 TLBD
161-15-0000-545270 Oak Forest
001-15-1520-545270-007 Blumberg/Mkt Square

## RECOMMENDATION

Staff Recommends the City Commission approve Natures Care with whom to negotiate a contract for the services outlined in the RFP #09-23-04 LH. In addition, authorize the Interim City Manager and City Attorney to prepare and execute any and all applicable contract documents consistent with this agenda item.

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

# REQUEST FOR PROPOSALS

**PROPOSAL : RFP # 09-23-04 LH** **DATE: September 22, 2023**

Sealed Proposals for the provision of Landscape Maintenance Services will be received by the City of Winter Springs (CITY) Procurement Department, located at Winter Springs City Hall, 1126 East State Road 434, Winter Springs, Florida 32708, until:

**October 27, 2023**
**2:00 p.m., local time**
**FOR**
**Landscape Maintenance Services**

Said Proposals shall conform to the minimum requirements outlined in the Request For Proposal. The CITY reserves the right to reject any and all offers and to waive minor informalities.

The CITY issues this Request for Proposals in order to select a Proposal for further contract negotiation. Selection by the CITY Commission may not result in the formation of a contract.

**Submission and Receipt of RFP's:**

PROPOSERS shall submit their Proposal response to this RFP by:

> Providing one (1) original, marked as such, three (3) copies, marked as such and one (1) electronic copy of your RFP response to this office by the date and time indicated above.

The ***outside of your package must be clearly labeled with the RFP number, title, opening date and time, and the name and address of the PROPOSER.*** The CITY is not responsible for submittals via postal or mail courier services, receipt by the post office or mail courier prior to the deadline does not meet the CITY's deadline requirements.

**Offers received after October 27, 2023 at 2:00 p.m., will be rejected.**

Deadline for questions is **October 11, 2023 1:00pm local time**

Any Addenda, if required, will be issued by **1:00pm on October 13, 2023 on the Demand Star platform** if questions are received and require clarification.

If you have any questions regarding this Request for Proposal, please contact Stuart MacLean, Procurement Manager, at (407) 327-7581, or via email at smaclean@winterspringsfl.org

**PROPOSAL DOCUMENTS CAN BE DOWNLOADED FREE OF CHARGE FROM:**
**www.demandstar.com**

**or**

**https://www.winterspringsfl.org/rfps**

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MANDATORY PROPOSAL FORMS

- PROPOSER Information and Acknowledgement
- Reference Information
- Insurance Requirements
- Scrutinized Company Certification
- Non-Collusions Affidavit
- Drug Free Workplace Certification
- Public Entity Crimes Statement
- E-Verify Statement
- Conflict of Interest Statement
- SMWBE Utilization Plan

**Appendix A Cost Proposal Worksheet**

- Appendix B Scope of Work (This is not a Mandatory Form to be Returned)
- Appendix C Bid Bond Agreement

# PART I
# SCOPE OF SERVICE/EVALUATION CRITERIA
**FOR**
**RFP #-09-23-04 LH**
**Landscape Maintenance Services**

**Background**

The City of Winter Springs is located in Seminole County Florida, which is part of the Orlando-Kissimmee-Sanford Metropolitan Area. As of 2021 the City of Winter Springs has a population of 38,317, covering 14.99 square miles.

**Scope and Term of Service**

The City of Winter Springs is requesting Proposals from qualified Landscape Maintance companies (PROPOSER or PROPOSERS) for the purposes of providing their services in addressing maintenance requirements in certain areas of the CITY. The detailed requirements are included in this document as Appendix B Scope of Services. The initial term of services shall be for three (3) years, with two (2) one (1) year options to extend upon the mutual agreement of the parties.

## Evaluation Criteria

Proposals will be evaluated by the CITY, and the PROPOSER will be selected based upon, but not limited to, the following criteria:

a. The background, and experience of the PROPOSER in providing similar services elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
b. Reasonableness/competitiveness of proposed costs and/or benefits to the City of Winter Springs. The CITY is not bound to select the PROPOSER who proposes the lowest cost or most benefits for service. The City of Winter Springs reserves the right to negotiate fees and/or benefits with the selected PROPOSER.
c. Determination that the selected PROPOSER has no contractual relationship which would result in a conflict of interest with the CITY.
d. The PROPOSER's ability, capacity, and skill to fully and satisfactorily, provide these services and/or items required in this RFP.
e. The quality of the PROPOSER's performance in comparable and/or similar projects.
f. Whether the PROPOSER can provide the service and/or items in a prompt and timely fashion.

Proposals will be evaluated by the CITY, and selection will be based on, but not limited to, the following scoring criteria:

| Criteria: | | Max Points: |
|---|---|---|
| | **Experience:** The Proposer's comprehension of the needs of the CITY as demonstrated by the description of its services, capabilities, capacity and approach to the requirements listed within this document. | |
| **Capability and Capacity to meet CITY requirements** | | 20 |
| **Proposers Background/Experience in Providing Similar Services to Other Municipalities** | | 20 |
| **Experience Total:** | | **40** |
| **References:** Evaluation of the Proposer's work from previous organizations receiving similar services to those proposed within this RFP. See the Mandatory Proposal Form, Reference Information Form. | | |
| **Reference 1** | | 15 |
| **Reference 2** | | 15 |
| **References Total** | | **30** |
| **Cost:** The cost of the Proposal is important to the CITY, however, based on the evaluation of the other criteria, the CITY will not necessarily select the lowest proposer. **Cost Total** | | **30** |
| **EXTRA BONUS POINTS: Certified Minority Business Enterprise: (3 Extra Bonus Points if Yes)** The firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. | | **3** |
| **Total Possible Points** | | **103** |

Pursuant to Florida Statutes § 287.05701, the CITY shall not request documentation regarding, consider, or give preference based upon, a vendor's social, political, or ideological interests when determining the vendor's qualifications.

## Timeline of Events

| | |
|---|---|
| Release of RFP | September 22, 2023 |
| Deadline to receive questions (electronically) - 1:00pm local time | October 11, 2023 |
| Addendum Released by 1:00pm local time | October 13, 2023 |
| RFP Submittals Due by 2:00 pm local time | October 27, 2023 |
| RFP Opening 2:15pm local time | October 27, 2023 |
| Evaluation Committee Meeting/Selection Meeting: 3:00 pm local time (Tentative) | November 10, 2023 |
| Possible Selection Committee Meeting to clarify Proposal(s) or oral presentations | TBD |
| CITY Commission Approval of Selection and Consideration of Contract | TBD |

**PART II**
**INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS**
**FOR**
**RFP #09-23-04 LH**
**Landscape Maintenance Services**

**Definitions** (as used herein)

a. The term "Request for Proposal" means a solicitation of proposals. The acronym "RFP" means Request for Proposal.

b. The term "Proposal" means the offer of qualitative evaluations by the PROPOSER.

c. The term "professional services" means those services of architects, auditors, dentists, engineers, landscape architects, lawyers, physicians, psychologists, surveyors, and any other professional service as determined by the CITY.

d. The term " PROPOSER " means the person, company, or entity making an offer.

e. The term "Change Order" means a written order signed by the Finance Department or authorized representative directing the PROPOSER to make changes to a contract or purchase order resulting from the RFP.

f. The term "CITY" means the City of Winter Springs, Florida.

g. The term "CITY Commission" means the governing body of the City of Winter Springs. The CITY Commission is the only body that can award Proposals.

h. The term “Evaluation Committee” means a team of CITY staff that will review and rank all Proposals and may provide a recommendation regarding selection of a PROPOSER to the CITY Commission.

**Preparation of Request for Proposal**

a. PROPOSERS are expected to examine the minimum requirements and all special and general conditions. Omission on the part of the PROPOSER to make the necessary examinations and investigations, or failure to fulfill every detail the requirements of the contract document, will not be accepted as a basis for varying the requirements of the CITY or the compensation to the PROPOSER. Failure to properly and fully complete the Proposal is at the PROPOSER's risk. The PROPOSER shall sign the Request for Proposal and print or type his/her name, address, and telephone number on the face page.

b. The apparent silence of any supplemental minimum requirements as to any details, or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail. All workmanship is to be first quality. All interpretations of the minimum requirements shall be made upon the basis of this statement.

c. PROPOSERS should submit their response to this RFP by:

Providing one (1) original, marked as such, three (3) copies, marked as such and one (1) electronic copy of PROPOSER’s Proposal to this office by the date and time indicated in Part I Timeline of Events.
The outside of PROPOSER’s package must be clearly labeled with the RFP number, title, opening date and time and the name and address of the PROPOSER. The CITY is not responsible for submittals via postal or mail courier services, receipt by the post office or mail courier prior to the deadline does not meet the CITY’s deadline requirements.

d. The PROPOSER should retain a copy of all documents for future reference.

e. All Proposals must be signed with the PROPOSER's name and by an officer or employee having authority to bind the PROPOSER by his/her signature as indicated by the Florida Department of State, Division of Corporations (www.sunbiz.org). Proof of corporate signer must be included with the submittal with the Proposal. You may use the Sunbiz website screen shot or include a copy of your Corporate Resolution to prove the authority of the corporate signer.

f. Failure to follow the instructions in the Request for Proposal is cause for rejection of your offer.

**Submission and Receipt of Proposals**

a. Proposals must be received before the specified time as designated in the RFP Timeline of Events. A list of PROPOSERS who submitted Proposals will be furnished, upon request, following opening of the Proposals.

b. Proposals shall be submitted in a sealed envelope. The envelope shall show the opening date and time, the RFP number, and the name and address of the PROPOSER.

c. The City of Winter Springs is not responsible for the U.S. Mail or private couriers, in regard to mail being delivered by the specified time so that a Proposal can be considered.

d. Email and Facsimile (FAX) Proposals will not be considered, however, Proposals may be modified by email and FAX notice, provided such notices are received prior to the hour and date specified.

e. Late Proposals will be rejected.

f. Proposals having any erasures or corrections must be initialed by the offer or in ink. Proposals shall be signed in ink. All amounts shall be typewritten or completed in ink.

g. All Mandatory Proposal Forms must be completed and attached to the Proposal.

h. All costs of Proposal preparation, inspection of the RFP documents, and presentation of the Proposal shall be solely borne by the PROPOSER. The CITY shall not be liable for any cost incurred by the PROPOSER during the preparation and submission of its Proposal in response to this RFP.

**Selection of Proposal**

SELECTION OF THE PROPOSER AND PROPOSAL DEEMED THE MOST QUALIFIED, MOST ADVANTAGEOUS, AND IN THE BEST INTERESTS OF THE CITY, AS DETERMINED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS'S SOLE AND ABSOLUTE DISCRETION, SHALL NOT RESULT IN THE FORMATION OF A CONTRACT. NO CONTRACT SHALL BE FORMED UNTIL FINAL APPROVAL OF SUCH CONTRACT BY THE CITY COMMISSION AFTER SUCCESSFUL NEGOTIATION OF SPECIFIC CONTRACT TERMS DETERMINED TO BE IN THE BEST INTERESTS OF THE CITY BY THE CITY COMMISSION. Negotiations may be terminated at any time by the CITY Manager or CITY Commission if, in his/her/its sole discretion, the CITY Manager OR CITY Commission determines that the negotiation of terms acceptable to the CITY will not be successful.

Only the CITY Commission can select Proposals, authorize the CITY Manager to engage in negotiations, and ultimately enter into a contract.
The RFP Evaluation Committee scores Proposals and provides a recommendation to the CITY Commission for selection. The recommendation may or may not be adopted by the CITY Commission.

After the initial Evaluation Committee meeting, the Evaluation Committee may require one or more of the top-ranking PROPOSERS to attend a meeting to make an oral presentation, answer questions. This meeting will be exempt from the requirements of the Sunshine Law in accordance with section 286.0113, Florida Statutes. PROPOSER(s) will be notified of any further meeting requirements.

**Acceptance of Offer**

The signed Proposal shall be considered an offer on the part of the PROPOSER; however, such offer shall be deemed accepted only upon issuance by the CITY of a Purchase Order, Blanket Purchase Order, or execution of another contractual document deemed acceptable to the CITY.
The contract will be awarded to the most responsible and responsive, qualified PROPOSER(s) whose Proposal is deemed the most advantageous and in the best interests of the CITY in accordance with the criteria set forth in this RFP.

The CITY reserves the right to accept or reject any and all Proposals or parts of Proposals, waive minor informalities, and to request clarification of information from any PROPOSER.

**Notice of Award, Performance Bond and Labor and Materials Payment Bond**

Within ten (10) calendar days from the date stipulated in the Notice of Award notifying PROPOSER that its Proposal has been accepted, the successful PROPOSER shall execute the Agreement. Simultaneously with the execution of the Agreement, PROPOSER shall furnish a Performance Bond and a Labor and Materials Bond each in the amount of 110 percent of the contract price. The bonds shall be secured from a surety company acceptable to the CITY. The forms of the Bonds the successful PROPOSER will be required to execute are included in the RFP Documents. Failure to execute the Agreement and/or to furnish said bonds within ten (10) calendar days from the date of the Notice of Award entitles the CITY to consider all rights arising out of the CITY's acceptance of the Proposal as abandoned and the Bid Bond shall be forfeited. The CITY shall be entitled to such other rights as may be granted by law.

**Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the Request for Proposals or addenda (if any) should be reported in writing to the CITY's Procurement Manager. Should it be found necessary, a written Addenda will be incorporated in the Request for Proposals and will become part of the Service Agreement (contract documents). The CITY will not be responsible for any oral instructions, clarifications, or other communications.

**Right to Reject Proposals**

The CITY reserves the right to reject any or all Proposals, and to disregard typographical, mathematical, or obvious errors. The CITY will not pay costs incurred by any PROPOSER in the preparation of Proposals.

**Compensation**

Compensation, which is determined to be fair, competitive, and reasonable, will be considered during the negotiations of a final contract with the selected PROPOSER.

**Fiscal Non-Funding Clause**

In the event sufficient budgeted funds are not available for a new fiscal period, the CITY shall notify the PROPOSER of such occurrence and any contracts entered into between the CITY and PROPOSER shall terminate on the last day of the current fiscal period without penalty or expense to the CITY.

**Rights of the CITY**

This RFP constitutes an invitation for submission of Proposals to the CITY. This RFP does not obligate the CITY to procure or contract for any of the scopes of services set forth in this RFP. The CITY reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- To prepare and issue Addendums to the RFP that may expand, restrict, or cancel any portion or all work described in the RFP without obligation to commence a new procurement process or issue a modified or amended RFP.
- To receive questions from potential PROPOSERS and to provide such answers in writing as it deems appropriate.
- To waive any informalities, technicalities or irregularities in the PROPOSALS submitted.
- To reject any and all PROPOSAL submissions.
- To change the date for receipt of PROPOSAL or any deadlines and dates specified in the RFP.
- To change the procurement and/or selection process prior to receipt of Proposals.
- To conduct investigations with respect to the information provided by each PROPOSER and to request additional information (either in writing or in presentations and interviews) to support such PROPOSER's responses and submittals.
- To visit facilities referenced in the PROPOSER's submittal at any time or times during the procurement process.
- To seek clarification of Proposals from the PROPOSER either in writing or in presentations and interviews
- To cancel the RFP: with or without the substitution of another RFP.

**Conflict of Interest**

PROPOSER acknowledges and certifies that this Agreement does not violate any ethics provision found in Chapter 112, Florida Statutes, or Chapter 2 of the Code of Ordinances of the City of Winter Springs.

The PROPOSER certifies that, to the best of their knowledge or belief, no elected/appointed official or employee of the City of Winter Springs, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this Proposal. Financial interest includes ownership of more than five percent (5%) of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the Proposal or of any subcontractor or supplier thereof providing goods or services in excess of ten percent (10%) of the total Proposal amount.

Additionally, the PROPOSER, on company letterhead, must divulge at the time of Proposal submittal, any relative, other than those already specified, of an elected /appointed official or employee of the City of Winter Springs who has a financial interest, as defined herein, in providing the goods or services specified in the Proposal. The CITY, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the Proposal.

**Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**Options**

When the CITY requests Proposals with options regarding the extent of services to be provided, the CITY requests all PROPOSERS to provide a cost breakdown for each option proposed. Although all options may be purchased, some options may not ultimately be purchased. The CITY reserves the right to decide, at its discretion, which options shall be purchased. The CITY reserves the right to engage more than one (1) PROPOSER if it is believed that different PROPOSERS might best serve the CITY's interests in performing different segments of the work (e.g., one PROPOSER to provide building estimates, and another to provide infrastructure estimates).

**Subcontracting**

Where PROPOSERS do not have the "in-house" capability to perform work desired in the Request for Proposal, subcontracting may be permitted only with prior knowledge and approval of the CITY. The CITY must be assured of and agree that any proposed subcontractor(s) can perform work of the desired quality and in a timely manner. The name(s) of any intended subcontractor(s) should be given in the Proposal.

**Failure to Submit Proposal**

If PROPOSER does not wish to submit a Proposal, return the RFP and state the reason therefor; otherwise, PROPOSER's name may be removed from CITY's mailing list.

**Default of Contract**

In case of default by the PROPOSER, the CITY may procure the requested services from other sources and hold the PROPOSER responsible for any excess costs occasioned or incurred thereby.

**Modification for Changes**

No agreement or understanding to modify this RFP and resultant purchase order or contract shall be binding upon the CITY unless made in writing by the City of Winter Springs.

**Order of Precedence**

In the event of an inconsistency between provisions of the RFP, the inconsistency shall be resolved by giving precedence in the following order: (a) Instructions to PROPOSERS and General Provisions; and (b) the minimum requirements.

**Examination of Records**

The PROPOSER shall keep adequate records and supporting documentation applicable to the subject matter of this RFP to include, but not be limited to: records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the PROPOSER for a minimum of one (1) year from the date the contract is completed and accepted by the CITY. If any litigation is initiated before the expiration of the one-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved, unless otherwise instructed by the CITY. Should any questions arise concerning this contract, the CITY and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at CITY expense. PROPOSERS shall be authorized to retain microfilm copies in lieu of original records if they so desire.
Any subcontractor(s) employed by a PROPOSER who is subject to these requirements and the PROPOSER itself are required to so notify any such subcontractor(s).

**Proposals Received**

All Proposals received in response to this RFP become the property of the CITY.

**Lobbying/Cone of Silence**

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a CITY Commission Member, the CITY Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period. A lobbying black-out period commences upon the

issuance of this solicitation document.
If an award item is presented to CITY Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the CITY Commission refers the item back to the CITY Manager, Procurement Division and/or requesting Department/Division/Office for further review or otherwise does not act on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the CITY Commission meets to consider the item for action.
Bidders, PROPOSERS, Respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any CITY Commission member, the CITY Manager, any requesting or evaluating Division, Department, Office personnel, and/or any member of the Evaluation Committee concerning an active Request For Proposal during the Lobbying/Cone of Silence Black-out Period.

**Insurance and Hold Harmless Indemnification**

To the fullest extent permitted by laws and regulations, Bidder shall indemnify and hold harmless CITY and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Bidder, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against CITY or any of their consultants, agents or employees by any employee of PROPOSER, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Bidder or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Bidder's Liability Insurance - The Bidder shall not commence any work under this Contract until he has obtained all insurance required under the Agreement. Bidder shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth which may arise out of or result from Bidder's performance and furnishing of the Work and Bidder's other obligations under the Contract Documents, whether it is to be performed or furnished by Bidder, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. The insurance required shall include the specific coverage's and be written for not less than the limits of liability and coverage's provided or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. The comprehensive general liability insurance shall also include Contractual Liability Insurance applicable to Bidder's obligations under the Hold Harmless Indemnification. All of the policies of insurance so required to be purchased and maintained (or the certificates or their evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to CITY by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Bidder may be correcting, removing or replacing defective work in accordance with the Contract Documents. Bidder's General Liability Insurance shall include the CITY, and CITY's consultants as insured or additional insured which may be accomplished by either an endorsement of Bidder's Comprehensive General Liability policy or by Bidder 's carrier issuing a separate protection liability policy.

**Qualifications of PROPOSER**

A PROPOSER may be required, before the award of any contract, to show to the complete satisfaction of the CITY that they have the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

**Disqualification of PROPOSER**

Any or all Proposals will be rejected if there is any reason for believing that collusion exists among the PROPOSERS, and participants in such collusion will not be considered in future Proposals for the same work.

**Licenses and Permits**

The PROPOSER shall secure all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the United States, the State of Florida, or by the City of Winter Springs. The PROPOSER must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work.

**Provisions for Other Agencies**

Unless otherwise stipulated by the PROPOSER, the PROPOSER agrees to make available to the Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under the Proposal.

**Applicable Law and Venue**

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Orlando Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

**Proposal Disclosure; Public Records Responsibilities**

Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes et. seq. (the Public Records Law). Unless otherwise provided by the Public Records Law, information and materials received by the CITY in connection with an RFP response and under any awarded contract shall be deemed to be public records subject to public inspection and/or copying at the end of the statutory exemption time period pursuant to Section 119.071, Florida Statutes. However, certain exemptions to the Public Records Law are statutorily provided for under sections 119.07 and 119.071, Florida Statutes, and other applicable laws. If the PROPOSER believes any of the information contained in its response is exempt from the Public Records Law, including trade secrets as defined by Florida law, the PROPOSER must, in its response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the CITY will treat all materials received as public records.
Pursuant to section 119.0701, Florida Statutes, for any tasks performed by PROPOSER on behalf of the CITY, PROPOSER shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the CITY to perform the work contemplated by this Agreement; (b) upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if PROPOSER does not transfer the records to the CITY in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the CITY, in its sole and

absolute discretion, requests that all Public Records in possession of PROPOSER be transferred to the CITY, PROPOSER shall transfer, at no cost, to the CITY, all Public Records in possession of PROPOSER within thirty (30) days of such request or (ii) if no such request is made by the CITY, PROPOSER shall keep and maintain the Public Records required by the CITY to perform the work contemplated by this Agreement. If PROPOSER transfers all Public Records to the CITY pursuant to (d)(i) above, PROPOSER shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the CITY and provide the CITY with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If PROPOSER keeps and maintains Public Records pursuant to (d)(ii) above, PROPOSER shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology of the CITY. If PROPOSER does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the CITY may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which PROPOSER is acting on behalf of the CITY.

**IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone number: (407) 327-6560 ext. 7003 E-mail address: cityclerkdepartment@winterspringsfl.org**

**E-Verify**

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any CITY contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. CITY contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the PROPOSER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of a contract without penalty to the CITY. PROPOSER shall be liable for all costs incurred by the CITY securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the PROPOSER utilizes subcontractors the following shall apply:

PROPOSER shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

PROPOSER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. PROPOSER shall provide a copy of all subcontractor affidavits to the CITY upon request and shall maintain a copy for the duration of the Agreement.

**Additional Information**

Additional information may be obtained from the Procurement Manager, (407) 327-7581, or from any other individual listed on the RFP cover letter.

**Modification and Withdraw**

Proposals may not be modified after submittal.

Proposals may be withdrawn at any time prior to the deadline. Withdrawal requests shall be made in writing and must be received by the CITY's Procurement Manager before the time and date stated or, as amended, for the Proposal Opening. Properly withdrawn Proposals will be returned unopened to the PROPOSER submitting the Proposal.

A PROPOSER who timely withdraws his Proposal may submit a new Proposal in the same manner as specified herein under "Submission of Proposal." A Proposal submitted in place of a withdrawn Proposal shall be clearly marked as such on the outside of the envelope and on the Bid Form.

If a Contract is not awarded within 90 calendar days after opening of Proposals, a PROPOSER may file a written request with the CITY's Procurement Manager for the withdrawal of its Proposal.

**Prohibition on Gifts to City Employees and Officials**

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any CITY employee, as set forth in Chapter 112, Part III, Florida Statutes, the current CITY Ethics Ordinance, and CITY Administrative Policy.

Violation of this provision may result in one or more of the following consequences:

a. Prohibition by the individual, firm, and/or any employee of the firm from contact with CITY staff for a specified period of time;
b. Prohibition by the individual and/or firm from doing business with the CITY for a specified period of time, including but not limited to: submitting bid/Proposals, RFP, and/or quotes; and,
c. Immediate termination of any contract held by the individual and/or firm for cause.

**Discrimination**

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

**Federal Requirements**

This contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices shall apply to any contract negotiated with a selected firm as required by federal law. The most recent of such requires, including any amendments made such the submission of the Proposal, shall apply, unless federal government determines otherwise.

The federal government requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R, Part 200, including any certifications and contractual provisions required by any federal statutes or regulations referenced therein to be included in this contract are deemed incorporated herein by reference and shall be incorporated into any sub-agreement or subcontract executed by the Proposer pursuant to its obligations under federal law.

# PART III
# SPECIFIC PROPOSAL REQUIREMENTS
**For**
**RFP 09-23-04 LH**
**Landscape Maintenance Services**

## Format

To assure consistency, Proposals must conform to the following format:

A. PROPOSER Information and Acknowledgement Form
B. Table of Contents
C. Introduction Letter
D. Qualifications
E. Other Information
F. Cost & Time
G. Mandatory Proposal Forms
H. Florida State Corporate Filing

## Section A – PROPOSER Information and Acknowledgement Form

1. Use the form provided in the Mandatory Proposal Forms titled "PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM." (See Proposal Form 1)

## Section B – Table of Contents

1. Identify Proposal material by section and page number.

## Section C – Introduction Letter

1. Summarize the key points of the Proposal including an understanding of the scope of work. Must be signed by an authorized official of the PROPOSER.

## Section D – Qualifications

1. General – Provide general information about the PROPOSER, including size, office location(s), and structure of PROPOSER. Identify and explain any significant changes in organizational structure, ownership, or management both firm-wide and within Fixed Income/ Public Finance during the past five (5) years.

2. PROPOSER Experience – Describe the PROPOSER's experience with providing Fireworks services, focus on the PROPOSER's experience with Fireworks shows for municipalities

3. Team Experience – Identify key members of PROPOSER's team that will service the CITY. Identify the proposed project manager. Provide brief resumes for key team members that will service the CITY as an Appendix.

4. References – Use the form provided in the Mandatory Proposal Forms titled "REFERENCE INFORMATION FORM"

5. Conclusion – Briefly summarize why PROPOSER should be selected, including why PROPOSER is pursuing the City of Winter Springs' business. In short, summarize what makes PROPOSER different and why the CITY should select PROPOSER above all others.

## Section E - Other Information

This section should address any other information necessary for a full understanding of PROPOSER's services. Please provide relevant information on any additional services offered by PROPOSER.

## Section F – Cost and Time

This section must clearly state the cost and estimated completion time, if applicable, associated with the project. Use Appendix A: Cost Proposal Worksheet.

## Section G – Mandatory Proposal Forms

1. Fill out and return the forms provided; PROPOSER Information and Acknowledgement Form, References Information Form, Insurance Requirement Form, Scrutinized Company Certification, Non-Collusion Affidavit of Prime Respondent, Drug Free Workplace Form, Public Entity Crimes Statement, E-Verify Statement, Conflict of Interest Statement, SMWBE Utilization Plan and Appendix A Cost Proposal Worksheet.

## Section H – Florida State Corporate Filing

1. All Proposals must be signed with the PROPOSER's name and by an officer or employee having authority to bind the PROPOSER by his/her signature as indicated by the Florida Department of State, Division of Corporations (www.sunbiz.org). Proof of corporate signer must be included with the submittal with the Proposal. Use Sunbiz website screen shot or include a copy of Corporate Resolution or a Power of Attorney.

# MANDATORY PROPOSAL FORMS

| | | |
|---|---|---|
| Proposal Form 1 | - | PROPOSER Information and Acknowledgement Form |
| Proposal Form 2 | - | References Information Form |
| Proposal Form 3 | - | Insurance Requirements Form |
| Proposal Form 4 | - | Scrutinized Company Certification |
| Proposal Form 5 | - | Non-Collusion Affidavit |
| Proposal Form 6 | - | Drug Free Workplace Form |
| Proposal Form 7 | - | Public Entity Crimes Statement |
| Proposal Form 8 | - | E-Verify Statement |
| Proposal Form 9 | - | Conflict of Interest Statement |
| Proposal Form 10 | - | SMWBE Utilization Plan |
| Appendix A | - | Cost Proposal Worksheet |

**Mandatory forms must be submitted with the Proposal.**

**Failure to submit forms may disqualify the PROPOSER from the RFP**

Appendix B Scope of Work (Not a Mandatory Form To Return)

Appendix C Bid Bond Agreement

# PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

**For**

**RFP #09-23-04 LH**

**Landscape Maintenance**

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

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

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

PROPOSER NAME: _____

TAX ID# SNN or EIN: _____

PROPOSER ADDRESS: _____

PURCHASE ORDER ADDRESS: _____

PHONE NUMBER: _____

COMPANY WEBSITE: _____

COMPANY CONTACT (REP): _____

CONTACT EMAIL ADDRESS: _____

SIGNATURE: _____

**THE UNDERSIGNED:**

A. Acknowledges receipt of:
   1. RFP # 09-23-04 LH Pertaining To: Landscape Maintenance Services
   2. Addenda:
      Number: _____, Dated _____.
      Number: _____, Dated _____.

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

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

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

**Stipulated Amount**

A. Submit on Cost Proposal Worksheet, Appendix A.

# REFERENCE INFORMATION FORM

**RFP # 09-23-04 LH**

**Landscape Maintenance Services**

Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: ( ) _____

Project Cost: _____ Date Performed: _____

---

Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: ( ) _____

Project Cost: _____ Date Performed: _____

---

Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: ( ) _____

Project Cost: _____ Date Performed: _____

---

PROPOSER Representative Typed Name/Title: _____

PROPOSER Representative Signature: _____

PROPOSER: _____

# INSURANCE REQUIREMENTS FORM

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

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

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

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

Thirty (30) days cancellation notice required.

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

**PROPOSER**

**Authorized Signature**

**Officer Title**

**Date**

# SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

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

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

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

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

a. The PROPOSER is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
b. Been placed on the Scrutinized Companies that Boycott Israel List or
c. Is engaged in a boycott of Israel; or
d. Been engaged in business operations in Cuba or Syria.

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

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

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

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

**STATE OF** _____

**COUNTY OF** _____

The foregoing instrument was acknowledged before me by means of (_____) physical presence or (_____) online notarization,

this _____ day of _____, 2023 by _____ the _____ of

_____, a _____ (____) who is personally known to me or (_____) who

produced _____ as identification.

Notary Public: _____

Print Name: _____

My Commission Expires: _____

# NON-COLLUSION AFFIDAVIT of PRIME PROPOSER

**STATE OF** _____

**COUNTY OF** _____

_____, being duly sworn, deposes and says that:

(1) He/she is _____ of _____
Title PROPOSER

The PROPOSER that has submitted the attached response.

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

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

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

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

_____ _____
(Signed) (Title)

**STATE OF** _____

**COUNTY OF** _____

The foregoing instrument was acknowledged before me this _____by
_____,

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

who (did / did not) take an oath.

_____ (Signature of Notary Public)

_____ (Name of Notary Typed, Printed or Stamped) Notary Public

_____ (Commission Number)

# DRUG FREE WORKPLACE FORM

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

_____ does:
(Name of PROPOSER)

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

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

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

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

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

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

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

_____ _____
(Authorized Signature) (Date)

_____
(Print/Type Name as Signed Above

# PUBLIC ENTITY CRIMES STATEMENT

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

1. This sworn statement is submitted with Proposal for RFP #09-23-04 LH Landscape Maintenance Services.

2. This sworn statement is submitted by (PROPOSER) _____ whose business address is

   _____ and (if applicable) Federal Employer Identification Number (FEIN)

   is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your

   Social Security Number: _____.

3. My name is _____ and my relationship to the PROPOSER named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

_____

Signature Date:

## PUBLIC ENTITY CRIMES STATEMENT cont.

**STATE OF** _____

**COUNTY OF** _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: _____
Notary Public

# E-VERIFY STATEMENT

Proposal Number: RFP # 09-23-04 LH

Project Description: Landscape Maintenance Services

PROPOSER acknowledges and agrees to the following:
PROPOSER shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the PROPOSER during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the PROPOSER to perform work pursuant to the contract with the CITY.

PROPOSER: _____

Authorized Signature: _____

Title: _____

Date: _____

# CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Proposal for ***RFP # 09-23-04 LH Landscape Maintenance Services***

This sworn statement is submitted by (PROPOSER) _____ whose business address is

_____ and (if applicable) Federal Employer Identification Number (FEIN) is

_____( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social

Security Number: _____.)

My name is _____ and my relationship to the PROPOSER named above is_____.

1. The above-named PROPOSER is submitting a Proposal for the City of Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Proposal is being submitted and that the above-named PROPOSER has no financial interest in other entities submitting Proposals for the same project.
4. Neither the Affiant nor the above- named PROPOSER has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the PROPOSER's submittal for the above Proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the PROPOSER not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the PROPOSER nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the PROPOSER's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that no member of the PROPOSER's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named PROPOSER, will immediately notify the City of Winter Springs.

_____

Signature Date:

**STATE OF _____**

**COUNTY OF** _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her

signature at the space provided above on this ___ day of _____, 20___, and is personally known to me, or

has provided _____ as identification.

_____ My Commission expires: _____

Notary Signature

# SMWBE UTILIZATION PLAN

**Small, Minority, and Women's Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization**

PROPOSER Company Name: _____

Project Name : **Landscape Maintenance Services**

RFP Number : ***RFP # 09-23-04 LH***

CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. The CITY requires that PROPOSERS (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm's plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women's business enterprises on solicitation lists.

- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.

- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and veteran owned businesses.

- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity

***https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd***

# Appendix A
# COST PROPOSAL WORKSHEET

| PROPOSED COST | | | |
|---|---|---|---|
| **Item** | **Service Area 1** | **Service Area 2** | **Service Area 3** |
| Base Maintenance | | | |
| Palm Trimming Greater than 13' OA (per Tree) | | | |
| Crepe Trimming Greater than 13' OA (per Tree) | | | |
| Irrigation Inspections | | | |
| Mulch - Supplied and Installed (per cubic yard) | | | |
| Fertilizer (per application | | | |
| Integrated Pest Management (per application) | | | |
| PROPOSAL TOTAL (per Month) | | | |

| **PLANT, TREE AND GROUND COVER INSTALLATION** | | | |
|---|---|---|---|
| Not to be included as part of Proposal review criteria. Price to include all components of installation, including staking, wateringin and one year warranty | **Service Area 1** | **Service Area 2** | **Service Area 3** |
| Annuals (Cost plus %) | | | |
| Ground Cover (Cost plus %) | | | |
| Shrubs (Cost plus %) | | | |
| Palms (Cost plus %) | | | |
| Canopy Trees (Cost plus %) | | | |
| Understory Trees (Cost plus %) | | | |
| Sod (Cost plus %) | | | |
| | | | |

| **TREE REMOVAL AND STUMP GRINDING** | | | |
|---|---|---|---|
| Not to be included as part of Proposal review criteria. Price to include back fill/sod if needed | **Service Area 1** | **Service Area 2** | **Service Area 3** |
| Tree Removal 6" | | | |
| Tree Removal 12" | | | |
| Tree Removal 18" | | | |
| Tree Removal 24" | | | |
| Tree Removal 36" | | | |

# Appendix A
# COST PROPOSAL WORKSHEET cont.

| **IRRIGATION REPAIR** | | | |
|---|---|---|---|
| Not to be included as part of Proposal review criteria unless otherwise noted | | | |
| | **Service Area 1** | **Service Area 2** | **Service Area 3** |
| Wholesale price of materials plus proposed percentage | | | |
| Irrigation Technician Hourly Rate | | | |
| | | | |
| | | | |

The PROPOSER is invited to submit per unit pricing on any other optional/ancillary services which it offers and which may be of interest to the CITY.

# Appendix B
# SCOPE OF WORK

## 1. Definitions

The definitions below describe the CITY's expectation for maintenance. These definitions are applicable to all service areas unless the service area description states otherwise. Unless otherwise noted; costs for all services listed shall be considered part of the monthly maintenance and shall be included in the cost for monthly maintenance at each site.

A. Mowing/Turf Care

i. Mowing of all grassed areas shall be no less than once every seven (7) days in the heavy growing season and shall be no less than bi-weekly, or as instructed by the City's Representative, during the dormant growing season. Growing seasons are dictated by the weather and therefore may change per the CITY's Representative, but otherwise shall be:
   a) Heavy Growing Season - March 15 through October 15
   b) Dormant Growing Season - October 16 through March 14

ii. Prior to mowing and trimming any turf and bed areas; paper, bottles, cans and all other debris (as well as misplaced dirt or sand) must be removed from areas immediately bordering site (ex: sidewalks and curb lines) and actual site locations. Areas are to look clean and neat and free of debris at all times.

iii. At no time shall more than one-third (1/3) of the leaf surface be removed in one mowing in any turf area unless specifically authorized in writing by the City of Winter Springs.

iv. Turf care activities shall be scheduled during the normal work week (M-F 7:30am to Dusk unless directed otherwise) as a general rule and to allow for access to water plant facilities. Should field conditions occur that require a modification to the normal service schedule, Contractor must give the CITY 24 hours' notice and receive approval prior to a service schedule modification.

B. Specific Turf Care

i. St. Augustine

Shall be in accordance with the University of Florida Cooperative Extension Services Calendar for St. Augustine sod care, culture, and good horticultural practice as shown in Publication ENH 5. St. Augustine grassed areas will be mowed to a height of 4.5" inches on average, depending upon established grass needs, by finish mower or a groom mower.

ii. Bahia Grass

Shall be in accordance with the University of Florida Cooperative Extension Services Calendar for Bahia Grass sod care, culture, and good horticultural practice as shown in Publication ENH 6. Bahia grassed areas will be mowed to a height of 3" inches on average, depending upon established grass needs, by finish mower or a groom mower.

C. Cutting of Native Grasses

i. Contractor is to cut Native Grasses to no more than 50% of their length.
ii. Contractor is to cut native grasses in late winter to early spring; just prior to new shoot growth.

D. Remove Grass Clippings and Debris

i. All debris (grass clippings) created by the mowing process is to be removed by mechanical means from all adjacent and contiguous surfaces following all landscaping activities.
ii. Any clipping, trimming debris will be removed from site as work is completed, or at the end of each day that work is performed. Lawn clippings may be left on the turf areas so long as no readily visible clumps remain on the grass surface after mowing, otherwise large clumps of clippings will be collected and disposed of by Contractor. In case of fungal disease outbreaks, all clipping will be collected and properly disposed of until disease is undetectable. No debris bags shall be left on site more than 6 hours.

E. Pruning/Trimming Shrubs, Hedges, and Ornamentals

i. Pruning of plants shall be performed as directed to remove dead wood harboring insects and disease and to promote maximum health and growth. The finding of insects or disease shall be reported immediately to the CITY, so as to limit losses. Aesthetic pruning shall consist of removal of dead or broken branches. Pruning shall be performed to balance infiltration light to enhance new growth.
ii. Selective pruning shall be performed as directed to remove dead wood or moss. Trees shall be trimmed to maintain the required Depa11ment of Transpo11ation clearance of 14' over the roadway. Suckers at the base of trees and branches hanging low into the median so as to impede a lawn mower shall be removed as regular maintenance; buck horning is not permitted unless requested by the CITY.
iii. Ligustrums and shrubbery shall not accumulate more than 211 of growth before being trimmed.
iv. All plants shall be maintained to a well-shaped appearance according to each species' natural growth habit unless requested otherwise by the owner's representative. Flowering shrubs shall be pruned in the proper season to allow full flowering potential for the following flower season. Grouped plantings shall be allowed to form masses appropriate to the species.
v. Small leafed shrubs, such as Pittosporum, Azaleas and Indian hawthorn, etc., are to be kept trimmed in a tight, neat appearance, with removal of partial new growth after no more than four inches of new growth appears.
vi. Larger leafed shrubs, such as viburnum, may attain new growth reaching from 2” to 4” before removal. At no times are shrubs to display a disorderly appearance.
vii. Ornamentals, such as crinum lilies, are to be trimmed aggressively during the rainy season to be kept neat and fungus free. This may be as frequent as every other week.
viii. Sago palms are to be trimmed a minimum of three times a year, or more often, as directed, depending on growth and health. Azaleas are to be trimmed at regular intervals as described above with the exception of the months of October thru March when no trimming should be done to achieve maximum flowering.
ix. Wax myrtles are to be trimmed aggressively in order to maintain a neat, compact habitat.
x. At no time is an herbicide to be used to rid plants of sucker growth. Instead, hand pulling or aggressive trimming routine is to be established.
xi. All ornamentals that produce any dead fronds (i.e., coontie, sage, aztec grass, holly fem, etc.) are to be systematically checked and cleaned with special attention to early spring cleanup.
xii. Dead plant material shall be removed by the Contractor immediately during the normal service visit and a report filed with the CITY detailing the location of removal and species removed.

F. Weedeater Trimming

i. Areas inaccessible to mowing equipment shall be kept neat and trimmed as directed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts and trees) will be done through chemical control within a limit of six inches (6") maximum or trimmer so as not to inflict damage of any kind to structure, equipment or tree.

G. Mulching

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. Mulching is to be performed between November 1 and December 25 each year to keep planted areas neat and freshly maintained. Mulch depth to be a minimum total depth of three (3) inches and placed, not dumped, as well as kept from around the immediate base of shrubs. Mulch type to be chosen by the CITY.
ii. Beds should be cleared of leaves and other debris prior to adding new mulch. The intent of doing this will be to prevent unnecessary height growth of the beds.

H. Edging

i. Edging of all walks, curbs, edging of pavements, and grass invasion shall be done weekly during the heavy growing season and bi-weekly for the remainder of the year.

ii. All grass and dirt to be blown off onto grass areas only. No debris shall be blown onto hard surfaces or into shrub or flower beds.
iii. Schedule for edging of soft surfaces such as turf, bed borders, and ground cover shall be performed bi-weekly or more as directed.

I. Weeding

Weeding of all plant bed areas is to be as often as necessary to conform to the shrub trimming schedule, to control weed population and maintain healthy plants.
i. Remove weeds, vines and "voluntary" seedlings from planting beds. Weed control in landscaped areas will be accomplished by hand weeding and/or application of round-up and a pre-emergent herbicide if needed.
ii. All weeds in sidewalks or pavement areas (including curbing) shall be chemically controlled or removed by hand.
iii. The sod-free rings around trees are to be kept in weed-free condition and shall be maintained at a diameter determined by the City.
iv. All mulch areas or plant beds shall be continuously maintained free of weeds or grasses. vi. All turf areas shall be maintained in a weed free condition. Any area that becomes infested
with weeds or other undesirable grasses must be treated and or replaced at the cost of the Contractor.

J. Pruning/Tree Trimming (less than 13')

All trees are to be trimmed as often as necessary to meet public safety requirements and comply with ISA and ANSI Industry Standards for tree care. Trimming of established trees shall be to a minimum of eight (8) foot and a maximum of thirteen (13) foot under canopy and pruned just outside the branch collar by the Service Provider.
i. Any trees greater than 13' should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
ii. New or young trees are to be pruned with an ideal under canopy of six (6) feet or to a suitable and healthy height for each tree.
iii. Approved traffic (M.U.T.C.D.) warning devices shall be used when necessary to provide safety to persons and vehicular traffic within any areas undergoing pruning. Work will be scheduled after consulting with the CITY.
iv. Dead palm fronds shall be removed as they occur from all palms. Seeds pods shall be removed on an as directed basis from all palms. Trimming of palm fronds shall be conducted with a hand saw. Only dead fronds shall be removed. Palms shall not be trimmed above 9 o'clock and 3 o'clock.
v. Remove Spanish Moss
   a) Remove all low hanging Spanish Moss in ornamental trees and shrubs.
   b) Spanish Moss that is 8' or lower on any tree or ornamental shall be removed when other scheduled tasks are completed at the same frequency.

K. Annuals and/or Plant Replacements

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. The Contractor shall be responsible for replacing any plant materials that die or become damaged to the point that the plant grade is less than Florida Number 1 as a result of neglect or damage caused by the maintenance operation.
ii. Replacement material shall be identical to plant species, quality and specifications of the materials at the time the loss occurs.

L. Insect and Disease Control

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. The Contractor shall establish, in conjunction with the CITY, a preventive program to insure proper care of turf and ornamentals.

ii. The Contractor warrants turf against infestation and disease and will replace same if deemed to be below accepted industry standards (IFAS) by the CITY.
iii. Application times for herbicide and pesticide applications shall be completed by licensed, trained individuals.
iv. Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural and weather conditions permit. The Contractor is responsible for any damaged areas due to disease or insect infestation.

M. Chemical Maintenance

Fertilizer and Herbicide This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. Fertilization and insecticide treatments shall be provided as directed to maintain the health and appearance of all turf and plant material.
ii. Soil amendments, fertilizer, nutrients, pesticides, fungicides, pre-emergent, post emergent, and any other chemicals deemed proper, beneficial or required to maintain the turf and plant material by the Contractor shall be included in the chemical program monthly maintenance fee.
iii. Monthly reports may be requested by the CITY. The reports should outline all treatment provided for the month and any deficits observed.
iv. Timely and prompt treatment is to be performed on all areas detected with problems and areas at risk. A 7-10-day follow-up appointment is to be set with the CITY to ensure eradication of disease or pest problems. Subsequent visits, if necessary, are to be scheduled until the problems no longer exist.

N. Irrigation Inspection and Repair

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. Complete irrigation inspections shall be performed one (I) time per month at minimum.
ii. Details of the inspection shall be recorded on a log sheet (to be submitted with the monthly billing) and consist of the following:
a) Turning on each zone and inspecting each head for the proper coverage, including straightening, adjusting the output of water, adjusting spray pattern and unclogging any heads.
b) Repairing broken heads and lateral lines, as necessary.
c) Checking the irrigation controller(s) for proper operation and programming. If there are battery controllers on the site, check each for battery life and replace at 75% depletion.
d) Checking all zone valves for proper open and closure, making sure to inspect for leaking from the mainline.
e) Checking water source for leaking and visual inspection of backflow device, if present.
f) Visually inspect turf, planters and trees in irrigated areas for signs of drought stress and effect adjustments and/or repairs to remedy the issue.
g) The Contractor shall submit a detailed report, at the time of billing of each monthly service, consisting of the clock and location, each zone by number, and any repairs or work performed during that service. All parts used will be itemized on the bill with a maximum of$ 50.00 billed for repairs without VERBAL approval during the regular monthly scheduled maintenance visit.
h) If there is an additional cost for repairs beyond the maximum of $50.00, the City must be given a verbal report of the repair and costs involved before the work is to be performed. No payment will be made for heads or pmts damaged by the Contractor.
i) Contractor is to immediately prepare an estimate to repair or replace damaged parts on the property within the areas specified in this agreement to meet original specifications with commercial quality irrigation pa1ts. All work performed by Contractor to meet industry standards. All damaged irrigation heads shall be turned in each month along with the monthly billing in order to qualify for payment.
j) Labor cost for these services is established on the proposal form for each project. Material costs shall be paid on the basis of approved wholesale documented cost plus 15% for overhead and profit.
k) Contractor is to immediately notify the CITY if a mainline leak is noticed. Should the Contractor need to shut down the mainline for any reason, the CITY must be contacted at: (407) 327-5962.

O. Other Scope as specifically directed by CITY

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. Service Provider is to prepare proposal for additional work as it is requested by the CITY prior to commencing with additional work. Prior written approval is required for all additional scope not listed on this document.

## 2. Expectations

The work to be performed under this Contract consists of landscape maintenance services for the City of Winter Springs Municipal Facilities. Perform all work in accordance with the Contract Documents. Furnish all materials, equipment, tools, and labor which are reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not. Cost for all services listed shall be considered part of the monthly maintenance and shall be included in the cost for monthly maintenance at each site.
A. The Contractors shall be obligated at its expense, immediately or promptly to repair to the CITY's Representative's satisfaction, any damage to exterior plantings, or irrigation systems or any other property within the areas specified in this agreement. In the event the contractor has not repaired any such damage within reasonable time, as determined by the CITY's Representative, the CITY may repair such damage and deduct such cost from the next payment due to the Contractor. The Contractor shall be liable to the CITY for any such cost in excess of the amount deducted by the CITY.
B. The Contractor shall be obligated to immediately notify the CITY Representative verbally and follow in writing within twenty-four (24) hours after the event of any damage which the Contractor discovers, or should have discovered in the exercise of reasonable care, whether or not such damage was caused by the Contractor.
C. Prior to the commencement of work on this contract, an authorized representative of the Contractor and the Designated Representative of the CITY may perform a video condition survey of all exterior plantings at each of the designated areas of the City covered by this Agreement. The Contractor and the CITY shall jointly prepare and sign a written report the condition survey which shall describe the condition and location of all unhealthy plants.

## 3. Scope of Service

A. Service Area #1 - Cross Seminole Trail and Bridges
Locations and property description

1. S.R. 434 Bridge

i. S.R. 434 Cross Seminole Trail Overpass, located just east of Tuskawilla Road. No work is performed on the actual bridge itself. Beds under and around bridge are included in this section. Service areas have irrigation with timer being located on the South West side of S.R. 434 by the power boxes.

2. Cross Seminole Trail

i. Just south (approximately 30') of the south entrance onto the S.R. 434 Cross Seminole Trail Overpass Bridge, heading North and West along the trail to the Layer Elementary School entrance road (current end of the trail). Maintain each side of trail to project boundaries which is usually 2 to 8 passes with a 50" mower deck, but this varies in many areas and steps must be taken to groom all affected areas. Includes small medians at each Trail Head entrance.

3. Cross Seminole Trail (Creek) Bridge

i. Located between the Seminole County Bus Yard (Consolidated Services Compound) and Layer Elementary School. Keep vines from growing overhand railings and onto the bridge. Trim any/all overhanging tree limbs and foliage.

4. Required Services

i. For the Cross Seminole Trail (location b)

a) The below services are required weekly through the growing season (3/15-10/15) and bi-weekly through the dormant season (10/16-3/14)

b) Mow, Blow, Trim Hedges, Weedeater, Mulch (Semi- Annually), Edge, Weeding Beds, Prune Trees, Remove Spanish Moss, Trash Removal, Fe1iilization (As directed), Annual Flower Rotation (As Requested), Insect and Disease Control (As required), Irrigation Inspection, and Irrigation Repair (monthly/as required) and other services as requested.

5. All other locations in this service area (locations a and c)

i. The below services are required weekly through the growing season (3/15-10/15) and bi-weekly through the dormant season (10/16-3/14)

ii. Mow, Edge, Trim Hedges, Weedeater, Edge, Trim Trees, Remove Spanish Moss, Trash Removal, and other services as requested.

B. Service Area #2 - Tuskawilla Road, Tuskawilla Lighting and Beautification District and Oak Forest Assessment District Locations and property description

1) Tuskawilla Rd. Rights of Way (R.O.W.)
   i. East - Tuskawilla Rd. from S.R. 434 south to Lord of Life Church, from south wall at Trotwood Blvd. to and including power easement as well as the right of way in front of the Arbor Glen subdivision. West - Tuskawilla Rd. south to Tuskawilla Trail (Including Berm just south of the Church of the New Covenant).
2) Tuskawilla Rd. Medians
   i. Medians on Tuskawilla Rd. from S.R. 434 south to end of median cut at the Church of the New Covenant (800 Tuskawilla Rd.) Irrigation on the center medians is operated by multiple TBOS battery controllers.
3) Tuskawilla Lighting and Beautification District (TLBD)
   i. Just south (approximately 30') of the south entrance onto the S.R. 434 Cross Seminole Trail Overpass Bridge, heading North and West along the trail to the Layer Elementary School entrance road (current end of the trail). Maintain each side of trail to project boundaries which is usually 2 to 8 passes with a 50" mower deck, but this varies in many areas and steps must be taken to groom all affected areas. Includes small medians at each Trail Head entrance.

4) Oak Forest Entrances
   i. Forest Creek Dr. - 50' north and south of the sign wall on the west side of Tuskawilla Rd. and north and south sides of Forest Creek Dr. to Benchwood Ct. and Benchwood Dr.
   ii. Trotwood Blvd. - 50' north and south of the sign wall on the west side of Tuskawilla Rd. and north and south sides of Trotwood Blvd. to N. Endeavor Dr. and S. Endeavor Dr. including center median.
   iii. Winter Springs Blvd. - 50' north and south of the sign wall on the west side of Winter Springs Blvd. (south side to end of sign wall at 1067 Winter Springs Blvd., north side to 1054 Winter Springs Blvd. including inaccessible area at perimeter of pond) and (2) center medians. Irrigation on the center medians is operated by multiple TBOS battery controllers.
   iv. Oak Forest Dr. - 50' north and south of the sign wall on the west side of Tuskawilla Rd. and north and south sides of Oak Forest Dr. to Cherokee Ct. and Cherokee Dr.
5) Oak Forest Wall
   i. The entire length of the Oak Forest wall alongside Tuskawilla Rd., directly along the wall where plants, shrubs, and vines are planted. Wall boundaries are from the Tuskawilla Office Park to New Covenant Church, not including the section of wall owned and maintained by Grande Reserve. Backside of wall not included. (Irrigation - spray heads are along entire length of the wall and bubbler heads on Oak Trees located between Trotwood and Tuskawilla Office Park, all included. Timers are located at entrances to Oak Forest at Winter Springs Blvd. and Trotwood Blvd. entrances. All four (4) entrances have irrigation on these timers.)
6) <u>Required Services</u>

i. For the Tuskawilla Rd. ROWs (location a)

a) The below services are required weekly through the growing season (4/01-12/0 l) and bi-weekly through the dormant season (12/02-3/31)

b) Mow, Weedeater Trimming, Edge Grass, Trim Trees, Remove Spanish Moss, Trash Removal and other services as requested.

ii. All other locations in this service area

a) The below services are required weekly through the growing season (4/01-12/01) and bi-weekly through the

dormant season (12/02-3/31)

b) Mow, Blow, Trim Hedges, Weedeater Trimming, Mulch (Semi-Annually), Edge Grass, Weeding Beds, Trim Trees, Remove Spanish Moss, Trash Removal, Fertilization (As Required/Annually), Insect and Disease Control (As Required), Irrigation Inspection and Repair (Monthly/As Required) and other services as requested.

C. Service Area #3 - Blumberg Boulevard, North Tuskawilla Road (North of SR 434, and Market Square

i. Locations and property description

1) Blumberg Blvd. (Center Median Gardens and Monuments)

a) Just south (approximately 30') of the south entrance onto the S.R. 434 Cross Seminole Trail Overpass Bridge, heading North and West along the trail to the Layer Elementary School entrance road (current end of the trail). Maintain each side of trail to project boundaries which is usually 2 to 8 passes with a 50" mower deck, but this varies in many areas and steps must be taken to groom all affected areas. Includes small medians at each Trail Head entrance.

2) Tuskawilla Rd. (S.R. 434 to 100' No1ih of Blumberg Blvd.)

a) S.R. 434 Cross Seminole Trail Overpass, located just east of Tuskawilla Road. No work is performed on the actual bridge itself. Beds under and around bridge are included in this section. Service areas have irrigation with timer being located on the South West side of S.R. 434 by the power boxes.

3) Market Square

a) Located at the Northwest corner of S.R. 434 and N. Tuskawilla Rd., Market Square consists of the property in and around the fountain and hardscape areas immediately adjacent to the face of the building/business entrances in the Winter Springs Town Center.

4) Required Services

a) All locations in the service area

i. Mow, Blow, Trim Hedges, Weedeater, Mulch (Semi- Annually), Edge, Weeding Beds, Prune Trees, Remove Spanish Moss, Trash Removal, Fertilization (As directed), Annual Flower Rotation (As Requested), Insect and Disease Control (As Required), Irrigation Inspection and Repair (Monthly/As Required) and other additional services as requested

# Appendix C
# BID BOND FORM

**KNOW ALL MEN BY THESE PRESENTS,** that we, the undersigned,

_____as Principal, and _____as Surety, are hereby and firmly bound unto the CITY OF WINTER SPRINGS as OWNER, in the penal

sum of _____ Dollars ($_____) for the payments 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 the CITY OF WINTER SPRINGS a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Work described as:

_____

**NOW, THEREFORE,** if the Principal shall not withdraw said Bid within 90 days after the opening of the same, or in the alternate, if said Bid shall be accepted and the Principal shall execute and deliver required certificates of insurance and a contract that, at minimum, includes the terms of the Form of Agreement attached hereto (properly completed in accordance with said Bid), and shall give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the same shall remain in force and effect and the sum herein stated shall be due and payable to the CITY OF WINTER SPRINGS and the Surety herein agrees to pay said sum immediately, upon demand of the CITY OF WINTER SPRINGS, in good and lawful money of the United States of America, as liquidated damages for failure of the Principal; 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 an 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 above bounded parties have executed this instrument under their

several seals this _____day of _____, 20____, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
(Witness)

_____
(Principal) (Seal)

_____
(Title)

_____
(Address)

_____
(Surety) (Seal)

_____
(Title)

_____
(Address

**RFP #09-23-04 LH Name: Landscape Maintenance Service Date: Oct. 27, 2023** **Evaluator: Team Tabulation**

| Criteria | Max Points | Natures Care | Baker Commercial Landscaping | Cepra Landscape | |
|---|---|---|---|---|---|
| Capability and Capacity to meet CITY requirements R1 | 40 | 35 | 30 | 25 | |
| Proposers Background/Experience in Providing Similar Services to Other Municipalities R2 | | 38 | 35 | 37 | |
| **20 Points for each** R3 | | 35 | 27 | 30 | |
| **References:** Evaluation of the Proposer's work from previous organizations receiving similar services to those proposed within this RFP. See the Mandatory Proposal Form, Reference Information Form. **15 Points for each of 2** | 30 | | | | |
| R1 | | 30 | 30 | 30 | |
| R2 | | 30 | 23 | 24 | |
| R3 | | 24 | 22 | 24 | |
| **Cost:** The cost of the Proposal is important to the CITY, however, based on the evaluation of the other criteria, the CITY will not necessarily select the lowest proposer. R1 | 30 | 30 | 10 | 25 | |
| R2 | | 28 | 15 | 30 | |
| R3 | | 25 | 15 | 24 | |
| **EXTRA BONUS POINTS: Certified Minority Business Enterprise: R2** | 3 | 3 | | 3 | |
| ***1. The firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. (3 Extra Bonus Points)*** | | 3 | | 3 | |
| **TOTAL** | **103 X 3** | 281 | 207 | 255 | |

**Evaluators: Brian Dunigan R1, Kevin Maddox R2, Clifton Mullis R3**

## MANDATORY PROPOSAL FORMS

| | | |
|---|---|---|
| Proposal Form 1 | - | PROPOSER Information and Acknowledgement Form |
| Proposal Form 2 | - | References Information Form |
| Proposal Form 3 | - | Insurance Requirements Form |
| Proposal Form 4 | - | Scrutinized Company Certification |
| Proposal Form 5 | - | Non-Collusion Affidavit |
| Proposal Form 6 | - | Drug Free Workplace Form |
| Proposal Form 7 | - | Public Entity Crimes Statement |
| Proposal Form 8 | - | E-Verify Statement |
| Proposal Form 9 | - | Conflict of Interest Statement |
| Proposal Form 10 | - | SMWBE Utilization Plan |
| Appendix A | - | Cost Proposal Worksheet |

**Mandatory forms must be submitted with the Proposal.**

**Failure to submit forms may disqualify the PROPOSER from the RFP**

Appendix B Scope of Work (Not a Mandatory Form To Return)

Appendix C Bid Bond Agreement

# PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

**For**
**RFP #09-23-04 LH**
**Landscape Maintenance**

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

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

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

PROPOSER NAME: Nature's Care Orlando, LLC

TAX ID# SNN or EIN: 27-4017151

PROPOSER ADDRESS: 747 Commerce Cir, Longwood, FL 32750

PURCHASE ORDER ADDRESS: 747 Commerce Cir, Longwood, FL 32750

PHONE NUMBER: 321-316-4798

COMPANY WEBSITE: www.NaturesCareOrlando.com

COMPANY CONTACT (REP): Jaime P Beaulieu

CONTACT EMAIL ADDRESS: accounts@NaturesCareOrlando.com

SIGNATURE: Jaime P Beaulieu

**THE UNDERSIGNED:**

A. Acknowledges receipt of:
   1. RFP # 09-23-04 LH Pertaining To: Landscape Maintenance Services
   2. Addenda:
      Number: 1, Dated 10/13/23.
      Number: _____, Dated _____.

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

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

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

**Stipulated Amount**

A. Submit on Cost Proposal Worksheet, Appendix A.

# Detail by Entity Name

Florida Limited Liability Company
NATURE'S CARE ORLANDO, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L10000120955 |
| **FEI/EIN Number** | 27-4017151 |
| **Date Filed** | 11/22/2010 |
| **Effective Date** | 11/22/2010 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | LC AMENDMENT |
| **Event Date Filed** | 12/17/2018 |
| **Event Effective Date** | NONE |

**Principal Address**

747 COMMERCE BLVD A
LONGWOOD, FL 32750

Changed: 12/17/2018

**Mailing Address**

747 COMMERCE BLVD A
LONGWOOD, FL 32750

Changed: 12/17/2018

**Registered Agent Name & Address**

BEAULIEU, JAIME
1102 Elgrove Drive
Deltona, FL 32725

Name Changed: 12/17/2018

Address Changed: 03/06/2019

**Authorized Person(s) Detail**

**Name & Address**

Title MGRM

BEAULIEU, JAIME
1102 Elgrove Drive
Deltona, FL 32725

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2021 | 04/05/2021 |
| 2022 | 03/23/2022 |
| 2023 | 02/20/2023 |

**Document Images**

| | |
|---|---|
| 02/20/2023 -- ANNUAL REPORT | View image in PDF format |
| 03/23/2022 -- ANNUAL REPORT | View image in PDF format |
| 04/05/2021 -- ANNUAL REPORT | View image in PDF format |
| 04/16/2020 -- ANNUAL REPORT | View image in PDF format |
| 03/06/2019 -- ANNUAL REPORT | View image in PDF format |
| 12/17/2018 -- LC Amendment | View image in PDF format |
| 03/15/2018 -- ANNUAL REPORT | View image in PDF format |
| 07/05/2017 -- ANNUAL REPORT | View image in PDF format |
| 02/01/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/27/2015 -- ANNUAL REPORT | View image in PDF format |
| 08/07/2014 -- LC Amendment | View image in PDF format |
| 06/10/2014 -- ANNUAL REPORT | View image in PDF format |
| 01/28/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2012 -- ANNUAL REPORT | View image in PDF format |
| 02/20/2011 -- ANNUAL REPORT | View image in PDF format |
| 11/22/2010 -- Florida Limited Liability | View image in PDF format |

## REFERENCE INFORMATION FORM

**RFP # 09-23-04 LH**

**Landscape Maintenance Services**

Organization: Timacuan HOA

Contact Person: Anita Roberts, Vice President, Premier Association Management, LLC

Address: 3112 W. Lake Mary Blvd,

City: Lake Mary State: Florida Zip: 32746

Phone Number: ( 407 ) 333-7787

Project Cost: $600,000 Date Performed: Spring 2018 - Current

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Organization: Lake Forest Master Community Association

Contact Person: Gaby Steffenson, Licensed Community Association Manager

Address: 5350 Shoreline Circle,

City: Sanford State: Florida Zip: 32771

Phone Number: ( 407 ) 302-8202

Project Cost: $150,000 Date Performed: Spring 2018 - Current

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Organization: Howell Creek Community Association

Contact Person: James Futch

Address: 323 Circle Dr,

City: Maitland State: Florida Zip: 32751

Phone Number: ( 941 ) 275-4638

Project Cost: $189,000 Date Performed: Summer 2023 - Current

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PROPOSER Representative Typed Name/Title: Jamie Beaulieu, President / CEO

PROPOSER Representative Signature:

PROPOSER: Nature's Care Orlando, LLC.

# INSURANCE REQUIREMENTS FORM

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

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

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

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

Thirty (30) days cancellation notice required.

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

Nature's Care Orlando, LLC
**PROPOSER**

James R Bentley
**Authorized Signature**

President/Owner
**Officer Title**

10/26/23
**Date**

# SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

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

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

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

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

a. The PROPOSER is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
b. Been placed on the Scrutinized Companies that Boycott Israel List or
c. Is engaged in a boycott of Israel; or
d. Been engaged in business operations in Cuba or Syria.

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

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

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

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

**STATE OF** Florida

X _____
Date: 10/26/23

**COUNTY OF** Seminole

The foregoing instrument was acknowledged before me by means of (X) physical presence or (_____) online notarization,

this 26th day of October, 2023 by Jaime Beaulieu the President/Owner of Nature's Care Orlando, a Florida LLC (X) who is personally known to me or (_____) who produced — as identification.

Notary Public: Stacey Newman

Print Name: Stacey Newman

My Commission Expires: 10/10/2026

STACEY NEWMAN
Notary Public-State of Florida
Commission # HH 320703
My Commission Expires
October 10, 2026

# NON-COLLUSION AFFIDAVIT of PRIME PROPOSER

**STATE OF** Florida

**COUNTY OF** Seminole

Jaime Beaulieu, being duly sworn, deposes and says that:

(1) He/she is President/Owner (Title) of Nature's Care Orlando, LLC (PROPOSER)

The PROPOSER that has submitted the attached response.

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

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

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

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

James P Butler (Signed) — President/Owner (Title)

**STATE OF** Florida

**COUNTY OF** Seminole

The foregoing instrument was acknowledged before me this 26th day of October, 2023 by Jaime Beaulieu,

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

who (did / did not) take an oath.

STACEY NEWMAN
Notary Public-State of Florida
Commission # HH 320703
My Commission Expires
October 10, 2026

Stacey Newman (Signature of Notary Public)

Stacey Newman (Name of Notary Typed, Printed or Stamped) Notary Public

HH320703 (Commission Number)

# DRUG FREE WORKPLACE FORM

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

Nature's Care Orlando, LLC does:
(Name of PROPOSER)

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

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

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

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

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

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

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

Jaime A Beaulieu — 10/26/23
(Authorized Signature) (Date)

Jaime Beaulieu
(Print/Type Name as Signed Above

# PUBLIC ENTITY CRIMES STATEMENT

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

1. This sworn statement is submitted with Proposal for RFP #09-23-04 LH Landscape Maintenance Services.

2. This sworn statement is submitted by (PROPOSER) Nature's Care Orlando, LLC whose business address is

747 Commerce Cir, Longwood, FL 32750 and (if applicable) Federal Employer Identification Number (FEIN)

is 27-4017151 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your

Social Security Number: N/A.

3. My name is Jaime Beaulieu and my relationship to the PROPOSER named above is President/Owner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

Signature 10/26/23 Date:

## PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF Florida

COUNTY OF Seminole

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 26th day of October, 2023, and is personally known to me, or has provided ✓ as identification.

Stacey Newman
Notary Public

My Commission expires: 10/10/2026

STACEY NEWMAN
Notary Public-State of Florida
Commission # HH 320703
My Commission Expires
October 10, 2026

## E-VERIFY STATEMENT

Proposal Number: RFP # 09-23-04 LH

Project Description: Landscape Maintenance Services

PROPOSER acknowledges and agrees to the following:
PROPOSER shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the PROPOSER during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the PROPOSER to perform work pursuant to the contract with the CITY.

PROPOSER: Nature's Care Orlando, LLC

Authorized Signature: _____

Title: President/Owner

Date: 10/26/2023

# CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Proposal for ***RFP # 09-23-04 LH Landscape Maintenance Services***

This sworn statement is submitted by (PROPOSER) Nature's Care Orlando, LLC whose business address is 747 Commerce Cir, Longwood, FL 32750 and (if applicable) Federal Employer Identification Number (FEIN) is 27-4017151 ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A .)

My name is Jaime Beaulieu and my relationship to the PROPOSER named above is President/Owner .

1. The above-named PROPOSER is submitting a Proposal for the City of Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Proposal is being submitted and that the above-named PROPOSER has no financial interest in other entities submitting Proposals for the same project.
4. Neither the Affiant nor the above- named PROPOSER has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the PROPOSER's submittal for the above Proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the PROPOSER not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the PROPOSER nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the PROPOSER's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that no member of the PROPOSER's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named PROPOSER, will immediately notify the City of Winter Springs.

Jaime A Beaulieu 10/26/23
Signature Date:

**STATE OF** Florida

**COUNTY OF** Seminole

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 26th day of October, 2023, and is personally known to me, or has provided — as identification.

Stacey Newman My Commission expires: 10/10/2026
Notary Signature

STACEY NEWMAN
Notary Public-State of Florida
Commission # HH 320703
My Commission Expires
October 10, 2026

# SMWBE UTILIZATION PLAN

**Small, Minority, and Women's Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization**

PROPOSER Company Name: Natures Care Orlando, LLC

Project Name : **Landscape Maintenance Services**

RFP Number : ***RFP # 09-23-04 LH***

CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. The CITY requires that PROPOSERS (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm's plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and veteran owned businesses.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity

***https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd***

Jaime Beaulieu
*President / CEO*
Direct: (407) 562-6193
Jaime@NaturesCareOrlando.com

Committed To Excellence

Landscape | Lawn Maintenance | Irrigation | Fertilization

## SMWBE Utilization Plan

Our firm's plan for identifying and utilizing SMWBE is as follows:

Nature's Care Orlando LLC uses a MWBE flower grower; Lamb Nursery in Winter Garden, for all flower installations when available.

If scheduling allows, we will use her for all flower installations, otherwise we will seek out other small, minority, and women owned business enterprises for flower installs.

Nature's Care Orlando LLC also uses a MWBE for bid bonding, Florida Surety Bonds Inc. in Maitland.

We will be using them for the bid bonding on this project.

# Appendix A
# COST PROPOSAL WORKSHEET

| PROPOSED COST | | | |
|---|---|---|---|
| Item | Service Area 1 | Service Area 2 | Service Area 3 |
| Base Maintenance | $46,684.00 | $128,528.00 | $52,552.00 |
| Palm Trimming Greater than 13' OA (per Tree) | $42.00 | $42.00 | $42.00 |
| Crepe Trimming Greater than 13' OA (per Tree) | $13.58 | $13.58 | $13.58 |
| Irrigation Inspections | $0.00 | $16,580.00 | $490.00 |
| Mulch - Supplied and Installed (per cubic yard) | $49.50 | $49.50 | $49.50 |
| Fertilizer (per application | $1,400.00 | $6,119.00 | $1,359.00 |
| Integrated Pest Management (per application) | $980.00 | $3,059.00 | $680.00 |
| PROPOSAL TOTAL (per Month) | $3,890.33 | $10,710.67 | $4,379.33 |

*Bid Bod and Payment Performance Bond to be Billed at time of award. Not Included as of yet.

| PLANT, TREE AND GROUND COVER INSTALLATION | | | | |
|---|---|---|---|---|
| Not to be included as part of Proposal review criteria. Price to include all components of installation, including staking, wateringin and one year warranty | | Service Area 1 | Service Area 2 | Service Area 3 |
| Annuals (Cost plus %) | Regular - (2.45)* | $2.45 | $2.45 | $2.45 |
| Ground Cover (Cost plus %) | 1 Gal - LEG (7.00)* | $7.00 | $7.00 | $7.00 |
| Shrubs (Cost plus %) | 3 Gal - Viburnum (18.50)* | $14.50 | $14.50 | $14.50 |
| Palms (Cost plus %) | 20' Sabals (475.00)* | $475.00 | $475.00 | $475.00 |
| Canopy Trees (Cost plus %) | 30 gal - Live Oak (437.50)* | $437.50 | $437.50 | $437.50 |
| Understory Trees (Cost plus %) | 15 gal Crepes (175.00)* | $175.00 | $175.00 | $175.00 |
| Sod (Cost plus %) | Per Pallet, St. Augustine (1.75)* | $1.75 | $1.75 | $1.75 |
| | | | | |

*Pricing does not include DOT detail, if needed.

| TREE REMOVAL AND STUMP GRINDING | | | |
|---|---|---|---|
| Not to be included as part of Proposal review criteria. Price to include back fill/sod if needed | Service Area 1 | Service Area 2 | Service Area 3 |
| Tree Removal 6" | $250 | $300 | $300 |
| Tree Removal 12" | $400 | $600 | $600 |
| Tree Removal 18" | $1,400 | $1,400 | $1,400 |
| Tree Removal 24" | $2,150 | $2,150 | $2,150 |
| Tree Removal 36" | $3,250 | $3,250 | $3,250 |

## Appendix A
## COST PROPOSAL WORKSHEET cont.

| IRRIGATION REPAIR | | | |
|---|---|---|---|
| Not to be included as part of Proposal review criteria unless otherwise noted | | | |
| | **Service Area 1** | **Service Area 2** | **Service Area 3** |
| Wholesale price of materials plus proposed percentage | 70% | 70% | 70% |
| Irrigation Technician Hourly Rate | $65.00 | $65.00 | $65.00 |
| | | | |
| | | | |

The PROPOSER is invited to submit per unit pricing on any other optional/ancillary services which it offers and which may be of interest to the CITY.

# Appendix B
# SCOPE OF WORK

## 1. Definitions

The definitions below describe the CITY's expectation for maintenance. These definitions are applicable to all service areas unless the service area description states otherwise. Unless otherwise noted; costs for all services listed shall be considered part of the monthly maintenance and shall be included in the cost for monthly maintenance at each site.

A. Mowing/Turf Care

i. Mowing of all grassed areas shall be no less than once every seven (7) days in the heavy growing season and shall be no less than bi-weekly, or as instructed by the City's Representative, during the dormant growing season. Growing seasons are dictated by the weather and therefore may change per the CITY's Representative, but otherwise shall be:
   a) Heavy Growing Season - March 15 through October 15
   b) Dormant Growing Season - October 16 through March 14

ii. Prior to mowing and trimming any turf and bed areas; paper, bottles, cans and all other debris (as well as misplaced dirt or sand) must be removed from areas immediately bordering site (ex: sidewalks and curb lines) and actual site locations. Areas are to look clean and neat and free of debris at all times.

iii. At no time shall more than one-third (1/3) of the leaf surface be removed in one mowing in any turf area unless specifically authorized in writing by the City of Winter Springs.

iv. Turf care activities shall be scheduled during the normal work week (M-F 7:30am to Dusk unless directed otherwise) as a general rule and to allow for access to water plant facilities. Should field conditions occur that require a modification to the normal service schedule, Contractor must give the CITY 24 hours' notice and receive approval prior to a service schedule modification.

B. Specific Turf Care

i. St. Augustine

Shall be in accordance with the University of Florida Cooperative Extension Services Calendar for St. Augustine sod care, culture, and good horticultural practice as shown in Publication ENH 5. St. Augustine grassed areas will be mowed to a height of 4.5" inches on average, depending upon established grass needs, by finish mower or a groom mower.

ii. Bahia Grass

Shall be in accordance with the University of Florida Cooperative Extension Services Calendar for Bahia Grass sod care, culture, and good horticultural practice as shown in Publication ENH 6. Bahia grassed areas will be mowed to a height of 3" inches on average, depending upon established grass needs, by finish mower or a groom mower.

C. Cutting of Native Grasses

i. Contractor is to cut Native Grasses to no more than 50% of their length.
ii. Contractor is to cut native grasses in late winter to early spring; just prior to new shoot growth.

D. Remove Grass Clippings and Debris

i. All debris (grass clippings) created by the mowing process is to be removed by mechanical means from all adjacent and contiguous surfaces following all landscaping activities.
ii. Any clipping, trimming debris will be removed from site as work is completed, or at the end of each day that work is performed. Lawn clippings may be left on the turf areas so long as no readily visible clumps remain on the grass surface after mowing, otherwise large clumps of clippings will be collected and disposed of by Contractor. In case of fungal disease outbreaks, all clipping will be collected and properly disposed of until disease is undetectable. No debris bags shall be left on site more than 6 hours.

E. Pruning/Trimming Shrubs, Hedges, and Ornamentals

i. Pruning of plants shall be performed as directed to remove dead wood harboring insects and disease and to promote maximum health and growth. The finding of insects or disease shall be reported immediately to the CITY, so as to limit losses. Aesthetic pruning shall consist of removal of dead or broken branches. Pruning shall be performed to balance infiltration light to enhance new growth.
ii. Selective pruning shall be performed as directed to remove dead wood or moss. Trees shall be trimmed to maintain the required Depa11ment of Transpo11ation clearance of 14' over the roadway. Suckers at the base of trees and branches hanging low into the median so as to impede a lawn mower shall be removed as regular maintenance; buck horning is not permitted unless requested by the CITY.
iii. Ligustrums and shrubbery shall not accumulate more than 211 of growth before being trimmed.
iv. All plants shall be maintained to a well-shaped appearance according to each species' natural growth habit unless requested otherwise by the owner's representative. Flowering shrubs shall be pruned in the proper season to allow full flowering potential for the following flower season. Grouped plantings shall be allowed to form masses appropriate to the species.
v. Small leafed shrubs, such as Pittosporum, Azaleas and Indian hawthorn, etc., are to be kept trimmed in a tight, neat appearance, with removal of partial new growth after no more than four inches of new growth appears.
vi. Larger leafed shrubs, such as viburnum, may attain new growth reaching from 2" to 4" before removal. At no times are shrubs to display a disorderly appearance.
vii. Ornamentals, such as crinum lilies, are to be trimmed aggressively during the rainy season to be kept neat and fungus free. This may be as frequent as every other week.
viii. Sago palms are to be trimmed a minimum of three times a year, or more often, as directed, depending on growth and health. Azaleas are to be trimmed at regular intervals as described above with the exception of the months of October thru March when no trimming should be done to achieve maximum flowering.
ix. Wax myrtles are to be trimmed aggressively in order to maintain a neat, compact habitat.
x. At no time is an herbicide to be used to rid plants of sucker growth. Instead, hand pulling or aggressive trimming routine is to be established.
xi. All ornamentals that produce any dead fronds (i.e., coontie, sage, aztec grass, holly fem, etc.) are to be systematically checked and cleaned with special attention to early spring cleanup.
xii. Dead plant material shall be removed by the Contractor immediately during the normal service visit and a report filed with the CITY detailing the location of removal and species removed.

F. Weedeater Trimming

i. Areas inaccessible to mowing equipment shall be kept neat and trimmed as directed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts and trees) will be done through chemical control within a limit of six inches (6") maximum or trimmer so as not to inflict damage of any kind to structure, equipment or tree.

G. Mulching

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. Mulching is to be performed between November 1 and December 25 each year to keep planted areas neat and freshly maintained. Mulch depth to be a minimum total depth of three (3) inches and placed, not dumped, as well as kept from around the immediate base of shrubs. Mulch type to be chosen by the CITY.
ii. Beds should be cleared of leaves and other debris prior to adding new mulch. The intent of doing this will be to prevent unnecessary height growth of the beds.

H. Edging

i. Edging of all walks, curbs, edging of pavements, and grass invasion shall be done weekly during the heavy growing season and bi-weekly for the remainder of the year.

ii. All grass and dirt to be blown off onto grass areas only. No debris shall be blown onto hard surfaces or into shrub or flower beds.
iii. Schedule for edging of soft surfaces such as turf, bed borders, and ground cover shall be performed bi-weekly or more as directed.

I. Weeding

Weeding of all plant bed areas is to be as often as necessary to conform to the shrub trimming schedule, to control weed population and maintain healthy plants.
i. Remove weeds, vines and "voluntary" seedlings from planting beds. Weed control in landscaped areas will be accomplished by hand weeding and/or application of round-up and a pre-emergent herbicide if needed.
ii. All weeds in sidewalks or pavement areas (including curbing) shall be chemically controlled or removed by hand.
iii. The sod-free rings around trees are to be kept in weed-free condition and shall be maintained at a diameter determined by the City.
iv. All mulch areas or plant beds shall be continuously maintained free of weeds or grasses. vi. All turf areas shall be maintained in a weed free condition. Any area that becomes infested
with weeds or other undesirable grasses must be treated and or replaced at the cost of the Contractor.

J. Pruning/Tree Trimming (less than 13')

All trees are to be trimmed as often as necessary to meet public safety requirements and comply with ISA and ANSI Industry Standards for tree care. Trimming of established trees shall be to a minimum of eight (8) foot and a maximum of thirteen (13) foot under canopy and pruned just outside the branch collar by the Service Provider.
i. Any trees greater than 13' should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
ii. New or young trees are to be pruned with an ideal under canopy of six (6) feet or to a suitable and healthy height for each tree.
iii. Approved traffic (M.U.T.C.D.) warning devices shall be used when necessary to provide safety to persons and vehicular traffic within any areas undergoing pruning. Work will be scheduled after consulting with the CITY.
iv. Dead palm fronds shall be removed as they occur from all palms. Seeds pods shall be removed on an as directed basis from all palms. Trimming of palm fronds shall be conducted with a hand saw. Only dead fronds shall be removed. Palms shall not be trimmed above 9 o'clock and 3 o'clock.
v. Remove Spanish Moss
   a) Remove all low hanging Spanish Moss in ornamental trees and shrubs.
   b) Spanish Moss that is 8' or lower on any tree or ornamental shall be removed when other scheduled tasks are completed at the same frequency.

K. Annuals and/or Plant Replacements

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. The Contractor shall be responsible for replacing any plant materials that die or become damaged to the point that the plant grade is less than Florida Number 1 as a result of neglect or damage caused by the maintenance operation.
ii. Replacement material shall be identical to plant species, quality and specifications of the materials at the time the loss occurs.

L. Insect and Disease Control

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
   i. The Contractor shall establish, in conjunction with the CITY, a preventive program to insure proper care of turf and ornamentals.

ii. The Contractor warrants turf against infestation and disease and will replace same if deemed to be below accepted industry standards (IFAS) by the CITY.
iii. Application times for herbicide and pesticide applications shall be completed by licensed, trained individuals.
iv. Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural and weather conditions permit. The Contractor is responsible for any damaged areas due to disease or insect infestation.

M. Chemical Maintenance

Fertilizer and Herbicide This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. Fertilization and insecticide treatments shall be provided as directed to maintain the health and appearance of all turf and plant material.
ii. Soil amendments, fertilizer, nutrients, pesticides, fungicides, pre-emergent, post emergent, and any other chemicals deemed proper, beneficial or required to maintain the turf and plant material by the Contractor shall be included in the chemical program monthly maintenance fee.
iii. Monthly reports may be requested by the CITY. The reports should outline all treatment provided for the month and any deficits observed.
iv. Timely and prompt treatment is to be performed on all areas detected with problems and areas at risk. A 7-10-day follow-up appointment is to be set with the CITY to ensure eradication of disease or pest problems. Subsequent visits, if necessary, are to be scheduled until the problems no longer exist.

N. Irrigation Inspection and Repair

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. Complete irrigation inspections shall be performed one (I) time per month at minimum.
ii. Details of the inspection shall be recorded on a log sheet (to be submitted with the monthly billing) and consist of the following:
a) Turning on each zone and inspecting each head for the proper coverage, including straightening, adjusting the output of water, adjusting spray pattern and unclogging any heads.
b) Repairing broken heads and lateral lines, as necessary.
c) Checking the irrigation controller(s) for proper operation and programming. If there are battery controllers on the site, check each for battery life and replace at 75% depletion.
d) Checking all zone valves for proper open and closure, making sure to inspect for leaking from the mainline.
e) Checking water source for leaking and visual inspection of backflow device, if present.
f) Visually inspect turf, planters and trees in irrigated areas for signs of drought stress and effect adjustments and/or repairs to remedy the issue.
g) The Contractor shall submit a detailed report, at the time of billing of each monthly service, consisting of the clock and location, each zone by number, and any repairs or work performed during that service. All parts used will be itemized on the bill with a maximum of$ 50.00 billed for repairs without VERBAL approval during the regular monthly scheduled maintenance visit.
h) If there is an additional cost for repairs beyond the maximum of $50.00, the City must be given a verbal report of the repair and costs involved before the work is to be performed. No payment will be made for heads or pmts damaged by the Contractor.
i) Contractor is to immediately prepare an estimate to repair or replace damaged parts on the property within the areas specified in this agreement to meet original specifications with commercial quality irrigation pa1ts. All work performed by Contractor to meet industry standards. All damaged irrigation heads shall be turned in each month along with the monthly billing in order to qualify for payment.
j) Labor cost for these services is established on the proposal form for each project. Material costs shall be paid on the basis of approved wholesale documented cost plus 15% for overhead and profit.
k) Contractor is to immediately notify the CITY if a mainline leak is noticed. Should the Contractor need to shut down the mainline for any reason, the CITY must be contacted at: (407) 327-5962.

O. Other Scope as specifically directed by CITY

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. Service Provider is to prepare proposal for additional work as it is requested by the CITY prior to commencing with additional work. Prior written approval is required for all additional scope not listed on this document.

## 2. Expectations

The work to be performed under this Contract consists of landscape maintenance services for the City of Winter Springs Municipal Facilities. Perform all work in accordance with the Contract Documents. Furnish all materials, equipment, tools, and labor which are reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not. Cost for all services listed shall be considered part of the monthly maintenance and shall be included in the cost for monthly maintenance at each site.
A. The Contractors shall be obligated at its expense, immediately or promptly to repair to the CITY's Representative's satisfaction, any damage to exterior plantings, or irrigation systems or any other property within the areas specified in this agreement. In the event the contractor has not repaired any such damage within reasonable time, as determined by the CITY's Representative, the CITY may repair such damage and deduct such cost from the next payment due to the Contractor. The Contractor shall be liable to the CITY for any such cost in excess of the amount deducted by the CITY.
B. The Contractor shall be obligated to immediately notify the CITY Representative verbally and follow in writing within twenty-four (24) hours after the event of any damage which the Contractor discovers, or should have discovered in the exercise of reasonable care, whether or not such damage was caused by the Contractor.
C. Prior to the commencement of work on this contract, an authorized representative of the Contractor and the Designated Representative of the CITY may perform a video condition survey of all exterior plantings at each of the designated areas of the City covered by this Agreement. The Contractor and the CITY shall jointly prepare and sign a written report the condition survey which shall describe the condition and location of all unhealthy plants.

## 3. Scope of Service

A. Service Area #1 - Cross Seminole Trail and Bridges
Locations and property description

1. S.R. 434 Bridge
i. S.R. 434 Cross Seminole Trail Overpass, located just east of Tuskawilla Road. No work is performed on the actual bridge itself. Beds under and around bridge are included in this section. Service areas have irrigation with timer being located on the South West side of S.R. 434 by the power boxes.

2. Cross Seminole Trail
i. Just south (approximately 30') of the south entrance onto the S.R. 434 Cross Seminole Trail Overpass Bridge, heading North and West along the trail to the Layer Elementary School entrance road (current end of the trail). Maintain each side of trail to project boundaries which is usually 2 to 8 passes with a 50" mower deck, but this varies in many areas and steps must be taken to groom all affected areas. Includes small medians at each Trail Head entrance.

3. Cross Seminole Trail (Creek) Bridge
i. Located between the Seminole County Bus Yard (Consolidated Services Compound) and Layer Elementary School. Keep vines from growing overhand railings and onto the bridge. Trim any/all overhanging tree limbs and foliage.

4. Required Services
i. For the Cross Seminole Trail (location b)
a) The below services are required weekly through the growing season (3/15-10/15) and bi-weekly through the dormant season (10/16-3/14)

b) Mow, Blow, Trim Hedges, Weedeater, Mulch (Semi- Annually), Edge, Weeding Beds, Prune Trees, Remove Spanish Moss, Trash Removal, Fe1iilization (As directed), Annual Flower Rotation (As Requested), Insect and Disease Control (As required), Irrigation Inspection, and Irrigation Repair (monthly/as required) and other services as requested.

5. All other locations in this service area (locations a and c)

i. The below services are required weekly through the growing season (3/15-10/15) and bi-weekly through the dormant season (10/16-3/14)

ii. Mow, Edge, Trim Hedges, Weedeater, Edge, Trim Trees, Remove Spanish Moss, Trash Removal, and other services as requested.

B. Service Area #2 - Tuskawilla Road, Tuskawilla Lighting and Beautification District and Oak Forest Assessment District Locations and property description

1) Tuskawilla Rd. Rights of Way (R.O.W.)
   i. East - Tuskawilla Rd. from S.R. 434 south to Lord of Life Church, from south wall at Trotwood Blvd. to and including power easement as well as the right of way in front of the Arbor Glen subdivision. West - Tuskawilla Rd. south to Tuskawilla Trail (Including Berm just south of the Church of the New Covenant).
2) Tuskawilla Rd. Medians
   i. Medians on Tuskawilla Rd. from S.R. 434 south to end of median cut at the Church of the New Covenant (800 Tuskawilla Rd.) Irrigation on the center medians is operated by multiple TBOS battery controllers.
3) Tuskawilla Lighting and Beautification District (TLBD)
   i. Just south (approximately 30') of the south entrance onto the S.R. 434 Cross Seminole Trail Overpass Bridge, heading North and West along the trail to the Layer Elementary School entrance road (current end of the trail). Maintain each side of trail to project boundaries which is usually 2 to 8 passes with a 50" mower deck, but this varies in many areas and steps must be taken to groom all affected areas. Includes small medians at each Trail Head entrance.

4) Oak Forest Entrances
   i. Forest Creek Dr. - 50' north and south of the sign wall on the west side of Tuskawilla Rd. and north and south sides of Forest Creek Dr. to Benchwood Ct. and Benchwood Dr.
   ii. Trotwood Blvd. - 50' north and south of the sign wall on the west side of Tuskawilla Rd. and north and south sides of Trotwood Blvd. to N. Endeavor Dr. and S. Endeavor Dr. including center median.
   iii. Winter Springs Blvd. - 50' north and south of the sign wall on the west side of Winter Springs Blvd. (south side to end of sign wall at 1067 Winter Springs Blvd., north side to 1054 Winter Springs Blvd. including inaccessible area at perimeter of pond) and (2) center medians. Irrigation on the center medians is operated by multiple TBOS battery controllers.
   iv. Oak Forest Dr. - 50' north and south of the sign wall on the west side of Tuskawilla Rd. and north and south sides of Oak Forest Dr. to Cherokee Ct. and Cherokee Dr.
5) Oak Forest Wall
   i. The entire length of the Oak Forest wall alongside Tuskawilla Rd., directly along the wall where plants, shrubs, and vines are planted. Wall boundaries are from the Tuskawilla Office Park to New Covenant Church, not including the section of wall owned and maintained by Grande Reserve. Backside of wall not included. (Irrigation - spray heads are along entire length of the wall and bubbler heads on Oak Trees located between Trotwood and Tuskawilla Office Park, all included. Timers are located at entrances to Oak Forest at Winter Springs Blvd. and Trotwood Blvd. entrances. All four (4) entrances have irrigation on these timers.)
6) <u>Required Services</u>

i. For the Tuskawilla Rd. ROWs (location a)
   a) The below services are required weekly through the growing season (4/01-12/0 l) and bi-weekly through the dormant season (12/02-3/31)
   b) Mow, Weedeater Trimming, Edge Grass, Trim Trees, Remove Spanish Moss, Trash Removal and other services as requested.

ii. All other locations in this service area
   a) The below services are required weekly through the growing season (4/01-12/01) and bi-weekly through the

dormant season (12/02-3/31)

b) Mow, Blow, Trim Hedges, Weedeater Trimming, Mulch (Semi-Annually), Edge Grass, Weeding Beds, Trim Trees, Remove Spanish Moss, Trash Removal, Fertilization (As Required/Annually), Insect and Disease Control (As Required), Irrigation Inspection and Repair (Monthly/As Required) and other services as requested.

c. Service Area #3 - Blumberg Boulevard, North Tuskawilla Road (North of SR 434, and Market Square

i. Locations and property description

1) Blumberg Blvd. (Center Median Gardens and Monuments)

a) Just south (approximately 30') of the south entrance onto the S.R. 434 Cross Seminole Trail Overpass Bridge, heading North and West along the trail to the Layer Elementary School entrance road (current end of the trail). Maintain each side of trail to project boundaries which is usually 2 to 8 passes with a 50" mower deck, but this varies in many areas and steps must be taken to groom all affected areas. Includes small medians at each Trail Head entrance.

2) Tuskawilla Rd. (S.R. 434 to 100' No1ih of Blumberg Blvd.)

a) S.R. 434 Cross Seminole Trail Overpass, located just east of Tuskawilla Road. No work is performed on the actual bridge itself. Beds under and around bridge are included in this section. Service areas have irrigation with timer being located on the South West side of S.R. 434 by the power boxes.

3) Market Square

a) Located at the Northwest corner of S.R. 434 and N. Tuskawilla Rd., Market Square consists of the property in and around the fountain and hardscape areas immediately adjacent to the face of the building/business entrances in the Winter Springs Town Center.

4) Required Services

a) All locations in the service area

i. Mow, Blow, Trim Hedges, Weedeater, Mulch (Semi- Annually), Edge, Weeding Beds, Prune Trees, Remove Spanish Moss, Trash Removal, Fertilization (As directed), Annual Flower Rotation (As Requested), Insect and Disease Control (As Required), Irrigation Inspection and Repair (Monthly/As Required) and other additional services as requested

Executed in 4 Counterparts

# Appendix C
# BID BOND FORM

**KNOW ALL MEN BY THESE PRESENTS,** that we, the undersigned,

NATURE'S CARE ORLANDO, LLC as Principal, and The Gray Insurance Company as Surety, are hereby and firmly bound unto the CITY OF WINTER SPRINGS as OWNER, in the penal

sum of Five Percent of Amount Bid---------- Dollars ($----------5%----------) for the payments 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 the CITY OF WINTER SPRINGS a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Work described as:

RFP # 09-23-04 LH, Landscape Maintenance Services
Winter Springs, FL

**NOW, THEREFORE,** if the Principal shall not withdraw said Bid within 90 days after the opening of the same, or in the alternate, if said Bid shall be accepted and the Principal shall execute and deliver required certificates of insurance and a contract that, at minimum, includes the terms of the Form of Agreement attached hereto (properly completed in accordance with said Bid), and shall give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the same shall remain in force and effect and the sum herein stated shall be due and payable to the CITY OF WINTER SPRINGS and the Surety herein agrees to pay said sum immediately, upon demand of the CITY OF WINTER SPRINGS, in good and lawful money of the United States of America, as liquidated damages for failure of the Principal; 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 an 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 above bounded parties have executed this instrument under their

several seals this 27th day of October, 20 23, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NATURE'S CARE ORLANDO, LLC

(Principal) (Seal)

(Witness)

- President

(Title)

747 Commerce Circle, Suite A , Longwood, FL 32750

(Address)

The Gray Insurance Company

(Surety) (Seal)

Jeffrey W. Reich* (Title) Attorney-In-Fact & FL Licensed Resident Agent

PO Box 6202 , Metairie, LA 70009-6202

(Address *Inquiries: 407-786-7770

**THE GRAY INSURANCE COMPANY**
**THE GRAY CASUALTY & SURETY COMPANY**

## GENERAL POWER OF ATTORNEY

**Bond Number:** N/A **Principal:** NATURE'S CARE ORLANDO, LLC

**Project:** Landscape Maintenance Services

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Susan L. Reich, Jeffrey W. Reich, Kim E. Niv, Teresa L. Durham, Cheryl A. Foley, Gloria A. Richards, Robert P. O'Linn, Sarah K. O'Linn, Lisa A. Roseland, and Emily J. Golecki of Maitland, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 27th day of October , 2023 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 27th day of October , 2023 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

CEPRA
LANDSCAPE

# City of Winter Springs

# Landscape and Irrigation Maintenance Proposal

We're not the Biggest Landscape Company;
we're the most dedicated.

PO Box 865
Oakland, FL 34760
Office: 407.287.5622
cepralandscape.com

October 27, 2023

Stuart MacLean

Procurement Manager

City of Winter Springs

RE: RFP# 09-23-04 LH Landscaping &Irrigation Maintenance Services

Dear Stuart,

Thank you for this opportunity to present the landscape services proposal for City of Winter Springs. Cepra Landscape is a local, family owned business committed to providing our customers with the best value possible in the landscape industry.

Our company rests on three pillars: (1) Unparalleled customer service, (2) expertise of our employees, and (3) our beautiful landscapes. These three pillars serve as the foundation for ancillary brand benefits including attention to detail, educated decision making, personalized service, and a seamless customer experience. Our difference is solid.

We strive to constantly exceed expectations by providing outstanding results in both product and service. Our goal is to create lasting partnerships and work with customers who truly believe in what we do.

Please contact us should you have any questions.

Sincerely,

*Dain Charbonneau*

# PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

**For**

**RFP #09-23-04 LH**

**Landscape Maintenance**

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

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

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

PROPOSER NAME: Cepra Landscape LLC

TAX ID# SNN or EIN: 47-3033703

PROPOSER ADDRESS: PO Box 865, Oakland, FL 34760

PURCHASE ORDER ADDRESS: _____

PHONE NUMBER: 407-287-5622

COMPANY WEBSITE: www.cepralandscape.com

COMPANY CONTACT (REP): Dain Charbonneau

CONTACT EMAIL ADDRESS: dain@cepralandscape.com

SIGNATURE: Dain P. Charbonneau

**THE UNDERSIGNED:**

A. Acknowledges receipt of:
   1. RFP # 09-23-04 LH Pertaining To: Landscape Maintenance Services
   2. Addenda:
      Number: 1, Dated 10-13-23.
      Number: _____, Dated _____.

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

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

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

**Stipulated Amount**

A. Submit on Cost Proposal Worksheet, Appendix A.

# REFERENCE INFORMATION FORM

**RFP # 09-23-04 LH**

**Landscape Maintenance Services**

Organization: City of Ocoee

Contact Person: Ginger Corless vcorless@ocoee.org

Address: 1 North Bluford Ave

City: Ocoee State: FL Zip: 34761

Phone Number: ( 407 ) 554-7126

Project Cost: $398,160 Date Performed: 10/2020 - Present

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Organization: City of Oviedo

Contact Person: Paul Belden pbelden@cityofoviedo.net

Address: 400 Alexandria Boulevard

City: Oviedo State: FL Zip: 32765

Phone Number: ( 407 ) 971-5566

Project Cost: $200,000 Date Performed: 8/2022 - Present

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Organization: Reedy Creek Improvement District

Contact Person: Jessie Mack Burns jmburns@rcid.org

Address: 1900 Hotel Plaza Blvd

City: Lake Buena Vista State: FL Zip: 32830

Phone Number: ( 407 ) 828-2851

Project Cost: $2.5 MIL Date Performed: 10/2022 - Present

---

PROPOSER Representative Typed Name/Title: Dain Charbonneau / Director of Business Development

PROPOSER Representative Signature: Dain P. Charbonneau

PROPOSER: Cepra Landscape LLC

# INSURANCE REQUIREMENTS FORM

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

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

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

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

Thirty (30) days cancellation notice required.

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

Cepra Landscape LLC

**PROPOSER**

**Authorized Signature**

President

**Officer Title**

10/25/23

**Date**

# SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

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

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

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

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

a. The PROPOSER is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
b. Been placed on the Scrutinized Companies that Boycott Israel List or
c. Is engaged in a boycott of Israel; or
d. Been engaged in business operations in Cuba or Syria.

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

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

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

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

**STATE OF** Florida

**COUNTY OF** Orange

The foregoing instrument was acknowledged before me by means of (Y) physical presence or (____) online notarization,

this 25th day of October, 2023 by Robert Maier the President of Cepra Landscape, a _____ (___) who is personally known to me or (____) who produced _____ as identification.

Notary Public: [signature]

Print Name: Tricia Lynch

My Commission Expires: 07/05/2025

Notary Public State of Florida
Tricia Lynch
My Commission HH 143945
Expires 07/05/2025

## NON-COLLUSION AFFIDAVIT of PRIME PROPOSER

**STATE OF** Florida

**COUNTY OF** Orange

Robert P. Maier, being duly sworn, deposes and says that:

(1) He/she is President (Title) of Cepra Landscape LLC (PROPOSER)

The PROPOSER that has submitted the attached response.

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

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

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

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

(Signed) President (Title)

**STATE OF** Florida

**COUNTY OF** Orange

The foregoing instrument was acknowledged before me this October 25, 2023 by Robert Maier,

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

who (did / did not) take an oath.

(Signature of Notary Public)

Notary Public State of Florida
Tricia Lynch
My Commission HH 143945
Expires 07/05/2025

(Name of Notary Typed, Printed or Stamped) Notary Public

(Commission Number)

# DRUG FREE WORKPLACE FORM

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

Cepra Landscape LLC does:

(Name of PROPOSER)

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

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

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

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

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

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

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

(Authorized Signature) 10/25/23 (Date)

Robert P. Maier

(Print/Type Name as Signed Above

# PUBLIC ENTITY CRIMES STATEMENT

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

1. This sworn statement is submitted with Proposal for RFP #09-23-04 LH Landscape Maintenance Services.

2. This sworn statement is submitted by (PROPOSER) Cepra Landscape LLC whose business address is PO Box 865, Oakland, FL 34760 and (if applicable) Federal Employer Identification Number (FEIN) is 47-3033703 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.

3. My name is Robert P. Maier and my relationship to the PROPOSER named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
   - A predecessor or successor of a person convicted of a public entity crime; or
   - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

Signature 10/25/23 Date:

## PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF Florida

COUNTY OF Orange

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 25th day of October, 2023, and is personally known to me, or has provided _____ as identification.

_____
Notary Public

My Commission expires: _____

Notary Public State of Florida
Tricia Lynch
My Commission HH 143945
Expires 07/05/2025

## E-VERIFY STATEMENT

Proposal Number: RFP # 09-23-04 LH

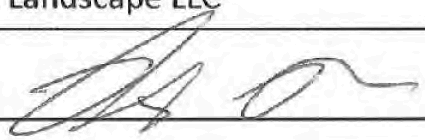
Project Description: Landscape Maintenance Services

PROPOSER acknowledges and agrees to the following:
PROPOSER shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the PROPOSER during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the PROPOSER to perform work pursuant to the contract with the CITY.

PROPOSER: Cepra Landscape LLC

Authorized Signature: 

Title: President

Date: 10/25/2023

# CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Proposal for ***RFP # 09-23-04 LH Landscape Maintenance Services***

This sworn statement is submitted by (PROPOSER) Cepra Landscape LLC whose business address is PO Box 865, Oakland, FL 34760 and (if applicable) Federal Employer Identification Number (FEIN) is 47-3033703 ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Robert P. Maier and my relationship to the PROPOSER named above is President.

1. The above-named PROPOSER is submitting a Proposal for the City of Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Proposal is being submitted and that the above-named PROPOSER has no financial interest in other entities submitting Proposals for the same project.
4. Neither the Affiant nor the above- named PROPOSER has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the PROPOSER's submittal for the above Proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the PROPOSER not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the PROPOSER nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the PROPOSER's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that no member of the PROPOSER's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named PROPOSER, will immediately notify the City of Winter Springs.

Signature 10/25/23 Date:

**STATE OF** Florida

**COUNTY OF** Orange

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 25th day of October, 2023 and is personally known to me, or has provided _____ as identification.

Notary Signature My Commission expires: _____

Notary Public State of Florida
Tricia Lynch
My Commission HH 143945
Expires 07/05/2025

# SMWBE UTILIZATION PLAN

**Small, Minority, and Women's Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization**

PROPOSER Company Name: Cepra Landscape LLC

Project Name : **Landscape Maintenance Services**

RFP Number : ***RFP # 09-23-04 LH***

CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. The CITY requires that PROPOSERS (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm's plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and veteran owned businesses.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity

***https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd***

# Appendix A
# COST PROPOSAL WORKSHEET

| PROPOSED COST | | | |
|---|---|---|---|
| **Item** | **Service Area 1** | **Service Area 2** | **Service Area 3** |
| Base Maintenance | $2,975 | $5,950 | $2,375 |
| Palm Trimming Greater than 13' OA (per Tree) | Price Varies by Variety, Location and Quantity | | |
| Crepe Trimming Greater than 13' OA (per Tree) | Price Varies by Location and Quantity | | |
| Irrigation Inspections | $195 | $650 | $260 |
| Mulch - Supplied and Installed (per cubic yard) | $60/yard Hardwood $70/yard Pine Bark | | |
| Fertilizer (per application | Inc | Inc | Inc |
| Integrated Pest Management (per application) | Inc | Inc | Inc |
| PROPOSAL TOTAL (per Month) | $3,170 | $6,600 | $2,635 |

| PLANT, TREE AND GROUND COVER INSTALLATION | | | |
|---|---|---|---|
| Not to be included as part of Proposal review criteria. Price to include all components of installation, including staking, wateringin and one year warranty | **Service Area 1** | **Service Area 2** | **Service Area 3** |
| Annuals (Cost plus %) | $2.35/unit | $2.35/unit | $2.35/unit |
| Ground Cover (Cost plus %) Standard 1 Gallon* | $7.75 | $7.75 | $7.75 |
| Shrubs (Cost plus %) Depends on Gallon size and Variety* | 3 gal~$19.00 | 7 gal~$58.50 | 15 gal~$138 |
| Palms (Cost plus %) | Depends on Gallon size and Variety | | |
| Canopy Trees (Cost plus %) | Depends on Gallon size and Variety | | |
| Understory Trees (Cost plus %) | Depends on Gallon size and Variety | | |
| Sod (Cost plus %) | Depends on Quantity of sq. ft., variety and location | | |
| | | | |

# Appendix A
# COST PROPOSAL WORKSHEET cont.

| TREE REMOVAL AND STUMP GRINDING | | | |
|---|---|---|---|
| Not to be included as part of Proposal review criteria. Price to include back fill/sod if needed | **Service Area 1** | **Service Area 2** | **Service Area 3** |
| Tree Removal 6" | Price to be provided by Arbor Service | | |
| Tree Removal 12" | | | |
| Tree Removal 18" | | | |
| Tree Removal 24" | | | |
| Tree Removal 36" | | | |

| IRRIGATION REPAIR | | | |
|---|---|---|---|
| Not to be included as part of Proposal review criteria unless otherwise noted | | | |
| | **Service Area 1** | **Service Area 2** | **Service Area 3** |
| Wholesale price of materials plus proposed percentage | | | |
| Irrigation Technician Hourly Rate | $60/hr | $60/hr | $60/hr |
| | | | |
| | | | |

The PROPOSER is invited to submit per unit pricing on any other optional/ancillary services which it offers and which may be of interest to the CITY.

# Appendix B
# SCOPE OF WORK

## 1. Definitions

The definitions below describe the CITY's expectation for maintenance. These definitions are applicable to all service areas unless the service area description states otherwise. Unless otherwise noted; costs for all services listed shall be considered part of the monthly maintenance and shall be included in the cost for monthly maintenance at each site.

A. Mowing/Turf Care

i. Mowing of all grassed areas shall be no less than once every seven (7) days in the heavy growing season and shall be no less than bi-weekly, or as instructed by the City's Representative, during the dormant growing season. Growing seasons are dictated by the weather and therefore may change per the CITY's Representative, but otherwise shall be:
   a) Heavy Growing Season - March 15 through October 15
   b) Dormant Growing Season - October 16 through March 14

ii. Prior to mowing and trimming any turf and bed areas; paper, bottles, cans and all other debris (as well as misplaced dirt or sand) must be removed from areas immediately bordering site (ex: sidewalks and curb lines) and actual site locations. Areas are to look clean and neat and free of debris at all times.

iii. At no time shall more than one-third (1/3) of the leaf surface be removed in one mowing in any turf area unless specifically authorized in writing by the City of Winter Springs.

iv. Turf care activities shall be scheduled during the normal work week (M-F 7:30am to Dusk unless directed otherwise) as a general rule and to allow for access to water plant facilities. Should field conditions occur that require a modification to the normal service schedule, Contractor must give the CITY 24 hours' notice and receive approval prior to a service schedule modification.

B. Specific Turf Care

i. St. Augustine

Shall be in accordance with the University of Florida Cooperative Extension Services Calendar for St. Augustine sod care, culture, and good horticultural practice as shown in Publication ENH 5. St. Augustine grassed areas will be mowed to a height of 4.5" inches on average, depending upon established grass needs, by finish mower or a groom mower.

ii. Bahia Grass

Shall be in accordance with the University of Florida Cooperative Extension Services Calendar for Bahia Grass sod care, culture, and good horticultural practice as shown in Publication ENH 6. Bahia grassed areas will be mowed to a height of 3" inches on average, depending upon established grass needs, by finish mower or a groom mower.

C. Cutting of Native Grasses

i. Contractor is to cut Native Grasses to no more than 50% of their length.
ii. Contractor is to cut native grasses in late winter to early spring; just prior to new shoot growth.

D. Remove Grass Clippings and Debris

i. All debris (grass clippings) created by the mowing process is to be removed by mechanical means from all adjacent and contiguous surfaces following all landscaping activities.
ii. Any clipping, trimming debris will be removed from site as work is completed, or at the end of each day that work is performed. Lawn clippings may be left on the turf areas so long as no readily visible clumps remain on the grass surface after mowing, otherwise large clumps of clippings will be collected and disposed of by Contractor. In case of fungal disease outbreaks, all clipping will be collected and properly disposed of until disease is undetectable. No debris bags shall be left on site more than 6 hours.

E. Pruning/Trimming Shrubs, Hedges, and Ornamentals

i. Pruning of plants shall be performed as directed to remove dead wood harboring insects and disease and to promote maximum health and growth. The finding of insects or disease shall be reported immediately to the CITY, so as to limit losses. Aesthetic pruning shall consist of removal of dead or broken branches. Pruning shall be performed to balance infiltration light to enhance new growth.
ii. Selective pruning shall be performed as directed to remove dead wood or moss. Trees shall be trimmed to maintain the required Depa11ment of Transpo11ation clearance of 14' over the roadway. Suckers at the base of trees and branches hanging low into the median so as to impede a lawn mower shall be removed as regular maintenance; buck horning is not permitted unless requested by the CITY.
iii. Ligustrums and shrubbery shall not accumulate more than 211 of growth before being trimmed.
iv. All plants shall be maintained to a well-shaped appearance according to each species' natural growth habit unless requested otherwise by the owner's representative. Flowering shrubs shall be pruned in the proper season to allow full flowering potential for the following flower season. Grouped plantings shall be allowed to form masses appropriate to the species.
v. Small leafed shrubs, such as Pittosporum, Azaleas and Indian hawthorn, etc., are to be kept trimmed in a tight, neat appearance, with removal of partial new growth after no more than four inches of new growth appears.
vi. Larger leafed shrubs, such as viburnum, may attain new growth reaching from 2" to 4" before removal. At no times are shrubs to display a disorderly appearance.
vii. Ornamentals, such as crinum lilies, are to be trimmed aggressively during the rainy season to be kept neat and fungus free. This may be as frequent as every other week.
viii. Sago palms are to be trimmed a minimum of three times a year, or more often, as directed, depending on growth and health. Azaleas are to be trimmed at regular intervals as described above with the exception of the months of October thru March when no trimming should be done to achieve maximum flowering.
ix. Wax myrtles are to be trimmed aggressively in order to maintain a neat, compact habitat.
x. At no time is an herbicide to be used to rid plants of sucker growth. Instead, hand pulling or aggressive trimming routine is to be established.
xi. All ornamentals that produce any dead fronds (i.e., coontie, sage, aztec grass, holly fem, etc.) are to be systematically checked and cleaned with special attention to early spring cleanup.
xii. Dead plant material shall be removed by the Contractor immediately during the normal service visit and a report filed with the CITY detailing the location of removal and species removed.

F. Weedeater Trimming

i. Areas inaccessible to mowing equipment shall be kept neat and trimmed as directed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts and trees) will be done through chemical control within a limit of six inches (6") maximum or trimmer so as not to inflict damage of any kind to structure, equipment or tree.

G. Mulching

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. Mulching is to be performed between November 1 and December 25 each year to keep planted areas neat and freshly maintained. Mulch depth to be a minimum total depth of three (3) inches and placed, not dumped, as well as kept from around the immediate base of shrubs. Mulch type to be chosen by the CITY.
ii. Beds should be cleared of leaves and other debris prior to adding new mulch. The intent of doing this will be to prevent unnecessary height growth of the beds.

H. Edging

i. Edging of all walks, curbs, edging of pavements, and grass invasion shall be done weekly during the heavy growing season and bi-weekly for the remainder of the year.

ii. All grass and dirt to be blown off onto grass areas only. No debris shall be blown onto hard surfaces or into shrub or flower beds.
iii. Schedule for edging of soft surfaces such as turf, bed borders, and ground cover shall be performed bi-weekly or more as directed.

I. Weeding

Weeding of all plant bed areas is to be as often as necessary to conform to the shrub trimming schedule, to control weed population and maintain healthy plants.
i. Remove weeds, vines and "voluntary" seedlings from planting beds. Weed control in landscaped areas will be accomplished by hand weeding and/or application of round-up and a pre-emergent herbicide if needed.
ii. All weeds in sidewalks or pavement areas (including curbing) shall be chemically controlled or removed by hand.
iii. The sod-free rings around trees are to be kept in weed-free condition and shall be maintained at a diameter determined by the City.
iv. All mulch areas or plant beds shall be continuously maintained free of weeds or grasses. vi. All turf areas shall be maintained in a weed free condition. Any area that becomes infested
with weeds or other undesirable grasses must be treated and or replaced at the cost of the Contractor.

J. Pruning/Tree Trimming (less than 13')

All trees are to be trimmed as often as necessary to meet public safety requirements and comply with ISA and ANSI Industry Standards for tree care. Trimming of established trees shall be to a minimum of eight (8) foot and a maximum of thirteen (13) foot under canopy and pruned just outside the branch collar by the Service Provider.
i. Any trees greater than 13' should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
ii. New or young trees are to be pruned with an ideal under canopy of six (6) feet or to a suitable and healthy height for each tree.
iii. Approved traffic (M.U.T.C.D.) warning devices shall be used when necessary to provide safety to persons and vehicular traffic within any areas undergoing pruning. Work will be scheduled after consulting with the CITY.
iv. Dead palm fronds shall be removed as they occur from all palms. Seeds pods shall be removed on an as directed basis from all palms. Trimming of palm fronds shall be conducted with a hand saw. Only dead fronds shall be removed. Palms shall not be trimmed above 9 o'clock and 3 o'clock.
v. Remove Spanish Moss
   a) Remove all low hanging Spanish Moss in ornamental trees and shrubs.
   b) Spanish Moss that is 8' or lower on any tree or ornamental shall be removed when other scheduled tasks are completed at the same frequency.

K. Annuals and/or Plant Replacements

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. The Contractor shall be responsible for replacing any plant materials that die or become damaged to the point that the plant grade is less than Florida Number 1 as a result of neglect or damage caused by the maintenance operation.
ii. Replacement material shall be identical to plant species, quality and specifications of the materials at the time the loss occurs.

L. Insect and Disease Control

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. The Contractor shall establish, in conjunction with the CITY, a preventive program to insure proper care of turf and ornamentals.

ii. The Contractor warrants turf against infestation and disease and will replace same if deemed to be below accepted industry standards (IFAS) by the CITY.
iii. Application times for herbicide and pesticide applications shall be completed by licensed, trained individuals.
iv. Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural and weather conditions permit. The Contractor is responsible for any damaged areas due to disease or insect infestation.

M. Chemical Maintenance

Fertilizer and Herbicide This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. Fertilization and insecticide treatments shall be provided as directed to maintain the health and appearance of all turf and plant material.
ii. Soil amendments, fertilizer, nutrients, pesticides, fungicides, pre-emergent, post emergent, and any other chemicals deemed proper, beneficial or required to maintain the turf and plant material by the Contractor shall be included in the chemical program monthly maintenance fee.
iii. Monthly reports may be requested by the CITY. The reports should outline all treatment provided for the month and any deficits observed.
iv. Timely and prompt treatment is to be performed on all areas detected with problems and areas at risk. A 7-10-day follow-up appointment is to be set with the CITY to ensure eradication of disease or pest problems. Subsequent visits, if necessary, are to be scheduled until the problems no longer exist.

N. Irrigation Inspection and Repair

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. Complete irrigation inspections shall be performed one (I) time per month at minimum.
ii. Details of the inspection shall be recorded on a log sheet (to be submitted with the monthly billing) and consist of the following:
a) Turning on each zone and inspecting each head for the proper coverage, including straightening, adjusting the output of water, adjusting spray pattern and unclogging any heads.
b) Repairing broken heads and lateral lines, as necessary.
c) Checking the irrigation controller(s) for proper operation and programming. If there are battery controllers on the site, check each for battery life and replace at 75% depletion.
d) Checking all zone valves for proper open and closure, making sure to inspect for leaking from the mainline.
e) Checking water source for leaking and visual inspection of backflow device, if present.
f) Visually inspect turf, planters and trees in irrigated areas for signs of drought stress and effect adjustments and/or repairs to remedy the issue.
g) The Contractor shall submit a detailed report, at the time of billing of each monthly service, consisting of the clock and location, each zone by number, and any repairs or work performed during that service. All parts used will be itemized on the bill with a maximum of$ 50.00 billed for repairs without VERBAL approval during the regular monthly scheduled maintenance visit.
h) If there is an additional cost for repairs beyond the maximum of $50.00, the City must be given a verbal report of the repair and costs involved before the work is to be performed. No payment will be made for heads or pmts damaged by the Contractor.
i) Contractor is to immediately prepare an estimate to repair or replace damaged parts on the property within the areas specified in this agreement to meet original specifications with commercial quality irrigation pa1ts. All work performed by Contractor to meet industry standards. All damaged irrigation heads shall be turned in each month along with the monthly billing in order to qualify for payment.
j) Labor cost for these services is established on the proposal form for each project. Material costs shall be paid on the basis of approved wholesale documented cost plus 15% for overhead and profit.
k) Contractor is to immediately notify the CITY if a mainline leak is noticed. Should the Contractor need to shut down the mainline for any reason, the CITY must be contacted at: (407) 327-5962.

O. Other Scope as specifically directed by CITY

This should not be included in base maintenance price; costs for these services are established on the proposal form for each service area.
i. Service Provider is to prepare proposal for additional work as it is requested by the CITY prior to commencing with additional work. Prior written approval is required for all additional scope not listed on this document.

## 2. Expectations

The work to be performed under this Contract consists of landscape maintenance services for the City of Winter Springs Municipal Facilities. Perform all work in accordance with the Contract Documents. Furnish all materials, equipment, tools, and labor which are reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not. Cost for all services listed shall be considered part of the monthly maintenance and shall be included in the cost for monthly maintenance at each site.
A. The Contractors shall be obligated at its expense, immediately or promptly to repair to the CITY's Representative's satisfaction, any damage to exterior plantings, or irrigation systems or any other property within the areas specified in this agreement. In the event the contractor has not repaired any such damage within reasonable time, as determined by the CITY's Representative, the CITY may repair such damage and deduct such cost from the next payment due to the Contractor. The Contractor shall be liable to the CITY for any such cost in excess of the amount deducted by the CITY.
B. The Contractor shall be obligated to immediately notify the CITY Representative verbally and follow in writing within twenty-four (24) hours after the event of any damage which the Contractor discovers, or should have discovered in the exercise of reasonable care, whether or not such damage was caused by the Contractor.
C. Prior to the commencement of work on this contract, an authorized representative of the Contractor and the Designated Representative of the CITY may perform a video condition survey of all exterior plantings at each of the designated areas of the City covered by this Agreement. The Contractor and the CITY shall jointly prepare and sign a written report the condition survey which shall describe the condition and location of all unhealthy plants.

## 3. Scope of Service

A. Service Area #1 - Cross Seminole Trail and Bridges
Locations and property description

1. S.R. 434 Bridge
   i. S.R. 434 Cross Seminole Trail Overpass, located just east of Tuskawilla Road. No work is performed on the actual bridge itself. Beds under and around bridge are included in this section. Service areas have irrigation with timer being located on the South West side of S.R. 434 by the power boxes.

2. Cross Seminole Trail
   i. Just south (approximately 30') of the south entrance onto the S.R. 434 Cross Seminole Trail Overpass Bridge, heading North and West along the trail to the Layer Elementary School entrance road (current end of the trail). Maintain each side of trail to project boundaries which is usually 2 to 8 passes with a 50" mower deck, but this varies in many areas and steps must be taken to groom all affected areas. Includes small medians at each Trail Head entrance.

3. Cross Seminole Trail (Creek) Bridge
   i. Located between the Seminole County Bus Yard (Consolidated Services Compound) and Layer Elementary School. Keep vines from growing overhand railings and onto the bridge. Trim any/all overhanging tree limbs and foliage.

4. Required Services
   i. For the Cross Seminole Trail (location b)
   a) The below services are required weekly through the growing season (3/15-10/15) and bi-weekly through the dormant season (10/16-3/14)

b) Mow, Blow, Trim Hedges, Weedeater, Mulch (Semi- Annually), Edge, Weeding Beds, Prune Trees, Remove Spanish Moss, Trash Removal, Fe1iilization (As directed), Annual Flower Rotation (As Requested), Insect and Disease Control (As required), Irrigation Inspection, and Irrigation Repair (monthly/as required) and other services as requested.

5. All other locations in this service area (locations a and c)

i. The below services are required weekly through the growing season (3/15-10/15) and bi-weekly through the dormant season (10/16-3/14)

ii. Mow, Edge, Trim Hedges, Weedeater, Edge, Trim Trees, Remove Spanish Moss, Trash Removal, and other services as requested.

B. Service Area #2 - Tuskawilla Road, Tuskawilla Lighting and Beautification District and Oak Forest Assessment District Locations and property description

1) Tuskawilla Rd. Rights of Way (R.O.W.)
   i. East - Tuskawilla Rd. from S.R. 434 south to Lord of Life Church, from south wall at Trotwood Blvd. to and including power easement as well as the right of way in front of the Arbor Glen subdivision. West - Tuskawilla Rd. south to Tuskawilla Trail (Including Berm just south of the Church of the New Covenant).
2) Tuskawilla Rd. Medians
   i. Medians on Tuskawilla Rd. from S.R. 434 south to end of median cut at the Church of the New Covenant (800 Tuskawilla Rd.) Irrigation on the center medians is operated by multiple TBOS battery controllers.
3) Tuskawilla Lighting and Beautification District (TLBD)
   i. Just south (approximately 30') of the south entrance onto the S.R. 434 Cross Seminole Trail Overpass Bridge, heading North and West along the trail to the Layer Elementary School entrance road (current end of the trail). Maintain each side of trail to project boundaries which is usually 2 to 8 passes with a 50" mower deck, but this varies in many areas and steps must be taken to groom all affected areas. Includes small medians at each Trail Head entrance.

4) Oak Forest Entrances
   i. Forest Creek Dr. - 50' north and south of the sign wall on the west side of Tuskawilla Rd. and north and south sides of Forest Creek Dr. to Benchwood Ct. and Benchwood Dr.
   ii. Trotwood Blvd. - 50' north and south of the sign wall on the west side of Tuskawilla Rd. and north and south sides of Trotwood Blvd. to N. Endeavor Dr. and S. Endeavor Dr. including center median.
   iii. Winter Springs Blvd. - 50' north and south of the sign wall on the west side of Winter Springs Blvd. (south side to end of sign wall at 1067 Winter Springs Blvd., north side to 1054 Winter Springs Blvd. including inaccessible area at perimeter of pond) and (2) center medians. Irrigation on the center medians is operated by multiple TBOS battery controllers.
   iv. Oak Forest Dr. - 50' north and south of the sign wall on the west side of Tuskawilla Rd. and north and south sides of Oak Forest Dr. to Cherokee Ct. and Cherokee Dr.
5) Oak Forest Wall
   i. The entire length of the Oak Forest wall alongside Tuskawilla Rd., directly along the wall where plants, shrubs, and vines are planted. Wall boundaries are from the Tuskawilla Office Park to New Covenant Church, not including the section of wall owned and maintained by Grande Reserve. Backside of wall not included. (Irrigation - spray heads are along entire length of the wall and bubbler heads on Oak Trees located between Trotwood and Tuskawilla Office Park, all included. Timers are located at entrances to Oak Forest at Winter Springs Blvd. and Trotwood Blvd. entrances. All four (4) entrances have irrigation on these timers.)
6) <u>Required Services</u>

i. For the Tuskawilla Rd. ROWs (location a)

a) The below services are required weekly through the growing season (4/01-12/0 l) and bi-weekly through the dormant season (12/02-3/31)

b) Mow, Weedeater Trimming, Edge Grass, Trim Trees, Remove Spanish Moss, Trash Removal and other services as requested.

ii. All other locations in this service area

a) The below services are required weekly through the growing season (4/01-12/01) and bi-weekly through the

dormant season (12/02-3/31)

b) Mow, Blow, Trim Hedges, Weedeater Trimming, Mulch (Semi-Annually), Edge Grass, Weeding Beds, Trim Trees, Remove Spanish Moss, Trash Removal, Fertilization (As Required/Annually), Insect and Disease Control (As Required), Irrigation Inspection and Repair (Monthly/As Required) and other services as requested.

c. Service Area #3 - Blumberg Boulevard, North Tuskawilla Road (North of SR 434, and Market Square

i. Locations and property description

1) Blumberg Blvd. (Center Median Gardens and Monuments)

a) Just south (approximately 30') of the south entrance onto the S.R. 434 Cross Seminole Trail Overpass Bridge, heading North and West along the trail to the Layer Elementary School entrance road (current end of the trail). Maintain each side of trail to project boundaries which is usually 2 to 8 passes with a 50" mower deck, but this varies in many areas and steps must be taken to groom all affected areas. Includes small medians at each Trail Head entrance.

2) Tuskawilla Rd. (S.R. 434 to 100' No1ih of Blumberg Blvd.)

a) S.R. 434 Cross Seminole Trail Overpass, located just east of Tuskawilla Road. No work is performed on the actual bridge itself. Beds under and around bridge are included in this section. Service areas have irrigation with timer being located on the South West side of S.R. 434 by the power boxes.

3) Market Square

a) Located at the Northwest corner of S.R. 434 and N. Tuskawilla Rd., Market Square consists of the property in and around the fountain and hardscape areas immediately adjacent to the face of the building/business entrances in the Winter Springs Town Center.

4) Required Services

a) All locations in the service area

i. Mow, Blow, Trim Hedges, Weedeater, Mulch (Semi- Annually), Edge, Weeding Beds, Prune Trees, Remove Spanish Moss, Trash Removal, Fertilization (As directed), Annual Flower Rotation (As Requested), Insect and Disease Control (As Required), Irrigation Inspection and Repair (Monthly/As Required) and other additional services as requested

# Appendix C
# BID BOND FORM

**KNOW ALL MEN BY THESE PRESENTS,** that we, the undersigned,

Cepra Landscape LLC as Principal, and Granite Re, Inc. as Surety, are hereby and firmly bound unto the CITY OF WINTER SPRINGS as OWNER, in the penal sum of 5% Dollars ($ 148,860 ) for the payments 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 the CITY OF WINTER SPRINGS a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Work described as:

City of Winter Springs Landscape & Irrigation Maintenance Services

**NOW, THEREFORE,** if the Principal shall not withdraw said Bid within 90 days after the opening of the same, or in the alternate, if said Bid shall be accepted and the Principal shall execute and deliver required certificates of insurance and a contract that, at minimum, includes the terms of the Form of Agreement attached hereto (properly completed in accordance with said Bid), and shall give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the same shall remain in force and effect and the sum herein stated shall be due and payable to the CITY OF WINTER SPRINGS and the Surety herein agrees to pay said sum immediately, upon demand of the CITY OF WINTER SPRINGS, in good and lawful money of the United States of America, as liquidated damages for failure of the Principal; 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 an 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 above bounded parties have executed this instrument under their several seals this 27th day of October, 20 23, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Witness)

(Principal) (Seal)

Cepra Landscape LLC

(Title)

402 East Vick Avenue, Oakland, FL 34760

(Address)

Granite Re, Inc. Hugh Weeks

(Surety) (Seal)

Attorney-in-Fact

(Title)

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Address

# GRANITE RE, INC.
## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

HUGH WEEKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

HUGH WEEKS may lawfully do in the premises by virtue of these presents.

**In Witness Whereof,** the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

On this 17th day of August, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

**GRANITE RE, INC.**

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 26 day of October, 2023.

Kyle P. McDonald, Assistant Secretary

GR0800-1

CEPRA LANDSCAPE

Although officially started in early 2015, the seeds of CEPRA began to take root many years ago. After more than 28 years of combined experience managing, maintaining, and developing landscapes in both corporate and residential capacities, CEPRA founders saw an opportune moment to start their own landscape company–**one that would be built on the grounds that nothing is more important than exceeding the customer's expectations.**

## Our Belief System

- We believe that every customer is a long-term relationship opportunity and a true partner to our success.
- We believe that our employees are our biggest asset and that they should share our dedication to landscaping and our passion for customer service.
- We believe that every landscape should be beautiful and functional with minimal impact to the natural environment.
- We believe that our reputation is everything.
- We believe in always learning and in challenging the status quo-for continual advancement and growth.

## Who We Work With

Commercial Office & Retail Buildings

Multi-Family Residential

Community Development Districts

HOA's, COA, and POA's

Residential Estates

Mandatory Maintenance Residential Communities

Resorts and Hotels

CEPRA

**Customers**

**Employees**

**Product**

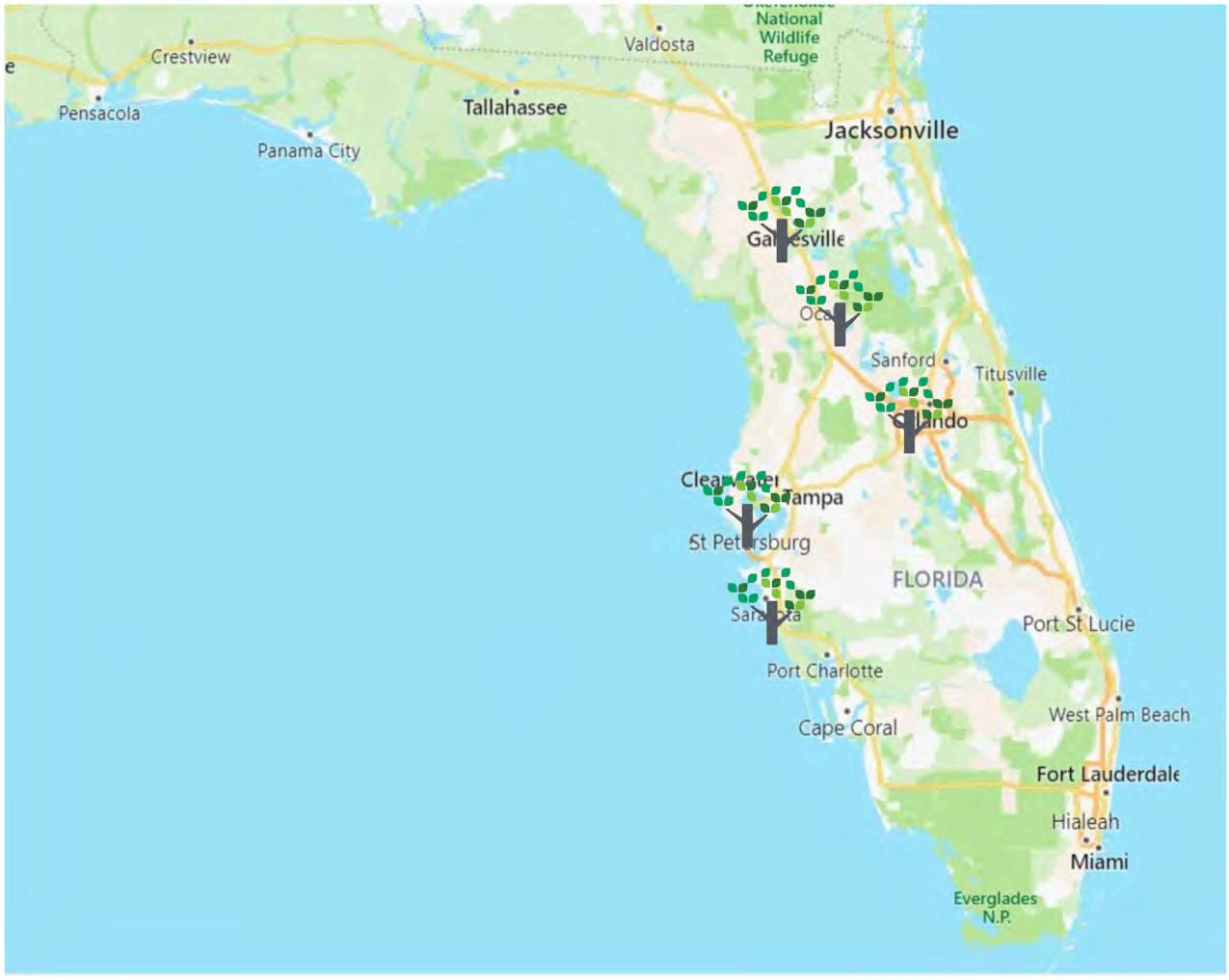
**Reputation**

**Advancement**

- *FNGLA Certified Landscape Contractor #CC5-0234*
- *State Certified Pest Control Operator #JF152443*
- *State Certified Irrigation Contractor #SCC131152042*
- *Florida Green Industries- Best Management Practices Certified*
- *OSHA 30 Certified- Construction Industry*
- *MOT Certified*
- *Maxicom Certified*
- *Fully Licensed and Insured*

Discover CEPRA and *See* the difference.

# Cepra Locations




- Ocala
- Gainesville
- Orlando
- Tampa
- Lakewood Ranch

The CEPRA headquarters in the Orlando area is situated in heart of Ocoee at 529 Ocoee Apopka Road.
Our shop sits on about 4.5 acres.

There are approximately 75-100 team members at each service location. This number fluctuates seasonally with increased staffing during the summer months.

Discover CEPRA and *See* the difference.

# Services

## LANDSCAPE MANAGEMENT

Cepra Landscape is built on its backbone of commercial grounds maintenance services. Most people don't realize that in order to achieve the best product possible you must be able to control all the variables of a landscape. Cepra completes all its services in-house to guarantee you get the best landscape management with no finger pointing. By controlling all aspects of your landscape we can guarantee you the best product while utilizing the full potential of your property.

## IRRIGATION MANAGEMENT

Cepra Landscape evaluates the full picture when it comes to water management in your landscape. We don't just fix sprinklers, we manage your system as a whole. We believe irrigation management is a critical component to a successful landscape management program which is why we include it in all of our landscape management programs. By incorporating the irrigation system with consideration for design, maintenance, and technology, we can improve a landscape and its long term sustainability as well as reduce costs for our customers.

## LANDSCAPE ENHANCEMENT

Cepra Landscape provides all the services and resources needed to update, renovate, or simply build and create your dream landscape. From in-house design services to installation of flowers, shrubs, and trees we do it all. We pride ourselves in designing sustainable landscapes that provide long term solutions to your property's needs. We build your landscape to fill your needs for many years to come. We know that the right plant in the right place can make all the difference in the presentation of your landscape.

## HORTICULTURE SERVICES

Cepra Landscape includes horticulture service with all its landscape management customers to ensure they achieve the best results possible. Cepra works side by side with industry professionals to ensure that the horticulture program is designed to match your properties needs as well as complying with the local laws and regulations. Cepra uses a strong foundation of IPM to ensure that the best products are used with minimal cost to the environment. We feel so strongly in our program that we guarantee our results.

## TREE CARE SERVICES

Cepra Landscape works side by side with its team of arborists to evaluate the trees on your property and provide the best recommendations to sustain the beauty and prolong the life of your trees. Proper tree care and maintenance can help you avoid the difficult and expensive hassle of tree replacement. Cepra tree care services can range from pruning, fertilization, site inventory, long term planning, and removals. Trees are the foundation of the landscape and Cepra is here to care for them.

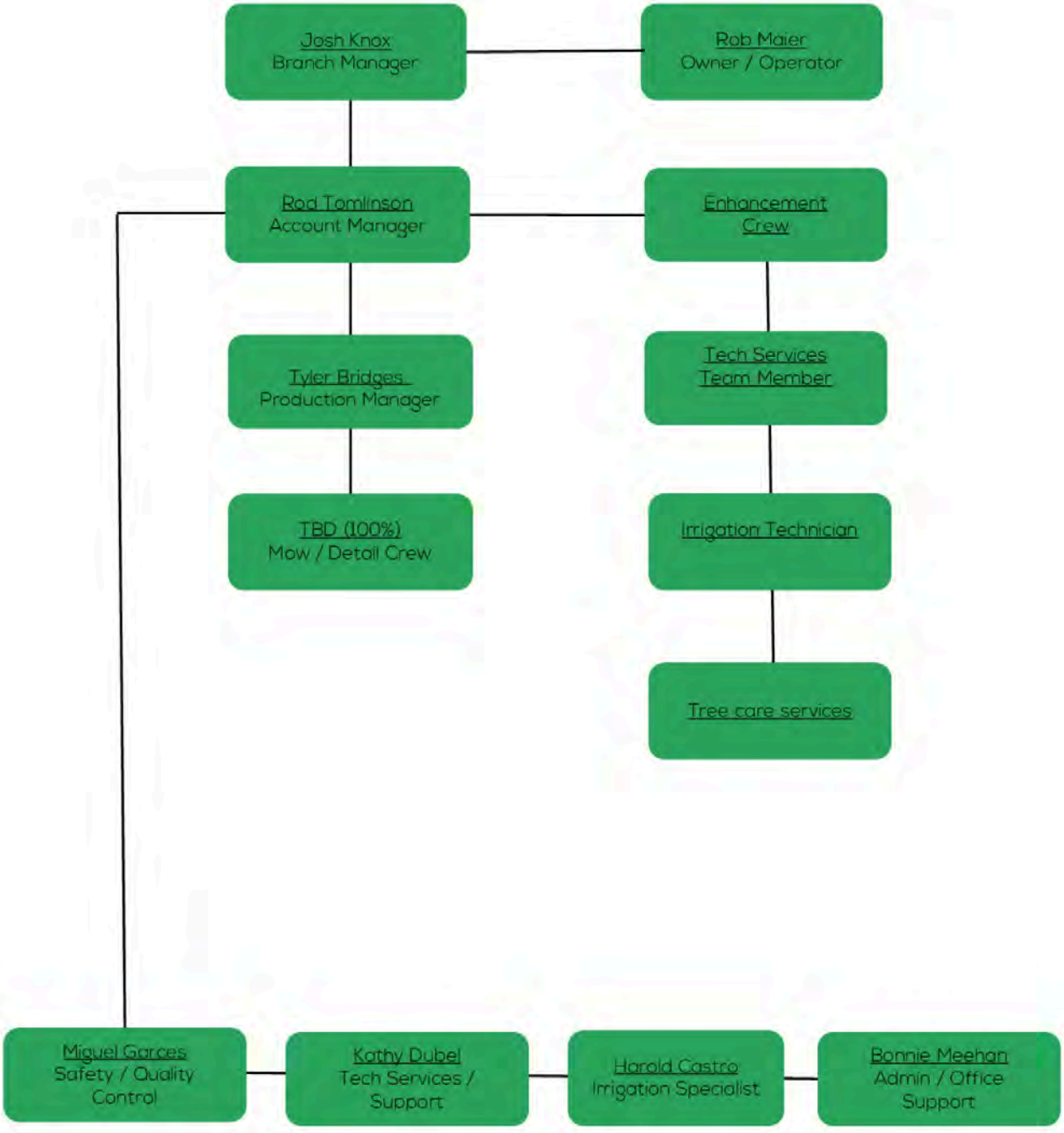
## MISC. SERVICES

At Cepra Landscape we consider ourselves a full service landscape provider. In addition to our landscape management services, we provide all the services needed to assist our customers in beautifying their site. These additional services range from Landscape Lighting, Pressure Washing, Hardscapes, Holiday Decorations, and many other outdoor services.

CEPRA LANDSCAPE

# Personnel Flow Chart

City of Winter Springs



# Josh Knox

Branch Manager

- Over 12 years of experience in the landscape industry throughout the Greater Orlando Market
- Previously a top performing Account Manager for a landscape company that excelled with safety, customer retention, and customer service
- Knowledgeable in all aspects including irrigation, design, drainage, installation, disease/pest management, and general maintenance

Certificate of Training
Best Management Practices
Florida Green Industries

GV20635-1
Certificate #: GV20635
Trainee ID #

UF UNIVERSITY of FLORIDA IFAS Extension

The undersigned hereby acknowledges that

Joshua R. Knox

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer — Not valid without seal | K. Dubel, Instructor | 1/18/2013, Date of Class | Kristine P. Jones, DEP Program Administrator

Daytona State College

Upon recommendation of the Faculty and by authority of the Florida State Board of Education and the College Board of Trustees has conferred on

Joshua Robert Knox

Associate of Arts

with all the rights and privileges thereunto appertaining.

Given at Daytona State College in the State of Florida this eleventh day of May, in the year two thousand nine

President | Chairman, Board of Trustees

## Key Strengths

Team Leadership

Team Building

Customer Service

Training and Development

Strategic Planning

Account Management

Quality Control

Operational Efficiency

Safety Education

## Education and Training

Daytona State College
Associate of Arts

Florida Green Industries-Best Management Practices Certified

State of Florida-Spray ID Card Holder

# Rod Tomlinson

Account Manager

- Over 20 years of experience in the landscape industry throughout the Greater Orlando Market
- Previously a top performing Account Manager for a landscape company that excelled with safety, customer retention, and customer service
- Knowledgeable in all aspects including irrigation, design, drainage, installation, disease/pest management, and general maintenance

The Oklahoma State Regents for Higher Education
acting through
Oklahoma State University
have admitted
Rod Jay Tomlinson
to the degree of
Bachelor of Science in Agriculture
Horticulture and Landscape Architecture
and all the honors, privileges and obligations belonging thereto
and in witness thereof have authorized the issuance of
this Diploma duly signed and seated.
Issued at the Oklahoma State University at Stillwater, Oklahoma on the
nineteenth day of December, nineteen hundred and eighty-six.

UF IFAS UNIVERSITY of FLORIDA

GV9137-1
Certificate #
GV9137
Trainee ID #

Certificate of Training
Best Management Practices
Florida Green Industries

Rod J. Tomlinson

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

| Issuer | C. White | 3/18/2010 | |
|---|---|---|---|
| | Instructor | Date of Class | DEP Program Administrator |

Not valid without seal

## Key Strengths

Team Leadership

Team Building

Customer Service

Training and Development

Strategic Planning

Account Management

Quality Control

Operational Efficiency

Safety Education

## Education and Training

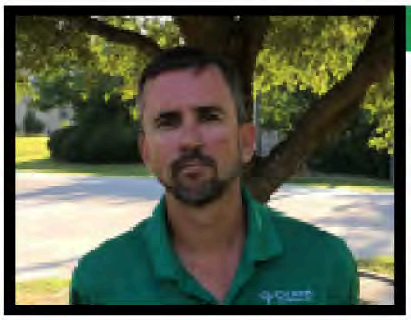
Oklahoma State University
Bachelor of Science in Agriculture

Florida Green Industries-Best Management Practices Certified

State of Florida-Spray ID Card Holder

CEPRA LANDSCAPE

# AGRONOMICS & IRRIGATION TEAMS

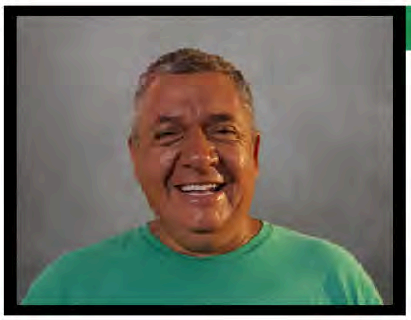


## AGRONOMIC MANAGER - LESTER SMITH

- 28 years experience in the Landscape industry
- LTD Commercial Fertilizer Applicator Cardholder, Dept. of Agriculture ID Cardholder, Certified Pest Control Operator - Lawn and Ornamental, General Household Pest Control Certified Operator, BMP Certified, MOT Certified

## LEAD TECHNICIAN - STEVEN MORENO

- 10 years experience in the Landscape industry
- BMP Certified
- Spray ID Cardholder
- Certified Pest Control Operator



## IRRIGATION MANAGER - HERALD CASTRO

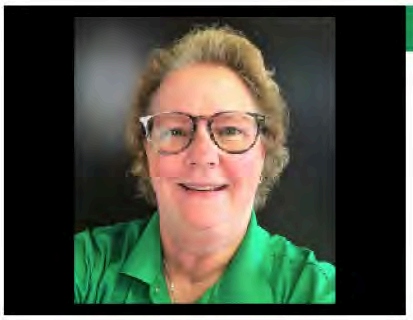
- 15 years Landscape Maintenance and Irrigation experience
- Two-Wired Certified, Baseline Certified, Backflow Certified,
- BMP Certified

## IRRIGATION TECHNICIAN - GEORGE LOPEZ

- 12 years experience in the Landscape industry, including 10 years Irrigation experience
- BMP Certified

CEPRA LANDSCAPE

# CENTRAL SUPPORT TEAM

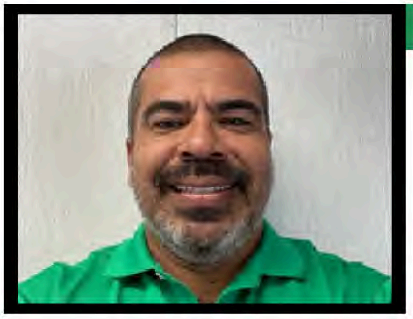


## BMP/CERTS. TRAINER - KATHY DUBEL

- 35 years Landscape Maintenance industry experience
- B.S. Degree in Agriculture at University of Florida
- Certified Pest Control Operator, Green Industry - BMP Instructor, FNGLA Certified Horticulture Professional, FNGLA Florida Flower Trials Committee Member, LTD Commercial Fertilizer Applicator Holder, Orange County Extension - Commercial Horticulture Advisory Committee Member

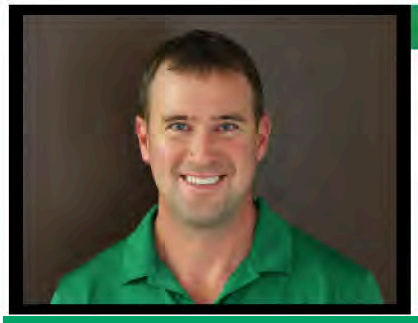
## PRODUCTIONS SYSTEMS - MAC BRILEY

- 35 years Landscape Industry experience, including 22 years in Residential Landscape Management
- Multiple Industry Certifications



## RECRUITER - JOHNNY DE LA HOZ

- 21 years experience in the Landscape industry, including 17 years Recruitment experience
- Landscaper 1, 2, and 3 Certifications, Crew Leader Certification, Safety Training - 30 hours, BMP Certified, HR Basics, Two-Cycle Equipment Trainer, Mower trainer

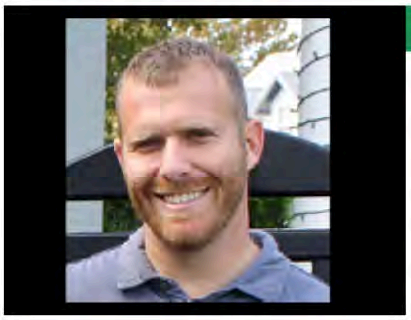


## CONSTRUCTION MANAGER - JASON HAYDU

- 16 years Landscape and Irrigation experience
- B.S. Degree in Agriculture Management at University of Florida
- Multiple Industry Certifications

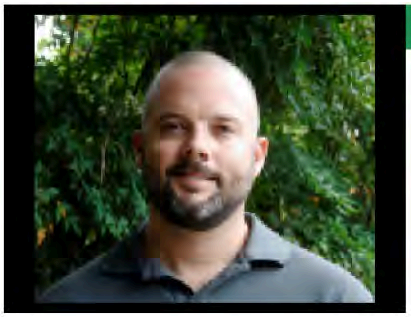
CEPRA LANDSCAPE

# EXECUTIVE SUPPORT TEAM



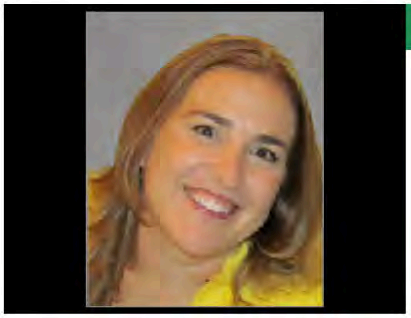
## PRESIDENT - ROB MAIER

- 24 years Landscape Industry experience
- A.S. Degree in Horticulture at State University of New York
- Certified Pest Control Operator
- BMP Certified, FNGLA Certified Landscape Contractor



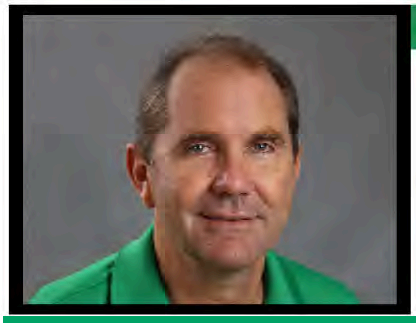
## VICE PRESIDENT - BRANDON RAY

- 20 years Landscape Industry experience
- B.S., Landscape and Nursery Horticulture with Minors in Landscape Architecture and Agribusiness Management at University of Florida
- Florida State Licensed Irrigation Contractor
- MOT Certified, BMP Certified, OSHA 30 Certified



## CONTROLLER - BONNIE MEEHAN

- 23 years Landscape Industry experience
- A.A. General Studies at Valencia State College
- Multiple Industry Certifications

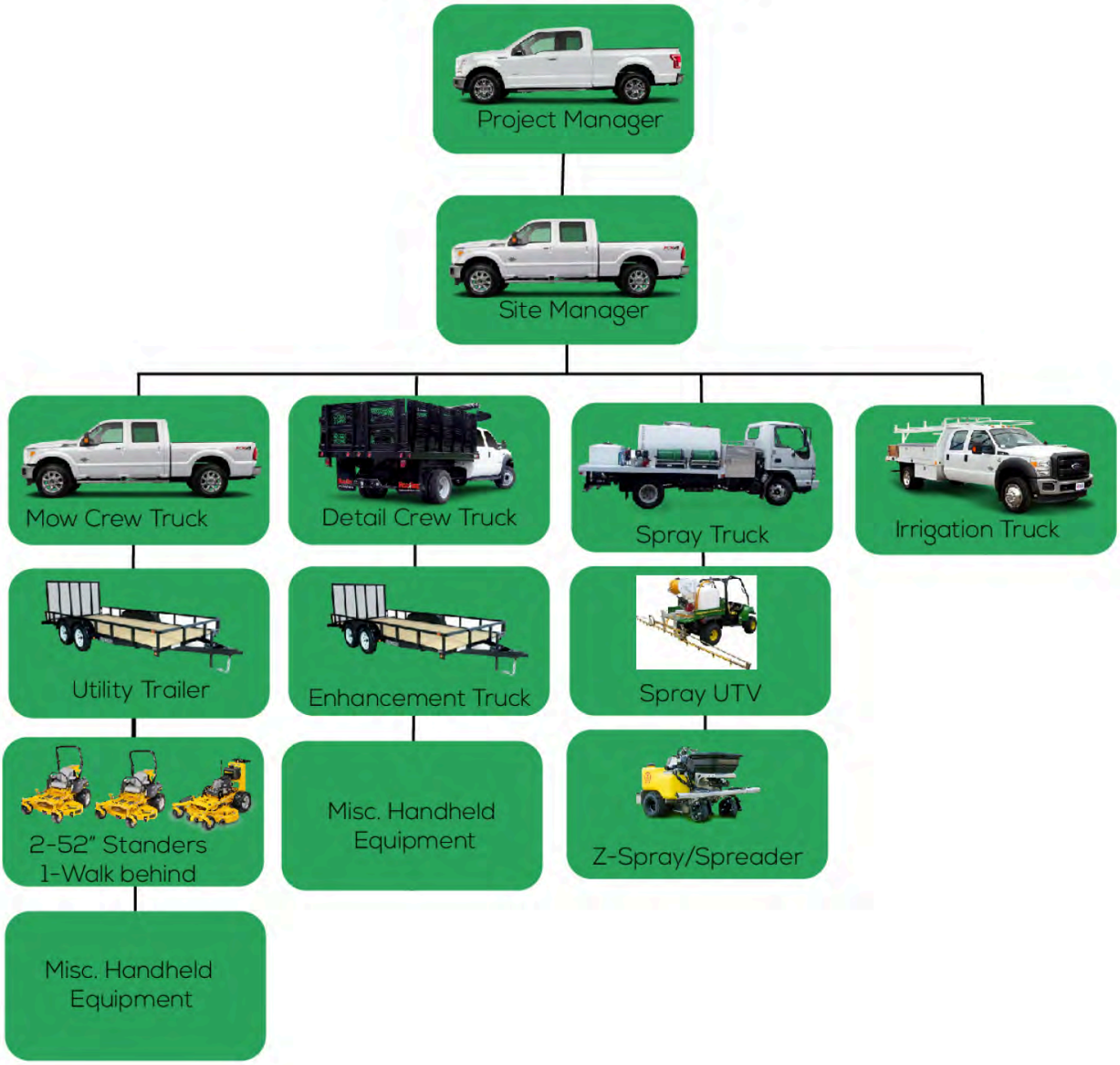


## DIRECTOR OF SAFETY - MIGUEL GARCES

- 19 years Landscape and Irrigation Experience
- B.S. Degree in Horticulture at University of Florida
- State Certified Pest Control Operator, OSHA 30, Intermediate M.O.T., SWPPP Certified, CPR, AED and Basic First Aid Certified

# Equipment Resources for the Job

## City of Winter Springs



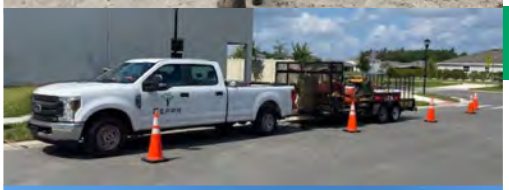
# In-House Training

CEPRA is committed to Safety and Training. We strive to create a safe work environment for our employees with an end goal that our people make it home to their families safely each day. We conduct weekly safety meetings covering a variety of safety items to continue to push safety in the workplace. Weekly foreman's meetings are held to teach and consistently provide crews with the information needed to do the job safely and properly. These are held in both classroom settings and in the field. Crew members are certified on all pieces of equipment before being turned loose in the field. Yearly spray id meetings per Florida regulations are held for all pesticide applicators. All employees are BMP certified and CEPRA has BMP certified instructors on staff. CEPRA understands investing in its workforce. Below or a few items that CEPRA Landscape trains / teaches on throughout each year in various counties in Central Florida.

- Green Industries Best Management Practices: Instructed by CEPRA Employees
- State of Florida Certified GI-BMP Instructors in English and Spanish.
- Manatee County Landscape Best Management Practices Certification-First Private company to be allowed to give the class and administer the tests after 7 years of the program being taught by the County. CEPRA Landscape also translated the program into Spanish.
- Spray ID Card Training: Instructed by CEPRA Landscape employees State of Florida
- Certified Pest Control operators
- Weekly Maintenance Foreman Training
- Weekly Safety Topic Training
- Loader and Mini Excavator Safety Operator Certification training
- Chainsaw Safety Certification
- Landscape CEU for Property Managers training

# Commitment to Safety

TO YOU & OUR EMPLOYEES



## POLICIES

We take safety and professionalism seriously. Our most important resources are our employees, and we pledge to always utilize proper safety practices when servicing your communities. Policies and procedures we commit to include:

- Daily Safety Brief to discuss work site, challenges, etc.
- Weekly Safety Meetings
- OSHA 30 Certified
- Drug Free Policy
- MOT (intermediate) Certified

## UNIFORM

Our uniforms are part of our commitment to professionalism. Each team member is fitted with the following:

- Proper PPE
- Easily recognizable uniforms with Cepra
- Name and Logo
- Safety Toe Work Boots

## FLEET

Each truck, van, and covered trailer of our fleet is readily identifiable as a part of Cepra Landscape. Our commitment to the safety of our fleet is as follows:

- Uniform Fleet with Cepra Name and Logo
- Traffic Control Devices including Cones, Signs, and Lights when applicable
- FDOT Compliant (2016 FDOT Design
- Standards used when applicable)

# CEPRA Hurricane Plan

In preparation of the incoming Hurricane Season, we would like to communicate some of the steps CEPRA is taking to best handle the storms before and after.

## Before the Storm

- We will reach out to each property manager or property owner regarding any specifics for each property. As communication may be difficult after the storm, preapproving our cleanup efforts may be important for certain properties. **Please coordinate with your account manager if you would like to preapprove our cleanup efforts and to what extent.**
- Before the storm arrives, we will shut down irrigation controllers and wells when applicable to prevent any further emergencies as the storm passes.
- Help assist property owners in any preparation needed. (i.e securing furniture, removing wind screens, last minute arbor care, etc)

## After the Storm

- The CEPRA management team will assess every property as soon as it is safe for us to do so.
- Once every property has been evaluated, we will prioritize and put together an action plan. We will concentrate our main efforts on Level 1 priorities first and work our way down the list.
    - **LEVEL 1**-Clearing roadways for vehicle access to allow emergency or service personnel to access the property.
    - **LEVEL 2**-Clearing debris or fallen trees away from buildings or parking lots that may pose immediate danger.
    - **LEVEL 3**-Removal of any hazardous branches that may still be hung up in trees.
    - **LEVEL 4**-Restake or replant trees or shrubs that may have been displaced by the storm that have a possibility of surviving.
    - **LEVEL 5**-Cleanup of debris left on the grounds from the storm.
- After accessing the properties, we will try our best to communicate with the property manager or owner of each property to determine the next course or action. We will have teams on standby and ready to work as soon as it is safe to do so.

## Important Information

If you would like to pre-approve up to a specific priority level as listed above, please notify your account manager as to which level and if there is a certain dollar amount that would be pre-approved.

Your Account Manager should be your first point of contact. However, if you are unable to reach them after the storm, please try our office line as well at: 407.287.5622

## Storm Cleanup Labor Rates

General Cleanup Labor Rate: $85.00 per man hour
Specialized Equipment Operator Labor Rate: $135.00 per man hour **(All specialized equipment costs needed such as loaders, chippers, ect will be charged back to the customer at a fair rate depending on time needed on the job.)**
Debris Disposal Rate: The actual cost would be passed along to the customer at a reasonable rate.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2022

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

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

| | |
|---|---|
| PRODUCER<br>FEDERATED MUTUAL INSURANCE COMPANY<br>HOME OFFICE: P.O. BOX 328<br>OWATONNA, MN 55060 | CONTACT NAME: CLIENT CONTACT CENTER<br>PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664<br>E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM |
| INSURED 184-579-1<br>CEPRA LANDSCAPE LLC<br>PO BOX 865<br>OAKLAND, FL 34760-0865 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A: FEDERATED MUTUAL INSURANCE COMPANY 13935<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER: 0** **REVISION NUMBER: 0**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | N | N | 6110411 | 12/01/2022 | 12/01/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$100,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | N | N | 6110411 | 12/01/2022 | 12/01/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION | N | N | 6110412 | 12/01/2022 | 12/01/2023 | EACH OCCURRENCE<br>AGGREGATE | $6,000,000<br>$6,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | N | 1845850 | 12/01/2022 | 12/01/2023 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |

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

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

**CERTIFICATE HOLDER**

00

A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Michael G Kern

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**Tax Collector Scott Randolph** **Local Business Tax Receipt** **Orange County, Florida**

2023 **EXPIRES 9/30/2024** 3106-1141097

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 3106 | LANDSCAPING | $30.00 | 1 EMPLOYEE | 3501 | MFG REP-PLANTS | $30.00 | 1 EMPLOYEE |
| 3125 | LAWN CARE | $30.00 | 1 EMPLOYEE | 1811 | BRICK PAVING | $30.00 | 1 EMPLOYEE |
| 1812 | IRRIGATION | $30.00 | 1 EMPLOYEE | | | | |

| | |
|---|---|
| TOTAL TAX | $150.00 |
| REGULATED WASTE | $50.00 |
| PREVIOUSLY PAID | $200.00 |
| TOTAL DUE | $0.00 |

MAIER ROBERT P

CEPRA LANDSCAPE LLC
MAIER ROBERT P
PO BOX 865
OAKLAND FL 34760

402 E VICK AVE (MOBILE)
H - OAKLAND, 34760

PAID: $200.00 0099-01113181 7/20/2023

**Tax Collector Scott Randolph** **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2023 **EXPIRES 9/30/2024** 3106-1141097

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 3106 | LANDSCAPING | $30.00 | 1 EMPLOYEE | 3501 | MFG REP-PLANTS | $30.00 | 1 EMPLOYEE |
| 3125 | LAWN CARE | $30.00 | 1 EMPLOYEE | 1811 | BRICK PAVING | $30.00 | 1 EMPLOYEE |
| 1812 | IRRIGATION | $30.00 | 1 EMPLOYEE | | | | |

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|---|---|
| TOTAL TAX | $150.00 |
| REGULATED WASTE | $50.00 |
| PREVIOUSLY PAID | $200.00 |
| TOTAL DUE | $0.00 |

MAIER ROBERT P

CEPRA LANDSCAPE LLC
MAIER ROBERT P
PO BOX 865
OAKLAND FL 34760

402 E VICK AVE (MOBILE)
H - OAKLAND, 34760

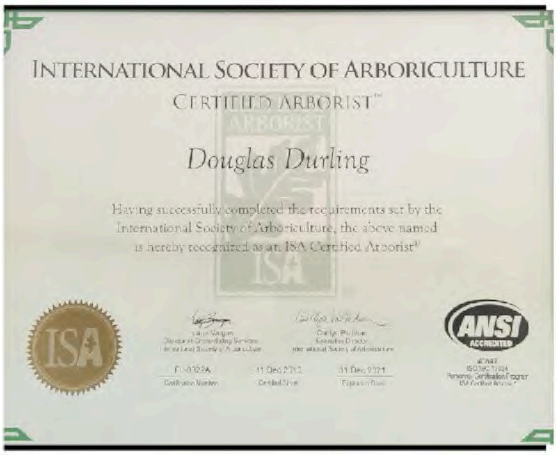
PAID: $200.00 0099-01113181 7/20/2023

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

# Licenses and Certifications



# Licenses and Certifications

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

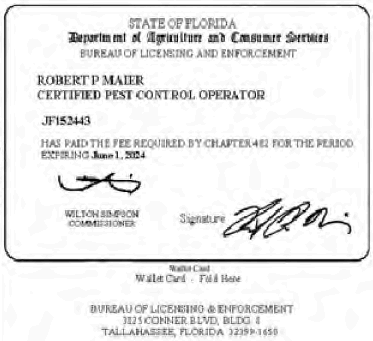
Date: June 8, 2023 | File No: JF152443 | Expires: June 1, 2024

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2024

ROBERT P MAIER
402 EAST VICK AVE
OAKLAND, FL 34760

Lawn and Ornamental

WILTON SIMPSON, COMMISSIONER



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

ROBERT P MAIER
CERTIFIED PEST CONTROL OPERATOR

JF152443

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2024

WILTON SIMPSON
COMMISSIONER

Signature

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

## Certificate of Completion

CHRISTOPHER DENNISON

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

03/15/2024 | 15 | Michael Hernandez | 66805
Date Expires | FDOT Provider # | Instructor | Certificate #

United Safety Council
1505 S. Colonial Drive
Orlando, FL 32803

FDOT

For more information about Temporary Traffic Control (TTC) or to verify this certificate
www.mobilitmr.com

## Certificate of Completion

Jason P. Haydu

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.

Date Expires | FDOT Provider # | Instructor | Certificate #

United Safety Council

FDOT

American Red Cross
Training Services

CEU

Miguel Garces

has successfully completed requirements for

Adult First Aid/CPR/AED

Date Completed: 11/23/2021

Conducted by: American Red Cross

Contact Hours: 4.5
CEUs Awarded: 0.5

American Red Cross
Training Services

Certificate of Completion

Miguel Garces

has successfully completed requirements for

Adult First Aid/CPR/AED

Date Completed: 11/23/2021
Validity Period: 2 - Years

Conducted by: American Red Cross

# Monthly Landscape Report

| | | | |
|---|---|---|---|
| **Property:** | Bellechase | **Account Manager:** | Brandon Ray |
| **Month:** | Mar-18 | **Rainfall** | 3.69 |
| **Date:** | 4/9/2018 | **Avg. Low Temp** | 48.8 |
| | | **Avg. High Temp** | 77 |

**GENERAL REMARKS:**

March has been a fairly cool month but the turf and shrubs have started growing again. We are back to weekly mowings and shrub trimming. The winter tasks are completed and we are ready to movbe into the growing season. The winter rotation of flowers is almost spent due to some of the warmer days we have seen. The spring rotation will be installed Mid-April and will take us into the summer. There were several downed trees from a storm that came through. All of them have been removed from site.

**Any Major Irrigation Issues?**

No major issues to report and the system is functioning as intended.

**Any Major Horticultural Issues?**

No major issues to report.

**Any additional Items?**

No additional items to report.

**COMPLETED TASKS (LAST 30 DAYS):**

1. Monthly Maintenance on track
2. Irrigation inspection and repairs
3. mowing back to weekly
4. Turf and Shrub Spring Fertilization completed
5.
6.

**UPCOMING TASKS (THE NEXT 30 DAYS):**

1. Continue monthly maintenance tasks
2. April Irrigation Inspection
3. monitor for disease/pest activity
4. Chinch bug Treatment for St. Augustine
5. Spring Flower rotation
6.

CEPRA LANDSCAPE

# Irrigation Maintenance & Inspection

JOB #: 99
DATE: 3/15/2015
TECH: Justin Stash
SHEET: 1 of 1

JOB NAME: Big Grass Condo Association MONTH: March

| | | Program A Start Time: 12:30 AM S M T W TH F S | Program B Start Time: S M T W TH F S | | | | | Program C Start Time: S M T W TH F S | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Maintenance | Station | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | |
| | Spray or Rotor | S | S | S | R | R | R | S | S | S | S | | |
| | Current Run Time | 50 | 30 | 30 | 50 | 50 | 50 | 30 | 30 | 30 | 30 | | |
| | Adjust Arc/Radius | 1 | | | 1 | | | 3 | | | | | |
| | Unclog Nozzle | 1 | | 2 | | | | | 1 | | | | |
| | Straighten Head | | | | 1 | | | | | | | | |
| Repairs | Raise Head in Turf | | | | | | | | | | | | |
| | Lower Head in Turf | | | | | | | | | | | | |
| | Broken Nozzle | 1 | | | | | | | | | | | |
| | Broken Spray Head | | | | | | | 1-12" | | 1-6" | | | |
| | Broken Rotor | | | | 1-6" | | | | | | | | |
| | Leaking Spray Head | | | | | | | | 2-12" | | | | |
| | Leaking Rotor | | | | | | | | | | | | |
| | Broken Lateral Line | | | | | 1-1/2" | | | | | | | |
| | Solenoid | | | | | | | | | | | | |
| | Broken Valve | | | | | | | | | | | | |
| | Broken Valve Box | | | | | | | | | | | | |
| Upgrades | Add 6" Spray <10' | | | | | | | | | | | | |
| | Add 12" Spray <10' | | | | | | | | | | | | |
| | Add 6" Rotor <10' | | | | | | | | | | | | |
| | Add Tree Bubbler | | | | | | | | | | | | |
| | Relocate Head | | | | | | | | | | | | |
| | Add shrub riser w/ ex. | | | | | | | | | | | | |
| | Add shrub riser w/ new | | | | | | | | | | | | |
| | 4" to 6" Spray Head | | | | | | | | | | | | |
| | 6" to 12" Spray Head | | | | | | | | | | | | |
| Other | | | | 1 | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

Comments: 1. Zone #3 was having difficulty turning on and off. We will continue to monitor each month. Valve may need repairs.

SAMPLE

# Cepra Landscape Spray Request

Date: 8/21/2017

Acct. Manager: Danny

Job Name: Fore Ranch

Job Number:

Turf Application: x

Ornamental Application:

Scheduled App.: x

Service Call:

Weeds or Pest to be treated: Turf Weeds in St. Augustine Grass

Gate Code:

Approx. Time:

Service Day: Monday

Report Item Month:

Report Item #:

Special Information: schedule follow up 14-21 days after app

Below To Be Completed By Tech

## Treatment Information

| Chemicals Used | Rate/100 Gal | Rate/1000 Sq. Ft. | Units | Total Used |
|---|---|---|---|---|
| celsius | 8.5 | 0.085 | oz | 2.55 |
| certainty | 100 | 1 | gram | 60 |
| lesco wet | 32 | 0.32 | fl oz | 10 |
| | | | | |
| Water | | | | 60 gal |

Application Method: z sprayer

Area Treated:

Temperature (°F): 90

Wind (MPH): 3-Jan

Treatment Time: 2 hours

Travel Time: 1 hour

EPA Registration #'s: 432-1507, 524-534

Observations: Treated broadleaf and sedges. Need to schedule a follow up for 2-3 weeks

Spray Operator: Brandon Merrit

Date: 7/7/2017

Spray ID # JE250646

SAMPLE

CEPRA LANDSCAPE

# Client References

**Ginger Corless, Deputy Services Director and CRA Administrator**
**City of Ocoee**
407.554.7126
VCorless@ocoee.org
*Current CEPRA customer, existing maintenance account for 3+ years.*

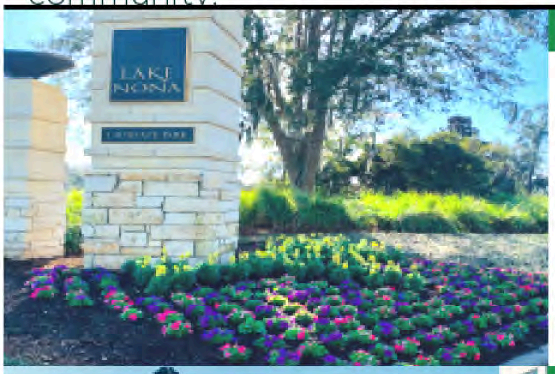
**Paul Belden, CPRP,**
**Recreation and Parks Director**
**City of Oviedo**
407.971.5566
PBelden@cityofoviedo.net
*Current CEPRA customer, existing maintenance account for 2+ years.*

**Jessie Mack Burns, Manager**
**Horticulture Operations**
**Central Florida Tourism Oversight District**
407.828.2851
Jmburns@rcid.org
*Current CEPRA customer, existing maintenance account.*

# References

## LAKE NONA IMPROVEMENT DISTRICTS
## ORLANDO, FL

Lake Nona Improvement Districts are located on the outskirts of southeast Orlando. Lake Nona consists of variety of homeowners, renters and business owners. It is arguably the fastest growing area of Orlando from a business and homeowner perspective. The Districts we maintain consist of roadwork up and down Lake Nona BLVD, Nemours and Tavistock Lakes Blvd. Working safely along these roadways utilizing appropriate safety attire and signage is of the utmost importance and has helped in many facets of our success within the community.

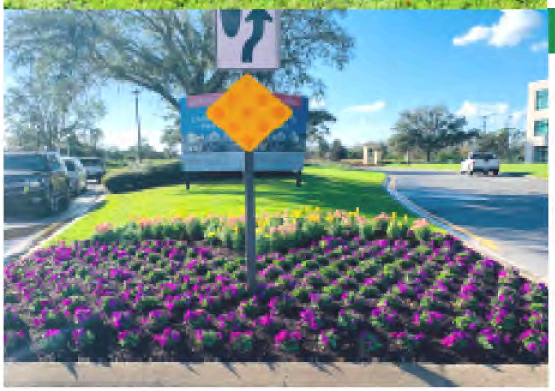



### CURRENT LAKE NONA WORK

- Boggy Creek District
- Midtown Improvement District Sections 1 and 3
- UCF College of Medicine
- Poitras East Community Development District
- Sunbridge Stewardship District

### CEPRA IN LAKE NONA

- Full-service maintenance on approximately 5 acres of Zoysia turf, 40 acres of St. Augustine turf, 20 acres of Bahia turf, 5 acres of Bermuda and 20 acres of shrub beds
- Install and Maintain over 7,500 Annual flowers per quarter
- Monthly inspections and repairs on ~1100 Irrigation Zones
- Maintains over 2,000 trees and 1,200 palms



### CUSTOMER REFERENCE

- Matt McDermott: Director
- (407) 470-8597
- Matthew.McDermott@tavistockdevelopment.com
- Contract Value = $1,000,000

# References

THE VILLAGES
THE VILLAGES, FL

The Villages is a unique customer within CEPRA's portfolio. The Villages community demands that the landscape areas remain in excellent condition year-round. Annual Flowers are a special focus and main priority for The Villages. Most focal areas include large annual flower displays that are rotated quarterly to constantly provide a fresh look. CEPRA follows a strict regimen in all areas to provide proper landscape and horticultural practices to produce a great product each day.

## CURRENT VILLAGES WORK

- Morse Blvd, Phases IV- VIII
- District 10 Project Wide Areas
- District 11 Project Wide Areas
- District 12 Project Wide Areas
- Village of Spanish Springs

## CEPRA IN THE VILLAGES

- Full-service maintenance on approximately 60 acres of Zoysia turf, 25 acres of St. Augustine turf, 150 acres of Bahia turf, and 55 acres of shrub beds
- Install and Maintain over 75,000 Annual flowers per quarter
- Monthly inspections and repairs on ~2,000 Irrigation Zones
- Maintains over 4,000 trees and 2,500 palms

## CUSTOMER REFERENCE

- Chris Ryzoc; Asst.t District Property Manager
- (352) 857.3167
- Chris.Ryzoc@districtgov.org
- Contract Value: $3 Million

# Lakewood Ranch

LAKEWOOD RANCH INNER DISTRICT AUTHORITY
LANDSCAPE AND IRRIGATION - BRADENTON, FL

Lakewood Ranch is located east of Bradenton. Known as one of the fastest-growing communities in America, the neighborhood is a strong mix of homeowners, renters, and commercial businesses. The CDD we maintain consists of Roadways, CDD Common Areas, Monuments, Cul-de-Sacs, Retention Ponds and Landscaped Berms. Manatee County mandates a nitrogen-fertilizer blackout period from June 1 to September 30. Since Zoysia and St. Augustine turf requires frequent fertilizing to stay healthy, our team overcomes this by utilizing a program with slow-release fertilizer that feeds the turf throughout the season. We also use frequent soil tests to ensure the soil has nutrients available. This allows us to keep the zoysia looking green while staying in compliance with the code.

## CURRENT LAKEWOOD RANCH WORK

- LWR IDA District 1
- LWR IDA District 2
- LWR IDA District 4
- LWR IDA District 5

## CEPRA IN LAKEWOOD RANCH

- Full-service maintenance on approximately 100 Acres of St. Augustine, 40 acres of Zoysia turf, 150 acres of Bahia Turf, and 60 acres of shrub beds
- Monthly inspections and repairs on ~306 Irrigation Zones
- Maintains over 15,000 annuals

## CUSTOMER REFERENCE

- Steve Lakey: Landscape Manager
- (941) 727-0899 x104
- Steve.Lakey@lwrtownhall.com
- Contract Value: $2.1 Million

Discover CEPRA and *See* the difference.

# Landscape Services Contract

## Winter Spring Town Center

**Date:** September 20, 2023

This Landscape Services Contract is made by Baker Commercial Landscaping, Inc. (henceforth "Service Provider") and executed when signed by an authorized representative of City of Winter Springs (Customer), 1126 East SR 434 Winter Springs, FL 32708 (henceforth "Customer") on page 6 of this Agreement.

Term: The schedule for performance is set forth herein and shall commence and end upon the following scheduled dates:

**Start Date:** October 1, 2023 **End Date:** September 30, 2024

## Site Location:

1160 FL 434
Winter Springs, FL 32708

## Customer Contact:

Kevin Maddox
407-327-8957
kmaddox@winterspringsfl.org

## Service Provider Contact:

Trey Rolquin
407-448-7526
trey@bakerlandscaping.com

## LANDSCAPE MAINTENANCE SERVICES

### I. MOWING

The mowing of all turf areas of the property no less than once each seven days in the heavy growing season; April 1st to October 15th. Mowing from October 15th through March 30th will be regulated on an as needed basis. Mowing height will be no less than three (3) inches, not more than four (4) inches.

### II. EDGING

The edging of all walks and other paved areas three (3) times per month, or as needed, during the period of October 15th through March 30th. The edging of all plant bed areas two (2) times per month, or as needed to maintain a crisp, clean appearance, free of turf invasion.

### III. WEEDING

Weeding of all plant bed areas as often as necessary to maintain aesthetic order. Any dead or diseased plants shall be removed promptly from all beds. Spent blooms of the display type will be removed regularly when they become unsightly.

### IV. PRUNING

The selective pruning as needed to all woody ornamentals and trees, up to ten (10) feet (lifting) in height, to balance infiltrating light, to remove dead wood harboring insects and disease, and to promote maximum health and growth. All cuts shall be made in accordance with accepted standards established by the International Shade Tree Conference, or at the discretion of the Grounds Manager.

Pruning of Crape Myrtles and other ornamental trees may be excluded and considered Optional Services requiring a separate proposal requested and approved by Customer.

Sufficient warning devices shall be used when necessary, to provide safety to persons and vehicular traffic within any area undergoing pruning. Work will be scheduled to give the least possible interference to building occupants and visitors.

### V. SHEARING/CLIPPING/TRIMMING

Shearing of qualifying shrubs and hedges to maintain a crisp appearance, and to conform to the landscape design intended by the Service Provider and the Customer.

Except for desired hedges, all pruning, trimming, and thinning of plants will be done so that the natural shapes are retained. If the previous maintenance practice has been to shear, then a natural shape will be restored gradually.

### VI. BLOWING

The sweeping or blowing of all walks and other paved areas after landscape maintenance service has been performed.

### VII. DEBRIS & TRASH REMOVAL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Phone 407-339-8821 • Fax 407-339-5191
Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

The removal of landscape maintenance related debris and/or litter (paper, trash, bottles, etc.) shall be the responsibility of the Service Provider and removed from the turf areas and shrub beds during landscape maintenance service. Removal of dumped materials on property, including but not limited to, garbage, mattresses, tires, furniture, or other bulk items unrelated to yard waste, shall be considered Optional Services requiring a proposal.

## IRRIGATION SYSTEM CHECK

**All sprinkler systems to be inspected and adjusted 1x per month as per the following:**

- Gear drive heads shall be adjusted for proper distance, pattern, and operation. Spray heads shall be adjusted for proper direction and flow pattern.
- Irrigated areas shall be inspected for leaks and washouts.
- Zone valves shall be checked for proper operation.
- Timers shall be checked for proper programming and operation. Watering times shall be adjusted for each zone and watering requirements.
- Equipment that is connected to the sprinkler system shall be monitored for proper operation.
- Service Provider shall process all exchanges on products covered under manufacturer warranty.
- Repairs to the sprinkler system shall be made at the rate of $75.00 per hour plus parts and materials.
- Service Provider is authorized to make repairs up to $_____ per visit without prior authorization from the Customer.
- Service calls will be billed at a minimum of 1 hour to include travel time to the jobsite.
- Service Provider shall not be responsible for landscape material that may perish due to poor design of the sprinkler system or the availability of water.
- A monthly itemized billing statement detailing specific repairs, parts used, and locations; shall be provided to the Customer.

## FERTILIZATION & PEST CONTROL SERVICE - LAWN, TREE & SHRUB

### I. Pests & Diseases

All turf and shrubs will be treated for pest and diseases as needed based upon an IPM program and the contractual treatment occurrences agreed upon. Broadleaf, sedge, and grassy turf weeds shall be treated at the first sign of growth. Torpedograss, Crabgrass, Doveweed, and Bermuda *CAN NOT* be controlled in St. Augustine turf grass. Sod replacement of infected area would be recommended. Turf diseases like Brown Patch, Large Patch, Take All Root Rot, etc. could still occur with treatments based upon the weather and soil conditions.

## II. Fertilization

The turf will be fertilized with a granular slow release fertilizer (3) times per year. All shrubs will be fertilized with a granular slow release fertilizer (2) times per year in the Spring and Fall. A liquid fertilizer will be utilized between granular applications to maintain color. Service Provider follows all GI-BMP fertilizer guidelines.

## III. Palms

Palms shall be treated with an insecticide and fertilizer when extra work is requested and approved by Customer.

## IV. Aeration & Top Dressing

Aeration and or Top Dressing of turf shall be completed when extra work is requested and approved by Customer. Two (2) aerations per year (Spring and late Fall) are recommended for Zoysia and Bermuda turfgrass.

## V. Irrigation

Unless Service Provider is contracted to maintain the irrigation system, Service Provider will not control, alter, or check irrigation timers, valves, or irrigation heads unless specifically requested and approved by Customer. Service provider recommends following all watering regulations and watering days based upon county and state laws.

### CONTRACT SERVICES PROVIDED

| | |
|---|---|
| Landscape Maintenance Services | 52 - SERVICES |
| Irrigation System Check | 12 - SERVICES |
| Fertilization & Pest Control Service - Lawn, Tree & Shrub | 6 - SERVICES |


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## OPTIONAL SERVICES OFFERED (not inclusive in contract unless specified)

Service Provider offers all of the aforementioned as Optional Services unless specified in the Landscape Services Contract Budget and included in budgeted monthly contract billing.

Replacement of turf, plant life, or irrigation components shall be the responsibility of the customer unless mutually agreed to be the liability of the Service Provider.

Heavy leaf fall may require supplemental leaf clean up(s) requiring a separate proposal requested and approved by Customer.

## BLU ANNUALS

Planting of standard annual flowers quarterly (4 times per year), or as requested. Specialty annuals or perennials also provided, as requested and approved, at additional cost. Material count identified in Landscape Services Contract Budget (attached).

| QTY | TYPE | DESCRIPTION |
|---|---|---|
| 1050.00 | EACH | Standard Annuals Installation |

## BLU ANNUALS WITH POTTING SOIL

Planting of standard annual flowers quarterly (4 times per year), or as requested. Potting Soil is included. Specialty annuals or perennials also provided, as requested and approved, at additional cost. Material count identified in Landscape Services Contract Budget (attached).

| QTY | TYPE | DESCRIPTION |
|---|---|---|
| 10.00 | CU YD | Potting Soil per yard |
| 1050.00 | EACH | Standard Annuals Installation |

## BLU MULCH

Installation of mulch at prevailing market rates plus labor. Mulch is installed one time annually unless specified otherwise. Material count identified in Landscape Services Contract Budget (attached).

| QTY | TYPE | DESCRIPTION |
|---|---|---|
| 215.00 | CU YD | Designer Red Mulch per yard |

## BLU PALM TREE TRIMMING

Standard and specialty palm tree trimming one (1) time per year, or as requested. Additional horticultural services are available upon request and under separate approved proposal. Note: If palm trimming was NOT authorized in the previous contract year, additional cleaning and debooting may be necessary. If additional work is needed to trim palm trees for this reason, a surcharge will be applied for up to 50% of the original proposed amount to cover the costs of additional cleaning, pruning and debris removal. Material count identified in Landscape Services Contract Budget (attached).

| QTY | TYPE | DESCRIPTION |
|---|---|---|
| 30.00 | EACH | Palm Tree Trimming - Specimen |
| 103.00 | EACH | Palm Tree Trimming - Standard |


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Website: www.bakerlandscaping.com

## WAIVER OF LIABILITY

Service Provider is not responsible for the condition of the landscape due to freeze, drought, irrigation deficiencies, storm damage, age of plants and trees beyond their limited life span, improper pruning or trimming performed prior to the date of this contract, and any other weather conditions that cause plant and turf damage. Service Provider assumes no liability for damages or consequential damage caused by conditions of liability beyond its control, including but not limited to, Fungi, Pathogens, Galls, etc.

## BILLING AND PAYMENT DATES

Regular monthly services will be billed in advance at the beginning of each month. Terms of payment are Net 30 days. A late fee may be added to invoices if not paid within 60 days. Large jobs may require 50% deposit, if requested by Service Provider.

Customer agrees to pay Service Provider the monthly sum in accordance with **Landscape Services Contract Budget (attached)**.

Customer agrees to pay any and all costs incurred by Service Provider in collection of same, including reasonable attorney's fees. A surcharge may be imposed for credit card or other electronic processed payments. Surcharges may be up to four (4%) percent of payment amount.

Both parties agree that either party may terminate this agreement for any reason upon 30 days written notice to the other party. Payment for the last 30 days following termination notice will still be due if Customer chooses to terminate services in fewer than 30 days.

## CONTRACT EXTENSION

This Landscape Services Contract shall extend for successive terms of twelve (12) months unless cancelled or terminated by one or both parties in accordance with the provisions of this Agreement.

Each successive extension shall impose a three (3%) percent or CPI, whichever is greater, escalation of each service item billed monthly under the Landscape Services Contract Budget. Optional Services may impose such escalation as well, in accordance with market fluctuations.

Please sign your name below to indicate your acceptance. Please note prices are valid for 30 days from the date of this proposed contract. We welcome the opportunity to be of service and thank you for your consideration.

Sincerely,

Frederick K. Baker

Frederick (Ted) K. Baker, Jr., Chief Executive Officer

Accepted and approved by:

| | |
|---|---|
| Authorized Signature | Date |
| Name (Printed) | Title |



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Phone 407-339-8821 • Fax 407-339-5191
Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

# Baker Commercial Landscaping, Inc.

## Hurricane/Emergency Cleanup Authorization

The undersigned hereby authorizes Baker Commercial Landscaping, Inc. to proceed with Hurricane/Emergency cleanup at the following rates:

Man Hour: $65.00 (per man)
Loader/Bob Cat: $350.00 per hour including the operator
Dump fees: To be determined at landfill
Chipper per hour: $100.00

For the following property (please list one property per form):

Management Company:_____

Property Name: _____

Site Address: _____

The undersigned further releases Baker Commercial Landscaping, Inc. and all related subcontractors from subsequent damage in attempts to remove hurricane or emergency debris from building, vehicles, irrigation systems, parking lot pole lights, etc. during events such as heavy storms, hurricanes and other events requiring emergency maintenance services related to landscaping and debris removal. By signing below, you are authorizing Baker Commercial Landscaping, Inc. to perform a cleanup without further contact in the event communication is delayed or cut off.

Please sign your name below to indicate your acceptance of this proposal and indicate a cap for emergency services, where 'cap' refers to the dollar amount of maximum maintenance services to be performed before requiring a written proposal. Also, in the event that main communications are disrupted, please provide the personal contact information of yourself or anyone authorized to make decisions regarding emergency cleanup. (Please note that any and all personal contact information will be kept strictly confidential and will not be used for any purposes other than communication in the event of an emergency and only when other efforts have failed.)

_____
Signature

_____
Name (Printed) / Title

_____
Date

Pre-approved for $_____.____ for cleanup before a proposal is required ('cap'). Payment Terms: Net 30

Emergency Contact Info:

_____

_____

DECLINE: If you elect to decline the services listed herein, please sign below. Please note that by declining this authorization, in the event of a hurricane or emergency situation Baker Commercial Landscaping, Inc. will not perform any cleanup services at the above listed property until main communications are intact (if delayed or cut off) and only when prompted BY EXECUTED PROPOSAL to do so thereafter.

I, _____, as authorized agent for the above referenced property, decline the services detailed in this agreement on _____.

Sincerely,

Frederick K. Baker

Frederick (Ted) K. Baker, Jr.
CEO/Owner



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Email: info@bakerlandscaping.com
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# Proposed Landscape Services Budget Information

## Winter Spring Town Center 2023

### Contracted Services

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Landscape Maintenance Service | $6,933.33 | $6,933.33 | $6,933.33 | $6,933.33 | $6,933.33 | $6,933.33 | $6,933.33 | $6,933.33 | $6,933.33 | $6,933.33 | $6,933.33 | $6,933.33 | $83,199.95 |
| Irrigation Services | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $5,400.00 |
| Fertilization & Pest Control Service | $340.00 | $340.00 | $340.00 | $340.00 | $340.00 | $340.00 | $340.00 | $340.00 | $340.00 | $340.00 | $340.00 | $340.00 | $4,080.00 |
| **Totals** | **$7,723.33** | **$7,723.33** | **$7,723.33** | **$7,723.33** | **$7,723.33** | **$7,723.33** | **$7,723.33** | **$7,723.33** | **$7,723.33** | **$7,723.33** | **$7,723.33** | **$7,723.33** | **$92,679.95** |

### Proposed Enhancements*

*Proposals will be sent and require a signature approval before proceeding. Market prices may change from time to time.

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BLU Annuals | $2,625.00 | | | $2,625.00 | | | | | | $2,625.00 | | | $7,875.00 |
| BLU Annuals with Potting Soil | | | | | | | $3,576.93 | | | | | | $3,576.93 |
| BLU Mulch | | $11,825.00 | | | | | | | | | | | $11,825.00 |
| BLU Palm Tree Trimming | | | | | | | | | $8,844.00 | | | | $8,844.00 |
| **Totals** | **$2,625.00** | **$11,825.00** | **$0.00** | **$2,625.00** | **$0.00** | **$0.00** | **$3,576.93** | **$0.00** | **$8,844.00** | **$2,625.00** | **$0.00** | **$0.00** | **$32,120.93** |

Approved By: _____ _____ _____

Print Sign Date

Start Date: 10/01/2023

# Landscape Services Contract

**Tuscawilla Road**

**Date:** September 20, 2023

This Landscape Services Contract is made by Baker Commercial Landscaping, Inc. (henceforth "Service Provider") and executed when signed by an authorized representative of City of Winter Springs (Customer), 1126 East SR 434 Winter Springs, FL 32708 (henceforth "Customer") on page 6 of this Agreement.

Term: The schedule for performance is set forth herein and shall commence and end upon the following scheduled dates:

**Start Date:** October 1, 2023 **End Date:** September 30, 2024

## Site Location:

415 Tuscawilla road
Winter Springs, FL 32708

## Customer Contact:

Kevin Maddox
407-327-8957
kmaddox@winterspringsfl.org

## Service Provider Contact:

Trey Rolquin
407-448-7526
trey@bakerlandscaping.com

## LANDSCAPE MAINTENANCE SERVICES

### I. MOWING

The mowing of all turf areas of the property no less than once each seven days in the heavy growing season; April 1st to October 15th. Mowing from October 15th through March 30th will be regulated on an as needed basis. Mowing height will be no less than three (3) inches, not more than four (4) inches.

### II. EDGING

The edging of all walks and other paved areas three (3) times per month, or as needed, during the period of October 15th through March 30th. The edging of all plant bed areas two (2) times per month, or as needed to maintain a crisp, clean appearance, free of turf invasion.

### III. WEEDING

Weeding of all plant bed areas as often as necessary to maintain aesthetic order. Any dead or diseased plants shall be removed promptly from all beds. Spent blooms of the display type will be removed regularly when they become unsightly.

### IV. PRUNING

The selective pruning as needed to all woody ornamentals and trees, up to ten (10) feet (lifting) in height, to balance infiltrating light, to remove dead wood harboring insects and disease, and to promote maximum health and growth. All cuts shall be made in accordance with accepted standards established by the International Shade Tree Conference, or at the discretion of the Grounds Manager.

Pruning of Crape Myrtles and other ornamental trees may be excluded and considered Optional Services requiring a separate proposal requested and approved by Customer.

Sufficient warning devices shall be used when necessary, to provide safety to persons and vehicular traffic within any area undergoing pruning. Work will be scheduled to give the least possible interference to building occupants and visitors.

### V. SHEARING/CLIPPING/TRIMMING

Shearing of qualifying shrubs and hedges to maintain a crisp appearance, and to conform to the landscape design intended by the Service Provider and the Customer.

Except for desired hedges, all pruning, trimming, and thinning of plants will be done so that the natural shapes are retained. If the previous maintenance practice has been to shear, then a natural shape will be restored gradually.

### VI. BLOWING

The sweeping or blowing of all walks and other paved areas after landscape maintenance service has been performed.

### VII. DEBRIS & TRASH REMOVAL


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Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

The removal of landscape maintenance related debris and/or litter (paper, trash, bottles, etc.) shall be the responsibility of the Service Provider and removed from the turf areas and shrub beds during landscape maintenance service. Removal of dumped materials on property, including but not limited to, garbage, mattresses, tires, furniture, or other bulk items unrelated to yard waste, shall be considered Optional Services requiring a proposal.

## IRRIGATION SYSTEM CHECK

**All sprinkler systems to be inspected and adjusted 1x per month as per the following:**

- Gear drive heads shall be adjusted for proper distance, pattern, and operation. Spray heads shall be adjusted for proper direction and flow pattern.
- Irrigated areas shall be inspected for leaks and washouts.
- Zone valves shall be checked for proper operation.
- Timers shall be checked for proper programming and operation. Watering times shall be adjusted for each zone and watering requirements.
- Equipment that is connected to the sprinkler system shall be monitored for proper operation.
- Service Provider shall process all exchanges on products covered under manufacturer warranty.
- Repairs to the sprinkler system shall be made at the rate of $75.00 per hour plus parts and materials.
- Service Provider is authorized to make repairs up to $_____ per visit without prior authorization from the Customer.
- Service calls will be billed at a minimum of 1 hour to include travel time to the jobsite.
- Service Provider shall not be responsible for landscape material that may perish due to poor design of the sprinkler system or the availability of water.
- A monthly itemized billing statement detailing specific repairs, parts used, and locations; shall be provided to the Customer.

## FERTILIZATION & PEST CONTROL SERVICE - LAWN, TREE & SHRUB

### I. Pests & Diseases

All turf and shrubs will be treated for pest and diseases as needed based upon an IPM program and the contractual treatment occurrences agreed upon. Broadleaf, sedge, and grassy turf weeds shall be treated at the first sign of growth. Torpedograss, Crabgrass, Doveweed, and Bermuda *CAN NOT* be controlled in St. Augustine turf grass. Sod replacement of infected area would be recommended. Turf diseases like Brown Patch, Large Patch, Take All Root Rot, etc. could still occur with treatments based upon the weather and soil conditions.

## II. Fertilization

The turf will be fertilized with a granular slow release fertilizer (3) times per year. All shrubs will be fertilized with a granular slow release fertilizer (2) times per year in the Spring and Fall. A liquid fertilizer will be utilized between granular applications to maintain color. Service Provider follows all GI-BMP fertilizer guidelines.

## III. Palms

Palms shall be treated with an insecticide and fertilizer when extra work is requested and approved by Customer.

## IV. Aeration & Top Dressing

Aeration and or Top Dressing of turf shall be completed when extra work is requested and approved by Customer. Two (2) aerations per year (Spring and late Fall) are recommended for Zoysia and Bermuda turfgrass.

## V. Irrigation

Unless Service Provider is contracted to maintain the irrigation system, Service Provider will not control, alter, or check irrigation timers, valves, or irrigation heads unless specifically requested and approved by Customer. Service provider recommends following all watering regulations and watering days based upon county and state laws.

### CONTRACT SERVICES PROVIDED

| | |
|---|---|
| Landscape Maintenance Services | 52 - SERVICES |
| Irrigation System Check | 12 - SERVICES |
| Fertilization & Pest Control Service - Lawn, Tree & Shrub | 8 - SERVICES |


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Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

## WAIVER OF LIABILITY

Service Provider is not responsible for the condition of the landscape due to freeze, drought, irrigation deficiencies, storm damage, age of plants and trees beyond their limited life span, improper pruning or trimming performed prior to the date of this contract, and any other weather conditions that cause plant and turf damage. Service Provider assumes no liability for damages or consequential damage caused by conditions of liability beyond its control, including but not limited to, Fungi, Pathogens, Galls, etc.

## BILLING AND PAYMENT DATES

Regular monthly services will be billed in advance at the beginning of each month. Terms of payment are Net 30 days. A late fee may be added to invoices if not paid within 60 days. Large jobs may require 50% deposit, if requested by Service Provider.

Customer agrees to pay Service Provider the monthly sum in accordance with **Landscape Services Contract Budget (attached)**.

Customer agrees to pay any and all costs incurred by Service Provider in collection of same, including reasonable attorney's fees. A surcharge may be imposed for credit card or other electronic processed payments. Surcharges may be up to four (4%) percent of payment amount.

Both parties agree that either party may terminate this agreement for any reason upon 30 days written notice to the other party. Payment for the last 30 days following termination notice will still be due if Customer chooses to terminate services in fewer than 30 days.

## CONTRACT EXTENSION

This Landscape Services Contract shall extend for successive terms of twelve (12) months unless cancelled or terminated by one or both parties in accordance with the provisions of this Agreement.

Each successive extension shall impose a three (3%) percent or CPI, whichever is greater, escalation of each service item billed monthly under the Landscape Services Contract Budget. Optional Services may impose such escalation as well, in accordance with market fluctuations.

Please sign your name below to indicate your acceptance. Please note prices are valid for 30 days from the date of this proposed contract. We welcome the opportunity to be of service and thank you for your consideration.

Sincerely,

Frederick (Ted) K. Baker, Jr., Chief Executive Officer

Accepted and approved by:

| | |
|---|---|
| Authorized Signature | Date |
| Name (Printed) | Title |



7350 Old Cheney Highway • Orlando, FL 32807
Phone 407-339-8821 • Fax 407-339-5191
Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

# Baker Commercial Landscaping, Inc.

## Hurricane/Emergency Cleanup Authorization

The undersigned hereby authorizes Baker Commercial Landscaping, Inc. to proceed with Hurricane/Emergency cleanup at the following rates:

Man Hour: $65.00 (per man)
Loader/Bob Cat: $350.00 per hour including the operator
Dump fees: To be determined at landfill
Chipper per hour: $100.00

For the following property (please list one property per form):

Management Company:_____

Property Name: _____

Site Address: _____

The undersigned further releases Baker Commercial Landscaping, Inc. and all related subcontractors from subsequent damage in attempts to remove hurricane or emergency debris from building, vehicles, irrigation systems, parking lot pole lights, etc. during events such as heavy storms, hurricanes and other events requiring emergency maintenance services related to landscaping and debris removal. By signing below, you are authorizing Baker Commercial Landscaping, Inc. to perform a cleanup without further contact in the event communication is delayed or cut off.

Please sign your name below to indicate your acceptance of this proposal and indicate a cap for emergency services, where 'cap' refers to the dollar amount of maximum maintenance services to be performed before requiring a written proposal. Also, in the event that main communications are disrupted, please provide the personal contact information of yourself or anyone authorized to make decisions regarding emergency cleanup. (Please note that any and all personal contact information will be kept strictly confidential and will not be used for any purposes other than communication in the event of an emergency and only when other efforts have failed.)

_____
Signature

_____
Name (Printed) / Title

_____
Date

Pre-approved for $_____.____ for cleanup before a proposal is required ('cap'). Payment Terms: Net 30

Emergency Contact Info:

_____

_____

DECLINE: If you elect to decline the services listed herein, please sign below. Please note that by declining this authorization, in the event of a hurricane or emergency situation Baker Commercial Landscaping, Inc. will not perform any cleanup services at the above listed property until main communications are intact (if delayed or cut off) and only when prompted BY EXECUTED PROPOSAL to do so thereafter.

I, _____, as authorized agent for the above referenced property, decline the services detailed in this agreement on _____.

Sincerely,

Frederick K. Baker

Frederick (Ted) K. Baker, Jr.
CEO/Owner



7350 Old Cheney Highway • Orlando, FL 32807
Phone 407-339-8821 • Fax 407-339-5191
Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

# Proposed Landscape Services Budget Information

## Tuscawilla Road 2023

### Contracted Services

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Landscape Maintenance Service | $8,320.00 | $8,320.00 | $8,320.00 | $8,320.00 | $8,320.00 | $8,320.00 | $8,320.00 | $8,320.00 | $8,320.00 | $8,320.00 | $8,320.00 | $8,320.00 | $99,840.00 |
| Irrigation Services | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $450.00 | $5,400.00 |
| Fertilization & Pest Control Service | $453.33 | $453.33 | $453.33 | $453.33 | $453.33 | $453.33 | $453.33 | $453.33 | $453.33 | $453.33 | $453.33 | $453.33 | $5,439.96 |
| **Totals** | **$9,223.33** | **$9,223.33** | **$9,223.33** | **$9,223.33** | **$9,223.33** | **$9,223.33** | **$9,223.33** | **$9,223.33** | **$9,223.33** | **$9,223.33** | **$9,223.33** | **$9,223.33** | **$110,679.96** |

Approved By: _____ _____ _____

Print Sign Date

Start Date: 10/01/2023

# Landscape Services Contract

**TLBD**

**Date:** September 20, 2023

This Landscape Services Contract is made by Baker Commercial Landscaping, Inc. (henceforth "Service Provider") and executed when signed by an authorized representative of City of Winter Springs (Customer), 1126 East SR 434 Winter Springs, FL 32708 (henceforth "Customer") on page 6 of this Agreement.

Term: The schedule for performance is set forth herein and shall commence and end upon the following scheduled dates:

**Start Date:** October 1, 2023 **End Date:** September 30, 2024

## Site Location:

1300 Winter Springs Blvd
Winter Springs blvd, FL 32708

## Customer Contact:

Kevin Maddox
407-327-8957
kmaddox@winterspringsfl.org

## Service Provider Contact:

Trey Rolquin
407-448-7526
trey@bakerlandscaping.com

## LANDSCAPE MAINTENANCE SERVICES

### I. MOWING

The mowing of all turf areas of the property no less than once each seven days in the heavy growing season; April 1st to October 15th. Mowing from October 15th through March 30th will be regulated on an as needed basis. Mowing height will be no less than three (3) inches, not more than four (4) inches.

### II. EDGING

The edging of all walks and other paved areas three (3) times per month, or as needed, during the period of October 15th through March 30th. The edging of all plant bed areas two (2) times per month, or as needed to maintain a crisp, clean appearance, free of turf invasion.

### III. WEEDING

Weeding of all plant bed areas as often as necessary to maintain aesthetic order. Any dead or diseased plants shall be removed promptly from all beds. Spent blooms of the display type will be removed regularly when they become unsightly.

### IV. PRUNING

The selective pruning as needed to all woody ornamentals and trees, up to ten (10) feet (lifting) in height, to balance infiltrating light, to remove dead wood harboring insects and disease, and to promote maximum health and growth. All cuts shall be made in accordance with accepted standards established by the International Shade Tree Conference, or at the discretion of the Grounds Manager.

Pruning of Crape Myrtles and other ornamental trees may be excluded and considered Optional Services requiring a separate proposal requested and approved by Customer.

Sufficient warning devices shall be used when necessary, to provide safety to persons and vehicular traffic within any area undergoing pruning. Work will be scheduled to give the least possible interference to building occupants and visitors.

### V. SHEARING/CLIPPING/TRIMMING

Shearing of qualifying shrubs and hedges to maintain a crisp appearance, and to conform to the landscape design intended by the Service Provider and the Customer.

Except for desired hedges, all pruning, trimming, and thinning of plants will be done so that the natural shapes are retained. If the previous maintenance practice has been to shear, then a natural shape will be restored gradually.

### VI. BLOWING

The sweeping or blowing of all walks and other paved areas after landscape maintenance service has been performed.

### VII. DEBRIS & TRASH REMOVAL

The removal of landscape maintenance related debris and/or litter (paper, trash, bottles, etc.) shall be the responsibility of the Service Provider and removed from the turf areas and shrub beds during landscape maintenance service. Removal of dumped materials on property, including but not limited to, garbage, mattresses, tires, furniture, or other bulk items unrelated to yard waste, shall be considered Optional Services requiring a proposal.

## IRRIGATION SYSTEM CHECK

**All sprinkler systems to be inspected and adjusted 1x per month as per the following:**

- Gear drive heads shall be adjusted for proper distance, pattern, and operation. Spray heads shall be adjusted for proper direction and flow pattern.
- Irrigated areas shall be inspected for leaks and washouts.
- Zone valves shall be checked for proper operation.
- Timers shall be checked for proper programming and operation. Watering times shall be adjusted for each zone and watering requirements.
- Equipment that is connected to the sprinkler system shall be monitored for proper operation.
- Service Provider shall process all exchanges on products covered under manufacturer warranty.
- Repairs to the sprinkler system shall be made at the rate of $75.00 per hour plus parts and materials.
- Service Provider is authorized to make repairs up to $_____ per visit without prior authorization from the Customer.
- Service calls will be billed at a minimum of 1 hour to include travel time to the jobsite.
- Service Provider shall not be responsible for landscape material that may perish due to poor design of the sprinkler system or the availability of water.
- A monthly itemized billing statement detailing specific repairs, parts used, and locations; shall be provided to the Customer.

## FERTILIZATION & PEST CONTROL SERVICE - LAWN, TREE & SHRUB

### I. Pests & Diseases

All turf and shrubs will be treated for pest and diseases as needed based upon an IPM program and the contractual treatment occurrences agreed upon. Broadleaf, sedge, and grassy turf weeds shall be treated at the first sign of growth. Torpedograss, Crabgrass, Doveweed, and Bermuda *CAN NOT* be controlled in St. Augustine turf grass. Sod replacement of infected area would be recommended. Turf diseases like Brown Patch, Large Patch, Take All Root Rot, etc. could still occur with treatments based upon the weather and soil conditions.

## II. Fertilization

The turf will be fertilized with a granular slow release fertilizer (3) times per year. All shrubs will be fertilized with a granular slow release fertilizer (2) times per year in the Spring and Fall. A liquid fertilizer will be utilized between granular applications to maintain color. Service Provider follows all GI-BMP fertilizer guidelines.

## III. Palms

Palms shall be treated with an insecticide and fertilizer when extra work is requested and approved by Customer.

## IV. Aeration & Top Dressing

Aeration and or Top Dressing of turf shall be completed when extra work is requested and approved by Customer. Two (2) aerations per year (Spring and late Fall) are recommended for Zoysia and Bermuda turfgrass.

## V. Irrigation

Unless Service Provider is contracted to maintain the irrigation system, Service Provider will not control, alter, or check irrigation timers, valves, or irrigation heads unless specifically requested and approved by Customer. Service provider recommends following all watering regulations and watering days based upon county and state laws.

### CONTRACT SERVICES PROVIDED

| | |
|---|---|
| Landscape Maintenance Services | 52 - SERVICES |
| Irrigation System Check | 12 - SERVICES |
| Fertilization & Pest Control Service - Lawn, Tree & Shrub | 8 - SERVICES |


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Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

## WAIVER OF LIABILITY

Service Provider is not responsible for the condition of the landscape due to freeze, drought, irrigation deficiencies, storm damage, age of plants and trees beyond their limited life span, improper pruning or trimming performed prior to the date of this contract, and any other weather conditions that cause plant and turf damage. Service Provider assumes no liability for damages or consequential damage caused by conditions of liability beyond its control, including but not limited to, Fungi, Pathogens, Galls, etc.

## BILLING AND PAYMENT DATES

Regular monthly services will be billed in advance at the beginning of each month. Terms of payment are Net 30 days. A late fee may be added to invoices if not paid within 60 days. Large jobs may require 50% deposit, if requested by Service Provider.

Customer agrees to pay Service Provider the monthly sum in accordance with **Landscape Services Contract Budget (attached)**.

Customer agrees to pay any and all costs incurred by Service Provider in collection of same, including reasonable attorney's fees. A surcharge may be imposed for credit card or other electronic processed payments. Surcharges may be up to four (4%) percent of payment amount.

Both parties agree that either party may terminate this agreement for any reason upon 30 days written notice to the other party. Payment for the last 30 days following termination notice will still be due if Customer chooses to terminate services in fewer than 30 days.

## CONTRACT EXTENSION

This Landscape Services Contract shall extend for successive terms of twelve (12) months unless cancelled or terminated by one or both parties in accordance with the provisions of this Agreement.

Each successive extension shall impose a three (3%) percent or CPI, whichever is greater, escalation of each service item billed monthly under the Landscape Services Contract Budget. Optional Services may impose such escalation as well, in accordance with market fluctuations.

Please sign your name below to indicate your acceptance. Please note prices are valid for 30 days from the date of this proposed contract. We welcome the opportunity to be of service and thank you for your consideration.

Sincerely,

Frederick K. Baker

Frederick (Ted) K. Baker, Jr., Chief Executive Officer

Accepted and approved by:

| | |
|---|---|
| Authorized Signature | Date |
| Name (Printed) | Title |



7350 Old Cheney Highway • Orlando, FL 32807
Phone 407-339-8821 • Fax 407-339-5191
Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

# Baker Commercial Landscaping, Inc.

## Hurricane/Emergency Cleanup Authorization

The undersigned hereby authorizes Baker Commercial Landscaping, Inc. to proceed with Hurricane/Emergency cleanup at the following rates:

Man Hour: $65.00 (per man)
Loader/Bob Cat: $350.00 per hour including the operator
Dump fees: To be determined at landfill
Chipper per hour: $100.00

For the following property (please list one property per form):

Management Company:_____

Property Name: _____

Site Address: _____

The undersigned further releases Baker Commercial Landscaping, Inc. and all related subcontractors from subsequent damage in attempts to remove hurricane or emergency debris from building, vehicles, irrigation systems, parking lot pole lights, etc. during events such as heavy storms, hurricanes and other events requiring emergency maintenance services related to landscaping and debris removal. By signing below, you are authorizing Baker Commercial Landscaping, Inc. to perform a cleanup without further contact in the event communication is delayed or cut off.

Please sign your name below to indicate your acceptance of this proposal and indicate a cap for emergency services, where 'cap' refers to the dollar amount of maximum maintenance services to be performed before requiring a written proposal. Also, in the event that main communications are disrupted, please provide the personal contact information of yourself or anyone authorized to make decisions regarding emergency cleanup. (Please note that any and all personal contact information will be kept strictly confidential and will not be used for any purposes other than communication in the event of an emergency and only when other efforts have failed.)

_____
Signature

_____
Name (Printed) / Title

_____
Date

Pre-approved for $_____.____ for cleanup before a proposal is required ('cap'). Payment Terms: Net 30

Emergency Contact Info:

_____

_____

DECLINE: If you elect to decline the services listed herein, please sign below. Please note that by declining this authorization, in the event of a hurricane or emergency situation Baker Commercial Landscaping, Inc. will not perform any cleanup services at the above listed property until main communications are intact (if delayed or cut off) and only when prompted BY EXECUTED PROPOSAL to do so thereafter.

I, _____, as authorized agent for the above referenced property, decline the services detailed in this agreement on _____.

Sincerely,

Frederick K. Baker

Frederick (Ted) K. Baker, Jr.
CEO/Owner



7350 Old Cheney Highway • Orlando, FL 32807
Phone 407-339-8821 • Fax 407-339-5191
Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

# Proposed Landscape Services Budget Information

## TLBD 2023

### Contracted Services

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Landscape Maintenance Service | $16,640.00 | $16,640.00 | $16,640.00 | $16,640.00 | $16,640.00 | $16,640.00 | $16,640.00 | $16,640.00 | $16,640.00 | $16,640.00 | $16,640.00 | $16,640.00 | $199,680.00 |
| Irrigation Services | $1,125.00 | $1,125.00 | $1,125.00 | $1,125.00 | $1,125.00 | $1,125.00 | $1,125.00 | $1,125.00 | $1,125.00 | $1,125.00 | $1,125.00 | $1,125.00 | $13,500.00 |
| Fertilization & Pest Control Service | $906.67 | $906.67 | $906.67 | $906.67 | $906.67 | $906.67 | $906.67 | $906.67 | $906.67 | $906.67 | $906.67 | $906.67 | $10,880.04 |
| **Totals** | **$18,671.67** | **$18,671.67** | **$18,671.67** | **$18,671.67** | **$18,671.67** | **$18,671.67** | **$18,671.67** | **$18,671.67** | **$18,671.67** | **$18,671.67** | **$18,671.67** | **$18,671.67** | **$224,060.04** |

Approved By: _____ _____ _____

Print Sign Date

Start Date: 10/01/2023

# Landscape Services Contract

**Oak Forest**

**Date:** September 20, 2023

This Landscape Services Contract is made by Baker Commercial Landscaping, Inc. (henceforth "Service Provider") and executed when signed by an authorized representative of City of Winter Springs (Customer), 1126 East SR 434 Winter Springs, FL 32708 (henceforth "Customer") on page 6 of this Agreement.

Term: The schedule for performance is set forth herein and shall commence and end upon the following scheduled dates:

**Start Date:** October 1, 2023 **End Date:** September 30, 2024

## Site Location:

1000 Chokecherry Drive
Winter Springs, FL 32708

## Customer Contact:

Kevin Maddox
407-327-8957
kmaddox@winterspringsfl.org

## Service Provider Contact:

Trey Rolquin
407-448-7526
trey@bakerlandscaping.com

## LANDSCAPE MAINTENANCE SERVICES

### I. MOWING

The mowing of all turf areas of the property no less than once each seven days in the heavy growing season; April 1st to October 15th. Mowing from October 15th through March 30th will be regulated on an as needed basis. Mowing height will be no less than three (3) inches, not more than four (4) inches.

### II. EDGING

The edging of all walks and other paved areas three (3) times per month, or as needed, during the period of October 15th through March 30th. The edging of all plant bed areas two (2) times per month, or as needed to maintain a crisp, clean appearance, free of turf invasion.

### III. WEEDING

Weeding of all plant bed areas as often as necessary to maintain aesthetic order. Any dead or diseased plants shall be removed promptly from all beds. Spent blooms of the display type will be removed regularly when they become unsightly.

### IV. PRUNING

The selective pruning as needed to all woody ornamentals and trees, up to ten (10) feet (lifting) in height, to balance infiltrating light, to remove dead wood harboring insects and disease, and to promote maximum health and growth. All cuts shall be made in accordance with accepted standards established by the International Shade Tree Conference, or at the discretion of the Grounds Manager.

Pruning of Crape Myrtles and other ornamental trees may be excluded and considered Optional Services requiring a separate proposal requested and approved by Customer.

Sufficient warning devices shall be used when necessary, to provide safety to persons and vehicular traffic within any area undergoing pruning. Work will be scheduled to give the least possible interference to building occupants and visitors.

### V. SHEARING/CLIPPING/TRIMMING

Shearing of qualifying shrubs and hedges to maintain a crisp appearance, and to conform to the landscape design intended by the Service Provider and the Customer.

Except for desired hedges, all pruning, trimming, and thinning of plants will be done so that the natural shapes are retained. If the previous maintenance practice has been to shear, then a natural shape will be restored gradually.

### VI. BLOWING

The sweeping or blowing of all walks and other paved areas after landscape maintenance service has been performed.

### VII. DEBRIS & TRASH REMOVAL


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Phone 407-339-8821 • Fax 407-339-5191
Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

The removal of landscape maintenance related debris and/or litter (paper, trash, bottles, etc.) shall be the responsibility of the Service Provider and removed from the turf areas and shrub beds during landscape maintenance service. Removal of dumped materials on property, including but not limited to, garbage, mattresses, tires, furniture, or other bulk items unrelated to yard waste, shall be considered Optional Services requiring a proposal.

## IRRIGATION SYSTEM CHECK

**All sprinkler systems to be inspected and adjusted 1x per month as per the following:**

- Gear drive heads shall be adjusted for proper distance, pattern, and operation. Spray heads shall be adjusted for proper direction and flow pattern.
- Irrigated areas shall be inspected for leaks and washouts.
- Zone valves shall be checked for proper operation.
- Timers shall be checked for proper programming and operation. Watering times shall be adjusted for each zone and watering requirements.
- Equipment that is connected to the sprinkler system shall be monitored for proper operation.
- Service Provider shall process all exchanges on products covered under manufacturer warranty.
- Repairs to the sprinkler system shall be made at the rate of $75.00 per hour plus parts and materials.
- Service Provider is authorized to make repairs up to $_____ per visit without prior authorization from the Customer.
- Service calls will be billed at a minimum of 1 hour to include travel time to the jobsite.
- Service Provider shall not be responsible for landscape material that may perish due to poor design of the sprinkler system or the availability of water.
- A monthly itemized billing statement detailing specific repairs, parts used, and locations; shall be provided to the Customer.

## FERTILIZATION & PEST CONTROL SERVICE - LAWN, TREE & SHRUB

### I. Pests & Diseases

All turf and shrubs will be treated for pest and diseases as needed based upon an IPM program and the contractual treatment occurrences agreed upon. Broadleaf, sedge, and grassy turf weeds shall be treated at the first sign of growth. Torpedograss, Crabgrass, Doveweed, and Bermuda *CAN NOT* be controlled in St. Augustine turf grass. Sod replacement of infected area would be recommended. Turf diseases like Brown Patch, Large Patch, Take All Root Rot, etc. could still occur with treatments based upon the weather and soil conditions.

## II. Fertilization

The turf will be fertilized with a granular slow release fertilizer (3) times per year. All shrubs will be fertilized with a granular slow release fertilizer (2) times per year in the Spring and Fall. A liquid fertilizer will be utilized between granular applications to maintain color. Service Provider follows all GI-BMP fertilizer guidelines.

## III. Palms

Palms shall be treated with an insecticide and fertilizer when extra work is requested and approved by Customer.

## IV. Aeration & Top Dressing

Aeration and or Top Dressing of turf shall be completed when extra work is requested and approved by Customer. Two (2) aerations per year (Spring and late Fall) are recommended for Zoysia and Bermuda turfgrass.

## V. Irrigation

Unless Service Provider is contracted to maintain the irrigation system, Service Provider will not control, alter, or check irrigation timers, valves, or irrigation heads unless specifically requested and approved by Customer. Service provider recommends following all watering regulations and watering days based upon county and state laws.

**CONTRACT SERVICES PROVIDED**

| | |
|---|---|
| Landscape Maintenance Services | 52 - SERVICES |
| Irrigation System Check | 12 - SERVICES |
| Fertilization & Pest Control Service - Lawn, Tree & Shrub | 6 - SERVICES |

## WAIVER OF LIABILITY

Service Provider is not responsible for the condition of the landscape due to freeze, drought, irrigation deficiencies, storm damage, age of plants and trees beyond their limited life span, improper pruning or trimming performed prior to the date of this contract, and any other weather conditions that cause plant and turf damage. Service Provider assumes no liability for damages or consequential damage caused by conditions of liability beyond its control, including but not limited to, Fungi, Pathogens, Galls, etc.

## BILLING AND PAYMENT DATES

Regular monthly services will be billed in advance at the beginning of each month. Terms of payment are Net 30 days. A late fee may be added to invoices if not paid within 60 days. Large jobs may require 50% deposit, if requested by Service Provider.

Customer agrees to pay Service Provider the monthly sum in accordance with **Landscape Services Contract Budget (attached)**.

Customer agrees to pay any and all costs incurred by Service Provider in collection of same, including reasonable attorney's fees. A surcharge may be imposed for credit card or other electronic processed payments. Surcharges may be up to four (4%) percent of payment amount.

Both parties agree that either party may terminate this agreement for any reason upon 30 days written notice to the other party. Payment for the last 30 days following termination notice will still be due if Customer chooses to terminate services in fewer than 30 days.

## CONTRACT EXTENSION

This Landscape Services Contract shall extend for successive terms of twelve (12) months unless cancelled or terminated by one or both parties in accordance with the provisions of this Agreement.

Each successive extension shall impose a three (3%) percent or CPI, whichever is greater, escalation of each service item billed monthly under the Landscape Services Contract Budget. Optional Services may impose such escalation as well, in accordance with market fluctuations.

Please sign your name below to indicate your acceptance. Please note prices are valid for 30 days from the date of this proposed contract. We welcome the opportunity to be of service and thank you for your consideration.

Sincerely,

Frederick (Ted) K. Baker, Jr., Chief Executive Officer

Accepted and approved by:

| | |
|---|---|
| Authorized Signature | Date |
| Name (Printed) | Title |



7350 Old Cheney Highway • Orlando, FL 32807
Phone 407-339-8821 • Fax 407-339-5191
Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

# Baker Commercial Landscaping, Inc.

## Hurricane/Emergency Cleanup Authorization

The undersigned hereby authorizes Baker Commercial Landscaping, Inc. to proceed with Hurricane/Emergency cleanup at the following rates:

Man Hour: $65.00 (per man)
Loader/Bob Cat: $350.00 per hour including the operator
Dump fees: To be determined at landfill
Chipper per hour: $100.00

For the following property (please list one property per form):

Management Company: _____

Property Name: _____

Site Address: _____

The undersigned further releases Baker Commercial Landscaping, Inc. and all related subcontractors from subsequent damage in attempts to remove hurricane or emergency debris from building, vehicles, irrigation systems, parking lot pole lights, etc. during events such as heavy storms, hurricanes and other events requiring emergency maintenance services related to landscaping and debris removal. By signing below, you are authorizing Baker Commercial Landscaping, Inc. to perform a cleanup without further contact in the event communication is delayed or cut off.

Please sign your name below to indicate your acceptance of this proposal and indicate a cap for emergency services, where 'cap' refers to the dollar amount of maximum maintenance services to be performed before requiring a written proposal. Also, in the event that main communications are disrupted, please provide the personal contact information of yourself or anyone authorized to make decisions regarding emergency cleanup. (Please note that any and all personal contact information will be kept strictly confidential and will not be used for any purposes other than communication in the event of an emergency and only when other efforts have failed.)

_____
Signature

_____
Name (Printed) / Title

_____
Date

Pre-approved for $_____.____ for cleanup before a proposal is required ('cap'). Payment Terms: Net 30

Emergency Contact Info:

_____

_____

DECLINE: If you elect to decline the services listed herein, please sign below. Please note that by declining this authorization, in the event of a hurricane or emergency situation Baker Commercial Landscaping, Inc. will not perform any cleanup services at the above listed property until main communications are intact (if delayed or cut off) and only when prompted BY EXECUTED PROPOSAL to do so thereafter.

I, _____, as authorized agent for the above referenced property, decline the services detailed in this agreement on _____.

Sincerely,

Frederick K. Baker

Frederick (Ted) K. Baker, Jr.
CEO/Owner



7350 Old Cheney Highway • Orlando, FL 32807
Phone 407-339-8821 • Fax 407-339-5191
Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

# Proposed Landscape Services Budget Information

## Oak Forest 2023

### Contracted Services

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Landscape Maintenance Service | $5,546.67 | $5,546.67 | $5,546.67 | $5,546.67 | $5,546.67 | $5,546.67 | $5,546.67 | $5,546.67 | $5,546.67 | $5,546.67 | $5,546.67 | $5,546.67 | $66,560.05 |
| Irrigation Services | $300.00 | $300.00 | $300.00 | $300.00 | $300.00 | $300.00 | $300.00 | $300.00 | $300.00 | $300.00 | $300.00 | $300.00 | $3,600.00 |
| Fertilization & Pest Control Service | $170.00 | $170.00 | $170.00 | $170.00 | $170.00 | $170.00 | $170.00 | $170.00 | $170.00 | $170.00 | $170.00 | $170.00 | $2,040.00 |
| **Totals** | **$6,016.67** | **$6,016.67** | **$6,016.67** | **$6,016.67** | **$6,016.67** | **$6,016.67** | **$6,016.67** | **$6,016.67** | **$6,016.67** | **$6,016.67** | **$6,016.67** | **$6,016.67** | **$72,200.05** |

Approved By: _____ _____ _____

Print Sign Date

Start Date: 10/01/2023

888

# Landscape Service Contract (Maintenance Only)

**Cross seminole trail**

**Date:** October 24, 2023

This Landscape Services Contract is made by Baker Commercial Landscaping, Inc. (henceforth "Service Provider") and executed when signed by an authorized representative of City of Winter Springs (Customer), 1126 East SR 434 Winter Springs, FL 32708 (henceforth "Customer") on page 6 of this Agreement.

Term: The schedule for performance is set forth herein and shall commence and end upon the following scheduled dates:

**Start Date:** January 1, 2024 **End Date:** December 31, 2024

## Site Location:

100 cross seminole trail
Winter springs, FL 32728

## Customer Contact:

Kevin Maddox
407-327-8957
kmaddox@winterspringsfl.org

## Service Provider Contact:

Trey Rolquin
407-448-7526
trey@bakerlandscaping.com

## LANDSCAPE MAINTENANCE SERVICES

### I. MOWING

The mowing of all turf areas of the property no less than once each seven days in the heavy growing season; April to October.
Mowing from October through March will be regulated on an as needed basis.
Mowing height will be no less than three (3) inches, not more than four (4) inches.

### II. EDGING

The edging of all walks and other paved areas three (3) times per month, and edging of all plant bed areas two (2) times per month, or as needed, to maintain a crisp, clean appearance, free of turf invasion.

### III. WEEDING

Weeding of all plant bed areas as often as necessary to maintain aesthetic order. Any dead or diseased plants shall be removed promptly from all beds. Spent blooms of the display type will be removed regularly when they become unsightly.

### IV. PRUNING

The selective pruning as needed to all woody ornamentals and trees, up to ten (10) feet (lifting) in height, to balance infiltrating light, to remove dead wood harboring insects and disease, and to promote maximum health and growth. All cuts shall be made in accordance with accepted standards established by the International Shade Tree Conference, or at the discretion of the Grounds Manager. Pruning of Crape Myrtles and other ornamental trees may be excluded as Optional Services requiring a separate proposal requested and approved by Customer.

Sufficient warning devices shall be used when necessary, to provide safety to persons and vehicular traffic within any area undergoing pruning. Work will be scheduled to give the least possible interference to building occupants and visitors.

### V. SHEARING/CLIPPING/TRIMMING

Shearing of qualifying shrubs and hedges to maintain a crisp appearance, and to conform with the landscape design intended by the Customer and the Service Provider.

Except for desired hedges, all pruning, trimming, and thinning of plants will be done so that the natural shapes are retained. If the previous maintenance practice has been to shear, then a natural shape will be restored gradually.

### VI. BLOWING

The sweeping or blowing of all walkways and other paved areas after landscape maintenance has been performed.


7350 Old Cheney Highway • Orlando, FL 32807
Phone 407-339-8821 • Fax 407-339-5191
Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

## VII. TRASH REMOVAL

All debris and/or litter (paper, trash, bottles, etc.) shall be removed from the turf areas and shrub beds. Removal of dumped materials shall be considered Optional Services requiring a separate proposal requested and approved by Customer.

## VIII. DEBRIS REMOVAL

The removal of maintenance-related debris shall be the responsibility of the Service Provider. This would include turf clippings, selective pruning/shearing clippings, earth displaced by mowing equipment, edging debris, debris encumbering mowing areas, and light trash removal unrelated to discarded garbage, furniture or other bulk items unrelated to yard waste.

## CONTRACT SERVICES PROVIDED

| | |
|---|---|
| Landscape Maintenance Services | 52 - SERVICES |


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Phone 407-339-8821 • Fax 407-339-5191
Email: info@bakerlandscaping.com
Website: www.bakerlandscaping.com

## WAIVER OF LIABILITY

Service Provider is not responsible for the condition of the landscape due to freeze, drought, irrigation deficiencies, storm damage, age of plants and trees beyond their limited life span, improper pruning or trimming performed prior to the date of this contract, and any other weather conditions that cause plant and turf damage. Service Provider assumes no liability for damages or consequential damage caused by conditions of liability beyond its control, including but not limited to, Fungi, Pathogens, Galls, etc.

## BILLING AND PAYMENT DATES

Regular monthly services will be billed in advance at the beginning of each month. Terms of payment are Net 30 days. A late fee may be added to invoices if not paid within 60 days. Large jobs may require 50% deposit, if requested by Service Provider.

Customer agrees to pay Service Provider the monthly sum in accordance with **Landscape Services Contract Budget (attached)**.

Customer agrees to pay any and all costs incurred by Service Provider in collection of same, including reasonable attorney's fees. A surcharge may be imposed for credit card or other electronic processed payments. Surcharges may be up to four (4%) percent of payment amount.

Both parties agree that either party may terminate this agreement for any reason upon 30 days written notice to the other party. Payment for the last 30 days following termination notice will still be due if Customer chooses to terminate services in fewer than 30 days.

## CONTRACT EXTENSION

This Landscape Services Contract shall extend for successive terms of twelve (12) months unless cancelled or terminated by one or both parties in accordance with the provisions of this Agreement.

Each successive extension shall impose a three (3%) percent or CPI, whichever is greater, escalation of each service item billed monthly under the Landscape Services Contract Budget. Optional Services may impose such escalation as well, in accordance with market fluctuations.

Please sign your name below to indicate your acceptance. Please note prices are valid for 30 days from the date of this proposed contract. We welcome the opportunity to be of service and thank you for your consideration.

Sincerely,

Frederick (Ted) K. Baker, Jr., Chief Executive Officer

Accepted and approved by:

| | |
|---|---|
| Authorized Signature | Date |
| Name (Printed) | Title |



7350 Old Cheney Highway • Orlando, FL 32807
Phone 407-339-8821 • Fax 407-339-5191
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# Baker Commercial Landscaping, Inc.

## Hurricane/Emergency Cleanup Authorization

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Property Name: _____

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Signature

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Name (Printed) / Title

_____
Date

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I, _____, as authorized agent for the above referenced property, decline the services detailed in this agreement on _____.

Sincerely,

Frederick K. Baker

Frederick (Ted) K. Baker, Jr.
CEO/Owner



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# Proposed Landscape Services Budget Information

## Cross seminole trail 2024

### Contracted Services

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Landscape Maintenance Service | $5,460.00 | $5,460.00 | $5,460.00 | $5,460.00 | $5,460.00 | $5,460.00 | $5,460.00 | $5,460.00 | $5,460.00 | $5,460.00 | $5,460.00 | $5,460.00 | $65,520.00 |
| **Totals** | **$5,460.00** | **$5,460.00** | **$5,460.00** | **$5,460.00** | **$5,460.00** | **$5,460.00** | **$5,460.00** | **$5,460.00** | **$5,460.00** | **$5,460.00** | **$5,460.00** | **$5,460.00** | **$65,520.00** |

Approved By: _____ _____ _____

Print Sign Date

Start Date: 01/01/2024

# REGULAR AGENDA ITEM 506

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Purchase of Agria Brush Mower System 9600 & 2 Eco Chopper Pump 6" Trailers

## SUMMARY

Utilities is in need of a new Agria Brush Mower System along with two Eco Chopper Pump 6 inch trailers. Pat's Pump & Blower has quoted the FSA contract FSA23-EQU21.0 Spec#284 for the Brush Mower System at $75,000.00. In addition, they quoted FSA 23-EQU21.0, Spec #311 for the two  Eco Chopper Pumps 6" Trailers at $195,870.00. Quotes are attached this is agenda item. The Brush Mover is a unmanned remote control Brush Mover to be used on steep slopes around perc/rejection ponds at the sewer plants. The Pumps are for emergency bypass pumping at lift stations. They are mobile units that can be used in emergencies.

## FUNDING SOURCE

Total purchase will be $270,870.00 and funding is from Construction in Progress Pipe Relining GL # 410-36-3600-560650-005

## RECOMMENDATION

Staff Recommends the City Commission  approve the purchase of the Agria Brush Mower System 9600 FSA contract FSA23-EQU21.0 Spec#284 for $75,000.00, and 2 Eco Chopper Pump 6" Trailers FSA 23-EQU21.0, Spec #311 for $195,870.00.  In addition, authorize the interim City Manager and City Attorney to prepare and execute any and all applicable contract documents consistent with the agenda item.

**2141 W. Church St | Orlando, Fl 32805 | (407) 841-7867 | Fax 407 648-2096**

To: City of Winter Springs
Mr. Clifton Mullis

Re: Proposal for a new Eco Chopper Pump 6" Trailer

Date: 10/20/2023

Hello,

Mr. Mullis we are pleased to present to you the following offer based off the FSA contract **FSA23-EQU21.0, Spec #311**. Please review the following:

BASE UNIT **$ 59,820.00**

**NON-SPECIFIED OPTIONS SELECTED**

**THE6W8-PP-QSF2.8-T120-SA:** Upgrade to 6" Chopper pump trailer, sound attenuated system w/ 74 HP @ 2200 RPM. Includes Cornell Co-pilot system for remote start and shut-off, RPM adjustment…….. $ 38,500.00

Note: Cornell system is a monthly subscription feature.

| | |
|---|---|
| NON-SPECIFIED OPTIONS TOTAL: | $ 38,500.00 |
| NON-SPECIFIED OPTIONS TOTAL WITH 1% DISCOUNT: | **$ 38,115.00** |

| | |
|---|---|
| Base Unit: | **$ 59,820.00** |
| Non-Specified options: | **$ 38,115.00** |
| **Total:** | **$ 97,935.00** |

**Grand total for 2 Eco Pumps: $195,870.00**

Respectfully,
Shawn White
Territory Sales Manager
Phone: (407) 468-4094
Fax: (407) 648-2096
Email: Shawn@patspump.com

**2141 W. Church St | Orlando, Fl 32805 | (407) 841-7867 | Fax 407 648-2096**

To: Winter Springs
Cliff Mullis

Re: Proposal for a new Agria Brush Mower System 9600

Date: 11/06/2023

Hello,

Mr. Cardon we are pleased to present to you the following offer based off the FSA contract **FSA23-EQU21.0, Spec #284**. Please review the following:

| | | |
|---|---|---|
| BASE UNIT | Mower 9600 | **$ 84,402.00** |

| | |
|---|---|
| Agria 9600: | $ 84,402.00 |
| [CREDIT] Demo Discount: | -$ 9,402.00 |
| **Grand total:** | **$ 75,000.00** |

Respectfully,
Shawn White
Territory Sales Manager
Phone: (407) 468-4094
Fax: (407) 648-2096
Email: Shawn@patspump.com

# REGULAR AGENDA ITEM 507

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Appointment Opportunities for City Boards and Committees

## SUMMARY

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

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

**CURRENT VACANCIES:**

- **Board of Trustees**
  - Seat Three Appointment: Greg Smith resigned November 9, 2023
- **Parks and Recreation Advisory Committee**
  - At-Large Appointment: Term Expired November 1, 2023
- **Veteran and Veteran Families Advisory Committee**
  - Seat Two Appointment: Richard Otto resigned October 16, 2023

## FUNDING SOURCE

N/A

## RECOMMENDATION

Staff recommends the City Commission make any appointments they deem pertinent.

# REGULAR AGENDA ITEM 508

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

Deputy Mayor Nomination for Calendar Year 2024

## SUMMARY

The Deputy Mayor position is defined under the City's Charter, Section 4.05. Mayor which states, “The city commission shall elect from among its members a deputy mayor who shall act as mayor during the absence or disability of the mayor. However, if a vacancy occurs in the position of mayor, the vacancy shall be filled in accordance with section 4.08(c) of this Charter."

The current Deputy Mayor is Rob Elliott who was nominated and confirmed at the Monday, November 14, 2022 City Commission Regular Meeting to serve the remainder of 2022 and calendar year 2023.

## FUNDING SOURCE

N/A

## RECOMMENDATION

Staff recommends the City Commission appoint a member of the City Commission to serve as the next Deputy Mayor for calendar year 2024.

# REGULAR AGENDA ITEM 509

CITY COMMISSION AGENDA | DECEMBER 11, 2023 REGULAR MEETING

## TITLE

New Business

## SUMMARY

Pursuant to Sec 2-27 (c)(2) of the City Code, "Unless otherwise determined by the city commission, each regular agenda shall have a new business section, in the order on the agenda approved by the city commission, which allows the mayor, any city commissioner, city manager or city attorney an opportunity to raise, if necessary, new issues not on the agenda that require discussion and potential future direction by the city commission. The new business section shall not be used to present items requiring prior public notice or hearing, for reports allowed under subsection (m), or be used as a substitute for timely placing items on the agenda prior to the agenda packet being distributed or as an add-on item as required by subsection (b). The city commission will not take final action on any new business item that is considered a major initiative and/or initiative that would ordinarily require significant city staff research. Persons introducing new business items are encouraged to provide background information regarding the item prior to or at the meeting in the same manner as permitted for reports under subsection (m)(4)."

## FUNDING SOURCE

## RECOMMENDATION

Staff recommends the Mayor and Commission bring forward any new business they wish to have placed on a future agenda.